



City of Colleyville City Council Agenda

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

Wednesday, October 2, 2019

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

- WS-1** Discussion of the City Council appointed Boards, Commissions, and Committees
- WS-2** Discussion of Land Development Code enforcement regarding accessory dwelling units
- WS-3** Update on residential permit fees
- WS-4** Discussion of the October 2, 2019, 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 case for Parcel 150

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

- Acquisition of real property along Main Street
- 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**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-19-4422****3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS****Announcements of civic and charitable events****Presentation of calendar events and updates****Announcements of awards and recognition**

Presentation to the Colleyville Police Department in recognition of achieving Texas Police Chiefs Association Recognized Law Enforcement Agency Program recertification - Chief Barton, Coppell Police Department and Colleyville Police Chief Michael Miller and Mayor Richard Newton

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4423

4a Approval of the minutes of the regular City Council meeting of September 17, 2019

4b Approval to purchase 42 body cameras and related chargers, clips, and warranties, in an amount not to exceed \$96,748, and authorizing the City Manager to execute the agreement

4c Approval of a Professional Services Agreement with Baird, Hampton & Brown, in an amount not to exceed \$78,535, for the design of the John McCain Road Hike & Bike Trail Project, and authorizing the City Manager to execute the agreement

4d Approval of a construction services agreement with Mobil Construction Corporation for the FY 2020 Miscellaneous Concrete Repair Contract, in an amount not to exceed \$475,000, and authorizing the City Manager to execute the agreement

4e Approval of a Local Transportation Project Advance Funding Agreement for the reconstruction of Cheek-Sparger Road (San Bar Lane to Oak Briar Lane), and authorizing the City Manager to execute the agreement

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-19-2099**

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premise Consumption on Lot 1, Block 1, of the Towne Square Addition, located at 5604 Colleyville Boulevard, Suite A & B, Case ZC19-011

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-19-4424**

Appointing a member to the Planning and Zoning Commission

6b Resolution R-19-4425

Approving a settlement agreement in connection with a notice of claim filed by claimant Lacey Arencibia, arising from an incident involving a motor vehicle, dated August 19, 2019

6c Resolution R-19-4426

A resolution nominating candidates to the Tarrant Appraisal District (TAD) Board of Directors

6d Resolution R-19-4427

Approval of the application for, and acceptance of, grant funding from the Office of the Governor, Emergency Management Division, Homeland Security Grant Program, and designating the City Manager or his designee as the authorized official

7. CITIZEN COMMENTS**8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR OCTOBER 2, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4428****9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, September 27, 2019, 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
Type Worksession
Department City Secretary

Agenda Date 10/2/2019

Title

Discussion of the City Council appointed Boards, Commissions, and Committees

Explanation

In anticipation of a change in the terms and process of appointing members to the City Boards, Commissions, and Committees (BCCs), the expiring BCC terms were not advertised nor were members notified and asked to reapply if they wished to be considered. There are currently nine BCCs whose terms expired in September, (seven which would require appointment as the Planning and Zoning Commission is also the Capital Improvement Advisory Committee and the Zoning Board of Adjustment is also the Sign Board of Appeals). In June, via the City website, vacancies on the Colleyville Center Advisory Committee, Historical Preservation Committee, Planning and Zoning Commission, and Zoning Board of Adjustment were advertised and applications accepted. One application has been received for the Historical Preservation Committee, nine for the Planning and Zoning Commission, one of which is from an expiring Commissioner who desires to be reappointed, and two for the Zoning Board of Adjustment. On this agenda is a resolution to appoint a member to the Planning and Zoning Commission.

There are currently 15 City Boards, Commissions, and Committees (BCCs) which are appointed in September and December, and two appointed in April, for a total of 17 BCCs. There are two advertising and appointment cycles: advertised July to August for September appointments, and advertised October to November for December appointments. The average resident membership per BCC is 7-10. With the exception of Metroport Teen Court, appointments are for two years.

SEPTEMBER

Capital Improvement Advisory Committee
Colleyville Economic Development Corporation
Colleyville Library Board
Historical Preservation Committee
Metroport Teen Court Advisory Board
Park Land Dedication Committee
Planning and Zoning Commission
Sign Board of Appeals
Zoning Board of Adjustment

DECEMBER

Architectural Review Commission
Colleyville Center Advisory Committee
Colleyville Community Garden Advisory Committee
Colleyville Tree Board
Parks and Recreation Advisory Board
Tax Increment Finance District Board

APRIL

Audit Committee
Municipal Judge Review and Selection Committee

Of the 17, there are two which are composed of the same members:

- 1) The Planning and Zoning Commission is also the Capital Improvement Advisory Committee (meets only when reviewing the development of water, wastewater, and roadway impact fees, as required by Chapter 395 of the Texas Local Government Code every five to eight years);
- 2) Zoning Board of Adjustment and Sign Board of Appeals

Of the remaining 13, there are two committees composed of members of the Parks and Recreation Advisory Board and Planning and Zoning Commission, which are submitted to City Council to approve: Colleyville Tree Board and Park Land Dedication Committee.

Finally, there are four which are primarily comprised of City Council with terms which are to expire concurrent with the City Council term:

- 1) Audit Committee – three Councilmembers; one resident;
- 2) Colleyville Economic Development Corporation - four Councilmembers; three residents;
- 3) Municipal Judge Review and Selection Committee – Mayor and two Councilmembers, no residents;
- 4) Tax Increment Finance District – five Councilmembers, four participating organization's representatives.

For years there has been less interest in the process of applying for a BCC. Staff believes this is in some part due to the advertising and appointment periods and opportunity to apply only to those specific BCCs allowed during the advertising period. July to August interferes with vacations and school, and October to November is typically busy with football season, and holiday planning and preparation. There have been times there are not enough applicants to fill available positions and/or vacancies. Staff proposes moving to a single advertising and appointment period for BCCs comprised of residents only. The four BCCs which are served primarily by City Council members, (Audit, CEDC, Municipal Judge Review and Selection Committee, and

TIF) could be advertised in April and May and appointments made in June to allow consistency of service based on their term serving as a City Councilmember.

Staff believes the necessity of some of the BCCs has passed. When Colleyville first began to provide services and amenities, such as a parks system, library, and community center, the public was instrumental in communication, buy-in, and providing true working assistance to staff. Today, the focus has shifted. With today's technology, website, email communications, and texts, citizens feel connected and aware of what is occurring in the City. There are fewer formal meetings conducted based on a lack of need to conduct those meetings. The citizen surveys, public input meetings, communication with City Council and staff, and a reduction in volunteers for Boards, Commissions, and Committee, indicates citizens feel good about the community and have opportunity to provide input, which will be considered or addressed, dependent on need. Many of the BCCs meet at the direction of City staff and the largest majority of the process, interest, and accomplishment is staff driven.

Attached is a meeting date analysis and charge report which provides the charge for the BCC and a narrative of the five year history of meetings. Following are staff suggestions for consideration, based on the BCC history:

Audit Committee – Consider removing the citizen position, returning the committee to three Council members, this Committee does not direct activity and the information presented to them (audit, investment recommendations) often is to remain confidential until brought forth to the City Council. Having a member of the public, who cannot discuss the business of the Committee publicly, seems confusing.

Architectural Review Commission – Decommission - City Council has directed and ensures (through ordinance and Land Development Code), design standards.

Colleyville Center Advisory Committee – Consider convening annually to review rate recommendations in February.

Colleyville Tree Board – Decommission - Three members of the Parks and Recreation Advisory Board compose this Board; the City has ordinances and the Land Development Code which directs planting, maintenance, and preservation of trees; assign any tree considerations to the Parks and Recreation Advisory Board.

Historical Preservation Committee – Decommission - Appoint an ad-hoc Committee for a specific project with direction and time-line.

Metroport Teen Court – Consider appointing the members to two year terms, consistent with the other BCCs and other cities.

Municipal Judge Review and Selection Committee – Would require coordination with the City of Keller and resolution to change appointment term to June.

Tax Increment Finance District – Bylaws change required if consideration is given to making appointments in June.

Park Land Dedication Committee – Decommission and move responsibility to provide input to the proposed budget for use of the Park Land Dedication funds under the Parks and Recreation Advisory Board.

If City Council decommissions the Architectural Review Commission, Colleyville Center Advisory Committee, Colleyville Tree Board, Historical Preservation Committee, and Park Land Dedication Committee, the remaining seven BCCs: Colleyville Community Garden Advisory Committee, Colleyville Center Advisory Committee, Colleyville Library Board, Metroport Teen Court Advisory Board, Planning and Zoning Commission, Parks and Recreation Advisory Board, and Zoning Board of Adjustment, could be advertised September through October and appointed in November.

The four BCCs which are comprised of City Council and residents: Audit Committee, Colleyville Economic Development Corporation, Municipal Judge Review and Selection Committee, and Tax Increment Finance District Board could then be advertised in April and May and appointed in June to coincide with City Council terms.

Attachments

1. BCC PowerPoint Presentation
2. BCC Meeting Date Analysis and Charge

Discussion of the City Boards, Commissions, and Committees

**City Council Worksession
October 2, 2019**

Objectives



1. Review the current Boards, Commissions, and Committees
2. Consideration of decommissioning and/or combining responsibilities / appointment of Ad Hoc Committees for specific purpose
3. Consideration of advertising and appointment periods
4. Receive City Council direction
5. Proceed with next steps



Current Boards, Commissions, and Committees

15 City Boards, Commissions, and Committees are appointed in September (9), and December (6), and two appointed in April (2), for a total of 17

SEPTEMBER

Capital Improvement Advisory Committee
Colleyville Economic Development Corporation
Colleyville Library Board
Historical Preservation Committee
Metroport Teen Court Advisory Board
Park Land Dedication Committee
Planning and Zoning Commission
Sign Board of Appeals
Zoning Board of Adjustment

DECEMBER

Architectural Review Commission
Colleyville Center Advisory Committee
Colleyville Community Garden Advisory Committee
Colleyville Tree Board
Parks and Recreation Advisory Board
Tax Increment Finance District Board

APRIL

Audit Committee
Municipal Judge Review and Selection Committee

Current Boards, Commissions, and Committees



Of the 17, two are composed of the **same members**:

- 1) the **Planning and Zoning Commission** is also the **Capital Improvement Advisory Committee** (meets only when reviewing the development of water, wastewater, and roadway impact fees, as required by Chapter 395 of the Texas Local Government Code every five to eight years);
- 2) **Zoning Board of Adjustment** and **Sign Board of Appeals**

SEPTEMBER

Capital Improvement Advisory Committee

Colleyville Economic Development Corporation

Colleyville Library Board

Historical Preservation Committee

Metroport Teen Court Advisory Board

Park Land Dedication Committee

Planning and Zoning Commission

Sign Board of Appeals

Zoning Board of Adjustment

DECEMBER

Architectural Review Commission

Colleyville Center Advisory Committee

Colleyville Community Garden Advisory

Colleyville Tree Board

Parks and Recreation Advisory Board

Tax Increment Finance District Board

APRIL

Audit Committee

Municipal Judge Review and Selection Committee

Current Boards, Commissions, and Committees



Of the remaining 13, two committees are composed of members of the Parks and Recreation Advisory Board and Planning and Zoning Commission which are submitted to City Council to approve:

- 1) Colleyville Tree Board**
- 2) Park Land Dedication Committee**

Four are primarily comprised of City Council with terms which are to expire concurrent with the City Council term:

- 1) Audit Committee** – three Council; one resident;
- 2) Colleyville Economic Development Corporation** – four Council; three residents;
- 3) Municipal Judge Review and Selection Committee** – Mayor and two Councilmembers;
- 4) Tax Increment Finance District** – five Council, four participating organization's representatives

SEPTEMBER

Capital Improvement Advisory Committee

Colleyville Economic Development Corporation

Colleyville Library Board

Historical Preservation Committee

Metroport Teen Court Advisory Board

Park Land Dedication Committee

Planning and Zoning Commission

Sign Board of Appeals

Zoning Board of Adjustment

DECEMBER

Architectural Review Commission

Colleyville Center Advisory Committee

Colleyville Community Garden Advisory Committee

Colleyville Tree Board

Parks and Recreation Advisory Board

Tax Increment Finance District Board

APRIL

Audit Committee

Municipal Judge Review and Selection Committee

Staff Recommendations



Move the four BCCs which are comprised of City Councilmembers and residents to a June appointment period to run concurrent with the Councilmember terms:

- **Audit Committee** – three Council; one resident – consider removing resident position
- **Colleyville Economic Development Corporation** - four Council; three residents
- **Municipal Judge Review and Selection Committee** – Mayor and two Councilmembers, would require coordination with the City of Keller and resolution to change appointment term
- **Tax Increment Finance District** – five Council, four participating organization's representatives

Architectural Review Commission – Decommission - City Council has directed and ensures (through ordinance and Land Development Code), design standards – Has met one time in seven years.

Colleyville Center Advisory Committee – Convene annually to review staff rate recommendations in February.

Colleyville Tree Board – Decommission - Three members of the Parks and Recreation Advisory Board compose this Board, the City has ordinances and the Land Development Code which direct planting, maintenance, and preservation of trees; assign any tree considerations to the Parks and Recreation Advisory Board

Staff Recommendations continued



Historical Preservation Committee – Decommission and recreate as an ad-hoc Committee for a specific project with direction and time-line

Metroport Teen Court – Appoint members to two year terms, consistent with the other BCC's and with the other cities

Park Land Dedication Committee – Decommission and move responsibility to provide input to the proposed budget for use of the Park Land Dedication funds under the Parks and Recreation Advisory Board. Resolution and bylaws change

If City Council decommissions Architectural Review Commission, Colleyville Tree Board, Historical Preservation Committee, and Park Land Dedication Committee, and changes the term and appointment period to June for Audit Committee, Colleyville Economic Development Commission, Municipal Judge and Review Committee, and Tax Increment Finance District the remaining seven BCC's could be advertised September through October and appointed in November:

Colleyville Center Advisory Committee
Colleyville Community Garden Advisory
Colleyville Library Board
Metroport Teen Court Advisory Board

Parks and Recreation Advisory Board
Planning and Zoning Commission/
Capital Improvement Advisory Committee
Zoning Board of Adjustment/
Sign Board of Appeals

Next Steps



Next steps include:

- Resolution decommissioning the Board, Commission, and Committees
- City Secretary notification to all currently serving Board, Commission, and Committee members with notification of a new appointment term and/or notification of decommission and a letter of recognition for their service
- Correction to the Board, Commission, and Committee Application
- Notification to all members currently serving whose terms actually expired in September, with an application, asking them to reapply if they wish to be considered for reappointment
- Advertisement and acceptance of Applications for Appointment October 8 through November 8, with appointments at the November 19, 2019, City Council Meeting
- Advertisement and acceptance of Applications for Appointment April through May, with appointments at the second June 2020, City Council Meeting
- Bylaw changes as required

Questions and Direction

Past Meeting Dates Analysis and Charge for Current Boards, Commissions, and Committees

Audit Committee

Meets quarterly

The Audit Committee was established in 2003 by Resolution R-03-2174, was composed of council members and whose duties would consist of being part of the audit selection committee, and to review the draft of the audit and meet with the auditors before the audit is presented to the full City Council.

This committee meets quarterly and currently is composed of three Councilmembers and one citizen at large.

Architectural Review Commission - Last met on March 27, 2019, and is the only time the Commission has met in the last 6 years.

Meets as needed

The Architectural Review Commission acts in an advisory capacity and makes recommendations to City Council regarding the evaluation of matching grant program applications for facade improvements and/or pole signage replacements; evaluates the quality and effectiveness of Colleyville's Commercial Design Standards; evaluates and makes recommendations regarding future design guidelines; and conducts other architectural and design-related studies, as requested by City Council.

Capital Improvement Advisory Committee – Last met on July 9, 2012

Meets as needed

The Capital Improvement Advisory Committee acts in an advisory capacity to City Council in the development of water, wastewater, and roadway impact fees, as required by Chapter 395 of the Texas Local Government Code. The Committee is comprised of the same members as the Planning and Zoning Commission, and at least one Real Estate representative and one member of the development community.

This committee meets only when needed to review and recommend impact fees and is largely staff driven. The Capital Improvement Advisory Committee meetings are consistent with purpose.

Colleyville Center Advisory Committee – Last met August 2019

Meets quarterly

The Colleyville Center Advisory Committee is responsible for making recommendations to City Council regarding fee structures, policies, and development of long-range plans for the Center's use and marketing. The Advisory Committee provides City Council an annual written report of Colleyville Center activities.

Information and direction is largely staff driven and accomplished.

Colleyville Community Garden Advisory Committee – Last met September 2019 -
Meets monthly, second Thursday

The Colleyville Community Garden Advisory Committee struggles for members and to meet a quorum.

Colleyville Economic Development Corporation Board – Last met on August 28, 2018
Meets annually on the fourth Tuesday in August

The Colleyville Economic Development Corporation Board was established from the August 10, 1996 vote for the additional one-half cent sales tax for the 4B economic development corporation under the State of Texas statutes. The ballot language authorized the one-half cent sales and use tax to provide for "parks and parks facilities, a library, a community center, open space improvements, and other facilities and improvements only as authorized by Section 4B of Article 5190.6, Vernon's Texas Civil Statutes, as amended." Annually, the Board develops and approves an Economic Development Capital Improvement Program (EDCIP) consisting of projects authorized by the 1996 vote. The Board consists of four Councilmembers and three citizens.

The CEDC Board meetings are consistent with state requirements. Recommend consistent appointment period.

Colleyville Library Board – Last met August 2019
Meets bi-monthly, second Monday

The Colleyville Library Board acts in an advisory capacity to City Council regarding library programming, long range planning, and development of capital improvement programs. The Board recommends policies for library services, and provides a review of the annual operating budget.

The Colleyville Center Advisory Committee meetings are consistent. This board assists staff with the business and events of the library.

Colleyville Tree Board – Last met on April 23, 2018
Meets annually or as needed

The Colleyville Tree Board serves in an advisory role to City Council and the Parks and Recreation Advisory Board in the planting, maintenance, and preservation of trees in the community. The Committee is comprised of three (3) Parks and Recreation Advisory Board members and three (3) Friends of the Colleyville Nature Center Colleyville residents/or the Colleyville Garden Club.

The Tree Board meetings are inconsistent as there is no business regularly conducted or required of the Board.

Historical Preservation Committee – Last met August 2019

Meets quarterly or as needed

The Historical Preservation Committee acts in an advisory capacity to City Council in all matters pertaining to historical preservation, including developing and recommending a plan to identify, collect, and preserve information, artifacts, and sites relevant to Colleyville's history.

The Historical Preservation Committee meetings are highly inconsistent.

Metroport Teen Court Advisory Board – Last met on June 4, 2019

Meets quarterly

The Metroport Teen Court Advisory Board advises the Teen Court staff in matters relating to alternative judicial processes. The program offers juvenile offenders the opportunity to assume responsibility for their actions by involvement in the judicial process and completion of community service. The Board consists of representatives from Colleyville, Grapevine, and Southlake. City Council appoints two members to the Board each year.

The Metroport Teen Court meetings are directed by the City of Southlake and per the joint agreement between the cities.

Municipal Judge Review and Selection Committee

Part of the interlocal agreement with the City of Keller. Committee requires the Mayor and two City Councilmembers from each city to serve the committee with terms expiring in April.

Park Land Dedication Committee – Until September 2019, the committee had last met on October 12, 2015.

Meets as needed

The Parks and Recreation Advisory Board shall act in an advisory capacity to City Council and staff on all matters pertaining to Parks and Recreation, and coordinate with other governmental agencies, civic groups, and all citizens of Colleyville, in advancement of sound Parks and Recreation planning and programming.

The Park Land Dedication Committee meetings are highly inconsistent as there is no business regularly conducted or required of the Board.

Parks and Recreation Advisory Board – Last met on April 29, 2019

Meets quarterly or as needed

The Parks and Recreation Advisory Board shall act in an advisory capacity to City Council and staff on all matters pertaining to Parks and Recreation, and coordinate with other governmental agencies, civic groups, and all citizens of Colleyville, in advancement of sound Parks and Recreation planning and programming.

The Parks and Recreation Advisory Board meetings are mostly consistent, however, information and direction is largely staff driven and accomplished.

Planning and Zoning Commission

Meets monthly, second Monday

The Planning and Zoning Commission approves plans for subdivisions and makes recommendations to the City Council on the rezoning of land and amendments to the City's development regulations.

The Planning and Zoning Commission meetings are conducted as required.

Sign Board of Appeals – Last met on June 11, 2019

Meets as needed, second Tuesday

The Sign Board of Appeals consists of the same members and officers as the Zoning Board of Adjustment. The Sign Board of Appeals has the authority to hear and decide on requests for a variance from the requirements contained in Chapter 7 - Sign Regulations of the Land Development Code, and the authority to hear and decide appeals of an administrative decision on a regulation contained in Chapter 7 - Sign Regulations of the Land Development Code.

The Sign Board of Appeals meetings are conducted as needed and required.

Tax Increment Finance District Board – Last met January 24, 2019

Meets annually in July and as needed

The purpose of the Tax Increment Finance District Board is to oversee the implementation of the TIF zone adopted infrastructure project plan to promote reinvestment within the TIF zone. The Zone includes properties along the SH26 corridor. The Board consists of five members appointed by the City Council and a member of each of the following taxing units, which levies taxes on real property in the zone: GCISD, Tarrant County, Tarrant County College District, and Tarrant County Hospital District.

Zoning Board of Adjustment – Last met on October 9, 2018

Meets as needed, second Tuesday

The Zoning Board of Adjustment has the authority to hear and decide on requests for a variance from the requirements contained in Chapter 3 - Land Use of the Land Development Code.

The ZBA meets as needed and required.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 10/2/2019

Type Worksession

Department Community Development

Title

Discussion of Land Development Code enforcement regarding accessory dwelling units

Explanation

City Attorney Whitt Wyatt will provide information to the City Council regarding enforcement of the Land Development Code regulations relative to accessory dwelling units.

Attachments

1. Accessory Dwellings Enforcement

Discussion of LDC Enforcement

Accessory Dwelling Units

City Council Worksession
October 2, 2019

Discussion Purpose



Question

What options does the City have to enforce the current Land Development Code (LDC) regulations for accessory dwellings used as short term rental properties?

Background

- The LDC presently does not define 'short term rental' as a permissible use (i.e., this use is prohibited)
- The LDC limits use of accessory dwelling units, most require SUP
- The City's enforcement is initiated by citizen complaint on a case-by-case basis
- Litigation is pending in Texas courts regarding local STR regulation (e.g., the Grapevine lawsuit)

LDC Definitions



Accessory Dwelling. A separate dwelling from the primary dwelling not rented or otherwise used as a separate domicile in a residential district for the sole use and occupancy of a member of the immediate family or persons employed on the premises by the occupant on a full-time basis as domestic help, such as a maid, chauffeur, cook, or gardener.

- Accessory dwellings are permitted but limited to immediate family/household staff
- Accessory dwellings require an SUP, except in AG and RE districts

Accessory Structure. A subordinate building that is detached from the primary on-site building and is clearly secondary and incidental to the main use.

- Accessory structures are permitted by right in all residential districts (subject to area/location regulations)
- May not have an oven/stove (the primary difference between an accessory structure and accessory dwelling unit)

Current Enforcement Options



Criminal Citation

- Code enforcement investigates via complaint and administrative warrant (where applicable)
- Citations issued by code enforcement
- Handled by the City's prosecutor
- Owner is entitled to jury trial
- No mechanism to prohibit all 'future' violations other than deterrence
- Final disposition for each citation is generally between 2-4 months
- Fine only, up to \$2000.00/offense/day
- Owner may appeal to County court

Civil Injunction (incl SUP)

- Civil lawsuit filed by the City Attorney's office
- Petition must be drafted and served on owner
- Owner has approximately one month to respond
- City may seek temporary injunction while lawsuit pending
- Discovery to determine extent of violation
- Disposed by either summary judgment or trial
Final disposition may include:
 - A fine equal to \$1000/day for each day owner 'knowingly' violated the City's code; and/or
 - Permanent injunction prohibiting future violations; and
 - Reimbursement of the City's attorney's fees
- Owner may appeal to the Court of Appeals (and subsequently to the Texas Supreme Court)
- Process is highly dependent on owner's response and may take from 6 months to > 2 years



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-3

Agenda Date 10/2/2019

Type Worksession

Department Community Development

Title

Update on residential permit fees

Explanation

Due to the passage of H.B. 852 earlier in the year, it was necessary to revise the City's permit fee schedule for residential permits. The new bill prohibited municipalities from calculating residential permit fees based on valuation of the project, which was the previous method for Colleyville and several other north Texas cities. This change applied to any residential project that requires a building permit.

The alternative approved was to assess fees based on a unit cost per square foot (\$/s.f.) for each project. The adopted fees are now calculated at a schedule of \$1.00/s.f. for new homes and additions and \$0.80/s.f. for remodels and accessory structures. These rates are in alignment with the cities of Hurst, Euless, Bedford, and North Richland Hills.

As part of the approval, the City Council asked for a future report comparing the two methods so as to evaluate whether the Council would like to make an adjustment due to this being a completely different way of calculating the fees. The analysis is attached as part of the worksession item.

