



City of Colleyville City Council Agenda

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

Tuesday, July 17, 2018

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

- WS-1** Update and discussion of the Library Spatial Reconfiguration Project
- WS-2** Update and discussion regarding completion of the Parks Master Plan
- WS-3** Discussion of short term rental regulations
- WS-4** Discussion of the July 17, 2018, 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 items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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

- Glade Road Project Phases 1B and 2
- Acquisition of real property along SH26

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects 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: Rabbi Charlie Cytron-Walker, Congregation Beth Israel**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-18-4284****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 the Featured Business of the Month - Tune Up - The Manly Salon, 4712 Colleyville Boulevard, Christy Hampton, Manager and Scott Watson, Director of Operations - Mayor Richard Newton and Assistant City Manager Mark Wood

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-18-4285

- 4a** Approval of the minutes of the regular City Council meeting of July 2, 2018
- 4b** Approval of a construction contract with Scott Beck Construction, Inc. in the amount of \$283,960, which includes a \$13,400 contingency, for the Library Spatial Reconfiguration Project, and authorizing the City Manager to execute the contract and any associated change orders
- 4c** Approval to purchase library furniture from Library Interiors of Texas, LLC, for the Library Spatial Reconfiguration Project, in an amount not to exceed \$212,237, and authorizing the City Manager to execute the purchase orders
- 4d** Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$445,000 for the preparation of a Storm Drainage Master Plan, and authorizing the City Manager to execute the agreement
- 4e** Approval of a construction contract with Old Castle Materials Texas, Inc. dba Texas Bit for the 2018 Asphalt Pavement Improvement Project, in an amount not to exceed \$864,890.42, and authorizing the City Manager to execute the contract

- 4f** Approval of a grant award for a City Hall backup power emergency generator, and authorizing the City Manager to accept the grant award
- 4g** Approval of the annual review and updates to the City of Colleyville Investment Policy

5. ITEMS NOT FOR CITY COUNCIL ACTION

Monthly Financial Report - June, 2018

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

6a Ordinance O-18-2050

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premise Consumption on Lot 1R1, Block 1, of the Market Addition, located at 5005 Colleyville Boulevard, Suite 240, Case ZC18-015

6b Ordinance O-18-2051

Consideration of a Special Use Permit for Package Store and Alcoholic Beverage Sales – Off-Premise Consumption on Lot 3, Block 2, of the Lavaca Trail Addition, located at 8070 Precinct Line Road, Case ZC18-016

6c Ordinance O-18-2052

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial zoning district to allow for maximum square footage for a restaurant on Lot 1RA2, Block 1, of the Tropicana Fuels Addition, located at 7101 Colleyville Boulevard, Case ZC18-017

6d Ordinance O-18-2053

Consideration of amendments to the Land Development Code, specifically Chapter 1 – General Provisions and Chapter 4 – Landscaping and Buffering

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

7a Ordinance O-18-2054

Approval of a third amendment to the regional municipal court judge agreement providing for the reappointment of Sara Jane Del Carmen as the municipal court judge and Tiffany Duong as an associate municipal court judge

7b Ordinance O-18-2055

Approval of the Fiscal Year 2019 Colleyville Crime Control and Prevention District budget

8. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING**8a Ordinance O-18-2044**

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial zoning district to allow for a drive-through service on Lot 3, Block 11, Longwood Estates at Ross Downs, located at 7181 Colleyville Boulevard, Case ZC18-009

9. RESOLUTION(S): READING AND PUBLIC HEARING**9a Resolution R-18-4286**

Approval of a first amendment to the Interlocal Agreement For Combined Municipal Court Services For The Cities Of Colleyville and Keller

10. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JULY 17, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4287****12. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, July 13, 2018 by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-1

Agenda Date 07/17/2018

Type Worksession

Department Library

Title

Update and discussion of the Library Spatial Reconfiguration Project

Strategic Plan

- 2.1 Provide responsive, efficient city services
- 2.3 Effectively leverage information technology
- 5.3 Provide attractive facilities for leisure and recreation

Explanation

On February 20, 2018, staff provided an update to City Council and sought direction regarding the Colleyville Public Library Spatial Reconfiguration Project. Aaron Babcock, Hidell and Associates Architects, presented an overview of the Project, cost, and timeline. Following the presentation and discussion, the Mayor and City Council directed staff to continue to move forward with the Project as proposed. Following this direction, construction and furniture plans/specifications were developed and placed out for bid.

This item is provided to update City Council on construction and furniture costs based on the bids received, prior to the approval of the contracts on the Consent Agenda. Aaron Babcock, Hidell and Associates Architects, will present an overview of the Project, cost, and timeline.

Background Information

Colleyville Public Library Long Range Plan 2016-2021

The long-range plan document (attached) articulated a vision and plan for the Colleyville Public Library for the next five years, and provided recommendations for user-centered service delivery, marketing, collections, technology, programs, and services. The Plan recommendations included:

- Reallocate collection development to meet patron use patterns
- Transition to a single service point on the first floor
- Revise public access to technology
- Update and increase the number of reader seats
- Improve access to popular materials
- Revise access to children's programs
- Engage the aging population

Additionally, the Plan included vision and mission statements for the library and identified goals, objectives, and activities to implement library core service priorities. While the Plan did not propose major renovations, space utilization changes were recommended for the library.

On March 7, 2017, staff provided a report to City Council on the Long-Range Plan 2016-2021. The plan was formally approved by City Council on April 19, 2016.

Plan Implementation

Following the presentation and adoption of the long-range plan, City Council directed staff and the Library Board to move forward with engaging a consultant to establish a comprehensive schematic masterplan for the library reconfigurations proposed in the Plan.

In April 2017, the library staff and Board began working with Aaron Babcock of Hidell and Associates Architects, as a consultant, to develop a comprehensive schematic masterplan for the Library reconfigurations.

On April 12, 2018, the Library Board unanimously approved the proposed Project and recommended the Project be forwarded to City Council for approval.

Attachments

1. Colleyville Public Library Spatial Reconfiguration Project Presentation
2. Colleyville Public Library Long-Range Plan 2016 - 2021 - Final Report

COLLEYVILLE PUBLIC LIBRARY

SPATIAL RECONFIGURATION PROJECT

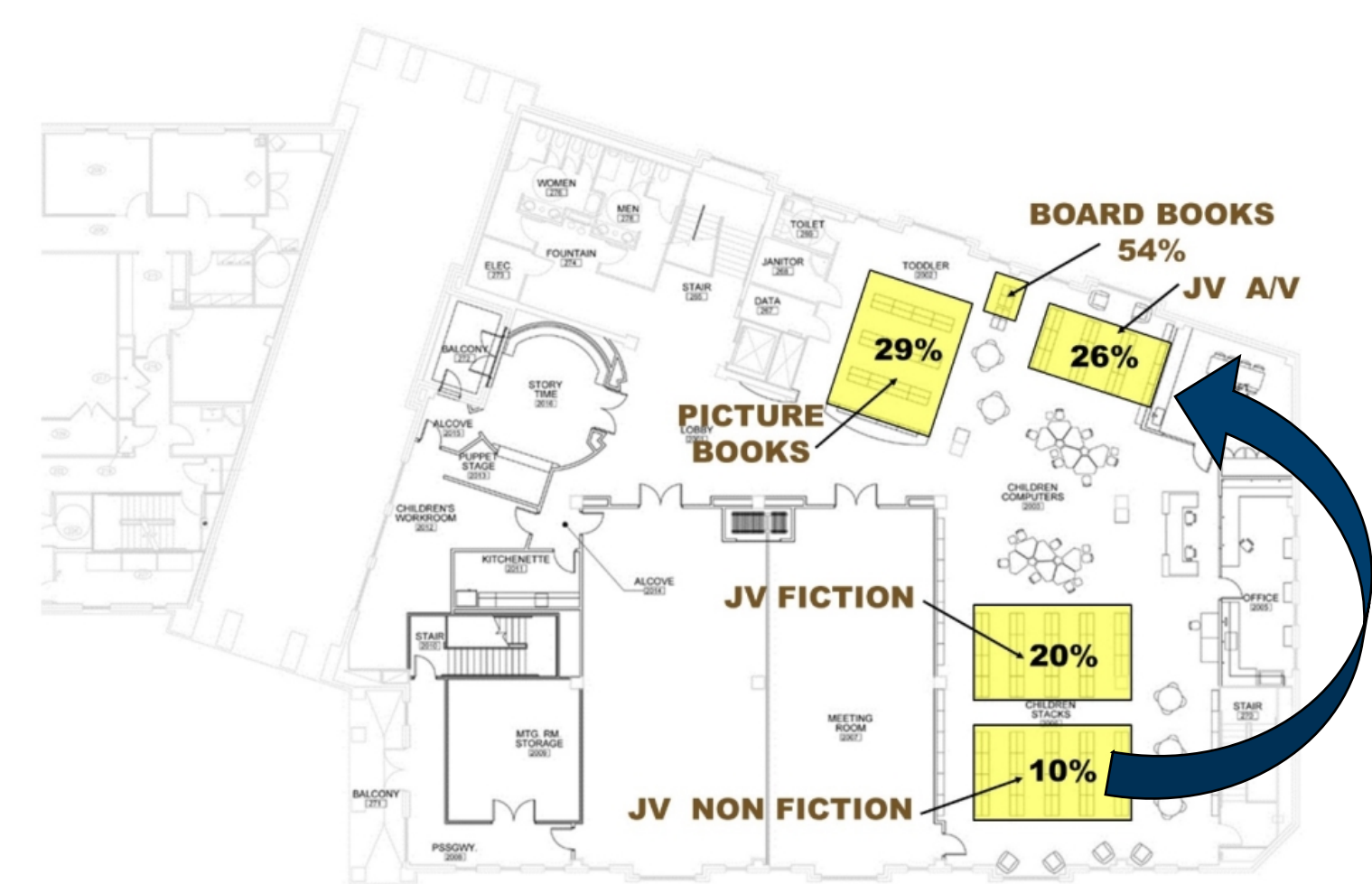
City Council Worksession Presentation
July 17, 2018



COLLEYVILLE PUBLIC LIBRARY SPATIAL RECONFIGURATION PROJECT

Goals for the reconfiguration

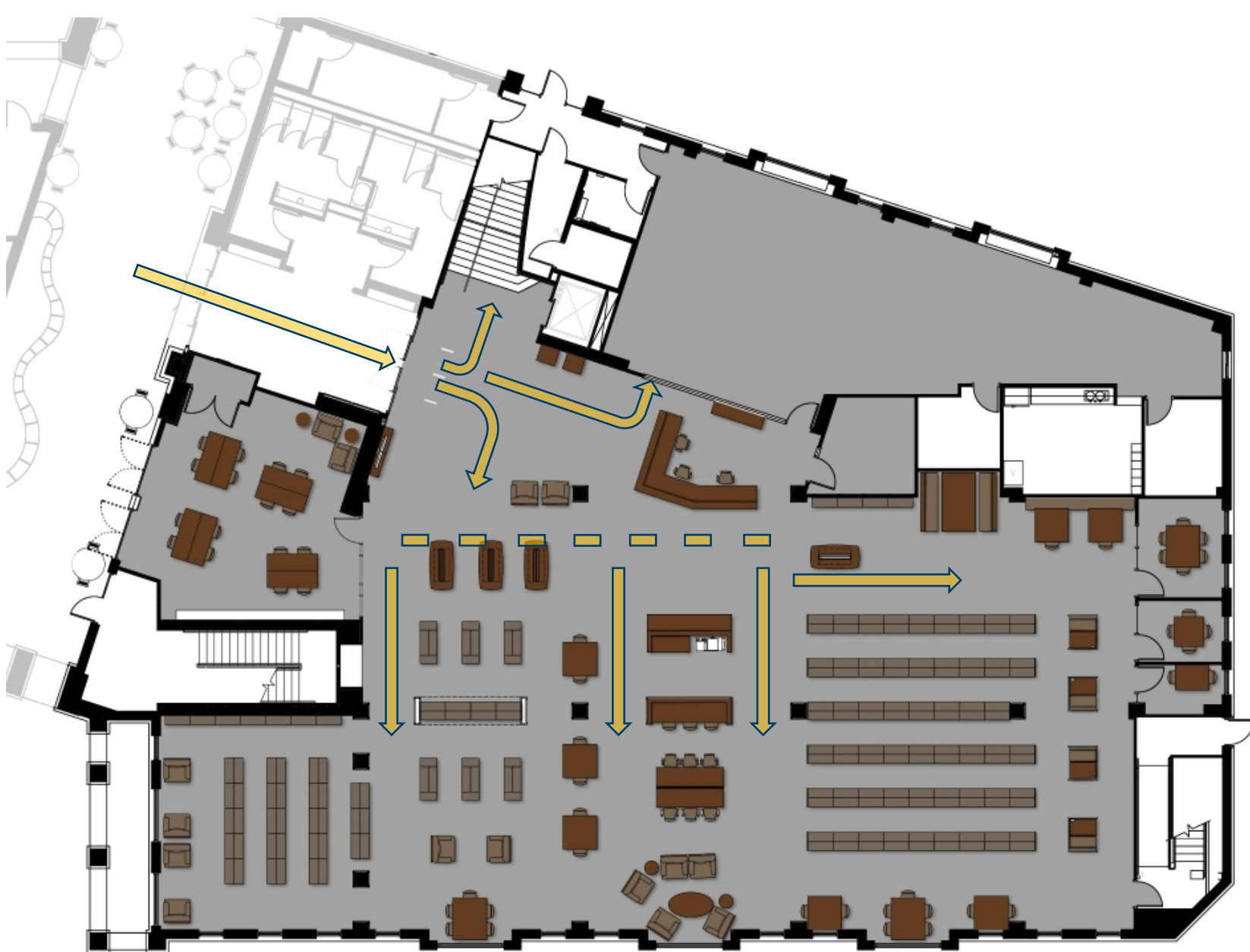
Adjust Collection Allocation



Increase the number and type of seating



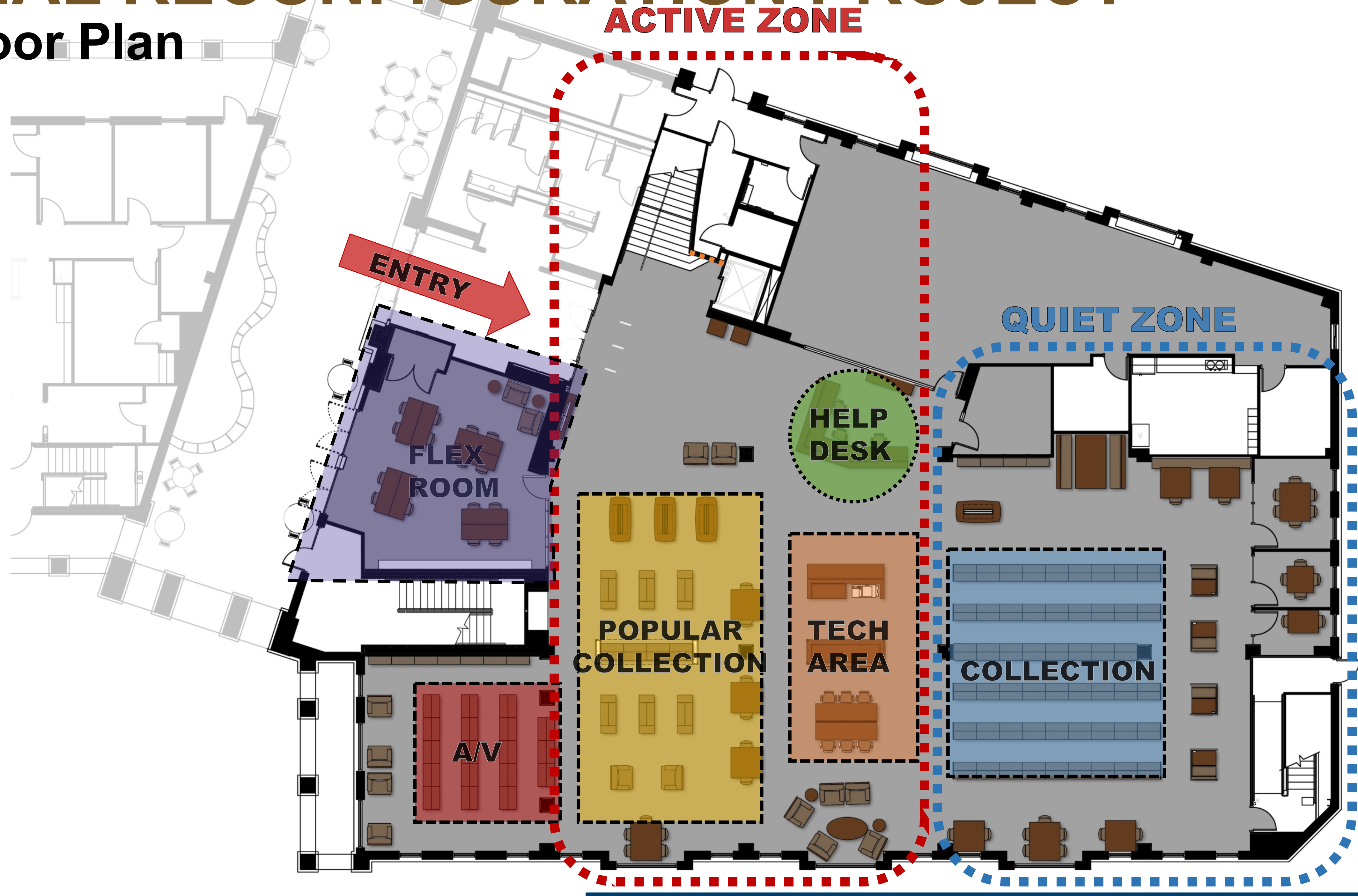
User friendly layout



COLLEYVILLE PUBLIC LIBRARY

SPATIAL RECONFIGURATION PROJECT

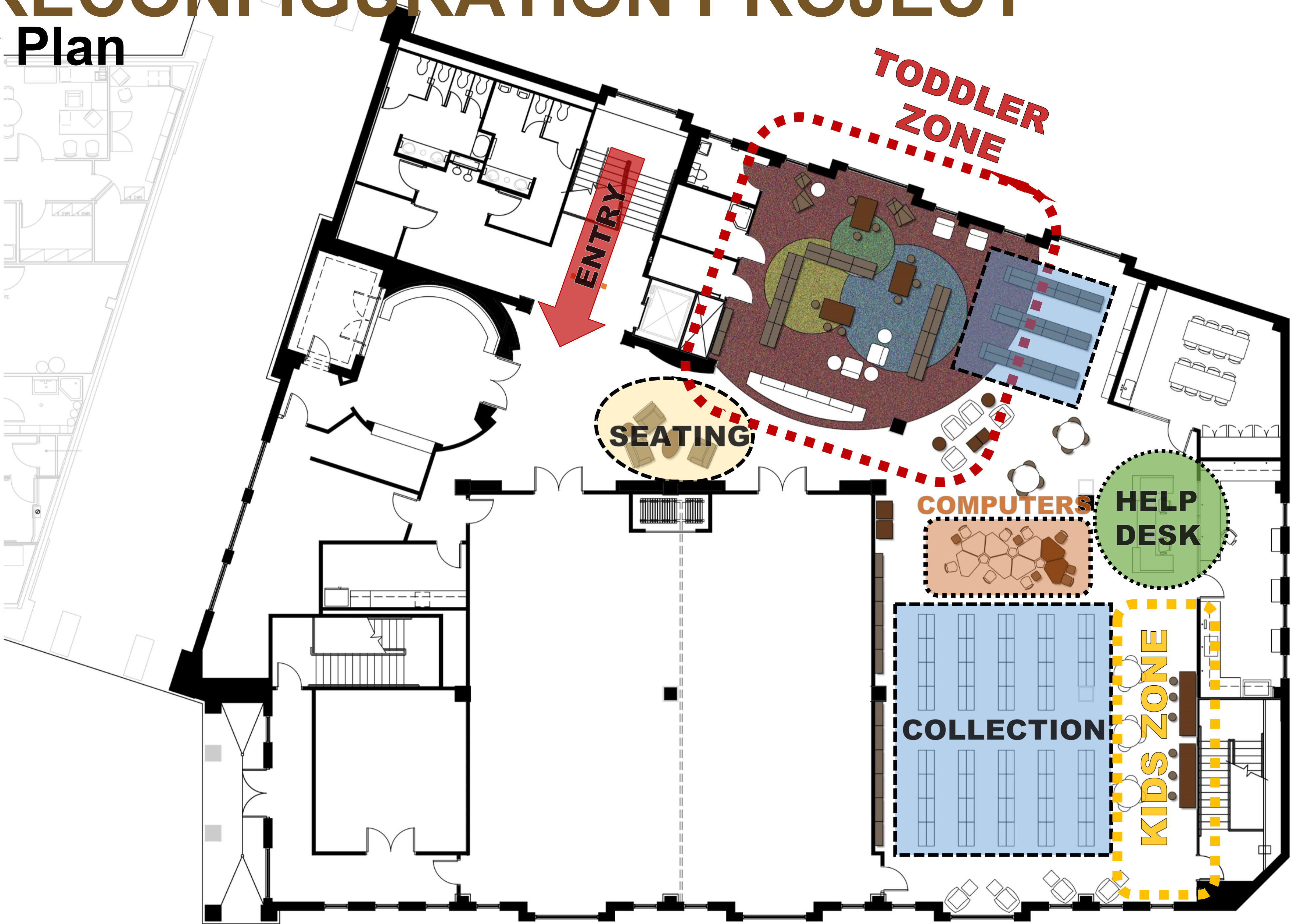
First Floor Plan



COLLEYVILLE PUBLIC LIBRARY

SPATIAL RECONFIGURATION PROJECT

Second Floor Plan



COLLEYVILLE PUBLIC LIBRARY

SPATIAL RECONFIGURATION PROJECT

Estimate of Project Cost

FURNITURE COST

Furniture	\$	132,685.86
Shelving	\$	40,680.00
Sub Total Furniture and Shelving	\$	173,365.86

CONSTRUCTION COST

First and Second Floor Construction Cost	\$	232,590.00
Contingency	\$	23,259.00
Sub Total Construction Cost	\$	255,849.00

SubTotal Furniture and Construction Cost \$ 429,214.86

Professional Fee \$ 37,000.00

Total Furniture and Construction Cost \$ 466,214.86

Additional Costs

Material Handling		
(2 new station with pay at machine option)	\$	37,560.00
(2 new station)	\$	37,560.00
Sub Total Material Handling	\$	75,120.00

AV Technology
(Allowance for Library Technology) \$ 26,890

Bid Cost

FURNITURE COST

Bid Package A (Furniture)	\$	152,079.48
Bid Package B (Shelving)	\$	60,157.33
Total Bid Cost for Furniture and Shelving	\$	212,236.81

CONSTRUCTION COST

Base Bid Cost	\$	264,560.00
Alternate No. 2 (Staff workstation relocation)	\$	6,000.00
Recommended Construction Contingency	\$	13,400.00

Total Bid Cost for Construction \$ 283,960.00

SubTotal Furniture and Construction Cost \$ 496,196.81

Professional Fee \$ 37,000.00

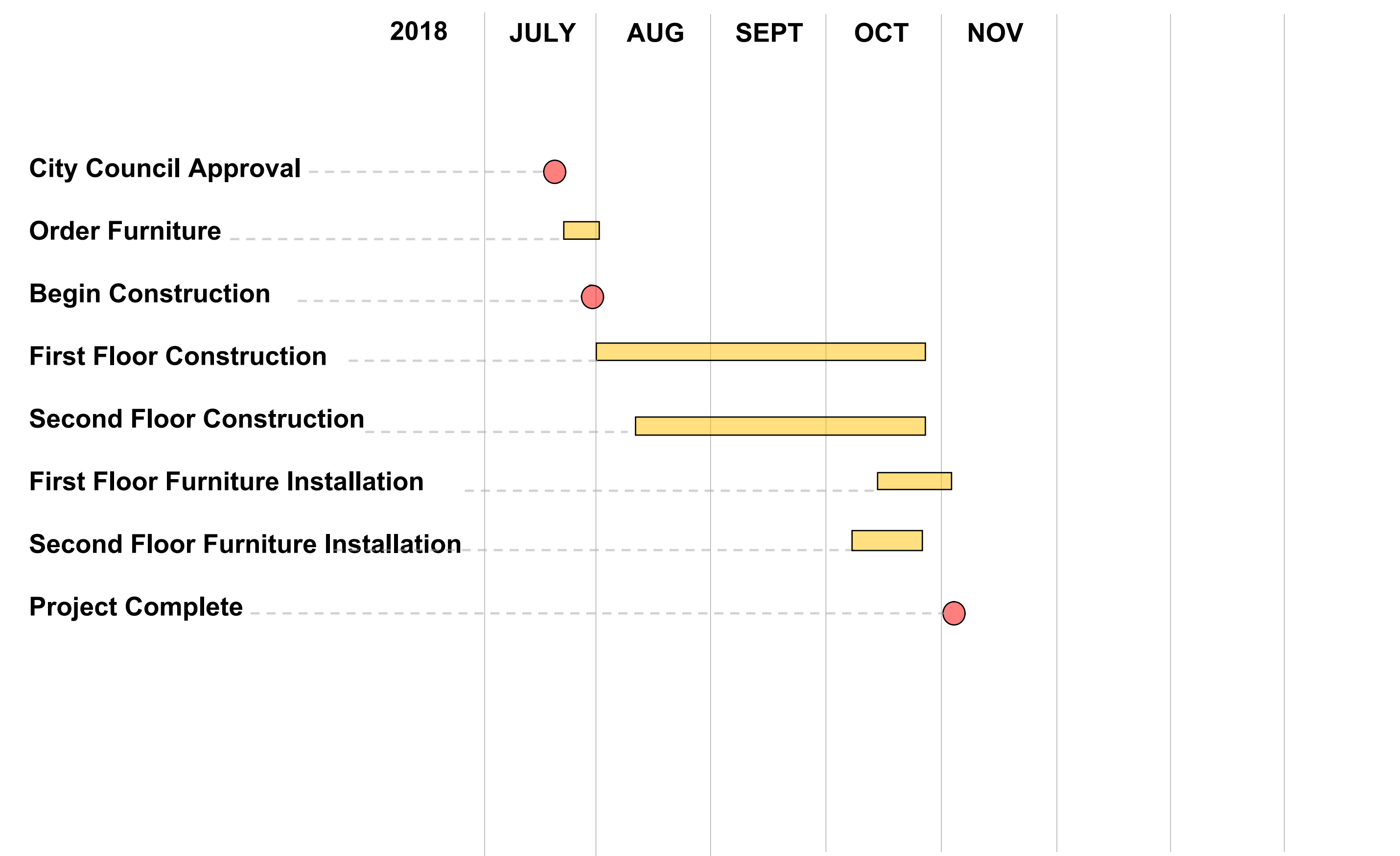
Total Furniture and Construction Cost \$ 533,196.81

Additional Options

Construction Alternate No. 1	\$	26,200.00
(Custom booth seating)		
Material Handling	\$	54,817.20
(Replace 4 existing self check stations)		
AV Technology	\$	13,434.00
(new RFID security gates)		

COLLEYVILLE PUBLIC LIBRARY SPATIAL RECONFIGURATION PROJECT

Estimate of Project Timeline



COLLEYVILLE PUBLIC LIBRARY

SPATIAL RECONFIGURATION PROJECT

City Council Worksession Presentation
July 17, 2018



COLLEYVILLE PUBLIC LIBRARY



LONG-RANGE PLAN 2016 - 2021

Final Report

3.22.2016

Prepared by
Hidell and Associates Architects, Inc.

COLLEYVILLE PUBLIC LIBRARY

LONG-RANGE PLAN 2016 - 2021

Prepared for

**City of Colleyville, Texas
Colleyville Public Library**

by

Hidell and Associates Architects, Inc.

For more information, please contact:

110 Main Street
Colleyville, TX 76034
817.503.1000

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COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

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COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

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ACKNOWLEDGEMENTS

The planning team would like to recognize and thank the Community members and Staff members for their knowledge, assistance, and insight throughout the process of developing this plan. The contributions of the following people are appreciated and help make this document possible:

Library Board

Vernon Noronha, Chair
Kay Newton
Victoria Kennedy- Ziegler
Nancy Andrews
Molly Skinner
Billie Tuttle
Seanna Billinger
Joan Roberts
Nancy Tuuling – Ex Officio, Friends
Cecilia Monacelli – Ex Officio, Foundation
Thad Bolline (former)
Jerome Davis (former)
Charna Logan-Gray (former)
Sue Anne Martinez (former)

Library Staff

Mary Rodne, Library Director
Kara Teeter, Adult Services Librarian
Jack Pawlowski, Circulation / Technical Services Librarian
Lani Hahn, Youth Services Librarian
Cindy Appleby (former Circulation / Technical Services Librarian)
Erica Gill (former Adult Services Librarian)

Mayor and City Council

Mayor David Kelly
Mike Taylor, Mayor Pro Tem
Carol Wollin, Place 1
Chuck Mogged, Place 2
Chris Putnam, Place 3
Jody Short, Place 4
Nancy Coplen, Place 5
Tom Hart, Place 5 (former)

City Staff

Jennifer Fadden, City Manager
Chris Fuller, Deputy City Manager
Terry Leake, Former Assistant City Manager / CFO



LIBRARY PERFORMANCE ASSESSMENT

LIBRARY PERFORMANCE ASSESSMENT

INTRODUCTION

The Colleyville Public Library Long-Range Plan provides a framework for the delivery of library services and programs to meet the dynamic needs of the community for the next five years. The report makes recommendations to assist the Library in meeting these needs to best serve the residents of Colleyville.

During the planning stage, focus groups were conducted, an online survey was circulated, and usage of the existing collection and services were analyzed. The final plan provides recommendations to address space requirements in relation to technology, programming space due to changing service trends and collection development based upon usage. Today, public needs and usage are driving libraries to change, and the internal configuration of the facility will determine the types of services it can offer.

The Library serves the cultural, educational, and intellectual needs of Colleyville residents of all ages. First and foremost, the Library works to ensure that residents will have anytime/anywhere access to materials in a variety of formats. Secondly, the Library offers an array of early literacy programs and services. Third, the Library is a resource that provides materials and programs for lifelong learning, giving Colleyville residents the opportunity to explore topics of interest for self-directed personal growth and development opportunities throughout their lives. In fiscal year 2014, the Library had 134,314 visitors and 50 percent of Colleyville residents were library card holders.

The mission of the Library is:

Colleyville residents of all ages will have state-of-the-art library services, accessible "Anytime, Anywhere."

The Library is responsible for the following core services:



Provide reading, viewing, and listening materials



Provide early literacy programs and services to create young readers



Provide resources for lifelong learning

COMMUNITY FACTORS IMPACTING THE LIBRARY

COMMUNITY DEMOGRAPHICS

The Colleyville Public Library serves Colleyville residents with an estimated service population of 23,740. In FY2014 the Colleyville Public Library had 12,131 resident cardholders and 1,607 non-resident cardholders from surrounding cities that offer reciprocating services. The community is one of the most affluent and highly educated communities of the Dallas-Fort Worth Metroplex, with a median household income of \$153,021 and nearly two-thirds of the city's population over 18 having an associates college degree or higher.

The Colleyville community has a median age of 45.6, which is significantly higher than the 33.6 median age of Texas residents. The median age has increased from 40.0 in 2000 to 45.5 in 2010 and 45.6 in 2013. The largest changes in population since 2000 include a decline in those aged between 35-44 and an increase in those aged 60 and 64.

Aging Population. A 2013 "Internet & American Life Library Services" survey found that Americans with children are the most likely users of the public library and as Americans age (50+) library use declines. In this same study older adults cited a decline in use do to a lack of programs and services tailored to their needs. The expectation of library service is different for the boomer generation (those born between 1946-1964) than previous generations. As they retire and shift life focus, the Library must address their needs and engage them. The Library will need to implement programs and services to engage this segment of the population, as 31.5% of Library card holders are boomers. Partnering with organizations that currently provide services to age 50+ citizens will allow the Library direct access to identify need and expand services. The Colleyville Public Library currently partners with the Colleyville Senior Center to provide programming and outreach. Moving forward this strategic partner will be valuable to keep the aging population engaged.

Affluence and Education. National statistics indicate wealthy and highly educated people are more likely to use libraries, with 50% of those with household incomes over \$75,000 and 56% of those with a college degree having used a public library. With a median household income of \$153,021, and nearly two-thirds of adults with a college degree, Colleyville citizens most likely have access to a computer at home or work. These same citizens are more likely to have access to mobile devices with internet access. The need to provide wireless access, appropriate seating and power for those patrons that bring laptops, tablets, smartphones, and e-readers will increase. The Colleyville Public Library's current furniture configuration limits this type of use. Additionally, the proliferation of mobile devices (tablets, smartphone, e-readers) is impacting the Library collection, as approximately one-third of all Library visits were on Overdrive (the digital collection portal).

CONSUMER TRENDS

Consumers are increasingly utilizing technology for the delivery of information and entertainment, which is having an effect on the public library. Access to information is just a click away and with the proliferation of mobile devices (laptop, smartphones, tablets, and e-readers) and that access has extended to an “Anywhere, Anytime” expectation by consumers. This is impacting library services as consumers expect easy access to a digital collection and are continually searching for comfortable spaces with free Wi-Fi.

A recent 2013 Pew research study among American adults 16 and older who read at least one book in the past year found that:

- **Book Sales** – Twenty-eight percent were e-books, which is up from seventeen percent three years ago, however the vast majority of e-book readers also enjoy printed books.
- **Ownership** - Ownership of tablet and/or e-book readers increases in adults with higher education and income levels. Forty-six percent of adults with a household income above \$75,000 and a college degree have read an e-book in the past twelve months.
- **Transformation** - Growing public support for libraries to move books out of the library to create space for community and tech spaces is up to seventy percent (Americans ages 16+).

These trends are having an impact on library collections and services as consumers’ habits are changing.

Digital Collection. The future adoption rate and use of e-books for public library patrons is difficult to predict, but these consumer trends indicate the digital collection will grow, potentially replacing a portion of the physical collection. This shift to include access to more digital content will require the library to maintain a strong online presence and continually evaluate the physical amenities and services offered.

Technology. The public library has a long history of providing communities with access to technology. Since the Library opened in 2003, the Colleyville Public Library has offered access to public computers. Over the years, the Library has expanded the technology it offers patrons, such as wireless access, self-check-out and self-check-in machines. These types of technology allow the public to quickly return and get new items, and have the added benefit of making staff more efficient.

Transformation. As information has become easier to access, libraries are modifying their physical spaces to stay relevant. The library as a warehouse of information is an outdated concept. The library of the 21st century is a social place, a community workshop, a hub filled with the tools of knowledge. The overall mission of the public library remains a cornerstone of our free society: providing free and fair access to information anytime, anywhere. Libraries must evaluate and modify their existing collections and services to meet these shifting community needs. By identifying materials, services, and spaces that are inefficient or underutilized, the Library can find space and shift funds to help meet these changing needs.

Time Compression. The spectrum of human need is continually expanding. The paradigm of “need” is changing, evolving, and most importantly, speeding up. Time compression is affecting nearly every aspect of our lives, but as we compress our time, we are also compressing our needs. Today people sleep, on average, two hours less per night than 80 years ago. People are eating lunch and dinner on the run and younger generations are multitasking experts, surfing the web and watching TV at the same time. A recent Internet & American Life Library Services Survey found 43 percent of the people in our society are having trouble making decisions because of sheer data overload. This shift in human behavior is having an impact on the Library, as people expect streamlined access to materials and services.

COMMUNITY OPINION REGARDING THE COLLEYVILLE PUBLIC LIBRARY

As part of the overall needs assessment process, the planning team engaged the community to assess overall satisfaction, as well as current and future needs. A survey was distributed which resulted in **1,386 total participants** of which 71 were not current Library cardholders and 118 were nonresidents. Questions included assessment of the Colleyville Public Library's current conditions, challenges (current and future), strengths, barriers and expectations, and what services the Library might provide to address those outcomes / findings. The results indicated an overall satisfaction with Library services and staff.

Who Participated



Participant Snapshot

1,386 total participants

95% are Colleyville Public Library card holders

87% have used the Library in the past year

44% have children at home

58% have used the Library in the last month

How the Participants Use the Library

- Respondents find weekday afternoons the most convenient time to visit the Library.
- 41 percent of respondents find out about Library programs and services via the Library website.
- 94 percent of respondents believe the role of the Library includes providing books, movies, and music for people to borrow, which the Library does currently.
- 43 percent of respondents pick-up holds when visiting the Library.

What the Participants Thought

- Respondents overwhelmingly find the staff helpful and pleasant.
- Most check out books, movies and music when visiting the Library.
- Respondents noted the limited digital collection as a barrier for use.
- 80 percent of respondents expect their use of digital downloaded content to increase over the next five years.

What the Participants Want

- 85 percent want an increased selection of downloadable books.
- 94 percent want an increased selection of bestselling books.
- Respondents want additional access to children's programs.

Additional needs identified include

- Access to more comfortable seating for reading, studying, or meeting with friends.
- Ability to return digital materials early.
- A "clearer and simpler way to download e-books and videos."
- Increased access to bestselling books.
- Increased access to books that are part of a popular series.

PEER LIBRARY COMPARISON

The Colleyville Public Library performs very well within the State of Texas. Utilizing the Texas Public Library Statistics for 2014, the planning team compared the Colleyville Public Library vs. communities with a population of (15,000-24,999) and the state average for all libraries.

The Colleyville Public Library excels in key performance criteria such as library visits per capita (18 percent above state average), circulation per capita (88 percent above state average), and circulation per hour (three times the state average). The high circulation per capita and circulation per hour statistics are a good indication the collection is being used by the Colleyville community.

The digital collection for Colleyville is circulating at a rate 2.3 times the state average. As more patrons shift to accessing the collection digitally, the statistic of library visits per capita indicates the facility and programs remain relevant to community needs.

Peer Library Analysis

	<i>Colleyville FY 2014</i>	<i>Average 15,000 – 24,999 population FY2014</i>	<i>Average Statewide FY2014</i>
<i>Total Circulation</i>	9.60 items/capita	4.74 items/capita	5.10 items/capita
<i>Library Visits</i>	5.48 visits/capita	3.27 visits/capita	4.63 visits/capita
<i>Adult Digital Circulation</i>	0.61 items/capita	0.33 times	0.26 times
<i>Adult Physical Circulation</i>	4.42 items/capita	2.80 items/capita	3.03 items/capita
<i>Children's Physical Circulation</i>	4.54 items/capita	1.58 items/capita	1.76 items/capita
<i>Adult and Children's Program Attendance</i>	0.78 /capita	0.38 /capita	0.63 /capita
<i>Reference Appendix for Peer Library Analysis</i>			



LIBRARY SERVICES ASSESSMENT

LIBRARY SERVICES ASSESSMENT

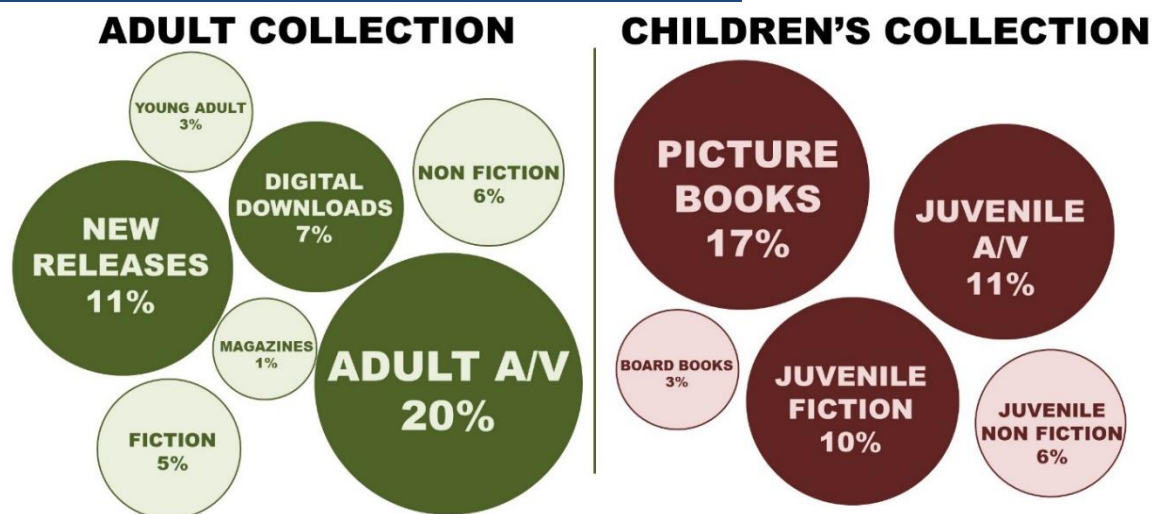
OVERVIEW OF CURRENT LIBRARY SERVICES

Overall, the planning team found the Colleyville Public Library to be a well-organized, active public library. The Library is separated on two floors with the adult, teen, and staff areas located on the first floor and the children's area and program rooms located on the second floor. The facility is in good shape and well maintained. The Library includes adult and children's collection areas, ten adult and twelve children public access computers, three study rooms, a dedicated teen room, a dedicated storytime room, a dedicated craft room and support staff spaces. The Library provides access to adult, teen and children's collections, and table and lounge seating. The facility has maximized its capacity in providing adequate space for collections, programs and services to the community.

ASSESSMENT OF THE LIBRARY'S COLLECTION

The collection is well-managed and well-organized. The Library's overall circulation of 9.60/items per capita is well above the state average, and is an indication of use by Colleyville citizens. The circulation by collection breakdown indicates Adult Audio/Video and Children's Picture Books as significant leaders in the number of checkout by patrons. These are very typical results for suburban public libraries, as the most popular collections are typically children's books, DVD's (both children's and adult) and new releases. In 2014, approximately sixty percent of all items checked out at the Library fit into these four collections. Where this result is typical, it fails to give a true indication of the actual use of each collection, as the A/V collections have a lending time different than that of new releases. To get a true indication of use, a collection utilization formula was applied.

Circulation by the Numbers (FY2013-2014)

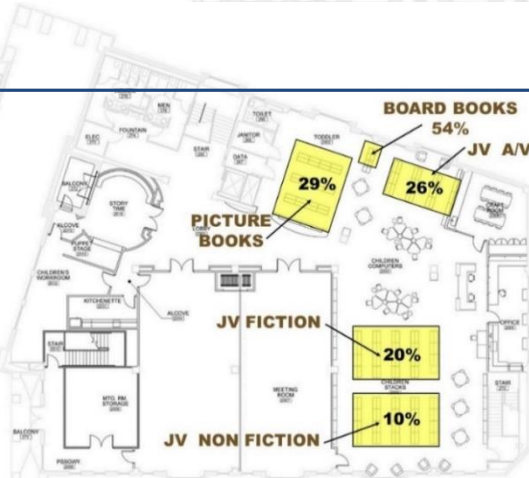
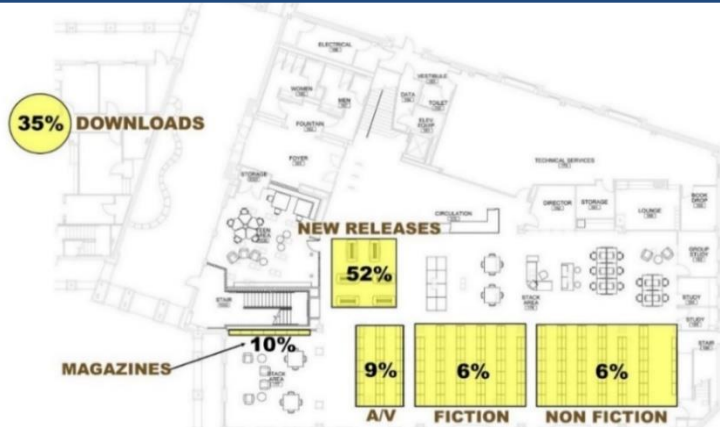


COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

COLLECTION UTILIZATION

The planning team evaluated the utilization of each collection by taking the collection turnover and dividing by the circulation period. The collection turnover is a data point that represents how frequently a given collection is checked-out. The circulation period for the Library is 21 days for books and seven days for Magazines, Adult DVDs, Children's DVDs, and Music CDs. The resulting utilization percentage is the amount of collection in circulation at any given time revealing the intensity of use. Applying this formula to each collection, gives a resulting map of use. The top three most utilized collections were the Board Books (54 percent), New Releases (52 percent), and Digital downloads (35 percent). Library planners use a 20 percent utilization for any given collection to determine the number of shelves required. Having 20 percent of the collection in circulation at any given time allows access to high demand items, without high wait times. The Colleyville Public Library's utilization results indicate a need to expand these collections to meet demand. Conversely, the Adult Fiction and Non Fiction collections have a low utilization, which can be attributed to a shift in access to content online, and how the Library displays the collections. The Library displays many popular Fiction and Non Fiction items in the new book collections, providing patrons easy access. These results indicate a need to evaluate and transition collections.

Adult Collection Utilization



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Additionally as a rule of thumb, the shelf life of a book is measured by the number of times it circulates with an average shelf life of forty check outs. Given the high volume of circulation for these collections (8.22 for New Releases and 9.08 for Board Books) one would expect to replace approximately 20 percent of this collection annually to maintain a current and visually appealing collection.

The Library can evaluate each collection to determine high circulation items and shift collection allocation toward these high use items. Conversely, the Library currently has several collections which are underutilized that need evaluation as well. Growth of the collections is currently constrained by the limits of the Library facility; therefore, to add additional items to the heavily used collections will require a reduction of items that are circulating less frequently.

ASSESSMENT OF THE LIBRARY'S TECHNOLOGY

The Colleyville Public Library provides a basic level of technology access to the community with 22 public computers, a digital projector in each community meeting room and a large format monitor in the teen room. Checking materials in and out has been streamlined for both patrons and staff with the addition of six self-check machines and two automated book returns (exterior and interior). A digital sign in the lobby provides marketing opportunities and access to online catalogs assisting the public searching for materials.

Library users' expectations change as new and more advanced technology becomes available to the general public. These changing expectations require the Library to assess and implement new technologies as people's needs change. Currently, the adult public computers are underutilized, with patrons using them approximately 20 percent of available hours. This can be attributed to public adoption of mobile devices and access to computers at home or work. Patrons have access to mobile phones, tablets and computers they carry with them, which has shifted the demand of the Library from providing public computer access to providing a robust Wi-Fi system and access to power for these mobile devices.

The planning team recommends transitioning the adult public computers to a flexible furniture system. The existing large stations in which the computers are located were originally designed as a study area. These oversized units take up a lot of room and do not provide any flexibility. Transitioning to an open table style furniture system will provide space for the adult public computers, as well as, space for people who bring their own devices.

The children's area includes two types of fixed computer systems which provide access to toddler and juvenile age ranges. Due to a proprietary software system, the Library is not able to track computer use for the toddler computers. The computers that allow tracking indicate consistent usage during available hours. The Library can implement a visual tracking method for the toddler computers to evaluate use and make adjustments accordingly.

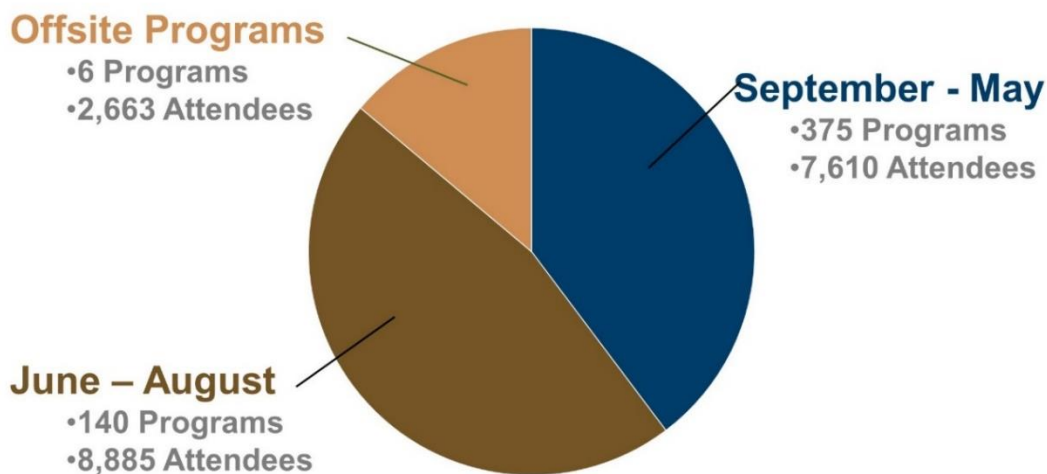
ASSESSMENT OF THE LIBRARY'S PROGRAMMING

The Colleyville Public Library is a vibrant amenity in the Colleyville community. The children's programming offered at the Library is comprehensive and well-attended. The second floor programming rooms were utilized 76 percent of available hours.

Many of the most popular children's programs require registration and quickly reach capacity. The community expressed a need for increased access to these popular children's programs that quickly reach capacity. In particular, patrons noted in the online survey the spots in the programming for 2 to 4 year old children are sometimes at maximum capacity. The planning team recommends evaluation of these popular programs, moving the location to a larger capacity room, or adding a second time to increase availability.

As stated earlier in the report the demographics of Colleyville will have an effect on use, as national statistics indicate that as a population ages, they often become disconnected with the public library. The Colleyville Public Library does a great job marketing to children and providing quality programming. Working with the Recreation staff at the Colleyville Senior Center, the Library does engage the aging population through joint programming. The Library can expand on this outreach with an active marketing plan for adult programming. Using outreach efforts as well as surveying the community and the patrons on what program topics would interest them could improve the outcome of participation for adult programming.

All Programming (Adult, Children, & Teen) FY2014



ASSESSMENT OF THE LIBRARY'S FACILITY

The existing building is 23,280 square feet located at 110 Main Street. The building was originally constructed in 2003, and the second floor was renovated in 2011. The existing location is centrally located within the Colleyville service area, and is attached to the City Hall as part of a municipal complex.

The existing building is heavily used by Colleyville community and others with over **134,314 visitors** in FY2014. The facility is in excellent condition and well-maintained. Overall, the layout is manageable for patrons and staff, however inefficiencies were found in the first floor layout. The community expressed easier access to popular materials as the most significant change to improve the facility. Many of the popular materials are located in close proximity to the entry on the first floor, however, the experience of finding these items is not as intuitive as it could be. The planning team recommends implementing an enhanced marketing and signage strategy for popular items, both physical and electronic.

The first floor layout (furniture, collection, and seating) has not changed much since opening of the facility in 2003. During the renovation of the second floor in 2011, the first floor meeting room and children's areas were relocated, enabling the Library to create a teen room and provide additional space for seating and mobile shelving. The result is a more open layout, however the remaining desk, seating, technology, and collection layout has remained static. As access to information and technology have changed, the requirements of library spaces has changed. The following items are contributing to the inefficiency of the first floor layout:

- **Multiple Service Desks** - The existing service desk configuration is inefficient and confusing to patrons. The close proximity of two desks (less than 20 feet apart) requires patrons to navigate between them for any needs/questions.
- **Public Computers** - The existing adult public computer furniture is oversized and does not allow flexibility.
- **Seating Flexibility** - The facility lacks flexibility in seating choices for patrons within the adult area. Often a four person table is utilized by only one person.
- **Access to Power** - The existing furniture does not have access to power for personal devices.
- **Layout** - The organization/layout of the facility does not maximize marketing of collections, services and programs.
- **Lounge Seating** - The existing adult lounge furniture is showing wear.

The second floor layout contains a combination of programming rooms, storytime, and children's collection area. The layout is working for the Library's needs. The online survey results indicated a need to locate a few popular adult materials on the second floor for parents of small children to browse while their children are utilizing the second floor services.

The Colleyville Public Library's core mission for many years has been access to the collection, which remains one of the most important services they provide. Nevertheless, a modern public library is far more than just a warehouse for its

COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

physical collection. Reader seating is an important measure of a library's ability to accommodate visitors who come to read, socialize, and use the collection.

Libraries try to provide a range of seating types to meet the needs of a variety of users, including those who wish to sit comfortably while they read or browse current materials, students who need space at a table or groups that need space to spread out and collaborate on projects.

There is a lack of lounge and task seating throughout the first floor of the Library. The existing four seat tables are large and most often accommodate one person. A variety of table sizes, both two seat and four seat, as well as, lounge furniture with access to power could greatly improve the flexibility for patron use.



CONCLUSIONS

CONCLUSIONS

What the Library does well...

Circulation is Strong



102% ABOVE

THE STATE AVERAGE FOR FY2014
234,667 items or 9.6 items per resident

It's a Destination

134,314 VISITS
FY2014

|OR|

67% ABOVE THE STATE
AVERAGE FOR PEER
COMMUNITIES

Programming is Excellent



19,158

LIBRARY PROGRAM ATTENDEES
FOR FY2014

120% above the state average and
second among peer cities

What the Library can do to
improve...

Priority 1

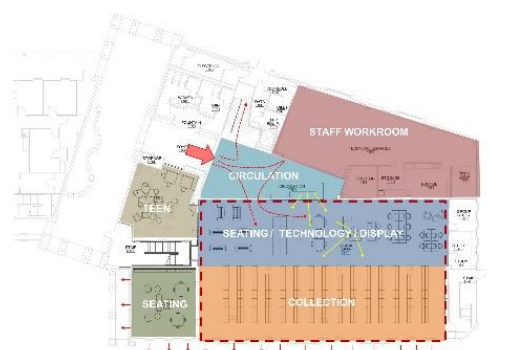
IMPROVE ACCESS TO POPULAR MATERIALS



- Reallocate collection development to meet patron use patterns, expanding the collection of high use items.

Priority 2

SIMPLIFY USER ENGAGEMENT



- Increase flexibility of space by transitioning the adult public computers furniture to an open table system.
- Transition to one staff service desk on the first floor.
- Improve access to popular items.
- Increase the variety and type of seating.



LIBRARY SERVICE RECOMMENDATIONS

LIBRARY SERVICE RECOMMENDATIONS

Recommendation **Reallocate collection development to meet patron use patterns**

The Colleyville Public Library's collection management plan is well crafted and gives appropriate weight to the educational, informational, cultural and recreational needs and wants of citizens. Although the collection is well-selected and carefully maintained, the circulation data indicates an imbalance of use by patrons. The high and low use of specific collections indicates a need for a performance based collection management system.

Goal The Colleyville Public Library should strive to achieve a balanced collection utilization over the next five years.

Action Plan

Step 1: Beginning in FY17, evaluate and transition collection funding to provide a balanced collection utilization.

Step 2: Beginning in FY17, evaluate a performance based collection management software solution to monitor the collection utilization over the next five years.

Recommendation **Transition to a single service point on the first floor**

The current first floor service desk configuration is inefficient and confusing to patrons. The close proximity of two desks (less than 20 feet apart) requires patrons to navigate between them for services. Additionally, these two desks take up a lot of floor space that could be used for display of high use collection items, or additional seating.

Goal The Colleyville Public Library should plan to reconfigure the existing service desk configuration to a centrally located single service point.

Action Plan The following are two options to create a single service point on the first floor:

- Option 1:** Remove the existing reference desk and transition staff and equipment to the existing circulation desk.
- Option 2:** Purchase a new single service point desk and remove the existing circulation and reference desks.

(The report includes two conceptual reconfiguration plans. Reference page 18 for options.)

Recommendation**Revise public access to technology**

The Colleyville Public Library's adult public computers are underutilized, as the computers are used 20% of all available hours. This can be attributed to the public's access to personal computers and high speed internet at home or on mobile devices. The Library has seen an increase in patrons utilizing their own devices, which has increased the need for flexible seating.

Goal The planning team recommends the Library transition the adult public computers to a flexible furniture system that will allow access to power for patrons that bring their own devices.

Action Plan Replace the existing adult computer furniture with a series of tables that include power for laptops and mobile devices.

Recommendation**Update and increase the number of reader seats**

There is a lack of lounge and task seating throughout the first floor of the Library. The existing four seat tables are large and most often accommodate one person. A variety of table sizes, both two seat and four seat, as well as, lounge furniture with access to power could greatly improve the flexibility for patron use.

Goal As furniture items meet their lifespan, the Library should replace tables and seats that allow for mobility and power connectivity.

Action Plan **Step 1:** Replace the existing adult lounge seating, as it is worn and needs to be replaced.
Step 2: Increase public access to reader seating, as existing furniture items get removed or reallocated.

(The report includes two conceptual reconfiguration plans. Reference page 18 for options.)

Recommendation **Improve access to popular materials**

The existing facility is in excellent condition and well-maintained. Overall, the layout is manageable for patrons and staff, however the community expressed easier access to popular materials as the most significant change to improve the facility. Many of the most popular adult materials are located in close proximity to the entry, however, navigation of these items is difficult without a cohesive marketing plan. As the Library begins to balance the collection utilization, a transition of required collection capacity is anticipated. This will require the Library to reallocate shelving and revise the layout to provide easy access to those popular items.

Goal The Colleyville Public Library should evaluate and revise the location and access to popular materials as the amount of collections change. Additionally, the Colleyville Public Library should implement a marketing plan to keep patrons informed of the services available.

Action Plan

Step 1: Provide signage for current shelving units that display popular items.

Step 2: As the popular collections grow and less popular collections decrease, the Library should implement a plan to revise shelving accordingly.

Step 3: Provide a minimum of one mobile shelving unit on the second floor with access to popular adult collection items. The Library should track the utilization of these shelves and adjust the location / collection as required.

(The report includes two conceptual reconfiguration plans. Reference page 18 for options.)

Recommendation**Revise access to children's programs**

Many of the most popular children's programs require registration and quickly reach capacity. The community expressed a need for increased access to these popular children's programs that quickly reach capacity. In particular, patrons noted in the online survey the spots in the programming for 2 to 4 year old children are sometimes at maximum capacity.

Goal Expand access to popular children's programs

Action Plan The planning team recommends evaluation of these popular programs, moving the location to an existing larger capacity room, or adding a second time to increase availability.

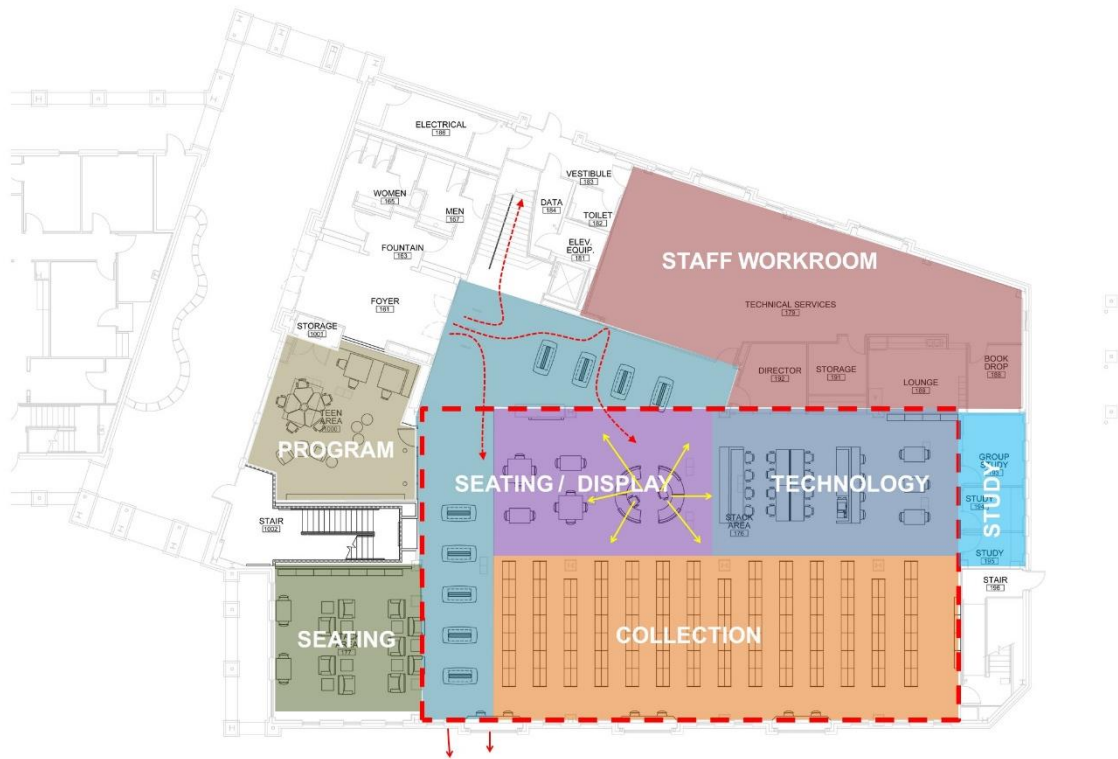
Recommendation**Engage the aging population**

The Colleyville community has a median age of 45.6, which is significantly higher than the 33.6 median age of Texas residents. The median age has increased from 40.0 in 2000 to 45.5 in 2010 and 45.6 in 2013. The Library should initiate programs and services to engage this segment of the population, as 31.5% of Library card holders are boomers.

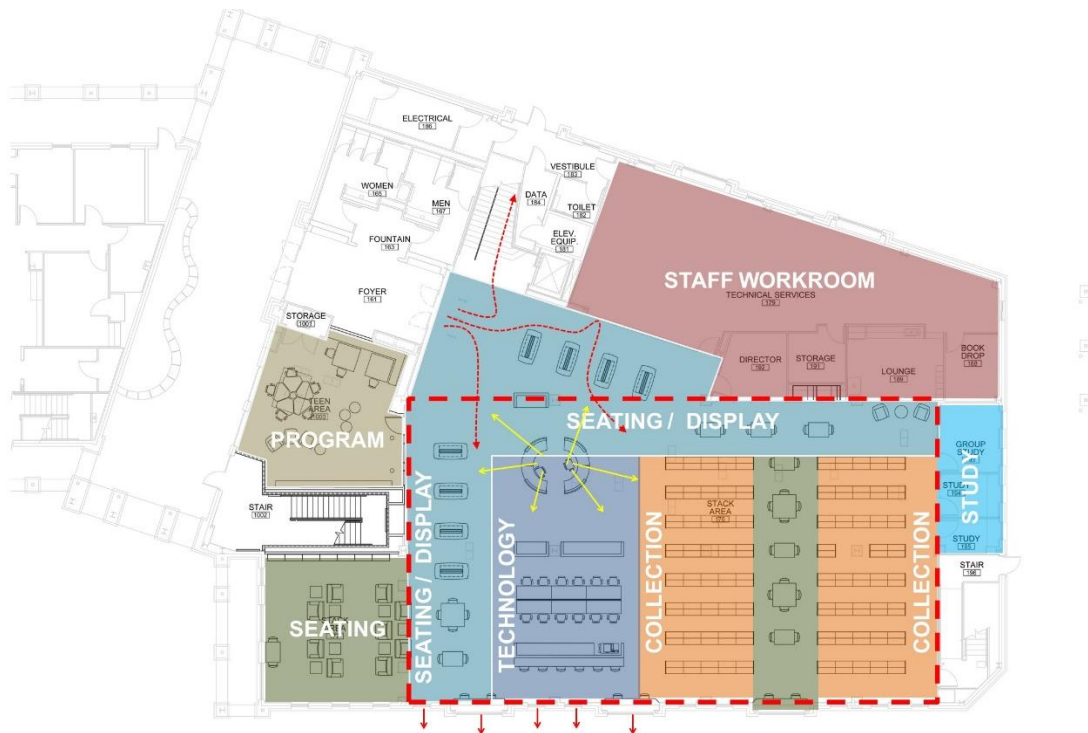
Goal To stay relevant with the adult community by offering programming and services specific to their needs.

Action Plan The planning team recommends expanding upon the existing partnership with the Senior Center to provide outreach to the aging population. Additionally, the Library should implement an active marketing plan for adult programming and survey community members to determine programs, services, and collections that are relevant to older Library card holders.

First Floor Organizational Layout – Scheme One



First Floor Organizational Layout – Scheme Two



Implementation Plan

A logical progression of next steps should include a strategic approach to the implementation of recommendations. The recommendations with little to no cost impact on the library budget can be implemented upon the approval of the long-range plan. The recommendations with cost implications can be implemented as funding becomes available. Currently the Library Friends, Library Foundation, and individual donations are additional funding sources.

Implementation of Recommendations

1. Reallocate collection development to meet patron use patterns
 - The Library has already begun the process of analyzing the various collections to determine items with high and low use. Based on this information the library has started the process of shifting collection allocation to increase access to the high use items.
2. Transition to a single service point on the first floor
 - Upon approval of the long-range plan a further planning process to develop the specific modification such as desk design, and furniture selection will be required to establish the layout, phasing, and cost impacts. The revised furniture layout, type of furniture, and phasing strategies will all impact the total project cost.
3. Revise access to children's programs
 - Upon approval of the long-range plan the Library should begin evaluation of popular programs to determine the program expansion needs (moving to a larger room or providing a second time).
4. Improve access to popular materials
 - Upon approval of the long-range plan and based upon the analysis of the collection the Library should begin to provide signage for popular items and shift collections accordingly.
5. Revise public access to technology
 - Upon approval of the long-range plan a further planning process to develop the specific furniture selection will be required to establish the layout, phasing, and cost impacts.
6. Update and increase the number of reader seats
 - Upon approval of the long-range plan a further planning process to develop the specific furniture selection will be required to establish the layout, phasing, and cost impacts. The Library previously developed a plan to increase the number of reader seats within the magazine area. Based upon available funding the Library should proceed with the established plan for additional seating in this area.
7. Engage the aging population
 - Upon approval of the long-range plan the Library should expand upon the existing partnership with the Senior Center and implement an active marketing plan for adults.



APPENDIX



LIBRARY UTILIZATION RESULTS

APPENDIX - LIBRARY UTILIZATION RESULTS

GENERAL USE STATS

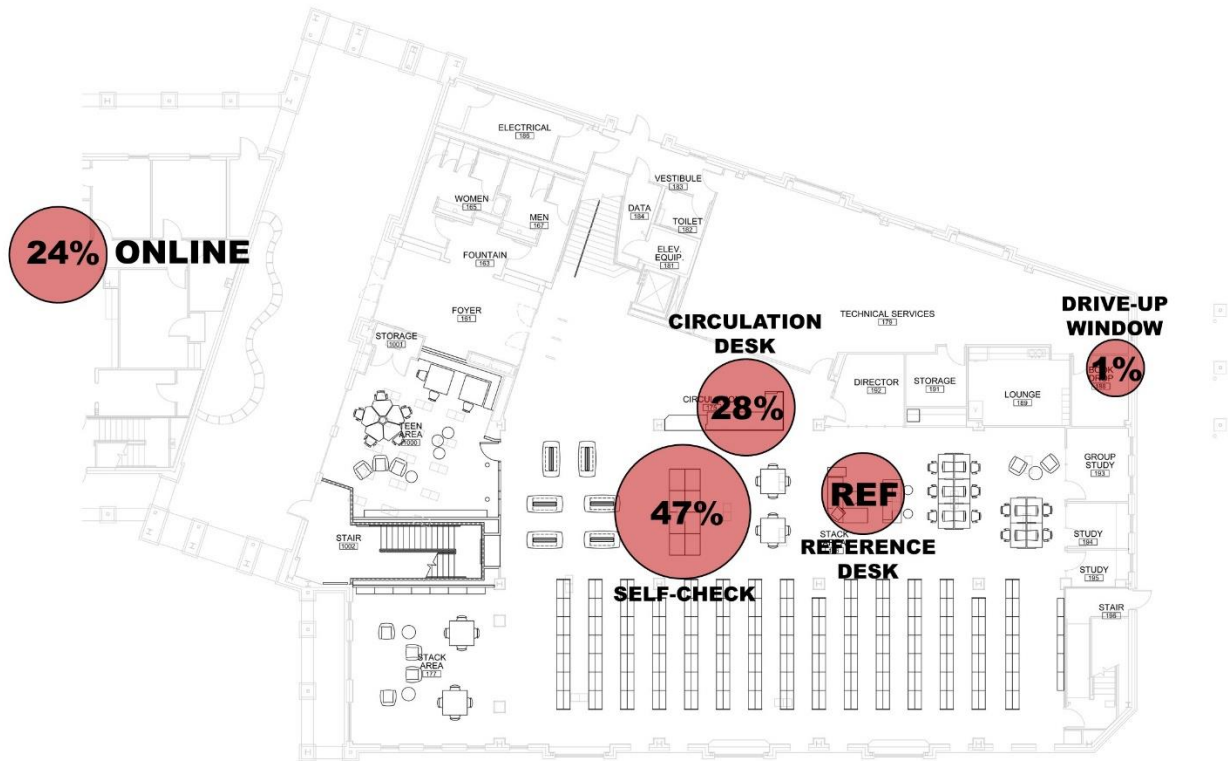
Computer and Study Room Use – Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

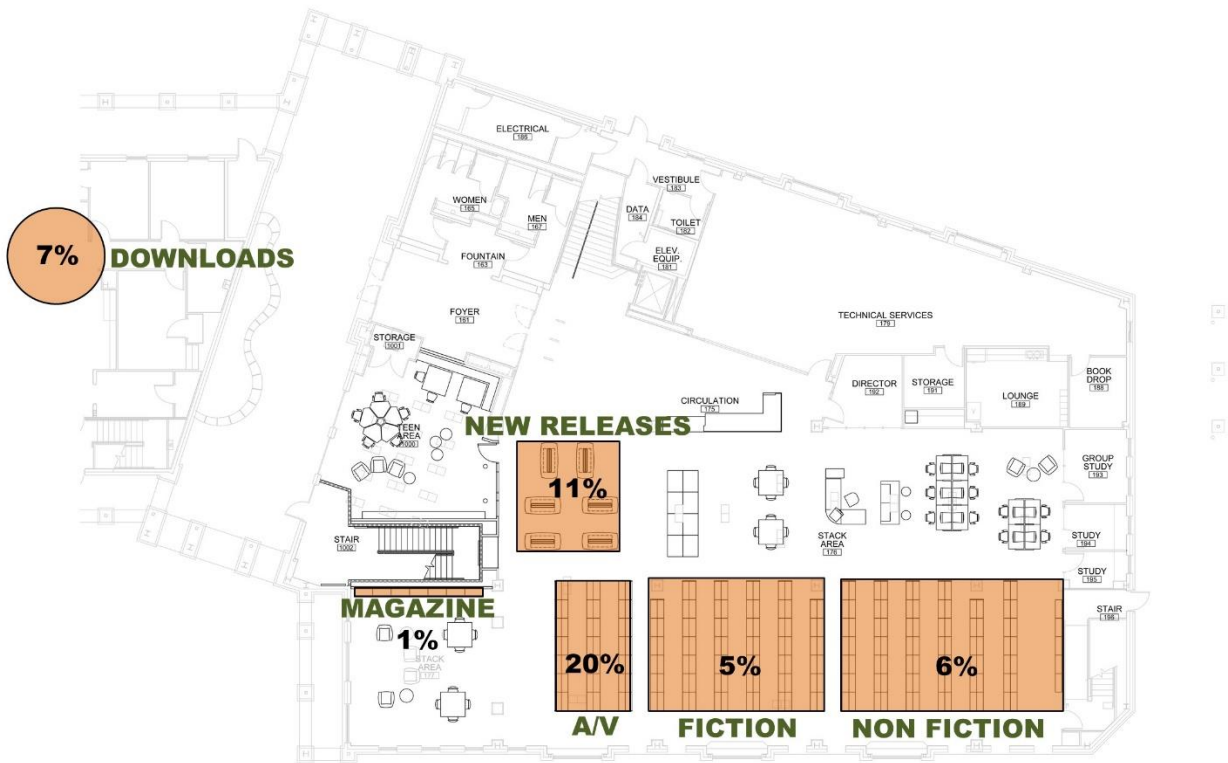
GENERAL USE STATS

Transactions – Lower Floor



GENERAL USE STATS

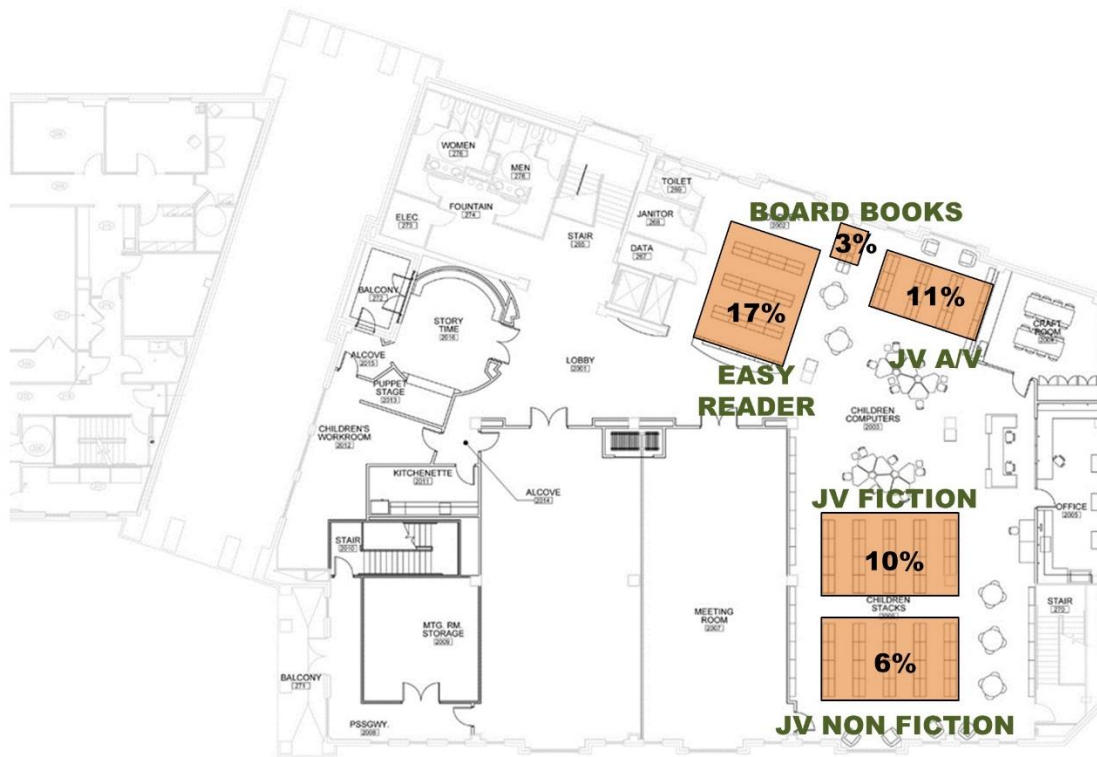
Total Adult Circulation – Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

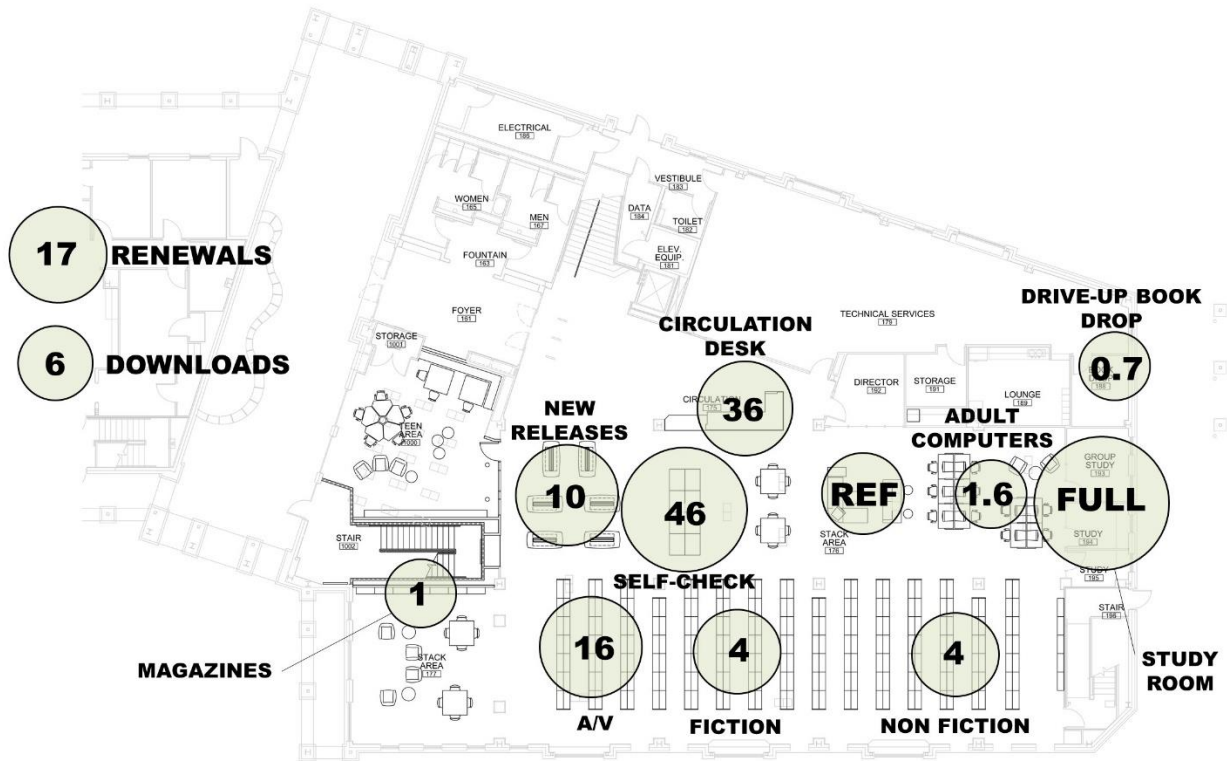
Total Children's Circulation – Upper Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

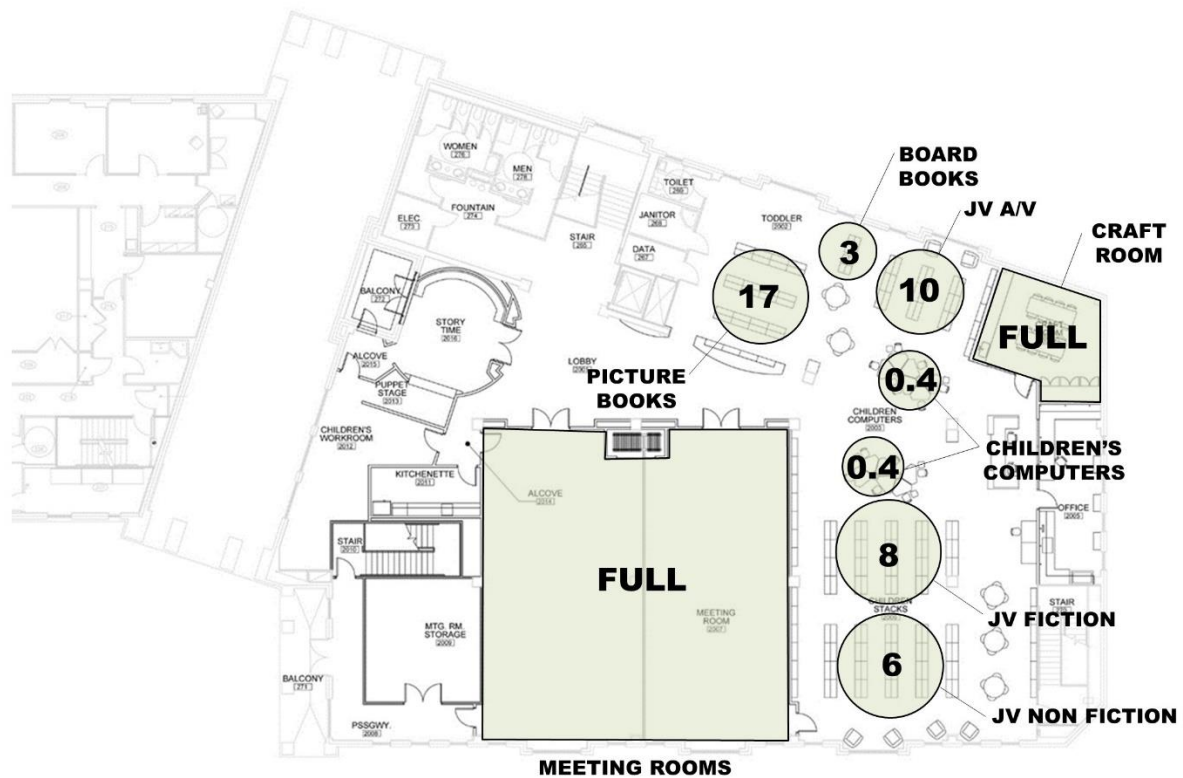
Use per Hour – Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

Use per Hour – Upper Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

Average Use per Item (Adult Collection) – Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

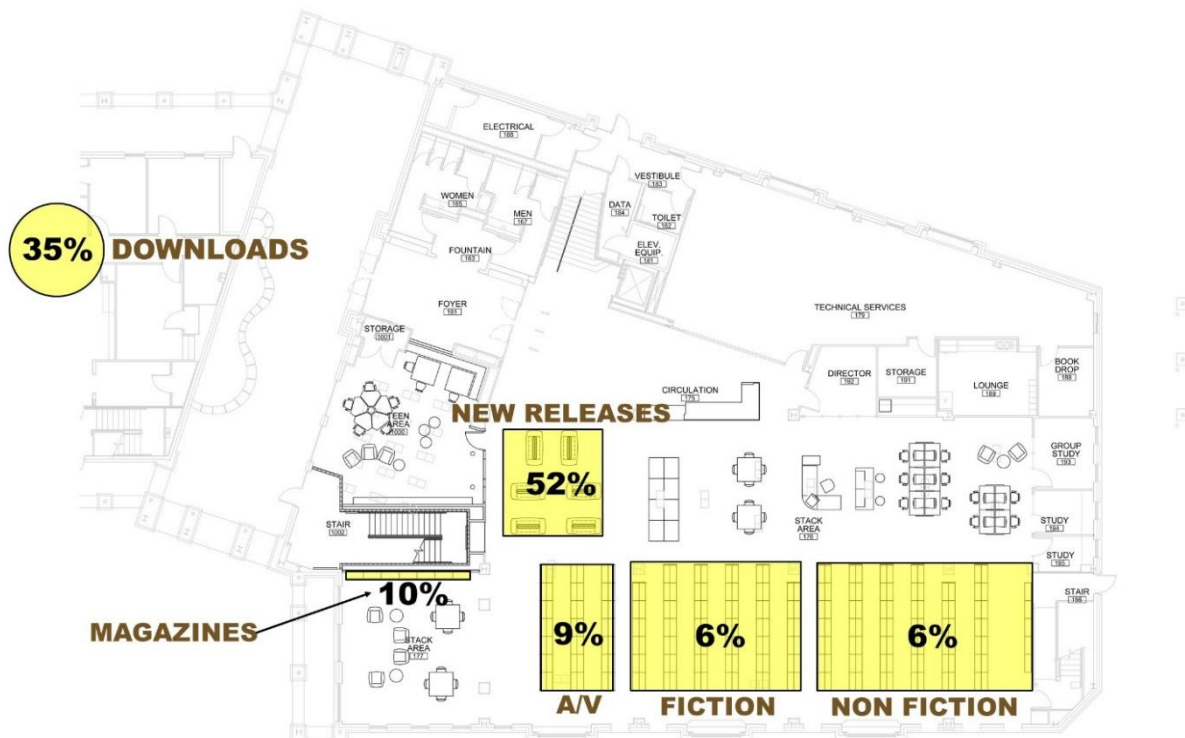
Average Use per Item (Children's Collection) – Upper Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

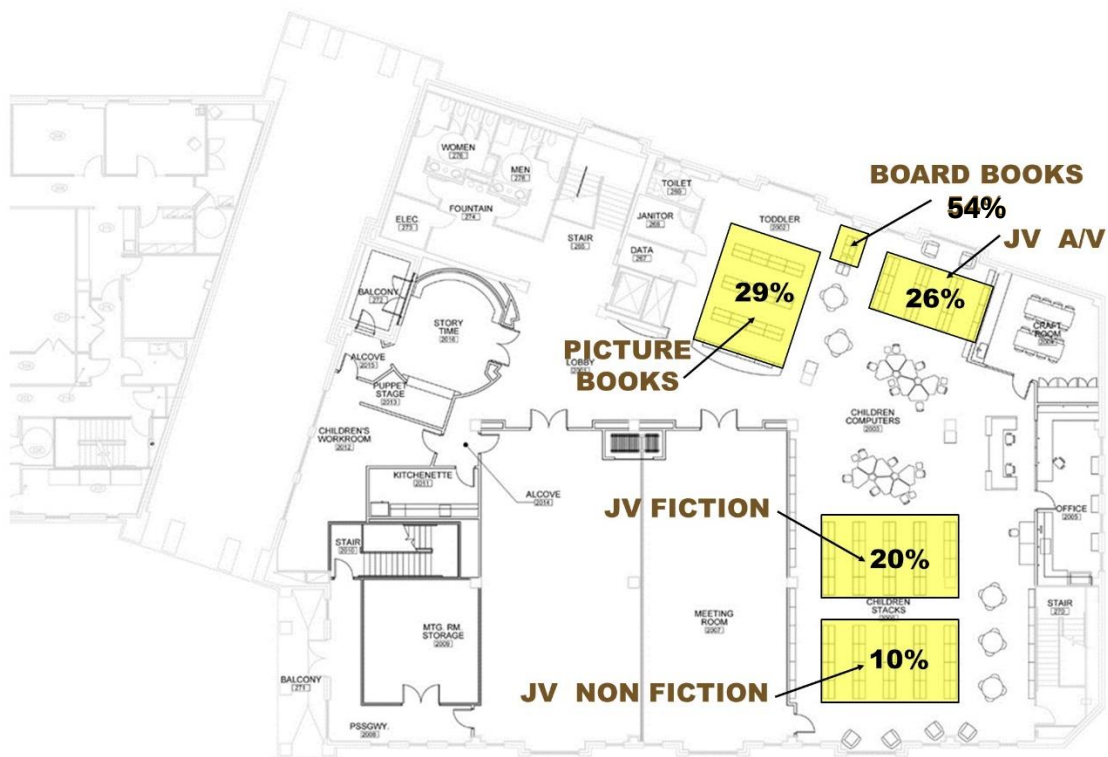
Collection Utilization (Adult Collection) – Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

GENERAL USE STATS

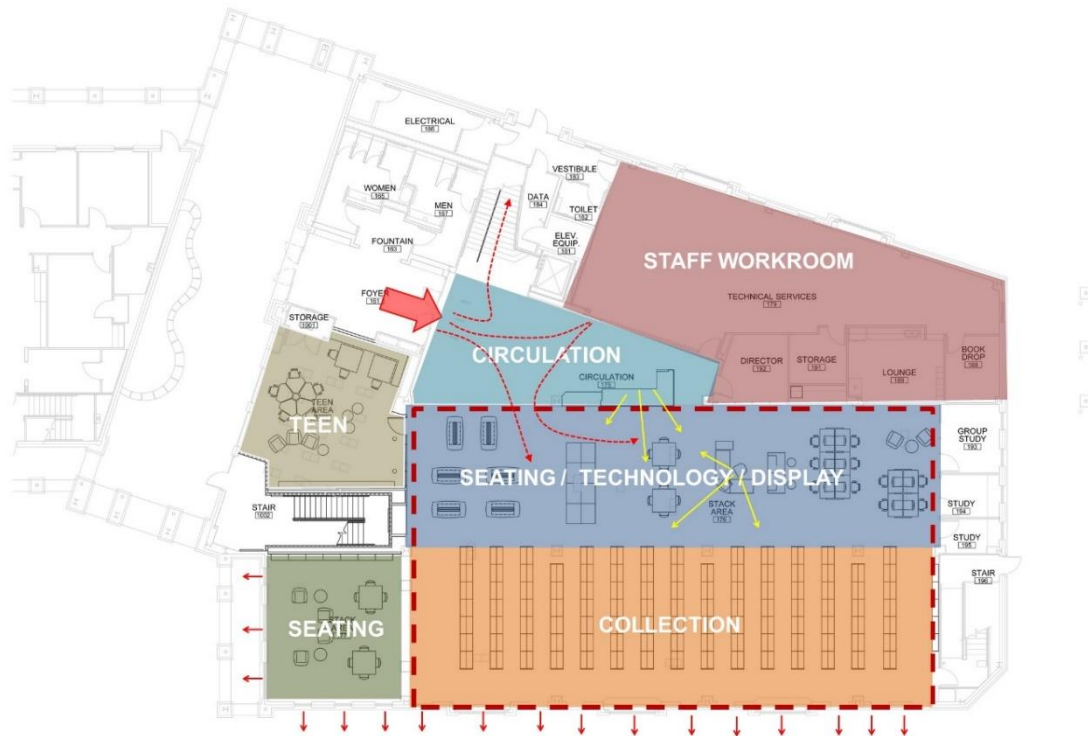
Collection Utilization (Children's Collection) – Upper Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

CURRENT LAYOUT

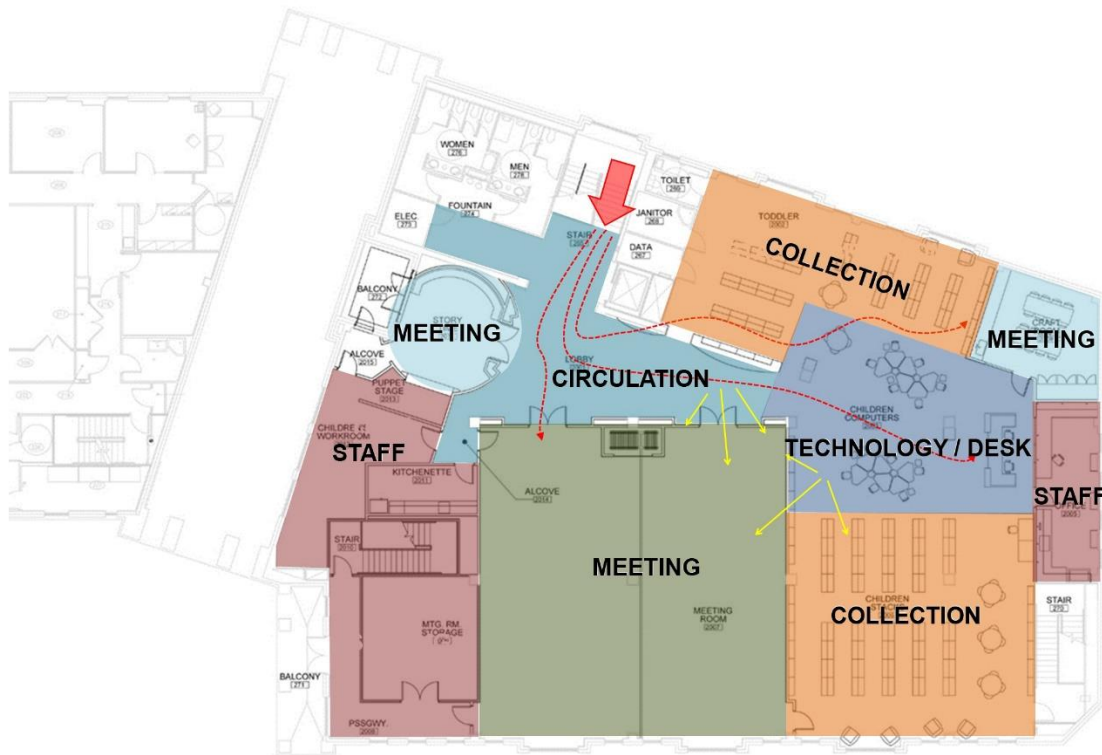
Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

CURRENT LAYOUT

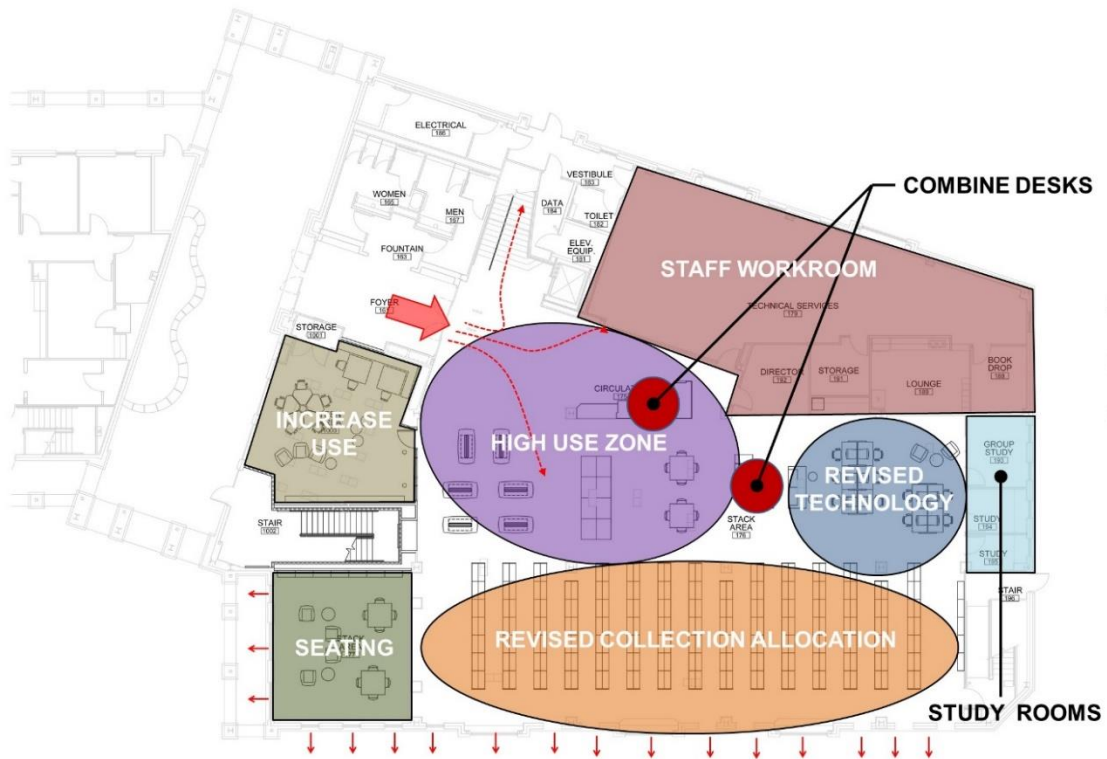
Upper Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

WHAT THE USE NUMBERS INDICATE

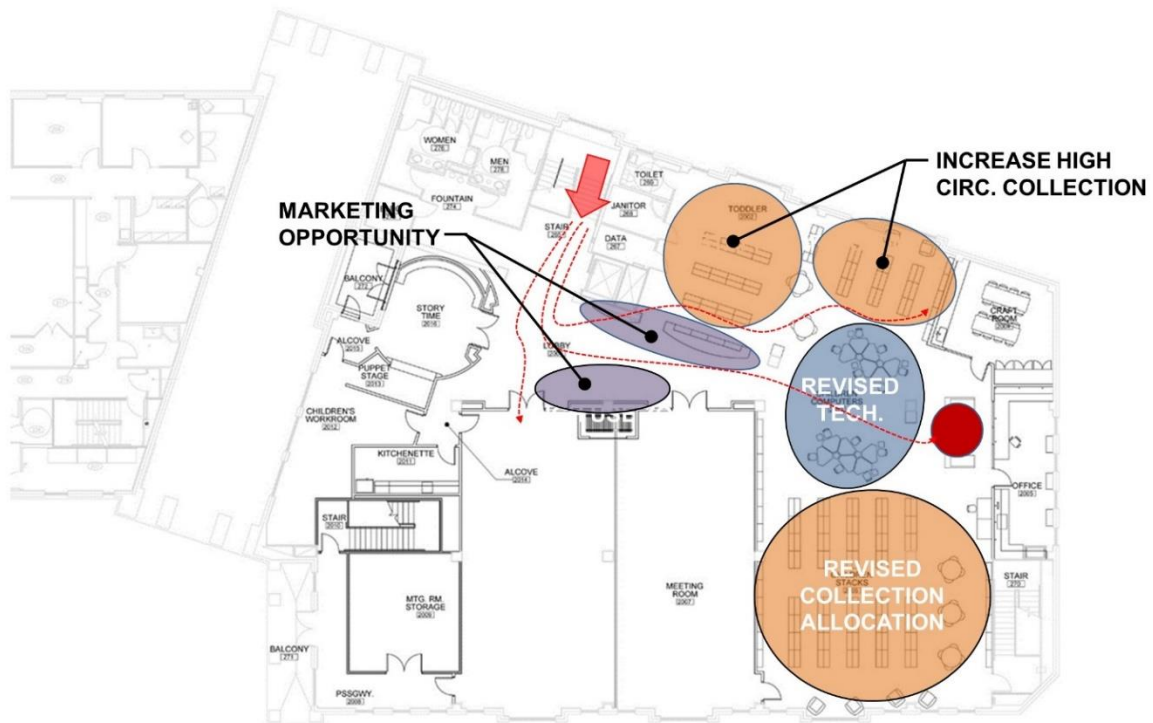
Proposed Layout Analysis - Lower Floor



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

WHAT THE USE NUMBERS INDICATE

Proposed Layout Analysis – Upper Floor





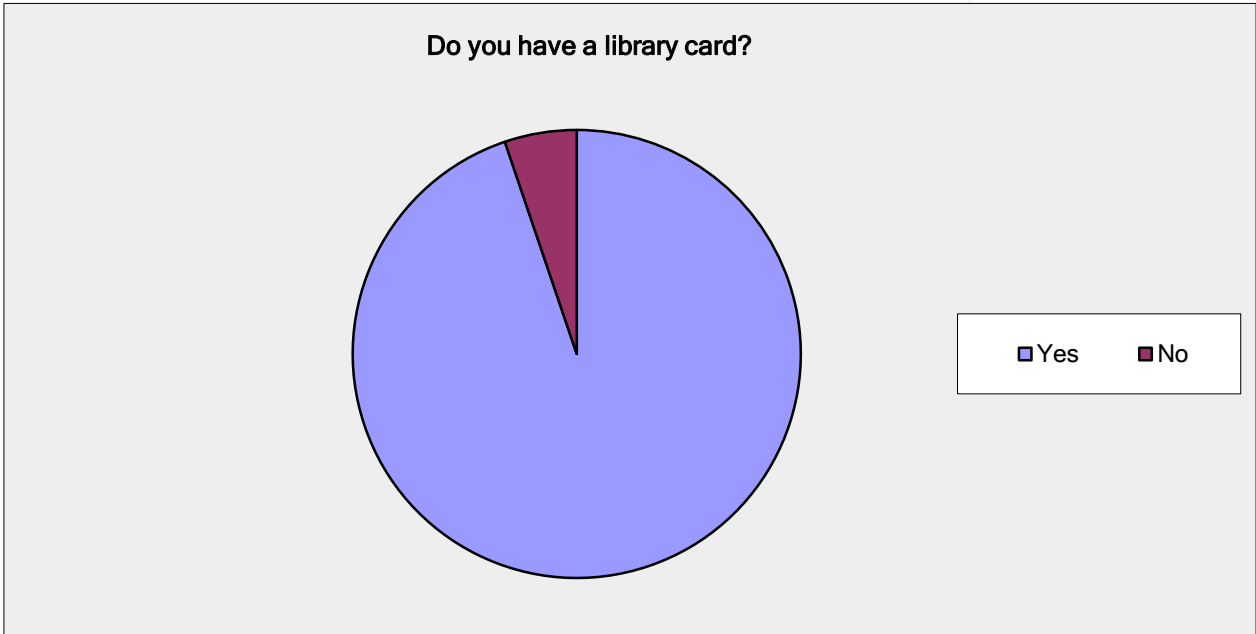
SURVEY RESULTS

APPENDIX - SURVEY RESULTS

Q1: Do you have a library card?