Attachments

1. Residential Fee Presentation
2. Permit Fee Analysis
3. New Home Building Permit Fee Analysis - Categorized

Community Development Residential Building Fees

**COUNCIL WORKSESSION
10/2/2019**

Statement of Purpose



- The intent of building permits is to verify compliance with adopted building codes. The permit fees are to ensure that development covers a portion of this cost and pays its own way.
- H.B. 852 prohibited municipalities from calculating residential permit fees based on valuation of the project, which was the previous method for Colleyville and several other north Texas cities.
 - Hurst, Euless, Bedford, and North Richland Hills
- The current fees are now calculated at a schedule of:
 - \$1.00/s.f. for new homes and additions
 - \$0.80/s.f. for remodels and accessory structures

Residential Building Permit Fees



NEW SINGLE FAMILY (\$1.00/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
7017 Schubert	\$5,269.00	\$4,218.00	\$1,051.00	25%	\$707,995.00	5269
4612 Manning Dr	\$6,212.00	\$6,828.00	(\$616.00)	-9%	\$1,334,000.00	6212
5805 Bettinger Dr	\$5,942.00	\$4,074.00	\$1,868.00	46%	\$650,000.00	5942
605 Rembrandt	\$6,705.00	\$5,150.00	\$1,555.00	30%	\$756,995.00	6705
2001 Hall Johnson	\$3,241.00	\$2,609.00	\$632.00	24%	\$308,000.00	3241

ADDITION (\$1.00/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
6211 Burnham Cir	\$272.00	\$423.00	(\$150.00)	-35%	\$28,288.00	272
6608 Armstrong Ct	\$290.00	\$224.00	\$66.00	29%	\$12,566.00	290
5302 Huntington Ct	\$630.00	\$423.00	\$207.00	49%	\$27,298.00	630
1404 Douglas Ave	\$342.00	\$238.00	\$104.00	44%	\$14,819.00	342

ROOM ADDITION

ATTACHED PATIO COVERS

Residential Building Permit Fees



ACCESSORY BUILDING (\$0.80/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
5104 Bransford Rd	\$460.00	\$392.00	\$68.00	17%	\$24,914.00	575
621 Picasso	\$288.00	\$252.00	\$26.00	10%	\$15,599.00	360
709 Beverly	\$960.00	\$658.00	\$302.00	46%	\$51,996.00	1,200
4600 Stafford Dr	\$390.00	\$336.00	\$54.00	16%	\$21,102.00	487
4017 Treemont Cir	\$116.00	\$126.00	(\$10.00)	-8%	\$6,240.00	144

REMODEL (\$0.80/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
6505 Cutter Ridge	\$668.00	\$836.00	(\$168.00)	-20%	\$69,389.00	834
1508 Oak Knoll	\$384.00	\$541.00	(\$157.00)	-29%	\$39,936.00	480
2107 Stonehaven Dr	\$576.00	\$707.00	(\$131.00)	-19%	\$59,904.00	720
2500 Ballantrae Dr	\$496.00	\$650.00	(\$154.00)	-24%	\$51,500.00	619

Residential Building Permit Fees - Breakdown



	Current Fee	Previous Fee	Difference	% Change	Valuation	Sq. Ft.
(<\$500,000)						
55 Houses	Total = \$233,414.00	\$146,802.95	\$86,611.05		\$21,202,172.21	233,414
	Average = \$4,322.48	\$2,569.65	\$1,852.35	61.40%	\$392,632.82	4,322
(\$500,000 to \$750,000)						
39 Houses	Total = \$227,023.00	\$150,152.25	\$76,870.75		\$23,615,538.13	224,939
	Average = \$5,821.10	\$3,850.06	\$1,971.04	52.43%	\$605,526.62	5,768
(>\$750,000)						
24 Houses	Total = \$176,428.00	\$141,423.00	\$35,005.00		\$26,167,018.92	176,428
	Average = \$7,351.17	\$5,892.63	\$1,458.54	26.35%	\$1,090,292.46	7,351

Questions?

PERMIT FEE SAMPLE ANALYSIS

(Permit fees revised July 2019)

NEW SINGLE FAMILY (\$1.00/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
7017 Schubert	\$5,269.00	\$4,218.00	\$1,051.00	25%	\$707,995.00	5269
4612 Manning Dr	\$6,212.00	\$6,828.00	(\$616.00)	-9%	\$1,334,000.00	6212
5805 Bettinger Dr	\$5,942.00	\$4,074.00	\$1,868.00	46%	\$650,000.00	5942
605 Rembrandt	\$6,705.00	\$5,150.00	\$1,555.00	30%	\$756,995.00	6705
2001 Hall Johnson	\$3,241.00	\$2,609.00	\$632.00	24%	\$308,000.00	3241

ACCESSORY BUILDING (\$0.80/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
5104 Bransford Rd	\$460.00	\$392.00	\$68.00	17%	\$24,914.00	575
621 Picasso	\$288.00	\$252.00	\$26.00	10%	\$15,599.00	360
709 Beverly	\$960.00	\$658.00	\$302.00	46%	\$51,996.00	1,200
4600 Stafford Dr	\$390.00	\$336.00	\$54.00	16%	\$21,102.00	487
4017 Treemont Cir	\$116.00	\$126.00	(\$10.00)	-8%	\$6,240.00	144

REMODEL (\$0.80/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
6505 Cutter Ridge	\$668.00	\$836.00	(\$168.00)	-20%	\$69,389.00	834
1508 Oak Knoll	\$384.00	\$541.00	(\$157.00)	-29%	\$39,936.00	480
2107 Stonehaven Dr	\$576.00	\$707.00	(\$131.00)	-19%	\$59,904.00	720
2500 Ballantrae Dr	\$496.00	\$650.00	(\$154.00)	-24%	\$51,500.00	619

ADDITION (\$1.00/SF)

	Current	Previous	Diff.	% Change	Valuation	Area-s.f.
6211 Burnham Cir	\$272.00	\$423.00	(\$150.00)	-35%	\$28,288.00	272
6608 Armstrong Ct	\$290.00	\$224.00	\$66.00	29%	\$12,566.00	290
5302 Huntington Ct	\$630.00	\$423.00	\$207.00	49%	\$27,298.00	630
1404 Douglas Ave	\$342.00	\$238.00	\$104.00	44%	\$14,819.00	342

ROOM ADDITION

ATTACHED PATIO COVERS

New Single Family Residential Permits Issued In FY18/19

Address	Current Fee	Previous Fee	Difference	% Change	Valuation	Area-SF
2313 Hall Johnson	\$4,000.00	\$1,933.55	\$2,066.45	106.87%	\$182,462.00	4,000
4805 Latour	\$3,659.00	\$2,140.75	\$1,518.25	70.92%	\$219,540.00	3,659
4100 Petrus	\$4,618.00	\$1,850.55	\$2,767.45	149.55%	\$252,940.00	4,618
4216 Lombardy	\$4,618.00	\$1,850.55	\$2,767.45	149.55%	\$252,940.00	4,618
4405 Lafite	\$4,346.00	\$2,370.35	\$1,975.65	83.35%	\$260,760.00	4,346
4520 Lafite	\$2,909.00	\$1,996.15	\$912.85	45.73%	\$278,343.01	2,909
2001 Hall Johnson	\$3,241.00	\$2,609.00	\$632.00	24.22%	\$308,000.00	3,241
4728 Latour	\$5,730.00	\$2,360.15	\$3,369.85	142.78%	\$343,800.00	5,730
4205 Lombardy	\$3,986.00	\$2,427.35	\$1,558.65	64.21%	\$355,722.02	3,986
4417 Lafite	\$3,928.00	\$2,477.75	\$1,450.25	58.53%	\$364,731.34	3,928
3708 Rothschild	\$3,928.00	\$2,477.75	\$1,450.25	58.53%	\$364,731.34	3,928
4416 Lafite	\$3,932.00	\$2,477.75	\$1,454.25	58.69%	\$364,892.54	3,932
4513 Lafite	\$3,932.00	\$2,477.75	\$1,454.25	58.69%	\$364,892.54	3,932
4421 Lafite	\$3,887.00	\$2,483.35	\$1,403.65	56.52%	\$365,335.49	3,887
4809 Lafite	\$3,899.00	\$2,617.75	\$1,281.25	48.94%	\$389,866.51	3,899
4721 Lafite	\$3,899.00	\$2,617.75	\$1,281.25	48.94%	\$389,866.51	3,899
4508 Lafite	\$4,111.00	\$2,623.35	\$1,487.65	56.71%	\$390,028.90	4,111
4813 Lafite	\$3,928.00	\$2,623.35	\$1,304.65	49.73%	\$390,845.80	3,928
4817 Lafite	\$3,935.00	\$2,634.55	\$1,300.45	49.36%	\$392,466.19	3,935
4709 Lafite	\$3,961.00	\$2,651.35	\$1,309.65	49.40%	\$395,395.09	3,961
4400 Lafite Ln	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4816 Lafite	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4409 Lafite	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4705 Lafite	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
3728 Rothschild Blvd	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4501 Lafite	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4812 Lafite	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4413 Lafite	\$4,292.00	\$2,668.15	\$1,623.85	60.86%	\$398,548.13	4,292
4404 Lafite	\$4,342.00	\$2,679.35	\$1,662.65	62.05%	\$400,563.13	4,342
4424 Lafite	\$4,342.00	\$2,679.35	\$1,662.65	62.05%	\$400,563.13	4,342
4428 Lafite	\$4,342.00	\$2,679.35	\$1,662.65	62.05%	\$400,563.13	4,342
4425 Lafite	\$4,342.00	\$2,679.35	\$1,662.65	62.05%	\$400,563.13	4,342
4429 Lafite	\$4,346.00	\$2,712.95	\$1,633.05	60.19%	\$406,268.75	4,346
4308 Lafite	\$4,346.00	\$2,712.95	\$1,633.05	60.19%	\$406,268.75	4,346
4436 Lafite	\$4,365.00	\$2,724.15	\$1,640.85	60.23%	\$408,259.38	4,365
4000 Lombardy	\$4,707.00	\$2,774.55	\$1,932.45	69.65%	\$417,915.90	4,707
816 Shelton	\$4,769.00	\$3,271.95	\$1,497.05	45.75%	\$422,000.00	4,769
4112 Petrus	\$4,723.00	\$2,813.75	\$1,909.25	67.85%	\$424,556.41	4,723
3700 Bardolino	\$4,365.00	\$2,819.35	\$1,545.65	54.82%	\$425,100.73	4,365
37 Village	\$2,737.00	\$3,294.35	(\$557.35)	-16.92%	\$425,218.10	2,737
4821 Lafite	\$4,292.00	\$2,836.15	\$1,455.85	51.33%	\$428,523.04	4,292
4733 Lafite	\$4,292.00	\$2,836.15	\$1,455.85	51.33%	\$428,523.04	4,292
2608 Highland Meadows Dr	\$4,787.00	\$3,428.75	\$1,358.25	39.61%	\$450,000.00	4,787
5504 Pleasant Run	\$4,788.00	\$2,959.35	\$1,828.65	61.79%	\$450,836.40	4,788
4108 Petrus Blvd	\$4,994.00	\$2,970.55	\$2,023.45	68.12%	\$452,497.79	4,994
6100 Legacy Tr	\$5,323.00	\$2,987.35	\$2,335.65	78.18%	\$455,247.88	5,323
4201 Lombardy	\$4,987.00	\$3,004.15	\$1,982.85	66.00%	\$458,292.00	4,987
4437 Lafite	\$4,833.00	\$3,009.75	\$1,823.25	60.58%	\$459,225.84	4,833
3509 Lejoie	\$4,700.00	\$3,032.15	\$1,667.85	55.01%	\$463,878.28	4,700
4217 Lombardy	\$5,103.00	\$3,535.15	\$1,567.85	44.35%	\$468,108.27	5,103
4108 Lombardy	\$5,314.00	\$3,088.15	\$2,225.85	72.08%	\$473,564.35	5,314

39 Village		\$3,289.00	\$3,602.35	(\$313.35)	-8.70%	\$480,641.70	3,289
4005 Lombardy		\$5,359.00	\$3,419.75	\$1,939.25	56.71%	\$484,807.60	5,359
4741 Lafite		\$4,844.00	\$3,205.75	\$1,638.25	51.10%	\$494,241.16	4,844
55 Houses	Total =	\$233,414.00	\$146,802.95	\$86,611.05		\$21,202,172.21	233,414
	Average =	\$4,322.48	\$2,569.65	\$1,852.35	61.40%	\$392,632.82	4,322

Address	Current Fee	Previous Fee	Difference	% Change	Valuation	Area-SF
3604 Lejoie	\$5,221.00	\$3,252.75	\$1,968.25	60.51%	\$503,680.33	5,221
4820 Carmel	\$5,315.00	\$3,257.50	\$2,057.50	63.16%	\$504,182.27	5,315
5113 Oak Timbers Ct	\$5,438.00	\$3,803.75	\$1,634.25	42.96%	\$520,000.00	5,438
801 Legacy	\$5,367.00	\$3,818.00	\$1,549.00	40.57%	\$522,082.00	5,367
5604 Reagan	\$5,650.00	\$3,352.50	\$2,297.50	68.53%	\$525,000.00	5,650
4820 Lafite	\$5,142.00	\$3,371.50	\$1,770.50	52.51%	\$528,781.34	5,142
4104 Petrus	\$5,813.00	\$3,376.25	\$2,436.75	72.17%	\$529,085.21	5,813
3909 Lambrusco	\$5,689.00	\$3,385.75	\$2,303.25	68.03%	\$531,373.12	5,689
5508 Reagan	\$6,024.00	\$3,870.25	\$2,153.75	55.65%	\$533,269.02	6,024
41 Village	\$3,716.00	\$3,894.00	(\$178.00)	-4.57%	\$538,426.25	3,716
4824 Carmel	\$5,785.00	\$3,419.00	\$2,366.00	69.20%	\$538,628.06	5,785
4008 Campania Ct	\$5,826.00	\$3,452.25	\$2,373.75	68.76%	\$545,726.61	5,826
3509 Alsace Ave	\$5,439.00	\$3,457.00	\$1,982.00	57.33%	\$546,641.39	5,439
4708 Latour	\$6,023.00	\$3,485.50	\$2,537.50	72.80%	\$552,505.25	6,023
3708 Bardolino Rd	\$5,620.00	\$3,504.50	\$2,115.50	60.37%	\$552,620.73	5,620
4233 Lombardy	\$5,646.00	\$3,490.25	\$2,155.75	61.76%	\$553,600.42	5,646
6208 Legacy Tr	\$6,553.00	\$3,504.50	\$3,048.50	86.99%	\$556,051.20	6,553
35 Village Ln	\$3,858.00	\$3,998.50	(\$140.50)	-3.51%	\$560,136.35	3,858
3505 Alsace Ave	\$6,016.00	\$3,566.25	\$2,449.75	68.69%	\$569,630.05	6,016
4900 Behrens Ct	\$6,786.00	\$4,060.25	\$2,725.75	67.13%	\$573,324.42	6,786
3501 Lejoie	\$5,703.00	\$3,599.50	\$2,103.50	58.44%	\$576,173.03	5,703
5609 Montclair	\$6,592.00	\$3,656.00	\$2,936.00	80.31%	\$588,982.74	6,592
204 Winnie	\$6,986.00	\$3,894.00	\$3,092.00	79.40%	\$638,506.19	6,986
713 Lyndsey Way	\$7,340.00	\$3,932.00	\$3,408.00	86.67%	\$646,776.68	7,340
5805 Bettinger Dr	\$5,942.00	\$4,074.00	\$1,868.00	45.85%	\$650,000.00	5,942
5619 Winnie	\$7,056.00	\$3,960.50	\$3,095.50	78.16%	\$652,730.50	7,056
7040 Rembrandt	\$4,805.00	\$3,989.00	\$816.00	20.46%	\$658,995.00	4,805
6212 Legacy Tr	\$6,130.00	\$4,046.00	\$2,084.00	51.51%	\$670,915.00	4,046
6108 Legacy Estates	\$7,054.00	\$4,074.50	\$2,979.50	73.13%	\$676,165.22	7,054
303 Glade	\$8,525.00	\$4,554.25	\$3,970.75	87.19%	\$677,589.75	8,525
6905 Brahms	\$4,122.00	\$4,560.00	(\$438.00)	-9.61%	\$677,995.00	4,122
4808 Carmel Pl	\$6,714.00	\$4,183.75	\$2,530.25	60.48%	\$700,000.00	6,714
7017 Schubert	\$5,269.00	\$4,218.00	\$1,051.00	24.92%	\$707,995.00	5,269
6909 Mozart	\$5,833.00	\$4,696.75	\$1,136.25	24.19%	\$707,995.00	5,833
1105 Bach	\$5,099.00	\$4,221.75	\$877.25	20.78%	\$707,995.00	5,099
7009 Schubert	\$5,678.00	\$4,231.25	\$1,446.75	34.19%	\$709,995.00	5,678
620 Rembrandt	\$5,304.00	\$4,264.50	\$1,039.50	24.38%	\$716,995.00	5,304
6809 Schubert	\$4,913.00	\$4,326.25	\$586.75	13.56%	\$729,995.00	4,913
7016 Schubert	\$7,031.00	\$4,350.00	\$2,681.00	61.63%	\$734,995.00	7,031
39 Houses	Total =	\$227,023.00	\$150,152.25	\$76,870.75	\$23,615,538.13	224,939
	Average =	\$5,821.10	\$3,850.06	\$1,971.04	\$605,526.62	5,768

Address	Current Fee	Previous Fee	Difference	% Change	Valuation	Area-SF
900 Lyndsey Way	\$6,428.00	\$4,445.00	\$1,983.00	44.61%	\$754,217.00	6,428
605 Rembrandt	\$6,705.00	\$5,150.00	\$1,555.00	30.19%	\$756,995.00	6,705
608 Rembrandt	\$6,307.00	\$4,468.75	\$1,838.25	41.14%	\$759,995.00	6,307
7005 Schubert	\$6,208.00	\$4,540.00	\$1,668.00	36.74%	\$774,995.00	6,208
6112 Legacy	\$6,270.00	\$4,635.00	\$1,635.00	35.28%	\$795,000.00	6,270
4910 Behrens	\$8,413.00	\$4,644.50	\$3,768.50	81.14%	\$796,329.61	8,413

304 Oak Crest Hill		\$7,493.00	\$4,658.75	\$2,834.25	60.84%	\$800,000.00	7,493
7016 Mozart		\$7,011.00	\$4,692.00	\$2,319.00	49.42%	\$806,995.00	7,011
200 Winnie		\$6,333.00	\$5,133.75	\$1,199.25	23.36%	\$900,000.00	6,333
6504 Ponderosa Ln		\$5,691.00	\$5,186.00	\$505.00	9.74%	\$910,129.40	5,691
5916 LD Lockett		\$5,907.00	\$5,608.75	\$298.25	5.32%	\$1,000,000.00	5,907
5701 Oakleigh		\$6,933.00	\$5,608.75	\$1,324.25	23.61%	\$1,000,000.00	6,933
5622 Winnie		\$6,673.00	\$5,791.25	\$881.75	15.23%	\$1,050,000.00	6,673
6808 Pleasant Run Rd		\$6,626.00	\$5,809.50	\$816.50	14.05%	\$1,055,000.00	6,626
5810 Pool		\$5,313.00	\$6,032.15	(\$719.15)	-11.92%	\$1,115,607.00	5,313
901 Lyndsey Way		\$7,549.00	\$6,090.55	\$1,458.45	23.95%	\$1,132,000.00	7,549
208 Winnie Dr		\$6,699.00	\$6,116.10	\$582.90	9.53%	\$1,139,000.00	6,699
5705 Oakleigh Ln		\$7,274.00	\$6,167.20	\$1,106.80	17.95%	\$1,152,850.00	7,274
1701 Glade		\$6,317.00	\$6,338.75	(\$21.75)	-0.34%	\$1,200,000.00	6,317
4612 Manning Dr		\$6,212.00	\$6,828.00	(\$616.00)	-9.02%	\$1,334,000.00	6,212
4612 Manning		\$6,212.00	\$6,687.00	(\$475.00)	-7.10%	\$1,334,600.00	6,212
301 Oakleigh		\$6,300.00	\$7,032.25	(\$732.25)	-10.41%	\$1,390,000.00	6,300
2325 Oak Knoll		\$17,571.00	\$7,470.25	\$10,100.75	135.21%	\$1,509,305.91	17,571
2308 Glade Rd		\$13,983.00	\$12,288.75	\$1,694.25	13.79%	\$2,700,000.00	13,983
24 Houses	Total =	\$176,428.00	\$141,423.00	\$35,005.00		\$26,167,018.92	176,428
	Average =	\$7,351.17	\$5,892.63	\$1,458.54	26.35%	\$1,090,292.46	7,351



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 10/2/2019

Type Worksession

Department City Secretary

Title

Discussion of the October 2, 2019, 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 10/2/2019

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 case for Parcel 150

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

- Acquisition of real property along Main Street
- 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-19-4422

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF OCTOBER 2, 2019**

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 ON THIS THE 2ND DAY OF OCTOBER 2019.

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 10/2/2019

Type Announcements, Proclamations, and Presentations

Department Police

Title

Presentation to the Colleyville Police Department in recognition of achieving Texas Police Chiefs Association Recognized Law Enforcement Agency Program recertification - Chief Barton, Coppell Police Department and Colleyville Police Chief Michael Miller and Mayor Richard Newton

Attachments

RESOLUTION R-19-4423

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 2, 2019

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 September 17, 2019
 - b. Approval to purchase 42 body cameras and related chargers, clips, and warranties, in an amount not to exceed \$96,748, and authorizing the City Manager to execute the agreement
 - c. Approval of a Professional Services Agreement with Baird, Hampton & Brown, in an amount not to exceed \$78,535, for the design of the John McCain Road Hike & Bike Trail Project, and authorizing the City Manager to execute the agreement
 - d. Approval of a construction services agreement with Mobil Construction Corporation for the FY 2020 Miscellaneous Concrete Repair Contract, in an amount not to exceed \$475,000, and authorizing the City Manager to execute the agreement
 - e. Approval of a Local Transportation Project Advance Funding Agreement for the reconstruction of Cheek-Sparger Road (San Bar to Oak Briar Lane), and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 2ND DAY OF OCTOBER 2019.

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

Tuesday, September 17, 2019

City Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, September 17, 2019, at 5:30 p.m.

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

ABSENT: Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Ray Silva-Reyes, Parks and Recreation Director Lisa Escobedo, Finance Director Kyle Lester, Community Relations Specialist Erin Spicer, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of the art at McDonwell/Westcoat and McCain/Westcoat roundabouts

Assistant City Manager Adrienne Lothery presented this item and gave an overview of four possible design considerations. The City Council would like to review a design with stone and the artwork to feature a horse.

WS-2 Discussion of moving the City Park Sand Volleyball Pit

Parks and Recreation Director Lisa Escobedo presented this item noting the location of the sand volleyball pit to the tennis court allows for sand to enter the court. The relocation can be completed in house by the Public Works department and will allow an opportunity to redesign the area once the pit is relocated.

There was general discussion regarding the distance between the volleyball pits when placed side by side. The City Council directed staff to move forward with the relocation and consider adding a shaded area and table in the area south of the tennis courts and volleyball pit.

WS-3 Discussion of the September 17, 2019, City Council regular agenda items

Mayor Newton stated, with City Council approval, as there are several second reading ordinances on the agenda, he will move item 7a to follow Presentations and Announcements to allow residents to speak without waiting to the end of the meeting.

He also noted there has been a request to conduct a special meeting for the second reading of the 7a ordinance as it requires a super majority vote and two Councilmembers will not be available for the October 2 meeting. The City Council selected the date of September 23, however, there will be more discussion if need be.

Mayor Newton closed the worksession at 6:03 p.m.

Mayor Newton called the Executive Session to order at 6:03 p.m. and called the roll.

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

Councilmember Callie Rigney arrived at 6:30 p.m.

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 case for Parcel 150

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

- Acquisition of real property along Main Street
- Acquisition of real property along SH26

Section 551.074 - Personnel - Discuss or deliberate regarding school security

Section 551.071 (in conjunction with 551.076 (Security Personnel and Devices) and 551.074 (Personnel) - Consultation with attorney and discussion concerning school security

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

Mayor Newton explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, in conjunction with 551.076 Security Personnel and Devices, Section 551.072, Real Estate, Section 551.074, Personnel, 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 7:02 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:31 p.m.

INVOCATION: Pastor Jeff Strickland, Journey Church

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-19-4419

This resolution was not needed.

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

The Mayor and City Councilmembers made the following announcements:

Effective Tax Rate: For the second consecutive year, this Council will adopt an effective tax rate. When communities adopt the same tax rate year after year it is often touted as "not raising property taxes." However, the increase in property value recognized by TAD is multiplied against that same tax rate resulting in property taxes going up. Only the effective tax rate truly provides for no new tax increase. The effective tax rate adoption reduces the tax rate below the previous year in an amount equal to the increase in property values overall. Thus, the tax rate is reduced to offset the increase in property value. This flat revenue philosophy is often deemed impossible by municipalities looking to grow revenues. I am proud of this community and this council. We have worked cohesively with staff to set an example other communities now emulate. Most importantly, we are providing exceptional services to our residents while holding the line on property taxes.