Answered: 1,372 Skipped: 14

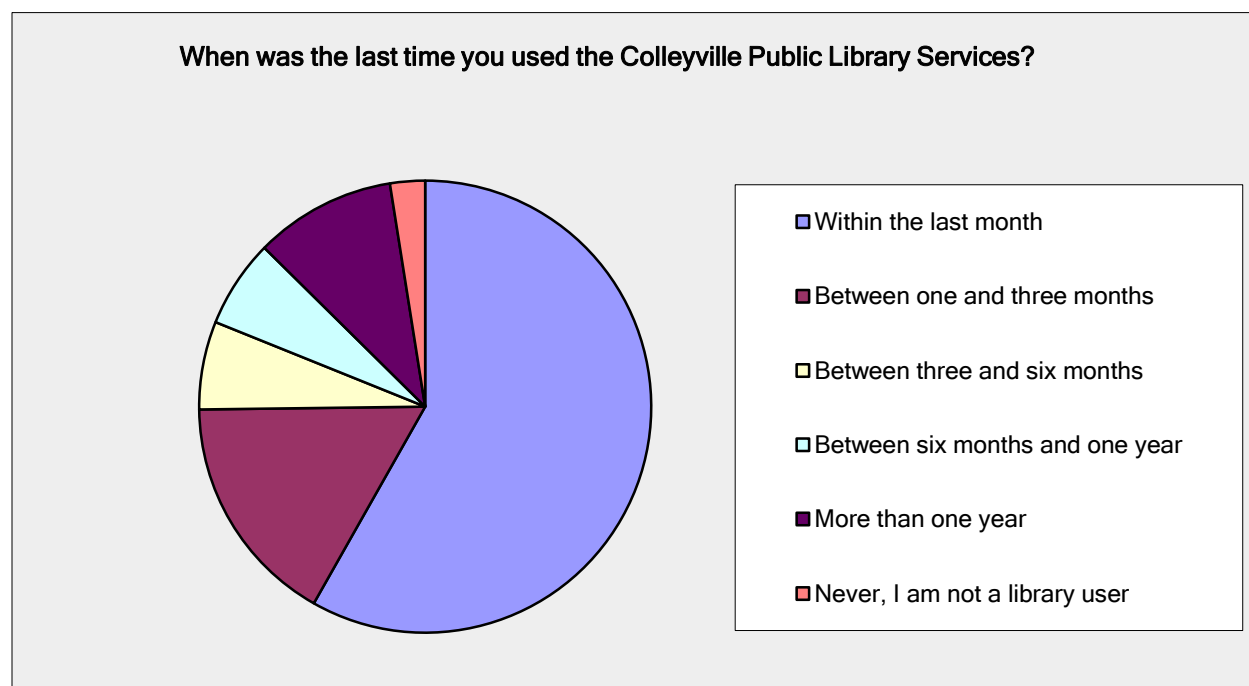
Do you have a library card?		
Answer Options	Response Percent	Response Count
Yes	94.8%	1301
No	5.2%	71
<i>answered question</i>		1372
<i>skipped question</i>		14



Q2: When was the last time you used the Colleyville Public Library services?

Answered: 1,386 Skipped: 0

When was the last time you used the Colleyville Public Library Services?		
Answer Options	Response Percent	Response Count
Within the last month	58.2%	807
Between one and three months	16.6%	230
Between three and six months	6.3%	87
Between six months and one year	6.3%	87
More than one year	10.1%	140
Never, I am not a library user	2.5%	35
<i>answered question</i>		1386
<i>skipped question</i>		0

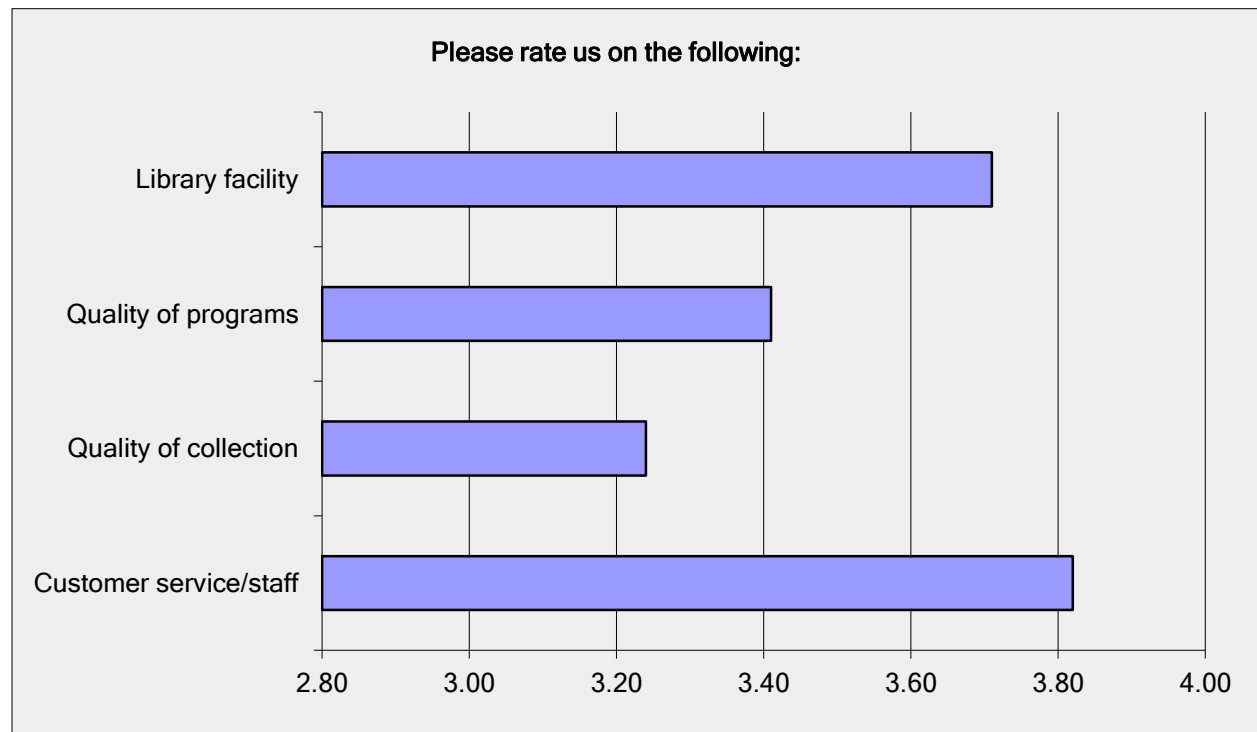


COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Q3: Please rate us on the following:

Answered: 1,259 Skipped: 127

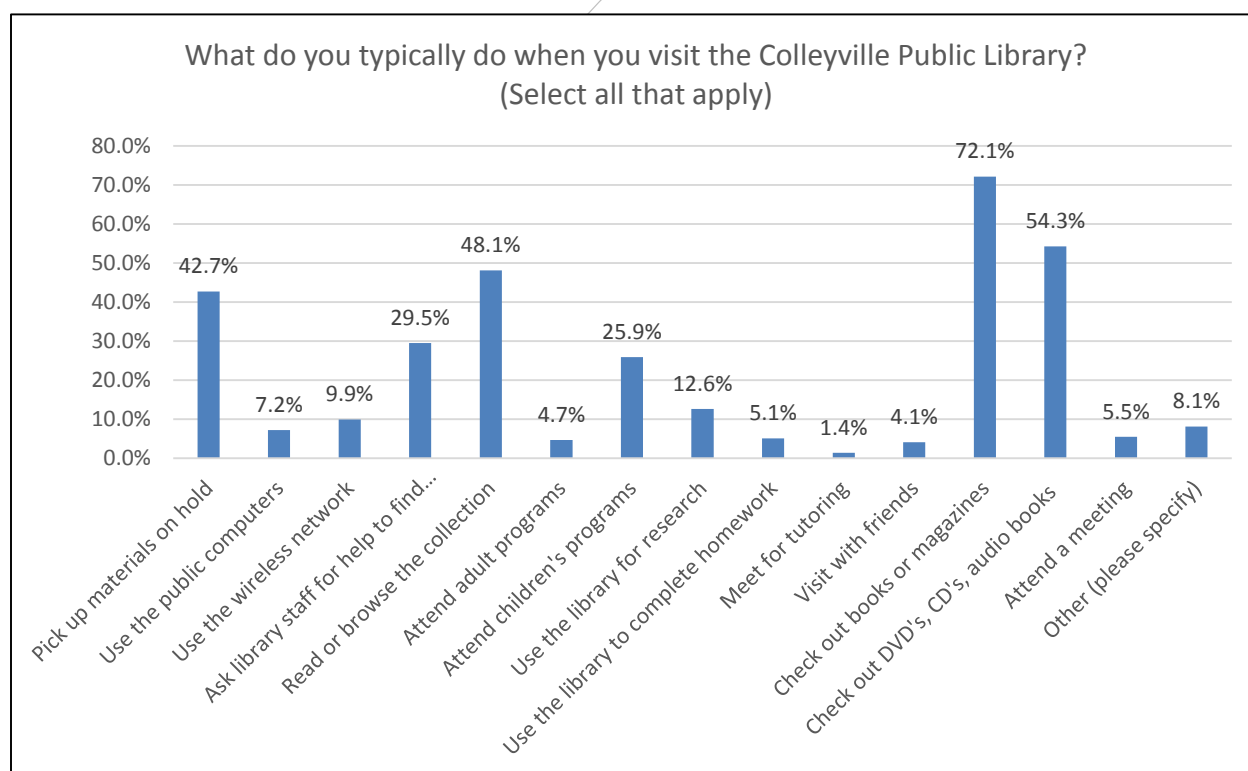
Please rate us on the following:						
Answer Options	Excellent	Good	Fair	Poor	Rating Average	Response Count
Customer service/staff	1053	180	17	4	3.82	1254
Quality of collection	480	593	159	12	3.24	1244
Quality of programs	548	515	73	2	3.41	1138
Library facility	904	315	19	3	3.71	1241
Other (Please specify):						111
<i>answered question</i>						1259
<i>skipped question</i>						127



Q4: What do you typically do when you visit the Colleyville Public Library? (Select all that apply)

Answered: 1,265 Skipped: 121

What do you typically do when you visit the Colleyville Public Library? (Select all that apply)		
Answer Options	Response Percent	Response Count
Pick up materials on hold	42.7%	540
Use the public computers	7.2%	91
Use the wireless network	9.9%	125
Ask library staff for help to find materials	29.5%	373
Read or browse the collection	48.1%	608
Attend adult programs	4.7%	59
Attend children's programs	25.9%	328
Use the library for research	12.6%	159
Use the library to complete homework	5.1%	64
Meet for tutoring	1.4%	18
Visit with friends	4.1%	52
Check out books or magazines	72.1%	912
Check out DVD's, CD's, audio books	54.3%	687
Attend a meeting	5.5%	70
Other (please specify)	8.1%	102
answered question		1265
skipped question		121



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

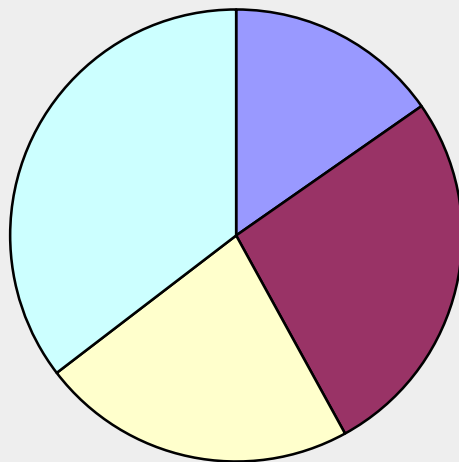
Q5: How do you feel the Colleyville Public Library compares to other area libraries?

Answered: 1,259 Skipped: 127

How do you feel the Colleyville Public Library compares to other area libraries?

Answer Options	Response Percent	Response Count
Collection and services are not as good as most area libraries.	15.3%	193
Collection and services are about the same as most area libraries	26.7%	336
Collection and services are better than most area libraries	22.6%	284
I am not familiar with the collection and services of other libraries in my area	35.4%	446
answered question		1259
skipped question		127

How do you feel the Colleyville Public Library compares to other area libraries?



- ☐ Collection and services are not as good as most area libraries.
- ☐ Collection and services are about the same as most area libraries
- ☐ Collection and services are better than most area libraries
- ☐ I am not familiar with the collection and services of other libraries in my area

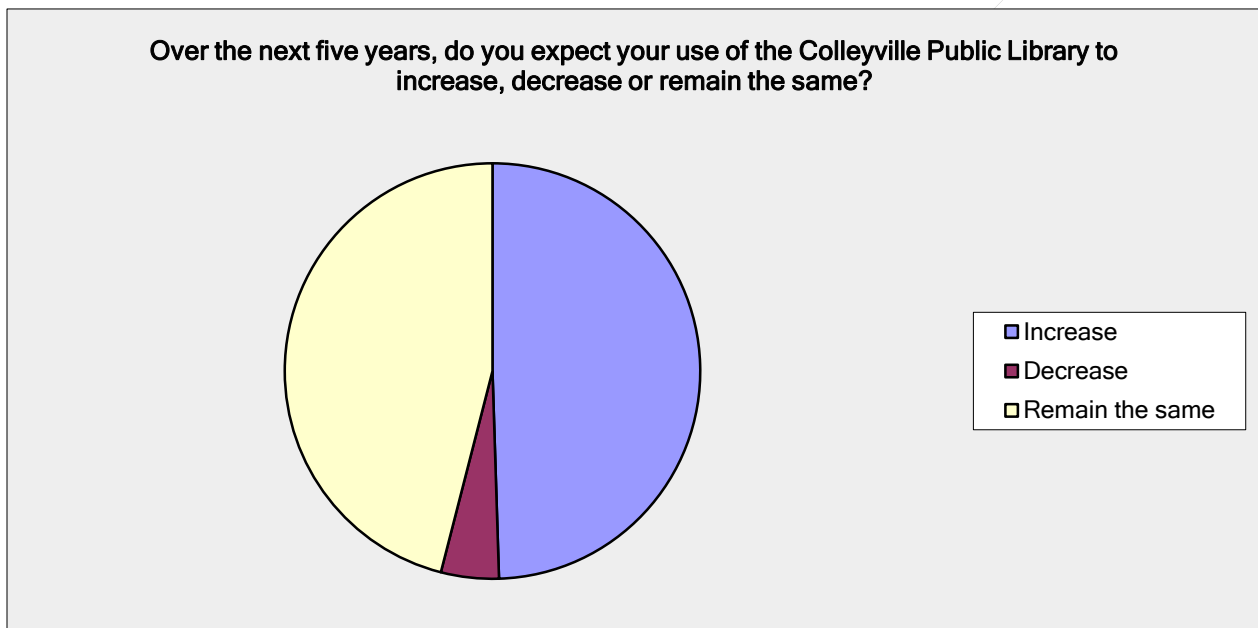
COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Q6: Over the next five years, do you expect your use of the Colleyville Public Library to increase, decrease or remain the same?

Answered: 1,268 Skipped: 118

Over the next five years, do you expect your use of the Colleyville Public Library to increase, decrease or remain the same?

Answer Options	Response Percent	Response Count
Increase	49.5%	628
Decrease	4.5%	57
Remain the same	46.0%	583
<i>answered question</i>		1268
<i>skipped question</i>		118



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

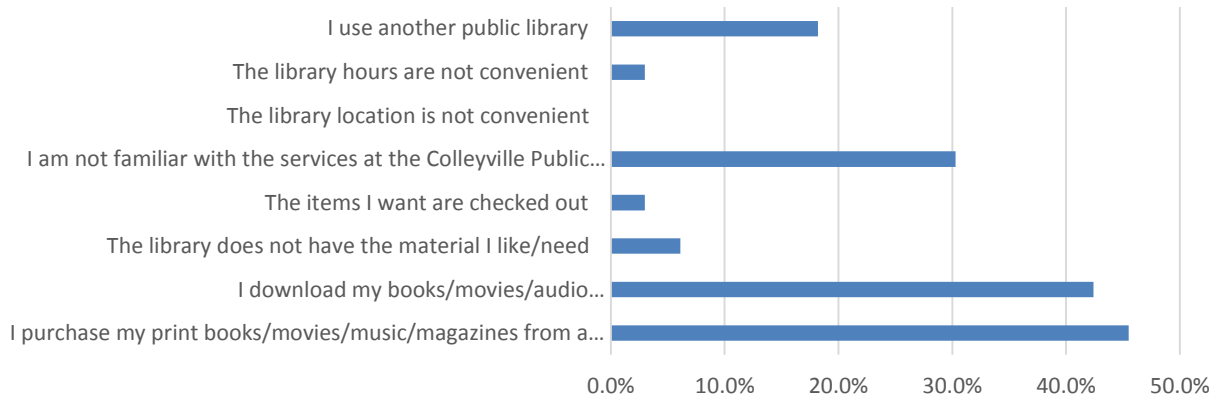
Q7: If you have not used the Colleyville Public Library in the past year, please tell us why: (Select all that apply)

Answered: 33 Skipped: 1,353

If you have not used the Colleyville Public Library in the past year, please tell us why: (Select all that apply)

Answer Options	Response Percent	Response Count
I purchase my print books/movies/music/magazines from a local store or online retailer	45.5%	15
I download my books/movies/audio books/music/magazines from another source	42.4%	14
The library does not have the material I like/need	6.1%	2
The items I want are checked out	3.0%	1
I am not familiar with the services at the Colleyville Public Library	30.3%	10
The library location is not convenient	0.0%	0
The library hours are not convenient	3.0%	1
I use another public library	18.2%	6
<i>answered question</i>		33
<i>skipped question</i>		1353

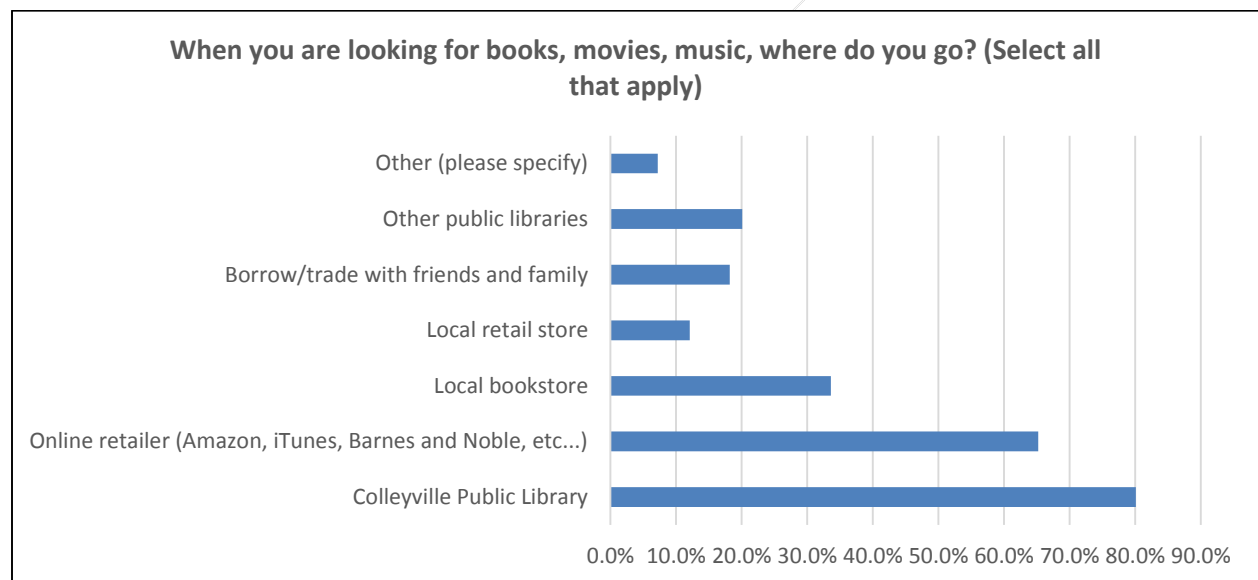
If you have not used the Colleyville Public Library in the past year, please tell us why: (Select all that apply)



Q8: When you are looking for books, movies, music, where do you go? (Select all that apply)

Answered: 33 Skipped: 1,353

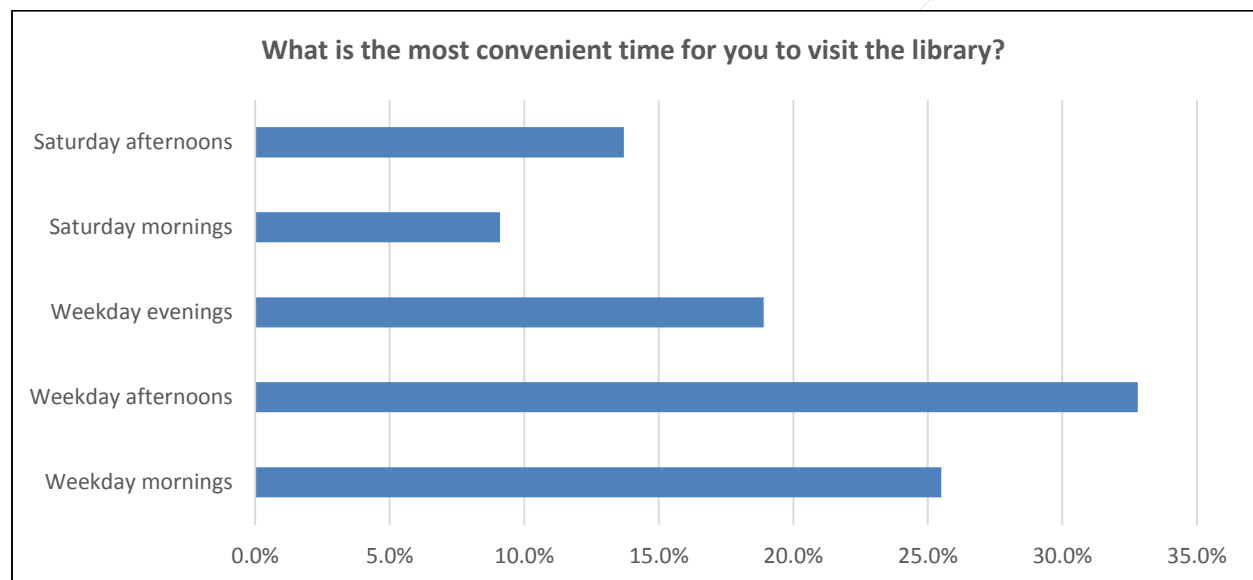
When you are looking for books, movies, music, where do you go? (Select all that apply)		
Answer Options	Response Percent	Response Count
Colleyville Public Library	80.1%	1033
Online retailer (Amazon, iTunes, Barnes and Noble, etc...)	65.2%	840
Local bookstore	33.6%	433
Local retail store	12.1%	156
Borrow/trade with friends and family	18.2%	235
Other public libraries	20.1%	259
Other (please specify)	7.2%	93
answered question		1289
skipped question		97



Q9: What is the most convenient time for you to visit the library?

Answered: 1,266 Skipped: 120

What is the most convenient time for you to visit the library?		
Answer Options	Response Percent	Response Count
Weekday mornings	25.5%	323
Weekday afternoons	32.8%	415
Weekday evenings	18.9%	239
Saturday mornings	9.1%	115
Saturday afternoons	13.7%	174
<i>answered question</i>		1266
<i>skipped question</i>		120

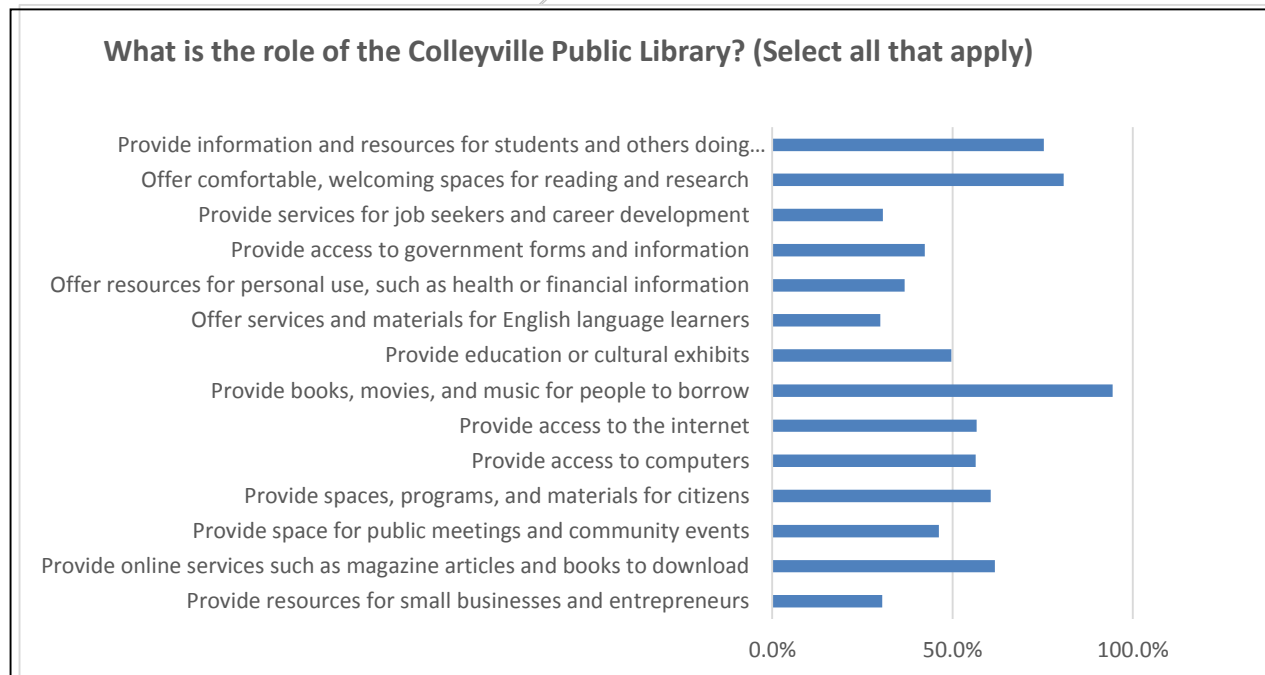


COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Q10: What is the role of the Colleyville Public Library? (Select all that apply)

Answered: 1,252 Skipped: 134

What is the role of the Colleyville Public Library? (Select all that apply)		
Answer Options	Response Percent	Response Count
Provide resources for small businesses and entrepreneurs	30.5%	382
Provide online services such as magazine articles and books to download	61.7%	773
Provide space for public meetings and community events	46.2%	579
Provide spaces, programs, and materials for citizens	60.6%	759
Provide access to computers	56.4%	706
Provide access to the internet	56.7%	710
Provide books, movies, and music for people to borrow	94.4%	1182
Provide education or cultural exhibits	49.7%	622
Offer services and materials for English language learners	30.0%	375
Offer resources for personal use, such as health or financial information	36.7%	460
Provide access to government forms and information	42.3%	530
Provide services for job seekers and career development	30.7%	384
Offer comfortable, welcoming spaces for reading and research	80.8%	1012
Provide information and resources for students and others doing research	75.3%	943
answered question		1252
skipped question		134

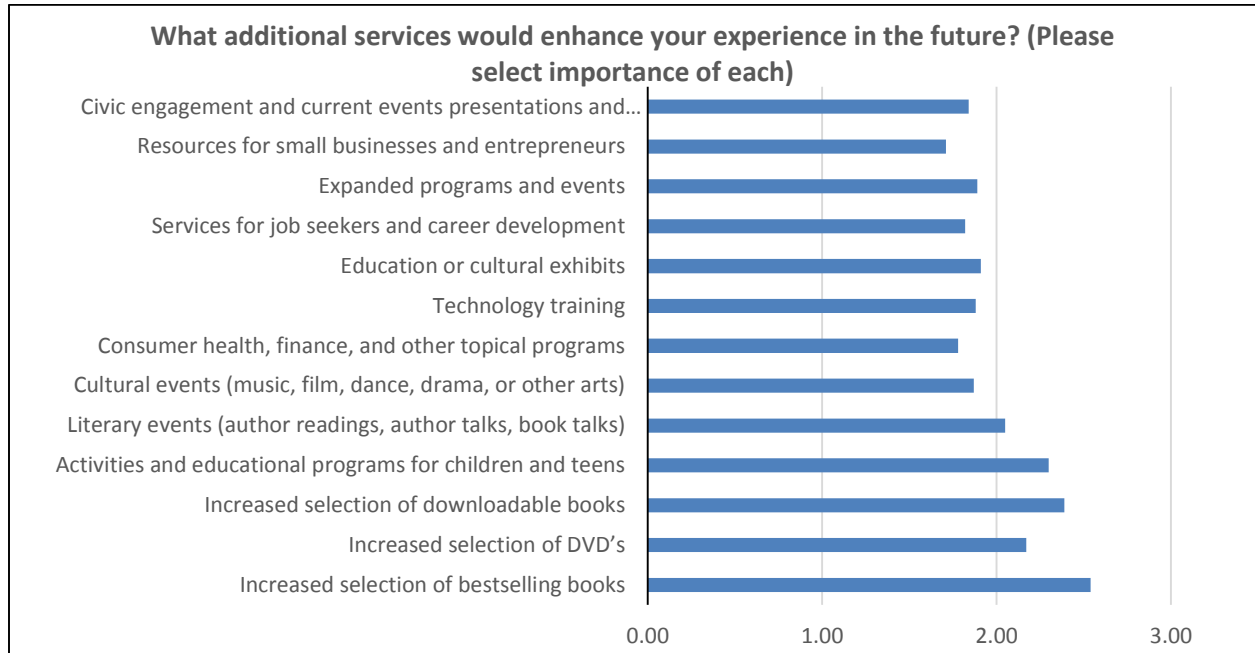


Answered: 1,252 Skipped: 134

What additional services would enhance your experience in the future? (Please select importance of each)					
Answer Options	Not important at all	Somewhat important	Very important	Rating Average	Response Count
Increased selection of bestselling books	64	414	706	2.54	1184
Increased selection of DVD's	213	512	401	2.17	1126
Increased selection of downloadable books	165	371	610	2.39	1146
Activities and educational programs for children and teens	190	391	526	2.30	1107
Literary events (author readings, author talks, book talks)	255	546	305	2.05	1106
Cultural events (music, film, dance, drama, or other arts)	358	507	218	1.87	1083
Consumer health, finance, and other topical programs	391	515	156	1.78	1062
Technology training	359	483	235	1.88	1077
Education or cultural exhibits	330	502	231	1.91	1063
Services for job seekers and career development	380	499	190	1.82	1069
Expanded programs and events	300	554	185	1.89	1039
Resources for small businesses and entrepreneurs	430	491	130	1.71	1051
Civic engagement and current events presentations and discussions	337	554	166	1.84	1057
Other (please list any services you would like to see that are not listed above):					91
<i>answered question</i>					1223
<i>skipped question</i>					163

Q11: What additional services would enhance your experience in the future? (Please select importance of each) (Con't)

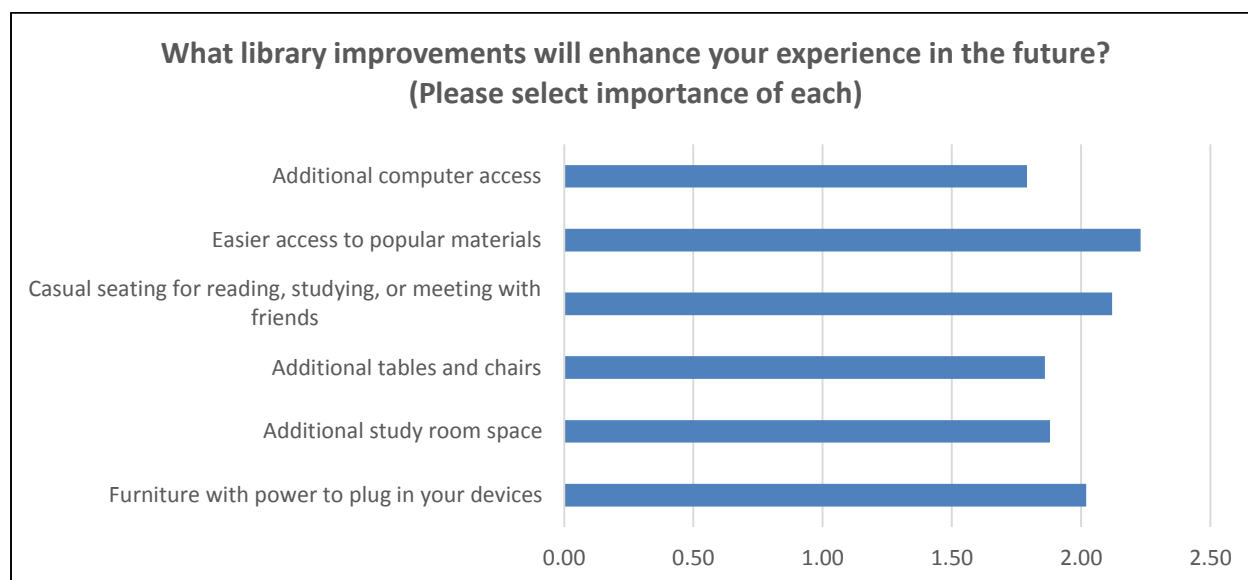
COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN



Q12: What library improvements will enhance your experience in the future? (Please select importance of each)

Answered: 1,188 Skipped: 198

What library improvements will enhance your experience in the future? (Please select importance of each)					
Answer Options	Not important	Somewhat important	Very important	Rating Average	Response Count
Furniture with power to plug in your devices	306	514	329	2.02	1149
Additional study room space	379	481	242	1.88	1102
Additional tables and chairs	357	515	209	1.86	1081
Casual seating for reading, studying, or meeting with friends	225	537	362	2.12	1124
Easier access to popular materials	192	471	453	2.23	1116
Additional computer access	405	465	181	1.79	1051
Other (please list any services you would like to see that are not listed above):					92
answered question					1188
skipped question					198



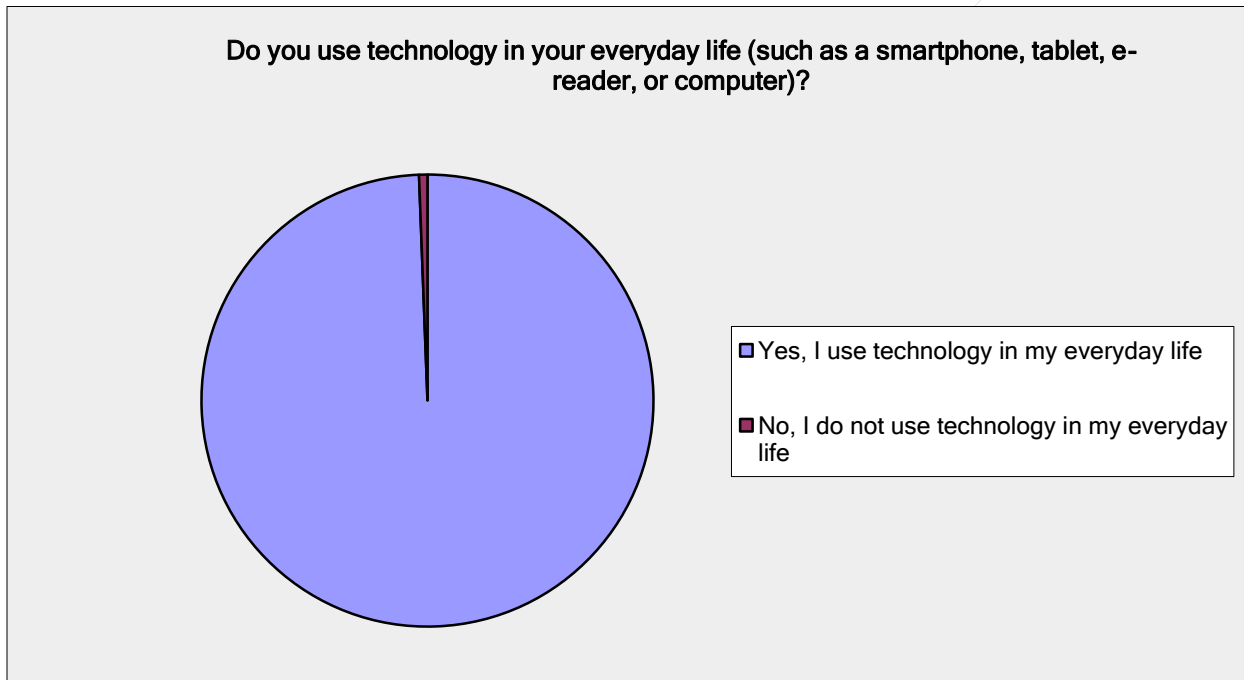
COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Q13: Do you use technology in your everyday life? (such as a smartphone, tablet, e-reader, or computer)

Answered: 1,235 Skipped: 151

Do you use technology in your everyday life (such as a smartphone, tablet, e-reader, or computer)?

Answer Options	Response Percent	Response Count
Yes, I use technology in my everyday life	99.4%	1227
No, I do not use technology in my everyday life	0.6%	8
<i>answered question</i>		1235
<i>skipped question</i>		151



Q14: Please select the following statement that applies to your use of technology:

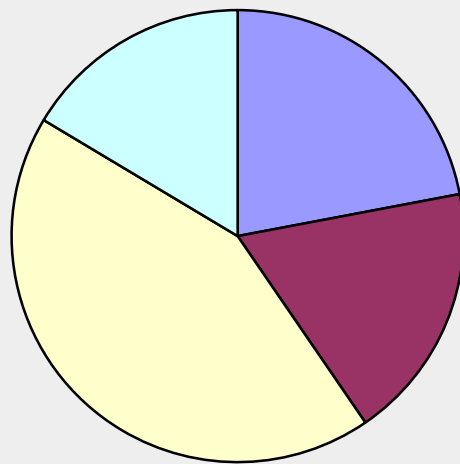
Answered: 1,211 Skipped: 175

COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Please select the following statement that applies to your use of technology:

Answer Options	Response Percent	Response Count
I typically download free books and/or magazines from the Colleyville Public Library to my device	22.0%	267
I was not aware that the Colleyville Public Library offers free downloadable books and magazines	18.4%	223
I prefer to read print books/magazines	43.1%	522
I typically download books and/or magazines from an online vendor(Amazon, Barnes and Noble, iTunes, nextissue, Zinio)	16.4%	199
<i>answered question</i>		1211
<i>skipped question</i>		175

Please select the following statement that applies to your use of technology:



- ☒ I typically download free books and/or magazines from the Colleyville Public Library to my device
- ☒ I was not aware that the Colleyville Public Library offers free downloadable books and magazines
- ☐ I prefer to read print books/magazines
- ☐ I typically download books and/or magazines from an online vendor(Amazon, Barnes and Noble, iTunes, nextissue, Zinio)

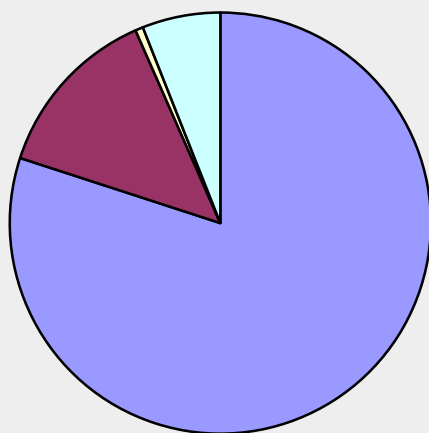
Q15: Please select the following statement that applies regarding your digital download use:

Answered: 696 Skipped: 690

Please select the following statement that applies regarding your digital download use:

Answer Options	Response Percent	Response Count
I expect my use of digital downloaded content to increase over the next five years	80.0%	557
I expect my use of digital downloaded content to stay the same over the next five years	13.4%	93
I expect my use of digital downloaded content to decrease over the next five years	0.6%	4
I do not currently use digital downloads	6.0%	42
Other (please specify)		24
answered question		696
skipped question		690

Please select the following statement that applies regarding your digital download use:



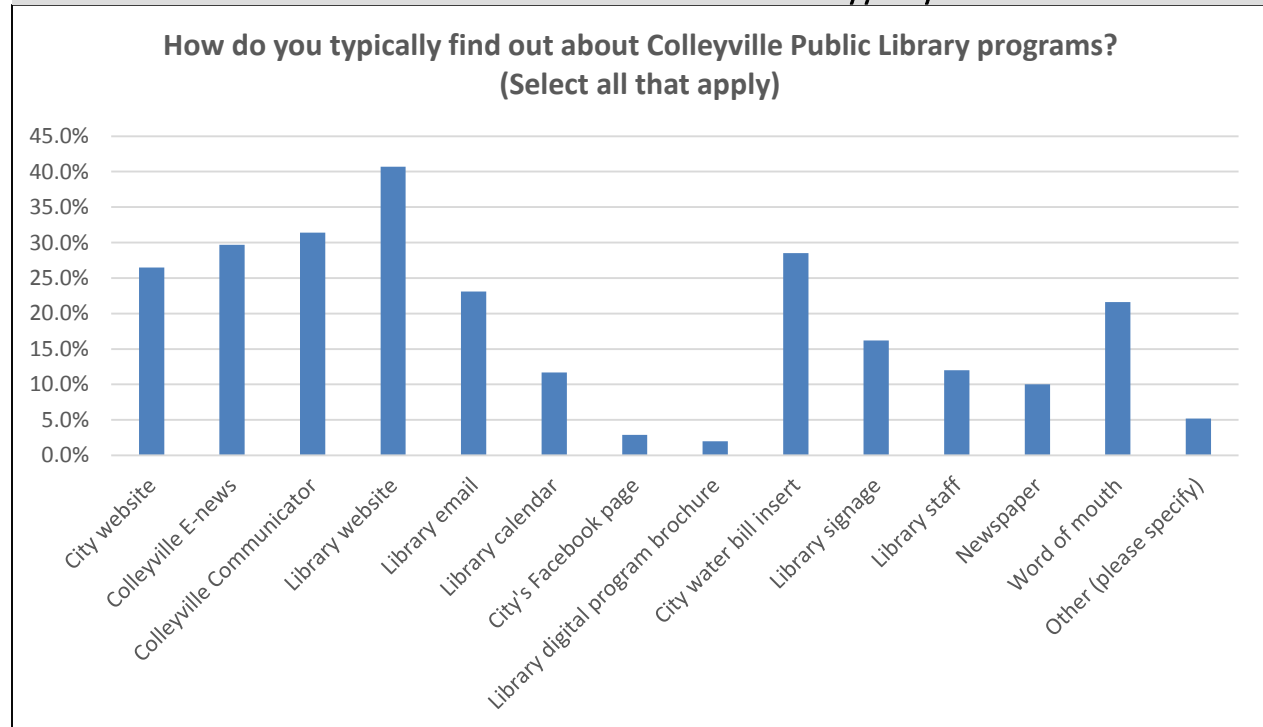
- ☒ I expect my use of digital downloaded content to increase over the next five years
- ☒ I expect my use of digital downloaded content to stay the same over the next five years
- ☐ I expect my use of digital downloaded content to decrease over the next five years
- ☐ I do not currently use digital downloads

Q16: How do you typically find out about Colleyville Public Library programs? (Select all that apply)

Answered: 1,188 Skipped: 198

How do you typically find out about Colleyville Public Library programs? (Select all that apply)

Answer Options	Response Percent	Response Count
City website	26.5%	315
Colleyville E-news	29.7%	353
Colleyville Communicator	31.4%	373
Library website	40.7%	484
Library email	23.1%	274
Library calendar	11.7%	139
City's Facebook page	2.9%	34
Library digital program brochure	2.0%	24
City water bill insert	28.5%	339
Library signage	16.2%	192
Library staff	12.0%	143
Newspaper	10.0%	119
Word of mouth	21.6%	257
Other (please specify)	5.2%	62
answered question		1188
skipped question		198



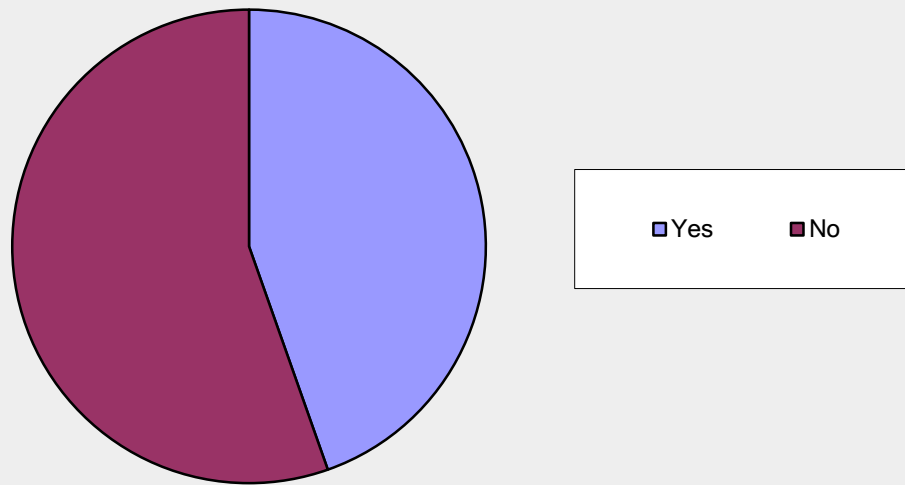
Q17: Do you have children under the age of 18 in your household?

Answered: 1,222 Skipped: 164

Do you have children under the age of 18 in your household?

Answer Options	Response Percent	Response Count
Yes	44.6%	545
No	55.4%	677
<i>answered question</i>		1222
<i>skipped question</i>		164

Do you have children under the age of 18 in your household?



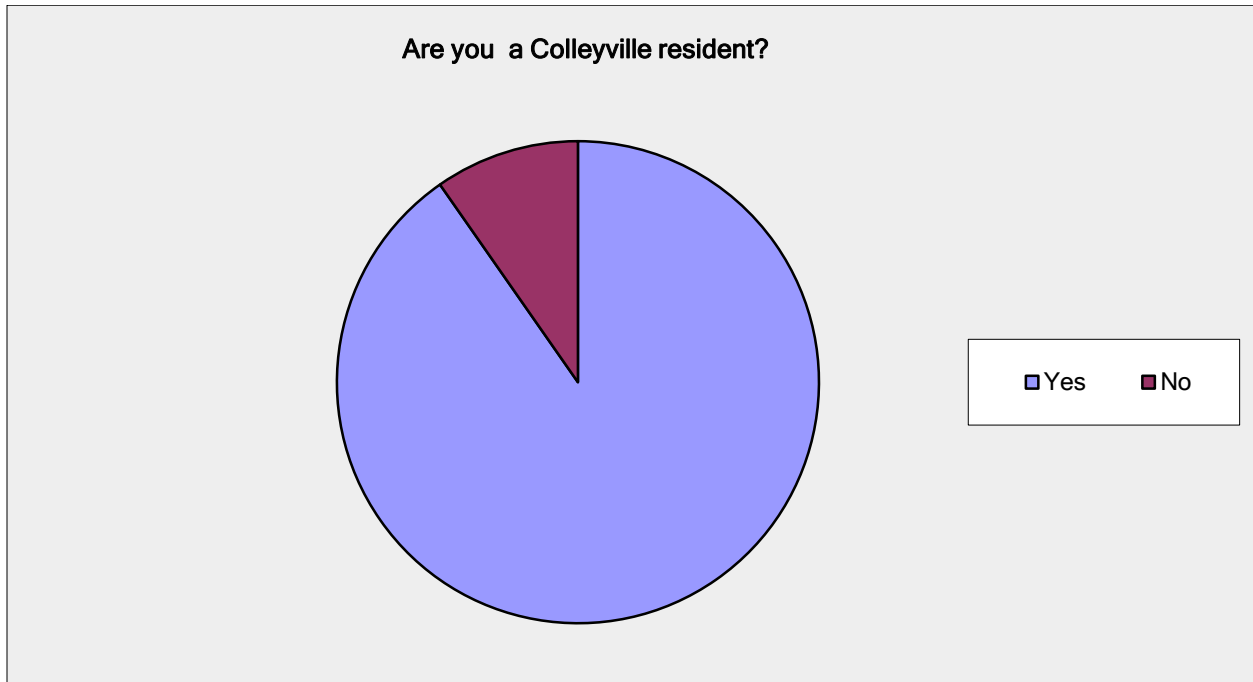
Q18: Are you a Colleyville resident?

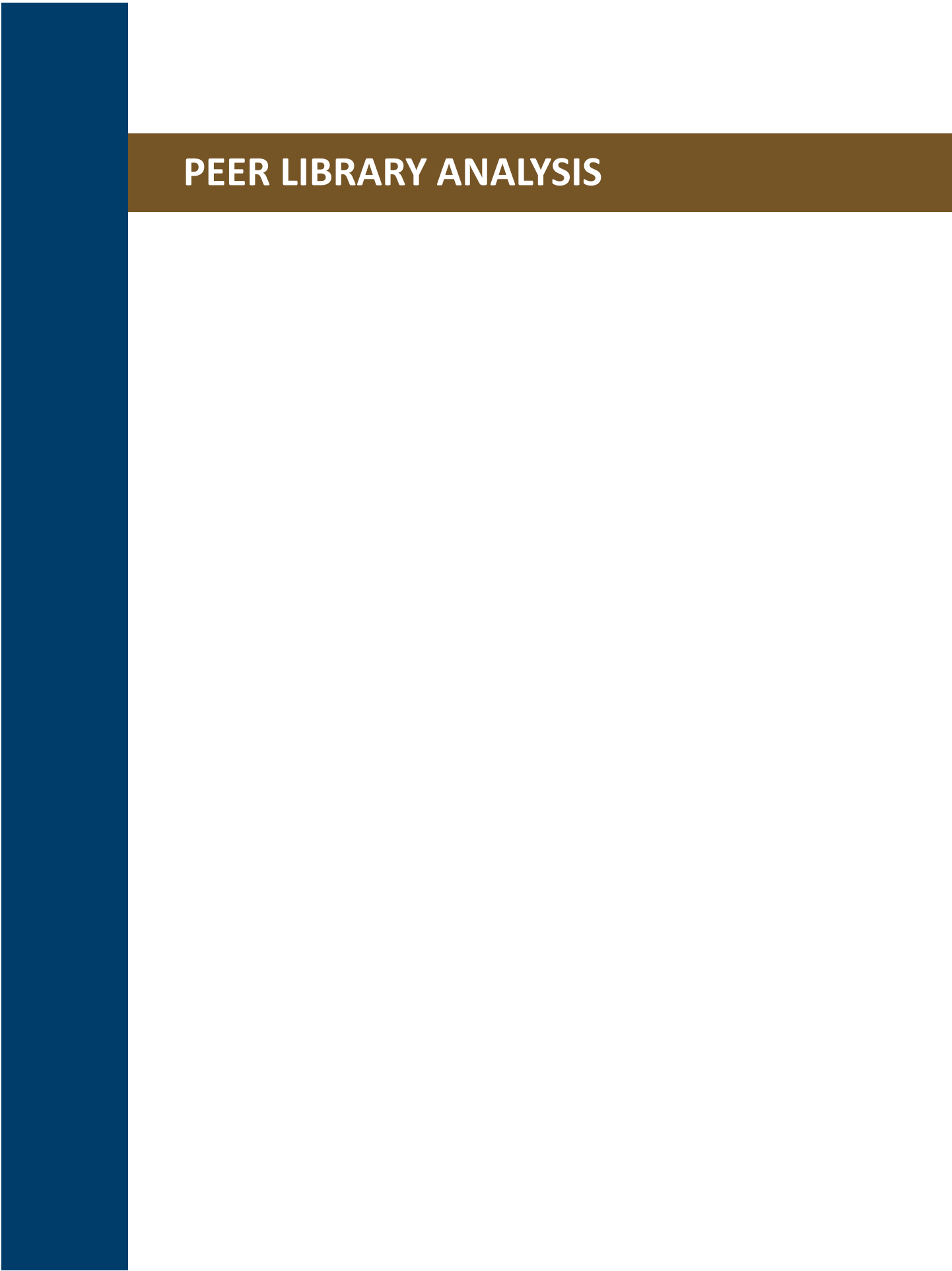
Answered: 1,220 Skipped: 166

COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

Are you a Colleyville resident?

Answer Options	Response Percent	Response Count
Yes	90.3%	1102
No	9.7%	118
<i>answered question</i>		1220
<i>skipped question</i>		166

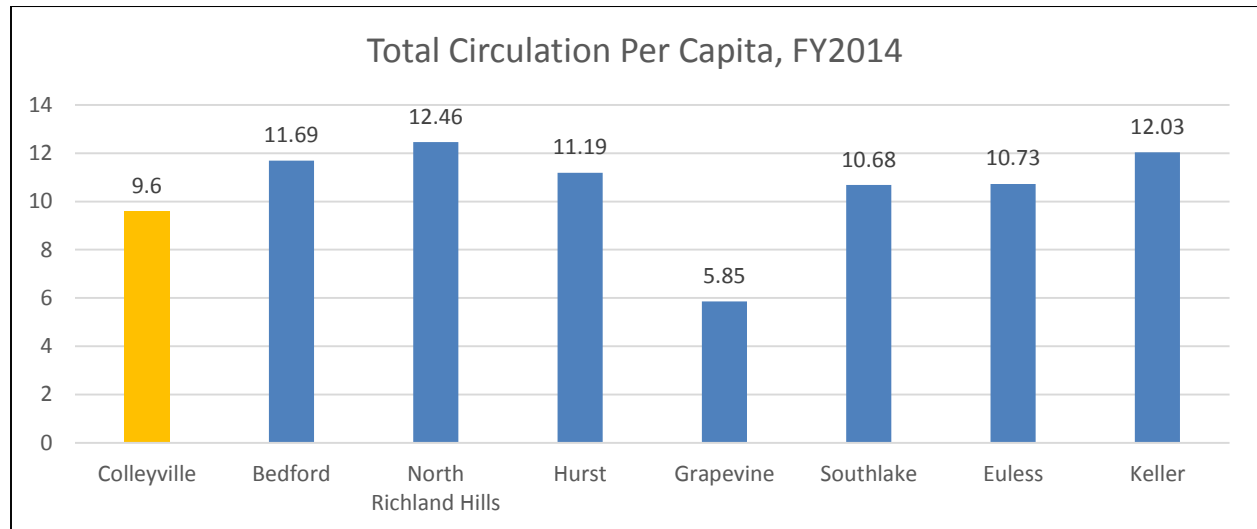




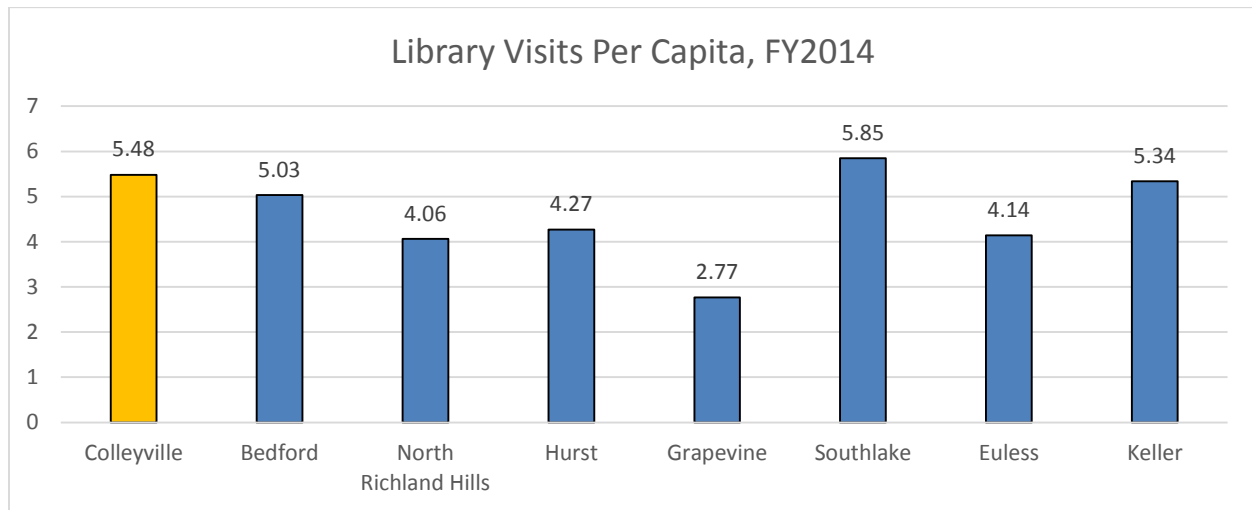
PEER LIBRARY ANALYSIS

APPENDIX – PEER LIBRARY ANALYSIS

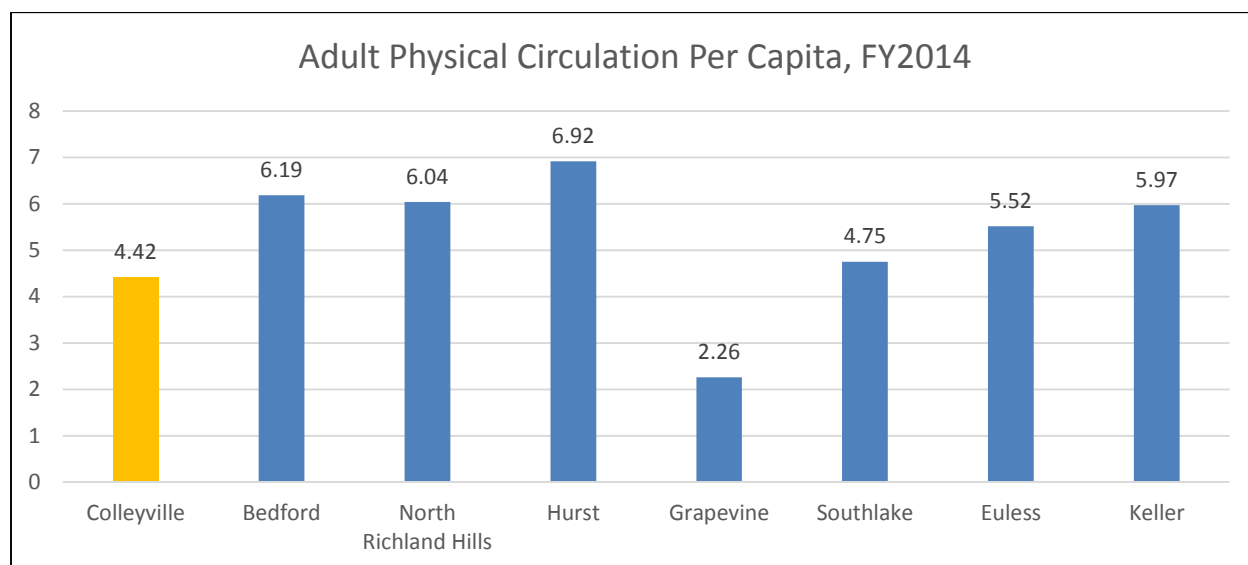
Total Circulation Per Capita, FY2014



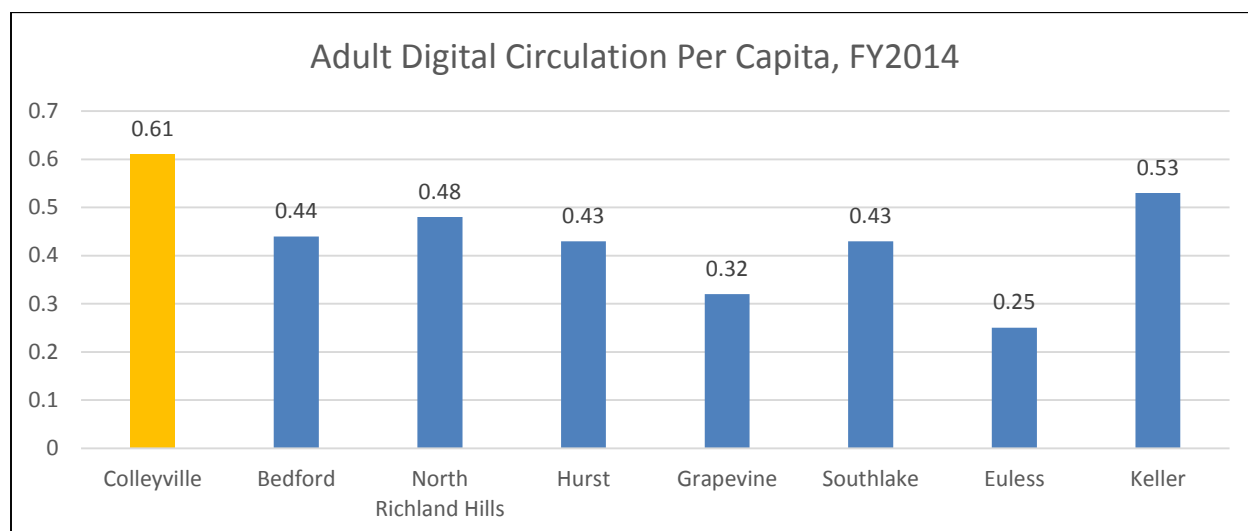
Library Visits Per Capita, FY2014



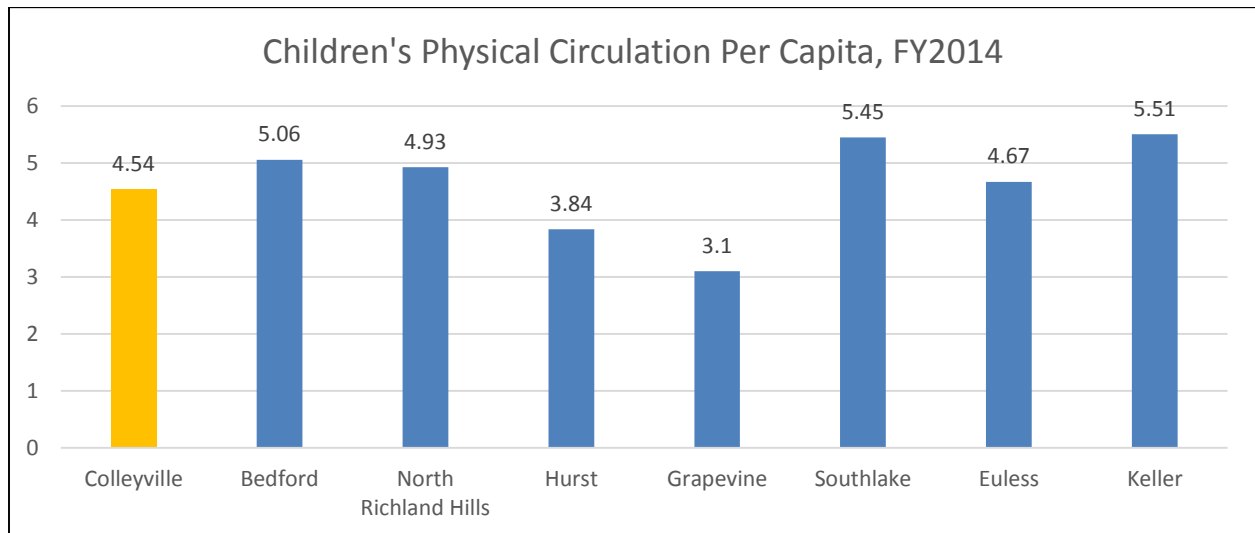
Adult Physical Circulation Per Capita, FY2014



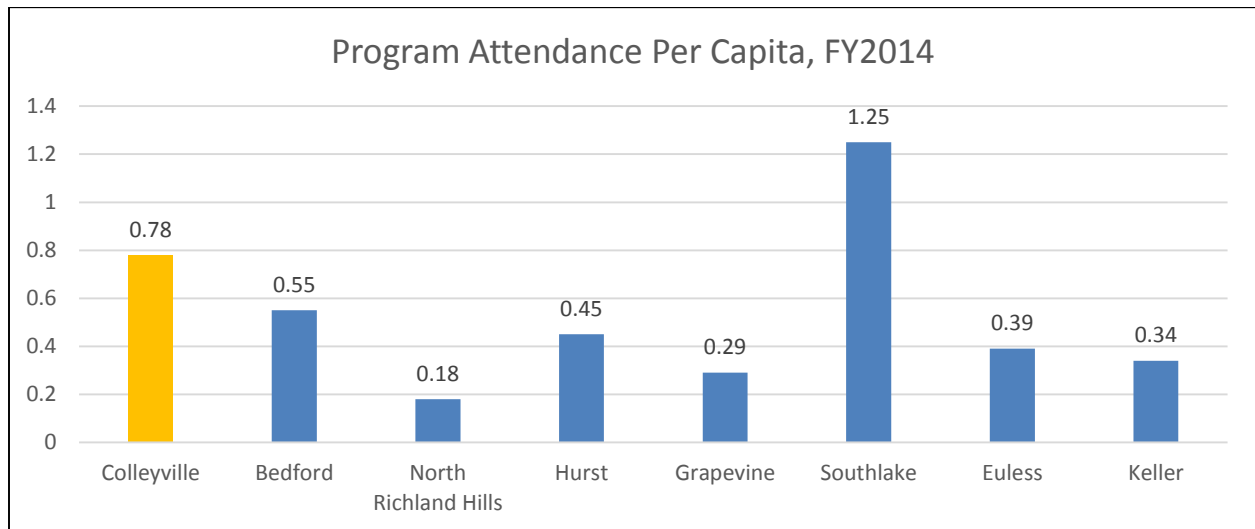
Adult Digital Circulation Per Capita, FY2014



Children's Physical Circulation Per Capita, FY2014



Program Attendance Per Capita, FY2014





City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-2

Agenda Date 07/17/2018

Type Worksession

Department Parks and Recreation

Title

Update and discussion regarding completion of the Parks Master Plan

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

5.3 Provide attractive facilities for leisure and recreation

Explanation

Lisa Escobedo, Parks and Recreation Director, will provide an update on the Parks Master Plan and the remaining steps to complete the plan prior to bringing it to City Council for approval.

Attachments

1. Parks Master Plan Update presentation

Update on the Completion of the Parks Master Plan

City Council Worksession
July 17, 2018

Master Plan Overview



Content

Planning Context

Inventory of Parks, Facilities & Programs

Public Input

Needs Assessment & Identification

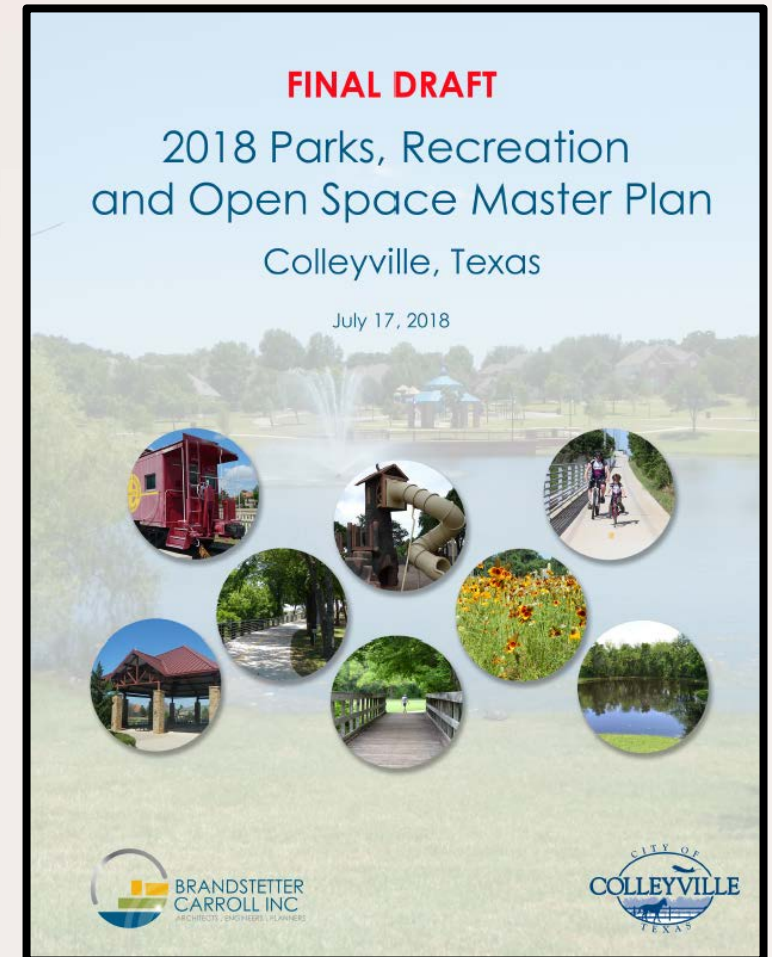
Strategic Plan

Observations, Analysis, and Recommendations

Trail Plan

Capital Improvement Recommendations & Priorities

Action Plan



*Executive Summary and CIP Action Plan Available

Master Plan Timeline & Next Steps



Date	Action Items/Steps
March 29, 2017	Master Plan Kickoff Meeting (City staff)
June 27-30, 2017	Stake Holder Meetings
Summer of 2017	Mail Survey & Online Engagement
September 13, 2017	Parks Board Special Meeting
September 14, 2017	Public engagement meeting
October 27, 2017	Colleyville Elementary – youth ideas
March 20, 2018	Worksession to City Council
May 30, 2018	Worksession to City Council
July 23, 2018	Master Plan Draft on the City Website (30 days)
September 4, 2018	City Council – Consent Agenda Item

Questions & Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 07/17/2018

Type Worksession

Department City Manager

Title

Discussion of short term rental regulations

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

This agenda item provides for discussion of short term rental regulations. City Councilmembers and staff have received a number of questions recently about what is and is not allowed. Assistant City Manager Adrienne Lothery will present the attached presentation reviewing Colleyville's current regulations and share information about how other communities in Texas have approached regulation of short term rentals. Staff from Community Development, Code Enforcement, and the City Attorney will be available to answer questions as well, as this topic spans multiple departments.

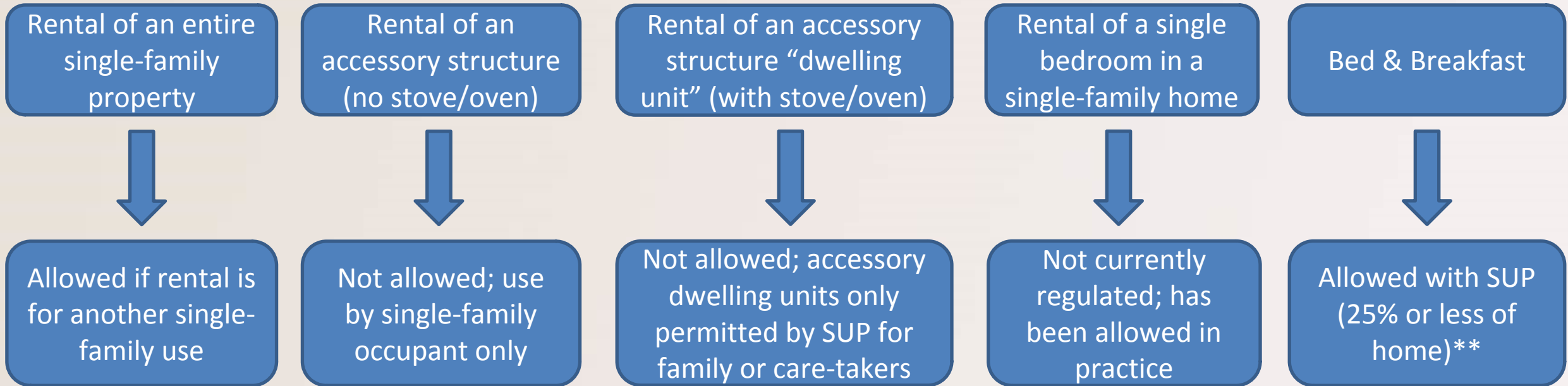
Attachments

1. Property Rental in Colleyville

Property Rental in Colleyville

City Council Worksession
TBD 2018

Flow Chart: Current Situation



* No current ordinance on long or short term rental properties as long as the entire property is being leased or rented

** B&B definition could benefit from updating to make regulation easier (not many people identify themselves as a "tourist lodging service")

Local Regulation Overview



- The short term rental (STR) market is growing rapidly. The DFW metro experienced an approximately 40% increase in the number of short term rental (STR) listings over the past year. The Austin and Houston metro areas were even higher.
- In 2017, the Texas Legislature considered a bill to prohibit cities from regulating STRs in the last legislative session. The measure ultimately failed by a narrow margin.
- Several Texas cities have recently discussed and/or passed stand-alone ordinances specifically defining and regulating STRs.

City Regulation Comparison



CITY	ADOPTED REGULATION
Austin, Texas*	Comprehensive Short Term Rental Licensing, Limits or Prohibits Units by Location & Hotel Occupancy Taxes
Houston, Texas	Incorporated into the Hotel and Motel Ordinance, Building/Housing Standards Apply & Hotel Occupancy Taxes
Coppell, Texas	Comprehensive Short Term Rental Licensing, Requires Inspections, C.O.'s & Hotel Occupancy Taxes
Ft. Worth, Texas	Prohibits Short Term Rentals Less than 30 Days in All Zoning Districts (underground market continues to grow)
New Braunfels, Texas	Comprehensive Short Term Rental Licensing, Prohibited in Residential Areas Altogether.
Southlake, Texas	Prohibits all Short Term Rentals
Galveston, Texas	Limited to Registration and Hotel Occupancy Taxes

* City of Austin is involved in a lawsuit brought by homeowners challenging the city's regulations. The Texas Attorney General joined the suit on the side of homeowners.

Local Regulation Categories



Main Regulation Categories

- Licensing Regulations
- C.O. Requirements
- Zoning (Area and Density Restrictions)
- Restrictions on Number of Occupants
- Noise and Parking Regulations
- Fire Safety Requirements
- Rental Unit Inspections

Level of Local Regulation by Category

General	Moderate	Strict
• License + Fees • Noise Regs • Parking Regs • Taxes	• C.O. Required • Limit Occupants	• Limit Density • Limit Location • Inspections

Options



- Maintain current regulations and enforce existing rules for issues such as noise, parking, etc...
- Amend current bed and breakfast/hotel regulations to address STRs
- Adopt a stand-alone ordinance regulating STRs (i.e., general, moderate, or strict ordinance)



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number WS-4

Agenda Date 07/17/2018

Type Worksession

Department City Secretary

Title

Discussion of the July 17, 2018, 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 07/17/2018

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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

- Glade Road Project Phases 1B and 2
- Acquisition of real property along SH26

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects 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-18-4284

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JULY 17, 2018**

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 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3

Agenda Date 07/17/2018

Type Announcements, Proclamations, and Presentations

Department City Manager

Title

In recognition of the Featured Business of the Month - Tune Up - The Manly Salon, 4712 Colleyville Boulevard, Christy Hampton, Manager and Scott Watson, Director of Operations - Mayor Richard Newton and Assistant City Manager Mark Wood

Attachments

RESOLUTION R-18-4285
A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 17, 2018

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of July 2, 2018
 - b. Approval of a construction contract with Scott Beck Construction, Inc. in the amount of \$283,960, which includes a \$13,400 contingency, for the Library Spatial Reconfiguration Project, and authorizing the City Manager to execute the contract and any associated change orders
 - c. Approval to purchase library furniture from Library Interiors of Texas, LLC, for the Library Spatial Reconfiguration Project, in an amount not to exceed \$212,237, and authorizing the City Manager to execute the purchase orders
 - d. Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$445,000 for the preparation of a Storm Drainage Master Plan, and authorizing the City Manager to execute the agreement
 - e. Approval of a construction contract with Old Castle Materials Texas, Inc. dba Texas Bit, for the 2018 Asphalt Pavement Improvement Project, in an amount not to exceed \$864,890.42, and authorizing the City Manager to execute the contract
 - f. Approval of a grant award for a City Hall backup power emergency generator, and authorizing the City Manager to accept the grant award
 - g. Approval of the annual review and updates to the City of Colleyville Investment Policy

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 0 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS
THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
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

Monday, July 2, 2018

City Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Monday, July 2, 2018, at 5:30 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Brian Riley, Community Development Director Ben Bryner, Parks and Recreation Director Lisa Escobedo, Human Resources Director Jesse Perez, Management Intern Keera Seiger, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of a generator for City Hall

City Manager Jerry Ducay presented this item and sought direction from the City Council regarding acceptance of the grant and location of the proposed generator.

Councilmember Dodson stated there is a substantial amount of power lost, based on distance.

Mayor Pro Tem Lindamood stated he would like the generator enclosed in a structure which replicates the City Hall facility. Mayor Newton suggested replicating a Parks structure.

General discussion ensued regarding types of roofing, location, and funding.

Mayor Newton asked City Manager Ducay if we accept the grant, but the 75% funding provided at a new location is not approved, can we deny the grant. Manager Ducay stated yes.

City Council directed staff to move forward with accepting the grant, analyzing the financial restructure, and researching enclosure designs. Manager Ducay stated this item will be brought to the City Council in the form of a resolution at the next meeting.

WS-2 Discussion of the City of Colleyville Popular Annual Financial Report (PAFR) for Fiscal Year 2017

Assistant City Manager Mark Wood presented this item and highlighted the details of the report.

WS-3 Discussion of the July 2, 2018, City Council regular agenda items

Mayor Newton asked City Council to review the highlighted changes to the minutes and consider the changes in the approval of the consent agenda.

Mayor Newton noted Resolution R-18-4275, which is item 8 on tonight's agenda was tabled at the June 19, 2018 meeting. He has visited with the applicant and has walked the property with him and discussed the zoning requirements. Mr. Dawson wishes for this item to remain tabled and he will come back with a new zoning request in the future.

Mayor Newton stated he has been very clear the easement is a no build area. Mayor Newton also stated he has advised the applicant he will have to provide the grading plan with complete details, a tree report of where the trees are located, which ones will be removed, and a drainage plan. Finally, Mayor Newton explained he has requested the applicant provide for R-30 and R-40 zoning and stated a gated community will not be allowed without a PUD. Mayor Newton stated he believes all of these concerns can be worked out, however, the applicant will have to take the request back to the property neighbors.

Mayor Newton adjourned the worksession at 5:56 p.m.

Mayor Newton called the Executive Session to order at 5:57 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley and Callie Rigney.

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 items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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

- Glade Road Project Phases 1B and 2
- Acquisition of real property along SH26

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 7:14 p.m.

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

INVOCATION: Mayor Pro Tem Bobby Lindamood

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-18-4279

Mayor Newton read Resolution R-18-4279 in its entirety.

Mayor Newton explained this resolution was for right-of-way for the Glade Road project. Mayor Newton stated we are making steady process and noted there were only a couple of parcels left for right-of-way, a couple construction easements, and a couple for sidewalks and trails. Assistant City Manager Mark Wood concurred.

Mayor Newton opened the public hearing at 7:35 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:35 p.m.

Councilmember Dodson made a motion to approve Resolution R-18-4279 and 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, Chuck Kelley and Callie Rigney.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

Presentation of the City's second ambulance - Fire Chief Brian Riley

Fire Chief Riley noted the City's two ambulances were parked downstairs prior to the Worksession so the City Council and the community to view them. Chief Riley thanked the Mayor and City Council for the funding the second ambulance and noted Colleyville will be able to better respond to the community's emergency needs.

Announcements:

City Manager Jerry Ducay stated City staff was notified a Trinity River Authority transmission line, which services Colleyville, broke in two places last Wednesday, June 27. The repair work required closing a valve that feeds City storage tanks and towers. While working on the first break, a second break was discovered on the same transmission line approximately one-quarter of a mile away from the first. During this event, City staff monitored towers and adjusted our system to continually meet the needs of our customers. Our team members worked with representatives from TRA in a complimentary manner that allowed for the free flow of information and cooperation. Jon Escamilla, our water and wastewater supervisor, exhibited exceptional leadership and aptitude during this event. He cancelled a planned fishing trip and stayed up all night monitoring the system. Manager Ducay also recognized Corey Lawson, the City's engineering supervisor who offered his expertise to Jon and our team.

Manager Ducay also announced Ray Silva-Reyes, Public Works Director, and Darrell Upmore, Operations Manager, will begin their employment with the City July 23.

Manager Ducay also noted he and Mayor Newton have met with Christy Godey from the North Central Texas Council of Governments in an effort to discuss grant funds for local road projects to include Glade Road and several intersections, SH26 to Pool , McDonwell School Road; Cheek-Sparger Road, John McCain Road and SH26 street lights. Manager Ducay stated NCTCOG staff was responsive to several of the projects and updates will be provided in the future.

Mayor Pro Tem Lindamood announced the \$10 off on a \$20 or more purchase is the Q3P program to support our businesses along the SH26 construction route and noted this is our third program to-date. Mayor Pro Tem Lindamood also noted there will be a resolution before the City Council tonight to allow the City Manager to seek jurisdictional control of funding for the medians on SH26 and he thanked

Minh Tran, TxDOT and Parks and Recreation Director Lisa Escobedo for their work on this project.

Mayor Newton stated the Wachovia bank building on SH26 is owned by Wells Fargo and has been vacant for approximately seven years. As it is located in the City's business corridor, he, Jerry Ducay, and Mark Wood contacted Wells Fargo to see how the City can facilitate the user of the building. Mayor Newton stated the call went well and he feels this is a move in the positive direction.

Mayor Newton stated at the last meeting, Colleyville Chamber President Carolyn Sims explained how a support team comprised of the Chamber of Commerce, CEO Organization, Colleyville Lions Club, the City, local businesses, organizations, and citizens, will visit all of the businesses on SH26 by the end of July in an effort to show support, encourage shopping, and provide a connection to the City and TxDOT. Mayor Newton stated that work continues and he thanked everyone for their support, stating in addition to the Q1P, Q2P, and Q3P programs, the City is always listening to the concerns and working to assist our businesses.

Mayor Newton reported the City Council conducted a goals worksession last month and he will be reporting formally on the goals and objectives the Council will work toward in the coming months.

Mayor Newton said he, Assistant City Manager Adrienne Lothery, and City Manager Jerry Ducay are planning to meet with GCISD Superintendent Dr. Ryan to discuss school safety.

Councilmember Wheat thanked Mary Rodne and her staff, the Parks and Recreation, Public Works, and Colleyville Center staffs, and Police and Fire for the success of Red, White and Sousa.

Councilmember Tammy Nakamura recognized Taren Fowler, who attended the Council meeting as she is working on her Master's in Family Policies at Texas Wesleyan University.

City Secretary Christine Loven introduced Management Intern Keera Seiger, an MPA student at the University of North Texas. Ms. Seiger is currently an intern and has been assisting the City Secretary's Office. City Secretary Loven thanked Ms. Seiger for her work and for attending the City Council meeting.

Proclamation in recognition of Parks and Recreation Month - Mayor Richard Newton and Parks and Recreation Director Lisa Escobedo

Parks and Recreation Director Lisa Escobedo thanked the Mayor and City Council for recognizing the importance of Parks and Recreation. Director Escobedo introduced staff members Brittany Strickland and Joyceinne Williams who assisted her in presenting the City Council with a gift from the department.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-18-4280

- 4a** Approval of the minutes of the regular City Council meeting of June 19, 2018
- 4b** Approval of the minutes of the City Council Worksession of June 20, 2018
- 4c** Approval of the renewal for medical insurance to BlueCross BlueShield of Texas and dental insurance to CIGNA Dental; and renewal of a contract for the employee assistance program with Alliance Work Partners, and authorize the City Manager to execute the agreements
- 4d** Approval of establishing a Health Reimbursement Arrangement (HRA), and authorizing the City Manager to execute the agreements

Mayor Newton read Resolution R-18-4280 in its entirety.

Human Resources Director Jesse Perez presented items 4c and 4d.

Mayor Newton asked Director Perez if the HRA reduces the deductible for employees. Director Perez agreed.

Mayor Newton opened the public hearing at 8:12 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:12 p.m.

Councilmember Dodson made a motion to approve Resolution R-18-4280, accepting the minutes as corrected, and Councilmember Kelley 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, Chuck Kelley and Callie Rigney.

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Discussion of Phase III of the SH26 Construction project

Mr. Minh Tran, TxDOT Engineer, introduced Billy Howard and Stephen Grant, both of TxDOT, and explained the transition from Phase II to Phase III, the planned switches, and answered questions of the City Council.

Councilmember Dodson asked Mr. Tran to explain which crossover will be closed north bound during the transition and if there will be a significant drop in elevation between the lanes.

Mr. Tran noted the crossovers will also be phased and they will place ramps over the slope in the east and west bound lanes.

Mayor Newton asked Mr. Tran if the Phase I and II transition approach will be used for Phase III. Mr. Tran agreed it will be a similar approach, with more access on the east side.

Mayor Pro Tem Lindamood thank Mr. Tran and his staff for working efficiently and effectively to address the challenges at Oak Point and Tinker.

Kathy Hadley, 204 North Timberline, asked to speak regarding the SH26 Construction Project noting she did not understand why the project was taking so long and stated there is a need to raise the signage for visibility, suggesting the signs be attached to the traffic signal.

Mayor Newton explained the terms of the milestone contract which allows for the contract to end early if we are able to proceed into Phase III early. Mayor Newton thanked Mr. Tran and his staff for working diligently with the City and contractor.

5b Monthly Financial Report - May 31, 2018

Assistant City Manager Mark Wood presented the financial report for May and answered questions of the City Council.

Mayor Newton stated we have seen positive sales tax over the last three months, even though our surrounding cities have not and noted we are exceeding budgeted projections and are paying down our debt.

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

6a Ordinance O-18-2050

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premise Consumption on Lot 1R1, Block 1, of the Market Addition, located at 5005 Colleyville Boulevard, Suite 240, Case ZC18-015

Mayor Newton read the caption of Ordinance O-18-2050.

Community Development Director Ben Bryner presented this item and answered questions of the City Council.

Mayor Newton asked if the patio will be used. Director Bryner stated he was not sure and Councilmember Dodson stated a new pergola has been added.

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

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:57 p.m.

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

6b Ordinance O-18-2051

Consideration of a Special Use Permit for Package Store and Alcoholic Beverage Sales – Off-Premise Consumption on Lot 3, Block 2, of the Lavaca Trail Addition, located at 8070 Precinct Line Road, Case ZC18-016

Mayor Newton read the caption of Ordinance O-18-2051.

Community Development Director Ben Bryner presented this item and answered questions of the City Council.

Mayor Newton asked for the hours of operation to be included in the ordinance.

Mayor Newton asked Payal Brahmbhatt, 957 Parkridge Drive, Allen, the applicant if she owns any other liquor stores. Ms. Brahmbhatt stated she owns three other stores in Denison and Denton. Mayor Newton asked if the name or signage was going to change. Ms. Brahmbhatt stated everything will remain the same.

Mayor Newton asked staff how many off-premise SUP's there were in the City. Director Bryner noted he will research the information for provide it at a later date.

There was general discussion regarding restrictions in the SUP and those imposed by the Texas Alcohol and Beverage Commission.

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

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:57 p.m.

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

6c Ordinance O-18-2052

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial zoning district to allow for maximum square footage for a restaurant on Lot 1RA2, Block 1, of the Tropicana Fuels Addition, located at 7101 Colleyville Boulevard, Case ZC18-017

Mayor Newton read the caption of Ordinance O-18-2052.

Community Development Director Ben Bryner presented this item and answered questions of the City Council.

Mayor Newton asked staff if the business is moving from the Pool Road location. Director Bryner stated he believes so and the franchise will offer dine in and take out options and a new menu.

Councilmember Dodson stated the dumpster is being moved from the front to the back corner of the parking lot.

Applicant Bradley Mayhall, Project Manager, Mark of Excellence Pizza Company, the operating franchise of Domino's in the Tarrant county area, 1808 Harwood Court, Hurst, presented this item and answered questions of the City Council.

Mayor Newton asked Mr. Bradley, if this is a company that owns multiple franchises. Mr. Bradley responded it is a franchise which owns multiple locations.

Mayor Newton asked if this site is relocating from Hurst. Mr. Bradley stated it is relocating from Grapevine at Pool Road and Highway 26.

Mayor Newton asked Mr. Bradley what changes have been made to the site. Mr. Bradley responded they have changed the appearance of the sign out front, added landscaping in the front of the building and parking lot, making use of the pergola, installed double doors for a unified look with the rest of the building, relocated the dumpster, and added signage on the south wall.

Mayor Newton asked Mr. Bradley if this is a standard Domino's structure. Mr. Bradley stated the store is being rebranded and he wants this store to be a flagship store. Mayor Newton asked what sets this store apart. Mr. Bradley responded there are new finishes, the interior will reflect localization, updates to seating, and an updated menu.

Mayor Newton asked Mr. Bradley how many stores he owns. Mr. Bradley responded, 45 stores in Tarrant County.

Mayor Newton opened the public hearing at 9:10 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:10 p.m.

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

6d Ordinance O-18-2053

Consideration of amendments to the Land Development Code, specifically Chapter 1 – General Provisions and Chapter 4 – Landscaping and Buffering

Mayor Newton read the caption of Ordinance O-18-2053.

Community Development Director Ben Bryner presented this item and noted the Planning and Zoning Commission offered additional suggestions in Chapter 1 only, however, all changes discussed by City Council in their worksessions are incorporated.

Director Bryner stated the Planning and Zoning Commission believes increasing the notification area to 1,000 feet is too large and suggested a 500 foot notification area for residences and a 1,000 feet notification area for HOA's.

Mayor Newton asked Director Bryner why the Planning and Zoning Commission was concerned. Director Bryner replied one concern is if a property owner at 1,000 feet, has the same rights of the property owner at 300 feet. Mayor Newton stated if he understands correctly the criteria is 200 feet for a super majority requirement. Director Bryner concurred and stated the property owner outside the 200 feet may not agree or feel this is fair. Additionally there was concern for the extra amount of work and expense to increase the notification area.

Under Chapter 1 there was lengthy discussion regarding notification scenarios, which included designating sectors of the City by land size; using the zoning to establish the notification range (example: R-20 zoning – 200 foot notification; R-30 – 300 foot; etc.); notification to HOA's; ability to implement and legislate the notifications; certified mail; postcards; awareness programs; and costs.

There was also discussion regarding building codes, certificates of occupancy, redundancy in location, the use of the Land Development Code and the International Building Codes.

Mayor Newton and Councilmember Dodson stated they have questions regarding the jurisdiction, responsibilities, and authority of the Zoning Board of Adjustment.

Mayor Newton stated he and Councilmember Dodson will work with staff to have a discussion regarding the Zoning Board of Adjustment, prior to the second reading of the ordinance.

Director Bryner reviewed the additional recommendations of the Planning and Zoning Commission regarding Chapter 4.

Mayor Newton opened the public hearing at 9:39 p.m.

Kathy Hadley, 204 North Timberline, spoke regarding the notification area, stating she thinks increasing the mailing radius will not work and suggested signage at the entrance of neighborhood would be more effective.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:41 p.m.

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

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-18-4281

A resolution approving the City Manager to seek jurisdictional control of the Texas Department of the Transportation (TxDOT) funds allocated for landscaping enhancements as part of the SH26 Construction Project

Mayor Newton read Resolution R-18-4281 in its entirety.

City Manager Jerry Duway briefed the City Council regarding this item.

Mayor Newton opened the public hearing at 9:44 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:44 p.m.

Mayor Pro Tem Lindamood made a motion to approve Resolution R-18-4281 and 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, Chuck Kelley and Callie Rigney.

7b Resolution R-18-4282

Approval of the Sidewalk Policy as reviewed by the Colleyville Sidewalks Ad Hoc Committee and revised through the City Council Worksession process

Mayor Newton read Resolution R-18-4282 in its entirety.

City Manager Jerry Duway briefed the City Council regarding this item.

Mayor Newton opened the public hearing at 9:52 p.m.

Kathy Hadley, 204 North Timberline, spoke in opposition to this item, expressed concerned regarding the size of the sidewalks, the lack of use of sidewalks, loss of trees, and forcing citizens to pay for sidewalks.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 9:58 p.m.

Councilmember Kelley made a motion to approve Resolution R-18-4282 and Councilmember Wheat seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers, Kathy Wheat, George Dodson, Chuck Kelley and Callie Rigney.

Nay: 1 – Councilmember Tammy Nakamura

8. TABLED: RESOLUTION(S) READING AND PUBLIC HEARING

Resolution R-18-4275

Consideration of a Preliminary Plat for the Oak Creek Addition, located at 7209 & 7215 John McCain Road, Case PC18-005

Mayor Newton stated this resolution was tabled at the June 19, 2018 meeting and the applicant wishes for it to remain tabled at this time.

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

Kathy Hadley, 204 North Timberline, stated she thinks Colleyville has the very best staff and thanked Lisa Escobedo, Parks and Recreation Director, and Caleb Tandy, Arborist, for taking the time to meet with her regarding a tree in the Nature Center and reiterated her concern with wide sidewalks causing the loss of trees.

Mayor Pro Tem Lindamood thanked Mrs. Hadley for her comments and stated this Council has methodically thought out the plan to save trees and has been diligent in doing so.

10. REPORTS

Library Advisory Board Minutes - April 9, 2018

There was no discussion of this item.

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR MONDAY, JULY 2, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4283

This resolution was not needed.

12. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 10:07 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4b

Agenda Date 07/17/2018

Number Resolution R-18-4285

Type Resolution

Department City Secretary

Title

Approval of a construction contract with Scott Beck Construction, Inc. in the amount of \$283,960, which includes a \$13,400 contingency, for the Library Spatial Reconfiguration Project, and authorizing the City Manager to execute the contract and any associated change orders

Strategic Plan

- 2.1 Provide responsive, efficient city services
- 2.3 Effectively leverage information technology
- 5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

On February 20, 2018, staff provided an update to City Council and sought direction regarding the Colleyville Public Library Spatial Reconfiguration Project (Project). Following the presentation and discussion, the Mayor and City Council directed staff to work with Hidell and Associates Architects to continue to move forward with the Project as proposed. Upon approval, the library staff and Board began working with Aaron Babcock of Hidell and Associates Architects, as a consultant, to develop construction and furniture plans and specifications for the Project.

Public notification of the invitation for construction bids was advertised in the *Fort Worth Star-Telegram* on May 27, June 3, and June 10, 2018. The notice to bidders and bid packet was posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, the consultant directly notified a list of local contractors, who might be interested in the bid opportunity. The project had 19 plan holders, of which seven (7) were general contractors and four (4) plan rooms.

The City received three (3) sealed bids, which were opened and publicly read aloud on June 14, 2018.

The bids received are as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Alternate 2</u>	<u>Bid Bond</u>	<u>Days</u>
MxE Creative Builders	\$302,777	\$32,645	\$27,546	Yes	88
Scott Beck Construction, Inc.	\$264,560	\$26,200	\$6,000	Yes	88
Schmoldt Construction, Inc.	\$467,000	\$35,000	\$9,100	Yes	88

Per the bid tabulation, the low bid was submitted by Scott Beck Construction, Inc. with a total bid amount of \$264,560. The bids were in line with the architect's preliminary estimated cost of \$255,849. The contractor's qualifications and references have been verified by the design consultant.

Financial Impact

Funding for this project is available in the FY 2018 CEDC budget.

Recommendation

Approve

Attachments

1. Contractor Agreement - Library Spatial Reconfiguration Project
2. Scott Beck Construction Bid - Colleyville Public Library Project
3. Colleyville Public Library - Consultant's Construction Bid Recommendation Letter

CONTRACTOR SERVICES AGREEMENT
City of Colleyville Public Library Renovation Project

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Scott Beck Construction, Inc.**, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY professional services for the renovation of the Colleyville Public Library ("the Project"), such services being more fully described herein and pursuant to the specifications provided in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and end upon completion of the Project and CITY'S final acceptance of CONTRACTOR'S services, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

- A. This Agreement is a part of the Contract Documents, which include:
- 1) This Agreement, including all exhibits and addenda hereto;
 - 2) CITY'S Specifications and Contract Documents for the Project ("Bid Packet");
 - 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
 - 4) Properly authorized change orders;
 - 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
 - 6) Any other materials distributed by the CITY that relate to the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons,

or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR. The total being Two Hundred and Eight Three Thousand Nine Hundred and Sixty Dollars (\$283,960.00), which includes a Thirteen Thousand Four Hundred Dollar (\$13,400.00) contingency. Payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. Liquidated Damages. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of

time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,000.00 per day.

E. Abandonment by Contractor. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, written ten (10) days after service of such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY

shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

Section 11. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 19. Independent Contractor.

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 20. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

AGREED AND SIGNED this _____ day of July, 2018

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt City Attorney
(WLW:7.12.18:100963)

AGREED AND SIGNED this _____ day of July, 2018.

SCOTT BECK CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

**PROPOSAL RESPONSE
BID FORM**

TO: CITY OF COLLEYVILLE
Attn: City Manager
100 Main Street
Colleyville, Texas 76034

FOR: LIBRARY RENOVATION PROJECT

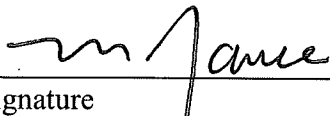
GENERAL INFORMATION REGARDING BIDDER PROPOSALS

Pursuant to the foregoing "Notice to Bidders" and "General Conditions of the Contract", the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Specifications and Contract Documents and binds itself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the prices contained herein. Bidder information submitted in the following forms and the Bidder's Response will be used solely for the purpose of choosing a bidder. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the Bidder's Proposal Response and/or the forms contained herein, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

BIDDER PRICE FORM ACKNOWLEDGMENT

By signing below the undersigned Bidder hereby certifies that the following price and/or values are accurate and based upon Bidder's careful review and consideration of all work to be performed for the project.

Acknowledged and Submitted by:


Signature

Mike Nance
Name

Scott Beck Construction Inc
Bidder/Company Name

Date: 6/14/2018

PRICE FORM

Pursuant to the foregoing "Notice to Bidders" the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of, the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Plans, Specifications and Contract Documents and binds himself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the following prices to-wit:

The Bidder proposes to perform all the work required by the contractual document for the amount of: <u>Two Hundred Sixty Four Thousand Five Hundred Sixty Dollars</u> Dollars and Cents (fill in amount in words)	TOTAL	<u>\$264,560.-</u>
The Bidder proposes to perform all the work required by Alternate No. 1 for the amount of: <u>Twenty Six Thousand Two Hundred Dollars</u> Dollars and Cents (fill in amount in words)	TOTAL	<u>\$26,200.-</u>
The Bidder proposes to perform all the work required by Alternate No. 2 for the amount of: <u>Six Thousand Dollars</u> Dollars and Cents (fill in amount in words)	TOTAL	<u>\$6,000.-</u>

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract and to begin the work to be performed under the contract within ten (10) days after receipt of written authorization to begin the work (Work Order), and to complete one hundred percent (100%) of the work within **Eighty-Eight (88) Consecutive Calendar Days** after the effective starting date for the Project as specified in the "Work Order".

— END OF BID FORM —

BIDDER PROPOSAL & ACKNOWLEDGMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract.

Enclosed with this proposal is a Certified Check for _____ dollars (\$ _____) or a Proposal Bond in the amount of five (5%) percent of the total bid, which it is agreed shall be collected and retained by the City as liquidated damages (for delay and additional work caused thereby) in the event that this Proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and required bonds for the City within ten (10) days after the Proposal is accepted and the Contract awarded by the City. Otherwise, said check or bond shall be returned to the undersigned upon request.

COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Tarrant County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Colleyville and the Bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Colleyville shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Bidders bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? X YES NO

Signed: m. James

Company: Scott Beck Construction Inc

Address: 4028 Ruffe Snow Dr. NHT TX 76180

SEAL
(If Corporation)

Telephone: 817 616 3277

Fax: 817 616 3280

Federal ID Number: 20-3046615

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No. 1 Date Received: 6-7-2018

By: m. James

Addendum No. 2 Date Received: 6-12-2018

By: m. James

Addendum No. 3 Date Received:

By:



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Aetna Marine Group

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Scott Beck Construction, Inc. Principal,
and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation authorized to
transact a general surety business in the State of Texas, as Surety, are held an firmly bound
unto City of Colleyville

(hereinafter called the Obligee) in the full and just sum of Five Percent Greatest Amount Bid
_____ (\$ 5% GAB) for the payment whereof in
lawful money of the United States, we bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for:

Colleyville Public Library Renovation Solic #20176

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 14th day of June, 2018.

Scott Beck Construction, Inc.

Principal (Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Tracy L Miller
Tracy L Miller

Attorney-In-Fact (Seal)

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **James R. Reid, Tracy L. Miller, Alicia Grumbles and William Mitchell Jennings of Higginbotham Insurance Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

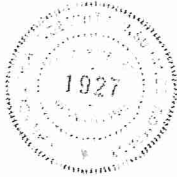
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

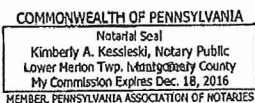
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____

residing at: _____

Bala Cynwyd, PA

(Notary Seal)

My commission expires: _____

December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of June, 2013.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Scott Beck Construction Inc. – Current Work in Progress

Project: Acura Houston phase 2

Owner: Remington

Architect: GFF Dallas – Kipp Schecht

Contract Amount: \$1,898,222.00

65% Complete Date to complete: 7/15/2018

Clearlake Hilton (Houston) complete by 7/12/2018

Exterior pool deck

Waterproofing at garage deck

Owner: Remington

Architect: NA- PM John McDougall

Contract Amount: 168k

25% Complete Date to complete: 7/12/2018

Lakeway Resort (Austin)

Exterior glass door and storefront

Exterior wall repair

Owner: Remington

Architect: PM John McDougall

Contract Amount: 49k

30% Complete Date to complete: 8/1/2018

Marriot Alamo Plaza (San Antonio)

Exterior wood repairs/paint

Owner: Remington

Architect: PM Steve Fry

Contract Amount: 98k

10% Complete Date to complete: 7/10/2018

AIA 305 – ATTACHMENT PAGE

3.5 – LIST ALL MAJOR PROJECTS COMPLETED IN PAST 5 YEARS

Project: La Quinta Sharonville OH Complete Remodel of rooms, common areas, lobby and exterior

Owner: LQ Management LLC

Architect: Rolf K. Biggers, AIA

Contract Amount: \$4,180,066.56

Completion Date: 100% 3/2018

Project: La Quinta Fort Worth South Complete Remodel of rooms, common areas, lobby and exterior

Owner: LQ Management LLC

Architect: Michael R. Hall – GH2

Contract Amount: \$1,410,281.06

Completion Date: 100% 4/2016

Project: Embassy Suites Houston Room Remodel and Public Spaces

Owner: Remington

Architect: LK Design Group

Contract Amount: \$1,587,943.00

Completion Date: 100% 4/2017

Project: BISD – N. Oaks MS Cafeteria Remodel and HVAC Upgrades

Owner: Birdville ISD Schools

Architect: I.E.G. Mark Carpenter

Contract Amount: \$417,922.00

Completion Date: 100% 8/2015

Project: BISD – Richland MS – Cafeteria Remodel and HVAC Upgrades

Owner: Birdville ISD Schools

Architect: I.E.G. Mark Carpenter

Contract Amount: \$194,242.00

Completion Date: 100% 8/2016

Project: German School House Remodel

Owner: Remington

Architect: LK Design Group

Contract Amount: \$614,278.00

Completion Date: 100% 2/2017

Project: Marriott Plano Renovations

Owner: Remington

Architect: Carrell Partners & Yost

Contract Amount: \$504,008.00

Completion Date: 100% 4/2017

Project: Southlake Warehouse Conversion

Owner: Rene Isip

Architect: Custom

Contract Amount: \$209,582.00

Completion Date: 100% 1/2017

Project: La Quinta Miami Hurricane Relief #980

Owner: LQ Mgmt. LLC

Architect: Custom

Contract Amount: \$496,342.00

Completion Date: 100% 4/2018

Project: La Quinta Hurricane Relief #667

Owner: LQ Mgmt. LLC

Architect: Custom

Contract Amount: \$907,068.00

Completion Date: 100% 4/2018

Project: Mazda Clearlake Build-Out

Owner: Mazda

Architect: GFF Architects

Contract Amount: \$495,752.00

Completion Date: 100% 10/2016

Project: Hampton Inn Memphis Remodel

Owner: PHR Group

Architect: Studio 11

Contract Amount: \$893,274.00

Completion Date: 100% 7/2015

Scott Beck Construction Inc. – KEY Individual present commitments

Heather Beck – CEO

Heather is currently overseeing all projects on a Business stand point. All Projects current and complete are analyzed financially as well as system quality.

Scott Beck – Senior Project Manager

Scott Estimates and Manages various Jobs between 50k and 500k with field superintendents and communicates daily as needed with Owners Representatives.

Current Commitments –

Acura Houston, phase 2 to be complete 7/15/2018

Clearlake Hilton (Houston) complete by 7/12/2018

82k exterior pool deck

86k waterproofing at garage deck

Lakeway Resort (Austin) complete by 8/1/2018

42K exterior glass door and storefront

49K exterior wall repair

Marriot Alamo Plaza (San Antonio) complete by 7/22/2018

98K exterior wood repairs/paint

Mike Nance – Project Manager

Mike Estimates and Manages various Jobs between 50k and 5mil with field superintendents and communicates daily as needed with Owners Representatives.

Current Commitments –

La Quinta Miami – Close out process

La Quinta West Miami – Close out process

La Quinta Ohio – waiting on Airwall change order to be installed by 7/31/2018 to do final App

Bidding Projects weekly as needed

Assisting Scott Beck as needed on his bidding

Carlos Cepeda – Superintendent

Currently assisting other projects until needed.

Chris Beck – Construction Lead Supervisor

Currently overseeing Acura Dealership and Austin Projects

Travis Houser – Superintendent

Currently Supervising Acura Dealership

Gavin Grider – Superintendent

Currently Supervising Clearlake

Scott Beck Construction Inc. - Trade References

Barnett Co.

801 W. Bay St, Jacksonville, FL 32204

Office: 800.288.2000 x105296 | Mobile: 904.570.5722 | Fax: 800.288.2828

E-mail: amy.alicea@ebarnett.com | Website: www.e-barnett.com

Foundation Building Materials

Address: 11360 Enterprise Park Dr, Cincinnati, OH 45241

Hours: Open · Closes 4PM

Phone: (513) 771-3555

Resdoor Co

Door Supplier Billy Caffey

3769 Noble Ave

Fort Worth, TX 76111

(817) 834-8121 email: b.caffey@resdoor.com

BIDDERS QUALIFICATIONS

1. The General Contractor organization must be able to demonstrate that its organization and all persons and/or entities performing work under the General Contractor's direction are qualified and organized to perform the proposed construction. The General Contractor must also demonstrate that it has consistently and satisfactorily completed facility construction projects similar in scope, complexity, and size over the past five (5) years or the company's entire history if less than five (5) years.
2. The bidder must submit a fully-completed Contractor's Qualification Statement (AIA A305) with his proposal.
3. The General Contractor must submit with his proposal the following:
 - A. Resumes of the proposed Project Manager, Estimator and Superintendent that include:
 1. Educational Background.
 2. Work Experience.
 3. References for each individual.
 - B. A listing of all facility projects completed within the last five (5) years with a brief description of the project that includes:
 1. Project Name and Location.
 2. Project Size.
 2. Project Construction Cost and date completed.
 4. Owner and Architect contact names and current telephone numbers.

— END OF BIDDERS QUALIFICATIONS —

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: —T CITY OF COLLEYVILLE - CITY MANAGER

ADDRESS: ADDRESS: 100 MAIN STREET, COLLEYVILLE TX 76034

SUBMITTED BY: -MIKE NANCE

NAME: SCOTT BECK CONSTRUCTION INC.

ADDRESS: 4028 RUFÉ SNOW DR., NORTH RICHLAND HILLS TX 76180

PRINCIPAL OFFICE: SAME

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT: *(if applicable)* Colleyville Library

TYPE OF WORK: *(file separate form for each Classification of Work)*

- ☒ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 19 YEARS

§ 1.2 How many years has your organization been in business under its present business name? 13 YEARS

§ 1.2.1 Under what other or former names has your organization operated?

SCOTT BECK CONSTRUCTION INC.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1/2005

§ 1.3.2 State of incorporation: TX

§ 1.3.3 President's name: HEATHER BECK

§ 1.3.4 Vice-president's name(s) -NA

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1.3.5 Secretary's name: NA

§ 1.3.6 Treasurer's name: MIKE NANCE

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

TEXAS, LOUISIANA, OHIO, TN

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

TX, LA, OH, TN

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

PROJECT MANAGEMENT, SUPERVISION, SCHEDULING

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

NO

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

NO

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

\$1,646,800.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$5.35 MILLION

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

SEE ATTACHED

§ 4.2 Bank References:

WELLS FARGO - JAIME RUDDALL - jaime.ruddell@wellsfargo.com - 2700 S. PRICE RD., AZ 85286 - 480-724-2730

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

HIGGINBOTHAM - PHILADELPHIA INSURANCE COMPANY

§ 4.3.2 Name and address of agent:

TRACY MILLER - 500 W. 13th STREET, FORT WORTH TX 76102

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

SMALLWOOD & ASSOCIATES - 5320 PLEASANT RUN ROAD, COLLEYVILLE TX 76034

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

YES

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

YES

§ 6 SIGNATURE

§ 6.1 Dated at this day of June 13th 2018

Name of Organization: SCOTT BECK CONSTRUCTION INC.

By: M Nance

Title: Project Manager

§ 6.2

M Steven Nance being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 13 day of June 2018

Notary Public: Crystal Garcia-Long

My Commission Expires: 11/06/2021



Scott Beck Construction Inc.

Superintendent Short Resume – Chris Beck

Chris Beck – Superintendent

Chris started as a Plumber by Trade and has been involved with Plumbing and every aspect in Construction, hands on from 1999 thru 2010. Chris has been in a Superintendent position from 2010 till the Present.

Educational Background:

High School

Trade School – holds a Journeyman Plumbing License

10 Hour OSHA

19 years of Field Experience

References:

Faren Ardis – VP Construction Remington – 214-690-6782
farenardis@remingtonhotels.com

Lorcan Drew – VP Watermark Capital - 214-729-3224
Drew@watermarkcap.com

Rene Isip – President John Eagle Motor Group – 214-683-5555
rene@johneagle.net

Shane Donahue – PM, The Ratliff Group LLC - 817-372-3668 Cell
shane@ratliffgroup.com

Scott Beck Construction Inc.

Project Manager/Estimator

Mike Nance - PM

Mike has been in Construction since 2005 and has Project Managed from start to finish over 36 Construction jobs ranging from small contracts to 4.3 million-dollar contracts.

Educational Background:

Richland High School Graduate

S.T.A.R.S. Management Training Course Denver CO

10 Hour OSHA

References:

Conan Mathson - Birdville ISD - conan.mathson@birdvilleschools.net 817-547-5851

Bill Widener – PM/Consultant La Quinta Design and Construction – 214-460-0109
william.widener@laquinta.com

Faren Ardis – VP Construction Remington – 214-690-6782
farenardis@remingtonhotels.com

Lorcan Drew – VP Watermark Capital - 214-729-3224
Drew@watermarkcap.com

Rene Isip – President John Eagle Motor Group – 214-683-5555
rene@johneagle.net

Shane Donahue – PM, The Ratliff Group LLC - 817-372-3668 Cell
shane@ratliffgroup.com

Scott Beck Construction Inc.

Previous Facility work

Project: BISD – N. Oaks MS Cafeteria Remodel and HVAC Upgrades **6212 SF**

Owner: Birdville ISD Schools

Architect: I.E.G. Mark Carpenter - 817.455.4994

Contract Amount: \$417,922.00

Completion Date: 100% 8/2015

Conan Mathson

Senior Officer – Design and Construction

Bond and Capital Improvements

Birdville ISD

6119 East Belknap St.

Haltom City, TX 76117

817-547-5851 office Mathson, Conan conan.mathson@birdvilleschools.net

Project: BISD – Richland MS – Cafeteria Remodel and HVAC Upgrades **5412 sf**

Owner: Birdville ISD Schools

Architect: I.E.G. Mark Carpenter - 817.455.4994

Contract Amount: \$194,242.00

Completion Date: 100% 8/2016

Conan Mathson

Senior Officer – Design and Construction

Bond and Capital Improvements

Birdville ISD

6119 East Belknap St.

Haltom City, TX 76117

817-547-5851 office Mathson, Conan conan.mathson@birdvilleschools.net

Project: German School House Remodel

Owner: Remington

Architect: LK Design Group - Phone number: (210) 824-8825

Contract Amount: \$1,214,278.00

Completion Date: 100% 2/2017

Faren Ardis – VP Construction Remington – 214-690-6782

farenardis@remingtonhotels.com

Project: Marriott Plano Renovations

Owner: Remington

Architect: Carrell Partners & Yost - Phone number: (214) 953-0042

Contract Amount: \$504,008.00

Completion Date: 100% 4/2017

Faren Ardis – VP Construction Remington – 214-690-6782

farenardis@remingtonhotels.com

Project: Mazda Clearlake Build-Out

Owner: Mazda

Architect: GFF Architects - Phone number: (817) 303-1500

Contract Amount: \$495,752.00

Completion Date: 100% 10/2016

Rene Isip – President John Eagle Motor Group – 214-683-5555

rene@johneagle.net

Shane Donahue – PM, The Ratliff Group LLC - 817-372-3668 Cell

shane@ratliffgroup.com

Scott Beck Construction Inc. – Snap Shot

Scott Beck Construction Inc. was incorporated in 2005 and has been in business since 1999. We started as a Plumbing Company and Scott and Chris Beck still hold their Master and Journeymen License to this day. In 2005 we started remodeling Hotels for various Groups like Whitestone and have successfully completed over 27 interior/Exterior Hotel Remodels. We mainly work off of referrals for all work which also includes medical, Schools, Car Dealerships and Restaurants. Since 2008 SBC has done business with Zero Outstanding Debt and stays 100% involved from start to finish on all jobs.

Mid to Major Projects: Snapshot

2005 - 2018

Extended Stays Texas (13) 2005/2008 – Whitestone
La Quinta (3) Alabama 2007– LQ Mgmt. LLC – Bill Widener
Lost Pines Resort – Woodbine Development 2010 – Tish Tabacks
Hyatt Regency Hill Country Resort 2010– Woodbine Development – Tish Tabacks
Residence Inn by Marriott Saddle River NJ – InnKeepers USA
Residence Inn by Marriott Cherry Hill HJ – InnKeepers USA
Residence Inn by Marriott Binghamton NY – InnKeepers USA
Residence Inn by Marriott Mount Laurel NJ – InnKeepers USA
Residence Inn by Marriott Shelton CT – InnKeepers USA
Dallas Reunion Tower partial – Woodbine – Tish Tabacks
Dallas Union Station Tunnel Remodel – Woodbine – Tish Tabacks
Hyatt Regency Dallas 2nd Floor Bar and New Coffee Shop – Woodbine – Lorcan Drew
Embassy Suites Houston Galleria, 2016– Remington – Wes Roddy 214-893-7931
Marriott Riverwalk San Antonio, 2017– Remington – Steve Fry 954-330-9648
La Quinta Fort Worth South 2017 – Mark Hernandez 847-532-5253 – 1.4 Mil
La Quinta Sharonville OH, 2017/2018– Bill Widener 214-460-0109 – 4.1 Mil
La Quinta Miami North 2018 – Bill Widener 214-460-0109 – 1.3 Mil
La Quinta Miami West 2018 – Bill Widener 214-460-0109 – 596 K
The Stoneleigh Dallas, 2018 – Lorcan Drew
Hyatt Hill Country Executive Suites 2018 – Current - Woodbine
Marriott San Antonio Meeting Spaces 2018 – Current - Remington

Faren Ardis – VP Construction Remington – 214-690-6782
farenardis@remingtonhotels.com

Lorcan Drew – VP Watermark Capital - 214-729-3224
Drew@watermarkcap.com

Bill Widener – PM/Consultant La Quinta Design and Construction – 214-460-0109
william.widener@laquinta.com

Additional Projects:

Vein Clinics of America – Arlington, Houston (2)
Birdville ISD – Multiple School Projects 2010/2017
Acura Warehouse conversion to Showroom (2)
The Hills Church
Starbucks Remodels
Hunt Oil Group – Multiple Projects
Freeman Toyota Hurst – Current 2018
The Ashton Fort Worth Fitness Room and pantry - Remington
Dallas Market Center Marriott – Common Areas – Current 2018
Marriott DFW Airport Model Room & Corner Pantry – Current 2018
Honda Cars of Katy Exterior – Current 2018
Acura of Houston – Current 2018

Rene Isip – President John Eagle Motor Group – 214-683-5555
rene@johnneagle.net

Shane Donahue – PM, The Ratliff Group LLC - 817-372-3668 Cell
shane@ratliffgroup.com

Scott Beck Construction Inc.
4028 Rufe Snow Dr.
NRH TX 76180
817-616-3277

Scott Beck – Senior PM
Mike Nance – PM
Heather Beck – CEO



BIRDVILLE INDEPENDENT SCHOOL DISTRICT

KATIE BOWMAN, CPA, ASSOCIATE SUPERINTENDENT OF FINANCE

6125 East Belknap • Haltom City, Texas 76117-4296 • 817-547-5736 • Fax 817-831-5721 • www.birdvilleschools.net

Birdville Independent School District
6125 E. Belknap Street
Haltom City, TX 76117

August 24, 2016

Scott Beck Construction
Heather Beck
4028 Rufe Snow Dr.
North Richland Hills, TX 76180

Dear Heather,

On behalf of the staff and students of Watauga Elementary School and Birdville ISD, please accept my sincere gratitude and appreciation for your contribution toward ensuring a successful beginning of school. Conan Mathson, John Hughes, and Darrell Siems indicated that your assistance was provided with very little advanced notice.

Your response to us during our time of need speaks to the ongoing quality of service we receive from your company. That service has definitely strengthened the partnership we enjoy today. It is a pleasure for us to work with your company and we look forward to building on the relationship that has been established.

Sincerely,

Katie Bowman
Associate Superintendent for Finance
Birdville ISD

June 19, 2018

Mary Rodne
Library Director
Colleyville Public Library
110 Main Street
Colleyville, Texas 76034

HIDELL

A S S O C I A T E S
A R C H I T E C T S

Re: Bid proposal review

Dear Mary,

The Colleyville Public Library Renovation Project received three bids on June 14, 2018. The three bidders were as follows:

MxE Create Builders
Scott Beck Construction, Inc.
Schmoldt Construction, Inc.

Based on the bids and proposal information required, the contractors were evaluated based on the eight criteria factors as defined in the project specifications. The result of the evaluation ranks Scott Beck Construction as the recommended contractor for Council approval.

Scott Beck Construction, Inc. had the lowest base bid price. The company has been in business for 19 years, with experience in the renovation of facilities, and a bonding capacity of \$25,000,000. The following references for the company were contacted:

Birdville ISD – Positive recommendation regarding renovation experience.

Good Fulton Farrell - Positive recommendation regarding renovation experience.

Remington Properties – Positive recommendation regarding multiple projects completed.

Hidell and Associates Architect recommends the City of Colleyville approve the base bid - \$264,560 and Alternate no. 2 - \$6,000 cost. The Alternate no. 2 cost includes the temporary relocation of the staff workstations for access to remove and replace the existing carpet flooring.

Included with this letter are the bid results and bid evaluation sheets.

Sincerely,



Aaron Babcock
Hidell and Associates Architects



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c

Agenda Date 07/17/2018

Number Resolution R-18-4285

Type Resolution

Department Library

Title

Approval to purchase library furniture from Library Interiors of Texas, LLC, for the Library Spatial Reconfiguration Project, in an amount not to exceed \$212,237, and authorizing the City Manager to execute the purchase orders

Strategic Plan

- 2.1 Provide responsive, efficient city services
- 2.3 Effectively leverage information technology
- 5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

On February 20, 2018, staff provided an update to City Council and sought direction regarding the Colleyville Public Library Spatial Reconfiguration Project (Project). Following the presentation and discussion, the Mayor and City Council directed staff to work with Hidell and Associates Architects to continue to move forward with the Project as proposed. Upon approval, the library staff and Board began working with Aaron Babcock of Hidell and Associates Architects, as a consultant, to develop construction and furniture plans and specifications for the Project.

Public notification of the invitation for furniture bids was advertised in the *Fort Worth Star-Telegram* on June 10, and June 17, 2018. The notice to bidders and bid packet was posted on CivCast for free downloading and distributed to the Dodge Lead Center. Additionally, the consultant directly notified three local library furniture vendors, who might be interested in the bid opportunity. The project had 11 plan holders, of which five (5) were furniture vendors. The City received two (2) sealed bids, which were opened and publicly read aloud on June 29, 2018.

The bids received are as follows:

Bidder	Bid Package A	Bid Package B
Cultural Surroundings	No Bid	\$70,986.77
Library Interiors of Texas, LLC	\$152,079.48	\$60,157.33

Per the bid tabulation, the low bid was submitted by Library Interiors of Texas, LLC, with a total bid amount of \$212,236.81. The bids are over the architect's preliminary

estimated cost of \$173,365.86. The vendor's qualifications and references have been verified by the design consultant. The consultant noted that the current furniture bidding market for library equipment and furnishings is busy and vendors are able to be selective regarding pricing and new projects. As a result, fewer bids were received for the furniture project.

Financial Impact

Funding for this furniture project is available in the FY 2018 CEDC budget and the Library donations budget, which includes donations from the Friends of the Colleyville Public Library and the Colleyville Public Library Foundation.

Recommendation

Approve

Attachments

1. Library Interiors of Texas Furniture Bid - Colleyville Public Library Project
2. Colleyville Public Library - Consultant's Furniture Bid Recommendation Letter

CITY OF COLLEYVILLE

REQUEST FOR BIDS

The City of Colleyville is soliciting sealed proposals for handling, delivery, and installation of furnishings for the Colleyville Public Library. The successful Bidder shall agree to provide the City with the specific furniture and service as outlined in the Bid Specifications.

Designate on the front, lower, left hand corner of your response envelope, the following:

Bid Reference Number:

Subject: Colleyville Public Library Furniture Package

Bid Closing Time: June 26 @ 2:00 PM

For Convenience at Bid Opening, Enter Quote on this Cover Page and Include in Sealed Response Envelope (**Do Not** Place Quoted Prices on the Outside of the Envelope):

Project Cost Bid Package A:	\$	<u>152,079.48</u>
Project Cost Bid Package B:	\$	<u>60,157.33</u>
Total Project Cost:	\$	<u>212,236.81</u>

NOTICE TO BIDDERS

Sealed Bids addressed to CITY OF COLLEYVILLE, will be received at the office of the City Manager for the City of Colleyville, located at 100 Main Street, Colleyville, Texas 76034, until **2:00 P.M. on Tuesday, June 26, 2018** for the furnishing of all labor, materials, and equipment, all other incidentals necessary with the performing of all work required in the construction of the following project:

COLLEYVILLE PUBLIC LIBRARY FURNITURE

and other improvements incidental thereto, at which time and place the bids will be publicly opened and read aloud. ***NO LATE BIDS WILL BE ACCEPTED.*** Bids shall be submitted in sealed envelopes upon the blank form of furnished herewith. Sealed envelopes shall be marked "**A BID FOR THE COLLEYVILLE PUBLIC LIBRARY FURNITURE. DO NOT OPEN UNTIL 2:00 P.M. TUESDAY, JUNE 26, 2018.**"

Specifications and plans may be examined without charge at the City of Colleyville Public Works Engineering Office, 100 Main Street, Colleyville, Texas 76034. Copies of such instruments may be obtained from the following website: <http://www.civcastusa.com>. This website will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project. Official plan holders list will only be the list maintained by The City. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on the Civcast USA website.

Chapter 176 of the Texas Local Government Code requires that any bidder or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ form shall be submitted with the bidder's complete Bid Packet. Failure to submit any form under this Section shall result in the Bid being considered non-responsive.

Questions shall be addressed to:

Name:	AARON BABCOCK
Firm:	HIDELL AND ASSOCIATES ARCHITECTS, INC.
Address:	3033 KELLWAY DRIVE SUITE 120
City, State, ZIP	CARROLLTON, TX 75006
Telephone:	972.416.4666
Email:	<u>ababcock@hidell.com</u>

The City reserves the right to reject or accept any or all bids or to enter into negotiations with any bidder. The City reserves the right to waive any alleged breach of technicality.

ADVERTISEMENT DATES:

June 10, 2018

June 17, 2018

-End Notice-

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Bidders Check List

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- Page I.1** ☐ **Property Damage Report**

A.1
INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**
Completed bids will be received in the Office of the City Manager at 100 Main Street, Colleyville, Texas 76034 until the bid submission deadline **2:00 pm on June 26, 2018** as stated on the cover page. Bid responses received after the closing time and date will be returned to the sender unopened.
2. **SIGNATURES**
All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.
3. **DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM (S)**
Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all bid specifications and operational requirements. Should the commodity fail to meet the specifications of the bid, the successful Bidder agrees that the City may elect to do any of one of the following:
 - A. Reject the bid and void the purchase as to any and all items so bid.
 - B. Require specific performance by the successful Bidder at no additional cost to the City.
4. **SAMPLES**
Samples of items, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.
5. **ALTERING BIDS**
Bids cannot be altered, amended or withdrawn by the Bidder after the bid-opening deadline. Any interlineation, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.
6. **BID WITHDRAWAL OR REJECTION**
The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in. The City reserves the right to waive informalities in bidding.
7. **LATE BIDS**
The City of Colleyville is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.
8. **PRICES HELD FIRM**
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.

9. **EXCESS OR INCORRECT COMMODITIES**
Materials delivered in error or in excess of the quantity ordered may, at the Purchaser's option, be returned at the Bidder's expense.
10. **PACKING, CRATING AND CARTAGE**
The cost of all-special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the deliver or set-up of the commodity purchased shall be removed and properly disposed of by the successful Bidder.
11. **DESTINATION CHARGES**
All products offered shall be bid F.O.B., final destination, as designated, with all delivery charges to be prepaid by the successful Bidder. The City does not accept C.O.D. or collect shipments.
12. **TITLE / RISK OF LOSS**
The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.
13. **IDENTICAL BIDS**
In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Annotated Texas Statutes.
14. **DELIVERY DATE AND LOCATION**
The Bidder shall provide in the "Authority to Quote" section the maximum number of days to deliver the product after receipt of the City's order. This date may determine the award. If the successful Bidder accepts the City's order, but does not deliver in the promised time, fees for delay may be assessed beginning on the first day following the promised delivery date.
15. **DEVIATION FROM SPECIFICATIONS**
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.
16. **UNIT PRICES AND EXTENSIONS**
If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.
17. **WARRANTY**
Guarantees and warranties should be attached as a part of the bid as they may be a consideration in making the award.
18. **TERMINATION OF AGREEMENT**
The City reserves the right to terminate this agreement with ten- (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As

soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

20. **PRICE DECLINE**

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall have the benefit of such decline.

21. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

22. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

23. **SELECTION OF BIDDER**

The City reserves the right to select a bid based on previous or current performance of other similar projects by the bidder. If the City has documented poor performance or if quality of the finished product was sub-standard, the City at anytime may reject that bidders submittal.

24. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

25. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

26. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

27. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgements, and damages which the City may have to pay or incur.

28. **GRATUITIES/BRIBES**
The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.
29. **RESPONSE FORM TO BE USED**
The bid quote must be submitted on the form provided.
30. **SPECIAL TOOLS**
In the event that special tools are required for routine maintenance or to provide access to compartment areas, the successful Bidder shall furnish these tools at no cost to the City.
31. **OPERATIONAL MANUALS**
If requested by the City, the Bidder shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the product quoted.
32. **MATERIAL SAFETY DATA SHEETS (MSDS)**
Each bid shall include a MSDS for the product quoted, if applicable.
33. **EMPLOYEE TRAINING**
The successful Bidder shall provide on-site if applicable instruction to the designated City employee(s) as required to safely operate and maintain the item purchased. This instruction shall be at no additional cost to the City.
34. **PAYMENT**
Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price. All prices quoted shall include all charges, including delivery and set-up fees.
35. **BRAND OR MANUFACTURER'S REFERENCE**
The City of Bedford requires that the brand name or manufacturer for the product be provided. No substitutions are allowed.
36. **REFERENCES**
Each Bidder is to provide a minimum of Three (3) verifiable references in which the Bidder has sold this or a similar product. List the references on Attachment F.
37. **SPECIFICATION CLARIFICATION**
For clarification of these specifications, call Aaron Babcock (972) 416-4666.

BONDS, INSURANCE and INDEMNITY

NO BID BONDS

All bids shall be accompanied by a bid bond and power of attorney issued by a corporate surety authorized (licensed) to do business in the State of Texas and acceptable to the City in the amount of 5% of the total maximum bid as guarantee that the bidder will enter into a contract and execute performance, payment, and maintenance bonds within ten (10) days after notice of award of contract. In lieu of a bid bond, the City will accept a cashier's check issued on a national or state bank.

INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used in the delivery of the item(s) purchased by the City.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

C.1
GENERAL PROVISION FOR FURNITURE BID

- The City of Colleyville is accepting Bids for furnishings at the Colleyville Public Library located at 110 Main Street, Colleyville, Texas 76034.

Scope:

- This project will consist of providing all specified furniture and warranties.
- This project includes the relocation of existing furniture.
- Delivery and installation of new furniture to the Colleyville Library by the furniture to the new Bedford Public Library by October 12, 2018.
- To act as a single point of contact for all issues with furniture, warranties and potential damage to facility during installation.

Documents:

- Bid Package A – Library Furniture
 1. Specifications
 2. Drawings A1300, A1301, EX1300, and EX1301
- Bid Package B – Library Shelving and End Panels
 1. Specifications
 2. Drawings A1300, A1301, EX1300, and EX1301

D.1

VERIFICATION OF WORK:

It shall be the responsibility of the Library Manager or designee to guarantee the execution, inspection, and monitoring of the work performed by the contractor in accordance with the terms and conditions of these specifications.

AWARD OF BID:

The City reserves the right to select the bidder that most represents the best value to the interests of the City of Colleyville. In that regard, the City's evaluation of each bid shall include not only the dollar amount of each bid, but an assessment of the products bid, and an assessment of each bidder's capacity to perform. Preference will be given to bidders who submit bids for both Bid Package A and Bid Package B. In this regard, the City shall evaluate prior work performance through the checking of references, and an evaluation of the furniture and manpower information provided by the bidder in the submittal bid.

After taking all of the above factors into consideration, the City reserves the right to take one of the following actions:

Reject any and all bids

Award the entire contract to the bidder that provides the City with the best value.

Award the contract for a single package to separate bidders.

NOTE TO SUCCESSFUL BIDDER(S): It is anticipated that the successful Bidder(s) will be required to execute the City's standard form contractor agreement prior to commencement of work and/or services.

RESPONSIBILITY FOR CITY PROPERTY DAMAGES:

The Contractor will be responsible for any damage done to desirable plant material, the facility or other facility property during delivery and furniture installation. This list is not all inclusive but includes exterior and interior wall finishes for example, floors, and glass. The repairs to the damaged property will be at the contractor's expense. The contractor must use the General Contractor, Harrison, Walker & Harper to make the repairs.

CONTRACTOR QUALIFICATIONS:

Contractors submitting bids certify to the City that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the starting date of the initial contract period.

D.2

CONTRACT TERMINATION:

A. Termination for Convenience By Owner - This contract may be terminated for convenience by the City in part or in its' entirety at any time with five (5) days written notice. The City agrees to pay the Contractor for work that has been completed and is not in dispute.

B. Termination for Convenience By Contractor - This contract may be terminated for convenience by the Contractor in its' entirety at any time with thirty (30) days written notice.

C. Termination for Default - City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the interest of the City. City reserves the right to determine a breach of contract and reserves the right to terminate the contract in part or in its' entirety based on the performance of the contractor. Continuing non-performance of the Contractor in terms of specifications shall be basis for the termination of the contract by the City. The Contractor will be given a reasonable opportunity, as stated in this contract, before termination, to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance. City reserves the right to terminate the contract immediately for the following reasons:

1. Failure to meet schedules;
2. Failure to pay minimum wages;
3. Failure to maintain required insurance;
4. Failure to pay required taxes;
5. Failure to provide adequate supervision at the facility;
6. Failure to otherwise perform in accordance with these specifications.

NON-DISCRIMINATION:

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

ADDENDUM:

The Owner reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope. The Owner also reserves the right to issue an addendum throughout the term of the Contract. Such addendum(s) shall be, and are hereby made a part of these specifications.

E.1

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

I hereby certify that our principal place of business is in the State of Texas.

NO

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____ % lower than resident bidders by State Law. A copy of the statute is attached.

The undersigned Bidder hereby declares that he has visited the work sites and has carefully examined the Contract Documents pertaining to the work covered by the above bid. The bidder shall execute these additional applications at the quoted price throughout the length of the contract. Contractor acknowledges receipt of the following addenda:

Signature _____

LIBRARY INTERLOANS OF TEXAS
Company Name

Printed Name MILAN BL TAYLOR

Title DIRECTOR of OPERATIONS

Date 6-27-18

E.2
AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract/ subcontract work, revocation of permits and/or prosecution.

Signature

Date 6-28-18

Attest (if Contractor is a Corporation)

Date

HOUSE BILL 89 VERIFICATION

I, being an adult over the age of eighteen (18) years of age, do hereby depose and verify that LIBRARY INTERIORS OF TEXAS [company name], under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature

Date 6-28-18

Attest (if Contractor is a Corporation)

Date

F.1
ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of five (3) verifiable references in which the bidder has provided similar service.

Company Name: CITY OF BROWNSVILLE
Address: 2600 CENTRAL BLVD, BROWNSVILLE, TX 77820
Contact Person: JERRY HODGELOCK
Telephone: (956) 548 0079
Product Purchased by Reference: LIBRARY FURNITURE, Shelving & EQUIPMENT

Company Name: CITY OF BOONVILLE
Address: 451 N. MAIN ST, BOONVILLE, TX 78006
Contact Person: KELLY SKOUJSBERG
Telephone: (830) 249-3053
Product Purchased by Reference: LIBRARY FURNITURE, Shelving & EQUIPMENT

Company Name: CITY OF WACO
Address: 1717 AUSTIN AVE, WACO, TX 76701
Contact Person: WILLIAM WILSON
Telephone: (817) 750-3642
Product Purchased by Reference: LIBRARY FURNITURE, Shelving & EQUIPMENT

**G.1
ATTACHMENT II**

INSURANCE

SECTION A. Prior to the approval of this agreement by the City, the successful Bidder shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the agreement and to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the successful Bidder.

SECTION C. Subject to the successful Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, the successful Bidder shall obtain and maintain in full force and effect for the duration of this agreement, and any extension hereof, at successful Bidder's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation and Employers Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
H. Advertising injury	
H. Contractual liability	
H. Medical payments	

3. Comprehensive Automobile Liability Insurance

Combined single limit for bodily injury including property damage of \$500,000 coverage per occurrence or its equivalent, for loading and unloading hazards, for:

- a. Owned/leased vehicles
- b. Non-owned vehicles
- c. Hired vehicles

4. Workers' Compensation Insurance Coverage

As required by the Texas Workers' Compensation Commission Rule 28, 110.110, the Contractor shall provide Workers' Compensation Insurance Coverage for all persons providing services on the project ("subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the successful Bidder shall exercise reasonable efforts to accomplish such changes in policy coverage's, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Bidder agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Colleyville and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Nick Lange		
	PHONE (A/C, No, Ext): 608-288-2821	FAX (A/C, No):	
	E-MAIL ADDRESS: nick.lange@m3ins.com		
	PRODUCER CUSTOMER ID #: LIBRINT-01		
INSURED Library Interiors of Texas, LLC 401 Congress Ave. Suite 1540 Austin TX 78701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co.		36137
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 671200896

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6807E486485	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			BA1G663148	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS						Comp/Coll Ded \$ 500
	☒ NON-OWNED AUTOS						\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE		CUP7E513234	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000
	☐ DEDUCTIBLE						AGGREGATE \$
	☒ RETENTION \$ 5,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB2J82248A	7/1/2018	7/1/2019	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Colleyville is an additional insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Colleyville
100 Main Street
Colleyville TX 76034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Liberty Mutual Insurance Company
175 Berkeley Street
Boston MA 02117

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we Library Interiors of Texas, LLC, 401 Congress Ave. Suite 1540,
Austin, TX 78701, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto the City of Colleyville, 100 Main Street, Colleyville, TX 76034
, as obligee (the "Obligee"), in
the penal sum of Five Percent (5%) of Amount Bid
 Dollars (\$5% of Bid Amount),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Colleyville Public Library Furniture Package

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 29th day of June, 2018.

WITNESS / ATTEST

Library Interiors of Texas, LLC
(Principal)

By: [Signature] (Seal)

Name: MICHAEL TAYLOR
Title: DIRECTOR OF OPERATIONS

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: [Signature] (Seal)

Attorney-in-Fact
Michael R. Zahn

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7989439

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael J. Moore; Travis Schreiber; Richard F. Kekula; Kim E. Schwenn; Trisha Stark; Michael R. Zahn; Julie Zimmerman

all of the city of Madison, state of WI, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of June, 20 18.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1260684851800

File/Vendor Number: 62170

Approval Date: 25-APR-2016

Scheduled Expiration Date: 25-APR-2019

In accordance with the Memorandum of Agreement between the

City of Austin (COA)

and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

LIBRARY INTERIORS OF TEXAS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 06-JUN-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul Gibson, Statewide HUB Program Manager

Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15

*City of Austin
Small and Minority Business Resources Department
certifies that*

Library Interiors of Texas, LLC

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

Women-Owned Business Enterprise
with the City of Austin.



A handwritten signature in dark ink, appearing to read "Veronica", is written over a horizontal line.

Veronica Briseño Lara, Director
Small and Minority Business Resources Department

CITY'S VENDOR CODE: VS0000010106

EXPIRATION DATE:

4/25/2019

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.
Verification of certification status can be obtained by calling 512.974.7645.

**G.2
ATTACHMENT III**

**CITY OF COLLEYVILLE
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified Vendor. If the below identified Vendor is awarded the agreement by the City of Colleyville, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid/proposal.

Agent (Signature) _____

Agent (Print) _____

Name of Agent/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

Date: _____

VENDOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to reject this bid/proposal and place the award with another. If you have any questions concerning these requirements, please contact the Library Director for the City of Colleyville.

H.1
AFFIRMATION OF BID

TERMS & CONDITIONS:

Failure to complete the project under the terms provided will result in assessment of liquidated damages. Liquidated damages will be assessed at a rate of \$200.00 per day.

Project Cost \$ 212,236.81

_____(Name of Company) hereby submits the attached bid for handling, delivery and installation of furnishings for the new Bedford Public Library for the City of Colleyville, as specified in Bid documents and attachments that have been provided.

In submitting this bid, LIBRARY INTERIORS OF TEXAS (name of company) affirms that they have the capacity, manpower and equipment to perform all of the acts and services specified in the bid package of materials that have been provided.

After fully evaluating the data provided, we hereby submit the bid in good faith on this day the 27 (day) of JUNE (month), 2018 (year).

Company Name LIBRARY INTERIORS OF TEXAS

Company Address 401 CONGRESS AVE, SUITE 1540, AUSTIN TX 78701

Company Phone No. 512 964 2790

Company Fax No. 888 690 5489



Name of Company Official
Signing the bid for this company

MICHAEL TAYLOR

(Print Name)
Signature of Company Official

Quotation No. Q2316

Library Interiors - TX Project ID: Q2316

Issued By: Michael Taylor

Date: 6/25/2018

LIBRARY INTERIORS OF TEXAS, LLC
6012 York Bridge Cir
Austin, TX, 78749
P: 888-689-5489 (LITX)
F: 888-690-5489 (LITX)

Bill-to: Colleyville Public Library
110 Main Street
Colleyville, TX 76034

Ship-to: Colleyville Public Library
110 Main Street
Colleyville, TX 76034

Terms Net 30 Days

Contact: Mary Rodne

Contact: Mary Rodne



Item #	Colors/Finishes	Quantity	Part#	Description	Unit Net \$	Ext Net \$
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Bid Package A - Furnishings

T-7	Top: Forbo White Cliffs 241 Edgeband: Frosty White 399 Base: 431 Metallic Silver	2	TT2PE.R.2472.AB	Surfaceworks Training Table with linoleum flip top, and metal base with casters	744.00	1,488.00
LC-1	Ultraeather Pro 554-3087 Woodcrest Autumn Beech	14	2201	Arcadia Huddle Lounge Chair. Optional Casters add \$20 per chair	1,419.60	19,874.40
LC-2	Ultraeather Pro 554-3087 Woodcrest Autumn Beech	3	2201	Arcadia Huddle Lounge Chair. Optional Casters add \$20 per chair	1,419.60	4,258.80
OT-4	Autumn Beech	2	536-442216	Arcadia Ovate Occasional Table, 44" x 22" Oval	1,080.95	2,161.90
OT-3	Autumn Beech	3	537-222216	Arcadia Ovate Occasional Table, 22"sq	1,080.95	3,242.85
OT-2	Autumn Beech	1	536-2216	Arcadia Ovate Occasional Table, 22"dia	1,080.95	1,080.95
LC-5	Ultraeather Pro 554-3087 Woodcrest Autumn Beech	6	2201	Arcadia Huddle Lounge Chair. Optional Casters add \$20 per chair	1,419.60	8,517.60
CH-6	Shell: American Cherry Frame: Chrome	16	AB00	Allermuir Curve Chair	590.20	9,443.20
CH-8	Ultraeather Pro 554-3087 Woodcrest	4	F49358	OFS Boost Mobile Ottoman with Soft Casters	861.00	3,444.00
CH-2	Seat: Ultraeather Pro 554-3214 Chestnut Back: Light Tone	9	GLNAUC	KI Grazie Four Leg Chair with Casters	375.05	3,375.45
CH-4	Mesh: Black Seat: Ultraeather 291-5607 Reve Wing	11	ALTMMA	KI Altus Mesh Back Task Chair	779.35	8,572.85



Library Interiors of Texas, LLC, standard terms and conditions of sale apply.



Quotation No. Q2316

CH-4	Mesh: Black Seat: Ultraleather 291-5607 Reve Wing	4	ALTM4A	Ki Altus Mesh Back Task Chair	779.35	3,117.40
T-1	Top: Forbo Eeal 3077 Tan Pink Legs: Cherry Stain to Match Existing	7	TW4/4848-C	Worden Twain IV Study Table. 48"sq.	1,167.19	8,170.34
T-2	Top: Forbo Eeal 3077 Tan Pink Legs: Cherry Stain to Match Existing	1	TW2/3648-C	Worden Twain II Study Table. 36" x 48"	1,167.19	1,167.19
T-3	N/A	4		Relocate Existing Worden Table.		
CH-1	TBD	4	DEP-STG-1000-C	Agati DePaul Reader Chair	724.75	2,899.00
NOOK-1	TBD	2	HMP-VWKS-STR-4942	Agati Hampton Nook. With Plug. Right handed unit	5,534.17	11,068.34
NOOK-2	TBD	1	HMP-VWKS-STR-4942	Agati Hampton Nook. With Plug. Left handed unit	5,534.17	5,534.17
T-4	Top: Forbo Serene Grey 3146 Edgeband: Frosty White 399 Base: 431 Metallic Silver	8	TT2PE-R.2472-AB	Surfaceworks Training Table with linoleum flip top, and metal base with casters	744.00	5,952.00
US-2	Momentum Cover Cloth Fuchsia/Zest	2	QQ-D-P-P	Leland Quarry Bench - Quartz	924.30	1,848.60
US-3	Momentum Cover Cloth Fuchsia/Zest	2	QM-D-P-P	Leland Quarry Bench - Mica	773.50	1,547.00
AT-1	Birch	1	4901	3Branch Discovery Table with 1 x Lego/Smooth Reversible Top and 2 Storage Bins	3,375.00	3,375.00
AT-3	Birch	1	4904	3Branch Discovery Table with 1 x Lightbox Top and 2 Storage Bins	4,630.00	4,630.00
AT-2	Birch	1	4902	3Branch Discovery Table with 1 x Tinker Toy and 2 Storage Bins	4,630.00	4,630.00
S-1	Red/Blue/Yellow	9	4560-01	3Branch Discovery Ottoman	175.00	1,575.00
S-1	Flame/Electric	6	DOTT17	Izzy+ Doti Stool	227.50	1,365.00
CH-20	Mahogany 92	4	SKEC11314	TMC Kestrel Chair 14" Seat Height	313.56	1,254.24
CS1	TBD	1	EMT-VWKS-6PD	Agati Elements 6 Person Computer Stations	8,822.45	8,822.45



Library Interiors of Texas, LLC. standard terms and conditions of sale apply.



Quotation No. Q2316

CH-5	N/A	32	Relocate Existing Agati Chair
T-3	N/A	4	Relocate Existing Worden Table.
LC-4	N/A	8	Relocate Existing Nienkamper Lounge Chair
LC-3	N/A	4	Relocate Existing Nienkamper Lounge Chair
CH-8	N/A	10	Relocate Existing TMC Chair
CH-9	N/A	12	Relocate Existing Loewenstein Chair
OT-5	N/A	8	Relocate Existing Nienkamper Ottoman
US-1	N/A	4	Relocate Existing Allermuir Ottoman
CS-2	N/A	1	Relocate and Reconfigure Existing Nienkamper Computer Station
T-6	N/A	3	Relocate Existing TMC Table

Bid Package A Product Total: 132,415.74

Delivery: 8,011.15

Installation to include Relocation/Reconfiguration Noted in Specifications: 11,552.59

Bid Package A Total; supplied, delivered, and installed: \$152,079.48

Bid Package B - Shelving and End Panels

SH-1	N/A	53	N/A	Relocate, and Reconfigure Existing MJ Shelving
SH-2	N/A	12	N/A	Relocate, and Reconfigure Existing MJ Shelving



Library Interiors of Texas, LLC, standard terms and conditions of sale apply.



Quotation No. Q2316

SH-3	Sand	15	VARIOUS	Estey Welded Frame Shelving Unit with Sloped Base Shelves, and Sloped Multi-Media Display Shelves. 66"h x 36"w x 20"d	660.40	9,906.00
SH-4	Sand	3	VARIOUS	Estey Designer Series Doubled Faced Mobile Shelving unit with 10"d Sloped Adjustable Shelves. 66"h x 36"w x 20"d	707.85	2,123.55
SH-5	N/A	4	N/A	Relocate, and Reconfigure Existing MJ Shelving		
SH-6	Sand	5	VARIOUS	Estey Designer Series Doubled Faced 2 Section Mobile Shelving unit with 10"d Sloped Adjustable Shelves. 66"h x 72"w x 20"d	1,313.95	6,569.75
SH-7	Clear Acrylic	6	N/A	10"h x 36"w 1 Layer Acrylic Insert for Existing Aluminium Channel	200.00	1,200.00
SH-9	N/A	4	N/A	Relocate, and Reconfigure Existing MJ Shelving		
SH-11	Sand	12	VARIOUS	Estey Welded Frame Shelving Unit with Sloped Base Shelves, and Existing Adjustable Shelves. 56"h x 36"w x 24"d	162.80	1,953.60
SH-12	N/A	5	N/A	Relocate, and Reconfigure Existing MJ Shelving		
SH-13	N/A	5	N/A	Relocate, and Reconfigure Existing MJ Shelving		
SH-14	N/A	5	N/A	Relocate, and Reconfigure Existing MJ Shelving		
SH-15	TBD	2	VARIOUS	Estey Welded Frame Single Faced Shelving Section with 10"d Sloped Base Shelves, and 10"d Sloped Adjustable Shelves. 56"h x 36"w x 10"d	194.15	388.30
SH-16	TBD	5	VARIOUS	Estey Welded Frame Single Faced Shelving Section with 10"d Sloped Base Shelves, and Existing Adjustable Shelves. 56"h x 36"w x 10"d	121.55	607.75
SH-17	N/A	5	N/A	Relocate, and Reconfigure Existing MJ Shelving		
EP-EX	N/A	12	N/A	Relocate, and Reconfigure Existing Worden End Panel		
EP-EX1	N/A	5	N/A	Relocate, and Reconfigure Existing Worden End Panel		
EP-1	Stained to match existing	1	TH-9014-C	Worden End Panel to match existing. 90"h x 14"w	450.66	450.66
EP-2	Stained to match existing	8	TH-7022D-C	Worden End Panel to match existing. 66"h x 22"w	570.72	4,565.76



Quotation No. Q2316

EP-3	Stained to match existing	16	TH-7022DC	Worden End Panel to match existing. 66"h x 22"w	570.72	9,131.52
EP-EX2	N/A	6	N/A	Relocate, and Reconfigure Existing Worden End Panel		
EP-EX3	N/A	16	N/A	Relocate, and Reconfigure Existing Worden End Panel		
EP-EX4	N/A	4	N/A	Relocate, and Reconfigure Existing Worden End Panel		
EP-4	As Per Hidel Bid Docs	4	CUSTOM	Plastic Laminate End Panel, as Per Conceptual Drawings on Bid Doc Sheet A1301	609.00	2,436.00
EP-5	As Per Hidel Bid Docs	2	CUSTOM	Plastic Laminate End Panel, as Per Conceptual Drawings on Bid Doc Sheet A1301	551.00	1,102.00
EP-6	As Per Hidel Bid Docs	4	CUSTOM	Plastic Laminate End Panel, as Per Conceptual Drawings on Bid Doc Sheet A1301	667.00	2,668.00
EP-7	As Per Hidel Bid Docs	2	CUSTOM	Plastic Laminate End Panel, as Per Conceptual Drawings on Bid Doc Sheet A1301	493.00	986.00
CT-1	Nevamar Royal Mahogany	2	CUSTOM	Plastic Laminate Canopy Top as per Bid Doc Sheet A1301. 144" x 25 1/2"w	461.38	922.76
CT-2	N/A	1	N/A	Relocate, and Reconfigure Existing Canopy Top		
CT-3	Nevamar Royal Mahogany	1	CUSTOM	Plastic Laminate Canopy Top as per Bid Doc Sheet A1301. 72" x 14"w	166.77	166.77
CT-4	Nevamar Royal Mahogany	2	CUSTOM	Plastic Laminate Canopy Top as per Bid Doc Sheet A1301. 144" x 25	459.57	919.15

Bid Package B Product Total: \$46,097.57

Delivery: 3,918.29

Installation to include Relocation/Reconfiguration Noted in Specifications: 10,141.47

Bid Package B Total; supplied, delivered, and installed: \$60,157.33



Property Damage Report

Operator: N/A Date: _____

Address of Property: _____

Property Damaged: _____

Extent of Property Damaged: _____

Person Notified: _____

Corrective Action Taken: _____

Date of Resolve: N/A Signed: _____

July 3, 2018



Mary Rodne
Library Director
Colleyville Public Library
110 Main Street
Colleyville, Texas 76034

A S S O C I A T E S
A R C H I T E C T S

Re: Furniture Bid review

Dear Mary,

The Colleyville Public Library Furniture Bid received two bids on June 29, 2018. The two bidders were as follows:

Cultural Surroundings
Library Interiors of Texas, LLC

The furniture project was issued with two bid packages, Bid Package A for the furniture, and Bid Package B for the library shelving. The specifications were posted online to Civcast and sent directly to three local library furniture vendors, Cultural Surroundings, Library Interiors of Texas, LLC, and Libra-Tech Corporation. Libra-Tech Corporation declined to submit a bid for the project.

Based on the bids and proposal information required, the contractors were evaluated based on items submitted, cost, and references. The result of the evaluation ranks Library Interiors of Texas, LLC as the recommended vendor for Council approval.

Library Interiors of Texas, LLC had the lowest base bid price and was the only bidder to provide cost for both bid package A and bid package B. The company has been providing library furniture since 1977, and is HUB certified. The following references for the company were contacted:

City of Brownsville (provided library furniture and shelving) – Positive recommendation regarding furniture installation.
City of Boerne (provided library furniture and shelving) - Positive recommendation regarding furniture installation
City of Waco (provided library furniture and shelving) - Positive recommendation regarding furniture installation

Hidell and Associates Architect recommends the City of Colleyville approve Bid Package A - \$152,079.48 and Bid Package B - \$60,157.33, for a total furniture and shelving cost of \$212,236.81.

Included with this letter, are the bid results and bid cost breakdown sheets.

Sincerely,

Aaron Babcock
Hidell and Associates Architects



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d
Type Resolution
Department Engineering

Agenda Date 07/17/2018

Number Resolution R-18-4285

Title

Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$445,000 for the preparation of a Storm Drainage Master Plan, and authorizing the City Manager to execute the agreement

Strategic Plan

3.3 Mitigate stormwater runoff and flooding risks

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

This item is for consideration of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$445,000 for the preparation of a Storm Drainage Master Plan, and authorizing the City Manager to execute the agreement.

In March of 2017, City Council approved the 2017 Capital Improvement Program by Resolution R-17-4106, which included an update to the Storm Drainage Master Plan for \$500,000.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 53 submittals from various Professional Engineering Firms. Based on a review of the 53 submitted Statements of Qualifications as well as an interview with the firm, staff is recommending the use of Kimley-Horn and Associates, Inc. for the development of a Drainage Master Plan.

The proposed attached professional services agreement identifies six (6) specific tasks including the following:

Task 1 – Project Management

This task includes providing project management related services for the project including monthly updates, up to three (3) meetings with City staff, and general quality control assurance and reviews.

Task 2 – Existing Conditions Evaluations

The Consultant will perform an evaluation of the existing hydraulic conditions analysis for the six (6) low water crossings located in the City, for up to seven (7)

neighborhood studies, and the City's FEMA designated flood plains.

Task 3 – Proposed Conditions Evaluations

The Consultant will work with the City to compile, evaluate, and prioritize projects for a capital improvements list.

Task 4 – Public Outreach

The consultant will prepare for and attend up to two (2) public meetings and two (2) council meetings during the twelve month (12) month project schedule. Preparation may include preparing up to four (4) full size color exhibits of specified areas identified by the City, one (1) low water crossing exhibit, and up to six (6) neighborhood study exhibits.

Task 5 – Preparation of Final Document

Prepare an executive summary and other narrative to summarize the purpose, results, and recommendations.

Task 6 – Review of the City's Existing Drainage Criteria/Post Construction Ordinance/Best Management Practices

Consultant will review existing drainage criteria identifying areas that are considered outdated as well as pertinent development ordinances to identify areas/criteria that can be improved or revised to meet current industry policies and procedures. In addition, Consultant will review the existing MS4 related ordinances to determine if a new post construction ordinance needs to be adopted.

The project completion for the Storm Drainage Master Plan is based on a twelve (12) month project schedule.

Financial Impact

Funding for the professional services agreement is available in the Drainage Fund.

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Professional Services Agreement
2. Resolution R-17-4106
3. 1295 Form
4. CIQ Form

STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between the City of Colleyville ("City"), and Kimley-Horn and Assoc., Inc. ("Professional"), a State of North Carolina corporation, (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by City, Professional agrees to provide to City the necessary professional engineering and surveying services related to the performance of the Drainage Master Plan

("Project") as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the Payment Schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Professional, by City, shall be based on invoices submitted by Professional for work performed monthly by City, less any previous payments, and shall be paid within 30 days of receipt of invoice by City.

B. City reserves the right to delay, without penalty, any partial payment when, in the opinion of City, Professional has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Fee shall be as specified in Exhibit "A", which shall not exceed \$445,000. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither City's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all

damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time for Performance

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided; but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum

combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
- (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
- (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS

THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In

the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City ("the Effective Date").

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Professional will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City: City Manager
City of Colleyville
1000 Colleyville Road
Colleyville, Texas 75077

With copy to: Whitt L. Wyatt
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If to Professional: Misty Christian, P. E.
801 Cherry Street, Suite 1300, Unit 11
Fort Worth, Texas 76102

Section 23. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

(Signature page to follow)

EXECUTED in duplicate originals this the _____ day of _____, 201__.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, Ph.D., City Manager

APPROVED AS TO FORM:

By: _____
Whitt L. Wyatt, City Attorney
(7-11-17:87934)

EXECUTED in duplicate originals this the _____ day of _____, 201__.

(PROFESSIONAL)

By: Scott R. Arnold
Name: Scott R. Arnold
Title: Assistant Secretary

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"**Scope of Services****Task 1 – Project Management**

This task includes providing project management related services for the project. The subtasks are described below.

- Prepare monthly project updates/council updates;
- Prepare monthly invoicing;
- General internal and external communication and coordination;
- Prepare for and attend up to three (3) meetings with City staff, including one kickoff meeting;
- General quality control assurance and reviews; and
- This task is based upon a twelve (12) month schedule. Approximately 175 hours are budgeted for this task.

Task 2 – Existing Conditions Evaluations

The Consultant will perform an evaluation of the existing hydraulic conditions analysis for the six (6) low water crossings located in the City, for up to seven (7) neighborhood studies, and the City's FEMA designated floodplains. The subtasks are described below in more detail.

2.1. Low Water Crossing Evaluation(s)

- Perform up to two (2) site visits at each of the six (6) existing low water crossings which include the following:
 - Jackson
 - Bedford Road
 - Oak Knoll (2)
 - Cheshire
 - Martin Parkway
- Evaluate available hydraulic information provided by Client for the six (6) low water crossings to understand the existing hydraulic conditions and inundation limits. No new hydrologic models will be prepared.
- Recommend one (1) improvement for each of the low water crossings. The recommendations would be an improvement that would convey the 100-year storm event.
- Opinion of Probable Construction Costs (OPCCs) will be prepared for the six (6) sites. The OPCCs may include construction costs associated with reconstructing the roadway, and/or installing a warning system for the existing low water crossing.
- LIDAR will be used to determine the topographic characteristics of the neighborhood/tributaries/creeks. A budget of \$22,500 will be included in this Task for miscellaneous survey needs.
- This task does not include the preparation of any construction plans.
- Approximately 550 hours are budgeted for this task and the \$22,500 for survey mentioned above.

2.2. Neighborhood Studies

- Meet with the Client one time to discuss which the specific issues that need to be evaluated within each of the following neighborhoods:
 - Tara Plantation
 - Bill Simmons
 - Blue Bonnett/Cherry
 - LaVaca at Precinct Line
 - Up to two (2) more sites
- Performing up to two (2) site visits to each neighborhood to observe existing conditions, including erosion conditions in the creeks and tributaries (total of up to 12 site visits);
- Obtaining record drawings from the City to perform a hydraulic review of the existing data;
- Perform conceptual calculations to determine peak discharges from the 100-year storm event. The Rational Method will be used to calculate the peak discharges in accordance with City criteria as of the date of this agreement.
- A vicinity map and color exhibit of each neighborhood will be prepared.
- A narrative will be prepared to summarize the evaluation performed for each neighborhood study and will be included in the final document. The narrative will include a summary of the existing hydraulic, flooding and/or erosion conditions, as well up to two (2) recommendations to mitigate the issues.
- Opinion of Probable Construction Costs (OPCC) will be prepared for the mitigation recommendations. The OPCCs will be included in the final document.
- Preparation of hydraulic and hydrologic models is not included in this Task.
- LIDAR will be used to determine the topographic characteristics of the neighborhood/tributaries/creeks. A budget of \$22,500 will be included in this Task for miscellaneous survey needs.
- Approximately 600 hours are budgeted for this task and the \$22,500 for survey mentioned above.

2.3. Review of Existing FEMA Designated Creek Hydraulics and Floodplain Mapping

- The Client shall provide the Consultant with existing hydrologic and hydraulic studies to rely upon for this Task. The evaluation will only be performed on the FEMA designated creeks with a designation of Zone A and Zone AE.
- Consultant will provide a summary of the evaluation of the existing conditions. The evaluation will summarize any floodplain issues, at risk insurable structures, and inundated roadways. The summary will be included in the final document.
- A “hot spot” map will be developed showing the areas along the creek that may need improvements based upon a criterion set forth by the Client.
- This task does not include the preparation of any construction plans.
- This task does not include developing any mitigation alternatives or OPCCs.
- Approximately 125 hours are budgeted for this task.

Task 3 – Proposed Conditions Evaluations

- Meet with the City one time to discuss specific projects to be prioritized.
- Compile the recommended projects from Task 2.
- The Consultant will work with the Client to evaluate and prioritize the project listing for a capital improvements list.
- The summary and OPCCs will be included in the final document.

- Approximately 150 hours are budgeted for this task.

Task 4 – Public Outreach

- Meet with City staff one time to develop a public outreach plan.
- Prepare for and attend up to two (2) public meetings. The City is responsible for notifying the residents/stakeholders of the meetings and shall be responsible for identifying the location of the public meeting and scheduling appropriate resources for the meetings.
- Preparation for the public meeting may include preparing up to four (4) full size color exhibits of specified areas identified by the City, one low water crossing exhibit, and up to six neighborhood study exhibits
- Scope does not include preparation of Powerpoint presentations.
- Prepare meeting minutes and compile the feedback received during the meetings.
- Prepare for and attend up to two (2) council meetings during the twelve (12) month project schedule.
- Outreach through social media (Twitter, Facebook, webpages, videos, etc.) is not included in this Task.
- Approximately 100 hours are budgeted for this task.

Task 5 – Preparation of Final Document

- Meet with the City one time to discuss the general format of the final deliverable;
- Prepare an executive summary and other narrative to summarize the purpose, results, and recommendations. The narrative will be in a 8.5"x11" format.
- Exhibits and/or plans discussed in the sections above will be included and referenced in the final document.
- OPCCs will be included in the final document.
- The Engineer will submit the draft final document (up to three copies) to the City for review and comment. The Engineer will address up to two (2) rounds of comments.
- After addressing the comments, the Engineer will provide up to five (5) copies of the final document and an electronic pdf version
- Approximately 100 hours are budgeted for this task.

Task 6 - Review of the City's Existing Drainage Criteria/Post Construction Ordinance/Best Management Practices

- Review the Client's existing drainage criteria (provided by the Client). The review will include identifying areas within the drainage criteria that are considered outdated and can be revised to meet current industry policies and procedures.
- Consultant will review pertinent development ordinances to identify areas/criteria that can be improved. Consultant will provide a summary of how other cities are managing different aspects of drainage including, creek erosion through private property, lot to lot drainage, and detention pond designs. The findings will be used to develop a list of "Best Management Practices" that will be presented to City staff and the City Council. This scope does not include officially changing or adopting the recommendations or "Best Management Practices".

- Specifically, the Consultant will evaluate how current criteria and ordinances manage erosion within private/HOA properties. The Engineer will provide a summary of policies other cities are using to manage the erosion and present those findings to the Client.
- Assist the Client in preparing a Post-Construction MS4 Ordinance. The Consultant will review the Client's existing MS4 related ordinances to determine if a new post construction ordinance needs to be adopted, or if portions of the existing ordinance can be used to meet the MS4 requirements. The Consultant will prepare a summary with key components of the Post-Construction Ordinance, however, the City Attorney will need to format, review and adopt the final Ordinance.
- Approximately 200 hours are budgeted for this task.

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. This information may include existing data such as hydrologic and hydraulic studies, design criteria, storm water ordinances, LIDAR, GIS files, and platting information. The City will also provide comments on the draft final document.

Schedule of Rates and Expenses

Refer to Payment Schedule on the following pages.

*Payment Schedule – Page 1***Payment Schedule of Rates and Expenses**

Services under this agreement will be performed on a Task Order basis. The City will request services for each Task Order. The Engineer will perform Tasks 1 – 6, in the manner provided in Exhibit A (Scope of Services), for the total budgeted not to exceed fees below, which are inclusive of all reimbursable and sub-consultant costs for each Task.

Compensation for any additional services not identified below shall be at the City's request and based upon a mutually agreed scope and budget. Unless otherwise agreed by the City and Engineer, the Standard Rate Schedule included herein shall be used to estimate the proposed budget for any additional services.

Basic Services (Hourly)

Task 1	Project Management	\$ 35,000
Task 2	Existing Conditions Evaluations	
	-Low Water Crossing Evaluation(s)	\$ 132,500
	- Neighborhood Studies	\$ 142,500
	- Review of Existing FEMA Designated Creek Hydraulics and Floodplain Mapping	\$ 25,000
Task 3	Proposed Conditions Evaluations	\$ 30,000
Task 4	Public Outreach	\$ 20,000
Task 5	Preparation of Final Document	\$ 20,000
Task 6	Review of the City's Existing Drainage Criteria/Post Construction Ordinance Public Outreach	\$ 40,000
Total Budgeted Fee		\$ 445,000

All permitting, applications, and similar project fees will be paid directly by the City.

*Payment Schedule 1 – Page 2***Kimley-Horn and Associates, Inc.****Standard Rate Schedule**

(Hourly Rate)

Senior Professional I	\$240 - \$265
Senior Professional II	\$180 - \$250
Professional	\$160 - \$210
Senior Technical Support	\$115 - \$190
Technical Support	\$70 - \$100
Analyst	\$105 - \$175
Support Staff	\$75 - \$115

Effective July 2017

RESOLUTION R-17-4106

**A RESOLUTION AMENDING THE CITY OF COLLEYVILLE
COMPREHENSIVE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR FISCAL YEARS 2017- 2021**

WHEREAS, planning for capital expenditures is an essential function of local government; and

WHEREAS, a multi-year capital improvement program is an important communication tool for residents and businesses; and

WHEREAS, a multi-year capital improvement program is a valuable tool in addressing infrastructure renewal and replacement needs and an essential part of the City's financial planning; and

WHEREAS, additional projects have been identified for inclusion in the Fiscal Year 2017-2021 Capital Improvement Program following adoption of the original program on September 20, 2016.

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

Sec. 1. THAT the amended Fiscal Year 2017-2021 Capital Improvement Program attached as Exhibit "a", is hereby adopted.

Sec. 2. THAT this amended Capital Improvement Program for Fiscal Years 2017-2021 replaces the previously approved Capital Improvement Program approved by Resolution R-16-4037.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 5 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS 21ST DAY OF MARCH 2017.

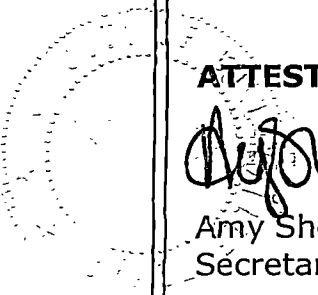
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 2, Bobby Lindamood
Place 4, Jody Short

Absent
Absent
Aye
Aye

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

Aye
Aye
Aye

ATTEST:



Amy Shelley

Amy Shelley, TRMC
Secretary

CITY OF COLLEYVILLE

Richard Newton

Richard Newton
Mayor

Exhibit "A" - Amended FY 2017-2021 CIP

	Total Project Cost	Capital Projects Fund	CEDC (Parks, Trails & Libraries)	County Funding	Drainage Fund	Perimeter Street Fees	Impact Fees - Area II (West of 26)	TIF	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Other: City Funding	Total Funding	Non Funded
2017														
Civil Improvements at Public Works Service Center Site - CONSTRUCTION	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$0
Glade Road (Phase 2 - Manning to Pool) - ROW	\$430,000	\$0	\$0	\$0	\$0	\$0	\$0	\$430,000	\$0	\$0	\$0	\$0	\$430,000	\$0
Glade Road (Phase 3 - Pool to Heritage) - ROW	\$190,000	\$0	\$0	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$190,000	\$0
Glade Road Maintenance Partial (Phase II) (Stafford to Jim Mitchell)	\$198,000	\$198,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$198,000	\$0
Glade Road Maintenance Partial (Phase IV) Asphalt Rehab (Western City Limits to Bransford Road)	\$142,000	\$142,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$142,000	\$0
Hunter Lane - Rehabilitation	\$160,000	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$0
John McCain Rehabilitation (Westcoat to Pleasant Run and Shepherds Glen to Maranatha Court) - County Project	\$1,647,222	\$591,000	\$0	\$394,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$662,222	\$1,647,222	\$0
L. D. Lockett (Predinct Line Road to Westcoat Drive) - Rehabilitation	\$725,000	\$725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000	\$0
McDonwell School Road and Westcoat Drive Roundabout - Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0
Pleasant Run (Shelton to John McCain) - Rehabilitation (Companion to Water Project 11/Partial and Wastewater Project 3/Partial)	\$4,300,000	\$2,743,300	\$300,000	\$0	\$0	\$0	\$0	\$186,000	\$0	\$1,070,700	\$0	\$0	\$4,300,000	\$0
Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$162,000	\$162,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$162,000	\$0
UPS Battery Backup Replacement at Justice Center	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$85,000	\$0
Water Project 10: Apple Valley Subdivision/Rustic Oaks Subdivisions/ Bills Lane Water Lines - DESIGN	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$70,000	\$0
Water Project 11: Partial (John McCain 12" Water Line Replacement)	\$446,000	\$0	\$0	\$0	\$0	\$0	\$0	\$446,000	\$0	\$0	\$0	\$0	\$446,000	\$0
Water Project 8: Pressure Relief and Flow Control Valves and Associated Piping to Regulate Flow Between High and Low Pressure Planes (John McCain/Bandit	\$42,500	\$0	\$0	\$0	\$0	\$0	\$0	\$42,500	\$0	\$0	\$0	\$0	\$42,500	\$0
WW Project 3 (Partial): Replacement of 6" and 8" Pipelines on Manning Drive and in the Vicinity of Pleasant Run Road and McDonwell School Road - DESIGN	\$27,000	\$0	\$0	\$0	\$0	\$0	\$0	\$27,000	\$0	\$0	\$0	\$0	\$27,000	\$0
WW Project 4: Remington Park and Clairemont Subdivisions Sewer Line Replacements to Improve Flow - DESIGN	\$33,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000	\$0	\$0	\$0	\$0	\$33,000	\$0
Update Stormwater Master Plan	\$500,000	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0
Brown Trail Resurfacing	\$200,000	\$120,000	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0
	\$9,957,722	\$4,841,300	\$300,000	\$474,000	\$500,000	\$0	\$100,000	\$620,000	\$804,500	\$0	\$1,070,700	\$1,247,222	\$9,957,722	\$0
2018														
Black Drive - Rehabilitation (Companion Project to Water Project #10)	\$174,987	\$174,987	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174,987	\$0
Cheek-Sparger Road (San Bar to Brown Trail) - DESIGN and ROW Acquisition	\$313,000	\$313,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$313,000	\$0
Glade Road (Phase 2 - Manning to Pool) - Reconstruction	\$5,484,000	\$0	\$0	\$0	\$0	\$342,897	\$0	\$4,724,103	\$0	\$0	\$417,000	\$0	\$5,484,000	\$0
L. D. Lockett (Westcoat Drive to Pleasant Run) - Rehabilitation	\$195,000	\$195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000	\$0
Manning Drive Rehabilitation (County Project) - Rehabilitation (Companion Project to Wastewater Project 3)	\$300,000	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0
McDonwell School Road and Westcoat Drive Roundabout - Construction	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$0
Pleasant Run (John McCain to North City Limits) - Rehabilitation	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Remington Parkway - Rehabilitation (Companion Project to Wastewater Project #4)	\$65,000	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000	\$0
Replacement of Palladium Windows	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0
Roberts Road - RECONSTRUCTION	\$1,200,950	\$1,200,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,950	\$0
Rustic Trail - Rehabilitation (Companion Project to Water Project #10)	\$55,000	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$0
Water Project 10: Apple Valley Subdivision/Rustic Oaks Subdivisions/ Bills Lane Water Lines - CONSTRUCTION	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$550,000	\$0
Water Project 8: Install Pressure Relief and Flow Control Valves and Associated Piping to Regulate Flow Between High and Low Pressure Planes - CONSTRUCTION	\$348,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$273,000	\$0	\$0	\$0	\$0	\$348,000	\$0
WW Project 3 (Partial): Replacement of 6" and 8" Pipelines on Manning Drive and in the Vicinity of Pleasant Run Road and McDonwell School Road - CONSTRUCTION	\$141,000	\$0	\$0	\$0	\$0	\$0	\$0	\$141,000	\$0	\$0	\$0	\$0	\$141,000	\$0
WW Project 4: Remington Park and Clairemont Subdivisions Sewer Line Replacements to Improve Flow - CONSTRUCTION	\$185,000	\$0	\$0	\$0	\$0	\$0	\$0	\$185,000	\$0	\$0	\$0	\$0	\$185,000	\$0
	\$10,811,937	\$3,878,937	\$150,000	\$150,000	\$0	\$342,897	\$0	\$4,724,103	\$1,149,000	\$0	\$417,000	\$0	\$10,811,937	\$0
2019														
Bransford (Glade to LD Lockett) (County Project) - Rehabilitation	\$706,000	\$423,600	\$0	\$282,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$706,000	\$0
Brighton Oaks - Rehabilitation (Companion Project to Water Project #5)	\$460,000	\$460,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,000	\$0
Cheek-Sparger Road (San Bar to Brown Trail) - CONSTRUCTION	\$2,085,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,085,395	\$2,085,395	\$0
Glade Road (Phase 3 - Pool to Heritage) - Reconstruction	\$3,530,250	\$0	\$0	\$0	\$0	\$245,223	\$0	\$3,151,027	\$0	\$134,000	\$0	\$0	\$3,530,250	\$0
Montclair (County Project) - Rehabilitation	\$560,000	\$280,000	\$0	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$560,000	\$0
Water Project 11: Tinker Road Water Lines - DESIGN	\$123,000	\$0	\$0	\$0	\$0	\$0	\$0	\$123,000	\$0	\$0	\$0	\$0	\$123,000	\$0
Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision - CONSTRUCTION	\$1,515,100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,515,100	\$0	\$0	\$0	\$0	\$1,515,100	\$0
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - DESIGN	\$91,000	\$0	\$0	\$0	\$0	\$0	\$0	\$91,000	\$0	\$0	\$0	\$0	\$91,000	\$0
	\$9,070,745	\$1,163,600	\$0	\$562,400	\$0	\$245,223	\$0	\$3,151,027	\$1,729,100	\$134,000	\$0	\$2,085,395	\$9,070,745	\$0
2020														
County Project (TBD) - Rehabilitation	\$800,000	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0
Justice Center - Metal Roof Coating	\$167,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,200	\$167,200	\$0
Quails Path - Rehabilitation (Companion Project to Wastewater Project #5)	\$35,000	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0
Tinker (Pleasant Run to Highway 26) - Rehabilitation (Companion Project to Water Project 11)	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Water Project 11 (Partial): Tinker Road Water Lines - CONSTRUCTION	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$630,000	\$0	\$0	\$0	\$0	\$630,000	\$0
Water Project 12/Partial Woodbriar Estate Water Lines Replacement - DESIGN	\$70,020	\$0	\$0	\$0	\$0	\$0	\$0	\$70,020	\$0	\$0	\$0	\$0	\$70,020	\$0
Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - DESIGN	\$545,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$545,000	\$0	\$0	\$545,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$145,000	\$0	\$0	\$0	\$0	\$145,000	\$0
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$361,700	\$0	\$0	\$0	\$0	\$0	\$0	\$361,700	\$0	\$0	\$0	\$0	\$361,700	\$0
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - CONSTRUCTION	\$719,000	\$0	\$0	\$0	\$0	\$0	\$0	\$719,000	\$0	\$0	\$0	\$0	\$719,000	\$0
	\$3,922,920	\$885,000	\$0	\$400,000	\$0	\$0	\$0	\$1,925,720	\$0	\$945,000	\$167,200	\$0	\$3,922,920	\$0
2021														
County Project (TBD) - Rehabilitation	\$800,000	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0
Justice Center - Carpet and VCT Tile	\$88,052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,052
Justice Center - HVAC Replacement	\$237,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237,000	\$237,000	\$0

Exhibit "A" - Amended FY 2017-2021 CIP

Water Project 12/Partial Woodbriar Estate Water Lines Replacement - CONSTRUCTION	\$433,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433,000	\$0	\$0	\$0	\$433,000	\$0
Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - CONSTRUCTION	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000	\$0	\$4,500,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$745,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$745,000	\$0	\$0	\$0	\$745,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$2,768,000	\$2,768,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,768,000	\$0	\$0	\$0	\$2,768,000	\$0
Woodbriar, Quail Crest Estates - Rehabilitation (Companion Project to Water Projects #6 and 12/Portion and Wastewater Project #1)	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$0	\$0	\$0	\$1,900,000	\$0
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$11,471,062	\$3,168,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$3,078,000	\$0	\$4,500,000	\$237,000	\$11,383,000	\$88,052

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Acuff Lane - Rehabilitation	\$115,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,360
Automated Meter Reading (AMR) Advanced Metering Infrastructure (AMI) System Implementation	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Bedford Court - Rehabilitation	\$149,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,209
Bedford Road Bridge - Rehabilitation	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Bedford Road Bridge at Little Bear	\$2,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000
Behrens - Rehabilitation	\$392,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,196
Bettinger Drive- Rehabilitation	\$378,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$378,080
Beverly Drive- Rehabilitation	\$222,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,098
Bill Simmons Rd - Rehabilitation	\$269,867	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$269,867
Bluebonnet Drive - Rehabilitation	\$323,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$323,440
Bransford Creek Drainage	\$2,080,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,080,000
Brook Meadows Addition - Rehabilitation	\$404,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$404,444
Caldwell Hughes Road - Rehabilitation	\$115,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,360
Cedar Court - Rehabilitation	\$209,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$209,964
Cheek-Sparger Road (SH26 to Heritage - Less Brown to Bedford) - Rehabilitation	\$1,698,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,698,222
City Hall - Boiler Replacement	\$107,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,900
City Hall - Carpet and VCT Tile	\$102,443	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,443
City Hall Dumpster Enclosure	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
City Hall/Library - HVAC Replacement	\$300,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,300
Community Home Addition - Rehabilitation	\$262,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,222
Cocks Lane- Rehabilitation	\$61,653	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,653
Cutter Ridge Court - Rehabilitation	\$48,695	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,695
Fairway Addition - Rehabilitation	\$351,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,111
Fire Station 1 Repairs	\$102,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,954
Fire Station 2 Repairs	\$66,898	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,898
Flood Gates Upgrade	\$365,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,020
Folding Doors- Fire Station #3	\$44,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,000
Ford Drive - Rehabilitation	\$22,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,276
Four-Fold Door Installation at Fire Station #1	\$124,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124,545
Glade Road (Phase 4 - West City Limits to Bransford Road) - Reconstruction	\$4,737,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,737,000
Glade Road (Phase 4 - West City Limits to Bransford Road) - ROW Acquisition	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Glade Road Bridge at Trib LB2	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Glade Road Culverts at Bluebonnet Creek	\$536,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$536,000
Half-Johnson Fire Facility Renovation - Phase 1	\$392,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,000
Half-Johnson Fire Facility Renovation - Phase 2	\$650,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,720
Heritage Avenue at Little Bear - Drainage	\$2,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800,000
Hidden Acres Subdivision - Rehabilitation	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Highland Acres Subdivision - Rehabilitation	\$806,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$806,222
Jackson Creek Drainage Improvements	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Jackson Road Bridge	\$3,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400,000
Jackson Road Bridge - Rehabilitation	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Jo Will Street- Rehabilitation	\$186,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186,453
John McCain (Monticello Pkwy to Pleasant Run Rd) - Rehabilitation	\$151,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,111
John McCain (Williamsburg Court. to Monticello Pkwy) - Rehabilitation	\$302,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302,222
John McCain Box Culvert at White Chapel Creek West	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Leta Lane - Rehabilitation	\$179,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$179,840
Library - Carpet and VCT Tile	\$98,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,055
Library Fountain Repair	\$70,447	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,447
Lloyd Circle - Rehabilitation	\$105,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,964
Maranatha Court - Rehabilitation	\$4,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,191
McDonwell School Road - Rehabilitation	\$713,316	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$713,316
Oak Knoll Bridge	\$2,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700,000
Oak Knoll Court - Rehabilitation	\$105,618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,618
Oak Knoll Drive - Rehabilitation	\$871,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$871,236
Oak Timbers Court - Rehabilitation	\$148,836	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$148,836
Old Glade Road - Rehabilitation	\$70,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,667
Patterson Lane - Rehabilitation	\$203,218	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$203,218
Pecan Park Estates Subdivision - Rehabilitation	\$724,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$724,444
Pleasant Run Road Bridge at Big Bear	\$3,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800,000

Exhibit "A" - Amended FY 2017-2021 CIP

Plymouth Hills Addition - Rehabilitation	\$762,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$762,222
Queensbury Way Bridge - Rehabilitation	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Ross Downs Estates - Rehabilitation	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000
Saddlebrook Addition - Rehabilitation	\$667,333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667,333
Sand Oak Acres Addition - Rehabilitation	\$864,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$864,000
Service Center - Construction	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000
Shelton - Rehabilitation	\$288,293	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,293
Stafford Drive Rehabilitation	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Suellen Circle - Rehabilitation	\$44,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,373
Tara Plantation Addition - Rehabilitation	\$495,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,444
Thompson Terrace - Rehabilitation	\$167,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,378
Van Oaks Drive - Rehabilitation	\$126,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$126,720
Waller Lane - Rehabilitation	\$81,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,600
Water Project 12: Woodbriar Estates Water Lines - DESIGN	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Water Project 12: Woodbriar Estates Water Lines - CONSTRUCTION	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Water Project 13: Glade (Oak to Martin) and Gateway/121 Water Lines/Fire Flow Improvements - CONSTRUCTION	\$1,426,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,426,000
Water Project 13: Glade (Oak to Martin) and Gateway/121 Water Lines/Fire Flow Improvements - DESIGN	\$214,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214,000
Water Project 14: Northwest Area Flow Improvements in High Pressure Plane - CONSTRUCTION	\$1,470,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,470,000
Water Project 14: Northwest Area Flow Improvements in High Pressure Plane - DESIGN	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000
Water Project 15: Rustic Oaks and Oak Crest Hills Subdivision Fire Flow Improvements - DESIGN/CONSTRUCTION	\$5,389,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,389,000
Water Project 16: Highland Acres Water Line and Fire Flow Improvements - DESIGN/CONSTRUCTION	\$2,264,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,264,000
Water Project 17: Northwest Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$1,404,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,404,000
Water Project 18: Northern Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$8,158,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,158,000
Water Project 19: Southern Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$4,094,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,094,000
Water Project 20: Cheek-Sparger (Buckingham to Martin) Water Line Replacement - DESIGN/CONSTRUCTION	\$1,477,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,477,000
Water Project 21: Pool Road Water Line Velocity Adjustment (and Summertree and Hall-Johnson/Meadowhill Areas) - DESIGN/CONSTRUCTION	\$646,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$646,000
Water Project 22: Cotton Belt Trail to Pleasant Run Road Water Line Implementation - DESIGN/CONSTRUCTION	\$1,225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,225,000
Water Project 23: Low Plain Lines to Provide Looping - DESIGN/CONSTRUCTION	\$1,827,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,827,000
Water Project 24: Southwest Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$2,567,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,567,000
Water Project 25: Cheshire/Dorset Joint Replacements - DESIGN/CONSTRUCTION	\$1,211,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,211,000
Water Project 26: Bandit/John McCain Decommissioning of 6" and Connect 12" - DESIGN/CONSTRUCTION	\$176,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$176,000
Water Project 27: Colleyville Boulevard Water Line Upsizing - DESIGN/CONSTRUCTION	\$4,570,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,570,000
Wayne Drive - Rehabilitation	\$160,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,276
Woodland Hills Subdivision - Rehabilitation	\$1,295,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,295,667
WW Project 10: Rehab Category 2 Manholes (Phase 1) - DESIGN/CONSTRUCTION	\$710,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$710,000
WW Project 11: Remaining Manhole Assessment Program - DESIGN/CONSTRUCTION	\$277,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$277,000
WW Project 12: Rehab Priority 1 Manholes Identified in Assessment Program - DESIGN/CONSTRUCTION	\$415,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415,000
WW Project 13: Highland/Pool/Summertree Sewer Line Replacement - DESIGN/CONSTRUCTION	\$1,407,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,407,000
WW Project 14: Sewer Line Renewal Program, Phase 3 - DESIGN/CONSTRUCTION	\$3,304,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,304,000
WW Project 15: Brook Meadows Sewer Line Improvements - DESIGN/CONSTRUCTION	\$758,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$758,000
WW Project 16: Rehab Priority 2 Manholes Identified in Assessment Program - DESIGN/CONSTRUCTION	\$1,416,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,416,000
WW Project 17: Sewer Line Renewal Program, Phase 4 - DESIGN/CONSTRUCTION	\$3,946,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,946,000
WW Project 6: Emerald Park Sewer Line Replacement - DESIGN/CONSTRUCTION	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
WW Project 7: Saddlebrook Addition Sewer Line Replacement - DESIGN/CONSTRUCTION	\$790,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$790,000
WW Project 8: Glade/Camelot Sewer Line and Manhole Replacement - DESIGN/CONSTRUCTION	\$412,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$412,000
WW Project 9: Sewer Line Renewal Program, Phase 2 - DESIGN/CONSTRUCTION	\$2,936,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,936,000
	\$114,798,123	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114,798,123
	\$160,032,499	\$13,936,837	\$450,000	\$1,986,400	\$500,000	\$588,120	\$100,000	\$8,495,130	\$8,686,320	\$134,000	\$6,532,700	\$3,736,817	\$45,146,324	\$114,886,175	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2018-374177

Date Filed:
06/28/2018

Date Acknowledged:
06/28/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ENG2018-003
PSA Stormwater Master Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Peed, Brooks	Dallas, TX United States	X	
	Schiller, Mike	Dallas, TX United States	X	
	Wilson, Mark	Dallas, TX United States	X	
	Atz, John	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2018-374177

Date Filed:
06/28/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ENG2018-003
PSA Stormwater Master Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Peed, Brooks	Dallas, TX United States	X	
	Schiller, Mike	Dallas, TX United States	X	
	Wilson, Mark	Dallas, TX United States	X	
	Atz, John	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

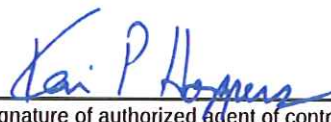
6 UNSWORN DECLARATION

My name is Kevin Hoppers, and my date of birth is 03/12/1975.

My address is 13455 Noel Road, Suite 700, Dallas, TX, 75240, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 28 day of June, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

6/28/2018

1 Name of vendor who has a business relationship with local governmental entity.

Kimley-Horn and Associates, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

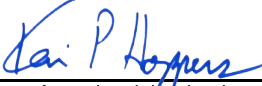
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

6-27-2018

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e
Type Resolution
Department Engineering

Agenda Date 07/17/2018

Number Resolution R-18-4285

Title

Approval of a construction contract with Old Castle Materials Texas, Inc. dba TexasBit for the 2018 Asphalt Pavement Improvement Project, in an amount not to exceed \$864,890.42, and authorizing the City Manager to execute the contract

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

On September 20, 2016, the City Council approved Resolution R-16-4037, approving the fiscal year 2017-2021 Capital Improvement Program (CIP) including the rehabilitation of John McCain Road. On November 7, 2017, the City Council approved Resolution R-17-4198, amending the Fiscal Year 2018-2022 Capital Improvement Program (CIP), including the funding for the rehabilitation of L.D. Lockett Road and the Local Street Maintenance Program, which includes Thompson Terrace and Oak Timbers Court.

Staff has prepared an asphalt pavement improvement project for the rehabilitation of L.D. Lockett Road, John McCain Road, Thompson Terrace, Oak Timbers Court, and miscellaneous repairs as needed for Fiscal Year 2018.

Public notification of the invitation for bids was advertised in the Fort Worth Star-Telegram on May 20 and 27, June 3, 10 and 17, 2018. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 60 plan holders, of which 26 were general contractors, 12 sub-contractors, five suppliers, two engineers, three government agencies, four plan rooms, and eight other.

The City received nine sealed bids, which were opened and publicly read aloud on July 7, 2018.

Financial Impact

Funding for the 2018 Asphalt Pavement Improvement Project is allocated in the

Capital Projects Fund.

Form 1295 - Contractor Exempt

Recommendation

Approve

Attachments

1. Bid Tabs 2018 HMAC
2. 2018 HMAC Contract
3. TexasBit CIQ Form
4. TexasBit Form 1295 exempt letter Feb 2018
5. Resolution R-16-4037
6. Resolution R-17-4198

BIDS				Texas Bit		Anderson Asphalt & Concrete		Advanced Paving Company		Pavecon		Peachtree Construction	
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonds	LS	1	\$ 12,727.40	\$ 12,727.40	\$ 23,000.00	\$ 23,000.00	\$ 50,000.00	\$ 50,000.00	\$ 67,950.00	\$ 67,950.00	\$ 50,000.00	\$ 50,000.00
2	Detours and Barricades	LS	1	\$ 32,777.78	\$ 32,777.78	\$ 41,500.00	\$ 41,500.00	\$ 20,000.00	\$ 20,000.00	\$ 28,000.00	\$ 28,000.00	\$ 7,500.00	\$ 7,500.00
3	Asphalt Milling (2")	SY	45,000	\$ 1.94	\$ 87,300.00	\$ 1.90	\$ 85,500.00	\$ 2.05	\$ 92,250.00	\$ 2.10	\$ 94,500.00	\$ 2.25	\$ 101,250.00
4	Asphalt Milling (4")	SY	700	\$ 3.18	\$ 2,226.00	\$ 7.00	\$ 4,900.00	\$ 6.60	\$ 4,620.00	\$ 3.35	\$ 2,345.00	\$ 7.15	\$ 5,005.00
4A	Removal of existing subgrade (4")	SY	700	\$ 3.18	\$ 2,226.00	\$ 6.10	\$ 4,270.00	\$ 16.80	\$ 11,760.00	\$ 4.80	\$ 3,360.00	\$ 9.25	\$ 6,475.00
5	Type "D" HMAC Overlay (2")	SY	54,000	\$ 8.73	\$ 471,420.00	\$ 9.70	\$ 523,800.00	\$ 8.41	\$ 454,140.00	\$ 8.95	\$ 483,300.00	\$ 10.10	\$ 545,400.00
6	Type "B" HMAC Overlay (6")	SY	700	\$ 36.30	\$ 25,410.00	\$ 28.80	\$ 20,160.00	\$ 31.00	\$ 21,700.00	\$ 30.75	\$ 21,525.00	\$ 34.00	\$ 23,800.00
7	Vertical adjustment of manhole lids	EA	4	\$ 1,111.11	\$ 4,444.44	\$ 1,650.00	\$ 6,600.00	\$ 800.00	\$ 3,200.00	\$ 1,270.00	\$ 5,080.00	\$ 500.00	\$ 2,000.00
8	Vertical adjustment of water valve/cleanout	EA	10	\$ 555.56	\$ 5,555.60	\$ 680.00	\$ 6,800.00	\$ 400.00	\$ 4,000.00	\$ 635.00	\$ 6,350.00	\$ 450.00	\$ 4,500.00
9	Base Failure Repairs	TN	880	\$ 166.79	\$ 146,775.20	\$ 98.00	\$ 86,240.00	\$ 161.00	\$ 141,680.00	\$ 130.50	\$ 114,840.00	\$ 130.00	\$ 114,400.00
10	Solid Line - White (4")	LF	32,350	\$ 0.36	\$ 11,646.00	\$ 0.36	\$ 11,646.00	\$ 0.37	\$ 11,969.50	\$ 0.75	\$ 24,262.50	\$ 1.10	\$ 35,585.00
11	Solid Line - Yellow (4")	LF	32,350	\$ 0.36	\$ 11,646.00	\$ 0.36	\$ 11,646.00	\$ 0.37	\$ 11,969.50	\$ 0.75	\$ 24,262.50	\$ 1.10	\$ 35,585.00
12	Solid Line - White (12")	LF	25	\$ 6.11	\$ 152.75	\$ 6.00	\$ 150.00	\$ 6.10	\$ 152.50	\$ 4.25	\$ 106.25	\$ 3.30	\$ 82.50
13	Solid Line - Yellow (12")	LF	50	\$ 6.11	\$ 305.50	\$ 6.00	\$ 300.00	\$ 6.10	\$ 305.00	\$ 4.25	\$ 212.50	\$ 3.30	\$ 165.00
14	Reflective Pavement Marker Type II-A-A	EA	25	\$ 11.11	\$ 277.75	\$ 11.00	\$ 275.00	\$ 12.00	\$ 300.00	\$ 4.00	\$ 100.00	\$ 4.40	\$ 110.00
15	Construction Contingency	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
	Totals:				\$ 864,890.42		\$ 876,787.00		\$ 878,046.50		\$ 926,193.75		\$ 981,857.50

BIDS				JLB Contracting, LLC		SPI Asphalt, LLC		Reynolds Asphalt & Construction		Reyes Group	
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonds	LS	1	\$ 76,000.00	\$ 76,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,200.00	\$ 20,200.00	\$ 42,000.00	\$ 42,000.00
2	Detours and Barricades	LS	1	\$ 41,680.00	\$ 41,680.00	\$ 10,000.00	\$ 10,000.00	\$ 42,885.00	\$ 42,885.00	\$ 22,000.00	\$ 22,000.00
3	Asphalt Milling (2")	SY	45,000	\$ 2.25	\$ 101,250.00	\$ 4.31	\$ 193,950.00	\$ 2.35	\$ 105,750.00	\$ 2.70	\$ 121,500.00
4	Asphalt Milling (4")	SY	700	\$ 3.95	\$ 2,765.00	\$ 9.70	\$ 6,790.00	\$ 4.55	\$ 3,185.00	\$ 6.90	\$ 4,830.00
4A	Removal of existing subgrade (4")	SY	700	\$ 3.15	\$ 2,205.00	\$ 7.14	\$ 4,998.00	\$ 6.05	\$ 4,235.00	\$ 3.75	\$ 2,625.00
5	Type "D" HMAC Overlay (2")	SY	54,000	\$ 10.33	\$ 557,820.00	\$ 11.48	\$ 619,920.00	\$ 10.30	\$ 556,200.00	\$ 12.50	\$ 675,000.00
6	Type "B" HMAC Overlay (6")	SY	700	\$ 11.11	\$ 7,777.00	\$ 19.20	\$ 13,440.00	\$ 32.30	\$ 22,610.00	\$ 43.00	\$ 30,100.00
7	Vertical adjustment of manhole lids	EA	4	\$ 845.00	\$ 3,380.00	\$ 400.00	\$ 1,600.00	\$ 2,340.00	\$ 9,360.00	\$ 1,320.00	\$ 5,280.00
8	Vertical adjustment of water valve/cleanout	EA	10	\$ 499.00	\$ 4,990.00	\$ 400.00	\$ 4,000.00	\$ 944.00	\$ 9,440.00	\$ 545.00	\$ 5,450.00
9	Base Failure Repairs	TN	880	\$ 115.90	\$ 101,992.00	\$ 70.45	\$ 62,000.00	\$ 202.35	\$ 178,068.00	\$ 105.00	\$ 92,400.00
10	Solid Line - White (4")	LF	32,350	\$ 1.25	\$ 40,437.50	\$ 0.67	\$ 21,674.50	\$ 1.15	\$ 37,202.50	\$ 0.45	\$ 14,557.50
11	Solid Line - Yellow (4")	LF	32,350	\$ 1.25	\$ 40,437.50	\$ 0.67	\$ 21,674.50	\$ 1.15	\$ 37,202.50	\$ 0.45	\$ 14,557.50
12	Solid Line - White (12")	LF	25	\$ 3.75	\$ 93.75	\$ 20.00	\$ 500.00	\$ 4.75	\$ 118.75	\$ 7.60	\$ 190.00
13	Solid Line - Yellow (12")	LF	50	\$ 3.75	\$ 187.50	\$ 20.00	\$ 1,000.00	\$ 7.15	\$ 357.50	\$ 7.60	\$ 380.00
14	Reflective Pavement Marker Type II-A-A	EA	25	\$ 5.00	\$ 125.00	\$ 92.58	\$ 2,314.50	\$ 11.90	\$ 297.50	\$ 14.00	\$ 350.00
15	Construction Contingency	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
	Totals:				\$ 1,031,140.25		\$ 1,053,861.50		\$ 1,077,111.75		\$ 1,081,220.00

*

Unit price calculated based on total bid

CONSTRUCTION SERVICES AGREEMENT

Asphalt Pavement Improvement Project (2018)

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between Oldcastle Materials Texas, Inc. dba TexasBit, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary professional services, labor, equipment and supplies related to paving work to be performed in conjunction with the 2018 Asphalt Pavement Improvement Project ("the Project"), such services being more fully described herein and pursuant to the specifications provided in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by CITY, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

- A. This Agreement is a part of the Contract Documents, which include:
- 1) This Agreement, including all exhibits and addenda hereto;
 - 2) CITY'S Specifications and Contract Documents for the Project ("Bid Packet");
 - 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
 - 4) Properly authorized change orders;
 - 5) The CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
 - 6) Any other materials distributed by the CITY that relate to the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR. CITY'S estimated annual requirement for CONTRACTOR'S services under this Agreement is Eight Hundred Sixty-Four Thousand Eight Hundred Ninety Dollars and Forty-Two Cents (\$864,890.42). CITY may, at its sole discretion, increase or decrease the actual requirement for any term under this Agreement. CONTRACTOR shall only be compensated for actual services performed under this Agreement in accordance with the unit price schedule and payment terms set forth in the Contract Documents. Payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against

CITY, or the CITY's premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY's requirements. In addition to all other project time lines issued to the CONTRACTOR by the CITY, CONTRACTOR agrees to strictly comply with the completion schedule, each beginning on the day following the City's issuance of a written notice to proceed:

- (1) CONTRACTOR agrees to fully complete the work on LD Lockett within 20 calendar days.
- (2) CONTRACTOR agrees to fully complete the work on John McCain within 15 calendar days.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of

same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. Liquidated Damages. The CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract's total compensation an amount equal to \$1,000.00 per day.