Fire Department Awarded \$425,000 in Federal Staffing Grant: The Colleyville Fire Department was awarded a \$425,207.70 federal grant to increase the number of firefighters and support their work, U.S. Sen. John Cornyn announced last week. The funding comes through the Staffing for Adequate Fire

and Emergency Response (SAFER) grant program, which provides direct funding to fire departments and volunteer firefighter organizations to help increase the number of trained firefighters. The program grant funds the firefighter/paramedic salary at 75% for the first two years and 35% for year three. The city covers the remaining balance during the grant years and fully funds the personnel in year four and beyond. Assistant City Manager Mark Wood and Chief Mark Cantrell are to be commended for their tenacity in securing this grant.

Police Department CAD Grant Funding: We have been informed that the City of Keller has secured a grant in the amount of \$338,757.24 from the National Incident Based Reporting System for the proposed CAD/Records Management System enhancements for our combined dispatch center. This grant will lessen the financial burden on our communities as we purchase and implement a new system over the next 18 months. A big THANK YOU to our partner city and their exceptional leadership!

Beautification Continues at Cheek-Sparger and SH26: As we work on the final design of the landscape medians along SH26 between John McCain and Brown Trail, the Parks Department continues beautification efforts further south along the SH26 corridor. The recent addition included new landscaping on the southwest corner of Cheek-Sparger and SH26 (7-11 corner). This improvement is the second corner upgrade at this intersection -the southeast corner (99 Cent Store corner) was completed earlier this year. Additionally, staff is working with TxDOT on \$172,000 in Green Ribbon funding to improve the parkway landscape south of Brown Trail. It is exciting to see the beautification efforts continue. Thank you Lisa Escobedo and her Parks Department team.

Cheek-Sparger Funding Restored: Last week the City was notified that the grant funding allocated for Cheek-Sparger roadway improvements between Brown Trail and San Bar Lane has been restored. TxDOT has provided the City with a Local Transportation Project Advanced Funding Agreement allocating 80% of \$2.8 million project cost as a grant. This project is slated for bidding in the spring of 2020.

Prescription Drug Collection Box Installed at Justice Center: The Police Department has installed the new Prescription Drug Collection Box in the lobby of the Justice Center this week. This new service is now available to residents and they can discard their expired or unused prescription drugs in the collection box during normal business hours Monday-Friday.

Colleyville Center Open House: The Colleyville Center is hosting a community Open House on Sunday, September 29, from 2 to 6 p.m. at 5301 Riverwalk Drive, Colleyville. This is your chance to see the new renovations to the space, mingle with friends, and experience a unique musical performance while exploring local food and event vendors. Admission is free and open to the public. Enjoy the sounds of the Goldman Wollett Berestnev Trio as they present *Classical Lounge*, a

chamber music performance in three parts. The City of Colleyville has partnered with the APEX Arts League to bring this special music performance to Colleyville.

In recognition of the Featured Business of the Month - Luxury Nail Spa, 3930 Glade Rd # 116, owner Johnny Nguyen - Mayor Richard Newton and Assistant City Manager Adrienne Lothery

Mayor Richard Newton and Assistant City Manager Adrienne Lothery welcomed Johnny and Daodinh Nguyen, owners of Luxury Nail Spa, and recognized them as the featured business of the month. The Nguyens thanked the City Council and staff, noting they love the City.

At 7:49 p.m., Mayor Newton stated there are many City ordinances on the agenda tonight (adoption of the tax rate, budget approval, etc.) and he does not want residents to have to wait until the end of the meeting to comment on the items they are here for. Therefore, he is going to change the order of items on the agenda. He will move to items 6a, and 6b, which are second reading and public hearing ordinances and then 7a, a first reading and public hearing ordinance and will return to the agenda order following 7a.

At 10:34 p.m. Mayor Newton returned to Resolution R-19-4420.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4420

- 4a** Approval of the minutes of the regular City Council meeting of September 3, 2019
- 4b** Approval of the minutes of the City Council Worksession of August 27, 2019
- 4c** Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services
- 4d** Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)
- 4e** Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed \$161,360.00, and authorize the City Manager to execute the amendment

- 4f** Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed \$368,983, and authorizing the City Manager to execute the agreement
- 4g** Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed \$121,382.00, and authorize the City Manager to execute the amendment
- 4h** Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$214,784.73, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
- 4i** Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement
- 4j** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

Mayor Newton read Resolution R-19-4420 in its entirety.

Assistant City Manager Mark Wood presented items 4c and 4d; Police Chief Michael Miller presented 4i, Parks and Recreation Director Lisa Escobedo presented item 4h, and Public Works Director Ray Silva-Reyes presented items 4e, f, g, h, and j.

As each of the items on consent are routine business and/or have been previously discussed in worksession, there was limited discussion, however, the following comments were made:

Item 4e – Councilmember Dodson and Mayor Pro Tem Lindamood expressed concern with the contractor's mobilization costs. Director Silva-Reyes will review the project with the vendor for clarification.

Item 4h – Councilmember Nakamura asked staff who determines whether City staff or the contractor mows certain areas and how the determination is made. Director Escobedo said Parks and Recreation management decide and it depends

on the need for precision and safety. Mayor Pro Tem Lindamood thanked Director Escobedo for her work in meeting with the softball associations.

Mayor Newton opened the public hearing at 11:08 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:08 p.m.

Councilmember Wheat made a motion to approve Resolution R-19-4420 and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

5. ITEMS NOT FOR CITY COUNCIL ACTION

Monthly Financial Report - August 31, 2019

Finance Director Kyle Lester reviewed the fund balances in each account, noting as of August, the City was in great financial health. Director Lester stated as he assumes the Finance responsibilities, he will be bringing information to the City Council in different formats and will be reviewing trends, as well.

Mayor Newton moved to item 6a at 7:49 p.m., noting he will conduct the public hearings for 6a, 6b, and 7a, before returning to the consent agenda and remaining agenda items.

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

6a Ordinance O-19-2090

Consideration of a Special Use Permit (SUP) for an accessory dwelling and to exceed the maximum square footage allowed for accessory buildings on Lot 1, Block A, of the Divino Acres Addition, located at 7205 Jo Will Street, Case ZC18-027

Mayor Newton read the caption of Ordinance O-19-2090.

Community Development Director Ben Bryner presented this item, noting at the first reading concerns were expressed over the size of the accessory building. The previously existing structure measured 24 feet by 24 feet. A permit was approved to remodel the structure and to add storage space and a covered porch/walkway. The plans provided by the contractor showed new dimensions to be 34 feet by 28 feet for a total square footage of 952 square feet. After completion of the project, the owner began the process to allow for the inclusion of a stove and oven which

categorizes the building as an accessory dwelling. The new plans submitted by the applicant identify the total square footage at 1,150 square feet. However, staff went out to the site, measured the dimensions, and verified that the accessory building currently measures 28.5 feet by 34.2 feet, for a square footage of 975 square feet. These measurements remove the need for the portion of the SUP to exceed the 4% lot coverage for accessory buildings.

Director Bryner also noted this request is to allow the stove and oven so the space may be an accessory dwelling, which can be occupied by the applicant's family. He further stated the Land Development Code does not allow for short or long term rentals of an accessory dwelling.

Councilmember Dodson stated conditions can be added to the request, but his concern is the City does not send anyone to check rental concerns. Director Bryner stated if a complaint is received regarding perceived rental occurring, the Code Enforcement Officer is notified and responds.

Mayor Newton stated, in his opinion, accessory dwellings in R-20 are not appropriate and he is aware of and concerned about long and short term rentals. He said he and City Council are trying to be responsible to all citizens and he feels granting the SUP is the wrong thing to do because of the concern with Air bnbs.

Councilmember Nakamura expressed her care and concern for the family wanting to provide independent living for a family member.

Councilmember Rigney expressed her concern for the City's ability to enforce no long or short term rentals.

Mayor Newton opened the public hearing at 8:02 p.m.

Mark Lively, 7209 Jo Will Street, spoke in favor of this item. Mr. Lively stated he appreciates what the applicant is doing to beautify the street and he has spoken with many of the neighbors, none of whom have any concerns with approving this item. Mr. Lively noted he was the resident who asked for no Air bnb's to be allowed, but this is not what the applicant is asking for. He said Mr. Johnson is trying to provide independent living for a family member and he believes the City Council can figure out a way to deal with this without denying the structure.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:10 p.m.

Craig Johnson, 7205 Jo Will Street, the applicant, stated he is respectful of the City codes and regulations and there will be no rentals. Mr. Johnson stated he felt it unfair to restrict him now, based on what could happen in the future if he did not own the property.

Councilmember Nakamura asked Mr. Johnson how he was going to install a stove. Mr. Johnson stated the cabinets are cut out for the stove and they would have to have a gas line ran. Councilmember Nakamura asked Mr. Johnson if he would consider taking out the stove when he sells the house. Mr. Johnson replied yes.

Mayor Newton stated the decision the City makes tonight is not to deny your father-in-law, there is a much bigger picture to consider for the community. Mayor Newton stated the Council's options are:

1. Deny the request.
2. Approve with stringent conditions written into the SUP, if you sell the property, the SUP goes away, and the use is restricted to his family member only.

Mayor Pro Tem Lindamood stated the Council has reviewed the Land Development Code and he would like to meet in the middle.

Following discussion and with agreement from Mr. Johnson, the following conditions will be added to the ordinance:

- a. The SUP will expire/terminate with a change of ownership.
- b. Upon expiration of the SUP, the stove/oven and associated connections shall be removed and the opening replaced with cabinets.

Councilmember Wheat thanked Mr. Johnson for his investment in the community.

Councilmember Nakamura made a motion to approve Ordinance O-19-2090 with the following amendments being added: The SUP will expire/terminate with a change of ownership, and upon expiration of the SUP, the stove/oven and associated connections shall be removed and the opening replaced with cabinets, and Councilmember Rigney seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6b Ordinance O-19-2091

Request to appeal the decision by the Planning and Zoning Commission for the consideration of a Special Use Permit (SUP) for a carport and to exceed the maximum square footage allowed for accessory buildings on Lot 1, Block A, of the Divino Acres Addition, located at 7205 Jo Will Street, Case ZC19-007

Mayor Newton read the caption of Ordinance O-19-2091.

Community Development Director Ben Bryner presented this item, noting this item is a companion piece of the property discussed previously and approved under Ordinance O-19-2090 and will require a supermajority vote.

Director Bryner stated the proposed carport meets all standards except it is not located totally in the rear yard, there is 1.7-percent of the structure in the side yard.

Director Bryner stated the applicant has provided the City Council with a petition of support from the neighbors.

Photographs and renderings were reviewed in regard to the carport and its location and discussion of the construction of the carport.

Mayor Newton opened the public hearing at 8:38 p.m.

Mark Lively, 7209 Jo Will Street spoke in favor of the item stating the carport carries the architecture over to make the dwelling more aesthetically pleasing.

Vincent Devino, 7201 and 7113 Jo Will Street, spoke in favor of the item, stating it is a beautiful house and the carport is hardly visible.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 8:41 p.m.

Councilmember Wheat stated she is generally a stickler for regulation, however, she feels the structure and carport adds value and beauty.

Mayor Newton stated the vegetation depicted may not always be there and asked Mr. Johnson how the carport is going to be built specifically. Councilmember Dodson stated having the same question.

Director Bryner noted the columns will be a combination of brick and painted, and there would be an attached asphalt roof, matching the dwelling and house.

Mr. Johnson noted his contractor had left, but showed the diagrams. Mayor Newton stated this item requires a super majority vote and the diagrams presented by Mr. Johnson do not show the supports and approval would violate a part of the Code.

Mr. Johnson asked if the item could be tabled until he brought his contractor back in.

Councilmember Nakamura made a motion to deny Ordinance O-19-2091 and Councilmember Dodson seconded the motion.

The motion to deny carried by the following vote:

Ayes: 4 – Mayor Newton, Councilmembers Nakamura, Dodson, and Kelley.

Nays: 3 – Mayor Pro Tem Lindamood, Councilmember Wheat, and Councilmember Rigney.

This vote was also read into the record.

Mayor Newton recessed the meeting at 8:57 p.m. and reconvened the meeting at 9:09 p.m.

6c Ordinance O-19-2092

Approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp. Mid-Tex Division regarding the Company's 2019 Rate Review Mechanism Filings and adopting tariffs reflecting rate adjustments consistent with the negotiated settlement

Mayor Newton read the caption of Ordinance O-19-2092.

Assistant City Manager Adrienne Lothery presented this item, providing a history of the Atmos Cities Steering Committee and a review of the proposed settlement. Manager Lothery stated there have been no changes from the first reading.

Mayor Newton opened the public hearing at 11:18 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:18 p.m.

Councilmember Dodson made a motion to approve Ordinance O-19-2092 and Councilmember Kelley seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6d Ordinance O-19-2093

Amending Ordinance O-18-2059 relating to the Fiscal Year 2019 budget

Mayor Newton read the caption of Ordinance O-19-2093.

Assistant City Manager Mark Wood presented this item, stating that the general fund, utility fund and drainage fund will have surpluses at year end. Staff is

currently estimating the following transfers of surplus from the stated funds into the capital improvements fund:

General Fund - \$1.5 million; Utility Fund - \$500,000; and Drainage Fund - \$200,000.

Mayor Newton opened the public hearing at 11:22 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:22 p.m.

Councilmember Kelley made a motion to approve Ordinance O-19-2093 and Councilmember Wheat seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6e Ordinance O-19-2094

Adoption of the proposed Fiscal Year 2020 budget

Mayor Newton read the caption of Ordinance O-19-2094.

Assistant City Manager Mark Wood presented this item, stating the proposed budget calls for the effective tax rate for an unheard of second consecutive year. Manager Wood noted City Council has reviewed and provided direction throughout the budget process and this is the culmination of months of work by staff and City Council.

Manager Wood gave a high level overview of FY2020 and stated the big focus is on efficiency and the intent to use the most restrictive funds first. He then reviewed property values and the proposed tax rate, and proposed revenues and expenditures by fund. He also stated the proposed budget continues to adapt processes to sustain a leaner staffing model, is able to absorb health insurance cost increases with savings from eliminated positions, continues operational efficiencies to absorb operating cost increases, and better aligns capital expenditures with capital funds.

The Mayor and Council complimented City staff for doing a great job of running the City efficiently while improving service levels to its citizens and not putting the burden of cost savings on the employees. Mayor Newton said Colleyville is very blessed.

Mayor Newton opened the public hearing at 11:44 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:45 p.m.

Councilmember Rigney made a motion to approve Ordinance O-19-2094 and Councilmember Dodson seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6f Ordinance O-19-2095

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2020

Mayor Newton read the caption of Ordinance O-19-2095.

Assistant City Manager Mark Wood presented this item. The calculated FY2020 effective tax rate is \$0.306807 per \$100 valuation and the proposed tax rate is the effective tax rate of \$0.306807 per \$100 valuation. Manager Wood stated the current tax rate is \$0.3208 per \$100 of valuation. The proposed tax rate lowers the tax rate by \$0.013993, and by adopting the effective tax rate, the City Council is lowering the tax rate to offset the increasing property values determined by the Tarrant Appraisal District, in order to collect the same amount of revenue as the prior year, excluding new growth.

Mayor Newton opened the public hearing at 11:47 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:47 p.m.

Councilmember Rigney made a motion to approve Ordinance O-19-2095 and Councilmember Kelley seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

At 11:45 p.m. a unanimous vote was taken to continue beyond midnight if City Council has not concluded the business.

6g Ordinance O-19-2096

An ordinance amending Section 3 - Service Charges of the Water and Sewer Policy and Procedure Manual as contained in the Code of Ordinances, to implement updated base rates

Mayor Newton read the caption of Ordinance O-19-2096.

Assistant City Manager Mark Wood presented this item. He highlighted the history of the Water and Wastewater Rate Advisory Committee work and implementation for rate establishment and CIP funds. Manager Wood stated this item proposes to

leave the water and sewer rates paid by citizens the same, but lower the water base rate by \$.02, the wastewater rate by \$.41, and increase the CIP transfer by \$.43.

Mayor Newton opened the public hearing at 11:51 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:51 p.m.

Councilmember Dodson made a motion to approve Ordinance O-19-2096 and Councilmember Wheat seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6h Ordinance O-19-2097

Amending the City's fee schedule by amending and restating Section 2-26 of the Colleyville, Texas, Code of Ordinances, establishing fees and charges for City services

Mayor Newton read the caption of Ordinance O-19-2097.

Assistant City Manager Mark Wood presented this item.

There was general discussion regarding trash removal fees at Colleyville Center.

Mayor Newton opened the public hearing at 11:57 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:57 p.m.

Mayor Newton reconvened the meeting at 9:09 p.m. and began with item 7a.

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

7a Ordinance O-19-2098

Request to appeal the decision by the Planning & Zoning Commission for the consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 13 & 14, Block 2, of the Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC19-010

Mayor Newton read the caption of Ordinance O-19-2098.

Community Development Director Ben Bryner presented this item stating a super majority vote will be required as the Planning and Zoning Commission made a motion to approve the request with a stipulation that it be for beer and wine sales

only. The motion failed by a vote of 3-1 and a failed motion is a recommendation for denial, which requires a favorable vote of three-fourths (3/4) of all members of the City Council for approval of the request.

Director Bryner reviewed the CC-1 zoning, building plans, and proposed hours of operation.

There was general discussion regarding the number of parking spaces, installation of a brick wall, and lighting.

Mayor Newton stated in general he is a proponent for this item, however, he wants to understand the neighbor's concerns and attempt to mitigate those concerns.

Mayor Newton opened the public hearing at 9:21 p.m.

Rusty Nail, 4608 Dartmoore Lane, spoke in support of this item, stating he feels it's a great opportunity and Colleyville needs more restaurants.

Richard Novak, 5109 Oak Timbers Court, spoke in opposition to this item, stating his home backs up to the restaurant and he has concerns regarding live bands, liquor sales, lights, and noise.

Denise LaPasta, 5113 Oak Timbers Court, spoke in opposition to this item, stating she believes the opposition from those who live in the neighborhood should be counted as more significant than those in favor of the item, who do not live in the neighborhood.

Pat Carew, 5108 Oak Timbers Court, spoke in opposition to this item with concern for having a bar in the back yard, and loud music versus an acoustic guitar.

Mr. Nail spoke again, noting the restaurant proposes closing at 10:00 p.m. and would not be in violation of the noise ordinance.

Mr. Novak spoke again, noting there are other locations for this type of restaurant and asked the applicant and City Council to consider those locations which would not be met with opposition.

The following did not wish to speak but wanted to be on record in support:

Jim Oboyski, 528 Hidden Meadow Drive, Keller, Christine Glaser, 6909 Sir Spencer Court, Lee Koch, 900 Saddlebrook Drive, Mark and Kim Harrison, 1421 Douglas, Karl Meek, 6204 Rock Dove Circle, Lisa Pardo, 904 Saddlebrook Drive.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:53 p.m.

There was discussion between the City Council and staff regarding the rights within the zoning.

Paul Pardo, 904 Saddlebrook Drive, the applicant, presented a 3D video rendering of the expected interior and exterior of the restaurant and stated the food is made from scratch, they anticipate using local vendors, employ local people, and expect to create \$150,000 to \$160,000 of tax revenue in the first year.

Mayor Newton asked Mr. Pardo if there were any ways to mitigate the concerns which have been heard tonight. Mr. Pardo stated he wants to work with the neighbors and could do the following:

Plant trees and enclose a portion of the patio to mitigate noise. He stated the music which would be played would be background dinner music, they could adjust the speakers downward, and live music would be acoustical. Mr. Pardo stated they can remove the word bar from their name, so the restaurant would be known as the Stone House Restaurant. Mr. Pardo also stated he is opposed to the suggestion of BYOB, the restaurant will have certified bar tenders.

Mr. Pardo, at the request of Mayor Newton, stated his menu will be contemporary eclectic, serving scratch recipes, pasta, pizza, steak, and fish.

Councilmember Kelley asked Mr. Pardo if TABC certified bar tenders are more responsible than a BYOB server and if this is why he is opposed to BYOB. Mr. Pardon stated his establishment is nicer than that and yes, TABC certified bar tenders have a higher standard.

Councilmember Nakamura asked Mr. Pardo who will manage the restaurant. Mr. Pardo introduced Jim Hanser, who managed Del Frisco for 15 years.

Mayor Pro Tem Lindamood stated one of the reasons the Council changed to 60/40 was to entice high end restaurants to the City and he appreciates the investment the Pardo's are making in the community.

Mayor Newton declared a recess at 10:22 p.m. and reconvened at 10:29 p.m.

Mayor Newton stated this is a first reading and the second reading will require a super majority vote, however, the next scheduled meeting is October 2, 2019 and two Councilmembers will not be present. Mayor Newton stated he had been asked to call a special meeting, however, he will leave it up to the applicant.

Mr. Pardo stated he would like the special meeting. Councilmember Rigney stated she could not be present for a special meeting due to previous obligations. Mr. Pardo stated he would still like to move forward with a special meeting.

Mayor Newton asked those in attendance to be aware a special meeting will be called for Monday, September 23, 2019 at 6:00 p.m. to hear and decide this item.

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

Councilmember Nakamura stated for the record, she has not missed any City Council meetings and noted her late arrival to Executive Session was due to a work engagement and she cannot be present for the special meeting.

8. CITIZEN COMMENTS

There were no speakers.

9. REPORTS

April 29, 2019 Parks and Recreation Advisory Board Minutes
July 9, 2018 Planning and Zoning Commission Minutes
July 23, 2018 Planning and Zoning Commission Worksession Minutes
July 23, 2018 Planning and Zoning Commission Minutes
August 27, 2018 Planning and Zoning Commission Worksession Minutes

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR SEPTEMBER 17, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4421

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 11:59 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 2ND DAY OF OCTOBER 2019.

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 10/2/2019

Number Resolution R-19-4423

Type Resolution

Department Police

Title

Approval to purchase 42 body cameras and related chargers, clips, and warranties, in an amount not to exceed \$96,748, and authorizing the City Manager to execute the agreement

Strategic Plan

- 1.1 Actively involve and engage stakeholders
- 2.3 Effectively leverage information technology

Explanation

Reading and Public Hearing

During the FY2020 budget meetings, the proposed Body Camera Program was discussed with the City Manager's Office and City Council. In support of pursuing this important initiative, staff was directed to move forward to secure 42 body cameras, chargers, and clips (outfitting all officers).

The infrastructure, servers, and storage are already procured as part of the WatchGuard in-car video system completed last year. This item seeks approval to move forward with the purchase of body cameras, chargers, clips, and three year warranties on the equipment for all police officers in an amount not to exceed \$96,748.

Financial Impact

Funding is available from the Vehicle & Equipment Replacement Fund balance.

Recommendation

Approve

Attachments

- 1. Watch Guard Quote



4RE/VISTA Price Quote

CUSTOMER: Colleyville Police Department

ISSUED: 9/20/2019 2:55 PM

EXPIRATION: 11/30/2019 12:00 PM

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$96,748.00**

ATTENTION: Chuck Tinsman

SALES CONTACT: Izzy Valdovino

PHONE: 817-503-1200

DIRECT:

E-MAIL:

E-MAIL: izzy.v@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, Wi-Fi docking base, Smart PoE Switch, cables and 1 year warranty.	17.00	\$1,445.00	\$0.00	\$24,565.00
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	25.00	\$995.00	\$0.00	\$24,875.00
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	42.00	\$95.00	\$0.00	\$3,990.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	1.00	\$1,495.00	\$0.00	\$1,495.00
VIS-MNT-MOL-001	VISTA HD, Molle Vest Adapter Clip	42.00	\$20.00	\$0.00	\$840.00
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit	17.00	\$99.00	\$0.00	\$1,683.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	3 Year VISTA WiFi, No-Fault Hardware and Software Maintenance Bundle	42.00	\$650.00	\$0.00	\$27,300.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	42.00	\$150.00	\$0.00	\$6,300.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD - SHARE - Basic for VISTA	126.00	\$0.00	\$0.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	17.00	\$150.00	\$0.00	\$2,550.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00
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Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$650.00	\$0.00	\$650.00
					\$96,748.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$96,748.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c
Type Resolution
Department Engineering

Agenda Date 10/2/2019

Number Resolution R-19-4423

Title

Approval of a Professional Services Agreement with Baird, Hampton & Brown, in an amount not to exceed \$78,535, for the design of the John McCain Road Hike & Bike Trail Project, and authorizing the City Manager to execute the agreement

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

In September 2019, City Council approved the 2020-2024 Capital Improvement Program by Resolution R-19-4220, which included the design of the John McCain Road Hike & Bike Trail Project. The design and construction of the improvements are scheduled for Fiscal Year 2020.

The project consists of approximately 2,210 linear feet (LF) of 10' concrete trail and 1,215 LF of 5' concrete sidewalk to connect portions of the existing trails along John McCain Road, in order to provide a continuous safe and paved route from Stillwater Circle to Colleyville Boulevard. The proposed alignment of the hike and bike trail will be designed to minimize its impact to existing drainage patterns; however, it is anticipated that roadway and drainage culverts will need to be modified as part of this project.