E. Abandonment by Contractor. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the CITY, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

- (1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, written ten (10) days after service of such notice, then the CITY may provide for completion of the work in either of the following elective manners:
 - a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
 - b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the

CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by CITY.

Section 9. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B.. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against

CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. CONTRACTOR shall provide written notice to CITY of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

Section 11. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

A. In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

B. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

C. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 19. Independent Contractor

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner

of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

AGREED AND SIGNED this ____ day of _____, 2018.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt City Attorney
(WLW:5.17.2018:99199v2)

AGREED AND SIGNED this _____ day of _____, 2018.

CONTRACTOR

By: _____

Name: _____

Title: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

7/6/2018

1 Name of vendor who has a business relationship with local governmental entity.

Oldcastle Materials Texas, Inc. dba TexasBit

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

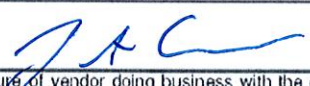
No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

There is no relationship with any government officer

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

July 6, 2018

Date

James A. Connor, Estimating Manager

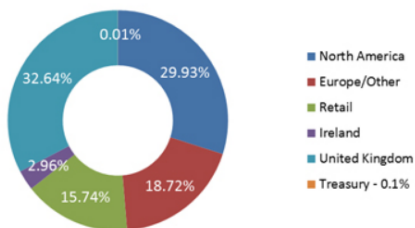
February 2, 2018

RE: 2018 Changes to Form 1295

Beginning January 1, 2018 changes took effect concerning Form 1295. According to these changes a publicly traded business entity, including a wholly owned subsidiary of the business entity is exempt from the Form 1295 filing requirement.

TexasBit is a part of the Oldcastle family of companies that are wholly owned by CRH plc headquartered in Ireland.

Shareholdings as at 31 Dec 16



Ownership of Ordinary Shares

Geographic location*	Number of shares held '000	% of total
North America	249,205	29.92%
United Kingdom	271,839	32.64%
Europe/Other	155,877	18.72%
Retail	131,103	15.74%
Ireland	24,675	2.96%
Treasury	83	0.01%
	832,782	100.00%

*This represents a best estimate of the number of shares controlled by fund managers resident in the geographic regions indicated. Private shareholders are classified as retail above.

CRH (LSE: CRH, ISE: CRG, NYSE: CRH) is a leading global diversified building materials group, employing 87,000 people at 3,800 operating locations in 31 countries worldwide.

A Fortune 500 company, CRH is a constituent member of the FTSE 100 index, the EURO STOXX 50 index and the ISEQ 20.

CRH's American Depositary Shares are listed on the NYSE.

If you need further assistance please contact Mary Loveless at 469-862-2743.

Best regards,

Chris Michael
Vice President & General Manager
TexasBit, an Oldcastle company

RESOLUTION R-16-4037

A RESOLUTION ADOPTING A COMPREHENSIVE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2017- 2021 FOR THE CITY OF COLLEYVILLE, TEXAS

WHEREAS, planning for capital expenditures is an essential function of local government; and

WHEREAS, a multi-year capital improvement program is an important communication tool for residents and businesses; and

WHEREAS, a multi-year capital improvement program is a valuable tool in addressing infrastructure renewal and replacement needs, and an essential part of the City's financial planning.

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

- Sec. 1. THAT the Fiscal Year 2017-2021 Capital Improvement Program attached as Exhibit "A", is hereby adopted.
- Sec. 2. THAT the Capital Improvement Program will be reviewed and updated on an annual basis, or as otherwise necessary.
- Sec. 3. THAT changes to the Capital Improvement Program will require approval of the City Council.
- Sec 4. THAT this Capital Improvement Program for Fiscal Years 2017-2021 replaces any previously approved Capital Improvement Programs for those years reflected in each.

AND IT IS SO RESOLVED.

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

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

Aye
Aye
Aye
Absent

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

Aye
Aye
Aye

ATTEST:

A handwritten signature in black ink, appearing to read 'Amy Shelley', written over the printed name.

Amy Shelley, TRMC
Secretary

CITY OF COLLEYVILLE

A handwritten signature in black ink, appearing to read 'Richard Newton', written over the printed name.

Richard Newton
Mayor

Exhibit "A"

2017

Civil Improvements at Public Works Service Center Site - CONSTRUCTION	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$0
Glade Road (Phase 2 - Manning to Pool) - ROW	\$430,000	\$0	\$0	\$0	\$0	\$0	\$0	\$430,000	\$0	\$0	\$0	\$0	\$430,000	\$0
Glade Road (Phase 3 - Pool to Heritage) - ROW	\$190,000	\$0	\$0	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$190,000	\$0
Glade Road Maintenance Partial (Phase II) (Stafford to Jim Mitchell)	\$198,000	\$198,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$198,000	\$0
Glade Road Maintenance Partial (Phase IV) Asphalt Rehab (Western City Limits to Bransford Rd)	\$142,000	\$142,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$142,000	\$0
Hunter Lane - Rehabilitation	\$160,000	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$0
John McCain Rehabilitation (Westcoat to Pleasant Run and Shepherds Glen to Maranatha Court) - County Project	\$1,647,222	\$591,000	\$0	\$394,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$662,222 *	\$1,647,222	\$0
L. D. Lockett (Precinct Line Road to Westcoat Drive) - Rehabilitation	\$725,000	\$725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000	\$0
McDonwell School Road and Westcoat Drive Roundabout - DESIGN	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0
Pleasant Run (Shelton to John McCain) - Rehabilitation (Companion to Water Project 11/Partial and WW Project 3/Partial)	\$4,300,000	\$2,743,300	\$300,000	\$0	\$0	\$0	\$0	\$0	\$186,000	\$0	\$1,070,700	\$0	\$4,300,000	\$0
Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$162,000	\$162,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$162,000	\$0
UPS Battery Backup Replacement at Justice Center	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$85,000	\$0
Water Project 10: Apple Valley Subd./Rustic Oaks Subd./ Bills Lane Water Lines - DESIGN	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$70,000	\$0
Water Project 11: Partial (John McCain Water Line Upsizing)	\$446,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$446,000	\$0	\$0	\$0	\$446,000	\$0
Water Project 8: Pressure Relief and Flow Control Valves and Piping (John McCain/Bandit Trail Vicinity) - DESIGN	\$42,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,500	\$0	\$0	\$0	\$42,500	\$0
WW Project 3 (Partial): Replace 6" and 8" Pipelines (Manning Dr/Vicinity of Pleasant Run Rd and McDonwell School Rd) - DESIGN	\$27,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,000	\$0	\$0	\$0	\$27,000	\$0
WW Project 4: Remington Park and Clairemont Subdivisions Sewer Line Replacements to Improve Flow - DESIGN	\$33,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000	\$0	\$0	\$0	\$33,000	\$0

\$9,257,722	\$4,721,300	\$300,000	\$394,000	\$0	\$0	\$100,000	\$620,000	\$804,500	\$0	\$1,070,700	\$1,247,222	\$9,257,722	\$0
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2018

*Prior approved funding														
Black Drive - Rehabilitation (Companion Project to Water Project #10)	\$174,987	\$174,987	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174,987	\$0
Cheek-Sparger Road (San Bar to Brown Trail) - DESIGN and ROW Acquisition	\$313,000	\$313,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$313,000	\$0
Glade Road (Phase 2 - Manning to Pool) - RECONSTRUCTION	\$5,484,000	\$0	\$0	\$0	\$0	\$342,897	\$0	\$4,724,103	\$0	\$0	\$417,000	\$0	\$5,484,000	\$0
L. D. Lockett (Westcoat Drive to Pleasant Run) - Rehabilitation	\$195,000	\$195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000	\$0
Manning Drive Rehabilitation (County Project) - Rehabilitation (Companion Project to Wastewater Project 3)	\$300,000	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0
McDonwell School Road and Westcoat Drive Roundabout - Construction	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$0
Pleasant Run (John McCain to North City Limits) - Rehabilitation	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Remington Parkway - Rehabilitation (Companion Project to Wastewater Project #4)	\$65,000	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000	\$0
Replacement of Palladium Windows	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0
Roberts Road - RECONSTRUCTION	\$1,200,950	\$1,200,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,950	\$0
Rustic Trail - Rehabilitation (Companion Project to Water Project #10)	\$55,000	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$0
Water Project 10: Apple Valley Subdivision/Rustic Oaks Subdivisions/ Bills Lane Water Lines - CONSTRUCTION	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0	\$550,000	\$0
Water Project 8: Install Pressure Relief and Flow Control Valves and Associated Piping - CONSTRUCTION	\$348,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$273,000	\$0	\$0	\$0	\$348,000	\$0
WW Project 3 (Partial): Replace 6" and 8" Pipelines on Manning Drive/Vicinity of Pleasant Run and McDonwell - CONSTRUCTION	\$141,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141,000	\$0	\$0	\$0	\$141,000	\$0
WW Project 4: Remington Park and Clairemont Subdivisions Sewer Line Replacements to Improve Flow - CONSTRUCTION	\$185,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$185,000	\$0	\$0	\$0	\$185,000	\$0

\$10,811,937	\$3,878,937	\$150,000	\$150,000	\$0	\$342,897	\$0	\$4,724,103	\$1,149,000	\$0	\$417,000	\$0	\$10,811,937	\$0
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2019

Bransford (Glade to LD Lockett) (County Project) - Rehabilitation	\$706,000	\$423,600	\$0	\$282,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$706,000	\$0
Brighton Oaks - Rehabilitation (Companion Project to Water Project #5)	\$460,000	\$460,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,000	\$0
Cheek-Sparger Road (San Bar to Brown Trail) - CONSTRUCTION	\$2,085,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,085,395	\$2,085,395	\$0
Glade Road (Phase 3 - Pool to Heritage) - ReCONSTRUCTION	\$3,530,250	\$0	\$0	\$0	\$0	\$245,223	\$0	\$3,151,027	\$0	\$134,000	\$0	\$0	\$3,530,250	\$0
Montclair (County Project) - Rehabilitation	\$560,000	\$280,000	\$0	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$560,000	\$0
Update Stormwater Master Plan	\$500,000	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0
Water Project 11: Tinker Road Water Lines - DESIGN	\$123,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$123,000	\$0	\$0	\$0	\$123,000	\$0
Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision - CONSTRUCTION	\$1,515,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,515,100	\$0	\$0	\$0	\$1,515,100	\$0
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - DESIGN	\$91,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$91,000	\$0	\$0	\$0	\$91,000	\$0

\$9,570,745	\$1,163,600	\$0	\$562,400	\$500,000	\$245,223	\$0	\$3,151,027	\$1,729,100	\$134,000	\$0	\$2,085,395	\$9,570,745	\$0
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2020

County Project (TBD) - Rehabilitation	\$800,000	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0
Justice Center - Metal Roof Coating	\$167,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,200	\$167,200	\$0
Quails Path - Rehabilitation (Companion Project to Wastewater Project #5)	\$35,000	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0
Tinker (Pleasant Run to Highway 26) - Rehabilitation (Companion Project to Water Project 11)	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Water Project 11 (Partial): Tinker Road Water Lines - CONSTRUCTION	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$630,000	\$0	\$0	\$0	\$630,000	\$0
Water Project 12/Partial Woodbriar Estate Water Lines Replacement - DESIGN	\$70,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,020	\$0	\$0	\$0	\$70,020	\$0
Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - DESIGN	\$545,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$545,000	\$0	\$545,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$145,000	\$0	\$0	\$0	\$145,000	\$0
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$361,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$361,700	\$0	\$0	\$0	\$361,700	\$0
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - CONSTRUCTION	\$719,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$719,000	\$0	\$0	\$0	\$719,000	\$0

\$3,922,920	\$885,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$1,925,720	\$0	\$545,000	\$167,200	\$3,922,920	\$0
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Exhibit "A"

2021

Justice Center - HVAC Replacement	\$237,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237,000	\$237,000	\$0
Justice Center- Carpet & VCT Tile Replacement	\$88,052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,052	\$88,052	\$0
County Project (TBD) - Rehabilitation	\$800,000	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0
Water Project 12/Partial Woodbriar Estate Water Lines Replacement - CONSTRUCTION	\$433,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433,000	\$0	\$0	\$0	\$433,000	\$0
Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - CONSTRUCTION	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000	\$0	\$4,500,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$745,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$745,000	\$0	\$0	\$0	\$745,000	\$0
Woodbriar, Quail Crest Estates - Rehabilitation (Companion Project to Water Projects #6 and 12/Portion and WW Project #1)	\$2,768,000	\$2,768,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,768,000	\$0
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$0	\$0	\$0	\$1,900,000	\$0
	\$11,471,052	\$3,168,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$3,078,000	\$0	\$4,500,000	\$325,052	\$11,471,052	\$0
	\$45,034,376	\$13,816,837	\$450,000	\$1,906,400	\$500,000	\$588,120	\$100,000	\$8,495,130	\$8,686,320	\$134,000	\$6,532,700	\$3,824,869	\$45,034,376	\$0

UNFUNDED

Acuff Lane - Rehabilitation	\$115,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,360
Automated Meter Reading (AMR) Advanced Metering Infrastructure (AMI) System Implementation	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Bedford Court - Rehabilitation	\$149,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,209
Bedford Road Bridge - Rehabilitation	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Bedford Road Bridge at Little Bear	\$2,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000
Behrens - Rehabilitation	\$392,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,196
Bettinger Drive- Rehabilitation	\$378,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$378,080
Beverly Drive- Rehabilitation	\$222,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,098
Bill Simmons Rd - Rehabilitation	\$269,867	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$269,867
Bluebonnet Drive - Rehabilitation	\$323,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$323,440
Bransford Creek Drainage	\$2,080,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,080,000
Brook Meadows Addition - Rehabilitation	\$404,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$404,444
Caldwell Hughes Road - Rehabilitation	\$115,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,360
Cedar Court - Rehabilitation	\$209,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$209,964
Cheek-Sparger Road (SH26 to Heritage - Less Brown to Bedford) - Rehabilitation	\$1,698,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,698,222
City Hall - Boiler Replacement	\$107,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,900
City Hall - Carpet and VCT Tile	\$102,443	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,443
City Hall Dumpster Enclosure	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
City Hall/Library - HVAC Replacement	\$300,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,300
Community Home Addition - Rehabilitation	\$262,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,222
Cooks Lane- Rehabilitation	\$61,653	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,653
Cutter Ridge Court - Rehabilitation	\$48,695	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,695
Fairway Addition - Rehabilitation	\$351,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,111
Fire Station 1 Repairs	\$102,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,954
Fire Station 2 Repairs	\$66,898	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,898
Flood Gates Upgrade	\$365,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,020
Folding Doors- Fire Station #3	\$44,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,000
Ford Drive - Rehabilitation	\$22,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,276
Four-Fold Door Installation at Fire Station #1	\$124,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124,545
Glade Road (Phase 4 - West City Limits to Bransford Road) - ReCONSTRUCTION	\$4,737,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,737,000
Glade Road (Phase 4 - West City Limits to Bransford Road) - ROW Acquisition	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Glade Road Bridge at Trib LB2	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Glade Road Culverts at Bluebonnet Creek	\$536,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$536,000
Hall-Johnson Fire Facility Renovation - Phase 1	\$392,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,000
Hall-Johnson Fire Facility Renovation - Phase 2	\$650,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,720
Heritage Avenue at Little Bear - Drainage	\$2,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800,000
Hidden Acres Subdivision - Rehabilitation	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Highland Acres Subdivision - Rehabilitation	\$806,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$806,222
Jackson Creek Drainage Improvements	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Jackson Road Bridge	\$3,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400,000
Jackson Road Bridge - Rehabilitation	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Jo Will Street- Rehabilitation	\$186,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186,453
John McCain (Monticello Pkwy to Pleasant Run Rd) - Rehabilitation	\$151,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,111
John McCain (Williamsburg Court. to Monticello Pkwy) - Rehabilitation	\$302,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302,222
John McCain Box Culvert at White Chapel Creek West	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Leta Lane - Rehabilitation	\$179,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$179,840
Library - Carpet and VCT Tile	\$98,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,055
Library Fountain Repair	\$70,447	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,447
Lloyd Circle - Rehabilitation	\$105,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,964
Maranatha Court - Rehabilitation	\$4,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,191
McDonwell School Road - Rehabilitation	\$713,316	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$713,316
Oak Knoll Bridge	\$2,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700,000
Oak Knoll Court - Rehabilitation	\$105,618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,618

Exhibit "A"

Oak Knoll Drive - Rehabilitation	\$871,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$871,236
Oak Timbers Court - Rehabilitation	\$148,836	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$148,836
Old Glade Road - Rehabilitation	\$70,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,667
Patterson Lane - Rehabilitation	\$203,218	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$203,218
Pecan Park Estates Subdivision - Rehabilitation	\$724,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$724,444
Pleasant Run Road Bridge at Big Bear	\$3,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800,000
Plymouth Hills Addition - Rehabilitation	\$762,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$762,222
Queensbury Way Bridge - Rehabilitation	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Ross Downs Estates - Rehabilitation	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000
Saddlebrook Addition - Rehabilitation	\$667,333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667,333
Sand Oak Acres Addition - Rehabilitation	\$864,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$864,000
Service Center - Construction	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000
Shelton - Rehabilitation	\$288,293	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,293
Stafford Road - Rehabilitation	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Suellen Circle - Rehabilitation	\$44,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,373
Tara Plantation Addition - Rehabilitation	\$495,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,444
Thompson Terrace - Rehabilitation	\$167,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,378
Van Oaks Drive - Rehabilitation	\$126,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$126,720
Waller Lane - Rehabilitation	\$81,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,600
Water Project 12: Woodbriar Estates Water Lines - DESIGN	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Water Project 12: Woodbriar Estates Water Lines - CONSTRUCTION	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Water Project 13: Glade (Oak to Martin) and Gateway/121 Water Lines/Fire Flow Improvements - CONSTRUCTION	\$1,426,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,426,000
Water Project 13: Glade (Oak to Martin) and Gateway/121 Water Lines/Fire Flow Improvements - DESIGN	\$214,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214,000
Water Project 14: Northwest Area Flow Improvements in High Pressure Plane - CONSTRUCTION	\$1,470,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,470,000
Water Project 14: Northwest Area Flow Improvements in High Pressure Plane - DESIGN	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000
Water Project 15: Rustic Oaks and Oak Crest Hills Subdivision Fire Flow Improvements - DESIGN/CONSTRUCTION	\$5,389,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,389,000
Water Project 16: Highland Acres Water Line and Fire Flow Improvements - DESIGN/CONSTRUCTION	\$2,264,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,264,000
Water Project 17: Northwest Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$1,404,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,404,000
Water Project 18: Northern Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$8,158,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,158,000
Water Project 19: Southern Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$4,094,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,094,000
Water Project 20: Cheek-Sparger (Buckingham to Martin) Water Line Replacement - DESIGN/CONSTRUCTION	\$1,477,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,477,000
Water Project 21: Pool Rd Water Line Velocity Adjust. (and Summertree and Hall-Johnson/Meadowhill Area) - DESIGN/CONSTRUCTION	\$646,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$646,000
Water Project 22: Cotton Belt Trail to Pleasant Run Road Water Line Implementation - DESIGN/CONSTRUCTION	\$1,225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,225,000
Water Project 23: Low Plain Lines to Provide Looping - DESIGN/CONSTRUCTION	\$1,827,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,827,000
Water Project 24: Southwest Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$2,567,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,567,000
Water Project 25: Cheshire/Dorset Joint Replacements - DESIGN/CONSTRUCTION	\$1,211,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,211,000
Water Project 26: Bandit/John McCain Decommissioning of 6" and Connect 12" - DESIGN/CONSTRUCTION	\$176,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$176,000
Water Project 27: Colleyville Boulevard Water Line Upsizing - DESIGN/CONSTRUCTION	\$4,570,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,570,000
Wayne Drive - Rehabilitation	\$160,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,276
Woodland Hills Subdivision - Rehabilitation	\$1,295,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,295,667
WW Project 10: Rehab Category 2 Manholes (Phase 1) - DESIGN/CONSTRUCTION	\$710,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$710,000
WW Project 11: Remaining Manhole Assessment Program - DESIGN/CONSTRUCTION	\$277,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$277,000
WW Project 12: Rehab Priority 1 Manholes Identified in Assessment Program - DESIGN/CONSTRUCTION	\$415,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415,000
WW Project 13: Highland/Pool/Summertree Sewer Line Replacement - DESIGN/CONSTRUCTION	\$1,407,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,407,000
WW Project 14: Sewer Line Renewal Program, Phase 3 - DESIGN/CONSTRUCTION	\$3,304,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,304,000
WW Project 15: Brook Meadows Sewer Line Improvements - DESIGN/CONSTRUCTION	\$758,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$758,000
WW Project 16: Rehab Priority 2 Manholes Identified in Assessment Program - DESIGN/CONSTRUCTION	\$1,416,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,416,000
WW Project 17: Sewer Line Renewal Program, Phase 4 - DESIGN/CONSTRUCTION	\$3,946,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,946,000
WW Project 6: Emerald Park Sewer Line Replacement - DESIGN/CONSTRUCTION	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
WW Project 7: Saddlebrook Addition Sewer Line Replacement - DESIGN/CONSTRUCTION	\$790,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$790,000
WW Project 8: Glade/Camelot Sewer Line and Manhole Replacement - DESIGN/CONSTRUCTION	\$412,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$412,000
WW Project 9: Sewer Line Renewal Program, Phase 2 - DESIGN/CONSTRUCTION	\$2,936,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,936,000
	\$114,798,123	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114,798,123

RESOLUTION R-17-4198

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 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 October 10, 2017
 - b. Approval of the minutes of the regular City Council meeting of October 17, 2017
 - c. Amending the Fiscal Year 2018-2022 Capital Improvement Program (CIP)
 - d. Approval of an engineering services agreement with MSA Professional Services, Inc., in an amount not to exceed \$156,679, for the design of the intersection improvement project at the McDonwell School Road at Westcoat Drive intersection, and authorize the city manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS
THE 7TH DAY OF NOVEMBER 2017.

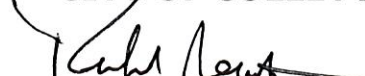
Mayor Richard Newton	<u>AYE</u>	Mayor Pro Tem Bobby Lindamood	<u>AYE</u>
Place 1, Tammy Nakamura	<u>AYE</u>	Place 3, Kathy Wheat	<u>AYE</u>
Place 4, George Dodson	<u>AYE</u>	Place 5, Nancy Coplen	<u>AYE</u>
Place 6, Mike Taylor	<u>AYE</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

FY 2018 -2022 CIP (Amended)

	Total Project Cost	Capital Projects Fund	CEDC (Parks, Trails & Libraries)	County Funding	Crime Control and Prevention District	Drainage Fund	FHA/TxDOT	Perimeter Street Fees	Impact Fees - Area II (West of 26)	TIF	Utility Capital Projects Fund	Water Impact Fees								
Estimated 9/30/17 Available Balances	\$	3,751,321	\$	-	\$	-	\$	987,581	\$	1,510,515	\$	2,024,564	\$	19,000,000	\$	5,000,184	\$	2,238,827		
(+) Year-end surplus/draw down	\$	800,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	390,281	\$	-		
(+) FY18 Budgeted Contribution	\$	1,500,000	\$	859,470	\$	-	\$	-	\$	-	\$	4,000,000	\$	-	\$	176,593	\$	-		
Estimated 10/1/17 Available Balances	\$	6,051,321	\$	859,470	N/A	\$	-	\$	987,581	N/A	\$	1,510,515	\$	2,024,564	\$	23,000,000	\$	5,567,058	\$	2,238,827
2018																				
Bransford Water Tank Rehabilitation - DESIGN	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$0.00								
Central Fire Station Repairs	\$147,322.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147,322.00	\$0.00	\$0.00								
Cheek-Sparger Road (San Bar to Brown Trail) - DESIGN & ROW	\$399,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$399,000.00	\$0.00	\$0.00								
Fire Station 2 Repairs	\$67,300.00	\$67,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Folding Doors- Fire Station #3	\$115,000.00	\$115,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Glade Road (Phase 2 - Manning to Pool) - CONSTRUCTION	\$5,484,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$342,897.00	\$0.00	\$4,724,103.00	\$0.00	\$417,000.00								
Library Renovations	\$459,470.00	\$0.00	\$459,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Kimzey Park Pond Dredging	\$170,000.00	\$0.00	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
L. D. Lockett Rehab. (Westcoat Dr to Pleasant Run) - CONSTRUCTION	\$220,000.00	\$220,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
L.D. Lockett Park Drainage Improvements	\$130,000.00	\$0.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
McDonwell School Rd and Westcoat Dr Roundabout - CONSTRUCTION	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00	\$0.00	\$0.00	\$0.00								
McDonwell School Rd Westcoat Dr Roundabout - ROW ACQUISITION	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00								
Street Maintenance Program	\$842,000.00	\$842,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Roberts Road - CONSTRUCTION	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100,000.00	\$0.00	\$0.00								
Streetlighting for Pedestrian Crosswalks - CONSTRUCTION	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Supervisory Control and Data Acquisition (SCADA) Replacement	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00								
Water Project 10: Apple Valley/Rustic Oaks/Bills Lane Water Lines and Road Rehabilitation on Black Drive	\$935,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$935,000.00	\$0.00								
Water Project 8: Install Pressure Relief and Flow Control Valves - CONSTRUCTION	\$348,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$348,000.00	\$0.00								
Webb House Repairs	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
WW Project 3 (Completion): Replacement of 6" and 8" Pipelines on Manning Drive and in the Vicinity of I	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$0.00								
	\$13,847,092.00	\$1,294,300.00	\$859,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$342,897.00	\$1,400,000.00	\$7,620,425.00	\$1,913,000.00	\$417,000.00								
(+) Year-end surplus/draw down	\$	600,000	\$	-	\$	-	\$	-	\$	-	\$	500,000	\$	192,000						
(+) FY19 Budgeted Contribution	\$	1,500,000	\$	150,000	\$	-	\$	-	\$	-	\$	4,100,000	\$	176,593	\$	-				
Estimated 10/1/18 Available Balances	\$	6,857,021	\$	150,000	N/A	\$	-	\$	987,581	N/A	\$	1,167,618	\$	624,564	\$	19,479,575	\$	4,330,651	\$	2,013,827
2019																				
Bransford Rehab. - County Project (Glade to LD Lockett) - CONSTRUCTION	\$706,000.00	\$423,600.00	\$0.00	\$282,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Bransford Water Tank Rehabilitation - CONSTRUCTION	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00								
Cheek-Sparger Road (San Bar to Brown Trail) - CONSTRUCTION	\$2,085,395.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,660,395.00	\$0.00	\$0.00	\$425,000.00	\$0.00	\$0.00								
Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
City Hall/Library - HVAC Replacement	\$327,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$327,600.00	\$0.00	\$0.00								
Flood Gates Upgrade	\$425,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Replacement of Palladium Windows	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
SH-26 Lighting	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$0.00	\$0.00								
Water Project 11: Tinker Road Water Lines - DESIGN	\$123,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,000.00	\$0.00								
Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision and Rehab. Streets - CONS	\$2,550,000.00	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900,000.00								
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - DESIGN	\$91,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,000.00	\$0.00								
	\$9,957,995.00	\$1,573,600.00	\$150,000.00	\$282,400.00	\$0.00	\$425,000.00	\$1,660,395.00	\$0.00	\$0.00	\$3,252,600.00	\$714,000.00	\$1,900,000.00								
(+) Year-end surplus/draw down	\$	600,000	\$	-	\$	-	\$	245,976	\$	-	\$	500,000	\$	192,000						
(+) FY20 Budgeted Contribution	\$	1,500,000	\$	-	\$	167,200	\$	-	\$	-	\$	4,200,000	\$	176,593	\$	-				
Estimated 10/1/19 Available Balances	\$	7,383,421	\$	-	N/A	\$	167,200	\$	808,557	N/A	\$	1,167,618	\$	624,564	\$	20,426,975	\$	4,293,244	\$	305,827

FY 2018 -2022 CIP (Amended)

	Total Project Cost	Capital Projects Fund	CEDC (Parks, Trails & Libraries)	County Funding	Crime Control and Prevention District	Drainage Fund	FHA/TxDOT	Perimeter Street Fees	Impact Fees - Area II (West of 26)	TIF	Utility Capital Projects Fund	Water Impact Fees								
2020																				
County Project (TBD) - CONSTRUCTION	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Justice Center - Metal Roof Coating	\$167,200.00	\$0.00	\$0.00	\$0.00	\$167,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Water Project 11 (Partial): Tinker Road Water Lines - CONSTRUCTION	\$1,110,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$660,000.00	\$0.00								
Water Project 12 (Partial): Woodbriar Estate Water Lines Replacement - DESIGN	\$70,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,020.00	\$0.00								
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$145,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,000.00	\$0.00								
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$361,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$361,700.00	\$0.00								
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement and Road Rehabilitation - CONSTRUCTION	\$829,000.00	\$110,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$719,000.00	\$0.00								
	\$3,982,920.00	\$1,460,000.00	\$0.00	\$400,000.00	\$167,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,955,720.00	\$0.00								
(+) Year-end surplus/draw down	\$	600,000	\$	-	\$	-	\$	225,173	\$	-	\$	500,000	\$	192,000						
(+) FY21 Budgeted Contribution	\$	1,500,000	\$	-	\$	325,052	\$	-	\$	-	\$	4,300,000	\$	176,593	\$	-				
Estimated 10/1/20 Available Balances	\$	8,023,421	\$	-	N/A	\$	325,052	\$	1,033,730	N/A	\$	1,167,618	\$	624,564	\$	24,726,975	\$	3,014,117	\$	497,827
2021																				
City Hall - Flooring Rehab	\$87,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,808.00	\$0.00	\$0.00								
County Project (TBD) - CONSTRUCTION	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Justice Center - Carpet and VCT Tile	\$88,052.00	\$0.00	\$0.00	\$0.00	\$88,052.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Justice Center - HVAC Replacement	\$237,000.00	\$0.00	\$0.00	\$0.00	\$237,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Pleasant Run Road Bridge at Big Bear (White Chapel Bridge) - CONSTRUCTION	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Water Project 12/Partial Woodbriar Estate Water Lines Replacement - CONSTRUCTION	\$433,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$433,000.00	\$0.00								
Water Project 3: New Elevated Water Storage Tank & Distribution Lines - DESIGN	\$545,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545,000.00								
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$745,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$745,000.00	\$0.00								
Woodbriar, Quail Crest Estates Rehab. (Companion to Water Proj. #6 and 12/Portion and Wastewater Project #1)	\$2,768,000.00	\$2,768,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$1,900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900,000.00	\$0.00								
	\$9,303,860.00	\$3,668,000.00	\$0.00	\$400,000.00	\$325,052.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$87,808.00	\$3,078,000.00	\$545,000.00								
(+) Year-end surplus/draw down	\$	600,000	\$	-	\$	-	\$	213,809	\$	-	\$	500,000	\$	192,000						
(+) FY22 Budgeted Contribution	\$	1,500,000	\$	-	\$	-	\$	-	\$	-	\$	4,400,000	\$	176,593	\$	-				
Estimated 10/1/21 Available Balances	\$	6,455,421	\$	-	N/A	\$	-	\$	47,539	N/A	\$	1,167,618	\$	624,564	\$	29,039,167	\$	612,710	\$	144,827
2022																				
County Project (TBD) - CONSTRUCTION	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
Library - Flooring Rehab	\$95,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,210.00	\$0.00	\$0.00								
Water Project 3: New Elevated Water Storage Tank and Distribution Lines - CONSTRUCTION	\$4,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500,000.00	\$0.00	\$0.00								
	\$5,895,210.00	\$900,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,595,210.00	\$0.00	\$0.00								
(+) Year-end surplus/draw down	\$	600,000	\$	-	\$	-	\$	324,519	\$	-	\$	500,000	\$	192,000						
(+) FY23 Budgeted Contribution	\$	1,500,000	\$	-	\$	-	\$	-	\$	-	\$	4,500,000	\$	176,593	\$	-				
Estimated 10/1/22 Available Balances	\$	7,655,421	\$	-	N/A	\$	-	\$	372,058	N/A	\$	1,167,618	\$	624,564	\$	28,943,957	\$	1,289,303	\$	336,827



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4f
Type Resolution
Department Engineering

Agenda Date 07/17/2018

Number Resolution R-18-4285

Title

Approval of a grant award for a City Hall backup power emergency generator, and authorizing the City Manager to accept the grant award

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs
5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

The purpose of this item is to authorize the City Manager to accept a grant award for the City of Colleyville to purchase and install a diesel, 3 phase, stationary, 400 KW emergency generator with a 693 gallon attached fuel tank.

In August 2015, the City entered into a contract with FAI Engineers to provide design services for a backup power emergency generator for City Hall and the Library. In July 2016, the consultant submitted a grant application in response to FEMA DR 4245. In May 2018, the City was notified of the grant award in the amount of \$149,813.00.

Financial Impact

Funding for this item is available in the TIF fund.

Recommendation

Approve

Attachments

1. Grant Award Package

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
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SKYLOR HEARN
DEPUTY DIRECTORS



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STEVEN P. MACH, CHAIRMAN
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A. CYNTHIA LEON
JASON K. PULLIAM
RANDY WATSON

May 4, 2018

The Honorable Richard Newton
Mayor, City of Colleyville
100 Main Street
Colleyville, TX 76304

RE: Sub-Grant Award

Dear Mayor Newton:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program or Pre-Disaster Mitigation Grant, DR-4245, Severe Storms, Tornadoes, Straight-Line Winds and Flooding. The following is the information related to this award.

Grantee Information:

DUNS Number: 091362681
TINS Number: 75-1159664
FIPS Number: 15988

Award Information:

Catalog of Federal Domestic Assistance (CFDA): 97.039
FEMA Project Number: 029
Project Title: Emergency Generator for City Hall
Period of Performance (POP): March 28, 2018 to December 25, 2019

Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	03/27/2018	\$599,622.00	24.845%	\$149,813.00	75.0155%	\$449,809.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (CFR) 200.87.

The following is the approved Scope of Work (SOW) for the above-referenced project:

City of Colleyville will purchase and install a diesel, 3 phase, stationary, 400 KW emergency generator with 693 gallon attached fuel tank inside the Colleyville City Park maintenance area (32.885224, -97.161126) to provide emergency electric power to the City Hall located at 100 Main St, Colleyville, TX 76034. The generator will be located in an X zone and it will be fixed over a new pad.

Properties that have been approved as components in this projects SOW are listed below.

Property ID	Latitude	Longitude
City of Colleyville City Hall	32.885224	-97.161126

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01, CATEX M13 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Signing and returning this award letter indicates sub-recipient's acceptance of the scope of the sub-award, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

The recipient must ensure that:

1. The initial quarterly progress report for the HMGP project is submitted at the end of the approving quarter. Please include the HMGP project number (provided above) in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. Section 206.438(d) of 44 CFR requires the Governor's Authorized Representative (GAR) to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the "FEMA-State Agreement".

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter must be returned to TDEM before payment on the sub-award can be processed. Please sign, date, and return this award letter acknowledging acceptance of this sub-award and agreement to abide by all terms and conditions to the address below:

Texas Department of Public Safety
Attn: Division of Emergency Management
P.O. Box 4087
Austin, TX 78773-0001

Designated Sub-recipient Agent

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact your project officer, Eileen Whitaker, at 512-424-2423 or by email at eileen.whitaker@dps.texas.gov.

Sincerely,



W. Nim Kidd, CEM[®]

Chief

Texas Division of Emergency Management

Division Director

Texas Homeland Security

WNK/ew

ATTACHMENTS: Grant Terms and Conditions
 Record of Environmental Considerations

cc: Jaime Gutierrez, Facility Manager
 Jeremy Hutt, Public Works Director

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety/Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
 3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. Uniform Administrative Requirements, Cost Principles and Audit Requirements. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, Influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.

6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS § .42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. **Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. FEMA has performed an environmental review resulting in the findings and conditions identified in the Environmental Considerations enclosure and consisting of:
 - a. CATEX (Categorical Exclusion) or FONSI (Finding of No Significant Impact)
 - b. Record of Environmental Consideration (REC) with Environmental Review Project Conditions
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. The Period of Performance (POP) represents the period during which eligible reimbursable cost for this project can be incurred. If, due to extenuating circumstances, a project cannot be completed within the approved POP, an extension must be requested in writing and submitted to the State 90 days prior to the expiration of the currently approved POP.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. You may request a payment of funds on projects by completing a request for reimbursement and including your supporting documentation. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment.
8. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **April 15th, July 15th, October 15th & January 15th**. Public Assistance program small projects are exempted.
9. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Completed record and cost documents for all approved work must be kept for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
12. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
13. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
14. Eligible cost reimbursement requests may be submitted as needed, but not less than once a quarter without project officer concurrence. The minimum request for reimbursement will be \$2,500 , unless it is the final reimbursement request. All submitted invoices must be:
 - a. Identified by a unique number
 - b. Related to an identified Scope of Work (SOW) line item
 - c. Accompanied by proof of payment (ex: copies of the cancelled checks showing payments for the invoices)
 - d. Signed by your Chief Financial Officer or designated authorized representative

Reimbursement amounts are based on the total request for eligible documented expenditures of the eligible federal share and local match.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.



U. S. Department of Homeland Security
FEMA Region 6
800 North Loop 288
Denton, TX 76209-3698

FEMA

February 21, 2017

MEMORANDUM FOR: Camille Crain, Hazard Mitigation Assistance Branch Chief

FROM: Kevin Jaynes, Regional Environmental Officer 

SUBJECT: HMGP-DR-4245-TX, Project #29 City of Colleyville Generator Project, Colleyville, Tarrant County, Texas

The purpose of this memorandum is to notify you that the Hazard Mitigation Grant Program (HMGP) project for the proposed installation of a generator at Colleyville City Hall, 5201 Bransford Road, Colleyville, Tarrant County, Texas, (32.885224, -97.161126) has been cleared with conditions under the National Environmental Policy Act (NEPA). The Federal Emergency Management Agency (FEMA) Directive 108-1 and Instruction 108-1-1 require that FEMA take into account environmental considerations when authorizing or approving major actions. This project has been determined to be categorically excluded in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX (M13) from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Please note that this transmittal is a notification that this project has been cleared under NEPA only. **This is not a notice of final approval or eligibility.** Any change beyond the approved scope of work for this project will require additional environmental review by FEMA.

cc: Connie Dill, Hazard Mitigation Specialist

Enclosures: Record of Environmental Consideration (REC)

Record of Environmental Consideration

See FEMA Directive 108-1 and FEMA Instruction 108-1-1.

Project Name/Number: HMGP-DR-4245-TX, Project #29 City of Colleyville Generator

Project Location: 5201 Bransford Road, Colleyville, Tarrant County, Texas 76034 (32.885224, -97.161126).

Project Description: The City of Colleyville proposes to purchase and install a new generator to provide emergency backup power at City Hall which serves as the City Emergency Management Center. The generator will be placed on a new concrete pad and electrical lines will be installed to connect the generator to a fuel source and to the electrical system of City Hall. This measure will help ensure the continued operations of critical facilities during future storm-events.

National Environmental Policy Act (NEPA) Determination

- ☐ Statutorily excluded from NEPA review. (**Review Concluded**)
- ☒ Categorical Exclusion - Category (M13)
- ☒ No Extraordinary Circumstances exist.
- Are project conditions required? ☒ Yes (see section V) ☐ No (**Review Concluded**)
- ☐ Extraordinary Circumstances exist (See Section IV).
- ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
- Are project conditions required? ☐ Yes (see section V) ☐ No (**Review Concluded**)
- ☐ Environmental Assessment
- ☐ Supplemental Environmental Assessment (Reference EA or PEA in comments)
- ☐ Environmental Impact Statement

Comments: This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX M13. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

Reviewer and Approvals

- ☐ Project is Non-Compliant (See attached documentation justifying selection).

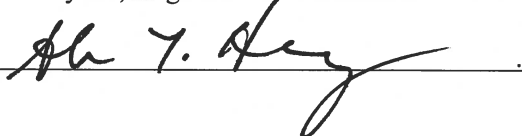
FEMA Environmental Reviewer.

Name: Sarah K. Forbes, Environmental and Historic Preservation Specialist

Signature . Date 2/21/2017.

FEMA Regional Environmental Officer or delegated approving official.

Name: Kevin Jaynes, Regional Environmental Officer

Signature . Date 2/21/17.

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

- ☐ Not type of activity with potential to affect historic properties. **(Review Concluded)**
- ☒ Applicable executed Programmatic Agreement. Otherwise, conduct standard Section 106 review.
- ☒ Activity meets Programmatic Allowance Item # II.D.2.a
- Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

- ☐ No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
- ☐ Building or structure listed or 45/50 years or older in project area and activity not exempt from review.
- ☐ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
- ☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
- ☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
- ☐ Resolution of Adverse Effect completed. (MOA on file)
- Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

- ☐ Project affects only previously disturbed ground. **(Review Concluded)**
- ☐ Project affects undisturbed ground.
- ☐ Project area has no potential for presence of archeological resources
- ☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
- ☐ Project area has potential for presence of archeological resources
- ☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
- Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Determination of historic properties affected
- ☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).
- Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
- ☐ No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
- ☐ Resolution of Adverse Effect completed. (MOA on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

Comments: The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Item II.D.2.a of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined that the project will not take place within Tribal Lands or in Areas of Tribal Interest. No Tribal consultation was conducted.

Correspondence/Consultation/References:

B. Endangered Species Act

- ☐ No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**
- ☒ Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.
- ☒ No effect to species or designated critical habitat.
- Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
- ☐ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

- ☐ Likely to adversely affect species or designated critical habitat
- ☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

C. Coastal Barrier Resources Act

- ☒ Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.
- ☐ Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)
- ☐ Proposed action an exception under Section 3505.a.6 **(Review Concluded)**
- ☐ Proposed action not excepted under Section 3505.a.6.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

D. Clean Water Act

- ☒ Project would not affect any water of the U.S. **(Review Concluded)**
- ☐ Project would affect waters, including wetlands, of the U.S.
- ☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**
- ☐ Project may require Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

E. Coastal Zone Management Act

- ☒ Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**
- ☐ Project is located in a coastal zone area and/or affects the coastal zone
- ☐ State administering agency does not require consistency review. **(Review Concluded)**.
- ☐ State administering agency requires consistency review.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

F. Fish and Wildlife Coordination Act

- ☒ Not applicable for financial assistance. **(Review Concluded)**

G. Clean Air Act

- ☒ Project will not result in permanent air emissions. **(Review Concluded)**
- ☐ Project is located in an attainment area. **(Review Concluded)**
- ☐ Project is located in a non-attainment area.
- ☐ Coordination required with applicable state administering agency.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

H. Farmland Protection Policy Act

- ☒ Project does not affect designated prime or unique farmland. **(Review Concluded)**
- ☐ Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
- ☐ Coordination with Natural Resource Conservation Commission required.
- ☐ Farmland Conversion Impact Rating, Form AD-1006, completed.

Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

I. Migratory Bird Treaty Act

☐ Project not located within a flyway zone. **(Review Concluded)**

☒ Project located within a flyway zone.

☒ Project does not have potential to take migratory birds.

Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**

☐ Project has potential to take migratory birds.

☐ Contact made with USFWS

Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

J. Magnuson-Stevens Fishery Conservation and Management Act

☒ Project not located in or near Essential Fish Habitat. **(Review Concluded)**

☐ Project located in or near Essential Fish Habitat.

☐ Project does not adversely affect Essential Fish Habitat.

Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

☐ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)

☐ NOAA Fisheries provided no recommendation(s)

Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

☐ NOAA Fisheries provided recommendation(s)

☐ Written reply to NOAA Fisheries recommendations completed.

Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

K. Wild and Scenic Rivers Act

☒ Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**

☐ Project is along or affects WSR

☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.**
(NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**

☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)

Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

L. Other Relevant Laws and Environmental Regulations

None.

II. Compliance Review for Executive Orders

A. E.O. 11988 – Floodplains

- ☒ No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**
- ☐ Located in Floodplain or Effects on Floodplains/Flood levels
- ☐ No adverse effect on floodplain and not adversely affected by the floodplain.
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded)**
- ☐ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
- ☐ 8 Step Process Complete - documentation on file
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: Per Flood Insurance Rate Map (FIRM) panel 48439C0095K, dated 09/25/2009, the site is located outside the 500 year flood zone and the activity does not adversely affect floodplain values.

Correspondence/Consultation/References:

B. E.O. 11990 – Wetlands

- ☒ No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**
- ☐ Located in Wetland or effects Wetland(s)
- ☐ Beneficial Effect on Wetland - **(Review Concluded)**
- ☐ Possible adverse effect associated with constructing in or near wetland
- ☐ Review completed as part of floodplain review
- ☐ 8 Step Process Complete - documentation on file
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: A review of the National Wetland Inventory (NWI) online mapper, accessed on February 17, 2017, for the site indicates that the area is not located within nor does it affect a designated wetland.

Correspondence/Consultation/References:

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

- ☐ No Low income or minority population in, near or affected by the project - **(Review Concluded)**
- ☒ Low income or minority population in or near project area
- ☒ No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**
- ☐ Disproportionately high or adverse effects on low income or minority population
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.

Correspondence/Consultation/References:

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:

Correspondence/Consultation/References:

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA). If the circumstance can be mitigated, please explain in comments. If no, leave blank.

Yes

- ☐ (i) A potentially significant effect on public health or safety.
- ☐ (ii) A potentially significant effect on species or habitats protected by the ESA, Marine Mammal Protection Act, Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, or other law protecting a species or habitat.
- ☐ (iii) A potentially significant effect on historic properties (e.g., districts, sites, buildings, structures, or objects) that are listed in or eligible for listing in the National Register of Historic Places, affects traditional cultural properties or sacred sites, or leads to the loss or destruction of a significant scientific, cultural, or historical resource.
- ☐ (iv) A potentially significant effect on an environmentally sensitive area.
- ☐ (v) A potential or threatened violation of a Federal, State, or local law or requirement imposed to protect the environment. Some examples of other requirements to consider are: a local noise control ordinance; the requirement to conform to an applicable State Implementation Plan for air quality standards; Federal, Tribal, State, or local requirements to control hazardous or toxic substances; and environmental permits.
- ☐ (vi) An effect on the quality of the human environment that is likely to be highly controversial in terms of scientific validity, likely to be highly uncertain, or likely to involve unique or unknown environmental risks. This also includes effects that may result from the use of new technology or unproven technology. Controversy over, including public opposition to, a proposed action absent any demonstrable potential for significant environmental impacts does not itself constitute an extraordinary circumstance.
- ☐ (vii) Extent to which a precedent is established for future actions with significant effects.
- ☐ (viii) Significantly greater scope or size than normally experienced for this particular category of action.
- ☐ (ix) Potential for significant degradation of already existing poor environmental conditions. Also, initiation of a potentially significant environmental degrading influence, activity, or effect in areas not already significantly modified from their natural condition.
- ☐ (x) Whether the action is related to other actions with individually insignificant, but cumulatively significant impacts.

Comments: None

V. Environmental Review Project Conditions

General comments: None

Project Conditions:

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
4. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Monitoring Requirements: None



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4g

Agenda Date 07/17/2018

Number Resolution R-18-4285

Type Resolution

Department Finance

Title

Approval of the annual review and updates to the City of Colleyville Investment Policy

Strategic Plan

B4- Cultivate a culture of transparency and consistent communication

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

F2- Invest to provide and maintain high quality public

Explanation

Reading and Public Hearing

The Public Funds Investment Act requires that the governing body of a public entity review the investment strategy and adopt a written instrument by resolution stating that it has reviewed the investment policy and investment strategies.

The City's investment strategy is addressed under the "Investment Strategy" section of the attached City of Colleyville Investment Policy.

The attached redlined document details the proposed changes which were presented for the Audit Committee's review at a special meeting held on June 5, 2018 and was presented to City Council at the June 19, 2018 worksession.

Financial Impact

The Investment Policy provides required parameters for the investment of City funds as required by the State of Texas Public Funds Investment Act.

Recommendation

Approve

Attachments

1. Public Funds Investment Act
2. Investment Policy - Redlined for proposed changes
3. 2018 Investment Policy - Proposed

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section [61.003](#), Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section [2256.003](#).

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section [2256.006](#):

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section [802.001](#);
- (2) state funds invested as authorized by Section [404.024](#);
- (3) an institution of higher education having total endowments of at least \$150 million in book value on September 1, 2017;
- (4) funds invested by the Veterans' Land Board as authorized by Chapter [161](#), [162](#), or [164](#), Natural Resources Code;
- (5) registry funds deposited with the county or district clerk under Chapter [117](#), Local Government Code; or
- (6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 1, eff. June 14, 2017.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;
- (2) primarily emphasize safety of principal and liquidity;

(3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

(4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section [2256.021](#).

(c) The investment policies may provide that bids for certificates of deposit be solicited:

(1) orally;

(2) in writing;

(3) electronically; or

(4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

(1) understanding of the suitability of the investment to the financial requirements of the entity;

(2) preservation and safety of principal;

(3) liquidity;

(4) marketability of the investment if the need arises to liquidate the investment before maturity;

(5) diversification of the investment portfolio; and

(6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec.

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421,
Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (l), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

(A) is dependent on an analysis of the makeup of the entity's entire portfolio;

(B) requires an interpretation of subjective investment standards; or

(C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a

compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section [321.020](#). Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section [321.013](#), the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section [404.024](#).

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 1, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. [1701](#)), Sec. 1, eff. September 1, 2017.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a

person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS.

(a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) In addition to the requirements of Subsection (a)(1), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to

investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(b-1) A housing authority created under Chapter 392, Local Government Code, may satisfy the training requirement provided by Subsection (a)(2) by requiring the following person to attend, in each two-year period that begins on the first day of that housing authority's fiscal year and consists of the two consecutive fiscal years after that date, at least five hours of appropriate instruction:

(1) the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, or the investment officer; or

(2) if the authority does not have an officer described by Subdivision (1), another officer of the authority.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter [36](#) or [49](#), Water Code.

(f) Subsection (a)(2) does not apply to an officer of a municipality or housing authority if the municipality or housing authority:

(1) does not invest municipal or housing authority funds, as applicable; or

(2) only deposits those funds in:

(A) interest-bearing deposit accounts; or

(B) certificates of deposit as authorized by Section [2256.010](#).

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 3, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 222 (H.B. [1148](#)), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1248 (H.B. [870](#)), Sec. 1, eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. [1488](#)), Sec. 8.015, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. [1238](#)), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. [1238](#)), Sec. 2, eff. September 1, 2017.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

(6) bonds issued, assumed, or guaranteed by the State of Israel;

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or

(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the

governing body or designated investment committee of the entity adopts as required by Section 2256.025; or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

(D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (A);

(ii) an entity described by Section 2257.041(d); or

(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 4, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 2, eff. June 14, 2017.

Acts 2017, 85th Leg., R.S., Ch. 863 (H.B. [2647](#)), Sec. 1, eff. June 15, 2017.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. [2928](#)), Sec. 1, eff. September 1, 2017.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section [2256.009](#)(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section [2256.009](#)(b); or

(3) secured in accordance with Chapter [2257](#) or in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section [2256.025](#); or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section [2257.041\(d\)](#), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128 (H.B. [256](#)), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 5, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. [2928](#)), Sec. 2, eff. September 1, 2017.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS.

(a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

(1) has a defined termination date;

(2) is secured by a combination of cash and obligations described by Section [2256.009\(a\)\(1\)](#); and

(3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with

the entity or with a third party selected and approved by the entity;
and

(4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

(e) Section 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 6, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 3, eff. June 14, 2017.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES.

A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 270 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies; or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

(3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; and

(3) either:

(A) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or

(B) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 4, eff. June 14, 2017.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- (3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

- (1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
- (2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
- (3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- (4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
- (5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(d) Section 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 5, eff. June 14, 2017.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

(12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and

(13) the pool's policy regarding holding deposits in cash.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

(1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

(F) the number of participants in the pool;

(G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 7, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 6, eff. June 14, 2017.

Sec. 2256.017. EXISTING INVESTMENTS. Except as provided by Chapter [2270](#), an entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. [253](#)), Sec. 2, eff. May 23, 2017.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY.

(a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related

security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7 (S.B. [495](#)), Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371 (S.B. [894](#)), Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section [52](#), Article III, or Section [59](#), Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804 (H.B. [2346](#)), Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section [1371.001](#).

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent

and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds; and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Corporate bonds are not an eligible investment for a public funds investment pool.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347 (S.B. [1543](#)), Sec. 1, eff. June 17, 2011.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST.

(a) In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121 (S.B. [1464](#)), Sec. 1, eff. September 1, 2005.

Text of section as added by Acts 2017, 85th Leg., R.S., Ch. 773
(H.B. [1003](#)), Sec. 7

For text of section as added by Acts 2017, 85th Leg., R.S., Ch. 344
(H.B. [1472](#)), Sec. 1, see other Sec. 2256.0206.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: HEDGING TRANSACTIONS.

(a) In this section:

(1) "Eligible entity" means a political subdivision that has:

(A) a principal amount of at least \$250 million in:

(i) outstanding long-term indebtedness;

(ii) long-term indebtedness proposed to be issued;

or

(iii) a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and

(B) outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or

other form of credit enhancement entered into in connection with the obligation.

(2) "Eligible project" has the meaning assigned by Section [1371.001](#).

(3) "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

(b) This section prevails to the extent of any conflict between this section and:

(1) another law; or

(2) an eligible entity's municipal charter, if applicable.

(c) The governing body of an eligible entity shall establish the entity's policy regarding hedging transactions.

(d) An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

(e) An eligible entity may pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

(f) Section [1371.059\(c\)](#) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

(g) An eligible entity may credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

(h) An eligible entity's cost of or payment under a hedging contract or agreement may be considered:

(1) an operation and maintenance expense of the eligible entity;

(2) an acquisition expense of the eligible entity;

- (3) a project cost of an eligible project; or
- (4) a construction expense of the eligible entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, eff. June 14, 2017.

Text of section as added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1

For text of section as added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, see other Sec. 2256.0206.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: PUBLIC JUNIOR COLLEGE DISTRICT FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS.

(a) In addition to other investments authorized under this subchapter, the governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1, eff. September 1, 2017.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk

assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section [321.013](#).

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

- (1) describe in detail the investment position of the entity on the date of the report;
- (2) be prepared jointly by all investment officers of the entity;
- (3) be signed by each investment officer of the entity;
- (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - (B) ending market value for the period; and
 - (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the state agency or local government as it relates to:
 - (A) the investment strategy expressed in the agency's or local government's investment policy; and
 - (B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b) and Section [2256.017](#), this subchapter does not:

(1) prohibit an investment specifically authorized by other law; or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section [2256.009](#)(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section [2256.009](#) (b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

- (2) an entity created under Chapter 392, Local Government Code; or
- (3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 3, eff. May 23, 2017.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

It is the policy of the City of Colleyville (the City) to invest public funds in a manner ~~which will provide the highest consistent with the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") which places priority in the following order: preservation and safety of principal; liquidity; and yield. investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State of Texas laws and statutes including the Public Funds Investment Act, Chapter 2256 of the Government Code and City ordinances.~~

Governing Body

All investment and cash management activities shall be conducted in full compliance with applicable City ordinances as well as state and federal rules and regulations.

Specific statutory regulations for the investment of public funds in Texas are found in the Act. All investments will be made in accordance with this statute. Collateral requirements are established in Texas by the Public Funds Collateral Act, Chapter 2257, Texas Government Code, for all public Texas funds deposits.

Scope

This investment policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately

and any new fund created by the City Council, unless specifically exempted by the City Council or by law. All funds may be combined as pooled funds unless specifically prohibited by State law or statute or City ordinance.

Objectives

The primary objectives, in priority order, of the City's investment activities shall be:

Safety: Consistent with the requirement of the Act, sSafety of principal is the foremost objective of the City in managing its portfolio. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions. The City will also take into account the marketability of the investment if the need arises to liquidate the investment before maturity.

Liquidity: The City will also maintain sufficient liquidity to provide adequate and timely working funds.

Diversification: The portfolio shall be diversified by market sector, institution, and maturity in order to manage market risk.

Return on Investments: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The City investment strategy is passive and the portfolio shall be designed with the objective of regularly exceeding the weighted average return on thirteen-week Treasury bills. This is considered a benchmark for riskless investment transactions, and therefore, is a minimum standard for the portfolio's rate of return. For bond funds that fall under the arbitrage provisions of the Tax Reform Act of 1986, the City will attempt to earn allowable bond yield with market conditions permitting.

Delegation of Authority

The City designates the Investment Officers to be the City Manager, Chief Financial Officer, and Accounting Manager working jointly to ensure that investment objectives and day-to-day management activities with overall responsibilities to see that investment objectives are accomplished and the Chief Financial Officer and Accounting Manager with the specific day-to-day

~~performance of managing the funds of the City.~~

Ethics and Conflict of Interest

In accordance with section 2256.005 of the Act, ~~a~~All investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees shall disclose to the City of Colleyville and Texas Ethics Commission a statement under the following conditions:

- A. If they have a personal business relationship with a business organization offering to engage in an investment transaction with the entity. Under the ~~Public Funds Investment~~ Act, a personal business relationship is defined as:
 - 1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
 - 2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
 - 3. The investment officer has acquired from the business organization during the previous year, investments with a book value of \$2,500 or more for the personal account of the investment officer.
- B. If they are related within the second degree by affinity or consanguinity, as determined by Government code Chapter 573, degrees of relationship; nepotism prohibition, V.A.T.C.S. to an individual seeking to sell an investment to the City of Colleyville.

Prudence

Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person", which means the officer may not be an expert but is obligated to act responsibly and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investment officers shall notify the City Council in writing of any conflicts of interest, as defined by the ~~Public Funds Investment~~ Act, no later than the next regularly scheduled Council meeting.

It is the policy of the City that the Investment Officers perform their duties in accordance with the policies and procedures set forth in this policy. The Investment Officers of the City (~~City Manager, Chief Financial Officer and Accounting Manager~~) shall be personally indemnified in the event of investment loss provided the Investment Policy is followed.

Internal Controls

The ~~Chief Financial Officer and Accounting Manager~~ Investment officers shall establish a system of written internal controls which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

Permissible Instruments

The Act lists all possible authorized investments available to Texas public entities. The City shall invest only in those investments authorized below as such investments are further defined by the Act. If this policy provides for a lower stated maximum maturity or other more restrictive condition on an authorized investment that more restrictive requirement controls. If changes are made to the Act to allow for additional possible authorized investments, such investments will not be authorized by the City until this policy is modified and adopted by the City Council.

~~The following is a list of permissible instruments as authorized by the 70th Texas Legislature in the Public Funds Investment Act (TEX. REV. CIV. STAT. ANN. ACT 842A-2) and amended by the 71st Legislature:~~

1. Obligations of the United States or its agencies or instrumentalities;
2. Direct obligations of the State of Texas or its agencies;
3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities;
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
5. Certificates of deposit issued by state and national depository institutions that have its main office or branch office in this state that are:
 - a. Guaranteed or insured by the Federal Deposit Insurance Corporation, FSLIC or its successors; or
 - b. Secured by obligations that are described by subdivisions (1) through (4) of this subsection, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities, and which have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
6. Invest in a local government investment pool as authorized by the Interlocal Cooperation Act ~~(TEX. REV. CIV. STAT. ANN. ACT. 4413 (32e))~~, as amended, and the ~~Public Funds Investment Act (TEX. REV. CIV. STAT. ACT. 842a-2)~~, as amended. The investment pool must comply with the requirements of the Public Funds Investment Act, as amended, as follows:
 - a. The investment pool maintains a stable asset value of one dollar as defined in the ~~Public Funds Investment Act~~;
 - b. The investment pool maintains a AAA, or AAAM rating by one of the nationally recognized rating agencies;
 - c. The investment pool's maximum average dollar weighted maturity does not exceed 90 days; and
 - d. The investment pool's continued compliance with the remaining provisions of the ~~Public Funds Investment Act~~.
 - e. The eligible investments of the pool are as follows: obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are

unconditionally guaranteed or insured by the United States, fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, and SEC registered money market funds authorized by the ~~Public Funds Investment~~ Act and rated in the highest category by at least one nationally recognized rating agency, reverse repurchase agreements with a term of no longer than 90 days.

- f. Include in its investment policy and/or operating procedures the following information: a description of eligible investment securities and unacceptable investments, a written statement on investment policy and objectives, a description of interest calculations, distribution, and treatment of gains and losses, security safeguarding, valuation collateralization and auditing, and a fee schedule.

g. The City may invest in more than one pool, however no more than 5% of the City's total portfolio may be invested in pools containing commercial paper.

7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract and a signed master repurchase agreement has been executed with the counterparty.
8. SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of \$1.00 per share. Investment in mutual funds shall be limited to a maximum of ten percent (10%) of the City's available funds.
9. Certificate of Deposit Account Registry Service (CDARS) deposited with a certificate of deposit issued by a depository institution that has its main office or branch office in this state that is selected by the investing entity pursuant to the requirements of Section 2256.010 of the Government Code.

The City is not required to liquidate an investment that was authorized at the time of its purchase.

Unacceptable Investment Instruments

The following securities, although authorized by the Public Funds Investment Act, are not eligible investments for the City:

1. Collateralized mortgage obligations and/or obligations of the following structure
 - a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
 - b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
 - d) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
2. Commercial paper (Exception: Local Government Investment Pools which the City participates may contain commercial paper in compliance with Title 10, sec. 2256.013 of the Texas government code)
3. Banker's acceptances
4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less)
5. No-load mutual funds other than SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of \$1.00 per share.
6. Guaranteed investment contracts
7. Share certificates of qualifying credit unions

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (2256.021). In accordance with Section (2256.005(b)), the Investment Officer shall monitor rating changes in current investments by keeping a monthly record of ratings issued by three nationally recognized rating agencies.

Investment Strategy

The investment strategy by type of fund is as follows:

(1) Operating Funds

The investment strategy for operating fund(s) is to assure that anticipated cash flows are matched with adequate investment liquidity. A secondary objective is to create a portfolio, which will experience minimum volatility during economic cycles. These funds shall not have an investment with a stated maturity greater than two years and the weighted average maturity shall not exceed eighteen months.

(2) Debt Service Funds

The investment strategy for debt service fund(s) is the assurance of investment liquidity to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the corresponding debt service payment date. The weighted average maturity shall not exceed one year.

(3) Reserve Funds

The investment strategy for reserve fund(s) is the assurance of investment liquidity adequate to cover the debt service obligations not funded by debt service funds on the required payment date. Investment of reserve funds are controlled by their ordinance, resolution or indenture, and Federal and State law. Bond documents must be examined for each issue, for potential differences with this policy concerning investment instruments, maximum maturity or average life restrictions, call dates or sinking fund redemptions,

and applicable arbitrage yields and rebate liability. Provisions contained in the bond documents will supersede provisions of this policy. Weighted average maturity shall be in compliance with bond requirements, as stated.

Reserve funds will be invested using a more conservative approach than the current standard investment strategy when arbitrage rebate rules require refunding excess earnings. All excess earnings received will be segregated to allow a proper determination of interest income to be used in the arbitrage calculation.

(4) Special Project or Special Purpose Funds

The investment strategy for special projects or special purpose fund portfolio(s) will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The city's final maturity dates of securities held shall not exceed the estimated project completion date. Funds in excess of defined construction payment schedules shall be limited to a maximum final maturity date of three years.

Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.

~~Annually, the City Council shall formally review the Investment Policy and investment strategy contained within the Policy and record in writing that it has reviewed the Policy and record any changes to either the policy or strategy.~~

A. Diversification

The City will attempt to limit the risk of loss through diversification of its portfolio and to achieve the aforementioned investment strategies by diversification of instruments.

<u>Diversification by Instrument of Portfolio</u>	<u>Maximum Percent</u>
U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	75%
Certificates of Deposit (CD's)	

Commercial Bank's 75%

Local Government Investment Pool 75%

Local Government Investment Pool investing in commercial paper (compliant with Title 10, sec. 2256.013 of the Texas Local Government code) 5%

Certificate of Deposit Account Registry Service (CDARS) 75%

Tri-Party Repurchase Agreement 75%

SEC registered, no-load mutual fund 10%

Investment Procedures

The City shall enter the following agreements (if applicable): safekeeping, PSA repurchase agreements, wire transfer agreements, banking services contracts, and collateral/depository agreements. These contracts shall include the explicit delegation of authority to persons responsible for the transactions involving these agreements. No person except those designated in the contract may engage in any investment transactions.

On all funds invested in instruments as listed in "Permissible Investments" numbers one through five, oral bids shall be requested from at least two broker/dealers or national banks. The City will accept the bid that provides the highest rate of return within the maturity required and within the parameters of this policy. Records will be kept of the bids offered, bids accepted, and a brief explanation of the decision that was made regarding the investment.

Qualified Institutions

A list of financial institutions, broker/dealers, and depositories authorized to provide investment services will be maintained by the Investment Officer(s).

Certification: Section 2256.005(k) and (l) of the Act requires that any business organization offering to engage in an investment transaction with the City must be provided with a copy of this Investment Policy and Strategy and must provide the City with a written instrument (in a form acceptable to

both parties) executed by a representative of the person or entity that substantially acknowledges that the person or entity has:

1. received and reviewed the City's Investment Policy and Strategy; and
2. implemented reasonable procedures and controls in an effort to preclude investment transactions with the City that are not authorized by the City's Investment Policy and Strategy.

Any material changes to the Investment Policy and Strategy will require re-certification by all authorized firms.

Security brokers/dealers: Annually, the City Council shall review and adopt a list of brokers/dealers approve four financial institutions for investment purposes as recommended by the Chief Financial Officer Investment Officers.

All personnel working for the firms who will be trading or quoting securities to the City Council must maintain a current NASD license and be registered to deal securities in the State of Texas. Each broker/dealer shall provide the following documentation to the City Council for evaluation:

1. Annual audited financial reports
2. Financial Industry Regulatory Authority (FINRA) registration
3. Central Registration Depository Number (CRD)
4. The City broker/dealer questionnaire (Appendix A) and
5. Investment policy and strategy review certification (Appendix B) on the firm's letterhead signed by a principal of the firm

If the City contracts with a Registered Investment Advisor to manage its portfolio, the approved broker/dealer of that firm will be used, subject to approval by the City council.

~~All firms shall answer the Broker/Dealer questionnaire (Appendix A) and submit their most recent audited financial statements to the City Council for evaluation of credit worthiness. All personnel in the firms who will be trading or quoting securities to the City Council must maintain a current NASD license and be registered to deal securities in the State of Texas. An investment certification form (Appendix B) on the firm's letterhead signed by a principal of the firm must be on file with the City.~~

Safekeeping

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All marketable securities purchased by the City shall be held in third party safekeeping by an institution designated as primary agent. All securities will be delivered to the third party institution by seller. Personnel in the third party institution will verify the correct security was delivered by the seller ("delivery vs payment"). The third party institution shall issue a safekeeping receipt to the City listing the specific instrument, rate/yield, maturity, CUSIP, and other pertinent information. Collateral on deposit type securities which exceed the FDIC coverage shall be held in a third party safekeeping institution. In the event a third party safekeeping institution is used, a collateral agreement shall be executed between the City Council, depository which pledged the collateral, and the third party custodian of the collateral. The City will retain possession of all original safekeeping receipts and the receipts will state the security is pledged to the City. Either the City Manager, Chief Financial Officer or Accounting Manager must approve release of collateral in writing prior to its removal from the safekeeping account.

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City will have a written depository agreement with any financial institution with whom the City has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held. A qualified representative of the financial institution must sign the investment certification form (Appendix B) on the financial institutions letterhead and it must be kept on file with the City.

Collateral Securities for Certificates of Deposit and Demand Accounts

The City will accept as collateral for its Certificates of Deposit and demand accounts the following securities:

- A. FDIC coverage
- B. U.S. Treasury bills, notes and bonds

C. United States Agency and instrumentalities bills or notes

D. GNMA mortgage backed fully modified pass through securities

E. Texas state, city, county or school bonds with a remaining maturity of seven years or less and a rating of "A" or better by Moody's, Fitch Ratings, and Standard and Poor's.

F. Surety Bond

G. Federal Home Loan Bank Letter of Credit issued to the City

Collateral shall be "marked to market" monthly by the ~~Finance Manager~~Investment Officers. The following percentages constitute the minimum market value for collateral instruments that are pledged for the City's Certificates of Deposit and demand deposits for amounts exceeding the FDIC coverage.

Form of Collateral <u>Pledged</u> — <u>Collateral</u>	<u>Ratio</u>
1. U.S. Treasury bills, notes, and bonds	
a. maturing within 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	110%
2. Actively traded U.S. Government Agency securities	
a. maturing in less than 1 year	103%
b. maturing in 1-5 years	107%
c. maturing in more than 5 years	115%
3. GNMA mortgage pass through securities	115%
4. Entities in the State of Texas bonds	
General Obligation Bonds	
a. maturing in less than 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	107%

Revenue Bonds

a. maturing in less than 1 year	105%
b. maturing in 1-5 years	110%
c. maturing in more than 5 years	115%

Collateral shall be audited annually by the City's independent auditor and may be audited by the City at anytime during normal business hours of the safekeeping bank.

Arbitrage

The Tax Reform Act of 1986 places limitations on the City's yield from investing certain tax-exempt bond proceeds, debt service funds and reserve funds. The rebate provisions require that the City compute earnings on investments from certain issues of bonds on a periodic basis to determine if rebate is required.

To determine the City's arbitrage position, the City is required to calculate the actual yield earned on the investment of the funds and compare it to the yield that would have been earned if the funds had been invested at a rate equal to the yield on the applicable bonds sold by the City. The rebate provisions state that periodically (not less than once every five years and not later than sixty days after maturity of the bonds), the City is required to pay the United States Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

The investment strategy for bond funds which fall under the arbitrage provisions of the Tax Reform Act of 1986, is that the City will attempt to earn maximum allowable bond yield with market conditions permitting.

Reporting Requirements

The ~~Chief Financial Officer and Accounting Manager~~Investment officers shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter indicating the market values of all investments held during the quarter. The report shall list for each investment held during the quarter: the purchase price of the investment, the par value of the investment, the market

value of the investment at the beginning of the quarter, market value of the investment at the end of the quarter, and fully accrued interest for the period. The portfolio shall be marked to market monthly and market pricing information is to be obtained through the use of appropriate external third party software, third party safekeeping service, or a third party independent pricing service. This report shall be in compliance with provisions of the ~~Public Funds Investment~~ Act, as amended. The report shall be signed by the ~~Chief Financial Officer and Accounting Manager~~ investment officers, ~~as the investment officers for the City,~~ and state its compliance with the ~~Public Funds Investment~~ Act and adopted investment policy strategy. The quarterly investment reports must be reviewed annually by the City's external audit firm as a part of the City's annual audit and reported to the City Council.

Training Requirements

In accordance with the Act (2256.005 and 2256.008), the ~~Chief Financial Officer and Accounting Manager~~ Investment officers shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. ~~Both the Chief Financial Officer and Accounting Manager~~ The investment officers shall complete ten hours of training every two years as required by the ~~Public Funds Investment~~ Act. This training may be obtained from the ~~following a sources approved by the Texas State Board of Public Accountancy including:~~ North Central Texas Council of Governments, Government Treasurer's Organization of Texas, Government Finance Officer's of Texas, Texas Municipal League ~~or~~ and the University of North Texas Center for Professional Development. The training must include education in investment controls, security risks, strategy risks, market risks, and any other topics as required by the ~~Public Funds Investment~~ Act.

Review of Investment Policy

Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy and record in writing that it has reviewed the Policy and record any changes to either the policy or strategy.

Updated council approved investment policies should be provided to the city's authorized firms including the city's depository, investment pools, investment advisors, brokers and dealers the same week council approves the policy. Any changes to the Investment Policy will require re-certification by all authorized firms.

Restated and Revised Policy Adopted:

- July 17, 2018 – Resolution R-18 - 4285

Previous Policy Approval Council Meeting Dates:

- September 19, 2017 - Resolution R-17-4175
- September 6, 2016 - Resolution R-16-4029
- September 1, 2015 - Resolution R-15-3902

GLOSSARY

AGENCIES - Federal agency securities and/or Government-sponsored entities.

BENCHMARK – A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER – A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT – A time deposit with a specific maturity evidenced by a certificate. Large- denomination CD's are typically negotiable.

COLLATERAL – Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT – Delivery versus payment is the delivery of a security and there is an exchange of money after the delivery of the security.

DISCOUNT SECURITIES – Non-interest bearing money market instruments that are being issued at a discount and redeemed at maturity for full face value, e.g. Treasury Bills.

DIVERSIFICATION – Dividing instruments among securities offering independent returns.

FEDERAL CREDIT AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions and individuals e.g. savings and loans, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) – A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB) – Government sponsored regional wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) – FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. It is a federal corporation and the largest single provider of residential mortgage funds in the United States. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations. Security holder is backed by the full faith and credit of the US Government.

LIQUIDITY – An asset that can be converted quickly and easily to cash.

LOCAL GOVERNMENT INVESTMENT POOL – An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET VALUE – The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT – A written contract that establishes each party's rights in the transactions. A master agreement will specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY – The date upon which the principal or stated value of an investment becomes due and payable.

MUTUAL FUND – An investment company that pools money and can invest in a variety

of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange disclosure guidelines.

PORTFOLIO – Collection of securities held by an investor.

PRIMARY DEALER – A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to informal oversight.

PRUDENT PERSON RULE – An investment standard outlining fiduciary responsibilities of public funds investors relating to investment practices.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

REVERSE REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING – Holding of assets (e.g. securities) by a financial institution.

TREASURY BILLS – A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year. The yields on these bills are monitored closely for interest rate trends.

TREASURY BONDS – Long term US government debt securities with maturities of ten to thirty years.

TREASURY NOTES – Intermediate term US government debt securities with maturities of one to ten years.

YIELD – The current rate of return on an investment security generally expressed as a percentage of the securities current price.

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

It is the policy of the City of Colleyville (the City) to invest public funds in a manner consistent with the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") which places priority in the following order: preservation and safety of principal; liquidity; and yield.

Governing Body

All investment and cash management activities shall be conducted in full compliance with applicable City ordinances as well as state and federal rules and regulations.

Specific statutory regulations for the investment of public funds in Texas are found in the Act. All investments will be made in accordance with this statute. Collateral requirements are established in Texas by the Public Funds Collateral Act, Chapter 2257, Texas Government Code, for all public Texas funds deposits.

Scope

This investment policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately

and any new fund created by the City Council, unless specifically exempted by the City Council or by law. All funds may be combined as pooled funds unless specifically prohibited by State law or statute or City ordinance.

Objectives

The primary objectives, in priority order, of the City's investment activities shall be:

Safety: Consistent with the requirement of the Act, safety of principal is the foremost objective of the City in managing its portfolio. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions. The City will also take into account the marketability of the investment if the need arises to liquidate the investment before maturity.

Liquidity: The City will also maintain sufficient liquidity to provide adequate and timely working funds.

Diversification: The portfolio shall be diversified by market sector, institution, and maturity in order to manage market risk.

Return on Investments: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The City investment strategy is passive and the portfolio shall be designed with the objective of regularly exceeding the weighted average return on thirteen-week Treasury bills. This is considered a benchmark for riskless investment transactions, and therefore, is a minimum standard for the portfolio's rate of return. For bond funds that fall under the arbitrage provisions of the Tax Reform Act of 1986, the City will attempt to earn allowable bond yield with market conditions permitting.

Delegation of Authority

The City designates the Investment Officers to be the City Manager, Chief Financial Officer, and Accounting Manager working jointly to ensure that investment objectives and day-to-day management activities are accomplished

Ethics and Conflict of Interest

In accordance with section 2256.005 of the Act, all investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees shall disclose to the City of Colleyville and Texas Ethics

Commission a statement under the following conditions:

- A. If they have a personal business relationship with a business organization offering to engage in an investment transaction with the entity. Under the Act, a personal business relationship is defined as:
 - 1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
 - 2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
 - 3. The investment officer has acquired from the business organization during the previous year, investments with a book value of \$2,500 or more for the personal account of the investment officer.
- B. If they are related within the second degree by affinity or consanguinity, as determined by Government code Chapter 573, degrees of relationship; nepotism prohibition, to an individual seeking to sell an investment to the City of Colleyville.

Prudence

Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person", which means the officer may not be an expert but is obligated to act responsibly and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investment officers shall notify the City Council in writing of any conflicts of

interest, as defined by the Act, no later than the next regularly scheduled Council meeting.

It is the policy of the City that the Investment Officers perform their duties in accordance with the policies and procedures set forth in this policy. The Investment Officers of the City shall be personally indemnified in the event of investment loss provided the Investment Policy is followed.

Internal Controls

The Investment officers shall establish a system of written internal controls which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

Permissible Instruments

The Act lists all possible authorized investments available to Texas public entities. The City shall invest only in those investments authorized below as such investments are further defined by the Act. If this policy provides for a lower stated maximum maturity or other more restrictive condition on an authorized investment that more restrictive requirement controls. If changes are made to the Act to allow for additional possible authorized investments, such investments will not be authorized by the City until this policy is modified and adopted by the City Council.

1. Obligations of the United States or its agencies or instrumentalities;
2. Direct obligations of the State of Texas or its agencies;
3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities;
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
5. Certificates of deposit issued by state and national depository institutions that have its main office or branch office in this state that are:
 - a. Guaranteed or insured by the Federal Deposit Insurance

Corporation, FSLIC or its successors; or

- b. Secured by obligations that are described by subdivisions (1) through (4) of this subsection, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities, and which have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;

- 6. Invest in a local government investment pool as authorized by the Interlocal Cooperation Act, as amended, and the Act, as amended. The investment pool must comply with the requirements of the Public Funds Investment Act, as amended, as follows:

- a. The investment pool maintains a stable asset value of one dollar as defined in the Act;
- b. The investment pool maintains a AAA, or AAAM rating by one of the nationally recognized rating agencies;
- c. The investment pool's maximum average dollar weighted maturity does not exceed 90 days; and
- d. The investment pool's continued compliance with the remaining provisions of the Act.
- e. The eligible investments of the pool are as follows: obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, and SEC registered money market funds authorized by the Act and rated in the highest category by at least one nationally recognized rating agency, reverse repurchase agreements with a term of no longer than 90 days.
- f. Include in its investment policy and/or operating procedures the following information: a description of eligible investment securities and unacceptable investments, a written statement on investment policy and objectives, a description of interest calculations, distribution, and treatment of gains and losses, security safeguarding, valuation collateralization and auditing, and a fee schedule.
- g. The City may invest in more than one pool, however no more than 5% of the City's total portfolio may be invested in pools

containing commercial paper.

7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract and a signed master repurchase agreement has been executed with the counterparty.
8. SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of \$1.00 per share. Investment in mutual funds shall be limited to a maximum of ten percent (10%) of the City's available funds.
9. Certificate of Deposit Account Registry Service (CDARS) deposited with a certificate of deposit issued by a depository institution that has its main office or branch office in this state that is selected by the investing entity pursuant to the requirements of Section 2256.010 of the Government Code.

The City is not required to liquidate an investment that was authorized at the time of its purchase.

Unacceptable Investment Instruments

The following securities, although authorized by the Public Funds Investment Act, are not eligible investments for the City:

1. Collateralized mortgage obligations and/or obligations of the following structure
 - a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
 - b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
 - d) collateralized mortgage obligations the interest rate of which

is determined by an index that adjusts opposite to the changes in a market index.

2. Commercial Paper (Exception: Local Government Investment Pools which the City participates may contain commercial paper in compliance with Title 10, sec. 2256.013 of the Texas government code)
3. Banker's acceptances
4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less)
5. No-load mutual funds other than SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of \$1.00 per share.
6. Guaranteed investment contracts
7. Share certificates of qualifying credit unions

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (2256.021). In accordance with Section (2256.005(b)), the Investment Officer shall monitor rating changes in current investments by keeping a monthly record of ratings issued by three nationally recognized rating agencies.

Investment Strategy

The investment strategy by type of fund is as follows:

(1) Operating Funds

The investment strategy for operating fund(s) is to assure that anticipated

cash flows are matched with adequate investment liquidity. A secondary objective is to create a portfolio, which will experience minimum volatility during economic cycles. These funds shall not have an investment with a stated maturity greater than two years and the weighted average maturity shall not exceed eighteen months.

(2) Debt Service Funds

The investment strategy for debt service fund(s) is the assurance of investment liquidity to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the corresponding debt service payment date. The weighted average maturity shall not exceed one year.

(3) Reserve Funds

The investment strategy for reserve fund(s) is the assurance of investment liquidity adequate to cover the debt service obligations not funded by debt service funds on the required payment date. Investment of reserve funds are controlled by their ordinance, resolution or indenture, and Federal and State law. Bond documents must be examined for each issue, for potential differences with this policy concerning investment instruments, maximum maturity or average life restrictions, call dates or sinking fund redemptions, and applicable arbitrage yields and rebate liability. Provisions contained in the bond documents will supersede provisions of this policy. Weighted average maturity shall be in compliance with bond requirements, as stated.

Reserve funds will be invested using a more conservative approach than the current standard investment strategy when arbitrage rebate rules require refunding excess earnings. All excess earnings received will be segregated to allow a proper determination of interest income to be used in the arbitrage calculation.

(4) Special Project or Special Purpose Funds

The investment strategy for special projects or special purpose fund portfolio(s) will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The city's final maturity dates of securities held shall not exceed the estimated project completion date. Funds in excess of defined construction payment schedules shall be limited to a maximum final maturity date of three years.

Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.

A. Diversification

The City will attempt to limit the risk of loss through diversification of its portfolio and to achieve the aforementioned investment strategies by diversification of instruments.

<u>Diversification by Instrument of Portfolio</u>	<u>Maximum Percent</u>
U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	75%
Certificates of Deposit (CD's) Commercial Bank's	75%
Local Government Investment Pool	75%
Local Government Investment Pool investing in commercial paper (compliant with Title 10, sec. 2256.013 of the Texas Local Government code)	5%
Certificate of Deposit Account Registry Service (CDARS)	75%
Tri-Party Repurchase Agreement	75%
SEC registered, no-load mutual fund	10%

Investment Procedures

The City shall enter the following agreements (if applicable): safekeeping, PSA repurchase agreements, wire transfer agreements, banking services contracts, and collateral/depository agreements. These contracts shall include the explicit delegation of authority to persons responsible for the transactions involving these agreements. No person except those designated in the contract may engage in any investment transactions.

On all funds invested in instruments as listed in "Permissible Investments" numbers one through five, oral bids shall be requested from at least two broker/dealers or national banks. The City will accept the bid that provides the highest rate of return within the maturity required and within the parameters of this policy. Records will be kept of the bids offered, bids accepted, and a brief explanation of the decision that was made regarding the investment.

Qualified Institutions

A list of financial institutions, broker/dealers, and depositories authorized to provide investment services will be maintained by the Investment Officer(s).

Certification: Section 2256.005(k) and (l) of the Act requires that any business organization offering to engage in an investment transaction with the City must be provided with a copy of this Investment Policy and Strategy and must provide the City with a written instrument (in a form acceptable to both parties) executed by a representative of the person or entity that substantially acknowledges that the person or entity has:

1. received and reviewed the City's Investment Policy and Strategy; and
2. implemented reasonable procedures and controls in an effort to preclude investment transactions with the City that are not authorized by the City's Investment Policy and Strategy.

Any material changes to the Investment Policy and Strategy will require re-certification by all authorized firms.

Security brokers/dealers: Annually, the City Council shall review and adopt a list of brokers/dealers for investment purposes as recommended by the Investment Officers.

All personnel working for the firms who will be trading or quoting securities to the City Council must maintain a current NASD license and be registered to deal securities in the State of Texas. Each broker/dealer shall provide the following documentation to the City Council for evaluation:

1. Annual audited financial reports
2. Financial Industry Regulatory Authority (FINRA) registration
3. Central Registration Depository Number (CRD)
4. The City broker/dealer questionnaire (Appendix A) and
5. Investment policy and strategy review certification (Appendix B) on the firm's letterhead signed by a principal of the firm

If the City contracts with a Registered Investment Advisor to manage its portfolio, the approved broker/dealer of that firm will be used, subject to approval by the City council.

Safekeeping

All marketable securities purchased by the City shall be held in third party safekeeping by an institution designated as primary agent. All securities will be delivered to the third party institution by seller. Personnel in the third party institution will verify the correct security was delivered by the seller ("delivery vs payment"). The third party institution shall issue a safekeeping receipt to the City listing the specific instrument, rate/yield, maturity, CUSIP, and other pertinent information. Collateral on deposit type securities which exceed the FDIC coverage shall be held in a third party safekeeping institution. In the event a third party safekeeping institution is used, a collateral agreement shall be executed between the City Council, depository which pledged the collateral, and the third party custodian of the collateral. The City will retain possession of all original safekeeping receipts and the receipts will state the security is pledged to the City. Either the City Manager, Chief Financial Officer or Accounting Manager must approve release of collateral in writing prior to its removal from the safekeeping account.

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City will have a written depository agreement with any financial institution with whom the City has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held. A qualified representative of the financial institution must sign the investment certification form (Appendix B) on the financial institutions letterhead and it must be kept on file with the City.

Collateral Securities for Certificates of Deposit and Demand Accounts

The City will accept as collateral for its Certificates of Deposit and demand accounts the following securities:

- A. FDIC coverage
- B. U.S. Treasury bills, notes and bonds
- C. United States Agency and instrumentalities bills or notes
- D. GNMA mortgage backed fully modified pass through securities
- E. Texas state, city, county or school bonds with a remaining maturity of seven years or less and a rating of "A" or better by Moody's, Fitch Ratings, and Standard and Poor's.
- F. Surety Bond
- G. Federal Home Loan Bank Letter of Credit issued to the City

Collateral shall be "marked to market" monthly by the Investment Officers. The following percentages constitute the minimum market value for collateral instruments that are pledged for the City's Certificates of Deposit and demand deposits for amounts exceeding the FDIC coverage.

<u>Pledged Collateral</u>	<u>Ratio</u>
1. U.S. Treasury bills, notes, and bonds	
a. maturing within 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	110%
2. Actively traded U.S. Government Agency securities	
a. maturing in less than 1 year	103%
b. maturing in 1-5 years	107%
c. maturing in more than 5 years	115%

3. GNMA mortgage pass through securities 115%

4. Entities in the State of Texas bonds

General Obligation Bonds

a. maturing in less than 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	107%

Revenue Bonds

a. maturing in less than 1 year	105%
b. maturing in 1-5 years	110%
c. maturing in more than 5 years	115%

Collateral shall be audited annually by the City's independent auditor and may be audited by the City at anytime during normal business hours of the safekeeping bank.

Arbitrage

The Tax Reform Act of 1986 places limitations on the City's yield from investing certain tax-exempt bond proceeds, debt service funds and reserve funds. The rebate provisions require that the City compute earnings on investments from certain issues of bonds on a periodic basis to determine if rebate is required.

To determine the City's arbitrage position, the City is required to calculate the actual yield earned on the investment of the funds and compare it to the yield that would have been earned if the funds had been invested at a rate equal to the yield on the applicable bonds sold by the City. The rebate provisions state that periodically (not less than once every five years and not later than sixty days after maturity of the bonds), the City is required to pay the United States Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

The investment strategy for bond funds which fall under the arbitrage provisions of the Tax Reform Act of 1986, is that the City will attempt to earn maximum allowable bond yield with market conditions permitting.

Reporting Requirements

The Investment officers shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter indicating the market values of all investments held during the quarter. The report shall list for each investment held during the quarter: the purchase price of the investment, the par value of the investment, the market value of the investment at the beginning of the quarter, market value of the investment at the end of the quarter, and fully accrued interest for the period. The portfolio shall be marked to market monthly and market pricing information is to be obtained through the use of appropriate external third party software, third party safekeeping service, or a third party independent pricing service. This report shall be in compliance with provisions of the Act, as amended. The report shall be signed by the investment officers and state its compliance with the Act and adopted investment policy strategy. The quarterly investment reports must be reviewed annually by the City's external audit firm as a part of the City's annual audit and reported to the City Council.

Training Requirements

In accordance with the Act (2256.005 and 2256.008), the Investment officers shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The investment officers shall complete ten hours of training every two years as required by the Act. This training may be obtained from the a source approved by the Texas State Board of Public Accountancy including North Central Texas Council of Governments, Government Treasurer's Organization of Texas, Government Finance Officers of Texas, Texas Municipal League and the University of North Texas Center for Professional Development. The training must include education in investment controls, security risks, strategy risks, market risks, and any other topics as required by the Act.

Review of Investment Policy

Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy and record in writing that it has reviewed the Policy and record any changes to either the policy or strategy. Updated council approved investment policies should be provided to the city's authorized firms including the city's depository, investment pools, investment advisors, brokers and dealers the same week council approves the policy. Any

changes to the Investment Policy will require re-certification by all authorized firms.

Restated and Revised Policy Adopted:

- July 17, 2018 – Resolution R-18 - 4285

Previous Policy Approval Council Meeting Dates:

- September 19, 2017 - Resolution R-17-4175
- September 6, 2016 - Resolution R-16-4029
- September 1, 2015 - Resolution R-15-3902

GLOSSARY

AGENCIES - Federal agency securities and/or Government-sponsored entities.

BENCHMARK – A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER – A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT – A time deposit with a specific maturity evidenced by a certificate. Large- denomination CD's are typically negotiable.

COLLATERAL – Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to

secure deposits of public monies.

DEALER – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT – Delivery versus payment is the delivery of a security and there is an exchange of money after the delivery of the security.

DISCOUNT SECURITIES – Non-interest bearing money market instruments that are being issued at a discount and redeemed at maturity for full face value, e.g. Treasury Bills.

DIVERSIFICATION – Dividing instruments among securities offering independent returns.

FEDERAL CREDIT AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions and individuals e.g. savings and loans, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) – A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB) – Government sponsored regional wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) – FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. It is a federal corporation and the largest single provider of residential mortgage funds in the United States. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations. Security holder is backed by the full faith and credit of the US Government.

LIQUIDITY – An asset that can be converted quickly and easily to cash.

LOCAL GOVERNMENT INVESTMENT POOL – An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET VALUE – The price at which a security is trading and could presumably be

purchased or sold.

MASTER REPURCHASE AGREEMENT – A written contract that establishes each party's rights in the transactions. A master agreement will specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY – The date upon which the principal or stated value of an investment becomes due and payable.

MUTUAL FUND – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange disclosure guidelines.

PORTFOLIO – Collection of securities held by an investor.

PRIMARY DEALER – A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to informal oversight.

PRUDENT PERSON RULE – An investment standard outlining fiduciary responsibilities of public funds investors relating to investment practices.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

REVERSE REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING – Holding of assets (e.g. securities) by a financial institution.

TREASURY BILLS – A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year. The yields on these bills are monitored closely for interest rate trends.

TREASURY BONDS – Long term US government debt securities with maturities of ten to thirty years.

TREASURY NOTES – Intermediate term US government debt securities with maturities of one to ten years.

YIELD – The current rate of return on an investment security generally expressed as a percentage of the securities current price.

2018 Proposed Investment Policy

CITY OF COLLEYVILLE BROKER/DEALER CERTIFICATION QUESTIONNAIRE

1. Name of Firm

2. Address

3. Telephone

National Number -

Local Number -

4. Primary Representative / Branch Manager

5. Is your firm a primary dealer in U.S. Government securities? If so, how long?

6. Identify all personnel who will be trading or quoting securities to our City's employees.

7. Identify which personnel have read the City of Colleyville's investment policy.

8. Please indicate the current licenses of your representative(s) and attach a copy of their registration.

Representative Name(s)

License(s)

9. Have any of your public sector clients ever reported to your firm, its officers or employees, orally or in writing, that they sustained a loss (in a single year) exceeding 10 percent of original purchase price on any individual security purchased through the firm?

10. Has your firm consistently complied with Federal Reserve Bank's capital adequacy guidelines?

As of this date, does your firm comply with the guidelines?

11. By what factor does your firm presently exceed the capital adequacy guidelines?

12. Please attach a sample of any confirmations or transactions reports that the City will receive after a transaction has occurred.

13. Does your firm participate in the S.I.P.C. insurance program? If not, what is the comparable alternative?

14. What percentage of your transactions failed last month? Last year?

15. Describe the precautions taken by your firm to protect the interests of the public when dealing with governmental agencies as investors.

16. Please attach a copy of your firm's most recent audited financial statements. (Condensed statements are acceptable)

Appendix B

(To be completed on your firm's letterhead)

Texas Public Funds Investment Act Certification by Business Organization

This certification is executed on behalf of the City of Colleyville, Texas ("the Investor"), and (name of firm) ("the Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Government Code) and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature

Name

Title

Date



City of Colleyville City Council Agenda Briefing

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

Agenda Number
Type Report
Department Finance

Agenda Date 07/17/2018

Number 5a

Title

Monthly Financial Report - June, 2018

Explanation

General Fund

As of June 30, 2018, the General fund earned \$21,866,723 in revenues and incurred \$16,282,825 in expenditures.

Ad Valorem taxes, franchise fees and sales taxes account for more than 84% of the General fund's budgeted revenues.

- **Ad Valorem Taxes:**

The city collected \$14,529,602 out of the \$14,322,575 budgeted for ad valorem taxes, including penalty and interest. The reported revenue is 6.74% above the revenue reported for the same period last year.