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 recommends the use of Baird, Hampton & Brown for this project. If approved, Baird, Hampton & Brown will design the John McCain Road Hike & Bike Trail along with drainage modifications and prepare the engineering drawings for construction of this project.

The proposed engineering design proposal is comprised of basic services, in the amount of \$73,185 and special services in the amount of \$5,350, which are billed on an hourly/as-needed basis, for a total design cost of \$78,535. The Engineer's Opinion of Probable Construction Cost (OPCC) for this project is \$596,000.

Financial Impact

Funding for the professional services agreement for the John McCain Road Hike & Bike Trail Project is available in the Tax Increment Financing (TIF) fund.

Recommendation

Approve

Attachments

1. PSA BHB John McCain Hike & Bike
2. Resolution R-19-4420

PROFESSIONAL SERVICES AGREEMENT

John McCain Hike & Bike Trail

This Professional Services Agreement (“Agreement”) is made by and between the City of Colleyville (“City”), and Baird, Hampton & Brown (“Professional”) (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 professional services for the John McCain Hike & Bike Trail (“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 “A”, 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 payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed SEVENTY-EIGHT THOUSAND FIVE HUNDRED AND THIRTY-FIVE AND NO/100 DOLLARS (\$78,535). 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/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, computer code, software, 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 Professionals 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 Tarrant 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.

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:	Jerry Ducay, City Manager City of Colleyville 100 Main Street Colleyville, Texas 75077
With copy to:	Whitt L. Wyatt, City Attorney c/o City Secretary 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to Professional:	Konstantine Bakintas, PE Principal, Sr. Civil Engineer Baird, Hampton & Brown 3801 William D. Date, Suite 500 Grapevine, Texas 76051

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 on October 2, 2019.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Duca, City Manager

APPROVED AS TO FORM:

By: _____
Whitt L. Wyatt, City Attorney
(Staff:NF:Date:09/12/2019:GovDox.Rev7.12.2019)

EXECUTED this the ____ day of _____, 20__.

BAIRD, HAMPTON & BROWN

By: _____
Konstantine Bakintas, PE
Principal, Sr. Civil Engineer

EXHIBIT “A”
John McCain Hike & Bike Trail
SCOPE OF SERVICES

(attached)

BASIC ENGINEERING SERVICES
for
JOHN MCCAIN HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville

The City of Colleyville has identified a hike and bike trail project to connect portions of existing trails along John McCain Road in order to provide a continuous paved route. This improvement consists of approximately 2,210 LF of 10' concrete trail and 1,215 LF of 5' concrete sidewalk.

The existing roadway, John McCain Road, from Stillwater Circle to Waldon Court, currently has two segments of concrete hike and bike trail along this length, totaling approximately 1,190 LF. The proposed hike and bike trail will connect to these existing portions.

In the project vicinity, John McCain Road consists of a rural cross-section with asphaltic pavement and borrow ditches. The proposed alignment of the hike and bike trail will be designed to minimize its impact on existing drainage patterns. However, it is anticipated that existing roadway and driveway culverts will need to be modified as part of this effort.

The scope of work for BASIC Engineering Services includes the Topographic Survey, Project Plans, Specifications, Contract Documents and Estimates for the above described hike and bike trail and drainage improvements.

I. GENERAL

A. Design Meetings

1. The ENGINEER will meet with the CITY's staff during the Concept Design (30%), Preliminary (65%) and Final Plan (95%) phases of the PROJECT.
2. The ENGINEER, if requested, will assist the CITY's staff in a meeting with property owners during the Preliminary phase of the PROJECT.

B. Project Management, Administration and Coordination

1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.
2. Supervision of Subconsultants

The ENGINEER will establish a work program and schedule for each subconsultant, if any, at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination, supervision, review and incorporation of work performed by subconsultants.

C. Data Collection

1. The ENGINEER will collect, compile and evaluate existing data collected from the CITY, or other entities that supply needed existing information for the design of the PROJECT.
2. Texas 811 (DigTess / One Call) and the City of Colleyville will be notified prior to beginning the survey. Utilities identified by paint or pin flags on the ground will be included in the survey data collected.
3. A location map/schematic will be provided with the Concept Report to the affected utility companies. These plans will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.
4. The ENGINEER will solicit Record/As-Built Drawings and/or future plans for the following facilities in the PROJECT area:
 - i. Roadways
 - ii. Water Lines
 - iii. Sanitary Sewer Lines
 - iv. Storm Drain Lines
 - v. Telephone Underground and/or Overhead Lines
 - vi. Electric Underground and/or Overhead Lines
 - vii. Natural Gas Lines
5. The ENGINEER will identify potential utility conflicts and provide this information to utility companies at the Preliminary Plans phase.

II. SURVEYING

A. Establish Survey Control

Establish survey control along the project alignments as necessary. These control points will be established based on and tied to established CITY horizontal and vertical control points. The horizontal control for the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation, if available. Control points will be established using GPS and/or conventional surveying methods.

B. Surveying for Engineering Design

Perform necessary surveying operations for the complete design of the project as outlined in this Scope of Services. Surveying shall include the following:

- a. Locate Public ROW or easement and topographically survey visible surface features within the ROW of the alignment or easement. Locate property corners sufficient to determine location of ROW or easement and any platted easements that are within or crossing the project limits.

b. Topographic survey will include:

1. CONCRETE FLAT WORK
2. PAVEMENT (STREET AND DRIVEWAY)
3. LEAD WALKS and MAIL BOXES
4. UTILITY POLES & SIGN POSTS
5. WATER VALVE BOX LIDS
6. MANHOLE LIDS & FLOWLINES
7. FIRE HYDRANTS
8. TREES (4-inches and larger)
9. FENCES / WALLS / DECKS
10. ALL MARKED UTILITIES

c. Record elevation data at visible break lines and at a minimum of every 50 feet; and provide 1-ft elevation contours as may be appropriate.

C. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the limits of the PROJECT will be surveyed as noted above. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. These efforts equate to a Subsurface Utility Engineering (SUE) Quality Level *D & C*, and shall be performed in accordance with CI/ASCE 38-02.

III. CONCEPT DESIGN PLANS

A. Hike and Bike Trail

1. Proposed hike and bike trail, borrow ditch and culvert modifications, dimensions and other pertinent information will be presented over the topographic survey.
2. Existing Right-of-Way and Easements will be noted, and proposed easements (if needed) identified.

B. Quantities and Cost Estimate

1. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost estimates.
2. The ENGINEER's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.

C. Submit Concept Report for Review

1. Submit an electronic (PDF) and three (3) printed sets of the concept plans for CITY review.

IV. PLANS, SPECS & ESTIMATES

- A. Prepare Preliminary (65%) Design Plans
 - 1. Incorporate CITY review comments and directives from the Concept Report.
 - 2. Develop dimensioned hike and bike trail layouts over actual field surveys.
 - 3. Plans and profiles shall be at a scale of no less than 1"=40' and no more than 1"=20'; profiles will document all critical crossings.
 - 4. Update Quantities and Cost Estimate.
 - 5. Submit an electronic (PDF) and three (3) printed sets of plans and estimates for CITY review.
 - 6. Attend project review meeting with CITY.
- B. Prepare Final (95%) Design Plans
 - 1. Incorporate CITY review comments and directives from the Preliminary Plans submittal.
 - 2. Complete hike and bike trail Plans (as needed).
 - 3. Prepare Construction Details.
 - 4. Prepare Project Specification and Contract Documents.
 - 5. Update Quantities and OPC.
 - 6. Submit an electronic (PDF) and three (3) printed sets for CITY review.
 - 7. Attend project review meeting with CITY.
- C. Prepare Final Bid Documents
 - 1. Incorporate CITY review comments and directives from the Final (95%) Design plans.
 - 2. Provide final plans, specifications, and cost estimates.
 - 3. Submit two (2) sets of final bid documents for CITY approval and bidding.

V. CONSTRUCTION PHASE

- A. Assist the CITY in the advertisement of the PROJECT for bid. The CITY shall bear the cost of advertisement in an official publication. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT.
- B. The ENGINEER shall be responsible for dispersing all plans and specifications from its office to prospective bidders and maintaining a Bidders List.
- C. Assist the CITY in the opening and tabulation of the construction bids for the PROJECT and recommend to the CITY the proper action on all proposals received.
- D. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- E. Conduct, in company with the Contractor and the CITY, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.

- F. Prepare Record Drawings, with the assistance of the CITY's Resident PROJECT Representative, to reflect available information as to how the work was constructed. The CITY's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit one (1) printed set of Record Drawings and electronic files (in pdf and dwg formats), to the CITY.

SPECIAL (ADDITIONAL) SERVICES
for
JOHN MCCAIN HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville

The scope of work for BASIC Engineering Services involves providing the necessary Topographic Surveying for the engineering design of the hike and bike trail improvements. The scope of work for the SPECIAL Engineering Services is more generally described as follows:

I. SURVEYING

- A. Easements & Right-of-Way - Prepare legal description (Exhibit A) and exhibit (Exhibit B) for any required Water Line Easement and/or Right-of-Way.

II. LIMITED CONSTRUCTION ADMINISTRATION

- A. Represent the CITY in the non-resident administration of the PROJECT, as requested. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention.

This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on site for a particular matter. It particularly does not involve periodic, exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

Consult and advise the CITY; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders, if required.

- B. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.

III. OTHER ENGINEERING SERVICES

- A. Assist w/Neighborhood Meeting to inform affected property owners; if requested.

HOURLY AND/OR ADDITIONAL ENGINEERING SERVICES
for
JOHN MCCAIN HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville

- I.** ADDITIONAL Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- II.** ADDITIONAL Engineering Services not included in the scope of work, also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.
- III.** HOURLY and/or ADDITIONAL Engineering services in connection with the PROJECT and described above, and including services which are to be furnished on an hourly basis or by the CITY, and services not otherwise provided for in this Agreement, will be provided at the following rates:

ENGINEERING & LANDSCAPE ARCHITECTURE			LAND SURVEYING SERVICES		
Engineering & Mgmt., Principal	\$	240.00 /hr	Surveying Services, Senior RPLS	\$	150.00 /hr
Project Management	\$	170.00 /hr	Surveying Services, RPLS	\$	130.00 /hr
Engineering Services, Senior PE	\$	170.00 /hr	CAD/ Survey Services, Senior Tech.	\$	115.00 /hr
Engineering Services – PE	\$	115.00 /hr	CAD/Technical Survey Services	\$	90.00 /hr
Engineering Services – EIT	\$	95.00 /hr	Land Surveying Research	\$	90.00 /hr
Design Services, Senior Designer	\$	115.00 /hr	Field Surveying - 1 Person Crew	\$	145.00 /hr
Design Services by Designer	\$	90.00 /hr	Field Surveying - 2 Person Crew	\$	165.00 /hr
CAD/Drafting Services	\$	70.00 /hr	GIS Technical Services	\$	75.00 /hr
Landscape Architecture - LA	\$	120.00 /hr			
Clerical Services	\$	60.00 /hr			

CITY PROVIDED INFORMATION/SERVICES
for
JOHN MCCAIN HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available Record Drawings for existing streets and drainage facilities, if available.
- III.** Provide any available Record Drawings for existing water and sanitary sewer mains, if available.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from local franchise utility companies.
- V.** Provide standard details in digital format.
- VI.** Assist the ENGINEER by coordinating with the franchise utility companies and addressing potential conflicts prior to construction.
- VII.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, if/when required.
- VIII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

EXHIBIT A

PROJECT LOCATION MAP
for
JOHN MCCAIN HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville



EXHIBIT B

OPINION OF PROBABLE CONSTRUCTION COST
for
JOHN McCain HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville

OPINION OF PROBABLE COST

From a budgetary perspective, and without the benefit a survey, we've prepared an Opinion of Probable Cost; see Exhibit B. This estimate will be refined as the project moves forward to the Concept Report, Preliminary Plans and Final Plans phases.

Drainage Improvements	\$ 145,000
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Hike & Bike Trail	<u>\$ 451,000</u>
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OPINION OF PROBABLE COST TOTAL	\$ 596,000
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Note: Opinions of Probable Construction Cost do not include easement acquisition (if any).

EXHBIT C

PROJECT SCHEDULE
for
JOHN McCAIN HIKE & BIKE TRAIL IMPROVEMENTS
City of Colleyville

PROJECT SCHEDULE

A detailed Project Schedule, which includes surveying, engineering, bidding and construction, has been prepared and enclosed herewith. The schedule has been prepared with assumptions as to the responsiveness of the franchise utility companies and the timeliness of city reviews. The schedule may be summarized as follows:

Pre-Engineering & Surveying	20 Working Days		
Concept Plans	35	"	"
Preliminary Plans	35	"	"
Final Construction Plans	35	"	"
Bid, Award & Contract	90	"	"
Construction	<u>75</u>	"	"
Project Timeline	290 Days - from 09/16/2019 thru 10/23/20		

Please Note: The above schedule provides for approximately four months for franchise utility adjustments – if needed.

EXHIBIT D

COMPENSATION

for

JOHN McCain HIKE & BIKE TRAIL IMPROVEMENTS

City of Colleyville

I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive, the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's office.

A. Compensation for the Basic Services (Surveying, Engineering Report, Plans, Specs & Estimates and limited Construction Support Services) shall be a lump sum fee of Seventy-Three Thousand One Hundred Eighty-Five (\$73,185.00) Dollars.

The Design phase portion of the Basic Engineering Services shall be computed at approximately 90% of the total Basic Services Charge; and the Construction phase portion of the Basic Engineering Services shall be computed at approximately 10% of the total Basic Engineering Services Charge.

Payment for the Design phase portion of the Basic Engineering Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for any requested Assistance, with Neighborhood Meetings or Construction Support Services of the Special Services, shall be due in monthly installments and per the contract hourly billing rates schedule.

B. Compensation for Special Engineering and Surveying Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Assist w/Neighborhood Meeting	\$1,750 / Hourly
Utility Easement Exhibits	\$1,600 Each / Hourly
Limited Construction Administration	\$2,000 / Hourly

Direct Costs (Printing, Reproduction, etc.)

Prints, Copies, Travel, Etc.	At Cost Plus 10%
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C. Compensation for Special and/or Additional Engineering and Surveying Services not covered by Basic Services provided herein shall be as follows:

1. For all of ENGINEER's personnel time applied to the Additional Engineering Services and not itemized above, the following hourly rates shall be used:

ENGINEERING & LANDSCAPE ARCHITECTURE			LAND SURVEYING SERVICES		
Engineering & Mgmt., Principal	\$	240.00 /hr	Surveying Services, Senior RPLS	\$	150.00 /hr
Project Management	\$	170.00 /hr	Surveying Services, RPLS	\$	130.00 /hr
Engineering Services, Senior PE	\$	170.00 /hr	CAD/ Survey Services, Senior Tech.	\$	110.00 /hr
Engineering Services – PE	\$	115.00 /hr	CAD/Technical Survey Services	\$	90.00 /hr
Engineering Services – EIT	\$	95.00 /hr	Land Surveying Research	\$	90.00 /hr
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Design Services by Designer	\$	90.00 /hr	Field Surveying - 2 Person Crew	\$	165.00 /hr
CAD/Drafting Services	\$	70.00 /hr	GIS Technical Services	\$	75.00 /hr
Landscape Architecture - LA	\$	120.00 /hr			
Clerical Services	\$	60.00 /hr			

2. For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of 1.10.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

D. **Compensation for the Basic Engineering Services (Surveying, Concept Report, Plans, Specs & Estimates and limited Construction Support Services) PLUS an estimated amount for Special Engineering & Surveying Services (on an hourly basis and as needed) shall be a contract Not-to-Exceed Amount of Seventy-Eight Thousand Five Hundred and Thirty-Five (\$78,535.00) Dollars.**

II. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement, and shall be in proportion to the percent completion of the total work.

Invoices will be prepared in a format approved by the CITY; see format on the following page; and are due and payable within 30 days.

Proposed Invoice Format

Item / Task Description		Contract Amount	Percent Complete	Amount To Date	Previously Invoiced	Amount Due This Invoice
BASIC SERVICES (fixed fee amount)		\$ 73,185.00	0%	\$ -		\$ -
1	Surveying Services	15,250.00	0%	\$ -		\$ -
2	Concept Design Report	17,445.00	0%	\$ -		\$ -
3	Preliminary Plans & Estimates	18,510.00	0%	\$ -		\$ -
4	Final Plans, Specs & Estimates	14,300.00	0%	\$ -		\$ -
5	Limited Constr. Admin. Services	7,680.00	0%	\$ -		\$ -
SPECIAL SERVICES (Hourly)		\$ 5,350.00				
	Assist w/Neighborhood Meeting (Hourly)	\$ 1,750.00				
	Utility & Temp. Constr. Easements (Each)	\$ 1,600.00				
	Additional Constr. Admin. Support (Hourly)	\$ 2,000.00				
Total for Professional Services		\$ 78,535.00				

RESOLUTION R-19-4420

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2019

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 September 3, 2019
 - b. Approval of the minutes of the City Council Worksession of August 27, 2019
 - c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services
 - d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)
 - e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed \$161,360.00, and authorize the City Manager to execute the amendment
 - f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed \$368,983, and authorizing the City Manager to execute the agreement

- g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed \$121,382.00, and authorize the City Manager to execute the amendment
- h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
- i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement
- j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

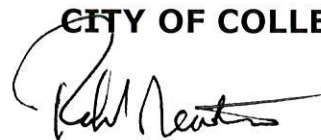
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 17TH DAY OF SEPTEMBER 2019.

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, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



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 10/2/2019

Number Resolution R-19-4423

Title

Approval of a construction services agreement with Mobil Construction Corporation for the FY 2020 Miscellaneous Concrete Repair Contract, in an amount not to exceed \$475,000, and authorizing the City Manager to execute the agreement

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

On September 17, 2019, the City Council approved Resolution R-19-4420, adopting the Capital Improvement Program (CIP) Fiscal Year 2020-2024. The CIP includes \$400,000 for Miscellaneous Concrete Rehabilitation and \$75,000 for the construction of a parking facility for the Central Fire Station. Staff is proposing to use the same contractor for both projects.

Staff has prepared a concrete rehabilitation program for Fiscal Year 2020. There are sufficient quantities of work items included in the proposed contract to perform miscellaneous and emergency repairs throughout the City. The addition of the construction of parking facility for the Central Fire Station to the same contractor will save time and expedite construction.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on July 28, August 04, 11, 18, and 25, 2019. 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 55 plan holders, of which 32 were general contractors, 8 sub-contractors, 1 engineer, 3 suppliers, 5 plan rooms, 1 manufacturer and 5 other.

The City received five sealed bids, which were opened and publicly read aloud on September 17, 2019.

Financial Impact

\$400,000 is available in the Capital Projects Funds

\$75,000 is available in the Tax Incremental Fund (TIF)

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Construction Services Agreement for Mobil Construction
3. Form 1295 Certificate
4. Approved CIP Resolution R-19-4420

BIDS				Mobil Construction		Arreguin Group Inc		Reliable Paving Inc		Cam-Crete Contracting Inc		Joe Funk 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	Removal of Concrete Sidewalk, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	1000	\$ 18.00	\$ 18,000.00	\$ 22.50	\$ 22,500.00	\$ 36.00	\$ 36,000.00	\$ 18.00	\$ 18,000.00	\$ 46.32	\$ 46,320.00
2	Removal of Concrete Sidewalk Ramps, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 18.00	\$ 4,500.00	\$ 22.50	\$ 5,625.00	\$ 45.00	\$ 11,250.00	\$ 25.00	\$ 6,250.00	\$ 48.92	\$ 12,230.00
3	Removal Structure (Inlets), including all incidentals, in accordance with City of Colleyville Standards and Specifications	EA	5	\$ 850.00	\$ 4,250.00	\$ 3,200.00	\$ 16,000.00	\$ 2,000.00	\$ 10,000.00	\$ 750.00	\$ 3,750.00	\$ 2,622.92	\$ 13,114.60
4	Replacement of Concrete Sidewalk, including all incidentals, in accordance with City of Colleyville Standards and	SY	1000	\$ 52.00	\$ 52,000.00	\$ 70.00	\$ 70,000.00	\$ 50.00	\$ 50,000.00	\$ 70.00	\$ 70,000.00	\$ 87.92	\$ 87,920.00
5	Install Concrete Sidewalk, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 126.00	\$ 31,500.00	\$ 74.00	\$ 18,500.00	\$ 60.00	\$ 15,000.00	\$ 70.00	\$ 17,500.00	\$ 107.42	\$ 26,855.00
6	Removal and Replacement of Concrete Sidewalk (Exposed Aggregate), including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 114.00	\$ 28,500.00	\$ 88.00	\$ 22,000.00	\$ 100.00	\$ 25,000.00	\$ 95.00	\$ 23,750.00	\$ 120.42	\$ 30,105.00
7	Install ADA compliant curb ramp per TXDOT's details and Specifications, including all incidentals, transition and tie-ins, complete in place,	EA	50	\$ 2,100.00	\$ 105,000.00	\$ 2,200.00	\$ 110,000.00	\$ 1,600.00	\$ 80,000.00	\$ 2,500.00	\$ 125,000.00	\$ 1,647.92	\$ 82,396.00
8	Removal and Replacement of Concrete Paving using high early concrete achieving at least 70 percent strength with 24 hours, including 8" cement treated base material and all incidentals in accordance with City of Colleyville Standards and Specifications	SY	1500	\$ 138.00	\$ 207,000.00	\$ 92.00	\$ 138,000.00	\$ 150.00	\$ 225,000.00	\$ 185.00	\$ 277,500.00	\$ 160.72	\$ 241,080.00
9	Removal and Replace Drive Approach using high early concrete achieving at least 70 percent strength with 24 hours, including 2" sand cushion material and all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 138.00	\$ 34,500.00	\$ 89.50	\$ 22,375.00	\$ 100.00	\$ 25,000.00	\$ 170.00	\$ 42,500.00	\$ 133.42	\$ 33,355.00
10	Removal and Replace Drive Approach (Exposed Aggregate) using high early concrete achieving at least 70 percent strength with 24 hours,, including 2" sand cushion material and all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	100	\$ 154.00	\$ 15,400.00	\$ 135.00	\$ 13,500.00	\$ 110.00	\$ 11,000.00	\$ 180.00	\$ 18,000.00	\$ 146.42	\$ 14,642.00
11	Traffic Control for Arterial and Collector Streets; :	EA	3	\$ 5,800.00	\$ 17,400.00	\$ 10,000.00	\$ 30,000.00	\$ 6,000.00	\$ 18,000.00	\$ 1,000.00	\$ 3,000.00	\$ 20,822.92	\$ 62,468.76
12	Install 6 inch thick Concrete Trail, (8' – 10') including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	1000	\$ 70.00	\$ 70,000.00	\$ 86.50	\$ 86,500.00	\$ 80.00	\$ 80,000.00	\$ 90.00	\$ 90,000.00	\$ 103.52	\$ 103,520.00
13	Removal and Replacement of Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMAc transitions in accordance with City of Colleyville Standards and Specifications	LF	2500	\$ 35.00	\$ 87,500.00	\$ 56.00	\$ 140,000.00	\$ 58.00	\$ 145,000.00	\$ 65.00	\$ 162,500.00	\$ 61.92	\$ 154,800.00
14	Install Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMAc transitions in accordance with City of Colleyville Standards and Specifications	LF	250	\$ 32.00	\$ 8,000.00	\$ 55.00	\$ 13,750.00	\$ 45.00	\$ 11,250.00	\$ 55.00	\$ 13,750.00	\$ 55.42	\$ 13,855.00
15	Removal and Replacement of Miscellaneous Concrete in accordance with City of Colleyville Standards and Specifications	SY	1250	\$ 92.00	\$ 115,000.00	\$ 95.00	\$ 118,750.00	\$ 100.00	\$ 125,000.00	\$ 130.00	\$ 162,500.00	\$ 126.92	\$ 158,650.00
16	Install Miscellaneous Concrete in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 73.00	\$ 18,250.00	\$ 100.00	\$ 25,000.00	\$ 80.00	\$ 20,000.00	\$ 125.00	\$ 31,250.00	\$ 87.92	\$ 21,980.00
17	Removal and Replace Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, including 8" cement treated base material and all incidentals, complete in place in accordance with City of Colleyville Standards and Specifications	SY	500	\$ 90.00	\$ 45,000.00	\$ 47.50	23750.00	\$ 150.00	\$ 75,000.00	\$ 150.00	\$ 75,000.00	\$ 160.72	\$ 80,360.00
18	Install Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, including 8" cement treated base material and all incidentals, complete in place in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 104.00	\$ 26,000.00	\$ 100.00	\$ 25,000.00	\$ 120.00	\$ 30,000.00	\$ 140.00	\$ 35,000.00	\$ 139.92	\$ 34,980.00
19	Placement of miscellaneous concrete for Public Utilities Pads, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 73.00	\$ 18,250.00	\$ 100.00	\$ 25,000.00	\$ 80.00	\$ 20,000.00	\$ 250.00	\$ 62,500.00	\$ 126.92	\$ 31,730.00
20	Concrete Structure (10'- Inlet), cast-in-place complete and in place, in accordance with City of Colleyville Standards and Specifications	EA	3	\$ 13,000.00	\$ 39,000.00	\$ 7,500.00	\$ 22,500.00	\$ 8,000.00	\$ 24,000.00	\$ 7,500.00	\$ 22,500.00	\$ 11,072.92	\$ 33,218.76
21	Concrete Structure (15'- Inlet), cast-in-place complete and in place, in accordance with City of Colleyville Standards and Specifications	EA	3	\$ 18,000.00	\$ 54,000.00	\$ 7,500.00	\$ 22,500.00	\$ 10,000.00	\$ 30,000.00	\$ 9,500.00	\$ 28,500.00	\$ 15,622.92	\$ 46,868.76
22	Furnish and Install Concrete Structure (Safety End Treatment) (6:1), complete and in place, in accordance with City of Colleyville Standards and Specifications	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,600.00	\$ 13,800.00	\$ 5,000.00	\$ 15,000.00	\$ 12,500.00	\$ 37,500.00	\$ 5,905.42	\$ 17,716.26
23	Furnish and install matching sod and approved top soil on disturbed areas as needed and level with existing sod, complete and in place in accordance with City of Colleyville Standards and Specifications	SY	2500	\$ 8.00	\$ 20,000.00	\$ 18.50	\$ 46,250.00	\$ 16.00	\$ 40,000.00	\$ 15.00	\$ 37,500.00	\$ 38.52	\$ 96,300.00
24	Construction Contingency	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

CONSTRUCTION SERVICES AGREEMENT

FY 2020 Miscellaneous Concrete Repair

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Mobil Construction Corporation, LLC**, a Texas Limited Liability Company, 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 (the "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 services, labor, materials, equipment and supplies related to the Colleyville FY 2020 Miscellaneous Concrete Repair (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified 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 contained in the City's Invitation for Bid # ENG-2020-001 ("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.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of 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 in a total amount not to exceed FOUR HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, 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 on an as-needed basis; in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. CONTRACTOR shall begin work immediately upon the effective starting date(s) identified in each notice to proceed issued by the City.