- **Franchise Fees Revenue:**

The city collected \$1,953,541 out of the \$2,070,000 budgeted for franchise fees. The reported revenue is 1.97% above the revenue reported for the same period last year.

- **Sales Tax Revenue:**

The city collected \$2,301,385 out of the \$3,800,000 budgeted sales tax revenue. The reported revenue is 3.74% above the revenue reported for the same period last year. The reported amount represents the Mixed Beverage Taxes and the sales taxes received to date.

Utility Fund

As of June 30, 2018, the utility fund earned \$10,746,622 in revenues and incurred \$8,138,246 in expenditures.

Water and wastewater sales account for more than 98% of the utility fund's budgeted revenues.

- **Water Sales:**

The city earned \$7,241,792 out of the \$11,195,957 budgeted for water sales. The reported revenue is 0.72% below the revenue reported for the same period last year.

- **Wastewater Sales:**

The city earned \$3,191,837 out of the \$4,024,060 budgeted for wastewater sales. The reported revenue is 10.82% above the revenue reported for the same period last year.

Debt Service Fund

As of June 30, 2018, the Debt service fund collected \$1,978,592 out of the budgeted revenues and transfers from other funds of \$1,854,412 and expended \$1,902,247 out of the budgeted expenditures of \$1,979,412.

Drainage Fees Fund

As of June 30, 2018, the Drainage fees fund spent \$526,370 out of its \$1,481,362 expense budget and earned \$766,232 in revenues which is 79.66% of the budgeted revenue of \$961,880.

City of Colleyville
General Fund Monthly Financial Report
As of 6/30/2018 - End of 75% of the Fiscal Year

GENERAL FUND		ACTIVITY	
	FY 2018	FY 2018 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2018	USED
Revenues	23,934,566	21,866,723	91.36%
Expenditures	23,694,811	16,282,825	68.72%
Revenues over expenditures	\$239,755	\$5,583,898	

GENERAL FUND		RECEIVED	PERCENT	AVERAGE ACTUAL	RECEIVED	PERCENT
REVENUE SOURCE	FY 2018	FY 2018 YTD	OF BUDGET	YTD BALANCE	FY 2017 YTD	CHANGE OVER
	BUDGET	AS OF	RECEIVED	AS A PERCENT OF	AS OF	PRIOR YEAR
		6/30/2018		YEAR END BAL	6/30/2017	
Current Taxes	14,242,575	14,404,061	101.13%	99.07%	\$13,536,482	6.41%
Delinquent Taxes	25,000	65,609	262.44%	75.22%	17,851	267.55%
Penalty & Interest	55,000	59,932	108.97%	75.57%	58,041	3.26%
TOTAL AD VALOREM TAXES	14,322,575	14,529,602	101.45%	98.88%	13,612,374	6.74%
Oncor Electric	885,000	890,388	100.61%	100.00%	889,222	0.13%
Tri-County Electric	100,000	105,858	105.86%	100.00%	101,311	4.49%
Atmos Gas	325,000	401,952	123.68%	100.00%	334,570	20.14%
AT&T	60,000	42,271	70.45%	75.66%	46,931	-9.93%
Verizon/Others	65,000	54,973	84.57%	76.27%	57,136	-3.79%
Refuse/Recycling	160,000	116,918	73.07%	75.45%	125,233	-6.64%
Cable TV	475,000	341,181	71.83%	74.72%	361,345	-5.58%
TOTAL FRANCHISE TAXES	2,070,000	1,953,541	94.37%	90.81%	1,915,747	1.97%
Sales Tax	3,700,000	2,214,148	59.84%	55.59%	2,132,585	3.82%
Mixed Beverage Tax	100,000	87,237	87.24%	74.02%	85,887	1.57%
TOTAL SALES TAXES	3,800,000	2,301,385	60.56%	56.14%	2,218,472	3.74%
Building	625,000	621,612	99.46%	74.16%	483,371	28.60%
Plumbing	72,000	48,648	67.57%	75.35%	42,865	13.49%
Mechanical	48,000	37,034	77.15%	72.08%	34,885	6.16%
Electrical	51,000	53,376	104.66%	74.78%	41,863	27.50%
City License	26,000	37,300	143.46%	79.48%	45,700	-18.38%
Building Plan Review Fee	88,000	77,397	87.95%	74.51%	77,684	-0.37%
New Business	7,400	5,200	70.27%	68.02%	5,510	-5.63%
Sign Permit	8,000	5,925	74.06%	76.07%	7,960	-25.57%
Fence Permit	15,000	11,626	77.51%	72.95%	14,600	-20.37%
Fire Permits	8,000	6,420	80.25%	77.78%	9,395	-31.67%
Irrigation Permit	20,000	11,187	55.94%	74.66%	18,800	-40.49%
TOTAL LICENSES & PERMITS	968,400	915,725	94.56%	74.26%	782,632	17.01%

GENERAL FUND - CONTINUED		RECEIVED		AVERAGE ACTUAL	RECEIVED	
REVENUE SOURCE	FY 2018 BUDGET	FY 2018 YTD AS OF 6/30/2018	PERCENT OF BUDGET RECEIVED	YTD BALANCE AS A PERCENT OF YEAR END BAL	FY 2017 YTD AS OF 6/30/2017	PERCENT CHANGE OVER PRIOR YEAR
Court Fines	850,000	478,154	56.25%	70.08%	\$580,641	-17.65%
Alarm Fees	53,000	40,518	76.45%	67.68%	38,745	4.58%
Library Fines	17,460	14,605	83.65%	71.37%	15,328	-4.72%
TOTAL FINES	920,460	533,277	57.94%	69.89%	634,714	-15.98%
Re-zoning	9,000	11,807	131.19%	70.80%	7,941	48.68%
Plat Fee/Site Plan/Landscaping Plan Fee	8,200	9,398	114.60%	71.20%	7,873	19.37%
Board of Adjustment	2,000	1,475	73.75%	61.90%	2,500	-41.00%
Sale of Material	100	268	267.95%	77.04%	21	1175.95%
Weed Mowing	7,000	2,920	41.71%	72.94%	13,538	-78.43%
Ambulance	320,000	264,367	82.61%	76.18%	232,570	13.67%
Recreation Program	193,500	202,515	104.66%	66.72%	167,845	20.66%
Credit Card Fee Revenue	-	10,900	0.00%		-	0.00%
Non-Resident Fee Parks	40,000	43,355	108.39%	99.53%	44,240	-2.00%
Field Use Charge	21,500	21,930	102.00%	94.06%	22,585	-2.90%
Engineering & Inspection	20,000	4,826	24.13%	60.66%	59,800	-91.93%
Material Testing	10,000	2,823	28.23%	82.86%	16,774	-83.17%
Colleyville Center Rental	240,000	142,901	59.54%	75.38%	176,518	-19.04%
Lot Drainage Insp Fee	15,000	15,875	105.83%	72.09%	13,250	19.81%
Transfer from Utility Fund	196,920	196,920	100.00%		-	0.00%
Transfer from TIF	210,377	210,377	100.00%		-	0.00%
TOTAL CHARGES FOR SERVICE	1,293,597	1,142,657	88.33%	46.72%	765,456	49.28%
SRO Officer Reimb	98,996	98,996	100.00%	100.00%	\$98,996	0.00%
Keller Court	260,538	130,269	50.00%	66.67%	179,601	-27.47%
TOTAL INTERGOVERNMENTAL	359,534	229,265	63.77%	75.89%	278,597	-17.71%
Sale of Surplus Property	5,000	34,396	687.93%	81.36%	-	0.00%
Interest Income	45,000	50,249	111.66%	49.42%	41,800	20.21%
Miscellaneous	60,000	50,525	84.21%	77.32%	59,027	-14.40%
Antenna Lease	90,000	84,251	93.61%	82.57%	84,804	-0.65%
Grant Proceeds	-	41,850	0.00%		-	0.00%
TOTAL MISCELLANEOUS	200,000	261,272	130.64%	70.72%	185,630	40.75%
TOTAL GENERAL FUND REVENUES	23,934,566	21,866,723	91.36%	83.20%	20,393,621	7.22%

	FY 2018 BUDGET	THROUGH 6/30/2018	THROUGH 6/30/2017	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
RESIDENTIAL BLDG PERMITS	115	131	103	28	27.18%
COMMERCIAL BLDG PERMITS	7	0	1	(1)	100.00%
CITATIONS ISSUED	10,500	5,171	5,606	(435)	-7.76%

GENERAL FUND EXPENDITURES		EXPENDED	PERCENT	PERCENT OF	EXPENDED
	FY 2018 BUDGET	THROUGH 6/30/2018	OF BUDGET EXPENDED	FISCAL YEAR COMPLETE	FY 2017 YTD AS OF 6/30/2017
Personnel services	15,048,648	10,466,871	69.55%	75.00%	10,136,101
Contractual Services	5,341,951	3,373,581	63.15%	75.00%	3,362,750
Supplies	1,275,506	420,151	32.94%	75.00%	653,878
Capital Outlay	14,000	7,516	53.69%	75.00%	41,947
Transfer to other fund	2,014,706	2,014,706	100.00%	75.00%	2,853,706
TOTAL EXPENDITURES	23,694,811	16,282,825	68.72%	75.00%	17,048,382

City of Colleyville
Utility Fund Monthly Financial Report
As of 6/30/2018 - End of 75% of the Fiscal Year

UTILITY FUND		ACTIVITY	
	FY 2018	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2018	USED
Revenues	15,540,017	10,746,622	69.15%
Expenditures	15,526,542	8,138,246	52.42%
Revenues over expenditures	\$13,475	2,608,376	

UTILITY FUND		RECEIVED	PERCENT	AVERAGE ACTUAL	RECEIVED	EXPENDED
REVENUE SOURCE	FY 2018	AS OF	OF BUDGET	YTD BALANCE	AS OF	CHANGE OVER
	BUDGET	6/30/2018	RECEIVED	AS A PERCENT OF	6/30/2017	PRIOR YEAR
				YEAR END BAL		
Water Sales	11,195,957	7,241,792	64.68%	57.60%	7,293,963	-0.72%
Sewer Sales	4,024,060	3,191,837	79.32%	74.85%	2,880,225	10.82%
Sewer Installation	15,000	12,400	82.67%	70.50%	10,500	18.10%
Water Installation	42,000	35,330	84.12%	73.22%	25,550	38.28%
Engineering Charges	5,000	11,542	230.84%	87.06%	24,071	-52.05%
Penalties	200,000	157,043	78.52%	71.19%	166,353	-5.60%
Sale of Material	-	7,008	0.00%	99.09%	3,137	123.40%
Miscellaneous	13,000	17,281	132.93%	69.30%	32,045	-46.07%
TOTAL OPERATING INCOME	15,495,017	10,674,233	68.89%	62.27%	10,435,843	2.28%
Sale of Surplus Property	-	8,418	0.00%	100.00%	-	0.00%
Interest Income	45,000	63,971	142.16%	56.47%	50,363	27.02%
TOTAL NON-OPERATING INCOME	45,000	72,389	160.86%	69.98%	50,363	43.73%
TOTAL INCOME	15,540,017	10,746,622	69.15%	62.39%	10,486,206	2.48%

	THROUGH	THROUGH	TOTAL	PERCENT
	6/30/2018	6/30/2017	INCREASE	INCREASE
			(DECREASE)	(DECREASE)
GALLONS OF WATER SOLD	1,500,670,900	1,495,890,700	4,780,200	0.32%
NUMBER OF WATER CUSTOMERS	10,126	9,960	166	1.67%

UTILITY FUND EXPENSES		EXPENDED	PERCENT	PERCENT OF	BUDGET	EXPENDED
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING	FY 2017 YTD
	BUDGET	6/30/2018	EXPENDED	COMPLETE		AS OF
						6/30/2017
Personnel Services	1,983,307	1,341,333	67.63%	75.00%	641,974	1,174,793
Contractual services*	12,717,635	6,196,171	48.72%	75.00%	6,521,464	6,804,498
Supplies	245,969	110,376	44.87%	75.00%	135,593	123,384
Debt Service	157,325	156,913	99.74%	75.00%	413	356,863
Capital Outlay	100,000	11,147	11.15%	75.00%	88,853	20,871
Transfers to other funds**	322,306	322,306	100.00%	75.00%	-	7,034,262
TOTAL EXPENSES	15,526,542	8,138,246	52.42%	75.00%	7,388,297	15,514,671

Notes: Budgeted transfers of \$322,306 as follows: \$44,286 for an internal loan for vector truck; \$81,100 for Vehicle and Equipment Replacement Fund; \$196,920 for 12.4% payment to General Fund for internal service personnel.

* Includes \$1,713,953 in settle up refunds from TRA (\$1,688,008 for water and \$25,945 for sewer)

City of Colleyville
Debt Service Fund Monthly Financial Report
As of 6/30/2018 - End of 75% of the Fiscal Year

DEBT SERVICE FUND		ACTIVITY	
	FY 2018	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2018	USED
Revenues	1,854,412	1,978,592	106.70%
Expenditures	1,979,412	1,902,247	96.10%
Revenues over expenditures	(125,000)	76,345	
Budgeted use of fund balance	125,000		
Revenues & use of fund balance over expenditures	-	76,345	

DEBT SERVICE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2017 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		6/30/2018	RECEIVED	YEAR END BAL	6/30/2017	PRIOR YEAR
Current taxes	683,367	812,918	118.96%	99.05%	724,199	12.25%
Delinquent taxes	5,000	5,052	101.04%	75.18%	1,232	310.02%
Penalty & interest	5,000	4,209	84.18%	76.81%	3,338	26.11%
Interest Income	5,000	367	7.34%	67.69%	5,858	-93.73%
TOTAL AD VALOREM TAX & INTEREST	698,367	822,546	117.78%	98.71%	734,626	11.97%
Transfer from CCPD	501,845	501,846	100.00%	100.00%	503,862	-0.40%
Transfer from TIF*	654,200	654,200	100.00%	100.00%	-	0.00%
TOTAL TRANSFERS	1,156,045	1,156,046	100.00%	100.00%	503,862	129.44%
Use of Fund Balance	125,000	-	0.00%	0.00%	-	0.00%
Bond proceeds & Premium		-	0.00%	0.00%	-	0.00%
TOTAL REVENUE & USE OF FUND BAL	1,979,412	1,978,592	99.96%	99.17%	1,238,488	59.76%

DEBT SERVICE FUND		EXPENDED		PERCENT OF		EXPENDED
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	BUDGET	FY 2017 YTD
	BUDGET	6/30/2018	EXPENDED	COMPLETE	REMAINING	AS OF
						6/30/2017
Bond & Interest Payments	1,639,088	1,559,435	95.14%	75.00%	79,653	1,534,708
Leases (Fire Engine & Ambulance)	340,324	342,812	100.73%	75.00%	(2,488)	335,654
TOTAL EXPENSES	1,979,412	1,902,247	96.10%	75.00%	77,165	1,870,363

*Transfer takes place at the balance sheet level for the principal portion of the debt without affecting the income statement accounts.

City of Colleyville
Drainage Fee Fund Monthly Financial Report
As of 6/30/2018 - End of 75% of the Fiscal Year

DRAINAGE FEE FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2018	USED
Revenues	961,880	766,232	79.66%
Expenditures	1,481,362	526,370	35.53%
Revenues over expenditures	(519,482)	239,863	
Budgeted use of fund balance	519,482		
Revenues & use of fund balance over expenditures	-	239,863	

DRAINAGE FEE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		6/30/2018	RECEIVED	YEAR END BAL	6/30/2017	PRIOR YEAR
Drainage Revenues	950,880	739,269	77.75%	74.81%	726,797	1.72%
Other revenues (Interest, penalty,...)	11,000	26,963	245.12%	73.35%	6,226	333.07%
TOTAL REVENUES	961,880	766,232	79.66%	74.79%	733,023	4.53%

DRAINAGE FEE FUND		EXPENDED	PERCENT	PERCENT OF		EXPENDED
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	BUDGET	FY 2017 YTD
	BUDGET	6/30/2018	EXPENDED	COMPLETE	REMAINING	AS OF
						6/30/2017
Personnel Services	424,005	297,457	70.15%	75.00%	126,548	258,939
Contractual Services	134,826	55,655	41.28%	75.00%	79,171	52,508
Supplies	47,957	33,455	69.76%	75.00%	14,502	13,703
Debt Service	124,574	120,771	96.95%	75.00%	3,803	123,634
Transfers to other funds	750,000	19,032	2.54%	75.00%	730,969	19,032
TOTAL EXPENSES	1,481,362	526,370	35.53%	75.00%	954,993	467,816



Agenda Item - Reports

Monthly Financial Report June 2018

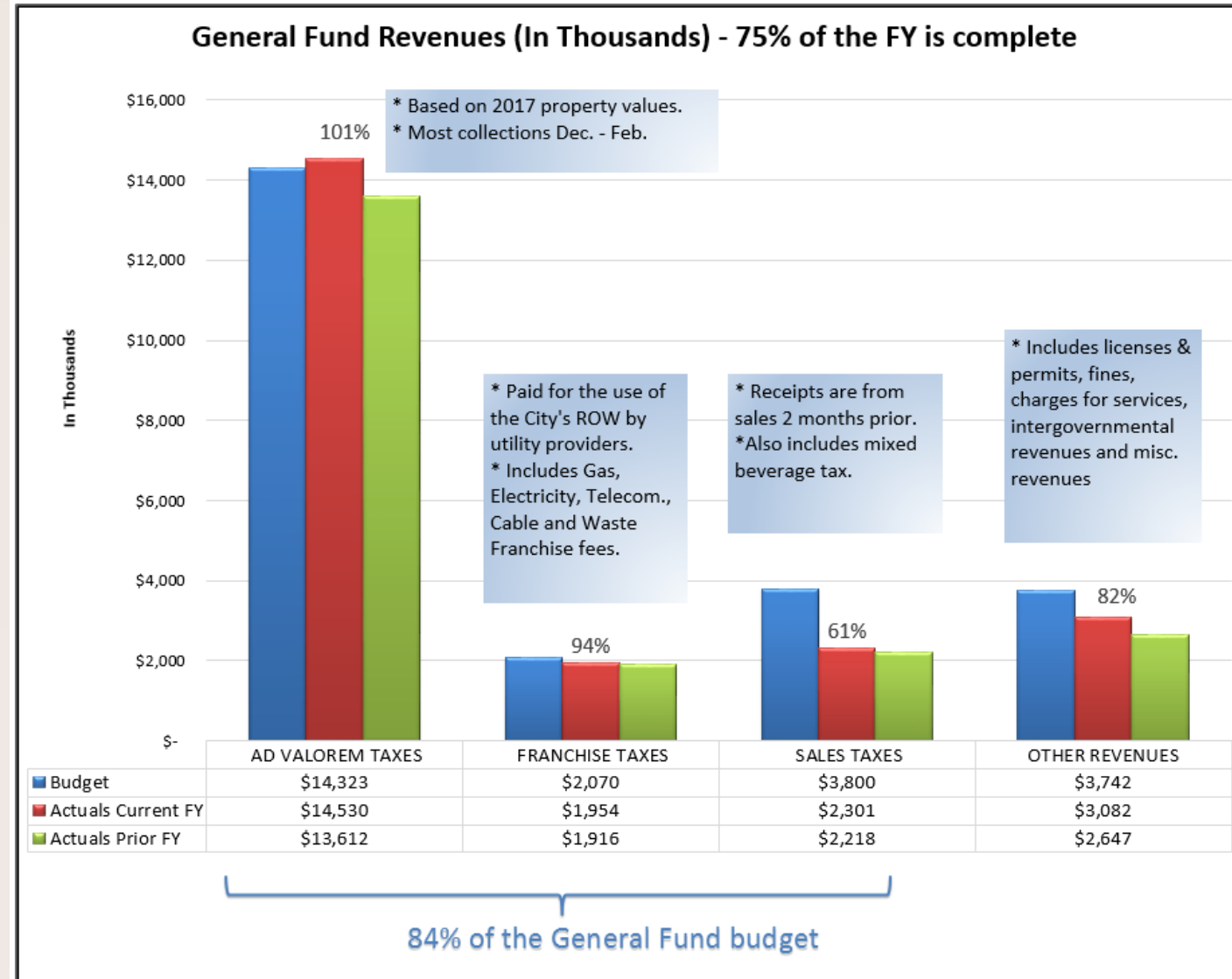
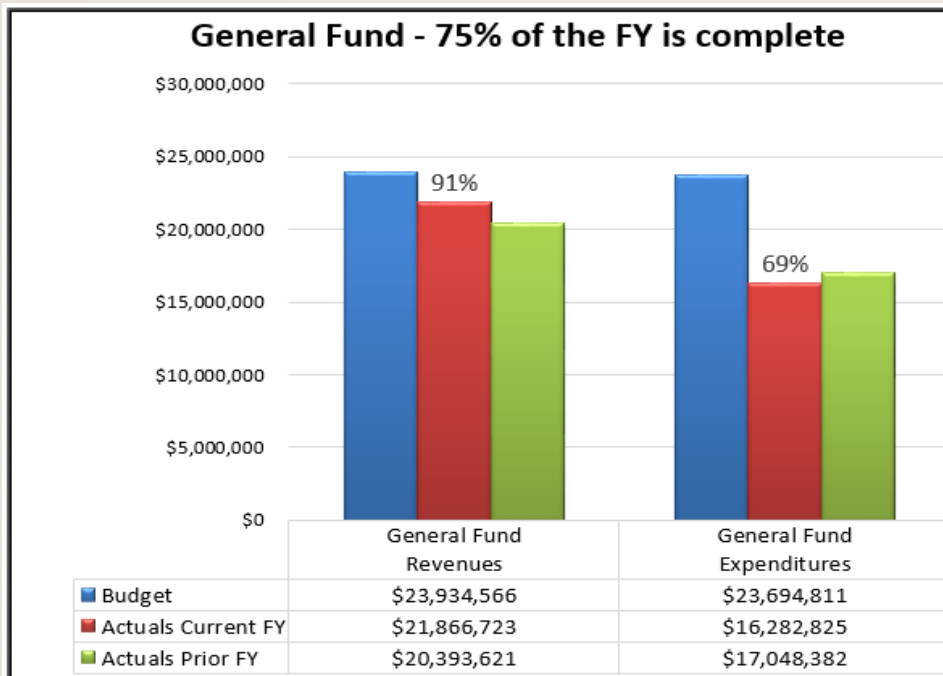
City Council Meeting
July 17, 2018

General Fund



Highlights:

- Total revenues: Up 7.22%
 - 1 cent sales tax: Up 3.82%
 - Ambulance revenues: Up 13.67%
 - Recreation program revenues: Up 20.66%
 - Licenses & permits revenues: Up 17.01%
- Expenditures on track with budget

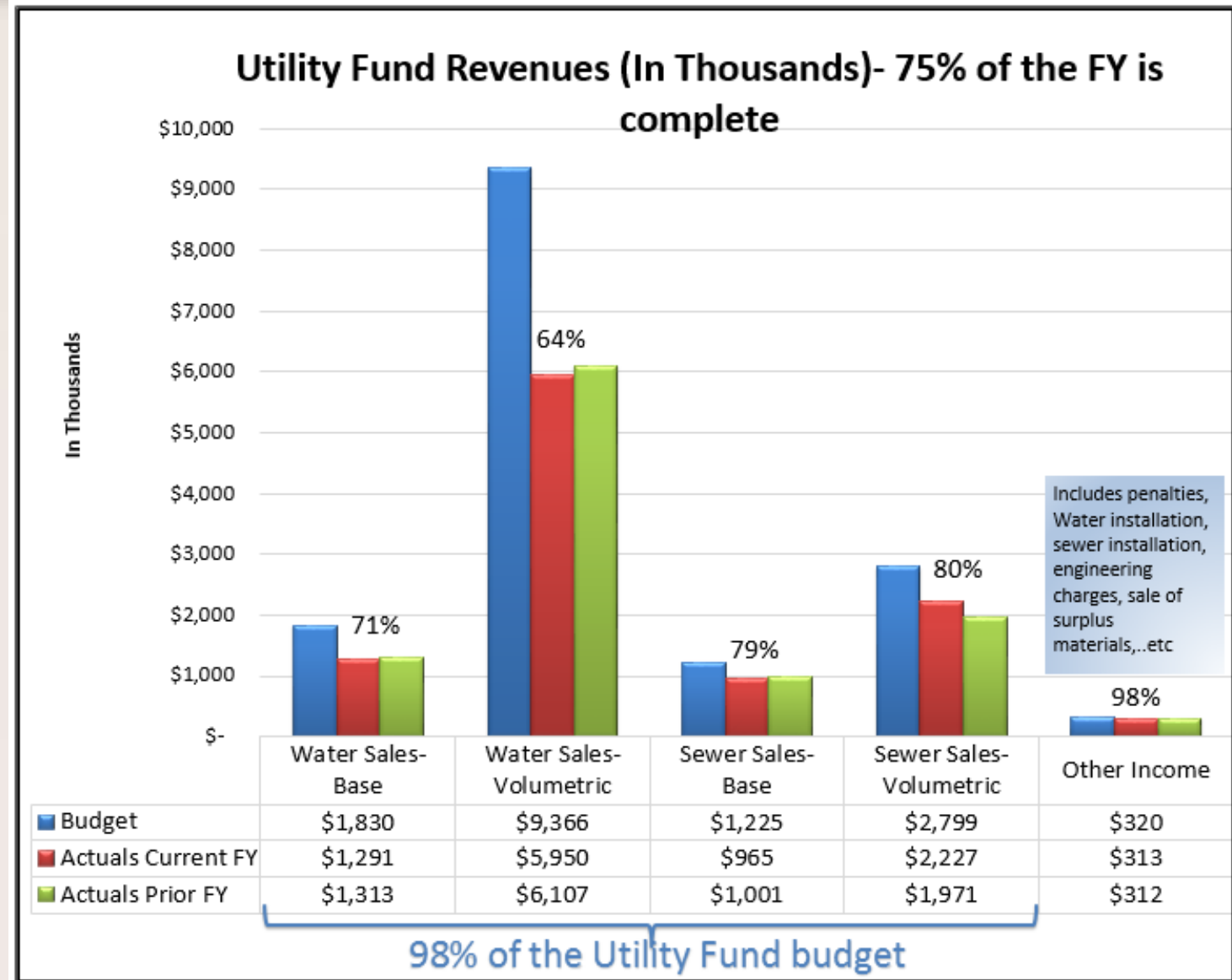
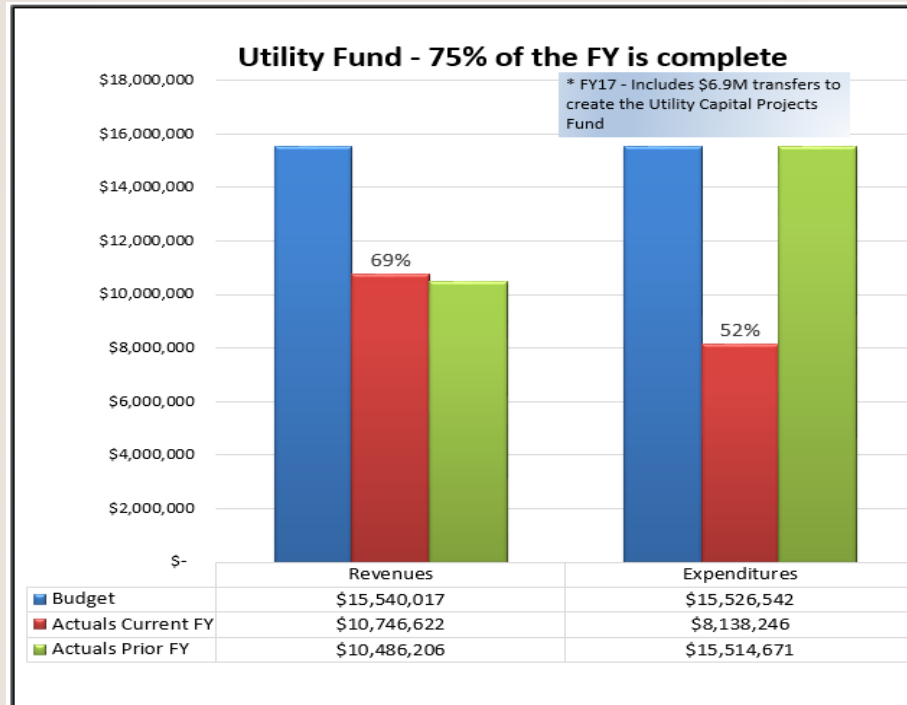


Utility Fund



Highlights:

- Total revenues: Up 2.48%
- Number of customers: Up 1.67%
- 2017 TRA true up received: \$1.7M
- Revenues are tracking as expected → summer irrigation drives more costs and revenue than non-peak months

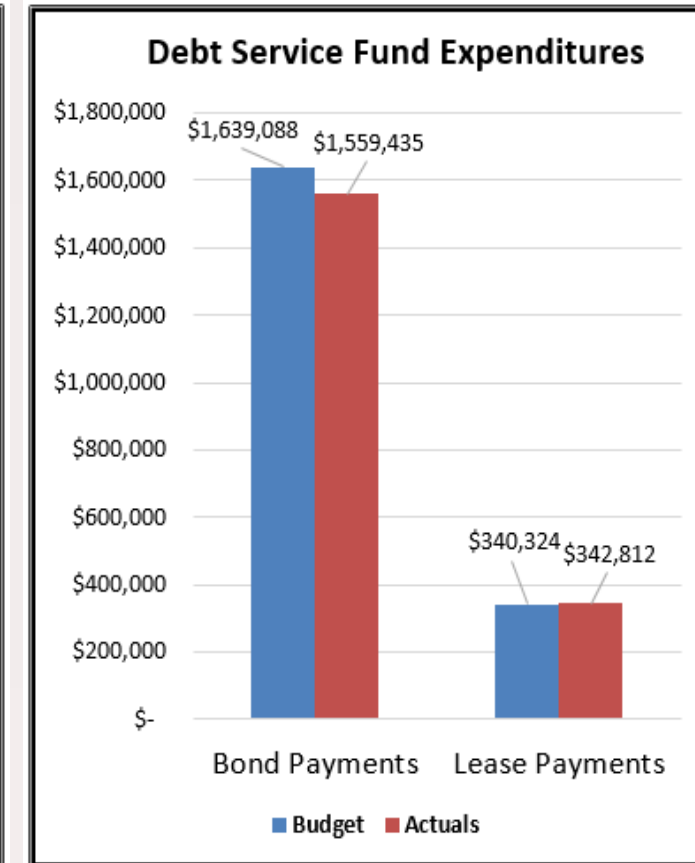
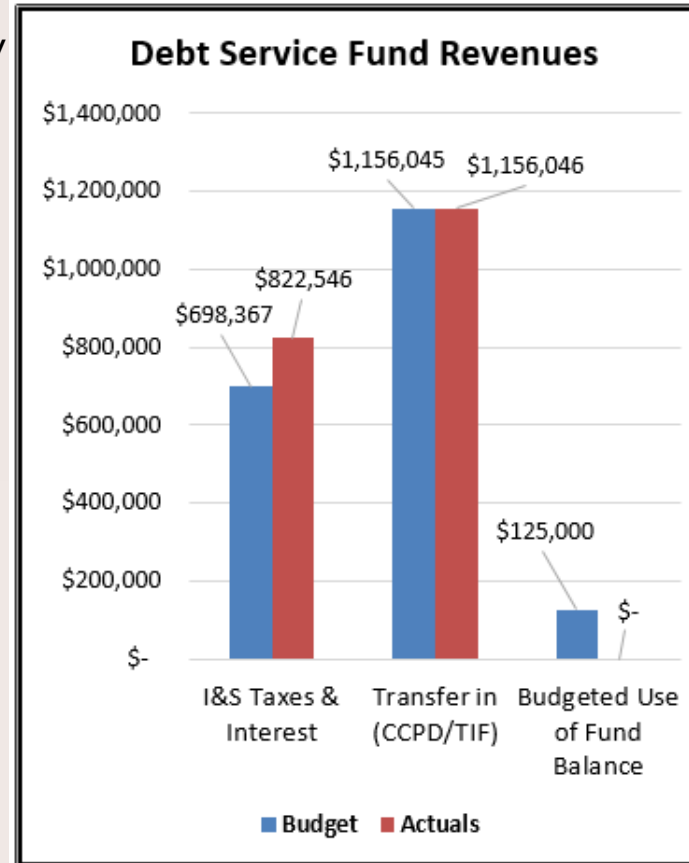
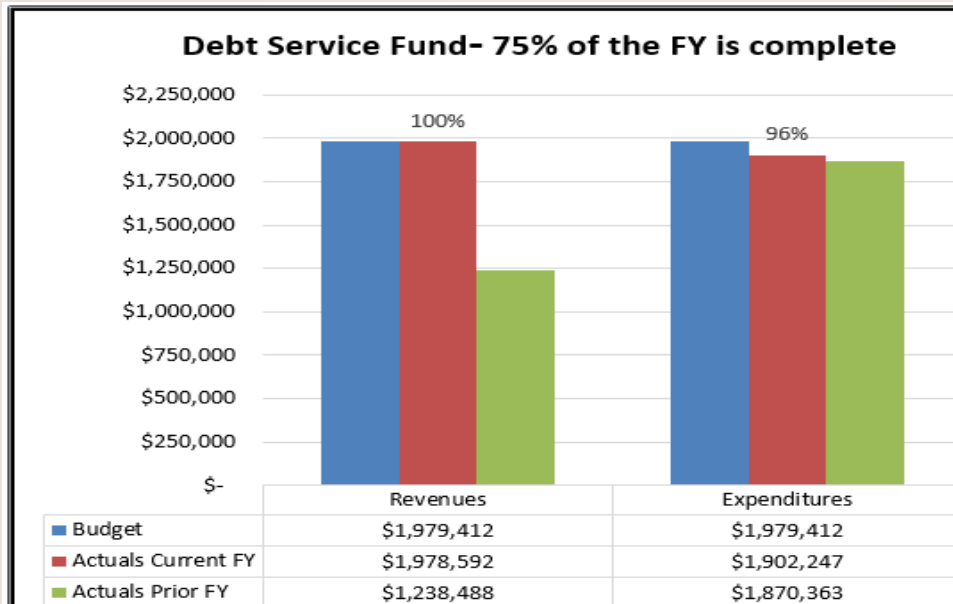


Debt Service Fund



Highlights:

- YTD revenues are \$76,345K over expenditures
- Budgeted use of Fund Balance likely not necessary
- Bond payments:
 - February principal & interest payment made
 - August interest payment remaining
- Lease-purchase payments:
 - Fire engine payment made
 - Ambulance payment made in May

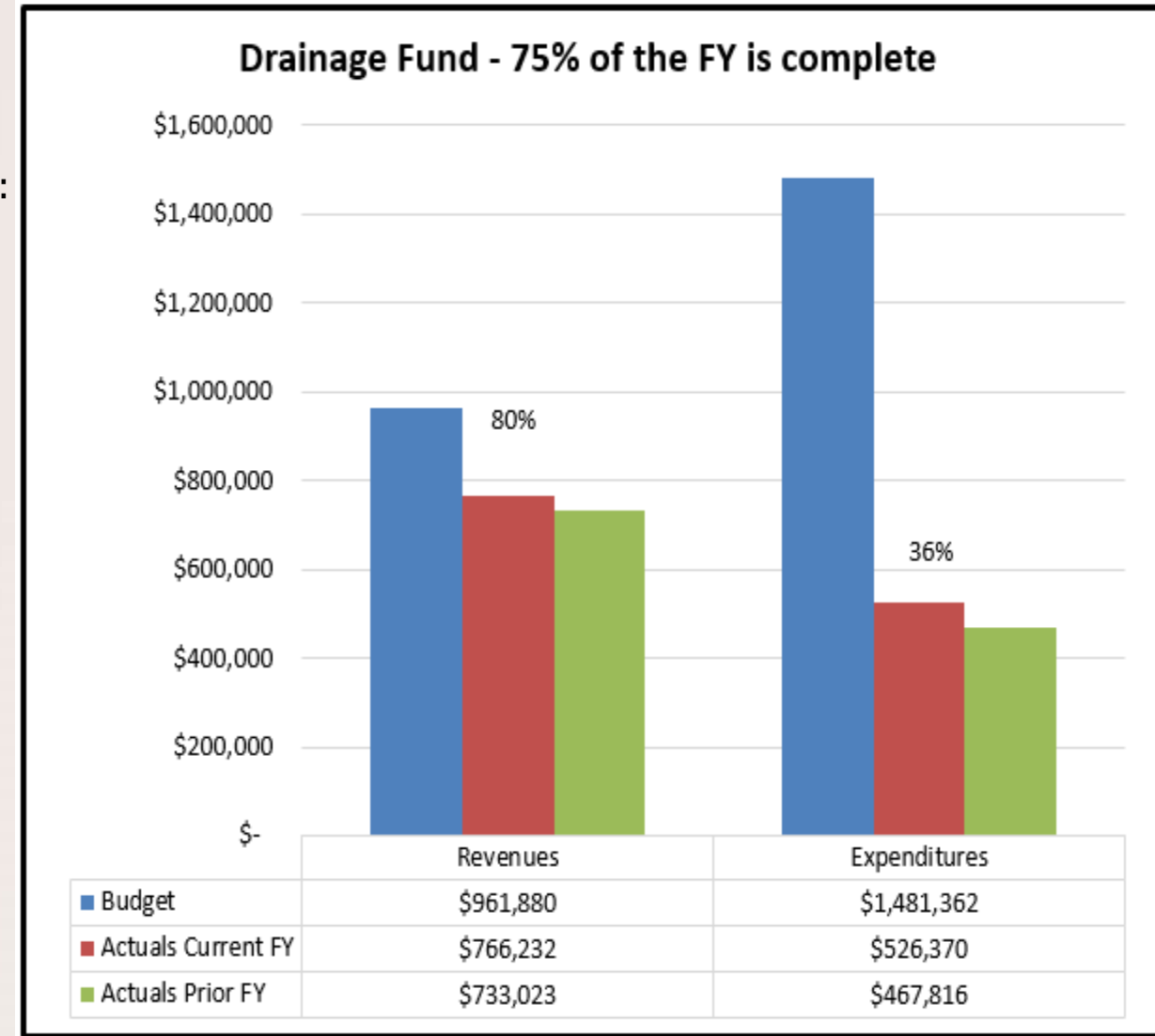
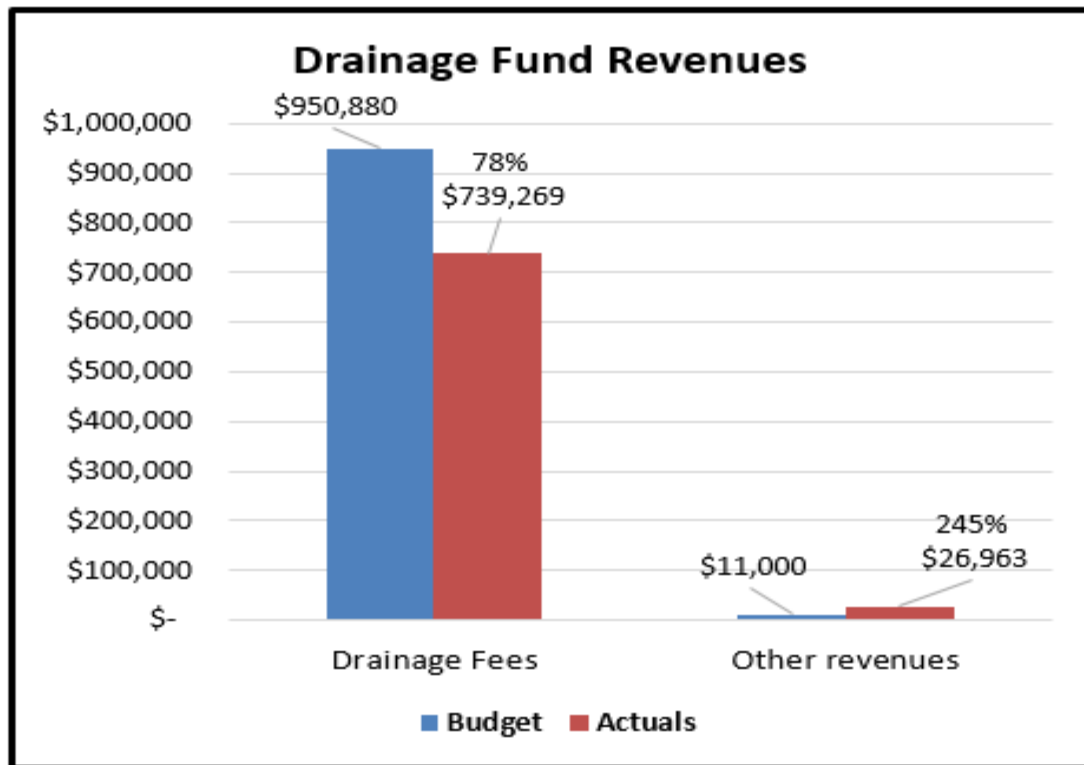


Drainage Fund



Highlights:

- YTD revenues are \$240K over expenditures
- Drainage fee revenues: Up 1.72%
- Expenditures YTD are low due to remaining major expenses:
 - \$500,000 Drainage Master Plan
 - \$250,000 Street sweeper replacement





City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 07/17/2018

Number Ordinance O-18-2050

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premise Consumption on Lot 1R1, Block 1, of the Market Addition, located at 5005 Colleyville Boulevard, Suite 240, Case ZC18-015

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the July 2, 2018 City Council meeting.

First Reading and Public Hearing

Chalermwong Sukpanishakul, of NAPA Restaurant, has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise consumption at 5005 Colleyville Boulevard, Suite 240. The subject property was previously occupied by Sai Thai & Asian Bistro. Alcoholic beverage sales for on-premise consumption are allowed in the CC-1-Village Retail district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned CC-1 Village Retail district and generally located on the east side of Colleyville Boulevard, north of Old Glade Road. The subject property is a platted lot and currently developed with a multi-tenant commercial building. Suite 240, the proposed location of NAPA Restaurant, was previously occupied by a restaurant known as Sai Thai & Asian Bistro which was granted approval of an SUP for the sale of alcoholic beverages for on-premise consumption by Ordinance O-17-2007. However, the SUP expired upon the change of ownership and renaming of the restaurant.

Proposed Special Use Permit:

Request – The applicant is requesting approval of an SUP to allow alcoholic beverage sales for on-premise consumption in conjunction with a new restaurant. The applicant is requesting to sell and serve alcohol as part of the NAPA Restaurant menu and proposes the following hours of operation as a component to the SUP request:

Sunday - Saturday: 11:00 a.m. –10:00 p.m.

Ordinance – There are four components of procedure a business must complete to sell

and serve alcohol for on-premise consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for alcohol sales (on-premise consumption) (2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval, (3) submission of completed TABC License paperwork to the TABC, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

- Section 3.25 of the Land Development Code states that an SUP is to "allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood." SUPs automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.
- Section 6-3 of the Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet from a church, school, or public hospital. The distance is measured from property line to property line for schools, and from front door to front door along the street front property lines for churches and hospitals.
- Section 6-5 of the Code of Ordinances which states that the restaurant's alcohol sales must be incidental and secondary to the sale of food for human consumption (further clarified in the Code as non-alcohol and food sales must comprise at least 60 percent of gross receipts).

Analysis: The requested SUP is consistent with previously approved SUPs on the subject property and is permitted by the Land Development Code with City Council approval. The applicant proposes to operate the business in a similar manner to the previous restaurant at this location. The requested location is in compliance with the distance requirements of the Code of Ordinances, and the applicant is proposing to comply with the 60/40 incidental sales requirements as stated above. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Surrounding Development: The properties to the north, south, east and west are zoned CC-1-Village Retail district and developed with commercial buildings. One property to the northeast is zoned R-20 Single Family Residential and developed with one single family home.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property as located within the Central Sector of the Colleyville

Boulevard Corridor. This area has been identified as having the greatest potential to become a true center of activity by tying together major commercial and entertainment centers along the Corridor.

Public Notification: Staff mailed notices to all property owners within 500 feet, as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, one correspondence has been received in opposition.

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) to authorize the sale of alcoholic beverages for on-premise consumption for the NAPA Restaurant at 5005 Colleyville Boulevard, Suite 240. The proposed business is consistent with the previous uses on the subject property and should not adversely impact surrounding uses.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their June 11, 2018 meeting by a vote of 5-0.

Financial Impact

There is no financial impact for this item.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Floor Plan
6. Notification Map
7. Notification List
8. Property Owner Notification Letter
9. Letter of Opposition
10. Ordinance O-18-2050

Aerial Map



ZC18-015

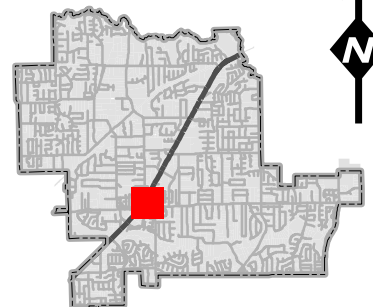
5005 Colleyville Boulevard, Suite 240

DISCLAIMER:

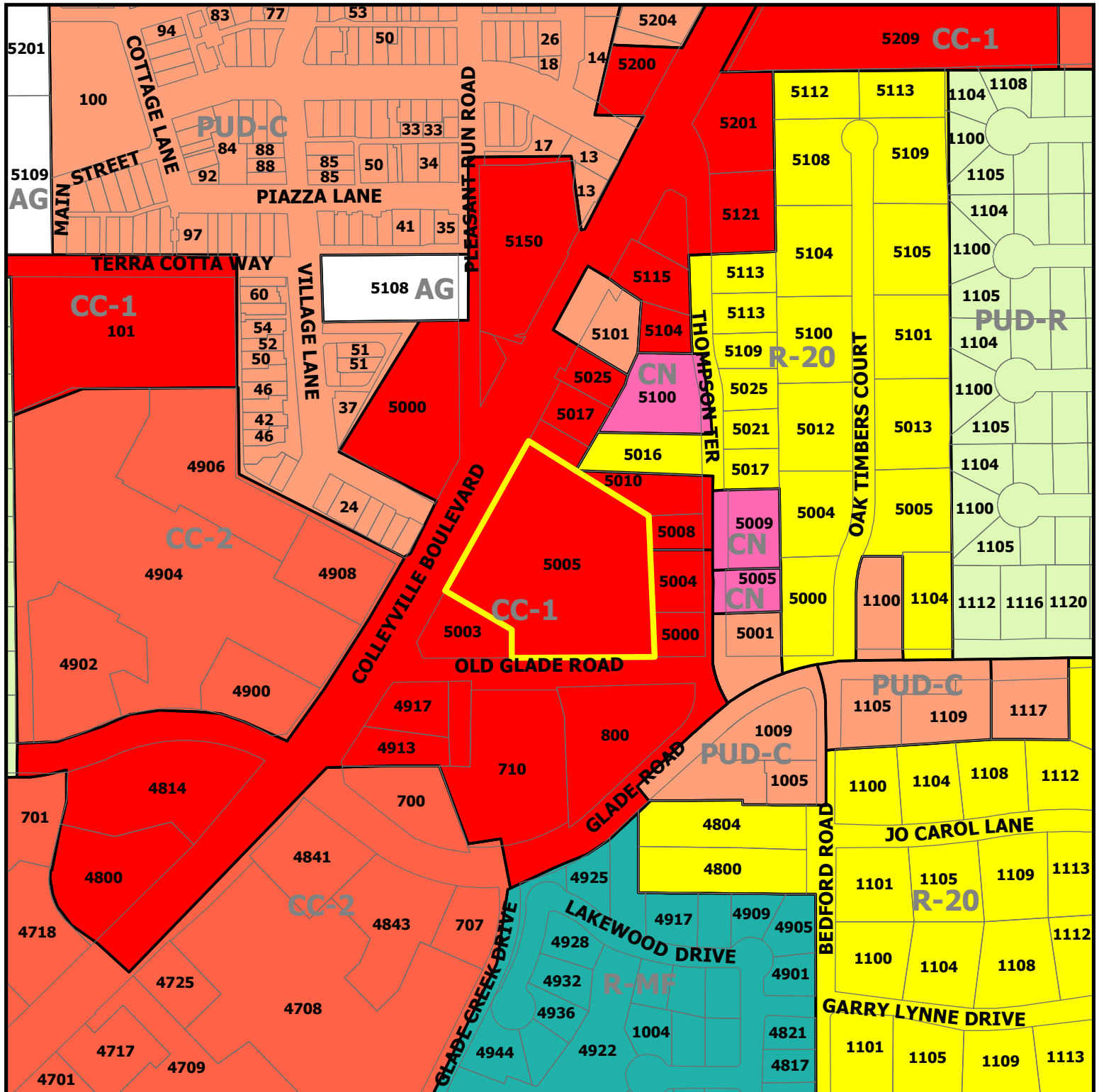
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.



Subject Property



Zoning Map



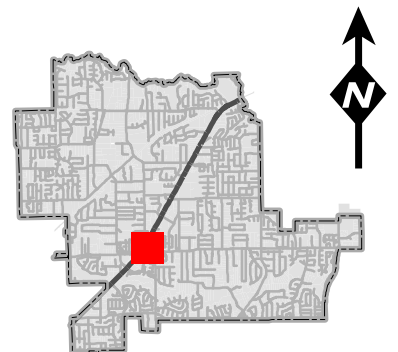
ZC18-015



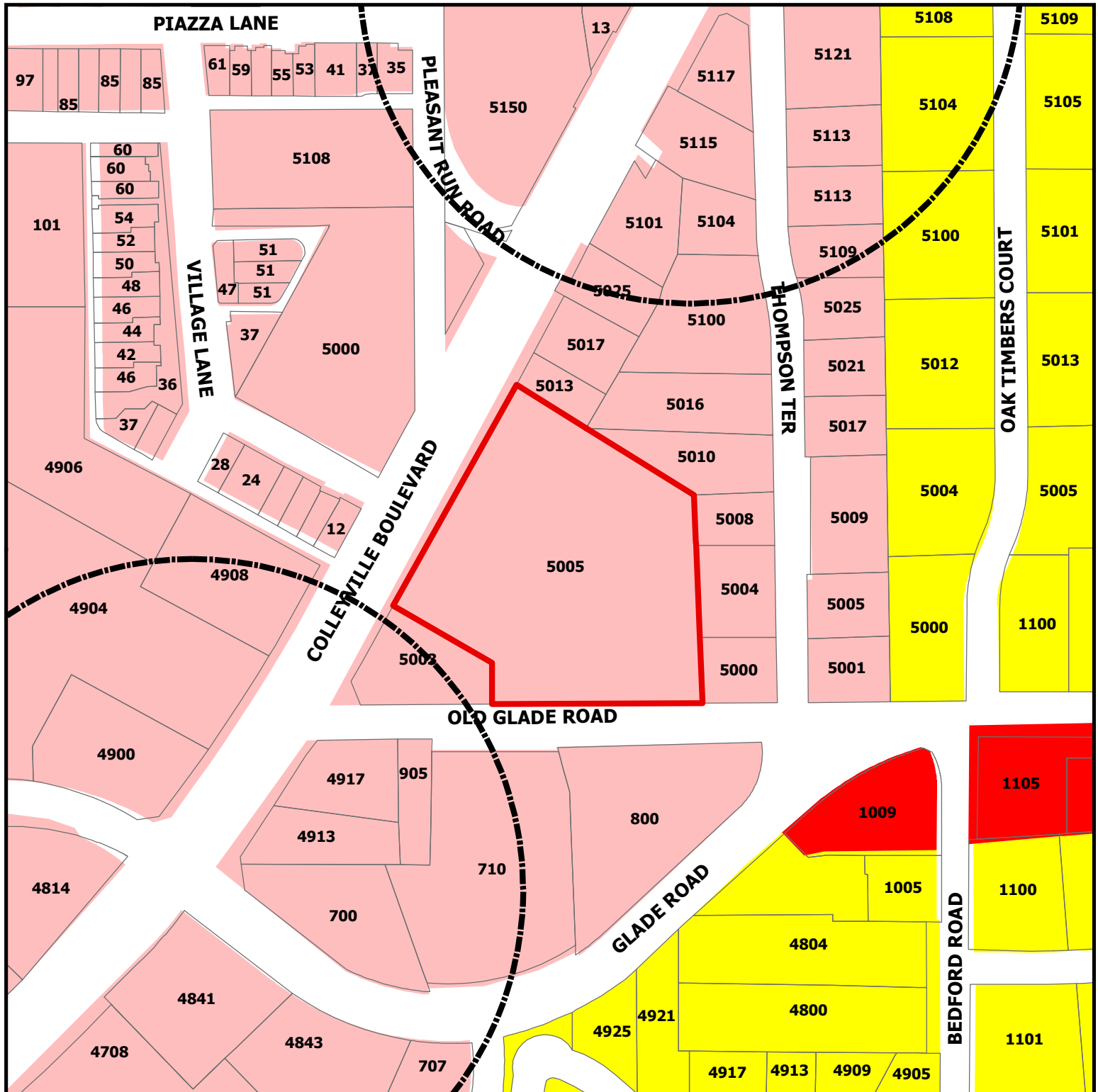
5005 Colleyville Boulevard, Suite 240

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 Subject Property



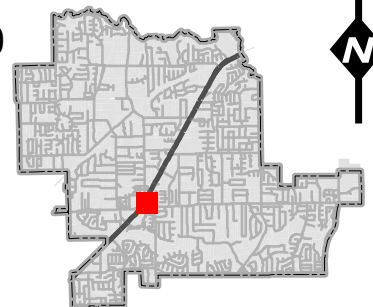
Future Land Use Map



ZC18-015

5005 Colleyville Boulevard, Suite 240

- Subject Property
- Sales Tax Preferred Intersection
- Residential
- Commercial
- Colleyville Blvd Corridor



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Statement of Planning Objectives

NAPA Restaurant

Thai Asian Cuisine

5005 Colleyville Blvd Suite 240, Colleyville TX 76034

March 22, 2018

To whom it may concern,

My name is Chalermwong Sukpanishakul. I am currently the owner of Thai restaurant in Denton, Texas. I've recently acquired the restaurant space at [5005 Colleyville Blvd Suite 240, Colleyville TX](#). The space was formerly Thai & Asian restaurant with a full bar that sell alcohols called "Sai" owned by the well-known Chef Eddy. I am, however, planning to open a neighborhood Thai/Asian restaurant called "NAPA Thai Asian Cuisine" and will also sell alcohols on premise only. The operating hours will be from 11am to 10pm daily. I am asking for your consideration for a Special Use Permit in order for me to get TABC License before I can officially reopen the restaurant. I am very excited to be a part of Colleyville business community. Please do not hesitate to contact me for any other information. My contact number is **(940) 594-7568**. Thank you for your time and consideration.

Sincerely Yours,

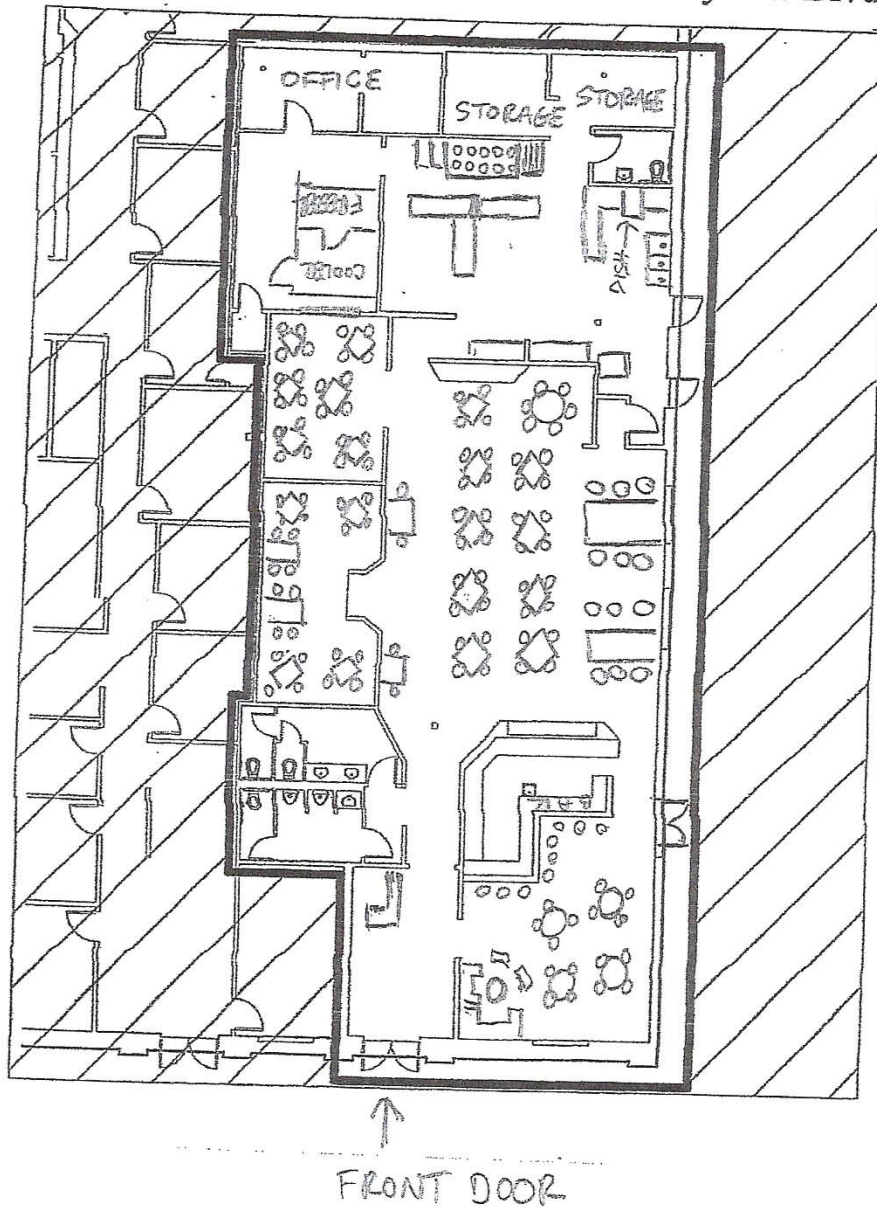
Chalermwong Sukpanishakul (aka FIRST)

Floor Plan

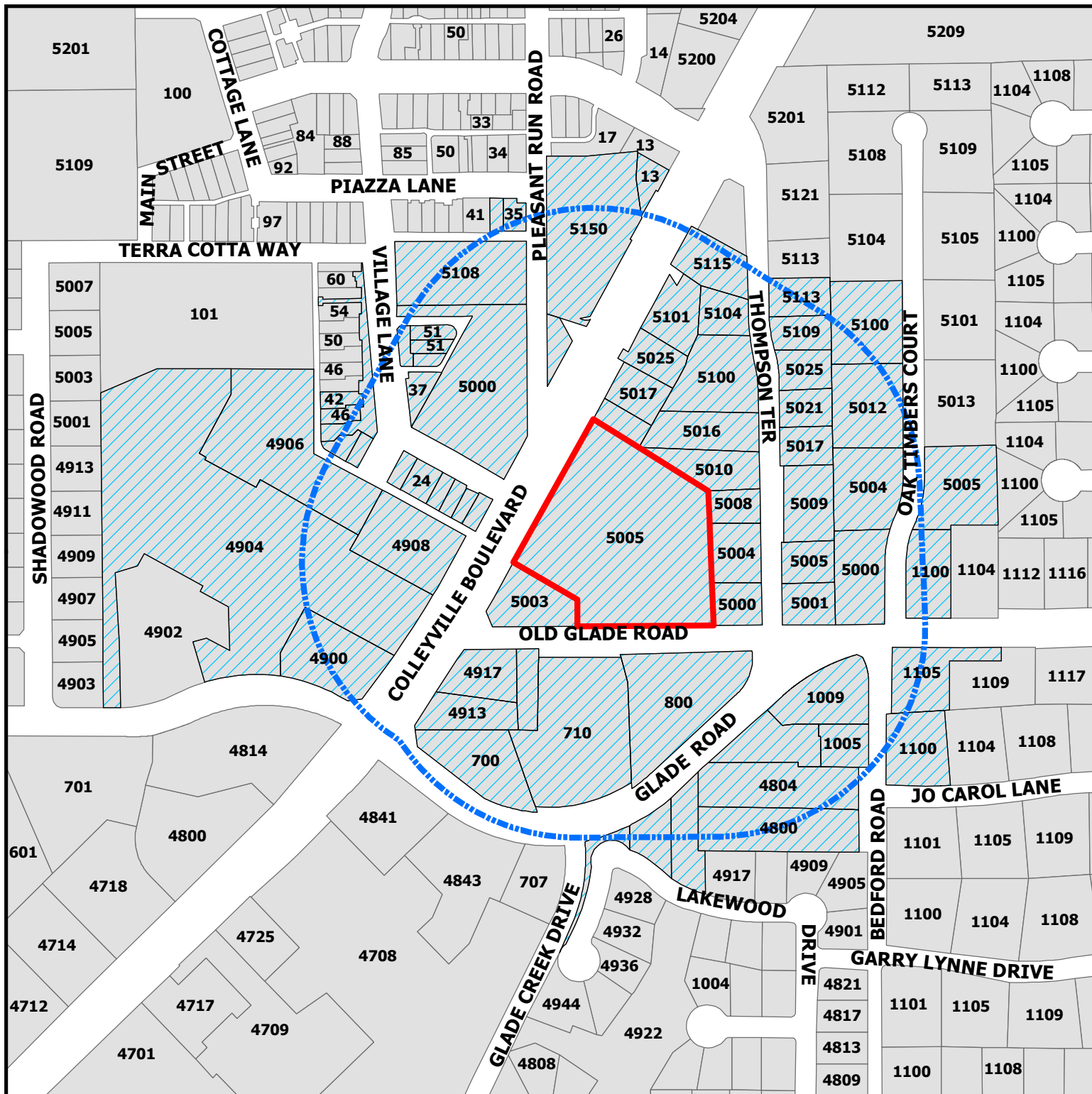
EXHIBIT A-1

FLOOR PLAN OF PREMISES

4540 sq/ft Restaurant Space - 5005 Colleyville Blvd



Notification Map



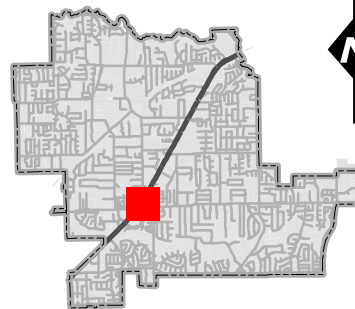
ZC18-015

5005 Colleyville Boulevard, Suite 240

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-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
HOA - LAKEWOOD ESTATES	6707 BRENTWOOD STR RD	FORT WORTH, TX	76112	4921 LAKEWOOD DR
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4900 COLLEYVILLE BLVD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5100 COLLEYVILLE BLVD
DUIC, KIMBERLY	37 PIAZZA LN	COLLEYVILLE, TX	76034	37 PIAZZA LN
SIDES, JOSEPH D	2911 COMPTON RD	NASHVILLE, TN	37215	5109 THOMPSON TERR
SIDES, JOSEPH D	2911 COMPTON RD	NASHVILLE, TN	37215	5113 THOMPSON TERR
GLADE RD CAPITAL LLC	PO BOX 1821	COLLEYVILLE, TX	76034	1005 VILLAGE PARK DR
BUCHWALD, RUDOLPH W	1309 ASHFORD CT	COLLEYVILLE, TX	76034	5025 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4908 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4906 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	12 VILLAGE LN
O'BRIEN, PETE	609 CHEEK SPARGER RD STE 120	COLLEYVILLE, TX	76034	5004 THOMPSON TERR
BUCHANAN LUBBOCK PROPERTIES	3410 LAKE CREEK TR	MANSFIELD, TX	76063	51 VILLAGE LN
BUCHANAN LUBBOCK PROPERTIES	3410 LAKE CREEK TR	MANSFIELD, TX	76063	51 VILLAGE LN
BREWER, GLADYS L	5012 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5012 OAK TIMBERS CT
MCNOSKY, ANTHONY T	5108 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5108 PLEASANT RUN RD
BUCHANAN LUBBOCK PROPERTIES	3410 LAKE CREEK TR	MANSFIELD, TX	76063	51 VILLAGE LN
QUENICHET, JOHN WAYNE	5005 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5005 OAK TIMBERS CT
GLADE ROAD CAPITAL LLC	PO BOX 1821	COLLEYVILLE, TX	76034	1009 GLADE RD
BOJKU, AFRIM	5309 COLLYVILLE BLVD	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
Y2KITCHEN PROPERTIES LLC	4500 DARTMOORE LN	COLLEYVILLE, TX	76034	5003 COLLEYVILLE BLVD
HAYWORTH, WARD O	2757 MESQUITE LN	GRAPEVINE, TX	76051	5016 THOMPSON TERR
FRUSHER, DONALD	35 PIAZZA LN # 38110	COLLEYVILLE, TX	76034	35 PIAZZA LN # 38 111
RAJU, SESHU	3816 APPLETON LN	FLOWER MOUND, TX	75022	5004 OAK TIMBERS CT
BUCHWALD, RUDOLPH W	1309 ASHFORD CT	COLLEYVILLE, TX	76034	5101 COLLEYVILLE BLVD
JPMORGAN CHASE BANK	PO BOX 2558	HOUSTON, TX	77252	5000 COLLEYVILLE BLVD
DUNN, REX A	312 MARSEILLE DR	HURST, TX	76054	5010 THOMPSON TERR
THOMPSON BENJAMIN ETUX YEE-PIN	1100 GLADE RD	COLLEYVILLE, TX	76034	1100 GLADE RD
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5115 COLLEYVILLE BLVD
GULICK, CYLDE E	5100 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5100 OAK TIMBERS CT
MODERN HOLDINGS LLC	PO BOX 92083	SOUTHLAKE, TX	76092	5100 THOMPSON TERR
BONEY, TRAVIS	4925 LAKEWOOD DR	COLLEYVILLE, TX	76034	4925 LAKEWOOD DR
BOJKU, HAJRI	5309 COLLYVILLE BLVD	COLLEYVILLE, TX	76034	5017 THOMPSON TERR
COCANOUGH ASSET NO 3 LTD	6851 NE LOOP 820 STE 200	NORTH RICHLAND HILLS, TX	76180	5005 COLLEYVILLE BLVD
HANNA, MAGY H	5021 THOMPSON TERR	COLLEYVILLE, TX	76034	5021 THOMPSON TERR
Y2KITCHEN PROPERTIES LLC	5003 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	710 GLADE RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	47 VILLAGE LN
RYAN WAYNE PROPERTIES LLC	16 VILLAGE LN STE 180	COLLEYVILLE, TX	76034	5017 COLLEYVILLE BLVD
ACROPOLIS INC	15233 VENTURA BLVD SUITE 1160	SHERMAN OAKS, CA	91403	5001 THOMPSON TERR
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	24 VILLAGE LN
ESCOBAR, ROSA	4804 BEDFORD RD	COLLEYVILLE, TX	76034	4804 BEDFORD RD
THOMPSON, JOHN E	5017 MONTCLAIR DR	COLLEYVILLE, TX	76034	905 OLD GLADE RD
NOBLIT, DON	PO BOX 820895	FORT WORTH, TX	76182	4913 COLLEYVILLE BLVD
TMI INTERNATIONAL LLC	5013 COLLEYVILLE BLVD SUITE 20	COLLEYVILLE, TX	76034	5013 COLLEYVILLE BLVD
DUNN, REX A	312 MARSEILLE DR	HURST, TX	76054	5008 THOMPSON TERR
DELGADO, MARK ETAL	5000 THOMPSON TERR	COLLEYVILLE, TX	76034	5000 THOMPSON TERR
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
HOA - LAKEWOOD ESTATES	12700 PARK CTRL DR STE 600	DALLAS, TX	75251	4935 LAKEWOOD DR
SEHAT, MAJID	4800 BEDFORD RD	COLLEYVILLE, TX	76034	4800 BEDFORD RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	13 MAIN ST
ACROPOLIS INC	15233 VENTURA BLVD SUITE 1160	SHERMAN OAKS, CA	91403	5005 THOMPSON TERR
HAMIDI, CAMERON S	17858 BENCHMARK DR	DALLAS, TX	75252	37 VILLAGE LN
WAL-MART REAL ESTATE BUS TRUST	PO BOX 8050	BENTONVILLE, AR	72716	4904 COLLEYVILLE BLVD
NOBEL SOURCE COMPANY LLC	640 S HILL ST STE 341	LOS ANGELES, CA	90014	800 GLADE RD
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5104 THOMPSON TERR
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
RICHARD FAMILY LIMITED PARTNER	5009 THOMPSON TERR STE 102	COLLEYVILLE, TX	76034	5009 THOMPSON TERR
LG COLLEYVILLE LLC	3500 MAPLE DR STE 1600	DALLAS, TX	75219	4917 COLLEYVILLE BLVD
SOUMPHONPHAKDY, ANOULONE	5025 THOMPSON TERR	COLLEYVILLE, TX	76034	5025 THOMPSON TERR
HEA21 LLC	6406 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	28 VILLAGE LN
KING, DALE L	PO BOX 371	COLLEYVILLE, TX	76034	5000 OAK TIMBERS CT
ZELL THREE INC	1190 EXPLORER ST	DUNCANVILLE, TX	75137	700 GLADE RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	36 VILLAGE LN
HAMIDI, CAMERON S	17858 BENCHMARK DR	DALLAS, TX	75252	37 VILLAGE LN
HAMIDI, CAMERON S	17858 BENCHMARK DR	DALLAS, TX	75252	37 VILLAGE LN
JAMES, DUSTIN	40 VILLAGE LN	COLLEYVILLE, TX	76034	46 VILLAGE LN
GRIFFIN, REGINAL	42 VILLAGE LN	COLLEYVILLE, TX	76034	42 VILLAGE LN
ADVENIAT REGNUM TUUM, LLC.	1203 S WHITE CHAPEL BLVD STE 2	SOUTHLAKE, TX	76092	1105 GLADE RD
HOLLAND, AXEL	1100 JO CAROL ST	COLLEYVILLE, TX	76034	1100 JO CAROL LN
LAKEWOOD ESTATES	213 MILL CROSSING WEST	COLLEYVILLE, TX	76034	COURTESY NOTICE
SUKPANISHAKUL, CHALERMWONG	6024 GOLDEN DRIVE	DENTON, TX	76208	APPLICANT
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOOD AVE	GRAPEVINE, TX	76051	STATE REQUIRED

Public hearing notices were mailed on Friday, May 25, 2018 by Araceli Botello



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC18-015
Applicant: Chalermwong Sukpanishaku
Owner: Cocanougher Asset No. 3, Ltd
Location: 5005 Colleyville Boulevard, Suite 240
Property Description: Lot 1R1, Block 1, of the Market Addition
Present Zoning: CC-1 Village Retail District
Request: Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption. The purpose is to allow for the sale of alcohol at the proposed NAPA restaurant.

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, June 11, 2018 at 7:00 p.m.
City Council Meetings: Tuesday, July 2, 2018 & Tuesday, July 17, 2018 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 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 500 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 a 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. A brief project description can be found online on the Active Development Case map: <https://www.colleyville.com/zoning.html>. For additional information, please contact the Community Development Department at 817.503.1052. Please reference the zoning case number when requesting information.

Ben Bryner
Community Development Director
bbryner@colleyville.com

Letter of Opposition



From:
Seshu Raju
3816 Appleton Ln,
Flower Mound, TX 75022.

To:
Community Development Department,
City of Colleyville, 100 Main Street,
Colleyville, TX 76034.

May 28th 2018

Dear Sir/Madam:

Regarding ZC18-015 (use permit for alcohol beverage sales) zone change public hearing notice, I would like to express written opinion against the requested change as it will impact my residential property of 5004 Oak Timbers Ct. The zoning change if approved, going to have negative impact and security implications of school age children living nearby residential properties. I would like to protest against the zoning change with this letter as I am unable to attend the scheduled public hearing.

Sincerely,

A handwritten signature in purple ink, appearing to read "Seshu Raju", with a stylized flourish underneath.

Seshu Raju.

ORDINANCE O-18-2050

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 1R1, BLOCK 1 OF THE MARKET ADDITION, LOCATED AT 5005 COLLEYVILLE BOULEVARD, SUITE 240, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; 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 on-premise consumption of alcohol under Case No. ZC18-015; 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 and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration 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 Lot 1R1, Block 1, of the Market Addition, located at 5005 Colleyville Boulevard, Suite 240, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted on 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 the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "NAPA Restaurant".

- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Sunday - Saturday: 11:00 a.m. – 10:00 p.m.

- Sec. 5. 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. 6. 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 2nd day of July 2018.

The second reading and public hearing being conducted on the 17th day of July 2018.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____
ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A" – Zoning Map

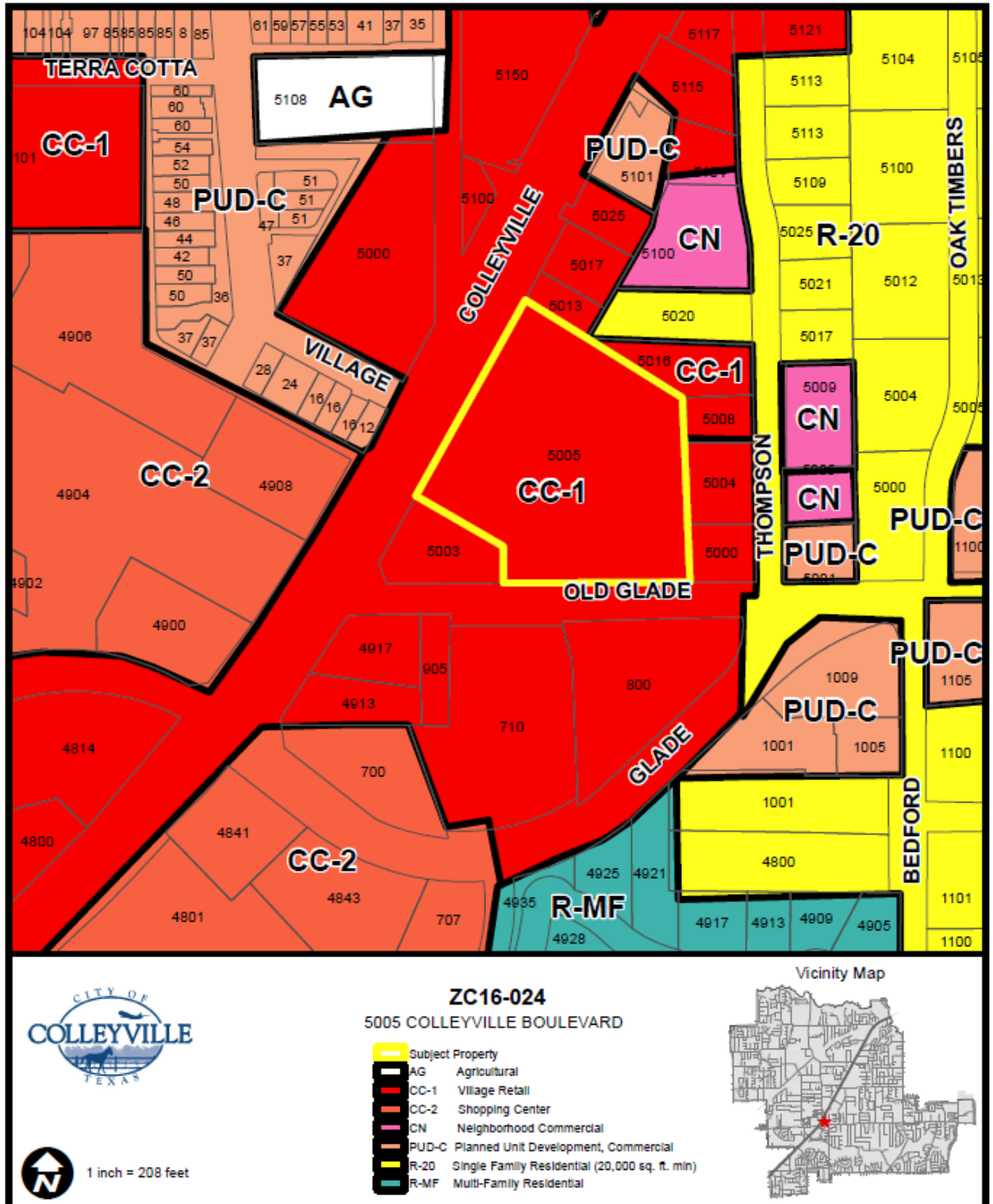


Exhibit "B" – Aerial Map





City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 07/17/2018

Number Ordinance O-18-2051

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for Package Store and Alcoholic Beverage Sales – Off-Premise Consumption on Lot 3, Block 2, of the Lavaca Trail Addition, located at 8070 Precinct Line Road, Case ZC18-016

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

The City Council asked for staff to research the Texas Alcoholic Beverage Code (TABC) regulations pertaining to package stores as it relates to hours of operation, size restrictions, and the type of alcohol sold. The TABC does prescribe different rules as it relates to beer and wine sales compared to liquor sales. Staff has attached the regulations found within the TABC regulations. Staff has also provided a list of the stores that are authorized to sell beer and wine only and the stores that are authorized to sell liquor (package stores).

First Reading and Public Hearing

Payal Brahmbhatt, the applicant, has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for a Package Store at 8070 Precinct Line Road, called Fossil Creek Spirits. Mark Stacy previously owned Fossil Creek Liquor and received an SUP in 2011. Package stores are allowed in the CC-2-Shopping Center district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned CC-2 Shopping Center district and generally located on the east side of Precinct Line Road, south of Lavaca Trail. The subject property is a platted lot and is the location of Fossil Creek Spirits. This site has operated as a package store since 2011 under Ordinance O-11-1795, and the applicant would like to continue the same operation under the same name. However, the SUP expires upon the change of ownership.

Proposed Special Use Permit:

Request – The applicant is requesting approval of an SUP to allow a Package Store at an existing location, Fossil Creek Spirits, which currently operates as a package store. The operation is changing ownership which voids the existing SUP. The applicant

proposes to operate the package store as it currently operates.

Ordinance – There are four components of procedure that a business must complete to sell beer and wine for off-premise consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for beer and wine sales (off-premise consumption); (2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval; (3) submission of completed TABC License paperwork to the TABC; and, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

- Section 3.25 of the Land Development Code states that an SUP is to "allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood." SUP's for alcohol sales automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.
- Section 6-3 of the Code of Ordinances requires businesses that sell alcoholic beverages to be located at least 300 feet from a church, school, or public hospital. The distance is measured from property line to property line for schools, and from front door to front door along the street-front property lines for churches and hospitals.

Analysis: The requested SUP is consistent with previously approved SUPs on the subject property and is permitted by the Land Development Code with City Council approval. The applicant proposes to operate the business in a similar manner to the previous package store at this location. The requested location is in compliance with the distance requirements of the Code of Ordinances. Approval of an SUP at this location, for this user, should not adversely impact surrounding uses or the character of the neighborhood.

Surrounding Development: All of the property to the north and south of this location, on the east side of Precinct Line Road, has been designated for commercial development in the City's comprehensive plan, *Destination Colleyville*. Most of that property has been zoned for commercial development, with some parcels maintaining residential zoning. The only new development along Precinct Line Road has been commercial and office development. The property across Precinct Line Road, to the west, resides in North Richland Hills and has predominately developed residential, with significant commercial development further to the north. To the east resides a variety of different Colleyville residential neighborhoods.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*,

designates the subject property for commercial development. The requested SUP does not conflict with the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Keller ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) to authorize a package store at 8070 Precinct Line Road in the Fossil Creek Spirits location. The proposed business is consistent with the previous uses on the subject property and should not adversely impact surrounding uses.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their June 11, 2018 meeting by a vote of 5-0.

Financial Impact

There is no fiscal impact with this item.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan Exhibit
5. TABC - Hours Of Sale and Consumption
6. Package Store - Off-Premise Alcohol
7. TABC - Local Control
8. Notification Map
9. Notification List
10. Property Owner Notification Letter
11. Ordinance O-18-2051

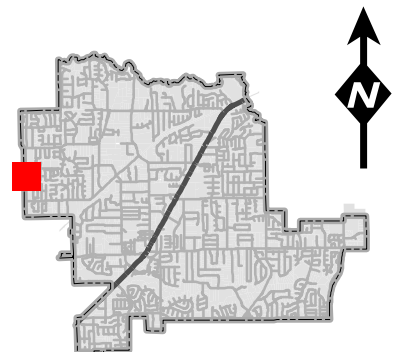
Aerial Map



ZC18-016

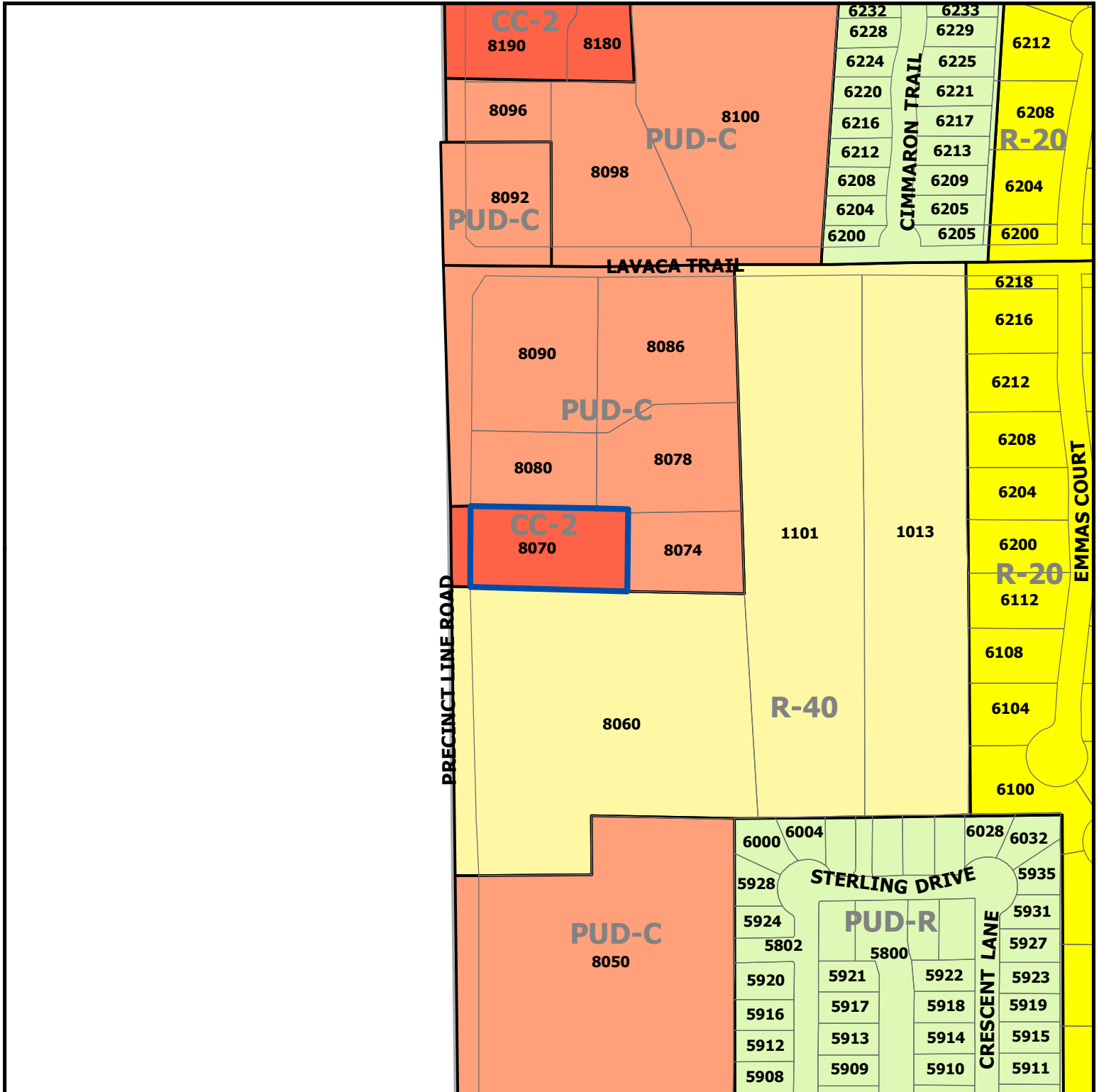
8070 Precinct Line Road

 Subject Property



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.

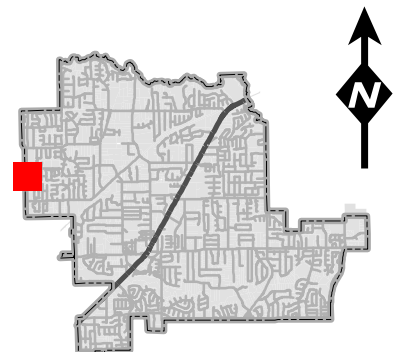
Zoning Map



ZC18-016
8070 Precinct Line Road

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 Subject Property

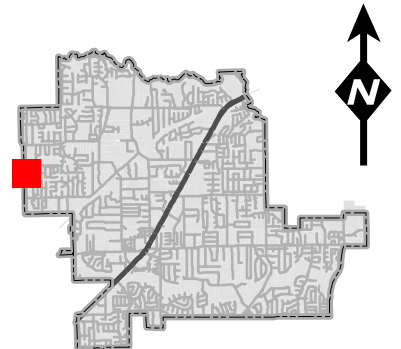


Future Land Use Map



ZC18-016 8070 Precinct Line Road

- Subject Property
- Sales Tax Preferred Intersection
- Residential
- Commercial
- Open Space; Parks



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Classic Design Group
 Environmental Architectural Design
 3445 Solon Court
 Grand Prairie, Texas 75052
 Office: 972.361.4022
 Fax: 972.361.4114
 e-mail: cdesign@earthlink.net
 web: cdesigngroup.com

[illegible]

Received By O. Spahn	Number 1-237-0	Received Of A1
Entered By	Project Number	
Search Date April 6, 2011		
Available Date		

SITES SUMMARY TABLE	
Current Zoning	MC
Proposed Zoning	P.U.D. - C22 &
Prepared Use	Percentage Store
Lot Area	1,181 Acres (50,879.75 Sq. Ft.)
Building Area	7,000 Square Feet
Building Height	25'-4" (Maximum)
Building Height	2 Stories (3'-0" Maximum)
Lot Coverage	75 Percent
Open Space Ratio	25 Percent
Open Space Ratio	8,807.4 Sq. Ft.
Floor Area Ratio	0.103-1
Off-Street Parking	
1 Space per 200 Sq. Ft. Floor Area	35 Spaces Required
35 Spaces Provided	35 Spaces Provided
1/40 Spaces Required	1/40 Spaces Provided
1/40 Spaces Provided	1/40 Spaces Provided
Total Spaces Required	41 Spaces Required
Total Spaces Provided	41 Spaces Provided

Handicap Parking is Provided in Accordance With ADA.

GENERAL NOTES

1. Signs require separate review process, separate approval and separate permit.
2. Paving to be poured and wet-laid, lighted and increased per City of Charlotte city ordinance.
3. Front yards shall remain open and undeveloped. No structure or building shall be allowed in a required front yard.
4. Screenwall—Landowners—Screenwalls must be constructed barrier between the lot and the adjacent street. Screenwall must be constructed for the landscaped, non-traffic parking median on the lot. Any property requires approval of Department of Public Works.
5. Utility easements must remain open and undeveloped. No

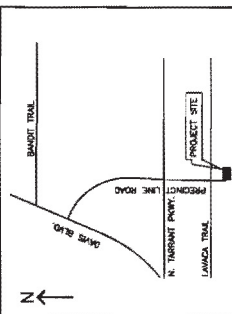
LANDSCAPE TABULATIONS

STREET TREES
TOTAL OF 16.2' LINEAL FEET OF FRONTAGE
1 TREE PER 40' LINEAL FEET REQUIRED
4 (4.04) TREES MINIMUM

REQUIRED LANDSCAPING

20 PERCENT OF THE TOTAL LAND AREA SHALL BE UNDISCARDED
50 PERCENT TOTAL LAND AREA SHALL BE IN STREET VAPOR
10,116 SQ. FT. REQUIRED
10,116 @ 50 PERCENT = 5,058 SQ. FT. REQUIRED
5,452 SQ. FT. PROVIDED

SITE MAP



ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM R-40 TO MUD C12

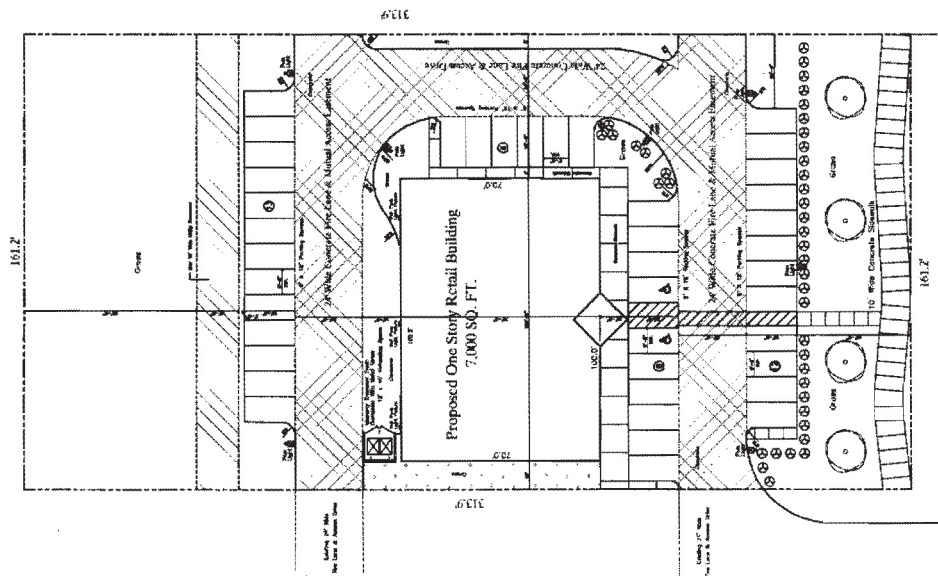
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OWNER:
MR. WILLIAM D. SOLDER
10000 W. 10TH AVE.
DALLAS, TEXAS 75248

DEVELOPER:
PRICE CHAPMAN COMMERCIAL
REAL ESTATE, LLC
18950 NORTH DALLAS PARKWAY
SUITE 1200
DALLAS, TEXAS 75248

SUBSECTOR:
PREPARED SURVEYING, INC.
10000 W. 10TH AVE.
DALLAS, TEXAS 75248
OFFICE: 972-481-7078
FAX: 972-479-1508

RECEIVED
APR 11 2011
Per



PRECINCT LINE ROAD

01
Sito Main
Sealer 1" x 8" x 12"

HOURS OF SALE AND CONSUMPTION

1. What are the legal hours of sale/service of alcoholic beverages?

ON-PREMISE LICENSE OR PERMIT (E.G. BAR OR RESTAURANT)

- Monday-Friday: 7am-midnight
- Saturday: 7am-1am (**Sunday morning**)
- Sunday: Noon to midnight. (10am-noon only in conjunction with the service of food)
- If the establishment is in a city or county legal for late hours, and they have a late hours permit, they can sell alcohol for on-premise consumption until 2am any night of the week.

OFF-PREMISE BEER/WINE LICENSE OR PERMIT (E.G. CONVENIENCE STORE OR GROCERY STORE)

- Monday-Friday: 7am-midnight
- Saturday: 7am-1am (Sunday morning)
- Sunday: noon to midnight
- A wine only package store that holds a beer license may not sell wine containing more than 17 percent alcohol by volume on a Sunday or after 10pm on any day.
- A wine only package store that does NOT hold a beer license must have the same hours of sale as a package store.

PACKAGE STORE / LIQUOR STORE

- Monday-Saturday: 10am-9pm
- Closed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day.
- If Christmas Day or New Year's Day falls on a Sunday, closed the following Monday.

Package Store – Off-Premise Alcohol

Off-Premises (Beer & Wine)

5100 SH 121, Suite A – GermanDeli

3830 Glade Rd – Walgreen's

4403 Colleyville Blvd – Walgreen's

3900 Colleyville Blvd – 7-Eleven

4000 Glade Rd – Albertson's

5605 Colleyville Blvd – Market Street

4904 Colleyville Blvd – Walmart

4801 Colleyville Blvd – Whole Foods

4602 Colleyville Blvd – Texaco

Package Store

4200 Glade Rd – Hall's Wine & Spirits

7101 Colleyville Blvd – Bear Creek Liquor

4701 Colleyville Blvd – Goody Goody Liquor

7990 Precinct Line Rd – Tri-City Spirits

8070 Precinct Line Rd – Fossil Creek Liquor

4405 Colleyville Blvd – Mirage Fine Spirits

SUBCHAPTER C. LOCAL REGULATION OF ALCOHOLIC BEVERAGES

Sec. 109.31. MUNICIPAL REGULATION OF LIQUOR. A city by charter may prohibit the sale of liquor in all or part of the residential sections of the city.

Sec. 109.32. MUNICIPAL AND COUNTY REGULATION OF BEER. (a) An incorporated city or town by charter or ordinance may:

- (1) prohibit the sale of beer in a residential area; and
- (2) regulate the sale of beer and prescribe the hours when it may be sold, except the city or town may not permit the sale of beer when its sale is prohibited by this code.

(b) In a county that has only one incorporated city or town that has a majority of the population of the county, according to the most recent federal census, and where the city or town has shortened the hours of sale for beer on Sundays by a valid charter amendment or ordinance before January 1, 1957, the commissioners court may enter an order prohibiting the sale of beer on Sundays during the hours it is prohibited in the city or town. The order may apply to all or part of the area of the county located outside the city or town. The commissioners court may not adopt the order unless it first publishes notice for four consecutive weeks in a newspaper of general circulation in the county published in the county or a nearby county.

(c) In exercising the authority granted by this section, the city, town, or county may distinguish between retailers selling beer for on-premises consumption and retailers, manufacturers, or distributors who do not sell beer for on-premises consumption.

Sec. 109.33. SALES NEAR SCHOOL, CHURCH, OR HOSPITAL. (a) The commissioners court of a county may enact regulations applicable in areas in the county outside an incorporated city or town, and the governing board of an incorporated city or town may enact regulations applicable in the city or town, prohibiting the sale of alcoholic beverages by a dealer whose place of business is within:

- (1) 300 feet of a church, public or private school, or public hospital;
- (2) 1,000 feet of a public school, if the commissioners court or the governing body receives a request from the board of trustees of a school district under Section 38.007, Education Code [Refer to Appendix for this citation]; or
- (3) 1,000 feet of a private school if the commissioners court or the governing body receives a request from the governing body of the private school.

(b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:

- (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
- (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(c) Every applicant for an original alcoholic beverage license or permit for a location with a door by which the public may enter the place of business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersections, must give written notice of the application to officials of the public or private school before filing the application with the commission. A copy of the notice must be submitted to the commission with the application. This subsection does not apply to a permit or license covering a premise where minors are prohibited from entering the premises under Section 109.53.

(d) As to any dealer who held a license or permit on September 1, 1983, in a location where a regulation under this section was in effect on that date, for purposes of Subsection (a), but not Subsection (c), of this section, the measurement of the distance between the place of business of the dealer and a public or private school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.

(e) The commissioners court of a county or the governing board of a city or town that has enacted a regulation under Subsection (a) of this section may also allow variances to the regulation if the commissioners court or governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

(f) Subsections (a)(2) and (3) do not apply to the holder of:

(1) a retail on-premises consumption permit or license if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages;

(2) a retail off-premises consumption permit or license if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or

(3) a wholesaler's, distributor's, brewer's, distiller's and rectifier's, winery, wine bottler's or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are ordinarily used and understood in Chapter 102.

(g) Subsection (a)(3) does not apply to the holder of:

(1) a license or permit issued under Chapter 27, 31, or 72 who is operating on the premises of a private school; or

(2) a license or permit covering a premise where minors are prohibited from entering under Section 109.53 and that is located within 1,000 feet of a private school.

(h) Subsection (a)(1) does not apply to the holder of:

(1) a license or permit who also holds a food and beverage certificate covering a premise that is located within 300 feet of a private school; or

(2) a license or permit covering a premise where minors are prohibited from entering under Section 109.53 and that is located within 300 feet of a private school.

(i) In this section, “private school” means a private school, including a parochial school, that:

(1) offers a course of instruction for students in one or more grades from kindergarten through grade 12; and

(2) has more than 100 students enrolled and attending courses at a single location.

Sec. 109.331. SALES NEAR DAY-CARE CENTER OR CHILD-CARE FACILITY. (a) This section applies only to a permit or license holder under Chapter 25, 28, 32, 69, or 74 who does not hold a food and beverage certificate.

(b) Except as provided by this subsection, the provisions of Section 109.33 relating to a public school also apply to a day-care center and a child-care facility as those terms are defined by Section 42.002, Human Resources Code [Refer to Appendix for this citation]. Sections 109.33(a)(2) and (c) do not apply to a day-care center or child-care facility.

(c) This section does not apply to a permit or license holder who sells alcoholic beverages if:

(1) the permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or

(2) the permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building.

(d) This section does not apply to a [foster group home, foster family home,] family home, specialized child-care [agency group] home, or agency foster home as those terms are defined by Section 42.002, Human Resources Code [Refer to Appendix for this citation].

Sec. 109.35. ORDERS FOR PROHIBITION ON CONSUMPTION. (a) If the governing body of a municipality determines that the possession of an open container or the public consumption of alcoholic beverages in the central business district of the municipality is a risk to the health and safety of the citizens of the municipality, the governing body may by charter or ordinance prohibit the possession of an open container or the public consumption of alcoholic beverages in that central business district.