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. 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 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 per day.

E. 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, within Ten (10) days after service 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:

- (1) 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 and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a 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; and

- (3) 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:

- (1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and
- (2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (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.

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. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

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. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. 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 Attn: Jerry Ducay City of Colleyville 100 Main Street Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt, City Attorney c/o City Secretary 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Mobil Construction Corporation, LLC Attn: Alex Valladares Executive Vice President 5215 O'Connor Blvd, 11th Floor Irving, Texas 75039

Section 22. Counterparts

This Agreement may be executed by the parties hereto 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 hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. 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 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part 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.

Signature page to follow

EXECUTED on October 2, 2019

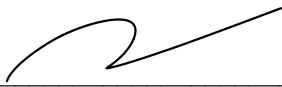
CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:DE:Date:September 24, 2019:v4.2019

EXECUTED on this the ____ day of _____, 20__.

CONTRACTOR
Mobil Construction Corporation, LLC

By: _____
Alex Valladares
Executive Vice President

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.

Mobil Construction Corporation, LLC
Coppell, TX United States

Certificate Number:
2019-543880

Date Filed:
09/24/2019

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

Date Acknowledged:
09/24/2019

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.

ENG-2020-001
Miscellaneous Concrete Removal and Placement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

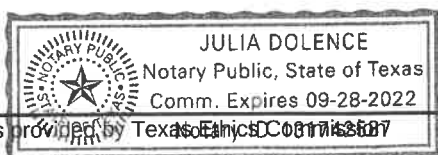


6 UNSWORN DECLARATION

My name is Maria Valladares, and my date of birth is 01/08/79
My address is 3333 Blecker St #119, Coppell, TX, 75049, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 24th day of September, 2019.
(month) (year)



Maria Valladares
Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION R-19-4420

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2019

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 September 3, 2019
 - b. Approval of the minutes of the City Council Worksession of August 27, 2019
 - c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services
 - d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)
 - e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed \$161,360.00, and authorize the City Manager to execute the amendment
 - f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed \$368,983, and authorizing the City Manager to execute the agreement

- g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed \$121,382.00, and authorize the City Manager to execute the amendment
- h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
- i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement
- j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

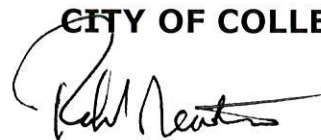
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 17TH DAY OF SEPTEMBER 2019.

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, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



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 10/2/2019

Number Resolution R-19-4423

Title

Approval of a Local Transportation Project Advance Funding Agreement for the reconstruction of Cheek-Sparger Road (San Bar Lane to Oak Briar Lane), and authorizing the City Manager to execute the agreement

Strategic Plan

- 3.1 Upgrade the condition of major roads and neighborhood streets
- 5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

On September 18, 2018, Council approved by Resolution R-18-4305, the City Manager to execute a Local Project Advance Funding agreement for the 2015 Highway Safety Improvement Program (HSIP) for the reconstruction of Cheek-Sparger Road from San Bar Lane to Oakbriar Lane including the addition of shoulders, curb and gutter, and storm drain. The City received notification from TxDOT in May 2019, the funding for this agreement was no longer available through the HSIP program. Staff has worked diligently with both TxDOT to secure a new funding source for this project. The result is the attached advance funding agreement which states costs will be allocated based on 80% federal funding and 20% local funding. Local participation will also includes engineering and environmental services.

Financial Impact

The City is responsible for all design and environmental costs and 20% of the reconstruction project, for an estimated City cost total of \$901,391. Funding is available in the Tax Increment Financing (TIF) fund.

Form 1295 - not applicable

Recommendation

Approve

Attachments

1. Local Transportation Advance Funding Agreement
2. Master Agreement (MAFA)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
DISTRICT DEVELOP AUTHORITY, PREVENTIVE
MAINTENANCE AND REHABILITATION
OFF-SYSTEM/ON-SYSTEM**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Colleyville, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115291 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as install sidewalks, increase super elevation and construct paved shoulders from San Bar Lane to Oakbriar Lane including the addition of

shoulders, curb and gutter, and storm drain. The project includes driveway approaches, guardrail, culvert extension, replacement of water and sewer lines where necessary, and signing and striping. Additional items include mill and overlay, curb and gutter, and signing and striping of Cheek-Sparger Road from State Highway 26 to San Bar Lane and from Oakbriar Lane to Brown Trail.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the State as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the

federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D. The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local

Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Engineer City of Colleyville 100 Main Street Colleyville, Texas 76034	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection

and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

**RESOLUTION R-18-4305
A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT
ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
SEPTEMBER 18, 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 September 4, 2018
 - b. Approval of the minutes of the City Council Worksession of September 6, 2018
 - c. Approval of the minutes of the City Council Worksession of August 28, 2018
 - d. Approval of authorized broker/dealers for investment purchases
 - e. Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
 - f. Approval to use the Voluntary Library Fund in Fiscal Year 2019, for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$167,000
 - g. Adoption of the Fiscal Year 2019 to 2023 Capital Improvement Program (CIP)

**ATTACHMENT A
RESOLUTION OR ORDINANCE (CONT'D)**

Resolution R-18-4305
Page 2 of 2

- h. Approval of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$214,784.73, and authorize the city manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
- i. Approval of a Local Project Advance Funding Agreement for the Highway Safety Improvement Program (HSIP) for the reconstruction of Cheek-Sparger Road (San Bar Lane to Oak Briar Lane), and authorizing the city manager to execute the agreement

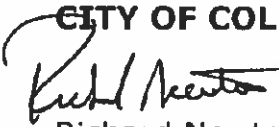
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS
THE 18TH DAY OF SEPTEMBER 2018.

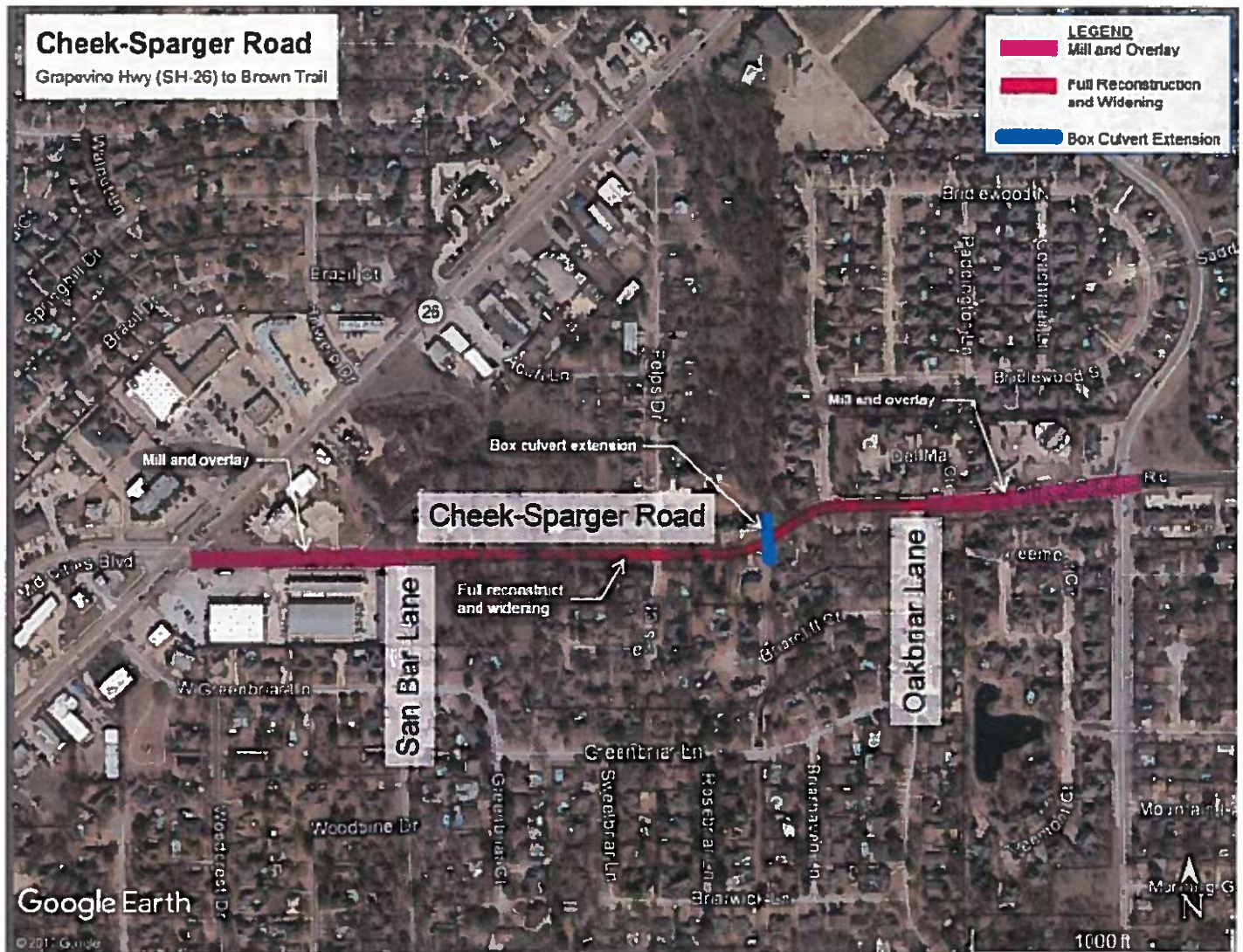
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:


Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

ATTACHMENT B PROJECT LOCATION MAP



ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs, except for the direct and indirect state costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ: 0902-90-036							
Engineering (by Local Government)	\$285,384	0%	\$0	0%	\$0	100%	\$285,384
Environmental (by Local Government)	\$34,370	0%	\$0	0%	\$0	100%	\$34,370
Construction, Federal funds (by State)	\$1,927,189	80%	\$1,541,751	0%	\$0	20%	\$385,438
CSJ: 0902-90-161							
Construction, Local funds (by State)	\$196,199	0%		0%	\$0	100%	\$196,199
Subtotal	\$2,443,142		\$1,541,751		\$0		\$901,391
Environmental Direct State Costs	\$1,050	0%	\$0	100%	\$1,050	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$12,450	0%	\$0	100%	\$12,450	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$172,864	0%	\$0	100%	\$172,864	0%	\$0
Indirect State Costs	\$138,652	0%	\$0	100%	\$138,652	0%	\$0
TOTAL	\$2,768,160		\$1,541,751		\$325,018		\$901,391

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$581,637.00

Estimated total payment by the Local Government to the State: \$581,637.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

STATE OF TEXAS §
COUNTY OF TRAVIS §

**MASTER AGREEMENT
GOVERNING
LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENTS**

THIS MASTER AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Colleyville, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation's economic growth and competitiveness; and

WHEREAS, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPAFA) listed in Attachment A; and,

WHEREAS, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Master Agreement by resolution or ordinance dated MARCH 21, 2000, attached hereto and made a part of this Master Agreement as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreements

This Master Agreement and the Local Project Advance Funding Agreements (LPAFAs) subject to this Master Agreement become effective when signed by the last party whose signing makes the respective agreements fully executed. This Master Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Master Agreement

This agreement may be terminated by any of the following conditions:

- a. by mutual written consent and agreement of all parties.
- b. by any party with 90 days written notice. If this Master Agreement is terminated under this clause, all existing, fully executed LPAFAs made under this Master Agreement shall automatically incorporate all the provisions of this Master Agreement.
- c. by either party, upon the failure of the other party to fulfill the obligations as set forth in this Master Agreement.

3. Termination of the Local Project Advance Funding Agreement (LPAFA)

An LPAFA shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the agreement is terminated in writing with the mutual consent of the parties, or;
- b. because of a breach of this Master Agreement or a breach of the Local Project Advance Funding Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
- c. After the PS&E the local government may elect not to provide the funding and the project does not proceed because of insufficient funds; the local government agrees to reimburse the State for its reasonable actual costs incurred during the project.
- d. conditions for termination as specified in the LPAFA are fulfilled.

4. Amendments

- a. Amendment of this Master Agreement by Notice with Mutual Consent: The State may notify the Local Government of changes in this Master Agreement resulting from changes in federal or state laws or rules or regulations and these changes in the Master Agreement shall be incorporated into this agreement unless the State is notified by the Local Government within 60 days. From time to time, the State may issue numbered restatements of this MAFA to wholly reflect its amendments.

- b. This Master Agreement may be amended due to changes in the agreement or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
- c. The notice of amendment and the amendment to this Master Agreement may be in an electronic form to the extent permitted by law and after a prior written consent of the parties to this agreement is made.
- d. Amendments to the LPAFAs due to changes in the character of the work or terms of the agreement, or responsibilities of the parties relating to a specific project governed under this Master Agreement may be enacted through a mutually agreed upon, written amendment to the LPAFA.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments, unless specified otherwise in a specific LPAFA under other provisions of this MAFA.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- a. per agreement;
- b. per all applicable statutes or rules, or;
- c. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, unless provided for otherwise in the specific project agreement.
- d. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated, unless provided for otherwise in the specific project agreement.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Any party to this contract may have responsibility for effecting the performance of architectural and engineering services. Or, the parties may agree to be individually responsible for portions of this work. The LPAFA shall define the party responsible for performance of this work.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto, unless specifically stated otherwise in the LPAFA and approved by the State.

In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by disadvantaged business enterprises (DBEs), ADA, and environmental matters.

10. Construction Responsibilities

- a. Unless specifically provided for otherwise in the LPAFA, the State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- c. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the LPAFA or other prior existing maintenance agreement with the Local Government.

12. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project will be clearly stated in the local project agreement. The expected cash contributions from the federal, state, Local Governments or other parties will be clearly stated. The State will pay for only those project costs that have been approved by the Texas Transportation Commission.
- b. A project cost estimate showing the estimated contributions in kind or in cash for each major area of the local project will be provided in the LPAFA. This project cost estimate will show how necessary resources for completing the project will be provided by major cost categories. These categories include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. Federal share of the project will be reimbursed to the local government on a cost basis.

- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget, unless otherwise provided for in the LPAFA.
- e. Following execution of the LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation " in the amount specified in the LPAFA. The Local Government will pay at a minimum its funding share for the estimated cost of preliminary engineering for the project, unless otherwise provided for in the LPAFA.
- f. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs, unless otherwise provided for in the LPAFA.
- g. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification, unless otherwise provided for in the LPAFA.
- h. Upon completion of the Project, the State will perform an audit of the local project costs. Any funds due to the Local Government, the State, or the Federal government will be promptly paid by the owing party.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the local project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the LPAFA will clearly state the amount of the fixed price or the incremental payment schedule.
- l. The Texas Comptroller of Public Accounts has determined that certain counties qualify as Economically Disadvantaged Counties in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. The LPAFA will reflect adjustments to the standard financing arrangement based on this designation.
- m. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with the LPAFA.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property, unless the State agrees to participate in the provision of right of way under the procedures described herein as parts A and B of this provision.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

If the Local Government is the owner of any part of a project site under an LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

A. Purchase By the State for the State

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Government will voluntarily contribute to the State funds equal to ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Government's obligation, then the Local Government, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Government is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Government. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

B. Purchase by the Local Government for the State

Purchase: Right of way purchases shall be a joint effort of the State and the Local Government. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Government for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the Local Government and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual-agreement between the State and Local Government that the requirement for the Local Government to submit to the State property value determinations for any part of the required right of way should be waived, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which together with any curative instruments found to be necessary as a result of the State's title investigation will be properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the Local Government. The cost of title investigation will be the responsibility of the State.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation are to be indicated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State. Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special

Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for ninety (90) percent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety (90) percent State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements, which are, in whole or part, a part of the right of way taking are not retained by the owner; title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities on Acquired State Right of Way: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety (90) percent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establishes the eligibility of the utility work and enters into a three-party agreement, with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement, based on a prior appraisal. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be the basis of the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety (90) percent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000 the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed ninety (90) percent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety (90) percent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation," the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety (90) percent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

State:

Mr. Steven E. Simmons, P.E., District Engineer
Texas Department of Transportation
P.O. Box 6868
Fort Worth, Texas 76115

Local Government:

Mr. C. Robert Stripling, City Manager
City of Colleyville
5400 Bransford Road
Colleyville, Texas 76034

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. OMB Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

27. Lobbying Certification

In executing this Master Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification 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.

By executing an LPAFA under this Master Agreement, the parties reaffirm this lobbying certification with respect to the individual projects and reaffirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

28. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: Donna Arp Date 3/21/00

Typed or Printed Name and Title Donna Arp, Mayor

ATTEST:

Jean Harris
City Secretary

APPROVED AS TO FORM:

[Signature]

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: J. D. Soldano
Jennifer D. Soldano, Director
Contract Services Office

Date: 4/12/00

ATTACHMENT A
PROJECT TYPES WHICH MAY BE SUBJECT TO AND GOVERNED BY
THIS MASTER AGREEMENT

Federal STP - MM: Metropolitan Mobility Agreements
Federal STP – TE: Transportation Enhancement Agreements
Federal STP - HES: Hazard Elimination and Safety Agreements
Federal CM - Congestion Mitigation and Air Quality Agreements
Federal NH - National Highway System
State CUS - Urban Street Program

(Note this list is a sample list and not meant to be all-inclusive.)

Attachment B

RESOLUTION R-00-1621

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR
COUNCIL MEETING OF MARCH 21, 2000**

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

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

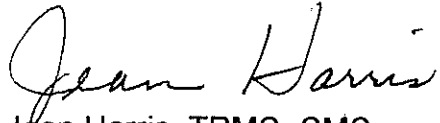
- Sec. 1: THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:
- a. THAT the minutes of the regular City Council meeting of March 7, 2000, are hereby approved.
 - b. THAT the Texas Department of Transportation (TxDOT) Master Agreement, is hereby approved.
 - c. THAT the authorization to the City Manager to sign a lease agreement for a temporary modular building to be used as Fire Department Administrative Offices located at 1900 Hall-Johnson Road, is hereby approved.
 - d. THAT the contract with First Southwest Company for financial advisory services, is hereby approved.
 - e. THAT the public hearing date for a request by the Grapevine/Colleyville Independent School District to move a portable building to Colleyville Elementary School at 5800 Colleyville Boulevard, is hereby approved.
 - f. THAT the authorization to purchase production and distribution services from Sheridan Communications in the amount of \$19,928 for four issues of the *Colleyville Communicator*, the City's quarterly newsletter, is hereby approved.

AND IT IS SO RESOLVED.

Passed by a vote of 5 ayes, 0 nays, and 0 abstentions on the 21st day of March, 2000.

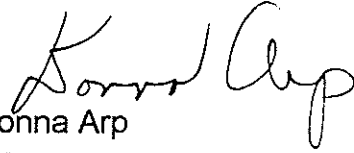
Resolution R-00-1621
Page 2 of 2

ATTEST:

A handwritten signature in cursive script that reads "Jean Harris".

Jean Harris, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE

A handwritten signature in cursive script that reads "Donna Arp".

Donna Arp
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 10/2/2019

Number Ordinance O-19-2099

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premise Consumption on Lot 1, Block 1, of the Towne Square Addition, located at 5604 Colleyville Boulevard, Suite A & B, Case ZC19-011

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

First Reading and Public Hearing

Morris Ghandi and Juliette Gonzalez, of Ruggeri's Pescatore Italiano Restaurant, have submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise consumption at 5604 Colleyville Boulevard, Suites A & B. Alcoholic beverage sales for on-premise consumption 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 and generally located on the west side of Colleyville Boulevard, south of Hall-Johnson Road. The subject property is a platted lot and currently developed with a multi-tenant commercial building. Suites A & B, the proposed location of the restaurant, were previously occupied by a fitness business.

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 at this location. The applicant is requesting to sell and serve alcohol as part of the Ruggeri's Pescatore Italiano Restaurant menu. The applicant proposes the following hours of operation as a component of the SUP request:

Sunday – Thursday: 5:00 p.m. – 9:00 p.m.

Friday - Saturday: 5:00 p.m. – 9:30 p.m.

Ordinance – There are four components of procedure that 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-premises 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." Language is typically added for SUPs to 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 40 percent of gross receipts).

Analysis: The applicant proposes to operate the business in a similar manner to its previous restaurant at a different location in the City. The requested location is in compliance with the distance requirements of the Code of Ordinances, and the applicant is proposing to comply with the 40/60 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 south and east are zoned CC-2 Shopping Center district and developed with commercial buildings. The property to the north is zoned CN Neighborhood Commercial and is improved with office buildings. The property to the west is zoned R-20 Single Family Residential and is improved with homes.

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.

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) to authorize the sale of alcoholic beverages for on-premises consumption for the Ruggeri's Pescatore Italiano Restaurant at 5604 Colleyville Boulevard, Suites A & B. The proposed business is consistent with the previous uses along Colleyville Boulevard and should not adversely impact surrounding uses.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their September 9, 2019 meeting by a vote of 4-0.

Financial Impact

There is no fiscal impact to the City of Colleyville for this item.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Exhibits
6. Notification Map
7. Property Owner Notification
8. Notification List
9. Ordinance O-19-2099

Aerial Map



ZC19-011

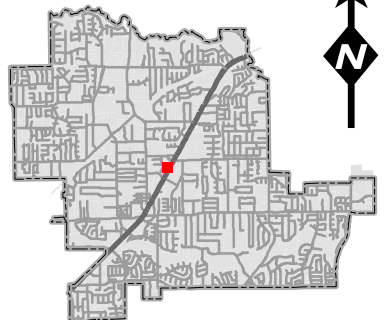
5604 Colleyville Boulevard, Suite A & B

DISCLAIMER:

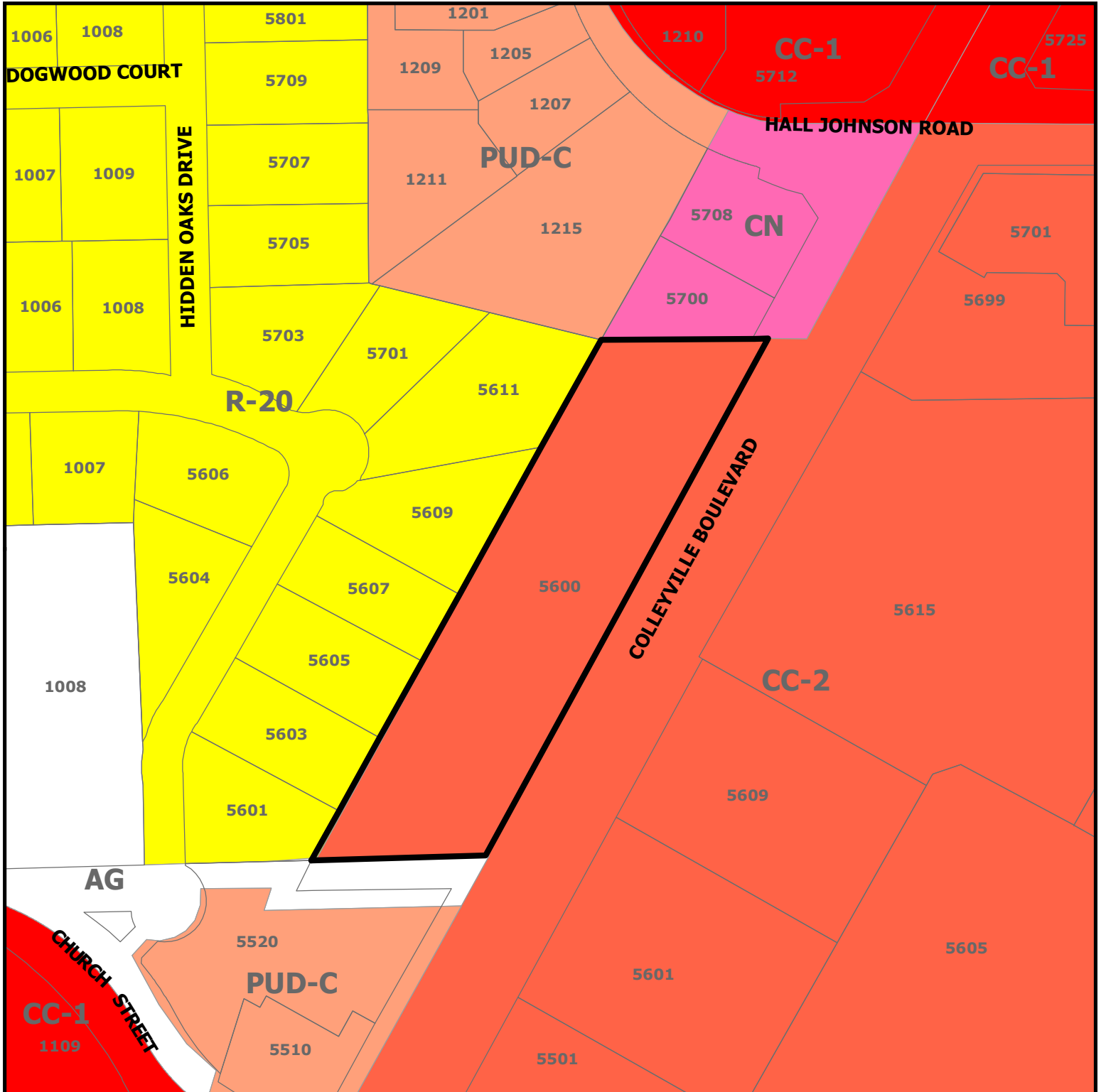
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.



Subject Property



Zoning Map



ZC19-011

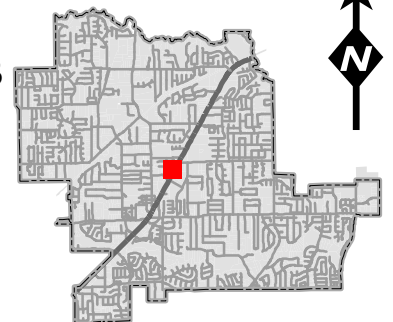
5604 Colleyville Boulevard, Suite A & B

DISCLAIMER:

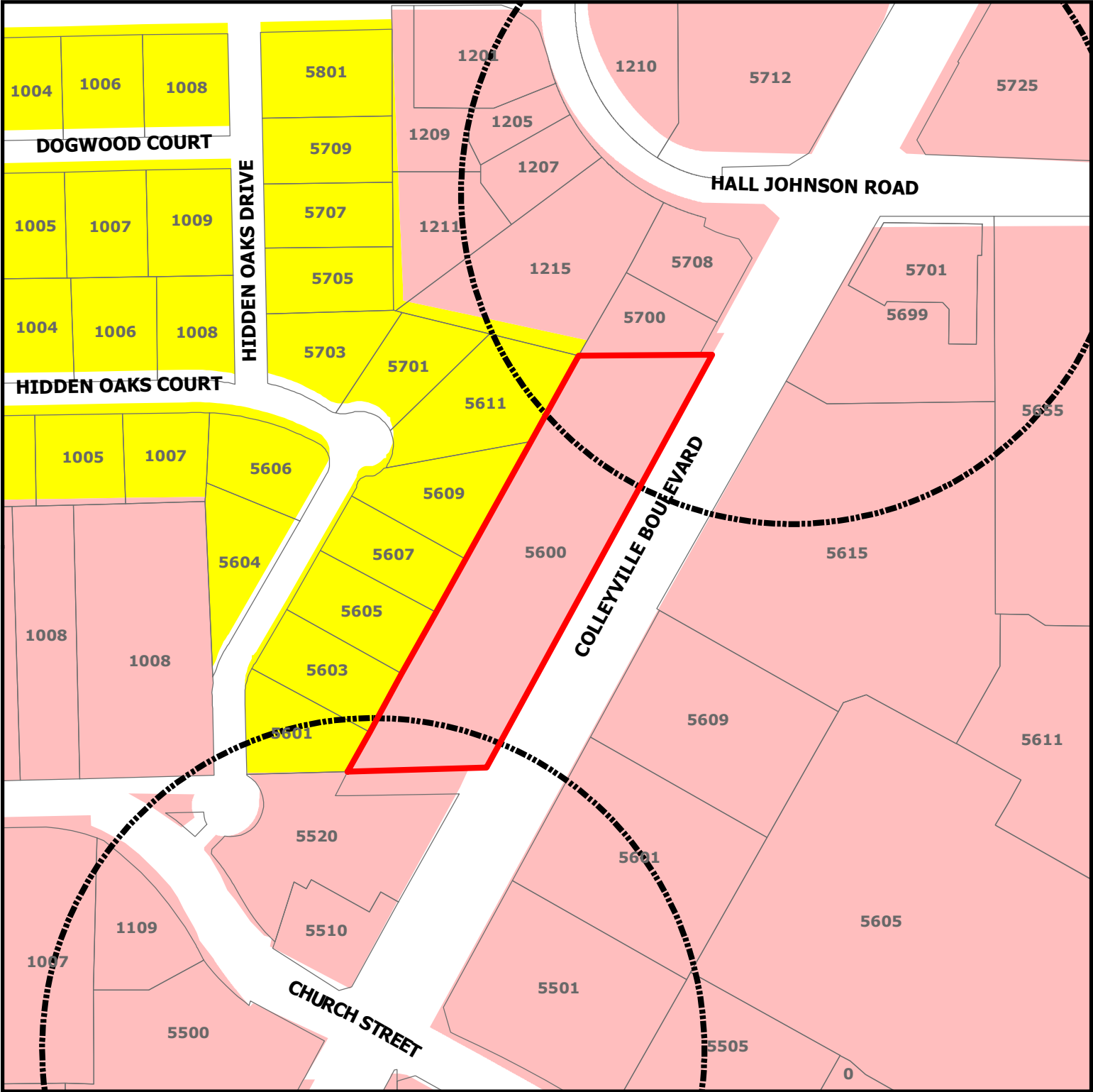
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Subject Property



Future Land Use Map

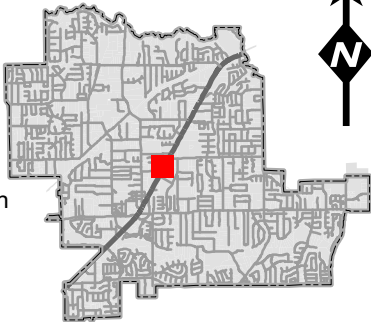


ZC19-011

5604 Colleyville Boulevard, Suite A & B

DISCLAIMER:
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-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Colleyville Blvd Corridor



Statement of Planning Objectives

Company Summary

Ruggeri's Pescatore Italiano will feature an outstanding Northern Italian menu in an upscale and cozy atmosphere. We will be open 7 days a week. Serving dinner Sunday – Thursday 5:00 pm to 9:00 pm and Friday – Saturday 5:00pm – 9:30pm.

We will have special wine tasting events quarterly, a five-course meal featuring new wines sponsored by our distributors. Customers can come and learn more about wine & food! Other special events will also include Christmas Eve, New Year's Eve, Valentine's Day, Easter, and Mother's Day.

Ruggeri's will be the perfect place when customers need that little extra. They can have business meeting here, a place for a quiet conversation or a special occasion.

Business Description

The founders of the company are Morris Ghandi and his daughter, Juliette Gonzalez. They both have a combined experience of 75 years in the restaurant and hospitality industry. We are looking for a restaurant space in Colleyville. We hope to open Ruggeri's in the next few months.

Services

Ruggeri's Pescatore Italiano will be unique to Colleyville. Northern Italian food is a style of service that will make everyone feel welcome and special. Our food products will be the finest quality and prepared with sensitivity and care. We will go all the way to satisfy our guests. Portions will be modestly sized with attractive presentation.

Our wine list will be modest in size and primarily focused on wines from Italy, California, France and New Zealand. The comfortable soft lit bar features a comprehensive selection of the finest vodka, scotch, bourbon and after dinner drinks.

During summer months customers can also sit outside on our patio. The patio and garden setting will be a fun and casual atmosphere.

The kitchen staff will have the best in culinary education and work experience. Our creative talents will compliment one another. The lounge and restaurant staff will offer the finest service in a cozy atmosphere. And offer customers an extraordinarily successful evening.

Statement of Planning Objectives

Pricing and Profitability

We anticipate our total sales allocation to be 90% restaurant sales and 10% catering sales. The combined cost of sales will be 33% producing a gross profit of 67% on total sales.

Prices will be competitive with other upscale restaurants in the area. However, it is the strategy of Ruggeri's to give a perception of higher value than its competitors, through its food, service and entertainment.

Market Segmentation

Ruggeri's intends to cater to a wide group of people. We want everyone to feel welcome and relaxed in a cozy atmosphere with a wide and varied menu. It is our goal to have 'something for everyone' everyday on our menu. In looking at our market analysis, we defined the following groups as targeted segments.

The Business Man: They work hard all day and sometimes stays overnight in a strange city. He needs a competent establishment that helps impress his clients and prospects. Afterwards, they want to relax and use the money they are making. They are the people that spend the most on drinks, food and tips.

Happy Couples: The restaurant will have an intimate, romantic, sophisticated atmosphere that encounters people to bring dates or their spouse.

The Family: The perfect place for a family dinner. Families will come for the accommodative menu and friendly service. The excellent value in their meals will keep Ruggeri's in favor with the parents.

Strategy and Implementation Summary

Our strategy is simple, we intend to succeed by giving people a combination of excellent and interesting food in an environment that appeals to a wide and varied group of successful people. We will focus on maintaining quality and establishing a strong identity in our community. Our main focus in marketing will be to increase customer awareness in surrounding communities. We will keep our standards high and execute the concept so that word of mouth will be our main marketing force.

Statement of Planning Objectives

Personnel Plan

We believe the personnel plan is in good proportion to the size of the restaurant and projected revenues. The staff will include 11 full-time employees and 5 part-time employees. All of our previous employees are eagerly and patiently waiting to return back to us. 9 of these employees have been with us for 10 plus years.

Financial Plan

\$649,100 of funding is needed over the next year for kitchen equipment, furniture, painting, reconstruction, rent, licensing start-up labor and legal and consulting costs associated with opening our restaurant. These are the start-up requirements to the best of our knowledge and experience in the industry.

Legal	\$5,000
Stationary & Sign	\$5,000
Office Supplies	\$5,000
Uniforms	\$2,000
Insurance	\$2,000
Rent & Security Deposit	\$18,000
Outdoor Patio & Garden	\$10,000
Licensing	\$5,000
Furniture	\$50,000
Point of Sale/Software	\$20,000
Phone System	\$2,000
Food & Liquor	\$30,000
Kitchen Supplies	\$30,000
Music, Stereo, TV	\$4,000
Cleaning	\$1,000
High Chairs, & Booster Seats	\$100
Advertising & Website	\$5000
Cash on hand required	\$50,000
Restaurant Finish Out \$135/sq feet (2600 sq ft)	\$405,000
TOTAL REQUIREMENTS	\$649,100

Statement of Planning Objectives

Visuals

The Ruggeri's logo was designed by Graphic Menus. We will work with them to design our packaging, promotional materials, and printed menus.

Technology

Ruggeri's will use Aloha Point of Sale System to take orders, payments and run reports. Quickbooks will be used for payroll and financial reports.

Summary

Ruggeri's already has a successful system in place. Managing our staff, supplier relationships, customers, inventory and daily tasks will require team effort and hard work.

Our personal experiences have given us qualities that we can draw on to manage and run the business and continue growing steadily. We aim to run a type ship and empower our staff to be the best and deliver the best customer service experience.

Statement of Planning Objectives

PROJECTED SALES

	FOOD	LIQUOR	TOTAL
2020	\$648,000.00	\$303,600.00	\$951,600.00
2021	\$680,400.00	\$318,780.00	\$999,180.00
2022	\$714,420.00	\$334,719.00	\$1,049,139.00
2023	\$750,141.00	\$351,455.00	\$1,101,596.00
2024	\$787,648.00	\$369,028.00	\$1,156,676.00

Site Exhibit



Colleyville Town Square 5600 & 5604 Colleyville Blvd. Colleyville, Texas 76034

Property Features

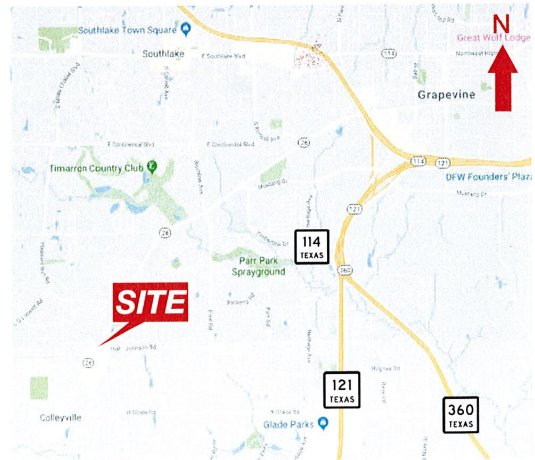
- Available:
 - Suite 5604-A: 4,485 SF (Former Gym)
 - Suite 5604-E1: 193 SF
 - Suite 5604-H: 1,500 SF (Former Veterinarian)
- End-Cap Available
- Vast Frontage on Hwy 26 (Colleyville Blvd)
- Great Access and Visibility
- Household Incomes avg. \$170,000+
- Located Directly Across from



and Anchored Center

Pricing

- Leasing Rate: Call Broker



Hunter Hayes

817 872 3911

hhayes@nairiretail.com

THE INFORMATION CONTAINED HEREIN HAS BEEN GIVEN TO US BY THE OWNER OF THE PROPERTY OR OTHER SOURCES WE DEEM RELIABLE. WE HAVE NO REASON TO DOUBT ITS ACCURACY, BUT WE DO NOT GUARANTEE IT. ALL INFORMATION SHOULD BE VERIFIED PRIOR TO PURCHASE OR LEASE.

1200 Summit Ave.
Fort Worth, TX 76102
817 885 8333

nairiretail.com

Site Exhibit

For Lease
193 - 4,485 SF

Colleyville Town Square
5600 & 5604 Colleyville Blvd.
Colleyville, Texas 76034



Demographics

	1 MILE	3 MILES	5 MILES
Total Population	5,561	78,861	249,076
Total Households	2,005	28,275	95,090
Average Household Size	2.80	2.80	2.60
Average Household Income	\$171,365	\$156,028	\$118,993

Source: CoStar 2018

Traffic Counts

- Blvd. 26 30,533 VPD
- Hall Johnson Rd. 13,220 VPD

Source: CoStar 2017

NAI Robert Lynn
RETAIL division

1200 Summit Ave.
Fort Worth, TX 76102
817 885 8333
nairlretail.com

Site Exhibit

For Lease
193 - 4,485 SF

Colleyville Town Square
5600 & 5604 Colleyville Blvd.
Colleyville, Texas 76034



Site Exhibit

11-2-2015



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

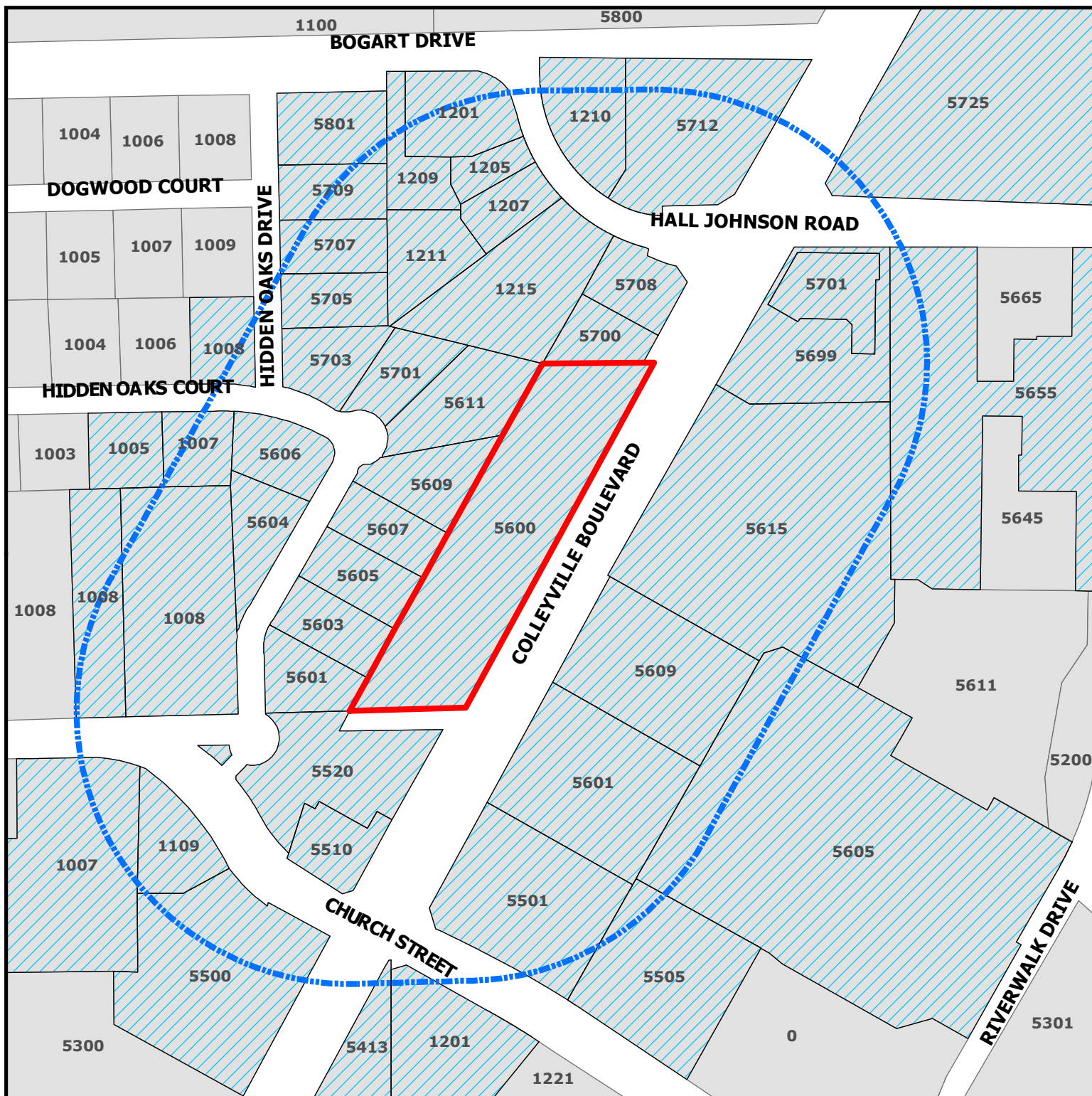
LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Robert Lynn Company	405391	mmiller@robertlynn.com	214-256-7100
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Mark Miller, SIOR	393389	mmiller@robertlynn.com	214-256-7100
Designated Broker of Firm	License No.	Email	Phone
Dan Avnery	568106	davnery@nairlretail.com	214-256-7100
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Hunter Hayes	671254	hhayes@nairlretail.com	817-885-8333
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Notification Map



ZC19-011

5604 Colleyville Boulevard, Suite A & B

DISCLAIMER:

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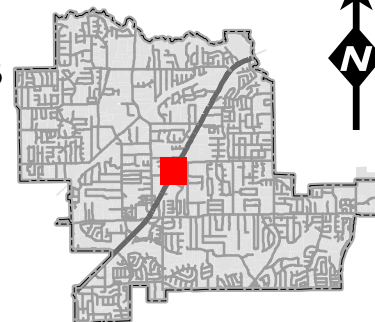
Subject Property



500ft Buffer



Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, September 9, 2019 at 7:00 p.m.
City Council Meetings: Wednesday, October 2, 2019 & Tuesday, October 15, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

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 business Ruggeri’s Pescatore Italiano.