(b) If a municipality prohibits the possession of an open container or the public consumption of alcoholic beverages in the central business district of the city, the municipality must adopt a map, plat, or diagram showing the central business district that is covered by the prohibition.

(c) The municipality’s charter or ordinance may not prohibit the possession of an open container or the consumption of alcoholic beverages in motor vehicles, buildings not owned or controlled by the municipality, residential structures, or licensed premises located in the area of prohibition.

(c-1) In accordance with Section 1.06, this section does not authorize municipal regulation of the possession of an open container or the public consumption of alcoholic beverages except as expressly provided by this section.

(d) In this section, "central business district" means a compact and contiguous geographical area of a municipality in which at least 90 percent of the land is used or zoned for commercial purposes and that is

the area that has historically been the primary location in the municipality where business has been transacted.

(e) In this section, "open container" means a container that is no longer sealed.

Sec. 109.36. CONSUMPTION OF ALCOHOLIC BEVERAGES NEAR HOMELESS SHELTER OR SUBSTANCE ABUSE TREATMENT CENTER. (a) In this section:

(1) "Central business district" means a compact and contiguous geographical area of a municipality used for commercial purposes that has historically been the primary location in the municipality where business has been transacted.

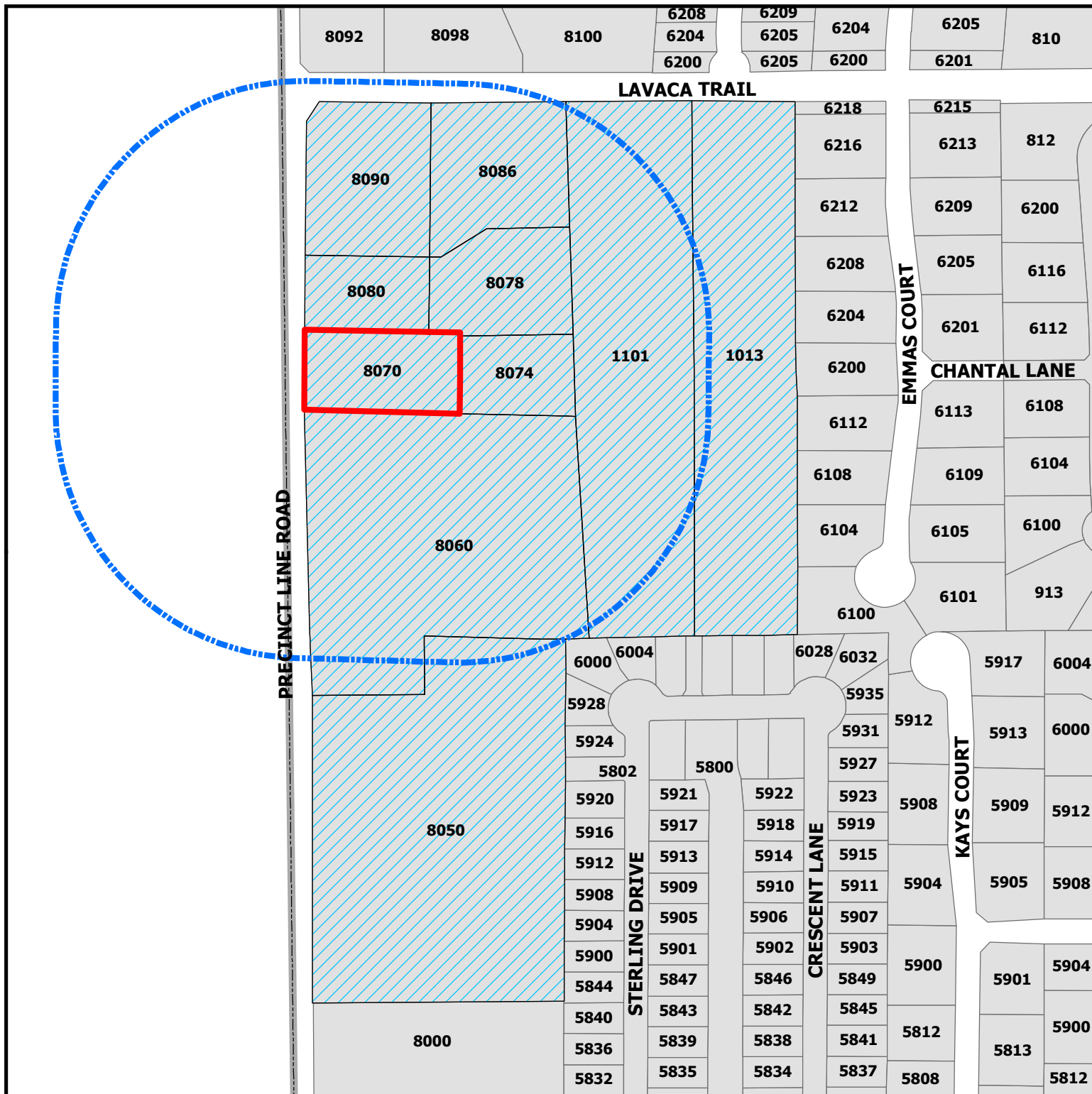
(2) "Homeless shelter" means a supervised publicly or privately operated shelter or other facility that is designed to provide temporary living accommodations to individuals who lack a fixed regular and adequate residence.

(3) "Open container" has the meaning assigned by Section 109.35.

(b) The commissioners court of a county may enact regulations applicable in areas in the county outside an incorporated city or town, and the governing board of an incorporated city or town may enact regulations applicable in the city or town, prohibiting the possession of an open container or the consumption of an alcoholic beverage on a public street, public alley, or public sidewalk within 1,000 feet of the property line of a homeless shelter that is not located in a central business district or a substance abuse treatment center that is not located in a central business district.

(c) If the commissioners court of a county or the governing board of an incorporated city or town enacts a prohibition under Subsection (b), the commissioners court or the governing board may enact regulations allowing special temporary events for which Subsection (b) may be suspended.

Notification Map



ZC18-016

8070 Precinct Line Road



Subject Property



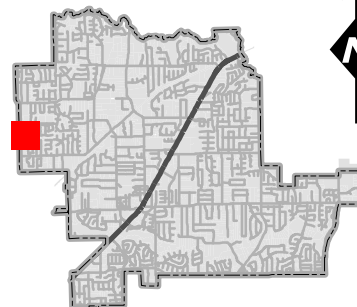
500ft Buffer



Properties within 500ft

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Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
TOV VENTURE LTD	16950 DALLAS PKWY STE 120	DALLAS, TX	75248	8070 PRECINCT LINE RD
SL2 SALON SUITES LLC	7600 QUARTERING	NORTH RICHLAND HILLS, TX	76182	8080 PRECINCT LINE RD
JONES, JERRELL W	11111 ABBEYWOOD	OKLAHOMA CITY, OK	73170	8050 PRECINCT LINE RD
WILLIAM D SOUDER INVESTMENTS	2729 CRYSTAL RIDGE CIR	HURST, TX	76054	8060 PRECINCT LINE RD
STANLEY, LARRY J EST	1101 LAVACA TR	COLLEYVILLE, TX	76034	1101 LAVACA TR
RAVENWOOD DEVELOPMENT LLC	131 QUEST CT	KELLER, TX	76248	8078 PRECINCT LINE RD
FEGAN, DENNIS J	1303 BELLEFONTE LN	COLLEYVILLE, TX	76034	1013 LAVACA TR
LINLES PROPERTIES LTD	2601 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	8090 PRECINCT LINE RD
RAVENWOOD DEVELOPMENT LLC	131 QUEST CT	KELLER, TX	76248	8086 PRECINCT LINE RD
RAVENWOOD DEVELOPMENT LLC	131 QUEST CT	KELLER, TX	76248	8074 PRECINCT LINE RD
EMERALD PARK ADDITION -COLLEY	5837 CRESCENT	COLLEYVILLE, TX	76034	COURTESY NOTICE
BRAHMBHATT, PAYAL	957 PARK RIDGE DRIVE	ALLEN, TX	75013	APPLICANT
KELLER ISD	350 KELLER PKWY	KELLER, TX	76248	STATE REQUIRED

Public hearing notices were mailed on Friday, May 25, 2018 by Araceli Botello



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC18-016
Applicant: Payal Brahmabhatt
Owner: Tov Venture, Ltd
Location: 8070 Precinct Line Road
Property Description: Lot 3, Block 2, of the Lavaca Trail Addition
Present Zoning: CC-2 Shopping Center District
Request: Consideration of a Special Use Permit for Package Store and Alcoholic Beverage Sales – Off-Premises Consumption. The purpose is to allow for the continued sale of alcohol at the Fossil Creek Liquor store. The SUP request is due to a change of ownership.

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, June 11, 2018 at 7:00 p.m.
City Council Meetings: Tuesday, July 2, 2018 & Tuesday, July 17, 2018 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 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 500 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 a 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. A brief project description can be found online on the Active Development Case map: <https://www.colleyville.com/zoning.html>. For additional information, please contact the Community Development Department at 817.503.1052. Please reference the zoning case number when requesting information.

Ben Bryner
Community Development Director
bbryner@colleyville.com

ORDINANCE O-18-2051

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 3, BLOCK 2 OF THE LAVACA TRAIL ADDITION, LOCATED AT 8070 PRECINCT LINE ROAD, BY AUTHORIZING A SPECIAL USE PERMIT FOR PACKAGE STORE AND ALCOHOLIC BEVERAGE SALES – OFF-PREMISE CONSUMPTION; 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 off-premise consumption of alcohol under Case No. ZC18-016; 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 and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration 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 Lot 3, Block 2 of the Lavaca Trail Addition, located at 8070 Precinct Line Road, by authorizing a Special Use Permit for Package Store and Alcoholic Beverage Sales – Off-Premises Consumption, as depicted on 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 the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall only apply to use of a package store and the sale of alcoholic beverages for off-premises consumption.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called “Fossil Creek Spirits”.

- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. 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. 6. 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 2nd day of July 2018.

The second reading and public hearing being conducted on the 17th day of July 2018.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

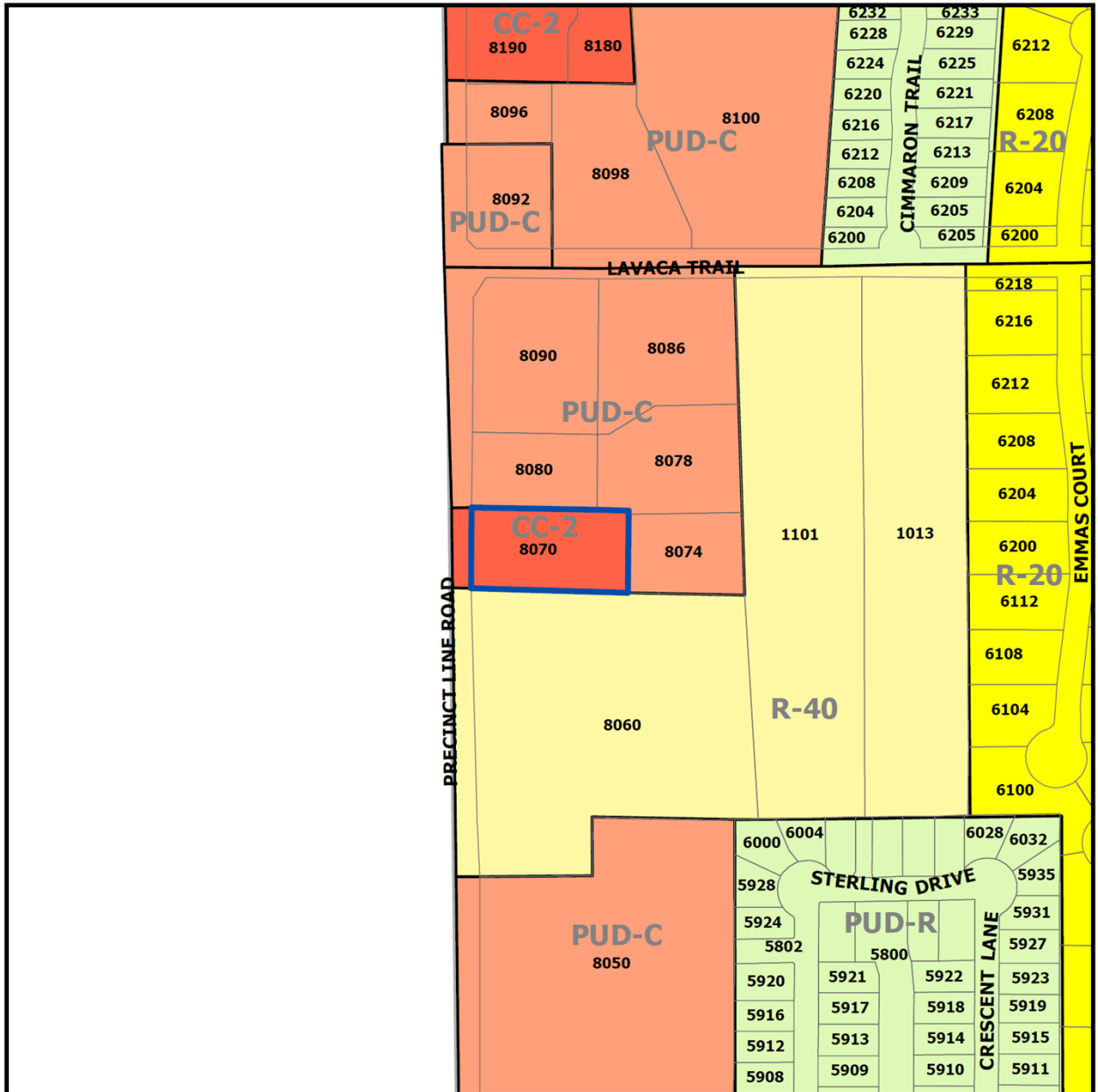
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A" – Zoning Map



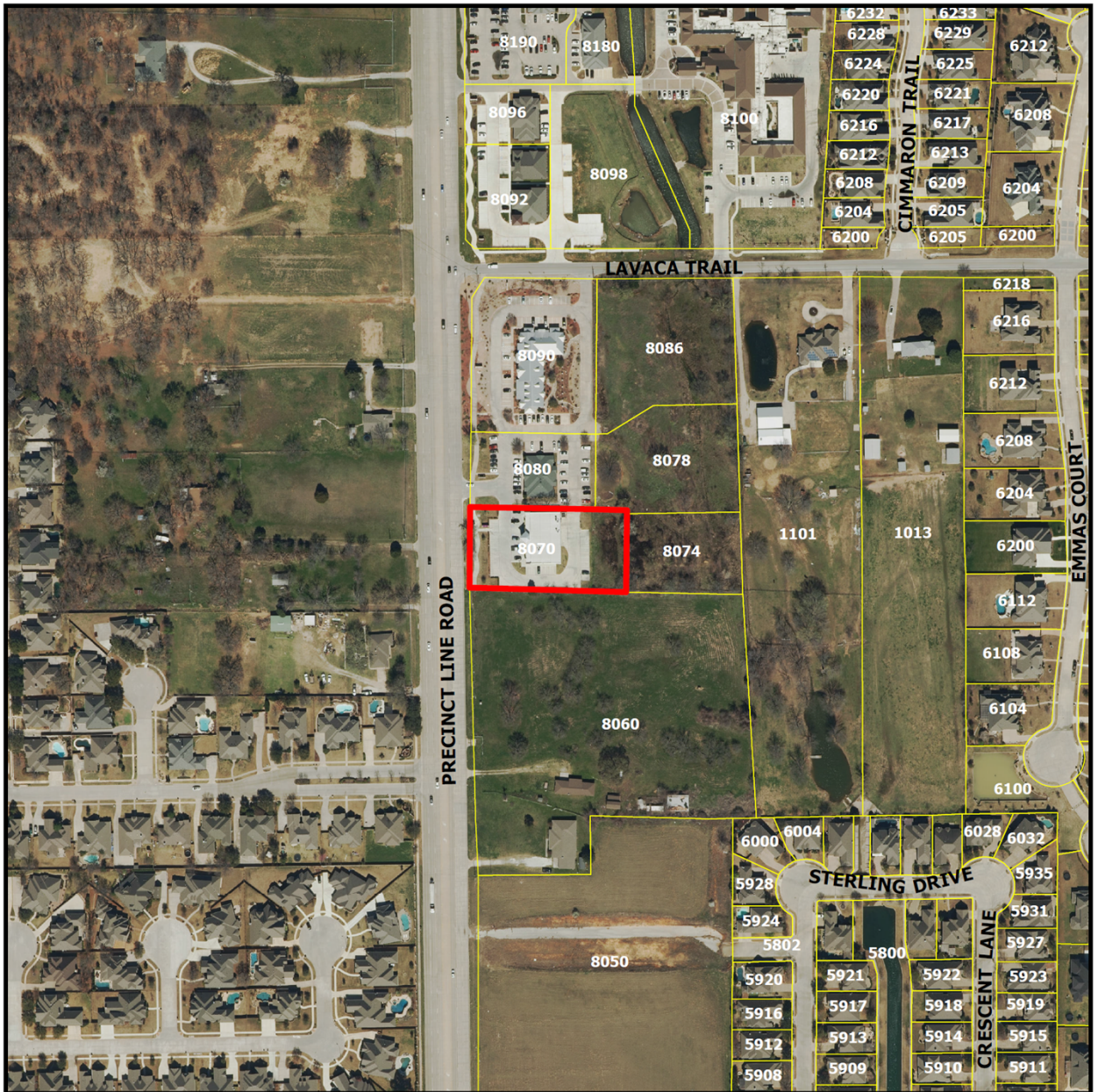
ZC18-016
8070 Precinct Line Road

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 Subject Property

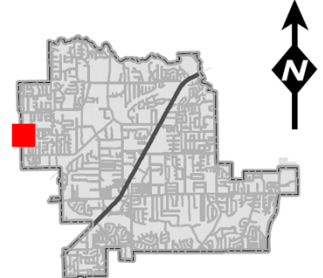


Exhibit "B" – Aerial Map



ZC18-016

8070 Precinct Line Road



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 Subject Property



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6c

Agenda Date 07/17/2018

Number Ordinance O-18-2052

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial zoning district to allow for maximum square footage for a restaurant on Lot 1RA2, Block 1, of the Tropicana Fuels Addition, located at 7101 Colleyville Boulevard, Case ZC18-017

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the July 2, 2018 City Council meeting.

First Reading and Public Hearing

Bradley Mayhall, the applicant, has submitted a request for an Amendment to the PUD-C (Planned Unit Development – Commercial) ordinance in order to allow for an increase to the maximum square footage allowed for a restaurant, from 1,500 square feet to 2,400 square feet. The current use of the property is a package store called "Bear Creek Spirits & Wine". The proposed amendment is for a Domino's restaurant.

Existing Conditions/Background. The subject property is zoned PUD-C and generally located on the east side of Colleyville Boulevard, across from the John McCain Road intersection. The subject property is a platted lot and is the location of "Bear Creek Spirits & Wine". This site has operated as a Package Store since 2010 under Ordinance O-10-1769.

Proposed PUD-C Amendment. With the approval of the package store, the PUD-C ordinance allowed for other uses to include 'restaurant and catering' use. This use was limited to 1,500 square feet. The applicant is proposing to locate a Domino's restaurant which will utilize approximately 2,400 square feet of the main building. All other elements of the existing PUD-C ordinance will remain in effect.

Analysis. The requested PUD-C amendment is consistent with the previously approved zoning on the subject property and the use is permitted by the zoning. The applicant proposes to operate a restaurant business as allowed at this location. The request is to increase the allowed square footage for the use from 1,500 square feet to 2,400

square feet. Approval of the amendment should not adversely impact surrounding uses or the character of the neighborhood.

Surrounding Properties. The surrounding properties are primarily developed as retail and residential uses. The property to the west across Colleyville Boulevard is zoned CC-2 Shopping Center and is undeveloped. The property to the south along SH26 is zoned CC-1 Village Retail and PUD-C Planned Unit Development – Commercial and is undeveloped. The property to the north along Colleyville Boulevard is zoned ML Light Manufacturing and is currently developed as a dry cleaner. The property to the east is zoned PUD-C Planned Unit Development – Commercial and is developed as single-family residential.

Comprehensive Plan. The City's comprehensive plan, *Destination Colleyville*, designates the subject property for commercial development as part of the Colleyville Boulevard commercial corridor. The use of the property as a package store with restaurant use complies with the plan.

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 regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

Staff Recommendation. Staff recommends approval of the PUD-C amendment to authorize an increase in square footage allowed for restaurant use at 7101 Colleyville Boulevard in the Bear Creek Spirits & Wine location. The proposed Domino's business is consistent with the allowed uses on the subject property and should not adversely impact surrounding uses.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendment at their June 11, 2018 meeting by a vote of 5-0.

Financial Impact

There is no fiscal impact with this item.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives

5. Site Plan
6. Building Exhibits
7. Existing PUD-C Ordinance O-10-1769
8. Notification Map
9. Notification List
10. Property Owner Notification Letter
11. Ordinance O-18-2052

Aerial Map



ZC18-017

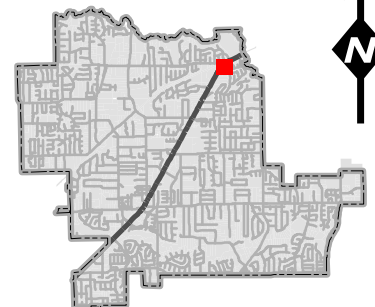
7101 Colleyville Boulevard

DISCLAIMER:

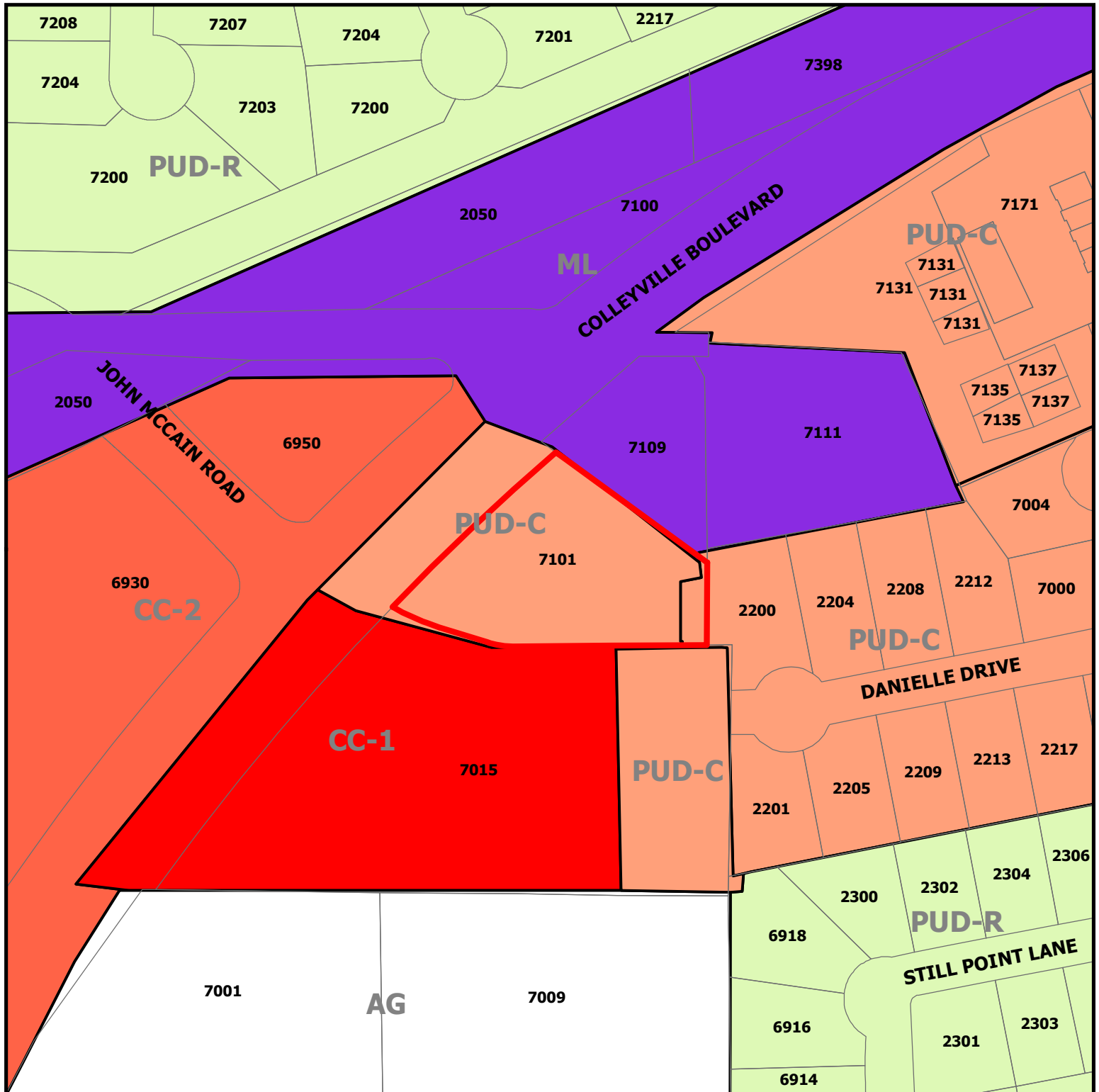
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Subject Property



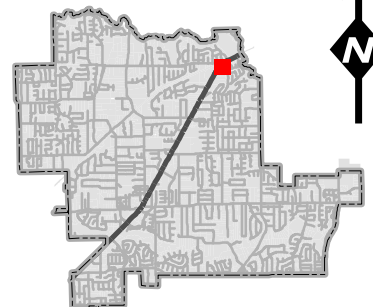
Zoning Map



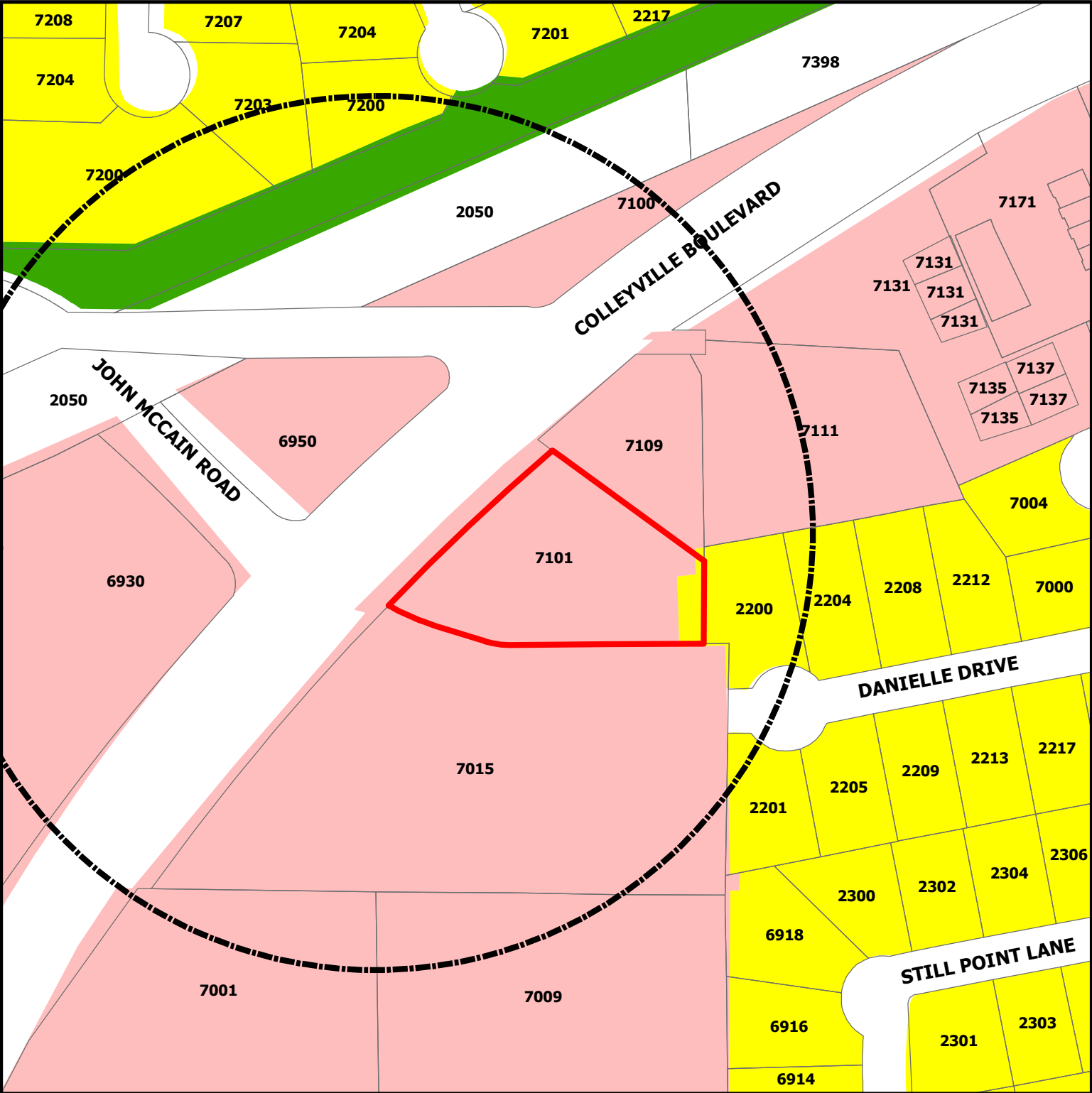
ZC18-017
7101 Colleyville Boulevard

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 Subject Property



Future Land Use Map

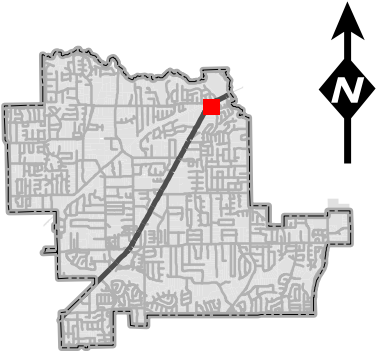


ZC18-017

7101 Colleyville Boulevard

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-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Colleyville Blvd Corridor
-  Open Space; Parks



Statement of Planning Objectives



Statement of Planning Objective and Business Description

Suite A of 7101 Colleyville Blvd. at John McCain Rd. consisting of 2,310 square feet will become the newest Domino's location for Mark of Excellence Pizza Co., the operating franchise of Domino's in the Tarrant county area, by December 15, 2018 pending application and permit approvals. Amendment of the current PUD-C for allowable maximum square footage for a restaurant from 1,500 square feet to 2,400 square feet at this location would allow Domino's to relocate from Ira E. Woods and Pool Rd. in Grapevine and continue to serve Colleyville, S. Southlake and SW Grapevine areas. In its current location the store generated \$73,654.31 in sales tax and \$2,593.18 in Ad Valorem taxes in 2017. The relocation of the store from Grapevine to Colleyville is expected to generate an estimated 20% increase in YTD sales, from \$956,509.22 to \$1,147,811.06.

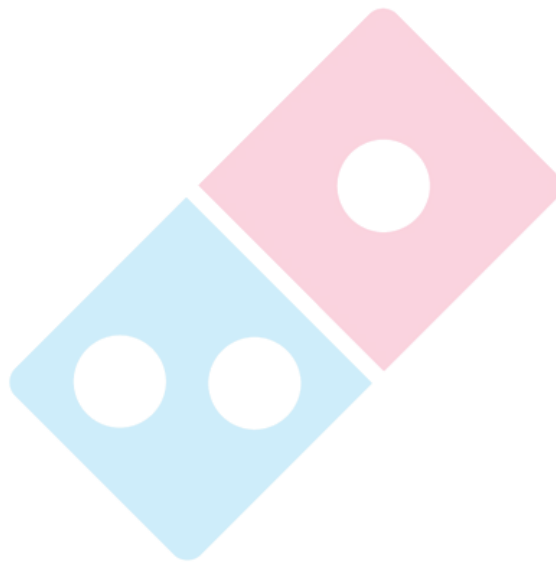
The Colleyville Blvd. and John McCain Rd. intersection provides for a safe and easy property ingress and egress with a turn signal from the intersection. The addition of Domino's to the property will include an estimated increase of 50 customers per day to the location with an additional estimated 65 customers per day opting for delivery from this location, this is in addition to the estimated 330 customers a day visiting the package store, Bear Creek Wine and Spirits. The 115 daily orders will bring a \$27.50 average ring up during the 363 days per year the store is open, with approximately 60% of the orders will be placed online.

The hours of operation as mandated by Domino's will be 10:30am to 12am Sunday thru Thursday and 10:30am to 1am Friday and Saturday. The store will be closed on Thanksgiving and Christmas days each year. This location will employ as many as 20 employees with at least 3 on staff at all times.

Construction of this location will start September 15, 2018 pending permit approval and be completed and open for business by December 15, 2018. Construction of suite A will include closing in the demising wall between Suite A and the warehouse portion of Suite B and the addition of double aluminum and glass store front doors that match the existing store front windows already put in place by the property owner. Nationally branded Domino's signage will be added to the exterior walls of the building and interior improvements, an additional restroom and expansion of the current restroom to meet ADA regulations, a lobby with seating for 22 customers, new pizza ovens and food storage equipment, including a walk in cooler and separate dry storage and clean up areas. The existing 810 square foot catering

Statement of Planning Objectives

kitchen will be removed, the square footage, with the other 1,500 square feet of Suite A to allow for production, preparation, storage and support areas for the operation of a Domino's store. A burglar alarm, fire suppression system over the pizza ovens and security cameras paced through out the suite will be added as well. The pergola located at the front of the building will be closed in with a decorative fence or large platters to separate the parking lot and sidewalks and include outdoor furniture for Domino's customers utilize while visiting the location. The relocation of the dumpster bay to the southeast corner of the property will allow for the necessary gain of additional parking spaces required for operation of a 2,310 square foot restaurant, bringing the total number of parking spaces to 59 with re-striping. When complete, a 2,310 square foot suite will be a Domino's, show casing a new and updated concept with ties to the Colleyville community, not just another chain restaurant.



Domino's™

Site Plan

APPLICANT: BRADLEY MAYHALL
Mark of Excellence Plaza Co.
1808 Harwood Court
Hurst, TX 76064
817-466-2839

OWNER: QUANTUM BEVERAGE HOLDING LLC
7401 BRAEMAR TERRACE
COLLEEVILLE, TX 76034
817-917-5689

SURVEYOR: FULTON SURVEYING, INC.
115 ST. LOUIS AVENUE
FORT WORTH, TX 76104
817-335-3625

LAND USE TABLE			
DESCRIPTION	AREA	PCT. OF SITE	
BUILDING AREA	9,010 S.F.	13.1 PCT.	
MAIN BUILDING	6,700 S.F.		
DOMINO'S	2,310 S.F.		
PAVED AREA	30,029 S.F.	53.0 PCT.	
OPEN SPACE	19,203 S.F.	33.9 PCT.	
TOTAL AREA	56,650 S.F.	100 PCT.	

SPACES REQUIRED:
BUILDING AREA (MAIN) = 6,700 S.F.
1 SPACE PER 200 S.F. = 34 SPACES
BUILDING AREA (DOMINO'S) = 2,310 S.F.
2 SPACES PER 100 S.F. = 23 SPACES

TOTAL REQUIRED: 57 SPACES
TOTAL PROVIDED: 59 SPACES

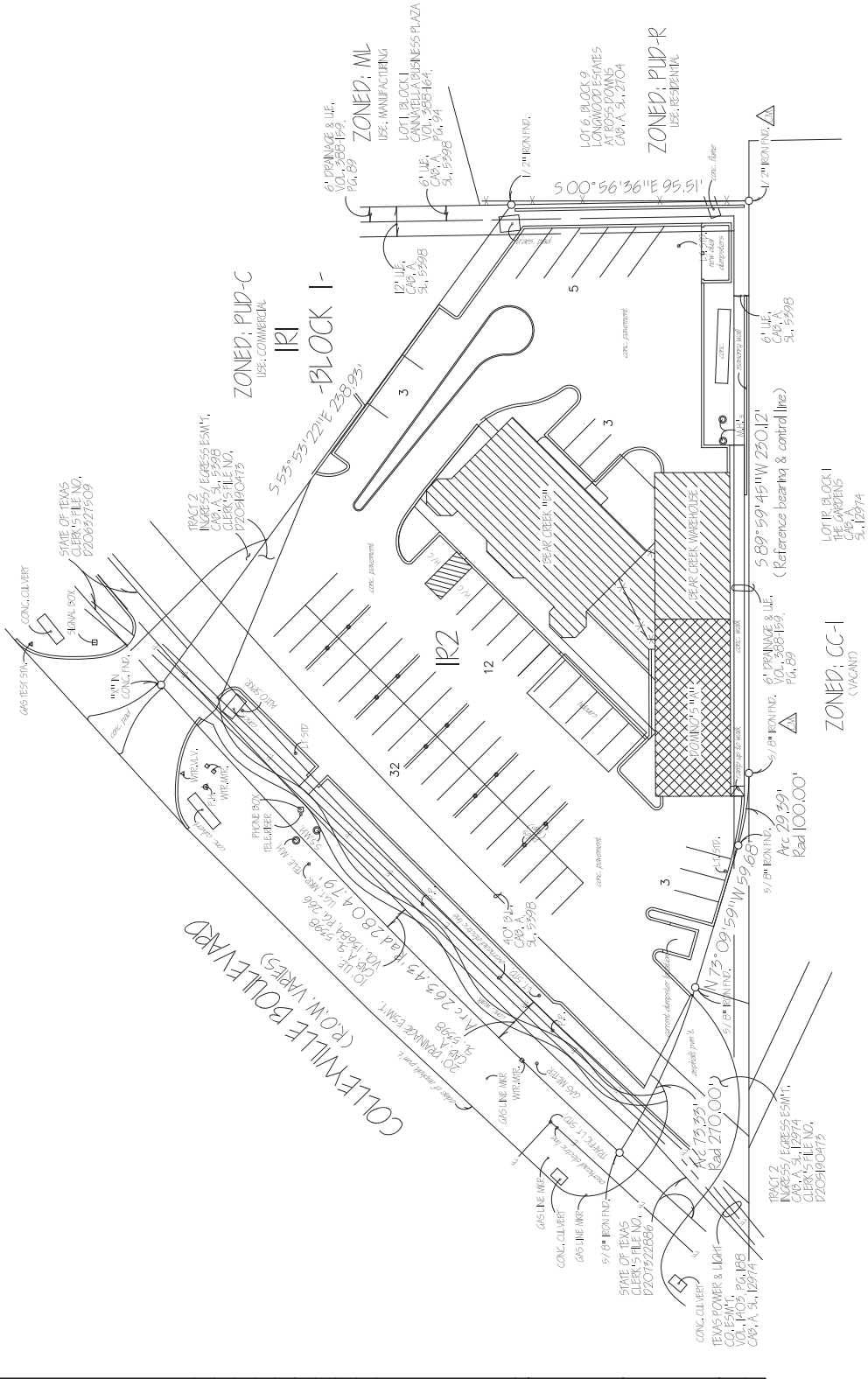
VICINITY MAP - N.T.S.

NOT FOR CONSTRUCTION

Oculus Inc.

ARCHITECTURE | STRATEGIC PLANNING |
INTERIORS | MOVE MANAGEMENT

1 S. MEMORIAL DRIVE | SUITE 1500 | ST. LOUIS, MO
63102 | (314) 367-6100



ZONING EXHIBIT FOR ZONING CHANE FOR ZONING AMENDMENT REQUEST
FROM PUD-C SUP FOR 1500 sq.ft. RESTAURANT TO PUD-C SUP 2400 sq.ft.
RESTAURANT

Building Exhibits



Building Exhibits

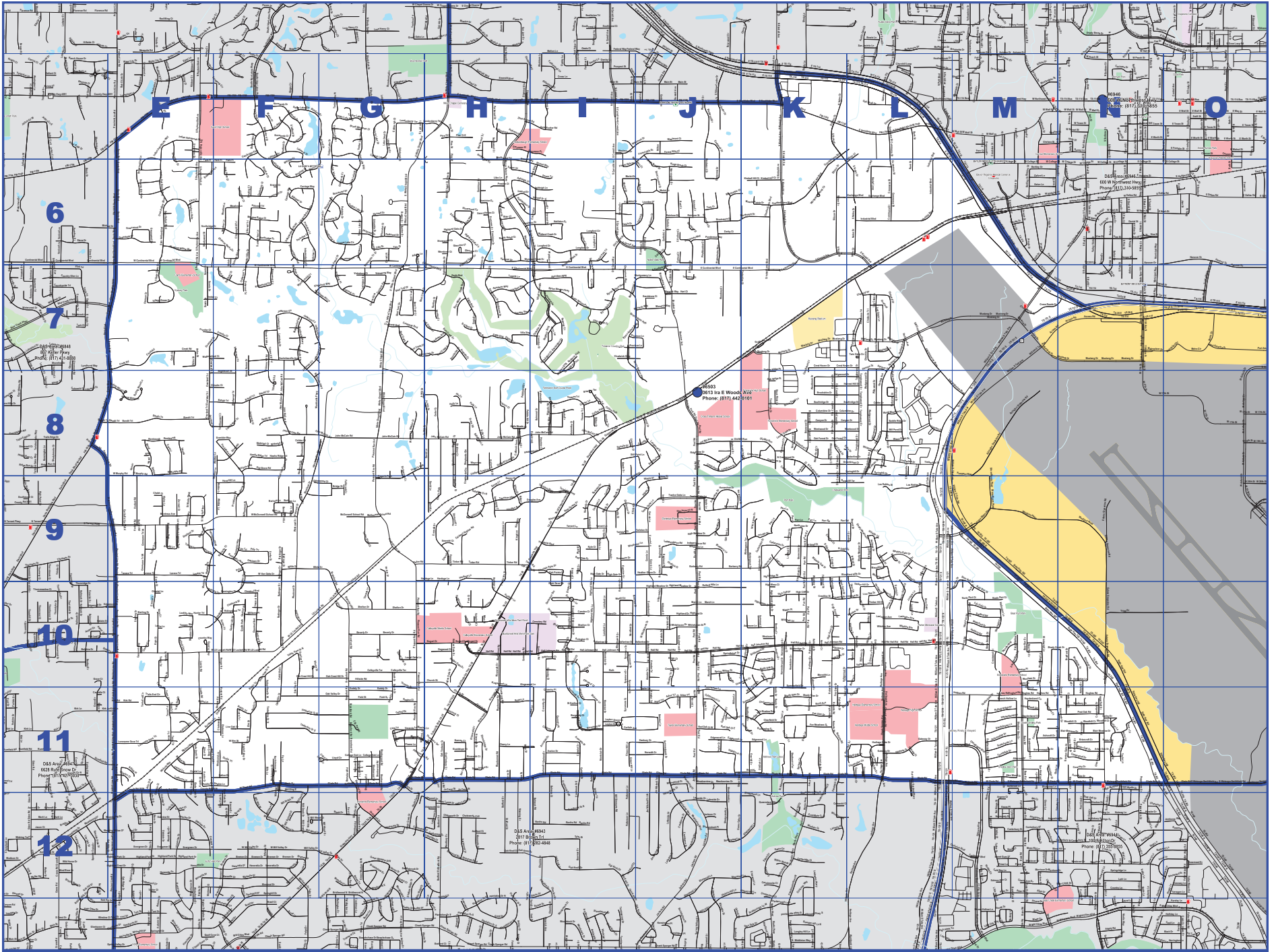


Building Exhibits



Oculus Inc. | RETAIL

Building Exhibits



ORDINANCE O-10-1769

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT 1R2, BLOCK 1, OF THE TROPICANA FUELS ADDITION LOCATED AT 7101 COLLEYVILLE BOULEVARD FROM THE ML-LIGHT MANUFACTURING ZONING DISTRICT TO A PUDC-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT AND AUTHORIZING A SPECIAL USE PERMIT FOR A PACKAGE STORE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC10-020; 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 and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration 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 amending the official zoning map by changing the zoning from the ML-Light Manufacturing zoning district to a PUDC-Planned Unit Development Commercial zoning district and authorizing a Special Use Permit for a package store on Lot 1R2, Block 1, of the Tropicana Fuels Addition located at 7101 Colleyville Boulevard, as depicted on Exhibits "A" and "C" and described in 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 the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDC is for retail uses as specified below.
- b. A Special Use Permit is hereby granted for a package store as depicted on Exhibit "A" and described in Exhibit "B" and depicted on Exhibit "C".
- c. In addition to the package store use allowed by Special Use Permit, the following secondary uses shall be permitted as described below:
- | | |
|---|---------------------------|
| Restaurant and catering: | 1,500 square foot maximum |
| Wholesale warehousing and distribution of liquor: | 1,328 square foot maximum |
| Office/Customer education and training facility: | 1,500 square foot maximum |
- d. The package store and secondary uses authorized by this PUD and Special Use Permit shall not exceed a combined gross floor area of 9,010 square feet.

2. OPEN SPACE AND LANDSCAPING

- a. This development shall contain a minimum of 21% of open space.
- b. All landscaping and buffering shall meet the minimum requirements of Chapter 4-Landscaping and Buffering in the Land Development Code.

3. SIGNAGE

- a. All signs advertising the package store shall meet the following conditions: (1) all signage, at a minimum, shall meet the minimum requirements of Chapter 7-Sign Regulations in the Land Development Code; (2) Section 108.52 of the Texas Alcoholic Beverage Code is hereby adopted by reference of which all requirements pertaining to signage shall apply to this Special Use Permit; (3) Upon abandonment of the business authorized by this Special Use Permit, all signage advertising the package store shall be removed in its entirety at the expense of the business and/or property owner within thirty days of abandonment.
- b. Any drive-through windows associated with this development are hereby prohibited.

4. GENERAL DEVELOPMENT REQUIREMENTS

- a. The package store authorized by this Special Use Permit shall be required to comply with all provisions of the attached Exhibits "B", "C", and "E".
- b. The building design for the principle structures shall be generally consistent with elevations shown on the attached Exhibit "D".
- c. This Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

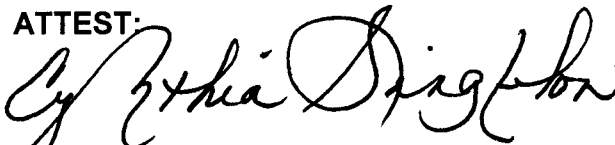
Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

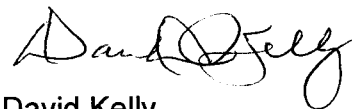
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4th day of September 2010.

The second reading and public hearing being conducted on the 21st day of September 2010.

ATTEST:

Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map

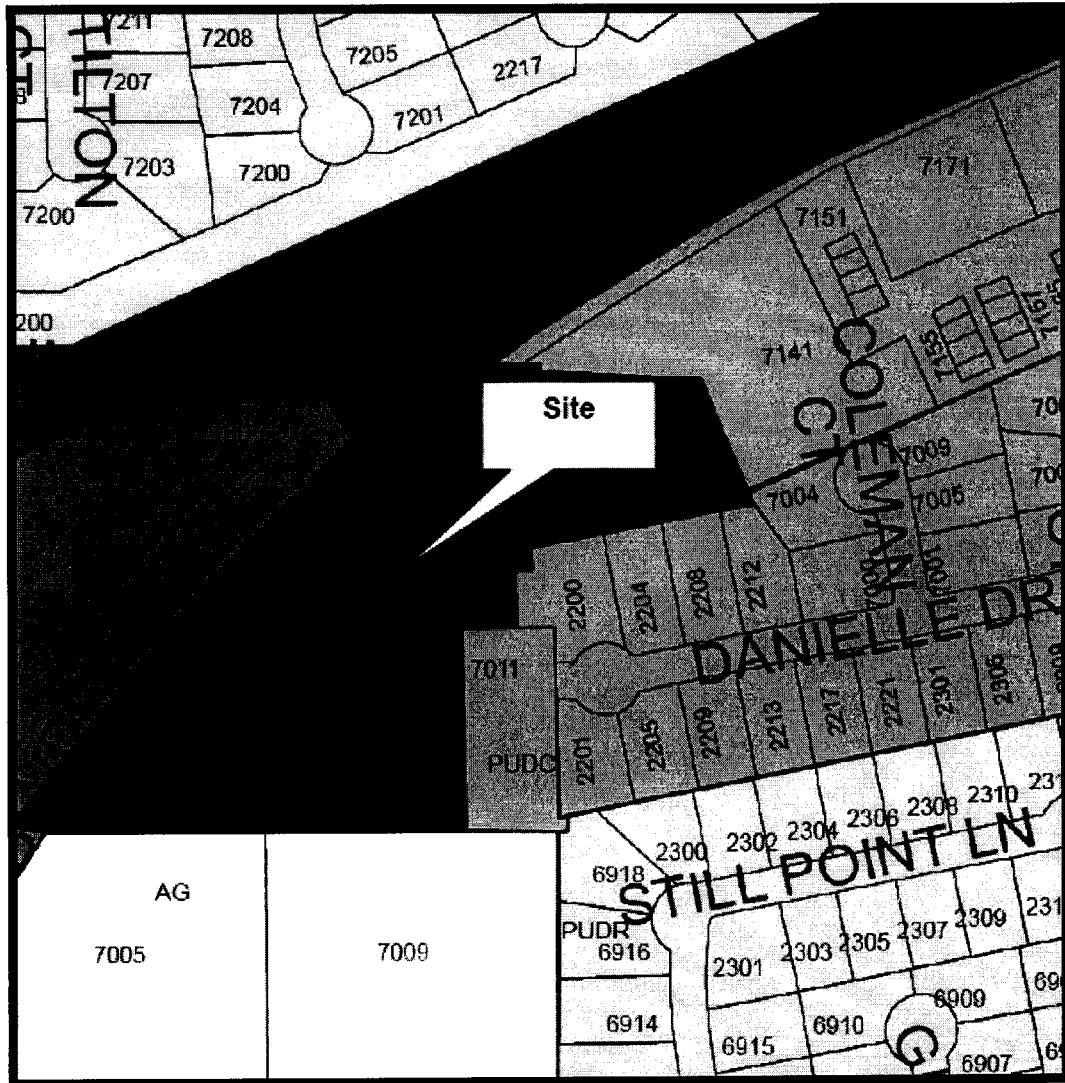


Exhibit "B" – Statement of Planning Objectives

BEAR CREEK SPIRITS & WINE

Statement of Planning Objectives and Business Description

The property and main building located at 7101 Colleyville Boulevard at John McCain will become a fine wine and spirits store by December 17, 2010 pending application and permit approvals. Bear Creek Spirits & Wine will service consumers from the West side of Colleyville and pull from Grapevine, Southlake and the surrounding area. The business will generate an estimated \$313,500 in sales taxes and \$6,062 in Ad Valorem taxes and \$38,000 in property taxes during the first twelve months.

The intersection provides for safe and easy property ingress and egress with a turn signal from the intersection of Colleyville Blvd & John McCain. A comprehensive traffic study will be provided in order to better determine the traffic impact. The business plan includes an estimated 330 customers per day and a \$37.15 average ring up during the 310 days per year the store is open.

The hours of operation as mandated by the state will be 10am to 9pm Monday through Saturday. The store will be closed on all Sundays, Thanksgiving, Christmas and New Years day or the following Monday if these holidays fall on a Sunday. The store will employ as many as seven people with three on staff at all times.

Phase I construction will start October 25, 2010 pending permits and completed by December 17, 2010. This will include combining building A and building B as shown on the floor plan by adding a new 782sf addition between the buildings. All exterior improvements will be completed in phase I which include the enclosure of the front car wash bay door, adding a beer and wine cooler to the back of the main building, demolition of the gas pump awning, removal of all exterior car wash equipment, adding stone on the new addition and front of building B to match building A, adding an awning over the new door and windows, a new patio with a wood arbor (in front of the new addition between the buildings) and new parking lot stripes with a minimum of 50 spaces provided. When phase I is completed, the exterior building will be as shown in the revised elevation drawing. Phase I will also include the interior build out of the main building with a temperature controlled wine cellar, a custom built wood wine cove, tasting bar and a new cash register counter with a drop safe. A new security system with 24 hour digital surveillance cameras strategically placed throughout the interior and exterior building will be added. One wall sign placed on the front of building B and a monument sign will be erected near the property entrance. When complete, phase I will provide 4,325sf of retail space.

Phase II of the build out plan is scheduled to begin April 1, 2011 pending liquidation of the car wash equipment and completed by July 30, 2011. Interior finish out will begin sooner if the car wash equipment is sold prior to April 2011. Plans include building out the interior space between the two buildings and the interior of the car wash bay which will include 1,328sf of storage, 1,857sf of new retail space and 1,500sf of office and an education conference room.

The combined square footage when both phase I and II are completed will be 9,010 of which 6,182sf will be retail space, 1,328sf of storage and 1,500sf for office and the education conference room. No immediate plans are in place for a restaurant. Future plans may include converting the 1,500sf office space into a food concept that compliments the wine & spirits store such as honey glazed hams, smoked turkeys and deli with party platters and appetizers. A small LD wholesale business for servicing local restaurants and bars will be operated out of the store. Some inventory will be stored in the 1,328sf back room which will be used to replenish the retail store and service the on premise accounts. Deliveries will be made out of the back of a Tahoe with a cartage permit. The business may purchase a van for future deliveries. The operation will not require forklifts. No semi-trailer trucks will be allowed in the back of the store.

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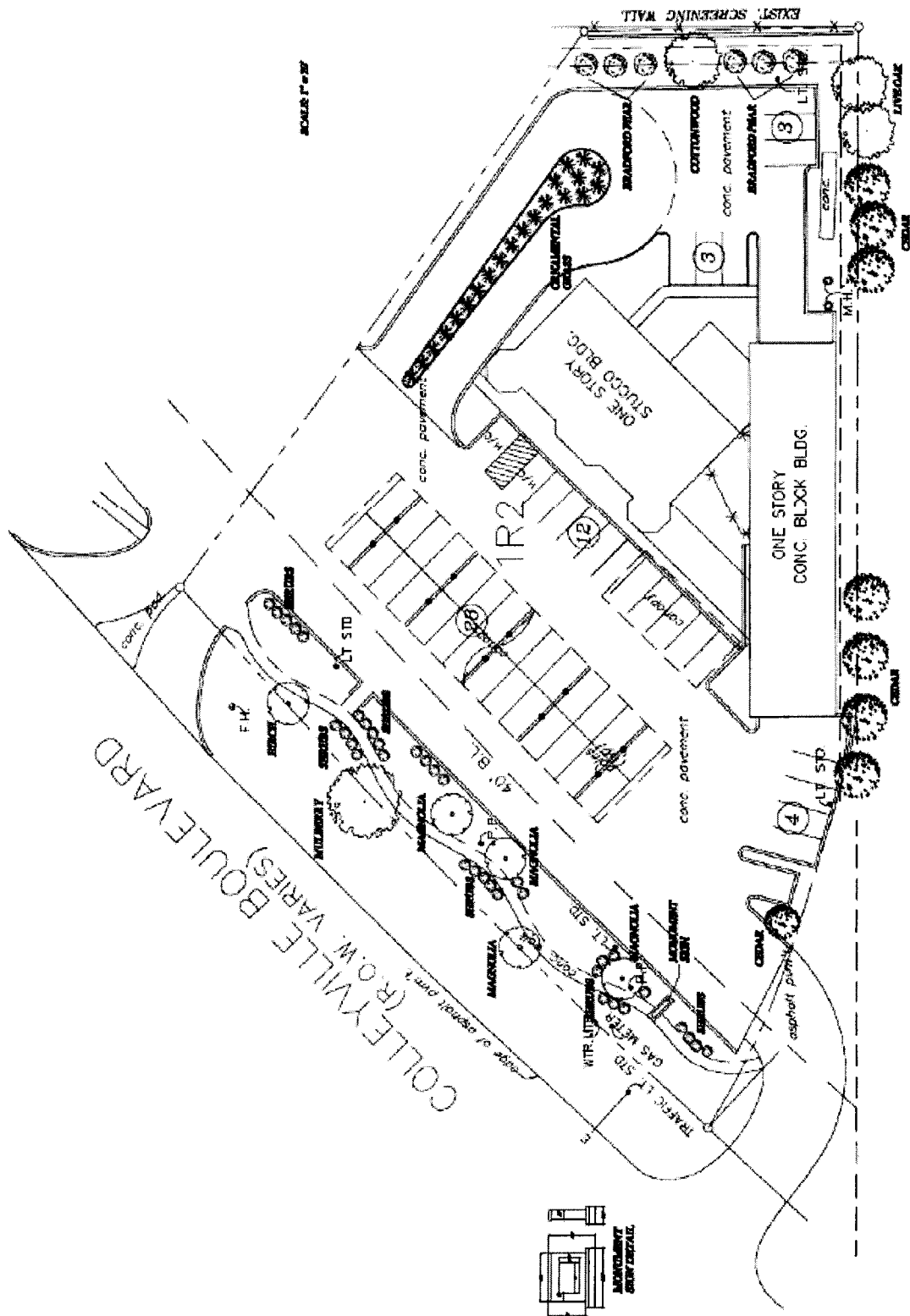


Exhibit "D" – Building Elevations

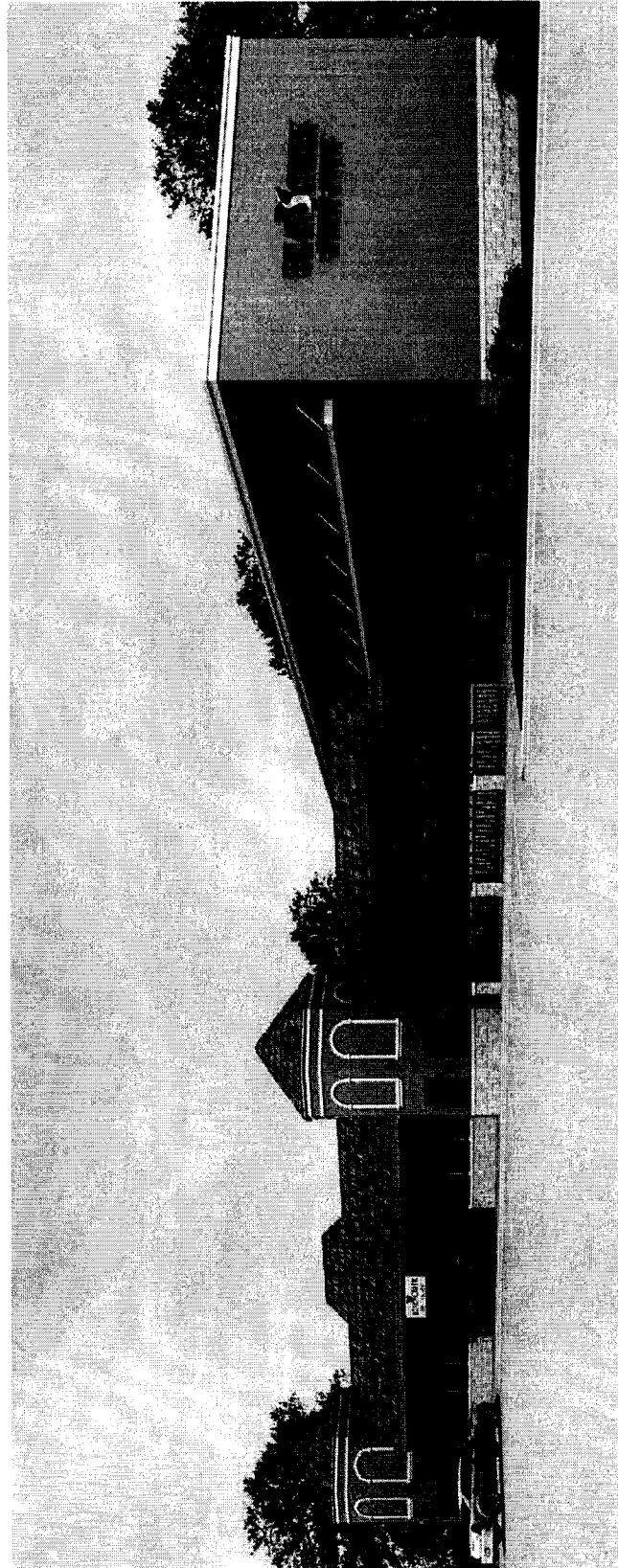


Exhibit “E”

CRIME PREVENTION RECOMMENDATIONS FOR CONVENIENCE STORES AND PACKAGE STORES

Purpose

The purpose of these recommendations are to protect the health, safety, and welfare of the citizens of the City of Colleyville by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that may occur in a convenience store or package store in the City. To this end, these recommendations address best practices in crime prevention through environmental design including height markers, visibility into and around the business, alarm systems, physical security, drop safes, surveillance camera systems, and minimum staffing requirements.

Definitions

Unless otherwise expressly stated, the following terms shall, for the purposes of these recommendations, have the meanings indicated in this section:

“Convenience Store” means an establishment designed, intended, adapted or used primarily to provide for consumer shopping of a brief duration, characterized by a limited product mix (generally emphasizing prepared and snack foods, beverages, tobacco products or gasoline/motor vehicle fuel), close-in parking, and limited retail space.

“Drop Safe” means a cash management device in which money can be deposited without the depositor having access to the contents.

“Employee” means any person listed on the payroll of a convenience store or package store as an employee, whether part-time, full-time, permanent, or temporary. The term does not include a person providing only janitorial or security services to the store.

“Height Marker” means a measuring strip that is attached on or near the door frame of doors used for ingress and egress to the store to aid in identifying the height of a person suspected of committing a crime.

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

"Manager" means the person designated as the supervisor or person in charge of the operations of the store.

"Owner" means the person or persons who hold title to, leases or has a possessory interest in property for the purpose of operating a convenience/package store.

Height markers

A convenience/package store shall have height markers posted at all public exits to aid in obtaining a physical description on any suspicious person or suspect in a criminal offense.

Visibility

- A) A convenience/package store shall maintain an unobstructed line of sight allowing a clear view of and from the cash register and sales transaction area through all windows and public access doors. Such windows and doors must be clear of all items that would obstruct a clear view including, but not limited to, tinting, signage, advertisements, shelving, and merchandise. Such unobstructed line of sight must, at a minimum, extend from three feet above the ground to at least six feet above the ground.
- B) Landscaping shall be maintained in a manner that allows an unobstructed view of all windows and doors in an attempt to prevent blind spots or places of concealment.

Alarm system

- A) A convenience/package store shall have a silent panic or holdup alarm system for which a permit has been issued by the City. This system shall, at a minimum, include a panic button located within reach of the cash register and out of view of the customer. Such panic button will generate an alarm signal indicating a holdup or other life-threatening emergency requiring a police department response.
- B) A convenience/package store shall have posted at all public exits and entrances signs or decals indicating that a security alarm system is in use.

Entrances and Exits

- A) All doorways shall be secured with a deadbolt lock. Deadbolt locks within 40 inches of a breakable surface must be a double cylinder lock.

- B) Service or delivery entrances shall be equipped with an exterior, high resolution digital video camera or a “peep hole”, which enables employees to visually observe the area immediately outside the door.

Drop safe

- A) A convenience/package store shall have a drop safe on the premises to keep the amount of cash available to employees to a minimum. A drop safe must be bolted to the floor and may have a time-delay mechanism to allow small amounts of change to be removed.
- B) A convenience/package store shall have a written cash accountability policy mandating the maximum amounts of cash that can be kept in cash registers.
- C) A convenience/package store shall have posted, at or near the point(s) of sale, decals or signs indicating that employees cannot open the safe and that employees have minimum cash on hand.

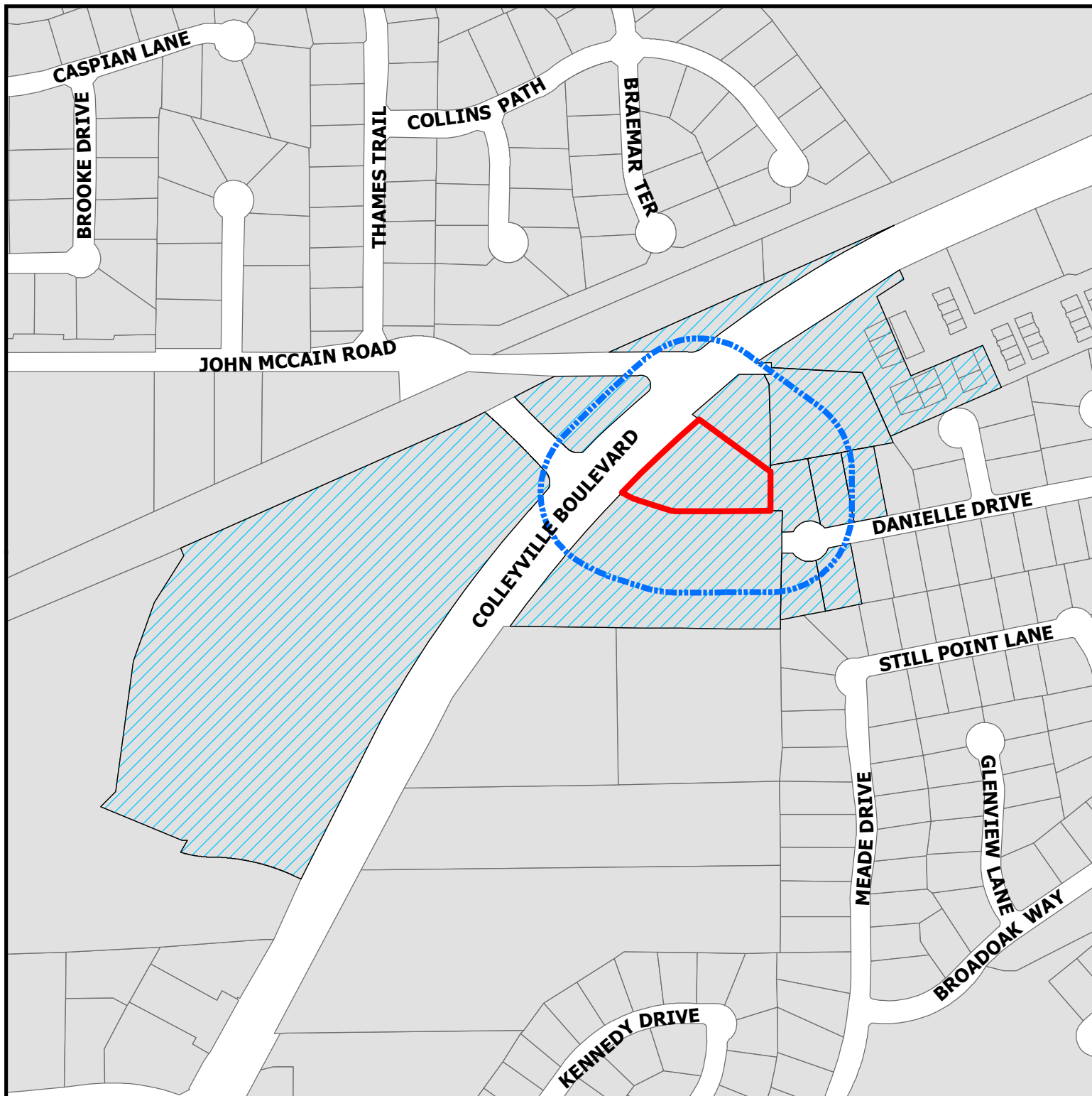
Surveillance camera system

- A) A convenience/package store shall have a minimum of two, color digital high-resolution surveillance cameras. One camera must have an overall view of the counter/register area and the other camera a view of the main entrance/exit area and both shall display the correct date and time of the recording.
- B) The entrance/exit area camera shall be placed to provide a clear and identifiable full frame of the filmed individual's face.
- C) The cameras shall be operated at all times including hours when the store is not open for business.
- D) The owner or manager shall provide the police department, upon request, digital color images in connection with any criminal investigation.
- E) The owner or manager shall maintain a library of the recorded digital images for not less than 30 days.
- F) A convenience/package store shall have posted, at or near the point(s) of sale, signs or decals indicating that surveillance cameras are in use.

Minimum Staffing

- A) A convenience/package store will maintain a minimum staffing of at least two (2) employees on-site at all times when the business is open.

Notification Map

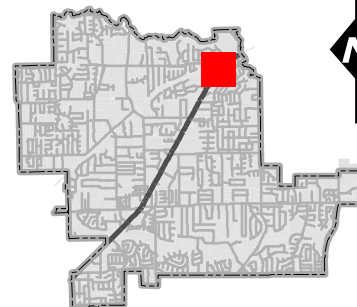


ZC18-017

7101 Colleyville Boulevard

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.

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
JARWAN, ESAM	2208 DANIELLE DR	COLLEYVILLE, TX	76034	2208 DANIELLE DR
KUHN, ALYCE	2204 DANIELLE DR	COLLEYVILLE, TX	76034	2204 DANIELLE DR
CUSTOMER SOLUTIONS INC	906 LAGUNA TR	KELLER, TX	76248	7109 COLLEYVILLE BLVD # B
THOMAS-AISTRUP, PATRICIA	2201 DANIELLE DR	COLLEYVILLE, TX	76034	2201 DANIELLE DR
HALE EQUITY LLC	7131 COLLEYVILLE BLVD STE 101	COLLEYVILLE, TX	76034	7131 COLLEYVILLE BLVD UNIT 101
CASTRO, CHRIS	2205 DANIELLE DR	COLLEYVILLE, TX	76034	2205 DANIELLE DR
PECAN CREEK VILLAGE CNTR PRTN	8231 E PRENTICE AVE	GREENWOOD VILLAGE, CO	80111	6930 COLLEYVILLE BLVD
QUANTUM BEVERAGE HOLDINGS LLC	7401 BRAEMAR TERR	COLLEYVILLE, TX	76034	7101 COLLEYVILLE BLVD
UNIQUE LANDSCAPING DESIGN	7111 COLLYVILLE BLVD	COLLEYVILLE, TX	76034	7111 COLLEYVILLE BLVD
SOLORZANO, KEONA	2200 DANIELLE DR	COLLEYVILLE, TX	76034	2200 DANIELLE DR
GARDENS COMM PARTNERS LTD	101 NW NEWTON DR	BURLESON, TX	76028	7015 COLLEYVILLE BLVD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	6950 COLLEYVILLE BLVD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	7100 COLLEYVILLE BLVD
TIMARRON-CASCADES AT TIMARRON	700 WENTWOOD DRIVE	SOUTHLAKE, TX	76092	COURTESY NOTICE
MAYHALL, BRADLEY	1808 HARWOOD COURT	HURST, TX	76054	APPLICANT
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOOD AVE	GRAPEVINE, TX	76051	STATE REQUIRED

Public hearing notices were mailed on Friday, May 25, 2018 by Araceli Botello



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC18-017
Applicant: Bradley Mayhall
Owner: Randy Johnson
Location: 7101 Colleyville Boulevard
Property Description: Lot 1RA2, Block 1, of the Tropicana Fuels Addition
Present Zoning: PUD-C Planned Unit Development Commercial
Request: Consideration of a request to amend the PUD-C Planned Unit Development Commercial zoning district for Lot 1RA2, Block 1, of the Tropicana Fuels Addition. The purpose is to allow for an increase in the square footage allowed for a restaurant, the restaurant being Domino's. The proposed amendment will increase the square footage from 1,500 square feet to 2,400 square feet.

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 14, 2018 at 7:00 p.m.
City Council Meetings: Tuesday, June 5, 2018 & Tuesday, June 19, 2018 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 500 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. A brief project description can be found online on the Active Development Case map: <https://www.colleyville.com/zoning.html>. For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Ben Bryner
Community Development Director
bbryner@colleyville.com

ORDINANCE O-18-2052

AMENDING ORDINANCE O-10-1769 CONDITIONS; 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 Council approved Ordinance O-10-1769 on September 21, 2010, to establish the zoning to allow for a Package Store use and secondary uses to include restaurant and catering, wholesale warehousing and distribution of liquor, and office/customer education and training for Lot 1RA2, Block 1, of the Tropicana Fuels Addition located at 7101 Colleyville Boulevard; and

WHEREAS, the City of Colleyville has received a request for an amendment to Ordinance O-10-1769, under Case Z-18-017; 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 Lot 1RA2, Block 1, of the Tropicana Fuels Addition, located at 7101 Colleyville Boulevard, from the PUD-C Planned Unit Development-Commercial Zoning District to the PUD-C Planned Unit Development-Commercial Zoning District, as depicted in the attached Exhibit "A".
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. General

- a. The following amendments to Ordinance O-10-1769 are hereby authorized:
- i. Section 4.1.c of Ordinance O-10-1769 is hereby amended to revise the square footage maximum for the Restaurant and Catering use from 1,500 square feet to 2,400 square feet.
 - ii. Ordinance O-10-1769 hereby remains valid and all provisions of Ordinance O-10-1769 shall remain in full force and effect except where amended herein.

- Sec. 4. 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. 5. 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. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 2nd day of July 2018.

The second reading and public hearing being conducted on the 17th day of July 2018.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____
ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

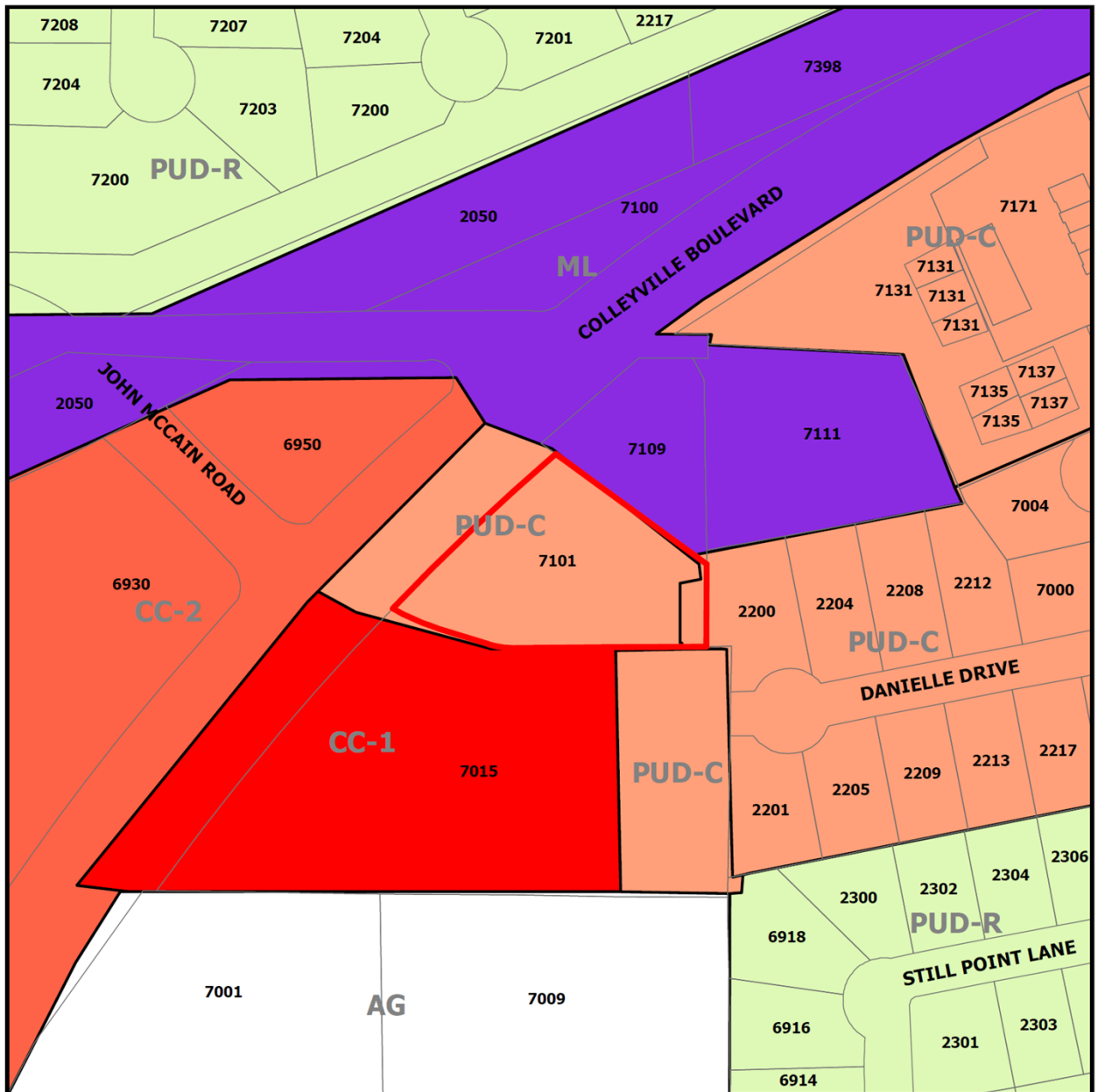
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"- Zoning Map

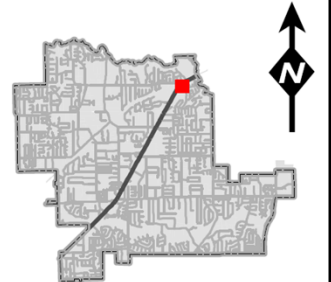


ZC18-017

7101 Colleyville Boulevard

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.

 Subject Property





City of Colleyville City Council Agenda Briefing

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

Agenda Number 6d

Agenda Date 07/17/2018

Number Ordinance O-18-2053

Type Ordinance

Department Community Development

Title

Consideration of amendments to the Land Development Code, specifically Chapter 1 – General Provisions and Chapter 4 – Landscaping and Buffering

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

Second Reading and Public Hearing

At the July 2, 2018 City Council Meeting, there was extensive discussion regarding the notification boundaries, the Land Development Code and Building Codes, and the scope and authority of the Zoning Board of Adjustment.

First Reading and Public Hearing

The City Council had instructed staff to review and propose amendments to each chapter within the City's Land Development Code (LDC). City staff has already reviewed the attached chapters with the City Council at their recent worksession meetings. The process for adopting amendments to the LDC include formal review and recommendation by the Planning and Zoning Commission followed by formal review and approval by the City Council.

The attached chapters are the beginning of the formal adoption process. The remaining chapters will be brought forward over the next several months until the entire Land Development Code has been reviewed.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendments with modifications at their June 11, 2018 meeting by a vote of 5-0.

Financial Impact

There is no fiscal impact for this item.

Recommendation

Approve

Attachments

1. Attachment "A" - Ch. 01 General Provisions - Redline v4 (06.22.18)
2. Attachment "B" - Ch. 04 Landscaping and Buffering - Redline v3 (06.22.18)
3. Ordinance - O-18-2053 Amendments to Chapter 1 & Chapter 4

Chapter 1 General Provisions

Rev. 05/04/2010

Section 1.1 Title

This document shall be known and may be cited as the Land Development Code of the City of Colleyville, Texas.

Section 1.2 Applicability

The provisions of this Land Development Code shall apply to all lots, parcels of land, rights-of-way, buildings and structures located within the Corporate Limits of the City of Colleyville.

Section 1.3 Authorization for Adoption of This Land Development Code

The regulations contained in the various chapters of this Land Development Code have been adopted upon approval of an ordinance, after public hearing, by the City Council of the City of Colleyville in accordance with the authority described within each chapter and the following:

1. *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality; and.
2. *The Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 1.4 Purpose of the Land Development Code

The purpose of this Land Development Code is to promote the health, safety, and general welfare of the community and to:

1. combine zoning, subdivision and other regulations into a single document that can be used for development of property and public facilities in Colleyville, Texas;
2. establish reasonable standards of design and procedures for subdivisions in order to further the orderly layout and use of land, and to ensure proper legal descriptions of subdivided land;
3. provide that the cost of improvements which primarily benefit the tract of land being developed be borne by the owners or developers of the tract and that the cost of improvements which primarily benefit the entire community be borne by the community as a whole; and
4. avoid overlapping, conflicting or inconsistent regulations found in land use control systems consisting of separate zoning, subdivision, and other ordinances.

Section 1.5 Purpose of This Chapter

The purpose of this Chapter is to:

1. establish rules, regulations and procedures for the administration of this Land Development Code and to establish the process for amending this Code;

2. establish regulations which describe the process for considering waivers, variances and appeals regarding this Land Development Code; and
3. establish specific boards and commissions responsible for considering requests for a waiver or variance from a regulation or to hear an appeal of a decision of an Administrative Official authorized to enforce and administer this Land Development Code.

Section 1.6 Administration and Enforcement

The provisions of the Land Development Code shall be administered, interpreted and enforced by the City Manager, his designee, or by the administrator designated within this Code.

Section 1.7 Fees

The schedule of fees and charges associated with application filing, processing, plan review, or any other fee required by provisions of this Land Development Code, shall be established by the City Council. Furthermore, until all applicable fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal authorized by this Land Development Code. Fees required by this Land Development Code shall not be refundable, except where a specific provision provides for refunding.

Section 1.8 Compliance Required

All land, buildings, structures or appurtenances thereon located within the City which are hereafter occupied, used, erected, altered or converted shall be used, placed and erected in conformance with the regulations prescribed herein. In their interpretation and application, the provisions of these regulations shall be construed to be the minimum requirements for the promotion of the public health, safety, convenience, comfort, morals and general welfare. Land used in meeting the requirements of this Land Development Code with respect to a particular use or building shall not be used to meet the requirements for any other use or building. No approval, authorization to proceed, or issuance of any certificate or permit shall be construed as an approval of a violation of the provisions of this document or of other ordinances of the City of Colleyville. Certificates presuming to give authority to violate or cancel the provisions of this document or of other ordinances of the jurisdiction shall be void.

Section 1.9 Certificate of Occupancy Required

Certificate of Occupancy requirements shall be in accordance with the currently adopted Building Code(s) in effect at such time.

~~1.9.A CERTIFICATE REQUIRED PRIOR TO OCCUPANCY~~

~~No building, or portion thereof, or parcel of land shall be occupied or used until a certificate of occupancy has been issued by the City. Furthermore, no non-residential building, or portion thereof, or parcel of land shall change in use or occupancy until a certificate of occupancy has been issued by the City. A current certificate of occupancy is required on all land, buildings, or portions thereof except non-habitable accessory buildings. Failure to comply with this provision may result in the issuance of a citation and/or constitute basis for denial of or disconnection from City utilities or to require a franchised utility company to do likewise.~~

~~1.9.B CONNECTION TO UTILITIES~~

~~No connection to the City utility systems shall be allowed unless and until a certificate of occupancy has~~

Commented [EW1]: The International Building Code (IBC) and International Residential Code (IRC) contain provisions for CO's and this language is contradictory or otherwise in conflict

been issued by the City Inspector. However, temporary connection of utilities for a specified duration may be authorized by the City Inspector for the purpose of clean up, construction or other such purposes.

1.9.C – RECORDS

The Building Inspection Office shall maintain a record of all buildings or parcels of land for which a Certificate of Occupancy has been issued.

1.9.D – CERTIFICATE OF OCCUPANCY APPLICATION

Application for a certificate of occupancy shall be made to the Building Inspection Office. No application for a certificate of occupancy shall be approved which does not, at a minimum, contain the following information: business name, business address, business phone number, type of proposed use, business owner, business owner's address, business owner's phone number and emergency phone number, applicant's driver's license number, applicant's date of birth, and applicant's signature.

1.9.E – DISPLAY AND STATUS OF CERTIFICATE OF OCCUPANCY

1. All non-residential occupancies shall display a certificate of occupancy on the site and in a conspicuous place.
2. The holder of a certificate of occupancy for a non-residential occupancy is required to notify the Building Inspection Office of any change of address, name changes, or other pertinent information listed on the certificate of occupancy application.

Section 1.10 Project Under Construction at Time of Code Adoption

DELETE THIS SECTION

Nothing herein contained shall require any change in the plans, construction or designated use of a building actually under construction within the city on the effective date of this document and which entire building shall be completed within one (1) year from the effective date of the document or which building shall be maintained under continuous construction even though not completed within one (1) year. Nothing herein contained shall require any change in plan, construction or designated use of a building for which a building permit has been heretofore issued while such permit is valid and provided the building shall have been started within 180 days of the date of issuance of the permit and which entire building shall be maintained under continuous construction even though not completed within one (1) year.

Commented [EW2]: Time limitations are already addressed in the currently adopted building codes

Section 1.11 Compliance Required for Building Permits & Utility Services

DELETE THIS SECTION

No building or structure may be erected, constructed or installed on any lot, tract or parcel of land and public utilities shall not be extended or connected to a building or structure unless the lot, tract or parcel of land is in compliance with the provisions and requirements of this Land Development Code and all applicable Building Permits and authorizations to proceed are first obtained.

Commented [EW3]: Language is stating the obvious and utility connections are addressed by current codes and/or policies

Section 1.12 Waivers and Appeals - Generally

Any person seeking approval of a development as required by this Land Development Code may request a waiver of or a variance from a requirement contained in this Code, or appeal a decision of an Administrative Official by submitting a request using the procedures described in this Chapter. Due to the unique arrangement and statutory organization of this Land Development Code, provisions for waivers, variances and appeals of administrative decisions vary from chapter to chapter. The following table shows the approval authority for waiver, variance and appeal requests for the specific chapters of this Land Development Code.

Approval Authority for Waiver, Variance and Appeal Requests					
Chapter Title	City Council	P & Z Commission	ZBA	Sign Board	Staff
Chapter 2 – Definitions	N/A	N/A	See Section 1.16	N/A	N/A
Chapter 3 – Land Use	See Section 1.13	N/A	See Section 1.16	N/A	N/A
Chapter 4 – Landscaping & Buffering	N/A See Section 4.4	N/A See Section 4.4	N/A	N/A	See Section 4.6 N/A
Chapter 5 – Tree Preservation	See Section 1.13	See Section 1.14	N/A	N/A	N/A
Chapter 6 – Building Design	See Section 1.13	See Section 1.14	N/A	N/A	N/A
Chapter 7 – Sign Regulations	See Section 1.13	N/A	N/A	See Section 1.15	N/A
Chapter 8 – Platting Procedures (except perimeter streets)	See Section 1.13	See Section 1.14 & 7.2	N/A	N/A	N/A
Perimeter streets	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 9 – Subdivision Design & Required Facilities	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 10 – Private Streets & Entrance Gates	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 11 – Park Land Dedication	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 12 – Erosion Control	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 13 – Impact Fees	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 14 – Engineering Design	See Section 1.13	N/A	N/A	N/A	N/A
Chapter 15 – Public Works Construction Details	See Section 1.13	N/A	N/A	N/A	N/A

Note to table above: N/A – Not Authorized

Section 1.13 Waivers and Appeals – City Council

- A. Where specifically provided for in this Land Development Code, the City Council shall have the authority to consider requests for a waiver or to hear and decide an appeal from an administrative decision on a regulation. The City Council may approve, disapprove or modify such a request provided that such approval or modification will not be detrimental to the public safety, health, or welfare or injurious to other property. The applicant shall provide information to support a claim that there are extraordinary hardships or practical difficulties which may result from strict compliance with the regulation or that the public interest may be better served by an alternative proposal.
- B. Notwithstanding any provision of this Land Development Code relating to waiver procedures contained herein, and to the extent not otherwise prohibited by State law, the City Council shall have the authority to directly consider requests for a waiver to any regulation contained herein in connection with the construction of a mutual access easement/drive adjacent to a Major Arterial as defined in the Master Thoroughfare Plan. The City Council may approved, disapprove or modify such a request provided that such approval or modification will not be detrimental to the public safety,

health, or welfare or injurious to other property. The applicant shall provide information to support a claim that there are extraordinary hardships or practical difficulties which may result from strict compliance with the regulation or that the public interest may be better served by an alternative proposal.

Section 1.14 Waivers and Appeals – Planning and Zoning Commission

Where specifically provided for in this Land Development Code, the Planning and Zoning Commission shall have the authority to consider a waiver or to hear and decide an appeal from an administrative decision on a regulation. The Planning and Zoning Commission may approve, disapprove or modify such a request provided that such approval or modification will not be detrimental to the public safety, health, or welfare or injurious to other property. The applicant shall provide information to support a claim that there are extraordinary hardships or practical difficulties which may result from strict compliance with the regulation or that the public interest may be better served by an alternative proposal.

Section 1.15 Waivers and Appeals – Sign Board of Appeals

Note: Section 1.15 replaced in its entirety. (Ord. 0-03-1414 / 09-02-2003)

- A. Creation of Sign Board of Appeals – There is hereby created a Sign Board of Appeals consisting of five (5) members and two (2) alternate members, each to be appointed by the Council for a two year term, or until a successor is appointed. Three members of the Board and one (1) alternate member shall be selected in even numbered years and two members and one (1) alternate member in odd numbered years. In the event of a vacancy, the Council shall appoint a member to serve for the unexpired term. Alternate Board members shall serve in the absence of regular members. The Sign Board of Appeals shall consist of the same members and officers as the Zoning Board of Adjustment.
- B. Authority of the Sign Board of Appeals – The Sign Board of Appeals shall have the authority to hear and decide on requests for a variance from the requirements contained in *Chapter 7 – Sign Regulations* of this Land Development Code. The Sign Board of Appeals shall also have the authority to hear and decide an appeal of an administrative decision on a regulation contained in *Chapter 7 – Sign Regulations* of this Land Development Code. The authority established under this paragraph shall be applicable to a definition contained in *Chapter 2 – Definitions* of this Land Development Code required for the administration and enforcement of the provisions of *Chapter 7 – Sign Regulations*.
- C. Quorum and Organization – Four members of the Sign Board of Appeals shall constitute a quorum. In the event of the absence of the Chairman and Vice-Chairman, the four members constituting the quorum shall elect for that meeting a member to preside as Acting Chairman and to assume all duties of the Chairman.
- D. Meetings, Hearings and Rules of Procedures – The Board shall adopt rules of procedure for the conduct of its meetings. Meetings shall be held at the call of the Chairman or at such times as the Board may determine. All meetings and hearings shall be open to the public and shall be conducted in accordance with the procedure set forth in these regulations and the rules of procedure adopted by the Sign Board of Appeals. Such rules of procedure may be amended by the Sign Board of Appeals membership. The minutes of the meetings shall be recorded, showing the vote of each member upon the question, and shall be made a matter of public record. The concurring vote of four members of the Board shall be necessary to render a decision on any matter before the Board. The Sign Board of Appeals shall meet monthly, provided there has been an appeal or request for variance filed with the ~~Building~~ Administrative Official on or before the last date to receive applications prior to the scheduled meeting date. The Building Official shall publish a calendar establishing such final application dates.
- E. Variance – A person may request a variance from a requirement contained in *Chapter 7 – Sign Regulations* by filing said request with the ~~building official~~ Administrative Official. A request for a variance shall be accompanied by a non-refundable filing fee. The filing fee shall be established by separate ordinance by the City Council. A request for variance shall be referred for consideration to the Sign Board of Appeals. In considering a request for a variance, the Sign Board of Appeals shall consider,

Commented [EW4]: Provision should not list a specific position

Commented [EW5]: Provision should not list a specific position

among other things, the degree of variance, the reason for the variance requested, the location of the variance request, the duration of the requested variance, the effect on public safety, the protection of neighborhood property, the degree of hardship or injustice involved, and the effects of the variance on the general plan of regulation of signs within the City.

- F. **Fees** – No action shall be taken on any application submitted to the Sign Board of Appeals until all applicable fees have been paid in full. No refund of any application fee shall be made after the request has been advertised and scheduled for consideration by the Board.
- G. **Public Hearing and Written Notification** – No action to approve or deny any application shall be taken until the Board has held a public hearing and received comment, and only after written notice of the public hearing of the date, time and place where the variance request is to be considered has been sent to the owners of real property lying within ~~two hundred five hundred (200500)~~ feet of the property and all Home Owner's Associations (HOA's) lying within one thousand (1,000) feet of the property where the application is being considered. Such notice shall be given to each property owner as listed on the last approved tax roll not less than fifteen (15) days before the date set for hearing by depositing letters properly addressed and postage paid in the United States Post Office.
- H. **Appeal to City Council** – The decision by the Sign Board of Appeals shall be final, unless the applicant submits a written notice of appeal within ten (10) days from the date of the action by the Board. The enforcement official shall re-notify all property owners lying within ~~two hundred five hundred (500) feet of the property and all Home Owner's Associations (HOA's) lying within one thousand (1,000) feet of the property (200) feet of the area~~ being considered and place the applicant's appeal request on the next available agenda for consideration by the City Council.

Commented [BB6]: Increased for more notification coverage; several locations in this chapter

Commented [BB7]: Increased for more notification coverage; several locations in this chapter

Section 1.16 Variances & Appeals – Zoning Board of Adjustment

The Zoning Board of Adjustment shall have the authority to consider requests for a variance of a zoning regulation or to hear an appeal from an administrative decision on a regulation in *Chapter 3 – Land Use Regulations*; *Chapter 4 – Landscaping and Buffering*; and *Chapter 6 – Building Design (except for requests regarding tree mitigation requests which are considered by the Planning and Zoning Commission)*. The Zoning Board of Adjustment shall additionally have the authority to consider requests for an interpretation of any regulation or definition contained in this Land Development Code. The rules and procedures contained in this section shall be applicable to such request.

Commented [BB8]: Authority for Chapter 6 is the P&Z Commission

1.16-A. A **ZONING BOARD OF ADJUSTMENT ESTABLISHED**

A Zoning Board of Adjustment is hereby established, which shall consist of five (5) members and two (2) alternates, each to be appointed for a two (2) year alternate term by the City Council. All vacancies occurring on the Zoning Board of Adjustment shall be filled by appointment by the City Council. Each year after a new term begins members shall elect a Chairman and Vice-Chairman, a new term beginning at the first meeting in October. Members of the Zoning Board of Adjustment may be removed from office by the City Council for cause upon written charges and after a public hearing. Vacancies shall be filled by resolution of the City Council for the unexpired term of the member affected. The City Council shall appoint two (2) alternate Board members to serve in the absence of regular members.

1.16-B. B **PROCEEDINGS**

The Zoning Board of Adjustment shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this ordinance. Meetings shall be held at the call of the Chairman or Vice-Chairman and at such other times as the Board may determine. The Chairman, or in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.

Said Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other

official actions, all of which shall be made a matter of public record and be immediately filed in the office of the City and maintained by the person acting as City Secretary.

1.16.C **HEARINGS; APPEALS; NOTICE**

Appeals to the Zoning Board of Adjustment concerning interpretation or administration of a regulation may be taken by any person aggrieved or by any officer, agency, department or commission of the governing body of the City affected by any decision of the Administrative Official. Such appeals shall be taken within a reasonable time, not to exceed fifteen (15) days or such lesser period as may be provided by the rules of the Board, by filing with the Administrative Official on behalf of the Zoning Board of Adjustment a notice of appeal specifying the grounds thereof. The Administrative Official shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.

The Board shall fix a reasonable time for the hearing of an appeal, give public notice thereof as well as written notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by an agent or attorney.

1.16.D **STAY OF PROCEEDINGS**

An appeal stays all proceedings in furtherance of the action appealed from, unless the Administrative Official from whom the appeal is taken certifies to the Zoning Board of Adjustment after the notice of appeal is filed with him that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a court of record on application, on notice to the Administrative Official from whom the appeal is taken and on due cause shown.

1.16.E **JURISDICTION OF ZBA**

When in its judgment the public convenience and welfare will be substantially served, the Board of Adjustment may issue appropriate orders to the Administrative Official to guard against future error; and to promulgate appropriate procedure in addition to that under which the Administrative Official already operates. When the appropriate use of the neighboring property will not be substantially or permanently injured, the Board of Adjustment may in specific cases, after public notice and public hearing, (subject to appropriate conditions and safeguards and in accordance with Section 211.009, Local Government Code, V.T.C.A.), authorize the following variances and special exceptions to the regulations herein established and take action relative to the continuance or discontinuance of a nonconforming use. Thus, the Board has jurisdiction to:

1. Hear and decide appeals where it is alleged there is error on any order, requirement, decision or determination made by the Administrative Official in the enforcement of this code.
2. Interpret the intent of the Zoning District Map where uncertainty exists because the physical features, on the ground vary from those on the Zoning District Map and none of the rules set forth in *Chapter 3 – Land Use, Section 3.5.C - "Rules For Interpretation of District Boundaries"* apply.
3. Approve the use of a lot or lots in a residential district contiguous to (even if separated by a street or alley) an apartment, office, retail, commercial or industrial district for off-street parking of passenger vehicles subject to such standards and safeguards as are appropriate for the protection of adjacent residential uses.
4. Initiate on its motion or cause presented by interested property owners an action to bring about the discontinuance of a nonconforming use in accordance with the following:
 - a. Require the discontinuance of a nonconforming use under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this ordinance.

5. Permit the change of occupancy of a nonconforming use to another nonconforming use in accordance with the provisions of *Chapter 3 – Land Use* of this Land Development Code.
6. Permit the enlargement of a nonconforming use in accordance with the provisions of *Chapter 3 Land Use* of this Land Development Code.
7. Permit the reconstruction of a nonconforming structure or building on the lot or tract occupied by such building, provided such reconstruction does not, in the judgment of the Board, prevent the return of such property to a conforming use or increase the nonconformity of a nonconforming structure and provided that such actions conform to the non-conforming provisions of *Chapter 3 – Land Use* of this Land Development Code.
8. Require the vacation and demolition of a nonconforming structure, which is deemed to be obsolete, dilapidated or substandard.
9. Vary the provisions and conditions required for the development of off-street parking facilities when such variations are found to be in the interest of the area and necessary to secure reasonable parking use of a specific parcel of land.
10. Permit such variance of the front yard, side yard, rear yard, lot width, lot depth, coverage, minimum sidewalk or setback standards, off-street parking or off-street loading or visibility obstruction regulations where the literal enforcement of the provisions of this ordinance would result in an unnecessary hardship, and where such variance is necessary to permit a specific parcel of land which differs from other parcels of land in the same district by being of such restricted area, shape or slope that it cannot be developed in a manner commensurate with the development permitted upon other parcels of land in the same district. A modification of the standards established by this ordinance shall not be granted to relieve a self-created or personal hardship, nor for financial reason only, nor shall such modification be granted to permit any person a privilege in developing a parcel of land not permitted by this ordinance to other parcels of land in the district.
11. Permit such variances of fence heights when in the opinion of the Board such fence will not adversely affect neighboring property.