Zoning Case: ZC19-011

Applicant: Morris Ghandi and Juliette Gonzalez

Owner: Eagle-Colleyville Towne Square

Location: 5604 Colleyville Boulevard, Suite A&B

Property Description: Lot 1, Block 1, of the Towne Square Addition

Present Zoning: CC-2 Shopping Center District

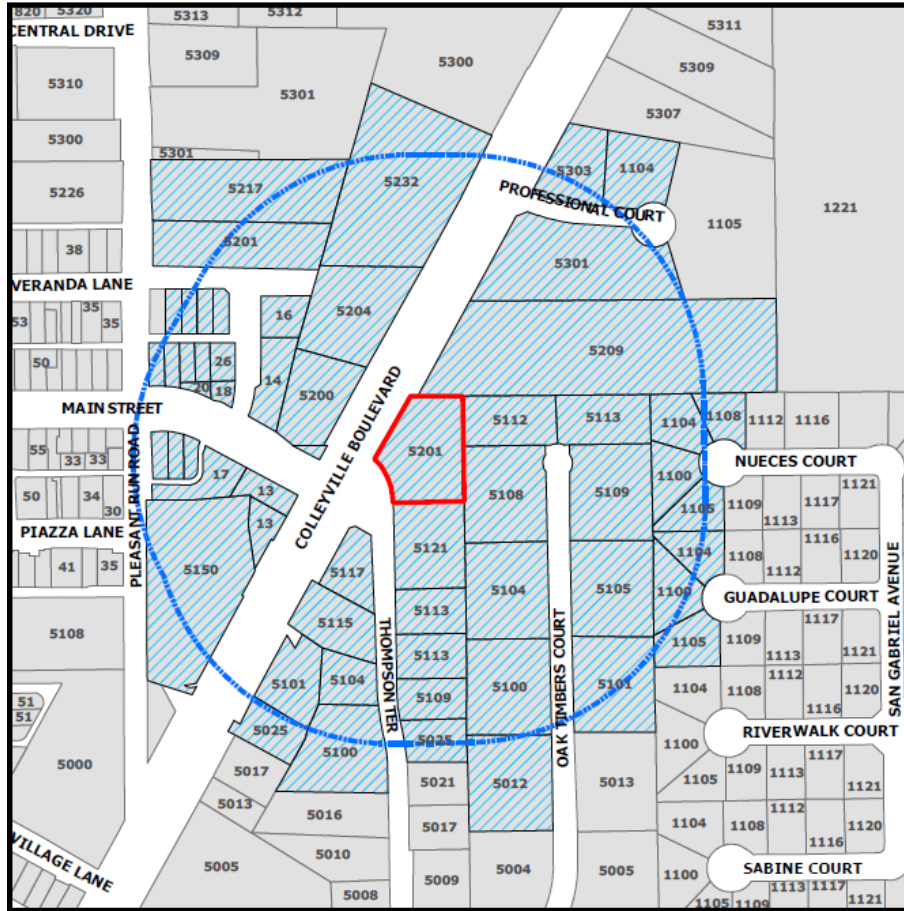
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
WILDER, ROBERT J	1005 HIDDEN OAKS CT	COLLEYVILLE, TX	76034	1005 HIDDEN OAKS CT
MILLER, DOUGLAS L	7112 PLEASANT RUN RD	COLLEYVILLE, TX	76034	1209 HALL JOHNSON RD
CORE-FULMER, SARAH ELIZABETH	5604 HIDDEN OAKS CT	COLLEYVILLE, TX	76034	5604 HIDDEN OAKS DR
EAGLE-COLLEYVILLE TOWNE SQUARE	5430 LBJ FWY STE 1200	DALLAS, TX	75240	5600 COLLEYVILLE BLVD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1100 CHURCH ST
CHARLES & ROB LTD	8235 DOUGLAS AVE STE 815	DALLAS, TX	75225	5601 COLLEYVILLE BLVD
KINGETER, SCOTT	5611 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5611 HIDDEN OAKS DR
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	1007 CHURCH ST
ROB & CHARLES LTD	8235 DOUGLAS AVE STE 815	DALLAS, TX	75225	5701 COLLEYVILLE BLVD
CORGAN, KYLE D	5603 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5603 HIDDEN OAKS DR
G W J COMPANY	1100 FOUNTAIN PKWY	GRAND PRAIRIE, TX	75050	5700 COLLEYVILLE BLVD
MOVIE GRILL CONCEPTS XXVIII LL	12404 PARK CENTRAL DR STE 400N	DALLAS, TX	75251	5655 BLUEBONNET DR
TCG PL INVESTORS LLC	12720 HILLCREST RD STE 650	DALLAS, TX	75230	5501 COLLEYVILLE BLVD
COLLEYVILLE CHURCH OF CHRIST	1008 CHURCH ST	COLLEYVILLE, TX	76034	1008 CHURCH ST
UMLOR, STEVEN H	5801 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5801 HIDDEN OAKS DR
PEGASUS LIVING TRUST	1008 HIDDEN OAKS CT	COLLEYVILLE, TX	76034	1008 HIDDEN OAKS CT
BEALL LEGACY PARTNERS LP	5712 COLLYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	1210 HALL JOHNSON RD
DEDIEGO FAMILY TRUST	405 LOCKE DR	APTOS, CA	95003	5510 COLLEYVILLE BLVD
GOODING, JOHN	1007 HIDDEN OAKS CT	COLLEYVILLE, TX	76034	1007 HIDDEN OAKS CT
ADRASTOS LLC	1500 OAK LN	SOUTHLAKE, TX	76092	1211 HALL JOHNSON RD
R P GANTOS VENTURES LLC	7213 COTTONWOOD CT	NORTH RICHLAND HILLS, TX	76182	5413 COLLEYVILLE BLVD
BLUEBONNET HILLS MEMORIAL PK	PO BOX 130548	HOUSTON, TX	77219	5725 COLLEYVILLE BLVD
LUNSFORD, JANET S	5705 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5705 HIDDEN OAKS DR
HOCH, JEANNE M	5709 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5709 HIDDEN OAKS DR
LEACH, TERRY	5605 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5605 HIDDEN OAKS DR
MARSHALL, D MICHAEL	5707 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5707 HIDDEN OAKS DR
HJ ROAD 26 LTD	PO BOX 1703	COLLEYVILLE, TX	76034	5609 COLLEYVILLE BLVD
JD JUDD REALTY HOLDINGS LLC	1109 CHURCH ST	COLLEYVILLE, TX	76034	1109 CHURCH ST
LILLIS, JAMES	5606 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5606 HIDDEN OAKS DR
HENNESSEY PROPERTIES & INV LLC	1205 HALL JOHNSON RD	COLLEYVILLE, TX	76034	1205 HALL JOHNSON RD
BOTTOM FAMILY TRUST	1401 FOUNTAINGROVE PKWY # M117	SANTA ROSA, CA	95403	5520 COLLEYVILLE BLVD
VELOCIS COLLEYVILLE LP	3131 MCKINNEY AVE # 10	DALLAS, TX	75204	5505 COLLEYVILLE BLVD
BAYOUPEAK INVESTMENTS LLC	7005 EDEN RD	NORTH RICHLAND HILLS, TX	76180	1207 HALL JOHNSON RD
VELOCIS COLLEYVILLE LP	3131 MCKINNEY AVE # 10	DALLAS, TX	75204	5605 COLLEYVILLE BLVD
G W J COMPANY	1100 FOUNTAIN PKWY	GRAND PRAIRIE, TX	75050	5708 COLLEYVILLE BLVD
RICHMOND, FREDRIC D	5607 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5607 HIDDEN OAKS DR
CHIVAKULA, LAKSHMI	4104 CHARBRAY CT	CEDAR PARK, TX	78613	5601 HIDDEN OAKS DR
HTA-COLLEYVILLE HOSPITAL LLC	16435 N SCOTTSDALE RD STE 320	SCOTTSDALE, AZ	85254	5500 COLLEYVILLE BLVD
ANTONETTI, ROBERT	5701 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5701 HIDDEN OAKS DR
TREMAINE, M W	5609 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5609 HIDDEN OAKS DR
NYQUIST, JOHN	5703 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5703 HIDDEN OAKS DR
JERI & HOLLY LTD	5329 MONTROSE DR	DALLAS, TX	75209	5699 COLLEYVILLE BLVD
JNS LIVING TRUST	PO BOX 1948	COLLEYVILLE, TX	76034	1201 HALL JOHNSON RD
COLLEYVILLE CHURCH OF CHRIST	1008 CHURCH ST	COLLEYVILLE, TX	76034	1008 CHURCH ST
VELOCIS COLLEYVILLE LP	3131 MCKINNEY AVE # 10	DALLAS, TX	75204	5615 COLLEYVILLE BLVD
BEALL LEGACY PARTNERS LP	5712 COLLYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	5712 COLLEYVILLE BLVD
G W J COMPANY	1100 FOUNTAIN PKWY	GRAND PRAIRIE, TX	75050	1215 HALL JOHNSON RD
BRANCH BANKING & TRUST CO	150 S STRATFORD RD STE 400	WINSTON SALEM, NC	27104	1201 CHURCH ST
HIDDEN OAKS ESTATES	909 DOGWOOD COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
KINGSWOOD ESTATES-COLLEYVILLE	P.O. BOX 978	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
GHANDI, MORRIS AND GONZALEZ, JULIETTE	7651 CYPRESS COURT	NORTH RICHLAND HILLS, TX	76182	APPLICANT

ORDINANCE O-19-2099

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 1, BLOCK 1 OF THE TOWNE SQUARE ADDITION, LOCATED AT 5604 COLLEYVILLE BOULEVARD, SUITES A & B, 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. ZC19-011; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan 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 1, Block 1, of the Towne Square Addition, located at 5604 Colleyville Boulevard, Suites A & B, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted on Exhibit "A", Exhibit "B", and Exhibit "C".
- 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 "Ruggeri's Pescatore Italiano".
- 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 – Thursday: 5:00 p.m. – 9:00 p.m.

Friday- Saturday: 5:00 p.m. – 9:30 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 October 2019.

The second reading and public hearing being conducted on the 15th day of October 2019.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 15TH DAY OF OCTOBER 2019.

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:

Whitt L. Wyatt
City Attorney

Exhibit "A" – Zoning Map

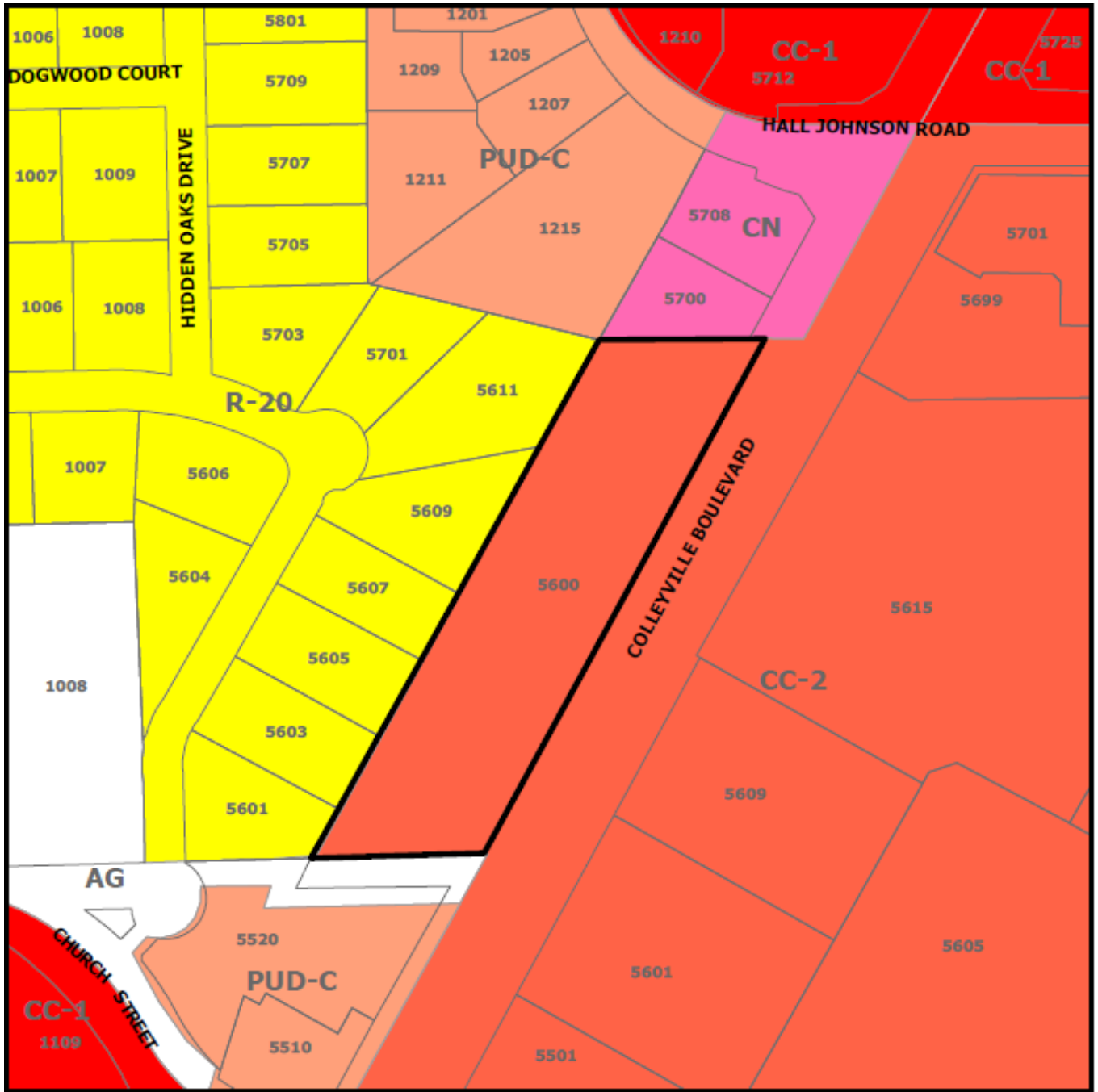


Exhibit "B" – Aerial Map

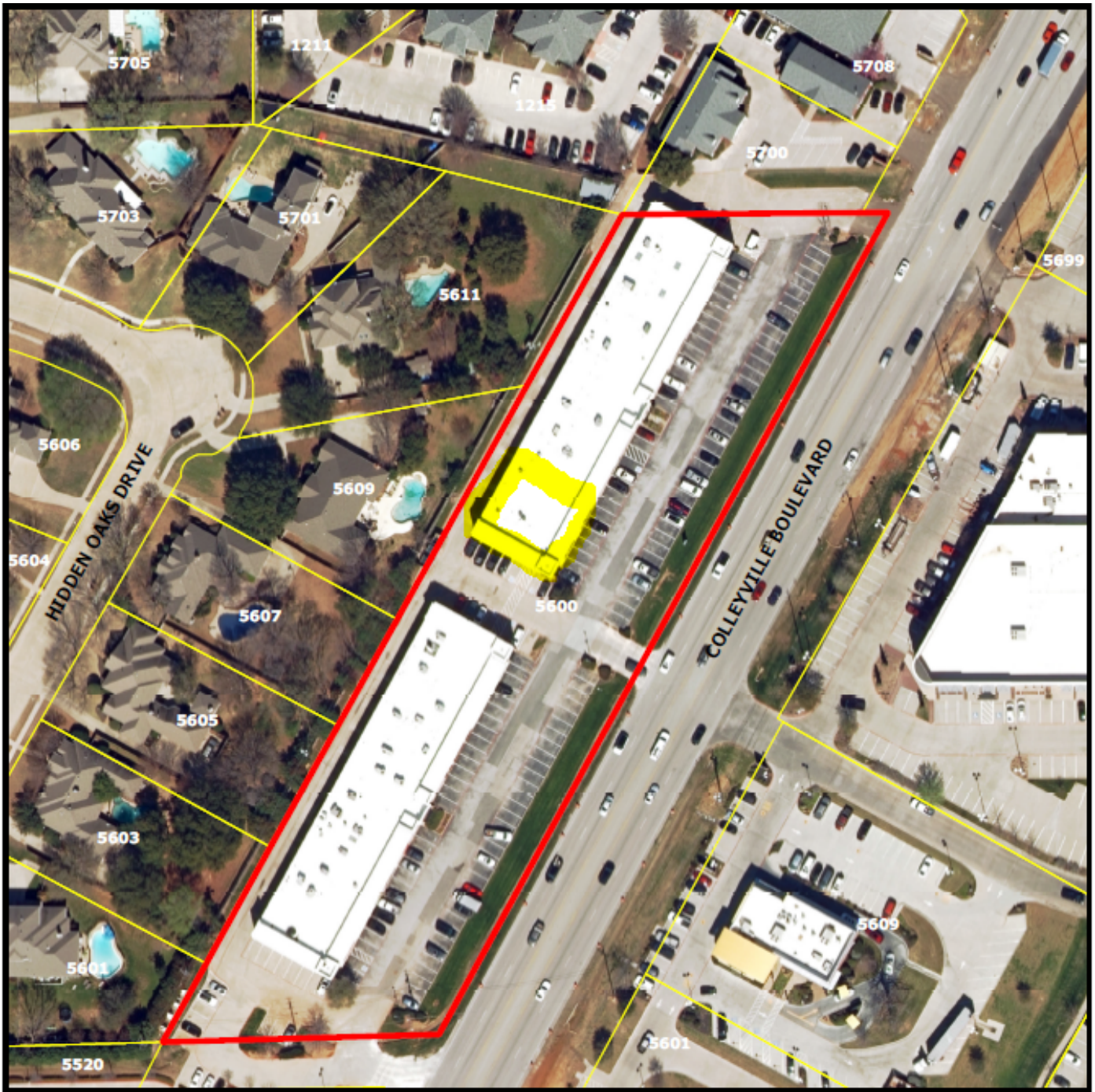


Exhibit "C" – Site Exhibit



Colleyville Town Square 5600 & 5604 Colleyville Blvd.

Colleyville, Texas 76034

Property Features

- Available:
 - Suite 5604-A: 4,485 SF (Former Gym)
 - Suite 5604-E1: 193 SF
 - Suite 5604-H: 1,500 SF (Former Veterinarian)
- End-Cap Available
- Vast Frontage on Hwy 26 (Colleyville Blvd)
- Great Access and Visibility
- Household Incomes avg. \$170,000+
- Located Directly Across from



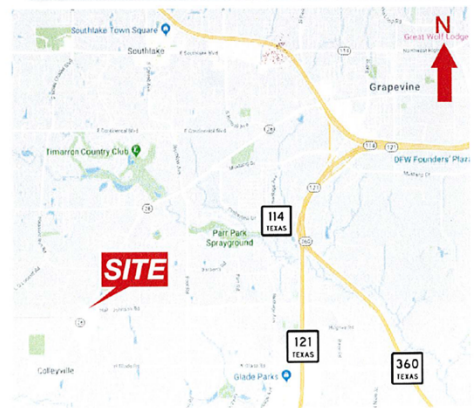
and



Anchored Center

Pricing

- Leasing Rate: Call Broker



Hunter Hayes

817 872 3911

hhayes@nairlretail.com

THE INFORMATION CONTAINED HEREIN HAS BEEN GIVEN TO US BY THE OWNER OF THE PROPERTY OR OTHER SOURCES WE DEEM RELIABLE. WE HAVE NO REASON TO DOUBT ITS ACCURACY, BUT WE DO NOT GUARANTEE IT. ALL INFORMATION SHOULD BE VERIFIED PRIOR TO PURCHASE OR LEASE.

1200 Summit Ave.
Fort Worth, TX 76102
817 885 8333

nairlretail.com



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 10/2/2019

Number Resolution R-19-4424

Type Resolution

Department City Secretary

Title

Appointing a member to the Planning and Zoning Commission

Strategic Plan

1.2 Develop future community leaders

Explanation

Reading and Public Hearing

There is one (1) vacancy, Place 3, on the Planning and Zoning Commission whose term expires September 2020. The position was advertised beginning June 8 and applications are still being accepted. Eight applications have been received to date and are attached:

- Mark Alphonso
- Lee Taylor Anderson
- Mathew Antony
- George Bond
- Matthew Little
- Becky Mata
- Sayeda Syed
- Larry Williamson, Jr.

This resolution provides for City Council to consider an appointment to fill the vacancy on the Planning and Zoning Commission.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Planning and Zoning Applications for Appointment
2. Resolution R-19-4424



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130. [Download the financial disclosure form here.](#)

Board, Commission, or Committee Preference: (only those with current openings)

1. PLANNING AND ZONING COMMISSION
2. CLICK TO VIEW AND CHOOSE
3. CLICK TO VIEW AND CHOOSE

Name: Ms. Mrs. Mr. Mark Alphonso

Address: 5104 Old Oak Ln.

Home Phone: 214.929.6446 Work Phone: 214.929.6446

E-mail Address: mark@montclairdfw.com Fax: NA

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I am required to comply with the Texas Open Meetings Act training.
- ☒ I understand I must bring my own device to meetings to view packet information.
- ☒ By checking this line, I consent to the City's use and release of all information provided in this application, to include the address, telephone, and email address provided.
- ☒ Additional materials attached.

1. **City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
See attached sheet
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
See attached sheet
3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
See attached sheet
4. **What are some issues in Colleyville that may require change?**
See attached sheet
5. **If you could influence the City in just one way, what would that be?**
See attached sheet
6. **Please share with us your vision for the City of Colleyville.**
See attached sheet

Signature: Mark Alphonso Date: 9/10/2019

Application for Planning and Zoning Commission

Mark Alphonso

Response to Question #1

Presently on the Board of the Chamber of Commerce(nominated by Mayor Richard Newton). 17 yrs experience as a commercial construction developer in DFW. Recently went through the P&Z and City Counsel process for a project here in Colleyville.

Response to Question # 2

I hope to support our cities growth and integrity. I would like to share my knowledge and experience towards a common sense approach to new business and commerce without compromising our cities successes as affluent residential neighborhoods.

Response to Question # 3

Our cities leadership, management, schools, police and fire departments I believe are second to none. With these assets we will be able to attract and keep a healthy residential outlook for many years to come. Attracting businesses for our residents such as retail & restaurants providing a reciprocal environment for both to thrive.

Response to Question # 4

I was able to experience our cities P&Z firsthand. While we were successful in getting approval for our project, I feel it was much more difficult to accomplish than it should have been. I fear prospective projects good for our city may have been steered away in the past. I hope to be an advocate of fair balance and reason in our future.

Response to Question # 5

I hope to be an asset in bringing business to Colleyville that is good for the residents, good for our city, and maintains the high quality of life we have known to enjoy.

Response to Question # 6

I envision in most ways what we have here now. Living in a neighborhood where my family is safe. Schools where I know my kids are receiving the best education available. recreation readily accessible such as our well maintained parks and sports fields. An increase in dining and entertainment locations, so that residents do not have to travel away. Well maintained and quality built streets, sidewalks, city amenities that tell guests to our city that this is a very nice place.



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Planning and Zoning Commission

☐

If you are willing to be considered for another board, commission, or committee, please list below.

2. Zoning Board of Adjustment

☐

3. Tax Increment Finance District Board

☐

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Lee "Taylor" Anderson

Address: 7213 Overland Trail, Colleyville, Texas 76034

Home phone: 817-733-2224

Work phone: 214-978-4109

E-mail Address: TAnderson@canteyhanger.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I served as a school board member in Birdville Independent School District (Place 7, Board of Trustees) from 2016 to 2018 until we moved to Colleyville. Before that, I served on the Birdville Education Foundation from 2014 to 2016. I was Tribute Chair in 2015, where I planned the 2016 Tribute to Leadership which raised over \$100,000.00 for BISD grants to educators. Other memberships include: Northeast Richland Lions Club, Northeast Tarrant Chamber of Commerce, and Northeast Leadership Forum (2015-2017). I have a political science degree from Texas Tech and a law degree from Texas A&M. I work as a real estate attorney at Cantey Hanger, LLP.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

I have an interest in community affairs and hope to give back to Colleyville. With all of the development in Colleyville, I believe I could be an asset in ensuring that Colleyville remains a low-density Community. I can certainly bring perspective from my community involvement in BISD and its surrounding communities, as I've seen first-hand what works and what does not work.

Signature: *L. Taylor Anderson*

Date: 6/19/20

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130. [Download the financial disclosure form here.](#)

Board, Commission, or Committee Preference: (only those with current openings)

1. PLANNING AND ZONING COMMISSION



2. CLICK TO VIEW AND CHOOSE

3. CLICK TO VIEW AND CHOOSE

Name: Ms. Mrs. ☒ Mr. Mathew Antony

Address: 5608 Heron Dr W, Colleyville, TX 76034

Home Phone: 571-527-8487 Work Phone: 571-527-8487

E-mail Address: mat.antony11@gmail.com

Fax:

☒ I understand attendance and active support is required for each appointee.

☒ I understand I am required to comply with the Texas Open Meetings Act training.

☒ I understand I must bring my own device to meetings to view packet information.

☒ By checking this line, I consent to the City's use and release of all information provided in this application, to include the address, telephone, and email address provided.

☒ Additional materials attached.

1. City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

BBA/MBA from George Washington University. Over 10 years of experience in economic development and strategic management, including land use management planning and real estate.

2. What do you perceive your role will be in serving on a board, commission, or committee?

Take Attorney General TX Open Meetings Act online training course. As a member of the Planning and Zoning Commission, review and approve plans for subdivisions and make recommendations to the City Council on the rezoning of land and amendments to the City's development regulations.

3. In your opinion, what policies / programs / assets of Colleyville are working well?

The City's strategic vision outlined in "Destination Colleyville" provides a comprehensive plan for the future. The community parks and public services are widely utilized, while the character and charm of the neighborhood continues to be preserved. Safety of neighborhood is a strong point as well.

4. What are some issues in Colleyville that may require change?

Aging population and threat to long-term viability of businesses due to stiff commercial competition from Southlake, Keller, NRH and Hurst.

5. If you could influence the City in just one way, what would that be?

Promote the City as the preferred DFW location for a diverse demography including young families and mid-career professionals.

6. Please share with us your vision for the City of Colleyville.

Promote diversity of resident population whilst also creating sustained economic opportunities for local businesses.

Signature: _____ Date: 8/14/19

MATHEW ANTONY

Dallas, Texas ▪ 571.527.8487 ▪ mat.antony11@gmail.com

PROFESSIONAL SUMMARY

International business professional with a background in global business consulting and comprehensive expertise in strategic planning, program management, business development, and client relations. Results-oriented leader with demonstrated experience working in cross-functional teams, engaging private and public C-Suite executives, building long-term relationships with external stakeholders and delivering continuous process improvements for corporate governance initiatives. Extensive travel experience in 34 countries speaking 5 languages and passionate about supporting international business development programs.

CORE COMPETENCIES

International Growth / Business Excellence / Project Leadership

PROFESSIONAL EXPERIENCE

Prismatic Table Management (PTM), LLC - Dallas, TX

Senior Consultant, Strategic Initiatives & Business Development

June 2017- present

Engaged by boutique private investment firm to serve as subject matter expert to develop a sector-agnostic portfolio of investment and management support services partnership opportunities. Responsible for market research, commercial insights and analytics for use in planning, facilitation, and management of business development ventures with corporations, foundations and philanthropists in US and overseas markets.

- Successfully developed and supported technology innovation investments pathways for \$7.5M in multiple industries including Digital/Data Analytics, EdTech, Real Estate, Mobile App Technology, Healthcare and Social Investing.
- Completed over 12 business cases using systemic approaches to solving business problems including Earned Value Management System (EVMS) and country profiling and financial risk analyses to advance the above mentioned investment initiatives.

NESTLE SKIN HEALTH (subsidiary of Nestle, SA) – Dallas, TX

Manager, Strategic Business Analysis & Commercial Excellence

February 2016 - April 2017

Directly reporting to VP of Sales [with dotted line to Director of Commercial Excellence], responsible for supporting and implementing strategic business initiatives in Rx Business Unit. Tasked with the development, monitoring and reporting of divisional metrics, KPIs and effectiveness models to optimize the performance of 200+ marketing initiatives.

- Supported the Leadership Team with the development, test and launch of a new business development model that improved sales performance by 25% above goal for strategic brands between 2016 and 2017.
- (Re)Configured business planning processes and CRM tools to foster excellence in execution for 3 Sales Directors, 20 Regional Managers and 23 Key Account Managers that resulted in identifying ~\$3M in unrealized revenue in 2016.
- Supported marketing leads in deploying segment specific digital and traditional marketing assets in 250 strategic accounts thereby improving customized messaging to ~\$350M portfolio in the medical community.

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE) INTERNATIONAL – Houston, TX

Senior Manager, Strategic Initiatives and (Global) Market Research

August 2014 – January 2016

Directly reporting to COO, tasked with leading and managing a 6-member multi-disciplinary team of managers, analysts and interns to execute key elements of the organization's strategic plan pertaining to global market expansion, corporate planning and customer engagement for its six business areas that serve 142 corporate members and 34000+ professional members in 130 countries worldwide.

- Scoped, developed and simultaneously managed 8 market research projects to ensure international growth of 5% into at least four engineering related industries, including but not limited to defense, automation, medical devices, mining,
- Completed 5 business cases for two business areas, leading to the expansion of 2 product lines and implementation of go-to-market strategy in US in 2016.
- Contributed valuable insights to the governance committees for digital strategy, global operations and customer engagement leading to increased marketing and operational effectiveness in digital space, transparency, customer segmentation and targeting.

THE GEORGE WASHINGTON UNIVERSITY – Washington, D.C

International Business Fellow, School of Business

January 2012 - July 2014

Awarded \$37K fellowship to produce scholarly research, white papers and policy briefs along with education and cultural trade missions to Turkey and Estonia. Served as Asian business risk expert on 6+ business plan competitions related to India, Ethiopia, Australia and European Union. Special projects included:

- *European Union Research Center (EURC)* – Framework for International Cyber Security Readiness
- *Cyber Security Policy and Research Institute* – Consultancy mission to NATO Cooperative Cyber Defense Centre of Excellence.
- *International Business Department Business Case Competition* – Healthcare in Ethiopia, Mobile Banking in Turkey, Unmanned Aerial Vehicles (UAV) Network System in US.
- *School of Business Investment Institute* – Equities research in aviation, manufacturing and consumer retail companies.

ECORM INTERNATIONAL, Inc. – Washington D.C Metropolitan Area.

July 2010 – July 2014

Senior Consultant, Strategic Initiatives

Reported directly to President. Formulated risk-averse strategies that addressed customer needs, market competition, and business continuity gaps for social impact start-ups and small businesses across five industries.

- Initiated and secured 3 partnership agreements that expanded the firm's service offerings under a strategy to increase revenue by 40% each quarter over five years.
- Drafted company's strategic public outreach plan and participated in over 15 public engagements with chamber of commerce, community leaders, public officials and key industry members from US, Canada, Australia, India, Papua New Guinea, Fiji, Solomon Islands, Marshall Islands, Vanuatu, Kingdom of Tonga, United Kingdom.
- Served as Project Manager on a Commonwealth commissioned, EU funded project to assess the socio-economic impact of Liberalizing Trade in Services among Pacific Island States.

ECO-EZ, Inc. – Washington D.C Metropolitan Area

January 2007 – September 2009

Senior Associate, Communications and Marketing

Lead marketing and communications strategist for international economic development firm.

- Developed and executed marketing and public relations programs that helped cultivate and maintain over 500 public & private sector relationships annually.
- Effectively managed and produced marketing assets and digital content for outreach initiatives with Chamber of Commerce(s), Prospective Investors/Partners, and Community Relations.
- Organized a trade show event for the hallmark SeaSmart Program at the 2009 Marine Aquarium Conference of North America in Atlantic City, NJ within a \$10,000 budget. Recorded over 4000 visitors over 2 days and industry-wide acclamation.

EDUCATION AND TECHNICAL ADDENDUM

George Washington University:

Bachelor of Business Administration (B.B.A) – 2008 - International Business & Political Economy

Alpha Kappa Psi Business Fraternity Vice President

Master of Business Administration (M.B.A) – 2014 - International Business & International Finance

Cohort Vice President, MBA Scholarship and Fellowship, Honors Society.

Languages: Fluent in English, Malayalam & Pacific Islands Pidgin. Working proficiency in Hindi and Tamil.

Software: MS Office Suite+Visio, Salesforce, QlikSense, Bloomberg Terminal, Tableau, SQL, MS Project, SAP, Oracle.

Affiliations: GWU-SB Advisory Board, AKPsi Business Fraternity, WITA, Catholic Charities, UN Volunteers, Old Sydneian Association, Montfort Alumni Association.

Travel: Argentina, Australia, Barbados, Belgium, Brazil, Canada, Chile, Colombia, Cuba, Ecuador, Estonia, Fiji, Finland, Germany, India, Malaysia, Mexico, Papua New Guinea, Peru, Puerto Rico, St. Kitts & Nevis, St. Lucia, St. Martin, St. Maarten, Singapore, Solomon Islands, South Africa, Thailand, Turkey, UAE, UK, Uruguay, US Virgin Islands, Vanuatu, Zimbabwe.



Application for Appointment

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Board, Commission, or Committee Preference: (only those with current openings)

1. PLANNING AND ZONING COMMISSION
2. CLICK TO VIEW AND CHOOSE
3. CLICK TO VIEW AND CHOOSE

Name: Ms. Mrs. ☒ Mr. George Bond

Address: 3104 St. Albans Circle, Colleyville, Texas 76034

Home Phone: 817-313-2222 Work Phone: 817-313-2222

E-mail Address: gbond@glbconsultingtx.com Fax: _____

- ☒ I understand attendance and active support is required for each appointee.
☒ I understand I am required to comply with the Texas Open Meetings Act training.
☒ I understand I must bring my own device to meetings to view packet information.
☒ By checking this line, I consent to the City's use and release of all information provided in this application, to include the address, telephone, and email address provided.
____ Additional materials attached.

1. **City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

Historical Preservation Committee. Degree in Petroleum Land Management. Headed regulatory work with multiple municipalities, RRC and TCEQ. Familiar with landowner rights, setbacks, etc.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

To be fair and honest. Keeping the balance between property owner rights and what is right for the community. Keeping up to date on current community issues to insure proper decisions are made.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

The current council has made many great strides including recently proposing an effective tax rate reduction. The Highway 26 Grant program also comes to mind as a way the city shows that it supports our many businesses along our main corridor.

4. **What are some issues in Colleyville that may require change?**

Colleyville is known for its rural feel and low density neighborhoods. While protecting this important commodity that we have here, we must also be willing to work with local business that also want to call our great city home. Finding that balance is a challenge but one that will always need attention.

5. **If you could influence the City in just one way, what would that be?**

I think I would not be in the minority to say that Colleyville has a unique charm that is hard to find in many of DFW's communities. City leaders should strive to keep it unique while also moving forward.

6. **Please share with us your vision for the City of Colleyville.**

I see Colleyville as a community of strong neighborhoods and citizens. I want to see us work hard to continue to make Colleyville a place that our children will one day want to move back home to.

Signature:  Date: 9/13/2019

All information provided is public pursuant to the Texas Public Information Act. Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; cloven@colleyville.com or kseiger@colleyville.com.



Application for Appointment

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Board, Commission, or Committee Preference: (only those with current openings)

1. CLICK TO VIEW AND CHOOSE Sidewalk Committee
2. CLICK TO VIEW AND CHOOSE Planning and Zoning Commission per email
3. CLICK TO VIEW AND CHOOSE

Name: Ms. Mrs. (Mr) Matthew Little

Address: 4912 Jim Mitchell Trail E, Colleyville, TX 76034

Home Phone: _____ Work Phone: 817-266-1711

E-mail Address: matt@texlandco.com Fax: _____

- ☒ I understand attendance and active support is required for each appointee.
☒ I understand I am required to comply with the Texas Open Meetings Act training.
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☐ Additional materials attached.

1. **City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I have 35+ yrs. of land development experience and currently own a construction and development site services company. As well as I'm a partner in a development company with my brother in Ellis County.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

As a Colleyville citizen, I have a vested interest in the process and outcome of this program. My experience in developing also lends to a ~~very~~ common sense approach to planning as well as how, ~~and~~ where, and when placement or improvements should occur.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

I've recently built a detached structure at my home in Colleyville and have been pleased with the response time of my inspectors. Other than that, I'd say trash collection is relatively robotic and consistent which is good.

4. **What are some issues in Colleyville that may require change?**

I believe the problems/issues Colleyville suffers from, is a lack of construction and contractor knowledge and involvement. As a whole, this type of personnel understands timing, seasonal influence/interference, permitting requirements, bonding and

5. **If you could influence the City in just one way, what would that be?**

My experience puts me at a distinct advantage to ~~many~~ others looking to get involved in city construction programs. I believe I am an asset to the city because my common sense and no nonsense approach to decision making, as well

6. **Please share with us your vision for the City of Colleyville.**

Colleyville is ~~unlike~~ unlike most other communities in ~~the~~ NE Tarrant County because it's mostly built out and only needs ~~for~~ attention to some roadways and areas where there still remains a need for improvement aesthetically.

Signature: [Signature] Date: 7/22/19



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130. Download the financial disclosure form here.

Board, Commission, or Committee Preference: (only those with current openings)

1. AD-HOC COMMITTEE Pedestrian Transportation
2. CLICK TO VIEW AND CHOOSE Planning and Zoning Committee
3. CLICK TO VIEW AND CHOOSE

Name: Ms. Mrs. ☒ Mr. Becky Mata

Address: 3920 Ivy Glen, Colleyville, TX 76034

Home Phone: 9152413653

Work Phone: _____

E-mail Address: beckymata@hotmail.com

Fax: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I am required to comply with the Texas Open Meetings Act training.
- ☒ I understand I must bring my own device to meetings to view packet information.

____ By checking this line, I consent to the City's use and release of all information provided in this application, to include the address, telephone, and email address provided.

____ Additional materials attached.

1. **City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I have been involved with several bar organizations since 2010 that include the following: State Bar of Texas Leadership Class, Former President and Board of Director for the Tarrant County Young Lawyers Association, Board Member for the Tarrant County Bar Association, and Texas Young Lawyers Board of Director.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

To provide feedback and suggestions regarding access to trails, sidewalks, etc. for Colleyville residents.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

I think the rotaries that were created several years ago are extremely useful to ease traffic congestion. I also like the new additions to the Colleyville Public Library. I think the new space currently under construction will be another great addition that Colleyville residents can enjoy with their families.

4. **What are some issues in Colleyville that may require change?**

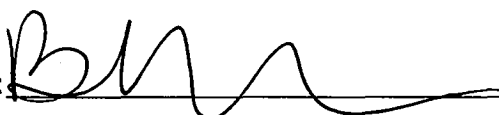
I think the addition of some sidewalks will benefit Colleyville residents.

5. **If you could influence the City in just one way, what would that be?**

To create more sidewalks.

6. **Please share with us your vision for the City of Colleyville.**

I would like to preserve Colleyville's charm and aesthetic. I also think that adding additional sidewalks in some areas will contribute to the city while also benefitting residents by encouraging active lifestyles for walking, running, etc.

Signature: 

Date: 7/23/19

All information provided is public pursuant to the Texas Public Information Act. Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; cloven@colleyville.com or kseiger@colleyville.com.



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130. [Download the financial disclosure form here.](#)

Board, Commission, or Committee Preference: (only those with current openings)

1. PLANNING AND ZONING COMMISSION 
2. CLICK TO VIEW AND CHOOSE
3. CLICK TO VIEW AND CHOOSE

Name: Ms. ☒ Mrs. ☐ Mr. Sayed Bilqees Syed

Address: 6705 Sapphire Circle North, Colleyville, Texas 76034

Home Phone: (817)913-0474

Work Phone: _____

E-mail Address: sbilqees@gmail.com

Fax: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I am required to comply with the Texas Open Meetings Act training.
- ☒ I understand I must bring my own device to meetings to view packet information.
- ☒ By checking this line, I consent to the City's use and release of all information provided in this application, to include the address, telephone, and email address provided.
- ☒ Additional materials attached.

1. **City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
As per Attached Sheet.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**
I would like to volunteer because i want to use my talent, education and professional experience to contribute my community.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
In my opinion Colleyville is working well in construction/ improvement of roadways, managing traffic, lowering / managing our property tax rates. Colleyville library programs are really good for kids of all ages although there is always room for improvements.

4. **What are some issues in Colleyville that may require change?**
There is no aquatic center (indoor/outdoor) in Colleyville like other neighboring cities. Lack of communication between city and Homeowner's Associations.

5. **If you could influence the City in just one way, what would that be?**
i would like to be active on social media and the other recources that are available nowadays to connect with our community and the rest of the world.

6. **Please share with us your vision for the City of Colleyville.**
To make Colleyville a family oriented and bussiness minded city, one that has the old world charm of Main Street USA while looking forwards and beyond the 21st century.

Signature: _____

Date: July 11, 2019

All information provided is public pursuant to the Texas Public Information Act. Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; cloven@colleyville.com or kseiger@colleyville.com.

1. City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

- Worked as Flood Control / SCADA Engineer (City of Dallas, Trinity Watershed Management)
- Member, Tarrant County Appraisal Review Board (January 1, 2019 ~ December 31, 2020).
- Member, Metroport Teen Court advisory Board since October 2017.
- Member, Architectural Review Commission since February 2018.
- Member, Zoning Board of Adjustment/ Sign Board of Appeals since October 2018.
- Member, Society of American Engineers (SAE)
- Member, American Society of Mechanical Engineers (ASME)
- PE (Professional Engineer, Pakistan)
- President, Sapphire enclave HOA, Colleyville.
- M. S. Mechanical Engineering

SAYEDA BILQEES SYED

1

SAYEDA BILQEES SYED

6705 Sapphire Circle North, Colleyville TX 76034

USA: (817)913-0474 (H)

E-mail: sbilqees@gmail.com

SUMMARY

- Hands on experience in product development, production and project engineering, with masters in manufacturing engineering.
- Hands on experience in chassis engineering that include; planning, production, quality, reliability, cost reduction and continues improvement of the product
- Supported and lead projects globally & a good team player, proven ability to operate across organizational boundaries to drive product reliability and process quality improvements.
- Hands-on experience in all phases of product development, product specifications, launch/on-going product and manufacturing process improvement.
- Well experienced in CAE and CAD tools.
- Strong background in Process planning, Manufacturing, Quality and Reliability , Cost Control/Reduction
- Proven ability to lead, manage and train multi-disciplinary and culturally diverse workforce.
- Excellent interpersonal and team-building skills. Strong oral and written communication skills and ability to deliver presentations to all levels of management.
- Skilled in all common Microsoft application tools, such MS-Word, Excel, Access and PowerPoint.
- Assisted in launch, supported multiple projects in Pakistan, Afghanistan (United Nation) & Japan.
- Have a working experience of Hino Motors Pakistan (with technical collaboration of Hino Motors Japan).
- Knowledge of single & three phase circuit, analog and digital circuit.
- Skilled in PLC, CNC machine operation and programming, and reverse engineering.

SKILLS MATRIX

Hands on working experience in the following discipline:

- | | |
|----------------------------------|---|
| • Manufacturing engineering | • Product Development |
| • Process planning & development | • Product Launch & readiness |
| • Project engineering management | • Productivity improvement |
| • Quality control/ assurance | • Inspection techniques |
| • Product pricing/ estimation | • Cost Reduction by process improvement |

Good Engineering & management skills in :

- | | | |
|-----------------------|--|----------------------|
| • Kaizen | • Control Plans | • Six Sigma |
| • Vendor's management | • 5"S" | • Quality road map |
| • Chassis assembly | • Cost management | • Warranty issues |
| • Weight reduction | • Time management | • Specialize vehicle |
| • Management | • Problem solving & continuous improvement | • Production |

Computer Skills: Language

Systems & Packages:

- Led major design (local modification) and process improvement efforts within the product development and manufacturing departments to improve processes that touch internal and external customers.
- Met with the vendors to support the program and maintain the quality and reliability of the product
- Checked supplier process to follow the quality engineering philosophy.
- Provided the weekly updates to the top management regarding project.
- Forecasted the work load and manage the resources accordingly.

**N.E.D University of Engineering & Technology:
Visiting Faculty Member
Mechanical Engg. and Manufacturing Engg. Department**

Dec 2005 – July 2007

Worked as external examiner (part time) for under graduate program.

Hino Motors Karachi

June 2000 – Sep 2000

- Worked as Intern in Progressive manufacturing department (Assembly Operation Plant).

EDUCATION

MS, Mechanical Engineering (Specialization in Manufacturing Engineering) ; (2005)

N.E.D. University of Engineering & Technology, Karachi

BS, Mechanical Engineering. (2002)

N.E.D. University of Engineering & Technology, Karachi

PROFESSIONAL ASSOCIATION

- Member of SAE, ASME, PE Pakistan



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130. [Download the financial disclosure form here.](#)

Board, Commission, or Committee Preference: (only those with current openings)

1. PLANNING AND ZONING COMMISSION
2. AD HOC COMMITTEE _____ Sidewalk Committee _____
3. CLICK TO VIEW AND CHOOSE

Name: Ms. Mrs. ☒ Mr. Lawrence Williamson Jr.

Address: 709 Thomas St.

Home Phone: 817-791-4730 Work Phone: 817-791-4730

E-mail Address: Lawrence.S.Williamson@gmail.com Fax: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I am required to comply with the Texas Open Meetings Act training.
- ☒ I understand I must bring my own device to meetings to view packet information.
- ☒ By checking this line, I consent to the City's use and release of all information provided in this application, to include the address, telephone, and email address provided.
- ☒ Additional materials attached.

1. **City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

Formerly education employee in Torrance, CA (Special Education), currently federally licensed aircraft dispatcher with a great deal of experience in learning local, regional, and federal regulations.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

Evaluating city code as it relates to zoning and potential zoning changes that benefit the needs of the community and preservation of the character of Colleyville.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Colleyville is a fantastic example of how to deliver modern conveniences in a semi-rural hometown environment. Nothing has been "bad". Things like the development around City Hall have been slower than ideal but I see a positive future there as well.

4. **What are some issues in Colleyville that may require change?**

Incentives for new business to offset the recent DOT project on 26 may be required. Diversity and sustainability should be a primary focus.

5. **If you could influence the City in just one way, what would that be?**

To continue to move towards modernization with a few specific venues for community activities while keeping the overall neighborhood at large firmly in the suburban/rural category.

6. **Please share with us your vision for the City of Colleyville.**

A community with larger lots than typically found in DFW, where lower population densities provide a better quality of life for residents. Where business thrives but is isolated to specific corridors.

Signature:  Date: 07/12/19

All information provided is public pursuant to the Texas Public Information Act. Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; cloven@colleyville.com or kseiger@colleyville.com.

RESOLUTION R-19-4424

**A RESOLUTION APPOINTING A MEMBER TO THE
PLANNING AND ZONING COMMISSION**

WHEREAS, there is one vacancy, Place 3, on the Planning and Zoning Commission with an unexpired term of September 2020.

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

Sec. 1. THAT the Colleyville City Council hereby appoints the following person to Place 3, to serve through the unexpired term of September 2020:

- Place 3 –

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS
THE 2ND DAY OF OCTOBER.

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 10/2/2019

Number Resolution R-19-4425

Type Resolution

Department City Secretary

Title

Approving a settlement agreement in connection with a notice of claim filed by claimant Lacey Arencibia, arising from an incident involving a motor vehicle, dated August 19, 2019

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

Approval of this resolution will approve a settlement agreement in connection with a notice of claim filed by claimant Lacey Arencibia, arising from an incident involving a motor vehicle dated August 19, 2019.

Financial Impact

Funds are available in the FY2019 budget.

Recommendation

Approve

Attachments

1. Resolution R-19-4425

RESOLUTION R-19-4425

**A RESOLUTION APPROVING A SETTLEMENT AND RELEASE
AGREEMENT IN CONNECTION WITH A NOTICE OF CLAIM DATED
AUGUST 20, 2019 FILED BY CLAIMANT LACEY ARENCIBIA**

WHEREAS, on August 20, 2019, Lacey Arencibia filed a notice of claim for damage to her vehicle resulting from an exposed pipe in the road way along Bransford Road on or about August 19, 2019; and

WHEREAS, following investigation, the Colleyville City Council believes it to be in the best interest of the City to settle the claim.

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

Sec. 1. THAT the Colleyville City Council hereby authorizes the City Manager to settle the claim in an amount not to exceed \$12,250, and to execute a full settlement and release agreement in connection with the same.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 2ND DAY OF OCTOBER.

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6c

Agenda Date 10/2/2019

Number Resolution R-19-4426

Type Resolution

Department City Manager

Title

A resolution nominating candidates to the Tarrant Appraisal District (TAD) Board of Directors

Strategic Plan

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

The Tarrant Appraisal District (TAD) is seeking nominations for candidates to serve on the Board of Directors. The terms of service for the five members of the current Board of Directors will expire on December 31, 2019. Each voting unit may nominate one candidate for each of the five positions to be filled, but are not required to make any nomination or may nominate any number up to five. Nominations must be submitted to the Chief Appraiser as a resolution or official action adopted by the City Council, by October 15, 2019.

The current TAD Board of Directors are:

Joe Potthoff, Chairman

Michael Leyman

John Molyneaux, Secretary

Mike O'Donnell

Mark Wood

Wendy Burgess, Tarrant County Tax Assessor-Collector

In order to be eligible to serve as directors, the nominees must have resided in Tarrant County for at least two years prior to January 1, 2020. They may serve on the governing body of a taxing unit in the County and still be eligible to serve as a Director. However, an employee of a taxing unit is prohibited from serving as a Director unless that employee is also an elected official of the governing body. A Director may not be related to a person who is in the business of appraising property for property tax purposes or represents property owners for compensation in proceedings in the appraisal district or appraises property for use in a proceeding in the appraisal district or who is employed by the appraisal district. A person is ineligible to serve as a director if the individual, or a business in which the individual has a substantial interest, enters into a contract with the appraisal district or enters into a contract with a taxing unit in the district, if that contract relates to the performance of

an activity governed by Title I of the Texas Property Tax Code (for example, appraising property for tax purposes or determining eligibility for exemptions). A substantial interest exists where the individual and spouse have a combined ownership of at least 10% of the voting stock or shares of a business, or either of them is a partner, limited partner or an officer.

Based on the 2019 adjusted tax levy, Colleyville will have 20 votes to cast for the election, which will take place by December 15, 2019.

This item allows the opportunity for City Council to nominate candidates for the TAD Board of Directors.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-19-4426

RESOLUTION R-19-4426

**A RESOLUTION NOMINATING CANDIDATES FOR THE
TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City of Colleyville contracts with the Tarrant Appraisal District (TAD) for setting property valuations; and

WHEREAS, the City of Colleyville is entitled to nominate one candidate for each of the five positions on the Tarrant Appraisal District Board of Directors; and

WHEREAS, the terms of the TAD Board of Directors expire December 31, 2019.

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

Sec. 1. THAT the City of Colleyville nominates the following to serve on the Tarrant Appraisal District Board of Directors:

-
-
-
-
-

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS
THE 2ND DAY OF OCTOBER 2019.

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 6d

Agenda Date 10/2/2019

Number Resolution R-19-4427

Type Resolution

Department Public Works

Title

Approval of the application for, and acceptance of, grant funding from the Office of the Governor, Emergency Management Division, Homeland Security Grant Program, and designating the City Manager or his designee as the authorized official

Strategic Plan

5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

As a member of the North Central Texas Public Works Emergency Response Team (PWERT), Colleyville Public Works was awarded a \$43,000.00 grant as part of the 2019 State Homeland Security Program (SHSP) allocation to the North Central Texas Council of Governments (NCTCOG). A council resolution, accepting the grant, is required before the release of award funds. Also, a formal designation of an Authorized Official (AO) is required for grant management access through the Office of the Governor's eGrants web portal. The purpose of this item is to allow the City Manager to accept the grant award as the City's Authorized Official (AO).

The City of Colleyville Public Works Department is a participating agency in the North Central Texas Public Works Emergency Response Team (PWERT). PWERT was established to provide public works facilities, equipment, personnel and assistance in times of disasters and catastrophes. This equipment will be housed and available for daily use by the Colleyville Public Works department. The only requirement is the equipment be maintained and available for regional and state-wide disaster deployments.

The trailer will be available for use by the City for severe weather, flooding, or snow/ice event response; disaster response, and large City-sponsored special events. The trailer will increase the City's disaster preparedness capabilities. The trailer will come equipped with (1) air compressor, (10) hand operated pull saws, (10) gasoline operated chainsaws, and (10) portable generators.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. PWERT Grant
2. Resolution R-19-4427

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3742901	Award Amount:	\$43,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2019 - 09/30/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2020	Total Project Cost:	\$43,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Colleyville, City of		
Project Title:	2019 SHSP - Colleyville - PWERT Equipment Cache Enhancement Response Trailer		
Grant Manager:	Chelssie Lopez		
DUNS Number:	091362681		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:			

Federal/State EMW-2019-XX-XXXXX**Award ID****Number:****Total Federal****Award/State** \$100.00
Funds**Appropriated:****Pass Thru****Entity Name:** Texas Office of the Governor – Homeland Security Grants Division (HSGD)**Is the Award****R&D:** No**Federal/State**
Award**Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

RESOLUTION R-19-4427

A RESOLUTION PROVIDING FOR THE APPLICATION AND ACCEPTANCE OF GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR, EMERGENCY MANAGEMENT DIVISION, HOMELAND SECURITY GRANT PROGRAM AND DESIGNATING THE CITY MANAGER OR HIS DESIGNEE AS THE AUTHORIZED OFFICIAL

WHEREAS, the Colleyville City Council finds that it is in the best interest of the citizens of Colleyville, Texas to apply for and accept grant funding to enhance the region's capability to respond to local effort to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, through the purchase of a regional Emergency Response Trailer containing chainsaws, pull saws, cones, barricades, air compressor, and generators.

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

- Sec. 1. THAT the Colleyville City Council approves the application for grant funding and accepts the grant funding, Grant Number 3742901, through the Office of the Governor, Emergency Management Division, Homeland Security Grant Program for an Emergency Response Trailer.
- Sec. 2. THAT the Colleyville City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.
- Sec. 3. THAT the Colleyville City Council authorizes the City Manager or his designee as the grantee's authorized official to execute all documentation and actions related to the application and acceptance for funding, through the Office of the Governor, Emergency Management Division, Homeland Security Grant Program.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS
THE 2ND DAY OF OCTOBER 2019.

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

RESOLUTION R-19-4428

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
OCTOBER 2, 2019**

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 ON THIS THE 2ND DAY OF
OCTOBER 2019.

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