1.16.F SPECIAL EXCEPTIONS; CONDITIONS GOVERNING APPLICATIONS; PROCEDURES

A special exception shall not be granted by the Board of Adjustment unless and until:

1. A written application for a special exception is submitted indicating the section of this ordinance under which the special exception is sought and stating the grounds on which it is required.
2. Notice shall be given at least fifteen (15) days in advance of public hearing. The owner of the property for which special exception is sought or his agent shall be notified by certified mail. Notice of such hearings shall be posted at the City Hall; and one time in the official publication of the City, stating the time, place and nature of such hearing, at least fifteen (15) days prior to the public hearing. All property owners within ~~two hundred five hundred (500) feet of the property and all Home Owner's Associations (HOA's) lying within one thousand (1,000) feet of the property (200) feet of the property~~ shall be notified by mail not less than fifteen (15) days prior to the date of the public hearing.
3. The public hearing shall be held. Any party may appear in person, or by an agent or attorney.
4. The Zoning Board of Adjustment shall make a finding that it is empowered to grant the special exception, and that the granting of the special exception will not adversely affect the public interest.
5. In granting a special exception, the Zoning Board of Adjustment may also prescribe a time limit for which the special exception may continue. Failure to comply with this requirement stipulated

Commented [BB9]: Increased for more notification coverage; several locations in this chapter

by the Board shall void the special exception permit issued.

6. Violation of any reasonable provisions, conditions and safeguards that are made a part of the terms under which the special exception permit granted shall be deemed in violation of this ordinance and punishable under the penalty section of this Land Development Code.

1.16.G VARIANCES; CONDITIONS GOVERNING APPLICATIONS; PROCEDURES

The Zoning Board of Adjustment may authorize upon appeal in specific cases such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the Zoning Board of Adjustment unless and until:

1. A written application for a variance is submitted demonstrating:
 - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
 - b. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;
 - c. That the special conditions and circumstances do not result from the actions of the applicant;
 - d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district;
 - e. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
2. Notice shall be given at least fifteen (15) days in advance of public hearing. The owner of the property for which requested variance is sought or his agent shall be notified by certified mail. Notice of such hearings shall be posted at the City Hall; and one time in the official publication of the City, stating the time, place and nature of such hearing, at least fifteen (15) days prior to the public hearing. All property owners within ~~two hundred five hundred (500) feet of the property~~ and all Home Owner's Associations (HOA's) lying within one thousand (1,000) feet of the property ~~(200) feet of the property~~ shall be notified by mail not less than fifteen (15) days prior to the date of the public hearing.
3. The public hearing shall be held. Any party may appear in person, or by an agent or by attorney.
4. The Zoning Board of Adjustment shall make findings that the applicant has met the requirements of paragraph 1 above.
5. The Board shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
6. The Zoning Board of Adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

In granting any variance, the Zoning Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance and punishable under the penalty section of this Land Development Code.

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Under no circumstances shall the Board grant a variance to allow a use not otherwise permissible under this section in the district involved, or any use expressly or by implication prohibited by the terms of this ordinance in said district.

1.16.H DECISION OF ZONING BOARD OF ADJUSTMENT

The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Administrative Official, or to decide in favor of the applicant on any matter upon which it is required to pass under this Land Development Code, or to effect any variation in the application of this ordinance.

1.16.I APPEAL PROCEDURES - ZBA

1. Any person or persons, or any board, taxpayer, department, commission or agency of the City aggrieved by any decision of the Zoning Board of Adjustment may seek review by a court of record of such decision, and under the time limit specified in Section 211.011, Local Government Code, V.T.C.A. If no appeal has been taken from the Zoning Board of Adjustment ruling within the time limit specified under the above mentioned Article, the Board's ruling shall be final.
2. It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the Administrative Official, and that such questions shall be presented to the Zoning Board of Adjustment only on appeal from the decision of the Administrative Official, and that recourse from the decisions of the Zoning Board of Adjustment shall be to the courts as provided by law.
3. It is further the intent of this ordinance that the duties of the City Council in connection with this section shall not include hearing and deciding questions of interpretation and enforcement that may arise. Under this ordinance the City Council shall have only the duties of considering and adopting or rejecting proposed amendments, or the repeal of this ordinance, as provided by law.
4. Conditions: The Board or City Council, as may apply, is empowered to impose upon any variance or special exception any condition reasonably necessary to protect the public interest and community welfare.

Section 1.17 Reserved

Section 1.18 Amending the Land Development Code

The regulations and restrictions imposed by this Land Development Code and the districts and boundaries created by the Official Zoning Map may be amended from time to time using the procedures provided in this section.

1.18.A AMENDING A SUBDIVISION PLAT REGULATION

A subdivision plat regulation as contained in Chapters 8, 9, 10, 11, 12, 14 & 15 of this Land Development Code, may be amended upon adoption of an ordinance approved by the City Council after public hearing. Notice of said public hearing to be given in a newspaper having general circulation in the city not less than ~~ten~~ fifteen (15) days prior to the hearing. The City Council may request the recommendation of the Planning and Zoning Commission on any proposed amendment to a plat regulation. Said amendment shall be additionally subject to the standard rules, regulations and procedural requirements established in Chapter 212 – Local Government Code and Article VI – Charter of the City of Colleyville.

Commented [BB11]: Current practice is 15 days

1.18.B AMENDING A ZONING REGULATION OR THE OFFICIAL ZONING MAP

The City Council may from time to time amend, supplement, change, modify or repeal the regulations and restrictions imposed in *Chapter 1 – General Provisions*; *Chapter 2 – Definitions*; or *Chapter 3 – Land Use*, of this Land Development Code, and the districts and boundaries described on the Official Zoning Map, using the procedures described in this section. Such amendment shall additionally be subject to the rules and procedures in *Chapter 211 – Local Government Code*, and *Article VI of the Charter of the City of Colleyville*.

1. **Zoning Regulation Amendments**– Any person or corporation may petition the City Council for a change or amendment to the provisions of these regulations; or the Planning and Zoning Commission or City Council may, on its own motion, initiate study and proposal for changes or amendments to a zoning regulation in the public interest.
2. **Zoning District Boundary Changes**– Any person or corporation having a proprietary interest in a parcel of land may request a change in zoning on such property; or the Planning and Zoning Commission or City Council may, on its own motion, initiate proceedings to consider a change in zoning on a parcel of land. All requests for a change in zoning shall be submitted, together with the required fee, to the Administrative Official, which officer shall cause notices to be sent and the request placed on the Planning and Zoning Commission agenda. Only one application for a zoning change will be considered at any one time on a parcel of land. No additional rezoning application on a parcel of land will be considered until final action of any pending application has been completed, subject to the time limits imposed elsewhere in these regulations.
3. **Fees**– Until all applicable fees, charges, expenses and delinquent city, county, and school taxes have been paid in full, no action shall be taken on any zoning application. No refund of any application fee shall be made after the request has been scheduled for consideration by the Commission.
4. **Commission Public Hearing and Written Notification** - Before making report of an application for a planned development, special use permit, or proposed amendment to a zoning regulation or zoning district boundary, the Planning and Zoning Commission shall hold a public hearing and receive comment in accordance with the following:
 - a. No less than ~~ten~~ **fifteen (15)** days notice of the time, place and nature of the public hearing shall be published in publication having general circulation in the city of Colleyville.
 - b. When a proposed change affects a specific tract of land, written notice of the public hearing shall be sent to all owners of real property lying within ~~two hundred five hundred (500) feet of the property and all Home Owner's Associations (HOA's) lying within one thousand (1,000) feet of the property~~ **(200) feet of the area** being considered. Such notice to be given to each property owner as listed on the last approved tax roll not less than ~~ten~~ **fifteen (15)** days before the day set for hearing by depositing letters properly addressed and postage paid in the United States Post Office. The applicant will be sent notice by certified mail. ~~The land area within 200 feet of the proposed request shall be used to calculate whether a protest against the request would require a super-majority vote of the City Council to approve the request.~~
 - i. **Alcohol and Package Store SUP Requests**– When a rezoning application includes a provision for a Special Use Permit for the sale of alcoholic beverages or a package store, the written notification of the public hearing stated in the preceding paragraph shall be sent to all owners of real property lying within five hundred (500) feet of the area being considered. The land area within 200 feet of the proposed Special Use Permit shall be used to calculate whether a protest against the request would require a super-majority vote of the City Council to approve the Special Use Permit. (Ord. O-03-1399 / 04-15-2003).
5. **Sign Posting** - The Administrative Official is directed to cause a sign to be placed upon the property clearly visible to passersby, which states that the property is the subject of a rezoning application (or words of like intent). The sign shall be posted at least ten (10) days prior to the hearing and shall remain posted until the hearing. Failure to perform this particular notice

Commented [BB12]: Current practice is 15 days; same as ZBA notice

Commented [BB13]: Increased for more notification coverage; several locations in this chapter

Commented [BB14]: Current practice is 15 days; same as ZBA notice

Commented [BB15]: Similar practice as outlined for Alcohol & Package Store SUP Requests in the paragraph below.

provision shall, however, in no way prevent the Planning and Zoning Commission from hearing the application and disposing of the issues involved on the hearing date.

6. Report of Commission – After a public hearing, the Planning and Zoning Commission shall vote on the proposal and report its recommendation to the City Council. The proposal, as recommended by the Commission, shall be placed on the next available City Council agenda, provided proper notice has been given.
 - a. Amended Proposals: The Planning and Zoning Commission may consider a request from the applicant to amend the proposal without additional notification of adjacent property owners, provided that the amended request is determined by the Commission as being more restrictive than the initial request and the boundary or content of the amended request is not expanded.
 - b. Notice of Appeal: Denial of the proposal by the Planning and Zoning Commission shall be final, unless the applicant submits a written notice of appeal within ten (10) days from the date of the action by the Commission. The Administrative Official shall re-notify all property owners lying within five hundred (500) feet of the property and all Home Owner's Associations (HOA's) lying within one thousand (1,000) feet of the property ~~two hundred (200) feet of the area~~ being considered and place the applicant's rezoning request on the next available agenda for consideration by the City Council.
 - c. Failure to Act Provision: Failure by the Commission to act on an amendment within sixty (60) days of the first date of public hearing shall be considered a recommendation for denial of the amendment.
7. City Council Public Hearing and Newspaper Notice - A zoning regulation or a zoning district boundary may be amended by the City Council upon adoption of an ordinance, but no amendment shall be made without public hearing before the City Council. No less than fifteen (15) days notice of the time, place and nature of such hearing shall be published in publication having general circulation in the City of Colleyville. No amendment to a regulation or to a district boundary shall be considered by the City Council until a report of the proposed amendment has been made by the Planning and Zoning Commission. Unless denied by the Planning and Zoning Commission, every rezoning request receiving final approval of the Commission shall be forwarded to the City Council for consideration, unless the applicant has requested the proposal be withdrawn. The City Council may refer any amended rezoning request back to the Planning and Zoning Commission for further study and recommendation.
8. Special City Council Voting Requirements - No change of which the Planning and Zoning Commission has recommended denial or in case of a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. In computing the percentage of land area, the area of streets and alleys shall be included in the computation.
9. Withdrawal – Any proposal or application that is withdrawn by the applicant before a vote is considered by the City Council shall not be subject to the time limit for submittal of a new application.
10. Time Limit for Re-submittal - No one shall request a zoning change on the same parcel of property more often than once every twelve (12) months. However, a request for a change of zoning of a parcel of property to a different zoning classification than that previously requested may be filed as frequently as desired.
11. Submittal Requirements for Zoning District Change - Every petition for a zoning district change shall be accompanied by supporting documents of the area petitioned for a zone change. In general the petitioners shall submit a drawing and supporting documents as follows:

Commented [BB16]: Increased for more notification coverage; several locations in this chapter

- a. ~~Scale – No smaller than $\frac{1}{4}$ " = 100'~~
- b. ~~Zoning and use of adjacent property~~
- c. ~~Vicinity Map – showing location of the land within the community~~
- d. ~~Physical features – The location of existing streets, water courses, railroads, etc., on and adjacent to the subject property~~
- e. ~~100-year flood plain limits within the subject property~~
- f. ~~Legal description (metes and bounds) of the total site area proposed for rezoning, development, or special use permit to be included on the Zoning Exhibit and submitted on a separate letter or legal size single page.~~

Concept Plan – The Concept Plan, which may be conceptual and general in nature, but in sufficient detail appropriate for the type of development being proposed and shall at a minimum include the following items, where applicable:

- a. Proposed layout indicating the approximate size and dimensions of all residential lots
- b. Proposed land uses and building locations
- c. Landscaping, lighting, fencing and screening of common areas
- d. General locations of existing tree clusters
- e. Location and construction type of perimeter fencing
- f. Design of ingress and egress with description of any special pavement treatments
- g. Location and description of subdivision signs and landscaping at entrance areas
- h. Street names on all proposed streets
- i. Drainage Analysis – The applicant shall submit a Preliminary Drainage Analysis to determine the need for drainage facilities. The Preliminary Drainage Analysis shall be prepared in accordance with drainage analysis requirements contained in Chapter 14 – Engineering Design Standards of the Land Development Code.
- j. For properties with significant slope, cross section exhibits shall be required showing the impact of the proposed development with adjacent properties.

Exception: A change of zoning application may be submitted and approved without a Concept Plan if the scale of the request does not justify preparation of the plan.

g. Preliminary drainage study.

12. Special Application Requirements - Site Plan and Supporting Documents Required - Every petition for a zoning district change to R-D, R-MF, MH, C-PO, CN, C-C and M-L and all Special Use Permit requests shall additionally be accompanied by a site plan and supporting documents of the area petitioned for a zone change. The purpose of the site plan is to illustrate the logical arrangement of the elements on the land and to show relationships of elements to each other.

The petitioner is encouraged to meet with the appropriate city staff member in an informal work session to ascertain the ~~exact~~ extent of plans and documents required, if any, prior to the City initiating the advertisement for public hearing on the petition. The Administrative Official may waive the site plan requirement altogether when appropriate.

The general type and extent of site plans and supporting documents which may be required of the petitioner include, but are not necessarily limited to:

- a. Site Plan, meeting all of the requirements of a "Preliminary Plat" Section 3.31.D Site Plan Approval Required as described in the City's subdivision regulations and Use chapter, except that topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the

Commented [BB17]: New regulation for Concept Plan & Preliminary Drainage Study requirement

Commented [BB18]: Added per Council direction

Commented [BB19]: In rare situations a site plan may not be warranted based on the limited scale of the zoning request

necessary evaluation of the project petition. Additional site plan drawing information which the reviewing body may require include:

1. Existing and proposed zoning district classifications and boundaries;
2. General outline of extensive tree cover areas;
3. Drainage ways and 100-year flood plain limits;
4. Proposed treatment for screening the perimeter of the land embraced by the petition, including screening of internal separations of land use where required;
5. Proposed internal non-vehicular circulation linkages, such as: pedestrian paths and hike trails; bike trails; and equestrian bridle paths, where applicable, including their interrelationships with vehicular circulation systems and proposed handling of points of conflict;
6. A graphic illustration showing the location of proposed buildings, driveways and all physical elements and a tabular summary schedule indicating:
 - a) The gross acreage and percent of each type of zoning category proposed;
 - b) The gross acreage and percent of each type of land use proposed, with streets and open space categories listed separately, and residential uses further stratified as to type, i.e., single family, two-family, multifamily, townhouse, etc., including the total gross project acreage;
 - c) The gross residential density of each type of residential land use proposed, expressed in dwelling units per acre; and based on net residential land use plus one-half of any abutting street, only;
 - d) The quantitative number of dwelling units proposed for each residential dwelling type, i.e., single family, two-family, etc.;
 - e) Proposed maximum lot coverage by building types (i.e., one-family, multifamily, commercial, office, industrial, etc.) expressed in terms of percent or floor area ratio of the lot or site.
- b. Architectural Drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc., where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.
- c. Written Documents, in narrative form on 8-1/2" X 11" sheets, including:
 1. Statement(s) on planning objectives to be achieved in the land use/development proposal, including a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including use and ownership of open spaces, etc.
 2. Legal description of the total site area proposed for rezoning, development or special use permit.
 3. A development schedule, if any, indicating the approximate date(s) when construction of the proposed development, and subsequent stages or phases can be expected to begin and be completed, to the best of the applicant's knowledge and belief.
 4. A statement as to the present and proposed ownership of the site or parcels thereof embraced by the application.

5. Statement(s) as to how and when the applicant proposes to provide water and sewer to the development.
 6. Signature(s) and title(s) of the applicant(s) and preparer(s) of the written documents certifying the information presented in all of the plans and supporting documents reflect a reasonably accurate portrayal of the general nature, character and feasibility of the applicant's proposals. All signatures will be dated.
13. **Traffic Impact Analysis** - When a proposed development is projected to generate more than 1000 vehicle trips per day, a traffic impact analysis shall be required with the rezoning request. The traffic impact analysis shall be prepared in accordance with the requirements of the Director of Public Services. The purpose of the traffic impact analysis is to determine the need for traffic mitigation measures which may include, but are not limited to, dedication of additional right-of-way, construction of turning lanes, or construction of traffic control facilities.

1.18.C **RESERVED**

1.18.D **AMENDING ALL OTHER REGULATIONS**

A regulation contained in any of the other Chapters of this Land Development Code that have not been previously mentioned may be amended upon adoption of an ordinance approved by the City Council after public hearing. Notice of said public hearing to be given in a newspaper having general circulation in the city not less than ~~ten~~ fifteen (15) days prior to the hearing. The City Council may request the recommendation of the Planning and Zoning Commission on any proposed amendment. Amendments shall be additionally subject to the standard rules, regulations and procedural requirements established in Chapter 51 – Local Government Code and Article VI of the Charter of the City of Colleyville.

Commented [BB20]: Current practice is 15 days

Section 1.19 Violations and Penalties

Any person, firm or corporation violating any of the provisions of this Land Development Code shall be guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed two thousand dollars (\$2,000.00), unless a lesser fine is provided for in the section of the Code so violated. Each and every day such violation continues shall constitute a separate offense and shall be punishable as such.

The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, engineer, planner, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

Section 1.20 Relationship to Other Laws and Restrictions

It is not intended by this Land Development Code to interfere with or abrogate or annul any other resolution or rule, regulation or permit, previously adopted or issued or which shall be adopted or issued, not in conflict with any of the provisions contained herein; nor is it intended by this Land Development Code to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where this Land Development Code imposes a greater restriction upon land, buildings, or structures than is imposed by other ordinances, covenants, restrictions or agreements, then the provisions of this Code shall govern. If other ordinances are more strict than this Code, then the more strict provisions shall prevail.

Section 1.21 Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 1.22 Severability Clause

It is hereby declared to be the intention of the City Council of the City of Colleyville, that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph, or section of this Code shall be declared unconstitutional, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Code since the same would have been enacted by the City Council without the incorporation in this Code of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 1.23 Amendments to This Chapter

Reserved for listing of amendments to this Chapter.

Ord. Number	Date	Subject
O-03-1399	04/15/2003	500 foot notification for alcohol SUP requests
O-03-1414	09/02/2003	Sign Board of Appeals authority
O-10-1750	05-04-2010	Addition of Package Store SUP Requirements
O-17-2006	02/21/2017	Council approval for certain Mutual Access Easements

Chapter 4 Landscaping and Buffering

Rev. July 15, 2003

Section 4.1 Purpose of This Chapter

The purpose of this Chapter is to establish rules and regulations for the minimum placement of landscaping materials in certain zoning districts.

Section 4.2 Authorization for Adoption of This Chapter

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

Section 4.3 Applicability of This Chapter

The provisions of this Chapter shall be applicable as follows:

1. For all new construction; or,
2. When an existing building is proposed for remodeling, alteration, addition, or expansion, and the proposed construction value exceeds fifty (50%) percent of the current appraised value of the existing structures, excluding the value of the land; or,
3. When an existing building is proposed for an addition that will increase the square footage of the existing building by twenty (20%) percent or greater; or,
4. As a requirement of the approval of a Special Use Permit or Planned Unit Development.
5. For purpose of this regulation, the value shall be that shown on the most recent tax roll of the Tarrant Appraisal District.

Section 4.4 Variances and Appeals

Any person seeking approval of a development as required by this Land Development Code may request a variance from a requirement contained in this Chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in Chapter 1 of this Land Development Code to the Administrative Official. The City Council, after review and recommendation by the Planning and Zoning Commission, shall have the authority to consider requests for a waiver or to hear and decide an appeal from an administrative decision on a regulation. The City Council may approve, disapprove or modify such a request provided that such approval or modification will not be detrimental to the public safety, health, or welfare or injurious to other property. The applicant shall provide information to support a claim that there are extraordinary hardships or practical difficulties which may result from strict compliance with the regulation or that the public interest may be better served by an alternative proposal.

Commented [BB1]: Currently the ZBA; proposing authority to the P&Z Commission and Council.

Section 4.5 Definitions

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

Code.

Section 4.6 Required Landscaping

For zoning districts "CPO, CN, CC1, CC2, CC3, ML, PUD-C, PUD-I" and institutional uses including churches, schools and governmental facilities ~~in any district~~.

Commented [BB2]: Clarification to applicability

1. Intent - The intent of this ordinance is that landscaping shall not be limited to only the application of turf or grass, but landscaping shall include the coordinated planting (or retention) of grass, shrubs, ground cover, flowering plants, and trees and the grading or moving of earth to form a visually aesthetic and pleasing environment. The review of all site plans will consider the applicant's efforts in coordinating a variety of plant materials with the physical features of the property.
2. Landscaping Completed Prior to Issuance of Certificate of Occupancy - All landscaping shall be installed prior to the issuance of a Certificate of Occupancy. A permanent Certificate of Occupancy will be issued only when it is determined by the building official that all landscaping has been installed in accordance with the approved landscape plan. If it is determined, by the Building Official that planting of live material is hindered by adverse weather conditions, a temporary Certificate of Occupancy may be issued for a period up to three months.
3. Required Landscape Mixture - Twenty percent (20%) of the total land area in any proposed development shall be landscaped. At least fifty percent (50%) of the total landscaped area shall be located in the street yard(s) (Exhibit "4-A"). In order to insure for a variety of plant materials the following minimum requirements for grass, shrubs, and trees shall be provided:
 - a. All ground surfaces not used for buildings, sidewalks, roadways or other impermeable surfaces shall be covered with live grass, turf, shrubbery, trees, ground cover, flowering plants or appropriate mulching.
 - b. Shrubs: Shrubs shall be provided such that one 18" in height plant or five (5) gallon plant shall be planted on-site for each five (5) ~~linear~~ feet of public street rights-of-way located adjacent to the property.
 - c. Trees: Landscaping shall include the retention or planting of one (1) three (3) inch caliper tree per each forty (40) feet of street frontage on collector streets, or larger, as shown on the Master Thoroughfare Plan, which shall be included in the twenty (20) percent required landscaping. These trees are to be planted ~~on~~ along the street frontage.
 - d. Landscape Plans Required: Prior to the issuance of a building permit for any non-residential use, a Landscape Plan shall be submitted, as an element of the required site plan, to the City Manager or his appointed designee. The City Manager or his appointed designee, which may be either a staff member or other official body of the City, shall review such plans and shall approve same if the plans are in accordance with the criteria of these regulations. If the plans are not in accordance, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.
 - e. Content of Landscaping Plans: Landscaping Plans shall be prepared by a Texas Licensed landscape architect. Landscape Plans shall contain the following information:
 1. Minimum scale of one inch equals 40 feet except as approved by the City Manager or his approved designee;
 2. Location of all trees to be preserved;
 3. Location of all plants and landscaping material to be used including paving, benches, screens, fountains, statues, or other landscape features;
 4. Species of all plant material to be used;
 5. Size of all plant material to be used;
 6. Quantity and spacing of plant material where appropriate;
 7. A general layout and description of irrigation, sprinkler or water systems, including placement

- of water sources as designed by a licensed irrigator;
 8. Description of maintenance provisions for the Landscape Plan;
 9. All Landscape Plans to be sealed by a Texas Licensed Landscape Architect;
 10. Provide planting and irrigation specifications as part of the Landscape Plan;
 11. Provide name and address of the owner, location of the subject property, surrounding zoning, utility lines, water mains and easements, public or private streets and drives;
 12. Provide a general grading and drainage plan.
- f. Description of Planting Material: Landscape plant material may be selected from the following list, however the applicant may use other plant material not listed if it is determined to be an appropriate and functional element of the landscape plan.

1. Over-story Trees (Range from 30 to 60 feet)

Common Name	Botanical Name
Bald Cypress	<i>Taxodium distichum</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Pecan	<i>Carya illinoensis</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Bur Oak	<i>Quercus macrocarpa</i>
Red Oak	<i>Quercus shumardii</i>
Sweet Gum	<i>Liquidambar styraciflua</i>
Green Ash	<i>Fraxinus pennsylvanica</i>
Live Oak	<i>Quercus virginiana</i>

Common Name	Botanical Name
Western soapberry	<i>Sapindus drummondii</i>
Post Oak	<i>Quercus stellata</i>
Black Jack Oak	<i>Quercus marilandica</i>
Eastern Red Cedar	<i>Juniperus virginiana</i>
Southern magnolia	<i>Magnolia grandiflora</i>
Slash pine	<i>Pinus elliotii</i>
Japanese black pine	<i>Pinus thunbergii</i>
Austrian pine	<i>Pinus nigra</i>
Afghan pine	<i>Pinus eldarica</i>

2. Accent Trees (Range from 10 to 20 feet)

Common Name	Botanical Name
Redbud	<i>Cercis canadensis</i>
Crape myrtle	<i>Lagerstroemia indica</i>
Yaupon holly	<i>Ilex vomitoria</i>
Bradford pear	<i>Pyrus calleryana</i>
Texas sophora	<i>Sophora affinis</i>
Wild plum	<i>Prunus americana</i>

Common Name	Botanical Name
Crab apple	<i>Malus angustifolia</i>
Deciduous holly	<i>Illex decidua</i>
Flameleaf sumac	<i>Rhus copallina</i>
Cherry-laurel	<i>Prunus caroliniana</i>
Chase tree	<i>Vitex angustifolia</i>

3. Shrubs (Range from 3 to 5 feet)

Common Name	Botanical Name
Dwarf crape myrtle	<i>Lagerstroemia indica nana</i>
Dwarf Bradford holly	<i>Illex cornuta 'brfordii Nana'</i>
Dwarf Chinese holly	<i>Illex cornuta 'rotunda'</i>
Dwarf yaupon holly	<i>Illex vomitoria 'nana'</i>
Fraser's photinia	<i>Photinia Fraseri</i>
Purple sage	<i>Leucophyllum frutescens</i>

Common Name	Botanical Name
Purple leaf Japanese barberry	<i>Berberis thunbergii 'atropurpurea'</i>
Pampas grass	<i>Cortaderia selloana</i>
Nandina	<i>Nandina domestica</i>
Juniper	<i>Juniperus chinensis spp</i>
Fountain grass	<i>Pennisetum spp</i>

4. Ground Cover (Ranges from 18 inches)

Common Name	Botanical Name
Juniper supp.	<i>Juniperus horizontalis</i> or <i>procumbens</i>
Periwinkle	<i>Vinca major</i>
Monkey Grass	<i>Liriope muscaria</i> spp
Asian jasmine	<i>Trachelospermum asiaticum</i>
Confederate Star Jasmine	<i>Trachelospermum jasminoides</i>
Monkey grass	<i>OP hipogon</i>

5. Vines

Common Name	Botanical Name
Coral honeysuckle	<i>Lonicera sempervirens</i>
Carolina yellow jasmine	<i>Gelsemium semper</i>
Lady banksia rose	<i>Rosa banksiae</i>
Cross vine	<i>Bignonia capreolata</i>
Sweet autumn clematis	<i>Clematis paniculata</i>
Virginia creeper	<i>Parthenocissus quinquefolia</i>
Boston ivy	<i>Parthenocissus tricuspidata</i>

6. Perennial and Annual Flowers

Common Name	Botanical Name
Chrysanthemum	<i>Chrysanthemum</i> spp
Canna	<i>Canna generalis</i>
Copper leaf	<i>Acalypha Wilkesiana</i>
Periwinkle	<i>Catharanthus roseus</i>
Iris	<i>Iris</i> supp.
Lantana	<i>Lantana Camera</i>
Daffodil	<i>Narcissus Jonquil,</i> <i>Tazetta, & King Alfred</i>

Common Name	Botanical Name
Petunia	<i>Petunia hybrida</i>
Marigold	<i>Tagetes</i> spp
Tulip	<i>Tulipa</i> spp
Zinnia	<i>Zinnia</i> spp
Caladium	<i>Caladium hortulanum</i> <i>'candidum' 'pink beauty'</i>
Moss rose or portulaca	<i>Portulaca grandiflora</i>
Wild Flowers	

- g. Landscaping Credit: Landscape credits may be applied to the overall landscape requirement, as indicated in Section ~~4.54.6.3~~ *Required Landscape Mixture*. However, in no instance shall the credits reduce the total amount of landscaping on a lot to less than fifteen (15) percent of the total land area. Credits will only be allowed if they are maintained as a permanent element of the landscape plan. Credits may be obtained as follows:

1. For each two (2) square foot of area that is landscaped in the public street right-of-way, one (1) square foot of landscape credit will be applied to the overall landscaping requirement.
2. For each one (1) square foot of area that is landscaped with flowering seasonal color, two (2) square foot of landscape credit will be applied to the overall landscaping requirement.
3. Over and above the required shrub planting, for each newly planted shrub 18" in height or contained in a five (5) gallon container, which is maintained in a living and growing condition, fifteen (15) square feet of landscape credit will be applied to the overall landscape requirement.

Commented [BB3]: Corrected cross-reference

4. Over and above the required tree planting, for each newly planted or existing tree of at least three (3) inches in trunk diameter, measured twelve (12) inches above grade, which is maintained in a living and growing condition, one hundred (100) square feet of landscape credit will be applied to the overall landscape requirement. Planting of two (2) ornamental trees of eight (8) feet in height shall receive the same landscape credit as one (1) three (3) inch caliper tree.
5. Over and above the required tree planting, for each newly planted or existing tree of at least six (6) inches in trunk diameter, measured twelve (12) inches above grade, which is maintained in a living and growing condition, two hundred fifty (250) square feet of landscape credit will be applied to the overall landscape requirement. Each additional one (1) inch diameter of tree over twelve (12) inches shall receive twenty (20) square feet of landscape credit.
- h. Maintenance of Landscaping: All landscaping maintenance shall be the responsibility of the property owner. The following minimum standards shall be required:
 1. All landscaping shall be permanently maintained and shall have an underground irrigation system installed by a licensed irrigator and must meet all applicable requirements of the City.
 2. Irrigation systems may be buried on public street rights-of-way. The City or any franchised utility will not be responsible for damage to any landscaping material or equipment while performing repairs of maintenance to its system. However, landscaped right-of-ways shall be irrigated;
 3. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping;
 4. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year; ~~and~~
 5. Plant materials which die shall be replaced with plant material of similar variety and size within a six (6) month period; ~~and~~
 6. The maintenance requirement contained in this section shall be applicable regardless of the tenant occupancy status of any buildings on the property. (Ord. O-03-1408 / 07/15/03)
- i. Landscaping of Parking Lots: it is the intent of this section to encourage design and construction of parking areas in a manner whereby areas within the parking lot are landscaped as well as areas considered unusable for parking or maneuvering space. The following minimum requirements shall be observed:
 1. Parking lots shall contain a minimum of one hundred forty (140) square feet of landscaped island per each eighteen (18) contiguous parking spaces required. This landscape island is to include one (1) three (3) inch caliper tree. ~~In any case, no parking space shall be located further than ninety (90) feet to a tree within a landscaped island.~~
 2. Landscaped islands shall be irrigated by an underground system as indicated in Paragraph h - Maintenance of Landscaping. Irrigation of all landscaped areas adjacent to any parking and/or driving surfaces shall be accomplished such that a minimum amount of water is applied to parking and/or driving surfaces.
 3. All shrubbery, flowering plants, and trees planted in parking lot islands or adjacent to parking lots shall be set back three (3) feet from any curb and that provides for "head-in" automobile parking (Exhibit "4-B").

Commented [BB4]: Recommendation of the P&Z Commission

4. Landscape material in parking lots shall include shrubs and trees or a combination thereof, which in turn may be planted with a combination of grass, ground cover, and/or flowering plants.
5. All landscaping within the parking lot shall be located within a landscape island or module, delineated from the surrounding paved area by a curb or barrier, constructed of masonry or concrete, of not less than six (6) inches in height around the perimeter of the island or module.
6. ~~For new trees at the time of planting, At at least three-fourths (3/4) of the tree drip line area must be in permeable area (See Exhibit "4-C").~~
7. For larger existing trees located in the parking area, which are being retained and incorporated into the landscape plan, an appropriate aeration system or an alternative method of protecting the tree must be provided and detailed in the landscape plan.
- j. ~~Landscaping Adjacent to Residential Districts: For any development in "C-PO", "CN", "CC1", "CC2", "CC3", "ML", "PUD-C", "PUD-I" and institutional uses including churches, schools, and governmental facilities (which includes all zoning) except residential districts and "AG" used for residential and pure agricultural uses, zoning districts which abut districts zoned residential or mobile home there shall be a minimum twenty (20) foot wide green belt of "live plant material of the evergreen variety" which is expected to grow to six (6) feet height in two (2) years, a minimum of three (3) feet in height at the time of installation and planted on six (6) foot centers, for the entire distance along which the development abuts the residential district. Where a fire lane is required, the green belt may be reduced to five (5) feet (Exhibit "4-CD"). Exception: When adjacent to institutional uses in residential districts and "AG" used for residential and pure agricultural uses.~~
- k. Landscaping Adjacent to Colleyville Boulevard: For any development which abuts Colleyville Boulevard there shall be a minimum twenty (20) foot wide landscaped green belt of "live plant material", exclusive of access drives. On corner lots, the twenty feet (20') wide landscaping green belt will wrap around to the depth of the property. This area may be planted with trees and shrubs required at the front of the site noted elsewhere in this Chapter. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard. (O-01-1295 / 08/21/01)
- l. Special Permits, Appeals, Exceptions: Any person aggrieved by this ordinance may appeal its effect to the ~~Zoning Board of Adjustment~~ City Council per Section 4.4 of this chapter on the basis of hardship.
- m. Existing Non-Conforming Uses and/or Structures: All uses that are in existence at the time of this Landscape ordinance, which do not meet the requirements provided herein, will be considered as being nonconforming to these landscape requirements. These nonconforming uses/structures will be subject to the non-conforming provisions of *Chapter 3 – Land Use* of this Land Development Code, unless otherwise provided for in this Section. A variance to landscaping requirements may be granted, regardless of areas of noncompliance, upon completion of the following:
 1. Provide the City Manager or his appointed designee with a landscape plan prepared by the landscape architect for review and approval.
 2. Said landscape plan will illustrate a plan to landscape area as available, provide for irrigation, and provide for completing the plan.
 3. The installation of landscaping as indicated by the landscape plan is completed and approved by the city manager or his appointed designee.

Commented [BB5]: Recommendation of the P&Z Commission

Commented [BB6]: Reworded paragraph to clarify intent

Commented [BB7]: Give authority to P&Z Commission and City Council

Section 4.7 Amendments to This Chapter

Reserved for listing of amendments to this Chapter.

Ord. Number	Date	Subject
O-01-1295	08/21/01	Landscaping adjacent to Colleyville Boulevard
O-03-1408	07/15/03	Maintenance regarding building vacancy

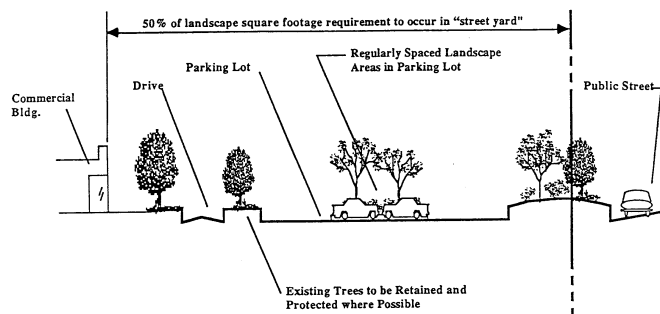


Exhibit "4-A" - Street Yard Landscaping Requirements

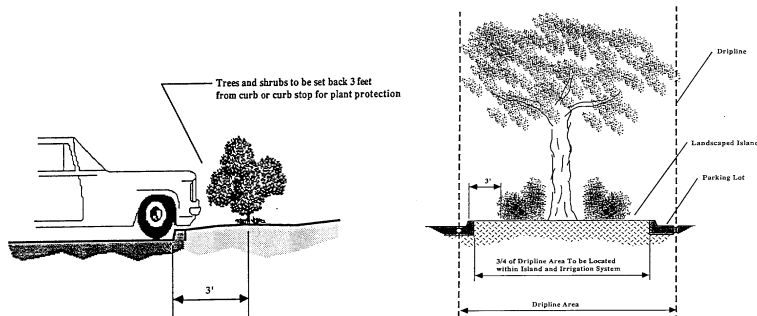


Exhibit "4-B"
Landscape Requirement for Head-in Parking

Exhibit "4-C"
Description of Dripline

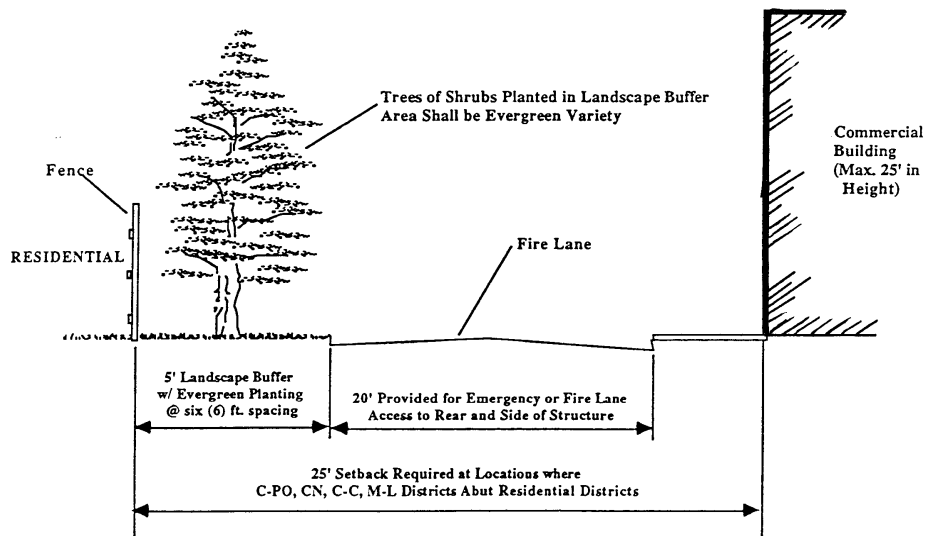


Exhibit "4-D"
Rear and Side Landscape Buffer Requirements
With Fire Lane Provided

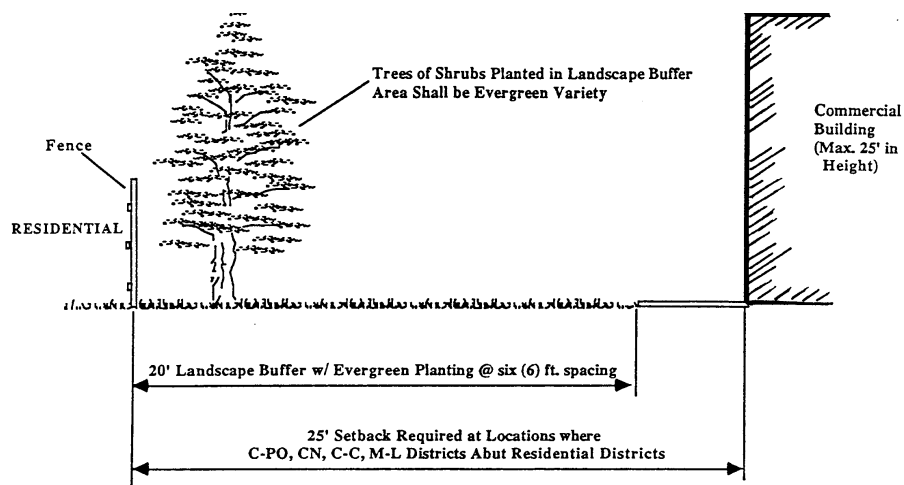


Exhibit "4-E"
Rear and Side Landscape Buffer Requirement
Without Fire Lane Provided

ORDINANCE O-18-2053

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 1 – GENERAL PROVISIONS AND CHAPTER 4 – LANDSCAPING AND BUFFERING OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City of Colleyville desires to amend Chapter 1 – General Provisions and Chapter 4 – Landscaping and Buffering of the Land Development Code as part of a comprehensive review of the Land Development Code; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Chapter 1 – General Provisions and Chapter 4 – Landscaping and Buffering* of the Land Development Code are hereby amended to read as depicted in the attached Exhibits “A” & “B”.
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 4. THAT in addition to and accumulative of all other penalties, the City

shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage.

Sec. 6. THAT all other provisions of the Land Development Code shall remain in full force and effect, except as amended herein.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of July 2018.

The second reading and public hearing being conducted on the 17th day of July 2018.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit “A”

{Chapter 1}

Exhibit “B”

{Chapter 4}



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 07/17/2018

Number Ordinance O-18-2054

Type Ordinance

Department City Manager

Title

Approval of a third amendment to the regional municipal court judge agreement providing for the reappointment of Sara Jane Del Carmen as the municipal court judge and Tiffany Duong as an associate municipal court judge

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

Judge Sara Jane del Carmen's current appointment as the judge for the combined municipal court for the cities of Colleyville and Keller ends September 30, 2018. Judge del Carmen was originally appointed in 2014. A summary of her contract and compensation history is as follows:

Original agreement: approved on September 17, 2014 for a two year term with a base annual compensation of \$104,000.

First amendment: approved on September 15, 2015 granting a lump sum payment of \$5,200 based on first year performance.

Second amendment: approved on September 28, 2016 for a two year reappointment with a base annual compensation of \$120,000.

Third amendment (proposed): a two year reappointment through September 30, 2020 with a base annual compensation of \$135,000; automatically renews for an additional two year term unless written notice of intent to not extend the agreement is provided by either party.

The proposed ordinance (attached) also reappoints Associate Municipal Court Judge Tiffany Duong to serve a term concurrent to that of Judge del Carmen, through September 30, 2020.

Financial Impact

Approval of this ordinance increases the compensation for the municipal court judge from \$120,000 to \$135,000. This cost is shared by the cities of Colleyville and Keller based on the average number of citations issued by each city for the previous three

years combined.

Recommendation

Approve

Attachments

1. Regional Municipal Court Judge Agreement - Sara Jane del Carmen - 2014
2. Regional Municipal Court Judge Agreement - Sara Jane del Carmen - 2015
3. Regional Municipal Court Judge Agreement - Sara Jane del Carmen - 2016
4. Ordinance O-18-2054

Regional Municipal Court Judge Agreement - 2014

REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

On the 2nd day of September, 2014, the City Council of the City of Colleyville appointed Sara Jane del Carmen to serve as the Municipal Court Judge for the municipal court of record for the City of Colleyville contingent upon the execution of this Regional Municipal Court Judge Agreement (the "Agreement"). On the 2nd day of September, 2014, the City Council of the City of Keller appointed Sara Jane del Carmen to serve as the Municipal Court Judge for the municipal court of record for the City of Keller contingent upon the execution of this Agreement. This Agreement between the City of Colleyville, the City of Keller, and Sara Jane del Carmen shall become effective September 17, 2014 upon the acceptance of the following terms and conditions for such professional services as evidenced by the signature of the parties.

Appointment

- a. The Regional Municipal Court Judge is appointed for a two (2) year term of office to commence on October 1, 2014. During that time, the Regional Municipal Court Judge shall serve as Presiding Judge over the Colleyville and Keller Municipal Courts of Record in accordance with Section 30.00007 of the Texas Government Code. Additionally, Sara Jane Del Carmen shall serve as an Associate Municipal Court Judge beginning September 17, 2014, and through September 30, 2014, to assist in her transition to serving as the Regional Municipal Court Judge. The Regional Municipal Court Judge may be removed from office only as provided by law. The removal of the Regional Municipal Court Judge by either the City of Colleyville or the City of Keller shall be mutually effective to terminate this Agreement. In the event of removal, there shall be no other liability to the Cities of Colleyville and Keller.
- b. The Regional Municipal Court Judge is an appointee of the City Council of Colleyville and the City Council of Keller from whom only broad, general guidance is received. The Regional Municipal Court Judge shall exercise direct supervision over the Associate Municipal Court Judge(s). The Regional Municipal Court Judge shall have all authority vested under law and shall undertake her duties fairly, impartially, independently, and without supervision. The Cities of Colleyville and Keller do not have the right to exercise control over the details of the Regional Municipal Court Judge's work.
- c. The Regional Municipal Court Judge shall be responsible for obtaining the services of an Associate Judge(s) and assigning substitute Judges to act in her absence in accordance with Section 30.00007(a)(4) of the Texas Government Code. The Associate Judge(s) are subject to the appointment by the City Council Committee in accordance with State law. The Associate Judge position shall not be vacant during the term of the Regional Municipal Court Judge for more than 60 consecutive days. All compensation due the Associate Judge(s) will be paid by the Regional Municipal Court Judge.
- d. The Regional Municipal Court Judge and any Associate Municipal Court Judge(s) are required to keep abreast of State law and local ordinances, including State mandated fees, as applicable to Texas Municipal Courts, as well as criminal laws applicable to magistrate duties, and issuance of warrants. Although a recognized function of judicial discretion, the Regional Municipal Court Judge agrees to adjudicate consistently and within all applicable legal standards. The Regional Municipal Court Judge must be an attorney licensed by the Texas Supreme Court, and must remain in good standing with the State Bar of Texas at all

times during the term of this Agreement. The Regional Municipal Court Judge must attend the minimum required Texas Judicial Continuing Legal Education, including, but not limited to, the annual judge's training, at no additional cost to the City of Colleyville and the City of Keller.

- e. For the duration of this Agreement, the Regional Municipal Court Judge shall provide best efforts to respond physically, verbally or electronically within 30 minutes or as may be warranted for purposes of arraignments, warrants, and the like.
- f. The Regional Municipal Court Judge shall fully adhere to the Texas Code of Judicial Conduct and all other statutory and constitutional requirements of office.

Municipal Court

- a. Court dockets for adult and juvenile cases shall be scheduled as designated by the Regional Municipal Court Judge in coordination with the Municipal Court Administrator in order to facilitate optimal court efficiency in support of the cities of Colleyville and Keller's customer service values. The Regional Municipal Court Judge agrees that she is not required to maintain any specific schedule.
- b. The Regional Municipal Court Judge shall operate court proceedings, including but not limited to, court technology and court security, within the allocated budget and staffing as approved by the City Councils of the cities of Colleyville and Keller.
- c. Essential and other responsibilities and duties include, but are not limited to, the following:
 - 1. The Regional Municipal Court Judge shall preside over court dockets and trials (Class C Misdemeanors, City ordinances, traffic violations, criminal misdemeanor, property matters, criminal jury and non-jury trials, pre-trial conferences, juvenile warnings, and other cases appropriately tried in Municipal Court).
 - 2. Preside over jury and non-jury cases and levy fines commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
 - 3. Be available (or designated Associate Judge(s)) on a 24/7 basis to review and/or sign search, arrest and blood warrants, appeal bonds, prisoner transfer documentation, etc.
 - 4. Coordinate court activities with Municipal Court Administrator, City Attorney and/or City Prosecutors, and other city departments.
 - 5. Conduct hearings (property, emergency protective order, dangerous dog, etc.).
 - 6. Provide arraignment duties as needed and shall be available for magistrate services within a reasonable time after notice by the Municipal Court Administrator or Police Department.
 - 7. Ensure two (2) daily (AM and PM) arraignments, or as may be needed, at the Regional Holding Facility in Keller.
 - 8. Collaborate with the City Council Committee (as defined in the Interlocal Agreement between the cities of Colleyville and Keller) and applicable city department(s) to ensure policies and orders are within the parameters of state law but also consistent with the values of the communities and needs of other departments.

9. Any duties or responsibilities of a municipal court Judge pursuant to and consistent with State law.

- d. All court documents including, but not limited to: disposition sheets, judgment forms, court orders, bond forfeitures must be properly completed. The Regional Municipal Court Judge shall ensure that all documents are properly completed to ensure the enforceability of same and that no information is omitted on judgments, orders, Adult Warning Sheets, Request for Counsel, or other documentation.
- e. The Regional Municipal Court Judge may be called upon to perform all services and duties, as they relate to arraignment customarily performed by the Judge or Magistrate of a municipal court of record in the State of Texas.
- f. The Regional Municipal Court Judge shall become proficient within 90 days of appointment in the use of the Court software(s) and/or technology. The Regional Municipal Court Judge shall be provided a reasonable level of training for such software and technology.
- g. The Regional Municipal Court Judge will serve as an official for the City of Colleyville and the City of Keller and will be afforded all protections of the applicable City Charter and insurance policy(ies). In addition, the Regional Municipal Court Judge shall retain all protections and immunities provided by State Constitution and law.

Compensation and Evaluation

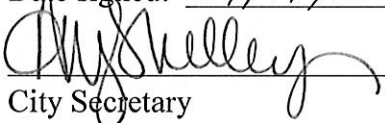
- a. As compensation for all required services, as outlined herein, the City agrees to pay the Regional Municipal Court Judge \$4,000.00 bi-weekly fee which equates to total annual fees of \$104,000.00. No other compensation or benefits shall be paid to the Regional Municipal Court Judge, and the Regional Municipal Court Judge shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits.
- b. It is the intention of the parties that the Regional Municipal Court Judge shall be an independent contractor and not an employee of either City for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, provisions of the Internal Revenue Code. The Cities will not pay for or provide Workers Compensation Insurance on the Regional Municipal Court Judge. The Regional Municipal Court Judge shall pay federal self-employment taxes upon amounts received under this Agreement.
- c. Parties shall comply with all provisions of the Internal Revenue Code, as amended.
- d. The term of this Agreement shall be for a period of two years and fifteen days, commencing on the effective date of September 15, 2014, unless otherwise terminated in advance. The compensation provided for above shall cease immediately upon the expiration or termination of this Agreement, the resignation of the Regional Municipal Court Judge, or

any other circumstance which prevents the Municipal Court Judge from performing their duties.

- e. The Regional Municipal Court Judge shall meet with the City Council Committee on a quarterly basis for the first year and at least annually thereafter on an on-going basis to assess performance and foster communication.
- f. The Regional Municipal Court Judge shall collaborate with the City Council Committee within 90 days of appointment to establish judge specific performance benchmarks regarding the effectiveness and productivity of the court, which may be amended from time to time as needed.
- g. No later than 30 days prior to the annual appointment date, the Regional Municipal Court Judge shall prepare annual self-evaluation performance reviews for examination by the City of Colleyville City Council and the City of Keller City Council.

CITY OF COLLEYVILLE

By: 
Mayor David Kelly

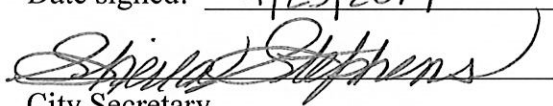
Date signed: 09/17/2014

City Secretary

APPROVED AS TO FORM AND LEGALITY:

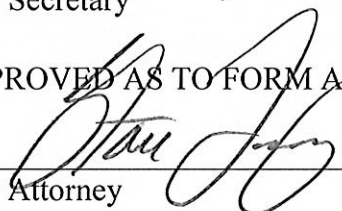

City Attorney

CITY OF KELLER

By: 
Mayor Mark Mathews

Date signed: 9/23/2014

City Secretary

APPROVED AS TO FORM AND LEGALITY:


City Attorney

REGIONAL MUNICIPAL COURT JUDGE

By: 
Sara Jane del Carmen

Date signed: 9/17/14

Regional Municipal Court Judge Agreement - 2015

FIRST AMENDMENT TO REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This First Amendment ("Amendment") to the the Regional Municipal Court Judge Agreement, is made and entered into by and between the City of Colleyville ("Colleyville"), the City of Keller ("Keller"), and Judge Sara Jane del Carmen ("Judge del Carmen"). Colleyville, Keller, and Judge del Carmen may collectively be referred to as the parties.

WHEREAS, the parties entered into the Regional Municipal Court Judge Agreement dated September 17, 2014 (the "Agreement"); and

WHEREAS, Judge del Carmen has served well during her first year of service as Regional Municipal Court Judge; and

WHEREAS, Judge del Carmen has brought innovation and leadership to the bench yielding improved operations and efficiencies in the Court; and

WHEREAS, the parties wish to provide a one time, lump sum salary adjustment to Judge del Carmen; and

WHEREAS, the parties agree that the approval of this Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Amendment, the receipt and sufficiency of which are hereby affirmed, the parties agree to the Amendment as follows:

1. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. The Compensation and Evaluation Section is hereby amended with the addition of a new Section a.1. as follows:

In addition, the Regional Municipal Court Judge shall be paid a one time, lump sum salary adjustment in the amount of \$5,200.00 within thirty (30) days of the approval of this Amendment. The cost of said one time, lump sum salary adjustment shall be split evenly between Colleyville and Keller.
3. Based on the above and foregoing, the parties agree that these revisions shall be considered a part of the Agreement referred to above and incorporated by reference for all purposes. These revisions shall be subject to any and all other provisions of the Agreement, with the exception of the parts or provisions of the Agreement which have been revised by this Amendment.

In witness whereof, the undersigned parties have executed this amendment on the 15 day of September, 2015.

CITY OF COLLEYVILLE

By: David Kelly

Mayor David Kelly

REGIONAL MUNICIPAL COURT JUDGE

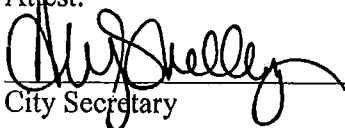
By: Sara Jane del Carmen

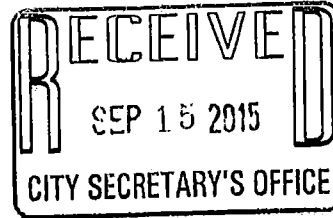
Sara Jane del Carmen

Date signed: _____

Date signed: August 11, 2016

Attest:


City Secretary

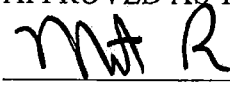


Colleyville City Council

SEP 15 2015

Approved

APPROVED AS TO FORM AND LEGALITY:


City Attorney

CITY OF KELLER

By:


Mayor Mark Mathews

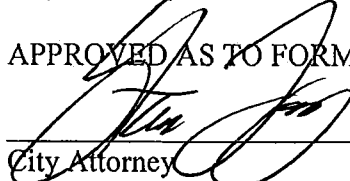
Date signed:

8-15-16

Attest:


City Secretary

APPROVED AS TO FORM AND LEGALITY:


City Attorney

Regional Municipal Court Judge Agreement - 2016

SECOND AMENDMENT TO REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This Second Amendment ("Amendment") to the the Regional Municipal Court Judge Agreement, is made and entered into by and between the City of Colleyville ("Colleyville"), the City of Keller ("Keller"), and Judge Sara Jane del Carmen ("Judge del Carmen"). Colleyville, Keller, and Judge del Carmen may collectively be referred to as the parties.

WHEREAS, the parties entered into the Regional Municipal Court Judge Agreement dated September 2, 2014 (the "Agreement"); and

WHEREAS, Judge del Carmen has served well during her first term of service as Regional Municipal Court Judge; and

WHEREAS, Judge del Carmen has brought innovation and leadership to the bench yielding improved operations and efficiencies in the Court; and

WHEREAS, the parties wish to adjust the annual compensation to Judge del Carmen; and

WHEREAS, the parties agree that the approval of this Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Amendment, the receipt and sufficiency of which are hereby affirmed, the parties agree to the Amendment as follows:

1. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. The Appointment Section is hereby amended with subsection a. being amended and replaced as follows:
 - a. The Regional Municipal Court Judge is reappointed for a two (2) year term of office to commence on October 1, 2016. During that time, the Regional Municipal Court Judge shall serve as Presiding Judge over the Colleyville and Keller Municipal Courts of Record in accordance with Section 30.00007 of the Texas Government Code. The Regional Municipal Court Judge may be removed from office only as provided by law. The removal of the Regional Municipal Court Judge by either the City of Colleyville or the City of Keller shall be mutually effective to terminate this Agreement. In the event of removal, there shall be no other liability to the Cities of Colleyville and Keller.
3. The Compensation and Evaluation Section is hereby amended with subsection a. being amended and replaced as follows:
 - a. As compensation for all required services, as outlined herein, the City agrees to pay the Regional Municipal Court Judge \$4,615.39 bi-weekly fee which equates to total annual

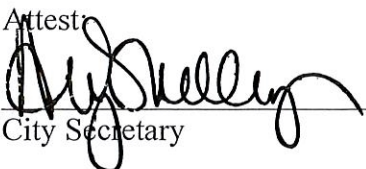
fees of \$120,000.00. No other compensation or benefits shall be paid to the Regional Municipal Court Judge, and the Regional Municipal Court Judge shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits.

4. Based on the above and foregoing, the parties agree that these revisions shall be considered a part of the Agreement referred to above and incorporated by reference for all purposes. These revisions shall be subject to any and all other provisions of the Agreement, with the exception of the parts or provisions of the Agreement which have been revised by this Amendment.

In witness whereof, the undersigned parties have executed this amendment on the 28th day of September, 2016.

CITY OF COLLEYVILLE

By: 
Mayor Richard Newton
Date signed: 9/22/2016

Attest:

City Secretary

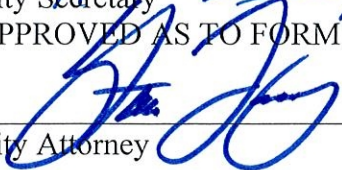
APPROVED AS TO FORM AND LEGALITY:


City Attorney

CITY OF KELLER

By: 
Mayor Mark Mathews
Date signed: 9-27-16

Attest:

City Secretary
APPROVED AS TO FORM AND LEGALITY:

City Attorney

REGIONAL MUNICIPAL COURT JUDGE

By: 
Sara Jane del Carmen
Date signed: 9/28/16

Colleyville City Council

SEP 20 2016

Approved

ORDINANCE O-18-2054

AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE REGIONAL MUNICIPAL COURT JUDGE AGREEMENT PROVIDING FOR THE REAPPOINTMENT OF SARA JANE DEL CARMEN AS THE MUNICIPAL COURT JUDGE, PROVIDING FOR THE MUNICIPAL COURT JUDGE'S COMPENSATION, PROVIDING FOR THE REAPPOINTMENT OF TIFFANY DUONG AS ASSOCIATE MUNICIPAL COURT JUDGE, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Judge Sara Jane del Carmen was appointed as the Municipal Court Judge on September 2, 2014, with the passage of Resolution R-14-3777; and

WHEREAS, the appointment of Judge Sara Jane del Carmen was ratified and affirmed on November 5, 2014, with the passage of Ordinance O-14-1939; and

WHEREAS, the reappointment of Judge Sara Jane del Carmen was ratified and affirmed on September 20, 2016, with the passage of Ordinance O-16-1992; and

WHEREAS, the City Council now desires to amend the Regional Municipal Court Judge Agreement to reappoint Judge Sara Jane del Carmen as Municipal Court Judge for an additional two-year term beginning October 1, 2018; and

WHEREAS, the City Council further desires to amend the Regional Municipal Court Judge Agreement to establish an annual compensation of \$135,000 for Municipal Court Judge Sara Jane del Carmen; and

WHEREAS, the City Council desires to reappoint Tiffany Duong as the Associate Municipal Court Judge for a two-year term beginning October 1, 2018; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and

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

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

- Sec. 1. THAT the above findings are hereby found to be true and correct and are incorporated herein in their entirety.
- Sec. 2. THAT the City Council hereby reappoints Judge Sara Jane del Carmen as the City of Colleyville Municipal Court Judge for the City of Colleyville Municipal Court of Record to serve from October 1, 2018, through September 30, 2020; including an optional renewal for one additional two-year term to begin on October 1, 2020.
- Sec. 3. THAT the City Council hereby approves the Third Amendment to the Regional Municipal Court Judge Agreement attached hereto as Exhibit "A"; providing for the reappointment of Municipal Court Judge Sara Jane del Carmen and establishing her annual compensation at \$135,000; and
- Sec. 4. THAT the City Council hereby reappoints Tiffany Duong as the City of Colleyville Associate Municipal Court Judge for the City of Colleyville Municipal Court of Record to serve from October 1, 2018, through September 30, 2020; including an optional renewal for one additional two-year term to begin on October 1, 2020.
- Sec. 5. THAT this Ordinance shall take effect immediately upon passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 17th day of July 2018.

The second reading and public hearing being conducted on the 7th day of August 2018.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON
THIS THE 7th DAY OF AUGUST 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelly	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

EXHIBIT "A"

THIRD AMENDMENT TO REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This Third Amendment ("Amendment") to the Regional Municipal Court Judge Agreement executed on September 23, 2014 ("Agreement"), is made and entered into by and between the City of Colleyville ("Colleyville"), the City of Keller ("Keller"), and Judge Sara Jane del Carmen ("Judge del Carmen"). Colleyville, Keller, and Judge del Carmen may collectively be referred to as the parties.

WHEREAS, the parties executed the original Agreement on September 23, 2014; and

WHEREAS, the Agreement was first amended on September 15, 2015 and was amended a second time on September 28, 2016; and

WHEREAS, Judge del Carmen has served well during her term of service as Regional Municipal Court Judge; and

WHEREAS, Judge del Carmen has brought innovation and leadership to the bench yielding improved operations and efficiencies in the Court; and

WHEREAS, the parties wish to adjust the annual compensation to Judge del Carmen; and

WHEREAS, the parties agree that the approval of this Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Amendment, the receipt and sufficiency of which are hereby affirmed, the parties agree to the Amendment as follows:

1. Recitals. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. Amendment to Apportionment. The section of the Agreement titled "Appointment" is hereby amended by amending and restating subsection a. to read as follows:
 - a. The Regional Municipal Court Judge shall be reappointed for a two (2) year term of office commencing on October 1, 2018, and ending on September 30, 2020. The term of this Agreement shall automatically extend, and the Regional Municipal Court Judge shall be reappointed for one additional two (2) year term beginning on October 1, 2020 (the "Second Reappointment Term"), unless any party hereto gives written notice of its intent not to extend this Agreement for the Second Reappointment Term on or before August 1, 2020. During term of this Agreement, the Regional Municipal Court Judge shall serve as Presiding Judge over the Colleyville and Keller Municipal Courts of

Record in accordance with Section 30.00007 of the Texas Government Code. The Regional Municipal Court Judge may be removed from office only as provided by law. The removal of the Regional Municipal Court Judge by either the City of Colleyville or the City of Keller shall be mutually effective to terminate this Agreement. In the event of removal, there shall be no other liability to the Cities of Colleyville and Keller.

3. Amendment to Compensation and Evaluation. The section of the Agreement titled "Compensation and Evaluation" is hereby amended by amending and restating subsection a. to read as follows:
 - a. As compensation for all required services, as outlined herein, the City agrees to pay the Regional Municipal Court Judge \$5,192.31 bi-weekly fee which equates to total annual fees of \$135,000.00. No other compensation or benefits shall be paid to the Regional Municipal Court Judge, and the Regional Municipal Court Judge shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits.
4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.
5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
6. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of an electronic copy of this Amendment executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas. Except as modified hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective the _____ day of _____, 2018.

[signature page to follow]

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE

By: _____
Mayor Richard Newton

By: _____
Sara Jane del Carmen

Date signed: _____

Date signed: _____

Attest:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY OF KELLER

By: _____
Mayor P. H. McGrail

Date signed: _____

Attest:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 07/17/2018

Number Ordinance O-18-2055

Type Ordinance

Department Police

Title

Approval of the Fiscal Year 2019 Colleyville Crime Control and Prevention District budget

Strategic Plan

2.4 Demonstrate stewardship of public resources

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

In accordance with Chapter 363 of the Local Government Code, the Colleyville Crime Control and Prevention District (CCCPD) Board, which is comprised of the City Council, must hold a public hearing on the proposed annual budget at least 100 days before the start of the fiscal year and adopt a budget at least 80 days before the start of the fiscal year. The CCCPD Board held a public hearing on the proposed FY 2019 CCCPD budget on June 19, 2018 and advertised this public hearing in the *Fort Worth Star-Telegram* on Friday, June 8, 2018, per the 10 day advance requirement. On July 2, 2018, the Board approved the proposed FY 2019 CCCPD budget.

Upon Board approval, the CCCPD budget must be submitted to the City Council for approval or rejection within 10 days. Per Sec. 363.205(d) of the Local Government Code, the governing body may not amend the budget submitted by the Board. If the governing body rejects the budget submitted by the Board, the governing body and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year. This agenda item allows for City Council consideration (1st reading of the CCCPD budget ordinance). The July 17, 2018 City Council agenda item for first reading of the CCCPD budget ordinance will also serve as the required public hearing by the governing body and was advertised in the *Fort Worth Star-Telegram* on Friday, July 6, 2018, per the 10 day advance requirement.

During the discussion of the FY 2019 proposed CCCPD budget on June 19, 2018, staff presented a complete FY 2019 budget proposal and a five-year forecast based on current information. No changes to the FY 2019 proposed CCCPD budget were requested. Staff is seeking City Council approval of the proposed FY 2019 expenditures.

Financial Impact

The attached proposed budget provides estimated fund balances and revenues, as well as a detailed list of proposed expenditures.

Recommendation

Approve

Attachments

1. Proposed FY 2019 CCCPD Budget
2. Ordinance O-18-2055

COLLEYVILLE CRIME CONTROL DISTRICT FY 2018 THROUGH FY 2023 PROJECTION
--

FISCAL YEAR	ADOPTED FY 2018	PROJECTED FY 2018	PROPOSED FY 2019	PROJECTED FY 2020	PROJECTED FY 2021	PROJECTED FY 2022	PROJECTED FY 2023
BEGINNING FUND BALANCE	\$1,438,234	\$1,550,950	\$1,325,041	\$1,091,731	\$1,088,593	\$961,174	\$1,133,111
REVENUES:							
1/2 CENT SALES TAX REVENUE (+2% PROJECTED)	\$1,700,000	\$1,711,496	\$1,745,726	\$1,780,640	\$1,816,253	\$1,852,578	\$1,889,630
INTEREST INCOME	\$1,500	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
USE OF AVAILABLE CASH	\$444,643	\$426,647	\$436,950	\$80,000	\$200,000	\$0	\$0
TOTAL REVENUES	\$2,146,143	\$2,146,143	\$2,190,676	\$1,868,640	\$2,024,253	\$1,860,578	\$1,897,630
EXPENDITURES:							
ADMINISTRATIVE BOARD/AUDIT EXPENSES:	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850
POLICE SOFTWARE ANNUAL MAINTENANCE CONTRACT	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500
RECRUITING AND HIRING PROCESS	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
CRIME SCENE RESPONSE UNIT	\$10,000	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
CRIME REPORTS ANALYTICAL CRIME MAPPING SOFTWARE	\$5,492	\$5,492	\$5,492	\$5,492	\$5,492	\$5,492	\$5,492
NETMOTION WIRELESS MAINTENANCE AGREEMENT	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219
IN-CAR VIDEO SYSTEM SERVER MAINTENANCE	\$3,949	\$3,949	\$0	\$0	\$0	\$0	\$25,000
OFF-DUTY WEBSITE ANNUAL FEES/MAINTENANCE	\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TICKET WRITER REPLACEMENT	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
CALEA ACCREDITATION	\$11,000	\$11,000	\$11,325	\$16,825	\$11,450	\$11,450	\$16,825
PERSONNEL:							
9 POLICE OFFICERS	\$841,350	\$841,350	\$883,418	\$927,589	\$973,968	\$1,022,667	\$1,073,800
MOVE OFFICER FROM GENERAL FUND FY 2019	\$0	\$0	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551
ADDITIONAL 2 PT PUBLIC SAFETY OFFICERS	\$0	\$0	\$46,432	\$48,754	\$51,191	\$53,751	\$56,438
ADDITIONAL SERGEANT IN FY 2020	\$0	\$0	\$0	\$100,000	\$105,000	\$110,250	\$115,763
TEEN COURT	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750
EQUIPMENT:							
ANNUAL WEAPONS REPLACEMENT	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
SWAT EQUIPMENT AND TRAINING	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150
SAFETY EQUIPMENT AND REPLACEMENT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
BALLISTIC TAC PLATE CARRIERS AND HELMETS	\$13,500	\$13,500	\$0	\$0	\$0	\$0	\$0
TWO RADAR SIGNS- LICENSES	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
IN CAR CAMERAS & SERVER	\$195,000	\$195,000	\$0	\$0	\$0	\$0	\$0
VEHICLES:							
REPLACEMENT - PATROL VEHICLE AND EQUIPMENT	\$206,600	\$206,600	\$206,600	\$206,600	\$206,600	\$206,600	\$206,600
REPLACEMENT - MOTORCYCLE (TWO)	\$0	\$0	\$44,000	\$0	\$0	\$0	\$0
REPLACEMENT - ADMINISTRATIVE VEHICLES	\$27,000	\$27,000	\$0	\$27,000	\$27,000	\$27,000	\$27,000
NEW VEHICLE (FOR NEW SERGEANT)	\$0	\$0	\$0	\$51,650	\$0	\$0	\$0
DEBT SERVICE:							
2006 SERIES REFUNDING DEBT	\$501,845	\$501,845	\$509,100	\$0	\$0	\$0	\$0
TRANSFERS:							
CAPITAL EQUIPMENT REPLACEMENT FUND - IN-CAR MOBILE DIGITAL COMPUTER SYSTEM	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CAPITAL -							
JUSTICE CENTER DUMPSTER ENCLOSURES	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0
HVAC REPLACEMENT - JUSTICE CENTER	\$0	\$0	\$0	\$0	\$237,000	\$0	\$0
METAL ROOF COATING - JUSTICE CENTER	\$0	\$0	\$0	\$167,200	\$0	\$0	\$0
CARPET & VCT TILE REPLACEMENT - JUSTICE CENTER	\$0	\$0	\$0	\$0	\$88,052	\$0	\$0
TOTAL EXPENDITURES	\$1,945,405	\$1,945,405	\$1,987,036	\$1,791,778	\$1,951,672	\$1,688,641	\$1,784,137
EXCESS REVENUES OVER EXPENDITURES ^^	\$200,738	\$200,738	\$203,640	\$76,862	\$72,581	\$171,937	\$113,492
ENDING FUND BALANCE	\$1,194,329	\$1,325,041	\$1,091,731	\$1,088,593	\$961,174	\$1,133,111	\$1,246,603

^^ MUST HAVE A 1.4 TIMES COVERAGE RATIO (\$200,738) FOR DEBT SERVICE PAYMENT IN FY 2018

^^ MUST HAVE A 1.4 TIMES COVERAGE RATIO (\$203,640) FOR DEBT SERVICE PAYMENT IN FY 2019

ORDINANCE O-18-2055

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2019 FOR THE COLLEYVILLE CRIME CONTROL AND PREVENTION DISTRICT, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE UPON PASSAGE BY THE CITY COUNCIL

WHEREAS, the laws of the State of Texas require the Board of Directors of the Colleyville Crime Control and Prevention District to adopt a budget of projected revenues and proposed expenditures, cash on hand at the start of the year, the amount of money received during the prior year, the tax rate, and the projected ending fund balance; and

WHEREAS, on July 2, 2018, the Board of Directors of the Colleyville Crime Control and Prevention District approved the following budget; and

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

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

Sec. 1. THAT the budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019 for the Colleyville Crime Control and Prevention District, a copy of which is on file in the office of the City Secretary, is hereby made a part of this Ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019 and that the City Manager is authorized to execute all contracts and agreements approved as a part of the budget.

Sec. 2. THAT the budget of the fiscal year beginning October 1, 2018, and ending September 30, 2019, for the Colleyville Crime Control and Prevention District with a sales and use tax rate of .5%, is hereby fixed as follows:

Projected Revenue Received in Fiscal Year 2018	\$ 2,146,143
Projected Cash on Hand as of October 1, 2018	\$ 1,325,041
Revenues	\$ 2,190,676
Expenditures	\$ 1,987,036
Ending Fund Balance at September 30, 2019	\$ 1,091,731

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 17TH day of July 2018.

The second reading and public hearing being conducted on the 7TH day of August 2018.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 7TH DAY OF AUGUST 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby	_____
Place 1, Tammy Nakamura	_____	Lindamood	_____
Place 3, Kathy Wheat	_____	Place 5, Chuck Kelley	_____
Place 4, George Dodson	_____	Place 6, Callie Rigney	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 07/17/2018

Number Ordinance O-18-2044

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial zoning district to allow for a drive-through service on Lot 3, Block 11, Longwood Estates at Ross Downs, located at 7181 Colleyville Boulevard, Case ZC18-009

Strategic Plan

There is no Strategic Plan connection for this item.

Explanation

Second Reading and Public Hearing

There were three individuals who spoke at the first reading. The primary concerns dealt with increased traffic into the residential areas to the south and possible maneuverability concerns with the drive-through and stacking into the drive lanes. The applicant has revised the plans to show the drive-through wrapping around the back of the building. A Landscape Plan has also been provided. The applicant is proposing that the dumpster and trash enclosure be within the front setback along Colleyville Boulevard. The Land Development Code requires that all enclosures and containers shall be located behind all required building setbacks.

First Reading and Public Hearing

Mike Sartain, the applicant, has submitted a request for an amendment to the existing PUD-C ordinance on Lot 3A, Block 11, of the Longwood Estates at Ross Downs, being approximately 1.18 acres, and zoned PUD-C Planned Unit Development – Commercial. The purpose is to amend the approved PUD-C's ordinance to allow for a drive-through restaurant (e.g. fast food restaurant or drink establishment).

Existing Conditions/Background: The subject property, at 7181 Colleyville Boulevard, has PUD-C zoning and is located on the southwest corner of Colleyville Boulevard and Longwood Drive. The subject property has been platted but remains as the last undeveloped property in the Longwood Estates at Ross Downs Development.

PUD Amendment Request:

Request – The applicant is requesting approval of a PUD amendment to allow for a “restaurant with drive-through service,” which the current PUD-C ordinance prohibits. The applicant proposes to build a commercial strip center complementing the existing

commercial development to the south along Colleyville Boulevard. The adjacent lot in the existing commercial development has a restaurant drive-through that was allowed by a PUD amendment approved in 2009.

Analysis: This site is located at the far north end of the Colleyville Boulevard Commercial Corridor which contains restaurants with drive-through service. The site currently allows restaurants and drive-through uses, such as dry cleaners or a pharmacy, just not a restaurant with a drive through.

Surrounding Development: The properties immediately to the south and west have developed as a part of the same PUD-C with mostly office uses and a small commercial strip building. Further to the south along Longwood Drive, has developed with relatively small lot residential. Across Longwood Drive remains undeveloped with PUD-C and ML zoning, but has been designated as park land area. Residential development with a golf course resides to the north across Colleyville Boulevard. Traveling south along Colleyville Boulevard has mostly commercial and light manufacturing development. Going north along Colleyville Boulevard is Grapevine.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property as 'commercial.' This request to amend the PUD-C ordinance does not conflict with the Comprehensive Plan.

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 regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

Staff Recommendation: The proposed PUD-C amendment does not dramatically change the character of the potential development. Furthermore, a restaurant with drive-through service would not conflict with the character of existing development. With no evident adverse effects, and compliance with the comprehensive plan, staff recommends approval of the PUD-C amendment request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendment with the condition that a physical separation be provided between the drive-thru land and the fire lane at their May 14, 2018 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan and Building Elevations
6. Site Plan and Building Elevations - Revised
7. Landscape Plan
8. Proposed Use
9. Business Proposal
10. Ordinance O-95-987
11. Ordinance O-04-1474
12. Ordinance O-09-1705
13. Notification Map
14. Notification List
15. Property Owner Notification
16. Ordinance O-18-2044

Aerial Map

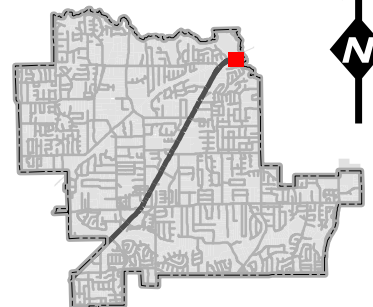


ZC18-009

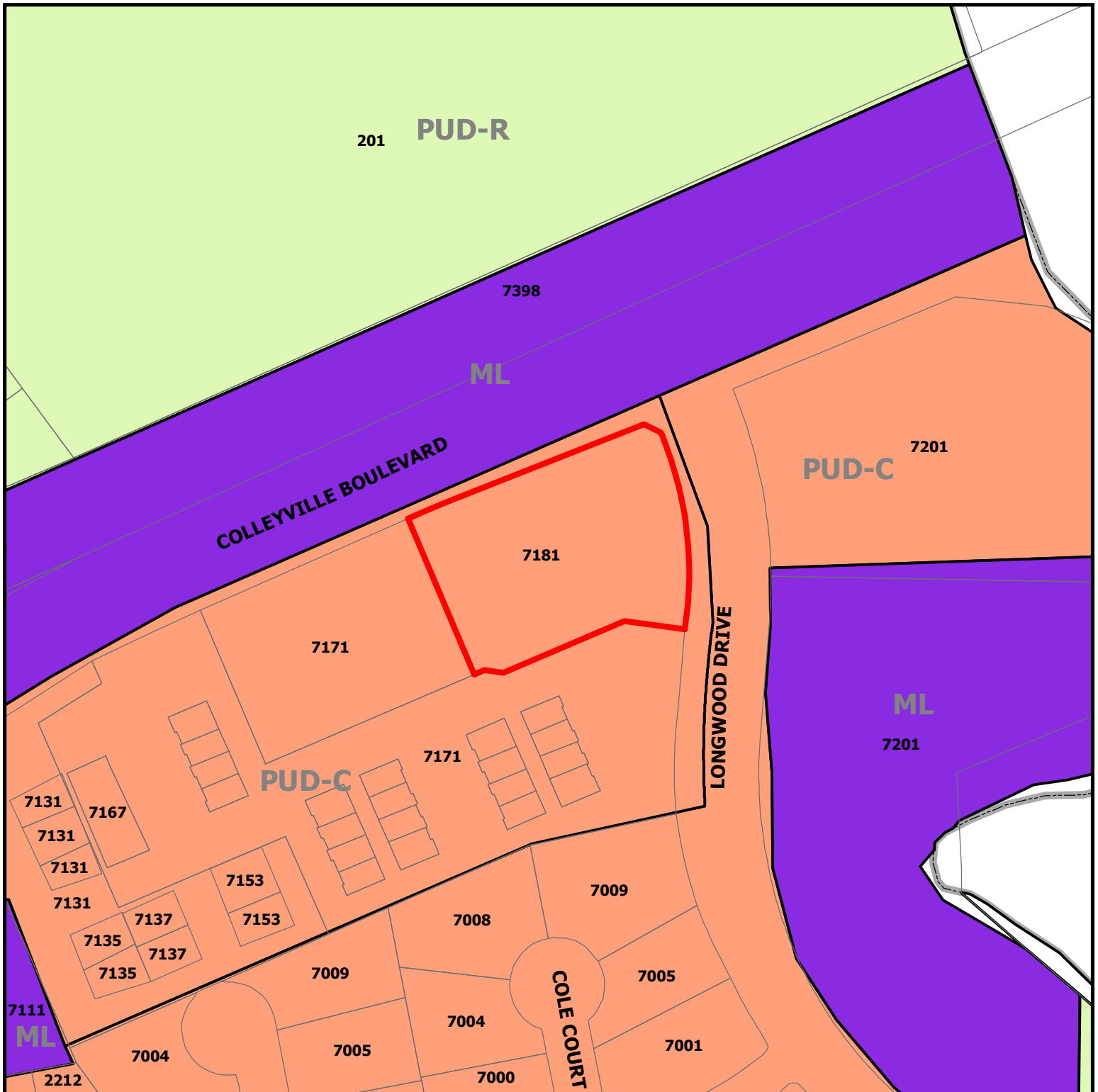
7181 Colleyville Blvd

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.

 Subject Property



Zoning Map



ZC18-009

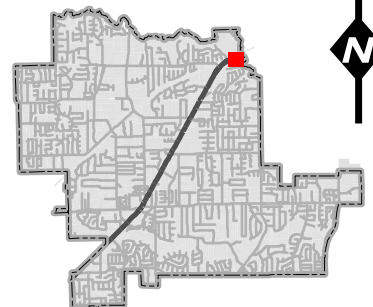
7181 Colleyville Blvd

DISCLAIMER:

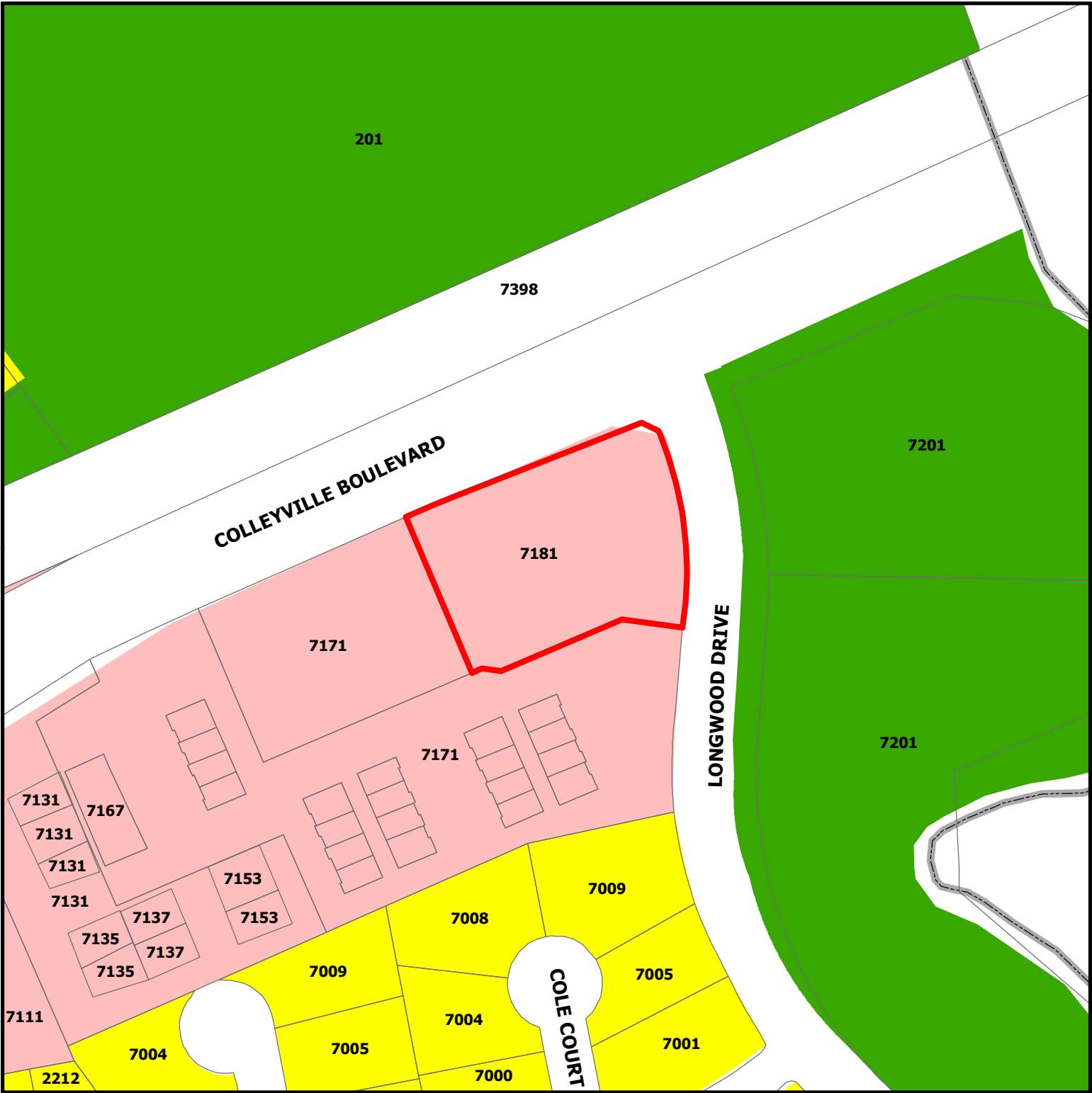
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.



Subject Property



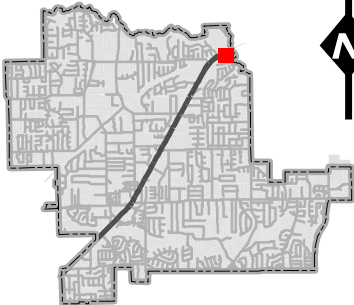
Future Land Use Map



DISCLAIMER:
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ZC18-009 7181 Colleyville Blvd

-  Subject Property
-  Residential
-  Colleyville Blvd Corridor
-  Open Space; Parks



Statement of Planning Objectives

March 2, 2018

Property:

7181 Colleyville Blvd
Colleyville, TX 76034

Owners:

Mike Sartain
Howard Nycum
Longwood Drive Partners L.P.

Builder/Manager:

Mike Sartain
7113 Cedar Court
Colleyville, TX 76034

Development Schedule:

Financing Approved
Breaking Ground as soon as May 15, 2018

Objective

Allow for a drive thru window on the Southwest side of the proposed building. It would accommodate a window for a prospective tenant, such as a dry cleaners/laundry, a frozen non-alcoholic drink establishment (Smoothie King type). <http://fiizDrinks.com> is currently looking at the space but is requiring a drive thru.

I do not wish to limit myself to just a soda shop concept and would like to include a dry cleaner/laundry, etc.

The proposed building will be approximately 10,686 square feet of retail with 70 parking spaces.

Site Plan and Building Elevations



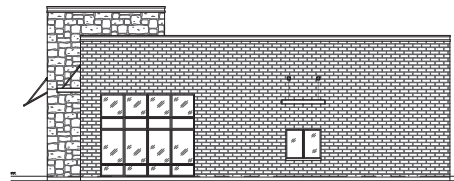
10,686 SQ.FT.
70 SPACES

FRONT ELEVATION

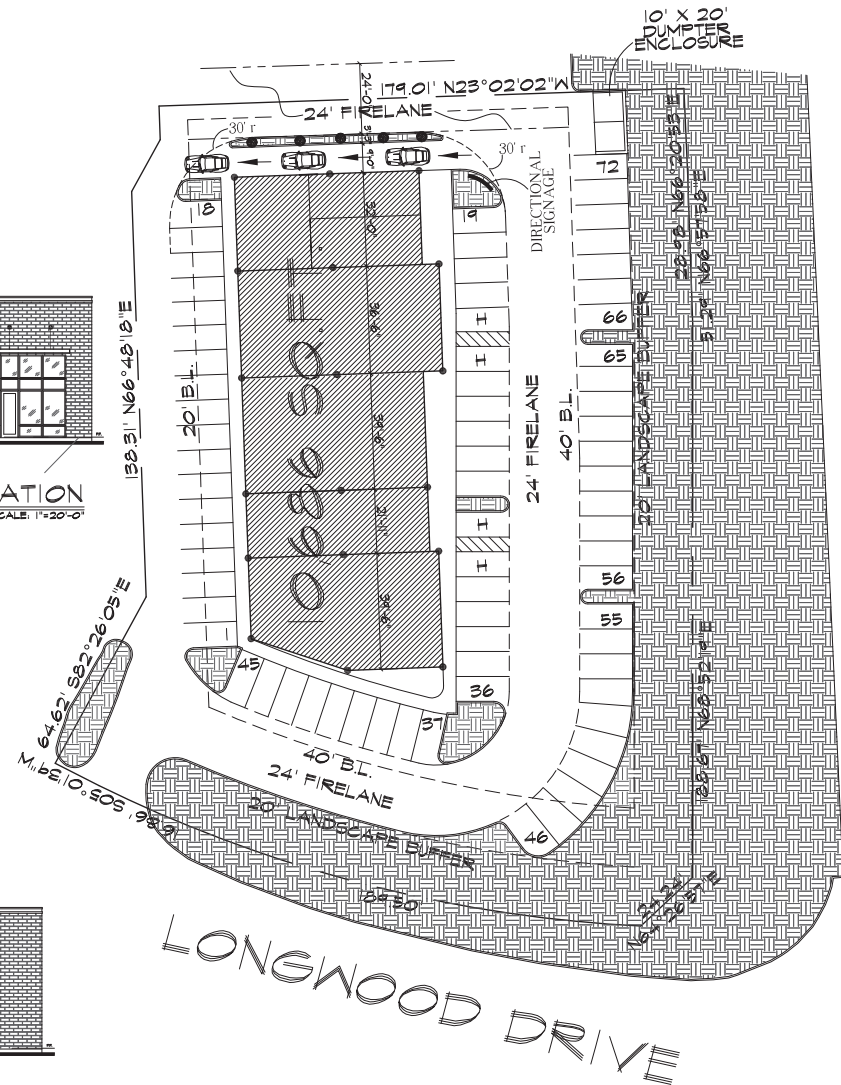
SCALE: 1"=20'-0"



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION
DRIVE THRU SCALE: 1"=20'-0"



LOT:3 BLOCK: 11
LONGWOOD ESTATES AT ROSS DOWNS
CITY OF COLLEYVILLE
TARRANT COUNTY



SITE PLAN

SCALE: 1"=20'-0"



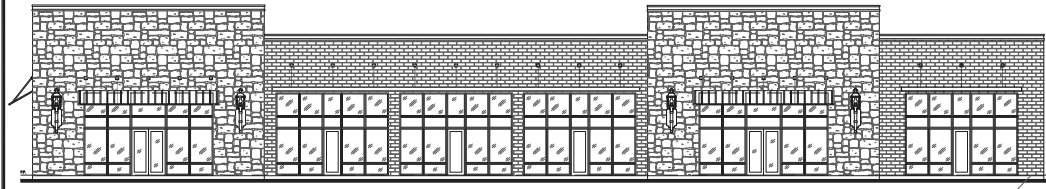
DAVID COLEY
DRAFTING & DESIGN
CELL # 817-713-6770
FAX # 817-704-0057
8116 CHAMIZAL DR. FORT WORTH, TEXAS 76131

JOB#1626

LONGWOOD 26 LLC
STREET, SOUTHLAKE TEXAS

SHEET
SP-1
OF 1 SHEETS

Site Plan and Building Elevations

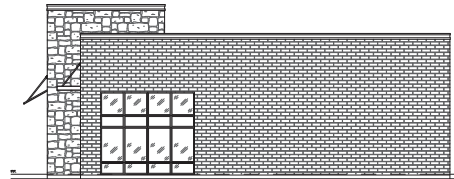


10,653 SQ.FT.
66 SPACES

FRONT ELEVATION
SCALE: 1"=20'-0"

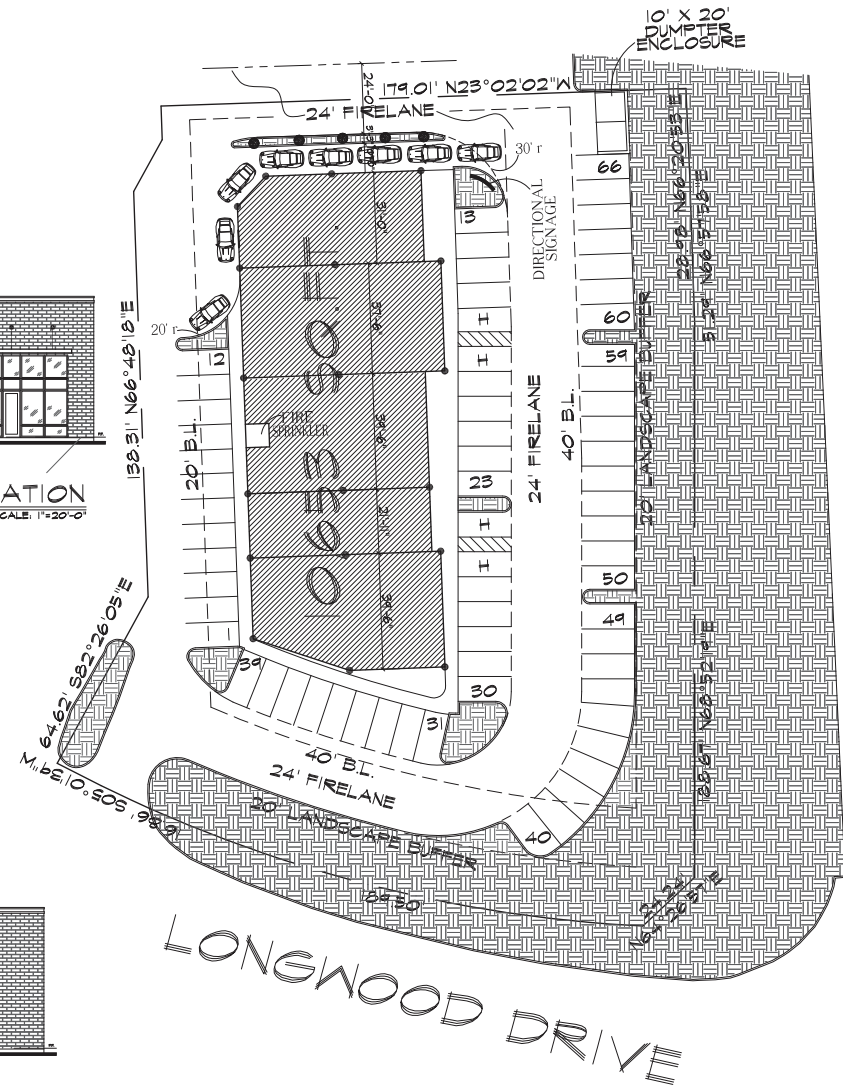


LEFT SIDE ELEVATION
SCALE: 1"=20'-0"



RIGHT SIDE ELEVATION
DRIVE THRU
SCALE: 1"=20'-0"

TOTAL LOT:	51,317 SQ.FT.
PERVIOUS:	11,161 SQ.FT.
TOTAL PERCENTAGE:	21.7%



LOT:3 BLOCK: 11
LONGWOOD ESTATES AT ROSS DOWNS
CITY OF COLLEYVILLE
TARRANT COUNTY



SITE PLAN
SCALE: 1"=20'-0"

06-26-18
06-29-18

DAVID COLEY
DRAFTING & DESIGN
CELL# 817-713-6770
FAX# 817-704-0057
8116 CHAMALDR. FORT WORTH, TEXAS 76137

JOB# 1626

LONGWOOD 26 LLC
STREET. SOUTHLAKE TEXAS

SHEET
SP-1
OF 1 SHEETS

Landscape Plan

PLANTING REQUIREMENTS

1. SOD: MINIMUM AGE OF 18 MONTHS, WITH ESTABLISHED ROOT DEVELOPMENT. SOD SHALL BE WEED FREE.
2. SUBMIT SOD CERTIFICATION FOR GRASS SPECIES AND LOCATION OF SOD SOURCE, SUPPLIER MUST GUARANTEE REPLACEMENT IF SOD FAILS TO ROOT OUT SUFFICIENTLY OR HAS WEEDS.
3. LAYING SOD: MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. LAY SOD WITHIN 24 HOURS OF HARVESTING TO PREVENT DETERIORATION. LAY SOD TIGHT WITH NO OPEN JOINTS VISIBLE AND NO OVERLAPPING, STAGER END JOINTS 12" MIN. DO NOT STRETCH OR OVERLAP SOD PIECES. LAY SMOOTH, ALIGN WITH ADJOINING GRASS AREAS. PLACE TOP ELEVATION OF SOD 1/2 INCH BELOW ADJOINING EDGING AND PAVING CURBS. WATER SODDED AREAS IMMEDIATELY AFTER INSTALLATION. SATURATE SOD TO 4 INCH DEPTH. AFTER SOD AND SOIL HAVE DRIED, ROLL SODDED AREAS TO ENSURE GOOD BOND BETWEEN SOD AND SOIL AND TO REMOVE MINOR DEPRESSIONS AND IRREGULARITIES.
4. SOD PRODUCER: COMPANY SPECIALIZING IN SOD PRODUCTION AND HARVESTING WITH MINIMUM 5 YEARS EXPERIENCE AND CERTIFIED BY THE STATE OF TEXAS.
5. REMOVE FOREIGN MATERIALS, WEEDS AND UNDESIRABLE PLANTS AND THEIR ROOTS. REMOVE CONTAMINATED SUBSOIL.
6. SCARIFY SUBSOIL TO A DEPTH OF 12 INCHES IN AREAS TO BE PLANTED. REPEAT CULTIVATION IN AREAS WHERE EQUIPMENT USED FOR HAULING AND SPREADING MATERIALS ON SITE HAS COMPACTED SUBSOIL.
7. PERFORM DRAINAGE TESTING ON SITE IN TREE WELL PITS TO INSURE POSITIVE DRAINAGE.
8. ALL SOIL POLLUTED BY GASOLINE, OIL CONSTRUCTION DEBRIS OR OTHER SUBSTANCES WHICH WOULD RENDER UNSUITABLE PLANT GROWTH MEDIUM SHALL BE REMOVED FROM THE PREMISES.
9. SPREAD ORGANIC SOIL AMENDMENTS TO A MINIMUM DEPTH OF 4 INCHES IN ALL PLANTING BEDS. TILLED TO 8" DEEPER TO INTEGRATE TOPSOIL INTO EXISTING SOIL.
10. PLANT PITS FOR CONTAINER GROWN PLANTS LARGER THAN 15 GALLON SIZE SHALL HAVE VERTICAL SIDES AND WIDTHS 2 TIMES WIDER THAN ROOT BALL WIDTH.
11. STAKE LOCATIONS AND OUTLINE BED AREAS AND SECURE LANDSCAPE ARCHITECTS ACCEPT BEFORE START OF PLANTING WORK.

INSTALLATION

1. LANDSCAPING MUST BE INSTALLED ON SITE WITHIN 30 DAYS FOLLOWING THE COMPLETION OF THE BUILDING OR AS SOON AS POSSIBLE ALLOWING FOR THE SEASON OF THE YEAR, BUT IN THE EVENT NO LATER THAN 180 DAYS FOLLOWING COMPLETION OF THE BUILDING.

INSTALLER QUALIFICATIONS

1. THE COMPANY SPECIALIZING IN INSTALLING AND PLANTING THE PLANTS NEEDS AT LEAST FIVE (5) YEARS OF DOCUMENTED EXPERIENCE. CONTRACTOR SHALL KEEP ON THE PROJECT DURING ITS PROGRESS A COMPETENT SUPERINTENDENT AND ANY NECESSARY ASSISTANTS, ALL SATISFACTORY TO THE OWNER'S REPRESENTATIVE UNLESS THE SUPERINTENDENT PROVES TO BE UNSATISFACTORY. THE SUPERINTENDENT MUST HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE WITH SIMILAR PROJECTS AND A DEGREE OR CERTIFICATE WITH HORTICULTURE QUALIFICATIONS.

ENVIRONMENTAL REQUIREMENTS

1. DO NOT INSTALL PLANT MATERIAL WHEN AMBIENT TEMPERATURES MAY DROP BELOW 35 DEGREES FAHRENHEIT OR RISE ABOVE 100 DEGREES FAHRENHEIT.
2. DO NOT INSTALL PLANT MATERIAL WHEN WIND VELOCITY EXCEEDS 30 MPH.
3. DO NOT INSTALL PLANT MATERIAL WHEN SOIL IS SATURATED AND PLANT PITS DO NOT DRAIN.
4. DO NOT INSTALL PLANT MATERIAL WITHOUT WATER AVAILABLE ON SITE TO WATER PLANTS DIRECTLY AFTER INSTALLATION.
5. CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO PROJECT COMMENCEMENT. ANY DISCREPANCIES OR CONCERNS OF THE LANDSCAPE CONTRACTOR BETWEEN ENVIRONMENTAL SITE CONDITIONS AND THE PLANT MATERIAL SPECIFIED IN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IN WRITING. CONDITIONS SHALL BE REVIEWED AND ALTERNATIVES RECOMMENDED.

SOIL TESTING

- A MINIMUM OF TWO (2) SOIL TESTS ARE TO BE TAKEN THROUGHOUT THE SITE. SOIL TEST RESULTS ARE TO IDENTIFY EXISTING SITE SOIL COMPOSITION AND RECOMMENDED SOIL AMENDMENTS AND FERTILIZER SPECIFICALLY ADDRESSING SITE SOIL AND THE PLANT MATERIAL ON THE DRAWINGS. WHEN SUBMITTING SOIL SAMPLES, PROVIDE A LIST OF PLANT MATERIALS TO THE TESTING LAB. THE SOIL SAMPLE WILL IDENTIFY APPLICATION RATES AND FREQUENCY. OVER STRUCTURE SOIL TO HAVE AMENDMENTS AND FERTILIZERS THOROUGHLY INCORPORATED INTO THE SOIL. ANALYZE TO ASCERTAIN PERCENTAGE OF NITROGEN, PHOSPHORUS, POTASH, SOLUBLE SALT CONTENT, ORGANIC MATTER CONTENT AND pH VALUE.

WEED, FUNGUS AND INSECT CONTROL

1. NO MATERIAL OR METHOD SHALL AFFECT THE LANDSCAPE PLANTING AND MUST CONFORM TO FEDERAL, STATE AND LOCAL REGULATION.
2. APPLICATION: THE APPLICATOR OF ALL WEED CONTROL MATERIALS SHALL BE LICENSED BY THE STATE OF TEXAS AS A HERBICIDE AND INSECTICIDE CONTROL OPERATOR AND ADVISOR IN ADDITION TO ANY CONTRACTOR LICENSES THAT ARE REQUIRED.
3. SUBMITTALS: PRIOR TO THE INSTALLATION OF ANY CHEMICAL WEED CONTROL MATERIALS, THE HERBICIDE AND INSECTICIDE CONTROL ADVISOR SHALL SUBMIT TO THE LANDSCAPE ARCHITECT A LIST OF THE WEED AND PEST CONTROL MATERIALS AND QUANTITY PER ACRE INTENDED FOR USE IN CONTROLLING THE WEED AND PEST TYPES PREVALENT AND EXPECTED ON THE SITE. CONTROL ADVISOR SHALL FURNISH DATA TO DEMONSTRATE THE COMPATIBILITY OF THE WEED CONTROL MATERIALS AND METHODS WITH THE INTENDED PLANT AND SEED VARIETIES.

SOIL COMPACTION FOR LANDSCAPING AND DRAINAGE

1. SATURATE SOIL WITH WATER TO TEST DRAINAGE. INSURE ALL LANDSCAPE AREAS DRAIN THROUGH THE SUBSURFACE HORIZONS AND OVER SURFACE TO DRAINAGE STRUCTURES. IF PLANT PITS DO NOT DRAIN WITHIN 24 HOURS, NOTIFY LANDSCAPE ARCHITECT.
2. IMPORTED SOIL SHALL BE COMPACTED TO A MINIMUM OF 80% AND A MAXIMUM OF 85% RATIO TO SOIL PREPARATION. (THE SOIL SHALL NOT BE WORKED WITH THE MOISTURE CONTENT SO GREAT THAT EXCESSIVE COMPACTION WILL OCCUR, NOR WHEN IT IS SO DRY THAT CLODS WILL NOT BREAK READILY.) WATER SHALL BE APPLIED, IF NECESSARY, TO PROVIDE IDEAL MOISTURE FOR BACK FILLING AND FOR PLANTING AS HEREIN SPECIFIED.
3. ALL AREAS: MAKE ENTIRE AREA SMOOTH AND EVEN TO FINISH GRADE. CULTIVATE ALL AREAS SO THAT THERE ARE NO HUMPS OR HOLLOWES, SO THAT AREAS DRAIN AS INDICATED. GRADE TO ALLOW FREE FLOW OF SURFACE WATER AWAY FROM THE BUILDING TO CATCH BASIN AND/OR AWAY FROM THE AREAS WITHOUT IT PUDDLING OR PONDING AND OR CHANNELING SUCH THAT UNDEE EROSION COULD OCCUR. NO PLANTING SHALL OCCUR UNTIL SITE DRAIN AS INTENDED.
4. DRAINAGE TESTING OF PLANT PITS: FILL EXCAVATION FOR PLANT MATERIAL WITH WATER AND ALLOW TO PERCOLATE OUT BEFORE PLANTING. NOTIFY LANDSCAPE ARCHITECT IF WATER DOES NOT PERCOLATE OUT AFTER 24 HOURS.

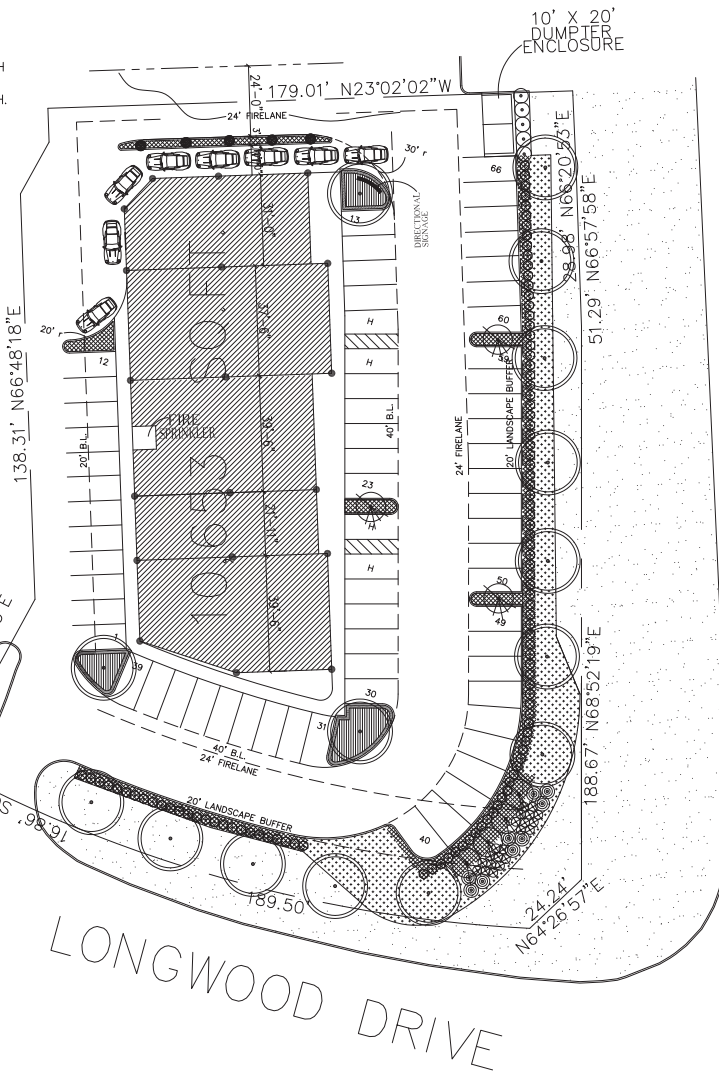
WATERPROOFING INSPECTION/TESTING

- PRIOR TO THE INSTALLATION OF ANY IMPORTED SOIL, BACKFILL, GRAVEL FILL OR SUB-BASE, THE CONTRACTOR SHALL OBSERVE THE INTEGRITY OF ALL WATERPROOFING AND DAMP PROOFING MEMBRANES.

LOT: 3R1 - LANDSCAPE DATA TABLE		
LOT AREA	51,317 SF (1.178 ACRES)	
LANDSCAPE AREA REQUIRED	51,317 SF x 20% =	10,263.4 SF
LANDSCAPE AREA PROVIDED	11,161 SF	
LANDSCAPE REQUIRED IN STREET YARDS	9,744.61 SF x 50% =	4,872.305 SF
LANDSCAPE PROVIDED IN STREET YARDS	4,965.99 SF	
STREET FRONTAGE	TREES REQUIRED 483 (482.71) / 40' = (12.06) 12 TREES	
	TREES PROVIDED 12 TREES	
STREET SHRUBS	SHRUBS REQUIRED 483 / 5' = 97 (96.6) SHRUBS	
	SHRUBS PROVIDED 138 SHRUBS	
TREES PROVIDED PER EACH PARKING SPACE	TREES REQUIRED 66 / 18 = 4 (3.66) TREES	
	TREES PROVIDED 6 TREES	

LANDSCAPE LEGEND	
	LIVE OAK 'CATHEDRAL', 3" CAL. SPACED AS SHOWN
	CREPE MYRTLE, 6-8' HT., WHITE, 3 STEM MAX., SPACED AS SHOWN
	YAPOU HOLLY, TREE FORM, 6-8' SINGLE STEM
	ITALIAN CYPRESS, 5' HT.
	DWARF BURFORD HOLLY, 5 GAL., 5' OC
	WAX MYRTLE, 7 GAL., 5' O.C., HEAVY OR SIZE
	DRIFT ROSE, CORAL, 3 GAL., 5' OC, HEAVY FOR SIZE
	LIRIODIE, PLUG, 12" O. C.
	PURPLELEAF WINTERCREEPER, PLUG, 12" O. C.
	DECOMPOSED GRANITE, 2" DEEP, FILTER FABRIC
	BERMUDA SOD
	METAL EDGE

MAINTENANCE NOTE	
THE OWNER, TENANT AND THEIR AGENT, IF ANY SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER OF ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE.	
MITIGATION NOTE	
1. NO EXISTING TREES ARE PRESENT ON SITE AS OF 3 JULY 2018.	
GENERAL NOTES:	
1. REFER TO SP-1 FOR GRADING, DRAINAGE AND ZONING INFORMATION. 2. IRRIGATION PLAN WILL BE DEVELOPED WITH CURRENT BEST MANAGEMENT WATER PRACTICES. IRRIGATION LAYOUT PLAN BY OTHER.	



PLANTING PLAN

SCALE: 1"=20'-0"

LOT: 3 BLOCK: 11
LONGWOOD ESTATES AT ROSS DOWNS
CITY OF COLLEYVILLE
TARRANT COUNTY

06-26-18
06-29-18

leaf studio llc
landscape architecture
leaf studio llc
10000 Ross Downs
Rt 102038 Texas
UTexas: 0020307
817.909.2797

JOB# 1626

LONGWOOD 26 LLC
STREET, SOUTHLAKE TEXAS

SHEET
LP-1
OF 1 SHEETS

Proposed Use

Coming Soon!!!

Restaurant/Medical/Retail
10,686 sq ft



Contact:
Mike Sartain 214-957-3180
Howard Nyeum 214-352-2880

96"

Business Proposal



Serious Drink Experience

FIIZ FAVORITES (PRICES VARY)



Life in the Coconut

<http://fizzdrinks.com/>

KIDS' DRINKS

Pink Poodle

Cotton Candy Cream
Soda w/ Whipped
Cream

Business Proposal

Lime in the Coconut

Lime & Coconut

Cocalada

Pineapple, Coconut & Cream

Razzbear

Raspberry Purée, Vanilla & Cream

Cocomo

Coconut & Chocolate

Cherry

Classic Cherry

Chocolate

Classic Chocolate

Vanilla

Classic Vanilla

Threat Level Midnight

Raspberry Purée & Blackberry

Mojava

Iced Coffee taste w/ NO COFFEE

Roy Rogers

Grenadine & Cherries



DewBerry

Berry Purée

Xanadew

Passion Fruit, Blue Curacao

Ice Queen

Blue Raspberry
Freeze w/ Whipped Cream

Rubber Ducky

Blue Raspberry
Sprite w/ Whipped Cream & Peep

Sharks in the Water

Blue Raspberry
Sprite w/ Gummy Sharks

Kermie

Green Apple or Kiwi
Sprite w/ Gummy Frogs

Wiggly Worm

Root Beer, Cherry,
Whipped Cream w/ Worms

Stormy Day

Fruity Sprite

ITALIAN SODAS (16oz)

Italian Sodas

Italian Cream Sodas

Italian Cream Sodas w/ Whipped Cream

Business Proposal



Pepperlada

Pineapple, Coconut & Cream

Nailed It!

Blackberry & Coconut

Pineapple Upside Down Cake

Pineapple & Cherry

Yowza

Raspberry, Coconut & Cream

Berry Good Doctor

Strawberry Purée, Vanilla,
Coconut & Cream

Lola Pop

Peach Purée & Fresh Lime

Sprite & Sprite 0 Drinks

Scotch and Soda

Vanilla, Lemon & Lemon
Syrup

Lime in the Coconut

Fresh Lime & Coconut

Xanasprite

Passion Fruit & Blue Curacao

Lime Rickey

Fresh Lime & Grape

MoMojito

Fresh Lime, Lime Juice &
Mojito Mix

Strawberry Shortcake

Chocolate Chip

Peanut Butter

Red Velvet

SWEET & SALTY

Popcorn

Macarons

Cupcakes

Chips and Salsa

PEBBLE ICE

Sold by the Bag!

Business Proposal

Strawberry Shortcake

Strawberry, Vanilla, Cupcake
& Cream

North Shore

Peach & Mango Purée,
Coconut & Fresh Lime

Pretty in Pink

Lemonade, Cherry &
Grapefruit

Summer Nights

Peach Purée, Raspberry &
Whipped Cream

FIIZ CLASSICS

Iron Port

Rootbeer FiiZ

Orange Cream FiiZ

Red Cream FiiZ

Shirly Temple

Roy Rogers

Business Proposal

Your local stop for treats, specialty drinks, &
Italian sodas!

Drive thru for quick convenience or stop &
hang!

At most locations the Lobby closes one hour
before Drive Thru

BOUNTIFUL

801-872-2761 (tel:801-872-2761)

45 W 400 N

Bountiful, UT 84010

map

(<https://www.google.com/maps/place/FiiZ+Drinks/@40.8932073,-111.8817776,17z/data=!4m7!1m4!3m3!1s0x8752f821c5d58d27:0x612c58b0f75d3bf8!2s45+W+400+N,+Bountiful,+UT+84010!3b1!3m1!1s0x8752f821c4302a9f:0x8953ecf7581957ab>)

Mon-Thurs

7:30 am - 10:00 pm

Friday

7:30 am - 11:00 pm

Saturday

9:00 am - 11:00 pm

closed Sunday

KAYSVILLE

315 N Main Street

Kaysville, UT 84037

map

(<https://www.google.com/maps/place/315+N+Main+St,+Kaysville,+UT+84037/@41.039976,-111.94142,17z/data=!3m1!4b1!4m2!3m1!1s0x875301fadb572b53:0x2a1ffc0c69cc8751>)

Mon-Thurs

7:30 am - 10:00 pm

Friday

7:30 am - 11:00 pm

Saturday

9:00 am - 11:00 pm

closed Sunday

SYRACUSE

1642 S 2000 W

Syracuse, UT 84075

map

(<https://www.google.com/maps/place/1642+S+2000+W,+Syracuse,+UT+84075/@41.090065,-112.0649979,17z/data=!3m1!4b1!4m2!3m1!1s0x87531b5bf38d2fa3:0x8cc48fb0eeab26ee0>)

Mon-Thurs

7:30 am - 10:00 pm

Friday

7:30 am - 11:00 pm

Saturday

9:00 am - 11:00 pm

closed Sunday

STATION PARK

121 N East Promontory

Farmington, UT 84025

map

(<https://www.google.com/>)

NORTH OGDEN

2592 N 400 E

North Ogden, UT 84414

map

(<https://www.google.com/>)

Saturday

9:00 am - 11:00 pm

closed Sunday**TAYLORSVILLE**

2530 W 4700 S

Taylorsville, UT 84129

map

(<https://www.google.com/maps/place/FiiZ+Drinks/@40.8246852,-112.2510885,10.06z/data=!4m5!1m2!2m1!1sfiiZ+taylorsville+84129!3m1!1s0x0000000000000000:0x18a0257ab3b77e0c>)

Mon-Thurs

7:30 am - 10:00 pm

Friday

7:30 am - 11:00 pm

Saturday

9:00 am - 11:00 pm

closed Sunday**FIIZ TRUCK UTAH**

Mobile and Ready for your event!

email for price and availability

fiiZtruck@gmail.com**FIIZ TRUCK ARIZONA**

Mobile and Ready for your event!

email for price and

Business Proposal

4202 E Main Street

Mesa, AZ 85213

map

(<https://www.google.com/maps/place/4202+E+Main+St,+Mesa,+AZ+85205/@33.4155535,-111.7419231,17z/data=!3m1!4b1!4m2!3m1!1s0x872baf5e7cadede5:0xe63bd056ceebfd5b>)

Mon-Thurs

7:30 am - 10:00 pm

Friday

7:30 am - 11:00 pm

Saturday

9:00 am - 11:00 pm

closed Sunday**OGDEN JUNCTION**

2356 Kiesel Ave

Ogden, UT 84401

map

(<https://www.google.com/maps/place/2356+Kiesel+Ave,+Ogden,+UT+84401/@41.2236068,-111.973864,17z/data=!3m1!4b1!4m2!3m1!1s0x87530edc3d77e3ad:0x10e454b4f1a64cbe>)

Mon-Thurs

10:00 am - 10:00 pm

Friday

10:00 am - 11:00 pm

Saturday

10:00 am - 11:00 pm

closed Sunday

1028 Idaho St

Elko, NV 89801

map

(<https://www.google.com/maps/place/1028+Idaho+St,+Elko,+NV+89801/@40.8368457,-115.7587653,19z/data=!4m7!1m4!3m3!1s0x80a6072d4854ec8d:0x79994dd150e8e6a7!2s1028+Idaho+St,+Elko,+NV+89801!3b1!3m1!1s0x80a6072d4854ec8d:0x79994dd150e8e6a7>)

Mon-Thurs

7:00 am - 10:00 pm

Friday

7:00 am - 11:00 pm

Saturday

9:00 am - 11:00 pm

Sunday**SOUTH OGDEN**

6029 Fashion Point Dr

South Ogden, UT 84403

map

(<https://www.google.com/maps/place/6029+Fashion+Point+Dr,+South+Ogden,+UT+84403/@41.1536945,-111.9387445,17z/data=!3m1!4b1!4m5!3m4!1s0x875306646552b865:0x15f1d706ae4bd2a!8m2!3d41.1536945!4d-111.9365558>)

Mon-Thurs

7:30 am - 10:00 pm

Friday

ORDINANCE 0-95-987

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF 21.299 ACRES OUT OF THE M.W. DAVENPORT SURVEY, ABSTRACT 432; THE J.N. GIBSON SURVEY, ABSTRACT 591, TRACTS 4A3, 4A1, 4A3B AND THE ROBERT CHOWNING SURVEY, ABSTRACT 294, TRACT 1E AND A PORTION OF TRACT 1, IN THE CITY OF COLLEYVILLE, TEXAS FROM THE ML (LIGHT MANUFACTURING) DISTRICT TO THE PUD-C (PLANNED UNIT DEVELOPMENT-COMMERCIAL WITH 28 RESIDENTIAL LOTS) DISTRICT; PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, an application for zoning change was filed by John Cole, Colleyville Development Limited Partnership on February 22, 1995, under Case No. Z-95-007; and,

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the zoning ordinance; and,

WHEREAS, public hearings to change the zoning and the Master Plan on the property herein described were held before both the Planning and Zoning Commission and the City Council; and,

WHEREAS, the City Council is of the opinion that the zoning change herein effectuated furthers the purpose of zoning as set forth in the Zoning Ordinance and is in the best interest of the citizens of the City of Colleyville;

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

Sec. 1. THAT the Master Plan, the Zoning Ordinance of the City of Colleyville, Texas, and the accompanying Zoning Map (as indicated in Exhibit A) are hereby amended insofar as they relate to certain land located in Colleyville, Texas, described by metes and bounds (Exhibit B) by changing the zoning of said property from the ML (Light Manufacturing) district to the PUD-C (Planned Unit Development-Commercial) district together with all site plans,

supporting documents, and other conditions and restrictions imposed and approved by the Council which are incorporated herein by reference including, but not limited to: the Development Standards, which are Attachment 1 to this ordinance, and the Conceptual Site Plans, which are Attachment 2 to this ordinance. Attachments 1 and 2 shall be incorporated in this ordinance for all purposes.

Sec. 2. Any person, firm or corporation violating any of the provisions of this ordinance as read together with the Zoning Ordinance of the City of Colleyville and accompanying official Zoning Map thereto shall be guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00). Each and every day such violation continues shall constitute a separate offense and shall be punishable as such.

Sec. 3. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 21st day of March, 1995.

The second reading and public hearing being conducted on the 4th day of April, 1995.

The third reading and public hearing being conducted on the 18th day of April, 1995.

ATTEST:

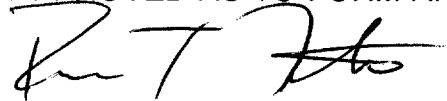
CITY OF COLLEYVILLE



Jean Harris, CMC
City Secretary

Cheryl Feigel
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

SECTION 3.14 OF CITY CHARTER:
IF THE MAYOR SHALL NEGLECT
TO APPROVE OR OBJECT TO ANY
SUCH PROCEEDINGS FOR A LONG-
ER PERIOD THAN SEVEN (7)
DAYS AFTER ORDINANCE OR RES-
OLUTION IS PLACED IN THE
OFFICE OF THE CITY SECRETARY
AS AFORESAID, THE SAME SHALL
BECOME EFFECTIVE IMMEDIATELY
UPON PUBLICATION AS REQUIRED
BY LAW.

EFFECTIVE MAY 15, 1995



PUD-R

TILLER
1

4A1 / PROPOSED CHANGE

ML

TROPICANA
FUELS

CANNABIS 1E
BUSINESS PL-

ML
to
PU

3D	3D3	3D2	3D
3E	3E3	3E2	3E

3J

AG

PUD-R

TR A

DOCK WAY

EXHIBIT A
ORDINANCE O-95-987

LEGAL DESCRIPTION

BEING all that certain tract, parcel, or lot of land located in the ROBERT CHOWNING SURVEY, Abstract No. 294, the J. N. GIBSON SURVEY, Abstract No. 591, the M. W. DAVENPORT SURVEY, Abstract No. 432, and the A. J. LOTT SURVEY, Abstract No. 963, Tarrant County, Texas, and more particularly described as follows;

BEGINNING at a point in the south right-of-way line of State Highway No. 26 (Colleyville Boulevard) and the west right-of-way line of Longwood Drive, for the beginning of a curve to the right with a central angle of 26°29'29", a radius of 470.00 feet, a tangent length of 110.63 feet, and a chord bearing of S 08°14'44" E, with a chord length of 215.38 feet;

THENCE an arc length of 217.31 feet along said curve;

THENCE S 05°00'00" W, 85.45 feet to the beginning of a tangent curve to the left, with a central angle of 59°48'02", a radius of 530.00 feet, a tangent length of 304.77 feet, and a chord bearing of S 24°54'01" E, with a chord length of 528.40 feet;

THENCE an arc length of 553.17 feet along said tangent curve;

THENCE S 54°48'02" E, 22.38 feet to the beginning of a tangent curve to the right, with a central angle of 13°13'52", a radius of 475.02 feet, a tangent length of 55.09 feet, and a chord bearing of S 48°11'11" E, with a chord length of 109.45 feet;

THENCE an arc length of 109.70 feet along said tangent curve to the beginning of a non-tangent line;

THENCE S 78°49'39" W, 527.87 feet;

THENCE S 79°37'39" W, 737.55 feet;

THENCE N 01°13'48" E, 269.94 feet;

THENCE N 89°31'06" W, 23.99 feet;

THENCE N 00°04'22" W, 120.70 feet;

THENCE N 79°37'39" E, 301.03 feet;

THENCE N 23°47'43" W, 163.09 feet;

THENCE N 86°48'58" W, 229.10 feet;

THENCE N 00°17'24" W, 22.11 feet;

THENCE S 89°42'25" W, 59.16 feet to the beginning of a non-tangent curve to the right, with a central angle of 04°52'27", a radius of 2814.79 feet, a tangent length of 119.80 feet, and a chord bearing of N 54°55'14" E, with a chord length of 239.38 feet;

THENCE an arc length of 239.45 feet along said non-tangent curve to the beginning of a non-tangent line;

THENCE N 66°56'39" E, 137.41 feet;

ALLBDY.FNS

February 22, 1995

THENCE N 67°07'40" E, 502.20 feet;

THENCE N 66°11'40" E, 206.12 feet to the POINT OF BEGINNING, containing 17.926 Acres (780,840 square feet) of land, more or less.

ALLBDY.FNS

February 22, 1995

EXHIBIT B
ORDINANCE O-95-987

**LEGAL DESCRIPTION
TRACT 2**

BEING all that certain tract, parcel, or lot of land located in the J.N. GIBSON SURVEY, Abstract No. 591, Tarrant County, Texas, and more particularly described as follows;

BEGINNING at a point in the south right-of-way line of Colleyville Boulevard (State Highway 26);

THENCE N 66°11'40" E, 379.76 feet;

THENCE S 34°56'20" E, 309.90 feet;

THENCE S 04°01'40" W, 136.64 feet;

THENCE S 90°00'00" W, 494.49 feet to a point in the east right-of-way line of Longwood Drive (a 60' R.O.W.);

THENCE N 05°00'00" E, 28.93 feet to the beginning of a tangent curve to the left, with a central angle of 22°48'12", a radius of 530.00 feet, a tangent length of 106.88 feet, and a chord bearing of N 06°24'06" W, with a chord length of 209.55 feet;

THENCE an arc length of 210.94 feet along said tangent curve to the POINT OF BEGINNING, containing 3.456 Acres, (150,545 square feet) of land, more or less

DEVELOPMENT STANDARDS

6.97 ACRE COMMERCIAL TRACT COLLEYVILLE DEVELOPMENT LIMITED PARTNERSHIP

1. The Site Plan submitted at the time of approval of the PUD-C zoning for the subject tract is conceptual in nature. A revised Site Plan will be submitted for approval by City Staff prior to issuance of Building Permits.
2. The minimum rear setback along the southern and western edge of the property shall be 25 feet.
3. The final site plan submittal shall include elevation designs of all sides of the buildings.
4. All mechanical equipment and dumpsters shall be screened from all views.
5. All facades will be in accordance with stipulations and regulations of the City of Colleyville Building Codes. Design features may include decorative tile, stone, brick or block provided such design features conform to all City requirements.
6. All conditions listed here shall be in addition to the requirements for the site set forth in the Zoning Ordinance and Building Code.
7. Building signage will be coordinated by the Developer to insure consistency and aesthetics and be subject to approval by the City Staff.
8. A screening fence shall be erected along the southern and western edge of the property.
9. Sidewalks shall be provided in accordance with the Sidewalk Ordinance on or adjacent to the rights-of-way of Highway 26 and Longwood Drive.
10. Building frontage along Longwood Drive will be a minimum of 120 feet.
11. All landscaping will be done in accordance with the City of Colleyville Landscape Ordinance.
12. If no parking is provided between the proposed buildings and the street, then the building setback line can be varied to zero.

COLE PROPERTY:
Development Standards

1. Residential Use

- a. Single-family dwellings only, not to exceed two stories.

2. Size and Condition of House

- a. Minimum house size to be 2,000 s.f. (single story) and 2,300 s.f. (two story).
- b. 85% constructed of brick, stone or approved masonry on the first floor.

3. Landscaping and Retaining Walls

- a. All retaining walls, planter walls and mail boxes visible from any public right-of-way shall be constructed of brick, stone, wrought iron or a combination thereof.

4. Garages

- a. Maximum of three car garage.
- b. Minimum of two car garage.
- c. Front, side or rear entry (corner lots require matching masonry wing screening wall acceptable to the Architectural Control Committee on side street if garage is to be accessed from side street).

5. Roof

- a. 8/12 pitch
- b. Slate, copper, clay tile or Architectural Control Committee approved composition shingle.

6. Exterior Surface

Site plan and all elevations shall be approved by the Architectural Control Committee.

7. Sidewalks and Driveways

Front sidewalks will be required. All driveways and sidewalks shall be of concrete or of clay brick or concrete brick pavers approved by the Architectural Control Committee.

8. Fences and Walls

Fences and walls shall be no higher than 8 feet. All fence designs must be approved by the Architectural Control Committee.

9. Storage of Non-Motorized Vehicles and Equipment

None allowed where visible from streets, Common Area and adjacent lots.

10. Covenant to Complete Construction

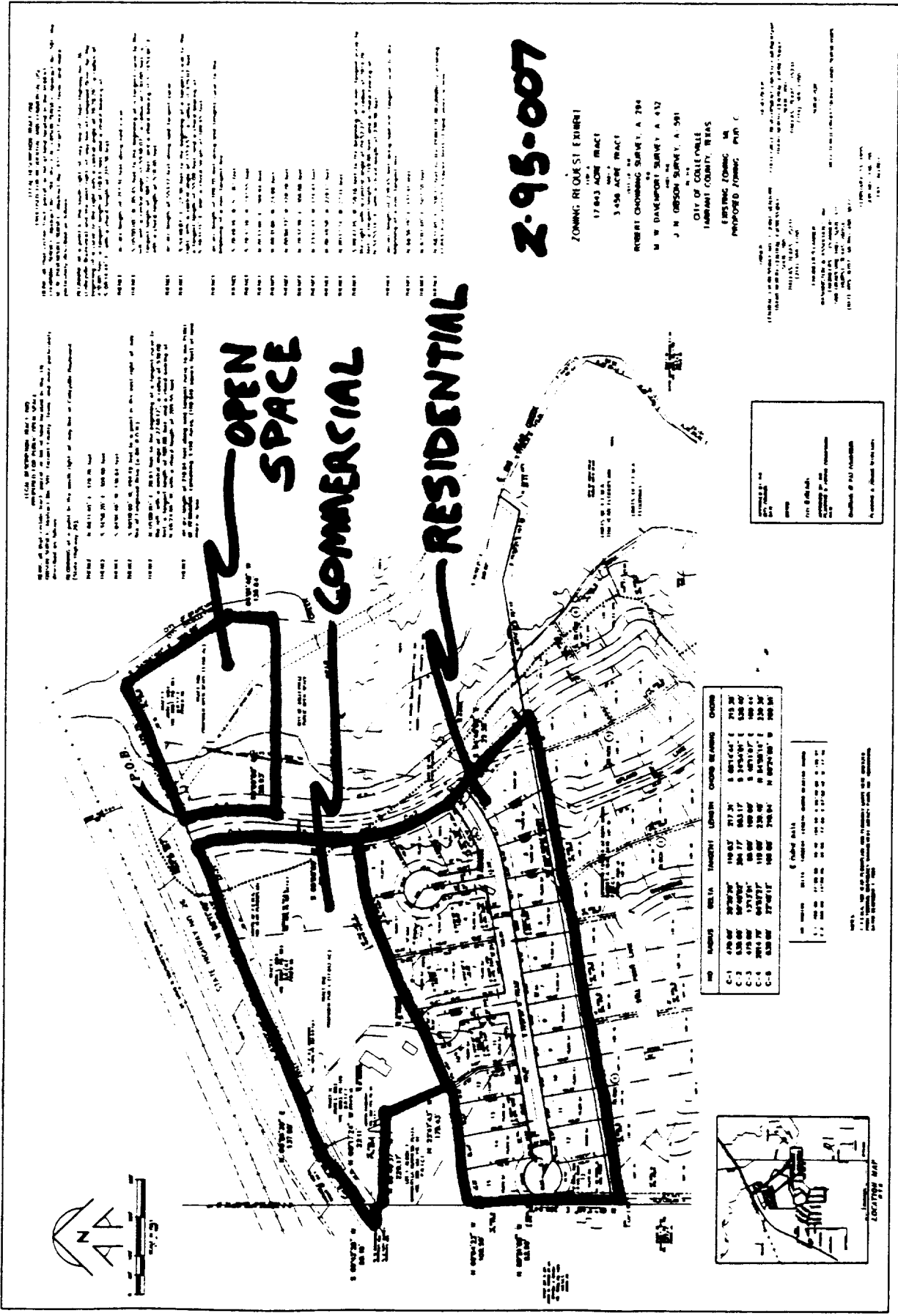
- a. Construction must begin within one year from acquisition of the lot.
- b. Construction must be complete within six months.

11. Antennas

- a. No radio or TV antennas visible on the property.
- b. Satellite dishes must be screened and shall not be visible from streets and adjacent lots.
- c. No ground mounted radio antennas will be permitted.

12. Vehicles

- a. No vehicle may be parked on public right-of-way over 24 hours.
- b. Storage of trucks or other oversized vehicles shall not be allowed in driveways.



2.95-007

ZONING REQUEST EXHIBIT
 17.843 ACRE TRACT
 3.456 ACRE TRACT
 ROBERT CHONGHONG SURVEY, A 294
 M W DAVENPORT SURVEY, A 432
 J H JOHNSON SURVEY, A 591
 CITY OF COLLEVILLE
 JEFFERSON COUNTY, MISSOURI
 EXISTING ZONING IN
 PROPOSED ZONING MAP C

1. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

2. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

3. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

4. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

5. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

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7. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

8. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

9. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

10. THE CITY OF COLLEVILLE, MISSOURI, HAS ADOPTED THE FOLLOWING ZONING MAP C, WHICH SHALL BE EFFECTIVE ON THE DATE OF ADOPTION BY THE CITY COUNCIL.

ORDINANCE O-04-1474

AN ORDINANCE AMENDING CHAPTER 3, LAND USE OF THE LAND DEVELOPMENT CODE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING ORDINANCE O-95-987 AS IT RELATES TO THE COMMERCIAL DEVELOPMENT STANDARDS FOR LOT 1, BLOCK 11, LONGWOOD ESTATES AT ROSS DOWNS; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning change was filed by Cloudloft Investments on June 21, 2004, under Case No. Z-04-025; and

WHEREAS, the City of Colleyville has complied with the notification requirements of the Texas Local Government Code and the Colleyville Land Development Code; and

WHEREAS, the Planning and Zoning Commission has held a public hearing and made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning amendment is in the best interests of the City of Colleyville.

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

Sec. 1. THAT the Master Plan, the Land Development Code of the City of Colleyville, Texas, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Colleyville, Texas, as shown on the Zoning Map attached as Exhibit "A", and described by legal description as Lot 1, Block 11, Longwood Estates at Ross Downs, by amending Ordinance O-95-987, including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.

Sec. 2. THAT the development standards for Lot 1, Block 11, Longwood Estates at Ross Downs shall be amended to read as follows:

1. GENERAL

- a. The purpose of this PUD-C is for retail, restaurant, and office uses.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. PERMITTED AND PROHIBITED USES

- a. The following land uses shall be permitted within this Planned Unit Development.
 - (1) All uses allowed in the CC1 and CC2 zoning districts
 - (2) A Special Use Permit for alcoholic beverage sales for on-premise consumption is hereby authorized for this property in conjunction with a restaurant use. The Special Use Permit shall be applicable only to Lots 1 and 2, as shown on Exhibit "B".
- b. The following land uses shall be prohibited within this Planned Unit Development.
 - (1) Restaurants with drive-through service
 - (2) Convenience stores with or without gasoline sales
- c. The use of the buildings on Lots 1 and 2, as shown on Exhibit "B", shall be restricted to sales tax generating uses, and shall not be used for office uses for two (2) years from the date of the issuance of the first certificate of occupancy for an office use.

3. CONCEPTUAL SITE PLANS AND PLATTING

The arrangement, location, and footprint of buildings within the PUD-C may differ from that shown on the attached Exhibit "B" and will be determined at time of site plan approval.

4. LOT REQUIREMENTS AND SETBACKS

- a. The lot requirements and setbacks shall be the following minimum standards:

(1) Minimum Lot Size	None
(2) Building Line adjacent to street	40 feet
(3) Side or Rear Building Line adjacent to residentially-zoned property	25 feet
(4) Side or Rear Building Line adjacent to commercially-zoned property	10 feet
- b. The buildings shall not exceed thirty-five (35) feet in height.

5. OPEN SPACE AND LANDSCAPING

- a. The building site shall comply with the minimum landscaping requirements of the Land Development Code, which shall satisfy the open space requirements for the PUD-C area.
- b. There shall be constructed a landscape buffer along the south property line adjacent to Blocks 9 and 10, Longwood Estates at Ross Downs, that shall consist of a row of evergreen shrubs, which shall reach a height of eight feet within two years after development of the site. The landscape screen shall be constructed prior to the issuance of a certificate of occupancy on the property.

6. LIGHTING

- a. Lighting on the buildings shall be shielded and designed to direct the light downward and away from adjacent residential properties.

7. SIDEWALKS AND TRAILS

- a. The developer shall construct a 4-foot wide sidewalk adjacent to Longwood Drive, in accordance with the standards contained in the Land Development Code. The sidewalk shall be constructed prior to the issuance of a certificate of occupancy for any structure on the lot.

8. GENERAL DEVELOPMENT CRITERIA

- a. The architectural design score for all commercial buildings shall be a minimum of 35 points, as described in Chapter 6 of the Land Development Code.
- b. A fire lane connection shall be provided from the property to Coleman Court. The configuration of the connection shall be subject to approval by the Fire Marshal.
- c. All utility services internal within the development shall be buried underground.

Sec. 3. THAT any person, firm, or corporation violating any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined a sum not to exceed Two Thousand Dollars (\$2,000.00). Each and every day such violation continues shall constitute a separate offense and shall be punishable as such.

Sec. 4. THAT the Land Development Code of the City of Colleyville, Texas, shall remain in full force and effect, except where amended by this ordinance.

Sec. 5. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

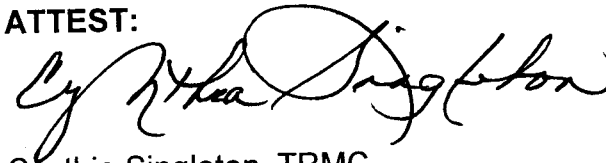
Sec. 6. THAT this ordinance shall become effective immediately upon publication.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4th day of August 2004.

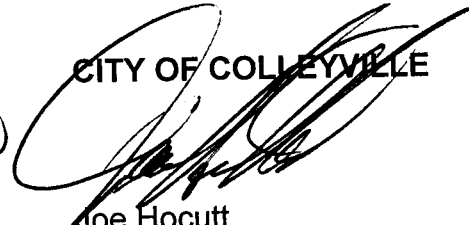
The second reading and public hearing being conducted on the 14th day of August 2004.

ATTEST:



Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE



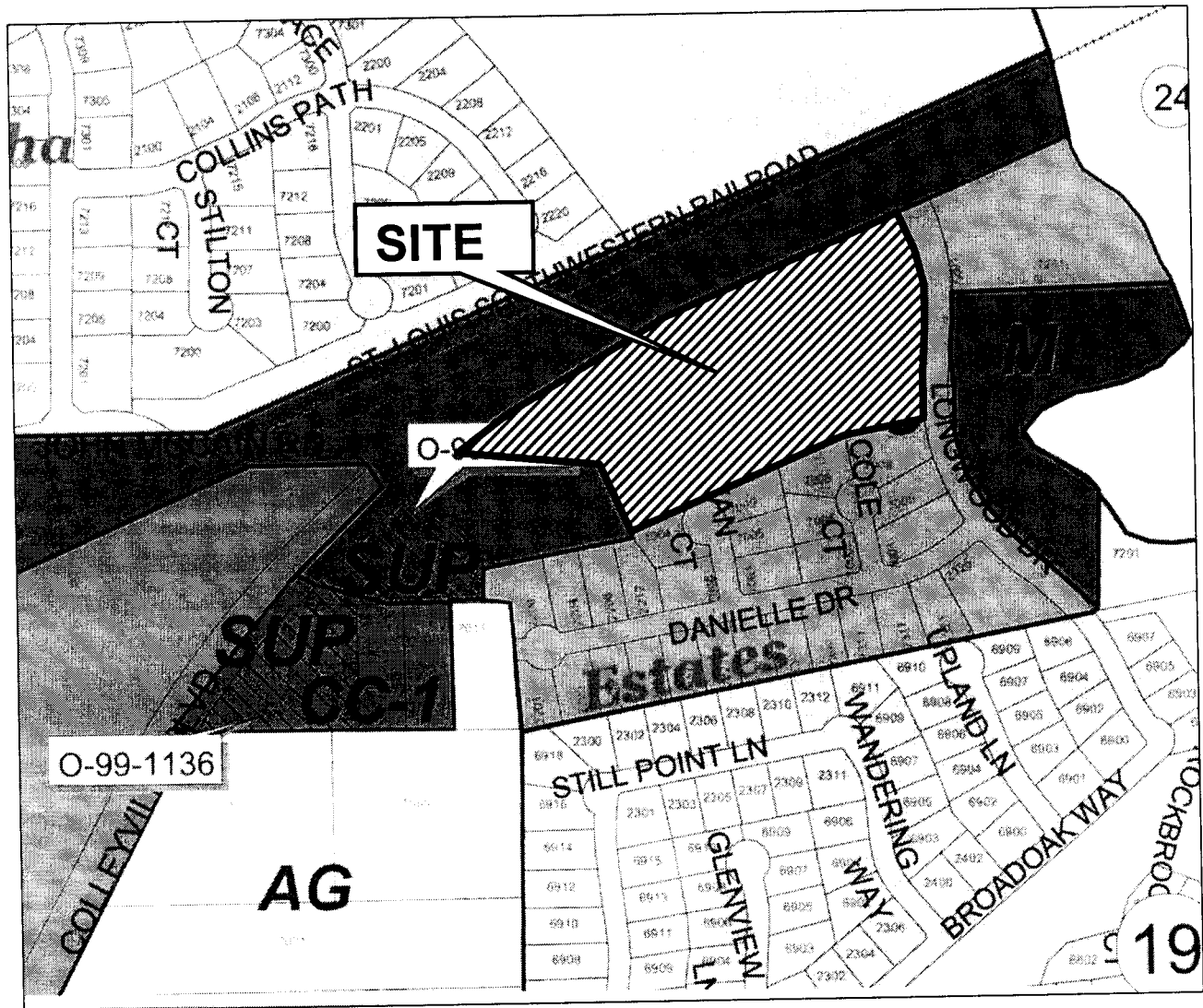
Joe Hocutt
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

EXHIBIT A – ZONING MAP



TOTAL REQUIRED OFFICE = 194,000 SQ FT
TOTAL PARKING PROPOSED

131 SPACES
188 SPACES

45,000 SQ FT

LOT 1 LOT 2 LOT 3

STATE HIGHWAY NO. 26
COLLEEVILLE BOULEVARD

PUD-C COMMERCIAL

PUD-R RESIDENTIAL

L-LIGHT MANUFACTURING DISTRICT

FIRE LANE

EXISTING MASONRY SCREEN WALL

NORTH

01 SITE PLAN
SCALE 1" = 40'

ZONING EXHIBIT FOR ZONING
CHANGE REQUEST FROM
PUD-C TO PUD-R

ZONING EXHIBIT FOR ZONING
CHANGE REQUEST FROM
PUD-C TO PUD-C

01 SITE PLAN
SCALE: 1" = 40' 0"

ORDINANCE O-09-1705

AN ORDINANCE AMENDING ORDINANCE O-04-1474 CONDITIONS; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-95-987 on April 18, 1995, to establish the zoning of 21.299 acres out of the M.W. Davenport Survey, Abstract 432; The J.N. Gibson Survey, Abstract 591, Tracts 4A3, 4A1, 4A3B and the Robert Chowning Survey, Abstract 294, Tract 1E and a portion of Tract 1; and

WHEREAS, the City Council approved Ordinance O-04-1474 on August 17, 2004, amending Ordinance O-95-987 to permit CC-1 and CC-2 zoning district uses, except for restaurants with drive-through services and all convenience stores, on Block 11, of the Longwood Estates at Ross Downs Addition; and

WHEREAS, the City of Colleyville has received a request for an amendment to Ordinance O-04-1474, under Case Z-08-016; 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 and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration 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 amending Ordinance O-04-1474.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning of approximately 7 acres of the Longwood Estates at Ross Downs Addition, depicted on the attached Exhibit "A" labeled as Location and Zoning Map.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

PERMITTED USE

Restaurants with drive-through services, allowing for a coffee shop use only, shall be permitted in the north most leasing space of the existing building on Lot 2, Block 11, of the Longwood Estates at Ross Downs Addition. Drive-through operations shall only occur along the northern wall.

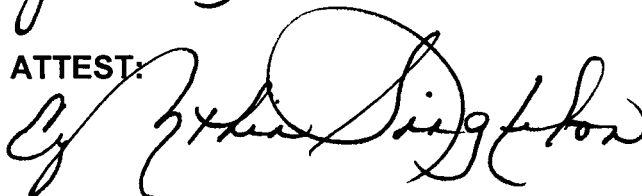
- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.
- Sec. 10. THAT Ordinance O-04-1474 shall remain in full force and effect, except where amended by this ordinance.

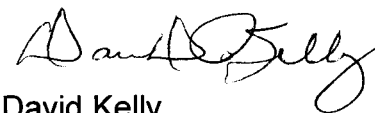
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of January 2009.

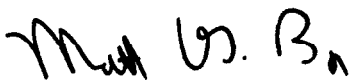
The second reading and public hearing being conducted on the 20th day of January 2009.

ATTEST:

Cynthia Singleton, TRMC, CMC
City Secretary

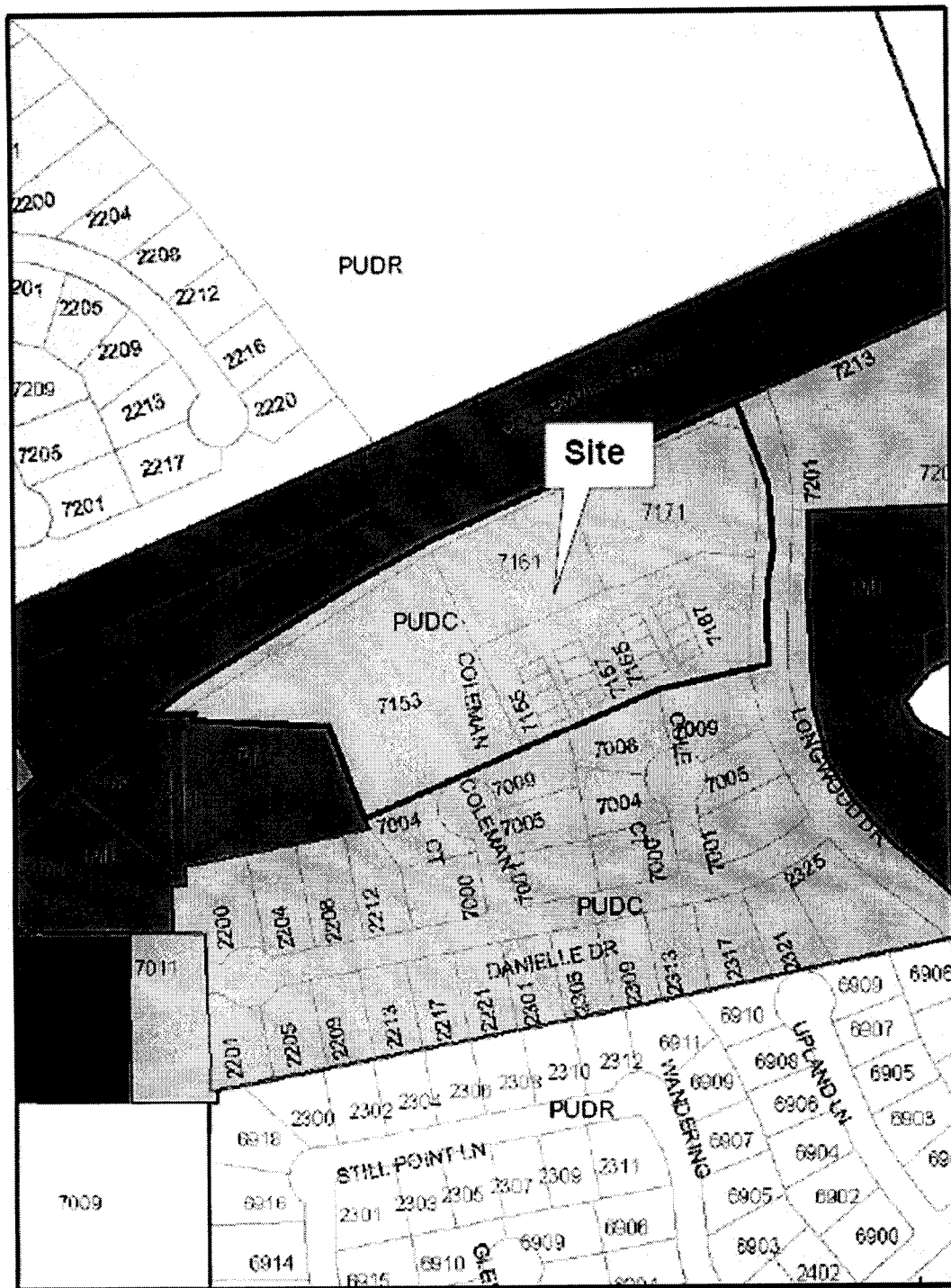
CITY OF COLLEYVILLE

David Kelly
Mayor

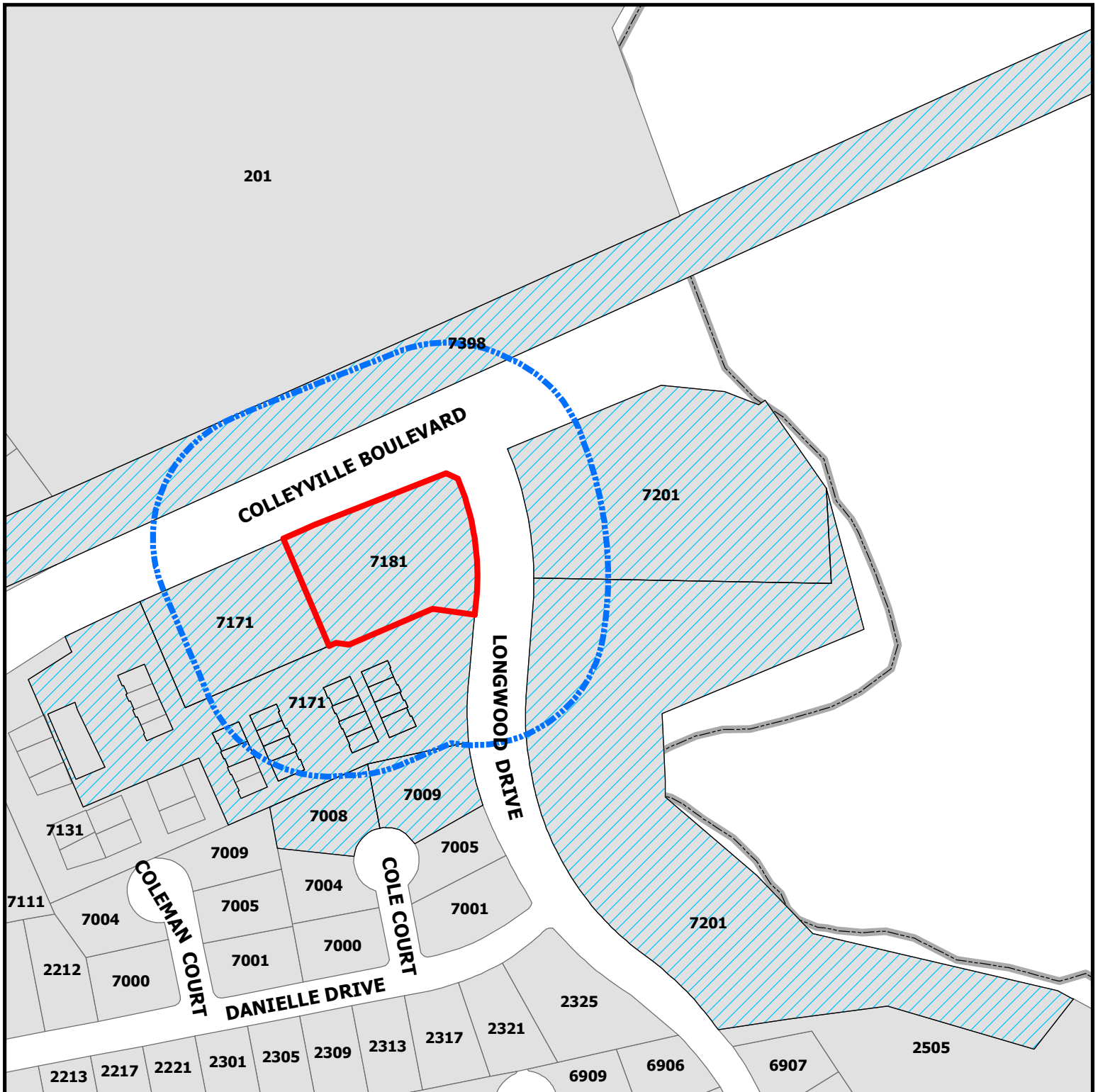
APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map



Notification Map



ZC18-009

7181 Colleyville Blvd



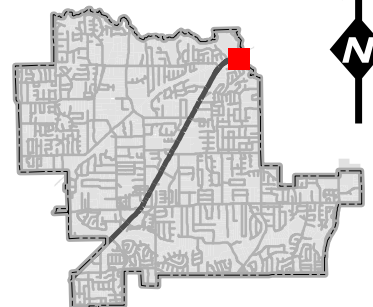
Subject Property



200ft Buffer



Properties within 200ft



DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
AGHDAM, LIDA G	6710 VINES CT	COLLEYVILLE, TX	76034	7155 COLLEYVILLE BLVD
MOON, WOO J	7009 COLE CT	COLLEYVILLE, TX	76034	7009 COLE CT
7165 COLLEYVILLE LLC	5650 KROGER DR	FORT WORTH, TX	76244	7165 COLLEYVILLE BLVD
PRO-DIEM INC	702 LAKEHURST CT	SOUTHLAKE, TX	76092	7157 COLLEYVILLE BLVD
J T DAVA PROPERTIES LLC	PO BOX 12080	DALLAS, TX	75225	7165 COLLEYVILLE BLVD
RAK PROPERTY GRUOP LLC	175 CREEKWAY BND	SOUTHLAKE, TX	76092	7157 COLLEYVILLE BLVD
LONGWOOD/26 LTD	8713 AIRPORT FWY STE 100	NORTH RICHLAND HILLS, TX	76180	7171 COLLEYVILLE BLVD
7165 COLLEYVILLE LLC	5650 KROGER DR	FORT WORTH, TX	76244	7165 COLLEYVILLE BLVD
LYNBA INC & VIKRAM JANGAM	1012 WHITTINGTON PL	SOUTHLAKE, TX	76092	7157 COLLEYVILLE BLVD
KRIKORIAN, GABRIEL Y	7008 COLE CT	COLLEYVILLE, TX	76034	7008 COLE CT
CTM CAPITAL LLC	305 S BROADWAY AVE STE 301	TYLER, TX	75702	7167 COLLEYVILLE BLVD
7157 COLLEYVILLE LLC	115 SAM BASS RIDGE RD	SOUTHLAKE, TX	76092	7157 COLLEYVILLE BLVD
SANDADI, PRAVEEN	7416 STONEY POINT DR	PLANO, TX	75025	7155 COLLEYVILLE BLVD
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX	75266	7398 COLLEYVILLE BLVD
FORD, PHYLLIS	7167 COLLEYVILLE BLVD STE 101	COLLEYVILLE, TX	76034	7167 COLLEYVILLE BLVD
PRMJRM LLC	3045 PONDER PATH	KELLER, TX	76248	7167 COLLEYVILLE BLVD
CTM CAPITAL LLC	305 S BROADWAY AVE STE 301	TYLER, TX	75702	7167 COLLEYVILLE BLVD
7165 COLLEYVILLE LLC	5650 KROGER DR	FORT WORTH, TX	76244	7165 COLLEYVILLE BLVD
LONGWOOD PLAZA PARTNERS LP	1901 N AKARD ST	DALLAS, TX	75201	7171 COLLEYVILLE BLVD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	7201 COLLEYVILLE BLVD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	7201 COLLEYVILLE BLVD
LONGWOOD DRIVE PARTNERS LP	11511 ROSSER RD	DALLAS, TX	75229	7181 COLLEYVILLE BLVD
TIMARRON-CASCADES AT TIMARRON	700 WENTWOOD DRIVE	SOUTHLAKE, TX	76092	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOOD AVE	GRAPEVINE, TX	76051	STATE REQUIRED
SARTAIN, MIKE	7113 CEDAR COURT	COLLEYVILLE, TX	76034	APPLICANT

Public hearing notices were mailed on Friday, April 27, 2018 by Araceli Botello



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC18-009
Applicant: Mike Sartain
Owner: Longwood Drive Partners
Location: 7181 Colleyville Boulevard
Property Description: Lot 3A, Block 11, of the Longwood Estates at Ross Downs
Present Zoning: PUD-R Planned Unit Development Commercial
Request: Consideration of a request to amend the PUD-C Planned Unit Development Commercial zoning district for Lot 3, Block 11, Longwood Estates at Ross Downs. The purpose is to allow for drive-through services for restaurants.

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 14, 2018 at 7:00 p.m.
City Council Meetings: Tuesday, June 5, 2018 & Tuesday, June 19, 2018 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 500 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. A brief project description can be found online on the Active Development Case map: <https://www.colleyville.com/zoning.html>. For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Felix Landry
Principal Planner
flandry@colleyville.com

ORDINANCE O-18-2044

AMENDING ORDINANCE O-04-1474 CONDITIONS; 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 Council approved Ordinance 0-95-987 on April 18, 1995, to establish the zoning of 21.299 acres out of the M.W. Davenport Survey, Abstract 432; The J.N. Gibson Survey, Abstract 591, Tracts 4A3, 4A1, 4A3B and the Robert Chowning Survey, Abstract 294, Tract 1E and a portion of Tract 1; and

WHEREAS, the City Council approved Ordinance 0-04-1474 on August 17, 2004, amending Ordinance 0-95-987 to permit CC-1 and CC-2 zoning district uses, except for restaurants with drive-through services and all convenience stores, on Block 11, of the Longwood Estates at Ross Downs Addition; and

WHEREAS, the City of Colleyville has received a request for an amendment to Ordinance 0-04-1474, under Case Z-18-009; 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 Lot 3A, Block 11, of the Longwood Estates at Ross Downs, located at 7181 Colleyville Boulevard, from the PUD-R Planned Unit Development-Residential Zoning District to the PUD-R Planned Unit Development-Residential Zoning District, as depicted in the attached Exhibit "A".
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. General

- a. The following amendments to Ordinance O-04-1474 are hereby authorized:
- i. Section 2.2.A.3 of Ordinance O-04-1474 is hereby amended to revise the permitted uses to allow restaurants with drive-through service for Lot 3, Block 11, of the Longwood Estates at Ross Downs Addition. There must be a physical separation between the drive-thru lane and the fire lane.

- ii. Ordinance O-04-1474 hereby remains valid and all provisions of Ordinance O-04-1474 shall remain in full force and effect except where amended herein.

- Sec. 4. 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. 5. 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. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 5th day of June 2018.

The second reading and public hearing being conducted on the 17th day of July 2018.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

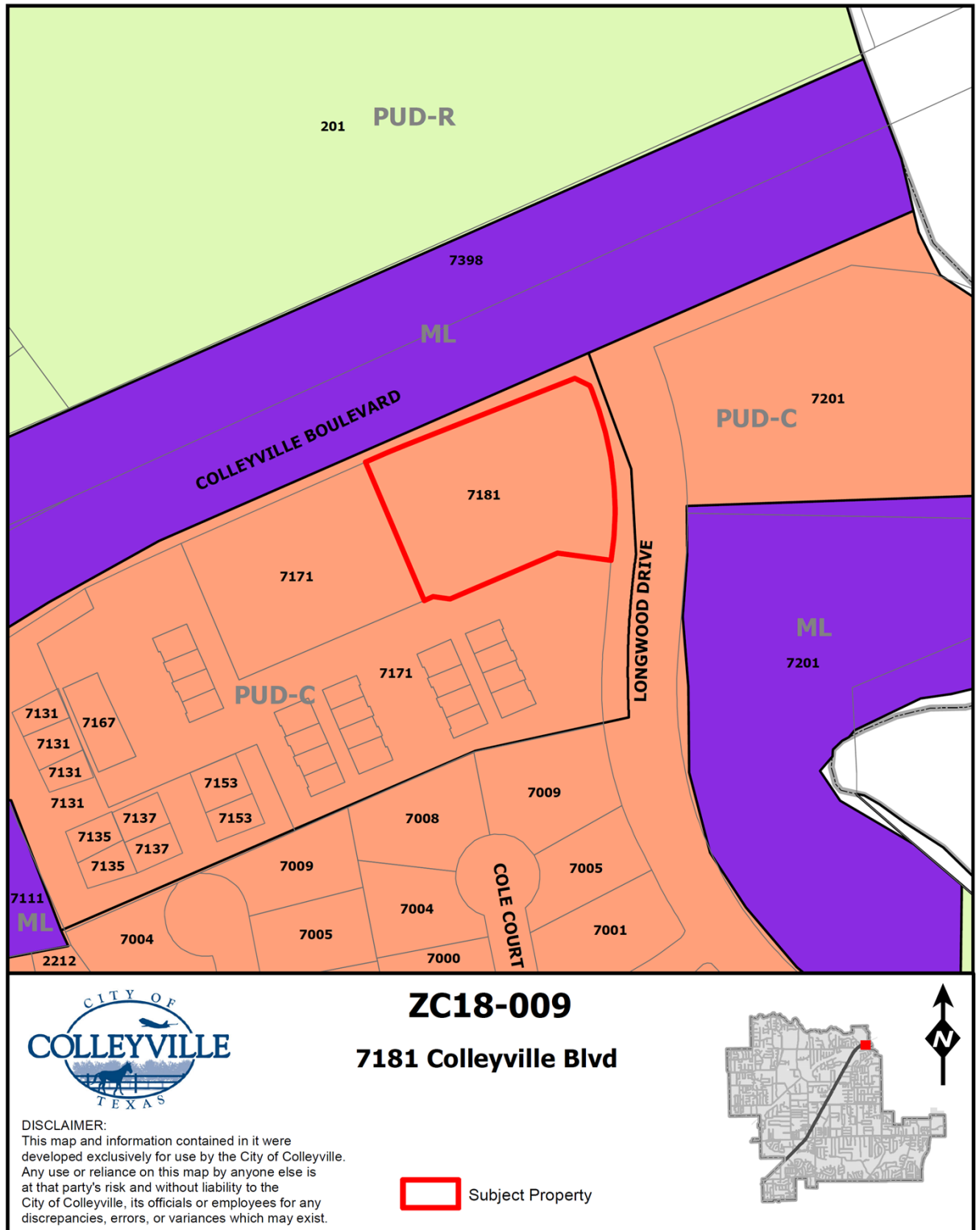
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Richard Newton
Assistant City Secretary	Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"- Zoning Map



06-26-18	06-29-18	

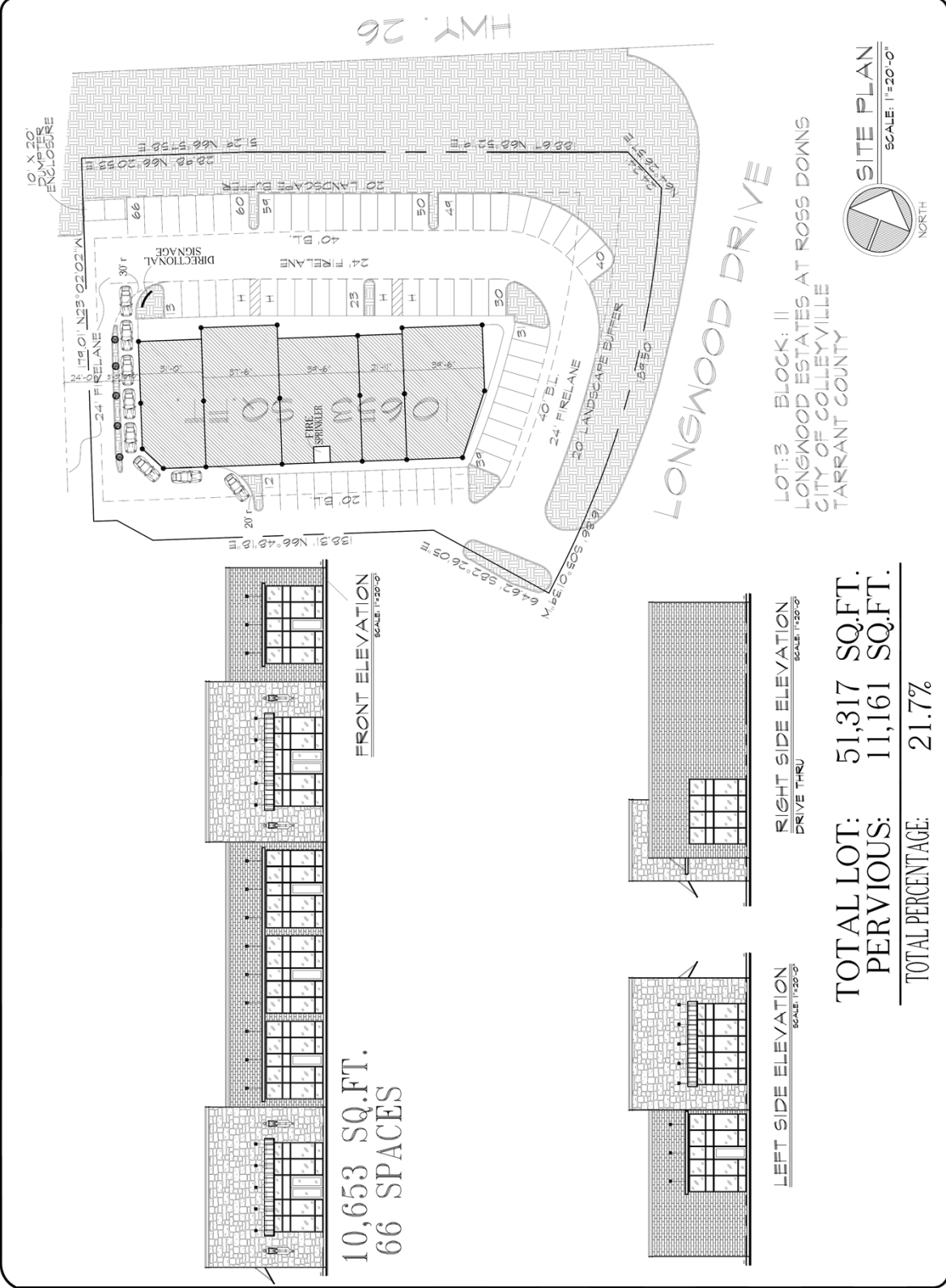


DAVID COLEY
DRAFTING & DESIGN
CELL# 817-713-6770
FAX# 817-704-0657
8116 CHAMIZAL DR. FORT WORTH, TEXAS 76137

JOB# 1626

LONGWOOD 26 LLC
STREET, SOUTHLAKE TEXAS

SHEET
SP-1
OF 1 SHEETS



TOTAL LOT:	51,317 SQ.FT.
PERVIOUS:	11,161 SQ.FT.
TOTAL PERCENTAGE:	21.7%



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9a

Agenda Date 07/17/2018

Number Resolution R-18-4286

Type Resolution

Department City Manager

Title

Approval of a first amendment to the Interlocal Agreement For Combined Municipal Court Services For The Cities Of Colleyville and Keller

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

The Interlocal Agreement For Combined Municipal Court Services For The Cities Of Colleyville and Keller is nearing the end of the current (initial) six year agreement on September 30, 2018. The agreement allows for two extensions of five years each upon mutual consent.

The Judicial Committee, which is comprised of the Mayors and two appointed City Councilmembers from both the cities of Colleyville and Keller, met on June 1, 2018 to review and discuss the interlocal agreement. The committee found the combined court arrangement to be beneficial for both cities, and recommends renewal of the interlocal agreement for an additional five year term.

Financial Impact

Costs of the combined court are shared by the cities of Colleyville and Keller based on the percentage of average number of citations issued by each city for the previous three calendar years combined. Keller also makes an annual payment for General and Administrative Costs (fixed percentages detailed in Exhibit "C") based on Colleyville's anticipated budget for court-related expenditures.

Recommendation

Approve

Attachments

1. First Amendment to the ILA for Combined Municipal Court Services
2. Interlocal Agreement for Combined Municipal Court Services for the Cities of Colleyville and Keller
3. Resolution R-18-4286

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT SERVICES FOR THE
CITIES OF COLLEYVILLE AND KELLER**

This First Amendment to the Interlocal Agreement for Combined Municipal Court Services for the Cities of Colleyville and Keller (“Amendment”), is made and entered into by and between the City of Colleyville, Texas, a Home Rule municipal corporation (“COLLEYVILLE”) and the City of Keller, Texas, a Home Rule municipal corporation (“KELLER”), each acting by and through its duly appointed and authorized city managers.

RECITALS

WHEREAS, COLLEYVILLE and KELLER entered into that certain Interlocal Agreement for Combined Municipal Court Services for the Cities of COLLEYVILLE and KELLER dated April 4, 2012 (the “Agreement”); and

WHEREAS, COLLEYVILLE and KELLER desire to continue that contractual relationship and agree to enter into a First Renewal Term in accordance with Section 2 of the Agreement, which shall begin on October 1, 2018 and run through September 30, 2023; and

WHEREAS, COLLEYVILLE and KELLER desire to enter into this Amendment, to extend the contractual obligations of both COLLEYVILLE and KELLER for combined municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, COLLEYVILLE and KELLER agree that the approval of this Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, the Agreement, as amended hereby, is approved by the governing bodies of both COLLEYVILLE and KELLER; and

WHEREAS, the Agreement, as amended hereby, is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the Amendment as follows:

1. Recitals. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. Term. Upon expiration of the Initial Term, the term of the Agreement shall be automatically extended for an additional five (5) year renewal term (the “First Renewal Term”) commencing on October 1, 2018 and ending on September 30, 2023.
3. Special Capital Cost Apportionment. Prior to incurring any Special Capital Cost, the parties shall mutually agree to the scope, budget and apportionment of the total costs to be incurred by each party. In this section “Special Capital Cost” shall be defined as the cost for any capital

expenditure that is not identified in the annual combined municipal court budget approved by both cities (Exhibit C to the Agreement). Special Capital Costs shall include all costs relating to construction, reconstruction, remodeling, renovation, expansion and equipping of the joint municipal court facility, including, but not limited to, engineering, architectural, and surveying costs, costs for demolition of existing improvements, costs for relocation and/or extension of existing utilities or construction of new utilities, costs relating to any work on adjacent property owned by COLLEYVILLE relating to providing access to, operation of, and parking for the facility, costs relating to the purchase and installation of new and/or replacement equipment in the facility or at any location on the facility property.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of an electronic copy of this Amendment executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas. Except as modified hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective the _____ day of _____, 2018.

[signature page to follow]

CITY OF COLLEYVILLE

By: _____
Mayor Richard Newton

Date signed: _____

By: _____
Jerry Ducay, City Manager

Date signed: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

By: _____
Mayor P. H. McGrail

Date signed: _____

By: _____
Mark Hafner, City Manager

Date signed: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney
3042:6.4.18:99925

**INTERLOCAL AGREEMENT
FOR COMBINED MUNICIPAL COURT SERVICES FOR THE CITIES OF
COLLEYVILLE AND KELLER**

THE STATE OF TEXAS §

COUNTY OF TARRANT §

THIS ("AGREEMENT"), is made and entered into by the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE"), and the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), and each acting by and through its duly appointed and authorized city managers:

WITNESSETH:

WHEREAS, the 82nd Legislature of the State of Texas passed House Bill 984 and the Governor signed into law on May 19, 2011 an act relating to agreements between neighboring municipalities regarding jurisdiction of cases in municipal courts; and

WHEREAS, the cities of COLLEYVILLE and KELLER recognize the joint benefits of a combined municipal court system; and,

WHEREAS, KELLER is desirous of joining COLLEYVILLE by combining municipal court services to provide a more effective and efficient delivery of this key public service; and

WHEREAS, COLLEYVILLE has the facilities available to perform the municipal court services for both cities; and

WHEREAS, COLLEYVILLE AND KELLER desire to enter into this Agreement to combine municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, COLLEYVILLE and KELLER have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

WHEREAS, COLLEYVILLE and KELLER believe that this Agreement is in the best interests of COLLEYVILLE and KELLER; and

WHEREAS, this Agreement is approved by the governing bodies of COLLEYVILLE and KELLER; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF COLLEYVILLE AND KELLER HEREBY AGREE TO THE FOLLOWING:

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of six (6) years commencing on October 1, 2012, and ending September 30, 2018, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)

Section 3. **Scope of Services to be provided by COLLEYVILLE.** COLLEYVILLE hereby agrees to provide KELLER the following equipment, services, personnel, and facilities:

- a. Commencing October 1, 2012, COLLEYVILLE will provide municipal court services at the Colleyville Justice Center. The Municipal Judge will be jointly appointed by both COLLEYVILLE and KELLER (as described in Exhibit "A") and will establish a mutually agreeable practice for municipal court proceedings and daily arraignment protocol of all prisoners. COLLEYVILLE will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
 1. enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in KELLER including the interpretation, application and enforcement of KELLER ordinances and state law;
 2. maintenance of all citations and other applicable records related to citations issued in KELLER
 3. completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
 4. informing all defendants of citations issued in KELLER of their legal options under the laws of the State of Texas
 5. providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services
 6. providing financial reports to KELLER and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by the City of Keller for compliance with GAAP
 7. Fully administer a payment kiosk to be located in KELLER to include reconciling data and contracting with a secure armored car service for financial transport. All costs associated with the kiosk shall be borne by KELLER.

8. maintaining a service level to KELLER that complies with all applicable standards for the Court function as required presently and in the future by the Commission on Accreditation for Law Enforcement Agencies, Inc.
- b. COLLEYVILLE may make a conditional offer of employment to municipal court employees currently employed by the Keller Municipal Courts Department on or before September 1, 2012, for employment with COLLEYVILLE to become effective on the merger date of October 1, 2012, contingent upon the KELLER municipal court employees passing a COLLEYVILLE pre-employment drug screen and meeting all other hiring requirements of COLLEYVILLE. COLLEYVILLE shall place the KELLER municipal court employees on the COLLEYVILLE pay roll for the position for which they are hired at the amount of their current hourly base rate at KELLER and shall grant them the immediate ability to accumulate vacation and sick leave at a rate in accordance with their current tenure with KELLER and the ability to utilize such vacation and sick leave upon hire. Upon employment by COLLEYVILLE the KELLER municipal court employees will serve the standard COLLEYVILLE probationary period for the position for which they are hired. Further, they will receive the same employment benefits provided to COLLEYVILLE employees plus one (1) week of sick leave. An annual \$2,000 regional municipal court stipend will be paid on a bi-weekly interval in addition to the COLLEYVILLE pay scale to all of the employees assigned to the COLLEYVILLE municipal courts. All of the municipal court employees will receive the regional stipend as long as this Agreement is in force.
- c. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for COLLEYVILLE and KELLER, including providing all employee policies and procedures and the administration thereof shall be provided by COLLEYVILLE.
- d. COLLEYVILLE shall provide access to KELLER any and all of KELLER'S court financial or court case related documentation.
- e. COLLEYVILLE shall prepare and administer reports as shown on Exhibit B.
- f. COLLEYVILLE will provide payment to KELLER on a weekly basis for municipal court revenues due to KELLER by electronic or wire transfer. COLLEYVILLE shall provide to KELLER any and all related financial reports relating to the collection and payment of such revenue as may be requested by KELLER and necessary for auditing functions.
- g. COLLEYVILLE will form a standing committee consisting of two (2) KELLER employees selected by the KELLER City Manager and two (2) COLLEYVILLE employees selected by the COLLEYVILLE City Manager to address operational and policy decisions that may arise from operating the combined municipal court system.
- h. COLLEYVILLE shall contract for and pay directly to the contractor all costs associated with prosecution services for COLLEYVILLE related court actions.

- i. COLLEYVILLE agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. KELLER Obligations. KELLER agrees to perform the following:

- a. Pay the sum of Two Hundred Twenty Thousand, Six Hundred and Ten Dollars (\$220,610.00) to COLLEYVILLE for municipal court services for the Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. The amount of charges to be established based on the adopted Fiscal Year 2012/13 COLLEYVILLE Municipal Court Department Operating budget to provide municipal court services. This payment represents a 45.9% cost share of all municipal court services by KELLER based on the previous three calendar years average number of citations issued (See payment schedule, Section 6.)
- b. Pay the sum of Twenty-seven Thousand and Nine Hundred Sixty-One Dollars (\$27,961.00) for General and Administrative Charges based on COLLEYVILLE'S operating budget for Fiscal Year 2012/13. (Payment percentages described in Exhibit "C" shall remain the same for the duration of this agreement.) A revised Exhibit "C" shall be automatically adopted each year using the methodology contained in the initial Exhibit "C".
- c. In order to ensure the combined municipal court system functions in a workmanlike manner, and in accordance with all applicable laws and regulations, budget an annual sum to be determined based on agreed upon needs for court security and court technology to be paid for from the court technology and court security funds held by KELLER.
- d. Pay the annual costs associated with the implementation, use, maintenance and servicing of a payment kiosk(s) to be located in KELLER as may be desired by KELLER.
- e. KELLER shall contract for and pay directly to the contractor all costs associated with prosecution services for KELLER related court actions.
- f. Pay a one-time equipment and configuration cost of approximately \$25,500 for court security and approximately \$54,000 for court technology to COLLEYVILLE to prepare the municipal court facility to accommodate the merger of services. COLLEYVILLE will provide the necessary documentation to KELLER for reimbursement. Exhibit "D" is an estimate for the costs known at this time. COLLEYVILLE will retain the title to all the equipment in the municipal court facility and is responsible to properly maintain and insure the equipment.

Section 5. Payments for Services Performed. All payments for municipal court services except for the one time configuration and equipment payment outlined in Section 4.b, hereto shall be paid by KELLER in four (4) equal installments due on the 15th day of each calendar quarter beginning October 1, 2012 in advance of the services performed by COLLEYVILLE for KELLER for each subsequent calendar quarter of COLLEYVILLE'S fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment for the operation of the municipal court shall be in accordance with COLLEYVILLE'S Fiscal Year Municipal Court Department Operating budgeted amount adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the COLLEYVILLE City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, multiplied by the cost share factor. The cost factor percentage assigned shall be calculated annually at a rate based on the total average number of citations issued by each city for the three most recent calendar years combined (example: Keller = 9,762 average number of citations issued over three years = 46.5%; Colleyville = 11,212 average number of citations issued over three years = 53.5%).

Each annual payment for the General and Administrative Charge shall be based on the fixed percentages described in Exhibit "C", adjusted annually, based on COLLEYVILLE'S respective departmental budget anticipated to be approved by the COLLEYVILLE City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.

COLLEYVILLE shall notify KELLER of the anticipated costs of the municipal court services, general and administrative charges, and technology and security requests by May 30 prior to the start of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the COLLEYVILLE City Council adopts the COLLEYVILLE annual budget, but shall not exceed the estimate by more than 5%.

In the event the KELLER City Council fails or refuses to approve the annual payment amount set forth in this section by September 30, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of COLLEYVILLE.

Section 6. Cancellation.

- a. KELLER shall have the right to terminate, based on the provisions of this Agreement, if COLLEYVILLE breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from KELLER. If the Agreement is terminated under this paragraph, COLLEYVILLE shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to KELLER.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice at least twelve (12) months prior to the subsequent Fiscal Year, October 1. All payments by KELLER to COLLEYVILLE shall continue until the cancellation date or as mutually agreed to by both parties.

Section 7. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

COLLEYVILLE
City Manager
City of Colleyville
100 Main Street
Colleyville, TX. 76034

KELLER
City Manager
City of Keller
P.O. Box 770
Keller, TX 76244

Section 8. Dispute Resolution. Immediate performance complaints or concerns should be addressed by communicating the problem to the Municipal Court Administrator. Unresolved issues regarding the performance of municipal court services shall then be brought to the standing committee as outlined under Section 3(g) of this agreement.

In order to ensure an effective relationship between the parties and to provide the best possible public services, and following consideration by the standing committee, it is mutually agreed that all remaining unresolved questions or concerns arising under this Agreement shall be handled and attempted to be resolved between the City Managers of COLLEYVILLE and KELLER.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 9. Venue. Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 9.

Section 10. Independent contractor. All parties mutually agree that COLLEYVILLE is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of COLLEYVILLE in no way are to be considered employees of KELLER. The employment rights of COLLEYVILLE personnel assigned under this agreement will not be abridged.

Section 11. Indemnification. To the extent allowed by law, COLLEYVILLE hereby agrees to indemnify and otherwise hold harmless KELLER, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to COLLEYVILLE'S performance of municipal court services under this agreement including any intentional or negligent acts or omissions of COLLEYVILLE'S officials, officers, agents or employees relating to or arising out of the performance of the municipal court.

COLLEYVILLE and KELLER each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court, and to the extent allowed by law each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the municipal court under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, COLLEYVILLE and KELLER do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, COLLEYVILLE and

KELLER do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 12. **Municipal Court Facility.** In the event that the municipal court services located at the COLLEYVILLE Justice Center is damaged due to a natural or a manmade disaster and is unusable, COLLEYVILLE will have a contingency plan to continue to provide the services under this Agreement at another facility within Northeast Tarrant County.

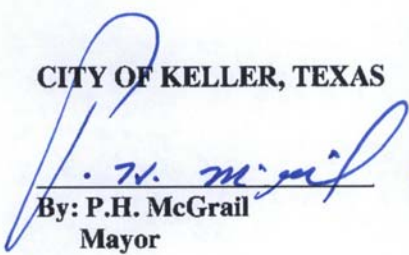
Section 13. **Annual Review.** Annually, at the time the cost for municipal court services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COLLEYVILLE and KELLER.

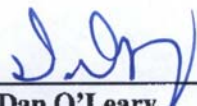
Section 14. **Additional Parties.** Additional parties may be added to this agreement with the mutual consent of the governing bodies of COLLEYVILLE and KELLER respectively.

Section 15. This Agreement has been approved by the governing bodies of COLLEYVILLE and KELLER respectively. The execution of this Agreement has been authorized by an act of the governing bodies of COLLEYVILLE and KELLER at a duly called and posted meeting. This Agreement shall become effective at 12:00 a.m. on October 1, 2012 (the "Effective Date"). Any tickets or citations issued prior to the Effective Date shall be adjudicated in the municipality in which the incident arose or the citation or ticket was issued.

IN WITNESS WHEREOF, we have hereunto set our hands this the 14th day of April, 2012, in duplicate originals.

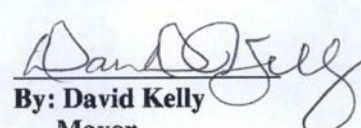
CITY OF KELLER, TEXAS

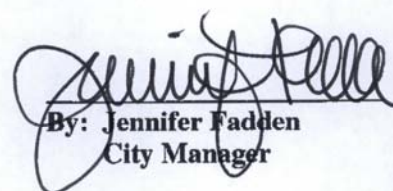

By: P.H. McGrail
Mayor


By: Dan O'Leary
City Manager

ATTEST:

CITY OF COLLEYVILLE, TEXAS


By: David Kelly
Mayor

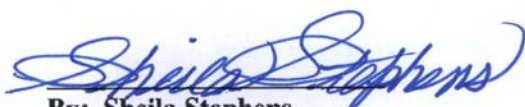

By: Jennifer Fadden
City Manager

ATTEST:

Colleyville City Council

MAR 20 2012

Approved

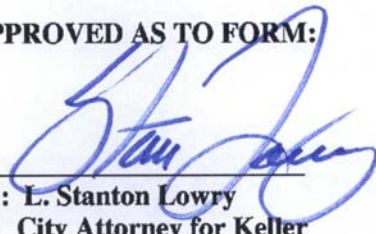


By: Sheila Stephens
City Secretary



By: Cynthia Singleton
City Secretary

APPROVED AS TO FORM:



By: L. Stanton Lowry
City Attorney for Keller



By: Matthew Boyle
City Attorney for Colleyville

KELLER do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 12. **Municipal Court Facility.** In the event that the municipal court services located at the COLLEYVILLE Justice Center is damaged due to a natural or a manmade disaster and is unusable, COLLEYVILLE will have a contingency plan to continue to provide the services under this Agreement at another facility within Northeast Tarrant County.

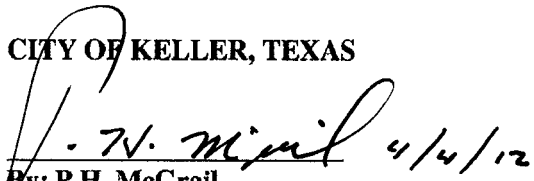
Section 13. **Annual Review.** Annually, at the time the cost for municipal court services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COLLEYVILLE and KELLER.

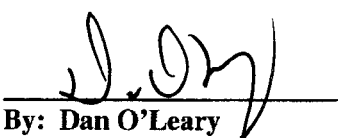
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IN WITNESS WHEREOF, we have hereunto set our hands this the 14th day of April, 2012, in duplicate originals.

CITY OF KELLER, TEXAS

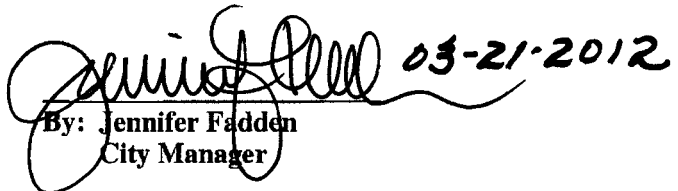

By: P.H. McGrail
Mayor


By: Dan O'Leary
City Manager

ATTEST:

CITY OF COLLEYVILLE, TEXAS


By: David Kelly
Mayor


By: Jennifer Fadden
City Manager

ATTEST:

Colleyville City Council

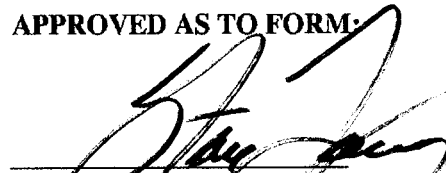
MAR 20 2012

Approved


By: Sheila Stephens
City Secretary


By: Cynthia Singleton
City Secretary

APPROVED AS TO FORM:


By: Stanton Lowry
City Attorney for Keller

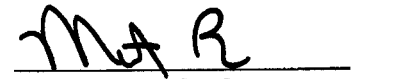

By: Matthew Boyle
City Attorney for Colleyville

Exhibit A

Colleyville and Keller recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge, and the parties will endeavor to achieve that goal. That said, Colleyville and Keller reserve the right to select and/or remove their Municipal Court Judge in accordance with their applicable Charter provisions. A municipal judge review and selection committee consisting of both Mayor's and two duly appointed City Council members from each City will formulate a process for obtaining and assessing candidates for the Municipal Court Judge position. The current Judges for Colleyville and Keller will be invited to submit their candidacy for the combined Court. Upon the conclusion of such process, the Committee shall make a recommendation to the full Colleyville and Keller City Councils for the selection of the Municipal Court Judge. If such candidate is approved by both the Colleyville and Keller City Councils, that candidate shall serve as the Municipal Court Judge for the combined Municipal Court for an initial term of two (2) years. In the event the candidate is not approved by both Colleyville and Keller, the matter shall be referred back to the standing committee for the recommendation of an alternative appointment. In the event such alternative appointment is not approved by both Colleyville and Keller, then this issue shall be sent to dispute resolution pursuant to Section 9 of the Agreement. Any renewals of term or approval of a replacement Judge will be subject to this process.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the standing committee a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. In the event either Colleyville or Keller objects to the proposed temporary replacement Judge(s), the Municipal Court Judge must propose an alternative replacement(s) until such replacement(s) is approved by both Colleyville and Keller. If for any reason, the Municipal Court Judge is unable to attend to their duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

The standing committee shall recommend an annual salary for the Municipal Judge to be considered by the respective City Councils and if approved incorporated into the employment contract of the Municipal Judge.

Exhibit B

Reporting -

The City of Colleyville will prepare the following reports and submit for the City of Keller

State of Texas Reports:

Official Municipal Court Monthly Report (monthly)

State Criminal Costs and Fees (quarterly)

Child Safety Violation – for cases pending prior to 9-28-11(annual when applicable)

DR18 – Notice of Final Conviction (weekly)

DIC15 – Notice of Conviction or Suspension/Disqualification (weekly when applicable)

DIC21 – Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary)

Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

Collection agency fee distribution list (monthly)

Metroport Teen Court: Disposition (yearly) to balance the number of cases reflected on the yearly total cases –payment submitted yearly to teen court to reflect ½ of the 20.00 fee back in the teen court fund.

Omnibase Services Fee Distribution list (quarterly) payment submitted quarterly

And all other reports requested by the City of Keller for outside service provider

Financial reports for City of Keller

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability, Teen Court revenue (weekly)

And any other reports deemed necessary by the City of Keller to facilitate financial reporting.

Other reports for City of Keller

Reports available through court and/or financial software to respond to City of Keller open records requests.

Exhibit C

FISCAL YEAR 2012/2013 COMBINED MUNICIPAL COURT BUDGETS And GENERAL AND ADMINISTRATIVE CHARGES FOR SERVICES TO THE CITY OF KELLER.

OPERATING BUDGET FOR COLLEYVILLE-KELLER MUNICIPAL COURTS SYSTEM FISCAL YEAR 2012/2013

TOTAL OPERATING BUDGET \$419,805

KELLER PORTION:

Includes six (6) full-time employee equivalents (FTEs):

- Municipal Judge (1)
- Court Administrator (1)
- Deputy Court Clerk (1)
- Senior Court Clerk (1)
- Administrative Court Clerk (2)

Annual Service Level at 45.9% cost share \$ 192,649
(October 1, 2012 – September 30, 2013)

GENERAL AND ADMINISTRATIVE CHARGES (1) \$ 27,961

Includes services of Administration, Building Maintenance
Human Resources, Information Services.

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13 \$ 220,610

(1) PERCENT (%) OF RESPECTIVE ANNUAL
OPERATING BUDGET USED:
Administration 2.0 %
Human Resources 2.5%
Information Services 2.0%

Exhibit D

Pay a one-time equipment and configuration cost of approximately \$25,578 for court security and approximately \$54,000 for court technology to COLLEYVILLE to prepare the municipal court facility to accommodate the merger of services:

COURT SECURITY:

Replace Existing Cameras and New Court Cameras

Software	\$8,220.00	
Server	\$13,000.00	
Displays	\$3,300.00	
Cameras	\$18,635.00	
Misc	\$8,000.00	\$400 X 20 Cameras
Total	\$51,155.00	Reoccurring annual software maintenance of \$960
KELLER @ 50%	\$25,578.00	

COURT TECHNOLOGY: – To be determined

Assessment underway - estimated KELLER upfront share of approximately \$54,000 (Annual software licensing and maintenance costs for years 2-4 estimated at \$25,000).

RESOLUTION R-18-4286

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT
SERVICES FOR THE CITIES OF COLLEYVILLE AND KELLER; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the cities of Colleyville and Keller entered into an Interlocal Agreement for Combined Municipal Court Services dated April 4, 2013 (the "Agreement"); and

WHEREAS, the Agreement's initial term will expire on September 30, 2018, and the cities of Colleyville and Keller desire to extend the term of the Agreement for an additional five (5) year renewal term (the "First Renewal Term") in accordance with the terms and conditions of the Agreement; and

WHEREAS, upon full review and consideration of the Agreement, the Colleyville City Council has determined it is in the best interest of the City to approve the First Amendment to the Interlocal Agreement for Combined Municipal Court Services for the Cities of Colleyville and Keller which is attached hereto and incorporated herein as Exhibit "A".

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

Sec. 1. THAT the City of Colleyville hereby approves the First Amendment to the Interlocal Agreement for Combined Municipal Court Services for the Cities of Colleyville and Keller, and authorizes the City Manager to execute all necessary documents to effectuate the same.

Sec. 2. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS
THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

EXHIBIT "A"

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT SERVICES FOR THE CITIES OF COLLEYVILLE AND KELLER

This First Amendment to the Interlocal Agreement for Combined Municipal Court Services for the Cities of Colleyville and Keller ("Amendment"), is made and entered into by and between the City of Colleyville, Texas, a Home Rule municipal corporation ("COLLEYVILLE") and the City of Keller, Texas, a Home Rule municipal corporation ("KELLER"), each acting by and through its duly appointed and authorized city managers.

RECITALS

WHEREAS, COLLEYVILLE and KELLER entered into that certain Interlocal Agreement for Combined Municipal Court Services for the Cities of COLLEYVILLE and KELLER dated April 4, 2012 (the "Agreement"); and

WHEREAS, COLLEYVILLE and KELLER desire to continue that contractual relationship and agree to enter into a First Renewal Term in accordance with Section 2 of the Agreement, which shall begin on October 1, 2018 and run through September 30, 2023; and

WHEREAS, COLLEYVILLE and KELLER desire to enter into this Amendment, to extend the contractual obligations of both COLLEYVILLE and KELLER for combined municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, COLLEYVILLE and KELLER agree that the approval of this Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, the Agreement, as amended hereby, is approved by the governing bodies of both COLLEYVILLE and KELLER; and

WHEREAS, the Agreement, as amended hereby, is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the Amendment as follows:

1. Recitals. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. Term. Upon expiration of the Initial Term, the term of the Agreement shall be automatically extended for an additional five (5) year renewal term (the "First Renewal Term") commencing on October 1, 2018 and ending on September 30, 2023.

3. Special Capital Cost Apportionment. Prior to incurring any Special Capital Cost, the parties shall mutually agree to the scope, budget and apportionment of the total costs to be incurred by each party. In this section "Special Capital Cost" shall be defined as the cost for any capital expenditure that is not identified in the annual combined municipal court budget approved by both cities (Exhibit C to the Agreement). Special Capital Costs shall include all costs relating to construction, reconstruction, remodeling, renovation, expansion and equipping of the joint municipal court facility, including, but not limited to, engineering, architectural, and surveying costs, costs for demolition of existing improvements, costs for relocation and/or extension of existing utilities or construction of new utilities, costs relating to any work on adjacent property owned by COLLEYVILLE relating to providing access to, operation of, and parking for the facility, costs relating to the purchase and installation of new and/or replacement equipment in the facility or at any location on the facility property.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of an electronic copy of this Amendment executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas. Except as modified hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective the _____ day of _____, 2018.

[signature page to follow]

CITY OF COLLEYVILLE

By: _____
Mayor Richard Newton

Date signed: _____

By: _____
Jerry Ducay, City Manager

Date signed: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

By: _____
Mayor P. H. McGrail

Date signed: _____

By: _____
Mark Hafner, City Manager

Date signed: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney
3042:6.4.18:99925

RESOLUTION R-18-4287

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 17, 2018**

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:

a. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 17TH DAY OF JULY 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor