



# **City of Colleyville City Council Agenda**

City Hall  
100 Main Street  
Colleyville, Texas  
76034  
817.503.1000  
[www.colleyville.com](http://www.colleyville.com)

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Tuesday, September 15, 2020

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## **CITY COUNCIL PORTRAITS - 4:00 P.M. - CITY HALL**

### **WORKSESSION - 5:30 PM**

### **EXECUTIVE CONFERENCE ROOM - THIRD FLOOR**

#### **CALL TO ORDER**

**WS-1** Discussion of the strategy to retire Colleyville Economic Development Corporation (CEDC) debt

**WS-2** Explanation of electioneering lottery

**WS-3** Discussion of the September 15, 2020, 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 the 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 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.**

**INVOCATION: Pastor Josh Anderson, Colleyville Presbyterian**

**PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt**

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-20-4534**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**  
**Announcements of civic and charitable events**  
**Presentation of calendar events and updates**  
**Announcements of awards and recognition**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-20-4535**
  - 4a** Approval of the minutes of the regular City Council meeting of September 1, 2020
  - 4b** 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
  - 4c** Approval of the FY2021 fleet replacement schedule
  - 4d** Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
  - 4e** Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
  - 4f** Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
  - 4g** Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner
  - 4h** Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner



**5. ITEMS NOT FOR CITY COUNCIL ACTION**

**5a** Monthly Financial Report - August 2020

**5b** Update on Economic Development efforts

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

**6a Ordinance O-20-2133**

Amending Ordinance O-19-2094 relating to the Fiscal Year 2020 budget

**6b Ordinance O-20-2134**

Adoption of the proposed Fiscal Year 2021 budget

**6c Ordinance O-20-2135**

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2021

**6d Ordinance O-20-2136**

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

**6e Ordinance O-20-2137**

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

**6f Ordinance O-20-2138**

Approval of a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 Rate Review Mechanism filing and adopting tariffs reflecting rate adjustments consistent with the negotiated settlement

**7. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING**

**7a Ordinance O-20-2127**

Consideration for a Special Use Permit for a day care center on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-015

**7b Ordinance O-20-2128**

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for hours of operation on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-012

**8. CITIZEN COMMENTS****9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR - READING AND PUBLIC HEARING - RESOLUTION R-20-4536****10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, September 11, 2020* 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  
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**Agenda Number** WS-1

**Agenda Date** 9/15/2020

**Type** Worksession

**Department** Finance

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## **Title**

Discussion of the strategy to retire Colleyville Economic Development Corporation (CEDC) debt

## **Explanation**

The Colleyville Economic Development Corporation currently has \$4,775,000 in debt principle outstanding. These bonds are scheduled to retire in FY2029, but staff has devised a plan to call the debt now, saving almost \$650,000 in interest payments. This worksession item will review the plan and its financial impact on the City.

## **Attachments**

1. Debt Call CEDC Presentation

# **CEDC Debt Call**

City Council Worksession  
September 15, 2020

# Debt Plan



- TIF is eligible to repay the CEDC for \$5.5m in bonds that were spent on TIF-eligible projects
- TIF transfers \$5.5m to CEDC
- CEDC will pay \$4.775m in remaining principle
- \$645,000 in interest saved
- Frees up \$600,000 annually in CEDC budget

| FY   | Principal |                  | Interest |                | Total DS            |
|------|-----------|------------------|----------|----------------|---------------------|
| 2021 | \$        | 470,000          | \$       | 130,752        | \$ 600,752          |
| 2022 | \$        | 490,000          | \$       | 116,928        | \$ 606,928          |
| 2023 | \$        | 500,000          | \$       | 102,672        | \$ 602,672          |
| 2024 | \$        | 510,000          | \$       | 88,128         | \$ 598,128          |
| 2025 | \$        | 530,000          | \$       | 73,152         | \$ 603,152          |
| 2026 | \$        | 540,000          | \$       | 57,744         | \$ 597,744          |
| 2027 | \$        | 565,000          | \$       | 41,832         | \$ 606,832          |
| 2028 | \$        | 575,000          | \$       | 25,416         | \$ 600,416          |
| 2029 | \$        | 595,000          | \$       | 8,568          | \$ 603,568          |
|      | \$        | <b>4,775,000</b> | \$       | <b>645,192</b> | <b>\$ 5,420,192</b> |

# Questions and Discussion



# City of Colleyville City Council Agenda Briefing

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**Agenda Number** WS-2

**Agenda Date** 9/15/2020

**Type** Worksession

**Department** City Secretary

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## **Title**

Explanation of electioneering lottery

## **Explanation**

This item provides for the City Secretary to review the process for those wishing to electioneer on City property to register and participate in an electioneering location lottery.

The City's website has been updated as attached and provides for the registration form to be completed and forwarded to the City Secretary for acknowledgment.

## **Attachments**

1. City of Colleyville Website - Elections
2. Electioneering Registration Form

## Elections

### **COLLEYVILLE CITY HALL OR LIBRARY IS A VOTE CENTER FOR ALL ELECTIONS**

### **ALL WHO WISH TO ELECTIONEER MUST REGISTER AND PARTICIPATE IN A LOTTERY FOR SPACE IN THE ELECTIONEERING LOCATION**

#### **Colleyville City Hall/Library an Early Voting and Election Day Polling Place**

The Tarrant County Elections Administration coordinates with the City of Colleyville to participate in the Vote Centers Program which provides for the same 340 Tarrant County sites to be established as a Vote Center, making it easier for voters to find a place to vote by being consistent with the list of locations selected year after year. Vote Centers are intended to be used for all elections: Primary, Runoff, General, and Special Elections.

As Colleyville City Hall and the Library are used as a Vote Center, the City of Colleyville City Council has designated an area south of the City Hall and the Library, and outside of the parking lot immediately accessible to the Vote Center, as a Designated Electioneering Location. **Resolution R-20-4515** provides for a reasonable time, place, manner, and regulations for electioneering on City-owned public property, particularly given the fact that the public property adjacent to City Hall is regularly used for various public events and other purposes for which it is imperative adequate open space, ingress and egress access points, and public parking facilities must be maintained to ensure those areas continue to operate in a safe and effective manner.

#### **ELECTIONEERING LOTTERY – REGISTRATION REQUIREMENT**

##### **Registration required for all who wish to electioneer on City property for ANY election**

As provided in **Resolution R-20-4515** and the attached City Hall Polling Place Electioneering Regulations, a lottery drawing for the space which may be occupied with a tent or canopy in the allowed electioneering location will be conducted within seven days of the first day in which political signs, tents, and/or canopies may be placed.

All who wish to electioneer must complete the **ELECTIONEERING LOCATION LOTTERY REGISTRATION FORM** which is required for every election, and must be submitted to the City Secretary, not later than the 12<sup>th</sup> day before early voting begins. Receipt of the form must be acknowledged by the City Secretary and the date, time, and place of the drawing will be provided to the applicant at the time of acknowledgement. A **Map** of the electioneering location is provided with the City Hall Polling Place Electioneering Regulations, attached to Resolution R-20-4515.



## NOVEMBER 3, 2020 EARLY VOTING AND ELECTION DAY

Early voting for the November 3, 2020 Elections will be held at the Colleyville Public Library, 110 Main Street, 2 Floor, and other locations throughout Tarrant County. Registered voters may vote at any of the early voting sites in Tarrant County. A complete list of early voting sites, when finalized, is available at: <http://access.tarrantcounty.com/en/elections.html>

### EARLY VOTING AND ELECTION DAY BY PERSONAL APPEARANCE DAYS AND HOURS

|                       |                        |                        |
|-----------------------|------------------------|------------------------|
| October 13-17 .....   | Tuesday-Saturday ..... | 8:00 a.m. – 5:00 p.m.  |
| October 19 – 23 ..... | Monday – Friday .....  | 8:00 a.m. – 5:00 p.m.  |
| October 24 .....      | Saturday.....          | 7:00 a.m. – 7:00 p.m.  |
| October 25 .....      | Sunday.....            | 11:00 a.m. – 4:00 p.m. |
| October 26-30.....    | Monday – Friday.....   | 7:00 a.m. – 7:00 p.m.  |
| November 3.....       | Tuesday.....           | 7:00 a.m. – 7:00 p.m.  |

For additional upcoming election information, applications for a ballot by mail, vote center locations, to check voter registration, or to make changes to your registration information, voter identification requirements, and other voter information, access the Tarrant County Elections Administration website at <http://access.tarrantcounty.com/en/elections.html> or call Tarrant County Elections Administration at 817.831.8683. You may also wish to visit the Texas Secretary of State website at <http://sos.state.tx.us> or call 800.252.VOTE (8683).

### CITY OF COLLEYVILLE ELECTIONS FOR MAYOR AND CITY COUNCIL

#### Municipal Elections

The Office of the City Secretary is responsible for conducting the general election to elect officers of the City. The General Election is held on the first Saturday in May of each year as prescribed by the Election Code of the State of Texas and the City Charter. The Office of the City Secretary coordinates with Tarrant County elections for local, state and federal elections.

#### Future Local Elections

- May 2021 - Elect Councilmembers to Places 5 and 6
- May 2022 - Elect Mayor and Councilmembers to Places 1 and 2
- May 2023 - Elect Councilmembers to Places 3 and 4

Other elections may be called as needed in accordance with the Texas Election Code.

If you plan to electioneer during any election, please review **Resolution R-20-4515** and complete the **Electioneering Lottery Registration Form** to be submitted to the City Secretary no later than the 12<sup>th</sup> day before early voting begins.



# City of Colleyville

## ELECTIONEERING LOCATION

## LOTTERY REGISTRATION FORM

**You must download and save this form to email as a separate document.**

By Colleyville City Council Resolution R-20-4515, all who wish to electioneer on/in the designated electioneering location must register for and participate in the location lottery. Please complete the registration below and return to the Colleyville City Secretary, not later than the 12<sup>th</sup> day before early voting begins, by email with **Electioneering Registration** in the subject line to: [cloven@colleyville.com](mailto:cloven@colleyville.com), US Mail: City of Colleyville, City Secretary, 100 Main Street, Colleyville, TX 76034, or in person in the Office of the City Secretary, Colleyville City Hall, 100 Main Street, Third Floor, Colleyville, TX, 76034. **THIS FORM MUST BE ACKNOWLEDGED BY THE CITY SECRETARY TO BE VALID FOR THE LOTTERY REGISTRATION. THE DATE, TIME, AND PLACE OF THE DRAWING WILL BE PROVIDED TO THE APPLICANT AT THE TIME OF ACKNOWLEDGEMENT.**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Candidate, party, or measure campaigning for: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Should there be a violation of these regulations which requires the City of Colleyville to require corrective action, who should be contacted?

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- ☐ I understand myself or a designated representative must be present for the lottery drawing.
- ☐ I have read and understand the Electioneering Regulations, to include location(s), number of signs, tents, and canopies which are allowed on the premise and further understand I must comply with all city, state and federal electioneering laws, codes, and regulations.
- ☐ I understand signs, canopies, and tents may not be placed earlier than 24 hours prior to the commencement of the early voting period and must be removed not later than 10:00 a.m. the day immediately following Election Day.
- ☐ I understand violation of the Electioneering Regulations may result in forfeiture or relocation of space or removal from the electioneering area.

Signature: \_\_\_\_\_

### OFFICE USE

Date and time received: \_\_\_\_\_ Entered into data base: \_\_\_\_\_

Acknowledged via: Phone \_\_\_\_\_ Email \_\_\_\_\_



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**Agenda Number** WS-3

**Agenda Date** 9/15/2020

**Type** Worksession

**Department** City Secretary

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## **Title**

Discussion of the September 15, 2020, City Council regular agenda items



# City of Colleyville City Council Agenda Briefing

City Hall  
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**Agenda Number 1**

**Agenda Date** 9/15/2020

**Type** Executive Session

**Department** City Secretary

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## **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 the 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 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

**RESOLUTION R-20-4534**

**A RESOLUTION APPROVING COUNCIL ACTION  
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR  
CITY COUNCIL MEETING OF SEPTEMBER 15, 2020**

**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 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| 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-20-4535**

### **A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020**

**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 1, 2020
  - b. 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
  - c. Approval of the FY2021 fleet replacement schedule
  - d. Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
  - e. Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
  - f. Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
  - g. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

- h. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_ AYES, \_ NAYS ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

Mayor Richard Newton \_\_\_\_\_  
Place 1, Tammy Nakamura \_\_\_\_\_  
Place 4, George Dodson \_\_\_\_\_  
Place 6, Callie Rigney \_\_\_\_\_

Mayor Pro Tem Bobby Lindamood \_\_\_\_\_  
Place 3, Kathy Wheat \_\_\_\_\_  
Place 5, Chuck Kelley \_\_\_\_\_

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor



# City of Colleyville City Council Minutes - Draft

City Hall  
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Tuesday, September 1, 2020

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Mayor Pro Tem Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, September 1, 2020, at 5:00 p.m.

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

**ABSENT:** Mayor Richard Newton

**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, Finance Director Kyle Lester, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

**WS-1** Update on the Enterprise Fleet Management program

Assistant City Manager Adrienne Lothery presented this item, providing a review of the vehicles leased and sold under the agreement with Enterprise to date. She noted 37 vehicles have been delivered, which includes two vehicles added mid-year, and 18 vehicles have been sold, with eight currently in process, with the expectation of all planned vehicles (40) being sold by the end of the fiscal year. Manager Lothery reviewed the elements of the FY21 and FY22 replacement and management plans, noting the City will capitalize on the operating savings in FY22.

There was general discussion regarding the savings and plan success.

**WS-2** Discussion regarding amending the Land Development Code Section 3.28 Supplementary District Regulations regarding parking of recreational and commercial vehicles

Community Development Director Ben Bryner presented this item, reviewing the Municipal Code and Land Development Code as currently written and enforced. There was discussion regarding on street parking, side yard storage, enforcement and application to recreational vehicles. City Manager Jerry Ducay and Councilmembers discussed the number and type of complaints received regarding on street and side yard parking. City Manager Ducay noted enforcement occurs on a complaint basis.

There was further discussion regarding zoning, lot sizes, and corner lots. City Council directed staff to review the residential regulations and provide clarity to the regulations, allow two week stays for the recreational vehicles, increase the time



allowed for vehicles to be on the street to 48 hours, and bring back recommendations which provide for zoning and lot size exceptions.

**WS-3** Update on implementation of the Pedestrian Transportation Committee recommendations

Assistant City Manager Adrienne Lothery presented this item noting in November of 2019, the Pedestrian Transportation Ad-Hoc Committee had brought forth recommendations on priorities for the City Council to consider regarding sidewalks and trails. She stated this item provides for an update on implementation plans, as well as an overview of funding set aside in the Capital Improvement Plan to allow for continued implementation efforts and a funding strategy going forward. Manager Lothery reviewed the implementation status of several projects, a planning strategy, and possible funding sources.

Mayor Pro Tem Lindamood suggested the Capital Improvement Plan include funding for pedestrian trails/sidewalks along Bedford Road. Additional discussion included segments of Glade Road (east of Pool), LD Lockett and John McCain. Staff reported design engineering is underway for Bransford Road with construction slated for next year.

There was agreement that improvements should be prioritized as part of a long term capital plan. Priority should be given to projects that improve safety, provide maximum benefit to the community and enjoy a dedicated funding source. City Council agreed with this priority-based strategy which provides for prioritization, grants, and a developed CIP model.

**WS-4** Discuss strategy to expedite completing construction of the John McCain / Westcoat roundabout

Public Works Director Ray Silva-Reyes presented this item. He explained if a full closure was utilized, the project would be complete in 75 calendar days, closure on September 8, completion and opened intersection to traffic on November 23. This would save 195 construction days over the current partial closure which is experiencing traffic delays due to the light timing.

There was discussion regarding the detour, notification to residents, and communication on the City's website. City Council directed staff to move forward with the full closure.

**WS-5** Discussion of the September 1, 2020, City Council regular agenda items

There was no discussion under this item.

Mayor Pro Tem Lindamood closed the Worksession at 6:06 p.m. and called the Executive Session to order at 6:07 p.m. and called the roll:

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

**ABSENT:** Mayor Richard Newton

**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 the 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 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

Mayor Pro Tem Lindamood explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. Executive Session was adjourned at 6:55 p.m.

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

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

**ABSENT:** Mayor Richard Newton

**INVOCATION:** Amy Goble, Bear Valley 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-20-4530**

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**

Mayor Pro Tem Lindamood and City Councilmembers made the following announcements:

**Fire Department Lending a Hand:** Recently the Colleyville Firefighters Association (Local 5268) took it upon themselves to help a citizen in need. Unlike the assistance they provide our residents daily, this case involved overgrown landscaping. The senior resident, a widow, had some overgrown landscaping that was impeding access to a nearby sidewalk. Her husband had been a volunteer member and Chief of our fire department back in the 1970s. When our exceptional team became aware of the need, they sprang into action and cleared the overgrown landscaping. We are fortunate to have such a great team of individuals who continually remind us of the power of serving others. Thank you Colleyville Firefighters Association Local 5268.

**Fire Department and Public Works Team Members Deployed for Laura:** The fire department deployed two members last week as a part of the Texas Emergency Medical Task Force, in support of the Hurricane Laura response. Firefighter Harper and Firefighter Fargo were originally assigned to patient evacuation from affected areas, but have been redirected to administrative roles. They are working with command staff coordinating supplies and personnel for the incident. They rode out the storm inside the Ford Center in Beaumont. Sleep has been scarce, but they are well fed and safe. We anticipate a seven day tour, after which, they will either return home or possibly be relieved by replacement personnel.

This week the Public Works team deployed four members as well. Public Works team members Robbie Pinner, Joel Rodriguez, Clinton (CC) Seagroves, and John Bland have joined the hurricane relief effort crew. They have been repairing water mains and clearing debris. We are thankful to have the resources to help our neighbors when needed.

**John McCain & Westcoat Roundabout Update:** Earlier this evening, we heard a presentation from staff requesting the temporary closure of the intersection of John McCain and Westcoat to allow for the expedited completion of the roundabout currently under construction at that location. With the roundabout now open at McDonwell School Road and Westcoat the closure will be less impactful to the area

residents. The proposed closure would take place later this week and reopen the week before Thanksgiving.

**Colleyville Continues to Lead the Census Response:** We thank our residents for participation in the 2020 Census. As of last week, Colleyville continues to lead the county with an 86% response rate for the Census. Data collection will continue through the end of this month (September). Responses continue to be collected online, by phone and by mail. Visit [2020census.gov](https://2020census.gov) to be counted or gather additional information.

**COVID-19 Update:** Utilizing our 14-day roll off method, Colleyville has 32 active positive cases. Tarrant County shows Colleyville having 30 active positive cases. We continue to see numbers from both our count and the County remain relatively close with only a small variance depending on the day. Hospital bed availability is at 32%, and ventilator availability is at 72%. Hospital beds currently being utilized by COVID patients is 5% of the total available beds. Tarrant County Positivity Rate at the end of last week was 5%.

**Grant Funding Pursuit Pays Off Big for Public Works:** The Public Works Department managed to get another grant from FEMA for the LD Lockett Pump Station Generator Project. An official from FEMA notified staff that we are slated to receive \$363,000 in grant funding for the pump station generator project. This is the second grant received under the FEMA program. The first funded a generator at City Hall. In all our city has received \$513,000 in grant funding for these improvements.

**Show support for Colleyville Police with Blue Lights:** Local residents on Nextdoor have begun an initiative to show support for our Colleyville Police Department. They are asking neighbors to light up their homes with blue lights in September. City facilities are joining by bringing the blue lights to city buildings. Additionally, signs have been going up around town expressing support for our officers. Thank you Colleyville citizens for showing our police department the love and support they so deserve!

**Fire Department Recognized by the Texas EMS for Children Program:** The Emergency Medical Services for Children (EMSC) State Partnership has recognized the Colleyville Fire Department at the GOLD Level of pediatric care readiness through the EMS Recognition Program. This is a multi-phase recognition program for EMS agencies who wish to establish programs and standards to improve their capabilities to deliver care to pediatric patients. This recognition places a spotlight on the delivery of high-quality emergency medical care for children, focusing on the unique needs of critically ill or injured pediatric patients and the challenges faced by EMS professionals in meeting those needs.

The Emergency Medical Services for Children (EMSC) State Partnership, Texas is a statewide collaborative project funded through the Health Resource and Services Administration's EMS for Children Program. Baylor College of Medicine is the site of the Texas EMSC office and is working in partnership with the largest children's hospitals in Texas, their affiliated colleges of medicine, and representatives of the Texas Department of State Health Services. We are proud to, once again, celebrate the recognition of our outstanding Fire Department!

City Manager Jerry Ducay advised Tarrant County has announced an initiative to provide aerial spraying for mosquitoes in response to increases in West Nile cases/deaths. Tarrant County has reported 12 confirmed cases of West Nile in humans. Three human deaths have been reported. In Colleyville, three locations of alleged human infection have been reported. One case was reported by a person who was from out of town and self-reported. A second case came from a resident who donated blood and was informed of a positive West Nile finding, the third had a family doctor perform a test that was positive. All three of the Colleyville cases do not appear to be part of the county case count. Details about these cases came from our emergency management staff who was contacted directly.

City Manager Ducay stated during a conference call with Tarrant County officials, communities in NE Tarrant County were asked to participate (support) aerial spraying in their community. Southlake, North Richland Hills, Keller, Hurst, Richland Hills and Watauga expressed support. Bedford, Grapevine and Euless were not on the call and will receive a follow up call from the County, with the expectation spraying would take place next week. He stated the cost of the spraying is approximately \$289,000 with half being paid by the County. The remaining cost will be divided among the participating communities. Colleyville's estimated cost is approximately \$15,000-\$20,000. Once approved, spraying will take place twice over a three-day period, with spraying occurring at night. Manager Ducay noted it is not necessary for City Council to approve a resolution and this is not an agenda item, however, if further discussion or approval is warranted, a special meeting can be scheduled to discuss this matter in greater detail. City Council agreed it would be wise to support the spraying.

#### **4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-20-4531**

- 4a** Approval of the minutes of the regular City Council meeting of August 18, 2020
- 4b** Adopting the Economic Development Capital Improvement Program (EDCIP) for the Fiscal Years 2021-2025 of the Colleyville Economic Development Corporation
- 4c** Adoption of the Colleyville Economic Development Corporation Fiscal Year 2021 Budget

- 4d** Approval to use the Voluntary Library Fund in Fiscal Year 2021, for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$170,000
- 4e** Approving the selection of Jacey Hornecker as Associate Judge of the City of Colleyville Municipal Court, effective September 1, 2020
- 4f** Approval of a Construction Services Agreement with Gomez Brothers Construction, Inc., for the East Jim Mitchell Storm Drain Improvements Project, in an amount not to exceed \$155,530.00 and a contingency amount not to exceed \$50,000.00, and authorizing the City Manager to execute the agreement
- 4g** Repealing Resolution R-19-4455, establishing the first October City Council Meeting date to be October 6, 2020, and the first November City Council Meeting date to be Monday, November 2, 2020

Mayor Pro Tem Lindamood read Resolution R-20-4531 in its entirety.

Finance Director Kyle Lester presented items 4b and 4c together, and also presented item 4e. There were no questions regarding any of the three items, however, the City Council thanked Director Lester for his continuous diligence and well prepared presentation. Regarding item 4e, Mayor Pro Tem Lindamood stated Judge del Carmen is exceptional.

Library Director Mary Rodne presented item 4d. There were no questions, however, Mayor Pro Tem Lindamood and the City Council thanked Director Rodne for her work and all agreed at a time when most libraries are not being utilized, the Colleyville Library is thriving and is continuously providing innovative services and programs.

Public Works Director Ray Silva-Reyes presented item 4f and explained he does not believe the full contingency will be needed, but wanted it available as there are drainage challenges from John McCain to Lakeside due to a 20-foot change in elevation along the roadway. City Manager Ducay noted Director Silva-Reyes was able to save the \$40,000-50,000 cost of a subsurface survey by bidding the project in the manner he did and requesting the contingency if needed.

City Secretary Christine Loven presented item 4e. There were no questions.

Mayor Pro Tem Lindamood opened the public hearing at 8:05 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:05 p.m.

**Councilmember Nakamura made a motion to approve Resolution R-20-4531, seconded by Councilmember Rigney.**



**The motion to approve carried by the following vote:**

**Ayes: 6 – Mayor Pro Tem Lindamood, and Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.**

**Absent: 1 – Mayor Richard Newton**

**5. RESOLUTION(S): READING AND PUBLIC HEARING****5a Resolution R-20-4532**

Repealing Resolution R-20-4522 and approving a proposal to set the ad valorem tax rate for Fiscal Year 2021 at \$0.304365 per hundred dollars of valuation

Mayor Pro Tem Lindamood read Resolution R-20-4532 in its entirety.

Finance Director Kyle Lester presented this item, stating at the August 4, 2020 City Council Meeting, Resolution R-20-4522 was approved in accordance with Chapter 26, Texas Property Tax Code, which requires taxing units to comply with "Truth-in-Taxation" laws in setting tax rates and performing an effective tax rate calculation. The calculated Fiscal Year 2021 no-new-revenue tax rate was calculated at \$.310644/\$100. At the time of the August 4, 2020 City Council Meeting, Director Lester had concerns regarding the calculations provided by the Tarrant Appraisal District (TAD) however, formal City Council action stating the intent to adopt the proposed FY 2021 tax rate was required by Section 140.010 of the Local Government Code.

Following a review of the data and interviewing the chief appraiser, a new calculation rate for property under appeal was factored into the City's proposal and it was determined that by setting the ad valorem tax rate for Fiscal Year 2021 at \$0.304365 per hundred dollars of valuation, the same property tax revenue would be generated for Fiscal Year 2021, as was generated for Fiscal Year 2020, excluding new growth. Additionally, this rate is lower than the no-new-revenue tax rate of \$0.310644, and the voter approval tax rate of \$0.320118. Additionally, the new calculation lowers the average property tax bill by \$35.30 annually.

Mayor Pro Tem Lindamood thanked Director Lester and noted the City Council has always made it clear, the City would not take a higher rate than what is needed to fund the City, and noted the City remains conservative and this calculation and rate does not include new growth.

Each of the Councilmembers thanked Director Lester and noted the no-new-revenue tax rate would have increased the City's collection. City Manager Jerry Ducay noted the lower rate is testament to the leadership of the City Council as it is unusual for a City Council to have a rate lower than the no-new-revenue tax rate.

Mayor Pro Tem Lindamood opened the public hearing at 8:17 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:17 p.m.

**Councilmember Kelley made a motion to approve Resolution R-20-4532, seconded by Councilmember Dodson.**

**The motion to approve carried by the following vote:**

**Ayes: 6 – Mayor Pro Tem Lindamood, and Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.**

**Absent: 1 – Mayor Richard Newton**

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

### **6a Ordinance O-20-2133**

Amending Ordinance O-19-2094 relating to the Fiscal Year 2020 budget

Mayor Pro Tem Lindamood read the caption of Ordinance O-20-2133.

Finance Director Kyle Lester presented this item, stating staff is currently estimating the following transfers:

General Fund - \$900,000  
Utility Fund - \$1-1.2 Million  
Drainage Fund - \$300,000

Councilmember Dodson stated it is an amazing feat to be able to make these transfers and noted it is because the City as a whole is conservative.

Mayor Pro Tem Lindamood opened the public hearing at 8:22 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:22 p.m.

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

### **6b Ordinance O-20-2134**

Adoption of the proposed Fiscal Year 2021 budget

Mayor Pro Tem Lindamood read the caption of Ordinance O-20-2134.

Finance Director Kyle Lester presented this item, and 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. Director Lester reviewed property value calculations, the proposed tax rate, and proposed revenues and



expenditures by fund. Director Lester stated the only variable in the Utility Fund is the Trinity River Authority as we pay for what is used, but plan for what is proposed.

Director Lester stated the proposed budget continues to adapt processes to sustain a leaner staffing model, continues operations efficiencies to absorb operating cost increases, better aligns capital expenditures with capital funds, and more efficiently uses restricted revenue for operations.

City Council thanked staff for their work on the budget and meeting the City Council goals and strategies.

Mayor Pro Tem Lindamood opened the public hearing at 8:36 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:36 p.m.

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

#### **6c Ordinance O-20-2135**

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2021

Mayor Pro Tem Lindamood read the caption of Ordinance O-20-2135.

Finance Director Kyle Lester presented this item, and noted this item is repetitive of item 5a Resolution R-20-4532, which established the ad valorem tax rate.

There were no questions.

Mayor Pro Tem Lindamood opened the public hearing at 8:39 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:39 p.m.

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

#### **6d Ordinance O-20-2136**

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 Pro Tem Lindamood read the caption of Ordinance O-20-2136.

Finance Director Kyle Lester presented this item, and highlighted the history of the Water and Wastewater Rate Advisory Committee's work and implementation for rate establishment and CIP funds. Director Lester stated this item proposes a slight increase based on the recommendations of the Water and Wastewater Rate Advisory Committee.

Mayor Pro Tem Lindamood stated prior to the election of the current City Council, tiered rates were in effect and by establishing the Water and Wastewater Rate Advisory Committee the base rates and volumetric rates were established.

Councilmember Dodson stated the use rate per gallon is the same for everyone, residents pay the same rate the City pays. Councilmember Kelley noted the City has conducted an analysis and study of drainage and stormwater and is developing a plan to address the challenges which will include infrastructure, and the CIP funds will be needed to move forward.

Mayor Pro Tem Lindamood opened the public hearing at 8:47 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:47 p.m.

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

**6e Ordinance O-20-2137**

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 Pro Tem Lindamood read the caption of Ordinance O-20-2137.

Finance Director Kyle Lester presented this item noting these items were discussed with City Council in a previous worksession. He stated there was discussion regarding the Library STEAM Kits and clarified the \$1 fee was not a rental fee, it is a late fee. He then reviewed each of the categories and noted the Colleyville Business Center rates will be codified for the first time.

There were no questions.

Mayor Pro Tem Lindamood opened the public hearing at 8:54 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:54 p.m.

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

**6f Ordinance O-20-2138**

Approval of a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 Rate Review Mechanism filing and adopting tariffs reflecting rate adjustments consistent with the negotiated settlement

Mayor Pro Tem Lindamood read the caption of Ordinance O-20-2138.

Assistant City Manager Adrienne Lothery presented this item, providing a history of the Atmos Cities Steering Committee and a review of the proposed settlement, which began at request for \$141.2 million and has been reduced to \$90 million through the steering committee review and negotiation.

Councilmember Dodson stated the tariffs Atmos asks for never go down, they are always higher.

Mayor Pro Tem Lindamood opened the public hearing at 8:59 p.m. There was no one present wishing to speak, and Mayor Pro Tem Lindamood closed the public hearing at 8:59 p.m.

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

## **7. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING**

**Mayor Pro Tem Lindamood stated Ordinances O-20-2111 and O-20-2112 will be considered together, but voted on separately.**

**Councilmember Dodson made a motion to remove Ordinances O-20-2111 and O-20-2112 from the table, seconded by Councilmember Nakamura.**

**The motion to remove from the ordinances from the table carried by the following vote:**

**Ayes: 6 – Mayor Pro Tem Lindamood, and Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.**

**Absent: 1 – Mayor Richard Newton**

### **7a Ordinance O-20-2111**

Consideration of a zoning change request from the AG Agricultural district to the CC-1 Village Retail district on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-001

Mayor Pro Tem Lindamood read the caption of Ordinance O-20-2111.

Community Development Director Ben Bryner presented this item at the same time he presented Ordinance O-20-2112. He noted this ordinance requests a zoning change for the following SUP request.

After the presentation and discussion of Ordinance O-20-2112, Mayor Pro Tem Lindamood opened the public hearing at 9:24 p.m.

Mindy Russell, 1805 Camden Green, thanked the City Manager, Bluebonnet officials, and City Council for working with residents and asked for the residents to be included in the process of where the gates are located.

There were no others wishing to speak and Mayor Pro Tem Lindamood closed the public hearing at 9:25 p.m.

**Councilmember Nakamura made a motion to approve Ordinance O-20-2111, seconded by Councilmember Kelley.**

**The motion to approve carried by the following vote:**

**Ayes: 6 – Mayor Pro Tem Lindamood, and Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.**

**Absent: 1 – Mayor Richard Newton**

**7b Ordinance O-20-2112**

Consideration of a request for a Special Use Permit for Cemeteries or Mausoleums on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-002

Mayor Pro Tem Lindamood read the caption of Ordinance O-20-2112.

Community Development Director Ben Bryner presented this item, noting the passage of Ordinance O-20-2111 provides for the rezoning and must be approved first to consider the SUP.

Director Bryner stated staff, Bluebonnet officials, and residents have met several times and reviewed the changes and he believes they have reached a good compromise. He reviewed each exhibit individually and noted all of the following have been addressed:

*Setbacks*

- No grave site or cemetery improvement shall be closer than 25 feet to the east property line with the exception of drainage improvements and landscaping
- No private mausoleum/crypt shall be allowed within 100 feet of Hall-Johnson Road and the eastern boundary shared with the Broughton subdivision

*Drainage*

- Drainage conveyance to the north side of Lot 21 improved to direct discharge into Camden Green
- Drainage conveyance (new concrete channel) to the south to the existing drainage system in the Broughton Addition
- The existing swale shall be cleaned and maintained by the cemetery

*Screening Wall & Landscaping*

- 8' wall a minimum of 23 feet from the east property line except adjacent to Lot 21

- 8' wall on west property line of Lot 21 to replace the existing wood fence
- 6 trees – 1 over-story tree installed for each adjacent residential home

Councilmember Dodson asked staff if it is necessary to show the footings on the wall channel. Director Bryner stated the drawings must be provided by a professional engineer and approved by the City Engineer, so it is not necessary at this time.

Councilmember Nakamura questioned if the maximum height of crypts being established at 25 feet is correct and approved by residents, and if there were one or two gates. Patrick Husband, 3723 Pine Cone Trail, Pasadena, applicant, stated the 25-foot height was approved by the residents, however, not all crypts will be 25-foot, some will be smaller. City Manager Jerry Ducay stated there are several gates proposed, but none along the cul-de-sac.

Mayor Pro Tem Lindamood opened the public hearing at 9:27 p.m.

Mindy Russell, 1805 Camden Green, thanked the City Manager, Bluebonnet officials, and City Council for working with residents and asked for the residents to be included in the process of where the gates are located.

There were no others wishing to speak and Mayor Pro Tem Lindamood closed the public hearing at 9:27 p.m.

**Councilmember Wheat made a motion to approve Ordinance O-20-2112, with the following amendments: e. The existing *mausoleum will be moved outside of the 100 foot setback* and j. The 8-foot wall shall be located on the west property line of Lot 21 *in addition to or replacement of the existing wood fence* or alternative as agreed upon by the owner of Lot 21, seconded by Councilmember Rigney.**

**The motion to approve carried by the following vote:**

**Ayes: 6 – Mayor Pro Tem Lindamood, and Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.**

**Absent: 1 – Mayor Richard Newton**

**7c Ordinance O-20-2127**

Consideration for a Special Use Permit for a day care center on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-015

**7d Ordinance O-20-2128**

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for

hours of operation on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-012

**There was no motion to remove Ordinances O-20-2127 and O-20-2128 from the table.**

Stephen Brown, the applicant, asked if he may speak. He stated he believed this item was going to be discussed further this evening and had prepared a presentation to discuss the direction he received from the City Manager at the previous meeting to work on the design elevation and materials.

Councilmember Dodson stated his concern is not the look of the building, he is concerned with the location and upset neighbors.

City Manager Jerry Ducay stated he cannot recommend this item coming off the table as the applicant has not provided information requested previously. He specifically referenced the previous discussion related to the building elevation, construction material and site plan layout. The absence of such material results in Manager Ducay recommending City Council vote to deny the request if removed from the table for action.

Mr. Brown stated he will contact staff to set up a time to seek clarification regarding changes and items which need to be addressed.

## **8. CITIZEN COMMENTS**

There was no one present wishing to speak.

## **9. REPORTS**

Quarterly Performance Management Report

There was no discussion of this item.

## **10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, SEPTEMBER 1, 2020 - READING AND PUBLIC HEARING - RESOLUTION R-20-4533**

This resolution was not needed.

## **11. ADJOURNMENT**

There being no further business before the City Council, Mayor Pro Tem Lindamood adjourned the meeting without objection by the City Council at 9:39 p.m.

*APPROVED BY A VOTE OF \_ AYES, \_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.*

*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

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**Agenda Number** 4b

**Agenda Date** 9/15/2020

**Number** Resolution R-20-4535

**Type** Resolution

**Department** Parks and Recreation

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## **Title**

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

## **Strategic Plan**

- 2.1 Provide responsive, efficient city services
- 5.1 Create and sustain an identifiable Colleyville brand
- 5.3 Provide attractive facilities for leisure and recreation

## **Explanation**

### ***Reading and Public Hearing***

This item seeks approval of the fourth of five renewals for the Ground Maintenance Mowing Contract with Whitmore and Sons Inc., which City Council approved by attached Resolution R-17-4178. Whitmore and Sons, Inc., did not increase the price for FY 2018, but the overall contract price increased to \$175,265.38, due to adding eight additional properties for maintenance. In addition, there was a change order in FY 2018 to include the maintenance of SH26 right-of-ways. This change order increased the FY 2018 contract price to \$197,945.38.

The FY 2019 contract increased over the FY 2018 budget by \$16,839.35, which is a CPI increase for 3.5%, and added maintenance in The Village. The FY 2019 contract price increased to a total of \$214,784.73.

Whitmore and Sons Inc., did not increase the contract price in FY 2020, however, as the Parks Department manages the mowing and maintenance of The Village Plaza and the pocket park at Bransford and Glade Road, the contract price decreased to \$206,623.40.

Whitmore and Sons, Inc., did not increase the contract price in FY 2021 and the overall cost will remain \$206,623.40.

The FY 2021 contract consists of 80 properties, which includes parks, City facilities, hardscapes, medians, channels, and right-of-ways. The scope of work for the Grounds Maintenance Mowing Contract includes mowing, edging, trimming, litter removal, and some herbicide applications in specific locations.



Staff recommends approval of the FY 2021 Grounds Maintenance Mowing Contract for the fourth renewal, with one additional one year renewal option.

**Financial Impact**

Funds for this contract have been provided for in the FY 2021 Parks Maintenance budget.

**Recommendation**

Approve

**Attachments**

1. Grounds Maintenance Mowing Contract
2. Form 1295 - Whitmore and Sons, Inc.
3. CIQ
4. Resolution R-17-4178
5. FY18 Mowing Change Order
6. Contract History 2021
7. FY21 Whitmore & Sons Renewal
8. FY21 Properties to be Maintained

# SPECIFICATIONS AND CONTRACT DOCUMENTS

for

## ***Grounds Maintenance Contract - Mowing***

August 2016



**THE CITY OF COLLEYVILLE, TEXAS**

Bid # 16-01

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This set of Contract Documents and Specifications should contain, and should be checked for:

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## NOTICE TO BIDDERS

SEALED PROPOSALS responses will be received at the office of the Public Works Department/Engineering Division located on the second floor of City Hall, 100 Main Street, Colleyville, TX 76034 until 10:00 A.M. on Thursday, September 1, 2016 for the purpose of furnishing all labor, materials and equipment and the performing of all work required in the Grounds Maintenance Contract - Mowing, at which time and place the proposals will be publicly opened and read aloud and retained by the City for tabulation, checking and evaluation. Proposals received by the City of Colleyville after the submission deadline will be considered void and unacceptable. The City of Colleyville is not responsible for lateness or non-delivery of mail, courier, etc.

The sealed envelop must be marked:

**Bid # 16-01  
Grounds Maintenance Contract - Mowing  
OPENS, 10:00 a.m. Thursday, September 1, 2016  
Colleyville Engineering Conference Room, Second Floor  
100 Main Street, Colleyville, TX 76034**

Copies of the contract documents (electronic) are available at no cost from Heather Dowell, Parks Manager, email request to [hdowell@colleyville.com](mailto:hdowell@colleyville.com) or request via phone, 817-503-1182.

Proposals will be publicly opened at 10:00 A.M. on Thursday, September 1, 2016 at City Hall in the Engineering Conference Room on the second floor, 100 Main Street, Colleyville, TX 76034.

A cashier's check or acceptable bidder's bond payable to the City of Colleyville, Texas in the amount of not less than 5% of the largest possible total for the bid submitted, must accompany the bid.

In case of ambiguity or lack of clearness in stating proposal price, the Owner reserves the right to adopt the most advantageous service thereof, or to reject any or all bids. No bid may be withdrawn within ninety (90) days after date on which bids are opened.

### ADVERTISEMENT DATES:

August 17, 2010

August 24, 2010



## INSTRUCTIONS TO BIDDERS

1. **OPENING PLACE, TIME AND DATE** - The City will conduct a public bid opening at the location, time and date as specified on the first page of the request. Bidders are encouraged to attend. A tabulation of the bid responses received at the time and date of the opening will be made available to all bidders at a later date.
2. **LATE PROPOSALS** - Proposals received by the City of Colleyville after the submission deadline will be considered void and unacceptable. The City of Colleyville is not responsible for lateness or non-delivery of mail, carrier, etc.
3. **WITHDRAWAL** - A proposal may not be withdrawn or cancelled by the bidder without permission of the City for a period of ninety (90) days following the date designated for receipt of bids, and bidder so agrees upon submittal of their bid.
4. **CONTRACT** - This bid, accompanying documents, and any negotiated terms, when properly accepted by the City of Colleyville, shall constitute a contract equally binding between the successful bidder(s) and the City of Colleyville. No different or additional terms will become a part of this contract with the exception of Change Orders.
5. **DEFAULT** - The City of Colleyville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Colleyville reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  1. Substantially meet delivery or completion schedules
  2. Otherwise, substantially perform in accordance with the accepted bid

Breach of contractor or default authorizes the City to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
6. **PRICES HELD FIRM** - The City reserves the right to require that submitted bids remain in force for a ninety (90) day period after opening or until award is made; whichever occurs first.
7. **RESOURCE CONTACT** - All information and/or questions pertaining to this bid shall be directed to the City of Colleyville Parks Department 817.503.1182, attention Heather Dowell, Parks Manager. It is the bidder's responsibility to seek clarification of any uncertain terms.
8. **NEGOTIATION** - Any attempt to negotiate or give information on the contents of this bid with the City or its representatives prior to award shall be grounds for disqualification.
9. **TAX EXEMPT** - The City of Colleyville is exempt from all sales and excise taxes. Tax exempt forms are available upon request.
10. **FORMS PROVIDED** - All bids must be submitted on the forms provided to insure uniformity and comparability of responses. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.



11. **PRICE FIXING** - In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in nor been party to any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing on the enclosed bid.
12. **GRATUITIES** - The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by City that gratuities in the form of entertainments, gifts or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view towards securing or amending, or the making of any determinations with respect to the performance of such a contract.
13. **CONFLICT OF INTEREST** - No public official shall have an interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
14. **WARRANTY PRICE** - The price to be paid by the City shall be that contained in successful bidder's bid which successful bidder warrants to be not higher than the successful bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event successful bidder breaches this warranty, the prices of the items shall be reduced to the successful bidder's current prices on orders by others, or in the alternative, City may cancel this contract without liability to successful bidder for breach of successful bidder's actual expense.
15. **FORCE MAJEURE** - Neither party shall be required to perform any term, condition or covenant in this contract so long as such performances are delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor performance restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party required to perform and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.
16. **APPLICABLE LAW** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and enforce on the date of this agreement.
17. **TAXES, UNEMPLOYMENT BENEFITS, ETC.** - The successful bidder hereby accepts exclusive liability for, and agrees to indemnify the City against liability for the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by the successful bidder on work in connection with this order.
18. **ANTI-DISCRIMINATION** - The successful bidder, in performing the work required hereunder, shall comply with the provisions of Executive Order Number 11246, and shall not discriminate against any employee or applicant for employment because of religion, race, sex, age or national origin.
19. **INVOICING AND PAYMENTS** - Invoicing is to be provided in duplicate to the City of Colleyville, Parks and Recreation Dept., 5109 Bransford Road, Colleyville, Texas 76034. The payment terms are net 30 days, unless otherwise stated on the first page of Bid Proposal section. Net 30 days means payment must be postmarked by the City no later than 30 days after receipt of correct invoicing or receipt of ordered supplies, whichever occurs later.



20. FAIR LABOR STANDARDS ACT - The successful bidder warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
22. LIENS - The successful bidder agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
23. MODIFICATIONS AND AMENDMENTS - Purchaser shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the Purchase Order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the Purchaser unless in writing and signed by the Purchaser or Purchaser's authorized agent.
24. PATENT INDEMNITY - The successful bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe claims of any patent covering such materials, and the successful bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
25. FACSIMILE - The City will not accept bid responses or alterations to a bid via a facsimile machine. The facsimile machine is available for information inquiries only. The existing facsimile machine does not have the capability of "FAX Mail". No bid responses received via the facsimile machine will be considered.
26. ALTERING BIDS - Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time and date, must be initialed by the signer of the bid, guaranteeing authenticity.
27. CHANGE ORDERS - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Parks Department.
28. ACCEPT/REJECT BIDS - The City reserves the right to accept/reject any or all bids or parts of bids and to waive informalities in the bidding process.
29. RETURN FORMS - Bidders are required to return all pages and forms of this bid package. It is recommended that bidders retain a copy of the bid response for reference purposes.
30. ASSIGNMENT - The successful bidder shall not sell, assign, transfer or convey any contract resulting from this bid, in whole or in part, without the prior written consent of the City of Colleyville.
31. VENUE - This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the City of Colleyville, Tarrant County, Texas, and venue shall lie in Tarrant County, Texas.
32. PERFORMANCE - Bids must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise controls required for these



types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or services, to comply with all applicable codes and ordinances of the City, County or State of Texas as they may apply, as these laws now read or as they may hereinafter be changed or amended.

33. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

In case any one or more provisions contained in the contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

34. BID SECURITY - Each bid shall be accompanied by a Cashiers Check or Certified Check made payable to the City of Colleyville, Texas, or by bid bond, dually executed by the bidder as principal and having as surety thereon a surety company approved by the City of Colleyville in the amount not less than five percent (5%) of the total amount of the bid. The bid security must be enclosed in the same envelope with the bid. **Bids without check or bid bond will not be considered.**

All bid securities will be returned to the respective bidders within sixty (60) days after the bid opening, except those which the City of Colleyville elects to hold until the successful bidder has executed a contract. No bid will be considered unless it is accompanied by the above mentioned bid security.

35. PERFORMANCE AND PAYMENT BONDS - Unless otherwise specified, it is agreed by the parties to the contract resulting from this bid that the contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing any equipment in the execution of the contract, and it is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of Colleyville. Unless otherwise approved in writing by the City of Colleyville, the surety company underwriting the bids shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the contractor's bid proposal.

36. The notice of award of contract shall be given by the OWNER within sixty (60) days following the opening of bids.
37. Each Bidder must provide the information as detailed in the Bid Proposal. This bid, accompanying documents, and any negotiated terms, when properly accepted by the City of Colleyville, shall constitute a contract equally binding between the successful bidder(s) and the City of Colleyville. No different or additional terms will become a part of this contract with the exception of Change Orders.



38. Bidders should carefully examine the specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the costs thereof.
39. Bidders desiring further information, or specifications must make a request for such information in writing to the Parks Superintendent prior to forty-eight (48) hours before the bid opening. Should a bidder find discrepancies in, or omissions from, the specifications, or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Parks Superintendent in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to forty-eight (48) hours of the opening of bids will be mailed or delivered to each BIDDER contemplating the submission of a proposal of this work. The proposal as submitted by the BIDDER will be so constructed as to include any Addenda if such are issued by the Parks Superintendent prior to forty-eight (48) hours of the opening of bids.
40. Within ten (10) days of receipt of notice of award of contract, the Contractor must provide, along with executed contract documents and appropriate bonds, proof of insurance for Worker's Compensation and Comprehensive General Liability Insurance in the amounts required in the General and Supplementary Conditions. An insurance form is provided in this set of bid documents. If this form is not used and another form substituted, all information requested and cross-outs shown on our form shall be required. The City reserves the right to request any other insurance coverage as may be required by each individual project.
41. Contractor covenants and agrees to, and does hereby, indemnify, hold harmless and defend Owner, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of, or in connection with, directly or indirectly, the work and services to be performed hereunder by Contractor, its officers, agents, employees, contractors, subcontractors, licensees or invitees, whether or not caused, in whole or in part, by alleged negligence on the part of officers, agents, servants, employees, contractors, subcontractors, licensees and invitees of the Owner; and said Contractor does hereby covenant and agree to assume all liability and responsibility of owner, its officers, agents, servants and employees for property damage or loss, and /or personal injuries, including death, to any and all persons of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or in directly, the work and services to be performed hereunder by the Contractor, its officers, agents, employees, contractors, subcontractors, licensees and invitees, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of the Owner. Contractor likewise covenants and agrees to, and does hereby, indemnify and hold harmless Owner from and against all injuries, loss or damages to property of the Owner during the performance of any of the terms and conditions of this Contract, whether arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees of the Owner.

In the event a written claim for damages against the Contractor or its subcontractors remains unsettled at the time all work on the project has been completed to the satisfaction of the Parks Superintendent, as evidenced by a final inspection, final payment to the Contractor shall not be recommended by the Parks Superintendent for a period of 30 days after the date of such final inspection, unless the Contractor shall submit written evidence satisfactory to the Parks Superintendent that the claim has been settled and a release has been obtained from the claimant involved.



Although the claim concerned remains unsettled as the expiration of the above 30 day period, the Contractor may be deemed to be entitled to a semi-final payment for work completed, such semi-final payment to be in an amount equal to the total dollar amount then due less the dollar value of any written claims pending against the Contractor arising out of the performance of such work, and such semi-final payment may then be recommended by the Parks Manager.

The Parks Manager shall not recommend final payment to a Contractor against whom such a claim for damage is outstanding for a period of six months following the date of the acceptance of the work performed unless the Contractor submits evidence in writing satisfactory to the Parks Manager that:

- (1) The claim has been settled and a release has been obtained from the claimant involved, or
- (2) Good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed.

If condition (1) above is met at any time within the six-month period, the Parks Manager shall recommend that the final payment to the Contractor be made. If condition (2) above is met at any time within the six-month period, the Parks Manager may recommend that the final payment to the Contractor be made. At the expiration of the six-month period the Parks Manager may recommend that final payment be made if all other work has been performed and all other obligations of the Contractor have been met to the satisfaction of the Parks Manager.

The Parks Manager may, if deemed appropriate, refuse to accept bids on other City of Colleyville Contract work from a Contractor against whom a claim for damages is outstanding as a result of work performed under a City Contract.

44. Contractor will be responsible for supplying and placing all necessary barricades to conform to the latest edition of the Texas Department of Transportation's Uniform Traffic Control Devices booklet procedures if necessary.
45. The Contractor shall provide one person, with authority to make decisions, to be in charge from the beginning to the end of this contract. This person shall supervise the work site at all times to coordinate all phases of the work performed each day.

# **GROUNDS MAINTENANCE CONTRACT - MOWING INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

1. The Bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Total Price
  - b. Operational Plan
  - c. Results of reference checks
  - d. Experience
  - e. Bidder's past performance record with the City
  - f. City's evaluation of the Bidder's ability to perform
2. The City of Colleyville may make such investigations as it deems necessary to determine the ability of the Bidder to provide satisfactory performance in accordance with specifications, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.
3. **Bidders are to bid on all items as specified. Bids will be awarded to one bidder based on the total bid.**
4. The contract period will begin October 1, 2016 and continue through September 30, 2017. All pricing will remain firm throughout the contract period. The contract may be extended by mutual agreement of both parties for up to five (5) additional one (1) year periods. The Contractor shall submit the renewal proposal with price changes, and justification for price increase to the Parks and Recreation Department no later than August 15<sup>th</sup> of each year. Increases in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area for the previous twelve-month period.
5. The contract may be cancelled by either party upon forty-five (45) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion, that the successful bidder is not fulfilling the assigned responsibilities under this agreement.
6. Contractor shall provide a minimum of three (3) current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months, preferably municipalities in the Dallas/Fort Worth metroplex area.
7. Contractors bidding on these items shall have a minimum of five (5) years consecutive experience in landscape maintenance, which includes manicured turf maintenance.



8. Contractor shall have successfully completed a landscape maintenance contract of similar size and scope of these specifications.
9. Contractor must submit, with bid, a completed list of equipment to be used for this contract, on Maintenance and Support Equipment Form. Make additional copies of this form if required.
10. ALTERATION OF WORK – The City of Colleyville reserves the right to limit work scheduled within a cycle in any area at any time or reduce number of mowing's for specific property or when the area in question is under construction or development. Charges for partial areas maintained shall meet the percentage of property with the percentage of cost per cycle.
11. PRE-BID CONFERENCE – A pre-bid Conference will be held at 9:30 a.m. on Thursday, August 25, 2016 to discuss this bid and answer any questions potential bidders may have regarding the terms, conditions and specification requirements contained in the bid document. The conference will be held at the Park Office located at 5109 Bransford Rd., Colleyville, TX. 76034. ALL BIDDERS ARE ENCOURAGED TO ATTEND. It is the contractor's responsibility to acquaint themselves with the various facilities and grounds and ask any questions during this meeting.

## REFERENCES

Name of Company/City City of Arlington  
Address of Company/City 717 N Main St  
Arlington Tx 76004  
Contact Person Randy Villarreal  
Telephone Number including area code (817) 721-9347

Name of Company/City City of Irving  
Address of Company/City 5964 N O'Connor  
Irving Tx 75039  
Contact Person Chuck Majors  
Telephone Number including area code (972) 721-7873

Name of Company/City City of Burleson  
Address of Company/City 141 W Renfro  
Burleson Tx 76028  
Contact Person Johnny West  
Telephone Number including area code (817) 917-8239



12. **PREFERENTIAL REQUIREMENT** - The City of Colleyville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials or equipment, to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (2252.002 Texas Government Code). Bidder shall answer the following questions by encircling the appropriate response or completing the blank provided:

- 1) Is your principal place of business in the State of Texas? ☒ Yes ☐ No
- 2) If the answer to question 1 is 'yes', no further information is necessary; if 'no', please indicate the following:
- a. In which state is your principal place of business located: \_\_\_\_\_
- b. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? Yes ☐ No ☐
- c. If 'yes', what is that dollar increment or percentage? \_\_\_\_\_

**COMPANY INFORMATION**

|                                                                                                                                             |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| How long has your company been in business?                                                                                                 | 35 years +                          |
| Is your company local, regional or national?                                                                                                | regional                            |
| In what cities/states does your firm operate?                                                                                               | Dallas / FW / Houston               |
| Where is your company headquarters located?                                                                                                 | 1501 Baccarat Ct<br>Euless TX 76033 |
| Has your company performed work for any other city government?                                                                              | yes                                 |
| How many years of experience in the landscape industry does the company's upper management personnel have?                                  | 15                                  |
| What is the experience of the Manager who would be working on this contract if awarded to your company? You may submit a resume if desired. | 15                                  |



13. PERSONNEL REQUIREMENTS - All maintenance and management personnel assigned to this contract shall meet the following standards:

- (a) Contractor shall provide a licensed applicator licensed through either the Texas Department of Agriculture or the Structural Pest Control Board.
- (b) Personnel making pesticide/herbicide applications or performing landscaping shall have on their person, a license and/or certification.
- (c) All personnel will utilize appropriate safety equipment at all times.
- (d) Contractor shall have emergency personnel available 24 hours per day, seven days per week. Contractor shall provide the City with "after hour" contacts.
- (e) While on-site, all personnel shall be uniformed and generally neat in appearance and professional in behavior.
- (f) All lunch and break periods taken shall be within areas approved by the City.

#### PERSONNEL INFORMATION

Please indicate the number of full time personnel in the following categories. All responses to this section apply to Colleyville operations only.

Management 2 Administration 2 Maintenance Staff 8

Other staff defined as \_\_\_\_\_

Describe your hiring and screening process. What qualifications do you look for in an employee?

*We conduct a verbal & an equipment use interview, and check references with former employers. We only hire experienced & dependable workers.*

Describe the types of training programs you provide your employees? Where is the training conducted? How often is it conducted?

*We perform an insurance-sponsored "kick-off" meeting at the beginning of the season here at our office. We also conduct tailgate safety meetings weekly in our office to cover various pertinent topics.*

Does your company enlist the services of any contract labor force?

*We use H2B labor, a government-regulated foreign worker program.*

What is your company policy regarding drug testing/abuse?

*We do random testing. Offenders are terminated*

15. **CONTRACT ADMINISTRATION:**

Under this contract, the City of Colleyville will appoint the Parks Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all services performed under this contract. If an area is found to be unsuitable or incomplete in the service required by this contract, the CONTRACTOR will be called back without additional charge to the City. The contract administrator will serve as liaison between the City and the Contractor.

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# **GROUNDS MAINTENANCE CONTRACT - MOWING SPECIFICATIONS**

SCOPE AND INTENT - The intent is to describe the minimum specifications for grounds maintenance contract for the City of Colleyville Parks.

It is also the intent under these specifications that the contractor shall provide a complete and professional job for each grounds maintenance task assigned by the Parks Department. The omission, within a bid submittal of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve contractor of responsibility for furnishing such equipment, materials, or labor.

Grounds maintenance contract mowing at City Park located at 5205 Bransford Road and the Pleasant Run Soccer Complex located at 6501 Pleasant Run Road shall not include the mowing of league athletic game fields. The athletic fields shall be maintained by City staff. All other property in general areas on these sites shall be included in the bid.

## REQUIREMENTS:

1. The successful bidder shall be responsible for mowing all designated turf areas; edging all turf along walks, curbs, plant beds, signs and other obstacles; removing all litter, fallen limbs from the entire property and hauling such debris away. Turf areas, which cannot be maintained with mowing equipment, shall be cut to specified turf height using a string-line trimmer. The property is to be free of windrows and chopped paper. Litter must be removed from turf before mowing. The successful bidder shall leave the area with a finished appearance with walks and curb areas appearing to have been swept. The successful bidder shall not simply blow litter, leaves, clippings, etc. into the streets or other property. All expansion joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Parks Department. Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil. Grass and weeds in expansion joints shall be cut flush with the pavement or treated with an approved herbicide.
2. The successful bidder shall pick up and remove all broken glass from paved areas and turf. Any hazardous condition or any damage to City property is to be reported to the designated City department representative.
3. The successful bidder shall maintain all properties with water features up to the waters edge.



4. Unless otherwise instructed, the successful bidder shall accomplish all tasks and, mowing cycles per schedules as agreed to by the designated City department representative.
5. The successful bidder and designated City department representative will agree on a regular day and time for maintenance at each location. The schedule may be agreed on each week or each month. Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the designated City department. A weekly approved property list will be provided by the Parks Department. Maintenance cycles shall be completed as specified by the Parks Department and awarded for each area. If wet weather renders grounds too soft to carry weight of maintenance equipment without rutting, contractor shall not perform maintenance when wet grounds conditions will cause serious damage to grounds, turf, and irrigation equipment or other City infrastructure. Contractor shall notify the City of any significant delays (greater than 24 hours) in the maintenance schedule resultant from wet conditions.
6. Wildflowers of significant stands are not to be mowed from March through June. Contractor will consult with City and receive approval before mowing any areas containing wildflowers in bloom.
7. The successful bidder will be required to e-mail a designated City department representative to report work accomplished daily as maintenance is accomplished under this agreement. EXCEPTION: Work specified for weekends only will be reported to the designated City representative on the following Monday.
8. The successful bidder shall set mowing equipment to cut Bermuda grass areas to a height of one and one-half inches (1-1/2") unless otherwise instructed by the designated City representative. St. Augustine grass shall be cut at a two and one-half inch height (2-1/2") or as instructed by the designated City representative. Pleasant Run Practice Fields and Reagan Park Practice Fields shall be mowed at a height of one inch (1"). All changes in mowing height to be approved by the City department representative. All mowing must conclude by the end of the Parks Department workday. EXCEPTION: Work specified for weekends only must be completed by Sunday.
9. Edging along curbs and sidewalks must be cut with steel blade equipment to give a vertically cut edge.
10. The successful bidder will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.



11. The successful bidder shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful bidder shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful bidder, employees or agents of the successful bidder during the maintenance operation. Trees and shrubs must not be bumped or marked by mowing, trimming or edging equipment. The successful bidder must report damage immediately to the designated City department representative. Damage to trees, tree collars and tree water bags will be assessed at \$50.00 for each instance. If extensive damage results from contractor actions, the Park Manager will assess the damages and charge the contractor based on the ISA appraisal formula. Contractor shall give instruction and insure that all maintenance personnel refrain from string trimming around tree trunks in a manner which disturbs or damages tree bark. Contractor shall also give instruction to their maintenance personnel and insure that no trees are damaged during mowing operations. Tree wells damaged during contract performance shall be restored to their original condition, by the contractor, at no additional charge to the City. Such restoration shall be completed within two (2) working days after damage occurred.
12. The successful bidder shall furnish all supplies, tools, and equipment to be used on the job. No chemicals, herbicides (weed-killers), insecticides, fungicides, or fertilizers are to be used without the written approval of the City department representative. Expansion joints and paver areas, are the only locations to be sprayed to eradicate weeds without City department approval.
13. The successful bidder shall not transfer or assign these grounds maintenance responsibilities to others without prior written consent of the City department representative.
14. The successful bidder shall comply with all applicable governmental laws and regulations.
15. The City shall not be liable for any loss or damage sustained by the successful bidder. The successful bidder/contractor shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful bidder shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site. All mowing equipment is to have functional debris deflectors in place at all time. Deflectors are to be standard, manufacturer approved equipment.
16. All maintenance equipment, operating on public Colleyville streets or rights of ways, shall display approved slow moving equipment symbols, flags and other safety equipment as required.



17. All grounds maintenance personnel shall wear approved orange safety vests while operating equipment on City medians or rights of ways. Contractor shall be responsible for placing signs and/or traffic cones as necessary while performing maintenance on City medians, parkways, and rights of ways. No passengers shall be allowed on tractors or other mowing equipment.
18. The Contractor shall be responsible for providing traffic control, where necessary, during median and right of way operations consistent with the provisions set forth in the "1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31.
19. The successful bidder must provide a valid telephone number and address at all times to the designated City department representative. The telephone number must be answered during normal working days, at least to take a message.
20. The successful bidder shall submit an invoice for the month that maintenance was completed within ten (10) days after completion of that month for a monthly payment.
21. The successful bidder shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
22. Unit prices are to reflect the charges for mowing and associated tasks at each location.
23. A bid response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Bid.
24. The successful bidder(s) will be responsible for any damages to the irrigation system(s) due to negligence on the part of the bidder or the bidder's representative. Any damage to an irrigation system is to be reported immediately to the City department representative.
25. All mowing is to be accomplished Monday through Friday, weather permitting. Maintenance at City Hall complex will be performed before/after hours of operation or on weekend.
26. It shall be mandatory that a review of the contracted areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful bidder and the assigned inspector.
27. The City representative reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding. Contract is pay as perform for all maintenance tasks.



28. QUALITY ASSURANCE - The grounds will be inspected by the appropriate City representative to insure compliance with the specifications after each mowing.
29. After fertilization and/or abundant rainfall, it may be necessary to mow some areas twice per week in lieu of once per week. The Parks Department representative will specify to the contractor which areas will need additional mowing.
30. Under the provisions of the City of Colleyville hike and bike trail agreement with the Dallas Area Rapid Transit (DART), the successful bidder will be required to obtain certification from the Fort Worth and Western Railroad in order to work in railroad tracks right of ways. Federal regulations under Roadway Worker Protection 49 CFR Part 214 specifies anyone working within 25 feet of a railroad track must be trained and tested regarding their knowledge of these regulations.
31. **Contractor shall ONLY cross railroad tracks at roadway intersections.**

**EXAMINATION OF SITE AND CONDITIONS:** Before submitting bid, bidders should:

1. Carefully examine the specifications and the contract documents, including the proposal form.
2. Be fully informed of existing conditions and limitations.
3. Visit the site of work. Determine routes of ingress and egress for completing entire project.
4. Include in the proposal, sufficient compensation to cover all work and guarantee items required by the agreement.
5. Include contractor's site examinations, measurements and prior professional experience in submitting bid.

**METHOD OF AWARD – BEST VALUE RANKING APPROACH**

The City of Colleyville intends to award a contract to the vendor who provides goods and services at the best value for the City of Colleyville. The City may choose to award the contract based on the lowest responsible bid or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value for the City of Colleyville, the City will consider price and relevant experience/references to the extent to which the goods and services conform to the specifications herein.

Measurable criteria are used to determine the best value ranking. The measurable criteria are added together to determine the vendor's total score. The vendor with the highest score has the highest ranking. The award shall be made to the vendor with the highest ranking. If there is only one response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible vendor.

An agency evaluation committee, or a designated individual, will evaluate the information provided by the vendor(s) in response to the established measurable criteria contained in the



solicitation. If more than one evaluator is used then the combined score of all evaluators for each vendor is the score to be used to determine the ranking for the vendor. Award will be made to the vendor with the highest ranking.

#### MEASURABLE CRITERIA

|                       |                     |
|-----------------------|---------------------|
| Price                 | 50 points (percent) |
| Operational Plan      | 35 points (percent) |
| Experience/References | 15 points (percent) |

Each vendor is responsible for submitting all relevant, factual, and correct information with their bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

**Price** (50 points) the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing his price into the next lowest price and multiplying that percentage by the available points, for example, assume \$50,000 is the low offer, then that bidder would receive 50 points ( $\$50,000/\$50,000=1.00 \times 50=50$ ). Assume \$55,000 is the next low offer, then that bidder would receive 45.5 points ( $\$50,000/\$55,000=0.91 \times 50=45.5$ ), etc.

**Operational Plan** (35 points) 35 points will be the maximum point value given to the bidder. The bidders point value will be based on their measured score. Evaluation of the operational plan shall be based on submittals regarding the following information:

1. Company Information
2. Equipment to perform contract requirements
3. Number of employees to perform contract requirements / Personnel Information
4. References
5. Experience with contracts similar in size and scope

**Failure to meet any of the above requirements may result in bidder receiving zero points in this area.**

**References** (15 points) 15 points will be the maximum point value given to the bidder with the highest rated customer satisfaction and past performance with the City and/or relevant information provided by the client references who have done similar scope and size of work as specified herein. The bidders point value will be based on their measured score.

**Failure to include references shall cause the bid to be considered non-responsive.**

#### **BID EVALUATION**

The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine "or equal" status.



## CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria of price, experience/references and compliance with bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.

A **responsible** bidder is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

## BIDDERS QUALIFICATION REQUIREMENTS

Each bidder is responsible for submitting all relevant, factual and correct information with their bid. The below listed criteria will be assessed by the vendors submitted data. If additional sheets are attached to the bid specification, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

1. Landscape Maintenance Service Contractor shall have a minimum of five (5) consecutive years experience in landscape maintenance, which includes manicured grass maintenance.
2. Contractor shall have successfully completed a landscape maintenance contract of similar size and scope of these contract specifications.
3. Contractor must submit with their bid, a list of equipment to be used for this contract. The list of equipment should include type of equipment, quantity, manufacturer, hours of usage, and equipment age (year). Equipment can be subject to inspection by the City representative. Contractor may use attached "Maintenance and Support Equipment" form.
4. Contractor shall have in his or her employment at the time of bid the minimum number of employees to successfully execute the bid as specified.
5. Contractor shall provide a minimum of three (3) current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months, preferably municipalities in the Dallas/Fort Worth metroplex area.

## CONTRACTOR'S RESPONSIBILITY FOR WORK

1. The Contractor shall be responsible for the complete performance of all of the work under the Contract.
2. Contractor shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work.



## **CANCELLATION**

The Contractor shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded vendor shall be basis for the termination of the contract by the City immediately.

The Contractor shall be given forty-eight hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract shall be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the contractor shall have forty-eight hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Contractor shall be deemed in default of the contract and the contract shall be terminated.

The City shall not pay for services that are deemed by the City to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.



# **OPERATIONAL PLAN**

**City of Colleyville, Texas**

**Annual Contract for Grounds Maintenance**

**Bid# 16-01**



## **1. INTRODUCTION**

This plan will serve as a guideline detailing the protocol and implementation of all aspects involving the completion of mowing services for the City of Colleyville, as detailed in the RFP. Whitmore Commercial Landscape will ensure all labor and equipment are provided for successful completion of these services.

## **2. OPERATION DETAILS**

In general, work will commence at 7 a.m. or at dawn, should there not be sufficient daylight at 7 a.m. to safely operate equipment on City streets. Whitmore crews operate from 7 a.m. to 6 p.m., Monday through Thursday. Operation after 6 p.m. and on Friday, Saturday and Sunday are optional, should inclement weather or other factors delay completion of contracted services during normal operating hours.

Specifically, Whitmore will provide up to two crews of four men each to complete the contracted services. Service days will be Monday through Thursday, with a mixture of properties with different frequencies, to allow for the most economical and efficient schedule to complete the contracted services.

A detail of Whitmore's normal service schedule, pertaining to day of the week and order in the day of service, will be provided upon request. This normal service schedule excludes delays inclement weather or other impeding factors.

Vehicle staging areas will be primarily along service roads where traffic is lightest, utilizing City of Colleyville property and defined pull-off areas where available. Open private parking areas will not be used, unless permission is granted to Whitmore in writing by the property owner. At no time will Whitmore vehicles be staged in an area that presents a hazard or impediment to pedestrian or vehicle traffic. Proper vehicle signage and safety cones will be used at all times, to alert traffic to our crews and vehicles in the area.



### **3. ENVIRONMENTAL EFFECTS**

Whitmore will ensure that we maintain stewardship with the environment, and will do our part to assist the City of Colleyville in protecting the environment. We accomplish this by constant instruction to our crews to refrain from excessive and unnecessary idling of equipment and vehicles, to store all fuel and chemicals in approved containers, and to use care when filling equipment and tanks to prevent spillage. All trash and debris is removed, placed in proper containers, and disposed of according to agency guidelines. Care is taken to leave all refuse and grass clippings on landscape surfaces to degrade into the soil, and never to direct or leave it on hard surfaces, where it can be swept into storm drains.

### **4. ENSURING THE SAFETY OF PEOPLE**

Whitmore crews are safety-oriented. All crews are dressed in company uniforms with the employee's name on the right chest for easy identification. In addition, each wears a reflective safety vest with company logo on the back, safety glasses, hearing protection, and work-specific footwear.

All equipment retains factory-installed guards, deflectors, throttle governors, etc., and weekly "tailgate" meetings are held at our shop to discuss various pertinent safety topics. Crew members are trained to be mindful of terrain, vehicle traffic, and pedestrians at all times. Equipment is handled and operated to specifications, and maintained by crew foremen and our mechanics to function at full capacity.

In addition, our crew foremen and field supervisors are equipped with cellular phones to facilitate timely communication should any issue arise. All employees are instructed in the use of emergency phone numbers, and know the location of several emergency clinics in their area.

## 5. OPERATIONAL TEAM

The team that Whitmore employs to complete this contract consists of the crew members, their crew foreman, a field supervisor, account manager, and office support staff. Each has a defined role that they are experienced in, and know how to function as a team to provide the best service and results possible – from weed-eating to paperwork.

| Name            | Role             | Responsibilities                                                                                                                                                                                   |
|-----------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Brandon Long    | Account Manager  | Main point of contact for all aspects of contract implementation–<br>817.829.1018; <a href="mailto:b.long@whitmorelandscape.com">b.long@whitmorelandscape.com</a>                                  |
| Deborah Salcido | Office Manager   | Completes all contract documents, completion sheets, and billing requirements; main office contact –<br>817.498.0800; <a href="mailto:whitmoreandsons@outlook.com">whitmoreandsons@outlook.com</a> |
| Bernardo Lara   | Field Supervisor | Responsible for direct communication to crew foreman while performing services; responsible for quality control, safety, and overall completion of weekly contracted commitments – 817.877.7094    |
| Francisco Anaya | Crew Foreman     | Responsible for carrying out contract commitments and oversight of crew members                                                                                                                    |
| Raudel Martinez | Crew Foreman     | Responsible for carrying out contract commitments and oversight of crew members                                                                                                                    |
|                 |                  |                                                                                                                                                                                                    |
|                 |                  |                                                                                                                                                                                                    |
|                 |                  |                                                                                                                                                                                                    |

**MAINTENANCE AND SUPPORT EQUIPMENT** - The following information will assist the City in evaluating the comparative capabilities of competing bidders. It is understood and acknowledged that the information is requested by the City solely as an indication of the equipment resources available to the bidder to perform required work. Include transport, crew and supervisory vehicles. Please only identify equipment, vehicles, support equipment, etc. that will be utilized by Contractor in performance of the City of Colleyville Grounds Maintenance Contract – Mowing.

*Please See attached*

| Type of Equipment | Quantity | Manufacturer | Hours of Usage | Equipment Age |
|-------------------|----------|--------------|----------------|---------------|
|                   |          |              |                |               |
|                   |          |              |                |               |
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# EQUIPMENT LIST COLLEYVILLE 16-01

| Quantity Owned | Description       | Make            | Model                | Year      | Approx. Number of hours | Cutting Deck  |
|----------------|-------------------|-----------------|----------------------|-----------|-------------------------|---------------|
| 1              | Crew Cab Truck    | Chevy           | 2500                 | 2015      | 35,000                  | N/A           |
| 1              | Crew Cab Truck    | Chevy           | 2500 HD              | 2014      | 70,000                  | N/A           |
| 2              | Landscape Trailer | 16' Double Axle |                      | 2012      | N/A                     | N/A           |
| 2              | Zero Turn Mower   | Toro            | Z Master             | 2014      | 2000 HOURS              | 72"           |
| 2              | Wide Area Mower   | John Deere      | 1600 Turbo Series II | 2015      | 500 HOURS               | 11'           |
| 2              | Midsized          | Lesco           | Commercial           | 2009      | 500 hours               | 48"           |
| 1              | Midsized          | Lesco           | Commercial           | 2009      | 300 hours               | 36"           |
| 1              | Push Mower        | Toro            | Commercial           | 2009      | 0                       | 21"           |
| 5              | Line Trimmer      | Echo            | Commercial           | 2011-2015 | 300-500 hours           | Line Trimmer  |
| 4              | Stick Edger       | Echo            | Commercial           | 2011-2016 | 300-500 hours           | Edger         |
| 6              | Backpack Blower   | Red Max         | Commercial           | 2011-2016 | 300-500 hours           | Blower        |
| 4              | Hedge Trimmer     | Echo            | Commercial           | 2011-2016 | 200-300 hours           | Hedge Trimmer |

Assorted Hand Tools As Required To Perform Contract  
 All Employees Have Company Issued Phones For Quick Response  
 Spare Equipment and Trucks Are Always Available If Needed

**MAINTENANCE AND SUPPORT EQUIPMENT REQUIREMENTS:**

1. Only the appropriate equipment, in proper working order, shall be utilized for maintenance operations.
2. Repair, servicing or fueling of equipment is not permitted within landscape areas or on turf areas.
3. Equipment shall be operated in a safe and efficient manner at all times.
4. The City of Colleyville reserves the right to inspect all equipment to be utilized in performance of this contract, and to inspect the equipment at any interval the City deems necessary to insure compliance with Federal (OSHA), State, and City safety standards. If contractor's equipment is judged, by the City, as not meeting minimum safety standards, it shall not be used pursuant to this contract. This constraint from use shall be in effect until said equipment is brought into contract compliance, and approved by the City of Colleyville.
5. The City may request that bidders show evidence that equipment to be used in performance of this contract is in good working order, and adequate for performance of required mowing, trimming, and edging operations.
6. Bidders must demonstrate, within bid submittal, the ability to provide the necessary equipment required for grounds maintenance operations per specifications. Such equipment must be dedicated to performance of this contract for the City of Colleyville.

**GROUNDS MAINTENANCE  
CONTRACT - MOWING  
WORKSHEETS AND PROPERTIES**

*RF*



## Properties to be maintained

Annual Contract Extension with any proposed price change increase shall not exceed the consumer price index of the Dallas / Fort Worth standard metropolitan area for the previous twelve-month period.

Area One - Common Areas / Medians

Manicured / Irrigated turf areas

| PROPERTY                                      | NUMBER<br>OF CYCLES | COST PER CYCLE | INITIAL CONTRACT<br>TOTAL COST |
|-----------------------------------------------|---------------------|----------------|--------------------------------|
| Bogart ROW                                    | 28                  | \$ 72.60       | \$ 2,032.80                    |
| Bransford Park                                | 28                  | \$ 59.50       | \$ 1,666.00                    |
| Bransford / Center Park Medians               | 28                  | \$ 66.50       | \$ 1,862.00                    |
| City Park                                     | 28                  | \$ 358.75      | \$ 10,045.00                   |
| Colleyville Center                            | 36                  | \$ 143.50      | \$ 5,166.00                    |
| Central Fire Station                          | 28                  | \$ 47.95       | \$ 1,342.60                    |
| Cottonbelt Phase III, Pocket Park             | 28                  | \$ 22.50       | \$ 630.00                      |
| Fire Station #2                               | 28                  | \$ 23.80       | \$ 666.40                      |
| Fire Station #3                               | 28                  | \$ 31.50       | \$ 882.00                      |
| Hall Johnson / Bluebonnet                     | 28                  | \$ 39.60       | \$ 1,108.80                    |
| Heritage Medians                              | 28                  | \$ 13.20       | \$ 369.60                      |
| Justice Center                                | 36                  | \$ 81.90       | \$ 2,948.40                    |
| Kimzey Park                                   | 28                  | \$ 227.50      | \$ 6,370.00                    |
| McDonwell School Rd. Trail                    | 28                  | \$ 66.00       | \$ 1,848.00                    |
| McPherson Park (10.35 acres)                  | 28                  | \$ 693.35      | \$ 19,413.80                   |
| Pleasant Run Practice Facility<br>(Mow at 1") | 28                  | \$ 506.00      | \$ 14,168.00                   |
| Pleasant Run Soccer Complex                   | 28                  | \$ 209.30      | \$ 5,860.40                    |
| Reagan Park<br>(Mow at 1")                    | 28                  | \$ 175.00      | \$ 4,900.00                    |
| Senior Center (1.2 acres)                     | 28                  | \$ 42.00       | \$ 1,176.00                    |
| Sparger Park                                  | 28                  | \$ 297.50      | \$ 8,330.00                    |
| Westmont Trail                                | 28                  | \$ 57.20       | \$ 1,601.60                    |
| Woodbriar Park                                | 28                  | \$ 66.50       | \$ 1,862.00                    |

If additional mowing cycles are requested for Area One properties, will the cost per cycle for Area One properties need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles for Area One properties? \_\_\_\_\_%



# Properties to be maintained

Area Two - Common Areas / Medians

Manicured / Non-irrigated turf areas

| PROPERTY                    | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|-----------------------------|------------------|----------------|-----------------------------|
| Castleton Trail             | 18               | \$52.80        | \$950.40                    |
| Cottonbelt Phase I Trail    | 18               | \$356.40       | \$6,415.20                  |
| Cottonbelt Phase II Trail   | 18               | \$48.40        | \$871.20                    |
| Cottonbelt Railroad R-O-W   | 9                | \$1,760.00     | \$15,840.00                 |
| Fire Station #1             | 18               | \$35.00        | \$630.00                    |
| Glade Road                  | 18               | \$35.00        | \$630.00                    |
| LD Lockett Park             | 18               | \$161.00       | \$2,898.00                  |
| *Longwood / Broadoak        | 18               | \$118.80       | \$2,138.40                  |
| McCain Park                 | 18               | \$35.00        | \$630.00                    |
| McPherson Park (9.46 acres) | 18               | \$416.25       | \$7,492.50                  |
| Nature Center               | 18               | \$458.50       | \$8,253.00                  |
| Pleasant Run & Hwy 26 (Lot) | 18               | \$35.00        | \$630.00                    |
| Riley Cemetery              | 18               | \$48.40        | \$871.20                    |
| Senior Center (8 acres)     | 18               | \$352.00       | \$6,336.00                  |
| Shalimar                    | 18               | \$48.40        | \$871.20                    |

\*To include bridge and embankment area

If additional mowing cycles are requested for Area Two properties, will the cost per cycle for Area Two properties need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles for Area Two properties? \_\_\_\_\_%

*RF*



# Properties to be maintained

## Area Three – Public Works Common Areas / Channels – Mow, Trim & Spray

| PROPERTY                            | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|-------------------------------------|------------------|----------------|-----------------------------|
| Elm Street Channel                  | 8                | \$65.00        | \$520.00                    |
| Cheek Sparger/Green Briar Channel   | 8                | \$99.00        | \$792.00                    |
| 5500 Block Winding Trail Channel    | 8                | \$78.50        | \$628.00                    |
| *1800 Block Gatehouse Court Channel | 8                | \$35.00        | \$280.00                    |

\*Spray Only

If additional mowing cycles are requested for Area Two properties, will the cost per cycle for Area Two properties need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles for Area Two properties? \_\_\_\_\_%

## Area Four – Public Works Common Areas – Mow & Trim Only

| PROPERTY                               | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|----------------------------------------|------------------|----------------|-----------------------------|
| L.D. Lockett ROW                       | 18               | \$60.50        | \$1,089.00                  |
| 1601 Hall Johnson (Public Works)       | 36               | \$101.00       | \$3,636.00                  |
| 240 McDonwell School Rd. (Water Tower) | 18               | \$32.00        | \$576.00                    |
| 729 L.D. Lockett (Pump Station)        | 18               | \$52.50        | \$945.00                    |
| 6015 Bransford (Water Tower)           | 18               | \$30.00        | \$540.00                    |
| Open Lot @ Glade & River Walk          | 18               | \$30.00        | \$540.00                    |
| Corner @ Glade & Bransford             | 18               | \$30.00        | \$540.00                    |
| 7500 Overland Trail                    | 18               | \$30.00        | \$540.00                    |

If additional mowing cycles are requested for Area Two properties, will the cost per cycle for Area Two properties need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles for Area Two properties? \_\_\_\_\_%

*RJ*



Area Five – Roundabouts/Medians- Hardscapes - Trim & Spray

| PROPERTY                                                                                                         | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|------------------------------------------------------------------------------------------------------------------|------------------|----------------|-----------------------------|
| Round-A-Bout at John McCain and Pleasant Run Road                                                                | 8                | \$30.00        | \$240.00                    |
| Round-A-Bout at Glade and Pool Road                                                                              | 8                | \$30.00        | \$240.00                    |
| Round-A-Bout at Jackson and Cheek-Sparger                                                                        | 8                | \$30.00        | \$240.00                    |
| Round-A-Bout at Hall-Johnson and Bogart                                                                          | 8                | \$30.00        | \$240.00                    |
| Hardscape at the intersection of Glade, Pool and Jackson                                                         | 8                | \$40.00        | \$320.00                    |
| Hardscape from Glade and Strathmoore to Glade and Copperglen                                                     | 8                | \$65.00        | \$520.00                    |
| Hardscape Glade and HWY 121 access Road                                                                          | 8                | \$40.00        | \$320.00                    |
| Hardscape Glade and Heritage to the Colleyville City Limit Sign                                                  | 8                | \$65.00        | \$520.00                    |
| Hardscape Pool and Hall-Johnson to Hall-Johnson and Sycamore, including crosswalks and circle in intersection    | 8                | \$65.00        | \$520.00                    |
| Hardscape Hall-Johnson and Broughton to Hall-Johnson and HWY 26, including crosswalks and circle in intersection | 8                | \$65.00        | \$520.00                    |
| Hardscape Hall-Johnson and Bogart, including crosswalk and circle in intersection                                | 8                | \$40.00        | \$320.00                    |
| Hardscape Cheek-Sparger and Jackson intersection                                                                 | 8                | \$30.00        | \$240.00                    |
| Hardscape HWY 26 and Center Park to Glade                                                                        | 8                | \$45.00        | \$360.00                    |
| Hardscape Glade and Bransford triangle                                                                           | 8                | \$30.00        | \$240.00                    |
| Hardscape John McCain and Pleasant Run Road, intersection                                                        | 8                | \$40.00        | \$320.00                    |
| Hardscape John McCain from Cotton Belt 2 entrance across Rail Road tracks to Cotton Belt 3 entrance              | 8                | \$40.00        | \$320.00                    |

*RJ*

| Hardscape Entrance to Cotton Belt 1 from L.D. Lockett              | 8                | \$40.00        | \$320.00                    |
|--------------------------------------------------------------------|------------------|----------------|-----------------------------|
| Area Five – Roundabouts/Medians- Hardscapes - Trim & Spray (Cont.) |                  |                |                             |
|                                                                    |                  |                |                             |
| PROPERTY                                                           | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
| Hardscape Riverwalk and Bluebonnet to Riverwalk and Hall-Johnson   | 8                | \$65.00        | \$520.00                    |
| Hardscape Church Street and Riverwalk                              | 8                | \$30.00        | \$240.00                    |
| Hardscape Bogart and Pleasant Run Road                             | 8                | \$30.00        | \$240.00                    |
| Hardscape Bogart and Hidden Oaks                                   | 8                | \$30.00        | \$240.00                    |

If additional mowing cycles are requested for Area Two properties, will the cost per cycle for Area Two properties need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles for Area Two properties? \_\_\_\_\_%

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The following is an estimate for turf square footage. These are estimates, it is the bidder's responsibility to inspect areas and ensure areas being bid on. These estimates do not include the league game fields at City Park or Pleasant Run Soccer Complex.

### **Estimated Square Feet for Turf Areas**

| <b>PROPERTY</b>                                       | <b>ADDRESS / LOCATION</b>              | <b>ESTIMATED TURF AREA</b> |
|-------------------------------------------------------|----------------------------------------|----------------------------|
| <b>Non-Park Building Grounds Maint.</b>               |                                        |                            |
| Colleyville Center                                    | 5300 Bluebonnet Drive                  | 177,389 sf / 4.1 acres     |
| Central Fire Station                                  | 5209 Colleyville Blvd.                 | 60,000 sf / 1.37 acres     |
| Fire Station #1                                       | 1900 Hall Johnson                      | 7,730 sf / .20 acres       |
| Fire Station #2                                       | 5212 Pool Road                         | 30,000 sf / .68 acres      |
| Fire Station #3                                       | 312 McDonwell School Road              | 38,816 sf / .90 acres      |
| Justice Center                                        | 5201 River Walk Drive                  | 102,012 sf / 2.34 acres    |
| <b>Park Properties Grounds Maint.</b>                 |                                        |                            |
| Bransford Park                                        | 405 Shelton                            | 74,052 sf / 1.7 acres      |
| City Park                                             | 5205 Bransford Road                    | 446,490 sf / 10.25 acres   |
| Kimzey Park                                           | 2200 Melanie Drive                     | 283,140 sf / 6.5 acres     |
| LD Lockett Park                                       | 315 LD Lockett Road                    | 200,376 sf / 4.6 acres     |
| McCain Park                                           | John McCain/ S. side of tracks         | .1 acres                   |
| McPherson Park                                        | 240 McDonwell School Road              | 862,917 sf / 19.81 acres   |
| Nature Center                                         | 100 Millwood Drive                     | 572,458 sf / 13.1 acres    |
| Pleasant Run Soccer Complex                           | 6501 Pleasant Run Road                 | 260,309 sf / 5.98 acres    |
| Pleasant Run Practice Facility                        | 6600 Pleasant Run Road                 | 500,940 sf / 11.5 acres    |
| Reagan Park                                           | 709 L.D. Lockett Rd.                   | 217,800 sf / 5 acres       |
| Senior Center                                         | 2512 Glade Road                        | 400,752 / 9.2 acres        |
| Sparger Park                                          | 4301 Bedford Road                      | 370,260 sf / 8.5 acres     |
| Woodbriar Park                                        | 310 W. Green briar Lane                | 82,764 sf / 1.9 acres      |
| <b>Trails, Medians, Rights-of-Ways Grounds Maint.</b> |                                        |                            |
| Bluebonnet Median / R-O-W                             | Hall Johnson Road to Riverwalk Drive   | 40,034 sf / .90 acres      |
| Bogart / R-O-W                                        | Hall Johnson Road to Pleasant Run Road | 71,787 sf / 1.65 acres     |

*Bf*



|                                       |                                |                       |
|---------------------------------------|--------------------------------|-----------------------|
| Bransford, Center Park Median / R-O-W | Glade Rd. to Colleyville Blvd. | 30,039 sf / .70 acres |
|---------------------------------------|--------------------------------|-----------------------|

### **Estimated Square Feet For Turf Areas (Cont.)**

| <b>Trails, Medians, Rights-of-Ways<br/>Grounds Maint.:<br/>(Cont.)</b> |                                                                                        |                                      |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------|
| Castleton Trail                                                        | Entry at Pleasant Run Soccer Complex from Cottonbelt Trail to end point at John McCain | 52,800 sf / 1.2 acres                |
| Cottonbelt Railroad R-O-W                                              | Hurst City Limit to Grapevine City Limit                                               | 1,742,400 sf / 40 acres<br>3.3 miles |
| Cottonbelt Phase I Trail                                               | From Bettinger Rd. to John McCain                                                      | 242,880 sf / 8.1 acres<br>2.3 miles  |
| Cottonbelt Phase II Trail                                              | From Bettinger Rd. to Hurst City Limit                                                 | 47,520 sf / 1.1 acres<br>.45 miles   |
| Cottonbelt Phase III Park                                              | Corner of SH 26 and John McCain                                                        |                                      |
| Glade Road / ROW                                                       | Corner of Heritage and Glade                                                           | 1,932 sf / .05 acres                 |
| Hall Johnson Median / R-O-W                                            | Highway 26 to Pool Road                                                                | 86,504 sf / 2.0 acres                |
| Heritage Medians                                                       | 5300 Block of Heritage Avenue                                                          | 13,524 sf / .3 acres                 |
| Longwood / Broadoak R-O-W / Greenbelt                                  | North side of Longwood / East side of Broadoak                                         | 119,310 sf / 2.7 acres               |
| McDonwell School Road Trail                                            | Precinct Line Rd. to start of Westmont Trail                                           | 63,360 sf / 1.5 acres<br>.6 miles    |
| Old Grove Trail                                                        | Exit at McPherson Park to Old Grove Rd to Stillwater Rd, ending at Westmont Trail      | 46,800 sf / 1.1 acres<br>2,340 lf    |
| Pleasant Run & Hwy 26                                                  | Building lot to include front and rear of building.                                    | 21,780 sf / .5 acres                 |
| Riley Cemetery                                                         | 3600 Block of Brown Trail                                                              | 47,700 sf / 1.1 acres                |
| Shalimar                                                               | Off Cottonbelt Trail Phase I between Pleasant Run and John McCain                      | 39,520 sf / 1.1 acres                |
| Westmont Trail                                                         | McDonwell School Rd. / Westcoat / John McCain                                          | 55,758 sf / 1.3 acres                |

NOTE: City Park and Pleasant Run Soccer Complex measurements are for general areas only. League athletic game fields are not figured in to these totals





## BID PROPOSAL

TO: City of Colleyville  
Parks Department  
100 Main Street  
Colleyville, Texas 76034

### FOR: GROUNDS MAINTENANCE CONTRACT - MOWING

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Bidders, specifications, and the attachment(s) therein referred to, and has carefully examined the location and conditions of proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to maintenance tasks, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the CITY as therein set fourth.

Accompanying this proposal is a certified Bidder's Bond or Cashier's check payable to the City of Colleyville in

the amount of Seventy thousand six hundred eighty six Dollars and Sixteen

7618.16 Cents (\$ 7618.16). The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the City of Colleyville, and shall be considered as payment for damages due to delay and other inconveniences suffered by the City of Colleyville on account of such failure of the bidder. It is understood that the City of Colleyville reserves the right to reject any and/or all bids.

In the event of the award of a contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract (performance and payment bonds will not be required on contracts less than \$25,000.00). These bonds are required to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed each month and finished in accordance with the specifications to the satisfaction of the Parks Manager.

The undersigned certifies that the bid price contained in this proposal have been carefully checked and are submitted as correct and final.

The 1985 Session of the Texas Legislature passed House Bill 620 which provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices and/or principal place of business are outside of the state of Texas) bid projects for construction,

improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. **The appropriate blanks in Section A below must be filled out by all non-resident bidders in order for their bid to meet specifications. The failure of non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must so indicate in the space provided in Section B.**

- A) 1. Non-resident vendors in \_\_\_\_\_ (give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.
2. Non-resident vendors in \_\_\_\_\_ (give state), our principal place of business, are not required to underbid resident bidders.

B) ☐ Our principal place of business or corporate offices is in the State of Texas.

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

It is understood that a lump sum price must be shown in words and figures for the item listed in this proposal, and in the event of discrepancy, the words shall control.

Did you visit the sites? Yes ☒ No ☐

*BSJ*



| WORKSHEET PAGE NUMBER                                     | TOTAL COST<br>(BOTTOM LINE TOTAL OF<br>WORKSHEET) |
|-----------------------------------------------------------|---------------------------------------------------|
| Area One - Irrigated Turf Areas – Pg. 18                  | \$94,249.40                                       |
| Area Two - Non-Irrigated Turf Areas – Pg. 19              | \$55,457.10                                       |
| Area Three – Public Works Common Areas – Pg. 20           | \$2,220.00                                        |
| Area Four – Public Works Common Areas – Pg. 20            | \$8,406.00                                        |
| Area Five – Roundabouts/Medians – Hardscapes - Pg. 21& 22 | \$7,040.00                                        |
| SUB TOTAL:                                                | \$167,372.50                                      |
| GRAND TOTAL:                                              | \$167,372.50                                      |



**Bid Proposal**  
**City of Colleyville, Texas**  
**GROUNDS MAINTENANCE CONTRACT - MOWING**

Respectfully submitted,

Whitmore & Sons Inc.  
Company Name (please print)

By: Brandon Long  
(Please print)

Signature: 

1501 Baccarat Ct.  
Bidder's Street Address

SEAL if Bidder is  
a Corporation

Date: 8/30/16

Euless, TX 76040  
City, County, State and Zip

Phone Number: 817.498.0800

Fax Number: 1-682-292-1869

E-Mail Address: whitmoreandsons@outlook.com

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

**BID PROPOSAL  
FOR  
GROUNDS MAINTENANCE CONTRACT - MOWING**

**TOTAL BID AMOUNT:**

**\$** 167,372.50

**GRAND TOTAL GROUNDS MAINTENANCE CONTRACT - MOWING  
FOR BID AMOUNT:**

One Hundred Sixty - Seven Thousand Three Hundred Seventy - Two **DOLLARS**  
Fifty **CENTS**

*All above items must be filled in by the bidder. All corrections on the Bid Proposal shall be initialed by the bidder.*

*BS*



## PERFORMANCE BOND

STATE OF TEXAS                    §  
COUNTY OF \_\_\_\_\_ §

KNOWN ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_  
and State of \_\_\_\_\_ as principal, and \_\_\_\_\_  
\_\_\_\_\_ authorized under the laws of the State of Texas to act as  
surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_  
(Owner), in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and  
there heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016, **GROUNDS MAINTENANCE CONTRACT - MOWING** to  
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied  
at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and  
perform all and singular the covenants, conditions and agreements in and by said contract agreed and  
covenanted by the Principal to be observed and conformed, and according to the true intent and  
meaning of said Contract and the Specifications hereto annexed, then this obligation shall be void;  
otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that the this bond executed pursuant to the provisions of the Texas  
Government Code, Section 2253.001\* as amended and all liabilities of this bond shall be determined in  
accordance with the provisions of said Code to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or  
addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications,  
or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does  
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract, or to the work to be performed thereunder.

\*Not applicable for federal work. See "The Miller Act" 40 U.S.C. S270.

BL

Surety holds a Certificate of Authority from the Department of the United States Treasury and is an acceptable surety on Federal Bonds or is an acceptable reinsurer and is in compliance with Texas Government Code, Section 2253.021, Article 7.19-1, Texas Insurance Code, and any other applicable State or Federal law, rule, or regulation.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2016

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

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

|                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Jim Kostiha(351531K)<br>1405 E Main St Ste 160<br><br>Eastland TX 76448-3051<br><br><b>INSURED</b><br><br>WHITMORE. & SONS, INC<br>1501 BACCARAC CT<br><br>EULESS TX 76040 |  | <b>CONTACT NAME:</b> Jim Kostiha<br><b>PHONE (A/C, No, Ext):</b> 254-629-8989<br><b>FAX (A/C, No):</b> 254-629-8979<br><b>E-MAIL ADDRESS:</b> jkostiha@farmersagent.com<br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Truck Insurance Exchange NAIC # 21709<br><b>INSURER B:</b> Farmers Insurance Exchange 21652<br><b>INSURER C:</b> Mid Century Insurance Company 21687<br><b>INSURER D:</b> Farmers Texas County Mutual Insurance Company 24392<br><b>INSURER E:</b><br><b>INSURER F:</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL SUBR INSR WVD                                                                | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                                                                   | 606256382     | 02/05/2016              | 02/05/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                        |                                                                                   | 606256394     | 02/05/2016              | 02/05/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|          | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br>EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                               | <input checked="" type="checkbox"/> OCCUR<br>CLAIMS-MADE <input type="checkbox"/> | 604422223     | 02/05/2016              | 02/05/2017              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                      | Y/N <input type="checkbox"/> N/A                                                  | A07499841     | 02/05/2016              | 02/05/2017              | WC STATUTORY LIMITS<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE-BID NO: 16-01 THE CITY OF COLLEYVILLE AND ITS OFFICERS, EMPLOYEES AND ELECTED REPRESENTATIVES ARE NAMED AS ADDITIONAL INSURED. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                        |                                                                                                                                                                                                                           |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Colleyville<br>5109 Bransford Road<br><br>Colleyville TX 76034 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Jim Kostiha</i> |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# ATTACHMENT 1

## INSURANCE

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

## INSURANCE COVERAGE REQUIRED

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

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

| <u>TYPE</u>                                                                                                                                                                                                                           | <u>AMOUNT</u>                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1. Worker's Compensation<br>and<br>Employers Liability                                                                                                                                                                                | Statutory<br><br>\$100,000/500,000/100,000                                                                 |
| <b>NOTE:</b> For building or construction projects, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment. |                                                                                                            |
| 2. Commercial General (public)<br>Liability insurance including<br>coverage for the following:                                                                                                                                        |                                                                                                            |
| a. Premises operations                                                                                                                                                                                                                | Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent. |
| b. Independent contractors                                                                                                                                                                                                            |                                                                                                            |
| c. Products/completed operations                                                                                                                                                                                                      |                                                                                                            |
| d. Personal injury                                                                                                                                                                                                                    |                                                                                                            |
| e. Advertising injury                                                                                                                                                                                                                 |                                                                                                            |
| f. Contractual liability                                                                                                                                                                                                              |                                                                                                            |
| g. Medical payments                                                                                                                                                                                                                   |                                                                                                            |
| h. Underground hazard                                                                                                                                                                                                                 |                                                                                                            |
| i. Explosion and collapse hazard                                                                                                                                                                                                      |                                                                                                            |

- j. Liquor liability *(Delete if not required)*
  - k. Fire legal liability *(Delete if not renting to others)*
  - l. City's property in Contractor's *(Delete if contractor won't take City property off City premises)* care, custody, or control
3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for:
- Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
- a. Owned/leased vehicles
  - b. Non-owned vehicles
  - c. Hired vehicles

The Contractor shall obtain, pay for and maintain an "Umbrella" excess liability insurance policy during the contract term, insuring Contractor for an amount not less than \$1,000,000 combined single limit, bodily injury and property damage liability insurance, including death, in excess of the preliminary coverage required herein above, Owner and Engineer to be named as additional insured.

#### **ADDITIONAL POLICY ENDORSEMENTS**

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

#### **REQUIRED PROVISIONS**

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

- a. Name the City of Colleyville and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;



- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days for Workmans' Compensation change in coverage

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

- c. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance is being supplied.
- d. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Colleyville;
- e. The Contractor agrees to waive subrogation against the City of Colleyville, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- f. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- g. Provide for notice to the City at the address shown below by registered mail;
- h. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

## NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Heather Dowell, Parks Manager  
City of Colleyville  
Parks and Recreation Department  
5109 Bransford Road  
Colleyville, TX 76034

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.



**WORKERS COMPENSATION INSURANCE  
FOR  
BUILDING OR CONSTRUCTION PROJECTS**

**TEXAS WORKERS COMPENSATION COMMISSION RULE 28, §110.110**

\*\*\*\*\*

As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City of Colleyville.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the City of Colleyville prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Colleyville showing that coverage has been extended.



E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Colleyville:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City of Colleyville will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the City of Colleyville in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current



certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;

(6) notify the City of Colleyville in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing the City of Colleyville that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City of Colleyville to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Colleyville.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

# CERTIFICATE OF INSURANCE

The Company indicated below certifies that the insurance afforded by the policies numbered and described below is in force as of the effective date on this certificate. This Certificate of Insurance does not amend or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy or policies numbered and described below. (this certificate shall apply to all work by subcontractors)

Certificate Holder's Name and Address:

City of Colleyville  
5109 Bransford Road  
Colleyville, Texas 76034

Insured Name and Address:

and  
City of Colleyville, Texas

## DESCRIPTION SCHEDULE

| TYPE OF INSURANCE                                                                                                                                                                              | *POLICY NUMBER AND<br>ISSUING COMPANY | POLICY<br>EFFECT<br>DATE | POLICY<br>EXPIRE<br>DATE | LIMITS OF LIABILITY<br>(Stated in Thousands)                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL LIABILITY</b><br><br>G Premises-Operations<br>G Products-Completed Operations<br>G Personal and Advertising Injury<br>G Medical Expense<br>G Fire Damage Legal<br>G Other Liability |                                       |                          |                          | General-<br>aggregate-<br>Pr. Comp. Op. Agg.-<br>Each Occurrence-<br><br>Any One Person<br>or Organization-<br>Any One Person-<br>Any One Fire-                       |
| <b>AUTOMOBILE LIABILITY</b><br><br>G Comprehensive Form<br>G Owned<br>G Hired<br>G Non-Owned                                                                                                   |                                       |                          |                          | <b>OCCURRENCE</b><br><br>Bodily Injury<br>(Each Person)-<br>Bodily Injury<br>(Each Accident)-<br>Property Damage<br>Bodily Injury and<br>Property Damage<br>Combined- |
| <b>EXCESS LIABILITY</b><br><br>G Umbrella Form                                                                                                                                                 |                                       |                          |                          | Bodily Injury and<br>Property Damage<br>Combined:<br>Occurrence-<br>Aggregate-                                                                                        |
| G Worker's Compensation<br><br>and<br><br>G Employer's Liability                                                                                                                               |                                       |                          |                          | <b>STATUTORY LIMITS</b>                                                                                                                                               |

Insurance in force for hazards indicated by X.  
Person/Phone Number

\*NOTE: Name/Address/Contact

Description of Operations/Locations  
Vehicles/Restrictions/Special Items

Producer: Name/Address/Phone Number/Fax No

Should any of the described policies be canceled before the expiration date, the insurance company will mail thirty(30) days written notice to the above named certificate holder.

Date Certificate Issued: \_\_\_\_\_

Authorized Representative \_\_\_\_\_



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/25/2010

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

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

|                                                                                  |                                                                                                                                                |                 |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| PRODUCER<br>MID CITIES INSURANCE<br>PO BOX 2465<br>COPPELL, TX 75019             | AGENT<br>KEITH EDWARDS<br>817-329-3649<br>MIPSA@MSN.COM<br>ODUCE --                                                                            | Not 817-4104616 |
| INSURED<br>WHITMORE & SONS, NC<br>BLMD LLC<br>PO BOX 210203<br>BEDFORD, TX 76095 | INSURER A - AMERICA FIRST<br>INSURER C - AMERICA FIRST<br>INSURER C - AMERICA FIRST<br>INSURER C - AMERICA FIRST<br>INSURER E -<br>INSURER F - | NAIC #          |

## COVERAGES

## CERTIFICATE NUMBER

## REVISION NUMBER

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

| INSURANCE TYPE                                                                                                                | POLICY NUMBER | DATE     | POLICY   | LIMITS                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------|---------------|----------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GENERAL LIABILITY<br>A<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE: OCCUR                                                  | CBP e81436B   | 02/05/10 | 02106111 | EACH OCCURRENCE \$1,000,000<br>E.O. RENT \$100,000<br>MED. Pr AA or n. rsn J \$6,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS-COMP JOA00 \$2,000,000 |
| GENERAL AGGREGATE LIABILITY<br>B<br>ANY AUTO<br>ALLEO AUTOS<br>SCHEOUEO AUTOS<br>HH'D AUTOS<br>NON-O'MED AUTOS                | BA 802&457    | 12/05/10 | 02105111 | COMBINED SINGLE LIMIT (Each Accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                             |
| UMBRELLA LIABILITY<br>C<br>EXCESS UAN<br>CLAIMS MADE<br>DEDUCTIBLE<br>WORKERS COMPENSATION                                    | CU 9814566    | 2/05/10  | 02/05111 | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>F.V. STAT. Y-1 121                                                                                                                    |
| EMPLOYERS' LIABILITY<br>D<br>A PROPRIETOR/PAATHWEXECUTIVE<br>OFFICER/EMPLOYEE EXCLUDED?<br>(Mandatory in NH)<br>RATIONS below | WC 9812866    | 02/05/10 | 02106111 | EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                                                                       |

DESCRIPTION OF OPERATION(S) AND LOCATIONS/VEHICLES (Attach ACORD 111, A-10150, 11 Remub Schild> Jo, #moio, 1p1 C11a nq1rv<11)  
RE: BID NO.: 07-03 THE CITY OF COLLEYVILLE AND ITS OFFICERS, EMPLOYEES, AND ELECTED REPRESENTATIVES  
ARE NAMED AS ADDITIONAL INSURED. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER  
CITY OF COLLEYVILLE  
5109 BRANSFORD RD.  
COLLEYVILLE, TX 76034

## CANCELLATION

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

AUTHORIZED BY: \_\_\_\_\_  
DATE: 8/25/10  
BY: \_\_\_\_\_

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ACORD 25 (2009/09)

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**TEXAS DEPARTMENT OF AGRICULTURE**

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TX 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

[www.tda.state.tx.us](http://www.tda.state.tx.us)



**NURSERY/FLORAL CERTIFICATE OF REGISTRATION**

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

WHITMORE & SONS, INC.  
1501 BACCARAC CT  
EULESS TX 76040

Client Name: WHITMORE AND SONS INC  
TDA Client No: 00452032

CERTIFICATE NO: 0014835

CERTIFICATE TYPE: NURSERY FLORAL CLASS 1

Effective Date: October 31, 2015

Expiration Date: October 31, 2016

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

BRANDON LONG

Is hereby licensed as a

LICENSED IRRIGATOR

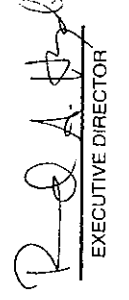
License Number

LJ0009538

Expires

06/30/2019

  
SIGNATURE

  
EXECUTIVE DIRECTOR



**TEXAS DEPARTMENT OF AGRICULTURE**  
COMMISSIONER SID MILLER  
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847  
(877) LIC-AGRI (877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE  
[www.TexasAgriculture.gov](http://www.TexasAgriculture.gov)

**COMMERCIAL PESTICIDE APPLICATOR LICENSE**

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DEBORAH SALCIDO  
1100 VALLEY VIEW DR  
HURST TX 76053

|                 |                |
|-----------------|----------------|
| TDA Client No:  | 00513234       |
| License No:     | 0669123        |
| Effective Date: | April 30, 2016 |
| Expires:        | April 30, 2017 |
| Categories:     |                |



## Properties to be maintained

Annual Contract Extension with any proposed price change increase shall not exceed the consumer price index of the Dallas / Fort Worth standard metropolitan area for the previous twelve-month period.

### Area One - Common Areas / Medians

### Manicured / Irrigated turf areas

| PROPERTY                                   | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|--------------------------------------------|------------------|----------------|-----------------------------|
| Bogart ROW                                 | 24               | \$72.60        | \$1,742.40                  |
| Bransford Park                             | 24               | \$59.50        | \$1,428.00                  |
| Bransford / Center Park Medians            | 24               | \$66.50        | \$1,596.00                  |
| City Park                                  | 24               | \$358.75       | \$8,610.00                  |
| Colleyville Center                         | 24               | \$143.50       | \$3,444.00                  |
| Central Fire Station                       | 24               | \$47.95        | \$1,150.80                  |
| Cottonbelt Phase III, Pocket Park          | 24               | \$22.50        | \$540.00                    |
| Fire Station #2                            | 24               | \$23.80        | \$571.20                    |
| Fire Station #3                            | 24               | \$31.50        | \$756.00                    |
| Hall Johnson / Bluebonnet                  | 24               | \$39.60        | \$950.40                    |
| Heritage Medians                           | 24               | \$13.20        | \$316.80                    |
| Justice Center                             | 24               | \$81.90        | \$1,965.60                  |
| Kimzey Park                                | 24               | \$227.50       | \$5,460.00                  |
| McDonwell School Rd. Trail                 | 24               | \$66.00        | \$1,584.00                  |
| McPherson Park (10.35 acres)               | 24               | \$693.35       | \$16,640.40                 |
| Pleasant Run Practice Facility (Mow at 1") | 24               | \$506.00       | \$12,144.00                 |
| Pleasant Run Soccer Complex                | 24               | \$209.30       | \$5,023.20                  |
| Reagan Park (Mow at 1")                    | 24               | \$175.00       | \$4,200.00                  |
| Senior Center (1.2 acres)                  | 24               | \$42.00        | \$1,008.00                  |
| Sparger Park                               | 24               | \$297.50       | \$7,140.00                  |
| Westmont Trail                             | 24               | \$57.20        | \$1,372.80                  |
| Woodbriar Park                             | 24               | \$66.50        | \$1,596.00                  |

If additional mowing cycles are requested for Area One properties, will the cost per cycle for Area One properties need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles for Area One properties? \_\_\_\_\_%

*RJ*

| WORKSHEET PAGE NUMBER                                     | TOTAL COST<br>(BOTTOM LINE TOTAL OF<br>WORKSHEET) |
|-----------------------------------------------------------|---------------------------------------------------|
| Area One - Irrigated Turf Areas – Pg. 18                  | \$79,239.60                                       |
| Area Two - Non-Irrigated Turf Areas – Pg. 19              | \$55,457.16                                       |
| Area Three – Public Works Common Areas – Pg. 20           | \$2,220.00                                        |
| Area Four – Public Works Common Areas – Pg. 20            | \$8,406.00                                        |
| Area Five – Roundabouts/Medians – Hardscapes - Pg. 21& 22 | \$7,040.00                                        |
| SUB TOTAL:                                                | \$152,362.70                                      |
| GRAND TOTAL:                                              | \$152,362.70                                      |

*RF*



**BID PROPOSAL  
FOR  
GROUNDS MAINTENANCE CONTRACT - MOWING**

**TOTAL BID AMOUNT:** \$ 152,362.70

**GRAND TOTAL GROUNDS MAINTENANCE CONTRACT - MOWING  
FOR BID AMOUNT:**

One Hundred Fifty-Two Thousand Three Hundred Sixty-Two DOLLARS  
Seventy CENTS

*All above items must be filled in by the bidder. All corrections on the Bid Proposal shall be initialed by the bidder.*

BSJ

# 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.

Whitmore and Sons, Inc.  
Euless, TX United States

Certificate Number:  
2017-260927

Date Filed:  
09/14/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

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.

2016-108781  
Landscape Maintenance

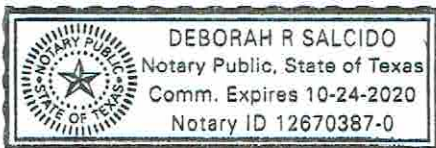
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |      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

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brandon Long, this the 14th day of September, 2017, to certify which, witness my hand and seal of office.

Deborah R Salcido Deborah R Salcido Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Whitmore and Sons, Inc.  
Euless, TX United States

Certificate Number:  
2017-260927

Date Filed:  
09/14/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

Date Acknowledged:

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.

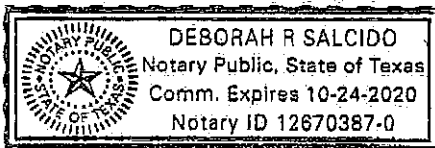
2016-108781  
Landscape Maintenance

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

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brandon Long, this the 14th day of September, 2017, to certify which, witness my hand and seal of office.

Deborah R Salcido Deborah R Salcido Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Whitmore and Sons, Inc.

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

**6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7** **Brandon Long**  
Digitally signed by Brandon Long  
DN: cn=Brandon Long, o=Whitmore and Sons, Inc., ou,  
email=b.long@whitmorelandscape.com, c=US  
Date: 2017.09.14 13:40:52 -0500  
Signature of vendor doing business with the governmental entity

9/14/2017

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## **RESOLUTION R-17-4178**

### **A RESOLUTION APPROVING THE GROUNDS MAINTENANCE MOWING CONTRACT WITH WHITMORE AND SONS, INC., IN AN AMOUNT NOT TO EXCEED \$175,265.38, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME, AND ANY ASSOCIATED CHANGE ORDERS, IN AN AMOUNT NOT TO EXCEED 25 PERCENT OF THE ORIGINAL CONTRACT PRICE**

**WHEREAS,** the City Council is committed to the best interest of the health, safety, and welfare of the citizens of Colleyville; and

**WHEREAS,** Whitmore and Sons, Inc., has provided grounds maintenance and mowing services since September 30, 2011, with contract renewals for five years, and one additional year periods, with pricing not to exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area, for the previous 12 month period; and

**WHEREAS,** all five of the contract renewals were approved and Whitmore and Sons, Inc., successfully managed the City's mowing needs for the past six years; and

**WHEREAS,** the contract was advertised for bid on August 17, 2017 and August 24, 2017; three contractors submitted a bid, and Whitmore and Sons, Inc, provided the lowest bid; and

**WHEREAS,** all legal prerequisites for the approval of this Resolution have been met, including but not limited to the Open Meetings Act.

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

- Sec. 1. THAT all of the above findings are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the Colleyville City Council hereby authorizes the city manager to execute the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., attached as Exhibit A, in an amount not to exceed \$175,265.38.
- Sec. 3. THAT this resolution shall become effective immediately from and after its passage.

**AND IT IS SO RESOLVED.**



APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON  
THIS THE 19<sup>TH</sup> DAY OF SEPTEMBER 2017.

|                         |               |                               |            |
|-------------------------|---------------|-------------------------------|------------|
| Mayor Richard Newton    | <u>AYE</u>    | Mayor Pro Tem Bobby Lindamood | <u>AYE</u> |
| Place 1, Tammy Nakamura | <u>AYE</u>    | Place 3, Kathy Wheat          | <u>AYE</u> |
| Place 4, George Dodson  | <u>ABSENT</u> | Place 5, Nancy Coplen         | <u>AYE</u> |
| Place 6, Mike Taylor    | <u>AYE</u>    |                               |            |

**ATTEST:**



Christine Loven, TRMC  
Assistant City Secretary

**CITY OF COLLEYVILLE**



Richard Newton  
Mayor

## Change Order

**City of Colleyville**  
100 Main Street  
Colleyville, Texas 76034  
(817) 503-1090

Date: April 3, 2018  
Owner: City of Colleyville  
Contractor: Whitmore & Sons, Inc.  
Project name: Grounds Maintenance Contract  
Change order number: 2

**You are directed to make the following changes in this contract:**

Cost adjustment for addition of 18 mowing cycles, annually for SH 26 ROW property maintenance.  
\$1,260.00 each cycle

The original contract sum was: \$175,265.38  
Net amount of previous change orders: \_\_\_\_\_  
Total original contract amount plus or minus net change orders: \_\_\_\_\_  
Total amount of this change order: \$22,680  
The new contract amount including this change order will be: \$197,945.38  
The contract time will be changed by the following number of days: ( 0 ) Days  
The date of completion as of the date of this change order is: No Change

**Contractor:**

Whitmore & Sons, Inc.

Company name  
PO Box 210203

Address  
Bedford, TX 76095

City, State, Zip

Date

Signature

**Owner:**

City of Colleyville -

Name

100 Main Street  
Address

Colleyville, TX 76034

City, State, Zip

Date

Signature

| <b>Contract History Overview</b>                          |              |
|-----------------------------------------------------------|--------------|
| Initial Contract (FY 17) contract price                   | \$167,372.50 |
| Renewal 1 (FY 18) contract price                          | \$175,265.38 |
| Change Order (FY 18) contract price                       | \$197,945.38 |
| Renewal 2 (FY19) contract price                           | \$207,521.48 |
| Renewal 2 (FY19) with 3.5% CPI increase<br>Contract price | \$214,784.73 |
| Renewal 3 (FY20) contract price                           | \$206,623.40 |
| Renewal 4 (FY21) contract price                           | \$206,623.40 |





August 20, 2020

City of Colleyville  
5205 Bransford Rd.  
Colleyville, TX 76034

RE: 2021 Grounds Maintenance, Mowing, Hardscapes Contract

Parks and Recreation Department:

Whitmore and Sons, Inc. is pleased to renew the annual mowing and grounds maintenance contract for 2021, with current pricing to remain in place. It is our custom to withhold increases unless unavoidable, and never to increase pricing in consecutive seasons. We appreciate our partnership, and strive to strengthen it with each passing year.

Thank you for your continued business with our company, and we look forward to another successful season in 2021.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Brandon Long", is written over a faint, stylized outline of the company logo.

Brandon Long  
COO

Whitmore and Sons, Inc.

PO BOX 210203, BEDFORD, TX 76095  
OFFICE: 817-498-0800  
[WHITMOREANDSONS@OUTLOOK.COM](mailto:WHITMOREANDSONS@OUTLOOK.COM)  
[WWW.WHITMORELANDSCAPE.COM](http://WWW.WHITMORELANDSCAPE.COM)

# Properties to be maintained

Annual Contract Extension with any proposed price change increase shall not exceed the consumer price index of the Dallas / Fort Worth standard metropolitan area for the previous twelve-month period.

Area One - Common Areas / Medians

Manicured / Irrigated turf areas

| PROPERTY                                   | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|--------------------------------------------|------------------|----------------|-----------------------------|
| Bidault House                              | 28               | \$105.00       | \$2,940.00                  |
| Bogart ROW                                 | 28               | \$72.60        | \$2,032.80                  |
| Bransford Park                             | 28               | \$59.50        | \$1,666.00                  |
| Bransford / Center Park Medians            | 28               | \$66.50        | \$1,862.00                  |
| City Park                                  | 28               | \$358.75       | \$10,045.00                 |
| 91 Cottage Lane Green Space                | 36               | \$46.50        | \$1,674.00                  |
| Colleyville Center                         | 36               | \$143.50       | \$5,166.00                  |
| Central Fire Station                       | 28               | \$47.95        | \$1,342.60                  |
| Cottonbelt Phase III, Pocket Park          | 28               | \$22.50        | \$630.00                    |
| Fire Station #2                            | 28               | \$23.80        | \$666.40                    |
| Fire Station #3                            | 28               | \$31.50        | \$882.00                    |
| Hall Johnson / Bluebonnet                  | 28               | \$39.60        | \$1,108.80                  |
| Heritage Medians                           | 28               | \$13.20        | \$369.60                    |
| Justice Center                             | 36               | \$81.90        | \$2,948.40                  |
| Kimzey Park                                | 28               | \$227.50       | \$6,370.00                  |
| McDonwell School Rd. Trail                 | 28               | \$66.00        | \$1,848.00                  |
| McPherson Park (10.35 acres)               | 28               | \$693.35       | \$19,413.80                 |
| Pleasant Run Practice Facility (Mow at 1") | 28               | \$506.00       | \$14,168.00                 |
| Pleasant Run Soccer Complex                | 28               | \$209.30       | \$5,860.40                  |
| Reagan Park (Mow at 1")                    | 28               | \$175.00       | \$4,900.00                  |
| Senior Center (1.2 acres)                  | 28               | \$42.00        | \$1,176.00                  |
| Sparger Park                               | 28               | \$297.50       | \$8,330.00                  |
| *Village                                   | 34               | \$281.65       | \$9,576.10                  |
| Westmont Trail                             | 28               | \$57.20        | \$1,601.60                  |
| Woodbriar Park                             | 28               | \$66.50        | \$1,862.00                  |
|                                            |                  |                |                             |
|                                            |                  | TOTAL COST     | \$108,439.50                |

\*Village properties added to FY19

# Properties to be maintained

| Area Two - Common Areas / Medians |                  | Manicured / Non-irrigated turf areas |                             |
|-----------------------------------|------------------|--------------------------------------|-----------------------------|
| PROPERTY                          | NUMBER OF CYCLES | COST PER CYCLE                       | INITIAL CONTRACT TOTAL COST |
| Castleton Trail                   | 18               | \$52.80                              | \$950.40                    |
| Cottonbelt Phase I Trail          | 18               | \$356.40                             | \$6,415.20                  |
| Cottonbelt Phase II Trail         | 18               | \$48.40                              | \$871.20                    |
| Cottonbelt Railroad ROW           | 9                | \$1,760.00                           | \$15,840.00                 |
| Fire Station – Hall Johnson       | 18               | \$35.00                              | \$630.00                    |
| Glade Road                        | 18               | \$35.00                              | \$630.00                    |
| LD Lockett Park                   | 18               | \$161.00                             | \$2,898.00                  |
| LD Lockett Rd to Westcoat ROW     | 18               | \$35.00                              | \$630.00                    |
| *Longwood / Broadoak              | 18               | \$118.80                             | \$2,138.40                  |
| McCain Park                       | 18               | \$35.00                              | \$630.00                    |
| McPherson Park (9.46 acres)       | 18               | \$416.25                             | \$7,492.50                  |
| Nature Center                     | 18               | \$458.50                             | \$8,253.00                  |
| Pleasant Run & Hwy 26 (Lot)       | 18               | \$35.00                              | \$630.00                    |
| Riley Cemetery                    | 18               | \$48.40                              | \$871.20                    |
| Senior Center (8 acres)           | 18               | \$352.00                             | \$6,336.00                  |
| Shalimar                          | 18               | \$48.40                              | \$871.20                    |
| **SH 26 ROW                       | 18               | \$1,260.00                           | \$22,680.00                 |
|                                   |                  | TOTAL COST                           | \$78,767.10                 |

\*To include bridge and embankment area

\*\*Added to FY18 as a change order



# Properties to be maintained

## Area Three – Public Works Common Areas / Channels – Mow, Trim & Spray

| PROPERTY                                        | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|-------------------------------------------------|------------------|----------------|-----------------------------|
| Elm Street Channel                              | 8                | \$65.00        | \$520.00                    |
| Cheek Sparger/Green Briar Channel               | 8                | \$99.00        | \$792.00                    |
| 5500 Block Winding Trail Channel - West         | 8                | \$78.50        | \$628.00                    |
| 5500 Block Winding Trail Channel - East         | 8                | \$82.35        | \$658.80                    |
| *1800 Block Gatehouse Court Channel             | 8                | \$35.00        | \$280.00                    |
| Old Glade Road Channel                          | 8                | \$35.00        | \$280.00                    |
| ***L.D. Lockett Channel (West Side & East Side) | 8                | \$52.50        | \$420.00                    |
|                                                 |                  | TOTAL COST     | \$3,578.80                  |

\*Spray Only

\*\*L.D. Lockett Channel (West Side) added to FY20

\*\*\*L.D. Lockett Channel (East Side) added to FY21

## Area Four – Public Works Common Areas – Mow & Trim Only

| PROPERTY                               | NUMBER OF CYCLES | COST PER CYCLE | INITIAL CONTRACT TOTAL COST |
|----------------------------------------|------------------|----------------|-----------------------------|
| L.D. Lockett ROW                       | 18               | \$60.50        | \$1,089.00                  |
| Lloyd Circle                           | 8                | \$22.50        | \$180.00                    |
| Fire Station – 5209 SH 26              | 18               | \$40.00        | \$720.00                    |
| 1601 Hall Johnson (Public Works)       | 36               | \$101.00       | \$3,636.00                  |
| 240 McDonwell School Rd. (Water Tower) | 18               | \$32.00        | \$576.00                    |
| 729 L.D. Lockett (Pump Station)        | 18               | \$52.50        | \$945.00                    |
| 6015 Bransford (Water Tower)           | 18               | \$30.00        | \$540.00                    |
| Open Lot @ Glade & River Walk          | 18               | \$30.00        | \$540.00                    |
| 7500 Overland Trail                    | 18               | \$30.00        | \$540.00                    |
|                                        |                  | TOTAL COST     | \$8,766.00                  |

Area Five – Roundabouts/Medians- Hardscapes - Trim & Spray

| PROPERTY                                                                                                         | NUMBER<br>OF CYCLES | COST PER CYCLE | INITIAL CONTRACT<br>TOTAL COST |
|------------------------------------------------------------------------------------------------------------------|---------------------|----------------|--------------------------------|
| Round-A-Bout at John McCain and Pleasant Run Road                                                                | 8                   | \$30.00        | \$240.00                       |
| Round-A-Bout at Glade and Pool Road                                                                              | 8                   | \$30.00        | \$240.00                       |
| Round-A-Bout at Jackson and Cheek-Sparger                                                                        | 8                   | \$30.00        | \$240.00                       |
| Round-A-Bout at Hall-Johnson and Bogart                                                                          | 8                   | \$30.00        | \$240.00                       |
| Hardscape at the intersection of Glade, Pool and Jackson                                                         | 8                   | \$40.00        | \$320.00                       |
| Hardscape from Glade and Strathmoore to Glade and Copperglen                                                     | 8                   | \$65.00        | \$520.00                       |
| Hardscape Glade and HWY 121 access Road                                                                          | 8                   | \$40.00        | \$320.00                       |
| Hardscape Glade and Heritage to the Colleyville City Limit Sign                                                  | 8                   | \$65.00        | \$520.00                       |
| Hardscape Pool and Hall-Johnson to Hall-Johnson and Sycamore, including crosswalks and circle in intersection    | 8                   | \$65.00        | \$520.00                       |
| Hardscape Hall-Johnson and Broughton to Hall-Johnson and HWY 26, including crosswalks and circle in intersection | 8                   | \$65.00        | \$520.00                       |
| Hardscape Hall-Johnson and Bogart, including crosswalk and circle in intersection                                | 8                   | \$40.00        | \$320.00                       |
| Hardscape Cheek-Sparger and Jackson intersection                                                                 | 8                   | \$30.00        | \$240.00                       |
| Hardscape HWY 26 and Center Park to Glade                                                                        | 8                   | \$45.00        | \$360.00                       |
| Hardscape Glade and Bransford triangle                                                                           | 8                   | \$30.00        | \$240.00                       |
| Hardscape John McCain and Pleasant Run Road, intersection                                                        | 8                   | \$30.00        | \$240.00                       |
| Hardscape John McCain from Cotton Belt 2 entrance across Rail Road tracks to Cotton Belt 3 entrance              | 8                   | \$40.00        | \$320.00                       |
| Hardscape Entrance to Cotton Belt 1 from L.D. Lockett                                                            | 8                   | \$40.00        | \$320.00                       |

| Area Five – Roundabouts/Medians- Hardscapes - Trim & Spray (Cont.) |   |                   |                   |
|--------------------------------------------------------------------|---|-------------------|-------------------|
| Hardscape Riverwalk and Bluebonnet to Riverwalk and Hall-Johnson   | 8 | \$65.00           | \$520.00          |
| Hardscape Church Street and Riverwalk                              | 8 | \$30.00           | \$240.00          |
| Hardscape Bogart and Pleasant Run Road                             | 8 | \$30.00           | \$240.00          |
| Hardscape Bogart and Hidden Oaks                                   | 8 | \$30.00           | \$240.00          |
| *Hardscape Herbert to Precinct Line                                | 8 | \$14.00           | \$112.00          |
|                                                                    |   | <b>TOTAL COST</b> | <b>\$7,072.00</b> |

\*Added to FY20

| WORKSHEET PAGE NUMBER                                     | TOTAL COST<br>(BOTTOM LINE TOTAL OF WORKSHEET) |
|-----------------------------------------------------------|------------------------------------------------|
| Area One - Irrigated Turf Areas – Pg. 18                  | \$108,439.50                                   |
| Area Two - Non-Irrigated Turf Areas – Pg. 19              | \$78,767.10                                    |
| Area Three – Public Works Common Areas – Pg. 20           | \$3,578.80                                     |
| Area Four – Public Works Common Areas – Pg. 20            | \$8,766.00                                     |
| Area Five – Roundabouts/Medians – Hardscapes - Pg. 21& 22 | \$7,072.00                                     |
| <b>SUB TOTAL:</b>                                         | <b>\$206,623.40</b>                            |
| <b>GRAND TOTAL:</b>                                       | <b>\$206,623.40</b>                            |

Contract Mowing Prices and Properties to be maintained by Whitmore and Sons for FY2021:

  
 Whitmore and Sons  
 Date Signed: 8/20/2020

\_\_\_\_\_  
 Jerry Ducay, Colleyville City Manager





# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 4c

**Agenda Date** 9/15/2020

**Number** Resolution R-20-4535

**Type** Resolution

**Department** City Manager

---

## **Title**

Approval of the FY2021 fleet replacement schedule

## **Strategic Plan**

2.4 Demonstrate stewardship of public resources

## **Explanation**

### ***Reading and Public Hearing***

This agenda item provides for approval of the vehicles to be replaced in FY2021. The plan calls for the sale of 14 vehicles and the purchase of 15 vehicles. The purchases and sales will be coordinated by Enterprise Fleet Management, who has been contracted by the City to assist with fleet management.

## **Financial Impact**

Funding for the fleet replacements are provided for in the proposed FY2021 budget and/or from available cash balances in the Vehicle and Equipment Replacement Fund.

## **Recommendation**

Approve

## **Attachments**

1. 2021 Purchase and Sell List - Colleyville

### FY 2021 Vehicles to Sell

| Vehicle # | Department             | Year | Make      | Model                                                  | Age | Est. Annual Mileage | Current Odometer | Est. Mileage at Time of Replacement | Est. MV At time of sale | MV less Disposal |
|-----------|------------------------|------|-----------|--------------------------------------------------------|-----|---------------------|------------------|-------------------------------------|-------------------------|------------------|
| 526       | Parks & Recreation     | 2001 | Ford      | F-250 XL 4x2 SD Super Cab 141.8 in. WB HD              | 18  | 4,869               | 87,639           | 87,639                              | \$ 1,000                | \$ 600           |
| 728       | Engineering Department | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 9,027               | 36,108           | 45,135                              | \$ 10,500               | \$ 10,100        |
| 903       | Community Development  | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 7,627               | 30,506           | 38,133                              | \$ 11,000               | \$ 10,600        |
| 679       | Street Department      | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 5,326               | 21,304           | 26,630                              | \$ 12,000               | \$ 11,600        |
| 335       | Engineering Department | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 4,268               | 17,072           | 21,340                              | \$ 12,000               | \$ 11,600        |
| 904       | Community Development  | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 1,001               | 4,003            | 5,004                               | \$ 13,500               | \$ 13,100        |
| 697       | Drainage Services      | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 5,483               | 21,930           | 27,413                              | \$ 12,000               | \$ 11,600        |
| 817       | Water Support          | 2015 | Ford      | F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB | 4   | 10,415              | 41,661           | 52,076                              | \$ 10,500               | \$ 10,100        |
| 1153      | Police Department      | 2016 | Ford      | Taurus SE 4dr Front-wheel Drive Sedan                  | 5   | 2,387               | 7,162            | 11,937                              | \$ 10,900               | \$ 10,500        |
| 1154      | Police Department      | 2016 | Ford      | Taurus SE 4dr Front-wheel Drive Sedan                  | 5   | 2,747               | 8,240            | 13,733                              | \$ 10,900               | \$ 10,500        |
| 1155      | Police Department      | 2016 | Ford      | Taurus SE 4dr Front-wheel Drive Sedan                  | 5   | 16,943              | 50,830           | 84,717                              | \$ 7,800                | \$ 7,400         |
| 1128      | Police Department      | 2013 | Chevrolet | Tahoe Police Vehicle 4x2                               | 7   | 13,386              | 80,313           | 30,000                              | \$ 6,000                | \$ 5,600         |
| 1134      | Police Department      | 2014 | Chevrolet | Tahoe Police Vehicle 4x2                               | 6   | 18,279              | 91,393           | 25,000                              | \$ 7,000                | \$ 6,600         |
| 1143      | Police Department      | 2015 | Chevrolet | Tahoe Police Vehicle 4x2                               | 7   | 15,430              | 61,720           | 61,720                              | \$ 10,500               | \$ 10,100        |

#### Repurposing and keeping

|      |           |      |           |                          |   |        |        |  |  |  |
|------|-----------|------|-----------|--------------------------|---|--------|--------|--|--|--|
| 1157 | PD Patrol | 2017 | Chevrolet | Tahoe Police Vehicle 4x2 | 3 | 15,756 | 47,269 |  |  |  |
| 1158 | PD Patrol | 2017 | Chevrolet | Tahoe Police Vehicle 4x2 | 3 | 13,335 | 40,006 |  |  |  |

### FY 2021 Vehicle Purchases

| Department             | Capitalized Cost of Vehicle | AME       | Total Capitalized Cost Including AME | Annual Management Fee | Term | New Year | Make      | Model                                                     |
|------------------------|-----------------------------|-----------|--------------------------------------|-----------------------|------|----------|-----------|-----------------------------------------------------------|
| Parks & Recreation     | \$ 33,882                   | \$ 13,000 | \$ 46,882                            | \$ 360                | 48   | 2021     | Ford      | F350 XL 4x2 SD Super Cab 8 ft. box 164 in. WB SRW         |
| Parks & Recreation     | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Engineering Department | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Community Development  | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Street Department      | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Engineering Department | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Community Development  | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Drainage Services      | \$ 28,917                   | \$ 1,525  | \$ 30,442                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Water Support          | \$ 26,731                   | \$ 1,166  | \$ 27,897                            | \$ 360                | 48   | 2021     | Chevrolet | Silverado 1500 WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB |
| Police Department      | \$ 44,612                   | \$ 2,500  | \$ 47,112                            | \$ 360                | 48   | 2021     | Chevrolet | Tahoe LS 4x2                                              |
| Police Department      | \$ 44,612                   | \$ 2,500  | \$ 47,112                            | \$ 360                | 48   | 2021     | Chevrolet | Tahoe LS 4x2                                              |
| Police Department      | \$ 18,261                   | \$ 2,500  | \$ 20,761                            | \$ 360                | 48   | 2021     | Chevrolet | Malibu LS w/1FL 4dr Sedan                                 |
| Police Department      | \$ 36,788                   | \$ 37,000 | \$ 73,788                            | \$ 360                | 48   | 2021     | Chevrolet | Tahoe Police Vehicle 4x2                                  |
| Police Department      | \$ 36,788                   | \$ 37,000 | \$ 73,788                            | \$ 360                | 48   | 2021     | Chevrolet | Tahoe Police Vehicle 4x2                                  |
| Police Department      | \$ 36,788                   | \$ 37,000 | \$ 73,788                            | \$ 360                | 48   | 2021     | Chevrolet | Tahoe Police Vehicle 4x2                                  |





# 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** 9/15/2020

**Number** Resolution R-20-4535

## **Title**

Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)

## **Strategic Plan**

- 1.4 Communicate thoroughly and strategically
- 3.4 Thoroughly plan for future capital investments and associated costs

## **Explanation**

### ***Reading and Public Hearing***

In order to plan for Colleyville's long-term needs, the City's comprehensive Capital Improvement Plan (CIP) is updated each year as a part of the annual budget process. The CIP provides an opportunity to consider all of the City's capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures. The CIP operates on a multi-year basis and utilizes a variety of funding sources, both from the City and other entities. During the July 7, 2020 City Council Worksession, staff presented the draft FY 2021-2025 CIP for discussion and comment. The CIP was also included in the proposed FY 2021 budget presentation on August 4, 2020.

The FY 2021-2025 CIP document has been expanded to include projected beginning and ending available balances for each year, for each funding source. In addition to estimated expenditures for each fiscal year, estimates for anticipated revenues that add to available funding have also been included.

Approval of this resolution adopting the Capital Improvement Program for Fiscal Years 2021-2025 replaces any previously approved Capital Improvement Programs. Approval directs staff to begin working on Year 1 (FY 2021) projects. Individual contracts for projects will be brought forward for City Council approval in accordance with the City's purchasing policy.

## **Financial Impact**

Year 1 (FY 2021) of the Five Year CIP is funded based on projections of available resources. Funding for identified projects is either already available from existing cash, is planned in annual operating budgets, or is anticipated to be available based on revenue forecasts.

## **Recommendation**

Approve

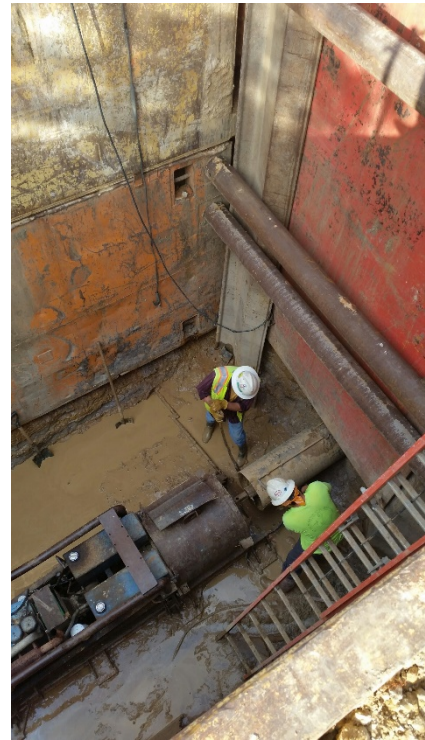
## **Attachments**

1. 2021-2025 Capital Improvement Program
2. Presentation



## Fiscal Year 2021 – 2025 CAPITAL IMPROVEMENT PROGRAM

Adopted by Resolution No.





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## **Overview**

In keeping with the City's focus to sustain and plan for Colleyville's long-term needs, the fiscal year 2021 budget includes the City's 5-Year comprehensive Capital Improvement Plan (CIP). This plan identifies planned projects for the next five years, based on funding availability, and a schedule for completion. Capital projects are defined as those projects requiring an investment of \$50,000 or more and that have a useful life of at least five years. The CIP provides an opportunity to consider all of the city's capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures.

The Capital Projects Fund itself has no dedicated revenue source; any income received is from transfers from other funds, to set aside funding for capital projects that are often multi-year in nature and not appropriate for an annual operating budget. It is also the holding place for street impact fees, perimeter street fees, and other escrows until they are used for eligible purposes. Similarly, the Utility Capital Projects Fund (created in FY 2017) receives funding from transfers from surpluses from the Utility (operating) Fund and revenue from the Utility Capital Projects base rate on utility bills, for use on utility capital projects. It is also the holding place for water and wastewater impact fees, until they are used for eligible utility capital projects. The 5-Year CIP utilizes a variety of funding sources including the City's major operating funds, capital projects funds, special revenue funds, and other entities such as the state and regional grants.

Project descriptions also include information relating to any anticipated operating costs associated with the capital project, however, most capital projects do not require any new operating costs if they are primarily improvement to or replacement of already existing infrastructure.

## **Capital Revenue Sources and Strategy**

The Capital Improvement Plan is simply that – a plan. As such, projects are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Mayor and City Council. Because priorities can change, projects included in outward planning years are not guaranteed for funding. All budgets are constrained by available revenues. Capital projects are prioritized so that available funds are allocated based on need, Council priority, and their impact on service provision. The 5-year Capital Improvement Plan includes funding for a variety of City projects.

### **Pay as you Go – Capital Projects Fund, Capital Utility Fund, and Drainage Fund**

Whenever possible, pay-as-you-go ("operating revenue" or "Transfer from --- Fund") funding is the preferred method of funding CIP projects. These funds provide for a majority of the street maintenance projects as well as drainage and utility related projects.

### **Colleyville Economic Development Corporation (CEDC)**

The Colleyville Economic Development Corporation (CEDC) is funded by a one-half cent sales tax approved by voters in 1996. The ballot language states that the sales tax will "provide for parks and park facilities, a library, a community center, open space improvements, and other facilities and improvements only as authorized by Section 4B of Article 5190.6" of the Local Government Code.

**Impact Fees**

Transportation, water, and wastewater impact fees are collected throughout the City. These impact fees can only be spent in the Service Area they were collected and/or the specific CIP project identified in the impact fee study.

**Tax Increment Financing (TIF) District Fund**

Projects included in the original and amended TIF plan are funded through this fund.

**Third Party Partnerships**

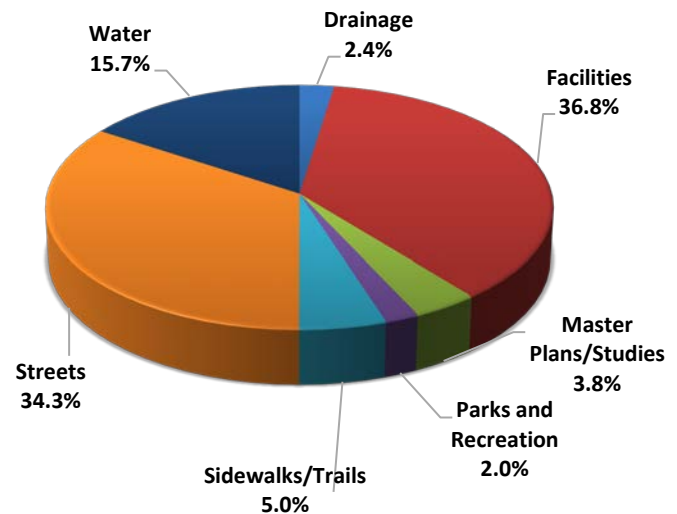
Funding for various improvements is provided by external sources or third parties. These work efforts are usually associated with individual projects and programs and are developed on a project/program basis. The City continues to aggressively pursue federal, state, and regional grant funding, and have been successful in many of these efforts.



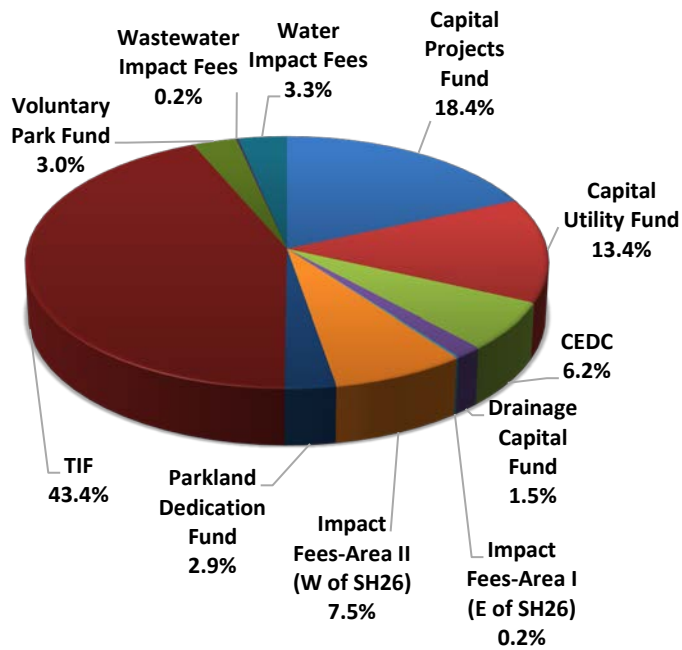
## Fiscal Year 2020 Projects by Category and Funding Source

### Fiscal Year 2020 Projects by Category

| Project Category     | Amount              |
|----------------------|---------------------|
| Drainage             | \$500,000           |
| Facilities/Land      | \$7,519,500         |
| Master Plans/Studies | \$778,000           |
| Parks and Recreation | \$405,000           |
| Sidewalks/Trails     | \$1,028,535         |
| Streets              | \$7,004,709         |
| Water                | \$3,215,745         |
| <b>TOTAL</b>         | <b>\$20,451,489</b> |



### Fiscal Year 2020 Projects by Funding Source

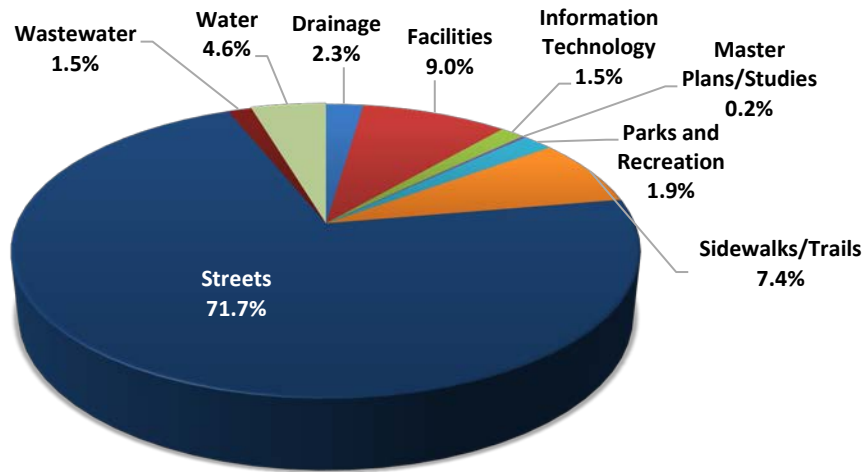


| Funding Source                  | Amount              |
|---------------------------------|---------------------|
| Capital Projects Fund           | \$3,761,545         |
| Capital Utility Fund            | \$2,749,520         |
| CEDC                            | \$1,274,500         |
| Drainage Capital Fund           | \$316,460           |
| Impact Fees-Area I (E of SH26)  | \$32,000            |
| Impact Fees-Area II (W of SH26) | \$1,532,000         |
| Parkland Dedication Fund        | \$586,500           |
| TIF                             | \$8,873,244         |
| Voluntary Park Fund             | \$615,000           |
| Wastewater Impact Fees          | \$32,000            |
| Water Impact Fees               | \$678,720           |
| <b>TOTAL</b>                    | <b>\$20,451,489</b> |

## Fiscal Year 2021-2025 Capital Improvement Program Total Summary

Colleyville's 2021-2025 CIP identifies projects ranging from new infrastructure and rehabilitation to information technology and equipment. The program projects are grouped into categories and are funded through multiple sources as identified below.

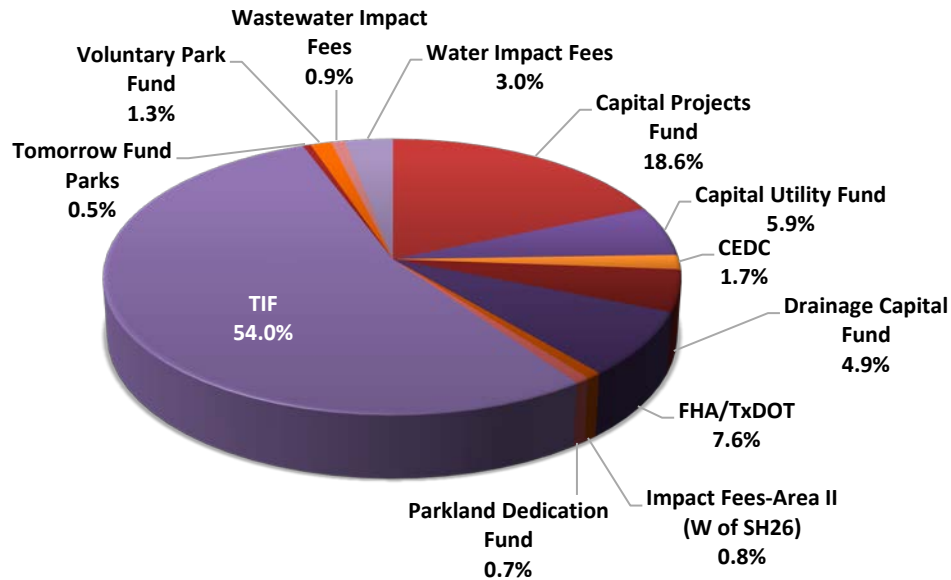
### Fiscal Year 2021-2025 Program Categories



| Project Category       | 2021                | 2022                | 2023                | 2024               | 2025               | Total               |
|------------------------|---------------------|---------------------|---------------------|--------------------|--------------------|---------------------|
| Drainage               | \$925,000           | \$900,000           | \$500,000           | \$500,000          | \$500,000          | \$3,325,000         |
| Facilities             | \$3,617,600         | \$3,675,000         | \$1,484,000         | \$475,000          | \$50,000           | \$9,301,600         |
| Information Technology | \$600,000           | —                   | —                   | —                  | \$100,000          | \$700,000           |
| Master Plans/Studies   | \$90,900            | —                   | —                   | —                  | —                  | \$90,900            |
| Parks and Recreation   | \$745,000           | \$955,000           | \$1,775,000         | \$75,000           | \$75,000           | \$3,625,000         |
| Sidewalks/Trails       | \$2,975,000         | \$2,050,000         | \$3,950,000         | \$2,550,000        | \$1,050,000        | \$12,575,000        |
| Streets                | \$28,860,000        | \$13,197,302        | \$2,200,000         | \$1,750,000        | \$1,750,000        | \$47,757,302        |
| Wastewater             | \$590,000           | \$3,300,000         | —                   | —                  | —                  | \$3,890,000         |
| Water                  | \$1,850,000         | \$2,950,000         | \$5,250,000         | \$1,900,000        | \$3,200,000        | \$15,150,000        |
| <b>Total</b>           | <b>\$40,253,500</b> | <b>\$27,027,302</b> | <b>\$15,159,000</b> | <b>\$7,250,000</b> | <b>\$6,575,000</b> | <b>\$96,414,802</b> |

Further details of the planned programs/projects are provided in subsequent tables for each project group.

## Fiscal Year 2021-2025 Program Funding Sources



| Funding Source                  | 2021                | 2022                | 2023                | 2024               | 2025               | Total               |
|---------------------------------|---------------------|---------------------|---------------------|--------------------|--------------------|---------------------|
| Capital Projects Fund           | \$7,480,000         | \$4,350,000         | \$4,575,000         | \$4,075,000        | \$4,575,000        | \$25,055,000        |
| Capital Utility Fund            | \$2,370,000         | \$4,950,000         | \$2,000,000         | \$1,900,000        | \$1,200,000        | \$12,420,000        |
| CEDC                            | \$685,000           | \$875,000           | \$1,300,000         | \$375,000          | \$300,000          | \$3,535,000         |
| Drainage Capital Fund           | \$1,975,000         | \$300,000           | \$300,000           | \$300,000          | \$300,000          | \$3,175,000         |
| FHA/TxDOT                       | \$3,077,000         | \$1,222,302         | —                   | —                  | —                  | \$4,299,302         |
| Impact Fees-Area II (W of SH26) | \$310,000           | —                   | —                   | —                  | —                  | \$310,000           |
| Parkland Dedication Fund        | \$300,000           | \$659,000           | —                   | —                  | —                  | \$959,000           |
| TIF                             | \$21,756,500        | \$10,750,000        | \$4,384,000         | \$600,000          | \$250,000          | \$37,740,500        |
| Tomorrow Fund Colleyville       | —                   | \$2,500,000         | —                   | —                  | —                  | \$2,500,000         |
| Tomorrow Fund Parks             | \$200,000           | \$41,000            | \$700,000           | —                  | —                  | \$941,000           |
| Voluntary Library Fund          | —                   | —                   | —                   | —                  | \$100,000          | \$100,000           |
| Voluntary Park Fund             | \$530,000           | \$580,000           | —                   | —                  | —                  | \$1,110,000         |
| Wastewater Impact Fees          | \$350,000           | —                   | —                   | —                  | —                  | \$350,000           |
| Water Impact Fees               | \$1,220,000         | \$800,000           | \$1,900,000         | —                  | —                  | \$3,920,000         |
| <b>Total</b>                    | <b>\$40,253,500</b> | <b>\$27,027,302</b> | <b>\$15,159,000</b> | <b>\$7,250,000</b> | <b>\$6,725,000</b> | <b>\$96,414,802</b> |



## Program Summaries by Group

### Drainage

Drainage improvements are developed to optimize the performance and maintainability of the overall existing system. Projects are identified by utilizing the 2019 Storm Drainage Master Plan, staff recommendations, community input, and review by the Drainage Task Force. All projects requiring funding are reviewed and acted on by the City Council. Investments are made in: rehabilitating degraded open drainage channels to perform as designed and to facilitate ongoing maintenance; staff utilizes technology to inspect various aspects of the underground drainage system to ensure it is performing as designed; and by utilization of the work order system to track and identify recurring drainage problems so that an in-depth investigation can identify underlying causes and develop solutions.

#### Program Summary: Drainage

| Drainage                               | 2021             | 2022             | 2023             | 2024             | 2025             | Total              |
|----------------------------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| <b>Drainage Infrastructure</b>         |                  |                  |                  |                  |                  |                    |
| Drainage Improvements FY2021           | \$500,000        | —                | —                | —                | —                | \$500,000          |
| Drainage Improvements FY2022           | —                | \$500,000        | —                | —                | —                | \$500,000          |
| Drainage Improvements FY2023           | —                | —                | \$500,000        | —                | —                | \$500,000          |
| Drainage Improvements FY2024           | —                | —                | —                | \$500,000        | —                | \$500,000          |
| Drainage Improvements FY2025           | —                | —                | —                | —                | \$500,000        | \$500,000          |
| <b>Drainage Infrastructure Total</b>   | <b>\$500,000</b> | <b>\$500,000</b> | <b>\$500,000</b> | <b>\$500,000</b> | <b>\$500,000</b> | <b>\$2,500,000</b> |
| <b>Rehabilitation</b>                  |                  |                  |                  |                  |                  |                    |
| Flood Gates Upgrade                    | \$425,000        | —                | —                | —                | —                | \$425,000          |
| Drainage Improvements at Nature Center | —                | \$400,000        | —                | —                | —                | \$400,000          |
| <b>Rehabilitation Total</b>            | <b>\$425,000</b> | <b>\$400,000</b> | <b>\$0</b>       | <b>\$0</b>       | <b>\$0</b>       | <b>\$825,000</b>   |
| <b>Drainage Total</b>                  | <b>\$925,000</b> | <b>\$900,000</b> | <b>\$500,000</b> | <b>\$500,000</b> | <b>\$500,000</b> | <b>\$3,325,000</b> |

## Facilities

Staff is implementing a Facility Condition Assessment (FCA) approach for City owned facilities. The FCA is planned as a major assessment management tool to develop a comprehensive evaluation of the condition of each facility, as a means to work proactively on scheduled maintenance and repair, as well as assess short-term and long-term investment strategies.

Conducting an FCA involves the collection of data on the condition of each building or facility and categorizing the information into building system components, such as roofing or HVAC. Once the information is gathered for all locations, the evaluation for facility needs can be conducted on a systematic approach where objective determinations can be made based on clear priorities and benchmarks. Conducting an FCA also sets up a system for proactive preventative maintenance which can then alleviate the need for expensive capital replacement.

### Program Summary: Facilities

| Facilities                                        | 2021             | 2022            | 2023            | 2024            | 2025            | Total            |
|---------------------------------------------------|------------------|-----------------|-----------------|-----------------|-----------------|------------------|
| <b>New Construction</b>                           |                  |                 |                 |                 |                 |                  |
| City Hall Dumpster Enclosure and Storage Facility | \$150,000        | —               | —               | —               | —               | \$150,000        |
| Pleasant Run Practice Fields New Restroom         | \$300,000        | —               | —               | —               | —               | \$300,000        |
| <b>New Construction Total</b>                     | <b>\$450,000</b> | <b>\$0</b>      | <b>\$0</b>      | <b>\$0</b>      | <b>\$0</b>      | <b>\$450,000</b> |
| <b>Pavement Markings</b>                          |                  |                 |                 |                 |                 |                  |
| Parking Facility Pavement Marking-2021            | \$50,000         | —               | —               | —               | —               | \$50,000         |
| Parking Facility Pavement Marking-2022            | —                | \$50,000        | —               | —               | —               | \$50,000         |
| Parking Facility Pavement Marking-2023            | —                | —               | \$50,000        | —               | —               | \$50,000         |
| Parking Facility Pavement Marking-2024            | —                | —               | —               | \$50,000        | —               | \$50,000         |
| Parking Facility Pavement Marking-2025            | —                | —               | —               | —               | \$50,000        | \$50,000         |
| <b>Pavement Markings Total</b>                    | <b>\$50,000</b>  | <b>\$50,000</b> | <b>\$50,000</b> | <b>\$50,000</b> | <b>\$50,000</b> | <b>\$250,000</b> |
| <b>Rehabilitation</b>                             |                  |                 |                 |                 |                 |                  |
| Central Fire Station Interior Renovation          | \$125,000        | —               | —               | —               | —               | \$125,000        |
| City Hall Interior Renovation                     | \$400,000        | —               | —               | —               | —               | \$400,000        |
| City Hall/Library - HVAC Replacement              | \$327,600        | —               | —               | —               | —               | \$327,600        |
| Fire Station 2 AC Replacement                     | \$30,000         | —               | —               | —               | —               | \$30,000         |
| Fire Stations Bay Area Renovation                 | \$200,000        | —               | —               | —               | —               | \$200,000        |
| Improvements to Parks Building (on Bransford)     | \$380,000        | —               | —               | —               | —               | \$380,000        |
| Justice Center - HVAC Replacement                 | \$395,000        | —               | —               | —               | —               | \$395,000        |

| <b>Facilities</b>                                   | <b>2021</b>        | <b>2022</b>        | <b>2023</b>        | <b>2024</b>      | <b>2025</b>     | <b>Total</b>       |
|-----------------------------------------------------|--------------------|--------------------|--------------------|------------------|-----------------|--------------------|
| Justice Center Exterior Safety Enhancements         | \$450,000          | —                  | —                  | —                | —               | \$450,000          |
| Library 2nd Floor Renovation                        | \$125,000          | —                  | —                  | —                | —               | \$125,000          |
| Public Works Service Center Renovations             | \$500,000          | —                  | —                  | —                | —               | \$500,000          |
| Senior Center Exterior Renovations                  | \$120,000          | —                  | —                  | —                | —               | \$120,000          |
| Senior Center RFP Professional Services             | \$65,000           | —                  | —                  | —                | —               | \$65,000           |
| Justice Center Exterior Cleaning and Sealing        | —                  | \$350,000          | —                  | —                | —               | \$350,000          |
| Justice Center Interior Renovation                  | —                  | \$200,000          | —                  | —                | —               | \$200,000          |
| Restroom Facility Renovation FY2022                 | —                  | \$75,000           | —                  | —                | —               | \$75,000           |
| Senior Center Renovations                           | —                  | \$3,000,000        | —                  | —                | —               | \$3,000,000        |
| City Hall - Boiler Replacement                      | —                  | —                  | \$200,000          | —                | —               | \$200,000          |
| Rehabilitate the Historic Fire Station              | —                  | —                  | \$234,000          | —                | —               | \$234,000          |
| Senior Center Renovations-2023                      | —                  | —                  | \$1,000,000        | —                | —               | \$1,000,000        |
| City Hall and Library Exterior Cleaning and Sealing | —                  | —                  | —                  | \$350,000        | —               | \$350,000          |
| Restroom Facility Renovation FY2024                 | —                  | —                  | —                  | \$75,000         | —               | \$75,000           |
| <b>Rehabilitation Total</b>                         | <b>\$3,117,600</b> | <b>\$3,625,000</b> | <b>\$1,434,000</b> | <b>\$425,000</b> | <b>\$0</b>      | <b>\$8,601,600</b> |
| <b>Facilities Total</b>                             | <b>\$3,617,600</b> | <b>\$3,675,000</b> | <b>\$1,484,000</b> | <b>\$475,000</b> | <b>\$50,000</b> | <b>\$9,301,600</b> |



## Information Technology

The City of Colleyville partnered with the City of Grapevine and the Grapevine/Colleyville Independent School District to install additional fiber optic throughout the City. This initiative will ensure the city has the bandwidth and connections to support current systems but will also grow to meet the technology needs of the City's departments.

### Program Summary: Information Technology

| Information Technology              | 2021             | 2022       | 2023       | 2024       | 2025             | Total            |
|-------------------------------------|------------------|------------|------------|------------|------------------|------------------|
| <b>New Construction</b>             |                  |            |            |            |                  |                  |
| Fiber Optic                         | \$300,000        | —          | —          | —          | —                | \$300,000        |
| <b>New Construction Total</b>       | <b>\$300,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b>       | <b>\$300,000</b> |
| <b>Equipment</b>                    |                  |            |            |            |                  |                  |
| Library Equipment Replacement       | —                | —          | —          | —          | \$100,000        | \$100,000        |
| <b>Equipment Total</b>              | <b>\$0</b>       | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$100,000</b> | <b>\$100,000</b> |
| <b>Technology</b>                   |                  |            |            |            |                  |                  |
| Permit Software Acquisition         | \$300,000        | —          | —          | —          | —                | \$300,000        |
| <b>Technology Total</b>             | <b>\$0</b>       | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$100,000</b> | <b>\$300,000</b> |
| <b>Information Technology Total</b> | <b>\$600,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$100,000</b> | <b>\$700,000</b> |

## Master Plans/Studies (Systems, Operational, and Legislative Mandates)

Master Plans are developed to provide a road map for future facilities to be installed and/or updated generally within a 20-year timeframe. The City has several System Master Plans which provide guidance in prioritizing projects. These include the 2014 Water and Wastewater Master Plan, 2018 Parks, Recreation, and Open Space Master Plan, and the 2019 Storm Drainage Master Plan, currently in progress.

Studies are initiated to periodically review and update associated fees for water, wastewater, drainage and impact fees. Impact fee studies determine future projects and ensure the associated water, wastewater, and roadway impact fees are appropriate.

### Program Summary: Master Plans/Studies

| MASTER PLANS/STUDIES               | 2021            | 2022       | 2023       | 2024       | 2025       | Total           |
|------------------------------------|-----------------|------------|------------|------------|------------|-----------------|
| Drainage Fee Impervious Area Study | \$90,900        | —          | —          | —          | —          | \$90,900        |
| <b>MASTER PLANS/STUDIES TOTAL</b>  | <b>\$90,900</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$90,900</b> |

## Parks and Recreation

The Colleyville 2018 Parks, Recreation, and Open Space Master Plan provides direction on program offerings, facility construction and management, general capital improvements, and park amenities. This plan is also intended to establish goals, objectives, policies, and standards to help guide the future development of the City's parks, recreation, and open space system. Parks improvements are identified by the priorities established through the various boards, committee, and maintenance needs. All projects requiring funding are reviewed and approved by the City Council.

### Program Summary: Parks and Recreation

| Parks and Recreation                                           | 2021             | 2022             | 2023               | 2024            | 2025            | Total              |
|----------------------------------------------------------------|------------------|------------------|--------------------|-----------------|-----------------|--------------------|
| <b>New Construction</b>                                        |                  |                  |                    |                 |                 |                    |
| City Park Pickleball Court                                     | \$200,000        | —                | —                  | —               | —               | \$200,000          |
| City Park Softball Shade Structure and Playground Improvements | \$300,000        | —                | —                  | —               | —               | \$300,000          |
| Overland Park Amenity                                          | \$100,000        | —                | —                  | —               | —               | \$100,000          |
| City Park New Amenity                                          | —                | \$700,000        | —                  | —               | —               | \$700,000          |
| Overland Park Amenity Phase II                                 | —                | \$100,000        | —                  | —               | —               | \$100,000          |
| Dog Park/Splash Pad                                            | —                | —                | \$700,000          | —               | —               | \$700,000          |
| <b>New Construction Total</b>                                  | <b>\$600,000</b> | <b>\$800,000</b> | <b>\$700,000</b>   | <b>\$0</b>      | <b>\$0</b>      | <b>\$2,100,000</b> |
| <b>Other</b>                                                   |                  |                  |                    |                 |                 |                    |
| Park Signage/Branding Program FY2021                           | \$50,000         | —                | —                  | —               | —               | \$50,000           |
| Park Signage/Branding Program FY2022                           | —                | \$50,000         | —                  | —               | —               | \$50,000           |
| <b>Other Total</b>                                             | <b>\$50,000</b>  | <b>\$50,000</b>  | <b>\$0</b>         | <b>\$0</b>      | <b>\$0</b>      | <b>\$100,000</b>   |
| <b>Rehabilitation</b>                                          |                  |                  |                    |                 |                 |                    |
| Parks House Demo and Site Prep                                 | \$20,000         | —                | —                  | —               | —               | \$20,000           |
| Parkway Tree Removal and Replacement-2021                      | \$75,000         | —                | —                  | —               | —               | \$75,000           |
| City Park Fence Replacement                                    | —                | \$30,000         | —                  | —               | —               | \$30,000           |
| Parkway Tree Removal and Replacement-2022                      | —                | \$75,000         | —                  | —               | —               | \$75,000           |
| Kimzey Park Playground Improvements                            | —                | —                | \$1,000,000        | —               | —               | \$1,000,000        |
| Parkway Tree Removal and Replacement-2023                      | —                | —                | \$75,000           | —               | —               | \$75,000           |
| Parkway Tree Removal and Replacement-2024                      | —                | —                | —                  | \$75,000        | —               | \$75,000           |
| Parkway Tree Removal and Replacement-2025                      | —                | —                | —                  | —               | \$75,000        | \$75,000           |
| <b>Rehabilitation Total</b>                                    | <b>\$95,000</b>  | <b>\$105,000</b> | <b>\$1,075,000</b> | <b>\$75,000</b> | <b>\$75,000</b> | <b>\$1,425,000</b> |
| <b>Parks and Recreation Total</b>                              | <b>\$745,000</b> | <b>\$955,000</b> | <b>\$1,775,000</b> | <b>\$75,000</b> | <b>\$75,000</b> | <b>\$3,625,000</b> |



## Sidewalks/Trails

Sidewalk/trail improvements encompass the installation of new sidewalk/trail segments, removal of obstructions along existing segments, and improvements to access ramps to ensure compliance with accessibility standards. Sidewalk/trail improvements are targeted to improve pedestrian mobility and access around schools, recreation areas, community centers, and other high pedestrian uses.

### Program Summary: Sidewalks/Trails

| Sidewalks/Trails                                                | 2021      | 2022        | 2023        | 2024      | 2025 | Total       |
|-----------------------------------------------------------------|-----------|-------------|-------------|-----------|------|-------------|
| <b>New Construction</b>                                         |           |             |             |           |      |             |
| Annual Sidewalk/Trail Construction/Grant Match FY2021           | \$400,000 | —           | —           | —         | —    | \$400,000   |
| Annual Small Segment Sidewalk/Trail Construction FY2021         | \$250,000 | —           | —           | —         | —    | \$250,000   |
| Bedford Rd Trail (Glade to Cheek-Sparger)-Design                | \$200,000 | —           | —           | —         | —    | \$200,000   |
| Bransford Rd Trail (Field St to Cotton Belt Trail)-Construction | \$800,000 | —           | —           | —         | —    | \$800,000   |
| John McCain Rd Trail-Construction                               | \$800,000 | —           | —           | —         | —    | \$800,000   |
| Annual Sidewalk/Trail Construction/Grant Match FY2022           | —         | \$400,000   | —           | —         | —    | \$400,000   |
| Annual Small Segment Sidewalk/Trail Construction FY2022         | —         | \$250,000   | —           | —         | —    | \$250,000   |
| Nature Center Trail-Construction                                | —         | \$1,000,000 | —           | —         | —    | \$1,000,000 |
| Annual Sidewalk/Trail Construction/Grant Match FY2023           | —         | —           | \$400,000   | —         | —    | \$400,000   |
| Annual Small Segment Sidewalk/Trail Construction FY2023         | —         | —           | \$250,000   | —         | —    | \$250,000   |
| Nature Center Trail PH2-Construction                            | —         | —           | \$2,500,000 | —         | —    | \$2,500,000 |
| Annual Sidewalk/Trail Construction/Grant Match FY2024           | —         | —           | —           | \$400,000 | —    | \$400,000   |

| <b>Sidewalks/Trails</b>                                 | <b>2021</b>        | <b>2022</b>        | <b>2023</b>        | <b>2024</b>        | <b>2025</b>        | <b>Total</b>        |
|---------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Annual Small Segment Sidewalk/Trail Construction FY2024 | —                  | —                  | —                  | \$250,000          | —                  | \$250,000           |
| Bedford Rd Trail (Glade to Cheek-Sparger)-Construction  | —                  | —                  | —                  | \$1,500,000        | —                  | \$1,500,000         |
| Annual Sidewalk/Trail Construction/Grant Match FY2025   | —                  | —                  | —                  | —                  | \$400,000          | \$400,000           |
| Annual Small Segment Sidewalk/Trail Construction FY2025 | —                  | —                  | —                  | —                  | \$250,000          | \$250,000           |
| <b>New Construction Total</b>                           | <b>\$2,450,000</b> | <b>\$1,650,000</b> | <b>\$3,150,000</b> | <b>\$2,150,000</b> | <b>\$650,000</b>   | <b>\$10,050,000</b> |
| <b>Rehabilitation</b>                                   |                    |                    |                    |                    |                    |                     |
| Cheek-Sparger Trail-Design                              | \$125,000          | —                  | —                  | —                  | —                  | \$125,000           |
| Misc Concrete Rehabilitation FY2021                     | \$400,000          | —                  | —                  | —                  | —                  | \$400,000           |
| Misc Concrete Rehabilitation FY2022                     | —                  | \$400,000          | —                  | —                  | —                  | \$400,000           |
| Cheek-Sparger Trail                                     | —                  | —                  | \$400,000          | —                  | —                  | \$400,000           |
| Misc Concrete Rehabilitation FY2023                     | —                  | —                  | \$400,000          | —                  | —                  | \$400,000           |
| Misc Concrete Rehabilitation FY2024                     | —                  | —                  | —                  | \$400,000          | —                  | \$400,000           |
| Misc Concrete Rehabilitation FY2025                     | —                  | —                  | —                  | —                  | \$400,000          | \$400,000           |
| <b>Rehabilitation Total</b>                             | <b>\$525,000</b>   | <b>\$400,000</b>   | <b>\$800,000</b>   | <b>\$400,000</b>   | <b>\$400,000</b>   | <b>\$2,525,000</b>  |
| <b>Sidewalks/Trails Total</b>                           | <b>\$2,975,000</b> | <b>\$2,050,000</b> | <b>\$3,950,000</b> | <b>\$2,550,000</b> | <b>\$1,050,000</b> | <b>\$12,575,000</b> |

## Streets

The Street Capital Improvement Strategy is driven by its mission to provide a safe and reliable street system for effective movement of people, goods and services. The CIP is developed from many sources within the City as well as exterior sources. These sources include:

- **Master Plans.** Master Plans are developed to provide a strategic plan for future infrastructure to be installed generally within a 20 plus year timeframe.
- **Collaboration with other Public Entities.** Ongoing collaboration with other public entities occurs such that transportation/street plans are coordinated and facilities integrated to create a seamless street system. Organizations include surrounding Cities, NCTCOG, TxDOT, and Tarrant County.
- **Corporate Priorities.** Street System improvements are provided in support of City Council- approved priority programs for the development of the City.
- **Legislative and Regulatory Mandates.** The Federal Government through the U.S. Department of Transportation (USDOT) and the Texas Legislature through the Texas Department of Transportation (TxDOT) regulate many standards for the design and operation of associated street components. Compliance with these regulations is typically related to traffic control signage, pavement markings, and various forms of traffic signals.
- **Condition Assessment and Maintenance History.** Staff routinely reviews the operation and maintenance records of the various elements of the Street System infrastructure for rehabilitation to extend the operating life of the asset and minimize maintenance costs by applying appropriate techniques at the most effective time intervals. These types of projects are identified through street assessment studies and the review of maintenance records to identify the appropriate rehabilitation or reconstruction technique that should be applied.
- **CIP Priority Criteria**  
The Street System CIP is directly linked to the goals of: mobility, public safety, improving neighborhoods and communities, and retaining/encouraging economic growth. The specific goals and project prioritization are aligned with citywide strategic goals as reflected in the capital project prioritization system.

Reconstruction of failing streets, and application of various rehabilitation techniques to extend the life cycle of the street such as mill and overlays, overlays, joint/crack sealing, concrete panel/base failure repair, and asphalt sealing and resurfacing. Sub-categories within streets include the following:

- **Bridges:** These improvements include the rehabilitation and/or reconstruction of existing bridges where rehabilitation would not be cost effective. The City utilizes funding to partner with TxDOT and neighboring cities in the rehabilitation of bridge structures such that Federal Bridge monies are maximized. The Jackson Road and Pleasant Run Road bridges are scheduled to be rehabilitated and/or reconstructed. Funding will be through grants and local match.
- **Intersection Improvements:** Safety and capacity improvements at existing intersections include Glade Road at Bluebonnet, roundabouts at Glade Road and Riverwalk Drive; McDonwell School Road and Westcoat Drive; and John McCain Road at Westcoat Drive, and the addition of a right turn lane on L.D. Lockett Road at Precinct Line Road.
- **Pavement Markings:** Rehabilitation of existing pavement markings throughout the street system encompassing: lane lines, railroad crossings, crosswalks, and school zones.

- **School & Neighborhood Safety:** Rehabilitation and upgrading of existing school zones with new signage, pavement markings, flashing beacons; and neighborhood speed awareness/warning devices to better manage travel speeds in residential areas.
- **Street Lighting:** Installation of new street lighting in unlighted areas and or rehabilitation of existing lighting systems including new lighting along the SH26 corridor.
- **Traffic Signals:** Installation of new traffic signals, system and communication network elements, and the rehabilitation of existing signals and system components.

#### Program Summary: Streets

| STREETS                                                                   | 2021               | 2022               | 2023             | 2024             | 2025             | Total               |
|---------------------------------------------------------------------------|--------------------|--------------------|------------------|------------------|------------------|---------------------|
| <b>Bridges</b>                                                            |                    |                    |                  |                  |                  |                     |
| Pleasant Run Road Bridge at Big Bear (White Chapel Bridge) - Construction | \$400,000          | —                  | —                | —                | —                | \$400,000           |
| Jackson Road Bridge Renovation-Construction                               | —                  | \$1,222,302        | —                | —                | —                | \$1,222,302         |
| <b>BRIDGES TOTAL</b>                                                      | <b>\$400,000</b>   | <b>\$1,222,302</b> | <b>\$0</b>       | <b>\$0</b>       | <b>\$0</b>       | <b>\$1,622,302</b>  |
| <b>Intersection Improvements</b>                                          |                    |                    |                  |                  |                  |                     |
| Glade Road at Bluebonnet Drive                                            | \$1,900,000        | —                  | —                | —                | —                | \$1,900,000         |
| L.D. Lockett Road Right Turn Ln - Construction                            | \$310,000          | —                  | —                | —                | —                | \$310,000           |
| <b>INTERSECTION IMPROVEMENTS TOTAL</b>                                    | <b>\$2,210,000</b> | <b>\$0</b>         | <b>\$0</b>       | <b>\$0</b>       | <b>\$0</b>       | <b>\$2,210,000</b>  |
| <b>New Construction</b>                                                   |                    |                    |                  |                  |                  |                     |
| SH26 Beautification FY2021                                                | \$7,500,000        | —                  | —                | —                | —                | \$7,500,000         |
| SH26 Beautification FY2022                                                | —                  | \$3,000,000        | —                | —                | —                | \$3,000,000         |
| <b>NEW CONSTRUCTION TOTAL</b>                                             | <b>\$7,500,000</b> | <b>\$3,000,000</b> | <b>\$0</b>       | <b>\$0</b>       | <b>\$0</b>       | <b>\$10,500,000</b> |
| <b>Pavement Markings</b>                                                  |                    |                    |                  |                  |                  |                     |
| Street Pavement Marking-2021                                              | \$100,000          | —                  | —                | —                | —                | \$100,000           |
| Street Pavement Marking-2022                                              | —                  | \$100,000          | —                | —                | —                | \$100,000           |
| Street Pavement Marking-2023                                              | —                  | —                  | \$100,000        | —                | —                | \$100,000           |
| Street Pavement Marking-2024                                              | —                  | —                  | —                | \$100,000        | —                | \$100,000           |
| Street Pavement Marking-2025                                              | —                  | —                  | —                | —                | \$100,000        | \$100,000           |
| <b>PAVEMENT MARKINGS TOTAL</b>                                            | <b>\$100,000</b>   | <b>\$100,000</b>   | <b>\$100,000</b> | <b>\$100,000</b> | <b>\$100,000</b> | <b>\$500,000</b>    |
| <b>Reconstruction</b>                                                     |                    |                    |                  |                  |                  |                     |
| Cheek-Sparger Road (San Bar to Brown Trail) - Construction                | \$4,105,000        | —                  | —                | —                | —                | \$4,105,000         |
| Glade Rd (Phase 2-SH26 to Pool) Design                                    | \$70,000           | —                  | —                | —                | —                | \$70,000            |
| Glade Road (Phase 2 - SH26 to Pool) - FY21 Construction                   | \$9,000,000        | —                  | —                | —                | —                | \$9,000,000         |



| STREETS                                                                                                              | 2021                | 2022                | 2023               | 2024               | 2025               | Total               |
|----------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|--------------------|--------------------|--------------------|---------------------|
| Pleasant Run Road Rehabilitation<br>(John McCain to N City Limit)                                                    | \$1,800,000         | —                   | —                  | —                  | —                  | \$1,800,000         |
| Water Project 11: Tinker Road<br>Water/Drainage/Road<br>Reconstruction                                               | \$2,700,000         | —                   | —                  | —                  | —                  | \$2,700,000         |
| Glade Road (Phase 2 - SH26 to Pool) -<br>FY22 Construction                                                           | —                   | \$5,000,000         | —                  | —                  | —                  | \$5,000,000         |
| Roberts Road - Construction                                                                                          | —                   | \$1,500,000         | —                  | —                  | —                  | \$1,500,000         |
| <b>RECONSTRUCTION TOTAL</b>                                                                                          | <b>\$17,675,000</b> | <b>\$6,500,000</b>  | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         | <b>\$24,175,000</b> |
| <b>Rehabilitation</b>                                                                                                |                     |                     |                    |                    |                    |                     |
| Street Maintenance County-2021                                                                                       | \$400,000           | —                   | —                  | —                  | —                  | \$400,000           |
| Street Maintenance Program-2021                                                                                      | \$500,000           | —                   | —                  | —                  | —                  | \$500,000           |
| Cooks and Waller Lane                                                                                                | —                   | \$500,000           | —                  | —                  | —                  | \$500,000           |
| Hardage Lane                                                                                                         | —                   | \$900,000           | —                  | —                  | —                  | \$900,000           |
| Street Maintenance County-2022                                                                                       | —                   | \$400,000           | —                  | —                  | —                  | \$400,000           |
| Street Maintenance Program-2022                                                                                      | —                   | \$500,000           | —                  | —                  | —                  | \$500,000           |
| Street Maintenance County-2023                                                                                       | —                   | —                   | \$400,000          | —                  | —                  | \$400,000           |
| Street Maintenance Program-2023                                                                                      | —                   | —                   | \$500,000          | —                  | —                  | \$500,000           |
| Woodbriar/Quail Crest Street<br>Rehabilitation (Companion to<br>Wastewater Project 1 and Water<br>Projects 6 and 12) | —                   | —                   | \$1,200,000        | —                  | —                  | \$1,200,000         |
| Street Concrete Panel Replacement-<br>2024                                                                           | —                   | —                   | —                  | \$750,000          | —                  | \$750,000           |
| Street Maintenance County-2024                                                                                       | —                   | —                   | —                  | \$400,000          | —                  | \$400,000           |
| Street Maintenance Program-2024                                                                                      | —                   | —                   | —                  | \$500,000          | —                  | \$500,000           |
| Street Concrete Panel Replacement-<br>2025                                                                           | —                   | —                   | —                  | —                  | \$750,000          | \$750,000           |
| Street Maintenance County-2025                                                                                       | —                   | —                   | —                  | —                  | \$400,000          | \$400,000           |
| Street Maintenance Program-2025                                                                                      | —                   | —                   | —                  | —                  | \$500,000          | \$500,000           |
| <b>REHABILITATION TOTAL</b>                                                                                          | <b>\$900,000</b>    | <b>\$2,300,000</b>  | <b>\$2,100,000</b> | <b>\$1,650,000</b> | <b>\$1,650,000</b> | <b>\$8,600,000</b>  |
| <b>School and Neighborhood Safety</b>                                                                                |                     |                     |                    |                    |                    |                     |
| Flashing Lights for Pedestrian<br>Crosswalks-2021                                                                    | \$75,000            | —                   | —                  | —                  | —                  | \$75,000            |
| Flashing Lights for Pedestrian<br>Crosswalks-2022                                                                    | —                   | \$75,000            | —                  | —                  | —                  | \$75,000            |
| <b>SCHOOL AND NEIGHBORHOOD<br/>SAFETY TOTAL</b>                                                                      | <b>\$75,000</b>     | <b>\$75,000</b>     | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         | <b>\$150,000</b>    |
| <b>STREETS TOTAL</b>                                                                                                 | <b>\$28,860,000</b> | <b>\$13,197,302</b> | <b>\$2,200,000</b> | <b>\$1,750,000</b> | <b>\$1,750,000</b> | <b>\$47,757,302</b> |

## Wastewater and Water Renewals

Various projects were identified in the 2014 Water and Wastewater Master Plan, requiring investments to improve water and wastewater infrastructure. In addition, staff routinely review the operation and maintenance records of water and wastewater mains and facilities for rehabilitation or replacement needs due to high maintenance costs.

### Program Summary: Wastewater

| Wastewater                                                          | 2021             | 2022               | 2023       | 2024       | 2025       | Total              |
|---------------------------------------------------------------------|------------------|--------------------|------------|------------|------------|--------------------|
| <b>Wastewater Renewals</b>                                          |                  |                    |            |            |            |                    |
| WW Project 1: Woodbriar and Quail Crest Subdivisions - Design       | \$350,000        | —                  | —          | —          | —          | \$350,000          |
| WW Project 10: Rehabilitation of Priority 2 Manholes                | \$150,000        | —                  | —          | —          | —          | \$150,000          |
| WW Project 1: Woodbriar and Quail Crest Subdivisions - Construction | —                | \$2,000,000        | —          | —          | —          | \$2,000,000        |
| WW Project 5: Quails Path Design                                    | \$90,000         | —                  | —          | —          | —          | \$90,000           |
| WW Project 5: Quails Path WW Renewal and Road Rehabilitation        | —                | \$1,300,000        | —          | —          | —          | \$1,300,000        |
| <b>Wastewater Total</b>                                             | <b>\$590,000</b> | <b>\$3,300,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$3,890,000</b> |

## Program Summary: Water

| Water                                                                                                                     | 2021               | 2022               | 2023               | 2024               | 2025               | Total               |
|---------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>Water Renewals</b>                                                                                                     |                    |                    |                    |                    |                    |                     |
| Pleasant Run Road Waterline (John McCain North to Bear Creek) - Construction                                              | \$850,000          | —                  | —                  | —                  | —                  | \$850,000           |
| Water Project 10: Apple Valley/Rustic Oaks/Bills Lane Water Lines and Road Rehabilitation on Black Drive and Rustic Trail | \$630,000          | —                  | —                  | —                  | —                  | \$630,000           |
| Water Project 12: Woodbriar Estates - Design                                                                              | \$100,000          | —                  | —                  | —                  | —                  | \$100,000           |
| Water Project 18: Pecan Park Estates-Design                                                                               | \$120,000          | —                  | —                  | —                  | —                  | \$120,000           |
| Water Project 6: Quail Crest - Design                                                                                     | \$150,000          | —                  | —                  | —                  | —                  | \$150,000           |
| Water Project 12: Woodbriar Estates - Construction                                                                        | —                  | \$1,000,000        | —                  | —                  | —                  | \$1,000,000         |
| Water Project 16: Timberline Drive - Design                                                                               | —                  | \$200,000          | —                  | —                  | —                  | \$200,000           |
| Water Project 18: Pecan Park Estates-Construction                                                                         | —                  | \$800,000          | —                  | —                  | —                  | \$800,000           |
| Water Project 5: Brighton Oaks - Design                                                                                   | —                  | \$250,000          | —                  | —                  | —                  | \$250,000           |
| Water Project 6: Quail Crest - Construction                                                                               | —                  | \$700,000          | —                  | —                  | —                  | \$700,000           |
| Water Project 16: Timberline Drive - Construction                                                                         | —                  | —                  | \$2,500,000        | —                  | —                  | \$2,500,000         |
| Water Project 5: Brighton Oaks Water/Street Rehabilitation                                                                | —                  | —                  | \$2,550,000        | —                  | —                  | \$2,550,000         |
| Water Project 14: Mixed Use Connections-Design                                                                            | —                  | —                  | \$200,000          | —                  | —                  | \$200,000           |
| Water Project 14: Mixed Use Connections-Construction                                                                      | —                  | —                  | —                  | \$1,700,000        | —                  | \$1,700,000         |
| Water Project 17: Monticello - Design                                                                                     | —                  | —                  | —                  | \$200,000          | —                  | \$200,000           |
| Water Project 13: Glade at Old Oak and SH121 - Design                                                                     | —                  | —                  | —                  | —                  | \$200,000          | \$200,000           |
| Water Project 17: Monticello - Construction                                                                               | —                  | —                  | —                  | —                  | \$3,000,000        | \$3,000,000         |
| <b>Water Total</b>                                                                                                        | <b>\$1,850,000</b> | <b>\$2,950,000</b> | <b>\$5,250,000</b> | <b>\$1,900,000</b> | <b>\$3,200,000</b> | <b>\$15,150,000</b> |

## Exhibits

**A. Fiscal Year 2021 Individual Project Pages**

**B. Fund Balance**

**C. 5 Year Capital Improvement Plan FY2021-2025 - Project List**



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

2021

## Drainage

### Drainage Improvements FY2021

#### Program Description

This project will provide for drainage improvements based upon the Storm Drainage Master Plan.

#### Strategic Plan Connection

3.3 Mitigate stormwater runoff and flooding risks

**Total Project Cost \$500,000**

| Category | Type                    | Funding Source        | 2021         |
|----------|-------------------------|-----------------------|--------------|
| Drainage | Drainage Infrastructure | Capital Projects Fund | \$50,000.00  |
| Drainage | Drainage Infrastructure | Drainage Capital Fund | \$300,000.00 |
| Drainage | Drainage Infrastructure | TIF                   | \$150,000.00 |

### Flood Gates Upgrade

#### Program Description

This project would replace the manual flood gates with automated gates reducing the chance of vehicles driving into high water before staff could be onsite to close the gates. The new system would require human action to open the gates.

#### Strategic Plan Connection

3.3 Mitigate stormwater runoff and flooding risks

**Total Project Cost \$425,000**

| Category | Type           | Funding Source        | 2021         |
|----------|----------------|-----------------------|--------------|
| Drainage | Rehabilitation | Drainage Capital Fund | \$425,000.00 |





Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

## Facilities

### Central Fire Station Interior Renovation

#### Program Description

This project will replace the kitchen cabinets, carpet,, and buff and seal the concrete stained flooring at the Central Fire Station.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost    \$125,000**

| Category   | Type           | Funding Source | 2021         |
|------------|----------------|----------------|--------------|
| Facilities | Rehabilitation | TIF            | \$125,000.00 |

### City Hall Dumpster Enclosure and Storage Facility

#### Program Description

This project will install a dumpster enclosure and storage facility at the City Hall/Library Complex.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost    \$150,000**

| Category   | Type           | Funding Source | 2021         |
|------------|----------------|----------------|--------------|
| Facilities | Rehabilitation | TIF            | \$150,000.00 |

### City Hall Interior Renovation

#### Program Description

This project will replace the carpet and VCT tile, clean the travertine tile in the foyer and stairway, and upgrade various interior areas of City Hall.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost    \$400,000**

| Category   | Type           | Funding Source | 2021         |
|------------|----------------|----------------|--------------|
| Facilities | Rehabilitation | TIF            | \$400,000.00 |



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

### City Hall/Library - HVAC Replacement

#### Program Description

This project will replace the air-conditioning units at the City Hall and Library Complex.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$327,600**

| Category   | Type           | Funding Source | 2021         |
|------------|----------------|----------------|--------------|
| Facilities | Rehabilitation | TIF            | \$327,600.00 |

### Fire Station 2 AC Replacement

#### Program Description

This project will replace the air conditioning unit at Fire Station 2.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$30,000**

| Category   | Type           | Funding Source        | 2021        |
|------------|----------------|-----------------------|-------------|
| Facilities | Rehabilitation | Capital Projects Fund | \$30,000.00 |

### Fire Stations Bay Area Renovation

#### Program Description

This project will include applying anti-slip surface to bay floors, paint interior bay walls, and installation of a vehicle exhaust extraction system at each of the three fire stations.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$200,000**

| Category   | Type           | Funding Source        | 2021         |
|------------|----------------|-----------------------|--------------|
| Facilities | Rehabilitation | Capital Projects Fund | \$115,000.00 |
| Facilities | Rehabilitation | TIF                   | \$85,000.00  |



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

### Improvements to Parks Building (on Bransford)

#### Program Description

This project will renovate the Parks Facility on Bransford Road.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost    \$380,000**

| Category   | Type           | Funding Source      | 2021         |
|------------|----------------|---------------------|--------------|
| Facilities | Rehabilitation | Voluntary Park Fund | \$380,000.00 |

### Justice Center - HVAC Replacement

#### Program Description

This is to replace existing air-conditioning units with energy efficient units at the Justice Center. It includes tie in to existing Building Automation System.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated costs

**Total Project Cost    \$395,000**

| Category   | Type           | Funding Source        | 2021         |
|------------|----------------|-----------------------|--------------|
| Facilities | Rehabilitation | Capital Projects Fund | \$395,000.00 |

### Justice Center Exterior Safety Enhancements

#### Program Description

This project will install covered parking, a brick fence at the rear perimeter of the property, and security gate with electronic card access.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated costs

**Total Project Cost    \$450,000**

| Category   | Type           | Funding Source        | 2021         |
|------------|----------------|-----------------------|--------------|
| Facilities | Rehabilitation | Capital Projects Fund | \$250,000.00 |
| Facilities | Rehabilitation | TIF                   | \$200,000.00 |



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

### Library 2nd Floor Renovation

#### Program Description

This project will replace the carpet and VCT tile on the second floor of the Library and provide for as needed interior renovations.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated costs

**Total Project Cost \$125,000**

| Category   | Type           | Funding Source | 2021         |
|------------|----------------|----------------|--------------|
| Facilities | Rehabilitation | TIF            | \$125,000.00 |

### Parking Facility Pavement Marking-2021

#### Program Description

The Facility Pavement Marking program targets the rehabilitation of existing pavement markings for City owned facilities.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$50,000**

| Category   | Type              | Funding Source        | 2021        |
|------------|-------------------|-----------------------|-------------|
| Facilities | Pavement Markings | Capital Projects Fund | \$50,000.00 |

### Pleasant Run Practice Fields New Restroom

#### Program Description

This project consists of constructing a new restroom facility at the Pleasant Run practice fields.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$300,000**

| Category   | Type             | Funding Source           | 2021         |
|------------|------------------|--------------------------|--------------|
| Facilities | New Construction | Parkland Dedication Fund | \$300,000.00 |





Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

### Public Works Service Center Renovations

#### Program Description

This project will include renovations to the Public Works Service Center facility.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated costs

**Total Project Cost \$500,000**

| Category   | Type           | Funding Source        | 2021         |
|------------|----------------|-----------------------|--------------|
| Facilities | Rehabilitation | Capital Projects Fund | \$500,000.00 |

### Senior Center Exterior Renovations

#### Program Description

This project will replace the roof and make exterior repairs to the facility.

#### Strategic Plan Connection

5.2 Support a variety of community events, concerts and celebrations  
5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$120,000**

| Category   | Type           | Funding Source        | 2021         |
|------------|----------------|-----------------------|--------------|
| Facilities | Rehabilitation | Capital Projects Fund | \$120,000.00 |

### Senior Center RFP Professional Services

#### Program Description

This project will include an RFP for Professional Services for the preparation of the project plans and specifications for the renovation of the senior center facility.

#### Strategic Plan Connection

5.2 Support a variety of community events, concerts and celebrations  
5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$65,000**

| Category   | Type           | Funding Source | 2021        |
|------------|----------------|----------------|-------------|
| Facilities | Rehabilitation | CEDC           | \$65,000.00 |



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

## Information Technology

### Fiber Optic

#### Program Description

This is a fiber project that will span approximately six years combining the financial resources of the cities of Colleyville, Grapevine, and the Grapevine/Colleyville Independent School District (GCISD). The City of Grapevine, acting as a contractor, will bore several miles of underground conduit throughout Colleyville and Grapevine to help all three entities deliver fiber to all of their internal buildings in order to replace costly annual fiber leases from internet service providers.

#### Strategic Plan Connection

2.3 Effectively leverage information technology

**Total Project Cost \$300,000**

| Category               | Type             | Funding Source | 2021         |
|------------------------|------------------|----------------|--------------|
| Information Technology | New Construction | TIF            | \$300,000.00 |

### Permit Software Acquisition

#### Program Description

The permit software is utilized by various departments within the City. This project will provide for an RFQ to consider upgrading the software.

#### Strategic Plan Connection

2.3 Effectively leverage information technology

**Total Project Cost \$300,000**

| Category               | Type       | Funding Source        | 2021         |
|------------------------|------------|-----------------------|--------------|
| Information Technology | Technology | Capital Projects Fund | \$120,000.00 |
| Information Technology | Technology | TIF                   | \$180,000.00 |



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

## Master Plans/Studies

### Drainage Fee Impervious Area Study

#### Program Description

The purpose of the drainage fee impervious area study is to determine the impervious areas for all residential and non-residential properties for the purpose of calculating a new storm drainage utility rate structure based on the amount of impervious area and open space for each tract. The City has approximately 9,400 residential and 550 non-residential properties included with this study.

#### Strategic Plan Connection

3.3 Mitigate stormwater runoff and flooding risks

**Total Project Cost    \$90,900**

| Category             | Type                 | Funding Source | 2021        |
|----------------------|----------------------|----------------|-------------|
| Master Plans/Studies | Master Plans/Studies | TIF            | \$90,900.00 |



Exhibit A  
City of Colleyville  
Capital Improvement Plan  
Fiscal Year 2021  
Project Descriptions

## Parks and Recreation

### City Park Pickleball Court

#### Program Description

This project consists of constructing a pickleball court at the City Park Facility.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$200,000**

| Category             | Type             | Funding Source      | 2021         |
|----------------------|------------------|---------------------|--------------|
| Parks and Recreation | New Construction | Tomorrow Fund Parks | \$200,000.00 |

### City Park Softball Shade Structure and Playground Improvements

#### Program Description

This project consists of constructing a new shade structure and playground improvements at the softball fields at City Park.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$300,000**

| Category             | Type             | Funding Source | 2021         |
|----------------------|------------------|----------------|--------------|
| Parks and Recreation | New Construction | CEDC           | \$300,000.00 |

### Overland Park Amenity

#### Program Description

This project consists of constructing a new amenity at the Overland Park Facility.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$100,000**

| Category             | Type             | Funding Source      | 2021         |
|----------------------|------------------|---------------------|--------------|
| Parks and Recreation | New Construction | Voluntary Park Fund | \$100,000.00 |





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### Park Signage/Branding Program FY2021

#### Program Description

This project will provide for branding and subsequent replacement of park signage.

#### Strategic Plan Connection

5.1 Create and sustain an identifiable Colleyville Brand

**Total Project Cost \$50,000**

| Category             | Type  | Funding Source      | 2021        |
|----------------------|-------|---------------------|-------------|
| Parks and Recreation | Other | Voluntary Park Fund | \$50,000.00 |

### Parks House Demo and Site Prep

#### Program Description

This project will demo the parks house located at City Park and prepare the site for a new amenity.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$20,000**

| Category             | Type           | Funding Source | 2021        |
|----------------------|----------------|----------------|-------------|
| Parks and Recreation | Rehabilitation | CEDC           | \$20,000.00 |

### Parkway Tree Removal and Replacement-2021

#### Program Description

Design project plans and specifications and the removal and replacement of trees along the parkways within the City.

#### Strategic Plan Connection

5.3 Provide attractive facilities for leisure and recreation

**Total Project Cost \$75,000**

| Category             | Type           | Funding Source        | 2021        |
|----------------------|----------------|-----------------------|-------------|
| Parks and Recreation | Rehabilitation | Capital Projects Fund | \$75,000.00 |



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## Sidewalks/Trails

### Annual Sidewalk/Trail Construction/Grant Match FY2021

#### Program Description

This project is to provide for the construction of sidewalks and trails with grant matching funds.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated costs

**Total Project Cost    \$400,000**

| Category         | Type             | Funding Source | 2021         |
|------------------|------------------|----------------|--------------|
| Sidewalks/Trails | New Construction | CEDC           | \$300,000.00 |
| Sidewalks/Trails | New Construction | TIF            | \$100,000.00 |

### Annual Small Segment Sidewalk/Trail Construction FY2021

#### Program Description

This project is to provide for the construction to connect missing segments along sidewalks and or trails.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated cost

**Total Project Cost    \$250,000**

| Category         | Type             | Funding Source        | 2021         |
|------------------|------------------|-----------------------|--------------|
| Sidewalks/Trails | New Construction | Capital Projects Fund | \$250,000.00 |

### Bedford Rd Trail (Glade to Cheek-Sparger)-Design

#### Program Description

This project is to provide for the specifications and plans to design a trail along Bedford Road from Glade Road to Cheek-Sparger Road.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated cost

**Total Project Cost    \$200,000**

| Category         | Type             | Funding Source        | 2021         |
|------------------|------------------|-----------------------|--------------|
| Sidewalks/Trails | New Construction | Capital Projects Fund | \$200,000.00 |



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### Bransford Rd Trail (Field St to Cotton Belt Trail)-Construction

#### Program Description

This project is to provide for the construction of a trail along Bransford Road from Field Street to the Cotton Belt Trail

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated cost

**Total Project Cost \$800,000**

| Category         | Type             | Funding Source        | 2021         |
|------------------|------------------|-----------------------|--------------|
| Sidewalks/Trails | New Construction | Capital Projects Fund | \$800,000.00 |

### Cheek-Sparger Trail-Design

#### Program Description

Design project plans and specifications for the rehabilitation of the trail along the south side of Cheek-Sparger. This project will be completed with an interlocal agreement with the City of Bedford.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated cost

**Total Project Cost \$125,000**

| Category         | Type           | Funding Source | 2021         |
|------------------|----------------|----------------|--------------|
| Sidewalks/Trails | Rehabilitation | TIF            | \$125,000.00 |

### John McCain Rd Trail-Construction

#### Program Description

This project is to provide for the construction of a trail along John McCain Road

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated cost

**Total Project Cost \$800,000**

| Category         | Type             | Funding Source | 2021         |
|------------------|------------------|----------------|--------------|
| Sidewalks/Trails | New Construction | TIF            | \$800,000.00 |



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**Misc Concrete Rehabilitation-2021**

**Program Description**

This project will provide for sidewalk improvements that encompass the rehabilitation of sidewalk segments, removal of obstructions along existing segments, and improvements to access ramps, as well as the replacement of concrete street panels..

**Strategic Plan Connection**

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost    \$400,000**

| Category         | Type           | Funding Source        | 2021         |
|------------------|----------------|-----------------------|--------------|
| Sidewalks/Trails | Rehabilitation | Capital Projects Fund | \$400,000.00 |





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## Streets

### Cheek-Sparger Road (San Bar to Brown Trail) - Construction

#### Program Description

This project will provide for the reconstruction of Cheek-Sparger Road from San Bar to Brown Trail. The project includes a concrete roadway, sidewalks, curb and gutter, upsize existing waterline, and drainage improvements. This project will be funded from a grant from the North Central Texas Council of Governments.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost**    **\$4,105,000**

| Category | Type           | Funding Source       | 2021           |
|----------|----------------|----------------------|----------------|
| Streets  | Reconstruction | Capital Utility Fund | \$900,000.00   |
| Streets  | Reconstruction | FHA/TxDOT            | \$1,877,000.00 |
| Streets  | Reconstruction | TIF                  | \$1,328,000.00 |

### Flashing Lights for Pedestrian Crosswalks-2021

#### Program Description

This project will provide for the purchase and installation of flashing lights at pedestrian crosswalks to enhance safety.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost**    **\$75,000**

| Category | Type                           | Funding Source        | 2021        |
|----------|--------------------------------|-----------------------|-------------|
| Streets  | School and Neighborhood Safety | Capital Projects Fund | \$75,000.00 |

### Glade Rd (Phase 2-SH26 to Pool) Design

#### Program Description

Design project plans and specifications for Glade Road from SH 26 to Pool Road.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost**    **\$70,000**

| Category | Type           | Funding Source | 2021        |
|----------|----------------|----------------|-------------|
| Streets  | Reconstruction | TIF            | \$70,000.00 |



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### Glade Road (Phase 2 - SH26 to Pool) - FY21 Construction

**Program Description**

This project includes reconstruction of Glade Road from SH26 to Pool Road.

**Strategic Plan Connection**

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost    \$9,000,000**

| Category | Type           | Funding Source | 2021           |
|----------|----------------|----------------|----------------|
| Streets  | Reconstruction | TIF            | \$9,000,000.00 |

### Glade Road at Bluebonnet Drive

**Program Description**

This project includes the lowering of Bluebonnet Drive at Glade Road.

**Strategic Plan Connection**

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost    \$1,900,000**

| Category | Type                      | Funding Source | 2021           |
|----------|---------------------------|----------------|----------------|
| Streets  | Intersection Improvements | FHA/TxDOT      | \$1,200,000.00 |
| Streets  | Intersection Improvements | TIF            | \$700,000.00   |

### L.D. Lockett Road Right Turn Ln - Construction

**Program Description**

This project is for the construction of a right turn lane at L.D. Lockett Road at Precinct Line Road.

**Strategic Plan Connection**

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost    \$310,000**

| Category | Type                      | Funding Source                  | 2021         |
|----------|---------------------------|---------------------------------|--------------|
| Streets  | Intersection Improvements | Impact Fees-Area II (W of SH26) | \$310,000.00 |



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### Pleasant Run Road Bridge at Big Bear (White Chapel Bridge) - Construction

#### Program Description

This project will include replacement of the bridge along Pleasant Run crossing Big Bear Creek. This project is being coordinated by the City of Southlake, and is being funded by the Federal Bridge Replacement Program (80%), State (10%), with the remaining portion being local (10%).

#### Strategic Plan Connection

3.3 Mitigate stormwater runoff and flooding risks

**Total Project Cost \$400,000**

| Category | Type    | Funding Source        | 2021         |
|----------|---------|-----------------------|--------------|
| Streets  | Bridges | Drainage Capital Fund | \$400,000.00 |

### Pleasant Run Road Rehabilitation (John McCain to N City Limit)

#### Program Description

The project includes the reconstruction of Pleasant Run Road from John McCain Road to the North City Limit. This project will include underground storm system, sidewalk, and ribbon curbs. The road work will be complete once the waterline is replaced.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost \$1,800,000**

| Category | Type           | Funding Source        | 2021           |
|----------|----------------|-----------------------|----------------|
| Streets  | Reconstruction | Capital Projects Fund | \$1,250,000.00 |
| Streets  | Reconstruction | Drainage Capital Fund | \$550,000.00   |

### SH26 Beautification FY2021

#### Program Description

This project is for the continuation of the median and right-of-way beautification along the SH26 corridor including the gateway components of the design.

#### Strategic Plan Connection

3.4 Thoroughly plan for future capital investments and associated costs

**Total Project Cost \$7,500,000**

| Category | Type             | Funding Source | 2021           |
|----------|------------------|----------------|----------------|
| Streets  | New Construction | TIF            | \$7,500,000.00 |



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### Street Maintenance County-2021

#### Program Description

The Local Street Maintenance Program consists of multiple techniques including mill and overlay, asphalt overlay, micro-resurfacing, base repairs (patching), and crack sealing of public streets in order to preserve and extend the life of the pavement. Projects are completed by either an ILA with Tarrant County or through bidding procedures.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost \$400,000**

| Category | Type           | Funding Source        | 2021         |
|----------|----------------|-----------------------|--------------|
| Streets  | Rehabilitation | Capital Projects Fund | \$400,000.00 |

### Street Maintenance Program-2021

#### Program Description

The Local Street Maintenance Program consists of multiple techniques including mill and overlay, asphalt overlay, micro-resurfacing, base repairs (patching), and crack sealing of public streets in order to preserve and extend the life of the pavement. Projects are completed by either an ILA with Tarrant County or through bidding procedures.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost \$500,000**

| Category | Type           | Funding Source        | 2021         |
|----------|----------------|-----------------------|--------------|
| Streets  | Rehabilitation | Capital Projects Fund | \$500,000.00 |

### Street Pavement Marking-2021

#### Program Description

The Street Pavement Marking program targets the rehabilitation of existing pavement markings throughout the street system such as lane lines, railroad crossings, crosswalks, and school zones.

#### Strategic Plan Connection

3.1 Upgrade the condition of major roads and neighborhood streets

**Total Project Cost \$100,000**

| Category | Type              | Funding Source        | 2021         |
|----------|-------------------|-----------------------|--------------|
| Streets  | Pavement Markings | Capital Projects Fund | \$100,000.00 |





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**Water Project 11: Tinker Road Water/Drainage/Road Reconstruction**

**Program Description**

The project includes installation ~2,570 feet of 10" PVC water lines along Tinker Road, as identified in the 2014 Water and Wastewater Master Plan. This project will rehabilitate Tinker Road from Pleasant Run to Highway 26.

**Strategic Plan Connection**

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost    \$2,700,000**

| Category | Type           | Funding Source         | 2021           |
|----------|----------------|------------------------|----------------|
| Streets  | Reconstruction | Capital Projects Fund  | \$1,800,000.00 |
| Streets  | Reconstruction | Drainage Capital Fund  | \$300,000.00   |
| Streets  | Reconstruction | Wastewater Impact Fees | \$300,000.00   |
| Streets  | Reconstruction | Water Impact Fees      | \$300,000.00   |



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## Wastewater

### WW Project 1: Woodbriar and Quail Crest Subdivisions - Design

#### Program Description

Design project plans and specifications for the replacement of 6, 8, and 10 inch waste water lines as identified in the 2014 Water and Wastewater Master Plan.

#### Strategic Plan Connection

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$350,000**

| Category   | Type                | Funding Source       | 2021         |
|------------|---------------------|----------------------|--------------|
| Wastewater | Wastewater Renewals | Capital Utility Fund | \$350,000.00 |

### WW Project 10: Rehabilitation of Priority 2 Manholes

#### Program Description

This project involves the rehabilitation of Priority 2 manholes throughout the City identified in the manhole assessment in conjunction with the formation of the Master Plan.

#### Strategic Plan Connection

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$150,000**

| Category   | Type                | Funding Source       | 2021         |
|------------|---------------------|----------------------|--------------|
| Wastewater | Wastewater Renewals | Capital Utility Fund | \$150,000.00 |

### WW Project 5: Quails Path - Design

#### Program Description

Design project plans and specifications for the replacement of 8-inch and 10-inch wastewater line with 10-inch PVC along Quail's Path and LD Lockett as identified in the 2014 Water and Wastewater Master Plan. This project will rehabilitate a portion of Quails Path (approximately 800 feet) after the completion of the wastewater project.

#### Strategic Plan Connection

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$90,000**

| Category   | Type                | Funding Source       | 2021        |
|------------|---------------------|----------------------|-------------|
| Wastewater | Wastewater Renewals | Capital Utility Fund | \$90,000.00 |



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## Water

### Pleasant Run Road Waterline (John McCain North to Bear Creek) - Construction

#### Program Description

The project includes the reconstruction of Pleasant Run Road to include storm drainage, ribbon curbs, and the installation of ~3,700 linear feet of 10" PVC water line along Pleasant Run, as per the 2014 Water and Wastewater Master Plan.

#### Strategic Plan Connection

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$850,000**

| Category | Type           | Funding Source         | 2021         |
|----------|----------------|------------------------|--------------|
| Water    | Water Renewals | Wastewater Impact Fees | \$50,000.00  |
| Water    | Water Renewals | Water Impact Fees      | \$800,000.00 |

### Water Project 10: Apple Valley/Rustic Oaks/Bills Lane Water Lines and Road Rehabilitation on Black Drive and Rustic Trail

#### Program Description

The project includes the addition of an 8" PVC line to connect Apple Valley Drive to Bills Lane, and replacement of a 2-inch pipeline along Black Drive with an 8-inch pipe as per the 2014 Water and Wastewater Master Plan. The project includes rehabilitation of Black Drive and Rustic Trail.

#### Strategic Plan Connection

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$630,000**

| Category | Type           | Funding Source       | 2021         |
|----------|----------------|----------------------|--------------|
| Water    | Water Renewals | Capital Utility Fund | \$630,000.00 |

### Water Project 12: Woodbriar Estates - Design

#### Program Description

Design project plans and specifications for the replacement of the water lines in the Woodbriar Estates subdivision as identified in the 2014 Water and Wastewater Master Plan. All streets will be repaved at the conclusion of the project.

#### Strategic Plan Connection

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$100,000**

| Category | Type           | Funding Source       | 2021         |
|----------|----------------|----------------------|--------------|
| Water    | Water Renewals | Capital Utility Fund | \$100,000.00 |



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**Water Project 18: Pecan Park Estates-Design**

**Program Description**

Design project plans and specifications for the installation of ~3,940 feet of 8" PVC water line throughout the neighborhood as identified in the 2014 Water and Wastewater Master Plan. This project will include drainage improvements on Ponderosa street and will rehabilitate Hardage Lane, Ponderosa Street, Park and Ronna Courts.

**Strategic Plan Connection**

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$120,000**

| Category | Type           | Funding Source    | 2021         |
|----------|----------------|-------------------|--------------|
| Water    | Water Renewals | Water Impact Fees | \$120,000.00 |

**Water Project 6: Quail Crest - Design**

**Program Description**

Design project plans and specifications for the installation of 171 LF and 4,030 LF of 6" and 8" PVC pipeline throughout the Woodbriar Estates and Quail Crest Subdivisions as identified in the 2014 Water and Wastewater Master Plan.

**Strategic Plan Connection**

3.2 Ensure regular repair and replacement of water and wastewater facilities

**Total Project Cost \$150,000**

| Category | Type           | Funding Source       | 2021         |
|----------|----------------|----------------------|--------------|
| Water    | Water Renewals | Capital Utility Fund | \$150,000.00 |



Exhibit B  
Fund Balance

| Year | Title                                                     | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT  | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF          | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|-----------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|-------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|--------------|----------------------|-----------------------|--------------------------|---------------------|
|      | <i>Estimated 8/1/2020 Available Balances</i>              |                    | \$16,999,238          | \$6,343,096    | \$4,206,052                      | \$1,810,127   | \$0         | \$201,853                          | \$533,476                           | \$1,484,169              | \$1,343,197    | \$491,783         | \$14,839,180 | \$2,454,899          | \$1,060,211           | \$1,019,582              | \$4,327,068         |
| 2020 | <i>Projects under contract or in progress</i>             |                    |                       |                |                                  |               |             |                                    |                                     |                          |                |                   |              |                      |                       |                          |                     |
|      | <i>Sum Of Total Project Cost:</i>                         | \$15,017,500       | \$1,240,500           | \$1,790,200    | \$714,500                        | \$305,800     | \$0         | \$32,000                           | \$32,000                            | \$586,500                | \$575,000      | \$0               | \$9,655,000  | \$0                  | \$0                   | \$32,000                 | \$54,000            |
|      | <i>(+) Year-end surplus contributions</i>                 |                    | \$1,395,305           | \$1,330,000    | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(-) Costs not included in project list</i>             |                    |                       |                | \$845,263                        |               |             |                                    |                                     |                          |                | \$57,382          | \$759,678    |                      |                       |                          |                     |
|      | <i>(+) FY21 Budgeted Contribution</i>                     |                    | \$0                   | \$78,323       | \$799,438                        | \$20,000      | \$0         | \$10,000                           | \$254,444                           | \$46,586                 | \$54,067       | \$40,555          | \$767,084    | \$59,286             | \$11,492              | \$19,297                 | \$88,608            |
| 2021 | <i>Estimated 10/1/2020 Available Balance</i>              |                    | \$17,154,043          | \$5,961,219    | \$3,445,727                      | \$1,724,327   | \$3,077,000 | \$179,853                          | \$755,920                           | \$944,255                | \$822,264      | \$474,956         | \$5,191,586  | \$2,514,185          | \$1,071,703           | \$1,006,879              | \$4,361,676         |
|      | <i>Sum Of Total Project Cost:</i>                         | \$40,253,500       | \$7,480,000           | \$2,370,000    | \$685,000                        | \$1,975,000   | \$3,077,000 | \$0                                | \$310,000                           | \$300,000                | \$530,000      | \$0               | \$21,756,500 | \$0                  | \$200,000             | \$350,000                | \$1,220,000         |
|      | <i>(+) Year-end surplus contributions</i>                 |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(-) Operational Costs not included in project list</i> |                    |                       |                | \$3,921,570                      |               |             |                                    |                                     |                          |                | \$186,262         | \$194,318    |                      |                       |                          |                     |
|      | <i>(-/+ ) Transfers in/out</i>                            |                    | -\$10,381,432         |                |                                  |               |             |                                    |                                     |                          |                |                   | \$11,281,432 |                      |                       |                          |                     |
|      | <i>(+) FY22 Budgeted Contribution</i>                     |                    | \$2,244,834           | \$546,941      | \$2,287,391                      | \$8,622       | \$0         | \$10,000                           | \$450,000                           | \$28,885                 | \$174,445      | \$127,400         | \$6,525,730  | \$49,314             | \$21,434              | \$49,500                 | \$210,000           |
| 2022 | <i>Estimated 10/1/2021 Available Balance</i>              |                    | \$2,037,445           | \$4,669,260    | \$1,126,548                      | -\$42,051     | \$1,222,302 | \$189,853                          | \$895,920                           | \$673,140                | \$466,709      | \$416,095         | \$1,047,930  | \$2,563,499          | \$893,137             | \$706,379                | \$3,351,676         |
|      | <i>Sum Of Total Project Cost:</i>                         | \$28,527,302       | \$4,350,000           | \$4,950,000    | \$875,000                        | \$300,000     | \$1,222,302 | \$0                                | \$0                                 | \$659,000                | \$580,000      | \$0               | \$10,750,000 | \$2,500,000          | \$41,000              | \$0                      | \$800,000           |
|      | <i>(+) Year-end surplus contributions</i>                 |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(-) Operational Costs not included in project list</i> |                    |                       |                | \$1,543,743                      |               |             |                                    |                                     |                          |                | \$150,248         | \$196,261    |                      |                       |                          |                     |
|      | <i>(-/+ ) Transfers in/out</i>                            |                    | -\$1,747,092          |                |                                  |               |             |                                    |                                     |                          |                |                   | \$2,647,092  |                      |                       |                          |                     |
|      | <i>(+) FY23 Budgeted Contribution</i>                     |                    | \$2,211,191           | \$794,326      | \$2,287,491                      | \$0           | \$0         | \$10,000                           | \$450,000                           | \$23,463                 | \$167,334      | \$133,720         | \$7,719,252  | \$49,413             | \$17,863              | \$37,125                 | \$157,500           |
| 2023 | <i>Estimated 10/1/2022 Available Balance</i>              |                    | -\$1,348,456          | \$1,044,686    | \$995,296                        | -\$142,051    | \$0         | \$199,853                          | \$1,345,920                         | \$37,603                 | \$54,043       | \$399,567         | \$468,013    | \$112,912            | \$870,000             | \$743,504                | \$2,709,176         |
|      | <i>Sum Of Total Project Cost:</i>                         | \$15,159,000       | \$4,575,000           | \$2,000,000    | \$1,300,000                      | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$4,384,000  | \$0                  | \$700,000             | \$0                      | \$1,900,000         |
|      | <i>(+) Year-end surplus contributions</i>                 |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(-) Operational Costs not included in project list</i> |                    |                       |                | \$1,568,445                      |               |             |                                    |                                     |                          |                | \$151,263         | \$198,224    |                      |                       |                          |                     |
|      | <i>(-/+ ) Transfers in/out</i>                            |                    | \$1,259,827           |                |                                  |               |             |                                    |                                     |                          |                |                   | -\$1,159,827 |                      |                       |                          |                     |
|      | <i>(+) FY24 Budgeted Contribution</i>                     |                    | \$2,202,895           | \$1,038,457    | \$2,338,901                      | \$0           | \$0         | \$10,000                           | \$450,000                           | \$5,000                  | \$159,081      | \$140,356         | \$6,918,579  | \$44,512             | \$17,400              | \$27,844                 | \$118,125           |
| 2024 | <i>Estimated 10/1/2023 Available Balance</i>              |                    | -\$1,960,734          | \$614,243      | \$465,752                        | -\$242,051    | \$0         | \$209,853                          | \$1,795,920                         | \$42,603                 | \$213,124      | \$388,660         | \$1,644,541  | \$157,424            | \$187,400             | \$771,348                | \$927,301           |
|      | <i>Sum Of Total Project Cost:</i>                         | \$7,250,000        | \$4,075,000           | \$1,900,000    | \$375,000                        | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$600,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(+) Year-end surplus contributions</i>                 |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(-) Operational Costs not included in project list</i> |                    |                       |                | \$1,591,974                      |               |             |                                    |                                     |                          |                | \$152,309         | \$200,206    |                      |                       |                          |                     |
|      | <i>(-/+ ) Transfers in/out</i>                            |                    | \$4,800,000           |                |                                  |               |             |                                    |                                     |                          |                |                   | -\$5,700,000 |                      |                       |                          |                     |
|      | <i>(+) FY25 Budgeted Contribution</i>                     |                    | \$1,702,598           | \$1,301,597    | \$2,381,077                      | \$0           | \$0         | \$10,000                           | \$450,000                           | \$5,000                  | \$162,262      | \$147,324         | \$7,123,887  | \$44,601             | \$3,748               | \$20,883                 | \$88,594            |
| 2025 | <i>Estimated 10/1/2024 Available Balance</i>              |                    | \$966,864             | \$546,940      | \$879,855                        | -\$342,051    | \$0         | \$219,853                          | \$2,245,920                         | \$47,603                 | \$375,386      | \$383,674         | \$2,268,222  | \$202,025            | \$191,148             | \$792,231                | \$1,015,895         |
|      | <i>Sum Of Total Project Cost:</i>                         | \$6,725,000        | \$4,575,000           | \$1,200,000    | \$300,000                        | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$100,000         | \$250,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(+) Year-end surplus contributions</i>                 |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | <i>(-) Operational Costs not included in project list</i> |                    |                       |                | \$1,021,821                      |               |             |                                    |                                     |                          |                | \$153,387         | \$202,208    |                      |                       |                          |                     |
|      | <i>(-/+ ) Transfers in/out</i>                            |                    | \$8,068,697           |                |                                  |               |             |                                    |                                     |                          |                |                   | -\$8,068,697 |                      |                       |                          |                     |
|      | <i>(+) FY26 Budgeted Contribution</i>                     |                    | \$1,709,365           | \$1,573,732    | \$2,413,367                      | \$0           | \$0         | \$10,000                           | \$450,000                           | \$5,000                  | \$165,508      | \$154,640         | \$7,335,353  | \$44,690             | \$3,823               | \$15,662                 | \$66,445            |
|      | <i>Estimated 10/1/25 Available Balances</i>               |                    | \$6,669,926           | \$1,451,772    | \$1,971,401                      | -\$442,051    | \$0         | \$229,853                          | \$2,695,920                         | \$52,603                 | \$540,894      | \$284,927         | \$1,082,670  | \$246,715            | \$194,971             | \$807,893                | \$1,082,340         |
|      | <i>Total Project Cost Grand Total Sum:</i>                | \$112,932,302      | \$26,295,500          | \$14,210,200   | \$4,249,500                      | \$3,480,800   | \$4,299,302 | \$32,000                           | \$342,000                           | \$1,545,500              | \$1,685,000    | \$100,000         | \$47,395,500 | \$2,500,000          | \$941,000             | \$382,000                | \$3,974,000         |

\*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

\*\*These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

Exhibit C  
5 Year Capital Improvement Plan  
Fiscal Year 2021-2025

| Year | Title                                                        | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF          | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|--------------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|--------------|----------------------|-----------------------|--------------------------|---------------------|
| 2020 | Estimated 8/1/2020 Available Balances                        |                    | \$16,999,238          | \$6,343,096    | \$4,206,052                      | \$1,810,127   | \$0        | \$201,853                          | \$533,476                           | \$1,484,169              | \$1,343,197    | \$491,783         | \$14,839,180 | \$2,454,899          | \$1,060,211           | \$1,019,582              | \$4,327,068         |
|      | Projects under contract or in progress                       |                    |                       |                |                                  |               |            |                                    |                                     |                          |                |                   |              |                      |                       |                          |                     |
|      | Batting Cages for City Park Baseball Facility                | \$95,000           | \$0                   | \$0            | \$95,000                         | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Bransford Rd Trail (Field St to Cotton Belt Trail)-Desig     | \$16,000           | \$16,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Bransford Water Tank Rehabilitation - Construction           | \$1,103,000        | \$0                   | \$1,103,000    | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Cheek-Sparger Road (San Bar to Brown Trail) - Design         | \$50,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$50,000     | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Colleyville Center New Roof                                  | \$40,000           | \$0                   | \$0            | \$40,000                         | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Colleyville Center Renovation FY2020                         | \$56,500           | \$0                   | \$0            | \$56,500                         | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Construction of Parking Facility at Central Fire Station     | \$50,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$50,000     | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Fee Assessment Study                                | \$20,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$20,000     | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Improvements FY2020                                 | \$500,000          | \$50,000              | \$0            | \$0                              | \$300,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | John McCain Rd Trail-Design                                  | \$14,000           | \$14,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | John McCain Road and Westcoat Drive Roundabout -             | \$1,100,000        | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$1,100,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Justice Center - Metal Roof Coating                          | \$246,500          | \$246,500             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Keyless Entry /Card Reader Expansion                         | \$70,000           | \$70,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Land Purchase                                                | \$5,600,000        | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$5,600,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | L.D. Lockett Pump Station Emergency Generator                | \$410,000          | \$0                   | \$410,000      | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Landscape Improvements Near Pavilion at McPherson            | \$20,000           | \$0                   | \$0            | \$20,000                         | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Misc Concrete Rehabilitation FY2020                          | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Nature Center Trail-Design                                   | \$300,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$300,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | New Warmup Area at City Park Baseball Fields                 | \$50,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$50,000       | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Park Signage/Branding Program FY2020                         | \$50,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$50,000       | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parkway Tree Removal and Replacement-2020                    | \$25,000           | \$25,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Playground Improvements at Sparger Park                      | \$75,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$75,000       | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Pleasant Run Waterline (John McCain North to Bear Creek)     | \$22,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$22,000            |
|      | Public Works Service Center Site Improvements-Design         | \$32,000           | \$32,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Restroom Facility at Nature Center                           | \$351,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$351,000                | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Restroom Facility at Reagan Park                             | \$235,500          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$235,500                | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Restroom Facility Renovation at City Park                    | \$903,000          | \$0                   | \$0            | \$503,000                        | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$400,000      | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Roberts Road (Glade to Grapevine City Limits) - DESIGN       | \$132,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$132,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Roberts Road (Glade to Grapevine City Limits) - ROW          | \$60,000           | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$60,000     | \$0                  | \$0                   | \$0                      | \$0                 |
|      | SH26 Beautification FY2020                                   | \$2,000,000        | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$2,000,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Stormwater Master Plan                                       | \$193,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$193,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Pavement Marking-2020                                 | \$100,000          | \$100,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Supervisory Control and Data Acquisition (SCADA) Replacement | \$210,000          | \$0                   | \$210,000      | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 10: Apple Valley Subdivision/Rustic Oaks       | \$3,000            | \$0                   | \$3,000        | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 11: Tinker Road Water Lines - Design           | \$342,000          | \$287,000             | \$49,200       | \$0                              | \$5,800       | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Risk and Resilience Assessment                         | \$15,000           | \$0                   | \$15,000       | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water, Wastewater, and Roadway Impact Fee Update             | \$128,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$32,000                           | \$32,000                            | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$32,000                 | \$32,000            |
|      | Sum Of Total Project Cost:                                   | \$15,017,500       | \$1,240,500           | \$1,790,200    | \$714,500                        | \$305,800     | \$0        | \$32,000                           | \$32,000                            | \$586,500                | \$575,000      | \$0               | \$9,655,000  | \$0                  | \$0                   | \$32,000                 | \$54,000            |
|      | (+) Year-end surplus contributions                           |                    | \$1,395,305           | \$1,330,000    | \$0                              | \$200,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (-) Costs not included in project list                       |                    |                       |                | \$845,263                        |               |            |                                    |                                     |                          |                | \$57,382          | \$759,678    |                      |                       |                          |                     |
|      | (+) FY21 Budgeted Contribution                               |                    | \$0                   | \$78,323       | \$799,438                        | \$20,000      | \$0        | \$10,000                           | \$254,444                           | \$46,586                 | \$54,067       | \$40,555          | \$767,084    | \$59,286             | \$11,492              | \$19,297                 | \$88,608            |

Exhibit C  
5 Year Capital Improvement Plan  
Fiscal Year 2021-2025

| Year | Title                                                    | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT  | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF         | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|----------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|-------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|-------------|----------------------|-----------------------|--------------------------|---------------------|
| 2021 | Estimated 10/1/2020 Available Balance                    |                    | \$17,154,043          | \$5,961,219    | \$3,445,727                      | \$1,724,327   | \$3,077,000 | \$179,853                          | \$755,920                           | \$944,255                | \$822,264      | \$474,956         | \$5,191,586 | \$2,514,185          | \$1,071,703           | \$1,006,879              | \$4,361,676         |
|      | Annual Sidewalk/Trail Construction/Grant Match FY2       | \$400,000          | \$0                   | \$0            | \$300,000                        | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$100,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Annual Small Segment Sidewalk/Trail Construction FY2021  | \$250,000          | \$250,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Bedford Rd Trail (Glade to Cheek-Sparger)-Design         | \$200,000          | \$200,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Bransford Rd Trail (Field St to Cotton Belt Trail)-Const | \$800,000          | \$800,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Central Fire Station Interior Renovation                 | \$125,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$125,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Cheek-Sparger Road (San Bar to Brown Trail) - Const      | \$4,105,000        | \$0                   | \$900,000      | \$0                              | \$0           | \$1,877,000 | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$1,328,000 | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Cheek-Sparger Trail-Design                               | \$125,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$125,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Hall Interior Renovation                            | \$400,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$400,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Hall Dumpster Enclosure and Storage Facility        | \$150,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Hall/Library - HVAC Replacement                     | \$327,600          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$327,600   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Park Pickleball Court                               | \$200,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$200,000             | \$0                      | \$0                 |
|      | City Park Softball Shade Structure and Playground Im     | \$300,000          | \$0                   | \$0            | \$300,000                        | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Fee Impervious Area Study                       | \$90,900           | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$90,900    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Improvements FY2021                             | \$500,000          | \$50,000              | \$0            | \$0                              | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Fiber Optic                                              | \$300,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$300,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Fire Station 2 AC Replacement                            | \$30,000           | \$30,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Fire Stations Bay Area Renovation                        | \$200,000          | \$115,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$85,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Flashing Lights for Pedestrian Crosswalks-2021           | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Flood Gates Upgrade                                      | \$425,000          | \$0                   | \$0            | \$0                              | \$425,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Glade Rd (Phase 2-SH26 to Pool) Design                   | \$70,000           | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$70,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct     | \$9,000,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$9,000,000 | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Glade Road at Bluebonnet Drive                           | \$1,900,000        | \$0                   | \$0            | \$0                              | \$0           | \$1,200,000 | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$700,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Improvements to Parks Building (on Bransford)            | \$380,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$380,000      | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | John McCain Rd Trail-Construction                        | \$800,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$800,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Justice Center - HVAC Replacement                        | \$395,000          | \$395,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Justice Center Exterior Safety Enhancements              | \$450,000          | \$250,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$200,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | L.D. Lockett Road Right Turn Ln - Construction           | \$310,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$310,000                           | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Library 2nd Floor Renovation                             | \$125,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$125,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Misc Concrete Rehabilitation-2021                        | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Overland Park Amenity                                    | \$100,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$100,000      | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Park Signage/Branding Program FY2021                     | \$50,000           | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$50,000       | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parking Facility Pavement Marking-2021                   | \$50,000           | \$50,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parks House Demo and Site Prep                           | \$20,000           | \$0                   | \$0            | \$20,000                         | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parkway Tree Removal and Replacement-2021                | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Permit Software Acquisition                              | \$300,000          | \$120,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$180,000   | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Pleasant Run Practice Fields New Restroom                | \$300,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$300,000                | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Pleasant Run Road Bridge at Big Bear (White Chapel       | \$400,000          | \$0                   | \$0            | \$0                              | \$400,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Pleasant Run Road Rehabilitation (John McCain to N       | \$1,800,000        | \$1,250,000           | \$0            | \$0                              | \$550,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Pleasant Run Road Waterline (John McCain North to        | \$850,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$50,000                 | \$800,000           |
|      | Public Works Service Center Renovations                  | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Senior Center Exterior Renovations                       | \$120,000          | \$120,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Senior Center RFP Professional Services                  | \$65,000           | \$0                   | \$0            | \$65,000                         | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | SH26 Beautification FY2021                               | \$7,500,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$7,500,000 | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance County-2021                           | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance Program-2021                          | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Pavement Marking-2021                             | \$100,000          | \$100,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 10: Apple Valley/Rustic Oaks/Bills Lane    | \$630,000          | \$0                   | \$630,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 11: Tinker Road Water/Drainage/Road        | \$2,700,000        | \$1,800,000           | \$0            | \$0                              | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$300,000                | \$300,000           |
|      | Water Project 12: Woodbriar Estates - Design             | \$100,000          | \$0                   | \$100,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 18: Pecan Park Estates-Design              | \$120,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0         | \$0                  | \$0                   | \$0                      | \$120,000           |

Exhibit C  
5 Year Capital Improvement Plan  
Fiscal Year 2021-2025

| Year | Title                                                | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT  | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF          | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|-------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|--------------|----------------------|-----------------------|--------------------------|---------------------|
|      | Water Project 6: Quail Crest - Design                | \$150,000          | \$0                   | \$150,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | WW Project 1: Woodbriar and Quail Crest Subdivisio   | \$350,000          | \$0                   | \$350,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | WW Project 10: Rehabilitation of Priority 2 Manholes | \$150,000          | \$0                   | \$150,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | WW Project 5: Quails Path - Design                   | \$90,000           | \$0                   | \$90,000       | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Sum Of Total Project Cost:                           | \$40,253,500       | \$7,480,000           | \$2,370,000    | \$685,000                        | \$1,975,000   | \$3,077,000 | \$0                                | \$310,000                           | \$300,000                | \$530,000      | \$0               | \$21,756,500 | \$0                  | \$200,000             | \$350,000                | \$1,220,000         |
|      | (+) Year-end surplus contributions                   |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (-) Operational Costs not included in project list   |                    |                       |                | \$3,921,570                      |               |             |                                    |                                     |                          |                | \$186,262         | \$194,318    |                      |                       |                          |                     |
|      | (-/+ ) Transfers in/out                              |                    | -\$10,381,432         |                |                                  |               |             |                                    |                                     |                          |                |                   | \$11,281,432 |                      |                       |                          |                     |
|      | (+) FY22 Budgeted Contribution                       |                    | \$2,244,834           | \$546,941      | \$2,287,391                      | \$8,622       | \$0         | \$10,000                           | \$450,000                           | \$28,885                 | \$174,445      | \$127,400         | \$6,525,730  | \$49,314             | \$21,434              | \$49,500                 | \$210,000           |



Exhibit C  
5 Year Capital Improvement Plan  
Fiscal Year 2021-2025

| Year | Title                                                   | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT  | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF          | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|---------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|-------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|--------------|----------------------|-----------------------|--------------------------|---------------------|
| 2022 | Estimated 10/1/2021 Available Balance                   |                    | \$2,037,445           | \$4,669,260    | \$1,126,548                      | -\$42,051     | \$1,222,302 | \$189,853                          | \$895,920                           | \$673,140                | \$466,709      | \$416,095         | \$1,047,930  | \$2,563,499          | \$893,137             | \$706,379                | \$3,351,676         |
|      | Annual Sidewalk/Trail Construction/Grant Match FY2      | \$400,000          | \$0                   | \$0            | \$300,000                        | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$100,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Annual Small Segment Sidewalk/Trail Construction FY2022 | \$250,000          | \$250,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Bedford Rd Trail (Glade to Cheek-Sparger)-Construction  | \$1,500,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Park Fence Replacement                             | \$30,000           | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$30,000       | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Park New Amenity                                   | \$700,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$659,000                | \$0            | \$0               | \$0          | \$0                  | \$41,000              | \$0                      | \$0                 |
|      | Cooks and Waller Lane                                   | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Improvements at Nature Center                  | \$400,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$400,000      | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Improvements FY2022                            | \$500,000          | \$50,000              | \$0            | \$0                              | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Flashing Lights for Pedestrian Crosswalks-2022          | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Glade Road (Phase 2 - SH26 to Pool) - FY22 Construct    | \$5,000,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$5,000,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Hardage Lane                                            | \$900,000          | \$900,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Jackson Road Bridge Renovation-Construction             | \$1,222,302        | \$0                   | \$0            | \$0                              | \$0           | \$1,222,302 | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Justice Center Exterior Cleaning and Sealing            | \$350,000          | \$350,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Justice Center Interior Renovation                      | \$200,000          | \$200,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Misc Concrete Rehabilitation-2022                       | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Nature Center Trail-Construction                        | \$1,000,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$1,000,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Overland Park Amenity Phase II                          | \$100,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$100,000      | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Park Signage/Branding Program FY2022                    | \$50,000           | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$50,000       | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parking Facility Pavement Marking-2022                  | \$50,000           | \$50,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parkway Tree Removal and Replacement-2022               | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Restroom Facility Renovation FY2022                     | \$75,000           | \$0                   | \$0            | \$75,000                         | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Roberts Road - Construction                             | \$1,500,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$1,500,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Senior Center Renovations                               | \$3,000,000        | \$0                   | \$0            | \$500,000                        | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$2,500,000          | \$0                   | \$0                      | \$0                 |
|      | SH26 Beautification FY2022                              | \$3,000,000        | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$3,000,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance County-2022                          | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance Program-2022                         | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Pavement Marking-2022                            | \$100,000          | \$100,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 12: Woodbriar Estates - Construction      | \$1,000,000        | \$0                   | \$1,000,000    | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 16: Timberline Drive - Design             | \$200,000          | \$0                   | \$200,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 18: Pecan Park Estates-Construction       | \$800,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$800,000           |
|      | Water Project 5: Brighton Oaks - Design                 | \$250,000          | \$0                   | \$250,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 6: Quail Crest - Construction             | \$700,000          | \$0                   | \$700,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | WW Project 1: Woodbriar and Quail Crest Subdivisio      | \$2,000,000        | \$0                   | \$2,000,000    | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | WW Project 5: Quails Path WW Renewal and Road F         | \$1,300,000        | \$500,000             | \$800,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Sum Of Total Project Cost:                              | \$28,527,302       | \$4,350,000           | \$4,950,000    | \$875,000                        | \$300,000     | \$1,222,302 | \$0                                | \$0                                 | \$659,000                | \$580,000      | \$0               | \$10,750,000 | \$2,500,000          | \$41,000              | \$0                      | \$800,000           |
|      | (+) Year-end surplus contributions                      |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (-) Operational Costs not included in project list      |                    |                       |                | \$1,543,743                      |               |             |                                    |                                     |                          |                | \$150,248         | \$196,261    |                      |                       |                          |                     |
|      | (-/+ ) Transfers in/out                                 |                    | -\$1,747,092          |                |                                  |               |             |                                    |                                     |                          |                |                   | \$2,647,092  |                      |                       |                          |                     |
|      | (+) FY23 Budgeted Contribution                          |                    | \$2,211,191           | \$794,326      | \$2,287,491                      | \$0           | \$0         | \$10,000                           | \$450,000                           | \$23,463                 | \$167,334      | \$133,720         | \$7,719,252  | \$49,413             | \$17,863              | \$37,125                 | \$157,500           |

Exhibit C  
5 Year Capital Improvement Plan  
Fiscal Year 2021-2025

| Year | Title                                                   | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF          | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|---------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|--------------|----------------------|-----------------------|--------------------------|---------------------|
| 2023 | Estimated 10/1/2022 Available Balance                   |                    | -\$1,348,456          | \$1,044,686    | \$995,296                        | -\$142,051    | \$0        | \$199,853                          | \$1,345,920                         | \$37,603                 | \$54,043       | \$399,567         | \$468,013    | \$112,912            | \$870,000             | \$743,504                | \$2,709,176         |
|      | Annual Sidewalk/Trail Construction/Grant Match FY2      | \$400,000          | \$0                   | \$0            | \$300,000                        | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$100,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Annual Small Segment Sidewalk/Trail Construction FY2023 | \$250,000          | \$250,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Cheek-Sparger Trail                                     | \$400,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$400,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Hall - Boiler Replacement                          | \$200,000          | \$200,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Dog Park/Splash Pad                                     | \$700,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$700,000             | \$0                      | \$0                 |
|      | Drainage Improvements FY2023                            | \$500,000          | \$50,000              | \$0            | \$0                              | \$300,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Kimzey Park Playground Improvements                     | \$1,000,000        | \$0                   | \$0            | \$1,000,000                      | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Misc Concrete Rehabilitation-2023                       | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Nature Center Trail PH2-Construction                    | \$2,500,000        | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$2,500,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parking Facility Pavement Marking-2023                  | \$50,000           | \$50,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parkway Tree Removal and Replacement-2023               | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Rehabilitate the Historic Fire Station                  | \$234,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$234,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Senior Center Renovations-2023                          | \$1,000,000        | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$1,000,000  | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance County-2023                          | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance Program-2023                         | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Pavement Marking-2023                            | \$100,000          | \$100,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 14: Mixed Use Connections-Design          | \$200,000          | \$0                   | \$200,000      | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 5: Brighton Oaks Water/Street Rehabi.     | \$2,550,000        | \$650,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$1,900,000         |
|      | Water Project 16: Timberline Drive - Construction       | \$2,500,000        | \$700,000             | \$1,800,000    | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Woodbriar/Quail Crest Street Rehabilitation (Compai     | \$1,200,000        | \$1,200,000           | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Sum Of Total Project Cost:                              | \$15,159,000       | \$4,575,000           | \$2,000,000    | \$1,300,000                      | \$300,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$4,384,000  | \$0                  | \$700,000             | \$0                      | \$1,900,000         |
|      | (+) Year-end surplus contributions                      |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (-) Operational Costs not included in project list      |                    |                       |                | \$1,568,445                      |               |            |                                    |                                     |                          |                | \$151,263         | \$198,224    |                      |                       |                          |                     |
|      | (-/+ ) Transfers in/out                                 |                    | \$1,259,827           |                |                                  |               |            |                                    |                                     |                          |                |                   | -\$1,159,827 |                      |                       |                          |                     |
|      | (+) FY24 Budgeted Contribution                          |                    | \$2,202,895           | \$1,038,457    | \$2,338,901                      | \$0           | \$0        | \$10,000                           | \$450,000                           | \$5,000                  | \$159,081      | \$140,356         | \$6,918,579  | \$44,512             | \$17,400              | \$27,844                 | \$118,125           |
| 2024 | Estimated 10/1/2023 Available Balance                   |                    | -\$1,960,734          | \$614,243      | \$465,752                        | -\$242,051    | \$0        | \$209,853                          | \$1,795,920                         | \$42,603                 | \$213,124      | \$388,660         | \$1,644,541  | \$157,424            | \$187,400             | \$771,348                | \$927,301           |
|      | Annual Sidewalk/Trail Construction/Grant Match FY2      | \$400,000          | \$0                   | \$0            | \$300,000                        | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$100,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Annual Small Segment Sidewalk/Trail Construction FY2024 | \$250,000          | \$250,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | City Hall and Library Exterior Cleaning and Sealing     | \$350,000          | \$0                   | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$350,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Bedford Road Trail - Construction                       | \$1,500,000        | \$1,500,000           | \$0            |                                  |               | \$0        | \$0                                | \$0                                 |                          |                |                   | \$0          |                      |                       | \$0                      | \$0                 |
|      | Drainage Improvements FY2024                            | \$500,000          | \$50,000              | \$0            | \$0                              | \$300,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Misc Concrete Rehabilitation-2024                       | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parking Facility Pavement Marking-2024                  | \$50,000           | \$50,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parkway Tree Removal and Replacement-2024               | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Restroom Facility Renovation FY2024                     | \$75,000           | \$0                   | \$0            | \$75,000                         | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Concrete Panel Replacement-2024                  | \$750,000          | \$750,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance County-2024                          | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance Program-2024                         | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Pavement Marking-2024                            | \$100,000          | \$100,000             | \$0            | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 14: Mixed Use Connections-Constructi      | \$1,700,000        | \$0                   | \$1,700,000    | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 17: Monticello - Design                   | \$200,000          | \$0                   | \$200,000      | \$0                              | \$0           | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Sum Of Total Project Cost:                              | \$7,250,000        | \$4,075,000           | \$1,900,000    | \$375,000                        | \$300,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$600,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (+) Year-end surplus contributions                      |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0        | \$0                                | \$0                                 | \$0                      | \$0            | \$0               |              | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (-) Operational Costs not included in project list      |                    |                       |                | \$1,591,974                      |               |            |                                    |                                     |                          |                | \$152,309         | \$200,206    |                      |                       |                          |                     |
|      | (-/+ ) Transfers in/out                                 |                    | \$4,800,000           |                |                                  |               |            |                                    |                                     |                          |                |                   | -\$5,700,000 |                      |                       |                          |                     |
|      | (+) FY25 Budgeted Contribution                          |                    | \$1,702,598           | \$1,301,597    | \$2,381,077                      | \$0           | \$0        | \$10,000                           | \$450,000                           | \$5,000                  | \$162,262      | \$147,324         | \$7,123,887  | \$44,601             | \$3,748               | \$20,883                 | \$88,594            |

Exhibit C  
5 Year Capital Improvement Plan  
Fiscal Year 2021-2025

| Year | Title                                                   | Total Project Cost | Capital Projects Fund | **Utility Fund | CEDC (Parks, Trails & Libraries) | Drainage Fund | *FHA/TxDOT  | *Impact Fees - Area I (East of 26) | *Impact Fees - Area II (West of 26) | Parkland Dedication Fund | Voluntary Park | Voluntary Library | TIF          | Tomorrow Fund - City | Tomorrow Fund - Parks | **Wastewater Impact Fees | **Water Impact Fees |
|------|---------------------------------------------------------|--------------------|-----------------------|----------------|----------------------------------|---------------|-------------|------------------------------------|-------------------------------------|--------------------------|----------------|-------------------|--------------|----------------------|-----------------------|--------------------------|---------------------|
| 2025 | Estimated 10/1/2024 Available Balance                   |                    | \$966,864             | \$546,940      | \$879,855                        | -\$342,051    | \$0         | \$219,853                          | \$2,245,920                         | \$47,603                 | \$375,386      | \$383,674         | \$2,268,222  | \$202,025            | \$191,148             | \$792,231                | \$1,015,895         |
|      | Annual Sidewalk/Trail Construction/Grant Match FY2      | \$400,000          | \$0                   | \$0            | \$300,000                        | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$100,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Annual Small Segment Sidewalk/Trail Construction FY2025 | \$250,000          | \$250,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Drainage Improvements FY2025                            | \$500,000          | \$50,000              | \$0            | \$0                              | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$150,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Library Equipment Replacement                           | \$100,000          | \$0                   | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$100,000         | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Misc Concrete Rehabilitation-2025                       | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parking Facility Pavement Marking-2025                  | \$50,000           | \$50,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Parkway Tree Removal and Replacement-2025               | \$75,000           | \$75,000              | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Concrete Panel Replacement-2025                  | \$750,000          | \$750,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance County-2025                          | \$400,000          | \$400,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Maintenance Program-2025                         | \$500,000          | \$500,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Street Pavement Marking-2025                            | \$100,000          | \$100,000             | \$0            | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 13: Glade at Old Oak and SH121 - Desi     | \$200,000          | \$0                   | \$200,000      | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Water Project 17: Monticello - Construction             | \$3,000,000        | \$2,000,000           | \$1,000,000    | \$0                              | \$0           | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | Sum Of Total Project Cost:                              | \$6,725,000        | \$4,575,000           | \$1,200,000    | \$300,000                        | \$300,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$100,000         | \$250,000    | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (+) Year-end surplus contributions                      |                    | \$500,000             | \$531,100      | \$0                              | \$200,000     | \$0         | \$0                                | \$0                                 | \$0                      | \$0            | \$0               | \$0          | \$0                  | \$0                   | \$0                      | \$0                 |
|      | (-) Operational Costs not included in project list      |                    |                       |                | \$1,021,821                      |               |             |                                    |                                     |                          |                | \$153,387         | \$202,208    |                      |                       |                          |                     |
|      | (-/+ ) Transfers in/out                                 |                    | \$8,068,697           |                |                                  |               |             |                                    |                                     |                          |                |                   | -\$8,068,697 |                      |                       |                          |                     |
|      | (+) FY26 Budgeted Contribution                          |                    | \$1,709,365           | \$1,573,732    | \$2,413,367                      | \$0           | \$0         | \$10,000                           | \$450,000                           | \$5,000                  | \$165,508      | \$154,640         | \$7,335,353  | \$44,690             | \$3,823               | \$15,662                 | \$66,445            |
|      | Estimated 10/1/25 Available Balances                    |                    | \$6,669,926           | \$1,451,772    | \$1,971,401                      | -\$442,051    | \$0         | \$229,853                          | \$2,695,920                         | \$52,603                 | \$540,894      | \$284,927         | \$1,082,670  | \$246,715            | \$194,971             | \$807,893                | \$1,082,340         |
|      | Total Project Cost Grand Total Sum:                     | \$112,932,302      | \$26,295,500          | \$14,210,200   | \$4,249,500                      | \$3,480,800   | \$4,299,302 | \$32,000                           | \$342,000                           | \$1,545,500              | \$1,685,000    | \$100,000         | \$47,395,500 | \$2,500,000          | \$941,000             | \$382,000                | \$3,974,000         |

\*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

\*\*These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

# **Capital Improvement Program (CIP) Presentation and Discussion**

**City Council**  
**September 15, 2020**



# What is a CIP?



## **Capital Improvement Program (CIP)**

- A short-range, rolling plan, usually three to five years out, which identifies capital projects and provides a planning schedule, including funding options

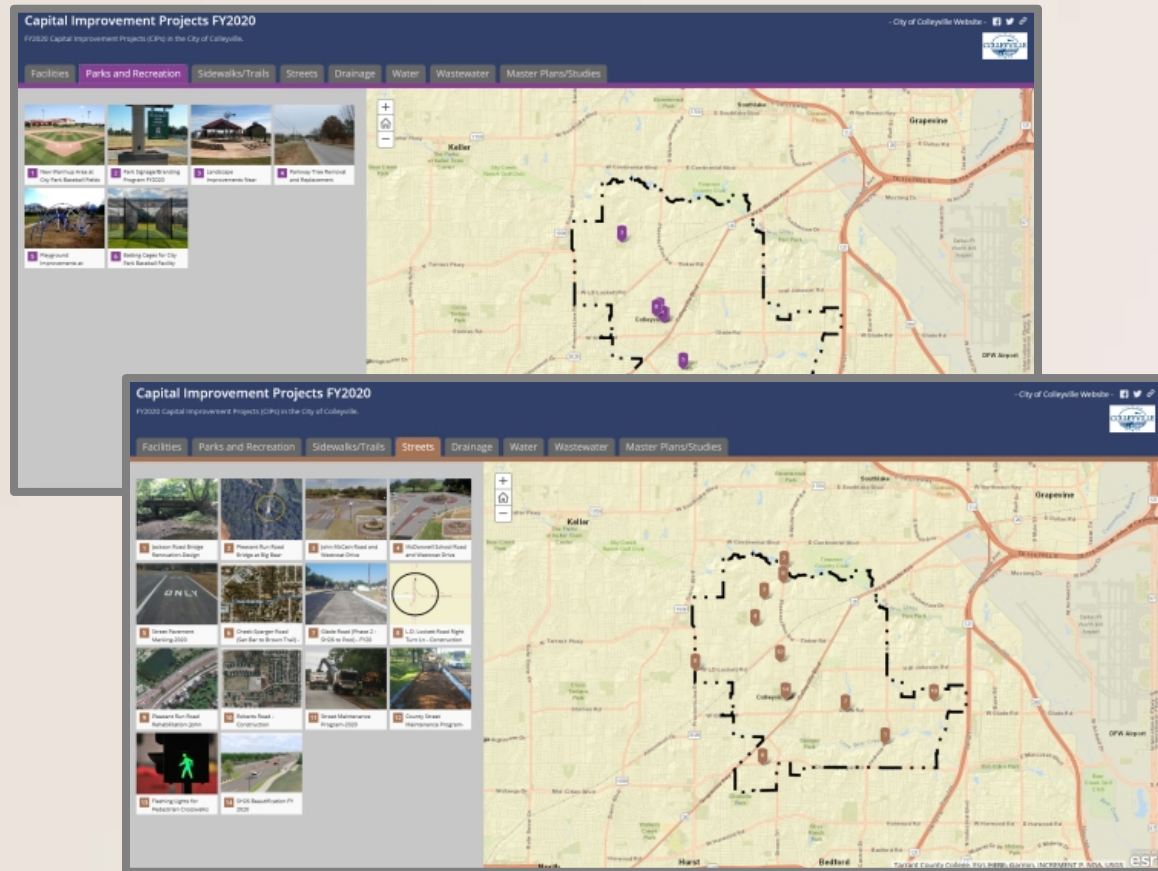
## **The Benefits of a CIP Include:**

- Provides the link between the strategic plans and the City's annual budget
- Supports the City's long term goals and vision
- Focuses on preserving the City's infrastructure while ensuring the efficient use of public funds

# Interactive Map



## Capital Improvement Projects Interactive Map



- The City of Colleyville Website has an interactive map which provides detailed information regarding each of the current capital projects
- The map will be updated to include the proposed FY2021 projects once adopted

[www.colleyville.com](http://www.colleyville.com)

# Department Highlights - Facilities



**Plaza at City Hall**  
Contract Award  
\$2,774,547  
Final Contract Cost  
\$2,772,837



**City Hall/Library  
Emergency Generator**  
Contract Award  
\$364,500  
Final Contract Cost  
\$343,307



**Central and Fire  
Station 2 Repairs**  
Contract Award  
\$221,576  
Final Contract Cost  
\$219,876



**City Hall ADA  
Doors**  
Contract Award  
\$96,415  
Final Contract Cost  
\$96,415



**Webb House**  
Contract Award  
\$257,320  
Final Contract Cost  
\$248,922





# Department Highlights - Parks and Recreation



## **City Park Quad Shade and Seating**

Contract Amount  
\$150,000  
Contract Cost  
\$150,000



## **Nature Center and Reagan Park Restroom**

Contract Amount  
\$643,480  
Contract Cost  
TBD

## **City Park Restroom Renovation**

Contract Amount  
\$403,921  
Contract Cost  
TBD





# Department Highlights – Sidewalks/Trails



## John McCain Road Trail

Design is complete  
Contract Awarded

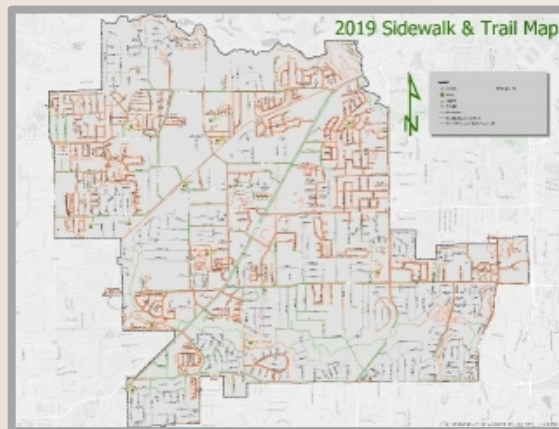


## Nature Center Trail

Project is under design  
Council approved  
application for grant



## Trail Extension Nature Center



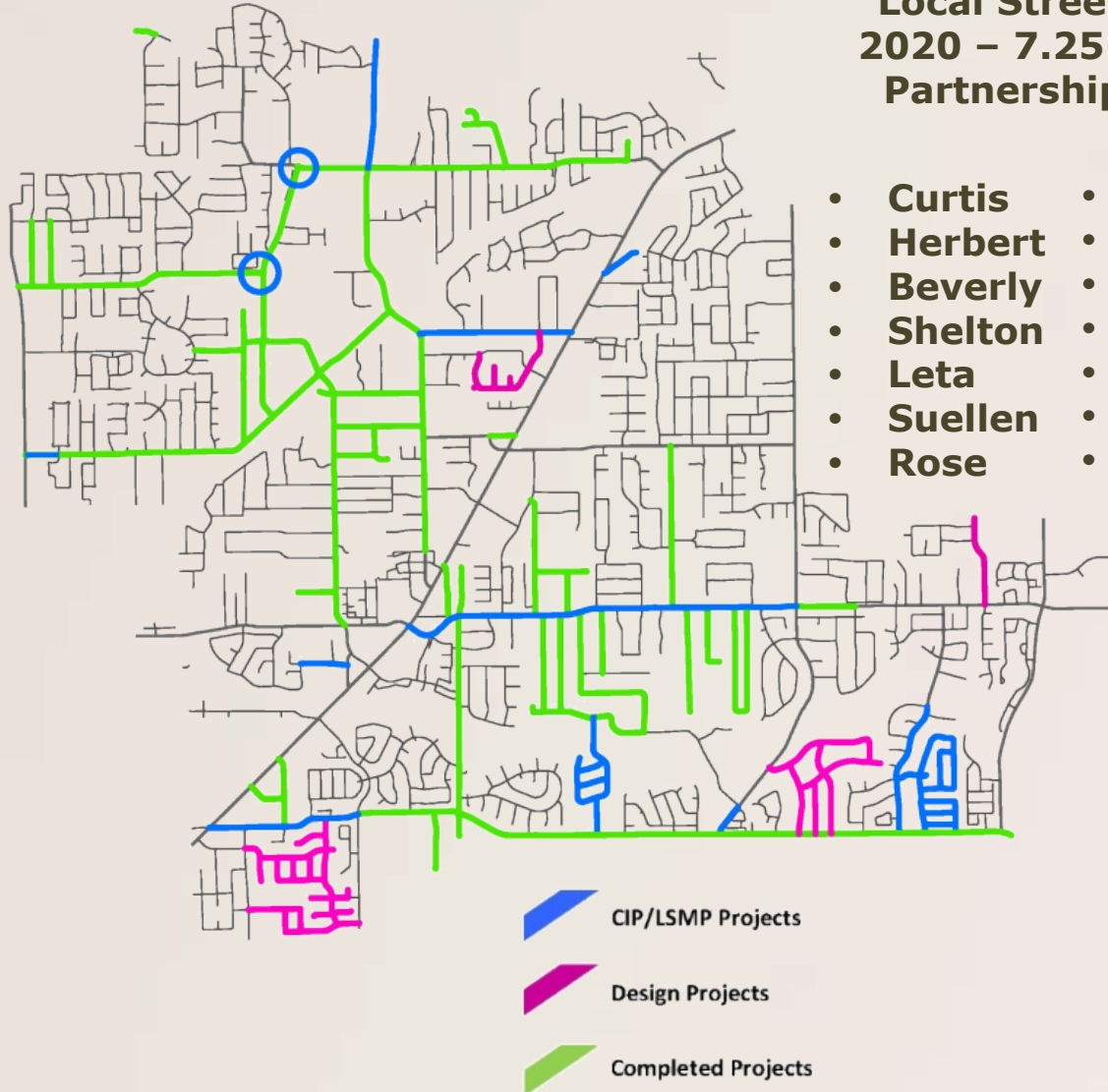
## Bransford Trail

Project is under design  
Trail will be from  
Field Street to  
Shelton Drive



## Sidewalk Extension Shelton

# Department Highlights - Streets



## Local Street Maintenance Project 2020 – 7.25 Lane Miles Resurfaced Partnership with Tarrant County \$706,013

- Curtis
- Herbert
- Beverly
- Shelton
- Leta
- Suellen
- Rose
- Thompson
- Bogart
- Cherry
- Jim Mitchell E
- Jim Mitchell W
- Lloyd Circle
- Maranatha



**McDonwell  
School Road at  
Westcoat  
Roundabout**  
Contract Award  
\$1,452,805  
Contract Cost  
TBD



**John McCain  
Road at Westcoat  
Roundabout**  
Contract Award  
\$1,142,907  
Contract Cost  
TBD



**Glade Road PH2**  
Contract Award  
\$14,273,642  
Contract Cost  
TBD



# Department Highlights – Public Works Water



## Overland Trail Pump Station Demolition

Contract Award

\$148,232

Final Contract Cost

\$134,932



## SCADA Upgrade

Design and

Contract Award

\$287,803

Contract Cost

TBD



## Water Towers Renovation

Contract Award

\$1,674,410

Contract Cost

TBD



# The Proposed Five Year CIP



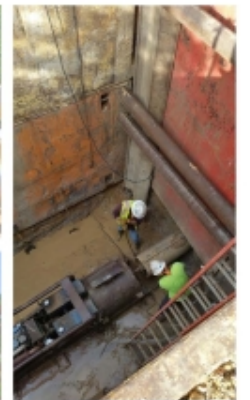
## The Proposed Fiscal Year 2021-2025 Capital Improvement Program

- The program identifies planned projects for the next five years, based on funding availability, and a schedule for completion
- The CIP provides an opportunity to consider all of the City's capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures



### Fiscal Year 2021 – 2025 CAPITAL IMPROVEMENT PROGRAM

Adopted by Resolution No.





# 2021 Projects



| Drainage                     | CIP Amount       |
|------------------------------|------------------|
| Drainage Improvements FY2021 | \$500,000        |
| Flood Gates Upgrade          | \$425,000        |
| <b>Drainage Total</b>        | <b>\$925,000</b> |



| Facilities                                                 | CIP Amount         |
|------------------------------------------------------------|--------------------|
| Central Fire Station Interior Renovation                   | \$125,000          |
| City Hall Interior Renovation                              | \$400,000          |
| City Hall Dumpster Enclosure and Storage Facility          | \$150,000          |
| City Hall/Library - HVAC Replacement                       | \$327,600          |
| Fire Station 2 AC Replacement                              | \$30,000           |
| Fire Stations Bay Area Renovation                          | \$200,000          |
| Improvements to Parks Building (on Bransford)              | \$380,000          |
| Justice Center - HVAC Replacement                          | \$395,000          |
| Justice Center Exterior Safety Enhancements                | \$450,000          |
| Library 2nd Floor Replacement                              | \$125,000          |
| Parking Facility Pavement Marking-2021                     | \$50,000           |
| Pleasant Run Practice Fields New Restroom                  | \$300,000          |
| Public Works Service Center Renovations                    | \$500,000          |
| Senior Center Roof Replacement                             | \$120,000          |
| Senior Center RFP Professional Services for Rehabilitation | \$65,000           |
| <b>Facilities Total</b>                                    | <b>\$3,617,600</b> |

# 2021 Projects



| Information Technology              | CIP Amount       |
|-------------------------------------|------------------|
| Fiber Optic                         | \$300,000        |
| Permit Software Acquisition         | \$300,000        |
| <b>Information Technology Total</b> | <b>\$600,000</b> |

| Master Plans/Studies               | CIP Amount      |
|------------------------------------|-----------------|
| Drainage Fee Impervious Area Study | \$90,900        |
| <b>Master Plans/Studies Total</b>  | <b>\$90,900</b> |

| Parks and Recreation                                           | CIP Amount       |
|----------------------------------------------------------------|------------------|
| City Park Pickleball Court                                     | \$200,000        |
| City Park Softball Shade Structure and Playground Improvements | \$300,000        |
| Overland Park Amenity                                          | \$100,000        |
| Park Signage/Branding Program FY2021                           | \$50,000         |
| Parks House Demo and Site Prep                                 | \$20,000         |
| Parkway Tree Removal and Replacement-2021                      | \$75,000         |
| <b>Parks and Recreation Total</b>                              | <b>\$745,000</b> |

| Sidewalks/Trails                                         | CIP Amount         |
|----------------------------------------------------------|--------------------|
| Annual Sidewalk/Trail Construction/Grant Match           | \$400,000          |
| Annual Small Segment Sidewalk/Trail Construction         | \$250,000          |
| Bedford Rd Trail (Glade to Cheek-Sparger)-Design         | \$200,000          |
| Bransford Rd Trail (Field St to Cotton Belt Trail)-Const | \$800,000          |
| Cheek-Sparger Trail                                      | \$125,000          |
| John McCain Rd Trail-Construction                        | \$800,000          |
| Misc. Concrete Rehabilitation-2021                       | \$400,000          |
| <b>Sidewalks/Trails Total</b>                            | <b>\$2,975,000</b> |



# 2021 Projects



\*Multi-year projects  
Glade Road  
SH26 Beautification

| Streets                                                                   | CIP Amount          |
|---------------------------------------------------------------------------|---------------------|
| Cheek-Sparger Road (San Bar to Brown Trail) - Construction                | \$4,105,000         |
| Flashing Lights for Pedestrian Crosswalks-2021                            | \$75,000            |
| Glade Rd (Phase 2-SH26 to Pool) Design                                    | \$70,000            |
| *Glade Road (Phase 2 - SH26 to Pool) - FY21 Construction                  | \$9,000,000         |
| Glade Road at Bluebonnet Drive                                            | \$1,900,000         |
| L.D. Lockett Road Right Turn Ln - Construction                            | \$310,000           |
| Pleasant Run Road Bridge at Big Bear (White Chapel Bridge) - Construction | \$400,000           |
| Pleasant Run Road Rehabilitation (John McCain to N City Limit)            | \$1,800,000         |
| *SH26 Beautification FY2021                                               | \$7,500,000         |
| Street Maintenance County-2021                                            | \$400,000           |
| Street Maintenance Program-2021                                           | \$500,000           |
| Street Pavement Marking-2021                                              | \$100,000           |
| Water Project 11: Tinker Road Water/Drainage/Road Reconstruction          | \$2,700,000         |
| <b>Streets Total</b>                                                      | <b>\$28,860,000</b> |



# 2021 Projects



| Wastewater                                                    | CIP Amount       |
|---------------------------------------------------------------|------------------|
| WW Project 1: Woodbriar and Quail Crest Subdivisions - Design | \$350,000        |
| WW Project 10: Rehabilitation of Priority 2 Manholes          | \$150,000        |
| WW Project 5: Quails Path - Design                            | \$90,000         |
| <b>Wastewater Total</b>                                       | <b>\$590,000</b> |

| Water                                                                         | CIP Amount         |
|-------------------------------------------------------------------------------|--------------------|
| Pleasant Run Road Water Line (John McCain North to Bear Creek) - Construction | \$850,000          |
| Water Project 10: Apple Valley Water Lines and Road Rehabilitation            | \$630,000          |
| Water Project 12: Woodbriar Estates - Design                                  | \$100,000          |
| Water Project 18: Pecan Park Estates-Design                                   | \$120,000          |
| Water Project 6: Quail Crest - Design                                         | \$150,000          |
| <b>Water Total</b>                                                            | <b>\$1,850,000</b> |





# **Questions and Discussion**



# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 4e  
**Type** Regular Agenda Items  
**Department** Public Works

**Agenda Date** 9/15/2020

**Number** Resolution R-20-4535

## **Title**

Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract

## **Strategic Plan**

- 2.1 Provide responsive, efficient city services
- 2.4 Demonstrate stewardship of public resources
- 3.2 Ensure regular repair and replacement of water and wastewater facilities

## **Explanation**

### ***First Reading and Public Hearing***

This item seeks approval to purchase a replacement Harben Sewer Jet Truck from Patterson Equipment for \$117,287.00 for the Public Works Department Wastewater Division.

Routine cleaning of sewer mains is a core function of the Public Works Department, which is performed by inserting a high pressure water hose through sewer manholes, through the sewer line to the next manhole, while pumping water through a high pressure nozzle to clean the line. The equipment used to perform this function is a Harben Sewer Jet machine, which is mounted on a Ford F550 truck chassis. The current sewer truck was purchased in 2014, and is now six years old. The pump was rebuilt once, and the equipment is now experiencing frequent breakdowns, which takes it out of field service for a significant amount of time.

In order to maintain the City's fleet in an effective and efficient manner, the vehicles are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition. Staff reassessed the current 2014 Harben Sewer Jet Truck and determined the heavy use of the truck and equipment inside of wastewater system has started to cause corrosion.

The Harben Sewer Jet Truck is only offered through a single dealer, Patterson Equipment, on the Texas Local Government Purchasing Cooperative system (see attached sole source letter). If approved, the new vehicle would be delivered this winter. The existing jet truck will be disposed of through the City's annual vehicle and

equipment auction, after the new piece of equipment is placed in service.

**Financial Impact**

There is currently funding available in the Capital Utility Fund for the purchase of the Harben Sewer Jet Truck. Delivery of the truck is anticipated in FY 2021.

**Recommendation**

Approve

**Attachments**

1. Presentation
2. 2021 Ford F-550 Jet Quote
3. Patterson Equipment Sole Source Letter 2020

## 4e. Replacement of the Harben Sewer Jet Truck

- This item seeks approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment for \$117,287.00.
- The jet truck allows the Public Works Wastewater division to clean out the sanitary sewer lines in order to prevent sewer backups within residential and commercial buildings. A sewer cleaning project can be done in multiple ways, however, sewer jetting is proven to be one of the fastest and most efficient methods.





# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

|                      |                            |               |                       |
|----------------------|----------------------------|---------------|-----------------------|
| Vendor               | <b>RUSH TRUCK CENTER</b>   | Date Prepared | <b>9/3/2020</b>       |
| Contact for Vendor:  | <b>COLTON KRUSE</b>        | Phone         | <b>(830) 302-5219</b> |
| End User:            | <b>City of Colleyville</b> |               |                       |
| End User Contact:    | <b>Jon Escamilla</b>       | Phone/Fax     | <b>(817) 503-1360</b> |
| Product Description: | <b>Ford F-550 Jetter</b>   |               |                       |

|                                                                                   |                                                    |              |                                  |          |                                         |               |               |  |
|-----------------------------------------------------------------------------------|----------------------------------------------------|--------------|----------------------------------|----------|-----------------------------------------|---------------|---------------|--|
| A: Base Price in Bid/Proposal Number: <b>601-19</b>                               |                                                    |              | Series: <b>F-550</b>             |          |                                         | \$ 25,299.00  |               |  |
| B: Published Options( <i>Itemize Below</i> )                                      |                                                    |              |                                  |          |                                         |               |               |  |
|                                                                                   | DESCRIPTION                                        | AMOUNT       |                                  | OPT #    | DESCRIPTION                             | AMOUNT        |               |  |
| Ford                                                                              | W5G (Crew Cab 4x2)                                 | \$ 6,885.00  |                                  | Ford     | Power Sliding Rear Window/Privacy Glass | \$ 435.00     |               |  |
| Ford                                                                              | 6.7L 4V OHV Power Stroke/Limited Slip              | \$ 11,355.00 |                                  | Ford     | Exterior Back Up Alarm                  | \$ 140.00     |               |  |
| Ford                                                                              | 19,500 GVWR Upgrade/XL Value Package               | \$ 2,455.00  |                                  | RTC-0040 | OEM+ Safety Analysis                    | \$ 1,275.00   |               |  |
| Ford                                                                              | Power Equipment Group/Extra Heavy Duty Front End   | \$ 1,700.00  |                                  | RTC-0122 | Refuse Body prep Package                | \$ 3,934.00   |               |  |
| Ford                                                                              | High Capacity Trailer Tow/Engine Block heater      | \$ 680.00    |                                  | RTC-1024 | Jetter System                           | \$ 101,875.00 |               |  |
| Ford                                                                              | Upfitter Interface Module/Utility Lighting System  | \$ 455.00    |                                  | RTC-1026 | Lot Insurance                           | \$ 3,049.04   |               |  |
| Ford                                                                              | Trailer Brake Controller/Rear View Camera Prep Kit | \$ 685.00    |                                  | RTC-1027 | Dealership Floorplan                    | \$ 3,090.09   |               |  |
| Subtotal Column 1: \$ 24,215.00                                                   |                                                    |              | Subtotal Column 2: \$ 113,798.13 |          |                                         |               |               |  |
| Published Options added to Base Price( <i>Subtotal of "Col 1" &amp; "Col 2"</i> ) |                                                    |              |                                  |          |                                         |               | \$ 138,013.13 |  |

|                                                |  |                         |  |  |  |              |  |
|------------------------------------------------|--|-------------------------|--|--|--|--------------|--|
| C: Subtotal of A + B                           |  |                         |  |  |  | \$163,312.13 |  |
| D: Approved Contract Vendors                   |  |                         |  |  |  |              |  |
| Patterson Equipment Jetter System with Options |  | \$ (46,425.00)          |  |  |  |              |  |
|                                                |  |                         |  |  |  |              |  |
|                                                |  |                         |  |  |  |              |  |
| Subtotal Column 1: \$ (46,425.00)              |  | Subtotal Column 2: \$ - |  |  |  |              |  |

|                                                                             |                |
|-----------------------------------------------------------------------------|----------------|
| Unpublished Options added to Base price ( <i>Subtotal "Col 1 + Col 2"</i> ) | \$ (46,425.00) |
|-----------------------------------------------------------------------------|----------------|

|                                                              |  |  |  |
|--------------------------------------------------------------|--|--|--|
| E: Contract Price Adjustment ( <i>If any, explain here</i> ) |  |  |  |
|                                                              |  |  |  |

|                         |               |
|-------------------------|---------------|
| F: Total of C + D +/- E | \$ 116,887.13 |
|-------------------------|---------------|

|                                            |               |
|--------------------------------------------|---------------|
| G: Quantity ordered Units: <u>1.00</u> x F | \$ 116,887.13 |
|--------------------------------------------|---------------|

|                                |           |
|--------------------------------|-----------|
| H: BUYBOARD Administrative Fee | \$ 400.00 |
|--------------------------------|-----------|

|                                                                                             |  |  |  |  |  |
|---------------------------------------------------------------------------------------------|--|--|--|--|--|
| I: Non-Equipment Charges & Credits ( <i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i> ) |  |  |  |  |  |
|                                                                                             |  |  |  |  |  |
|                                                                                             |  |  |  |  |  |

|  |  |
|--|--|
|  |  |
|--|--|

|                                           |               |
|-------------------------------------------|---------------|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | \$ 117,287.13 |
|-------------------------------------------|---------------|

***HARBEN***  
***High Pressure Water Technology***

HARBEN INCORPORATED  
P. O. Box 2250  
Cumming, GA 30028 USA

Tel: (770) 889-9535  
Fax: (770) 887-9411  
Toll Free 800-327-5387

September 8, 2020

To:  
City of Colleyville  
Utility Operations Department  
Colleyville, TX  
Attn: Jon Escamilla

This letter is to serve notice that Patterson Equipment is the exclusive distributor for Harben Inc. in the state of Texas

As such, all sales, service, warranties, etc... are to be handled through them. Harben will not warrant any work performed by any other company or any parts not of Harben manufacture.

Regards,

Brian Gilbert  
Vice President



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** 4f

**Agenda Date** 9/15/2020

**Number** Resolution R-20-4535

**Type** Resolution

**Department** Police

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## **Title**

Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer

## **Strategic Plan**

5.4 Actively seek public/private partnerships-effective service solutions

## **Explanation**

### ***Reading and Public Hearing***

The Colleyville Police Department seeks approval to accept the ongoing partnership agreement with Autobahn Motor Cars that allows the dealership to provide a vehicle to the Colleyville Police Department for the expressed use by the School Resource Officer assigned to Colleyville Heritage High School. The sponsorship program began in 2004 as a way for Autobahn Motor Cars to enter into a community partnership that benefits the City of Colleyville, Colleyville Police Department, and the Grapevine-Colleyville Independent School District. The annual sponsorship of the vehicle begins and ends in conjunction with the Grapevine-Colleyville Independent School District academic calendar year.

The attached agreement allows the Colleyville Police Department the ability to place the Police Department's markings on the vehicle to clearly identify it as a Colleyville Police Department vehicle. In addition, the vehicle will be marked with decals that state "provided by Autobahn Motor Cars". The agreement allows the vehicle to be used at all school related functions, as well as City of Colleyville or Colleyville Police Department sponsored events. Autobahn will retain ownership of the vehicle and Colleyville will provide insurance coverage for the vehicle and a certificate of insurance to Autobahn.

## **Financial Impact**

The Colleyville Police Department is responsible for the fuel, markings, and insurance costs related to the vehicle. All other maintenance related costs will be the responsibility of Autobahn Motor Cars. The City of Colleyville is required to list the vehicle for insurance coverage through Texas Municipal League.

**Recommendation**

Approve

**Attachments**

1. Autobahn Loan Agreement Presentation
2. Autobahn-Colleyville 2020-2021 Loan Agreement





# **Autobahn-Colleyville Loan Vehicle Agreement**

# Autobahn-Colleyville Loan Vehicle Agreement



- The Sponsorship Program began in 2004
- Autobahn Motor Cars wanted to enter into a community partnership to benefit the City of Colleyville, Colleyville Police Department and the Grapevine-Colleyville School District
- Autobahn donates a vehicle each year to be used by the School Resource Officer assigned to Colleyville Heritage High School
- The Police Department is allowed to place departmental markings on the vehicle
- All other maintenance related costs, with the exception of fuel is the responsibility of Autobahn
- Vehicle is returned to Autobahn at the end of school year

## Agreement for Loan Vehicle

### Participants:

**Autobahn Motor Cars** (Autobahn)  
and  
**City of Colleyville, Texas** (Colleyville)

|                     |                        |
|---------------------|------------------------|
| Vehicle Make        | Volkswagen             |
| Model               | 2020 Atlas Cross Sport |
| VIN                 | 1V2YE2CA6LC220393      |
| Mileage at delivery | 101                    |
| Value of Vehicle    | \$33,957.00            |

The following details include conditions with which a vehicle is loaned to the City of Colleyville by Autobahn Motor Cars.

- Autobahn agrees to furnish the above vehicle to the City of Colleyville Police Department for the primary use of the Colleyville Heritage High School Resource Officer (SRO).
- Autobahn will retain ownership of the above vehicle and Colleyville will provide insurance coverage for the vehicle and a certificate of insurance to Autobahn.
- Autobahn being the rightful owner of the above vehicle reserves the right to withdraw the loan of the vehicle with four weeks advance notice if this action is necessary. Colleyville reserves the right to return the vehicle prior to the end of the loan agreement with four weeks advanced notice if this action is necessary.
- Colleyville will place decals on the vehicle in order to create the appearance of a Police Unit. All decals will be removed by Colleyville prior to return to Autobahn. The only Police equipment installed in the vehicle will be temporarily added and not require permanent mounting brackets or drilling holes on any part of the vehicle's exterior or interior. In addition to parking the vehicle at the High School on school days, the vehicle will also be used during school sponsored activities and local community functions.
- The vehicle will have two decals indication "provided by Autobahn Motor Cars" with one placed at the top of the windshield with not less than 2" letters and one on the lower part of the rear window with not less than 4" letters.
- The vehicle will be loaned to Colleyville for a term that would include the Colleyville Heritage school year or other term preferred by Autobahn.
- All other maintenance related costs, with the exception of fuel will be the responsibility of Autobahn.

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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John Chase, CEO  
Autobahn Motor Cars

---

Richard Newton, Mayor  
City of Colleyville



# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 4g

**Agenda Date** 9/15/2020

**Number** Resolution R-20-4535

**Type** Resolution

**Department** Police

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## **Title**

Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

## **Strategic Plan**

2.1 Provide responsive, efficient city services

## **Explanation**

### ***Reading and Public Hearing***

On October 1, 2012, the cities of Keller, Southlake, and Colleyville entered into the attached Interlocal Agreement for Combined Animal Control and Shelter Services for the three cities. Per Section 6. i. of the Interlocal Agreement, the city of Roanoke notified the cities of Keller, Southlake, and Colleyville of their desire to participate in the Interlocal Agreement for Combined Animal Control and Shelter Services.

Approval of Amendment No. 1 will provide for the city of Roanoke to become a party to the terms, conditions, and cost shares of the Interlocal Agreement on October 1, 2020. Keller and Roanoke City Councils have approved the amendment and Southlake will consider approval at their September 15, 2020 City Council Meeting.

## **Financial Impact**

The city of Roanoke will pay 13.28% of the total animal control services, and 14.62% of shelter services, reducing the percentage paid by each of the participating cities. For Fiscal Year 2021, the estimated service increase costs to Colleyville will be \$2,263, which is provided for in the Fiscal Year 2021 budget.

## **Recommendation**

Approve

## **Attachments**

1. Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville
2. 2012 Combined Animal Control and Animal Shelter Services for the Cities of Keller, Southlake, and Colleyville



AMENDMENT NO. 1 OF  
INTERLOCAL AGREEMENT  
FOR COMBINED ANIMAL CONTROL AND  
ANIMAL SHELTER SERVICES FOR THE CITIES OF  
KELLER, SOUTHLAKE AND COLLEYVILLE

[To Add the City of Roanoke as a Contracting Party and Make Other Changes]

This Amendment of Interlocal Agreement ("AMENDMENT") is made and entered into by the CITY OF KELLER, TEXAS a Home Rule municipal corporation, ("KELLER"), the CITY OF SOUTHLAKE, TEXAS a Home Rule municipal corporation, ("SOUTHLAKE"), the CITY OF COLLEYVILLE, TEXAS a Home Rule Municipal Corporation, ("COLLEYVILLE"), and the CITY OF ROANOKE, TEXAS a Home Rule Municipal Corporation, ("ROANOKE") each acting by and through its duly appointed and authorized city managers adds the following to the INTERLOCAL AGREEMENT FOR COMBINED ANIMAL CONTROL AND ANIMAL SHELTER SERVICES FOR THE CITIES OF KELLER, SOUTHLAKE, and COLLEYVILLE ("AGREEMENT") that was entered into on October 1, 2012.

Pursuant to, and in accordance with, AGREEMENT Section 6. i. (Page 6) and Section 15 (Page 9), ROANOKE hereby acknowledges that ROANOKE has received and reviewed a complete copy of the AGREEMENT and agrees that upon execution of this AMENDMENT, ROANOKE shall become a party to the AGREEMENT and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the AGREEMENT as though an original party thereto.

ROANOKE Obligations. Roanoke agrees to perform the following:

- a. Pay the sums of ROANOKE's obligations to KELLER.
- b. Cooperate with KELLER to have the ROANOKE City Council adopt ordinances that are similar with KELLER, SOUTHLAKE, and COLLEYVILLE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to KELLER for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Transfer the ROANOKE Animal Control vehicle in full operational condition with installed equipment to KELLER.

Payments for Services Performed.

- a. Upon the start date of this AMENDMENT to the AGREEMENT, ROANOKE's, SOUTHLAKE's, and COLLEYVILLE's payments for animal control services will be adjusted for the fiscal year to a cost share of 13.28% for ROANOKE, 19.89% for SOUTHLAKE, and 17.07% for COLLEYVILLE. Payments for animal shelter

services will be adjusted for the fiscal year to a cost share of 14.62% for ROANOKE, 10.72% for SOUTHLAKE, and 8.65% for COLLEYVILLE.

- b. For the first two years of this AMENDMET to the AGREEMENT, ROANOKE will receive a discount of \$15,695 per year for the capital contribution of the ROANOKE Animal Control vehicle.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF KELLER, TEXAS

\_\_\_\_\_  
By: P.H. McGrail  
Mayor

\_\_\_\_\_  
By: Mark Hafner  
City Manager

ATTEST:

\_\_\_\_\_  
By: Kelly Ballard  
City Secretary

CITY OF COLLEYVILLE, TEXAS

\_\_\_\_\_  
By: Richard Newton  
Mayor

\_\_\_\_\_  
By: Jerry Ducay  
City Manager

ATTEST:

\_\_\_\_\_

CITY OF SOUTHLAKE, TEXAS

\_\_\_\_\_  
By: Laura Hill  
Mayor

\_\_\_\_\_  
By: Shana Yelverton  
City Manager

ATTEST:

\_\_\_\_\_  
By: Amy Shelley  
City Secretary

CITY OF ROANOKE, TEXAS

\_\_\_\_\_  
By: Scooter Gierisch  
Mayor

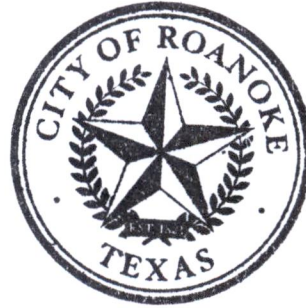
\_\_\_\_\_  
By: Scott Campbell  
City Manager

ATTEST:

\_\_\_\_\_  
By: Phil Hill

By: Christine Loven  
City Secretary

By: April Hill  
City Secretary



**INTERLOCAL AGREEMENT  
FOR COMBINED ANIMAL CONTROL AND  
ANIMAL SHELTER SERVICES FOR THE CITIES OF  
KELLER, SOUTHLAKE AND COLLEYVILLE**

**THE STATE OF TEXAS        )(**

**COUNTY OF TARRANT       )(**

THIS ("AGREEMENT"), is made and entered into by the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), the CITY OF SOUTHLAKE, TEXAS a Home Rule municipal corporation, ("SOUTHLAKE"), and the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE") each acting by and through its duly appointed and authorized city managers:

**W I T N E S E T H:**

WHEREAS, KELLER, SOUTHLAKE, and COLLEYVILLE desire to enter into this Agreement to combine Animal Control and Animal Shelter Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, KELLER has the facilities and personnel available to perform these services for the three cities; and

WHEREAS, all payments for Animal Control and Animal Shelter Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, KELLER, SOUTHLAKE and COLLEYVILLE have concluded that this Agreement fairly compensates the performing party for the Animal Control and Animal Services being provided hereunder; and

WHEREAS, the respective City Councils of KELLER, SOUTHLAKE and COLLEYVILLE believe that this Agreement is in the best interests of KELLER, SOUTHLAKE and COLLEYVILLE; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"); and

WHEREAS, the City Councils, as the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE wish to approve this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KELLER, SOUTHLAKE AND COLLEYVILLE HEREBY AGREE TO THE FOLLOWING:**



- Section 1. **Recitals.** All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of ten (10) years commencing on October 1, 2012, and ending September 30, 2022, (the “Initial Term”) and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the “First Renewal Term” and “Second Renewal Term”, respectively)
- Section 3. **Scope of Services to be provided by KELLER.** KELLER hereby agrees to perform the following:
- a. On October 1, 2012, KELLER, SOUTHLAKE and COLLEYVILLE will merge Animal Control and Animal Shelter Services at the KELLER Police Department and KELLER shall provide all such Animal Control and Animal Shelter Services for SOUTHLAKE and COLLEYVILLE. The Animal Control and shelter personnel will be KELLER employees and will be under the supervision and control of the KELLER Chief of Police or the Chief of Police’s authorized designee. The Animal Control Services and Animal Shelter will be identified as the KELLER/SOUTHLAKE/COLLEYVILLE Regional Animal Control and Regional Animal Shelter until such time another suitable name is selected by the parties. KELLER shall at all times maintain sufficient staff to perform the Animal Control and Shelter Services it provides under this agreement. Animal Control and Shelter Services shall mean all the functions that are customary and reasonable and shall include at a minimum the following:
1. The enforcement of State Animal Laws and City Ordinances of the respective cities relating to domestic animals;
  2. Answer calls from KELLER, SOUTHLAKE, and COLLEYVILLE citizens regarding lost, stray, and vicious dogs and cats and respond to the complaints in a timely manner;
  3. Conduct bite and/or dangerous animal investigations and properly document the incidents as required by policy, ordinance or other applicable law, including designating an animal as dangerous where applicable;
  4. Respond to wildlife and domestic livestock problems that are causing an immediate danger or concern, including but not limited to pickup, handling and disposal of sick, injured and dead animals;
  5. Assist the public in trapping small wildlife that are causing a concern to the safety and welfare of the citizens;
  6. Respond to the seasonal feral pig problem that exists in Southlake, including but not limited to baiting and clearing the traps as needed;
  7. Provide an “on-call” Animal Control Officer during non-business hours that will respond to serious animal-related public safety or animal welfare concerns that cannot be handled by a police officer;
  8. Explain Animal Control Laws to the public when requested, including school or public appearances;

9. Collaborate with state and local agencies on rabies control and quarantine of animals suspected of having rabies;
  10. Operate an animal shelter for cats and dogs that are captured as strays, quarantined, vicious, or surrendered by citizens of Keller, Southlake and Colleyville in compliance with all applicable state and county regulations and laws, emphasizing modern adoption strategies; and
  11. Maintain documentary records of all activity relating to operating all Animal Control and Shelter Services described herein according to industry standard.
- b. KELLER shall make a conditional offer of employment to the Animal Control Officers currently employed by the cities of SOUTHLAKE and COLLEYVILLE on or before September 1, 2012, for employment with KELLER to become effective on the merger date of October 1, 2012, contingent upon the SOUTHLAKE and COLLEYVILLE employees passing a KELLER pre-employment drug screen. KELLER shall place the SOUTHLAKE and COLLEYVILLE Animal Control Officers on the KELLER pay scale at the amount closest to their current hourly base rate at SOUTHLAKE and COLLEYVILLE. In addition to the salaries referenced above, as long as this Agreement is in force, Keller shall also pay all Animal Control Officers an annual \$3,000 regional Animal Control Officer stipend, paid on a bi-weekly interval.
  - c. KELLER shall provide SOUTHLAKE and COLLEYVILLE monthly service reports detailing the number of service calls in their respective communities along with the tally of animals impounded and adopted, and any other statistical reports requested by SOUTHLAKE and COLLEYVILLE capable of being provided by the CRIMES records management program and Shelter Pro Animal Services Software.
  - d. KELLER shall provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Animal Control and Shelter services to SOUTHLAKE and COLLEYVILLE, including providing and administering all employee policies and procedures.
  - e. KELLER will form a standing committee consisting of one (1) SOUTHLAKE Department of Public Safety employee selected by the Director of the SOUTHLAKE Department of Public Safety, one (1) KELLER employee selected by the KELLER Chief of Police, and one (1) COLLEYVILLE employee selected by the COLLEYVILLE Chief of Police to address operational and policy decisions related to the operation of the Regional Animal Control Services and Shelter.
  - f. KELLER shall establish an enterprise fund designated to defray the costs of operating Animal Control and Shelter Services for each of the participating cities, deposit into such fund all cat and dog annual registration fees and associated shelter and adoption fees collected by or for each of the participating cities, and apply all such deposited funds to the designated purpose. KELLER shall provide an annual accounting report of the funds collected, the amounts deposited into

such enterprise fund, and the expenditures from such fund to SOUTHLAKE and COLLEYVILLE.

- g. KELLER agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

**Section 4. SOUTHLAKE Obligations.** SOUTHLAKE agrees to perform the following:

- a. Pay the sums described as SOUTHLAKE's obligations in Section 6, below.
- b. Cooperate with KELLER to have the SOUTHLAKE City Council adopt ordinances that are similar with KELLER and COLLEYVILLE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to Keller for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Allow the SOUTHLAKE Animal Control Officer to bring to KELLER the small tools and equipment currently issued to the Officer by SOUTHLAKE, including the Officer's portable radio.
- e. Reimburse KELLER for any overtime related to the response to the seasonal feral pig problem in SOUTHLAKE, after KELLER provides SOUTHLAKE with the proper documentation;

**Section 5. COLLEYVILLE Obligations.** COLLEYVILLE agrees to perform the following:

- a. Pay the sums described as Colleyville's obligations in Section 6 below.
- b. Cooperate with KELLER to have the COLLEYVILLE City Council adopt ordinances that are similar with KELLER and SOUTHLAKE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to KELLER for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Allow the COLLEYVILLE Animal Control Officer to bring to KELLER the small tools and equipment currently issued to the Officer by COLLEYVILLE, including the Officer's portable radio.

**Section 6. Payments for Services Performed.**

- a. SOUTHLAKE and COLLEYVILLE will each make an annual payment to KELLER for the operation of the Animal Control and Shelter Services, in accordance with KELLER'S Fiscal Year Police Department Operating budgeted amount for Animal Control and operation of the Animal Shelter.

- b. For the first year of this Agreement, SOUTHLAKE's payment will be Sixty-Six Thousand Five Hundred and Forty-Two Dollars (\$66,542) to KELLER for Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. (This payment represents a 26% cost share of all Animal Control Services and 15% cost share of the expenses to operate the Animal Shelter.)
- c. For the first year of this agreement, COLLEYVILLE's payment will be Sixty Thousand Two Hundred and Eighty-Eight Dollars (\$60,288) to KELLER for Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. (This payment represents a 24% cost share of all Animal Control Services and 10% cost share of the expenses to operate the Animal Shelter.)
- d. The parties agree that the payment amounts will be adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.
- e. The payment amounts referenced above will be calculated by multiplying the budgeted amounts by a cost share factor or percentage to be calculated as provided herein. The Animal Control Expenses cost share factor for each participating city will be the number of calls for service recorded in the CRIMES CAD system for each respective city divided by the total number of calls for service recorded in the CRIMES CAD system for all the participating cities combined. The Animal Shelter cost share factor for each participating city will be the number of impounded cats and dogs for each respective city divided by the number of impounded cats and dogs for all the participating cities combined.
- f. For the initial three (3) years of this agreement the cost share factor for SOUTHLAKE will be fixed at 26% for Animal Control Expenses and 15% for Animal Shelter Expenses, and the cost share factor for COLLEYVILLE will be fixed at 24% for Animal Control Expenses and 10% for Animal Shelter Expenses. Adjustments to these percentages will be made every three years using an average from the preceding three years of data.
- g. All payments for Animal Control and Shelter Services shall be paid by SOUTHLAKE and COLLEYVILLE to KELLER in four (4) equal installments due on the 1<sup>st</sup> day of each calendar quarter beginning October 1, 2012 in advance of the services performed by KELLER for SOUTHLAKE and COLLEYVILLE for each subsequent calendar quarter of KELLER'S fiscal year and continuing thereafter throughout the term of the Agreement.
- h. The parties anticipate that KELLER will construct a new Animal Shelter/Adoption Center at the KELLER police facility at 330 Rufe Snow Drive. The project is scheduled to be completed on or about October of 2014. The facility is planned to be a 9,400 square foot facility. The parties agree that the additional construction cost to make it a regional facility to serve the cities of SOUTHLAKE and COLLEYVILLE, for purposes of this Agreement, is \$400,000. As part of the yearly operating budget for Animal Control and Shelter Services, Keller will assess this additional construction cost, amortized over 20 years (i.e. \$20,000 each year), to SOUTHLAKE and COLLEYVILLE through a Capital Cost Payment, with Southlake paying 60% annually (\$11,000) and



Colleyville paying 40% annually (\$9,000). The payment of this capital cost will insure that the cities of SOUTHLAKE and COLLEYVILLE will always be guaranteed space for dog and cats for their respective cities throughout the term of this agreement.

- i. Should another city wish to participate in the Regional Animal Control and Shelter Services effort, KELLER, SOUTHLAKE, and COLLEYVILLE would have to agree to make the requesting city a member of the Regional Animal Control and Shelter Services and calculate the new cost share formulas and amend this Interlocal Agreement. In such event, the fees collected by or on behalf of KELLER, SOUTHLAKE, and COLLEYVILLE for animal control services shall continue to be deposited in the above-described enterprise fund and considered revenue which will be credited towards expenses of operating the Animal Shelter.
- j. KELLER shall notify SOUTHLAKE and COLLEYVILLE of the anticipated costs of the Animal Control and Shelter Services and general and administrative charges by May 30 of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the KELLER City Council adopts the KELLER annual budget, but shall not exceed the estimate by more than 5%. The annual cost increase for SOUTHLAKE and COLLEYVILLE under this Agreement shall not exceed the percentage increase of the KELLER Police Department's annual operating budget.
- k. In the event the SOUTHLAKE and COLLEYVILLE City Councils fail or refuse to approve the annual payment amount set forth in this section by September 30, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of KELLER.

**Section 7. Cancellation.**

- a. SOUTHLAKE and/or COLLEYVILLE shall have the right to terminate, based on the provisions of this Agreement, if KELLER breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from SOUTHLAKE and or COLLEYVILLE. If the Agreement is terminated under this paragraph, KELLER shall be entitled to retain money already received prorated to the period from the last payment until the date of breach, and shall refund the remainder to SOUTHLAKE and or COLLEYVILLE.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice to KELLER at least twenty-four (24) months prior to the beginning of the next Fiscal Year, i.e., October 1. All payments by SOUTHLAKE and or COLLEYVILLE to KELLER shall continue until the cancellation date or as mutually agreed to by both parties. Should either SOUTHLAKE or COLLEYVILLE choose to cancel this Agreement the remaining city can choose to continue the Agreement with KELLER with new cost sharing formulas developed at that time and mutually agreed upon.

Section 8.       **Notices.**     All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

**KELLER**

**Steve Polasek, Interim City Manager  
City of Keller  
P.O. Box 770  
Keller, TX 76244**

**SOUTHLAKE**

**Shana Yelverton, City Manager  
City of Southlake  
1400 Main Street  
Southlake, TX 76092**

**COLLEYVILLE**

**Jennifer Fadden, City Manager  
City of Colleyville  
100 Main Street  
Colleyville, TX. 76034**

Section 9.       **Dispute Resolution.**

- a.     All issues regarding the performance of Animal Control and Animal Shelter services shall first be brought directly to the attention of the KELLER Chief of Police or his authorized designee. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty police supervisor.
- b.     In order to ensure an effective relationship between the parties and to provide the best possible public services, the City Managers of KELLER, SOUTHLAKE and COLLEYVILLE shall first attempt to amicably resolve any questions arising under this Agreement.
- c.     Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties agree to the appointment of a mediator certified by the courts of Tarrant County to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 10.      **Venue.**     This agreement is performable in Tarrant County, Texas, and venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to the completion of mediation in accordance with Section 9.

Section 11.      **Independent Contractor.**   The parties mutually agree that KELLER is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KELLER in no way are to be considered employees of SOUTHLAKE or COLLEYVILLE. The employment rights of KELLER personnel assigned under this agreement will not be abridged.

Section 12.      **Indemnity.**

- a.     To the extent allowed by law, KELLER hereby agrees to indemnify and otherwise hold harmless SOUTHLAKE and COLLEYVILLE, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation

or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to KELLER's performance of services under this agreement, including any intentional or negligent acts or omissions of KELLER's officials, officers, agents or employees relating to or arising out of the performance of the services.

- b. KELLER, SOUTHLAKE AND COLLEYVILLE each agree to accept full responsibility for the actions of their own officers, agents and employees in the performance of Animal Control Services under this agreement, and each party hereby agrees to release and hold harmless and, to the extent allowed by law, indemnify the other parties, their officers, agents and employees, in both their public and private capacities, against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the performance of Animal Control services, or in the performance or use of Animal Shelter services or facilities under this Agreement.

Section 13. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.

Section 14. **No Third-Party Beneficiaries.** By entering into this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto, except that the parties' officers, agents and employees are intended beneficiaries of Section 12 above.

Section 15. **Jurisdiction.** By this agreement, SOUTHLAKE AND COLLEYVILLE grants full and complete authorization and jurisdiction to KELLER Animal Control Officers for the enforcement of all applicable state and municipal laws and ordinances involving domestic animal control within the participating cities' city limits, including the authority to issue citations and to make appearances in the participating cities' respective municipal courts of record.

Section 16. **Natural Disasters and Casualty Losses.** KELLER will fully insure the Regional Animal Shelter and associated personal property against damage due to a natural or a man-made disaster, either through KELLER's private insurance carrier or through a program of self-insurance. In the event that the Regional Animal Shelter is damaged due to a natural or a manmade disaster and is rendered unusable, KELLER will promptly commence to repair or rebuild the Regional Animal Shelter or construct a similarly sized and equipped new facility, and, in the interim, shall have a contingency plan to continue to provide the services KELLER is to provide under this Agreement at another facility within Northeast Tarrant County, at no additional cost to the other participating cities.

**FISCAL YEAR 2012/2013**  
**COMBINED ANIMAL CONTROL AND ANIMAL SHELTER BUDGET**  
**And GENERAL AND ADMINISTRATIVE CHARGES**  
**FOR SERVICES TO THE CITY OF SOUTHLAKE.**

OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE ANIMAL  
CONTROL AND ANIMAL SHELTER FISCAL YEAR 2012/2013

|                                                                                                                                                       |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Animal Control                                                                                                                                        | \$225,434 |
| Animal Shelter Expenses                                                                                                                               | \$ 20,547 |
| Includes three (3) full-time employee<br>equivalents (FTEs), and one (1) part-time equivalent; operations, building<br>capital and maintenance costs. |           |

|                                                                  |           |
|------------------------------------------------------------------|-----------|
| <u>Annual Service Level for Animal Control at 26% cost share</u> | \$ 58,613 |
|------------------------------------------------------------------|-----------|

|                                                                  |          |
|------------------------------------------------------------------|----------|
| <u>Annual Service Level for Animal Shelter at 15% cost share</u> | \$ 3,082 |
|------------------------------------------------------------------|----------|

|                                                                    |                 |
|--------------------------------------------------------------------|-----------------|
| GENERAL AND ADMINISTRATIVE CHARGES (1)                             | <u>\$ 4,847</u> |
| Includes services of Police Administration and<br>Human Resources. |                 |

|                                           |                         |
|-------------------------------------------|-------------------------|
| TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13 | <u><u>\$ 66,542</u></u> |
|-------------------------------------------|-------------------------|

- (1) PERCENT (%) OF RESPECTIVE ANNUAL  
OPERATING BUDGET USED:
- |                       |      |
|-----------------------|------|
| Police Administration | 1 %  |
| Human Resources       | 0.4% |



**FISCAL YEAR 2012/2013**  
**COMBINED ANIMAL CONTROL AND ANIMAL SHELTER BUDGET**  
**And GENERAL AND ADMINISTRATIVE CHARGES**  
**FOR SERVICES TO THE CITY OF COLLEYVILLE.**

OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE ANIMAL  
CONTROL AND ANIMAL SHELTER FISCAL YEAR 2012/2013

|                                                                                                                                                       |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Animal Control                                                                                                                                        | \$225,434 |
| Animal Shelter Expenses                                                                                                                               | \$ 20,547 |
| Includes three (3) full-time employee<br>equivalents (FTEs), and one (1) part-time equivalent; operations, building<br>capital and maintenance costs. |           |

|                                                                  |           |
|------------------------------------------------------------------|-----------|
| <u>Annual Service Level for Animal Control at 24% cost share</u> | \$ 54,104 |
|------------------------------------------------------------------|-----------|

|                                                                  |          |
|------------------------------------------------------------------|----------|
| <u>Annual Service Level for Animal Shelter at 10% cost share</u> | \$ 2,055 |
|------------------------------------------------------------------|----------|

|                                        |                 |
|----------------------------------------|-----------------|
| GENERAL AND ADMINISTRATIVE CHARGES (1) | <u>\$ 4,129</u> |
|----------------------------------------|-----------------|

Includes services of Police Administration and  
Human Resources

|                                           |                         |
|-------------------------------------------|-------------------------|
| TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13 | <u><u>\$ 60,288</u></u> |
|-------------------------------------------|-------------------------|

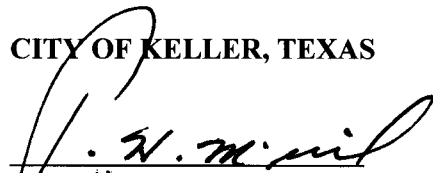
- (1) PERCENT (%) OF RESPECTIVE ANNUAL  
OPERATING BUDGET USED:
- |                       |      |
|-----------------------|------|
| Police Administration | 1 %  |
| Human Resources       | 0.4% |

Section 15. **Renewal and Amendment.** Annually, at the time the cost for Animal Control and Shelter services are re-calculated, this Agreement will be reviewed by all parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE.

Section 16. This Agreement has been approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the 5<sup>th</sup> day of September, 2012, in duplicate originals.

CITY OF KELLER, TEXAS

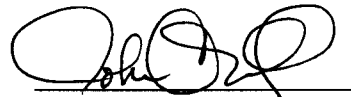
  
By: P. H. McGrail  
Mayor

  
By: Steve Polasek  
City Manager

ATTEST:

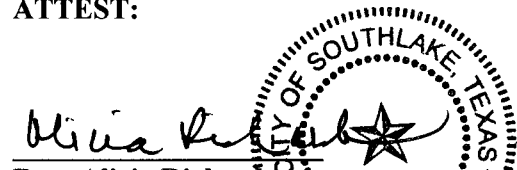
  
By: Sheila Stephens  
City Secretary

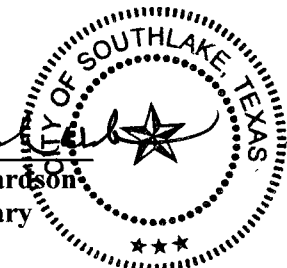
CITY OF SOUTHLAKE, TEXAS

  
By: John Terrell  
Mayor

  
By: Shana Yelverton  
City Manager

ATTEST:

  
By: Alicia Richardson  
City Secretary



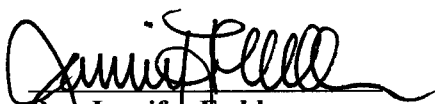
CITY OF COLLEYVILLE, TEXAS

  
By: David Kelly  
Mayor

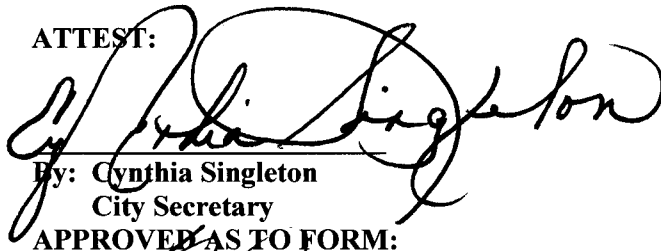
Colleyville City Council

AUG 07 2012

Approved

  
By: Jennifer Fadden  
City Manager

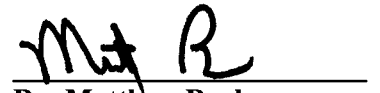
ATTEST:

  
By: Cynthia Singleton  
City Secretary

APPROVED AS TO FORM:

  
By: L. Stanton Lowry  
City Attorney for Keller

  
By: Allen Taylor  
City Attorney for Southlake

  
By: Matthew Boyle  
City Attorney for Colleyville



# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 4h

**Agenda Date** 9/15/2020

**Number** Resolution R-20-4535

**Type** Resolution

**Department** Police

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## **Title**

Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

## **Strategic Plan**

2.1 Provide responsive, efficient city services

5.4 Actively seek public/private partnerships

## **Explanation**

### ***Reading and Public Hearing***

On September 5, 2006, the cities of Keller, Southlake, and Colleyville entered into the attached Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the three cities. The Interlocal Agreement was renewed October 1, 2010. The city of Roanoke notified the cities of Keller, Southlake, and Colleyville of their desire to participate in the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services.

Approval of Amendment No. 1 will provide for the city of Roanoke to become a party to the the terms, conditions, and cost shares of the Interlocal Agreement on October 1, 2020. Keller and Roanoke City Councils have approved the amendment and Southlake will consider approval at their September 15, 2020 City Council Meeting.

## **Financial Impact**

The city of Roanoke will pay 15.56% of the total jail services, reducing the percentage paid by each of the participating cities. It is estimated the cost savings to Colleyville will be \$14,453.

## **Recommendation**

Approve

## **Attachments**

1. Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville
2. Interlocal Agreement for Combined Public Safety Dispatch and Jail Services



AMENDMENT NO. 1 OF  
INTERLOCAL AGREEMENT  
FOR COMBINED PUBLIC SAFETY DISPATCHING AND  
JAIL SERVICES FOR THE CITIES OF  
KELLER, SOUTHLAKE AND COLLEYVILLE

[To Add the City of Roanoke as a Contracting Party to Jail Services and Make Other Changes]

This Amendment of Interlocal ("AMENDMENT") is made and entered into by the CITY OF KELLER, TEXAS a Home Rule municipal corporation, ("KELLER"), the CITY OF SOUTHLAKE, TEXAS a Home Rule municipal corporation, ("SOUTHLAKE"), the CITY OF COLLEYVILLE, TEXAS a Home Rule Municipal Corporation, ("COLLEYVILLE"), and the CITY OF ROANOKE, TEXAS a Home Rule Municipal Corporation, ("ROANOKE") each acting by and through its duly appointed and authorized city managers adds the following to the INTERLOCAL AGREEMENT FOR COMBINED PUBLIC SAFETY DISPATCHING AND JAIL SERVICES FOR THE CITIES OF KELLER, SOUTHLAKE, and COLLEYVILLE ("AGREEMENT") that was entered into on October 1, 2010.

Pursuant to, and in accordance with the AGREEMENT, ROANOKE hereby acknowledges that ROANOKE has received and reviewed a complete copy of the AGREEMENT and agrees that upon execution of this AMENDMENT, ROANOKE shall become a party to the AGREEMENT for Jail Services and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the AGREEMENT for Jail Services as though an original party thereto.

ROANOKE Obligations. Roanoke agrees to perform the following:

- a. Pay the sums of ROANOKE's obligations to KELLER for Jail Services and Regional Holding Facility Magistrate.
- b. Arrange for the timely delivery of all the required paperwork to properly hold and arraign ROANOKE prisoners. ROANOKE Police Department will be responsible for the transportation of all ROANOKE prisoners to KELLER's jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a ROANOKE prisoner housed at the KELLER jail, a KELLER police officer shall provide security for up to two hours until a ROANOKE police officer can respond to the medical facility to assume custody.
- c. ROANOKE Police Department will be responsible for the transportation of ROANOKE prisoners in the KELLER jail to the Denton County Jail.

Payments for Services Performed.

- a. Upon the start date of this AMENDMENT to the AGREEMENT, ROANOKE's, SOUTHLAKE's, and COLLEYVILLE's payments for Jail Services will be adjusted for the fiscal year to a cost share of 15.56% for ROANOKE, 33.97% for SOUTHLAKE, and 16.54% for COLLEYVILLE.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF KELLER, TEXAS

\_\_\_\_\_  
By: P.H. McGrail  
Mayor

\_\_\_\_\_  
By: Mark Hafner  
City Manager

ATTEST:

\_\_\_\_\_  
By: Kelly Ballard  
City Secretary

CITY OF COLLEYVILLE, TEXAS

\_\_\_\_\_  
By: Richard Newton  
Mayor

\_\_\_\_\_  
By: Jerry Ducay  
City Manager

ATTEST:

\_\_\_\_\_  
By: Christine Loven  
City Secretary

CITY OF SOUTHLAKE, TEXAS

\_\_\_\_\_  
By: Laura Hill  
Mayor

\_\_\_\_\_  
By: Shana Yelverton  
City Manager

ATTEST:

\_\_\_\_\_  
By: Amy Shelley  
City Secretary

CITY OF ROANOKE, TEXAS

\_\_\_\_\_  
By: Scooter Gierisch  
Mayor

\_\_\_\_\_  
By: Scott Campbell  
City Manager

ATTEST:

\_\_\_\_\_  
By: April Hill  
City Secretary



**INTERLOCAL AGREEMENT  
FOR COMBINED PUBLIC SAFETY DISPATCHING AND  
JAIL SERVICES FOR THE CITIES OF KELLER, SOUTHLAKE AND COLLEYVILLE**

**THE STATE OF TEXAS        )(**

**COUNTY OF TARRANT       )(**

THIS ("AGREEMENT"), is made and entered into by the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), the CITY OF SOUTHLAKE, TEXAS a Home Rule municipal corporation, ("SOUTHLAKE"), and the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE") each acting by and through its duly appointed and authorized city managers:

**W I T N E S S E T H :**

WHEREAS, KELLER AND SOUTHLAKE entered into an Interlocal Agreement to combine public safety dispatching ("Dispatching") and jail services ("Jail Services") back on September 5<sup>th</sup>, 2006, for an initial period of ten (10) years with an option for two successive five (5) year terms; and

WHEREAS, KELLER AND SOUTHLAKE have been operating continuously under the Interlocal Agreement; and

WHEREAS, COLLEYVILLE is desirous of joining the agreement by combining public safety dispatching ("Dispatching") and jail services ("Jail Services") with KELLER and SOUTHLAKE to provide their residents and businesses with a more effective and efficient delivery of these key public safety services; and

WHEREAS, KELLER has the facilities available to perform the Dispatching and Jail Services for the three cities; and

WHEREAS, KELLER, SOUTHLAKE, and COLLEYVILLE desire to enter into this Agreement to combine Dispatching and Jail Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, this Agreement amends and replaces the Interlocal Agreement upon the effective date of this Agreement; and

WHEREAS, all payments for Dispatching and Jail Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, KELLER, SOUTHLAKE and COLLEYVILLE have concluded that this Agreement fairly compensates the performing party for the Dispatching and Jail Services being provided hereunder; and

WHEREAS, KELLER, SOUTHLAKE and COLLEYVILLE believe that this Agreement is in the best interests of KELLER, SOUTHLAKE and COLLEYVILLE; and

WHEREAS, this Agreement is approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KELLER, SOUTHLAKE AND COLLEYVILLE HEREBY AGREE TO THE FOLLOWING:**

- Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of six (6) years commencing on October 1, 2010, and ending September 30, 2016, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)
- Section 3. **Scope of Services to be provided by KELLER.** KELLER hereby agrees to provide SOUTHLAKE and COLLEYVILLE the following equipment, services, personnel, and facilities:
- a. Commencing October 1, 2010, KELLER will provide Jail Services at the KELLER Police Department. The KELLER Municipal Judge will work with the SOUTHLAKE and COLLEYVILLE Municipal Judges in establishing a mutually agreeable daily arraignment protocol of SOUTHLAKE and COLLEYVILLE prisoners. KELLER will provide the necessary detention officers and other employees to properly supervise and operate KELLER'S jail facility. SOUTHLAKE and COLLEYVILLE prisoners shall be released in accordance with specific written procedures agreed upon by KELLER, SOUTHLAKE and COLLEYVILLE. Jail Services shall include at a minimum the following:
1. accepting full responsibility for the custodial care of all persons taken into custody by SOUTHLAKE and COLLEYVILLE and delivered to the KELLER Police Department jail facility;
  2. providing necessary all booking services when accepting prisoners to the facility;
  3. providing SOUTHLAKE and COLLEYVILLE with full access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by KELLER;
  4. making available all prisoners whose presence is requested or ordered by a court of competent jurisdiction;



5. releasing prisoners for investigative purposes outside the jail facility when such requests are authorized by a duly authorized SOUTHLAKE and COLLEYVILLE official;
  6. maintaining a log and other applicable records of these and all other significant events related to SOUTHLAKE and COLLEYVILLE prisoners.
  7. maintaining a service level that complies with all applicable standards for the jail function as required presently and in the future by the Commission on Accreditation for Law Enforcement Agencies, Inc., by maintaining accreditation status throughout the period of this agreement.
- b. On October 1, 2010, KELLER, SOUTHLAKE and COLLEYVILLE will merge Public Safety Dispatching Services for police, fire and emergency medical service ("EMS") services for KELLER, SOUTHLAKE AND COLLEYVILLE, at the KELLER Police Department, and KELLER shall provide all such Dispatching Services for SOUTHLAKE and COLLEYVILLE. The Dispatching personnel will be KELLER employees and will be under the supervision and control of the KELLER Chief of Police or his authorized designee. For identification purposes the KELLER Police Department Dispatch Center will be identified as the Keller/Southlake/Colleyville Emergency Communications Center. KELLER shall at all times maintain sufficient staff to perform the Dispatching Services it provides under this agreement. Dispatching Services shall mean all public communication functions necessary for the provision by SOUTHLAKE and COLLEYVILLE of police, fire, and emergency medical services to SOUTHLAKE's and COLLEYVILLE'S citizens, and shall include at a minimum the following:
1. answering all SOUTHLAKE and COLLEYVILLE emergency 9-1-1 calls within ten seconds or less;
  2. dispatches emergency calls for Fire/EMS service in one minute or less 90% of the time;
  3. dispatching emergency calls for Police Service in one and a half minutes or less 90% of the time;
  4. providing a dedicated person assigned as a Fire Dispatcher;
  5. answering any citizen requests for service placed to the designated non-emergency number;
  6. dispatching police patrol units, fire apparatus, or EMS as appropriate in response to 9-1-1 or other calls, or at SOUTHLAKE's and COLLEYVILLE's direction;
  7. maintaining radio or other remote communications with SOUTHLAKE's and COLLEYVILLE's police, fire, or EMS units as necessary to facilitate provision of services;
  8. maintaining documentary records according to industry standard of all dispatching activity.
  9. maintaining a service level that complies with all applicable standards for the communications function as required presently and in the future by the Commission on Accreditation for Law Enforcement Agencies, Inc., by maintaining accreditation status throughout the period of this agreement.

- c. KELLER shall make a conditional offer of employment to not less than four (4) public safety dispatchers currently employed by the Colleyville Police Department on or before September 1, 2010, for employment with KELLER to become effective on the merger date of October 1, 2010, contingent upon the COLLEYVILLE dispatch employees passing a KELLER pre-employment drug screen. One position will be for the new Detention Officer position, and one newly created dispatcher position due to the merger. The other two dispatcher positions are current vacancies. KELLER shall place the COLLEYVILLE dispatchers on the KELLER dispatch pay scale at the amount closest to their current hourly base rate at COLLEYVILLE. The dispatcher who elected to be a jailer will be placed on the appropriate step of the Detention Officer pay scale closest to his current pay at COLLEYVILLE. Upon employment by KELLER, COLLEYVILLE Public Safety dispatchers will receive the same employment benefits provided to KELLER employees at a comparable pay scale. An annual \$4,000 regional dispatcher stipend will be paid on a bi-weekly interval in addition to the KELLER dispatcher pay scale to all of the employees assigned to the communications center. This will insure an initial pay increase for all Colleyville dispatchers who accept a position in KELLER. The COLLEYVILLE dispatcher electing the position as the Detention Officer will receive an annual \$2,500 regional stipend paid bi-weekly in addition to the pay step on the KELLER Detention Officer pay scale. All of the Detention Officers will receive the regional stipend as long as this Agreement is in force.
- d. KELLER shall provide SOUTHLAKE and COLLEYVILLE monthly service reports detailing prisoner counts and dispatching performance measures including the number of calls for service, response times, number of 911 emergency calls dispatched, and any other statistical reports requested by SOUTHLAKE and COLLEYVILLE capable of being provided by the CRIMES records management program.
- e. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail Services and Dispatching to SOUTHLAKE and COLLEYVILLE, including providing all employee policies and procedures and the administration thereof shall be provided by KELLER.
- f. KELLER shall provide access to SOUTHLAKE'S and COLLEYVILLE'S warrant information retained at the communications center to the SOUTHLAKE Department of Public Safety, SOUTHLAKE Municipal Court, COLLEYVILLE Police Department, COLLEYVILLE Municipal Court, and all other law enforcement agencies.
- g. KELLER will form a standing committee consisting of three (3) SOUTHLAKE Department of Public Safety employees selected by the Director of the SOUTHLAKE Department of Public Safety, three (3) KELLER employees selected by the KELLER Chief of Police, and three (3) COLLEYVILLE

employees to address operational and policy decisions that will arise from operating the public safety dispatch center and Jail. Supervisors from SOUTHLAKE and COLLEYVILLE will be invited to attend all staff meetings called by the Dispatch Manager or Jail Supervisors.

- h. KELLER agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

**Section 4. SOUTHLAKE Obligations.** SOUTHLAKE agrees to perform the following:

- a. Pay the sum of One Hundred and Twenty-Four Thousand, One Hundred and Twenty- Four Dollars (\$124,121.00) to KELLER for Jail Services for the Fiscal Year 2010/11 beginning on October 1, 2010 and ending on September 30, 2011. The amount of charges to be established based on the adopted Fiscal Year 2010/11 KELLER Police Department Operating budget to operate the KELLER jail. This payment represents a 28% cost share of all Jail Services by SOUTHLAKE based on the previous calendar year prisoner count of SOUTHLAKE arrests (See payment schedule, Section 6.)
- b. Pay the sum of Seven Hundred and Twenty-Two Thousand, Forty-Eight Dollars (\$722,048.00) to KELLER for their share of expenses to operate the public safety dispatching center; representing a 42% cost share calculated by using KELLER'S Fiscal Year 2010/11 Budgeted Expenses. (See payment schedule, Section 6.)
- c. Pay the sum of Fifty Thousand, Dollars (\$50,000.00) for General and Administrative Charges based on KELLER'S operating budget for Fiscal Year 2010/11. (Payment percentages described in Exhibit "A" shall remain the same for the duration of this agreement.)
- d. SOUTHLAKE will continue as a member of the Northeast Tarrant County Radio Consortium and pay the required member fees, including the radio maintenance fees for radio control stations within SOUTHLAKE and all mobile and hand-held radios assigned to the employees of SOUTHLAKE. The fees for the maintenance agreement for the radio equipment within the public safety dispatch center will be the responsibility of KELLER and will be part of the annual budget operating costs subject to cost sharing agreement for dispatching services as stated in Exhibit "A".
- e. Agree to utilize the CRIMES Records Management System to be compatible with the CRIMES Computer Aided Dispatch System that will be used by the public safety dispatching center. SOUTHLAKE will be responsible for the purchase and maintenance of all computer workstations at SOUTHLAKE facilities and their own police and fire vehicles or other Public Safety Emergency equipment. SOUTHLAKE will maintain their own Public Safety records unit at a Southlake facility and be responsible for all law enforcement and fire reporting requirements to State and Federal agencies. SOUTHLAKE will also be responsible for SOUTHLAKE'S record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail or public safety dispatching incident.

- f. Arrange for the timely delivery of all the required paperwork to properly hold and arraign SOUTHLAKE prisoners. SOUTHLAKE Department of Public Safety will be responsible for the transportation of all SOUTHLAKE prisoners to KELLER'S jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a SOUTHLAKE prisoner housed at the KELLER jail, a KELLER police officer shall provide security for up to two hours until a SOUTHLAKE police officer can respond to the medical facility to assume custody.

Section 5. **COLLEYVILLE Obligations.** COLLEYVILLE agrees to perform the following:

- a. Pay the sum of Ninety-Nine Thousand, Two Hundred and Ninety-Seven Dollars (\$99,297) to KELLER for Jail Services for the Fiscal Year 2010/11 beginning on October 1, 2010 and ending on September 30, 2011. The amount of charges to be established based on the adopted Fiscal Year 2010/11 KELLER Police Department Operating budget to operate the KELLER jail. This payment represents a 24% cost share of all Jail Services by COLLEYVILLE based on the previous calendar year prisoner count supplied by COLLEYVILLE. (See payment schedule, Section 6.)
- b. Pay the sum of Two Hundred and Seventy-Five Thousand, Sixty-Six Dollars (\$275,066) to KELLER for their share of expenses to operate the public safety dispatching center; representing a 16% cost share calculated by using KELLER'S Fiscal Year 2010/11 Budgeted Expenses. (See payment schedule, Section 6.)
- c. Pay the sum of Thirty-Eight Thousand Dollars (\$38,000.00) for General and Administrative Charges based on KELLER'S operating budget for Fiscal Year 2010/11. (Payment percentages described in Exhibit "A" shall remain the same for the duration of this agreement.)
- d. Pay a one-time equipment and configuration cost of approximately Thirty Thousand Dollars (\$30,000.00) to KELLER to prepare the public safety dispatch center to accommodate the merger of services. KELLER will provide the necessary documentation to COLLEYVILLE for reimbursement. Exhibit "B" is an estimate for the costs known at this time. KELLER will retain the title to all the equipment in the public safety dispatch center and is responsible to properly maintain and insure the equipment.
- e. COLLEYVILLE will continue as a member of the Northeast Tarrant County Radio Consortium and pay the required member fees, including the radio maintenance fees for radio control stations within COLLEYVILLE and all mobile and hand-held radios assigned to the employees of COLLEYVILLE. The fees for the maintenance agreement for the radio equipment within the public safety dispatch center will be the responsibility of KELLER and will be part of the annual budget operating costs, subject to the cost sharing agreement for dispatching services as stated in Exhibit "A".



- f. Agree to utilize the CRIMES Records Management System to be compatible with the CRIMES Computer Aided Dispatch System that will be used by the public safety dispatching center. COLLEYVILLE will be responsible for the purchase and maintenance of all computer workstations at COLLEYVILLE facilities and their own police and fire vehicles or other Public Safety Emergency equipment. COLLEYVILLE will maintain their own Public Safety records unit at a COLLEYVILLE facility and be responsible for all law enforcement and fire reporting requirements to State and Federal agencies. COLLEYVILLE will also be responsible for COLLEYVILLE'S record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail or public safety dispatching incident.
- g. Arrange for the timely delivery of all the required paperwork to properly hold and arraign COLLEYVILLE prisoners. COLLEYVILLE Police Department will be responsible for the transportation of all COLLEYVILLE prisoners to KELLER'S jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a COLLEYVILLE prisoner housed at the KELLER jail, a KELLER police officer shall provide security for up to two hours until a COLLEYVILLE police officer can respond to the medical facility to assume custody.

**Section 6. Payments for Services Performed.** All payments for Jail Services and Dispatching Services except for the one time configuration and equipment payment period outlined in Section 5.d., hereto shall be paid by SOUTHLAKE and COLLEYVILLE to KELLER in four (4) equal installments due on the 1<sup>st</sup> day of each calendar quarter beginning October 1, 2010 in advance of the services performed by KELLER for SOUTHLAKE and COLLEYVILLE for each subsequent calendar quarter of KELLER'S fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment amount for Jail Services shall be in accordance with KELLER'S Fiscal Year Police Department Operating budgeted amount for the jail adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, multiplied by the cost share amount to be determined by the prisoner count from the previous calendar year.

Each annual payment for the operation of the public safety dispatching center shall be in accordance with KELLER'S Fiscal Year Police Department Operating budgeted amount for the communications center adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, multiplied by the cost share factor. For the first three years of this agreement the cost share factor will be fixed at 42% for SOUTHLAKE and 16% for COLLEYVILLE. The workload factors in the communications center include the number of 9-1-1 calls answered for each respective city, the number of police, fire, and EMS calls dispatched and initiated for each respective city for the three years will be averaged and the cost share formula may then be adjusted up or down for SOUTHLAKE and COLLEYVILLE for the fourth year of the agreement. Subsequent adjustments during this agreement will be done once every three years using an average from the preceding three years of data.

Each annual payments for the General and Administrative Charge shall be based on the fixed percentages described in Exhibit "A", adjusted annually, based on KELLER'S respective departmental budget anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.

KELLER shall notify SOUTHLAKE and COLLEYVILLE of the anticipated costs of the Jail Services and Dispatching Services and general and administrative charges by May 30 of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the KELLER City Council adopts the KELLER annual budget, but shall not exceed the estimate by more than 5%. The annual cost increase for SOUTHLAKE and COLLEYVILLE for the Jail Services and Dispatching and general and administrative costs shall not exceed the percentage increase of the KELLER Police Department's annual operating budget.

In the event the SOUTHLAKE and COLLEYVILLE City Councils fail or refuse to approve the annual payment amount set forth in this section by September 25, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled, effective at the end of the then current fiscal year of KELLER.

**Section 7. Cancellation.**

- a. SOUTHLAKE and or COLLEYVILLE shall have the right to terminate, based on the provisions of this Agreement, if KELLER breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from SOUTHLAKE and or COLLEYVILLE. If the Agreement is terminated under this paragraph, KELLER shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to SOUTHLAKE and or COLLEYVILLE.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice to KELLER at least twenty-four (24) months prior to the subsequent Fiscal Year, October 1. All payments by SOUTHLAKE and or COLLEYVILLE to KELLER shall continue until the cancellation date or as mutually agreed to by both parties. Should either SOUTHLAKE or COLLEYVILLE choose to cancel this agreement the remaining city can choose to continue the agreement with KELLER with new cost sharing formulas developed at that time and mutually agreed upon.

**Section 8. Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

**KELLER**

**Dan O'Leary, City Manager  
City of Keller  
P.O. Box 770  
Keller, TX 76244**

**SOUTHLAKE**

**Shana Yelverton, City Manager  
City of Southlake  
1400 Main Street  
Southlake, TX 76092**

## **COLLEYVILLE**

**Jennifer Fadden, City Manager**  
**City of Colleyville**  
**100 Main Street**  
**Colleyville, TX. 76034**

**Section 9. Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all questions arising under this Agreement shall first be handled and attempted to be resolved between the City Managers of KELLER, SOUTHLAKE and COLLEYVILLE.

All issues regarding the performance of Dispatching, or Jail Services shall be brought directly to the attention of the KELLER Chief of Police or his authorized designee. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty dispatch supervisor.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

**Section 10. Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 9.

**Section 11.** All parties mutually agree that KELLER is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KELLER in no way are to be considered employees of SOUTHLAKE or COLLEYVILLE. The employment rights of KELLER personnel assigned under this agreement will not be abridged.

**Section 12.** To the extent allowed by law, KELLER hereby agrees to indemnify and otherwise hold harmless SOUTHLAKE and COLLEYVILLE, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to KELLER'S performance of jail services under this agreement including any intentional or negligent acts or omissions of KELLER'S officials, officers, agents or employees relating to or arising out of the performance of the jail services.

KELLER, SOUTHLAKE AND COLLEYVILLE each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the communications center, or in the performance or use of dispatching services under this agreement, and each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or

negligent acts or omissions of that party, its officers, agents or employees, in the operation of the communications center, or in the performance or use of dispatching services under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, KELLER SOUTHLAKE and COLLEYVILLE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

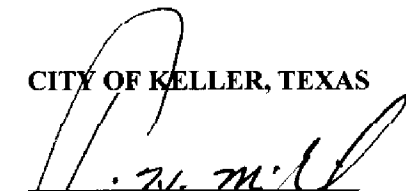
Section 13. In the event that the jail and or communications center located at the KELLER Police Facility is damaged due to a natural or a man made disaster and is unusable, KELLER will have a contingency plan to continue to provide the services under this Agreement at another facility within Northeast Tarrant County.

Section 14. Annually, at the time the cost for Jail Services and Dispatching Services are recalculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE.

Section 15. This Agreement has been approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE at a duly called and posted meeting.

**IN WITNESS WHEREOF**, we have hereunto set our hands this the 3rd day of August, 2010, in duplicate originals.

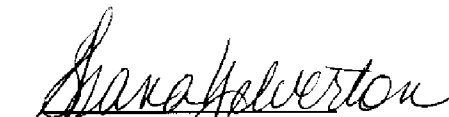
**CITY OF KELLER, TEXAS**

  
By: **P.H. McGrail**  
Mayor

  
By: **Dan O'Leary**  
City Manager

**CITY OF SOUTHLAKE, TEXAS**

  
By: **John Terrell**  
Mayor

  
By: **Shana Yelverton**  
City Manager



ATTEST:

  
By: Sheila Stephens  
City Secretary



  
By: ~~Lori Farwell~~ Lori Payne  
City Secretary

CITY OF COLLEYVILLE, TEXAS

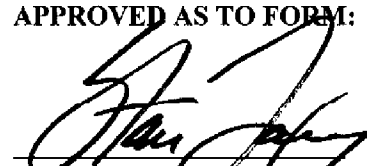
  
By: David Kelly  
Mayor

  
By: Jennifer Fadden  
City Manager

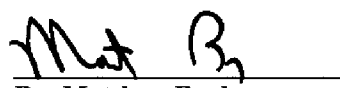
ATTEST:

  
By: Cynthia Singleton  
City Secretary

APPROVED AS TO FORM:

  
By: L. Stanton Lowry  
City Attorney for Keller

  
By: Allen Taylor  
City Attorney for Southlake

  
By: Matthew Boyle  
City Attorney for Colleyville

**FISCAL YEAR 2010/11  
COMBINED DISPATCH AND JAIL BUDGETS  
And GENERAL AND ADMINISTRATIVE CHARGES  
FOR SERVICES TO THE CITIES OF SOUTHLAKE AND COLLEYVILLE.**

**OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE  
EMERGENCY COMMUNICATIONS CENTER FISCAL YEAR 2010/2011**

\$1,719,163

Includes twenty (21) full-time employee equivalents (FTEs), 19 public safety dispatchers, 1 communications supervisor, 1 communications center manager; operations, records keeping, building capital and maintenance costs.

|                                                    |            |
|----------------------------------------------------|------------|
| Southlake Annual Service Level at 42% cost share   | \$ 722,048 |
| Colleyville Annual Service Level at 16% cost share | \$ 275,066 |

**OPERATING BUDGET FOR JAIL SERVICES FISCAL YEAR 2010/11.**

Includes six (6) full-time employee equivalents, detention officers; operations, capital , and maintenance costs.

\$ 413,736

|                                                     |            |
|-----------------------------------------------------|------------|
| Southlake Annual Service Level at 28% cost share.   | \$ 124,121 |
| Colleyville Annual Service Level at 24% cost share. | \$ 99,297  |

**GENERAL AND ADMINISTRATIVE CHARGES (1)**

Includes services of Police Administration,  
Human Resources, Information Services.

|             |           |
|-------------|-----------|
| Southlake   | \$ 50,000 |
| Colleyville | \$ 38,000 |

**TOTAL ANNUAL COST FOR FISCAL YEAR 2010/11**

|                    |                   |
|--------------------|-------------------|
| <b>Southlake</b>   | <b>\$ 896,169</b> |
| <b>Colleyville</b> | <b>\$ 412,363</b> |

(1) PERCENT (%) OF RESPECTIVE ANNUAL  
OPERATING BUDGET USED:

|                       | Southlake | Colleyville |
|-----------------------|-----------|-------------|
| Police Administration | 4.5%      | 2.5%        |
| Human Resources       | 4%        | 2%          |
| Information Services  | 2.6%      | 2.5%        |

**EXHIBIT A**

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**ESTIMATED EQUIPMENT AND CONFIGURATION COSTS TO BE PAID BY  
COLLEYVILLE  
TO PREPARE THE EMERGENCY COMMUNICATIONS CENTER**

|                                                  |                |
|--------------------------------------------------|----------------|
| • Computer                                       | \$2,000        |
| • Dispatch Furniture                             | \$2,000        |
| • Additional Phone/radio recording licensing fee | \$ 850         |
| • Dispatch Wireless Headset                      | \$1,100        |
| • Gold-Elite Radio Console                       | \$15,900       |
| • Motorola Installation Cost                     | <u>\$8,840</u> |
| • Estimate Total                                 | \$30,690       |

**EXHIBIT B**



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** 5a

**Agenda Date** 9/15/2020

**Number**

**Type** Presentation

**Department** Finance

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## **Title**

Monthly Financial Report - August 2020

## **Strategic Plan**

2.4 Demonstrate stewardship of public resources

## **Explanation**

### **General Fund**

Through August, the General Fund has collected 97% of its budgeted revenue (net of CARES funding) and spent 86% of its budgeted costs. While sales and property taxes have had a strong year, permits and recreation fees still lag behind 2019. Regardless, the General Fund continues to post a higher surplus than anticipated. The chart below does include the \$1.4 million received from the CARES Act, which has been used to offset salary and benefit costs for public safety employees. If we factor that out, our surplus falls to \$2.8 million, about \$300,000 more than expected.

### *Ad Valorem tax revenue.*

Historically, the majority of the City's property taxes hit our accounts from December through March, although the bulk hits in December and January. As of this month, we've collected \$15.15 million, which is all of our budgeted revenue for this stream. This figure represents a 2.1% increase over FY19. Any increases in property tax revenue over FY19 are solely due properties that have been newly developed or substantially redeveloped, and therefore were previously untaxed or taxed at a much lower value in FY19.

### *Sales tax revenue.*

Due to a favorable audit collection Colleyville received in September of last year, our current month's sales tax collections went down by 0.6% from last September. Netting the audit collection out shows that the City would have increased by 3.6%. On the year, Colleyville is still well in positive territory by 7.5% over FY19 and 8.8% over the FY20 budget. The dollar increase over last year is still well above \$500,000. Year-end estimates put the City's total increase at 7-8%.



**Utility Fund**

Through the eleventh month of the fiscal year, the Utility Fund has collected 82% of its budgeted revenue and spent 73% of its budgeted expenditures. Our surplus of \$1.5 million is stronger than we saw last August, and it includes the true-up from the Trinity River Authority (TRA) of \$430,000. While spending has increased by over \$1.5 million from last year, the lion's share of this reflects higher passed-through costs from the Trinity River Authority. Netting out the pass-through cost of water/sewer services from the TRA which the City does not control, spending for the City's direct costs still track under budget by almost \$250,000.

**Drainage Fund**

To date, the Drainage Fee Fund has received \$951,380, or 97%, of its budgeted revenues and spent \$590,382, or 74%, of its budgeted expenses.

**Financial Impact**

There is no financial impact for this item.

**Recommendation**

None

**Attachments**

1. August 2020 - Monthly Financial Report Presentation
2. August 2020 MFR



# Agenda Item - Items not for council action

## **Monthly Financial Report August 2020**

City Council Meeting  
September 15, 2020

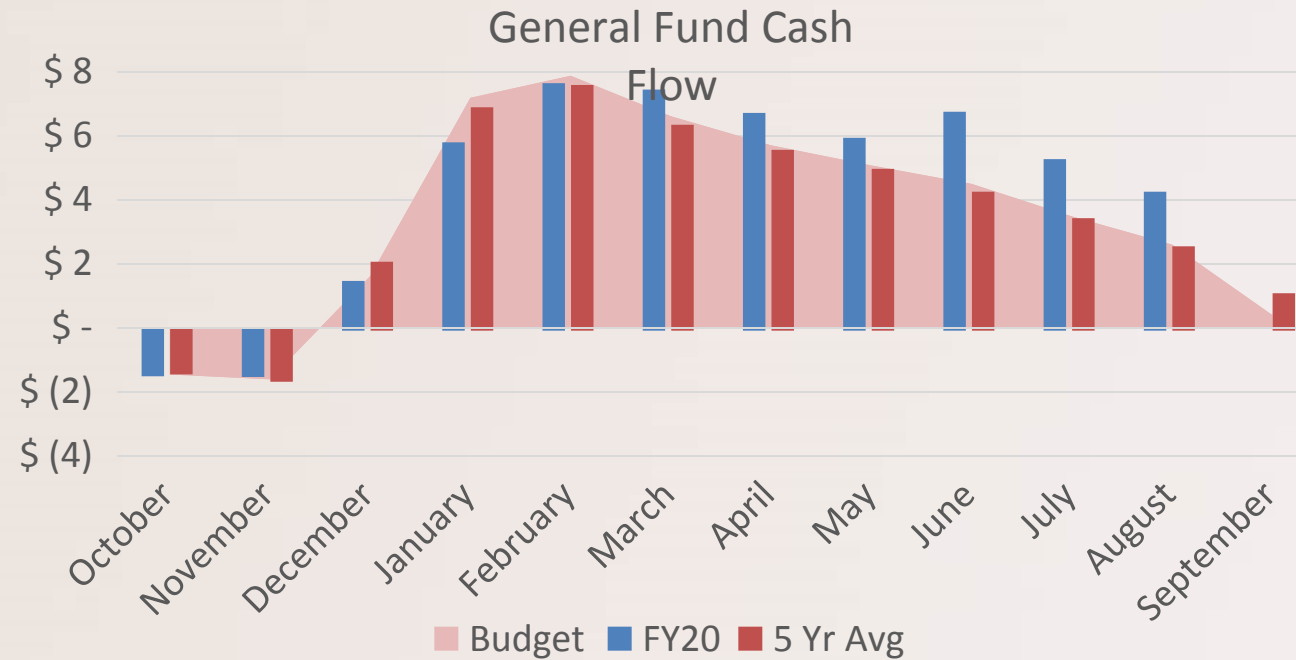
# General Fund



## General Fund

|              | FY20 Budget |            | FY20 YTD |            | % of Budget | FY19 YTD |            | FY19 % of Budget |
|--------------|-------------|------------|----------|------------|-------------|----------|------------|------------------|
| Revenues     | \$          | 24,589,177 | \$       | 25,129,278 | 102%        | \$       | 23,730,411 | 98%              |
| Expenditures | \$          | 24,182,805 | \$       | 20,870,081 | 86%         | \$       | 20,237,800 | 84%              |
|              | \$          | 406,372    | \$       | 4,259,197  |             | \$       | 3,492,612  |                  |

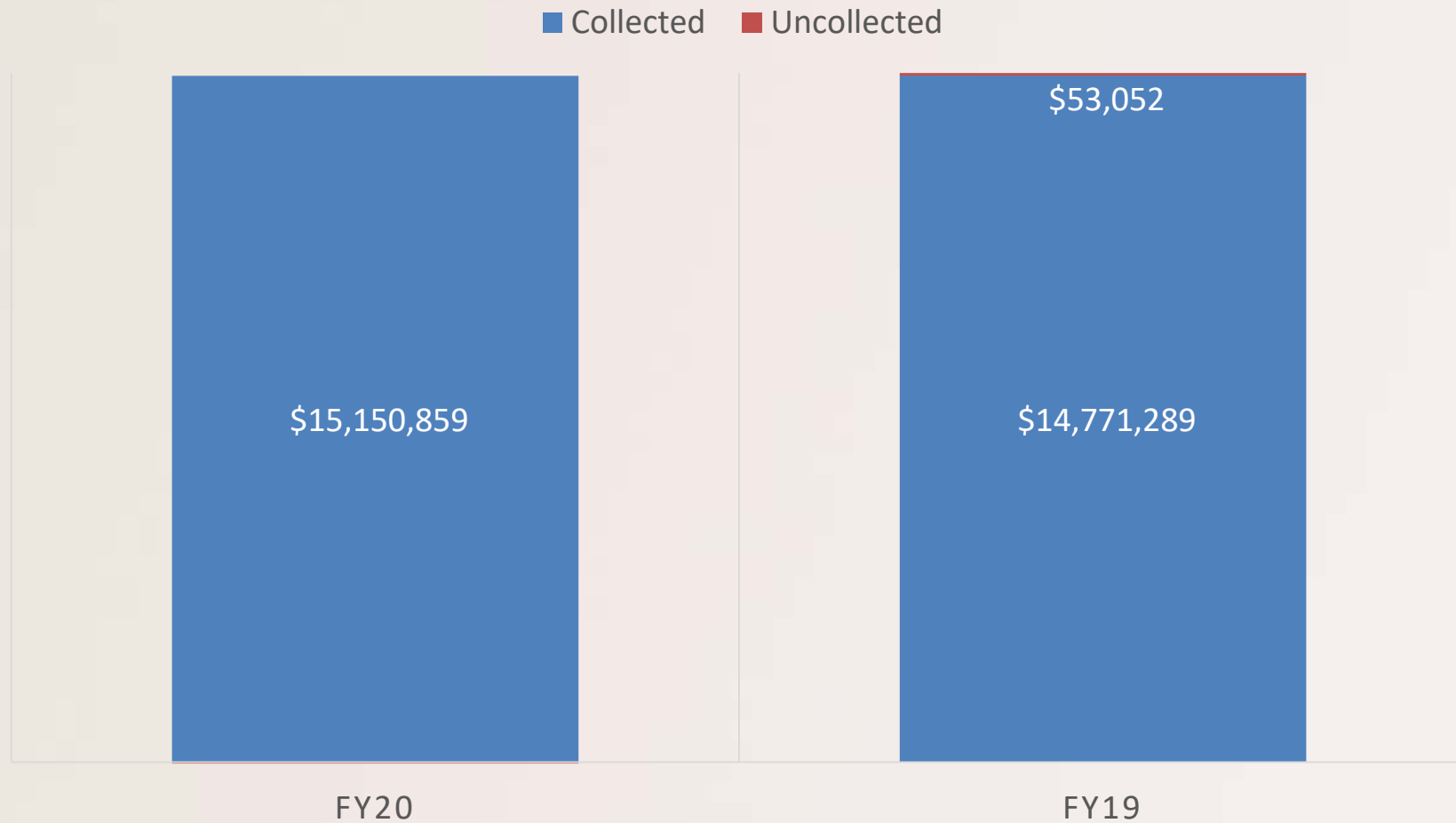
\*92% of the year is completed



# Property Tax Highlight



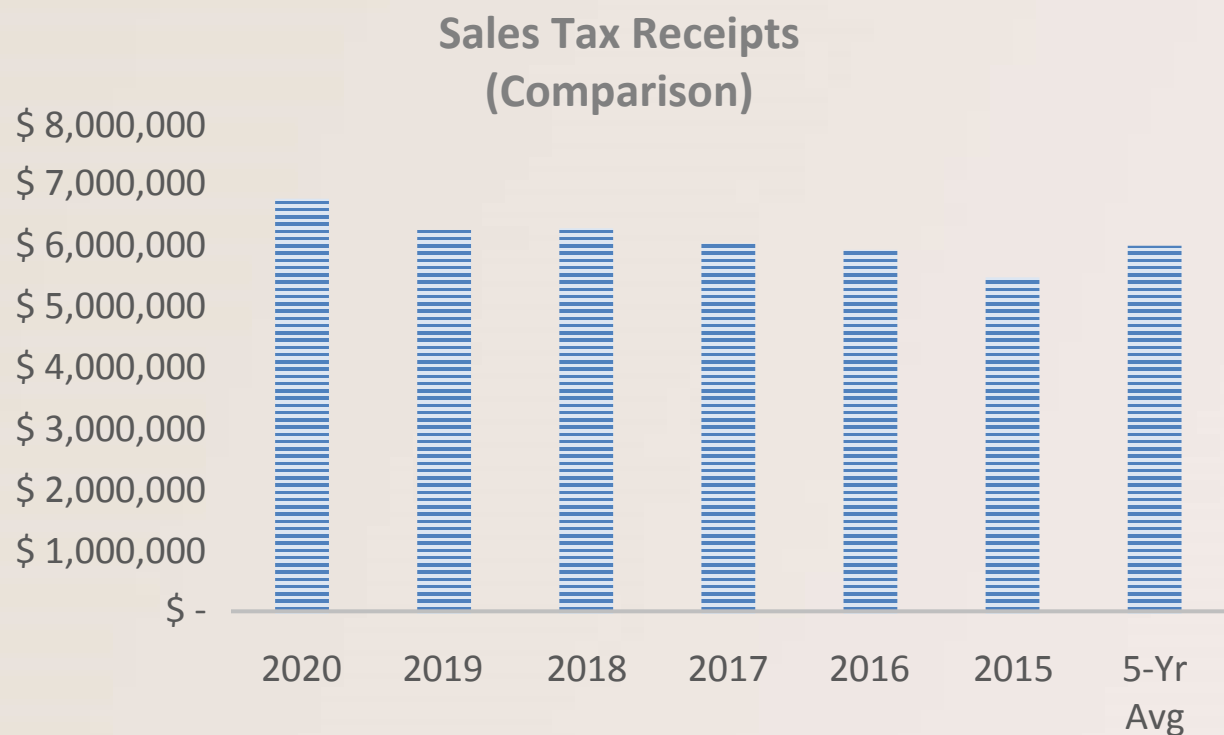
All tax levy collected as of 8/31



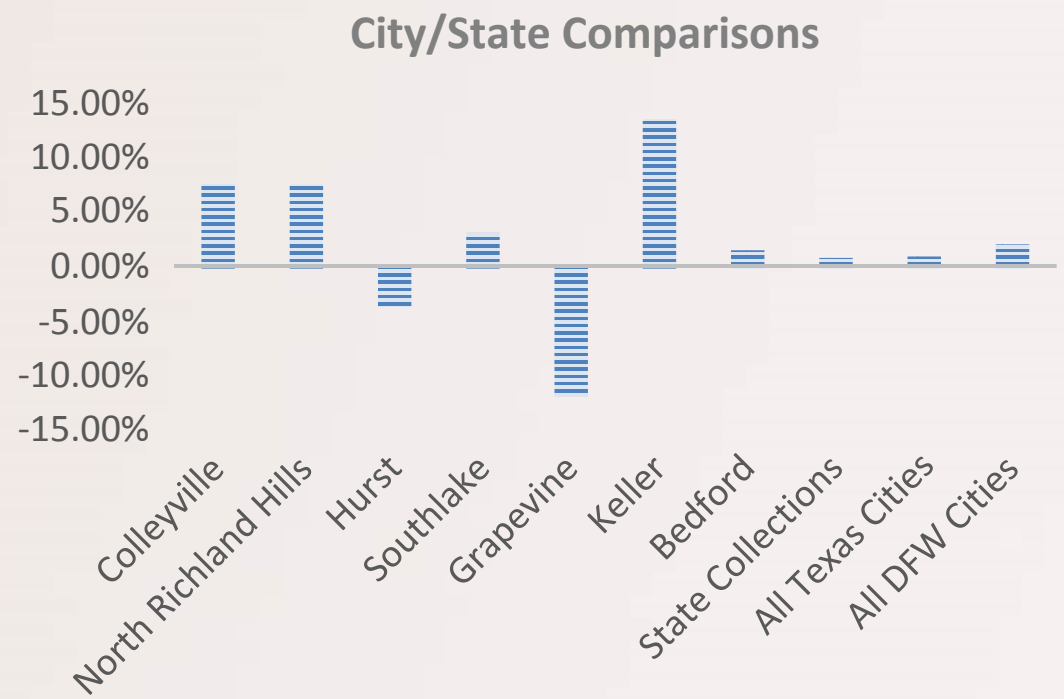
# Sales Tax Highlight



FY20 YTD Receipts compared to Previous Years



City/State Comparisons



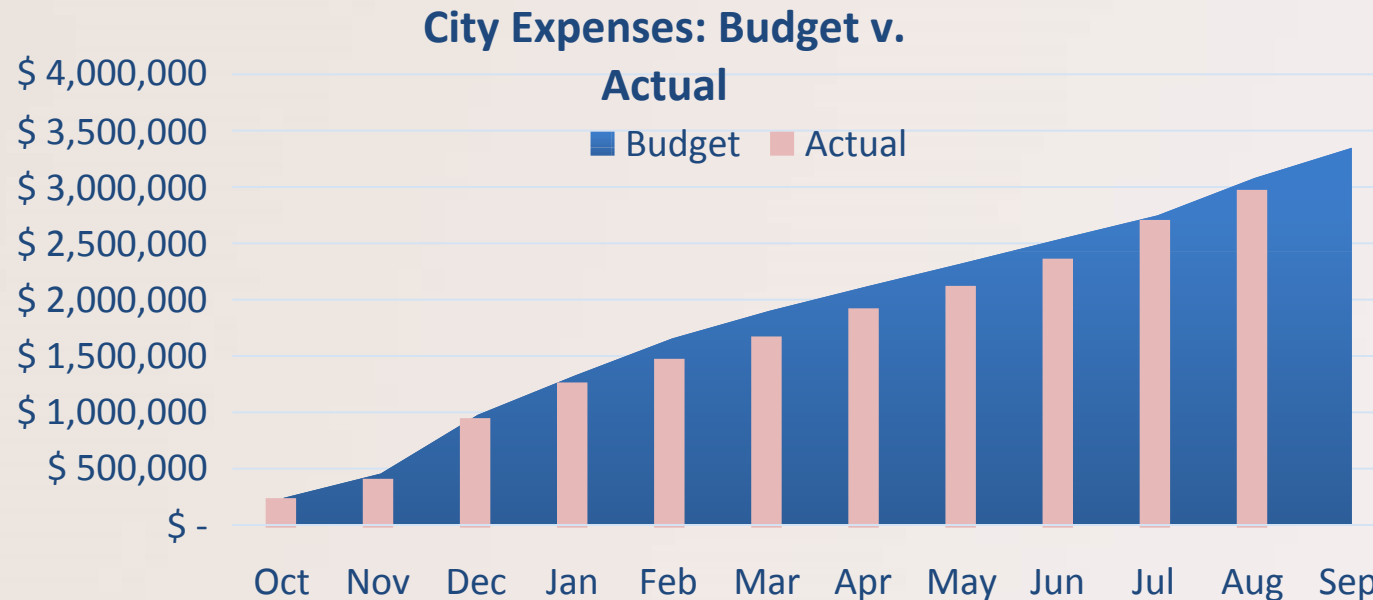


# Utility Fund



| Utility Fund |               |               |             |               |                  |
|--------------|---------------|---------------|-------------|---------------|------------------|
|              | FY20 Budget   | FY20 YTD      | % of Budget | FY19 YTD      | FY19 % of Budget |
| Revenues     | \$ 17,555,789 | \$ 14,405,561 | 82%         | \$ 12,482,385 | 76%              |
| Expenditures | \$ 17,555,789 | \$ 12,865,879 | 73%         | \$ 11,280,468 | 69%              |
|              | \$ -          | \$ 1,539,682  |             | \$ 1,201,916  |                  |

\*92% of the year is completed

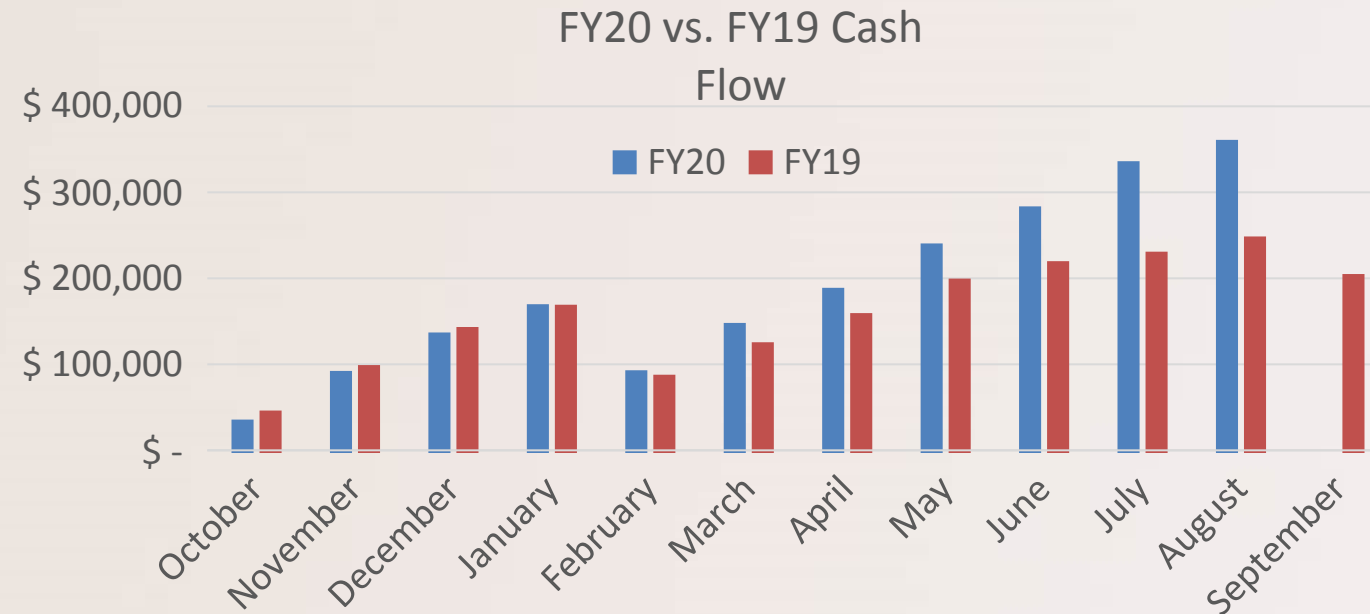


# Drainage Fund



| Drainage Fund |             |            |             |            |                  |
|---------------|-------------|------------|-------------|------------|------------------|
|               | FY20 Budget | FY20 YTD   | % of Budget | FY19 YTD   | FY19 % of Budget |
| Revenues      | \$ 978,508  | \$ 951,380 | 97%         | \$ 947,814 | 97%              |
| Expenditures  | \$ 795,844  | \$ 590,382 | 74%         | \$ 699,133 | 91%              |
|               | \$ 182,664  | \$ 360,998 |             | \$ 248,681 |                  |

\*92% of the year is completed



# Debt Service Fund



| Debt Service Fund |             |           |              |             |              |                  |
|-------------------|-------------|-----------|--------------|-------------|--------------|------------------|
|                   | FY20 Budget |           | FY20 YTD     | % of Budget | FY19 YTD     | FY19 % of Budget |
| Revenues          | \$          | 1,356,398 | \$ 1,515,092 | 112%        | \$ 2,002,331 | 108%             |
| Expenditures      | \$          | 1,406,398 | \$ 1,236,398 | 88%         | \$ 1,859,501 | 100%             |
|                   | \$          | (50,000)  | \$ 278,694   |             | \$ 142,830   |                  |

\*92% of the year is completed



# Monthly Financial Report - August 2020

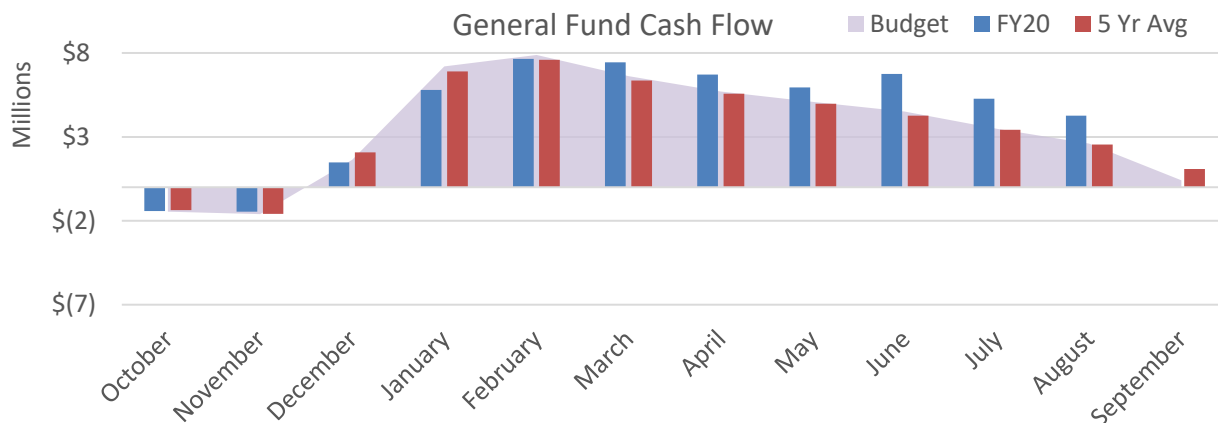
% of year Completed 92%

## General Fund

% of Budget Spent 86%

|              | FY20 Budget   | FY20 YTD      | % of Budget | FY19 YTD      | FY19 % of Budget |
|--------------|---------------|---------------|-------------|---------------|------------------|
| Revenues     | \$ 24,589,177 | \$ 25,129,278 | 102%        | \$ 23,730,411 | 98%              |
| Expenditures | \$ 24,182,805 | \$ 20,870,081 | 86%         | \$ 20,237,800 | 84%              |
|              | \$ 406,372    | \$ 4,259,197  |             | \$ 3,492,612  |                  |

Through August, the General Fund has collected 97% of its budgeted revenue (net of CARES funding) and spent 86% of its budgeted costs. While sales and property taxes have had a strong year, permits and recreation fees still lag behind 2019. Regardless, the General Fund continues to post a higher surplus than anticipated. The chart below does include the \$1.4 million received from the CARES Act, which has been used to offset salary and benefit costs for public safety employees. If we factor that out, our surplus falls to \$2.8 million, about \$300,000 more than expected. For the predicted cash flow trajectory, please see the graph below.



## General Fund Highlights

### Revenue (FY20/FY19)

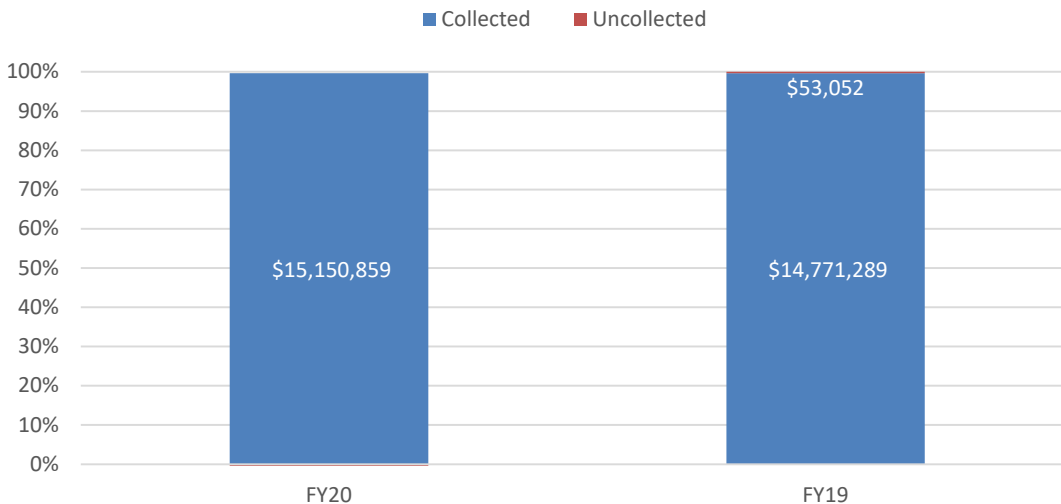
|              |          |               |            |                  |                   |
|--------------|----------|---------------|------------|------------------|-------------------|
| Property Tax | + \$380k | Sales Tax     | + \$235k   | Franchise Tax    | -\$207k           |
| Licenses     | -\$211k  | Other Revenue | + \$1,203k | <b>Total Rev</b> | <b>+ \$1,399k</b> |

### Expenditures (FY20/FY19)

|           |          |             |          |                  |                 |
|-----------|----------|-------------|----------|------------------|-----------------|
| Personnel | + \$674k | Contractual | + \$484k | Supplies         | -\$503k         |
| Capital   | -\$24k   | Transfers   | \$00k    | <b>Total Exp</b> | <b>+ \$632k</b> |

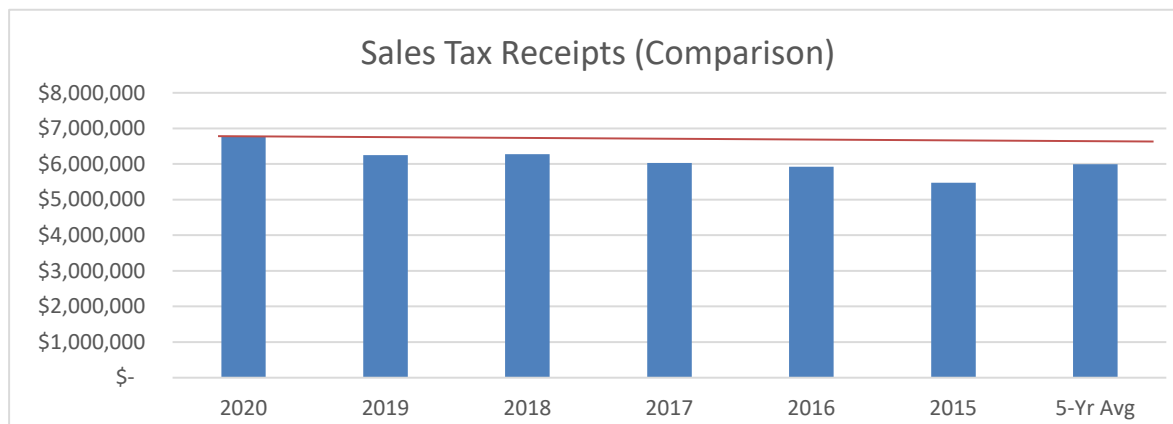
# Monthly Financial Report - August 2020

## Revenue Highlight: Property Tax



In total, Colleyville anticipates receiving almost \$15.1m in General Fund property tax this year. This makes for a 2.2%, or \$320k, increase over actual FY19 property tax receipts. It should be noted that this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. Through August, we have received all this revenue.

## Revenue Highlight: Sales Tax



| FY20/Budget | FY20/FY19 |
|-------------|-----------|
| ↑ 8.8%      | ↑ 7.5%    |

Due to a favorable audit collection received in September of last year, our current month's sales tax collections went down by 0.1% from last September. Netting the audit collection out shows that the City would have increased by 2.9%. On the year, Colleyville is still well in positive territory by 7.5% over FY19 and 8.8% over FY20 budget. The dollar increase is still well above \$500,000, and year-end estimates put the City's total increase at 7-8%.



# Monthly Financial Report - August 2020

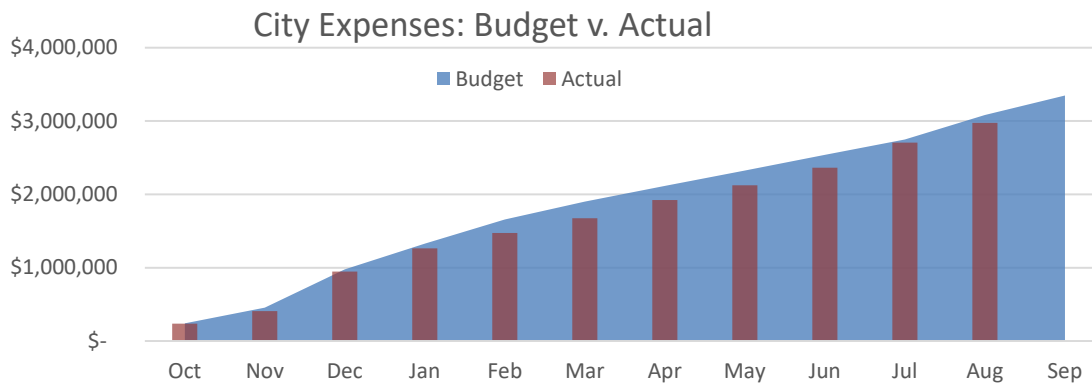
## Water/Sewer Utility Fund

% of year Completed 92%

% of Budget Spent 73%

|              | FY20 Budget   | FY20 YTD      | % of Budget | FY19 YTD      | FY19% of Budget |
|--------------|---------------|---------------|-------------|---------------|-----------------|
| Revenues     | \$ 17,555,789 | \$ 14,405,561 | 82%         | \$ 12,482,385 | 76%             |
| Expenditures | \$ 17,555,789 | \$ 12,865,879 | 73%         | \$ 11,280,468 | 69%             |
|              | \$ -          | \$ 1,539,682  |             | \$ 1,201,916  |                 |

Through the eleventh month of the fiscal year, the Utility Fund has collected 82% of its budgeted revenue and spent 73% of its budgeted expenditures. Our surplus of \$1.5 million is stronger than we saw last August, and it includes the true-up from the Trinity River Authority of \$430,000. While spending has increased by over \$1.5 million from last year, the lion's share of this reflects higher passed-through costs from the Trinity River Authority. Netting out the pass-through cost of water/sewer services from the T.R.A. which the City does not control, spending for the City's direct costs still track under budget by almost \$250,000. For the typical trajectory of the City's direct expenses throughout the year, please see the graph below .



## Utility Operation Highlights

### Avg Customer Count

FY20/FY19



0.8%

### YTD Rainfall (Inches)

FY20/FY19



-15.66

### Expenditures (FY20/FY19)

Mostly TRA costs ↓

|           |          |             |           |           |            |
|-----------|----------|-------------|-----------|-----------|------------|
| Personnel | + \$138k | Contractual | + \$1,328 | Supplies  | + \$128k   |
| Capital   | + \$11k  | Transfers   | -\$20k    | Total Exp | + \$1,585k |

Colleyville's rate structure enables the City to more easily manage years of low consumption, which is what we've seen through FY19. While FY20 is shaping up to be a higher consumption year, it should be noted the majority of the City's rate is comprised of a direct pass-through to TRA for water costs. The goal of this fund is to break-even at the end of the year.

# Monthly Financial Report - August 2020

% of year Completed 92%

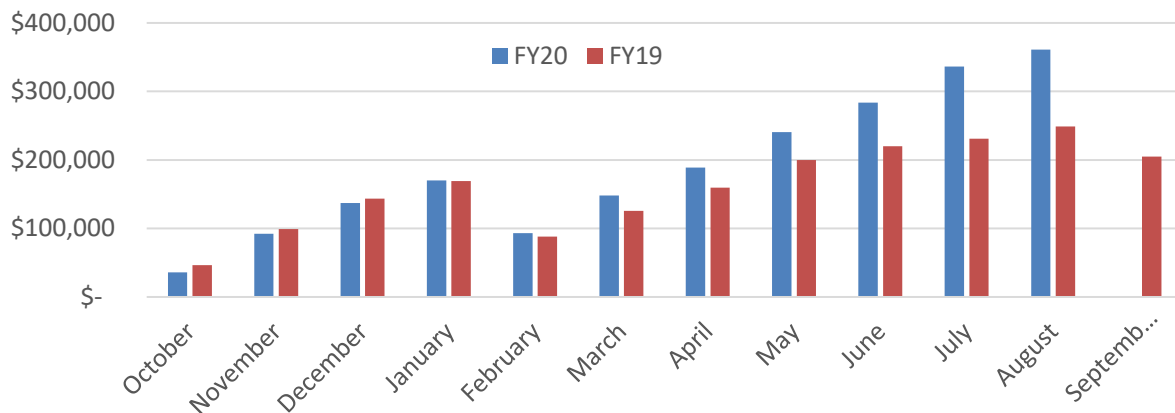
## Drainage Utility Fund

% of Budget Spent 74%

|              | FY20 Budget | FY20 YTD   | % of Budget | FY19 YTD   | FY19% of Budget |
|--------------|-------------|------------|-------------|------------|-----------------|
| Revenues     | \$ 978,508  | \$ 951,380 | 97%         | \$ 947,814 | 97%             |
| Expenditures | \$ 795,844  | \$ 590,382 | 74%         | \$ 699,133 | 91%             |
|              | \$ 182,664  | \$ 360,998 |             | \$ 248,681 |                 |

To date, the Drainage Utility Fund has received 97% of its budgeted revenue and spent 74% of its budgeted expenditures. This fund's cash flow is tracking a little better than expected, with a \$360,000 surplus showing to date. Drainage fee revenues tend to average at 1.5% higher than the previous fiscal year, although at this point we're seeing around half a percent growth for FY20.

FY20 vs. FY19 Cash Flow



## Drainage Fund Operation Highlights

### Revenue - Drainage Fees

FY20/FY19 0.5%

FY20/5-Yr Avg 3.3%

### Expenditures (FY20/FY19)

|              |        |
|--------------|--------|
| Personnel    | -\$61k |
|              |        |
| Supplies     | -\$18k |
|              |        |
| Debt Service | +\$6k  |
|              |        |

Note: this fund's debt service is scheduled to be retired in fiscal year 2021.

|                   |                |
|-------------------|----------------|
| Contractual       | -\$35k         |
|                   |                |
| Capital/Xfers     | \$00k          |
|                   |                |
| <b>Total Exp.</b> | <b>-\$109k</b> |
|                   |                |

# Monthly Financial Report - August 2020

## Debt Service Fund

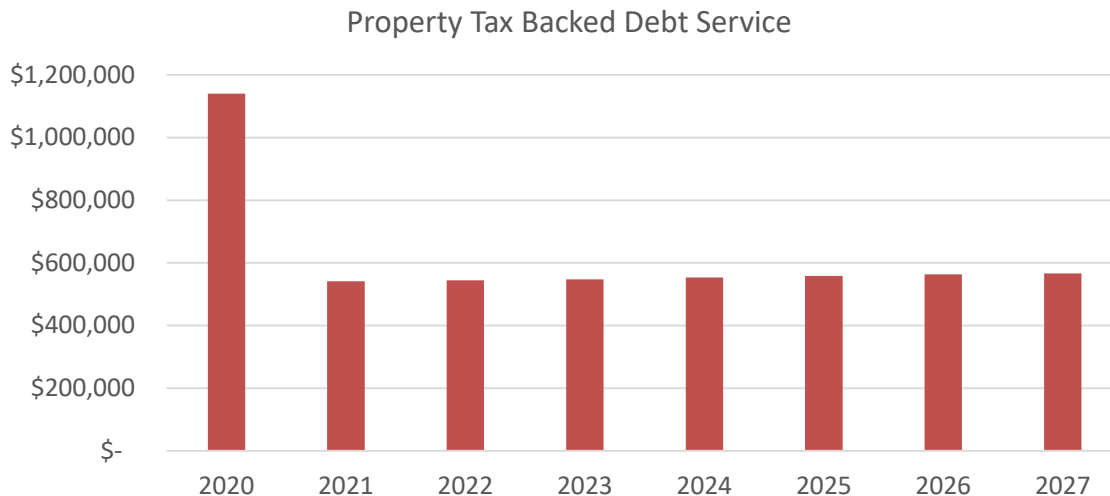
% of year Completed 92%

% of Budget Spent 88%

|               | FY20 Budget  | FY20 YTD     | % of Budget | FY19 YTD     | FY19% of Budget |
|---------------|--------------|--------------|-------------|--------------|-----------------|
| Revenues      | \$ 1,356,398 | \$ 1,515,092 | 112%        | \$ 2,002,331 | 108%            |
| Expenditures* | \$ 1,406,398 | \$ 1,236,398 | 88%         | \$ 1,859,501 | 100%            |
|               | \$ (50,000)  | \$ 278,694   |             | \$ 142,830   |                 |

Similar to our General Fund's property tax collections, the Debt Service fund has received the majority of its revenue for the year. Cash flow for this fund is very predictable, as debt service payments occur twice annually (February and August). As of August's figures, the fund is running a surplus of \$278,000. Costs added to the budget for this year include the lease of a new ambulance for Colleyville's emergency response. With Colleyville's current debt service schedule, all property tax bonded debt is on track to be paid off by FY27, with the remaining CEDC sales tax debt to be paid off by 2029.

\*Please note that staff has planned to rely on \$50k of excess fund balance to pay for this year's costs.



For any questions or comments regarding this report, please contact:

Kyle Lester  
 Finance Director  
 City of Colleyville, TX  
[klester@colleyville.com](mailto:klester@colleyville.com)  
 817-503-1014



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number**

**Agenda Date** 9/15/2020

**Type** Presentation

**Department** City Manager

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## **Title**

Update on Economic Development efforts

## **Explanation**

This agenda item provides for a presentation and update on economic development efforts.

## **Attachments**

1. Economic Development Update - September 2020

# ECONOMIC DEVELOPMENT UPDATE

SEPTEMBER 15, 2020 CITY COUNCIL MEETING







# REINVESTING IN OUR COMMERCIAL AREAS

BEAUTIFICATION & GRANT PROGRAMS TO IMPROVE PROPERTIES



# BEST GRANTS

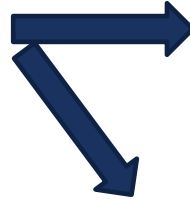


# BEST GRANTS





# BEST GRANTS



# BEST GRANTS – FUTURE POTENTIAL







# RECAP OF BUSINESS SUPPORT EFFORTS

HELPING BUSINESS DURING THE COVID-19 PANDEMIC



# RECAP OF BUSINESS SUPPORT SINCE COVID-19

## Business Outreach Team



Repurposed City staff to personally deliver timely information and check on businesses

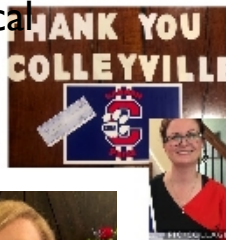
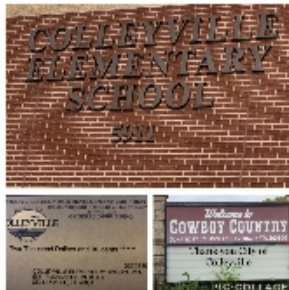
## Gift Card Program



**C-POP Program**  
One-minute promotional videos made for our local businesses

## 2020 Receipt Race:

13 schools participated and 12,208 receipts submitted, encouraging families to shop local



## SCORE Workshop Live Q&A "Ask an Expert"



## Colleyville Business Center Now Open!



# RECAP OF BUSINESS SUPPORT SINCE COVID-19

- Programs focused on getting \$ to businesses
  - Receipt Race
  - Gift Card Programs
  - C-POP Program (video + \$1,000 cash advertising grant)
- Minimal funds spent on administration
  - Repurpose existing City staff to fill needs
  - Expand role of existing City staff as needed

| 2020 Gift Cards             | Total #       | Total \$         |
|-----------------------------|---------------|------------------|
| \$35 Gift Card #1           | 6,148         | \$215,180        |
| \$35 Gift Card #2           | 5,965         | \$208,775        |
| \$50 Colleyville Cares Card | 308           | \$15,400         |
| <b>TOTAL</b>                | <b>12,421</b> | <b>\$439,355</b> |



# LOOKING AHEAD

EXPANDING AND EVOLVING ECONOMIC DEVELOPMENT EFFORTS



# COLLEYVILLE BUSINESS CENTER



5601 Colleyville Blvd.  
[Colleyvillebusinesscenter.com](http://Colleyvillebusinesscenter.com)



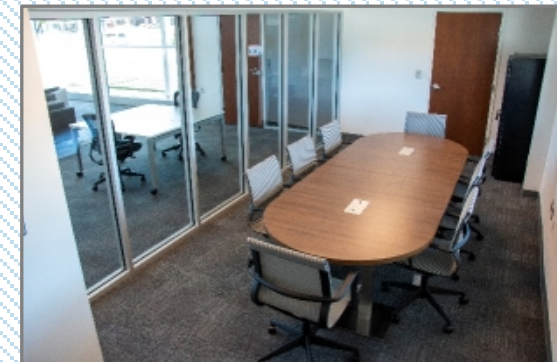
Workstations



Private Offices



Conference Rooms





# 1 MILLION CUPS – NORTHEAST TARRANT COUNTY

- Program founded in 2012 by the Kauffman Foundation, an organization focused on education and entrepreneurship
- Based on the notion that entrepreneurs discover solutions and engage with their communities over a million cups of coffee
- Free program designed to educate, engage and inspire entrepreneurs around the country
- Grown to more than 160 communities, with Northeast Tarrant County (NET) to be one of the newest locations
- IMC NET will be organized by interested Cities, Chambers of Commerce, and entrepreneurs in the region
- Colleyville Business Center will be one of the host sites, with CBC Manager Carolyn Sims serving as an “organizer”
- Weekly 1 hour meetings:
  - Two presentations, 6 minutes each
  - Tell your community who you are, what you’re doing, and why you’re doing it
  - 20-minute Q&A session for presenter to receive valuable feedback
  - Closing question - “What can we as a community do to help you?”



# EXPANDED ECONOMIC DEVELOPMENT FOCUS

## Economic Development Umbrella



Adrienne Lothery  
Assistant City Manager

Community Development  
Department



Carolyn Sims  
Colleyville Business  
Center Manager



Leslie Hill  
Colleyville  
Center Manager

Planning

Building  
Inspections

Colleyville  
Chamber of  
Commerce

SCORE

IM Cups  
NET

CEDC

TIF Board

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# QUESTIONS?





# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 6a

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2133

**Type** Ordinance

**Department** City Manager

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## **Title**

Amending Ordinance O-19-2094 relating to the Fiscal Year 2020 budget

## **Strategic Plan**

2.4 Demonstrate stewardship of public resources

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the September 1, 2020 City Council meeting.

### ***First Reading and Public Hearing***

The proposed ordinance will amend Ordinance O-19-2094 that approved and adopted the Fiscal Year 2020 budget for several purposes:

1. To transfer the FY 2020 General Fund year-end operating surplus to the Capital Projects Fund for future capital projects;
2. To transfer the FY 2020 Utility Fund year-end operating surplus to the Utility Capital Projects Fund for future utility capital projects;
3. To transfer the FY 2020 Drainage Fund year-end operating surplus to the Drainage Capital Projects Fund for future drainage capital projects; and

In accordance with Section 9.04 (D) of the Charter of the City of Colleyville, the proposed ordinance will authorize the City Manager to transfer part or all of any unencumbered appropriation balance from one department to another, if expenditures in a department exceeded the adopted budget.

## **Financial Impact**

This budget amendment sweeps both General Fund and Utility Fund operating surpluses to the Capital Projects Fund and Utility Capital Projects Fund, respectively, providing a significant funding source for capital projects while ensuring compliance with the City's financial policy of maintaining 90 days of operating reserves.

## **Recommendation**

Approve

**Attachments**

1. Budget Amendment Presentation
2. Ordinance O-19-2094 (Budget)
3. Ordinance O-20-2133



# FY 2020 Budget Amendment



- Transfer the FY 2020 General Fund operating surplus to the Capital Projects Fund for future capital projects
- Transfer the FY 2020 Utility Fund operating surplus to the Utility Capital Projects Fund for future utility capital projects
- Transfer the FY 2020 Drainage Fund operating surplus to the Drainage Capital Projects Fund for future drainage capital projects
- In the event that expenditures in a department exceed the adopted budget for that department, transfer all or part of the unencumbered appropriation balance from one department to another

## **ORDINANCE O-19-2094**

### **APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**WHEREAS,** a notice of public hearing on the annual budget for the City of Colleyville, Texas, for the fiscal year beginning October 1, 2019 through September 30, 2020, was heretofore published in a newspaper of general circulation; and

**WHEREAS,** said public hearing on said budget was duly held and all interested persons were given the opportunity to be heard for or against any item therein; and

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

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the budget of the proposed expenditures for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020.

Sec. 3. THAT appropriation amounts for the Fiscal Year 2020 budget for the different funds of the City of Colleyville are hereby fixed as follows:

|                                   |              |
|-----------------------------------|--------------|
| General Fund                      | \$24,182,805 |
| Utility Fund (Water & Wastewater) | \$17,555,789 |
| Debt Service Fund                 | \$ 1,406,398 |
| Drainage Utility Fund             | \$ 795,844   |

Sec. 4. THAT the City Manager is hereby authorized to execute all contracts and documents for which funding is appropriated in the aforementioned budgets.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 3<sup>rd</sup> day of September 2019.

The second reading and public hearing being conducted on the 17<sup>th</sup> day of September 2019.

APPROVED BY A VOTE OF 1 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 17<sup>TH</sup> DAY OF SEPTEMBER 2019.

Mayor Richard Newton  
Place 1, Tammy Nakamura  
Place 3, Kathy Wheat  
Place 4, George Dodson

AYE  
AYE  
AYE  
AYE

Mayor Pro Tem Bobby Lindamood  
Place 5, Chuck Kelley  
Place 6, Callie Rigney

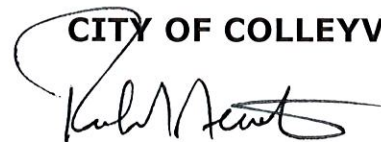
AYE  
AYE  
AYE

**ATTEST:**



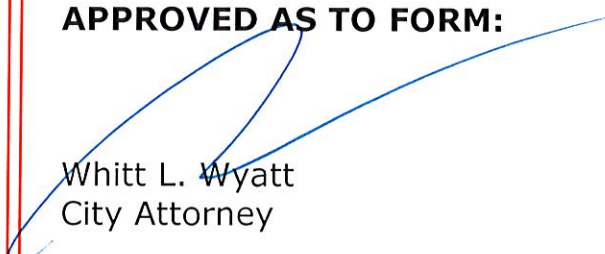
Christine Loven, TRMC  
City Secretary

**CITY OF COLLEYVILLE**



Richard Newton  
Mayor

**APPROVED AS TO FORM:**



Whitt L. Wyatt  
City Attorney

## **ORDINANCE O-20-2133**

**AMENDING SECTION 3 OF ORDINANCE O-19-2094 OF THE FISCAL YEAR 2020 BUDGET AMOUNTS FOR THE TRANSFER OF GENERAL FUND, UTILITY FUND, AND DRAINAGE UTILITY FUND OPERATING SURPLUSES TO THE CAPITAL PROJECTS FUND, UTILITY CAPITAL PROJECTS FUND, AND DRAINAGE CAPITAL PROJECTS FUND; AND AUTHORIZING THE CITY MANAGER TO TRANSFER UNSPENT FY2020 BUDGET APPROPRIATIONS FROM ONE DEPARTMENT TO ANOTHER IF EXPENDITURES IN A DEPARTMENT EXCEEDED THE ADOPTED BUDGET ON SEPTEMBER 30, 2020**

**WHEREAS,** FY2020 General Fund, Utility Fund, and Drainage Fund projected year end revenues are anticipated to exceed expenditures; and

**WHEREAS,** the City Council desires to provide funding for future general, utility, and drainage capital projects; and

**WHEREAS,** necessary expenditures over the course of a fiscal year may cause certain departments to either exceed the FY2020 original budget or conclude the year under-budget, and it is required that original budget appropriation amounts be amended accordingly.

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

- Sec. 1. THAT the City Manager is authorized to transfer the FY2020 General Fund operating surplus to the Capital Projects Fund for future capital projects on September 30, 2020.
- Sec. 2. THAT the City Manager is authorized to transfer the FY2020 Utility Fund operating surplus to the Utility Capital Projects Fund for future utility capital projects on September 30, 2020.
- Sec. 3. THAT the City Manager is authorized to transfer the FY2020 Drainage Fund operating surplus to the Drainage Capital Projects Fund for future utility capital projects on September 30, 2020.
- Sec. 4. THAT in the event that expenditures in a department exceed the adopted budget for that department, the City Manager is authorized to transfer all or part of the unencumbered

appropriation balance from one department to another per the Charter of the City of Colleyville, Section 9.04 (D):

Sec. 5. THAT the effective date of this ordinance shall be September 30, 2020.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

The second reading and public hearing being conducted on the 15<sup>th</sup> day of September 2020.

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

Mayor Richard Newton \_\_\_\_\_  
Place 1, Tammy Nakamura \_\_\_\_\_  
Place 3, Kathy Wheat \_\_\_\_\_  
Place 4, George Dodson \_\_\_\_\_

Mayor Pro Tem Bobby Lindamood \_\_\_\_\_  
Place 5, Chuck Kelley \_\_\_\_\_  
Place 6, Callie Rigney \_\_\_\_\_

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor

**APPROVED AS TO FORM:**

Whitt L. Wyatt  
City Attorney





# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** 6b

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2134

**Type** Ordinance

**Department** City Manager

---

## **Title**

Adoption of the proposed Fiscal Year 2021 budget

## **Strategic Plan**

2.4 Demonstrate stewardship of public resources

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the September 1, 2020 City Council meeting.

### ***First Reading and Public Hearing***

The annual budget is the culmination of months-long efforts that began with the staff budget kickoff in March, department submissions and line-by-line internal reviews in the spring, followed by Council feedback through multiple worksessions. Staff provided preliminary FY 2021 budget numbers in June, presented the 5-year Capital Improvement Plan (CIP) Worksession in July, provided the proposed budget on August 1, and held a worksession on the proposed budget August 6. The proposed budget has also been posted on the City's website since early August. This item provides for a public hearing on the budget and formal approval upon second reading of the ordinance.

## **Financial Impact**

The adoption of the budget will provide expense appropriation for the General Fund, Utility Fund, Debt Service Fund, and Drainage Utility Fund for Fiscal Year 2021.

## **Recommendation**

Approve

## **Attachments**

1. FY21 Budget Presentation
2. Ordinance O-20-2134

# **Fiscal Year 2021 Proposed Budget**

# Key Accomplishments



- Modified our tax calculations for the benefit of our taxpayers
- No-new-revenue rate recalculated and proposed
- General Fund is balanced for 5-year projection
- Demonstrates responsible fiscal management
- Maintains service levels across the City
- Aligns expenditures with appropriate funding sources
- Effective use of CIP dollars

# History of Efforts



## **FY 2017**

- Eliminated \$1.2 transfer from Utility Fund to General Fund – absorbed via operational efficiencies and minimal staffing reductions

## **FY 2018**

- Fully funded the market increases with the Compensation & Classification study
- Hiring “chill”, eliminated vacant positions across the City

## **FY 2019**

- Leaner staffing model – able to absorb health insurance cost increases
- HRA deductible reimbursement plan

## **FY 2020**

- Better align capital expenditures with capital funds
- Continued operational efficiencies to absorb operating cost increases

## **FY 2021**

- More efficient use of restricted revenue for operations
- Health insurance flat with FY20

# Calculation Recap



|                                | FY 2020                 | FY 2021 (85%)           | % Change    |
|--------------------------------|-------------------------|-------------------------|-------------|
| Total Taxable Value            | \$ 5,839,829,017        | \$ 5,966,966,320        | 2.2%        |
| Tax Ceilings                   | \$ 1,209,008,222        | \$ 1,275,030,227        | 5.5%        |
| Net Taxable Value              | \$ 4,630,820,795        | \$ 4,691,936,093        | 1.3%        |
| Other Deductions               |                         |                         |             |
| TIF                            | \$ 422,927,811          | \$ 435,298,848          | 2.9%        |
| TIF1A                          | \$ 15,843,829           | \$ 15,662,913           | -1.1%       |
| Total TIF Values               | \$ 438,771,640          | \$ 450,961,761          | 2.8%        |
| <b>Net Taxable Value</b>       | <b>\$ 4,192,049,155</b> | <b>\$ 4,240,974,332</b> | <b>1.2%</b> |
| 2021 Non TIF Growth            |                         | \$ 70,147,371           |             |
| 2021 Reappraisals              |                         | \$ 4,170,826,961        |             |
| 2020 Tax Revenues (certified)  |                         | \$ 12,694,549           |             |
| Target Rate for Revenue        |                         | \$ 0.304365             |             |
| Add Frozen & New Growth Levies |                         | \$ 3,335,165            |             |
| <b>Total Revenue</b>           |                         | <b>\$ 16,029,714</b>    |             |
| General Fund                   |                         | \$ 15,243,692           |             |
| Debt Service Fund              |                         | \$ 786,022              |             |

+ \$127,137,303

+ \$66,022,045

FY20 Tax Revs (FY21 target)

Rate needed to raise FY20 tax  
revs (\$12,694,549 /  
\$4,170,826,961) \* 100



# Summary by Fund



| <b>FY 2021<br/>Proposed</b> | <b>General<br/>Fund</b> | <b>Utility<br/>Fund</b> | <b>Drainage<br/>Fund</b> | <b>Hotel Tax<br/>Fund</b> | <b>Debt<br/>Service<br/>Fund</b> |
|-----------------------------|-------------------------|-------------------------|--------------------------|---------------------------|----------------------------------|
| Operating<br>Revenues       | \$25,129,763            | \$17,900,258            | \$978,508                | \$237,500                 | \$782,500                        |
| Operating<br>Expenditures   | \$24,476,146            | \$17,925,257            | \$810,202                | \$327,176                 | \$819,423                        |

# General Fund Summary

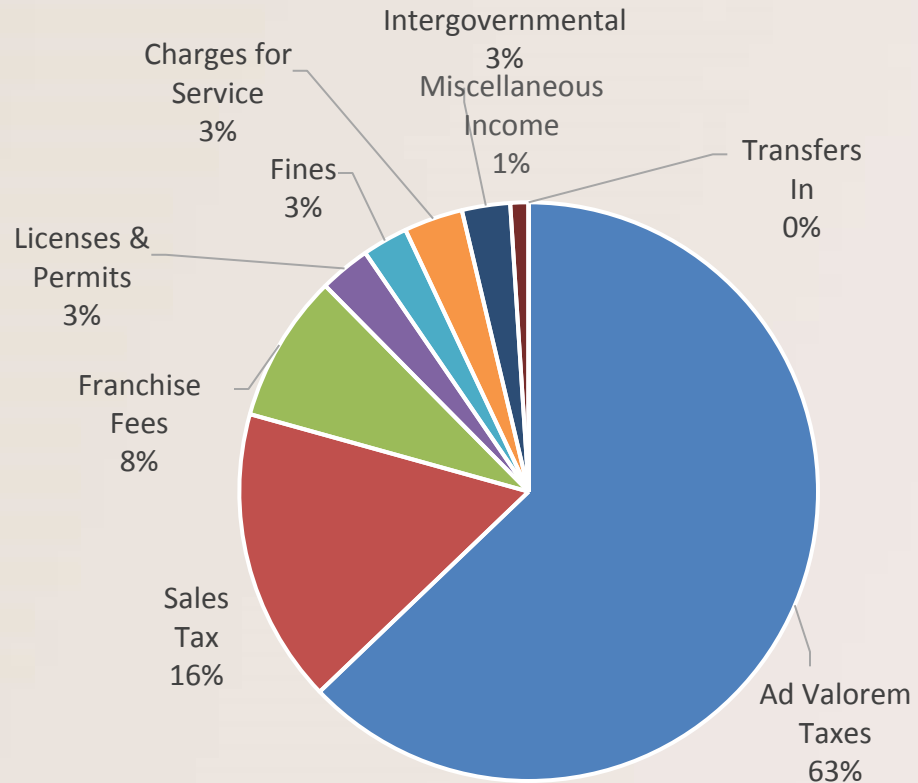


|                                   | BUDGET<br>FY 2020   | YE PROJECTED<br>FY 2020 | PROJECTED<br>FY 2021 | PROJECTED<br>FY 2022 | PROJECTED<br>FY 2023 | PROJECTED<br>FY 2024 | PROJECTED<br>FY 2025 |
|-----------------------------------|---------------------|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>BEGINNING FUND BALANCE</b>     | \$9,102,499         | \$9,102,499             | \$9,920,865          | \$10,574,481         | \$11,097,672         | \$11,469,682         | \$11,876,673         |
| <b>REVENUE:</b>                   |                     |                         |                      |                      |                      |                      |                      |
| Ad Valorem Taxes                  | \$15,090,882        | \$15,090,882            | \$15,320,000         | \$15,549,400         | \$16,091,609         | \$16,652,775         | \$17,233,562         |
| Sales Tax                         | \$4,008,292         | \$4,234,000             | \$4,305,000          | \$4,306,050          | \$4,412,111          | \$4,499,282          | \$4,566,230          |
| Franchise Fees                    | \$1,942,500         | \$2,010,766             | \$2,013,000          | \$2,033,130          | \$2,053,461          | \$2,073,996          | \$2,094,736          |
| Licenses & Permits                | \$910,000           | \$801,125               | \$693,000            | \$673,695            | \$655,509            | \$638,387            | \$622,277            |
| Fines                             | \$640,000           | \$528,000               | \$620,000            | \$626,200            | \$632,462            | \$638,787            | \$645,174            |
| Charges for Service               | \$875,600           | \$1,996,475             | \$799,875            | \$807,874            | \$815,952            | \$824,112            | \$832,353            |
| Intergovernmental                 | \$536,865           | \$621,021               | \$654,709            | \$656,244            | \$495,915            | \$508,193            | \$519,965            |
| Miscellaneous Income              | \$348,000           | \$348,000               | \$248,000            | \$250,480            | \$252,985            | \$255,515            | \$258,070            |
| Transfers In                      | \$409,420           | \$409,420               | \$476,179            | \$480,941            | \$485,750            | \$490,608            | \$495,514            |
| <b>TOTAL REVENUES</b>             | <b>\$24,761,559</b> | <b>\$26,039,689</b>     | <b>\$25,129,763</b>  | <b>\$25,384,014</b>  | <b>\$25,895,754</b>  | <b>\$26,581,654</b>  | <b>\$27,267,883</b>  |
| Expenditures                      | \$22,682,805        | \$22,326,018            | \$22,976,146         | \$23,360,823         | \$24,023,744         | \$24,674,662         | \$25,282,343         |
| Contribution- CIP projects        | \$1,500,000         | \$2,895,305             | \$1,500,000          | \$1,500,000          | \$1,500,000          | \$1,500,000          | \$1,500,000          |
| <b>TOTAL EXPENDITURES</b>         | <b>\$24,182,805</b> | <b>\$25,221,323</b>     | <b>\$24,476,146</b>  | <b>\$24,860,823</b>  | <b>\$25,523,744</b>  | <b>\$26,174,662</b>  | <b>\$26,782,343</b>  |
| <b>NET REVENUE</b>                | <b>\$578,754</b>    | <b>\$818,366</b>        | <b>\$653,616</b>     | <b>\$523,191</b>     | <b>\$372,011</b>     | <b>\$406,992</b>     | <b>\$485,540</b>     |
| <b>ENDING FUND BALANCE</b>        | \$9,681,253         | \$9,920,865             | \$10,574,481         | \$11,097,672         | \$11,469,682         | \$11,876,673         | \$12,362,211         |
| <b>DAYS OF FUND BALANCE</b>       | 146                 | 174                     | 158                  | 163                  | 164                  | 166                  | 168                  |
| <i>Excess Balance move to CIP</i> |                     |                         | \$3,868,687          | \$4,286,487          | \$4,476,876          | \$4,705,533          | \$5,024,583          |

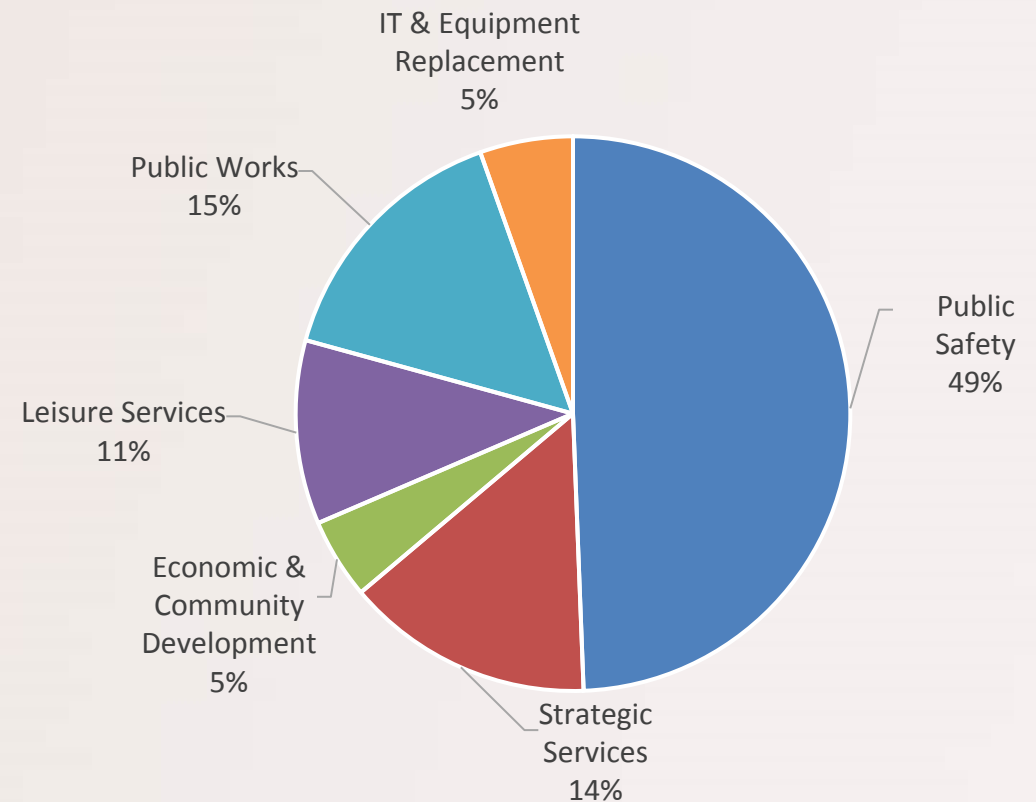
# General Fund Rev. & Exp. by Category



## Revenue



## Expenditure



# Utility Fund Summary



|                               | BUDGET<br>FY 2020 | YE PROJECTED<br>FY 2020 | PROJECTION<br>FY 2021 | PROJECTION<br>FY 2022 | PROJECTION<br>FY 2023 | PROJECTION<br>FY 2024 | PROJECTION<br>FY 2025 |
|-------------------------------|-------------------|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>BEG. WORKING CAPITAL</b>   | 5,873,267         | 5,873,267               | 5,936,868             | 5,911,869             | 5,911,868             | 5,911,868             | 5,911,869             |
| <b>FUND REVENUES</b>          |                   |                         |                       |                       |                       |                       |                       |
| Water - Base Rate             | 1,742,896         | 1,796,997               | 1,864,515             | 1,974,176             | 2,043,955             | 2,110,916             | 2,171,403             |
| Water - Volumetric Rate       | 10,578,071        | 8,116,416               | 10,605,069            | 11,279,218            | 12,268,231            | 13,034,567            | 13,785,183            |
| Wastewater - Base Rate        | 1,268,040         | 1,229,206               | 1,339,711             | 1,345,740             | 1,378,040             | 1,415,594             | 1,455,401             |
| Wastewater - Volumetric Rate  | 3,629,783         | 3,129,620               | 3,303,963             | 3,761,298             | 4,010,841             | 4,283,369             | 4,534,585             |
| Water Installation            | 42,000            | 20,000                  | 42,000                | 42,420                | 42,844                | 43,273                | 43,705                |
| Wastewater Installation       | 15,000            | 7,000                   | 15,000                | 15,150                | 15,302                | 15,455                | 15,609                |
| T.R.A. TRUE-UP                | 0                 | 440,000                 | 450,000               | 450,000               | 450,000               | 450,000               | 450,000               |
| Engineering Charges           | 5,000             | 24,000                  | 5,000                 | 5,050                 | 5,101                 | 5,152                 | 5,203                 |
| Penalties                     | 200,000           | 150,000                 | 200,000               | 202,000               | 204,020               | 206,060               | 208,121               |
| Miscellaneous                 | 15,000            | 15,000                  | 15,000                | 15,150                | 15,302                | 15,455                | 15,609                |
| Interest Income               | 60,000            | 60,000                  | 60,000                | 60,600                | 61,206                | 61,818                | 62,436                |
| <b>TOTAL REVENUES</b>         | <b>17,555,791</b> | <b>14,988,240</b>       | <b>17,900,258</b>     | <b>19,150,802</b>     | <b>20,494,840</b>     | <b>21,641,657</b>     | <b>22,747,256</b>     |
| <b>FUND EXPENSES</b>          |                   |                         |                       |                       |                       |                       |                       |
| Utility Billing               | 438,748           | 392,554                 | 469,229               | 485,442               | 500,329               | 515,785               | 530,846               |
| IS GIS                        | 69,235            | 75,051                  | 73,453                | 76,146                | 78,188                | 80,155                | 81,882                |
| Utility Support               | 1,168,323         | 1,210,419               | 1,213,381             | 1,257,653             | 1,293,347             | 1,328,833             | 1,361,200             |
| Utility Operations - Water    | 772,875           | 719,954                 | 795,589               | 800,377               | 828,142               | 856,996               | 885,508               |
| TRA Water (volumetric)        | 7,252,545         | 5,564,783               | 6,923,612             | 7,098,555             | 7,362,728             | 7,673,218             | 8,037,280             |
| TRA Water (debt)              | 3,325,526         | 2,551,633               | 3,681,456             | 4,180,663             | 4,905,503             | 5,361,349             | 5,747,903             |
| Utility Operations - WW       | 298,019           | 286,055                 | 418,007               | 434,275               | 449,305               | 465,185               | 480,721               |
| TRA Wastewater                | 3,629,783         | 3,129,620               | 3,303,963             | 3,761,297             | 4,010,840             | 4,283,368             | 4,534,584             |
| Non-Departmental              | 233,605           | 187,439                 | 233,605               | 240,613               | 247,832               | 255,266               | 262,924               |
| Transfer to General Fund      | 250,030           | 250,030                 | 281,861               | 284,680               | 287,527               | 290,402               | 293,306               |
| T.R.A. True-Up                | 0                 | 440,000                 | 450,000               | 450,000               | 450,000               | 450,000               | 450,000               |
| VERF Transfer                 | 81,100            | 81,100                  | 81,100                | 81,100                | 81,100                | 81,100                | 81,100                |
| Merit Pool                    | 36,000            | 36,000                  | 0                     | 0                     | 0                     | 0                     | 0                     |
| <b>TOTAL EXPENDITURES</b>     | <b>17,555,789</b> | <b>14,924,639</b>       | <b>17,925,257</b>     | <b>19,150,802</b>     | <b>20,494,840</b>     | <b>21,641,657</b>     | <b>22,747,255</b>     |
| <b>ENDING WORKING CAPITAL</b> | 5,873,269         | 5,936,868               | 5,911,869             | 5,911,868             | 5,911,868             | 5,911,869             | 5,911,872             |

## City Expenses:

FY20 Budget      \$3,347,935  
 FY20 Projected    \$3,238,603  
 FY21 Projected    \$3,566,226

- Small rate increase needed

City Expenses   
 (determines base rate)

TRA Expenses   
 (determines volumetric rates)

# Drainage Fund Summary



|                                                  | BUDGETED<br>FY 2020 | YE PROJECTED<br>FY 2021 | PROJECTED<br>FY 2021 | PROJECTED<br>FY 2022 | PROJECTED<br>FY 2023 | PROJECTED<br>FY 2024 | PROJECTED<br>FY 2025 |
|--------------------------------------------------|---------------------|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>TOTAL BEG. WORKING CAPITAL</b>                | 718,286             | 718,286                 | 1,003,592            | 1,171,898            | 1,468,990            | 1,753,688            | 2,025,343            |
| <b>FUND REVENUES</b>                             |                     |                         |                      |                      |                      |                      |                      |
| Drainage Fees                                    | 962,640             | 962,640                 | 962,640              | 972,266              | 981,989              | 991,809              | 1,001,727            |
| Penalties/Misc                                   | 9,626               | 9,626                   | 9,626                | 9,722                | 9,819                | 9,918                | 10,017               |
| Interest Income                                  | 6,242               | 6,242                   | 6,242                | 6,304                | 6,367                | 6,431                | 6,495                |
| <b>TOTAL OPERATING REVENUES</b>                  | 978,508             | 978,508                 | 978,508              | 988,293              | 998,176              | 1,008,159            | 1,018,241            |
| <b>FUND EXPENSES</b>                             |                     |                         |                      |                      |                      |                      |                      |
| Drainage Operations                              | 504,670             | 377,805                 | 505,457              | 507,421              | 524,422              | 542,160              | 559,412              |
| Stormwater Management                            | 124,488             | 148,711                 | 147,233              | 152,369              | 156,780              | 161,222              | 165,424              |
| IS GIS                                           | 22,368              | 22,368                  | 23,731               | 24,601               | 25,261               | 25,896               | 26,454               |
| Non-Departmental                                 | 6,612               | 6,612                   | 6,612                | 6,810                | 7,015                | 7,225                | 7,442                |
| Compensation Adjustment                          | 6,200               | 6,200                   | 0                    | 0                    | 0                    | 0                    | 0                    |
| Debt Service                                     | 131,506             | 131,506                 | 127,169              | 0                    | 0                    | 0                    | 0                    |
| Interfund loan repayment                         | 0                   | 0                       | 0                    | 0                    | 0                    | 0                    | 0                    |
| <b>TOTAL OPERATING EXPENSES</b>                  | 795,844             | 693,202                 | 810,202              | 691,202              | 713,478              | 736,504              | 758,731              |
| <b>NET REVENUE</b>                               | 182,664             | 285,306                 | 168,306              | 297,091              | 284,698              | 271,655              | 259,510              |
| <b>ENDING WORKING CAPITAL</b>                    | 900,950             | 1,003,592               | 1,171,898            | 1,468,990            | 1,753,688            | 2,025,343            | 2,284,853            |
| Required Coverage Ratio<br>(25% of debt service) | 32,877              | 32,877                  | 31,792               | 0                    | 0                    | 0                    | 0                    |
| <b>ENDING AVAILABLE WORKING CAPITAL</b>          | 868,074             | 970,716                 | 1,140,106            | 1,468,990            | 1,753,688            | 2,025,343            | 2,284,853            |



# Hotel Tax Fund Summary



|                                      | ACTUAL<br>FY 2019 | PROJECTED<br>FY 2020 | PROJECTED<br>FY 2021 | PROJECTED<br>FY 2022 | PROJECTED<br>FY 2023 | PROJECTED<br>FY 2024 | PROJECTED<br>FY 2025 |
|--------------------------------------|-------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>BEGINNING FUND BALANCE - 10/1</b> | 363,614           | 499,574              | 393,201              | 303,525              | 306,784              | 309,816              | 312,767              |
| FUND REVENUES                        |                   |                      |                      |                      |                      |                      |                      |
| Hotel Taxes                          | 251,749           | 200,000              | 235,000              | 239,700              | 244,494              | 249,384              | 254,372              |
| Earned Interest                      | 7,060             | 2,500                | 2,500                | 2,500                | 2,500                | 2,500                | 2,500                |
| <b>TOTAL REVENUES</b>                | <b>258,809</b>    | <b>202,500</b>       | <b>237,500</b>       | <b>242,200</b>       | <b>246,994</b>       | <b>251,884</b>       | <b>256,872</b>       |
| FUND EXPENDITURES                    |                   |                      |                      |                      |                      |                      |                      |
| Library                              | 79,397            | 0                    | 0                    | 0                    | 0                    | 0                    | 0                    |
| Police Administration                | 43,451            | 14,417               | 0                    | 0                    | 0                    | 0                    | 0                    |
| Promotion of the Arts                | 0                 | 81,456               | 35,000               | 35,000               | 35,000               | 35,000               | 35,000               |
| Economic Development                 | 0                 | 0                    | 20,000               | 0                    | 0                    | 0                    | 0                    |
| Colleyville Promotion/Advertising    | 0                 | 83,000               | 107,592              | 110,671              | 113,183              | 115,727              | 118,057              |
| Colleyville Center                   | 0                 | 130,000              | 164,584              | 93,269               | 95,780               | 98,205               | 100,393              |
| <b>TOTAL EXPENDITURES</b>            | <b>122,848</b>    | <b>308,873</b>       | <b>327,176</b>       | <b>238,941</b>       | <b>243,962</b>       | <b>248,932</b>       | <b>253,450</b>       |
| <b>ENDING FUND BALANCE - 9/30</b>    | 499,574           | 393,201              | 303,525              | 306,784              | 309,816              | 312,767              | 316,189              |

# Debt Service Fund Summary



|                                      | PROJECTED<br>FY 2020 | PROJECTED<br>FY 2021 | PROJECTED<br>FY 2022 | PROJECTED<br>FY 2023 | PROJECTED<br>FY 2024 | PROJECTED<br>FY 2025 |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>BEGINNING FUND BALANCE - 10/1</b> | 844,866              | 951,603              | 914,680              | 927,180              | 939,680              | 952,180              |
| <b>FUND REVENUES</b>                 |                      |                      |                      |                      |                      |                      |
| Current Property Taxes               | 845,960              | 770,000              | 821,898              | 769,010              | 843,535              | 787,035              |
| Delinquent Property Taxes            | 1,500                | 1,500                | 1,500                | 1,500                | 1,500                | 1,500                |
| Penalty & Interest                   | 5,000                | 5,000                | 5,000                | 5,000                | 5,000                | 5,000                |
| Transfer-in TIF Fund**               | 654,675              | 0                    | 0                    | 0                    | 0                    | 0                    |
| Interest Income/Other                | 6,000                | 6,000                | 6,000                | 6,000                | 6,000                | 6,000                |
| <b>TOTAL REVENUES</b>                | <b>1,513,135</b>     | <b>782,500</b>       | <b>834,398</b>       | <b>781,510</b>       | <b>856,035</b>       | <b>799,535</b>       |
| <b>FUND EXPENDITURES</b>             |                      |                      |                      |                      |                      |                      |
| 2011 G.O. Refunding Bonds            | 170,000              | 0                    | 0                    | 0                    | 0                    | 0                    |
| 2016 G.O. Refunding Bonds            | 875,000              | 410,000              | 425,000              | 435,000              | 445,000              | 455,000              |
| 2016 Engine Lease                    | 48,485               | 48,485               | 48,485               | 48,485               | 48,485               | 48,485               |
| Ambulance Lease                      | 49,988               | 49,988               | 49,988               | 0                    | 0                    | 0                    |
| 2019 Ambulance Lease                 | 170,000              | 120,000              | 120,000              | 120,000              | 0                    | 0                    |
| 2020 Pumper Lease                    | 0                    | 120,700              | 120,700              | 120,700              | 120,700              | 120,700              |
| Projected: Future Leases             |                      | 0                    | 0                    | 0                    | 195,500              | 138,000              |
| Bond Interest                        | 91,425               | 68,750               | 56,225               | 43,325               | 32,350               | 23,350               |
| Paying Agent                         | 1,500                | 1,500                | 1,500                | 1,500                | 1,500                | 1,500                |
| <b>TOTAL EXPENDITURES</b>            | <b>1,406,398</b>     | <b>819,423</b>       | <b>821,898</b>       | <b>769,010</b>       | <b>843,535</b>       | <b>787,035</b>       |
| LESS USE OF AVAILABLE CASH           | 0                    | 0                    | 0                    | 0                    | 0                    | 0                    |
| <b>ENDING FUND BALANCE - 9/30</b>    | 951,603              | 914,680              | 927,180              | 939,680              | 952,180              | 964,680              |

**FY 2021 I&S  
Tax Rate:  
\$0.014924**

- General obligation debt paid off in FY 2028
- Now setting aside General Fund cash each year for future fire engine/truck replacements to avoid future debt issuance

# **Questions and Discussion**

## **ORDINANCE O-20-2134**

### **APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**

**WHEREAS,** a notice of public hearing on the annual budget for the City of Colleyville, Texas, for the fiscal year beginning October 1, 2020 through September 30, 2021, was heretofore published in a newspaper of general circulation; and

**WHEREAS,** said public hearing on said budget was duly held and all interested persons were given the opportunity to be heard for or against any item therein; and

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

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the budget of the proposed expenditures for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021.

Sec. 3. THAT appropriation amounts for the Fiscal Year 2021 budget for the different funds of the City of Colleyville are hereby fixed as follows:

|                                   |              |
|-----------------------------------|--------------|
| General Fund                      | \$24,476,146 |
| Utility Fund (Water & Wastewater) | \$17,925,257 |
| Debt Service Fund                 | \$ 819,423   |
| Drainage Utility Fund             | \$ 810,202   |
| Hotel Occupancy Fund              | \$ 327,176   |

Sec. 4. THAT the City Manager is hereby authorized to execute all contracts and documents for which funding is appropriated in the aforementioned budgets.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

The second reading and public hearing being conducted on the 15<sup>th</sup> day of September 2020.

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

Mayor Richard Newton  
Place 1, Tammy Nakamura  
Place 3, Kathy Wheat  
Place 4, George Dodson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mayor Pro Tem Bobby Lindamood  
Place 5, Chuck Kelley  
Place 6, Callie Rigney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor

**APPROVED AS TO FORM:**

Whitt L. Wyatt  
City Attorney





# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 6c

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2135

**Type** Ordinance

**Department** City Manager

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## **Title**

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2021

## **Strategic Plan**

2.4 Demonstrate stewardship of public resources

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the September 1, 2020 City Council meeting.

### ***First Reading and Public Hearing***

Chapter 26, Texas Property Tax Code, requires taxing units to comply with "Truth-in-Taxation" laws in setting tax rates. The calculated FY2021 no-new-revenue tax rate is \$0.310644/\$100 valuation. The proposed tax rate will be lower, at \$0.304365/\$100 valuation. The attached "Notice of Meeting to Vote on Tax Rate" has been published in the *Fort Worth Star-Telegram*, compliant with state law.

The current tax rate is \$0.306807/\$100 of valuation. The proposed tax rate lowers the tax rate by \$0.002442. By adopting this rate, the City Council is lowering the tax rate to offset the increase in property values as determined by the Tarrant Appraisal District, in order to collect the same amount of revenue as the prior year, excluding new growth.

## **Financial Impact**

Adoption of the tax rate and its subsequent levy will provide a portion of the funding for the Fiscal Year 2021 General Fund and Debt Service Fund budgets.

## **Recommendation**

Approve

## **Attachments**

1. City of Colleyville Tax Rate Notice 2020
2. Ordinance O-20-2135
3. Tax Rate Item

Statements required in notice if the proposed tax rate does not exceed the lower of the no-new-revenue tax rate or the voter-approval tax rate, as prescribed by Tax Code §26.061.

# NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of \$ 0.304365 per \$100 valuation has been proposed by the governing body of

PROPOSED TAX RATE \$ 0.304365 per \$100

NO-NEW-REVENUE TAX RATE \$ 0.310644 per \$100

VOTER-APPROVAL TAX RATE \$ 0.320118 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for the City of Colleyville, TX from the same properties in both the 2019 tax year and the 2020 tax year.

(preceding tax year) (current tax year) (name of taxing unit)

The voter-approval rate is the highest tax rate that the City of Colleyville, TX may adopt without holding an election to seek voter approval of the rate.

(name of taxing unit)

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that the City of Colleyville, TX is not proposing to increase property taxes for the 2020 tax year.

(current tax year) (name of taxing unit)

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON \_\_\_\_\_ at <per State law, public hearing is not required. Adoption will occur on Sept. 15 at City Hall>.

(date and time) (meeting place)

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, the City of Colleyville, TX is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the City Council of the City of Colleyville, TX at their offices or by attending the public meeting mentioned above.

(name of governing body) (name of taxing unit)

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

*(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)*

FOR the proposal: Mayor, Mayor Pro Tem, All Council Members

AGAINST the proposal: \_\_\_\_\_

PRESENT and not voting: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Colleyville, TX last year  
(name of taxing unit)  
to the taxes proposed to be imposed on the average residence homestead by the City of Colleyville, TX this year.  
(name of taxing unit)

|                                            | 2019                                                                 | 2020                                                                 | Change                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total tax rate (per \$100 of value)</b> | 2019 adopted tax rate                                                | 2020 proposed tax rate                                               | (Increase/Decrease) of (nominal difference between tax rate for preceding year and proposed tax rate for current year) per \$100, or (percentage difference between tax rate for preceding year and proposed tax rate for current year)%                                                                                                                                     |
| <b>Average homestead taxable value</b>     | 2019 average taxable value of residence homestead                    | 2020 average taxable value of residence homestead                    | (Increase/Decrease) of (percentage difference between average taxable value of residence homestead for preceding year and current year)%                                                                                                                                                                                                                                     |
| <b>Tax on average homestead</b>            | 2019 amount of taxes on average taxable value of residence homestead | 2020 amount of taxes on average taxable value of residence homestead | (Increase/Decrease) of (nominal difference between amount of taxes imposed on the average taxable value of a residence homestead in the preceding year and the amount of taxes proposed on the average taxable value of a residence homestead in the current year), or (percentage difference between taxes imposed for preceding year and taxes proposed for current year)% |
| <b>Total tax levy on all properties</b>    | 2019 levy                                                            | (2020 proposed rate x current total value)/100                       | (Increase/Decrease) of (nominal difference between preceding year levy and proposed levy for current year), or (percentage difference between preceding year levy and proposed levy for current year)%                                                                                                                                                                       |

***(If the tax assessor for the taxing unit maintains an internet website)***

For assistance with tax calculations, please contact the tax assessor for the City of Colleyville, TX  
(name of taxing unit)  
at 817-503-1000 or taxinfo@colleyville.com, or visit www.tarranttaxinfo.com  
(telephone number) (email address) (internet website address)  
for more information.

***(If the tax assessor for the taxing unit does not maintain an internet website)***

For assistance with tax calculations, please contact the tax assessor for the City of Colleyville, TX  
(name of taxing unit)  
at 817-503-1000 or taxinfo@colleyville.com.  
(telephone number) (email address)

## **ORDINANCE O-20-2135**

**LEVYING TAXES FOR THE OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR 2021; ESTABLISHING THE AD VALOREM TAX RATE OF \$0.304365 PER ONE HUNDRED DOLLARS VALUATION; PROVIDING FOR APPORTIONMENT OF TAXES FOR INTEREST AND SINKING FUND FOR CERTAIN BOND INDEBTEDNESS AND FOR GENERAL OPERATING NEEDS, PROVIDING PENALTIES AND INTEREST FOR THE DELINQUENT TAXES, AND TO BECOME EFFECTIVE ON OCTOBER 1, 2020**

**WHEREAS,** a budget has been adopted by the City Council of the City of Colleyville, Texas, covering the proposed expenditures of the municipal government of the City of Colleyville for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; and

**WHEREAS,** said budget reflects the needs for revenue to meet the expenses proposed therein; and

**WHEREAS,** the City is required to accumulate an Interest and Sinking Fund for certain outstanding bond indebtedness; and

**WHEREAS,** the City Council desires to lower the current tax rate to the effective tax rate, to provide relief to property owners from increasing property values.

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

Sec. 1. THAT there is hereby levied an ad valorem tax that shall be collected for the use and support of the municipal government of the City of Colleyville. It shall provide the legally required Interest and Sinking Fund for certain outstanding bond indebtedness during the 2021 Fiscal Year. Such tax shall be levied upon all property, real, personal, or mixed within the corporate limits of Colleyville, Texas, which is subject to taxation. The rate of tax shall be \$0.304365 on each \$100.00 property assessment. Said tax levied for and apportioned to the following specific purposes:

A. For the General Fund, a tax rate of \$0.289441 is levied.

B. For the Interest and Sinking Fund, a tax rate of \$0.014925 is levied.

Sec. 2. THAT taxes levied by this ordinance shall be due and payable on

the first day of October 2020, and shall become delinquent on the first day of February 2021, if unpaid. Upon taxes becoming delinquent, interest and penalty will be added as required in Section 33.01 of the Texas Property Tax Code, and shall commence on the first day of February 2021. The City of Colleyville is hereby authorized to adopt any and all legal remedies provided by the Texas Property Tax Code for the purpose of collecting delinquent taxes.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

The second reading and public hearing being conducted on the 15<sup>th</sup> day of September 2020.

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

Mayor Richard Newton \_\_\_\_\_  
Place 1, Tammy Nakamura \_\_\_\_\_  
Place 3, Kathy Wheat \_\_\_\_\_  
Place 4, George Dodson \_\_\_\_\_

Mayor Pro Tem Bobby Lindamood \_\_\_\_\_  
Place 5, Chuck Kelley \_\_\_\_\_  
Place 6, Callie Rigney \_\_\_\_\_

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor

**APPROVED AS TO FORM:**

Whitt L. Wyatt  
City Attorney



# **PROPERTY TAX RATE**

# Proposed FY 2021 Property Tax Rate



**2019 (FY20) Adopted Rate: \$0.306807**

I&S Tax Rate: \$0.016379

M&O Tax Rate: \$0.290428

**2020 (FY21) NNR Rate: \$0.310644**

I&S Tax Rate: \$0.014924

M&O Tax Rate: \$0.295720

**2020 (FY21) Adjusted Rate: \$0.304365**

I&S Tax Rate: \$0.014924

M&O Tax Rate: \$0.289441

**Tax Rate decrease: (\$0.002442)**

| Budget Year | Average Residential Property Value | Property Tax Rate | Average Property Tax Payment - City |
|-------------|------------------------------------|-------------------|-------------------------------------|
| 2012        | \$396,817                          | \$0.3559          | \$1,412.28                          |
| 2013        | \$397,889                          | \$0.3559          | \$1,416.09                          |
| 2014        | \$406,040                          | \$0.3559          | \$1,445.10                          |
| 2015        | \$421,497                          | \$0.3559          | \$1,500.11                          |
| 2016        | \$423,650                          | \$0.3559          | \$1,507.77                          |
| 2017        | \$460,461                          | \$0.33913         | \$1,561.56                          |
| 2018        | \$500,748                          | \$0.333834        | \$1,671.67                          |
| 2019        | \$521,831                          | \$0.320800        | \$1,674.03                          |
| 2020        | \$552,770                          | \$0.306807        | \$1,695.94                          |
| 2021        | \$562,115                          | \$0.310644        | \$1,746.18                          |
| *2021       | \$562,115                          | \$0.304365        | \$1,710.88                          |

\* New calculation lowers average bill by \$35.30 annually from calculated no-new-revenue rate

# FY 2021 Property Tax Rate



## Colleyville reduces tax rate below No-New-Revenue

*Tax rate that brings in the same property tax revenue for next fiscal year (FY2021) as the current fiscal year (FY2020), excluding new growth.*

2019 (FY20) Tax Rate: \$0.306807

I&S Tax Rate: \$0.016379

M&O Tax Rate: \$0.290428

**2020 (FY21) Proposed Rate: \$0.304365**

**I&S Tax Rate: \$0.014925**

**M&O Tax Rate: \$0.289441**

**Tax Rate Reduction: \$0.002442**



# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 6d

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2136

**Type** Ordinance

**Department** City Manager

## **Title**

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

## **Strategic Plan**

2.1 Provide responsive, efficient city services

3.2 Ensure regular repair and replacement of water and wastewater facilities

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the September 1, 2020 City Council meeting.

### ***First Reading and Public Hearing***

This agenda item provides for formal consideration and approval of updated water, wastewater and capital improvement plan base rates.

On November 15, 2016, the City Council approved Ordinance O-16-1996, implementing the recommendations of the Water and Wastewater Rate Advisory Committee. This ordinance established a new rate structure in which City operating costs are recovered through base rates and volumetric rates are set to pass through the costs charged by the Trinity River Authority (TRA).

On September 19, 2017, the City Council approved Ordinance O-17-2031 implementing the recommendations of the Water and Wastewater Rate Advisory Committee. This ordinance established the Capital Improvement Plan (CIP) base rate to fund future capital projects.

City operating costs are established annually as a part of the budget process and the Fiscal Year 2021 proposed Utility Fund budget that was presented to the City Council at the Budget Worksession on August 4, 2020.

FY 2021 water and wastewater base rates were calculated based on the revenue necessary to cover the proposed FY 2021 operating costs.

Staff recommends:

- Using the funding model proposed by the Water and Wastewater Rate Advisory Committee, which met August 24, 2020, to increase the current water and wastewater base rates and Utility Capital Improvement Plan (CIP) base rate to fund future utility capital projects.

**Financial Impact**

Adoption of this ordinance will provide the revenue to fund the City's operating costs for water and wastewater service in FY 2021, as well as generate an estimated \$424,757 for future utility CIP projects.

**Recommendation**

Approve

**Attachments**

1. Base Rates Presentation
2. Ordinance O-20-2136



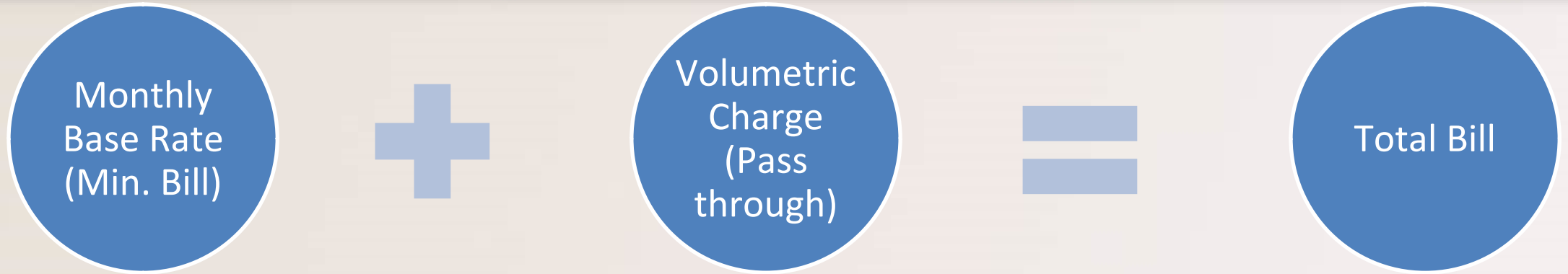
## ➤ **Ordinance O-16-1996:**

- ☐ Approved on November 15, 2016
- ☐ Established a new rate structure:
  - ✓ City operating costs are recovered through base rates and
  - ✓ Volumetric rates are set to pass through the costs charged by the Trinity River Authority

## ➤ **Ordinance O-17-2031:**

- ☐ Approved on September 19, 2017
- ☐ Established the Capital Improvement Plan (CIP) base rate to fund future capital projects.

# Base Rates



- Fixed monthly charges calculated based on the amount of revenue necessary to recover the City's operating costs.
  - ✓ Water Base Rate
  - ✓ Wastewater Base Rate
  - ✓ Capital Improvement Plan (CIP) Rate

➤ Effective Date: October 1

- TRA bills Colleyville for water and wastewater treatment.
  - ✓ WATER: Based on volume of treated water purchased
  - ✓ WASTEWATER: Based on volume of wastewater treated
  - ✓ DEBT SERVICE: Based on Colleyville's proportional share of water use within the Tarrant County Water Supply Project and proportional share of wastewater flows for Central Regional Wastewater System

➤ Effective Date: December 1

- Colleyville bills customers:
  - ✓ A base rate to recover the operating costs.
  - ✓ A volumetric rate based on projected payments to TRA

# CIP Rates



Rate Change Graph



# Rate Totals

## FY 2021 Recommendation

Slight increases to water/wastewater base rates  
Recommended increase to CIP rate

## **ORDINANCE O-20-2136**

### **AMENDING SECTION 3 – SERVICE CHARGES OF THE WATER AND SEWER POLICY AND PROCEDURE MANUAL OF THE CITY OF COLLEYVILLE, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** water and wastewater base rates are set to recover the City’s annual operating costs for the utility system; and

**WHEREAS,** the Fiscal Year 2021 Utility Fund operating budget has been proposed and the required base rates to fund said budget have been calculated; and

**WHEREAS,** the City Council desires to maintain base rates in total by lowering the water base rate, lowering the wastewater base rate, and increasing the base rate for funding of utility capital projects.

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

Sec. 1. THAT Section 3 – Service Charges of the Water and Sewer Policy and Procedure Manual of Colleyville, Texas, which is “Appendix A” of the Colleyville Code be replaced in its entirety to read as follows:

#### **Sec. A. - Water rates.**

The following base and volumetric charges shall apply to residential and non-residential water customers. Base charges for out-of-city customers shall be \$4.00 higher than the charge for in-city customers.

|                                              |         |
|----------------------------------------------|---------|
| Base charge per month for in-city customers: |         |
| Water meters 1 inch or less                  | \$13.58 |
| Water meters of 1.5 inches                   | \$27.16 |
| Water meters of 2 inches                     | \$43.45 |
| Water meters of 3 inches                     | \$81.47 |



|                                                  |          |
|--------------------------------------------------|----------|
| Water meters of 4 inches                         | \$135.78 |
| Base charge per month for out-of-city customers: |          |
| Water meters 1 inch or less                      | \$17.58  |
| Water meters of 1.5 inches                       | \$31.16  |
| Water meters of 2 inches                         | \$47.45  |
| Water meters of 3 inches                         | \$85.47  |
| Water meters of 4 inches                         | \$139.78 |
| Volumetric charge per 1,000 gallons              | \$4.47   |

***Rates for fire hydrant meters:***

The use of fire hydrant meters shall only be allowed within the Colleyville city limits. The use of the fire hydrant meters shall be limited to a period of no more than 90 cumulative calendar days. Under special conditions, a customer may submit a written request to the public works department for use of a fire hydrant meter for a period longer than 90 cumulative calendar days, subject to public works director approval. In considering special condition(s), the public works director shall not consider requests which are necessary to relieve a self-created or personal hardship, failure of performance by a contractor, nor for financial reasons. In considering the customer request, the public works director shall solicit the recommendation of the fire chief and fire marshal in consideration of the request. Further, the public works director shall consider alternative means available to the customer. If special condition(s) are approved by the public works director, in no case shall the meter be used for more than an additional 30 calendar days. The public works director may provide a written ruling within 15 working days of receipt of the customer's written request.

In the event a request for special condition(s) is denied by the public works director, customer shall, within 14 calendar days, make written appeal to the city manager of the public works director's decision. The city manager shall render a written decision within 30 working days of receipt of the customer's appeal. Such decision by the city manager shall be final and not appealable to the city council.

For purposes of this section, written communication shall be considered communication, which is deposited with the United States Postal Service for delivery.

The user must submit in writing, the location of where the meter will be used and such meter shall be used exclusively at the location on record with the city. For purposes of this section, the use of a meter shall be allowed cumulatively for only one location within an individual subdivision and/or development.

For a period of 90 cumulative calendar days after a meter is returned and read by the city, a user shall not be permitted to check out another meter for use at the same designated location, as defined herein.

The monthly base charge for a fire hydrant meter shall be \$50.00. Water usage for a fire hydrant meter shall be charged at a rate of \$4.47 per 1,000 gallons of water used.

The customer shall be in possession of and responsible for the meter. The customer will be responsible for bringing the meter to the public works service center by the 20th of each month for reading. The customer is required to use a proper fire hydrant wrench for operation of the fire hydrant. The customer shall be responsible for any damage and repair, as reasonably determined by the city, to the fire hydrant or the fire hydrant meter by the use of a temporary water meter.

The customer will be required to provide for any backflow device necessary to meet the current city ordinance for protection of the city's drinking water supply.

The City of Colleyville, Tarrant County, and Texas Department of Transportation (TxDOT) shall be exempt from the provisions of this policy.

## **Sec. B. - Sewer rates.**

This schedule of rates per month or fraction thereof shall be the basis for determining charges to all customers for rendering sanitary sewage service, where the sewage produced by such customer is a normal strength wastewater (170 mg/l BOD and 260 mg/l suspended solids) and where such customer is located within the City of Colleyville. The base charge for non-residential customers shall be \$6.00 higher than the charge for residential customers.

|                                                      |         |
|------------------------------------------------------|---------|
| A base charge per month shall be charged as follows: |         |
| Residential customers                                | \$11.60 |
| Non-residential customers                            | \$17.60 |

A monthly sewer volume charge shall also be charged to all customers as set forth hereinafter. The sewer volume charge for residential customers will be based upon the individual customer's average monthly water use during the months of December, January and February. Where no preceding winter quarter average is available from records, a volume of 9,000 gallons shall be used for this volume charge.

The monthly sewer volume charges to commercial and industrial class customers will be based on total water use each month as measured by appropriate meters, with the provision that if a customer can show to the satisfaction of the public works director that a significant portion of the metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the director of public works.

|                                    |        |
|------------------------------------|--------|
| Volumetric rate per 1,000 gallons: | \$3.17 |
|------------------------------------|--------|

### **Sec. C. – Capital Projects rates.**

The following base charges shall apply to residential and non-residential customers to provide funding for utility capital projects necessary to maintain the utility system:

|                                                              |         |
|--------------------------------------------------------------|---------|
| Base charge per month for in-city and out-of-city customers: |         |
| Water meters 1 inch or less                                  | \$3.93  |
| Water meters of 1.5 inches                                   | \$7.28  |
| Water meters of 2 inches                                     | \$11.30 |

|                          |         |
|--------------------------|---------|
| Water meters of 3 inches | \$20.67 |
| Water meters of 4 inches | \$34.05 |

**Sec. D. – Billing; delinquent penalty.**

All charges for services furnished or rendered by the City of Colleyville Utility Department are due and payable on the date bill is received. If payment is not received within sixteen days of the billing date a (10%) penalty will be imposed for failure to pay by the due date of the bill.

In the event the meter is not delivered to the city for reading, a penalty fee would be imposed as follows:

|          |                                |
|----------|--------------------------------|
| \$100.00 | 1 <sup>st</sup> missed reading |
| 200.00   | 2 <sup>nd</sup> missed reading |
| 300.00   | 3 <sup>rd</sup> missed reading |

After the third missed reading, the security deposit will be forfeited and the City of Colleyville will revoke the use of the fire hydrant meter.

**Sec. E. – Discontinuance of service, notice; reconnection fee.**

1. In the event that any month's charges remain delinquent and unpaid at the time of a subsequent billing's due date, the user or customer shall receive a cut-off notice which will be mailed no later than two working days after the subsequent billing's due date. Services will be disconnected if any arrearages over 30 days are not paid within six working days of the cut-off notice. Where service has been discontinued for failure to pay for service rendered, a charge of \$25.00 shall be made for each meter disconnected before said service shall be restored. In the event the customer requests reconnection at hours other than 8:00 a.m. to 4:30 p.m., said reconnect fee shall be increased to \$75.00.

Sec. 2. THAT the effective date of this ordinance shall be for the bills sent out starting October 1, 2020.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

The second reading and public hearing being conducted on the 15<sup>th</sup> day of September 2020.

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| 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





# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 6e

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2137

**Type** Ordinance

**Department** City Manager

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## **Title**

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

## **Strategic Plan**

2.1 Provide responsive, efficient city services

2.4 Demonstrate stewardship of public resources

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the September 1, 2020 City Council meeting.

### ***First Reading and Public Hearing***

As a part of the annual budget process, staff reviews the fees charged by the City and proposes new fees, revisions of current fees, or deletions of fees. A discussion on fee changes was held at the July 7, 2020, City Council Worksession. Proposed fee changes to the Colleyville Library STEAM Kits, Permits, Recreation instructor compensation, and Colleyville Center and Business Center rental fees are redlined in attached Exhibit A.

## **Financial Impact**

Approval of the recommended fee changes is not anticipated to have a substantial revenue impact, but ensures that the City's fee schedule is updated regularly and that user-based services are not subsidized with general tax dollars to the extent possible.

## **Recommendation**

Approve

## **Attachments**

1. Exhibit A Fees FY2021 redline
2. Exhibit A Fees FY2021 clean
3. Ordinance O-20-2137

Sec. 2-26. - Fees and charges for city services.

(a) The following fees will be in effect in all city departments:

Notary fee (non-city related business): As prescribed by V.T.C.A., Government Code § 406.024.

(b) City secretary services:

Records request research, per hour ..... \$15.00

Document certification (per transaction) ..... 8.00

The city will charge fees for public information per Texas Government Code, Chapter 552 in accordance with the Administrative Code, Title I, Part 3, Chapter 70.

(c) Financial services:

New utility account processing ..... \$2.00

Confidentiality of utility records request processing ..... 2.00

Parking violation court cost fee ..... 5.00

Failure to appear warrant fee ..... 25.00

Broken/damaged/cut lock or tie ..... 25.00

(d) Police services:

Accident reports ..... \$6.00

Fingerprinting—First card ..... 10.00

Fingerprinting—Each additional card ..... 5.00

Conduct letters:

For original ..... 10.00

For each additional ..... 5.00

Miscellaneous police reports ..... 2.00

Press release of police report ..... 1.00

(e) Animal services:

Daily care of impounded animals, per day ..... \$10.00

Each additional impounded animal, same owner, per day ..... 10.00

Removal and disposal of live unwanted pets ..... 30.00

Animal impound fee (second impounding) ..... 50.00

Animal impound fee (third impounding) ..... 75.00

Animal impound fee (fourth impounding) ..... 150.00

Animal impound fee (fifth and greater impoundings) ..... 150.00

Removal of individually trapped animals (private trap, if inappropriate for animal or incompatible with use of syringe pole for euthanasia) ..... 30.00

(f) Fire prevention:

Fire alarm systems and Access Control Systems:

Plans review (new, alteration, or relocation) ..... \$70.00

Inspection of system once in place:

| Number of Devices            | Fee    |
|------------------------------|--------|
| 1 to 10                      | 75.00  |
| 11 to 25                     | 100.00 |
| 26 to 100                    | 200.00 |
| 101 to 200                   | 275.00 |
| 201 to 500                   | 500.00 |
| Per device for each over 500 | 1.00   |

Fire sprinkler systems—Above ground:

Plans review (new, alteration, or relocation) ..... 150.00

Inspection of system once in place:

| <i>Number of heads</i>             | <i>Fee</i> |
|------------------------------------|------------|
| 1 to 19 heads                      | 75.00      |
| 20 to 100 Heads                    | 100.00     |
| 101 to 300 Heads                   | 200.00     |
| 301 to 1,000 Heads                 | 400.00     |
| Per head for each over 1,000 heads | 1.00       |

Fire sprinkler systems—Underground:

Fire Sprinkler System (Relocation or modification) three sets of detailed plans

- a. Inspection is required before ditch is covered
- b. 2 hour/200 lb. test is required ..... 50.00

Licensing inspections:

Hospitals ..... 100.00

Nursing/long term care homes ..... 75.00

Day care/mothers' day out ..... 50.00

Foster and adoptive homes ..... 10.00

Home inspection—Insurance ..... 50.00

Permits and miscellaneous fees:

Fixed fire protection system (new, alteration, or relocation) three sets of detailed plans ..... 50.00

Security gates (required three sets of detail plans) plus \$25.00 per required sign ..... 50.00

Storage of flammable or combustible liquids at construction sites ..... 50.00

Installation of compressed natural gas (CNG) container or stations ..... 50.00

Removal, relocation of compressed natural gas (CNG) container or station ..... 50.00

Installation of liquid petroleum gas (LPG) container ..... 50.00

Removal, relocation of liquid petroleum gas (LPG) container ..... 50.00

Installation of liquefied natural gas (LNG) container or station ..... 50.00

Removal, relocation of liquefied natural gas (LNG) container or station ..... 50.00

Spray booths (new) three sets of detailed plans ..... 50.00

Spray booths (modification or relocation) three sets of detailed plans ..... 50.00

Carnivals and fairs—Site plan and layout of vendors required ..... 50.00

Fireworks display—Site inspection is required ..... 100.00

Flammable and combustible liquids:

- a. Repair or modify a pipeline ..... 100.00
- b. Product removal from underground storage tank ..... 50.00
- c. Status change in product facilities ..... 50.00
- d. Change type of contents in liquid tank(s) ..... 50.00

Occupant load increase ..... 50.00

Pyrotechnical special effects ..... 100.00

Tents (any size) ..... 50.00

Impervious Coverage Permit \$100.00

- (g) Response related to natural gas leaks and hazardous materials releases: Recovery of expenses related to natural gas leaks and hazardous materials releases caused by contractors or carriers which require an on scene response where city staff are unavailable for other emergencies for one hour or more and incidents involving negligence related to drug and/or alcohol impairment will be billed for public safety services if the incident involved any criminal offense greater than a Class C misdemeanor will be as follows:

Employee costs—Actual employee salary costs during the incident.

Emergency vehicle use fees:

Ambulance—To 210 HP, per hour ..... \$ 41.00

Police car—Patrolling, per mile ..... 0.63

Police car—Stationary, per hour ..... 18.00

Fire truck—1500 GPM, per hour ..... 95.00

Fire truck—2000 GPM, per hour ..... 105.00

Ladder truck—At least 75 feet, per hour ..... 145.00

- (h) Development fees—Planning and zoning services:

Preliminary plat, Final plat, or Replat ..... \$500.00

plus, per lot ..... 7.50

Minor plat ..... 250.00

Amending plat ..... 250.00

Rezoning application ..... 500.00

plus, per acre ..... 5.00

PUD application ..... 750.00

plus, per acre ..... 5.00

Amendment to existing PUD to add, delete, or change a special condition to an existing PUD ordinance ..... 450.00

SUP application ..... 500.00

plus, per acre ..... 5.00

SUP residential accessory building ..... 250.00

SUP residential carport ..... 250.00

SUP alcoholic beverage sales ..... 500.00



ZBA variance and appeal application ..... 250.00

Sign board appeal ..... 250.00

Tree mitigation appeal ..... 250.00

Site plan application review ..... 250.00

Landscape plan application review ..... 250.00

Zoning verification letter ..... 50.00

(i) Development fees:

Permanent sign permits ..... 75.00

Temporary sign permits ..... 50.00

exception: grand opening ..... 0.00

Sign recovery fee ..... 25.00

**Network Provider Fees**

|                                                                                                            |                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Small cell application fee<br>(this penalty shall not exceed<br>and is capped by statutory<br>limits)      | \$500.00 (1-5 network notes); \$100.00 (each additional network node);<br>\$1,000.00 per pole                                                                                                                                                                                                                  |
| Small cell user fees (this<br>penalty shall not exceed and<br>is capped by statutory limits)               | \$270.00 annually for each network node                                                                                                                                                                                                                                                                        |
| Transport facility monthly<br>user fee (this fee shall not<br>exceed and is capped by<br>statutory limits) | \$28 multiplied by the number of the network provider's network nodes<br>located in the public right-of-way for which the installed transport<br>facilities provide backhaul, until the time the network provider's payment<br>to the city exceeds its monthly aggregate per month compensation to the<br>city |

(j) Development fees—Plan review, inspection, and permit fees:

*Permit fees.* The schedule of permit fees shall be in accordance with the ~~fee schedules contained in the 1997 Uniform Administrative Code as follows~~ fee schedule below:

~~(1) Table 3-A—Building Permit Fees~~

~~(2) Table 3-B—Electrical Permit Fees~~

~~(3) Table 3-C—Mechanical Permit Fees~~

(4) Table 3-D—Plumbing Permit Fees

*Calculating construction values.* The construction values used for calculating permit fees shall not be less than the most recent building valuation data published by the International ~~Conference of Building Officials~~Code Council. Said permit fees shall be adjusted on an annual basis for permit applications received on or after the 1st day of June using the most recent edition of the building valuation data. The regional modifier of 0.93 shall be applied to the building valuation data used for calculating construction values.

~~*Plan review fee.* When a plan or other data are required to be submitted by the building code, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees specified in this subsection are separate fees and are in addition to the permit fees. No additional plan review fee shall be charged where plans are incomplete or for reviewing a construction plan that has been previously reviewed and resubmitted with corrections. Where construction plans are changed to a new proposal or where a third plan review is necessary, an additional plan review fee is required.~~

| <u>COMMERCIAL PERMIT FEE SCHEDULE</u> |                                                                                   |
|---------------------------------------|-----------------------------------------------------------------------------------|
| <u>Total Valuation</u>                | <u>Fee</u>                                                                        |
| <u>\$1.00 to \$500.00</u>             | <u>\$50.00</u>                                                                    |
| <u>\$501.00 to \$2,000.00</u>         | <u>\$50.00 for the first \$500.00 + \$4.00 per each added \$100.00</u>            |
| <u>\$2001.00 to \$25,000.00</u>       | <u>\$75.00 for the first \$2,000.00 + \$16.00 per each added \$1,000.00</u>       |
| <u>\$25,001.00 to \$50,000.00</u>     | <u>\$500.00 for the first \$25,000.00 + \$13.50 per each added \$1,000.00</u>     |
| <u>\$50,001.00 to \$100,000.00</u>    | <u>\$750.00 for the first \$50,000.00 + \$8.25 per each added \$1,000.00</u>      |
| <u>\$100,001.00 to \$500,000.00</u>   | <u>\$1,250.00 for the first \$100,000.00 + \$6.25 per each added \$1,000.00</u>   |
| <u>\$500,001.00 to \$1,000,000.00</u> | <u>\$4,000.00 for the first \$500,000.00 + \$5.50 per each added \$1,000.00</u>   |
| <u>\$1,000,001 and up</u>             | <u>\$7,500.00 for the first \$1,000,000.00 + \$5.00 per each added \$1,000.00</u> |

*Residential Building Permit Fees.* (Fee for a Residential building permit includes Building Permit, Building e-Permit, Plumbing Permit, and Mechanical Permit)

1. New Residential: (One-and-Two Family Dwellings and Additions).....\$1.00/sf area under roof

2. Alteration/Remodel and Accessory Structures: (Area within previously permitted space and detached structures).....\$0.80/sf protect area

*Inspection charges.* Permit fees shall include the cost of all required inspections.

*Reinspection fees.* If the code official is required to make a reinspection, the following fees shall apply: (1) The first reinspection fee shall be \$75.00; (2) The second, and any subsequent, reinspection fee shall be \$125.00. Failure to pay such charges as provided in this code may result in the forfeiture of the right of such contractor to obtain other permits until such charges are paid.

*Fees due.* All building permit fees shall be due when the permit is issued.

*Fee refunds.* The code official shall be authorized the refunding of fees as follows:

- (1) The full amount of any fee paid hereunder that was erroneously paid or collected.
- (2) Not more than 90 percent of the permit fee when no work has been done under a permit issued in accordance with this code.
- (3) Not more than 90 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Sport court (concrete, nets, fencing, lighting) ..... \$100.00

Lot grading and drainage compliance fee ..... 125.00

New residence plan review ..... 350.00

Residential addition and remodel plan review ..... 150.00

Commercial plan review fee ..... 65% of building permit fee

Swimming pool plan review fee ..... 50.00

Water well drilling permit ..... 50.00

Irrigation system permit ..... 75.00

Fence permit ..... 75.00

Masonry screening fence permit ..... 125.00

Retaining wall ..... 125.00

Swimming pool permit ..... 300.00

Spas, Hot Tubs, or Fountains ..... 200.00

Re-roofing permit (one square or more) ..... 50.00

Grading and earthwork permit ..... 75.00

Curb cut permit ..... 55.00

Driveway approach permit ..... 75.00

Temporary construction trailer ..... 100.00

Temporary event permit ..... 100.00

Temporary use permit ..... 100.00

Temporary use permit—Portable storage structure ..... 25.00

Used/obsolete street sign purchase fee (per sign) ..... 25.00

Certificate of Occupancy or re-occupancy ..... 100.00

Temporary certificate of occupancy ..... 250.00 (per month)

Contractor registration fee ..... 100.00 (per 12 month period)

Construction concealment fee (for work performed without inspections) ..... 350.00

Special inspection fee ..... 100.00/hour (min. 2 hours)

Additional plan review ..... 50.00 per plan review

Water heater replacement ..... 75.00

HVAC equipment replacement ..... 75.00

Building E-Permit..... \$75.00

Mechanical Permit..... \$75.00

Plumbing Permit..... \$75.00

Performing Work w/o – MEP, Irrigation, Fence, Roof, Sign, Well..... \$250.00

Homestead Exemption 50% Discount – (Owner acting as GC, except NSF permits)

Application for Encroachment and Joint Use Agreement:

| Document Length | Fee |
|-----------------|-----|
| 1 to 10 pages   | 120 |
| 11 to 20 pages  | 160 |
| 21 to 30 pages  | 200 |
| Over 30 pages   | 240 |

Weed mowing administrative fee ..... 120.00

Weed mowing violation notification letter fee (second and all following notification letters within current calendar year) ..... 50.00

Weed mowing fee, per acre ..... 175.00

Demolition fee ..... 50.00

Brush abatement fee:

Actual expenses incurred, not to exceed the estimated value of the affected property.

Sidewalk waiver request general waiver request to a Land Development Code or Code of Ordinances requirement ..... 250.00

(k) Charges related to oil and gas wells:

Gas and oil well permit fee (per well bore) ..... \$10,000.00

Gas well special use permit fee (per pad site) ..... 15,000.00

Seismic survey permit ..... 250.00

Pipeline permit ..... 2,500.00

(l) Public infrastructure plan review and inspection: Prior to the commencement of any public infrastructure improvements associated with private development, the developer shall pay the city a plan review and inspection fee as follows:

Engineering plan review fee—Two percent of the actual cost of the public improvements

Engineering inspection fee—Three percent of the actual cost of the public improvements

Construction materials testing fee—One percent of the actual cost of the public improvements

For each additional review after the second submittal ..... \$250.00

Inspections performed outside of regular business hours for the construction of public infrastructure projects ..... 50.00 per hour

(m) Recreation:

City sponsored activities—The fee for the city park and recreation sponsored recreation and athletic activities not covered elsewhere shall be calculated for respective activity based upon the estimated costs of conducting such activity (including such items as materials, instructors, umpires, scorekeeper, trophies and other direct program costs) plus an administrative fee, or shall be as stipulated by nationally or statewide recognized athletic organizations.

Nonresident programming fee ..... \$5.00 per class/course

#### Recreation Instructor Compensation:

- Indoor Recreation Program Instructors – 70% of total fees collected (instructor) and 30% of total fees collected (City)
- Outdoor Recreation Program Instructors – 80% of total fees collected (instructor) and 20% of total fees collected (City)

Senior center annual membership required for participation in all activities:

Colleyville resident ..... Free

Non-Colleyville resident ..... 10.00



Senior center membership card replacement fee:

Colleyville resident ..... 2.00

Non-Colleyville resident ..... 2.00

(n) Parks:

Youth sports associations:

Athletic field use fees:

Colleyville residents (per participant/per season/per association) ..... \$5.00

Non-Colleyville residents (per participant/per season/per association) ..... 5.00

Non-Colleyville resident Fee: A fee of \$20.00 shall be charged to each non-resident, per participation in each organized sports association per season.

Field rental fees:

| Field                              |                         | No lights/with lights        | Time                       |
|------------------------------------|-------------------------|------------------------------|----------------------------|
| Reagan Park                        | Resident<br>Nonresident | 35.00/50.00<br>60.00/100.00  | Per 2 hours<br>Per 2 hours |
| City Park                          | Resident<br>Nonresident | 50.00/80.00<br>100.00/180.00 | Per 2 hours<br>Per 2 hours |
| Pleasant Run Park (Game Field)     | Resident<br>Nonresident | 50.00/80.00<br>125.00/175.00 | Per 2 hours<br>Per 2 hours |
| Pleasant Run Park (Practice Field) | Resident<br>Nonresident | 35.00/50.00<br>60.00/100.00  | Per 2 hours<br>Per 2 hours |

Rental fees:

Park pavilion rental per hour (no minimum):

Colleyville residents ..... \$20.00

Non-Colleyville residents ..... 30.00

Tennis court rental-Per person (per one and one-half hour increment): ..... 3.00

McPherson Park group pavilion rental per hour (no minimum):

Colleyville residents ..... 40.00

Non-Colleyville residents ..... 70.00

Wedding event in a park without amenities ..... 100.00

Senior Center: rooms available include the Blue Bonnet Room, Computer Room, and Cowboy Room.

Rental Fee ..... 5.00

Deposit (refundable) ..... 50.00

Webb House:

Monday through Thursday, 8am – 10pm

Colleyville resident ....\$30.00/hr; 3-hour minimum

Non-Colleyville resident ....\$60.00/hr; 3-hour minimum

Friday through Sunday, 8am – 10pm

Colleyville resident ....\$40.00/hr; 3-hour minimum

Non-Colleyville resident ....\$90.00/hr; 3-hour minimum

Deposit (refundable) ....\$200.00

(o) Colleyville center fees and charges:

**Non-Resident and Business—Standard Rates**

| Room                        | * Weekday rate                                                                                        | Prime weekend<br>Fri/Sat/Sun                                             |
|-----------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
|                             | Four-hour block of time, except for entire building rental which is <del>eight</del> <u>ten</u> hours | <del>Eight</del> <u>Ten</u> -hour rental                                 |
| Small conference room       | \$200.00                                                                                              | Entire building rental only                                              |
| North hall                  | \$375.00                                                                                              | Entire building rental only                                              |
| South hall                  | \$375.00                                                                                              | Entire building rental only                                              |
| North & South Hall Combined | \$700.00                                                                                              | Entire building rental only                                              |
| Entire building             | \$2,100.00 weekday                                                                                    | Friday and Sunday<br><del>\$2,100</del> <u>500</u> .00<br>Prime Saturday |

|                                    |                                                                             |                                       |
|------------------------------------|-----------------------------------------------------------------------------|---------------------------------------|
|                                    |                                                                             | <del>\$2,500</del> <u>\$3,000</u> .00 |
| Bluebonnet<br>Courtyard            | \$300.00<br>Available as add-on when renting<br>North & South Hall Combined | Included in rental fee                |
| Garden plaza<br>(Including chairs) | \$300.00                                                                    | \$300.00                              |
| <u>Décor Fee</u>                   | <u>\$300</u>                                                                | <u>\$300</u>                          |

Sanitation Fee    \$50-75 per rental contract

\* Includes tables, chairs, and all add-ons listed in the video, audio, and room set sections of the administrative fee schedule.

**Colleyville Resident/Business—With 20% Discount**

| Room                           | * Weekday rate                                                                                           | Prime weekend<br>Fri/Sat/Sun                              |
|--------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
|                                | Four-hour block of time, except for entire building<br>rental which is <del>eight</del> <u>ten</u> hours | <del>Eight</del> <u>Ten</u> -hour rental                  |
| Small conference room          | \$160.00                                                                                                 | Entire building<br>rental only                            |
| North hall                     | \$300.00                                                                                                 | Entire building<br>rental only                            |
| South hall                     | \$300.00                                                                                                 | Entire building<br>rental only                            |
| North & South Hall<br>Combined | \$560.00                                                                                                 | Entire building<br>rental only                            |
| Entire building                | \$1,680.00<br>weekday                                                                                    | \$1,680<br>Friday and Sunday<br>\$2,000<br>Prime Saturday |
| Bluebonnet Courtyard           |                                                                                                          | Included in rental fee                                    |

|                                 |                                                                             |          |
|---------------------------------|-----------------------------------------------------------------------------|----------|
|                                 | \$300.00<br>Available as add-on when renting<br>North & South Hall Combined |          |
| Garden plaza (including chairs) | \$300.00                                                                    | \$300.00 |

\* Includes tables, chairs, and all add-ons listed in the video, audio, and room set sections of the administrative fee schedule.

#### Colleyville Based Non-Profit and Civic Organizations

| Room                            | * Weekday rate                                                                  | Prime weekend Fri/Sat/Sun                                                           |
|---------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                                 | Four-hour block of time, except for entire building rental which is eight hours | Eight-hour rental                                                                   |
| Small conference room           | \$90.00                                                                         | Entire building rental only                                                         |
| North hall                      | \$120.00                                                                        | Entire building rental only                                                         |
| South hall                      | \$120.00                                                                        | Entire building rental only                                                         |
| North & South Hall Combined     | \$210.00                                                                        | Entire building rental only                                                         |
| Entire building                 | \$450.00 weekday                                                                | 50% discount Friday and Sunday \$1,050.00<br>20% discount prime Saturday \$2,000.00 |
| Bluebonnet Courtyard            | Included in full building or North & South Hall Combined rental fee             |                                                                                     |
| Garden plaza (including chairs) | \$450.00                                                                        | \$450.00                                                                            |

| Administrative Fees                                 |                                   |                    |
|-----------------------------------------------------|-----------------------------------|--------------------|
|                                                     | Non-profit                        | Standard           |
| <b>Video</b>                                        |                                   |                    |
| LCD Projector per hour (portable and ceiling mount) | \$65.00 with weekday max \$150.00 | \$65.00            |
| LCD 220" rear screen HD projector per hour          | \$75.00 with weekday max \$200.00 | \$75.00            |
| Rolling video cart with electrical and extension    | \$2.00                            | \$10.00            |
| Stage front drop screen                             | \$10.00                           | \$40.00            |
| White board/flip chart with easel                   | \$20.00                           | \$20.00            |
| Easel                                               | \$15.00                           | \$15.00            |
| <b>Audio</b>                                        |                                   |                    |
| Baby grand piano                                    | \$100.00                          | \$100.00           |
| Stage lighting and sound board                      | \$200.00 + AV tech                | \$200.00 + AV tech |
| Podium with microphone                              | \$20.00                           | \$35.00            |
| Corded microphone on stand—One free with N/S hall   | \$15.00                           | \$15.00            |
| Wireless microphone (hand held or lapel)            | \$25.00                           | \$50.00            |
| Colored up lights                                   | \$200.00                          | \$200.00           |
| <b>Room set</b>                                     |                                   |                    |
| Linens (per linen) weekdays only                    | \$10.00                           | \$10.00            |
| Draped and skirted registration table               | \$15.00                           | \$15.00            |



|                                                                                                                    |                                                     |                                                                            |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------|
| Room change after final set (per table and chair set)                                                              | \$20.00                                             | \$20.00                                                                    |
| <b>Catering</b>                                                                                                    |                                                     |                                                                            |
| Kitchen Use/Food Service (when food is brought in) - flat fee based upon set up or attendance whichever is greater | \$1.00 per person weekday or weekend (\$300.00 max) | \$1.00 per person weekday<br>\$2.00 per person weekends (\$300.00 minimum) |
| Deluxe coffee service with condiments                                                                              | 15 cup carafe—\$15.00                               | 15 cup carafe—\$15.00                                                      |
| Water/soda service                                                                                                 | \$1.00 per bottle                                   | \$1.00 per bottle                                                          |
| <b>Miscellaneous</b>                                                                                               |                                                     |                                                                            |
| Copies 1—50—\$0.25 first copy, \$0.10 thereafter                                                                   | \$0.25/\$0.10                                       | \$0.25/\$0.10                                                              |
| <b>Deposits</b>                                                                                                    |                                                     |                                                                            |
| Entire building                                                                                                    | \$500.00                                            | \$1,000.00                                                                 |
| Grand hall                                                                                                         | \$300.00                                            | \$300.00                                                                   |
| Half hall (North or South)                                                                                         | \$200.00                                            | \$200.00                                                                   |
| Conference room                                                                                                    | \$50.00                                             | \$50.00                                                                    |

### **Miscellaneous Fees/Policies**

**Cancellation Policy**—Any cancellation of a Friday, Saturday, or Sunday entire building rental or combined north/south hall booking shall result in lessee forfeiting one-half of the deposit. If the cancellation is received 180 to 120 calendar days prior to the event, the lessee will forfeit all of the deposit. If the cancellation is received less than 120 calendar days prior to the event, the lessee will forfeit all monies paid to the Colleyville Center.

**Colleyville Center deposit forfeiture**—Up to \$1,000.00 will be retained from lessee deposit for failure to leave the premises (building and grounds) in as good or better condition than it was prior to being leased or for failure to pay outstanding balance of other fees.

**AV surcharge**—All rented audio visual equipment brought into the building by another vendor incurs a 15 percent charge of the Colleyville Center fee for same equipment.

**Non-profit donations**—Any not for profit organization that donates over \$50,000.00 to the Colleyville Center does not incur equipment fees. Supply and service fees are not included in this waiver. If a not for

profit organization donates a single piece of equipment, it becomes Colleyville Center property and use of that equipment by that organization does not incur equipment fees.

Discount for using local businesses—If a client uses three or more Colleyville businesses during their event, the center will provide complimentary colored up-lighting (\$200.00 value).

Additional rental hours—If a client requests to extend a rental of the entire building beyond their eight hour rental, additional hours will be available for an additional \$250.00 per hour, within the business hours of the center. The additional hours must be requested in advance. Fees will not be pro-rated for increments of time less than one hour.

Late fees—The Colleyville Center closes at 12:00 a.m. (midnight) on Friday and Saturday and 11:00 p.m. Sunday through Thursday. Should a client remain on the premises after the building is closed, a fee will be assessed at the rate of \$1,000.00 per hour until such time the building is vacated. Fees will not be pro-rated for increments of time less than one hour.

Colleyville Center rental hours—The Colleyville Center is available for rental from 8:00 a.m. to 11:00 p.m. Monday through Thursday, 8:00 a.m. to midnight on Friday, 11:00 a.m. to midnight on Saturday, and 11:00 a.m. to 11:00 p.m. on Sunday. Weekday rental rates apply Monday through 4:00 p.m. on Friday. Prime weekend rates apply 4:00 p.m. Friday through 11:00 p.m. Sunday. For holiday closures, the Colleyville Center may follow the schedule for City offices.

(p) Library:

**Colleyville Public Library  
Circulating Materials Restrictions**

| Materials                      | Loan period  | Limits * | Fees/fines **             | Renewal limits *** |
|--------------------------------|--------------|----------|---------------------------|--------------------|
| Fiction books                  | 21 days      | No limit | \$0.25 per day            | 5                  |
| Non-fiction books              | 21 days      | No limit | \$0.25 per day            | 5                  |
| Best sellers                   | 7 or 14 days | No limit | \$0.25 per day            | 5                  |
| Magazines                      | 7 days       | No limit | \$0.25 per day            | 5                  |
| Pamphlets                      | 7 days       | No limit | <del>\$0.25 per day</del> | 5                  |
| Feature-length DVDs (60 min.+) | 7 days       | 10       | \$1.00 per day            | 5                  |
| Educational/DVDs               | 7 days       | 10       | \$0.25 per day            | 5                  |

|                                 |                                  |                                               |                   |                  |
|---------------------------------|----------------------------------|-----------------------------------------------|-------------------|------------------|
| Children's DVDs (under 60 min.) | 7 days                           | 10                                            | \$0.25 per day    | 5                |
| Compact discs                   | 7 days                           | 10                                            | \$0.25 per day    | 5                |
| J Kits                          | 21 days                          | No limit                                      | \$0.25 per day    | 5                |
| Books on compact disc           | 21 days                          | No limit                                      | \$0.25 per day    | 5                |
| J Holiday books                 | 7 days                           | Varies by holiday                             | \$0.25 per day    | 0 during holiday |
| <u>STEAM kit</u>                | <u>1 week</u><br><u>[7 days]</u> | <u>1 per household, adult cardholder only</u> | <u>\$1.00/day</u> | <u>0</u>         |

\* No limit until a maximum of 40 items is reached. A total of 40 items per card.

\*\* Overdue fines threshold is \$5.00.

\*\*\* Renewals are allowed when materials are not on reserve for another patron.

**Colleyville Public Library  
Materials Replacement and Processing Fees**

| Item           | Cost         | Processing fee |
|----------------|--------------|----------------|
| Library card   | \$2.00       | \$0.00         |
| Book           | Cost of item | 5.00           |
| Paperback book | Cost of item | 5.00           |
| Board book     | Cost of item | 2.00           |
| Magazine       | Cost of item | 2.00           |
| Compact disc   | Cost of item | 5.00           |

|                                                      |                        |      |
|------------------------------------------------------|------------------------|------|
| Lost compact disc outer insert                       | 0.00                   | 5.00 |
| Book on CD                                           | Cost of item           | 5.00 |
| Lost/damaged single book on CD disc                  | Cost of single CD      | 1.00 |
| DVD                                                  | Cost of item           | 5.00 |
| Lost DVD outer insert                                | 0.00                   | 5.00 |
| Audio-visual material containers                     | Cost of item           | 5.00 |
| Kit bags                                             | Cost of item           | 2.00 |
| Bar codes/RFID tags                                  | \$1.00                 | 0.00 |
| <u>STEAM Kit, STEAM Kit Case, STEAM Kit Piece(s)</u> | <u>Cost of item(s)</u> |      |

Print card ..... 0.50

Color copies (per page) ..... ~~1.00~~ \$0.50

Black and white copies (per page) ..... 0.10

Fax—Incoming (per page) ..... 1.00

Fax—Outgoing (per page)

Local ..... 1.00

Long distance ..... 2.00

Non-resident fees:

Non-resident card (non-TexShare, non-reciprocal borrowing participating home library) ..... 25.00

Non-resident card (without home library) ..... 25.00

Interlibrary loan materials not picked up ..... 2.00

(q) Utilities (other than base/CIP/T.R.A. rates)

Meter damage fee – cost of the meter or meter repairs

Fire hydrant meter deposit - \$2,500

Damaged double-check assembly - \$300

Lost/missing hydra-storz cap - \$200

Damaged register - \$100

Damaged ball valve - \$75

Damaged chain or lock - \$50

Backflow test - \$50/test

Fire hydrant meter reading - \$25

**Colleyville Business Center**

| <u>Item</u>               | <u>Cost</u>                                                  | <u>Notes</u>                                                                                                  |
|---------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <u>Work Stations</u>      | <u>\$225 / month</u>                                         | <u>20% discount for meeting room;</u><br><u>24-hour access with month</u>                                     |
| <u>Day Pass</u>           | <u>\$25 / day</u>                                            |                                                                                                               |
| <u>Office</u>             | <u>\$600 / month</u>                                         | <u>20% discount meeting room;</u><br><u>24-hour access with month</u>                                         |
| <u>Vault Meeting Room</u> | <u>\$20 / hour (2 hour minimum)</u>                          | <u>2 – 4 people</u>                                                                                           |
| <u>Board Room</u>         | <u>\$50 / hour (2 hour minimum)</u>                          | <u>12 people; flat screen TV with</u><br><u>hookups</u>                                                       |
| <u>Virtual Office</u>     | <u>\$99 / month</u>                                          | <u>Business address / mail; 20%</u><br><u>discount meeting room; 2 days</u><br><u>per month; work station</u> |
| <u>Facility</u>           | <u>\$750 / evening, 6 – 9 p.m.</u><br><u>(Mon. – Thurs.)</u> | <u>Set up and tear down</u>                                                                                   |
| <u>Mailbox</u>            | <u>\$50 / month</u>                                          | <u>Business address / mail</u>                                                                                |

(O-14-1945, § 2(Exh. A), 12-16-2014; Ord. No. O-15-1969, § 3, 9-15-2015; Ord. No. O-16-1991, § 2, 9-20-2016; Ord. No. O-17-2022, § 1, 8-15-17; Ord. No. O-17-2030, § 2 (exh. A), 9-19-17; Ord. No. O-18-2072, § 1, 1-15-19)



**Editor's note**— Ord. No. O-17-2030, § 2(Exh. A), adopted September 19, 2017, repealed the former § 2-26, and enacted a new § 2-26 as set out herein. The former § 2-26 pertained to similar subject matter. See Code Comparative Table for complete derivation.

Sec. 2-26. - Fees and charges for city services.

(a) The following fees will be in effect in all city departments:

Notary fee (non-city related business): As prescribed by V.T.C.A., Government Code § 406.024.

(b) City secretary services:

Records request research, per hour ..... \$15.00

Document certification (per transaction) ..... 8.00

The city will charge fees for public information per Texas Government Code, Chapter 552 in accordance with the Administrative Code, Title I, Part 3, Chapter 70.

(c) Financial services:

New utility account processing ..... \$2.00

Confidentiality of utility records request processing ..... 2.00

Parking violation court cost fee ..... 5.00

Failure to appear warrant fee ..... 25.00

Broken/damaged/cut lock or tie ..... 25.00

(d) Police services:

Accident reports ..... \$6.00

Fingerprinting—First card ..... 10.00

Fingerprinting—Each additional card ..... 5.00

Conduct letters:

For original ..... 10.00

For each additional ..... 5.00

Miscellaneous police reports ..... 2.00

Press release of police report ..... 1.00

(e) Animal services:

Daily care of impounded animals, per day ..... \$10.00

Each additional impounded animal, same owner, per day ..... 10.00

Removal and disposal of live unwanted pets ..... 30.00

Animal impound fee (second impounding) ..... 50.00

Animal impound fee (third impounding) ..... 75.00

Animal impound fee (fourth impounding) ..... 150.00

Animal impound fee (fifth and greater impoundings) ..... 150.00

Removal of individually trapped animals (private trap, if inappropriate for animal or incompatible with use of syringe pole for euthanasia) ..... 30.00

(f) Fire prevention:

Fire alarm systems and Access Control Systems:

Plans review (new, alteration, or relocation) ..... \$70.00

Inspection of system once in place:

| Number of Devices            | Fee    |
|------------------------------|--------|
| 1 to 10                      | 75.00  |
| 11 to 25                     | 100.00 |
| 26 to 100                    | 200.00 |
| 101 to 200                   | 275.00 |
| 201 to 500                   | 500.00 |
| Per device for each over 500 | 1.00   |

Fire sprinkler systems—Above ground:

Plans review (new, alteration, or relocation) ..... 150.00

Inspection of system once in place:

| <i>Number of heads</i>             | <i>Fee</i> |
|------------------------------------|------------|
| 1 to 19 heads                      | 75.00      |
| 20 to 100 Heads                    | 100.00     |
| 101 to 300 Heads                   | 200.00     |
| 301 to 1,000 Heads                 | 400.00     |
| Per head for each over 1,000 heads | 1.00       |

Fire sprinkler systems—Underground:

Fire Sprinkler System (Relocation or modification) three sets of detailed plans

- a. Inspection is required before ditch is covered
- b. 2 hour/200 lb. test is required ..... 50.00

Licensing inspections:

Hospitals ..... 100.00

Nursing/long term care homes ..... 75.00

Day care/mothers' day out ..... 50.00

Foster and adoptive homes ..... 10.00

Home inspection—Insurance ..... 50.00

Permits and miscellaneous fees:

Fixed fire protection system (new, alteration, or relocation) three sets of detailed plans ..... 50.00

Security gates (required three sets of detail plans) plus \$25.00 per required sign ..... 50.00

Storage of flammable or combustible liquids at construction sites ..... 50.00

Installation of compressed natural gas (CNG) container or stations ..... 50.00

Removal, relocation of compressed natural gas (CNG) container or station ..... 50.00

Installation of liquid petroleum gas (LPG) container ..... 50.00

Removal, relocation of liquid petroleum gas (LPG) container ..... 50.00

Installation of liquefied natural gas (LNG) container or station ..... 50.00

Removal, relocation of liquefied natural gas (LNG) container or station ..... 50.00

Spray booths (new) three sets of detailed plans ..... 50.00

Spray booths (modification or relocation) three sets of detailed plans ..... 50.00

Carnivals and fairs—Site plan and layout of vendors required ..... 50.00

Fireworks display—Site inspection is required ..... 100.00

Flammable and combustible liquids:

- a. Repair or modify a pipeline ..... 100.00
- b. Product removal from underground storage tank ..... 50.00
- c. Status change in product facilities ..... 50.00
- d. Change type of contents in liquid tank(s) ..... 50.00

Occupant load increase ..... 50.00

Pyrotechnical special effects ..... 100.00

Tents (any size) ..... 50.00

Impervious Coverage Permit \$100.00

- (g) Response related to natural gas leaks and hazardous materials releases: Recovery of expenses related to natural gas leaks and hazardous materials releases caused by contractors or carriers which require an on scene response where city staff are unavailable for other emergencies for one hour or more and incidents involving negligence related to drug and/or alcohol impairment will be billed for public safety services if the incident involved any criminal offense greater than a Class C misdemeanor will be as follows:

Employee costs—Actual employee salary costs during the incident.

Emergency vehicle use fees:

Ambulance—To 210 HP, per hour ..... \$ 41.00

Police car—Patrolling, per mile ..... 0.63

Police car—Stationary, per hour ..... 18.00

Fire truck—1500 GPM, per hour ..... 95.00

Fire truck—2000 GPM, per hour ..... 105.00

Ladder truck—At least 75 feet, per hour ..... 145.00

- (h) Development fees—Planning and zoning services:

Preliminary plat, Final plat, or Replat ..... \$500.00

plus, per lot ..... 7.50

Minor plat ..... 250.00

Amending plat ..... 250.00

Rezoning application ..... 500.00

plus, per acre ..... 5.00

PUD application ..... 750.00

plus, per acre ..... 5.00

Amendment to existing PUD to add, delete, or change a special condition to an existing PUD ordinance ..... 450.00

SUP application ..... 500.00

plus, per acre ..... 5.00

SUP residential accessory building ..... 250.00

SUP residential carport ..... 250.00

SUP alcoholic beverage sales ..... 500.00



ZBA variance and appeal application ..... 250.00

Sign board appeal ..... 250.00

Tree mitigation appeal ..... 250.00

Site plan application review ..... 250.00

Landscape plan application review ..... 250.00

Zoning verification letter ..... 50.00

(i) Development fees:

Permanent sign permits ..... 75.00

Temporary sign permits ..... 50.00

exception: grand opening ..... 0.00

Sign recovery fee ..... 25.00

**Network Provider Fees**

|                                                                                                            |                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Small cell application fee<br>(this penalty shall not exceed<br>and is capped by statutory<br>limits)      | \$500.00 (1-5 network notes); \$100.00 (each additional network node);<br>\$1,000.00 per pole                                                                                                                                                                                                                  |
| Small cell user fees (this<br>penalty shall not exceed and<br>is capped by statutory limits)               | \$270.00 annually for each network node                                                                                                                                                                                                                                                                        |
| Transport facility monthly<br>user fee (this fee shall not<br>exceed and is capped by<br>statutory limits) | \$28 multiplied by the number of the network provider's network nodes<br>located in the public right-of-way for which the installed transport<br>facilities provide backhaul, until the time the network provider's payment<br>to the city exceeds its monthly aggregate per month compensation to the<br>city |

(j) Development fees—Plan review, inspection, and permit fees:

*Permit fees.* The schedule of permit fees shall be in accordance with the fee schedule below:

*Calculating construction values.* The construction values used for calculating permit fees shall not be less than the most recent building valuation data published by the International Code Council. Said permit fees shall be adjusted on an annual basis for permit applications received on or after the 1st day of June using the most recent edition of the building valuation data. The regional modifier of 0.93 shall be applied to the building valuation data used for calculating construction values.

| COMMERCIAL PERMIT FEE SCHEDULE |                                                                            |
|--------------------------------|----------------------------------------------------------------------------|
| Total Valuation                | Fee                                                                        |
| \$1.00 to \$500.00             | \$50.00                                                                    |
| \$501.00 to \$2,000.00         | \$50.00 for the first \$500.00 + \$4.00 per each added \$100.00            |
| \$2001.00 to \$25,000.00       | \$75.00 for the first \$2,000.00 + \$16.00 per each added \$1,000.00       |
| \$25,001.00 to \$50,000.00     | \$500.00 for the first \$25,000.00 + \$13.50 per each added \$1,000.00     |
| \$50,001.00 to \$100,000.00    | \$750.00 for the first \$50,000.00 + \$8.25 per each added \$1,000.00      |
| \$100,001.00 to \$500,000.00   | \$1,250.00 for the first \$100,000.00 + \$6.25 per each added \$1,000.00   |
| \$500,001.00 to \$1,000,000.00 | \$4,000.00 for the first \$500,000.00 + \$5.50 per each added \$1,000.00   |
| \$1,000,001 and up             | \$7,500.00 for the first \$1,000,000.00 + \$5.00 per each added \$1,000.00 |

*Residential Building Permit Fees.* (Fee for a Residential building permit includes Building Permit, Building e-Permit, Plumbing Permit, and Mechanical Permit)

1. New Residential: (One-and-Two Family Dwellings and Additions).....\$1.00/sf area under roof
2. Alteration/Remodel and Accessory Structures: (Area within previously permitted space and detached structures).....\$0.80/sf protect area

*Inspection charges.* Permit fees shall include the cost of all required inspections.

*Reinspection fees.* If the code official is required to make a reinspection, the following fees shall apply: (1) The first reinspection fee shall be \$75.00; (2) The second, and any subsequent, reinspection fee shall be \$125.00. Failure to pay such charges as provided in this code may result in the forfeiture of the right of such contractor to obtain other permits until such charges are paid.

*Fees due.* All building permit fees shall be due when the permit is issued.

*Fee refunds.* The code official shall be authorized the refunding of fees as follows:

- (1) The full amount of any fee paid hereunder that was erroneously paid or collected.
- (2) Not more than 90 percent of the permit fee when no work has been done under a permit issued in accordance with this code.

- (3) Not more than 90 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Sport court (concrete, nets, fencing, lighting) ..... \$100.00

Lot grading and drainage compliance fee ..... 125.00

New residence plan review ..... 350.00

Residential addition and remodel plan review ..... 150.00

Commercial plan review fee ..... 65% of building permit fee

Swimming pool plan review fee ..... 50.00

Water well drilling permit ..... 50.00

Irrigation system permit ..... 75.00

Fence permit ..... 75.00

Masonry screening fence permit ..... 125.00

Retaining wall ..... 125.00

Swimming pool permit ..... 300.00

Spas, Hot Tubs, or Fountains ..... 200.00

Re-roofing permit (one square or more) ..... 50.00

Grading and earthwork permit ..... 75.00

Curb cut permit ..... 55.00

Driveway approach permit ..... 75.00

Temporary construction trailer ..... 100.00

Temporary event permit ..... 100.00

Temporary use permit ..... 100.00

Temporary use permit—Portable storage structure ..... 25.00

Used/obsolete street sign purchase fee (per sign) ..... 25.00

Certificate of Occupancy or re-occupancy ..... 100.00

Temporary certificate of occupancy ..... 250.00 (per month)

Contractor registration fee ..... 100.00 (per 12 month period)

Construction concealment fee (for work performed without inspections) ..... 350.00

Special inspection fee ..... 100.00/hour (min. 2 hours)

Additional plan review ..... 50.00 per plan review

Water heater replacement ..... 75.00

HVAC equipment replacement ..... 75.00

Building E-Permit..... \$75.00

Mechanical Permit..... \$75.00

Plumbing Permit..... \$75.00

Performing Work w/o – MEP, Irrigation, Fence, Roof, Sign, Well..... \$250.00

Homestead Exemption 50% Discount – (Owner acting as GC, except NSF permits)

Application for Encroachment and Joint Use Agreement:

| Document Length | Fee |
|-----------------|-----|
| 1 to 10 pages   | 120 |
| 11 to 20 pages  | 160 |
| 21 to 30 pages  | 200 |
| Over 30 pages   | 240 |

Weed mowing administrative fee ..... 120.00

Weed mowing violation notification letter fee (second and all following notification letters within current calendar year) ..... 50.00

Weed mowing fee, per acre ..... 175.00

Demolition fee ..... 50.00

Brush abatement fee:

Actual expenses incurred, not to exceed the estimated value of the affected property.

Sidewalk waiver request general waiver request to a Land Development Code or Code of Ordinances requirement ..... 250.00

(k) Charges related to oil and gas wells:

Gas and oil well permit fee (per well bore) ..... \$10,000.00

Gas well special use permit fee (per pad site) ..... 15,000.00

Seismic survey permit ..... 250.00

Pipeline permit ..... 2,500.00

- (l) Public infrastructure plan review and inspection: Prior to the commencement of any public infrastructure improvements associated with private development, the developer shall pay the city a plan review and inspection fee as follows:

Engineering plan review fee—Two percent of the actual cost of the public improvements

Engineering inspection fee—Three percent of the actual cost of the public improvements

Construction materials testing fee—One percent of the actual cost of the public improvements

For each additional review after the second submittal ..... \$250.00

Inspections performed outside of regular business hours for the construction of public infrastructure projects ..... 50.00 per hour

- (m) Recreation:

City sponsored activities—The fee for the city park and recreation sponsored recreation and athletic activities not covered elsewhere shall be calculated for respective activity based upon the estimated costs of conducting such activity (including such items as materials, instructors, umpires, scorekeeper, trophies and other direct program costs) plus an administrative fee, or shall be as stipulated by nationally or statewide recognized athletic organizations.

Nonresident programming fee ..... \$5.00 per class/course

Recreation Instructor Compensation:

- Indoor Recreation Program Instructors – 70% of total fees collected (instructor) and 30% of total fees collected (City)
- Outdoor Recreation Program Instructors – 80% of total fees collected (instructor) and 20% of total fees collected (City)

Senior center annual membership required for participation in all activities:

Colleyville resident ..... Free

Non-Colleyville resident ..... 10.00

Senior center membership card replacement fee:

Colleyville resident ..... 2.00

Non-Colleyville resident ..... 2.00

- (n) Parks:

Youth sports associations:

Athletic field use fees:

Colleyville residents (per participant/per season/per association) ..... \$5.00

Non-Colleyville residents (per participant/per season/per association) ..... 5.00



Non-Colleyville resident Fee: A fee of \$20.00 shall be charged to each non-resident, per participation in each organized sports association per season.

Field rental fees:

| Field                              |             | No lights/with lights | Time        |
|------------------------------------|-------------|-----------------------|-------------|
| Reagan Park                        | Resident    | 35.00/50.00           | Per 2 hours |
|                                    | Nonresident | 60.00/100.00          | Per 2 hours |
| City Park                          | Resident    | 50.00/80.00           | Per 2 hours |
|                                    | Nonresident | 100.00/180.00         | Per 2 hours |
| Pleasant Run Park (Game Field)     | Resident    | 50.00/80.00           | Per 2 hours |
|                                    | Nonresident | 125.00/175.00         | Per 2 hours |
| Pleasant Run Park (Practice Field) | Resident    | 35.00/50.00           | Per 2 hours |
|                                    | Nonresident | 60.00/100.00          | Per 2 hours |

Rental fees:

Park pavilion rental per hour (no minimum):

Colleyville residents ..... \$20.00

Non-Colleyville residents ..... 30.00

Tennis court rental-Per person (per one and one-half hour increment): ..... 3.00

McPherson Park group pavilion rental per hour (no minimum):

Colleyville residents ..... 40.00

Non-Colleyville residents ..... 70.00

Wedding event in a park without amenities ..... 100.00

Senior Center: rooms available include the Blue Bonnet Room, Computer Room, and Cowboy Room.

Rental Fee ..... 5.00

Deposit (refundable) ..... 50.00

Webb House:

Monday through Thursday, 8am – 10pm

Colleyville resident ....\$30.00/hr; 3-hour minimum

Non-Colleyville resident ....\$60.00/hr; 3-hour minimum

Friday through Sunday, 8am – 10pm

Colleyville resident ....\$40.00/hr; 3-hour minimum

Non-Colleyville resident ....\$90.00/hr; 3-hour minimum

Deposit (refundable) ....\$200.00

(o) Colleyville center fees and charges:

**Non-Resident and Business—Standard Rates**

| Room                               | * Weekday rate                                                                | Prime weekend<br>Fri/Sat/Sun                                    |
|------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------|
|                                    | Four-hour block of time, except for entire building rental which is ten hours | Ten-hour rental                                                 |
| Small conference room              | \$200.00                                                                      | Entire building rental only                                     |
| North hall                         | \$375.00                                                                      | Entire building rental only                                     |
| South hall                         | \$375.00                                                                      | Entire building rental only                                     |
| North & South Hall Combined        | \$700.00                                                                      | Entire building rental only                                     |
| Entire building                    | \$2,100.00 weekday                                                            | Friday and Sunday<br>\$2,500.00<br>Prime Saturday<br>\$3,000.00 |
| Bluebonnet Courtyard               | \$300.00<br>Available as add-on when renting<br>North & South Hall Combined   | Included in rental fee                                          |
| Garden plaza<br>(Including chairs) | \$300.00                                                                      | \$300.00                                                        |
| Décor Fee                          | \$300                                                                         | \$300                                                           |

Sanitation Fee     \$50-75 per rental contract

\* Includes tables, chairs, and all add-ons listed in the video, audio, and room set sections of the administrative fee schedule.

**Colleyville Resident/Business—With 20% Discount**

| Room                            | * Weekday rate                                                                | Prime weekend<br>Fri/Sat/Sun                              |
|---------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------|
|                                 | Four-hour block of time, except for entire building rental which is ten hours | Ten-hour rental                                           |
| Small conference room           | \$160.00                                                                      | Entire building rental only                               |
| North hall                      | \$300.00                                                                      | Entire building rental only                               |
| South hall                      | \$300.00                                                                      | Entire building rental only                               |
| North & South Hall Combined     | \$560.00                                                                      | Entire building rental only                               |
| Entire building                 | \$1,680.00<br>weekday                                                         | \$1,680<br>Friday and Sunday<br>\$2,000<br>Prime Saturday |
| Bluebonnet Courtyard            | \$300.00<br>Available as add-on when renting<br>North & South Hall Combined   | Included in rental fee                                    |
| Garden plaza (including chairs) | \$300.00                                                                      | \$300.00                                                  |

\* Includes tables, chairs, and all add-ons listed in the video, audio, and room set sections of the administrative fee schedule.

**Colleyville Based Non-Profit and Civic Organizations**

| Room                            | * Weekday rate                                                                  | Prime weekend Fri/Sat/Sun                                                           |
|---------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                                 | Four-hour block of time, except for entire building rental which is eight hours | Eight-hour rental                                                                   |
| Small conference room           | \$90.00                                                                         | Entire building rental only                                                         |
| North hall                      | \$120.00                                                                        | Entire building rental only                                                         |
| South hall                      | \$120.00                                                                        | Entire building rental only                                                         |
| North & South Hall Combined     | \$210.00                                                                        | Entire building rental only                                                         |
| Entire building                 | \$450.00 weekday                                                                | 50% discount Friday and Sunday \$1,050.00<br>20% discount prime Saturday \$2,000.00 |
| Bluebonnet Courtyard            | Included in full building or North & South Hall Combined rental fee             |                                                                                     |
| Garden plaza (including chairs) | \$450.00                                                                        | \$450.00                                                                            |

| Administrative Fees                                 |                                   |          |
|-----------------------------------------------------|-----------------------------------|----------|
|                                                     | Non-profit                        | Standard |
| <b>Video</b>                                        |                                   |          |
| LCD Projector per hour (portable and ceiling mount) | \$65.00 with weekday max \$150.00 | \$65.00  |
| LCD 220" rear screen HD projector per hour          | \$75.00 with weekday max \$200.00 | \$75.00  |

|                                                                                                                    |                                                     |                                                                            |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------|
| Rolling video cart with electrical and extension                                                                   | \$2.00                                              | \$10.00                                                                    |
| Stage front drop screen                                                                                            | \$10.00                                             | \$40.00                                                                    |
| White board/flip chart with easel                                                                                  | \$20.00                                             | \$20.00                                                                    |
| Easel                                                                                                              | \$15.00                                             | \$15.00                                                                    |
| <b>Audio</b>                                                                                                       |                                                     |                                                                            |
| Baby grand piano                                                                                                   | \$100.00                                            | \$100.00                                                                   |
| Stage lighting and sound board                                                                                     | \$200.00 + AV tech                                  | \$200.00 + AV tech                                                         |
| Podium with microphone                                                                                             | \$20.00                                             | \$35.00                                                                    |
| Corded microphone on stand—One free with N/S hall                                                                  | \$15.00                                             | \$15.00                                                                    |
| Wireless microphone (hand held or lapel)                                                                           | \$25.00                                             | \$50.00                                                                    |
| Colored up lights                                                                                                  | \$200.00                                            | \$200.00                                                                   |
| <b>Room set</b>                                                                                                    |                                                     |                                                                            |
| Linens (per linen) weekdays only                                                                                   | \$10.00                                             | \$10.00                                                                    |
| Draped and skirted registration table                                                                              | \$15.00                                             | \$15.00                                                                    |
| Room change after final set (per table and chair set)                                                              | \$20.00                                             | \$20.00                                                                    |
| <b>Catering</b>                                                                                                    |                                                     |                                                                            |
| Kitchen Use/Food Service (when food is brought in) - flat fee based upon set up or attendance whichever is greater | \$1.00 per person weekday or weekend (\$300.00 max) | \$1.00 per person weekday<br>\$2.00 per person weekends (\$300.00 minimum) |
| Deluxe coffee service with condiments                                                                              | 15 cup carafe—\$15.00                               | 15 cup carafe—\$15.00                                                      |

|                                                  |                   |                   |
|--------------------------------------------------|-------------------|-------------------|
| Water/soda service                               | \$1.00 per bottle | \$1.00 per bottle |
| <b>Miscellaneous</b>                             |                   |                   |
| Copies 1—50—\$0.25 first copy, \$0.10 thereafter | \$0.25/\$0.10     | \$0.25/\$0.10     |
| <b>Deposits</b>                                  |                   |                   |
| Entire building                                  | \$500.00          | \$1,000.00        |
| Grand hall                                       | \$300.00          | \$300.00          |
| Half hall (North or South)                       | \$200.00          | \$200.00          |
| Conference room                                  | \$50.00           | \$50.00           |

#### **Miscellaneous Fees/Policies**

**Cancellation Policy**—Any cancellation of a Friday, Saturday, or Sunday entire building rental or combined north/south hall booking shall result in lessee forfeiting one-half of the deposit. If the cancellation is received 180 to 120 calendar days prior to the event, the lessee will forfeit all of the deposit. If the cancellation is received less than 120 calendar days prior to the event, the lessee will forfeit all monies paid to the Colleyville Center.

**Colleyville Center deposit forfeiture**—Up to \$1,000.00 will be retained from lessee deposit for failure to leave the premises (building and grounds) in as good or better condition than it was prior to being leased or for failure to pay outstanding balance of other fees.

**AV surcharge**—All rented audio visual equipment brought into the building by another vendor incurs a 15 percent charge of the Colleyville Center fee for same equipment.

**Non-profit donations**—Any not for profit organization that donates over \$50,000.00 to the Colleyville Center does not incur equipment fees. Supply and service fees are not included in this waiver. If a not for profit organization donates a single piece of equipment, it becomes Colleyville Center property and use of that equipment by that organization does not incur equipment fees.

**Discount for using local businesses**—If a client uses three or more Colleyville businesses during their event, the center will provide complimentary colored up-lighting (\$200.00 value).

**Additional rental hours**—If a client requests to extend a rental of the entire building beyond their eight hour rental, additional hours will be available for an additional \$250.00 per hour, within the business hours of the center. The additional hours must be requested in advance. Fees will not be pro-rated for increments of time less than one hour.

**Late fees**—The Colleyville Center closes at 12:00 a.m. (midnight) on Friday and Saturday and 11:00 p.m. Sunday through Thursday. Should a client remain on the premises after the building is closed, a fee will be assessed at the rate of \$1,000.00 per hour until such time the building is vacated. Fees will not be pro-rated for increments of time less than one hour.



Colleyville Center rental hours—The Colleyville Center is available for rental from 8:00 a.m. to 11:00 p.m. Monday through Thursday, 8:00 a.m. to midnight on Friday, 11:00 a.m. to midnight on Saturday, and 11:00 a.m. to 11:00 p.m. on Sunday. Weekday rental rates apply Monday through 4:00 p.m. on Friday. Prime weekend rates apply 4:00 p.m. Friday through 11:00 p.m. Sunday. For holiday closures, the Colleyville Center may follow the schedule for City offices.

(p) Library:

**Colleyville Public Library  
Circulating Materials Restrictions**

| Materials                       | Loan period  | Limits * | Fees/fines **  | Renewal limits *** |
|---------------------------------|--------------|----------|----------------|--------------------|
| Fiction books                   | 21 days      | No limit | \$0.25 per day | 5                  |
| Non-fiction books               | 21 days      | No limit | \$0.25 per day | 5                  |
| Best sellers                    | 7 or 14 days | No limit | \$0.25 per day | 5                  |
| Magazines                       | 7 days       | No limit | \$0.25 per day | 5                  |
|                                 |              |          |                |                    |
| Feature-length DVDs (60 min.+)  | 7 days       | 10       | \$1.00 per day | 5                  |
| Educational/DVDs                | 7 days       | 10       | \$0.25 per day | 5                  |
| Children's DVDs (under 60 min.) | 7 days       | 10       | \$0.25 per day | 5                  |
| Compact discs                   | 7 days       | 10       | \$0.25 per day | 5                  |
| J Kits                          | 21 days      | No limit | \$0.25 per day | 5                  |
| Books on compact disc           | 21 days      | No limit | \$0.25 per     | 5                  |

|                 |                    |                                        |                |                  |
|-----------------|--------------------|----------------------------------------|----------------|------------------|
|                 |                    |                                        | day            |                  |
| J Holiday books | 7 days             | Varies by holiday                      | \$0.25 per day | 0 during holiday |
| STEAM kit       | 1 week<br>[7 days] | 1 per household, adult cardholder only | \$1.00/day     | 0                |

\* No limit until a maximum of 40 items is reached. A total of 40 items per card.

\*\* Overdue fines threshold is \$5.00.

\*\*\* Renewals are allowed when materials are not on reserve for another patron.

**Colleyville Public Library  
Materials Replacement and Processing Fees**

| Item                                | Cost              | Processing fee |
|-------------------------------------|-------------------|----------------|
| Library card                        | \$2.00            | \$0.00         |
| Book                                | Cost of item      | 5.00           |
| Paperback book                      | Cost of item      | 5.00           |
| Board book                          | Cost of item      | 2.00           |
| Magazine                            | Cost of item      | 2.00           |
| Compact disc                        | Cost of item      | 5.00           |
| Lost compact disc outer insert      | 0.00              | 5.00           |
| Book on CD                          | Cost of item      | 5.00           |
| Lost/damaged single book on CD disc | Cost of single CD | 1.00           |
| DVD                                 | Cost of item      | 5.00           |
| Lost DVD outer insert               | 0.00              | 5.00           |

|                                               |                 |      |
|-----------------------------------------------|-----------------|------|
| Audio-visual material containers              | Cost of item    | 5.00 |
| Kit bags                                      | Cost of item    | 2.00 |
| Bar codes/RFID tags                           | \$1.00          | 0.00 |
| STEAM Kit, STEAM Kit Case, STEAM Kit Piece(s) | Cost of item(s) |      |

Print card ..... 0.50

Color copies (per page) ..... \$0.50

Black and white copies (per page) ..... 0.10

Fax—Incoming (per page) ..... 1.00

Fax—Outgoing (per page)

Local ..... 1.00

Long distance ..... 2.00

Non-resident fees:

Non-resident card (non-TexShare, non-reciprocal borrowing participating home library) .....  
25.00

Non-resident card (without home library) ..... 25.00

Interlibrary loan materials not picked up ..... 2.00

(q) Utilities (other than base/CIP/T.R.A. rates)

Meter damage fee – cost of the meter or meter repairs

Fire hydrant meter deposit - \$2,500

Damaged double-check assembly - \$300

Lost/missing hydra-storz cap - \$200

Damaged register - \$100

Damaged ball valve - \$75

Damaged chain or lock - \$50

Backflow test - \$50/test

Fire hydrant meter reading - \$25

**Colleyville Business Center**

| Item               | Cost                                           | Notes                                                                                    |
|--------------------|------------------------------------------------|------------------------------------------------------------------------------------------|
| Work Stations      | \$225 / month                                  | 20% discount for meeting room;<br>24-hour access with month                              |
| Day Pass           | \$25 / day                                     |                                                                                          |
| Office             | \$600 / month                                  | 20% discount meeting room;<br>24-hour access with month                                  |
| Vault Meeting Room | \$20 / hour (2 hour minimum)                   | 2 – 4 people                                                                             |
| Board Room         | \$50 / hour (2 hour minimum)                   | 12 people; flat screen TV with<br>hookups                                                |
| Virtual Office     | \$99 / month                                   | Business address / mail; 20%<br>discount meeting room; 2 days<br>per month; work station |
| Facility           | \$750 / evening, 6 – 9 p.m.<br>(Mon. – Thurs.) | Set up and tear down                                                                     |
| Mailbox            | \$50 / month                                   | Business address / mail                                                                  |

(O-14-1945, § 2(Exh. A), 12-16-2014; Ord. No. O-15-1969, § 3, 9-15-2015; Ord. No. O-16-1991, § 2, 9-20-2016; Ord. No. O-17-2022, § 1, 8-15-17; Ord. No. O-17-2030, § 2 (exh. A), 9-19-17; Ord. No. O-18-2072, § 1, 1-15-19)

**Editor's note**— Ord. No. O-17-2030, § 2(Exh. A), adopted September 19, 2017, repealed the former § 2-26, and enacted a new § 2-26 as set out herein. The former § 2-26 pertained to similar subject matter. See Code Comparative Table for complete derivation.

## **ORDINANCE O-20-2137**

### **AN ORDINANCE AMENDING PART II, CHAPTER 2-ADMINISTRATION, ARTICLE II- FINANCE, DIVISION 1, SEC. 2-26 FEES AND CHARGES FOR CITY SERVICES, OF THE COLLEYVILLE, TEXAS, CODE OF ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** the City of Colleyville charges fees for services and materials as authorized in the Code of Ordinances and it is desirous to update those fees; and

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

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

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

- Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT from and after the effective date of this ordinance, Chapter 2 Section 2-26 of the Code of Ordinances, fees and charges for city services shall be deleted and replaced in its entirety with the revisions as shown on Exhibit "A".
- Sec. 3. THAT the effective date of this ordinance shall be October 1, 2020.

### **AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

The second reading and public hearing being conducted on the 15<sup>th</sup> day of September 2020.

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

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

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor

**APPROVED AS TO FORM:**

Whitt L. Wyatt  
City Attorney





# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 6f  
**Type** Resolution  
**Department** City Manager

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2138

## **Title**

Approval of a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 Rate Review Mechanism filing and adopting tariffs reflecting rate adjustments consistent with the negotiated settlement

## **Strategic Plan**

2.1 Provide responsive, efficient city services

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the September 1, 2020 City Council meeting.

### ***First Reading and Public Hearing***

The City, along with 171 other Mid-Texas Cities Served by Atmos Energy Corporation, Mid-Tex Division, is a member of the Steering Committee of Cities Served by Atmos (ACSC). In 2007, the Cities and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute. The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Since 2007, there have been several modifications to the original RRM Tariff with the most recent being adopted in 2018.

## **2020 RRM Filing**

On or about March 31, 2020, Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members. Atmos claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to

ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million. After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two month delay in the effective date until December 1, 2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultant's recommendation of \$80.8 million.

**Financial Impact**

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent.

**Recommendation**

Approve

**Attachments**

1. Ordinance O-20-2138

## **ORDINANCE O-20-2138**

**APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE**

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

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

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

**WHEREAS,** the current RRM tariff was adopted by the City by Resolution R-18-4306 in 2018; and

**WHEREAS,** on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

**WHEREAS,** ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

**WHEREAS,** the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

**WHEREAS,** ACSC agrees that Atmos plant-in-service is reasonable; and

**WHEREAS,** with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

**WHEREAS,** the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

**WHEREAS,** the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

**WHEREAS,** the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

**WHEREAS,** the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C).

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

Sec. 1        THAT without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within

the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

- Sec. 2      THAT despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.
- Sec. 3      THAT the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.
- Sec. 4      THAT the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.
- Sec. 5      THAT subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.
- Sec. 6      THAT Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.
- Sec. 7      THAT to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.
- Sec. 8      THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 9        THAT this ordinance shall take effect immediately from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

The second reading and public hearing being conducted on the 15<sup>th</sup> day of September 2020.

PASSED AND APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| 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

**APPROVED AS TO FORM:**

Whitt Wyatt  
City Attorney



**Exhibit A**  
**to 2020 RRM Resolution or Ordinance**

**Mid-Tex Tariffs**  
**Effective December 1, 2020**

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>R – RESIDENTIAL SALES</b>                                      |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

| <b>Charge</b>                     | <b>Amount</b>                  |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill          | \$ 20.25 per month             |
| Rider CEE Surcharge               | \$ 0.05 per month <sup>1</sup> |
| <b>Total Customer Charge</b>      | <b>\$ 20.30 per month</b>      |
| Commodity Charge – All <u>Ccf</u> | \$0.26651 per Ccf              |

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

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

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

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>C – COMMERCIAL SALES</b>                                       |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

| <b>Charge</b>                | <b>Amount</b>                  |
|------------------------------|--------------------------------|
| Customer Charge per Bill     | \$ 54.50 per month             |
| Rider CEE Surcharge          | \$ 0.02 per month <sup>1</sup> |
| <b>Total Customer Charge</b> | <b>\$ 54.52 per month</b>      |
| Commodity Charge – All Ccf   | \$ 0.11728 per Ccf             |

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

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

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

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.



|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,014.50 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.4157 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.3044 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.0653 per MMBtu   |

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

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

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

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

**Curtailment Overpull Fee**

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

**Replacement Index**

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

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

**Special Conditions**

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



|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,014.50 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.4157 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.3044 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.0653 per MMBtu   |

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

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

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

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

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

**Imbalance Fees**

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

**Monthly Imbalance Fees**

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



|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

**Curtailment Overpull Fee**

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

**Replacement Index**

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

**Agreement**

A transportation agreement is required.

**Notice**

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

**Special Conditions**

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

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where  
 $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

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

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

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

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2020</b>                      | <b>PAGE:</b> |

Base Use/Heat Use Factors

| Weather Station  | <u>Residential</u>     |                            | <u>Commercial</u>      |                            |
|------------------|------------------------|----------------------------|------------------------|----------------------------|
|                  | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> |
| Abilene          | 10.73                  | 0.1545                     | 94.79                  | 0.7284                     |
| Austin           | 9.53                   | 0.1489                     | 211.76                 | 0.9405                     |
| Dallas           | 15.77                  | 0.1792                     | 199.74                 | 0.9385                     |
| Waco             | 9.99                   | 0.1341                     | 145.27                 | 0.7110                     |
| Wichita<br>Falls | 11.61                  | 0.1402                     | 120.34                 | 0.5747                     |

Weather Normalization Adjustment (WNA) Report

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

**Exhibit B**  
**to 2020 RRM Resolution or Ordinance**

**Mid-Tex**  
**2020 Benchmark for Pensions**  
**and Retiree Benefits**



| Line No. | Description                                                          | Shared Services      |                              | Mid-Tex Direct       |                                     | Adjustment Total |               |
|----------|----------------------------------------------------------------------|----------------------|------------------------------|----------------------|-------------------------------------|------------------|---------------|
|          |                                                                      | Pension Account Plan | Post-Employment Benefit Plan | Pension Account Plan | Supplemental Executive Benefit Plan |                  |               |
|          | (a)                                                                  | (b)                  | (c)                          | (d)                  | (e)                                 | (f)              | (g)           |
|          | Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers         |                      |                              |                      |                                     |                  |               |
| 1        | Watson Report as adjusted (1) (2) (3)                                |                      |                              |                      |                                     |                  |               |
| 2        | Allocation to Mid-Tex                                                | \$ 3,460,135         | \$ 3,695,384                 | \$ 6,132,704         | \$ 280,578                          | \$ 4,992,449     |               |
|          |                                                                      | 43.29%               | 43.29%                       | 76.59%               | 100.00%                             | 76.59%           |               |
| 3        | Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2) | \$ 1,497,774         | \$ 1,599,605                 | \$ 4,697,072         | \$ 280,578                          | \$ 3,823,744     |               |
| 4        | O&M and Capital Allocation Factor                                    | 100.00%              | 100.00%                      | 100.00%              | 100.00%                             | 100.00%          |               |
| 5        | Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)       | \$ 1,497,774         | \$ 1,599,605                 | \$ 4,697,072         | \$ 280,578                          | \$ 3,823,744     | \$ 11,898,774 |
| 6        |                                                                      |                      |                              |                      |                                     |                  |               |
| 7        |                                                                      |                      |                              |                      |                                     |                  |               |
| 8        | Summary of Costs to Approve (1):                                     |                      |                              |                      |                                     |                  |               |
| 9        |                                                                      | 79.55%               | 79.55%                       | 37.83%               | 11.67%                              | 37.83%           |               |
| 10       | O&M Expense Factor (WP_F-2.3, Ln 2)                                  |                      |                              |                      |                                     |                  |               |
| 11       |                                                                      |                      |                              |                      |                                     |                  |               |
| 12       |                                                                      |                      |                              |                      |                                     |                  |               |
| 13       | Total Pension Account Plan                                           | \$ 1,191,410         | \$ 1,272,412                 | \$ 1,777,056         |                                     | \$ 2,968,466     |               |
| 14       | Total Post-Employment Benefit Plan                                   |                      |                              |                      |                                     | \$ 1,446,647     | \$ 2,719,060  |
| 15       | Total Supplemental Executive Benefit Plan                            |                      |                              |                      | \$ 32,754                           |                  | 32,754        |
| 16       | Total (Ln 13 + Ln 14 + Ln 15)                                        | \$ 1,191,410         | \$ 1,272,412                 | \$ 1,777,056         | \$ 32,754                           | \$ 1,446,647     | \$ 5,720,280  |

1. Studies not applicable to Mid-Tex or Shared Services are omitted.

2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP\_F-2.3 and WP\_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.

3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

**Exhibit C**  
**to 2020 RRM Resolution or Ordinance**

**Mid-Tex 2020 Schedule for**  
**Amortization for Regulatory Liability**



**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**RATE BASE ADJUSTMENTS**  
**TEST YEAR ENDING DECEMBER 31, 2019**  
**AMORTIZATION OF REGULATORY LIABILITY**

| Line No. | Year Ended Dec. 31              | Beginning of Year Rate Base Adjustment Amount | Annual Amortization (1) | End of Year Rate Base Adjustment Amount (2) | Corrected Balance for December 31, 2017 (3) |
|----------|---------------------------------|-----------------------------------------------|-------------------------|---------------------------------------------|---------------------------------------------|
|          | (a)                             | (b)                                           | (c)                     | (d)                                         | (e)                                         |
| 1        | 2017                            |                                               | \$ -                    | \$ 292,268,881                              | \$ 292,268,881                              |
| 2        | 2018                            | 292,268,881                                   | 12,075,562              | 280,193,319                                 |                                             |
| 3        | 2019                            | 280,193,319                                   | 12,085,165              | 268,108,155                                 |                                             |
| 4        | 2020                            | 268,108,155                                   | 11,171,173              | 256,936,982                                 |                                             |
| 5        | 2021                            | 256,936,982                                   | 11,171,173              | 245,765,809                                 |                                             |
| 6        | 2022                            | 245,765,809                                   | 11,171,173              | 234,594,635                                 |                                             |
| 7        | 2023                            | 234,594,635                                   | 11,171,173              | 223,423,462                                 |                                             |
| 8        | 2024                            | 223,423,462                                   | 11,171,173              | 212,252,289                                 |                                             |
| 9        | 2025                            | 212,252,289                                   | 11,171,173              | 201,081,116                                 |                                             |
| 10       | 2026                            | 201,081,116                                   | 11,171,173              | 189,909,943                                 |                                             |
| 11       | 2027                            | 189,909,943                                   | 11,171,173              | 178,738,770                                 |                                             |
| 12       | 2028                            | 178,738,770                                   | 11,171,173              | 167,567,597                                 |                                             |
| 13       | 2029                            | 167,567,597                                   | 11,171,173              | 156,396,424                                 |                                             |
| 14       | 2030                            | 156,396,424                                   | 11,171,173              | 145,225,251                                 |                                             |
| 15       | 2031                            | 145,225,251                                   | 11,171,173              | 134,054,077                                 |                                             |
| 16       | 2032                            | 134,054,077                                   | 11,171,173              | 122,882,904                                 |                                             |
| 17       | 2033                            | 122,882,904                                   | 11,171,173              | 111,711,731                                 |                                             |
| 18       | 2034                            | 111,711,731                                   | 11,171,173              | 100,540,558                                 |                                             |
| 19       | 2035                            | 100,540,558                                   | 11,171,173              | 89,369,385                                  |                                             |
| 20       | 2036                            | 89,369,385                                    | 11,171,173              | 78,198,212                                  |                                             |
| 21       | 2037                            | 78,198,212                                    | 11,171,173              | 67,027,039                                  |                                             |
| 22       | 2038                            | 67,027,039                                    | 11,171,173              | 55,855,866                                  |                                             |
| 23       | 2039                            | 55,855,866                                    | 11,171,173              | 44,684,692                                  |                                             |
| 24       | 2040                            | 44,684,692                                    | 11,171,173              | 33,513,519                                  |                                             |
| 25       | 2041                            | 33,513,519                                    | 11,171,173              | 22,342,346                                  |                                             |
| 26       | 2042                            | 22,342,346                                    | 11,171,173              | 11,171,173                                  |                                             |
| 27       | 2043                            | 11,171,173                                    | 11,171,173              | (0)                                         |                                             |
| 28       |                                 |                                               |                         |                                             |                                             |
| 29       | Revenue Related Tax Factor      |                                               | 7.16%                   | See WP_F-5.1                                |                                             |
|          | Revenue Related Taxes on Annual |                                               |                         | Amortization * Tax                          |                                             |
| 30       | Amortization                    |                                               | \$ 799,924              | Factor                                      |                                             |
| 31       | Amortization Including Revenue  |                                               | <u>\$ 11,971,097</u>    | Amortization + Taxes                        |                                             |

Notes:

1. The annual amortization of a 26 year recovery period is based on the Reverse South Georgia Method.
2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.



# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 7a

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2127

**Type** Ordinance

**Department** Community Development

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## **Title**

Consideration for a Special Use Permit for a day care center on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-015

## **Strategic Plan**

4.2 Encourage compatible commercial growth

## **Explanation**

### ***Second Reading & Public Hearing***

This item remained tabled at the September 1, 2020 meeting.

This item was tabled at the August 18, 2020 meeting.

The applicant was present at the first reading and spoke on the item. One resident spoke during the public hearing in opposition. Discussion topics included existing zoning, building materials, the playground areas in front of the building, proximity to the residential uses, and drainage.

### ***First Reading and Public Hearing***

Stephen Brown, the applicant, has submitted a request for a Special Use Permit (SUP) to allow for a Day Care Center at 6412 and 6416 Colleyville Boulevard. The subject property is zoned PUD-C Planned Unit Development- Commercial district. A Day Care Center is only allowed in the office and commercial districts with the approval of an SUP.

**Existing Conditions/Background:** The subject property is currently known as the Winding Creek Development and is developed as an office park with the Montclair Wedding Venue. Commercial retail uses are permitted on properties adjacent to Colleyville Boulevard. Per the attached site plan, landscaping and elevation exhibits, the proposed business would construct a 10,000 s.f. day care center.

## **Proposed Zoning Change:**

*Request* – The applicant requests an SUP for a Day Care in the PUD-C Planned Unit Development-Commercial zoning district.

The minimum standards for the PUD-C zoning district, which are applicable to this request are as follows:

1. General

a. The purpose of this PUD-C is for office and retail uses.

b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

3. Permitted and Prohibited Uses

a. The following land uses shall be permitted within the Planned Unit Development:

1. All office uses allowed in the Land Development Code.

4. Buildings and Site Plan Approval

a. The total square footage of all office buildings constructed within this development be allowed as follows:

1. General Office: Maximum Square Footage: 34,515

b. All office buildings shall contain no more than one-story unless mixed with retail uses.

c. All buildings constructed as part of this development that do not have frontage along State Highway 26 shall be generally consistent with the building elevation designs, attached as Exhibit "C".

6. Lighting

a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.

7. Landscaping, buffering and open space

b. A 15 foot landscape buffer shall be maintained along the western boundary of the development where it is adjacent to residential properties. Additionally, the landscape buffer shall contain 43 wax myrtles planted on 15 foot centers. The required buffer shall be installed prior to the issuance of the certificate of occupancy for any new structures.

c. A 25 foot building setback shall be maintained along the entire western

property line where it is adjacent to residential properties.

#### 9. Fences and Screening

a. A minimum eight (8) foot masonry screening fence shall be constructed along the entire western property line adjacent to residential properties prior to the issuance of the certificate of occupancy for any new structures.

#### 10. Other

b. For any building not fronting on State Highway 26, the hours of operation shall not exceed 6:30 a.m. to 6:30 p.m. Monday – Friday.

**Surrounding Development:** The property to the north and east are zoned PUD-C Planned Unit Development - Commercial and is unimproved lots within the Winding Creek development. The property to the south is zoned AG Agricultural and is unimproved. Properties to the west are zoned R-20 Single Family Residential and are improved with single family homes.

**Proposed Business:** Per the attached Statement of Planning Objectives the proposed name of the business is "Kiddie Academy Day Care". The business is expected to have 30 staff and 190 students at full capacity. The business will operate a "Kiddie Academy Day Care" that focuses on learning, creativity, compassion, and character. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services.

*Ordinance* – Chapter 3 (Land Use) of the Land Development Code identifies the purpose of a Special Use Permit as:

*"The purpose of a Special Use Permit 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."*

*Analysis Existing and Proposed* – The Special Use Permit request up for consideration is consistent with the land uses located on the subject property and the governing zoning district. Although residential adjacency exists to the west (Kingston Subdivision), the proposal does not appear to be of a nature anticipated to adversely impact the adjacent residential properties.

**Changes from Previous Proposal:** The building location has been shifted to the west with a setback from the property line of 25 feet. The playgrounds previously were located behind the building to the west and are now located on the east side, or front, of the building. The previous tree preservation plan indicated nine trees being

removed. Due to the shifting of the building, two additional trees are proposed to be removed for a total of 11 trees. A photometric plan has been included with the current proposal which indicates the planned development would be in compliance with the PUD-C Ordinance in that the foot candles at the property lines do not exceed 0.5 foot candles.

**Hours of Operation:** The applicant is proposing to amend the PUD-C Ordinance to allow for the hours of operation of the business to not exceed:

- 6:30 am to 6:30 pm daily Monday - Friday

**Parking:** The attached site plan identifies 45 parking spaces provided for the day care. The Land Development Code does prescribe a specific number of parking spaces for the proposed land use of 1 parking space per 5 pupils, plus a drop-off and pick up area. Utilizing this ratio, 38 parking spaces will be required for the proposed day care facility. Sufficient parking is proposed for the site.

**Comprehensive Plan:** The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development as part of the Colleyville Boulevard Corridor. The proposed SUP does not conflict with any portion of the comprehensive plan.

**Public Notification:** Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1000 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. The proposed zoning change is generally consistent with the City's comprehensive plan. Additionally the request is consistent with the land uses located on the subject property and the governing zoning district.

**Planning & Zoning Commission Recommendation:** The Planning & Zoning Commission recommended approval with the recommendation that speed limit signs be placed on the property and that the applicant work with the surrounding property owners to resolve any drainage issues at their July 13, 2020 meeting by a vote of 4-2.

### **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. Business Plan
6. Previous Site Plan
7. Site Plan - Revised
8. Building Elevations
9. Tree Preservation and Landscape Plan
10. Drainage and Grading Plan
11. Photometric Plan
12. Kiddie Academy Sound Study Summary
13. Kiddie Academy City Council Presentation
14. Notification Map
15. Notification List
16. Property Owner Notification
17. Letters of Opposition
18. Ordinance O-20-2127



# Aerial Map



**ZC20-015**

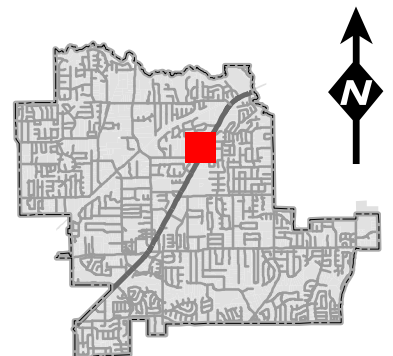
**6412-6416 Colleyville Blvd**

**DISCLAIMER:**

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

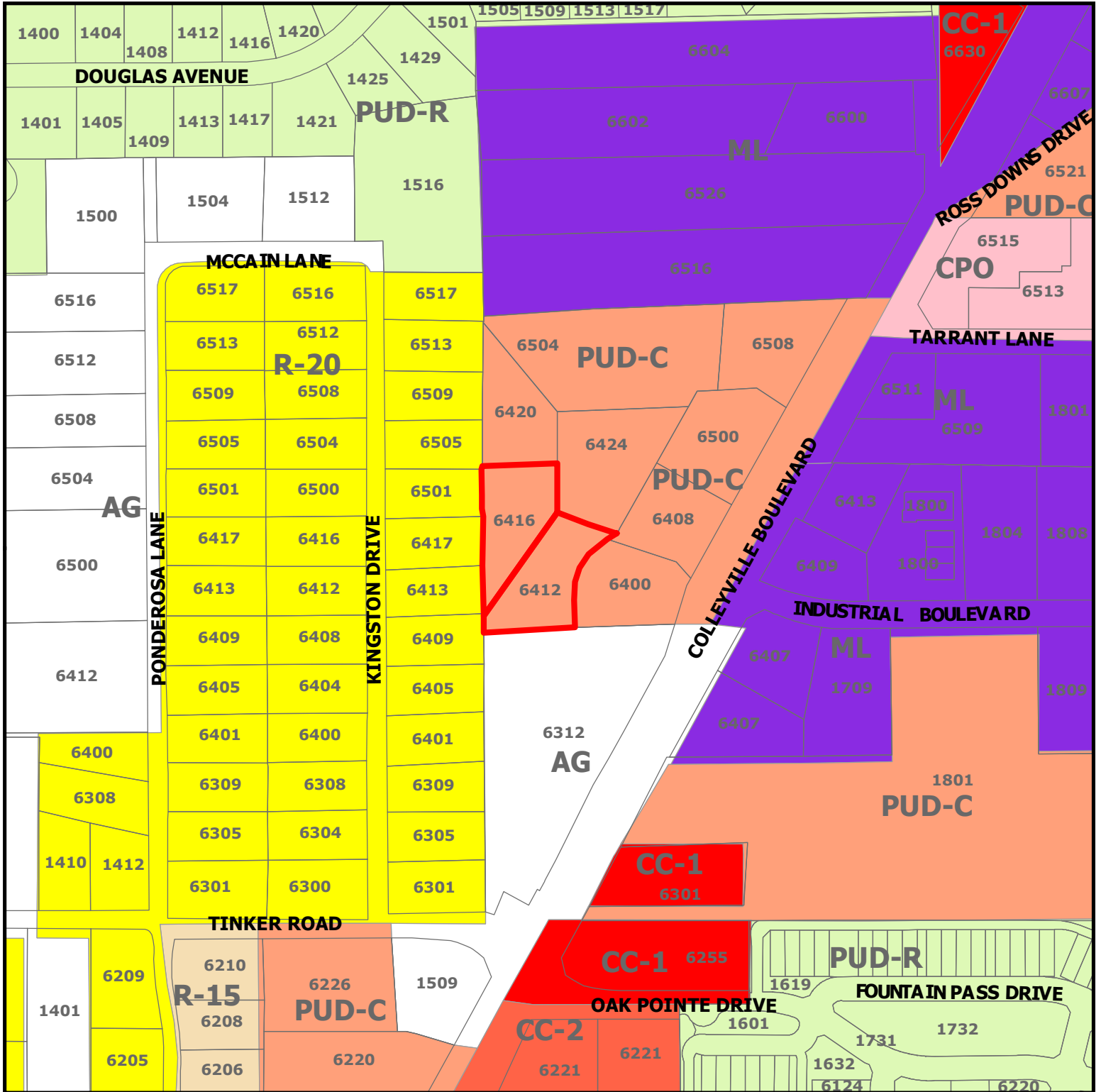


Subject Property





# Zoning Map



**ZC20-015**

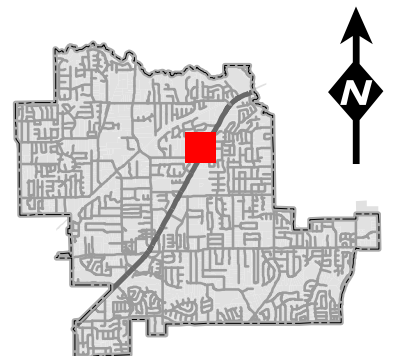
**6412-6416 Colleyville Blvd**

**DISCLAIMER:**

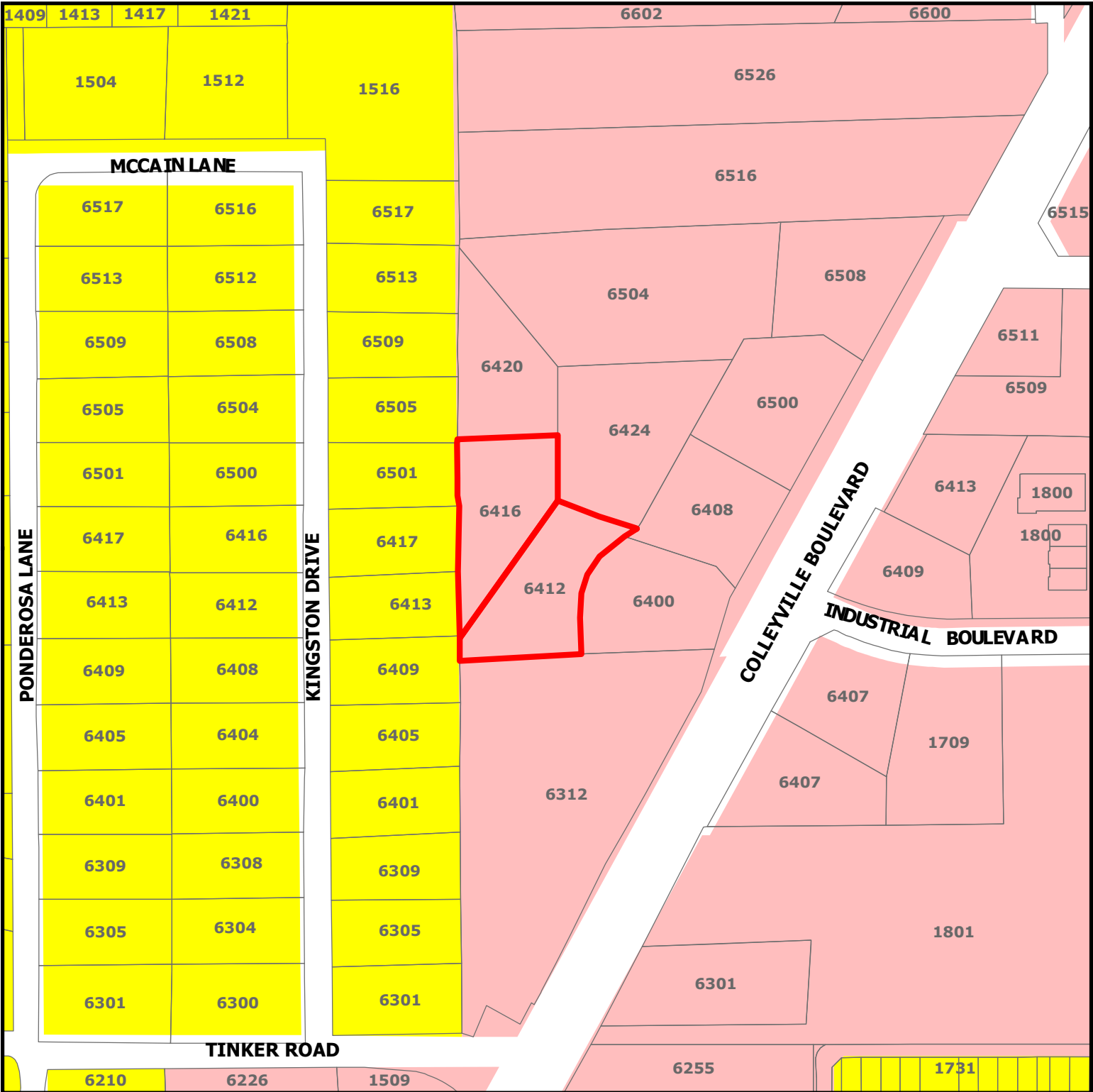
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Subject Property



# Future Land Use Map

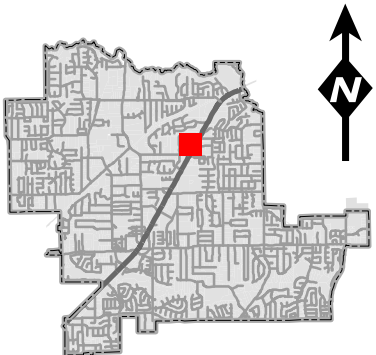


## ZC20-015

### 6412-6416 Colleyville Blvd

**DISCLAIMER:**  
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-  Subject Property
-  Residential
-  Colleyville Blvd Corridor



# Statement of Planning Objectives



T: 469.331.8566 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

## **State of Planning Objectives**

The purpose of the special use permit application is to request for Kiddle Academy Day Care service on Lot 9R & 10R, Block 1, WindingCreek Addition. Kiddle Academy is an educational child care provider that focuses on learning, creativity, compassion, and character. Shaping and inspiring children for the future always have been a critical part of the Kiddle Academy vision. The Kiddle Academy cares for, educates, and encourages its children to do more and be more.

The provided site plan complies with the city of Colleyville ordinance. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services. Adequate vehicular and pedestrian circulation has been providing throughout the site. Proper fire safety accommodations have been provided. Off-street parking for the Kiddle Academy has presented at one space per faculty plus one space per 5 children. Stacking will not be an issue as parents will be required to park in a parking space and enter the building to sign children in and out. The proposed landscape has been shown to meet screening requirements and enhance the overall site aesthetics.

## **Development Schedule**

The Kiddle Academy anticipates estimated to start construction on August 2020. The grand opening day projected on August 2021.

# **Bussiness Plan**

**PROPOSED KIDDIE ACADEMY® OF COLLEYVILLE**



**05/05/2020**

# **Bussiness Plan**

**Kiddie Academy of Colleyville TX**

## **OPERATIONAL INFORMATION**

|                            |                    |
|----------------------------|--------------------|
| <b>Days of Operation:</b>  | Monday thru Friday |
| <b>Hours of Operation:</b> | 6:30 AM - 6:30 PM  |
| <b>Holiday Closings:</b>   | 6 Major Holidays   |
| <b>Square Footage:</b>     | 10,000 sq/ft       |



# Bussiness Plan

## OUTDOOR PLAY AREA

- Total playground square footage: **9,252** square feet
- Play area divided into a minimum of three separate play areas for safety.
- Infant/toddler area approximately: **1,864** square feet
- Pre-school play area approximately: **3,294** square feet, and
- School age play area approximately **4,094** square feet
- Children will have outdoor play twice a day.
- Outdoor play schedules will rotate in accordance with program scheduling (see below). This proposed play schedule is provided for illustrative purposes only and is subject to change based upon age groups.

### Infant/Toddler Playground Schedule

- The largest infant/toddler group size at any given time would be **47** children allowing **80** square feet per child.

#### **Morning**

| Staff/Child Ratio | Age Group | Time Schedule    |
|-------------------|-----------|------------------|
| 1:4               | Infant    | 10:00 - 10:30 AM |
| 1:9 max           | toddler   | 10:30 - 11:00 AM |
| 1:11              | 2 years   | 11:00 - 11:30 AM |

#### **Afternoon**

| Staff/Child Ratio | Age Group | Time Schedule  |
|-------------------|-----------|----------------|
| 1:4               | Infant    | 3:00 - 3:30 PM |
| 1:9 max           | toddler   | 3:30 - 4:00 PM |
| 1:11              | 2 years   | 4:00 - 4:30 PM |

### Pre-School and School Age Playground Schedule

- The largest group size at any given time would be **48** children allowing **80** square feet per child.

#### **Morning**

| Staff/Child Ratio | Age Group | Time Schedule    |
|-------------------|-----------|------------------|
| 1:15              | 3 years   | 9:30 - 10:00 AM  |
| 1:18              | 4 years   | 10:00 - 10:30 AM |
| 1:22              | 5 years   | 10:30 - 11:00 AM |

#### **Afternoon**

| Staff/Child Ratio | Age Group | Time Schedule  |
|-------------------|-----------|----------------|
| 1:15              | 3 years   | 3:00 - 3:30 PM |
| 1:18              | 4 years   | 3:30 - 4:00 PM |
| 1:22              | 5 years   | 4:00 - 4:30 PM |

# Bussiness Plan

## TRAFFIC FLOW

CAPACITY

190

### PARENT PARKING

#### DROP OFF AM

| Time        | Children Drop Off | Cumulative Children | Number of Cars | Time          | Children Drop Off | Cumulative Children | Number of Cars |
|-------------|-------------------|---------------------|----------------|---------------|-------------------|---------------------|----------------|
| 6:30 - 6:40 | 4                 | 4                   | 3              | 8:00 - 8:10   | 17                | 99                  | 12             |
| 6:40 - 6:50 | 6                 | 10                  | 4              | 8:10 - 8:20   | 17                | 116                 | 12             |
| 6:50 - 7:00 | 6                 | 15                  | 4              | 8:20 - 8:30   | 15                | 131                 | 11             |
| 7:00 - 7:10 | 8                 | 23                  | 5              | 8:30 - 8:40   | 13                | 144                 | 9              |
| 7:10 - 7:20 | 10                | 32                  | 7              | 8:40 - 8:50   | 13                | 158                 | 9              |
| 7:20 - 7:30 | 11                | 44                  | 8              | 8:50 - 9:00   | 13                | 171                 | 9              |
| 7:30 - 7:40 | 11                | 55                  | 8              | 9:00 - 9:30   | 10                | 181                 | 7              |
| 7:40 - 7:50 | 13                | 68                  | 9              | 9:30 - 10:00  | 6                 | 186                 | 4              |
| 7:50 - 8:00 | 13                | 82                  | 9              | 10:00 - 10:30 | 4                 | 190                 | 3              |

#### PICK-UP PM

| Time        | Children Pick up | Cumulative Children | Number of Cars | Time        | Children Pick up | Cumulative Children | Number of Cars |
|-------------|------------------|---------------------|----------------|-------------|------------------|---------------------|----------------|
| 3:00 - 3:10 | 2                | 188                 | 1              | 4:40 - 5:00 | 13               | 110                 | 9              |
| 3:10 - 3:20 | 4                | 184                 | 3              | 5:00 - 5:10 | 15               | 95                  | 11             |
| 3:20 - 3:30 | 4                | 181                 | 3              | 5:10 - 5:20 | 15               | 80                  | 11             |
| 3:30 - 3:40 | 5                | 176                 | 3              | 5:20 - 5:30 | 17               | 63                  | 12             |
| 3:40 - 3:50 | 5                | 171                 | 3              | 5:30 - 5:40 | 17               | 46                  | 12             |
| 3:50 - 4:00 | 6                | 165                 | 4              | 5:40 - 5:50 | 17               | 29                  | 12             |
| 4:00 - 4:10 | 8                | 158                 | 5              | 5:50 - 6:00 | 11               | 17                  | 8              |
| 4:10 - 4:20 | 10               | 148                 | 7              | 6:00 - 6:10 | 8                | 9                   | 5              |
| 4:20 - 4:30 | 11               | 137                 | 8              | 6:10 - 6:20 | 6                | 4                   | 3              |
| 4:30 - 4:40 | 13               | 124                 | 9              | 6:20 - 6:30 | 4                | 0                   | 3              |

### PARENT AND STAFF PARKING

#### TOTAL (AM)

| Time        | # of Staff at Academy | Total Cars (Staff & Parents)* |  | Time          | # of Staff at Academy | Total Cars (Staff & Parents)* |
|-------------|-----------------------|-------------------------------|--|---------------|-----------------------|-------------------------------|
| 6:30 - 6:40 | 2                     | 5                             |  | 8:00 - 8:10   | 13                    | 23                            |
| 6:40 - 6:50 | 3                     | 7                             |  | 8:10 - 8:20   | 15                    | 25                            |
| 6:50 - 7:00 | 4                     | 8                             |  | 8:20 - 8:30   | 16                    | 25                            |
| 7:00 - 7:10 | 5                     | 10                            |  | 8:30 - 8:40   | 18                    | 25                            |
| 7:10 - 7:20 | 6                     | 12                            |  | 8:40 - 8:50   | 19                    | 26                            |
| 7:20 - 7:30 | 7                     | 14                            |  | 8:50 - 9:00   | 21                    | 27                            |
| 7:30 - 7:40 | 8                     | 15                            |  | 9:00 - 9:30   | 22                    | 26                            |
| 7:40 - 7:50 | 10                    | 18                            |  | 9:30 - 10:00  | 22                    | 24                            |
| 7:50 - 8:00 | 11                    | 19                            |  | 10:00 - 10:30 | 23                    | 23                            |

\*Considers 15% of Staff do not park a car at the Academy

| Mid-day      | Total Projected Cars* |
|--------------|-----------------------|
| 10:30 - 3:00 | 20                    |

#### TOTAL (PM)

| Time        | # of Staff at Academy | Total Cars (Staff & Parents)* |  | Time        | # of Staff at Academy | Total Cars (Staff & Parents)* |
|-------------|-----------------------|-------------------------------|--|-------------|-----------------------|-------------------------------|
| 3:00 - 3:10 | 24                    | 25                            |  | 4:40 - 5:00 | 13                    | 22                            |
| 3:10 - 3:20 | 23                    | 25                            |  | 5:00 - 5:10 | 11                    | 22                            |
| 3:20 - 3:30 | 23                    | 25                            |  | 5:10 - 5:20 | 10                    | 20                            |
| 3:30 - 3:40 | 22                    | 25                            |  | 5:20 - 5:30 | 8                     | 20                            |
| 3:40 - 3:50 | 20                    | 23                            |  | 5:30 - 5:40 | 6                     | 18                            |
| 3:50 - 4:00 | 19                    | 23                            |  | 5:40 - 5:50 | 4                     | 16                            |
| 4:00 - 4:10 | 18                    | 23                            |  | 5:50 - 6:00 | 3                     | 11                            |
| 4:10 - 4:20 | 17                    | 24                            |  | 6:00 - 6:10 | 2                     | 7                             |
| 4:20 - 4:30 | 16                    | 24                            |  | 6:10 - 6:20 | 2                     | 5                             |
| 4:30 - 4:40 | 15                    | 24                            |  | 6:20 - 6:30 | 2                     | 5                             |

\*Considers 15% of Staff do not park a car at the Academy

# **Bussiness Plan**

## **TRAFFIC FLOW RESULTS**

### **Drop off / Pick up Schedules of Children**

- Approximately **115** parent cars are projected during peak drop off (7:00 – 9:00 AM) in intervals of 10 minutes.
- Approximately **104** parent cars are projected during peak pick up (4:00 – 6:00 PM) in intervals of 10 minutes.
- Approximately 1/3 of children enrolled in program are 2 sibling households.

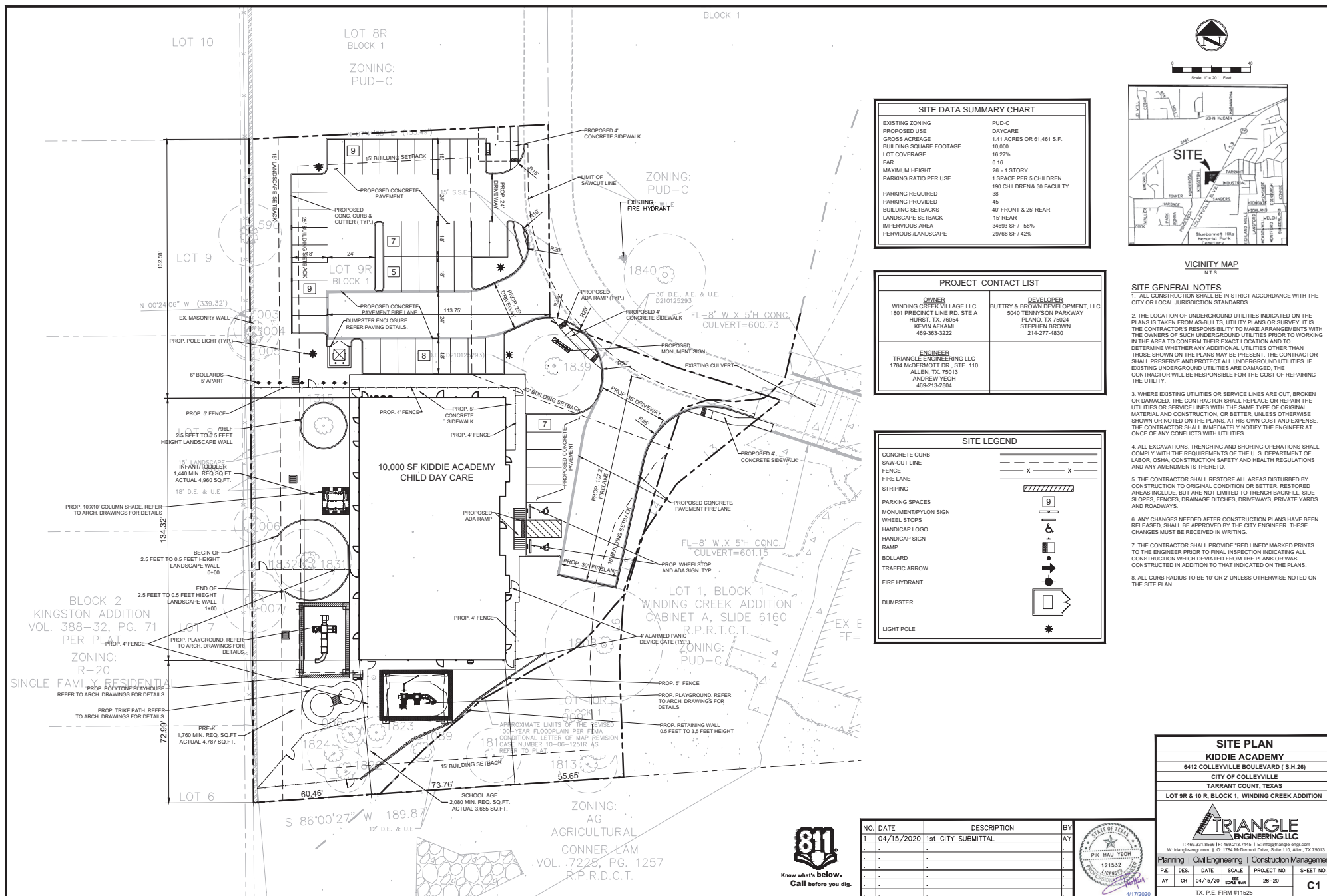
### **Staff Parking**

- A maximum of **17** teachers and two (2) administrators (part time food service personnel and director) are planned to maintain staff/child ratios and management of the academy throughout the day. This equates to a total of **19** staff members.
- Approximately 15% of staff is dropped off at the academy or has another means of transportation to the academy.

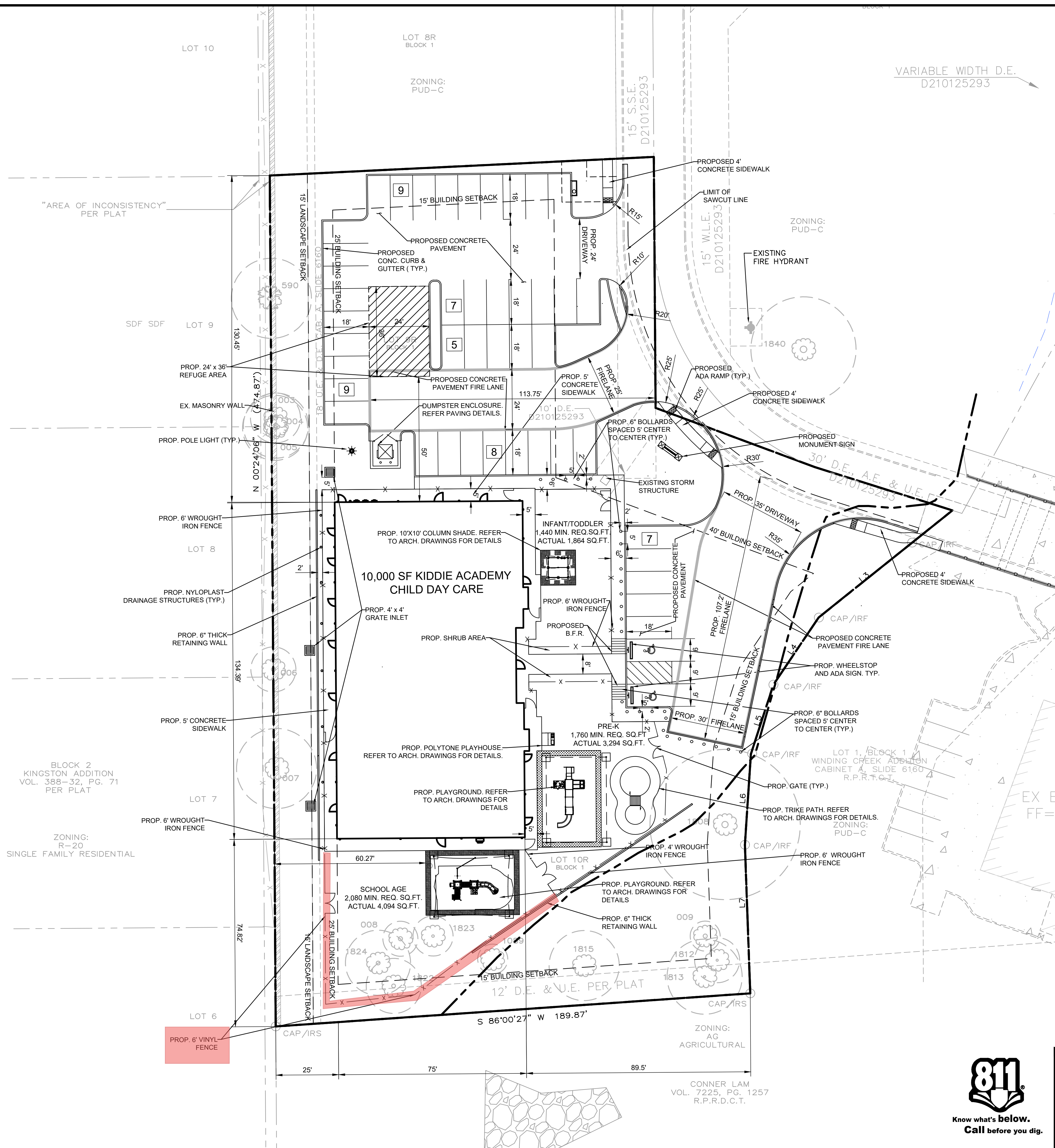
### **Total Projected Parking**

- The projected total number of parent and staff cars for any period of time is **27**

## Site Plan



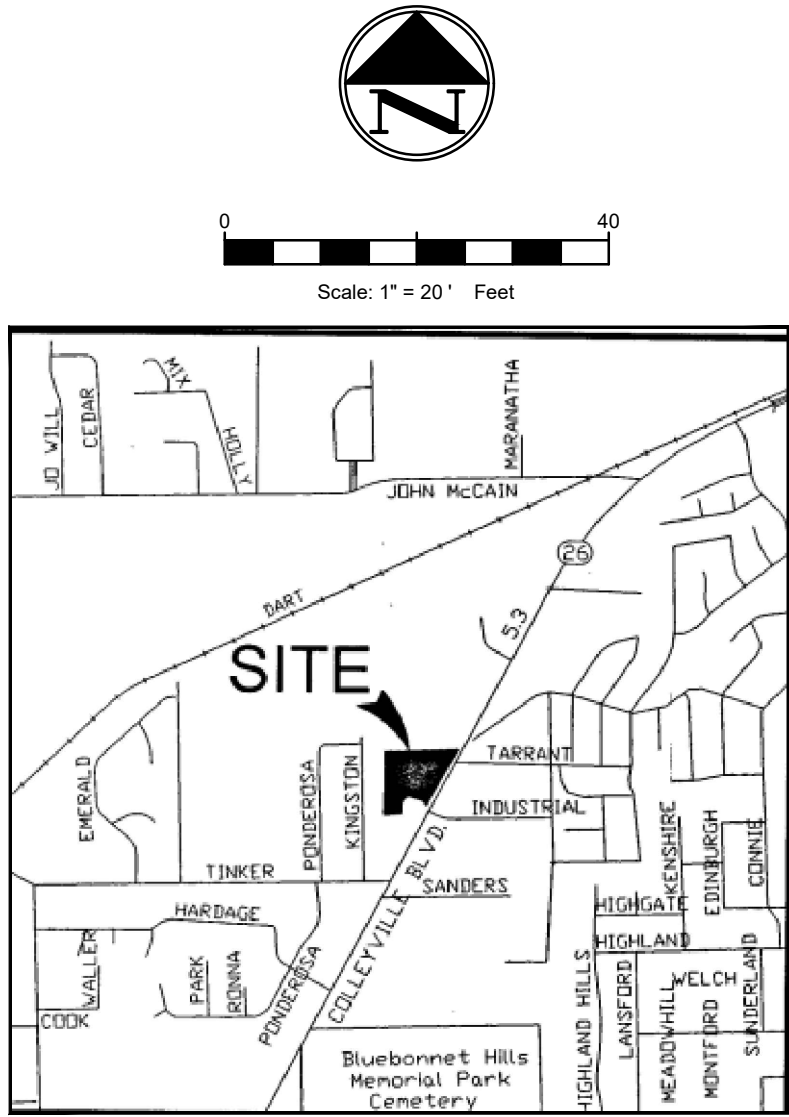




| SITE DATA SUMMARY CHART |                            |
|-------------------------|----------------------------|
| EXISTING ZONING         | PUD-C                      |
| PROPOSED USE            | DAYCARE                    |
| GROSS ACREAGE           | 1.473 ACRES OR 64,164 S.F. |
| BUILDING SQUARE FOOTAGE | 10,000                     |
| LOT COVERAGE            | 16.27%                     |
| FAR                     | 0.16                       |
| MAXIMUM HEIGHT          | 26' - 1 STORY              |
| PARKING RATIO PER USE   | 1 SPACE PER 5 CHILDREN     |
| PARKING REQUIRED        | 190 CHILDREN               |
| PARKING PROVIDED        | 38                         |
| BUILDING SETBACKS       | 40' FRONT & 25' REAR       |
| LANDSCAPE SETBACK       | 15' REAR                   |
| IMPERVIOUS AREA         | 34,693 SF / 54%            |
| PERVIOUS /LANDSCAPE     | 29,471 SF / 46%            |

| PROJECT CONTACT LIST                                                                                                    |                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| OWNER<br>WINDING CREEK VILLAGE LLC<br>1801 PRECINCT LINE RD. STE A<br>HURST, TX. 76054<br>KEVIN AFKAMI<br>469-363-3222  | DEVELOPER<br>BUTTRY & BROWN DEVELOPMENT, LLC<br>5040 TENNYSON PARKWAY<br>PLANO, TX 75024<br>STEPHEN BROWN<br>214-277-4830 |
| ENGINEER<br>TRIANGLE ENGINEERING LLC<br>1784 McDERMOTT DR., STE. 110<br>ALLEN, TX. 75013<br>ANDREW YEOH<br>469-213-2804 |                                                                                                                           |

| SITE LEGEND         |     |
|---------------------|-----|
| CONCRETE CURB       | --- |
| SAW-CUT LINE        | --- |
| FENCE               | X X |
| FIRE LANE           | --- |
| STRIPING            | --- |
| PARKING SPACES      | 9   |
| MONUMENT/PYLON SIGN | --- |
| WHEEL STOPS         | --- |
| HANDICAP LOGO       | --- |
| HANDICAP SIGN       | --- |
| RAMP                | --- |
| BOLLARD             | --- |
| TRAFFIC ARROW       | --- |
| FIRE HYDRANT        | --- |
| DUMPSTER            | --- |
| LIGHT POLE          | --- |



- VICINITY MAP**  
N.T.S.
- SITE GENERAL NOTES**
1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
  2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
  3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS. AT HIS OWN COST AND EXPENSE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
  4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
  5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
  6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
  7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
  8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

**SITE PLAN**  
**KIDDLE ACADEMY**  
6412 COLLEYVILLE BOULEVARD ( S.H.26)  
CITY OF COLLEYVILLE  
TARRANT COUNT, TEXAS  
LOT 9R & 10 R, BLOCK 1, WINDING CREEK ADDITION

**TRIANGLE ENGINEERING LLC**  
T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com  
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

|      |      |          |           |             |           |
|------|------|----------|-----------|-------------|-----------|
| P.E. | DES. | DATE     | SCALE     | PROJECT NO. | SHEET NO. |
| AY   | GH   | 04/15/20 | SCALE BAR | 28-20       | C1        |

TX. P.E. FIRM #11525



| NO. | DATE       | DESCRIPTION        | BY |
|-----|------------|--------------------|----|
| 1   | 04/15/2020 | 1st CITY SUBMITTAL | AY |
| 2   | 06/15/2020 | 2nd CITY SUBMITTAL | AY |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |

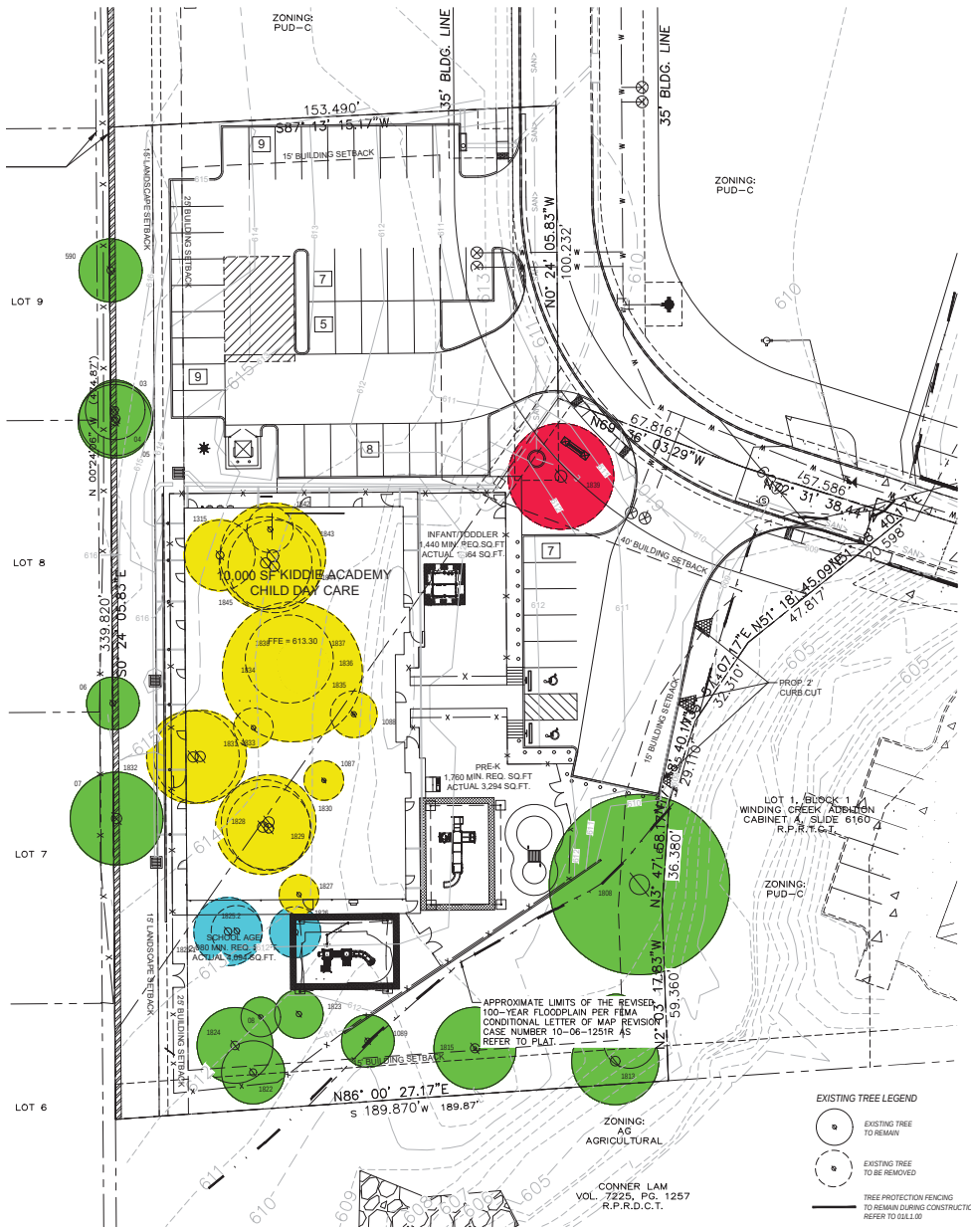








# Tree Preservation and Landscape Plan



## EXISTING TREE CHART

| NO.    | DA (INCHES) | MITIGATION REQUIRED | SPECIES (COMMON NAME)          | CANOPY COVERAGE | REMARKS                                  |
|--------|-------------|---------------------|--------------------------------|-----------------|------------------------------------------|
| 03     | 10          | 0                   | GUM BUMELIA                    | 324             | TO REMAIN                                |
| 04     | 13          | 0                   | POST OAK                       | 532             | TO REMAIN                                |
| 05     | 13          | 0                   | POST OAK                       | 532             | TO REMAIN                                |
| 06     | 9           | 0                   | POST OAK                       | 254             | TO REMAIN                                |
| 07     | 18          | 0                   | BLACKJACK OAK                  | 864             | TO REMAIN                                |
| 08     | 7           | 0                   | AMERICAN ELM                   | 152             | TO REMAIN                                |
| 09     | 6           | 0                   | OSAGE (ORANGE) (NON PROTECTED) | 132             | TO REMAIN                                |
| 10     | 10          | 0                   | AMERICAN ELM                   | 404             | TO REMAIN                                |
| 1087   | 7           | 0                   | SLASH PINE                     | 154             | TO BE REMOVED (BUILDING PAD)             |
| 1088   | 8           | 0                   | BLACKJACK OAK                  | 332             | TO REMAIN                                |
| 1089   | 6           | 0                   | AMERICAN ELM                   | 132             | TO REMAIN                                |
| 1125   | 12          | 0                   | GUM BUMELIA                    | 452             | TO BE REMOVED (BUILDING PAD)             |
| 1308   | 30          | 0                   | POST OAK                       | 2827            | TO REMAIN                                |
| 1312   | 9           | 0                   | POST OAK                       | 254             | TO REMAIN                                |
| 1313   | 15          | 0                   | POST OAK                       | 707             | TO REMAIN                                |
| 1315   | 14          | 0                   | BLACKJACK OAK                  | 616             | TO REMAIN                                |
| 1322   | 9           | 0                   | POST OAK                       | 380             | TO REMAIN                                |
| 1323   | 8.0         | 0                   | AMERICAN ELM                   | 254             | TO REMAIN                                |
| 1324   | 12          | 0                   | AMERICAN ELM                   | 332             | TO REMAIN                                |
| 1325.1 | 10          | 0                   | POST OAK                       | 427             | TO BE REMOVED                            |
| 1325.2 | 6           | 0                   | POST OAK                       | 240             | TO BE REMOVED                            |
| 1329   | 9           | 0                   | POST OAK                       | 254             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |
| 1327   | 7           | 0                   | BLACKJACK OAK                  | 154             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |
| 1328   | 16          | 4000                | POST OAK                       | 864             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |
| 1329   | 14          | 0                   | POST OAK                       | 616             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |
| 1330   | 16          | 4000                | POST OAK                       | 864             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |
| 1331   | 21          | \$2300 VALUE        | POST OAK                       | 1386            | TO BE REMOVED (BUILDING PAD)             |
| 1332   | 16          | 4000                | POST OAK                       | 864             | TO BE REMOVED (BUILDING PAD)             |
| 1333   | 7           | 0                   | HACKBERRY (NON PROTECTED)      | 864             | TO BE REMOVED                            |
| 1334   | 24          | \$2400 VALUE        | POST OAK                       | 3310            | TO BE REMOVED (BUILDING PAD)             |
| 1335   | 8           | 0                   | POST OAK                       | 202             | TO BE REMOVED (BUILDING PAD)             |
| 1336   | 8           | 0                   | POST OAK                       | 202             | TO BE REMOVED (BUILDING PAD)             |
| 1337   | 8           | 0                   | POST OAK                       | 202             | TO BE REMOVED (BUILDING PAD)             |
| 1338   | 15          | 3035                | POST OAK                       | 707             | TO BE REMOVED (BUILDING PAD)             |
| 1339   | 16          | 0                   | BLACKJACK OAK                  | 864             | TO REMAIN                                |
| 1340   | 21          | 0                   | OSAGE (ORANGE) (NON PROTECTED) | 1386            | TO BE REMOVED                            |
| 1342   | 8           | 0                   | EASTERN RED CEDAR              | 202             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |
| 1343   | 32.34       | \$2300 VALUE        | POST OAK                       | 3454            | TO BE REMOVED (BUILDING PAD)             |
| 1344   | 18          | \$1800 VALUE        | POST OAK                       | 1018            | TO BE REMOVED (BUILDING PAD)             |
| 1345   | 16          | 4000                | POST OAK                       | 864             | TO BE REMOVED (B.L.F. FROM BUILDING PAD) |

15,261 S.F. OF TREE CANOPY TO BE REMOVED  
12,351 S.F. OF TREE CANOPY TO BE REMOVED ARE LOCATED ON WITHIN 5' L.F. OF THE BUILDING PAD  
921 S.F. OF TREE PROTECTED TREE CANOPY TO BE REMOVED FROM THE REMAINDER OF THE SITE  
2,189 S.F. OF UNPROTECTED TREE CANOPY TO BE REMOVED FROM THE REMAINDER OF THE SITE

50% OF THE EXISTING TREE CANOPY THAT IS NOT LOCATED WITHIN THE BUILDING PAD MUST BE PRESERVED (800 S.F. OF CANOPY X .50 = 400 S.F. OF TREE CANOPY PRESERVATION)  
9,881 S.F. OF TREE CANOPY TO BE PRESERVED

19,615 S.F. OF HERITAGE TREE CANOPY IS WITH IN THE BUILDING PAD AND REQUIRE MITIGATION  
10-7 CALIPER LARGE CANOPY TREES ARE PROPOSED TO BE PLANTED ON SITE-20,000 S.F.

TREE NUMBERS 1333 (\$2300 TREE VALUE), 1344 (\$2400 VALUE), AND 1343 (\$2000 TREE VALUE), AND 1344 (\$2000 VALUE) ARE TO BE PAD INTO  
THE CITY TREE FUND-\$9500.00

64 CALIPER INCHES OF MITIGATION IS REQUIRED ON LOT 9R AND 10R PER DEVELOPER AGREEMENTS  
64 CALIPER INCHES TO BE PAD INTO THE CITY TREE FUND @ \$100.00 PER CALIPER INCH-\$6400.00

## TREE PROTECTION STANDARDS

The following procedures shall be followed for all construction projects which involve activity that requires Urban Forestry Review, unless an alternative is deemed appropriate by the Administrative Official.

### A. Pre-Construction The ensuing procedures shall be followed prior to construction.

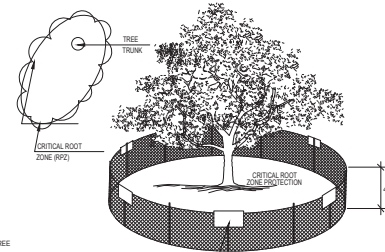
- All Preserved Trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height.
- Lumber shall be wrapped vertically around the tree trunk and held in place with wire or any other non-damaging method if a tree is within ten (10') feet of the construction of a building or any other situation determined by the Administrative Official that would pose a physical risk to the tree trunk.
- In order to prevent damage to low hanging limbs, anything that may be impacted by equipment shall be pruned according to ANSI A300 standards.
- Each area of tree protection shall require temporary signage that indicates the area is a "Tree Protection Area" and to "Keep Out". A wording standard will be developed, updated, and maintained by the Administrative Official. The wording shall be in English and Spanish and include the appropriate contact phone number with the City to report violations.

### B. During Construction The following procedures shall be followed within the limits of the Critical Root Zone (CRZ) of any Preserved Tree for any activity that is subject to the requirements of this chapter.

- No placement of materials intended for use in construction or waste materials accumulated due to excavation or demolition.
- No equipment may be cleaned or other liquids deposited. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
- No signs, wires or other attachments, other than those of a protective nature shall be attached to the trees.
- No vehicular and construction equipment traffic or parking.
- Underground utilities shall be bored underneath trees' CRZ unless pre-approved by the Administrative Official.
- Irrigation systems shall be designed to NOT require branching across the critical root zone of any tree unless otherwise approved by the Administrative Official.
- No digging, building, paving, or elevation changes.

## EXISTING TREE LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO DUL.1.00

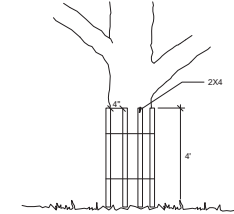


TEMPORARY SIGNAGE THAT INDICATES THIS AREA IS A "TREE PROTECTION AREA" REFER TO TREE PROTECTION STANDARDS FOR INFORMATION THAT IS REQUIRED TO BE ON SIGNS

NOTE: FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE CRITICAL ROOT ZONE AND LIMITED TO PROJECT BOUNDARY

## 01 TREE PROTECTION FENCE A

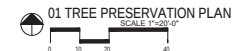
NOT TO SCALE



NOTE: WRAP TREE TRUNK WITH 2 X 4 STUDS AND ROPE OR BAND IN PLACE AS NEEDED TO PROTECT TREES IN WORK AREAS

## 02 TREE PROTECTION FENCE B

NOT TO SCALE



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1784 W. MODEROTT DR.  
SUITE 110  
ALLEN, TEXAS 75013  
(409) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



KIDDIE ACADEMY  
COLLEVILLE BLVD.  
CITY OF COLLEVILLE, TEXAS

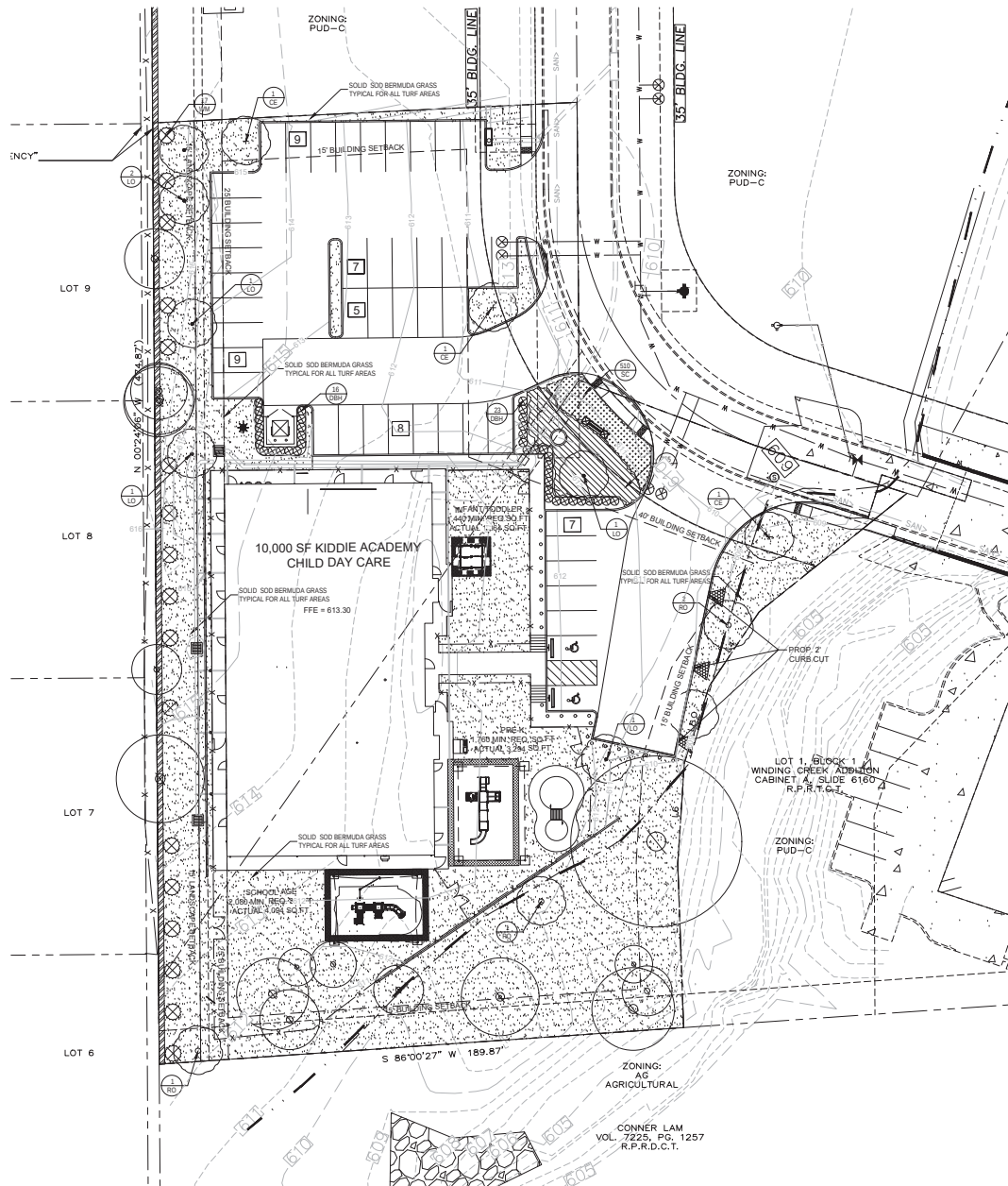
ISSUE:  
FOR APPROVAL 03.16.2020  
CITY COMMENTS 04.16.2020  
CITY COMMENTS 04.29.2020  
FOR APPROVAL 06.12.2020

DATE:  
06.12.2020

SHEET NAME:  
TREE PRESERVATION PLAN

SHEET NUMBER:  
L.1

# Tree Preservation and Landscape Plan



## GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRANKLIN SOIL FROM THE REGION, KNOWN AS: BOTTOM AND SOIL, FREE FROM LIMBS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPILLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

## LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

## SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL, 1" BELOW FINAL FINISH GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL JOINTS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS AT A RATE OF 1/2 POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

## LANDSCAPE TABULATIONS

SITE AREA - 64,162 s.f.

Requirement: 30% of the total site area to be landscape area.

50% of the required landscape area to be located in the front yard.

Required: 10,248 s.f. (32%)

Provided: 26,768 s.f. (42%)

Requirement: 10,230 s.f. (33%)

PARKING LOTS - 45 spaces

Requirement: (1) tree per 10 parking spaces

All parking spaces to be within 90 ft. of canopy tree

Required: (3) canopy trees, 3" cal.

Provided: (3) canopy trees, 3" cal.

All spaces within 90 ft. of tree

RESIDENTIAL ADJACENCY

Requirement: 15' wide landscape buffer

Required: 15' wide landscape buffer

Wax Myrtle Shrubs 15' o.c.

Wax Myrtle Shrubs 15' o.c.

## PLANT MATERIAL SCHEDULE

| TREES        |     |                     |                               |         |                                                        |
|--------------|-----|---------------------|-------------------------------|---------|--------------------------------------------------------|
| TYPE         | QTY | COMMON NAME         | BOTANICAL NAME                | SIZE    | REMARKS                                                |
| CE           | 3   | Cedar Elm           | Ulmus crassifolia             | 3" cal. | B&B, 12" ht., 5' spread min., 5' clear trunk           |
| LO           | 6   | Lives Oak           | Quercus virginiana            | 3" cal. | container, 12" ht., 5' spread, 3' clear straight trunk |
| RO           | 4   | Red Oak             | Quercus shumardii             | 3" cal. | container, 12" ht., 5' spread, 3' clear straight trunk |
| SHRUBS       |     |                     |                               |         |                                                        |
| TYPE         | QTY | COMMON NAME         | BOTANICAL NAME                | SIZE    | REMARKS                                                |
| DBH          | 39  | Dwarf Burford Holly | Ilex cornuta burfordii 'nana' | 5 gal.  | container, 24" ht., 20" spread                         |
| WM           | 17  | Wax Myrtle          | Myrica carolinensis           | 15 gal. | container, 48" ht., 30" spread                         |
| GROUNDCOVERS |     |                     |                               |         |                                                        |
| TYPE         | QTY | COMMON NAME         | BOTANICAL NAME                | SIZE    | REMARKS                                                |
| SC           | 510 | Seasonal Color      | Liriodendron tulipifera       | 4" pots | selection by owner, 12" o.c.                           |
| LIR          | 755 | Liriodendron        | Liriodendron tulipifera       | 4" pots | container, 3-12" runners min., 12" o.c.                |
|              |     | 419' Bermudagrass   | Cynodon dactylon 419'         |         | Solid Sod refer to notes                               |

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

01 LANDSCAPE PLAN  
SCALE 1"=20' 0"

LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1784 W. MACDONALD ST.  
SUITE 110  
ALLEN, TEXAS 75013  
(409) 369-4448  
CHRS@STUDIOGREENSPOT.COM



KIDDLE ACADEMY  
COLLEVILLE BLVD.  
CITY OF COLLEVILLE, TEXAS

ISSUE:  
FOR APPROVAL 03.16.2020  
CITY COMMENTS 04.16.2020  
CITY COMMENTS 04.29.2020  
FOR APPROVAL 06.12.2020

DATE:  
06.12.2020

SHEET NAME:  
LANDSCAPE PLAN

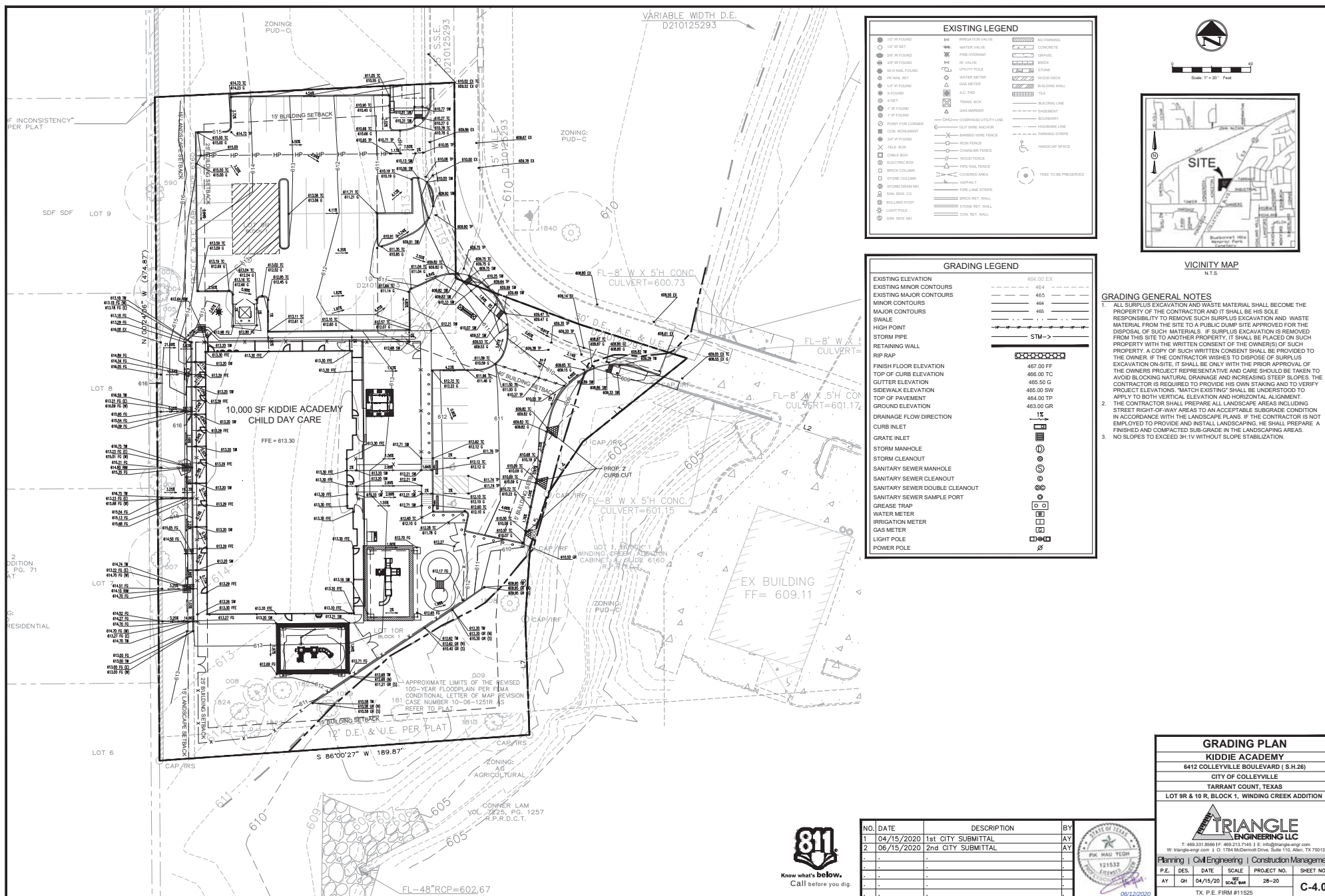
SHEET NUMBER:

L.2

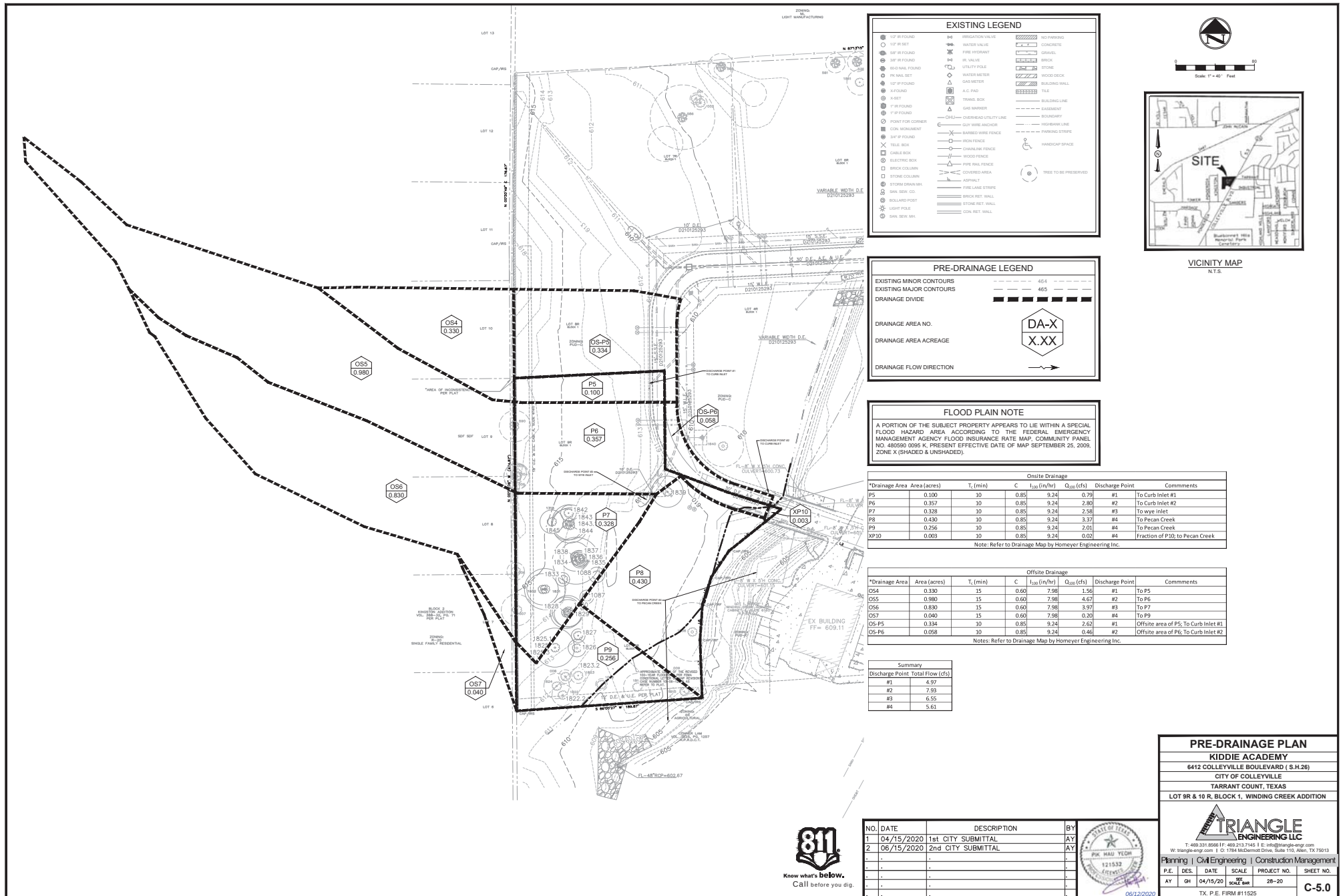




## Drainage and Grading Plan

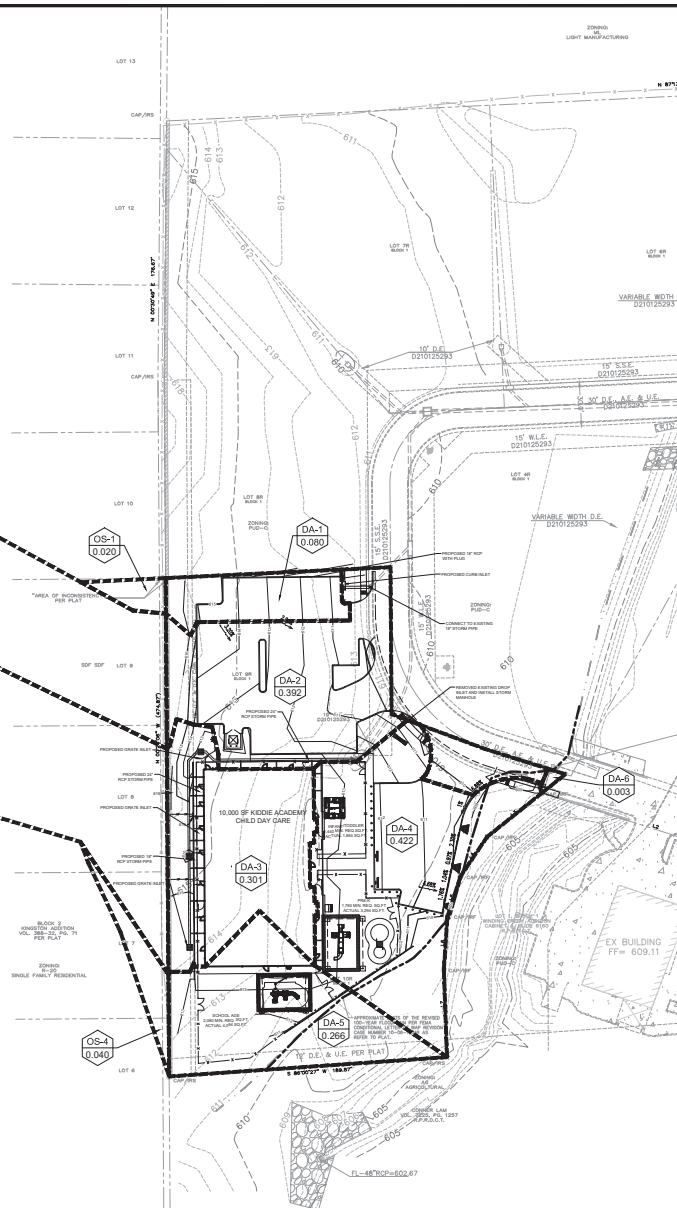


## Drainage and Grading Plan





## Drainage and Grading Plan

[illegible]

### POST-DRAINAGE LEGEND

|                         |                                                                                     |      |
|-------------------------|-------------------------------------------------------------------------------------|------|
| EXISTING MINOR CONTOURS | ----                                                                                | 45.5 |
| EXISTING MAJOR CONTOURS | ----                                                                                | 46.5 |
| MINOR CONTOURS          | ----                                                                                | 46.4 |
| MAJOR CONTOURS          | ----                                                                                | 46.6 |
| DRAINAGE DIVIDE         |  |      |
| HIGH POINT              |  |      |

DRAINAGE AREA NO.

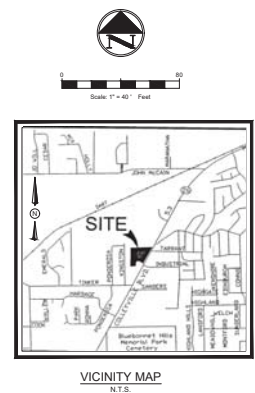
DRAINAGE AREA ACREAGE

DRAINAGE FLOW DIRECTION



| FLOOD PLAIN NOTE                                                                                                                                                                                                                                                                       |              |                                |      |                            |           |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------|------|----------------------------|-----------|-------------------|
| A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PLAN NO. 480550 ISSUED 6/8. PRESENT EFFECTIVE DATE OF MAP SEPTEMBER 25, 2009. ZONE K (SHADED & UNSHADED) |              |                                |      |                            |           |                   |
| Onsite Drainage                                                                                                                                                                                                                                                                        |              |                                |      |                            |           |                   |
| Drainage Area                                                                                                                                                                                                                                                                          | Area (acres) | T <sub>1</sub> (min)           | C    | $t_{base} (in/hr) Q_{100}$ | Discharge | Comments          |
| DA-1                                                                                                                                                                                                                                                                                   | 0.0005       | 10                             | 0.85 | 9.24                       | 0.63      | #1 To curb inlet  |
| DA-2                                                                                                                                                                                                                                                                                   | 0.391        | 10                             | 0.85 | 9.24                       | 1.08      | #2 To curb inlet  |
| DA-3                                                                                                                                                                                                                                                                                   | 0.301        | 10                             | 0.85 | 9.24                       | 2.36      | #3 To wave inlet  |
| DA-4                                                                                                                                                                                                                                                                                   | 0.422        | 10                             | 0.85 | 9.24                       | 3.31      | #4 To Pecan Creek |
| DA-5                                                                                                                                                                                                                                                                                   | 0.266        | 10                             | 0.85 | 9.24                       | 2.09      | #4 To Pecan Creek |
| DA-6                                                                                                                                                                                                                                                                                   | 0.005        | 10                             | 0.85 | 9.24                       | 0.02      | #4 To Pecan Creek |
| Offsite Drainage                                                                                                                                                                                                                                                                       |              |                                |      |                            |           |                   |
| Drainage Area                                                                                                                                                                                                                                                                          | Area (acres) | T <sub>1</sub> (min)           | C    | $t_{base} (in/hr) Q_{100}$ | Discharge | Comments          |
| OS-1                                                                                                                                                                                                                                                                                   | 0.002        | 15                             | 0.6  | 7.98                       | 0.10      | #1 To DA-1        |
| OS-2                                                                                                                                                                                                                                                                                   | 0.98         | 15                             | 0.6  | 7.98                       | 4.69      | #2 To DA-2        |
| OS-3                                                                                                                                                                                                                                                                                   | 0.83         | 15                             | 0.6  | 7.98                       | 3.97      | #3 To DA-3        |
| OS-4                                                                                                                                                                                                                                                                                   | 0.04         | 15                             | 0.6  | 7.98                       | 0.19      | #4 To DA-5        |
| Summary                                                                                                                                                                                                                                                                                |              |                                |      |                            |           |                   |
| Discharge Pre-Drainage Total Flow (cfs)                                                                                                                                                                                                                                                |              | Post-Drainage Total Flow (cfs) |      | Comments                   |           |                   |
| #1                                                                                                                                                                                                                                                                                     |              | 4.96                           | 0.73 | OK                         |           |                   |
| #2                                                                                                                                                                                                                                                                                     |              | 7.93                           | 7.77 | OK                         |           |                   |
| #3                                                                                                                                                                                                                                                                                     |              | 5.64                           | 6.34 | OK                         |           |                   |
| #4                                                                                                                                                                                                                                                                                     |              | 5.64                           | 5.61 | OK                         |           |                   |

| NO. | DATE       | DESCRIPTION        | BY |
|-----|------------|--------------------|----|
| 1   | 04/15/2020 | 1st CITY SUBMITTAL | AY |
| 2   | 06/15/2020 | 2nd CITY SUBMITTAL | AY |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |
| .   | .          | .                  | .  |



|                                                                                                                                                                                                                                                                                                                                                                                                                |      |          |               |              |  |  |  |           |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|---------------|--------------|--|--|--|-----------|--|
| <h1 style="text-align: center;">POST-DRAINAGE PLAN</h1> <h2 style="text-align: center;">KIDDIE ACADEMY</h2> <p style="text-align: center;">6412 COLLEYVILLE BOULEVARD ( S.H.26 )</p> <p style="text-align: center;">CITY OF COLLEYVILLE</p> <p style="text-align: center;">TARRANT COUNTY, TEXAS</p> <p style="text-align: center;">LOT SR &amp; 10 R. BLOCK 1, WINDING CREEK ADDITION</p>                     |      |          |               |              |  |  |  |           |  |
|  <div style="display: inline-block; vertical-align: middle;"> <h3 style="margin: 0;">TRIANGLE</h3> <p style="margin: 0;">ENGINEERING LLC</p> <p style="margin: 0;">T: 469.331.6566   F: 469.231.7146   E: info@triangle-eng.com<br/>W: triangle-eng.com   C: 17386 McDermott Drive, Suite 100, Allen, TX 75013</p> </div> |      |          |               |              |  |  |  |           |  |
| <b>Planning   Civil Engineering   Construction Management</b>                                                                                                                                                                                                                                                                                                                                                  |      |          |               |              |  |  |  |           |  |
| P.E.                                                                                                                                                                                                                                                                                                                                                                                                           | DES. | DATE     | SCALE         | PROJECT NAME |  |  |  | SHEET NO. |  |
| AY                                                                                                                                                                                                                                                                                                                                                                                                             | QH   | 04/15/20 | 1" = 40' PLAN | 28-20        |  |  |  | C-6.0     |  |
| TX D.E. FIRM#11575                                                                                                                                                                                                                                                                                                                                                                                             |      |          |               |              |  |  |  |           |  |





# Drainage and Grading Plan



**PROPOSED DRAINAGE AREA MAP**

DEVELOPED FLOW FROM OFF-SITE DRAINAGE AREAS ARE ASSUMED TO NOT INCREASE.

| LEGEND |                              |
|--------|------------------------------|
|        | DRAINAGE AREA NUMBER         |
|        | Q100 PROPOSED                |
|        | DRAINAGE AREA LIMITS         |
|        | EXISTING CONTOURS            |
|        | PROPOSED CONTOURS            |
|        | DIRECTION OF STORMWATER FLOW |

| BENCHMARK INFORMATION                                                                                        |                                                                                                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| TBM #1 - ELEVATION: 608.88                                                                                   | "X" CUT ON CONCRETE APPROXIMATELY 65 FEET NORTH AND 51 WEST OF THE SOUTHERN MOST PROPERTY CORNER OF LOT 2R. |
| TBM #2 - ELEVATION: 606.29                                                                                   | (BM TO BE REMOVED DURING CONSTRUCTION)                                                                      |
| "X" CUT ON CONCRETE APPROXIMATELY 281 FEET SOUTH AND 198 WEST OF THE EASTERN MOST PROPERTY CORNER OF LOT 3R. |                                                                                                             |

| PROPOSED DRAINAGE CALCULATIONS |            |      |          |                 |               |                   |
|--------------------------------|------------|------|----------|-----------------|---------------|-------------------|
| DRAINAGE AREA                  | AREA ACRES | "c"  | Tc (min) | "1-100" (in/hr) | "Q-100" (cfs) | COMMENTS          |
| P1                             | 1.11       | 0.85 | 10       | 9.24            | 8.69          | TO PECAN CREEK    |
| P2                             | 0.15       | 0.85 | 10       | 9.24            | 1.16          | TO OFF-SITE NORTH |
| P3                             | 0.61       | 0.85 | 10       | 9.24            | 4.76          | TO WYE INLET      |
| P4                             | 0.20       | 0.85 | 10       | 9.24            | 1.58          | TO WYE INLET      |
| P5                             | 0.43       | 0.85 | 10       | 9.24            | 3.40          | TO CURB INLET     |
| P6                             | 0.41       | 0.85 | 10       | 9.24            | 3.25          | TO CURB INLET     |
| P7                             | 0.33       | 0.85 | 10       | 9.24            | 2.61          | TO WYE INLET      |
| P8                             | 0.44       | 0.85 | 10       | 9.24            | 3.43          | TO PECAN CREEK    |
| P9                             | 0.25       | 0.85 | 10       | 9.24            | 1.99          | TO OFF-SITE SOUTH |
| P10                            | 2.20       | 0.85 | 10       | 9.24            | 17.30         | TO PECAN CREEK    |
| P11                            | 0.42       | 0.85 | 10       | 9.24            | 3.26          | TO CURB INLET     |
| P12                            | 0.14       | 0.85 | 10       | 9.24            | 1.12          | TO OS-10          |
| OS1                            | 0.14       | 0.60 | 15       | 7.98            | 0.68          | TO P3             |
| OS2                            | 1.75       | 0.60 | 15       | 7.98            | 8.36          | TO P4             |
| OS3                            | 0.60       | 0.60 | 15       | 7.98            | 2.87          | TO P11            |
| OS4                            | 0.33       | 0.60 | 15       | 7.98            | 1.56          | TO P5             |
| OS5                            | 0.98       | 0.60 | 15       | 7.98            | 4.67          | TO P6             |
| OS6                            | 0.83       | 0.60 | 15       | 7.98            | 3.97          | TO P7             |
| OS7                            | 0.04       | 0.60 | 15       | 7.98            | 0.20          | TO P9             |
| OS8                            | 0.38       | 0.85 | 15       | 7.98            | 2.56          | TO P10            |
| OS9                            | 0.04       | 0.85 | 10       | 9.24            | 0.31          | TO P11            |
| OS10                           | 0.86       | 0.85 | 10       | 9.24            | 6.77          | TO P1             |
| TOTAL                          | 12.63      |      |          |                 | 84.49         |                   |

## RESULTS:

PROPOSED CONDITIONS DO NOT INCREASE PEAK FLOWS. THE OFFSITE FLOW OF 1,500 CFS ARRIVES 22 MINUTES PAST OUR ONSITE FLOW DISCHARGE, AS SUCH, WATER SURFACE ELEVATIONS AND VELOCITIES DO NOT CHANGE, THUS WE ARE NOT ADVERSELY AFFECTING DOWN STREAM FLOWS. DETENTION IS NOT REQUIRED.

## RECORD DRAWING

The record drawing herein reflects to the best of the design engineer's knowledge, the approximate location of the constructed improvements using information provided by the contractor.

Matthew Haskin, P.E. #10889  
Date: 1/16/19



**HOMMEYER ENGINEERING, INC.**  
1000 E. 10TH STREET  
SUITE 200  
DALLAS, TEXAS 75202  
P.O. BOX 294527 • LEWISVILLE, TEXAS 75029  
972-906-9985 PHONE • 972-906-9987 FAX  
WWW.HEI.UTEX.COM



WINDING CREEK OFFICE PARK  
LOTS 2R-4R & 6R-10R, BLOCK 1  
WINDING CREEK ADDITION  
6.717 ACRES  
CITY OF COLLEYVILLE  
TARRANT COUNTY, TEXAS

PROPOSED DRAINAGE  
AREA MAP

REVISIONS:  
10/27/17 BRIDGE REPLACED  
CULVERTS WITH BRIDGE

DRAWN: JDH

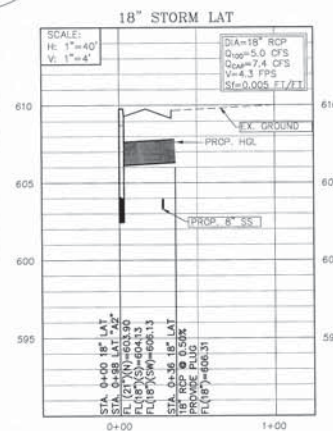
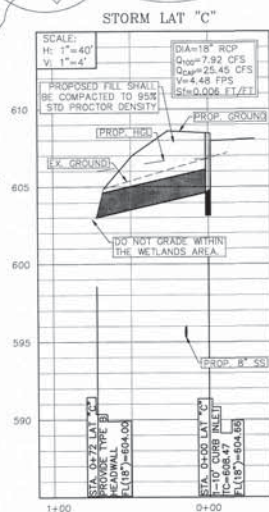
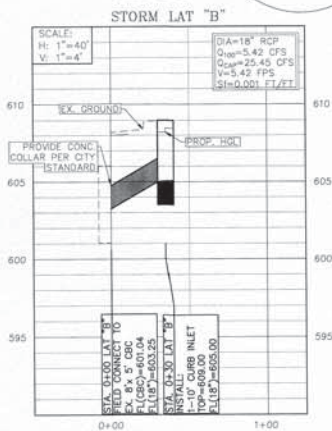
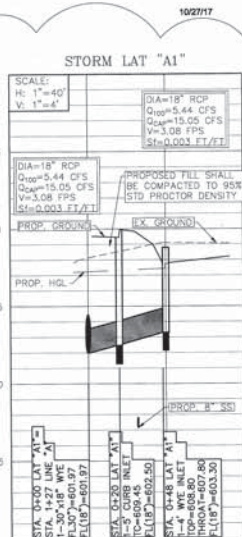
DATE: 03/04/2016

HEI #: 16-114

SHEET NO:

C7

doi:10.1371/journal.pone.0161073.g001



|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p align="center"><b>RECORD DRAWING</b></p> <p>The record drawing herein reflects to the best of the design engineer's knowledge, the approximate location of the constructed improvements using information provided by the contractor.</p> <p align="center"> <br/>             Matthew Hoskin, P.E. #120889<br/>             Date: 1/11/19         </p> |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|



WINDING CREEK OFFICE PARK  
LOTS 2R-4R & 6R-10R, BLOCK 1  
WINDING CREEK ADDITION  
6.717 ACRES  
CITY OF COLLEYVILLE  
TARRANT COUNTY, TEXAS

## STORM DRAINAGE PROFILE

REVISION:  
03/21/17 RAISED STORM  
04/06/17 ADD SD PROFILE  
10/27/17 BRIDGE  
Added Bridge Changed Storm

DRAWN: JDH  
DATE: 03/04/2016  
HEI #: 16-114

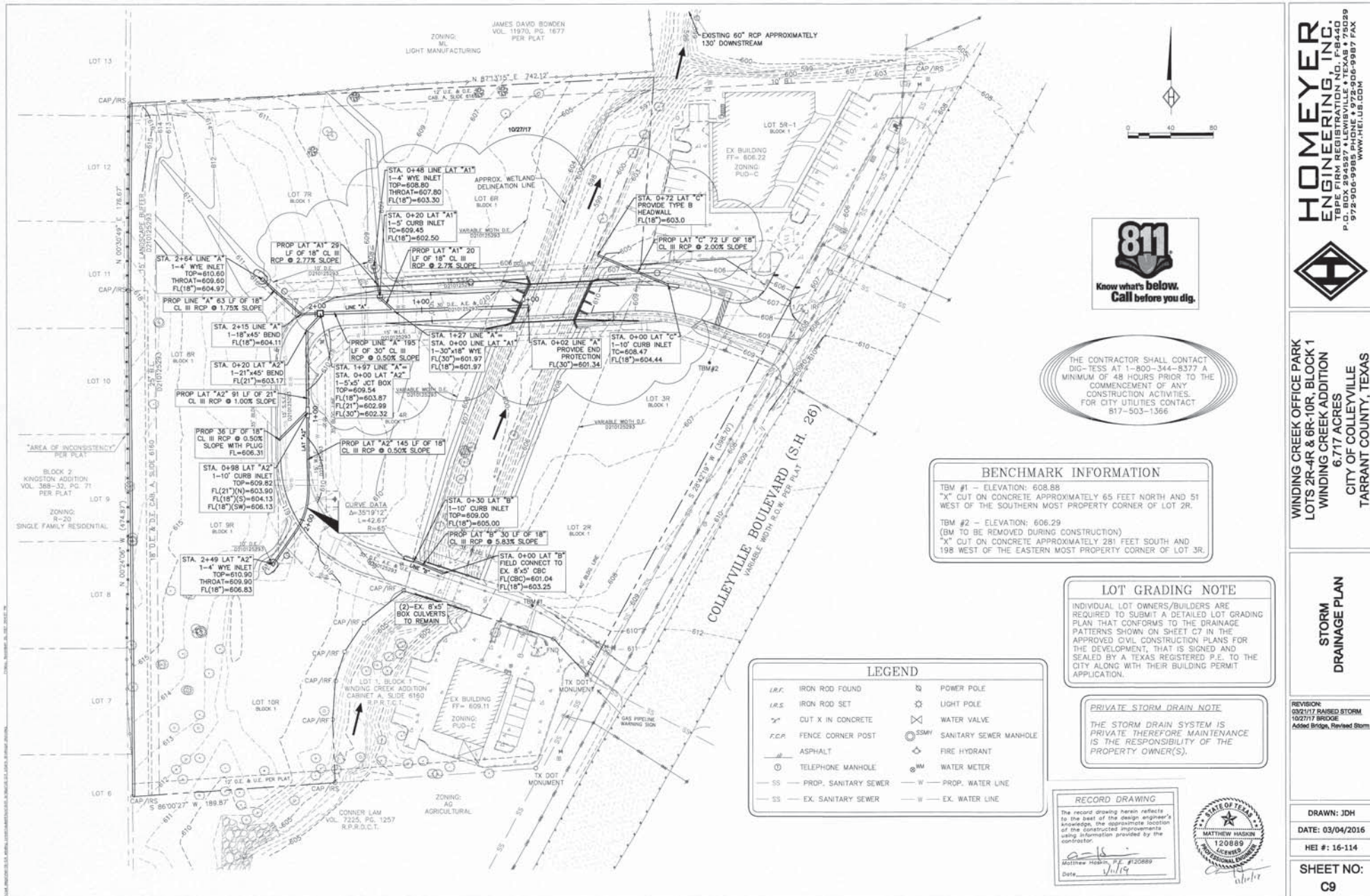
**SHEET NO:**  
**C10**

**HOMMEYER**  
ENGINEERING, INC.  
TYPE FIRM REGISTRATION NO. F-8440  
O. BOX 294527 • LEWISVILLE, TEXAS • 75029  
972-306-9985 PHONE • 972-906-9987 FAX  
WWW.HEI.US.COM





# Drainage and Grading Plan



**HOMEYER ENGINEERING, INC.**  
 P.O. BOX 1000  
 FARMERSVILLE, TEXAS 77936  
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 WWW.HEI.US.COM



WINDING CREEK OFFICE PARK  
 LOTS 2R-4R & 6R-10R, BLOCK 1  
 WINDING CREEK ADDITION  
 6.717 ACRES  
 CITY OF COLLEYVILLE  
 TARRANT COUNTY, TEXAS

**STORM DRAINAGE PLAN**







|  |                 |
|--|-----------------|
|  | Date: 6/12/2020 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |
|  |                 |

KIDDIE ACADEMY  
COLLEYVILLE, TX



August 20, 2020

**Subject: Exterior Noise Testing at Frisco and Colleyville Site  
Locations of Kiddie Academy**

This report summarizes the exterior sound level testing at the 3188 Legacy Drive, Frisco, Texas and 6412 Colleyville Road, Colleyville, Texas sites of an existing Kiddie Academy in Frisco and a future similar location in Colleyville. The purpose of the testing was to determine the existing and anticipated sound level readings at the sites. The sound readings at the Frisco site were taken during operating hours with children in the exterior play areas.

As shown on the following testing report sheets and the Noise Coefficient analysis sheets, the present sound levels at the two sites are similar on the day of testing even though the Colleyville site at this time has no building in place. Based on similar construction to the Frisco facility and the orientation of the planned Colleyville facility with the playgrounds on the Colleyville Road side of the facility, we would not anticipate any objectionable sound increase from the Colleyville facility operation to the west of the planned building. It should be noted that the principal sound source in the proposed site is from Colleyville Road traffic and the existence of new building between the adjacent houses and Colleyville Road may block or reduce that road noise.

The testing was conducted on the Frisco site at 10:00 AM on Wednesday, August 19, 2020. Testing on the Colleyville site was at 4PM on Wednesday, August 19, 2020. The attached maps detail the test locations which are similar for each location. The attached data sheets provide the testing results along with noise coefficient plots and comparisons.

A summary of the testing procedure is as follows:

1. The base level testing at five exterior locations at the Frisco site as shown on the site plan was conducted at approximately 10:00 AM. The results were relatively uniform on all four sides of the building.
2. The set of readings at the Frisco site were taken outside the facility during a time when children were utilizing the exterior playgrounds. No noticeable noise was detected from the building interior. Adjacent



businesses may be contributing to the measured levels but no source was obvious.

3. A set of four sound tests was conducted at 4:00 PM in a similar fashion and locations relative to the planned facility at the Colleyville location. The site plan shows the test locations. The predominant sources of present sound on the site was the traffic on Colleyville Road. Noise from aircraft flying overhead has also been detected at this site since it is in a DFW Airport flight path. There is also an existing tall concrete wall presently erected between the adjacent houses and the proposed Kiddie Academy facility that functions as a sound block.
4. A set of sound levels were taken nearer to the Colleyville Road as shown on test report number five and shows similar to slightly higher sound levels as would be anticipated.

Please let us know if you have any questions.

Respectfully Submitted,



**Gerald J. Kettler, PE, CCP, CIAQM, BEAP**

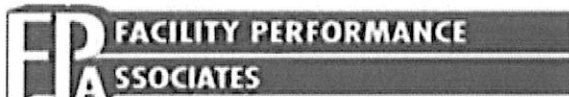
**Managing Principal, CEO, LEED Fellow, WELL AP**

1801 Royal Lane, Suite 400, Dallas, TX 75229

Phone: (972) 388-5559 ext 4626

Direct Ph (214) 217-4626

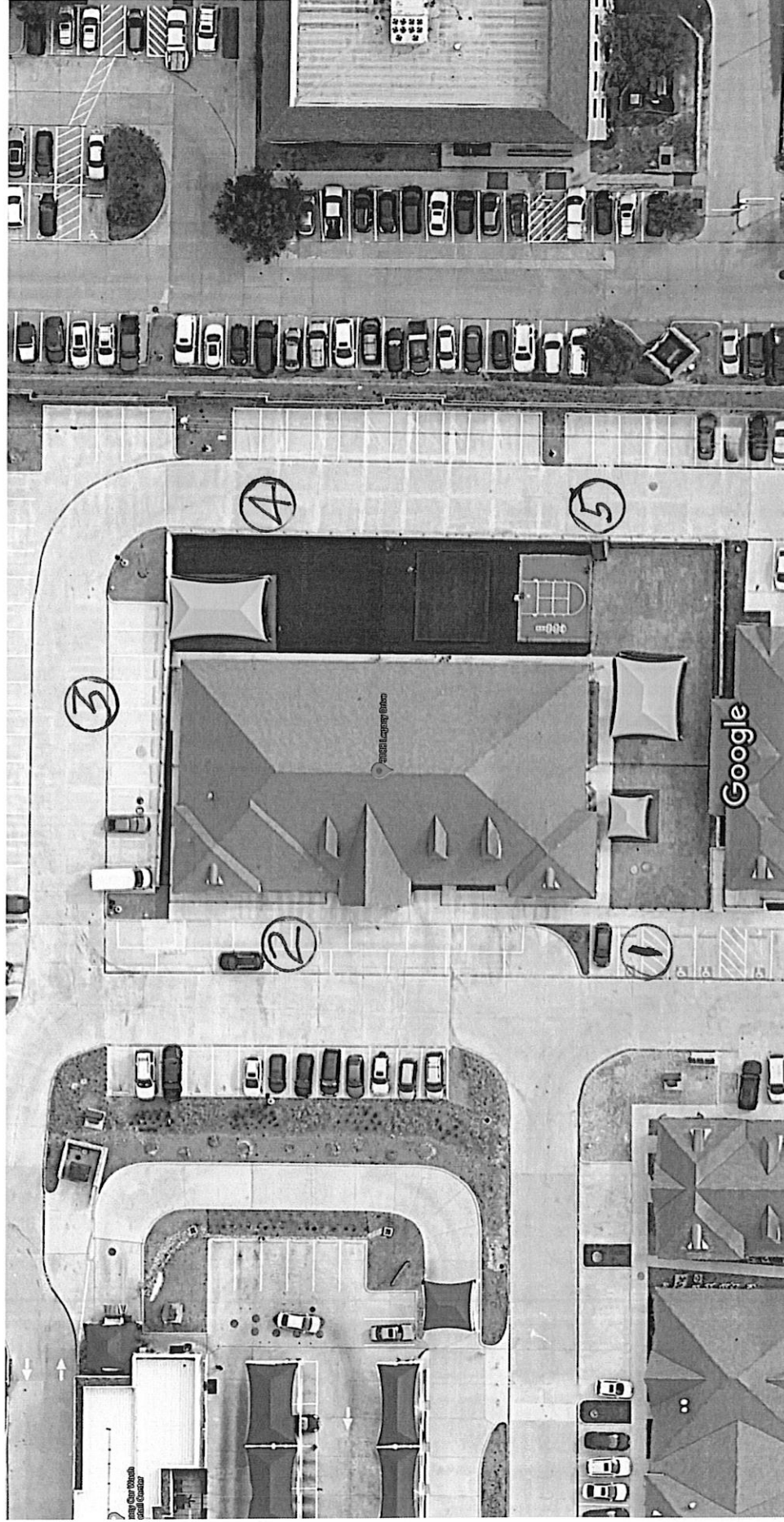
[gjkettler@air-engineer.com](mailto:gjkettler@air-engineer.com)



*Expanding Our Services To Meet Your Project Needs*

*Commissioning, Energy Modeling, Air Quality, Sustainability Programs*

Google Maps 3188 Legacy Dr



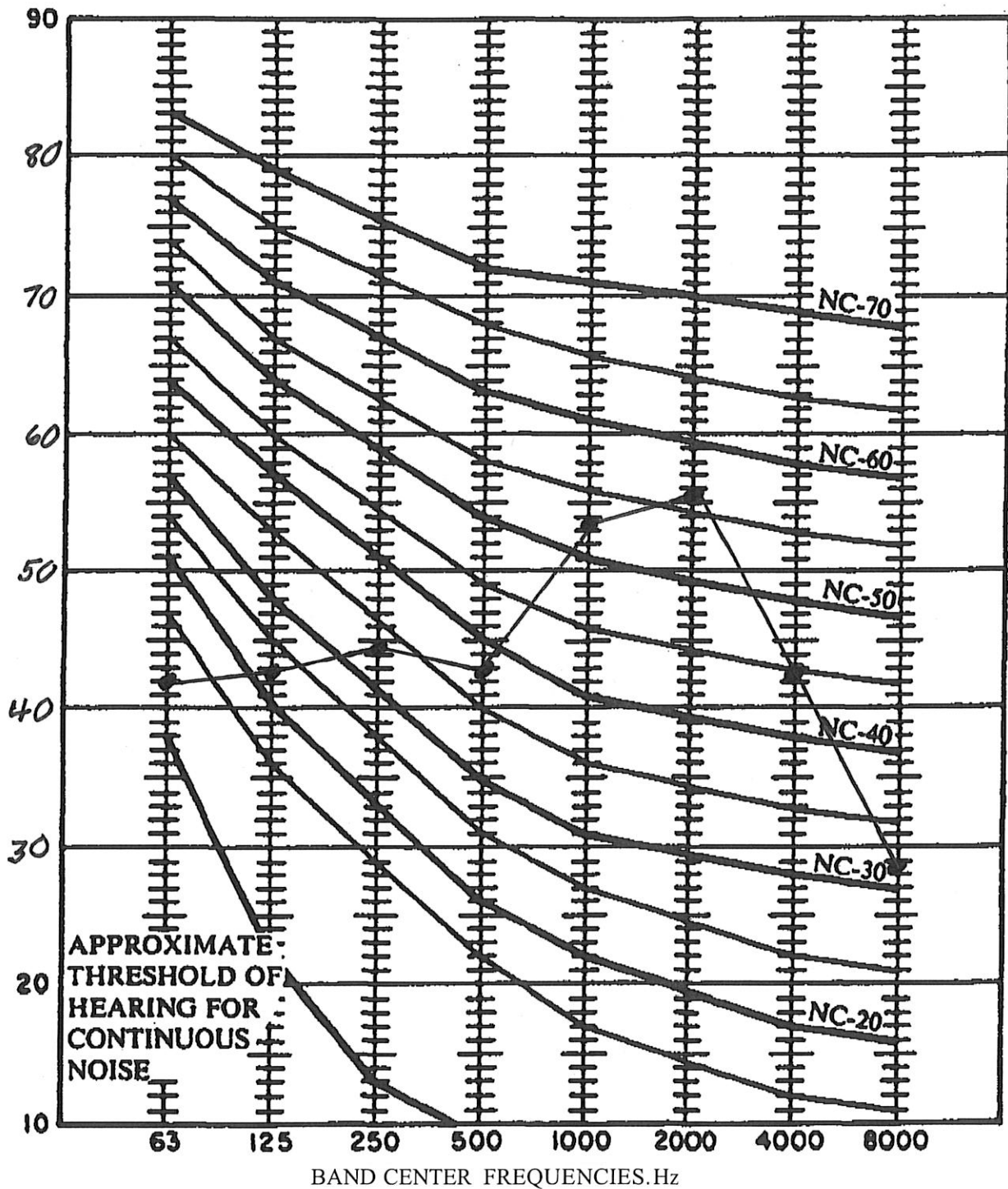
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                      |  |  |
|-----------------------------------------------------|---------------|--|--------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 3188 Legacy Dr., Frisco, Tx |  |  |
| Technician: Gerald J Kettler, PE                    |               |  |                                      |  |  |
| Instrument: Quest 2700                              |               |  |                                      |  |  |
| Date: August 19, 2020                               |               |  |                                      |  |  |
|                                                     | <b>Test 1</b> |  |                                      |  |  |
| Scale                                               |               |  | Difference                           |  |  |
| A                                                   | 24.2          |  |                                      |  |  |
| B                                                   | 45.2          |  |                                      |  |  |
| C                                                   | 69.6          |  |                                      |  |  |
| Hertz                                               | dbA Scale     |  |                                      |  |  |
| 31.5                                                | 28.3          |  |                                      |  |  |
| 63                                                  | 41.8          |  |                                      |  |  |
| 125                                                 | 42.9          |  |                                      |  |  |
| 250                                                 | 44.4          |  |                                      |  |  |
| 1000                                                | 53.4          |  |                                      |  |  |
| 2000                                                | 55.7          |  |                                      |  |  |
| 4000                                                | 42.2          |  |                                      |  |  |
| 8000                                                | 28.5          |  |                                      |  |  |
| 16000                                               | 23.2          |  |                                      |  |  |
|                                                     |               |  |                                      |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                      |  |  |

# NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

1





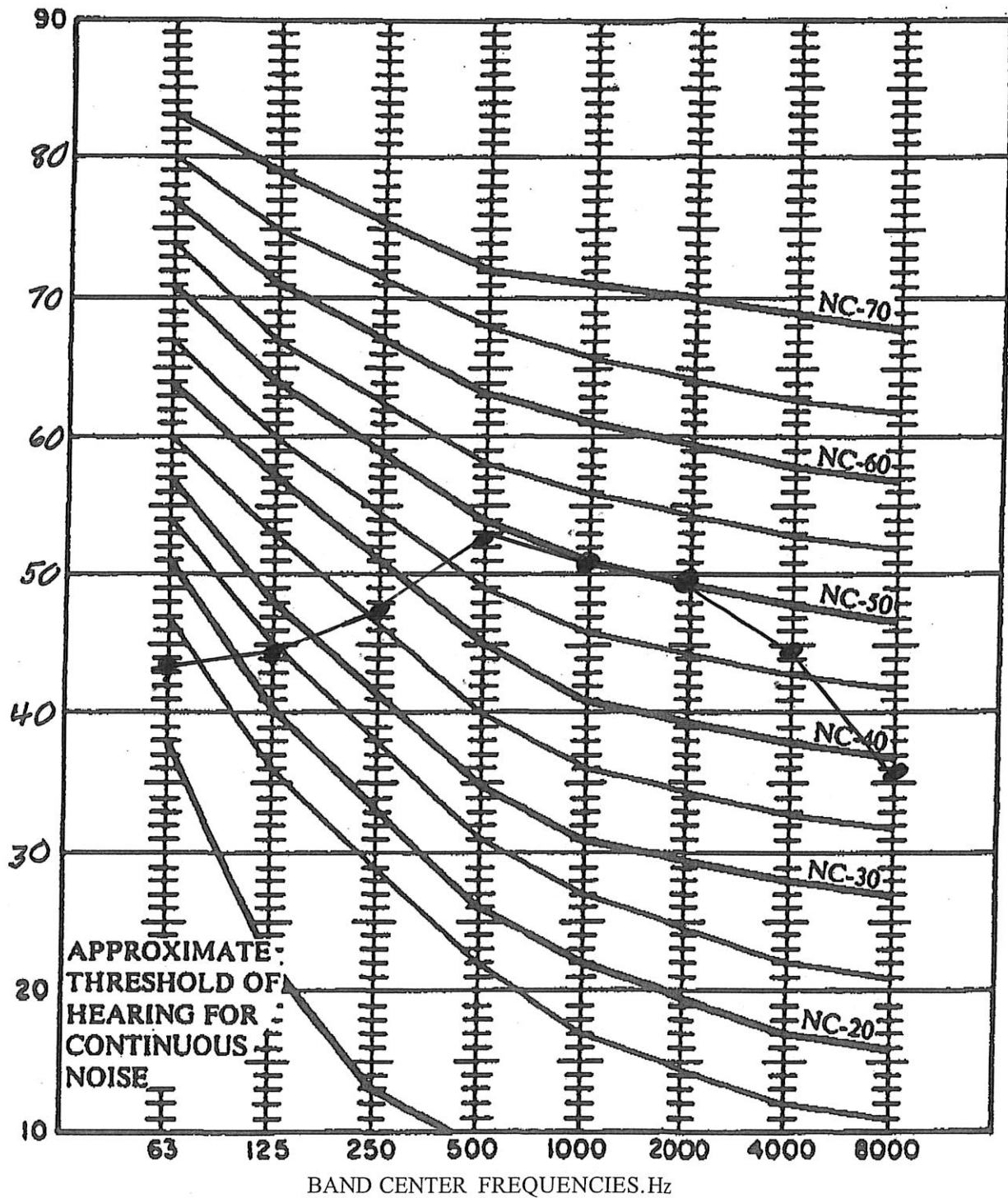
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                      |  |  |
|-----------------------------------------------------|---------------|--|--------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 3188 Legacy Dr., Frisco, Tx |  |  |
| Technician: Gerald J Kettler                        |               |  |                                      |  |  |
| Instrument: Quest 2700                              |               |  |                                      |  |  |
| Date: August 19, 2020                               |               |  |                                      |  |  |
|                                                     | <b>Test 2</b> |  |                                      |  |  |
| Scale                                               |               |  | Difference                           |  |  |
| A                                                   | 56.4          |  |                                      |  |  |
| B                                                   | 62.1          |  |                                      |  |  |
| C                                                   | 71.1          |  |                                      |  |  |
| Hertz                                               | dbA Scale     |  |                                      |  |  |
| 31.5                                                | 27.2          |  |                                      |  |  |
| 63                                                  | 43.3          |  |                                      |  |  |
| 125                                                 | 44.8          |  |                                      |  |  |
| 250                                                 | 47.7          |  |                                      |  |  |
| 500                                                 | 52.8          |  |                                      |  |  |
| 1000                                                | 50.1          |  |                                      |  |  |
| 2000                                                | 49.8          |  |                                      |  |  |
| 4000                                                | 44.8          |  |                                      |  |  |
| 8000                                                | 35.8          |  |                                      |  |  |
| 16000                                               | 21.9          |  |                                      |  |  |
|                                                     |               |  |                                      |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                      |  |  |

# NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

2



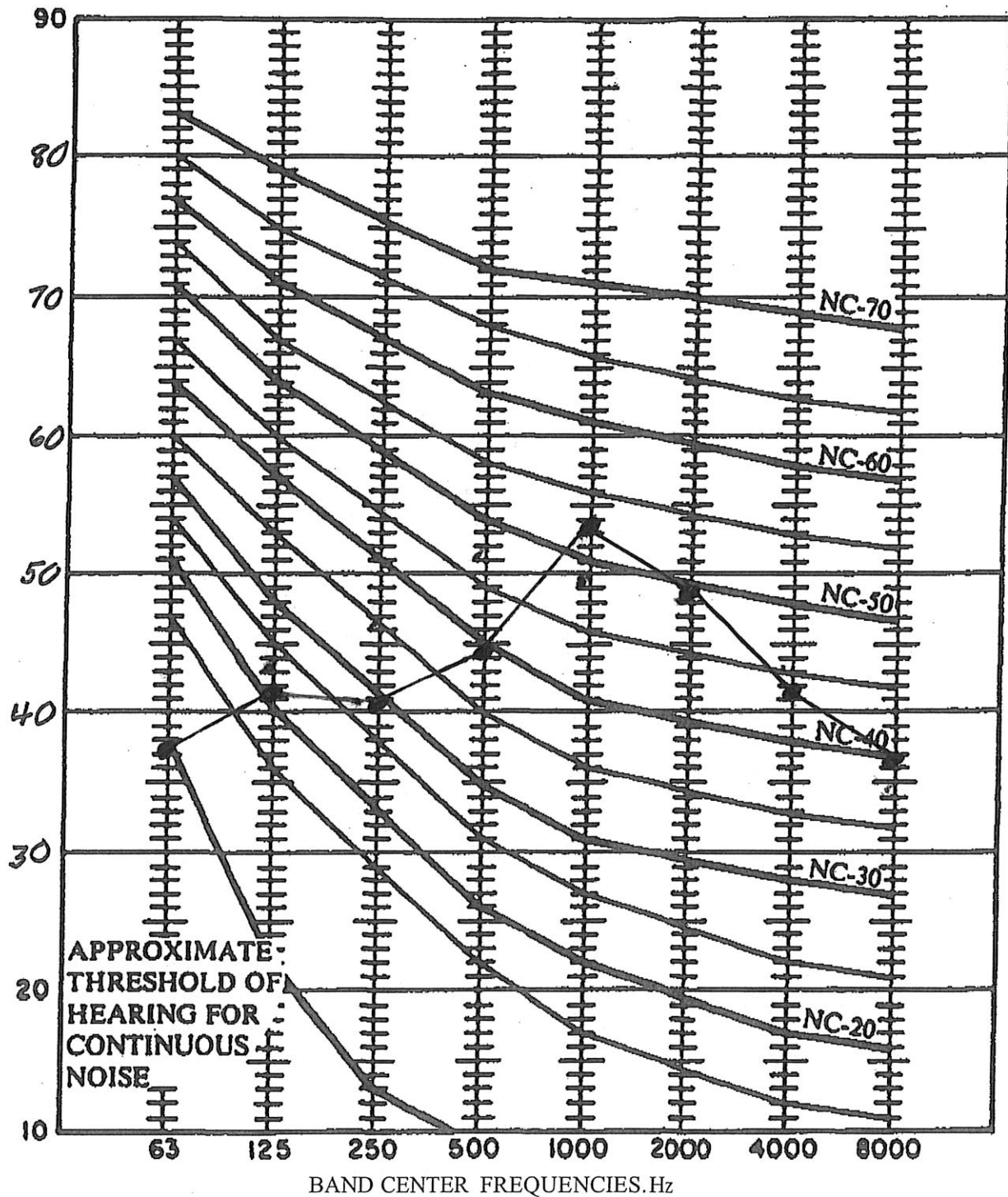
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                      |  |  |
|-----------------------------------------------------|---------------|--|--------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 3188 Legacy Dr., Frisco, Tx |  |  |
| Technician: Gerald J Kettler                        |               |  |                                      |  |  |
| Instrument: Quest 2700                              |               |  |                                      |  |  |
| Date: August 19, 2020                               |               |  |                                      |  |  |
|                                                     | <b>Test 3</b> |  |                                      |  |  |
| Scale                                               |               |  | Difference                           |  |  |
| A                                                   | 54.2          |  |                                      |  |  |
| B                                                   | 65.8          |  |                                      |  |  |
| C                                                   | 67.7          |  |                                      |  |  |
| Hertz                                               | dbA Scale     |  |                                      |  |  |
| 31.5                                                | 28.7          |  |                                      |  |  |
| 63                                                  | 38.1          |  |                                      |  |  |
| 125                                                 | 41.8          |  |                                      |  |  |
| 250                                                 | 40.1          |  |                                      |  |  |
| 500                                                 | 44.6          |  |                                      |  |  |
| 1000                                                | 53.4          |  |                                      |  |  |
| 2000                                                | 48.2          |  |                                      |  |  |
| 4000                                                | 41.4          |  |                                      |  |  |
| 8000                                                | 36.4          |  |                                      |  |  |
| 16000                                               | 24.6          |  |                                      |  |  |
|                                                     |               |  |                                      |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                      |  |  |

# NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

3



# SOUND TESTING Octave Band Analysis

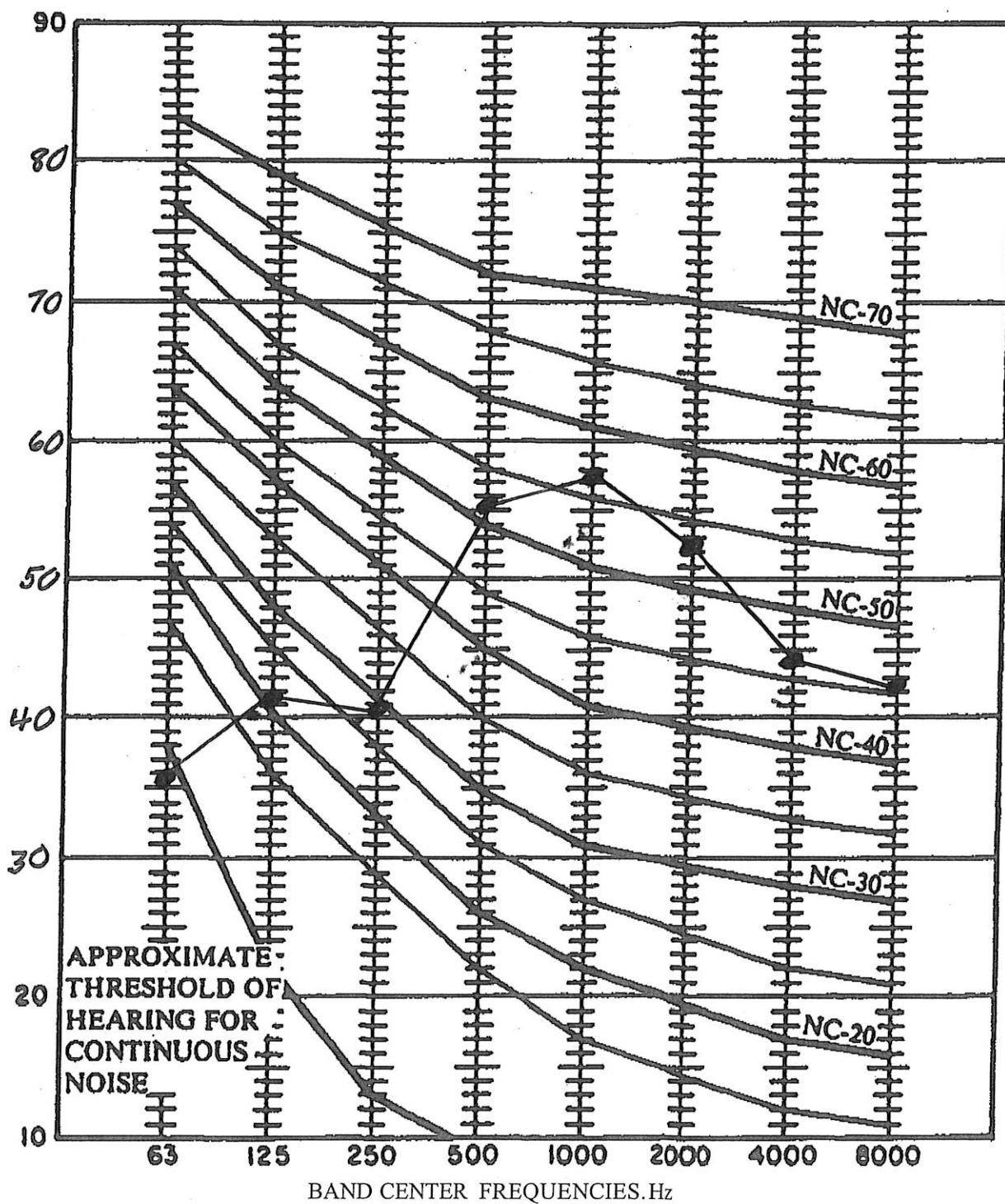
|                                                     |               |  |                                      |  |  |
|-----------------------------------------------------|---------------|--|--------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 3188 Legacy Dr., Frisco, Tx |  |  |
| Technician: Gerald J Kettler                        |               |  |                                      |  |  |
| Instrument: Quest 2700                              |               |  |                                      |  |  |
| Date: August 19, 2020                               |               |  |                                      |  |  |
|                                                     | <b>Test 4</b> |  |                                      |  |  |
| Scale                                               |               |  | Difference                           |  |  |
| A                                                   | 57.6          |  |                                      |  |  |
| B                                                   | 62.1          |  |                                      |  |  |
| C                                                   | 65.4          |  |                                      |  |  |
| Hertz                                               | dbA Scale     |  |                                      |  |  |
| 31.5                                                | 23.4          |  |                                      |  |  |
| 63                                                  | 35.4          |  |                                      |  |  |
| 125                                                 | 41.1          |  |                                      |  |  |
| 250                                                 | 40.3          |  |                                      |  |  |
| 500                                                 | 55.3          |  |                                      |  |  |
| 1000                                                | 57.6          |  |                                      |  |  |
| 2000                                                | 52.3          |  |                                      |  |  |
| 4000                                                | 44.2          |  |                                      |  |  |
| 8000                                                | 42.9          |  |                                      |  |  |
| 16000                                               | 23.8          |  |                                      |  |  |
|                                                     |               |  |                                      |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                      |  |  |



# NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

4



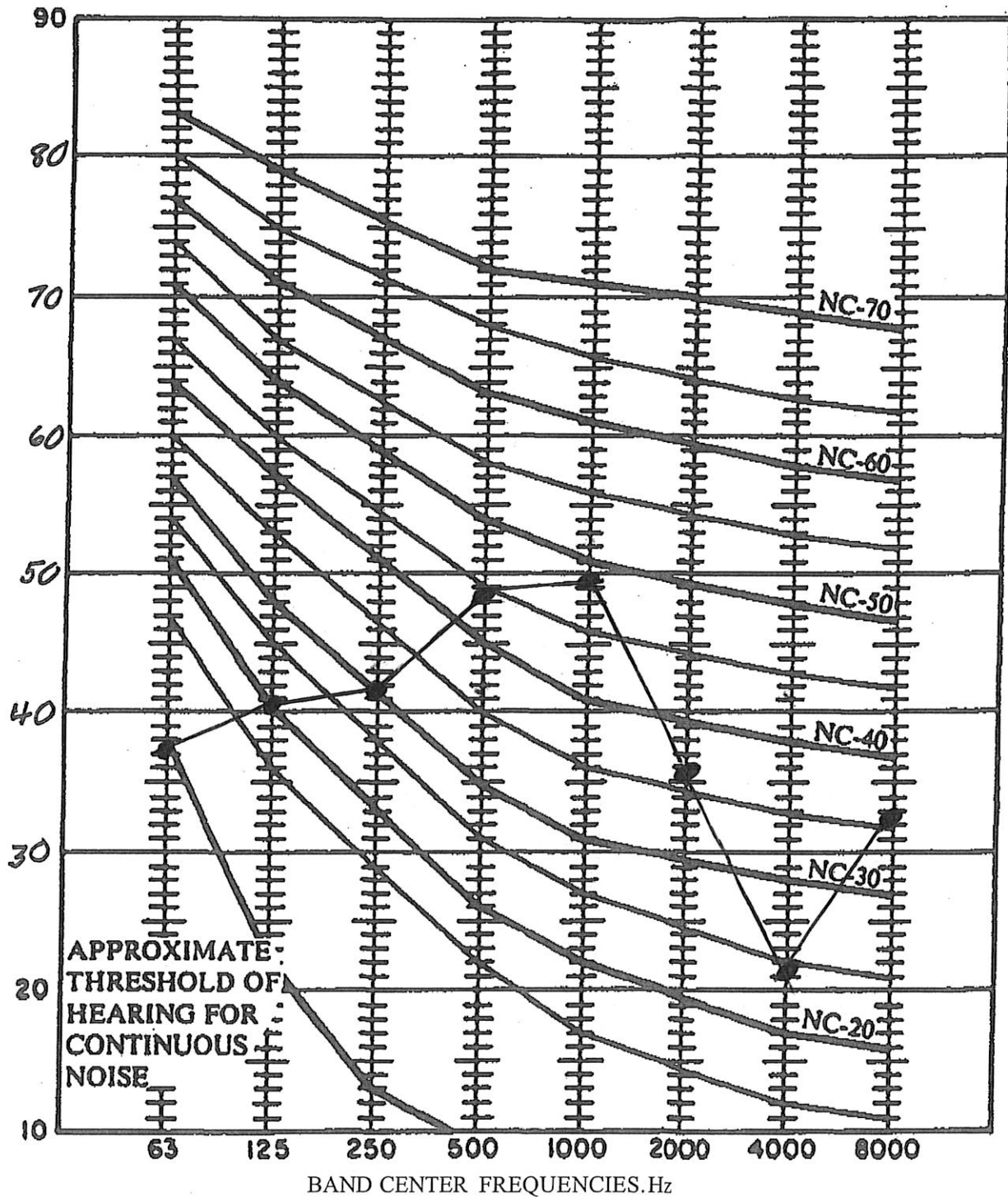
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                      |  |  |
|-----------------------------------------------------|---------------|--|--------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 3188 Legacy Dr., Frisco, Tx |  |  |
| Technician: Gerald J Kettler                        |               |  |                                      |  |  |
| Instrument: Quest 2700                              |               |  |                                      |  |  |
| Date: August 19, 2020                               |               |  |                                      |  |  |
|                                                     | <b>Test 5</b> |  |                                      |  |  |
| Scale                                               |               |  | Difference                           |  |  |
| A                                                   | 59.4          |  |                                      |  |  |
| B                                                   | 69.6          |  |                                      |  |  |
| C                                                   | 83.1          |  |                                      |  |  |
| Hertz                                               | dbA Scale     |  |                                      |  |  |
| 31.5                                                | 30.2          |  |                                      |  |  |
| 63                                                  | 37.3          |  |                                      |  |  |
| 125                                                 | 40.7          |  |                                      |  |  |
| 250                                                 | 41.8          |  |                                      |  |  |
| 500                                                 | 48.9          |  |                                      |  |  |
| 1000                                                | 49.7          |  |                                      |  |  |
| 2000                                                | 35.4          |  |                                      |  |  |
| 4000                                                | 21.2          |  |                                      |  |  |
| 8000                                                | 32.2          |  |                                      |  |  |
| 16000                                               | 38.4          |  |                                      |  |  |
|                                                     |               |  |                                      |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                      |  |  |

# NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

5

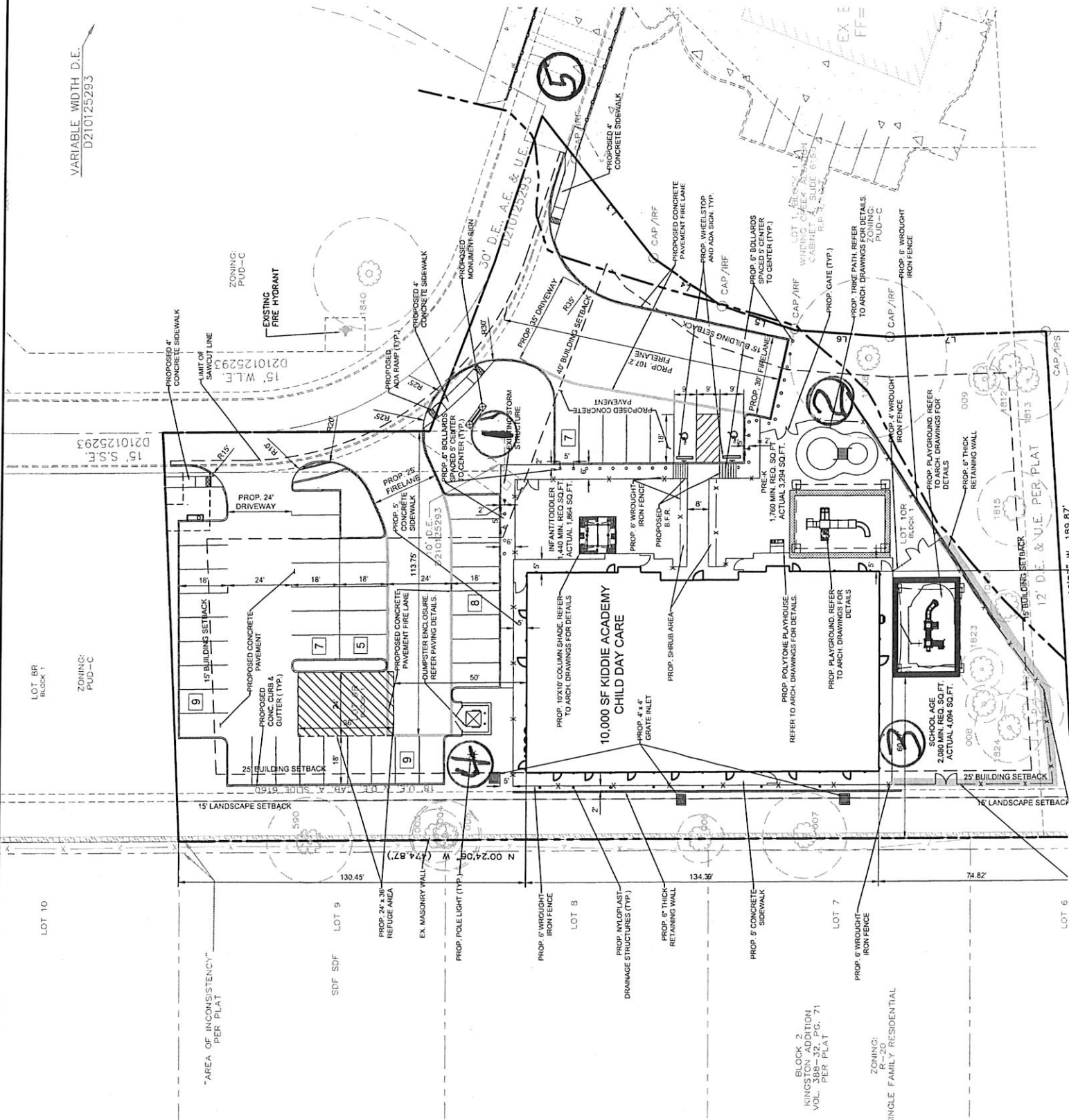


VARIABLE WIDTH D.E.  
D210125293

| SITE DATA SUMMARY       |            |
|-------------------------|------------|
| EXISTING ZONING         | PUD        |
| PROPOSED USE            | DAY        |
| GROSS ACREAGE           | 1.473      |
| BUILDING SQUARE FOOTAGE | 10,000     |
| LOT COVERAGE            | 16.27      |
| FAR                     | 0.16       |
| MAXIMUM HEIGHT          | 26'        |
| PARKING RATIO PER USE   | 1 SP/190 C |
| PARKING REQUIRED        | 38         |
| PARKING PROVIDED        | 45         |
| BUILDING SETBACKS       | 40' FI     |
| LANDSCAPE SETBACK       | 15' R      |
| IMPERVIOUS AREA         | 34.66      |
| PERVIOUS LANDSCAPE      | 29.47      |

| PROJECT CONT. |                                                                                                                 |
|---------------|-----------------------------------------------------------------------------------------------------------------|
| OWNER         | WINDING CREEK VILLAGE LLC<br>1801 PRECINCT LINE RD. STE A<br>HOUSTON, TX 77054<br>KEVIN AKLAND<br>4681-363-3222 |
| ENGINEER      | TRIANGLE ENGINEERING LLC<br>1784 MADEROTT DR. STE. 110<br>ALLEN, TX 75013<br>ANDREW YECH<br>468-213-2804        |

| SITE LEGE           |     |
|---------------------|-----|
| CONCRETE CURB       | --- |
| SAW-CUT LINE        | --- |
| FENCE               | --- |
| FIRE LANE           | --- |
| STRIPING            | --- |
| PARKING SPACES      | --- |
| MONUMENT/PYLON SIGN | --- |
| WHEEL STOPS         | --- |
| HANDICAP LOGO       | --- |
| HANDICAP SIGN       | --- |
| RAMP                | --- |
| BOLLARD             | --- |
| TRAFFIC ARROW       | --- |
| FIRE HYDRANT        | --- |
| DUMPSTER            | --- |
| LIGHT POLE          | --- |



BLOCK 2  
KINGSTON ADDITION  
VOL. 388-32, PG. 71  
PER PLAT

ZONING:  
R-20  
SINGLE FAMILY RESIDENTIAL

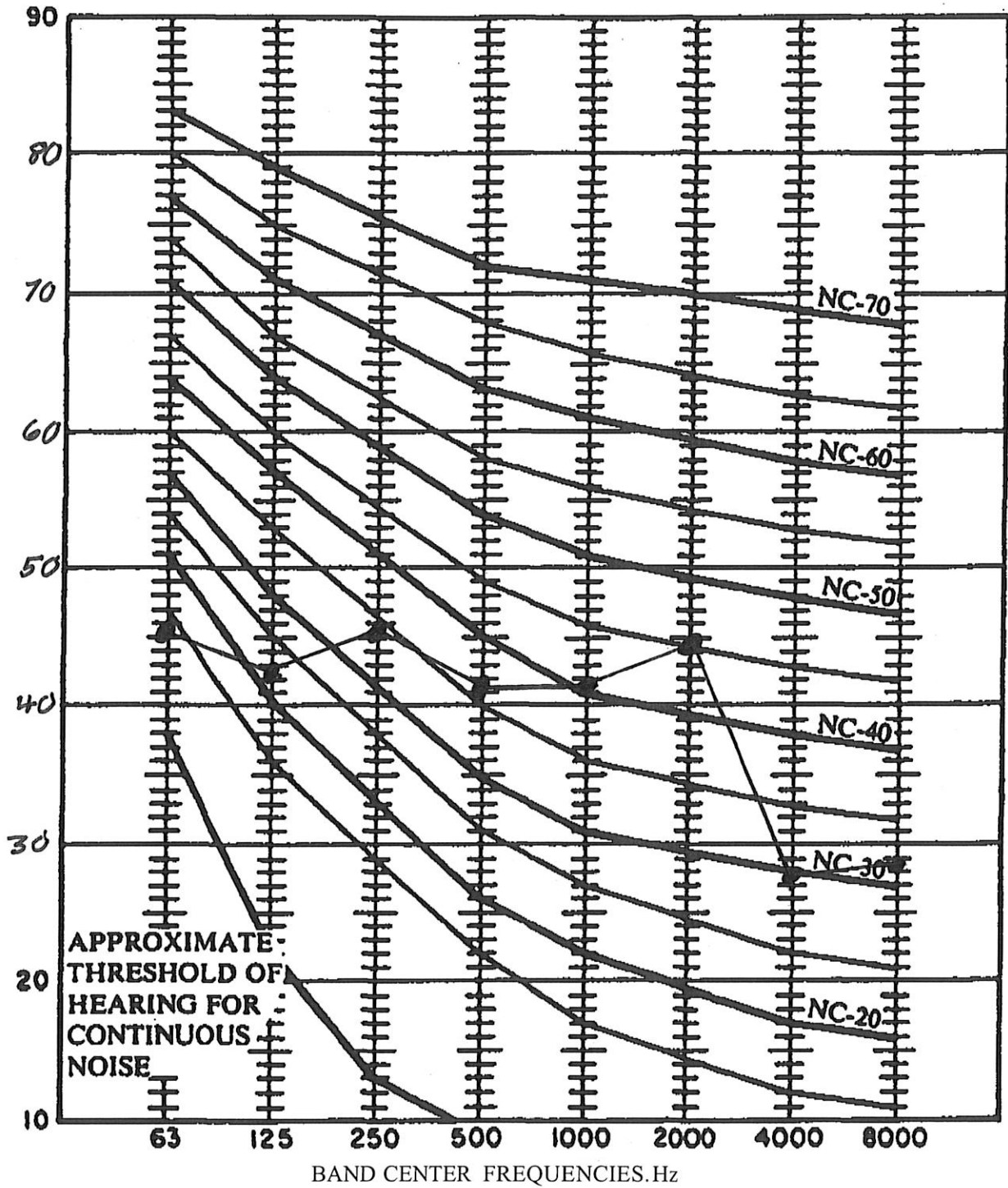
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                                 |  |  |
|-----------------------------------------------------|---------------|--|-------------------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 6412 Colleyville Blvd, Colleyville, Tx |  |  |
| Technician: Gerald J Kettler, PE                    |               |  |                                                 |  |  |
| Instrument: Quest 2700                              |               |  |                                                 |  |  |
| Date August 19, 2020                                |               |  |                                                 |  |  |
|                                                     | <b>TEST 1</b> |  |                                                 |  |  |
| Scale                                               |               |  | Difference                                      |  |  |
| A                                                   | 51.6          |  |                                                 |  |  |
| B                                                   | 63.2          |  |                                                 |  |  |
| C                                                   | 72.2          |  |                                                 |  |  |
| Hertz                                               | dbA Scale     |  |                                                 |  |  |
| 31.5                                                | 36.2          |  |                                                 |  |  |
| 63                                                  | 45.7          |  |                                                 |  |  |
| 125                                                 | 42.6          |  |                                                 |  |  |
| 250                                                 | 45.2          |  |                                                 |  |  |
| 500                                                 | 41.1          |  |                                                 |  |  |
| 1000                                                | 41.2          |  |                                                 |  |  |
| 2000                                                | 44.1          |  |                                                 |  |  |
| 4000                                                | 27.8          |  |                                                 |  |  |
| 8000                                                | 28.7          |  |                                                 |  |  |
| 16000                                               | 20.9          |  |                                                 |  |  |
|                                                     |               |  |                                                 |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                                 |  |  |



# NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas



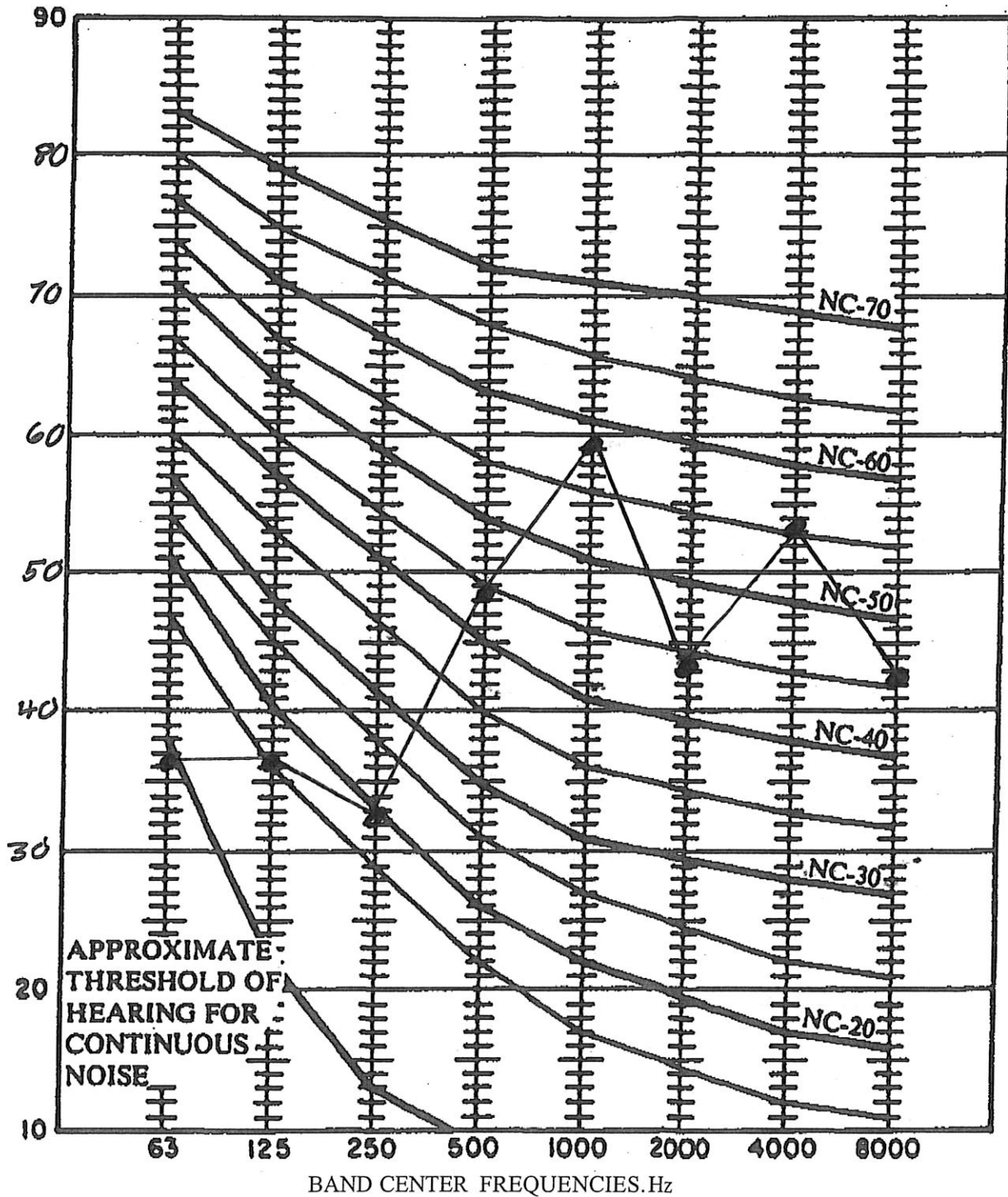
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                                 |  |  |
|-----------------------------------------------------|---------------|--|-------------------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 6412 Colleyville Blvd, Colleyville, Tx |  |  |
| Technician: Gerald J Kettler, PE                    |               |  |                                                 |  |  |
| Instrument: Quest 2700                              |               |  |                                                 |  |  |
| Date August 19, 2020                                |               |  |                                                 |  |  |
|                                                     | <b>TEST 2</b> |  |                                                 |  |  |
| Scale                                               |               |  | Difference                                      |  |  |
| A                                                   | 60.2          |  |                                                 |  |  |
| B                                                   | 62.1          |  |                                                 |  |  |
| C                                                   | 76.3          |  |                                                 |  |  |
| Hertz                                               | dbA Scale     |  |                                                 |  |  |
| 31.5                                                | 28.7          |  |                                                 |  |  |
| 63                                                  | 36.6          |  |                                                 |  |  |
| 125                                                 | 36.2          |  |                                                 |  |  |
| 250                                                 | 32.1          |  |                                                 |  |  |
| 500                                                 | 48.6          |  |                                                 |  |  |
| 1000                                                | 59.4          |  |                                                 |  |  |
| 2000                                                | 42.9          |  |                                                 |  |  |
| 4000                                                | 53.1          |  |                                                 |  |  |
| 8000                                                | 42.2          |  |                                                 |  |  |
| 16000                                               | 21.2          |  |                                                 |  |  |
|                                                     |               |  |                                                 |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                                 |  |  |

# NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

2



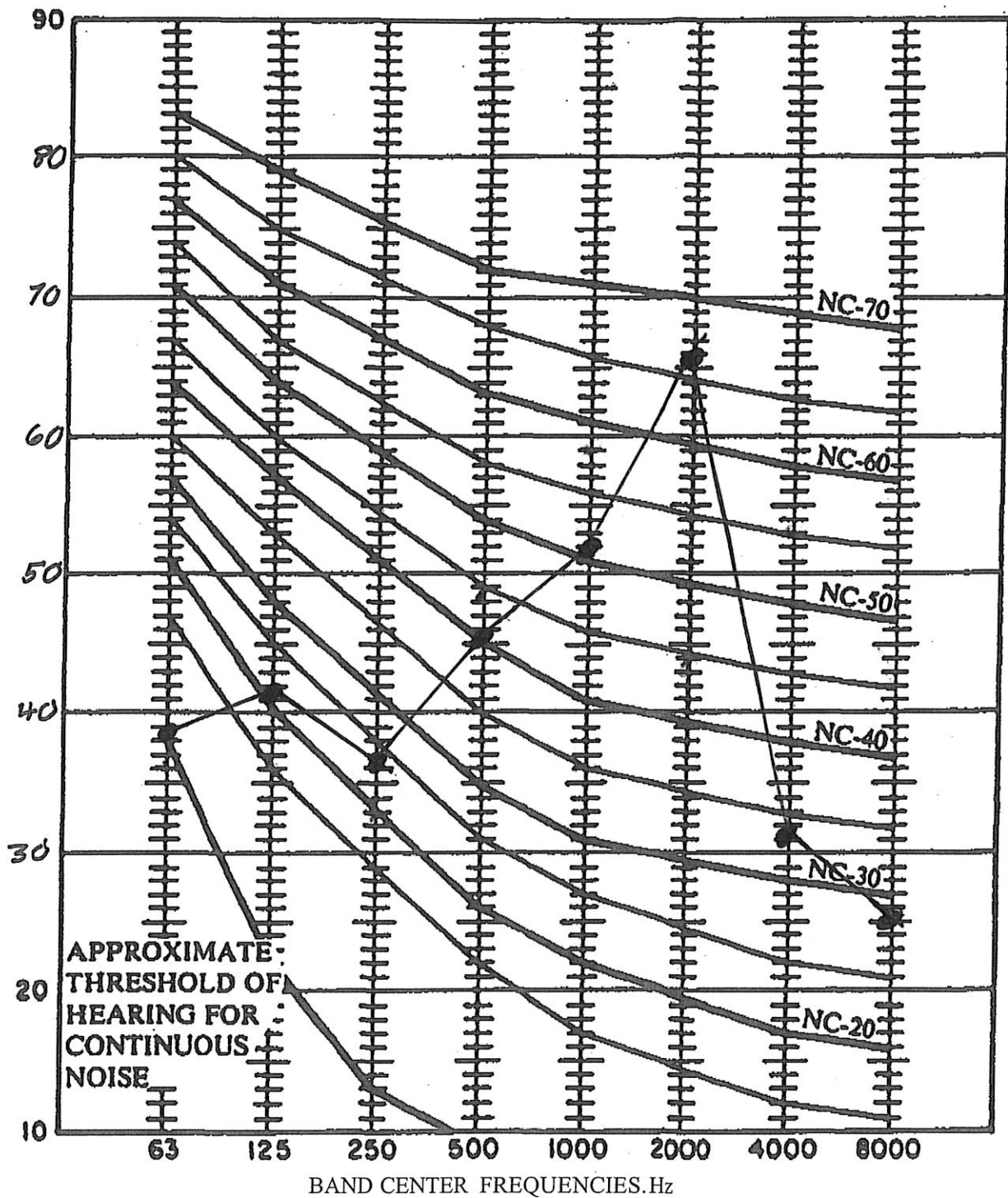
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                                 |  |  |
|-----------------------------------------------------|---------------|--|-------------------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 6412 Colleyville Blvd, Colleyville, Tx |  |  |
| Technician: Gerald J Kettler, PE                    |               |  |                                                 |  |  |
| Instrument: Quest 2700                              |               |  |                                                 |  |  |
| Date August 19, 2020                                |               |  |                                                 |  |  |
|                                                     | <b>TEST 3</b> |  |                                                 |  |  |
| Scale                                               |               |  | Difference                                      |  |  |
| A                                                   | 51.8          |  |                                                 |  |  |
| B                                                   | 63.6          |  |                                                 |  |  |
| C                                                   | 65.4          |  |                                                 |  |  |
| Hertz                                               | dbA Scale     |  |                                                 |  |  |
| 31.5                                                | 27.9          |  |                                                 |  |  |
| 63                                                  | 38.4          |  |                                                 |  |  |
| 125                                                 | 41.4          |  |                                                 |  |  |
| 250                                                 | 36.2          |  |                                                 |  |  |
| 500                                                 | 45.2          |  |                                                 |  |  |
| 1000                                                | 51.9          |  |                                                 |  |  |
| 2000                                                | 66.7          |  |                                                 |  |  |
| 4000                                                | 31.3          |  |                                                 |  |  |
| 8000                                                | 25.0          |  |                                                 |  |  |
| 16000                                               | 21.1          |  |                                                 |  |  |
|                                                     |               |  |                                                 |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                                 |  |  |

# NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

3





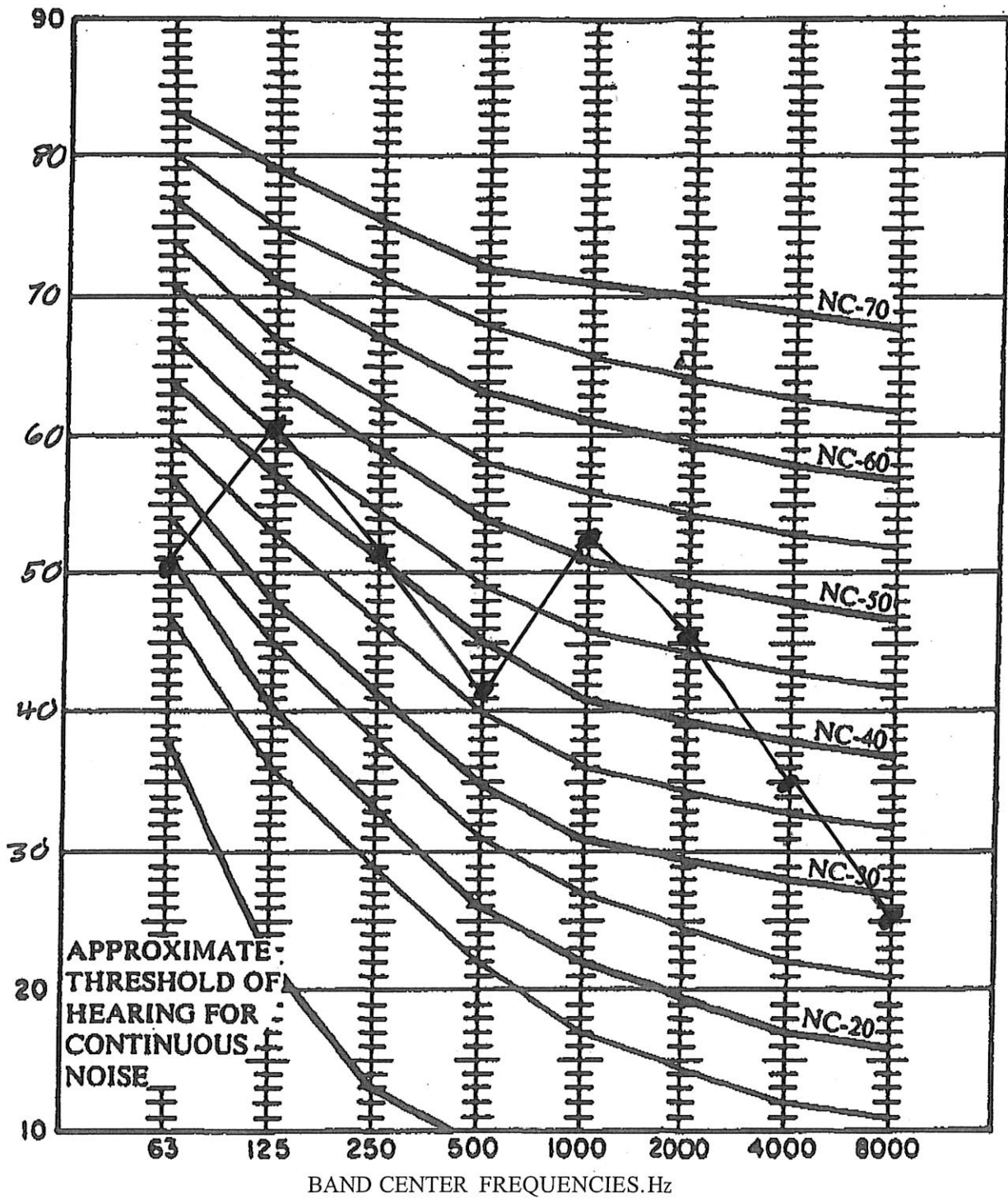
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                                 |  |  |
|-----------------------------------------------------|---------------|--|-------------------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 6412 Colleyville Blvd, Colleyville, Tx |  |  |
| Technician: Gerald J Kettler, PE                    |               |  |                                                 |  |  |
| Instrument: Quest 2700                              |               |  |                                                 |  |  |
| Date August 19, 2020                                |               |  |                                                 |  |  |
|                                                     | <b>TEST 4</b> |  |                                                 |  |  |
| Scale                                               |               |  | Difference                                      |  |  |
| A                                                   | 50.1          |  |                                                 |  |  |
| B                                                   | 65.4          |  |                                                 |  |  |
| C                                                   | 77.1          |  |                                                 |  |  |
| Hertz                                               | dbA Scale     |  |                                                 |  |  |
| 31.5                                                | 39.2          |  |                                                 |  |  |
| 63                                                  | 50.1          |  |                                                 |  |  |
| 125                                                 | 60.2          |  |                                                 |  |  |
| 250                                                 | 51.1          |  |                                                 |  |  |
| 500                                                 | 41.2          |  |                                                 |  |  |
| 1000                                                | 52.3          |  |                                                 |  |  |
| 2000                                                | 45.5          |  |                                                 |  |  |
| 4000                                                | 34.9          |  |                                                 |  |  |
| 8000                                                | 25.0          |  |                                                 |  |  |
| 16000                                               | 21.2          |  |                                                 |  |  |
|                                                     |               |  |                                                 |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                                 |  |  |

# NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

4



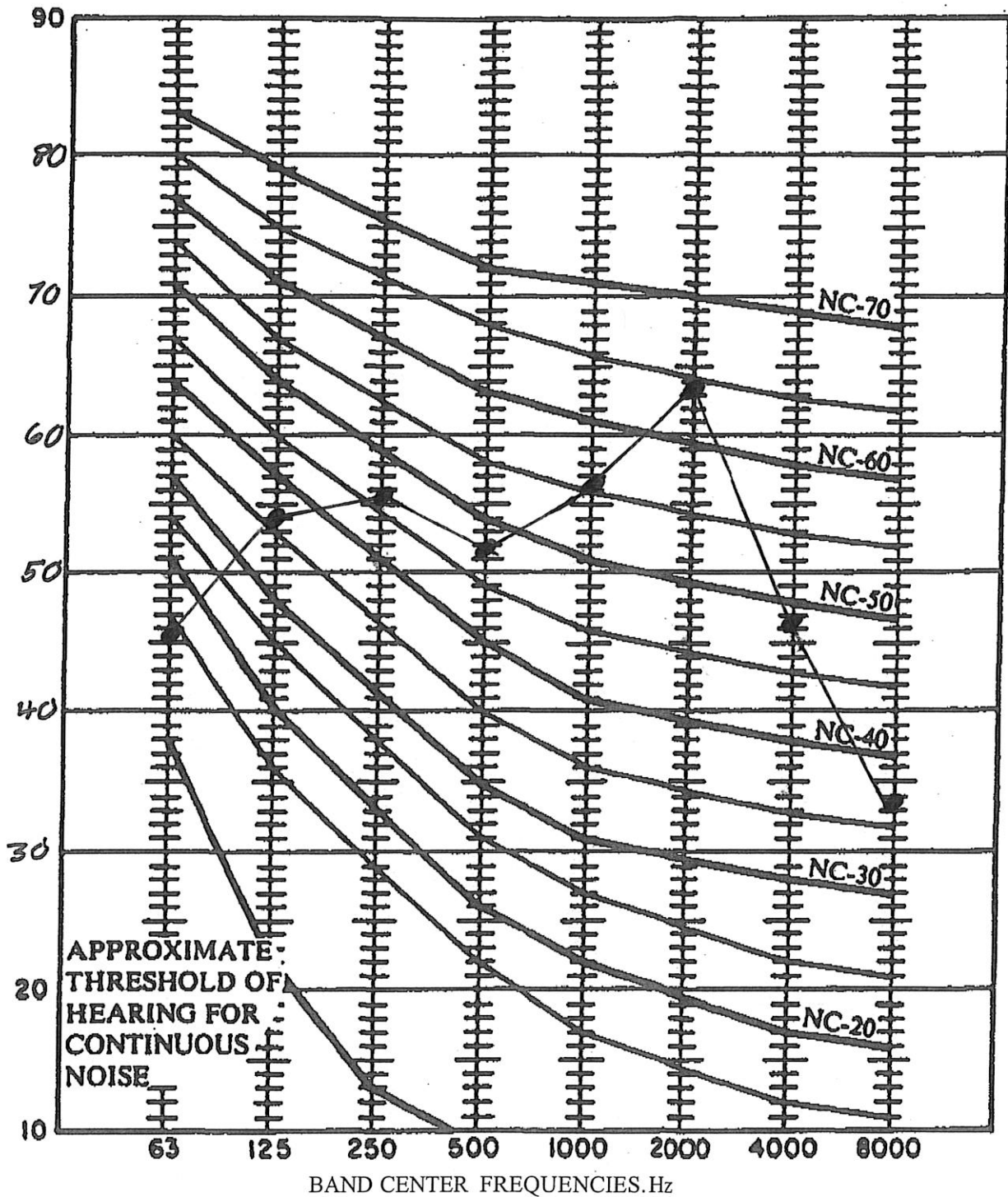
# SOUND TESTING Octave Band Analysis

|                                                     |               |  |                                                 |  |  |
|-----------------------------------------------------|---------------|--|-------------------------------------------------|--|--|
| Project: Kiddie Academy                             |               |  | Address: 6412 Colleyville Blvd, Colleyville, Tx |  |  |
| Technician: Gerald J Kettler, PE                    |               |  |                                                 |  |  |
| Instrument: Quest 2700                              |               |  |                                                 |  |  |
| Date August 19, 2020                                |               |  |                                                 |  |  |
|                                                     | <b>TEST 5</b> |  |                                                 |  |  |
| Scale                                               |               |  | Difference                                      |  |  |
| A                                                   | 56.2          |  |                                                 |  |  |
| B                                                   | 65.1          |  |                                                 |  |  |
| C                                                   | 77.4          |  |                                                 |  |  |
| Hertz                                               | dbA Scale     |  |                                                 |  |  |
| 31.5                                                | 38.8          |  |                                                 |  |  |
| 63                                                  | 45.2          |  |                                                 |  |  |
| 125                                                 | 54.0          |  |                                                 |  |  |
| 250                                                 | 55.3          |  |                                                 |  |  |
| 500                                                 | 51.6          |  |                                                 |  |  |
| 1000                                                | 56.4          |  |                                                 |  |  |
| 2000                                                | 63.9          |  |                                                 |  |  |
| 4000                                                | 46.7          |  |                                                 |  |  |
| 8000                                                | 33.2          |  |                                                 |  |  |
| 16000                                               | 24.2          |  |                                                 |  |  |
|                                                     |               |  |                                                 |  |  |
| Instrument Location: 4 Feet above ground, hand held |               |  |                                                 |  |  |

# NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

5

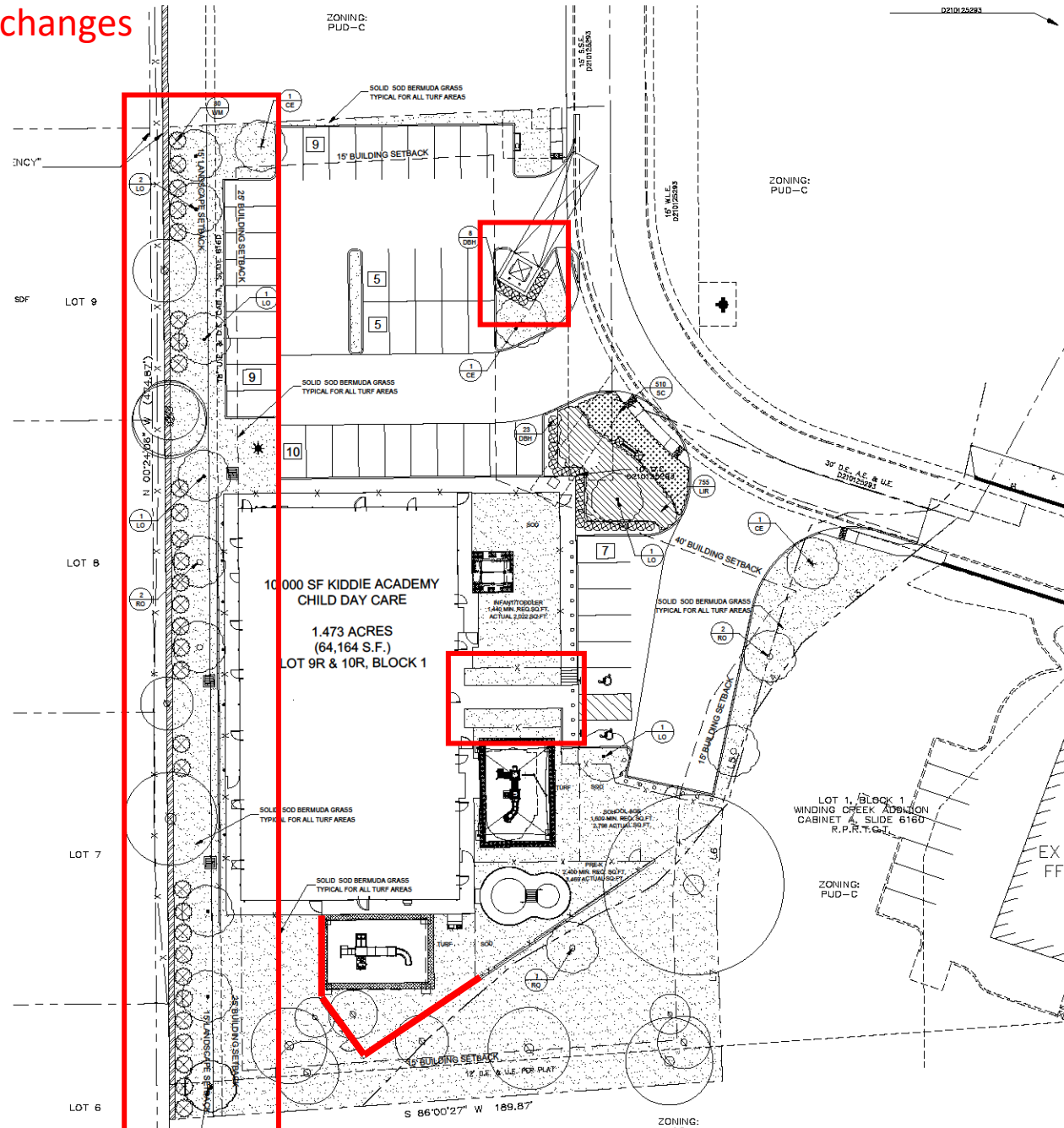


KIDDIE   
ACADEMY®  
EDUCATIONAL CHILD CARE



# Sound Study Discussion

## Proposed site plan changes



### GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAGN.
3. ALL LAWN AREAS TO RECEIVE SOLID SOIL SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPROVED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION WITHIN AS BOTTOM SOIL. FREE FROM LAMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BACTERIA TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADE, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOS, STICKS, CONCRETE SPILLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPROVED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

## LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ACHIEVER OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLO SOID BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

### SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAY.
3. ALL LAWN AREAS TO RECEIVE SOLO SHOWN SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT 500 BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS WITH HAND WITH TOPSOIL TO FILL Voids.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO PLANT PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF ESTABLISHMENT OCCURS BETWEEN SEPTEMBER 1 AND MARCH 31, LAWN AREAS TO BE REPLANTED WITH WINTER VARIETAS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

## LANDSCAPE TABULATIONS

SITE AREA - 64,162 s.f.

Requirement:  
30% of the total site area to be landscape area.

50% of the required landscape area to be located in the front yard.

|                   |                   |
|-------------------|-------------------|
| Required          | Provided          |
| 19,249 s.f. (30%) | 26,768 s.f. (42%) |
| 9,625 s.f. (50%)  | 10,230 s.f. (53%) |

PARKING LOTS - 45 spaces

**Requirement:**

(1) tree per 18 parking spaces

All parking spaces to be within 80 l.f. of canopy tree

| Required                                                       | Provided                                                         |
|----------------------------------------------------------------|------------------------------------------------------------------|
| (3) canopy trees, 3" cal.<br>All spaces within 90 l.f. of tree | (3) canopy trees, 3" cal.<br>All spaces within 90 l.f. of a tree |

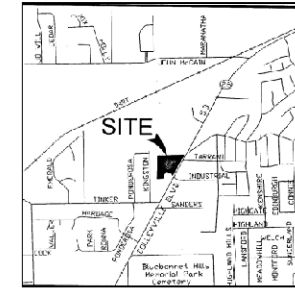
### RESIDENTIAL ADJACENCY Requirement:

Requirement

| Required                   | Provided                   |
|----------------------------|----------------------------|
| 15' wide landscape buffer  | 15' wide landscape buffer  |
| Wax Myrtle Shrubs 15' o.c. | Wax Myrtle Shrubs 15' o.c. |

### PLANT MATERIAL SCHEDULE

| TREES  |     | QTY                 | COMMON NAME                    | BOTANICAL NAME | SIZE                                                  | REMARKS |
|--------|-----|---------------------|--------------------------------|----------------|-------------------------------------------------------|---------|
| CE     | 3   | Cedar Elm           | Ulmus crassifolia              | 7' cal.        | B&B, 12' H., 5" spread min., 5' clear trunk           |         |
| LO     | 4   | Live Oak            | Quercus virginiana             | 3' cal.        | container, 12' H., 6" spread, 5' clear straight trunk |         |
| RO     | 4   | Red Oak             | Quercus shumardii              | 3' cal.        | container, 12' H., 6" spread, 5' clear straight trunk |         |
| SHRUBS |     |                     |                                |                |                                                       |         |
| TYPE   | QTY | COMMON NAME         | BOTANICAL NAME                 | SIZE           | REMARKS                                               |         |
| DBH    | 31  | Dwarf Burford Holly | Ilex cornuta 'burfordii' Nana' | 5 gal.         | container, 24" H., 20" spread                         |         |
| WH     | 30  | Wax Myrtle          | Myrica carolinia               | 10 gal.        | container, 46" H., 30" spread                         |         |



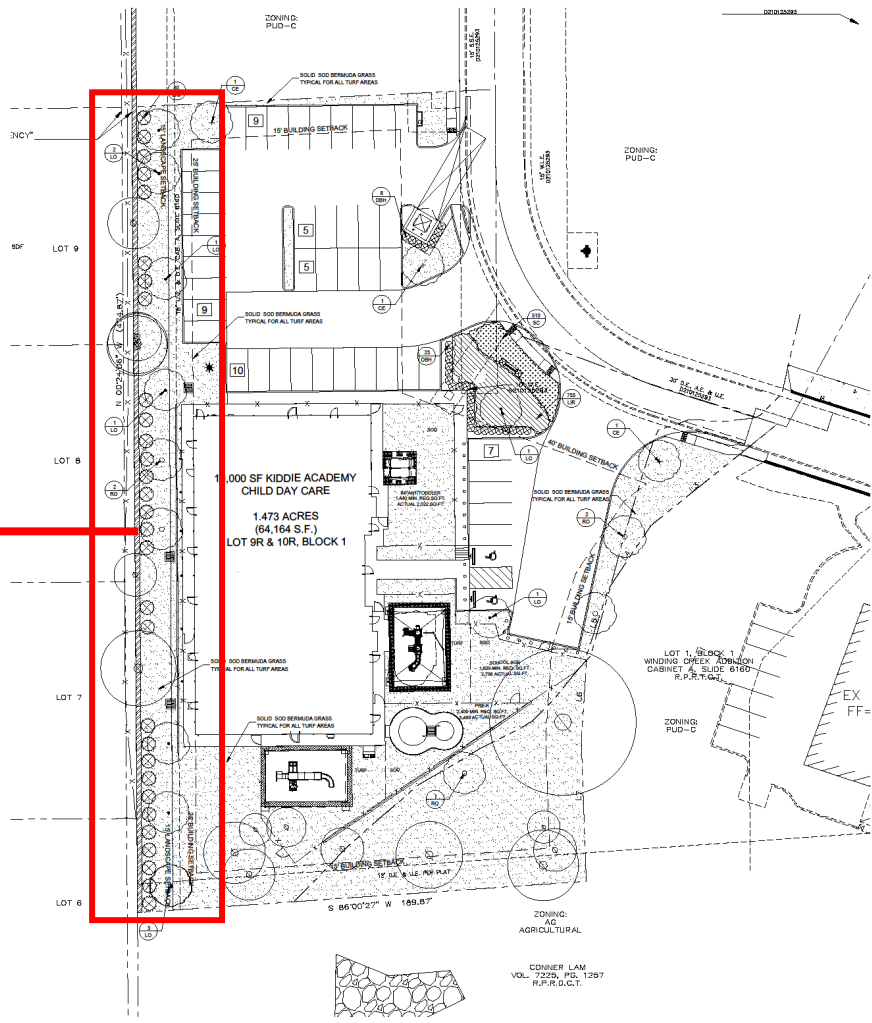
**LANDSCAPE ARCHITECT**  
**STUDIO GREEN SPOT, INC.**  
**1784 W. McDERMOTT DR.**  
**SUITE 110**  
**ALLEN, TEXAS 75013**  
**(469) 389-4448**  
**CHRIS@STUDIOGREENSPOT.COM**



**KIDDIE ACADEMY**  
**COLLEYVILLE BLVD.**  
**CITY OF COLLEYVILLE, TEXAS**

**ISSUE:**  
FOR APPROVAL 03.16.2020  
CITY COMMENTS 04.16.2020  
CITY COMMENTS 04.29.2020  
FOR APPROVAL 06.12.2020  
CITY COMMENTS 08.25.2020

Additional landscaping  
added per the  
neighbor's request.  
Additional trees and  
plants.



GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM BOUNDARY AT TOP AND BOTTOM OF BULGES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOO SHALL BE LEFT IN A MINIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FREE & SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOSS, ROADSIDE, ROOTS, CEMENT, REBAR, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE BRICKS ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE MAIN AND FEEDER MAINS.
7. ALL LAWN AREAS TO BE SOLID SOO BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SOLID SOO NOTES

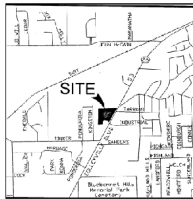
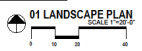
1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LAWN AREAS TO RECEIVE TOPSOIL, 1" BELOW FINAL GRADE. GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM BOUNDARY AT TOP AND BOTTOM OF BULGES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOO SHALL BE LEFT IN A MINIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOO BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOO ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL JOINTS.
6. ROLL GRADES AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOO THOROUGHLY AS SOO OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOISTURE, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR DAMNED AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT PERMANENTLY, SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOO AREAS TO BE OVER SEEDS WITH WINTER RYEGRASS AT A RATE OF 10 POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

| SITE AREA - 54,142 s.f.                                             |                                     |
|---------------------------------------------------------------------|-------------------------------------|
| 30% of the total site area to be landscape area.                    |                                     |
| 25% of the required landscape area to be located in the front yard. |                                     |
| Required                                                            | Provided                            |
| 12,240 s.f. (22%)                                                   | 25,780 s.f. (47%)                   |
| 1,520 s.f. (3%)                                                     | 12,238 s.f. (23%)                   |
| PARKING LOTS - 45 spaces                                            |                                     |
| Requirement:                                                        |                                     |
| (1) tree per 10 parking spaces                                      |                                     |
| All parking spaces to be within 80 f.t. of canopy tree              |                                     |
| Required                                                            | Provided                            |
| (2) canopy trees, 3" cal                                            | (2) canopy trees, 3" cal            |
| All spaces within 80 f.t. of tree                                   | All spaces within 80 f.t. of a tree |
| RESIDENTIAL ADJACENCY                                               |                                     |
| Requirement:                                                        |                                     |
| Required                                                            | Provided                            |
| 15' wide landscape buffer                                           | 15' wide landscape buffer           |
| Wax Myrtle Shrubs 15' o.c.                                          | Wax Myrtle Shrubs 15' o.c.          |

PLANT MATERIAL SCHEDULE

| TREES                                                                                                                                                                                                                                                                 |     |                     |                          |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------|--------------------------|---------|
| TYPE                                                                                                                                                                                                                                                                  | QTY | COMMON NAME         | BOTANICAL NAME           | REMARKS |
| CE                                                                                                                                                                                                                                                                    | 5   | Central Elm         | Ulmus americana          | 2" cal  |
| LO                                                                                                                                                                                                                                                                    | 6   | Live Oak            | Quercus virginiana       | 2" cal  |
| RO                                                                                                                                                                                                                                                                    | 4   | Red Oak             | Quercus shumardii        | 2" cal  |
| SHRUBS                                                                                                                                                                                                                                                                |     |                     |                          |         |
| TYPE                                                                                                                                                                                                                                                                  | QTY | COMMON NAME         | BOTANICAL NAME           | REMARKS |
| DBH                                                                                                                                                                                                                                                                   | 31  | Dwarf Burford Holly | Ilex cornuta 'burfordii' | 5 gal   |
| WM                                                                                                                                                                                                                                                                    | 30  | Wax Myrtle          | Myrica aspera            | 10 gal  |
| GROUNDCOVERS                                                                                                                                                                                                                                                          |     |                     |                          |         |
| TYPE                                                                                                                                                                                                                                                                  | QTY | COMMON NAME         | BOTANICAL NAME           | REMARKS |
| SC                                                                                                                                                                                                                                                                    | 510 | Seasonal Color      |                          | 4" pots |
| LIR                                                                                                                                                                                                                                                                   | 750 | Liriodendron        | Liriodendron tulipifera  | 4" pots |
| NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be installing within varieties. |     |                     |                          |         |



LANDSCAPE ARCHITECT  
STUDIO GREENSPOT INC.  
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KIDDIE ACADEMY  
COLLEWILLE BLVD.  
CITY OF COLLEWILLE, TEXAS

ISSUE:  
FOR APPROVAL 03.16.2020  
CITY COMMENTS 04.16.2020  
CITY COMMENTS 04.20.2020  
FOR APPROVAL 05.12.2020  
CITY COMMENTS 05.20.2020

DATE:  
05.25.2020

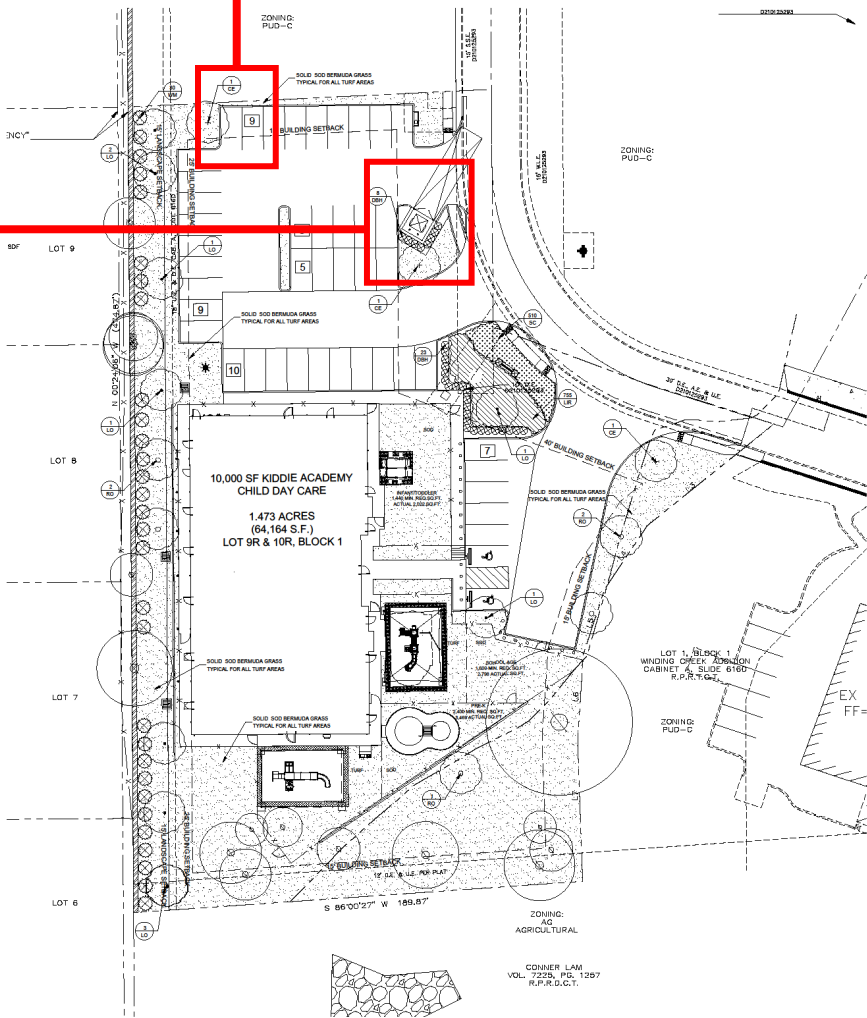
SHEET NAME:  
LANDSCAPE PLAN

SHEET NUMBER:

L.2

Second proposed  
dumpster location

Proposed dumpster  
location per neighbor's  
request.



GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM BOUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT PRESUGARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOO SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FINE-SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, STONES, WIDE-OPEN STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADES. IRRIGATION TRENCHES COMPLETED, FERTILIZER AND FERTILIZER GRASSES APPROVED BY THE COUNTY CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE BRICKS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE AT LEAST ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS AND SUPPLIES BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY COMPLETES. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE MAIN AND FEEDER LINES.
7. ALL LAWN AREAS TO BE SOLID SOO BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SOLID SOO NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LAWN AREAS TO RECEIVE TOPSOIL 1" BELOW FINAL FINISH GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM BOUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT PRESUGARITIES AND AREAS WHERE WATER MAY STAND.
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4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOO BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOO ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL Voids.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOO THOROUGHLY AS SOO OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOO AREAS TO BE OVER-SEEDED WITH WINTER HYDRANGEAS AT A RATE OF 25 POUNDS PER ONE THOUSAND (ONE SQUARE FEET).

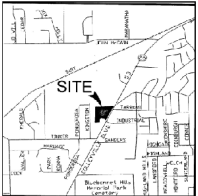
LANDSCAPE TABULATIONS

| SITE AREA - 64,162 s.f.                                             |                            |
|---------------------------------------------------------------------|----------------------------|
| 50% of the total site area to be landscape area.                    |                            |
| 50% of the required landscape area to be located in the front yard. |                            |
| Required                                                            | Provided                   |
| 19,248 s.f. (30%)                                                   | 20,768 s.f. (32%)          |
| 5,624 s.f. (8.75%)                                                  | 10,208 s.f. (15.9%)        |
| PARKING LOTS - 45 spaces                                            |                            |
| Requirement:                                                        |                            |
| (1) tree per 18 parking spaces                                      |                            |
| All parking spaces to be within 80 ft. of canopy tree               |                            |
| REQUIREMENTS                                                        |                            |
| Required                                                            | Provided                   |
| (2) canopy trees, 3" cal.                                           | (3) canopy trees, 3" cal.  |
| All spaces within 80 ft. of tree                                    |                            |
| RESIDENTIAL ADJACENCY                                               |                            |
| Requirement:                                                        |                            |
| Required                                                            | Provided                   |
| 15' wide landscape buffer                                           | 15' wide landscape buffer  |
| Wax Myrtle Shrubs 15' o.c.                                          | Wax Myrtle Shrubs 15' o.c. |

PLANT MATERIAL SCHEDULE

| TREE TYPE  | QTY | COMMON NAME          | BOTANICAL NAME                | SIZE    | REMARKS                                               |
|------------|-----|----------------------|-------------------------------|---------|-------------------------------------------------------|
| CE         | 3   | Coastal Oak          | Quercus laevis                | 3" cal. | DBH: 12" H: 15' spread min. 12' clear trunk           |
| LO         | 6   | Live Oak             | Quercus virginiana            | 3" cal. | container, 12" H: 15' spread, 5' clear straight trunk |
| HO         | 6   | Hill Oak             | Quercus stellata              | 3" cal. | container, 12" H: 15' spread, 5' clear straight trunk |
| SHRUB TYPE |     |                      |                               |         |                                                       |
| TREE TYPE  | QTY | COMMON NAME          | BOTANICAL NAME                | SIZE    | REMARKS                                               |
| DBH        | 31  | Desert Burford Holly | Ilex cornuta 'Desert Burford' | 5 gal.  | container, 24" H: 20" spread                          |
| WM         | 30  | Wax Myrtle           | Myrica asplenifolia           | 15 gal. | container, 48" H: 38" spread                          |
| GRASS TYPE |     |                      |                               |         |                                                       |
| TREE TYPE  | QTY | COMMON NAME          | BOTANICAL NAME                | SIZE    | REMARKS                                               |
| SC         | 510 | Seasonal Color       | Cynodon dactylon              | 4" pots | selection by owner, 12" o.c.                          |
| LR         | 750 | Liriodendron         | Cynodon dactylon              | 4" pots | selection by owner, 12" o.c.                          |
| LR         | 750 | Liriodendron         | Cynodon dactylon              | 4" pots | selection by owner, 12" o.c.                          |

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be meeting within varieties.



LANDSCAPE ARCHITECT  
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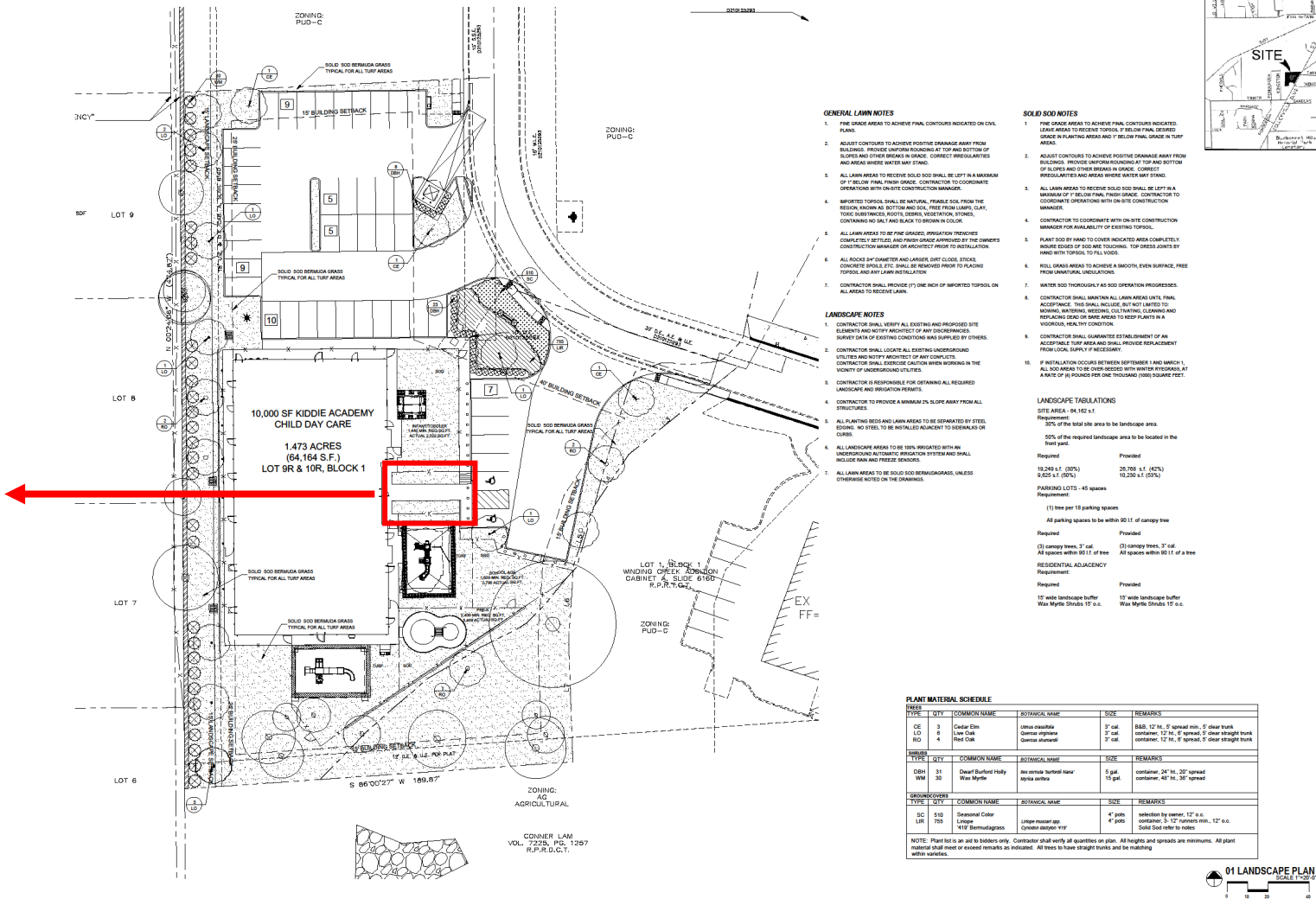


KIDDIE ACADEMY  
COLLEVILLE BLVD.  
CITY OF COLLEVILLE, TEXAS

ISSUE:  
FOR APPROVAL 03.18.2020  
CITY COMMENTS 04.16.2020  
CITY COMMENTS 04.26.2020  
FOR APPROVAL 06.12.2020  
CITY COMMENTS 08.25.2020

DATE:  
06.25.2020  
SHEET NAME:  
LANDSCAPE PLAN  
SHEET NUMBER:  
L.2

Additional landscaping  
on both sides of the  
entrance sidewalk.  
Specifics to be defined  
by city arborist.



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1784 W. MACDONALD DR.  
SUITE 110  
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CHRG@STUDIOGREENSPOT.COM

09.25.2020

**KIDDIE ACADEMY**  
COLLEVILLE BLVD.  
CITY OF COLLEVILLE, TEXAS

ISSUE:  
FOR APPROVAL 08.10.2020  
CITY COMMENTS 04.10.2020  
FOR APPROVAL 04.29.2020  
FOR APPROVAL 08.12.2020  
CITY COMMENTS 08.25.2020

DATE:  
08.25.2020

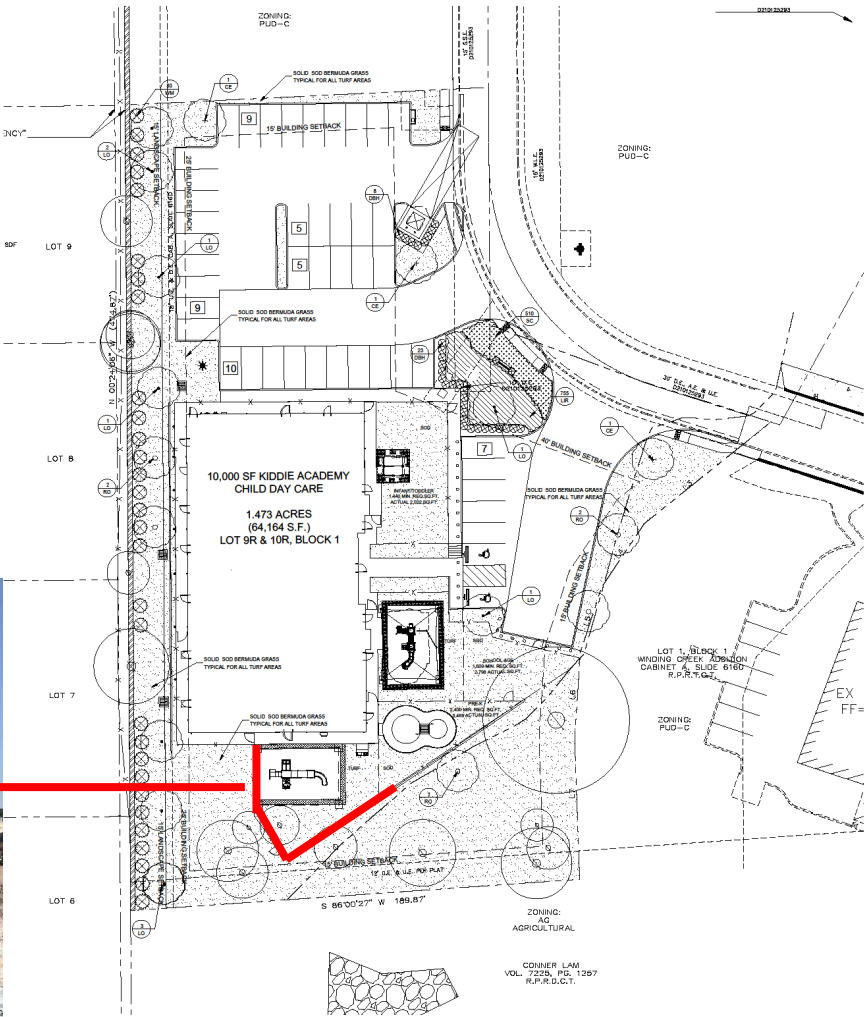
SHEET NAME:  
LANDSCAPE PLAN

SHEET NUMBER:  
L.2





Solid 6' vinyl fencing



GENERAL LAWN NOTES

1. FINE GRASS AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER AREAS IN GRASS. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID 800 SHALL BE LEFT IN A MINIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FERTILE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LAMPS, CLAY, TOXIC SUBSTANCES, MOULDS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALTS AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRASS, IRRIGATION TRENCHES COMPLETELY REVEALED, AND FINISH GRADE APPROVED BY THE CONCRETE CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOS, STICKS, CONCRETE BRICKS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL, AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY COMPLETS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING, NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% PROTECTED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE MAIN AND FEEDER DRINKS.
7. ALL LAWN AREAS TO BE SOLID 800 BERMUDA GRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SOLID 800 NOTES

1. FINE GRASS AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LAWN AREAS TO RECEIVE TOPSOIL 1" BELOW FINAL, DESIRED GRASS IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER AREAS IN GRASS. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID 800 SHALL BE LEFT IN A MINIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT 800 BY HAND TO COVER INDICATED AREA COMPLETELY. HOURSE EDGES OF 800 ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL JOINTS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER 800 THOROUGHLY AS 800 OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING, AND REPLACING DEAD OR DAMAGED AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL 800 AREAS TO BE OVER SEEDS WITH WINTER RYEGRASS AT A RATE OF 25 POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

|                                                                     |                                   |
|---------------------------------------------------------------------|-----------------------------------|
| SITE AREA - 64,162 ± s.f.                                           |                                   |
| Requirement:                                                        |                                   |
| 30% of the total site area to be landscape area.                    |                                   |
| 50% of the required landscape area to be located in the front yard. |                                   |
| Required                                                            | Provided                          |
| 19,248 s.f. (30%)                                                   | 25,788 s.f. (40%)                 |
| 9,624 s.f. (15%)                                                    | 10,230 s.f. (16%)                 |
| PARKING LOTS - 45 spaces                                            |                                   |
| Requirement:                                                        |                                   |
| (1) tree per 18 parking spaces                                      |                                   |
| All parking spaces to be within 60' LT. of canopy tree              |                                   |
| Required                                                            | Provided                          |
| (2) canopy trees, 3" cal.                                           | (2) canopy trees, 3" cal.         |
| All spaces within 60' LT. of tree                                   | All spaces within 60' LT. of tree |
| RESIDENTIAL ADJACENCY                                               |                                   |
| Requirement:                                                        |                                   |
| Required                                                            | Provided                          |
| 15' wide landscape buffer                                           | 15' wide landscape buffer         |
| Was Myrtle Shrubs 15' o.s.                                          | Was Myrtle Shrubs 15' o.s.        |

PLANT MATERIAL SCHEDULE

| TYPE      | QTY  | COMMON NAME         | BOTANICAL NAME           | SIZE                    | REMARKS                                                |                              |
|-----------|------|---------------------|--------------------------|-------------------------|--------------------------------------------------------|------------------------------|
| CE        | 3    | Cedar Elm           | Ulmus crinitus           | 3" cal.                 | B&B, 12' ht., 5' spread min., 5' clear trunk           |                              |
| LO        | 8    | Low Oak             | Quercus agrifolia        | 3" cal.                 | container, 12' ht., 5' spread, 5' clear straight trunk |                              |
| RO        | 4    | Red Oak             | Quercus shumardii        | 3" cal.                 | container, 12' ht., 5' spread, 5' clear straight trunk |                              |
| TYPE      | QTY  | COMMON NAME         | BOTANICAL NAME           | SIZE                    | REMARKS                                                |                              |
| DBH       | 31   | Dwarf Burford Holly | Ilex cornuta 'burfordii' | 5 gal.                  | container, 24" ht., 20" spread                         |                              |
| WM        | 30   | Low Oak             | Quercus agrifolia        | 15 gal.                 | container, 42" ht., 30" spread                         |                              |
| GROUPINGS | TYPE | QTY                 | COMMON NAME              | BOTANICAL NAME          | SIZE                                                   | REMARKS                      |
| SC        | 510  | Seasonal Color      | Liatris pycnostachya     | 4" pots                 | selection by owner, 12" o.s.                           |                              |
|           | LR   | 755                 | Liriodendron             | Liriodendron tulipifera | 4" pots                                                | selection by owner, 12" o.s. |

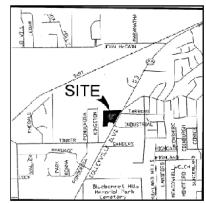
NOTE: Plant list is an advisory only. Quantities are approximate to place. All plants are minimum 18" tall and 12" wide unless otherwise indicated. All trees have 5' clear trunk and are bushy and well branched.

Small order quantities are minimum. All plants are minimum 18" tall and 12" wide unless otherwise indicated. All trees have 5' clear trunk and are bushy and well branched.

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant within varieties.



01 LANDSCAPE PLAN SCALE 1/8"=1'-0"



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CHRS@STUDIOGREENSPOT.COM



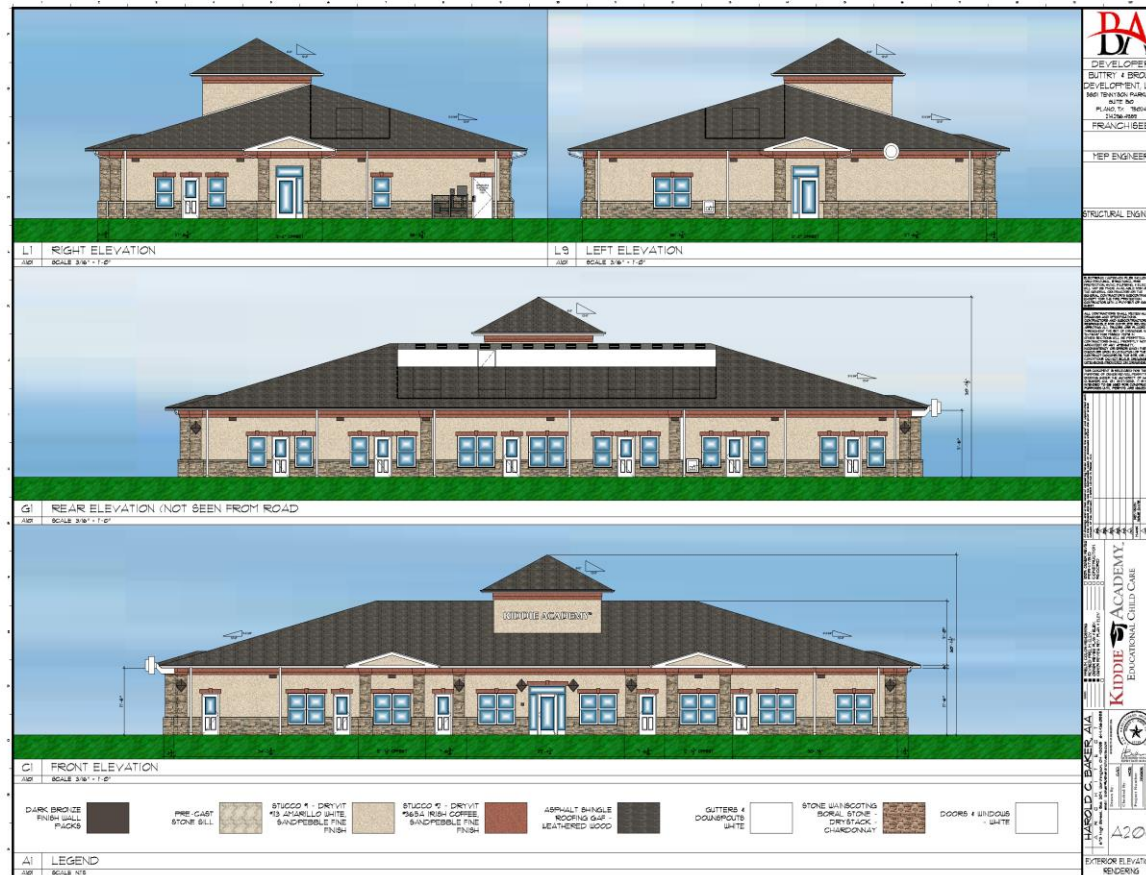
KIDDIE ACADEMY  
COLLEYVILLE BLVD.  
CITY OF COLLEYVILLE, TEXAS

ISSUE:  
FOR APPROVAL 08.19.2020  
CITY COMMENTS 04.16.2020  
FOR APPROVAL 08.12.2020  
CITY COMMENTS 08.25.2020

DATE:  
08.25.2020  
SHEET NAME:  
LANDSCAPE PLAN  
SHEET NUMBER:  
L.2

# Proposed Elevation Materials

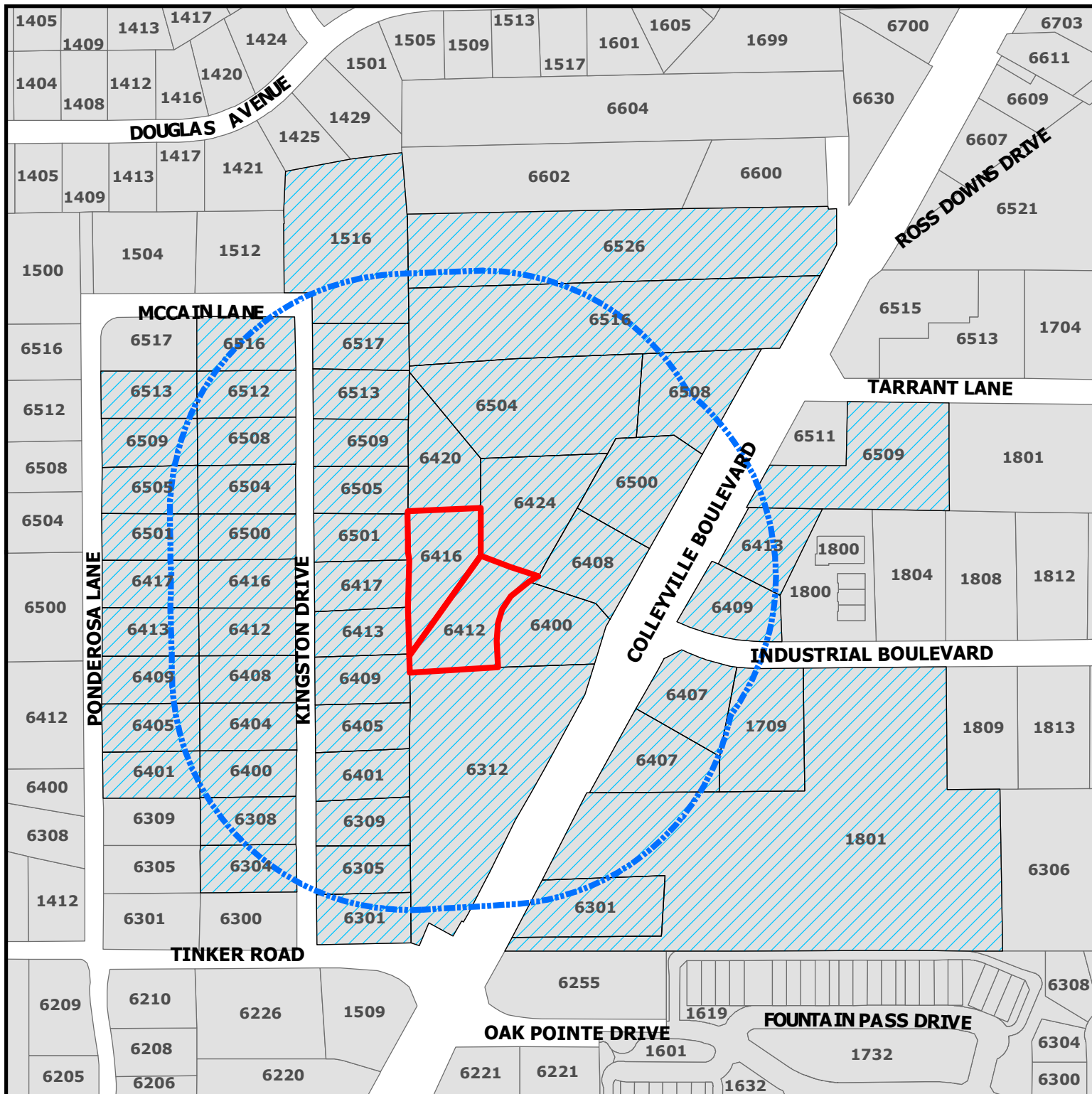
Work with building department on material options



THANK YOU



# Notification Map



## ZC20-015

### 6412-6416 Colleyville Blvd

#### DISCLAIMER:

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



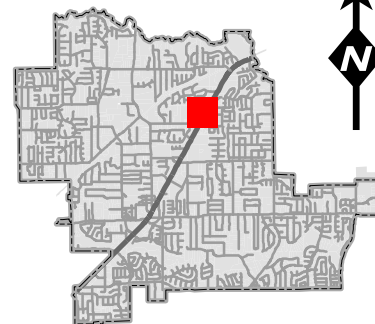
Subject Property



500ft Buffer



Properties within 500ft





## Notification List

| Owner Name                    | Owner Address                        | Owner City               | Owner Zip | Situs Address         |
|-------------------------------|--------------------------------------|--------------------------|-----------|-----------------------|
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6500 COLLEYVILLE BLVD |
| 3 J GREEN LIMITED PARTNERSHIP | 6620 COLLEYVILLE BLVD STE 100        | COLLEYVILLE, TX          | 76034     | 6508 COLLEYVILLE BLVD |
| 7 MOON INVESTMENT INC         | 7009 COLE CT                         | COLLEYVILLE, TX          | 76034     | 6312 COLLEYVILLE BLVD |
| ADDITIONAL SELF STORAGE LP    | 2964 LBJ FRWY STE 400                | DALLAS, TX               | 75234     | 1801 INDUSTRIAL BLVD  |
| AMERICA'S STORAGE             | 4311 OAK LAWN AVE STE 360            | DALLAS, TX               | 75219     | 6509 COLLEYVILLE BLVD |
| BITTICK, EDWARD D             | 6405 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6405 KINGSTON DR      |
| BOULEVARD ANIMAL HOSPITAL PC  | 6413 COLLYVILLE BLVD                 | COLLEYVILLE, TX          | 76034     | 6413 COLLEYVILLE BLVD |
| BOWDEN, GERALD W              | 850 AVENIDA SERENA                   | MARBLE FALLS, TX         | 78654     | 6516 COLLEYVILLE BLVD |
| BOYLES, MARTIN                | 6505 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6505 PONDEROSA LN     |
| BRASHEAR, H C                 | 5616 BELFAST LN                      | NORTH RICHLAND HILLS, TX | 76180     | 6400 KINGSTON DR      |
| CANNADAY, JOHN W EST          | 6413 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6413 KINGSTON DR      |
| CAVINS, ANDREW                | 6513 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6513 PONDEROSA LN     |
| CROCKER, RHONDA               | 6500 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6500 KINGSTON DR      |
| DACY, TIMOTHY LANCE           | 5705 MORLAIX CT                      | COLLEYVILLE, TX          | 76034     | 6516 KINGSTON DR      |
| DIMITROV, LACHEZAR P          | 6509 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6509 KINGSTON DR      |
| DOUGLAS, SCOTT E              | 6308 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6308 KINGSTON DR      |
| FENNEMA, SEAN                 | 6513 KINGSTON DR                     | COLLEYVILLE, TX          | 76034     | 6513 KINGSTON DR      |
| FISH, ROBERT                  | 6401 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6401 KINGSTON DR      |
| FLIPPIN, LINDA M              | 6405 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6405 PONDEROSA LN     |
| FRANKLIN, THOMAS C            | 6413 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6413 PONDEROSA LN     |
| GABLE, STEPHAN D              | 6412 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6412 KINGSTON DR      |
| GARRETT, KENNETH              | 6517 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6517 KINGSTON DR      |
| GLASS, THOMAS                 | 6304 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6304 KINGSTON DR      |
| HANZELKA, JOSEPH R            | 6508 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6508 KINGSTON DR      |
| HILDRETH, BRADLEY E           | 6409 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6409 KINGSTON DR      |
| INGRAM, BEVERLY               | 212 STRATFORD CT                     | HURST, TX                | 76054     | 6409 COLLEYVILLE BLVD |
| JOHNSON, WHITNEY              | 6401 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6401 PONDEROSA LN     |
| LACZNY, WILLIAM G             | 6408 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6408 KINGSTON DR      |
| LORD, M'LINDA                 | 6301 KINGSTON DR                     | COLLEYVILLE, TX          | 76034     | 6301 KINGSTON DR      |
| MALONE, DERRICK L             | 6115 GARCIA LN                       | FORT WORTH, TX           | 76140     | 6301 COLLEYVILLE BLVD |
| MCCAIN, NORMA                 | PO BOX 92185                         | SOUTHLAKE, TX            | 76092     | 1516 MCCAIN LN        |
| MOELLER, KARLA S              | 6501 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6501 PONDEROSA LN     |
| PHETTEPLACE, NATHAN           | 6404 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6404 KINGSTON DR      |
| PULLEN, TIMOTHY B             | 6501 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6501 KINGSTON DR      |
| REYNOLDS, DOUGLAS             | 6417 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6417 KINGSTON DR      |
| RICHARDSON, BOBANNE           | 6409 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6409 PONDEROSA LN     |
| RICHFIELD PROPERTIES INC      | 2140 E SOUTHLAKE BLVD SUITE L-       | SOUTHLAKE, TX            | 76092     | 6407 COLLEYVILLE BLVD |
| RYAN, GERALD CASEY            | 6509 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6509 PONDEROSA LN     |
| SANDERS, BAILEY               | 6305 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6305 KINGSTON DR      |
| SHEARS, THOMAS T TR EST       | PO BOX 33349                         | FORT WORTH, TX           | 76162     | 6504 KINGSTON DR      |
| SIMS, REX A                   | 6505 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6505 KINGSTON DR      |
| SMITH, CHARLES L              | 6417 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6417 PONDEROSA LN     |
| SNEED, FRANK                  | 6309 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6309 KINGSTON DR      |
| THOMAS, MATHEW                | 6416 KINGSTON ST                     | COLLEYVILLE, TX          | 76034     | 6416 KINGSTON DR      |
| TIERNEY, THOMAS A             | 1709 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1709 INDUSTRIAL BLVD  |
| TIERNEY, TOM                  | 1709 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 6400 COLLEYVILLE BLVD |
| TONDRE, ZACHARY               | 6512 KINGSTON DR                     | COLLEYVILLE, TX          | 76034     | 6512 KINGSTON DR      |
| TRES ROSAS LTD                | 6516 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6526 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6420 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6416 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6424 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6412 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6408 COLLEYVILLE BLVD |
| YARD ART P&F LTD              | 1223 CRESTSIDE DR STE 100            | COPPELL, TX              | 75019     | 6407 COLLEYVILLE BLVD |
|                               |                                      |                          |           | 6504 COLLEYVILLE BLVD |
| MONTERRA ADDITION             | 6811 MILTON DR                       | COLLEYVILLE, TX          | 76034     | COURTESY NOTICE       |
| VILLAS AT OAK POINTE, THE     | 2555 SW GRAPEVINE PARKWAY, SUITE 300 | GRAPEVINE, TX            | 76051     | COURTESY NOTICE       |
| GRAPEVINE COLLEYVILLE ISD     | 3051 IRA E WOODS AVE                 | GRAPEVINE, TX            | 76051     | STATE REQUIRED        |
| BROWN, STEPHEN                | 5801 TENNYSON PARKWAY, SUITE 150     | PLANO, TX                | 75024     | APPLICANT             |

Public hearing notices were mailed on June 26, 2020





## 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, July 13, 2020 at 7:00 p.m.**  
**City Council Meetings: Tuesday, August 4, 2020 & Tuesday, August 18, 2020 at 7:30 p.m.**  
**3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

**Request:** Consideration of a request for a Special Use Permit for a 'Day Care Center'. The purpose is to allow for new construction and operation of the child day care facility, Kiddie Academy Day Care.

**Zoning Case:** ZC20-015

**Applicant:** Stephen Brown

**Owner:** Kevin Afkami

**Location:** 6412 and 6416 Colleyville Blvd

**Property Description:** Lot 9R and 10R, Block 1, of the Winding Creek Addition

**Present Zoning:** PUD-R Planned Unit Development-Residential

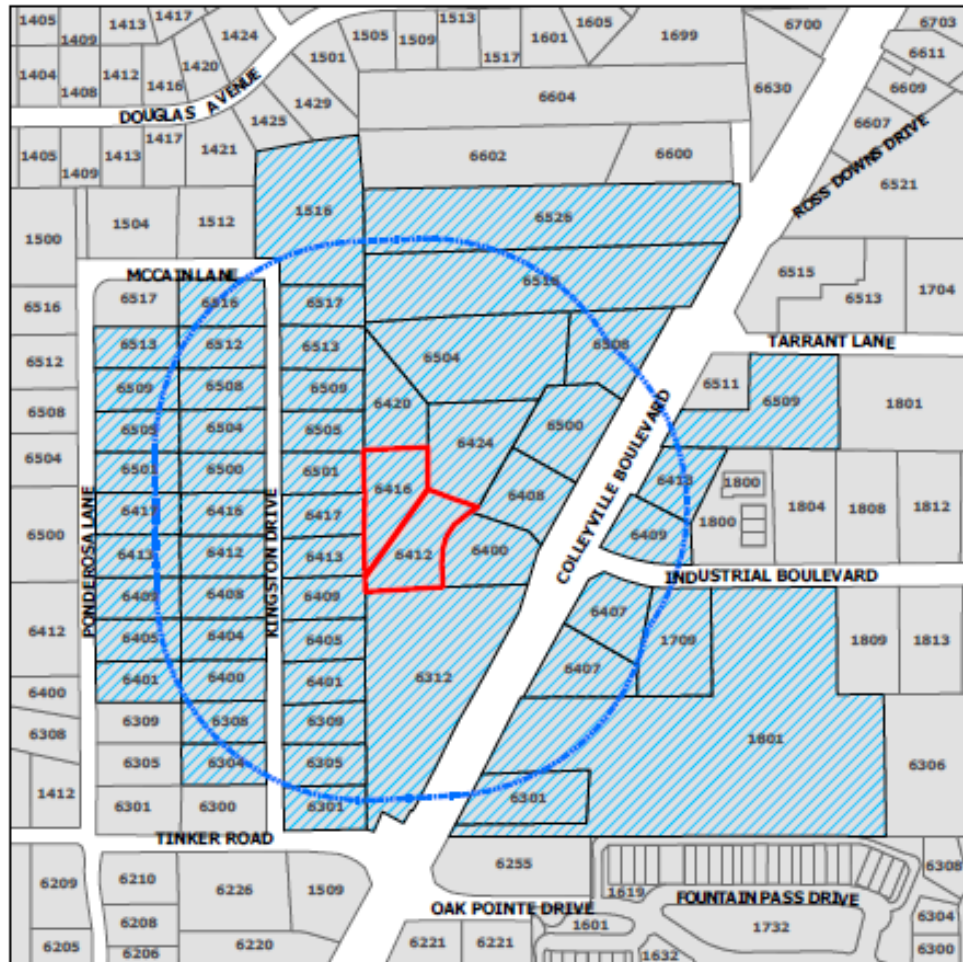
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

## NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 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](mailto:jreyff@colleyville.com)

# Letter of Opposition

**Jackie Reyff**

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**From:** Susan Reynolds  
**Sent:** Thursday, April 30, 2020 4:40 PM  
**To:** Jackie Reyff  
**Subject:** ZC20-008

Hi Jacquelyn,

We are Colleyville residents and live at 6417 Kingston. Our back fence is at ground zero to the proposed development at 6412 & 6416 Colleyville Blvd. We are sending a written protest in regards to the request for a permit to build the daycare center. We always understood that there would be some type of business going in behind us. We were told it was zoned for Professional Office Buildings. Not a daycare center with over 190 children being dropped off/ picked up twice a day, or maybe more often than that. The homes this school will impact are retired/almost retired couples. If we wanted to live by a school, we would have bought a home by one. Now with this proposal and looking at the design of this daycare, the playgrounds are right along our fence lines. We understand the 25' distance from our wall, but sound doesn't respect that. We will basically have children in our backyard ( so to speak) every week day, all day when they are out on those playgrounds. Have you sat and listen to children on playgrounds? Laughing, screaming, and yelling, as it should be, they are having fun. But we don't want to live by a school, nor should a school and its playgrounds be this close to homes.

Sincerely,  
Doug & Susan Reynolds  
Sent from my iPhone

# Letter of Opposition

**Araceli Botello**

---

**Subject:** FW: day care 6504 and 6502 Colleyville blvd.

**From:** tim <>

**Sent:** Sunday, May 10, 2020 3:57 PM

**To:** Ben Bryner <[BBryner@colleyville.com](mailto:BBryner@colleyville.com)>

**Subject:** day care 6504 and 6502 Colleyville blvd.

We live at 6501 Kingston, that is behind the lots in question. At this time we are against the construction of this day care. There is already a wedding building behind us. We are not against a daycare in Colleyville, but not in our backyard. It's really too close. There must be a better location we can find. Most of the people on this street are retired or close to it. Can we move it closer to 26? We have five kids and 11 grandkids, this is our day care. With the wedding building and a day care in our back yard is a little much. Those that have older parents would feel the same way. Thank you. Tim and Gayline Pullen.

Sent from [Mail](#) for Windows 10

# Letter of Opposition

**Araceli Botello**

---

**Subject:** FW: Daycare on Highway 26

**From:** Kristi Spann

**Sent:** Thursday, August 20, 2020 8:42 PM

**To:** Jackie Reyff <[JReyff@colleyville.com](mailto:JReyff@colleyville.com)>

**Subject:** Daycare on Highway 26

City Council:

We understand that a daycare is under consideration to be built on Highway 26. This property backs up to our neighborhood and the playground would be right behind us. Our major concerns are the noise this will cause in our quiet neighborhood and the traffic congestion it will bring on 26 and Tinker Road if this is built. Traffic is already bad during rush hour traffic and the daycare traffic will only add to it.

We understand that this has been in the works for over a year; considering the amount of problems this could cause, we are wondering how it has gotten as far as it has. We believe offices of some sort would be much better suited for the property.

Regards,  
Bradley and Kristi Hildreth  
6409



## **ORDINANCE O-20-2127**

**AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOTS 9R & 10R, BLOCK 1, OF THE WINDING CREEK ADDITION, LOCATED AT 6412 AND 6416 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A DAY CARE CENTER; 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 a special use permit for a Day Care Center under Case No. ZC20-008; 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 Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lots 9R & 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, by authorizing a Special Use Permit for a Day Care Center, as depicted on Exhibit "A", Exhibit "B", and Exhibit "C".

Sec. 2. 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. 3. THAT the above described tract of land shall be subject to the following conditions:

**1. GENERAL**

- a. This Special Use Permit shall apply only to "Exhibit "B" and Exhibit "C" as shown on the Zoning Exhibit and Elevations Exhibit as attached.
- b. A minimum of 45 parking spaces shall be required for this use.
- c. Speed limit signs be placed on the property.
- d. The applicant work with the surrounding property owners to resolve any drainage issues.
- e. This Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- f. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 4<sup>th</sup> day of August 2020.

The second reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.

PASSED AND APPROVED BY A VOTE OF \_\_\_\_\_ AYES, \_\_\_\_\_ NAYS, ON THIS THE 1<sup>ST</sup> DAY OF SEPTEMBER 2020.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| 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

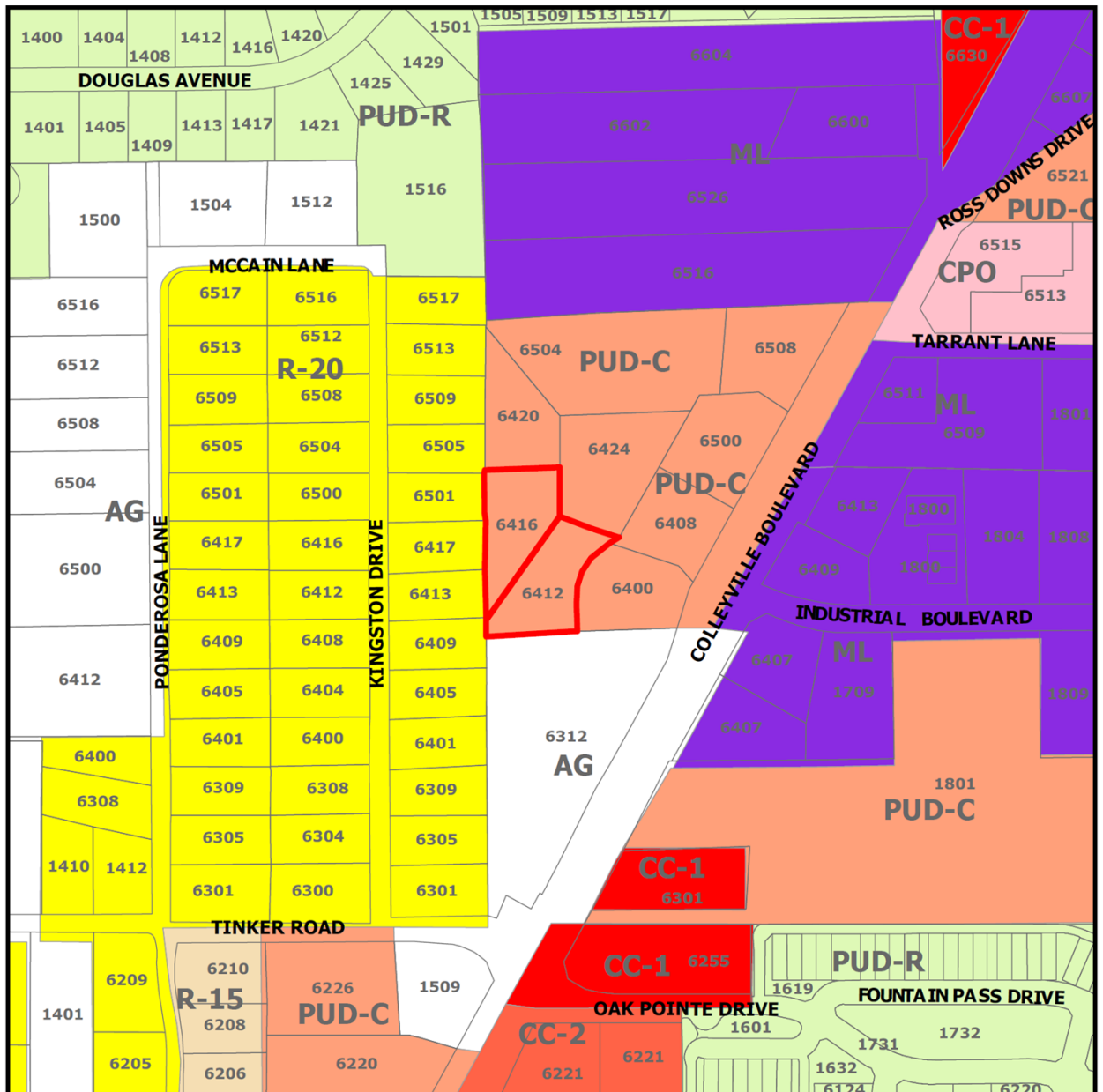
Richard Newton  
Mayor

**APPROVED AS TO FORM:**

Whitt Wyatt  
City

Attorney

## Exhibit "A" – Zoning Map



## **Exhibit "B" – Statement of Planning Objectives and Site Plan Exhibit**



T: 469.331.8566 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

### **State of Planning Objectives**

The purpose of the special use permit application is to request for Kiddle Academy Day Care service on Lot 9R & 10R, Block 1, WindingCreek Addition. Kiddle Academy is an educational child care provider that focuses on learning, creativity, compassion, and character. Shaping and inspiring children for the future always have been a critical part of the Kiddle Academy vision. The Kiddle Academy cares for, educates, and encourages its children to do more and be more.

The provided site plan complies with the city of Colleyville ordinance. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services. Adequate vehicular and pedestrian circulation has been providing throughout the site. Proper fire safety accommodations have been provided. Off-street parking for the Kiddle Academy has presented at one space per faculty plus one space per 5 children. Stacking will not be an issue as parents will be required to park in a parking space and enter the building to sign children in and out. The proposed landscape has been shown to meet screening requirements and enhance the overall site aesthetics.

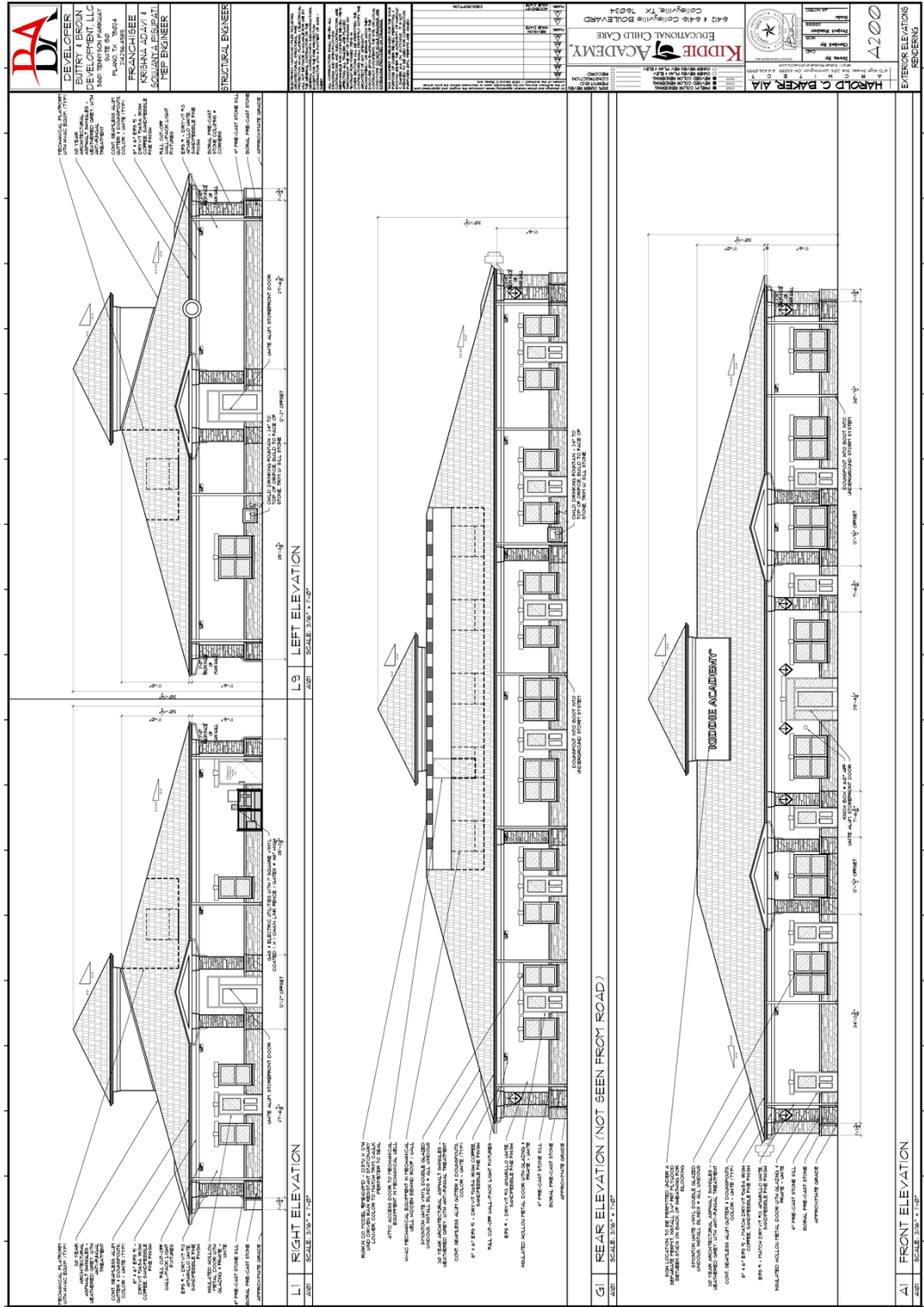
### **Development Schedule**

The Kiddle Academy anticipates estimated to start construction on August 2020. The grand opening day projected on August 2021.





Exhibit "C" – Elevations Exhibit







# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 7b

**Agenda Date** 9/15/2020

**Number** Ordinance O-20-2128

**Type** Ordinance

**Department** Community Development

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## **Title**

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for hours of operation on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-012

## **Strategic Plan**

4.2 Encourage compatible commercial growth

## **Explanation**

### ***Second Reading & Public Hearing***

This item remained tabled at the September 1, 2020 meeting.

This item was tabled at the August 18, 2020 meeting.

The applicant was present at the first reading and spoke on the item.

### ***First Reading & Public Hearing***

Stephen Brown, the applicant, has submitted a request for an amendment to the existing PUD-C Planned Unit Development – Commercial ordinance for the Winding Creek development, being approximately 1.41 acres, and zoned PUD-C Planned Unit Development – Commercial. The purpose is to amend the PUD-C's hours of operation from 7:00 a.m. – 8:00 p.m. to 6:30 a.m. – 6:30 p.m. Monday through Friday specific to Lots 9R and 10R for a child care facility.

**Existing Conditions/Background:** The subject property is currently known as the Winding Creek development and is developed as an office park with the Montclair Wedding Venue. Commercial retail uses are permitted on properties adjacent to Colleyville Boulevard. The proposed business would be a 10,000 s.f. day care center.

## **Proposed Amendment:**

*Request* – The applicant requests to change the PUD Ordinance to change the hours of operation for the child day care center to 6:30 a.m. – 6:30 p.m. Monday – Friday.

**Analysis:** The requested PUD-C amendment will establish hours of operation similar to other child day care facilities in Colleyville. The Crème de la Crème child day care



center's hours of operation are 6:30 a.m. to 6:30 p.m. Monday - Friday

**Surrounding Development:** The properties to the north and east are zoned PUD-C Planned Unit Development - Commercial and are unimproved lots within the Winding Creek development. The property to the south is zoned AG Agricultural and is unimproved. Properties to the west are zoned R-20 Single Family Residential and are improved with single family homes.

**Comprehensive Plan:** The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development. The proposed change to the PUD-C ordinance does not conflict with any portion of the comprehensive plan.

**Public Notification:** Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 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 requested amendment. The proposed amendment to the existing PUD-C ordinance adjusting the hours of operation would comply with Colleyville development regulations and the comprehensive plan.

**Planning & Zoning Commission Recommendation:** The Planning & Zoning Commission recommended approval of the request at their July 13, 2020 meeting by a vote of 6-0.

### **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. Business Plan
6. Site Plan
7. Building Elevations
8. Notification Map
9. Notification List
10. Property Owner Notification
11. Letters of Opposition



12. Ordinance O-20-2128



## Aerial Map



# ZC20-012

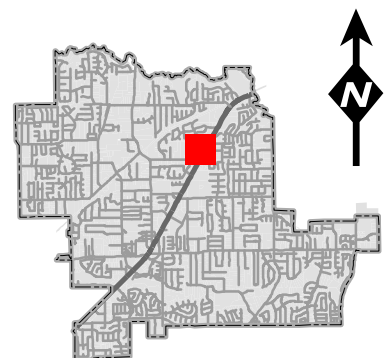
## 6412-6416 Colleyville Blvd

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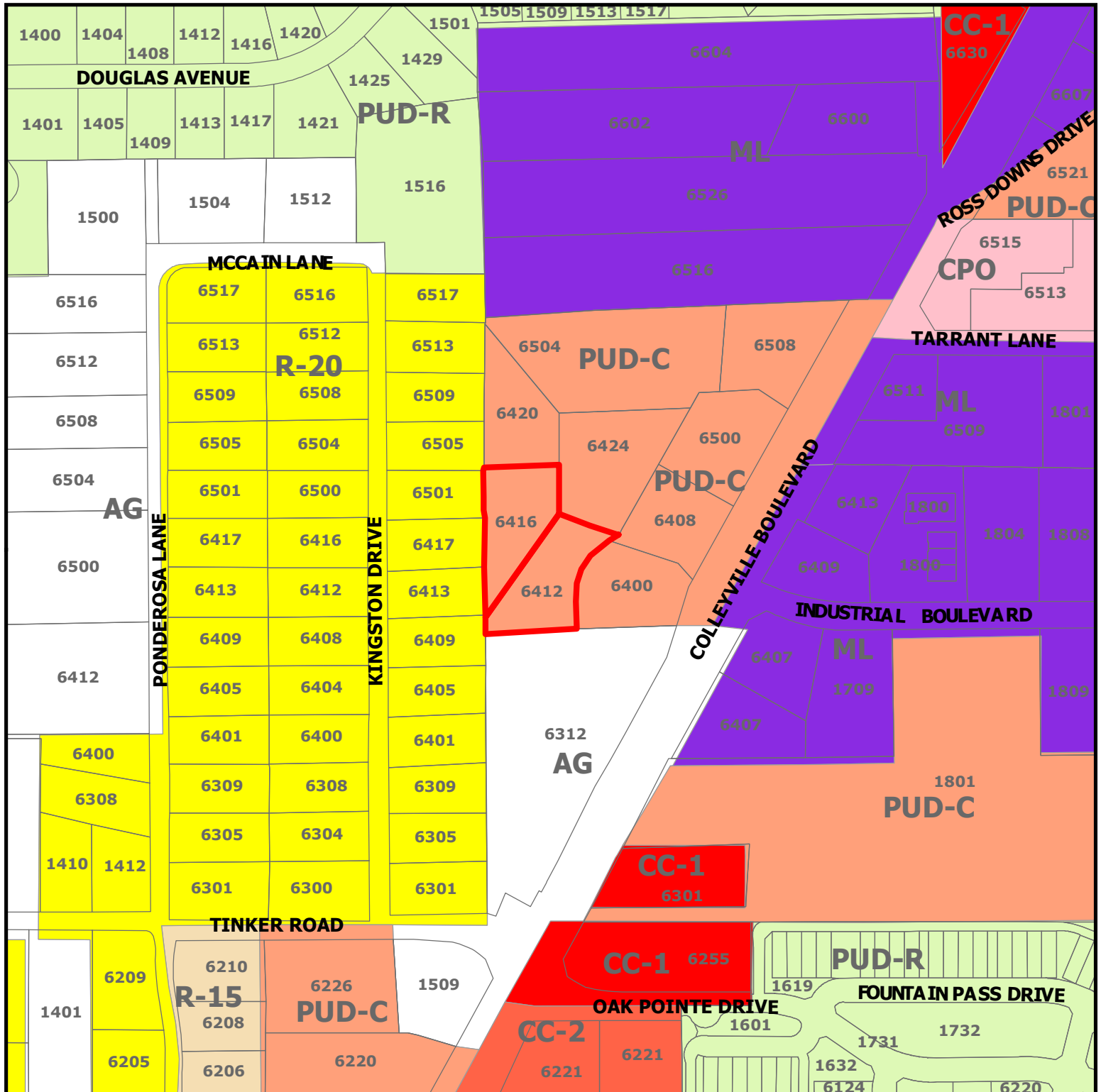


Subject Property





# Zoning Map



## ZC20-012

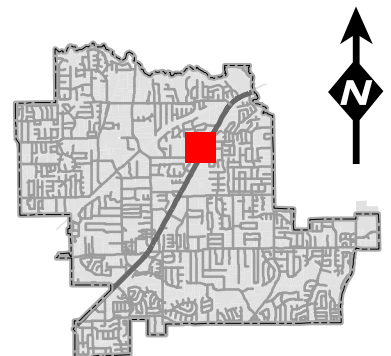
6412-6416 Colleyville Blvd

### DISCLAIMER:

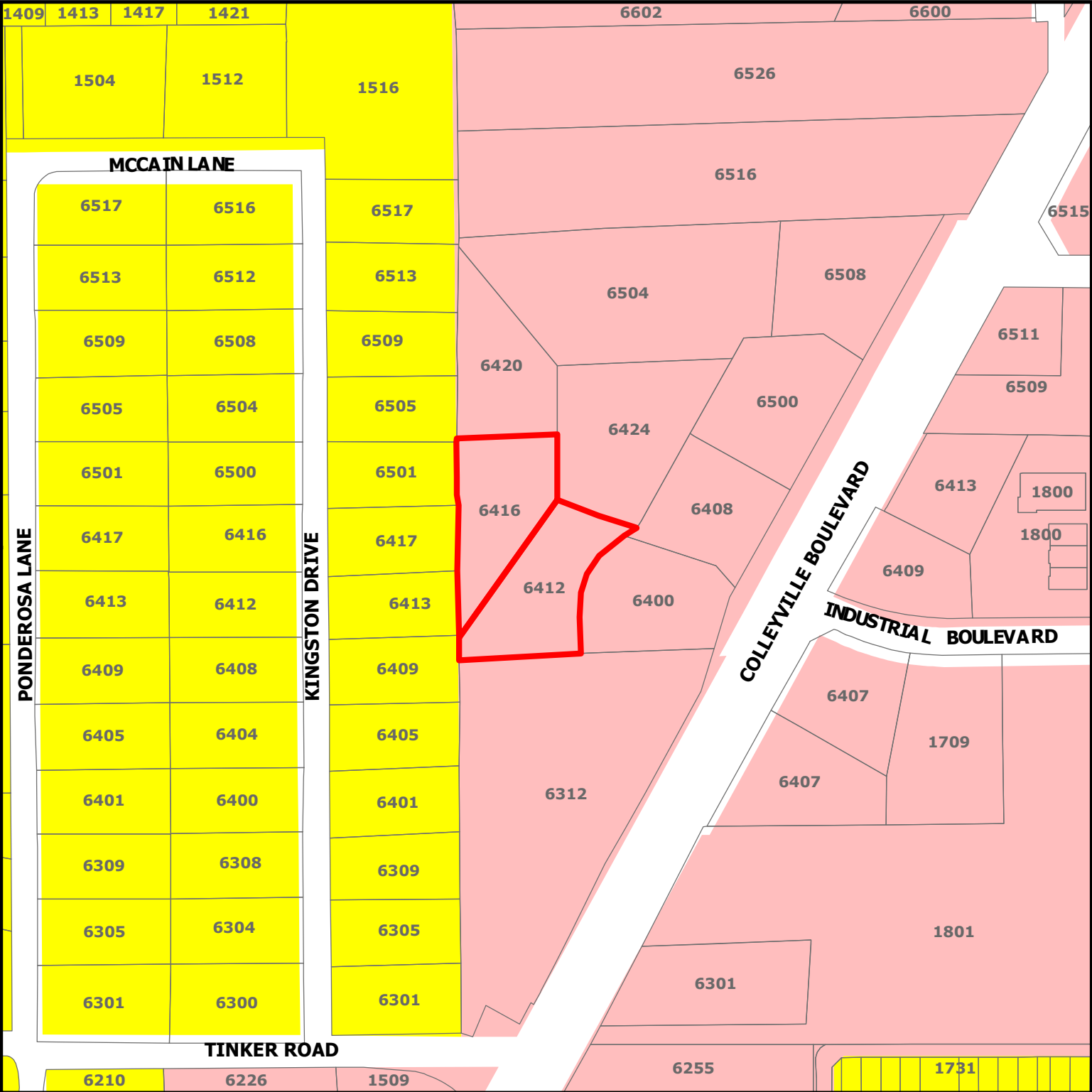
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Subject Property



# Future Land Use Map

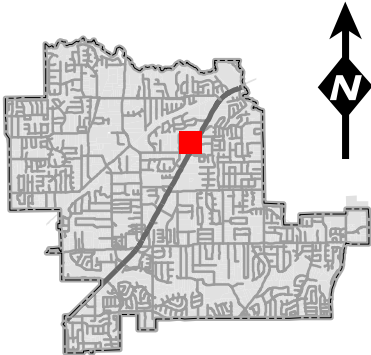


**ZC20-012**

**6412-6416 Colleyville Blvd**

**DISCLAIMER:**  
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- Subject Property
- Residential
- Colleyville Blvd Corridor



# Statement of Planning Objectives



T: 469.331.8566 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

## **State of Planning Objectives**

The purpose of the special use permit application is to request for Kiddle Academy Day Care service on Lot 9R & 10R, Block 1, WindingCreek Addition. Kiddle Academy is an educational child care provider that focuses on learning, creativity, compassion, and character. Shaping and inspiring children for the future always have been a critical part of the Kiddle Academy vision. The Kiddle Academy cares for, educates, and encourages its children to do more and be more.

The provided site plan complies with the city of Colleyville ordinance. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services. Adequate vehicular and pedestrian circulation has been providing throughout the site. Proper fire safety accommodations have been provided. Off-street parking for the Kiddle Academy has presented at one space per faculty plus one space per 5 children. Stacking will not be an issue as parents will be required to park in a parking space and enter the building to sign children in and out. The proposed landscape has been shown to meet screening requirements and enhance the overall site aesthetics.

## **Development Schedule**

The Kiddle Academy anticipates estimated to start construction on August 2020. The grand opening day projected on August 2021.



# **Bussiness Plan**

**PROPOSED KIDDIE ACADEMY® OF COLLEYVILLE**



**05/05/2020**

# **Bussiness Plan**

**Kiddie Academy of Colleyville TX**

## **OPERATIONAL INFORMATION**

|                            |                    |
|----------------------------|--------------------|
| <b>Days of Operation:</b>  | Monday thru Friday |
| <b>Hours of Operation:</b> | 6:30 AM - 6:30 PM  |
| <b>Holiday Closings:</b>   | 6 Major Holidays   |
| <b>Square Footage:</b>     | 10,000 sq/ft       |

# Bussiness Plan

## OUTDOOR PLAY AREA

- Total playground square footage: **9,252** square feet
- Play area divided into a minimum of three separate play areas for safety.
- Infant/toddler area approximately: **1,864** square feet
- Pre-school play area approximately: **3,294** square feet, and
- School age play area approximately **4,094** square feet
- Children will have outdoor play twice a day.
- Outdoor play schedules will rotate in accordance with program scheduling (see below). This proposed play schedule is provided for illustrative purposes only and is subject to change based upon age groups.

### Infant/Toddler Playground Schedule

- The largest infant/toddler group size at any given time would be **47** children allowing **80** square feet per child.

#### **Morning**

| Staff/Child Ratio | Age Group | Time Schedule    |
|-------------------|-----------|------------------|
| 1:4               | Infant    | 10:00 - 10:30 AM |
| 1:9 max           | toddler   | 10:30 - 11:00 AM |
| 1:11              | 2 years   | 11:00 - 11:30 AM |

#### **Afternoon**

| Staff/Child Ratio | Age Group | Time Schedule  |
|-------------------|-----------|----------------|
| 1:4               | Infant    | 3:00 - 3:30 PM |
| 1:9 max           | toddler   | 3:30 - 4:00 PM |
| 1:11              | 2 years   | 4:00 - 4:30 PM |

### Pre-School and School Age Playground Schedule

- The largest group size at any given time would be **48** children allowing **80** square feet per child.

#### **Morning**

| Staff/Child Ratio | Age Group | Time Schedule    |
|-------------------|-----------|------------------|
| 1:15              | 3 years   | 9:30 - 10:00 AM  |
| 1:18              | 4 years   | 10:00 - 10:30 AM |
| 1:22              | 5 years   | 10:30 - 11:00 AM |

#### **Afternoon**

| Staff/Child Ratio | Age Group | Time Schedule  |
|-------------------|-----------|----------------|
| 1:15              | 3 years   | 3:00 - 3:30 PM |
| 1:18              | 4 years   | 3:30 - 4:00 PM |
| 1:22              | 5 years   | 4:00 - 4:30 PM |

# Bussiness Plan

## TRAFFIC FLOW

CAPACITY

190

### PARENT PARKING

#### DROP OFF AM

| Time        | Children Drop Off | Cumulative Children | Number of Cars | Time          | Children Drop Off | Cumulative Children | Number of Cars |
|-------------|-------------------|---------------------|----------------|---------------|-------------------|---------------------|----------------|
| 6:30 - 6:40 | 4                 | 4                   | 3              | 8:00 - 8:10   | 17                | 99                  | 12             |
| 6:40 - 6:50 | 6                 | 10                  | 4              | 8:10 - 8:20   | 17                | 116                 | 12             |
| 6:50 - 7:00 | 6                 | 15                  | 4              | 8:20 - 8:30   | 15                | 131                 | 11             |
| 7:00 - 7:10 | 8                 | 23                  | 5              | 8:30 - 8:40   | 13                | 144                 | 9              |
| 7:10 - 7:20 | 10                | 32                  | 7              | 8:40 - 8:50   | 13                | 158                 | 9              |
| 7:20 - 7:30 | 11                | 44                  | 8              | 8:50 - 9:00   | 13                | 171                 | 9              |
| 7:30 - 7:40 | 11                | 55                  | 8              | 9:00 - 9:30   | 10                | 181                 | 7              |
| 7:40 - 7:50 | 13                | 68                  | 9              | 9:30 - 10:00  | 6                 | 186                 | 4              |
| 7:50 - 8:00 | 13                | 82                  | 9              | 10:00 - 10:30 | 4                 | 190                 | 3              |

#### PICK-UP PM

| Time        | Children Pick up | Cumulative Children | Number of Cars | Time        | Children Pick up | Cumulative Children | Number of Cars |
|-------------|------------------|---------------------|----------------|-------------|------------------|---------------------|----------------|
| 3:00 - 3:10 | 2                | 188                 | 1              | 4:40 - 5:00 | 13               | 110                 | 9              |
| 3:10 - 3:20 | 4                | 184                 | 3              | 5:00 - 5:10 | 15               | 95                  | 11             |
| 3:20 - 3:30 | 4                | 181                 | 3              | 5:10 - 5:20 | 15               | 80                  | 11             |
| 3:30 - 3:40 | 5                | 176                 | 3              | 5:20 - 5:30 | 17               | 63                  | 12             |
| 3:40 - 3:50 | 5                | 171                 | 3              | 5:30 - 5:40 | 17               | 46                  | 12             |
| 3:50 - 4:00 | 6                | 165                 | 4              | 5:40 - 5:50 | 17               | 29                  | 12             |
| 4:00 - 4:10 | 8                | 158                 | 5              | 5:50 - 6:00 | 11               | 17                  | 8              |
| 4:10 - 4:20 | 10               | 148                 | 7              | 6:00 - 6:10 | 8                | 9                   | 5              |
| 4:20 - 4:30 | 11               | 137                 | 8              | 6:10 - 6:20 | 6                | 4                   | 3              |
| 4:30 - 4:40 | 13               | 124                 | 9              | 6:20 - 6:30 | 4                | 0                   | 3              |

### PARENT AND STAFF PARKING

#### TOTAL (AM)

| Time        | # of Staff at Academy | Total Cars (Staff & Parents)* |  | Time          | # of Staff at Academy | Total Cars (Staff & Parents)* |
|-------------|-----------------------|-------------------------------|--|---------------|-----------------------|-------------------------------|
| 6:30 - 6:40 | 2                     | 5                             |  | 8:00 - 8:10   | 13                    | 23                            |
| 6:40 - 6:50 | 3                     | 7                             |  | 8:10 - 8:20   | 15                    | 25                            |
| 6:50 - 7:00 | 4                     | 8                             |  | 8:20 - 8:30   | 16                    | 25                            |
| 7:00 - 7:10 | 5                     | 10                            |  | 8:30 - 8:40   | 18                    | 25                            |
| 7:10 - 7:20 | 6                     | 12                            |  | 8:40 - 8:50   | 19                    | 26                            |
| 7:20 - 7:30 | 7                     | 14                            |  | 8:50 - 9:00   | 21                    | 27                            |
| 7:30 - 7:40 | 8                     | 15                            |  | 9:00 - 9:30   | 22                    | 26                            |
| 7:40 - 7:50 | 10                    | 18                            |  | 9:30 - 10:00  | 22                    | 24                            |
| 7:50 - 8:00 | 11                    | 19                            |  | 10:00 - 10:30 | 23                    | 23                            |

\*Considers 15% of Staff do not park a car at the Academy

| Mid-day      | Total Projected Cars* |
|--------------|-----------------------|
| 10:30 - 3:00 | 20                    |

#### TOTAL (PM)

| Time        | # of Staff at Academy | Total Cars (Staff & Parents)* |  | Time        | # of Staff at Academy | Total Cars (Staff & Parents)* |
|-------------|-----------------------|-------------------------------|--|-------------|-----------------------|-------------------------------|
| 3:00 - 3:10 | 24                    | 25                            |  | 4:40 - 5:00 | 13                    | 22                            |
| 3:10 - 3:20 | 23                    | 25                            |  | 5:00 - 5:10 | 11                    | 22                            |
| 3:20 - 3:30 | 23                    | 25                            |  | 5:10 - 5:20 | 10                    | 20                            |
| 3:30 - 3:40 | 22                    | 25                            |  | 5:20 - 5:30 | 8                     | 20                            |
| 3:40 - 3:50 | 20                    | 23                            |  | 5:30 - 5:40 | 6                     | 18                            |
| 3:50 - 4:00 | 19                    | 23                            |  | 5:40 - 5:50 | 4                     | 16                            |
| 4:00 - 4:10 | 18                    | 23                            |  | 5:50 - 6:00 | 3                     | 11                            |
| 4:10 - 4:20 | 17                    | 24                            |  | 6:00 - 6:10 | 2                     | 7                             |
| 4:20 - 4:30 | 16                    | 24                            |  | 6:10 - 6:20 | 2                     | 5                             |
| 4:30 - 4:40 | 15                    | 24                            |  | 6:20 - 6:30 | 2                     | 5                             |

\*Considers 15% of Staff do not park a car at the Academy

# **Bussiness Plan**

## **TRAFFIC FLOW RESULTS**

### **Drop off / Pick up Schedules of Children**

- Approximately **115** parent cars are projected during peak drop off (7:00 – 9:00 AM) in intervals of 10 minutes.
- Approximately **104** parent cars are projected during peak pick up (4:00 – 6:00 PM) in intervals of 10 minutes.
- Approximately 1/3 of children enrolled in program are 2 sibling households.

### **Staff Parking**

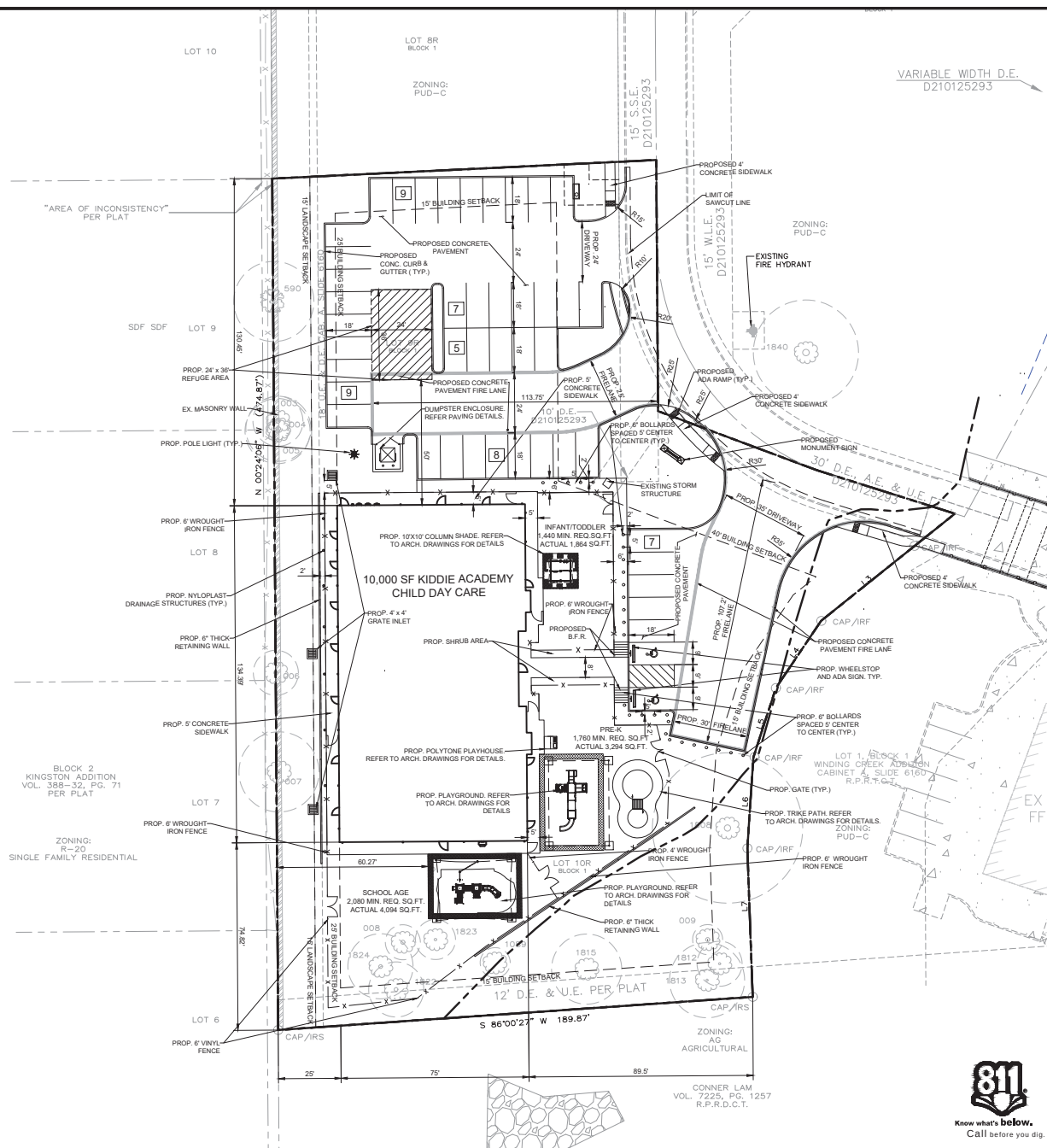
- A maximum of **17** teachers and two (2) administrators (part time food service personnel and director) are planned to maintain staff/child ratios and management of the academy throughout the day. This equates to a total of **19** staff members.
- Approximately 15% of staff is dropped off at the academy or has another means of transportation to the academy.

### **Total Projected Parking**

- The projected total number of parent and staff cars for any period of time is **27**



## Site Plan



| SITE DATA SUMMARY CHART |                            |
|-------------------------|----------------------------|
| EXISTING ZONING         | PUD-C                      |
| PROPOSED USE            | DAYCARE                    |
| GROSS ACREAGE           | 1.473 ACRES OR 64,164 S.F. |
| BUILDING SQUARE FOOTAGE | 10,000                     |
| LOT COVERAGE            | 16.27%                     |
| FAR                     | 0.16                       |
| MAXIMUM HEIGHT          | 26' - 1 STORY              |
| PARKING RATIO PER USE   | 190 CHILDREN               |
| PARKING REQUIRED        | 38                         |
| PARKING PROVIDED        | 45                         |
| BUILDING SETBACKS       | 40' FRONT & 25' REAR       |
| LANDSCAPE SETBACK       | 15' REAR                   |
| IMPERVIOUS AREA         | 34.693 SF / 54%            |
| PERVIOUS LANDSCAPE      | 29,471 SF / 46%            |

| PROJECT CONTACT LIST                                                                                                          |                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>OWNER</b><br>WINDING CREEK VILLAGE LLC<br>1801 PRECINCT LINE RD. STE A<br>HURST, TX. 76054<br>KEVIN AFKAMI<br>469-363-3222 | <b>DEVELOPER</b><br>BUTTRY & BROWN DEVELOPMENT, L<br>5040 TENNYSON PARKWAY<br>PLANO, TX. 75024<br>STEPHEN BROWN<br>214-277-4830 |
| <b>ENGINEER</b><br>TRIANGLE ENGINEERING LLC<br>1784 MODERNOTT DR. STE. 110<br>ALLEN, TX. 75013<br>ANDREW YECH<br>469-213-2804 |                                                                                                                                 |

### SITE LEGEND

|                     |                                                                                      |
|---------------------|--------------------------------------------------------------------------------------|
| CONCRETE CURB       |   |
| SAW-CUT LINE        |   |
| FENCE               |   |
| FIRE LANE           |   |
| STRIPING            |   |
| PARKING SPACES      |   |
| MONUMENT/PYLON SIGN |   |
| WHEEL STOPS         |   |
| HANDICAP LOGO       |   |
| HANDICAP SIGN       |   |
| RAMP                |   |
| BOLLARD             |   |
| TRAFFIC ARROW       |   |
| FIRE HYDRANT        |   |
| DUMPSTER            |   |
| LIGHT POLE          |  |

A map showing the location of the site in the Richmond Hill area. The map includes Highway 7, Highway 101, and Highway 104. The site is located near the intersection of Highway 7 and Highway 101, south of the Richmond Hill Municipal Office. The map also shows the location of the Richmond Hill Municipal Office, the Richmond Hill Police Station, and the Richmond Hill Fire Station. The site is located on the east side of Highway 7, south of Highway 101.

VICINITY MAP

## SITE GENERAL NOTES

**SITE GENERAL NOTES**  
1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.

2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF ANY UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.

4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.

5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE

7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

| NO. | DATE       | DESCRIPTION        |
|-----|------------|--------------------|
| 1   | 04/15/2020 | 1st CITY SUBMITTAL |
| 2   | 06/15/2020 | 2nd CITY SUBMITTAL |
| .   | .          | .                  |
| .   | .          | .                  |
| .   | .          | .                  |
| .   | .          | .                  |
| .   | .          | .                  |



## SITE PLAN

## KIDDIE ACADEMY

6412 COLLEYVILLE BOULEVARD ( S.H.26)

CITY OF COLLEYVILLE

TARRANT COUNTY, TEXAS

LOT 9R & 10 R, BLOCK 1, WINDING CREEK ADDITION



T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com

W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75015

Planning | Civil Engineering | Construction Management

|      |      |      |       |             |           |
|------|------|------|-------|-------------|-----------|
| P.E. | DES. | DATE | SCALE | PROJECT NO. | SHEET NO. |
|------|------|------|-------|-------------|-----------|

|    |    |          |                  |       |    |
|----|----|----------|------------------|-------|----|
| AY | GH | 04/15/20 | SEE<br>SCALE BAR | 28-20 | C1 |
|----|----|----------|------------------|-------|----|

TX, P.E. FIRM #11529

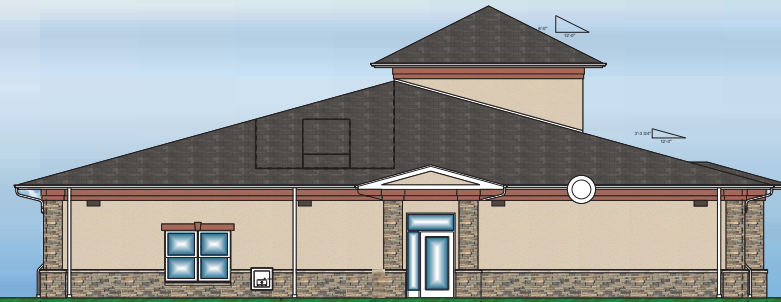
C1

# Building Elevations



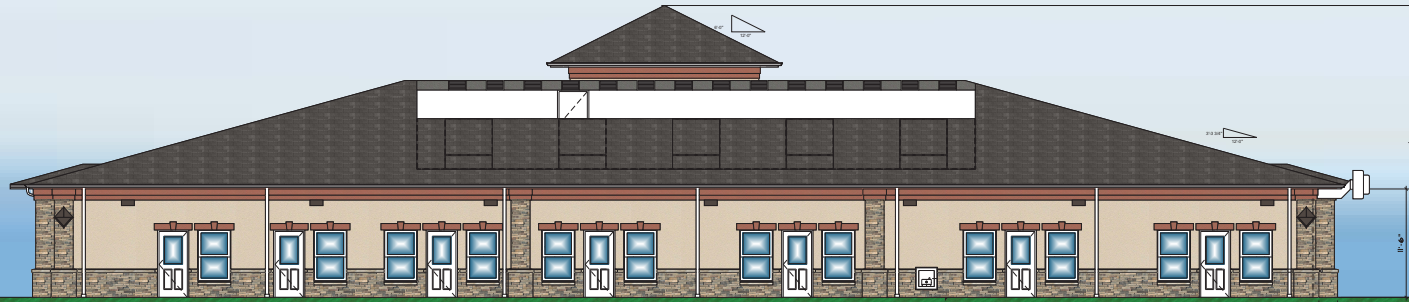
L1 RIGHT ELEVATION

A101 SCALE 3/16" = 1'-0"



L9 LEFT ELEVATION

A101 SCALE 3/16" = 1'-0"



G1 REAR ELEVATION (NOT SEEN FROM ROAD)

A101 SCALE 3/16" = 1'-0"



C1 FRONT ELEVATION

A101 SCALE 3/16" = 1'-0"

DARK BRONZE  
FINISH WALL  
PACKS

PRE-CAST  
STONE SILL

STUCCO #1 - DRYVIT  
#113 AMARILLO WHITE,  
SANDPEBBLE FINE  
FINISH

STUCCO #2 - DRYVIT  
#365A IRISH COFFEE,  
SANDPEBBLE FINE  
FINISH

ASPHALT SHINGLE  
ROOFING GAF -  
WEATHERED WOOD

GUTTERS &  
DOWNSPOUTS  
WHITE

STONE WAINSCOTING  
BORAL STONE -  
DRYSTACK -  
CHARDONNAY

DOORS & WINDOWS  
- WHITE

A1 LEGEND

A101 SCALE NTS



DEVELOPER

BUTTRY & BROWN

DEVELOPMENT, LLC

5801 TENNYSON PARKWAY

SUITE 150

PLANO, TX 75024

714.236.4889

FRANCHISEE

MEP ENGINEER

STRUCTURAL ENGINEER

ELECTRICAL SYMBOLS INCLUDING

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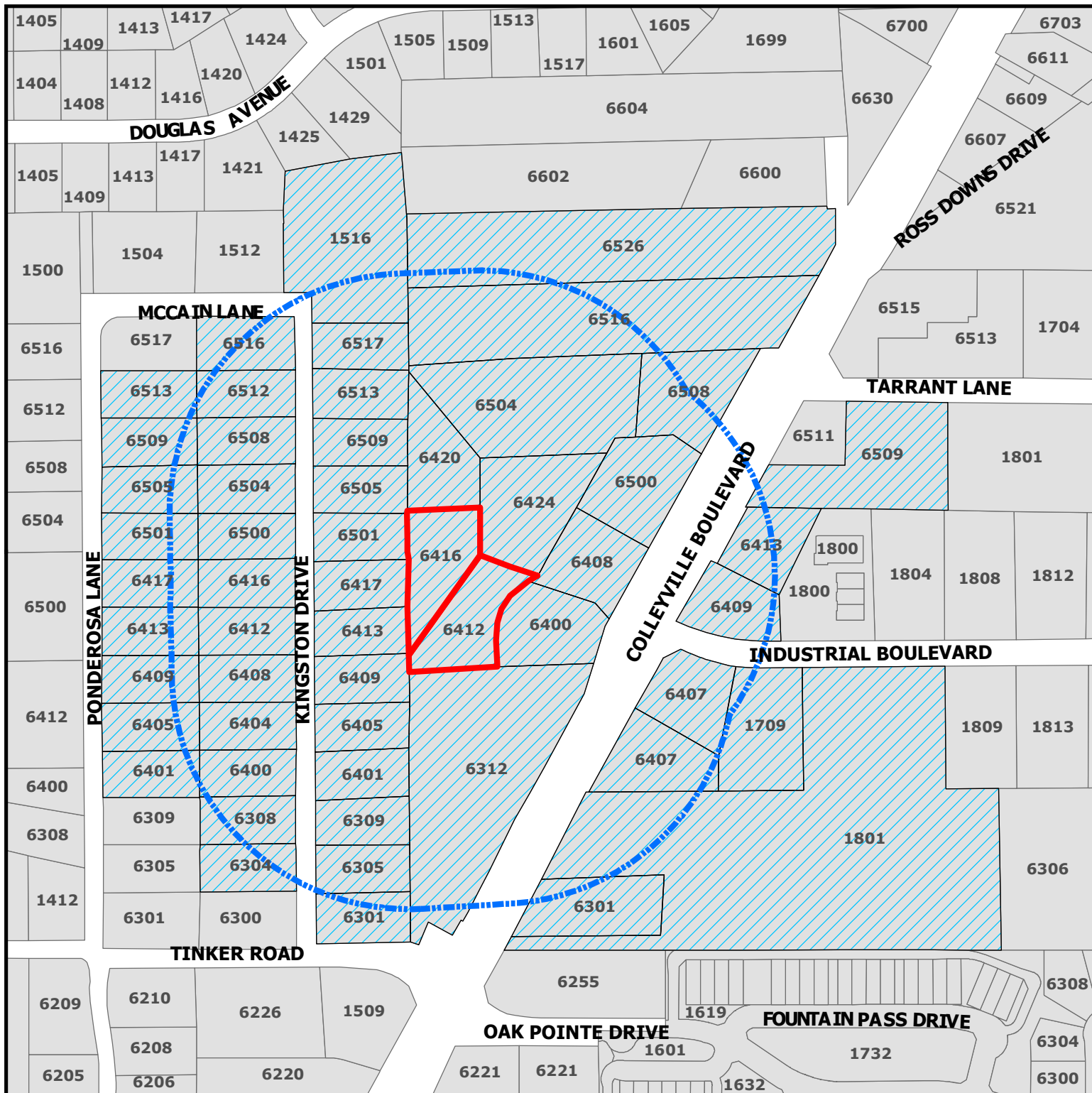
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# Notification Map



## ZC20-012

### 6412-6416 Colleyville Blvd

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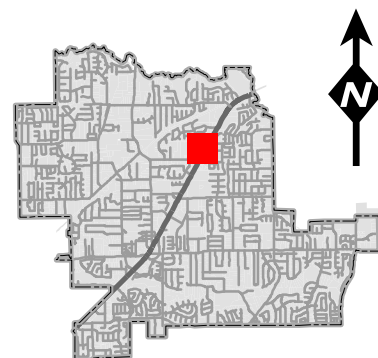
Subject Property



500ft Buffer



Properties within 500ft



## Notification List

| Owner Name                    | Owner Address                        | Owner City               | Owner Zip | Situs Address         |
|-------------------------------|--------------------------------------|--------------------------|-----------|-----------------------|
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6500 COLLEYVILLE BLVD |
| 3 J GREEN LIMITED PARTNERSHIP | 6620 COLLEYVILLE BLVD STE 100        | COLLEYVILLE, TX          | 76034     | 6508 COLLEYVILLE BLVD |
| 3 J GREEN LIMITED PARTNERSHIP | 6620 COLLEYVILLE BLVD STE 100        | COLLEYVILLE, TX          | 76034     | 6630 COLLEYVILLE BLVD |
| 6515 COLLEYVILLE LLC          | 6508 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6513 TARRANT LN       |
| 6515 COLLEYVILLE LLC          | 6508 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6515 TARRANT LN       |
| 7 MOON INVESTMENT INC         | 7009 COLE CT                         | COLLEYVILLE, TX          | 76034     | 6312 COLLEYVILLE BLVD |
| ADDITIONAL SELF STORAGE LP    | 2964 LBJ FRWY STE 400                | DALLAS, TX               | 75234     | 1801 INDUSTRIAL BLVD  |
| AMERICA'S STORAGE             | 4311 OAK LAWN AVE STE 360            | DALLAS, TX               | 75219     | 6511 COLLEYVILLE BLVD |
| AMERICA'S STORAGE             | 4311 OAK LAWN AVE STE 360            | DALLAS, TX               | 75219     | 1801 TARRANT LN       |
| AMERICA'S STORAGE             | 4311 OAK LAWN AVE STE 360            | DALLAS, TX               | 75219     | 6509 COLLEYVILLE BLVD |
| ARROYO NORTE LTD              | 6516 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6600 COLLEYVILLE BLVD |
| BAILEY, ARVEL W               | PO BOX 747                           | COLLEYVILLE, TX          | 76034     | 1504 MCCAIN LN        |
| BIERIG, KELLY D               | 1425 DOUGLAS AVE                     | COLLEYVILLE, TX          | 76034     | 1425 DOUGLAS AVE      |
| BITTICK, EDWARD D             | 6405 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6405 KINGSTON DR      |
| BOULEVARD ANIMAL HOSPITAL PC  | 6413 COLLYVILLE BLVD                 | COLLEYVILLE, TX          | 76034     | 6413 COLLEYVILLE BLVD |
| BOWDEN, GERALD W              | 850 AVENIDA SERENA                   | MARBLE FALLS, TX         | 78654     | 6516 COLLEYVILLE BLVD |
| BOYLES, MARTIN                | 6505 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6505 PONDEROSA LN     |
| BRASHEAR, H C                 | 5616 BELFAST LN                      | NORTH RICHLAND HILLS, TX | 76180     | 6400 KINGSTON DR      |
| CANNADAY, MARY                | 6413 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6413 KINGSTON DR      |
| CAVINS, ANDREW                | 6513 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6513 PONDEROSA LN     |
| COMBINED ENTERPRISES INC      | 1802 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1800 INDUSTRIAL BLVD  |
| COMBINED ENTERPRISES INC      | 1802 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1800 INDUSTRIAL BLVD  |
| COMBINED ENTERPRISES INC      | 1802 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1800 INDUSTRIAL BLVD  |
| COMBINED ENTERPRISES INC      | 1802 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1800 INDUSTRIAL BLVD  |
| COMBINED ENTERPRISES INC      | 1802 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1800 INDUSTRIAL BLVD  |
| CROCKER, RHONDA               | 6500 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6500 KINGSTON DR      |
| DACY, TIMOTHY LANCE           | 5705 MORLAIX CT                      | COLLEYVILLE, TX          | 76034     | 6516 KINGSTON DR      |
| DIMITROV, LACHEZAR P          | 6509 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6509 KINGSTON DR      |
| DOUGLAS, SCOTT E              | 6308 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6308 KINGSTON DR      |
| FENNEMA, SEAN                 | 6513 KINGSTON DR                     | COLLEYVILLE, TX          | 76034     | 6513 KINGSTON DR      |
| FISH, ROBERT                  | 6401 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6401 KINGSTON DR      |
| FLIPPIN, LINDA M              | 6405 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6405 PONDEROSA LN     |
| FRANKLIN, THOMAS C            | 6413 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6413 PONDEROSA LN     |
| FUQUA, WILLIAM L              | 6517 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6517 PONDEROSA LN     |
| GABLE, STEPHAN D              | 6412 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6412 KINGSTON DR      |
| GARRETT, KENNETH              | 6517 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6517 KINGSTON DR      |
| GLASS, THOMAS                 | 6304 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6304 KINGSTON DR      |
| HANZELKA, JOSEPH R            | 6508 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6508 KINGSTON DR      |
| HARRISON, MARK                | 1421 DOUGLAS AVE                     | COLLEYVILLE, TX          | 76034     | 1421 DOUGLAS AVE      |
| HILDRETH, BRADLEY E           | 6409 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6409 KINGSTON DR      |
| INGRAM, BEVERLY               | 212 STRATFORD CT                     | HURST, TX                | 76054     | 6409 COLLEYVILLE BLVD |
| J&C SERVICE GROUP LLC         | 6521 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6521 COLLEYVILLE BLVD |
| JACKSON, SHANE                | 1512 MCCAIN LN                       | COLLEYVILLE, TX          | 76034     | 1512 MCCAIN LN        |
| JACKSON, STEVEN P             | 1501 DOUGLAS AVE                     | COLLEYVILLE, TX          | 76034     | 1501 DOUGLAS AVE      |
| JAMZ AVB HOLDINGS LLC         | 7135 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6504 COLLEYVILLE BLVD |
| JOHNSON, WHITNEY              | 6401 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6401 PONDEROSA LN     |
| LACZNY, WILLIAM G             | 6408 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6408 KINGSTON DR      |
| LORD, M'LINDA                 | 6301 KINGSTON DR                     | COLLEYVILLE, TX          | 76034     | 6301 KINGSTON DR      |
| MALONE, DERRICK L             | 6115 GARCIA LN                       | FORT WORTH, TX           | 76140     | 6301 COLLEYVILLE BLVD |
| MARS, MARK                    | 1429 DOUGLAS AVE                     | COLLEYVILLE, TX          | 76034     | 1429 DOUGLAS AVE      |
| MCCAIN, NORMA                 | PO BOX 92185                         | SOUTHLAKE, TX            | 76092     | 1516 MCCAIN LN        |
| MOELLER, KARLA S              | 6501 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6501 PONDEROSA LN     |
| PHETTEPLACE, NATHAN           | 6404 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6404 KINGSTON DR      |
| PULLEN, TIMOTHY B             | 6501 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6501 KINGSTON DR      |
| REYNOLDS, DOUGLAS             | 6417 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6417 KINGSTON DR      |
| REYNOLDS, LESLIE              | 6604 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6604 COLLEYVILLE BLVD |
| RICHARDSON, BOBANNE           | 6409 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6409 PONDEROSA LN     |
| RICHFIELD PROPERTIES INC      | 2140 E SOUTHLAKE BLVD SUITE L-       | SOUTHLAKE, TX            | 76092     | 6407 COLLEYVILLE BLVD |
| RYAN, GERALD CASEY            | 6509 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6509 PONDEROSA LN     |
| SANDERS, BAILEY               | 6305 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6305 KINGSTON DR      |
| SELECT ROOFING LLC            | 6605 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6605 COLLEYVILLE BLVD |
| SHEARS, THOMAS T TR EST       | PO BOX 33349                         | FORT WORTH, TX           | 76162     | 6504 KINGSTON DR      |
| SIMS, REX A                   | 6505 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6505 KINGSTON DR      |
| SMITH, CHARLES L              | 6417 PONDEROSA LN                    | COLLEYVILLE, TX          | 76034     | 6417 PONDEROSA LN     |
| SNEED, FRANK                  | 6309 KINGSTON                        | COLLEYVILLE, TX          | 76034     | 6309 KINGSTON DR      |
| SPARKS SOUTHWEST INC          | 1804 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1804 INDUSTRIAL BLVD  |
| THOMAS, MATHEW                | 6416 KINGSTON ST                     | COLLEYVILLE, TX          | 76034     | 6416 KINGSTON DR      |
| TIERNEY, THOMAS A             | 1709 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 1709 INDUSTRIAL BLVD  |
| TIERNEY, TOM                  | 1709 INDUSTRIAL BLVD                 | COLLEYVILLE, TX          | 76034     | 6400 COLLEYVILLE BLVD |
| TONDRE, ZACHARY               | 6512 KINGSTON DR                     | COLLEYVILLE, TX          | 76034     | 6512 KINGSTON DR      |
| TRES ROSAS LTD                | 6516 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6526 COLLEYVILLE BLVD |
| TRES ROSAS LTD                | 6516 COLLEYVILLE BLVD                | COLLEYVILLE, TX          | 76034     | 6602 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6420 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6416 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6424 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6412 COLLEYVILLE BLVD |
| WINDING CREEK VILLAGE LLC     | 1801 PRECINCT LINE RD STE A          | HURST, TX                | 76054     | 6408 COLLEYVILLE BLVD |
| YARD ART P&F LTD              | 1223 CRESTSIDE DR STE 100            | COPPELL, TX              | 75019     | 6407 COLLEYVILLE BLVD |
| MONTEERRA ADDITION            | 6811 MILTON DR                       | COLLEYVILLE, TX          | 76034     | COURTESY NOTICE       |
| ROSS DOWNS ESTATES            | 4113 GATEWAY DRIVE #100              | COLLEYVILLE, TX          | 76034     | COURTESY NOTICE       |
| VILLAS AT OAK POINTE, THE     | 2555 SW GRAPEVINE PARKWAY, SUITE 300 | GRAPEVINE, TX            | 76051     | COURTESY NOTICE       |
| GRAPEVINE COLLEYVILLE ISD     | 3051 IRA E WOODS AVE                 | GRAPEVINE, TX            | 76051     | STATE REQUIRED        |
| BROWN, STEPHEN                | 5801 TENNYSON PARKWAY, SUITE 150     | PLANO, TX                | 75024     | APPLICANT             |

Public hearing notices were mailed out on June 26, 2020



## 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, July 13, 2020 at 7:00 p.m.**  
**City Council Meetings: Tuesday, August 4, 2020 & Tuesday, August 18, 2020 at 7:30 p.m.**  
**3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

**Request:** Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for hours of operation. The purpose is to allow for the child daycare facility, Kiddie Academy Day Care to operate between the hours of 6:30 a.m. to 6:30 p.m. in lieu of the 7:00 a.m. to 8:00 p.m. hours of operation as required by the PUD-C Ordinance.

**Zoning Case:** ZC20-012

**Applicant:** Stephen Brown

**Owner:** Kevin Afkami

**Location:** 6412 and 6416 Colleyville Blvd

**Property Description:** Lot 9R and 10R, Block 1, of the Winding Creek Addition

**Present Zoning:** PUD-R Planned Unit Development-Residential

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.

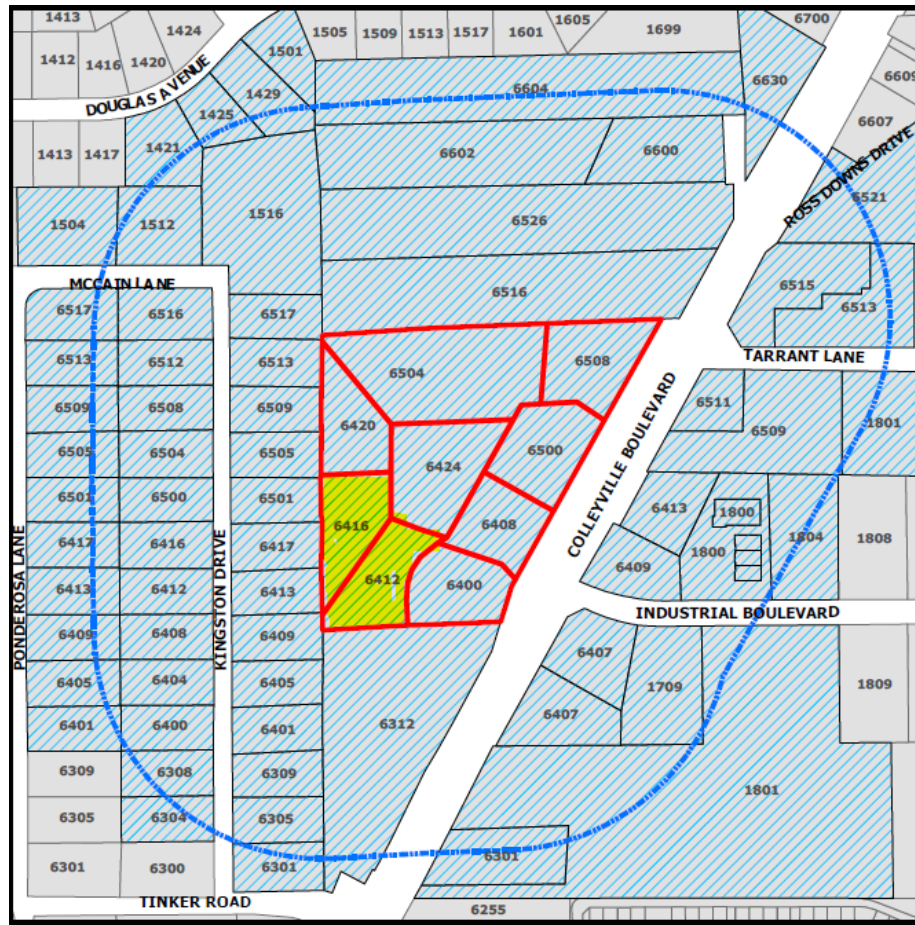
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

**Community Development Department  
City of Colleyville  
100 Main Street  
Colleyville, TX 76034**



# NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land included in the proposed change or land within a 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super-majority vote by City Council.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 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 Reyst

Jacquelyn Reyff  
Principal Planner  
[jreyff@colleyville.com](mailto:jreyff@colleyville.com)

# Letter of Opposition

**From:** [Susan Reynolds](#)  
**To:** [Jackie Reyff](#)  
**Subject:** 6412 & 6416 Colleyville Blvd  
**Date:** Wednesday, July 1, 2020 1:35:04 PM

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Writing to state we oppose the request for Kiddie Academy to be on this property listed above.

The applicant has not improved the layout of this daycare to not infringe on neighboring residents. We being one of them.

Sincerely,

Doug & Susan Reynolds

6417 Kingston

Colleyville

Sent from my iPhone

# Letter of Opposition

**Araceli Botello**

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**Subject:** FW: Drainage problem concerning 6412 and 6416 Colleyville Blvd.

**From:** Tim Pullen

**Sent:** Tuesday, July 7, 2020 1:16 PM

**To:** Ben Bryner

**Subject:** Drainage problem concerning 6412 and 6416 Colleyville Blvd.

In the past, we have never had a drainage issue behind our house. Ever since they regraded the lot and put up a fence, we have a standing water problem after it rains. This year we have had heavy rain which has resulted in approximately 6 inches of water around our outbuilding. Sometimes it lasts for over a day. The water has caused the entrance and patio stones to shift. It's only a matter of time before the inside and structure has damage.

I met with Randy Bright who is the Environmental Compliance Officer a few weeks ago after a heavy rain. He looked at our problem and would see what he could do. A few hours later he called and said that he dug a small trench into the field to help the drainage. Randy showed true public service.

Our real concern is if the day care is built, we will have this issue start over again.  
Thank you for your time.

Tim and Gayline Pullen  
6501 Kingston Dr.

Sent from [Mail](#) for Windows 10

## **ORDINANCE O-20-2128**

**AN ORDINANCE CHANGING PLANNED UNIT DEVELOPMENT ORDINANCE O-09-1736, BY AUTHORIZING AN AMENDMENT TO ALLOW FOR A CHILD DAYCARE FACILITY TO OPERATE BETWEEN THE HOURS OF 6:30 A.M. TO 6:30 P.M. IN LIEU OF THE 7:00 A.M. TO 8:00 P.M. HOURS OF OPERATION; 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 to amend the hours of operation for a childcare facility from 6:30 a.m. to 6:30 p.m. Monday- Friday, Case No. ZC20-012; 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 amend the City's zoning ordinance; and

**WHEREAS,** the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

- Sec. 1.        THAT Ordinance O-09-1736 of the City of Colleyville, Texas, be, and the same is hereby amended by allowing for a child day care facility to operate between the hours of 6:30 a.m. to 6:30 p.m. Monday- Friday on 1.41 acres, being Lots 9R & 10R Block 1, of the Winding Creek located at 6412 and 6416 Colleyville Boulevard as shown in Exhibit "A".

Sec. 2. THAT the Ordinance O-09-1736 shall be subject to the following condition:

**1. GENERAL**

a. 10. Other

b. For any building not fronting on State Highway 26, the hours of operation shall not exceed 7:00 a.m. to 8:00 p.m. and specifically for a child daycare facility on lots 9R and 10R the hours of operation shall not exceed 6:30 a.m. to 6:30 p.m. Monday – Friday.

Sec. 3. 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. 4. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 5. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 6. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 4<sup>th</sup> day of August 2020.

The second reading and public hearing being conducted on the 1<sup>st</sup> day of September 2020.



PASSED AND APPROVED BY A VOTE OF \_ AYES, \_ NAYS, ON THIS THE 1<sup>ST</sup>  
DAY OF SEPTEMBER 2020.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| 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 Wyatt  
City Attorney

# **Exhibit "A" – Ordinance Exhibit**

## **1. GENERAL**

- a. The purpose of this PUDC is for office and retail uses.
- b. This property is subject to all the regulations contained the Colleyville Land Development Code, except where amended by this Ordinance.

## **2. SITE PLAN AND PLATTING**

- a. The development of this property shall be generally consistent with the site plan attached as Exhibit "B".
- b. Prior to the issuance of any building permit, a replat of the subject properties must be submitted and approved. No building permit may be issued until said plat is filed with the County Clerk.

## **3. PERMITTED AND PROHIBITED USES**

- a. The following land uses shall be permitted within the Planned Unit Development:
  - 1. All office used allowed in the Land Development Code.
  - 2. For all buildings with frontage along State Highway 26, all uses allowed in the CC-2 Shopping Center district shall be permitted.

## **4. BUILDINGS AND SITE PLAN APPROVAL**

- a. The total square footage of all office buildings constructed within this development be allowed as follows:
  - 1. General Office: Maximum Square Footage: 34,515
  - 2. Medical Office: Maximum Square Footage: 13,565
- b. All office buildings shall contain no more than one-story unless mixed with retail uses.
- c. All buildings constructed as part of this development that do not have frontage along State Highway 26 shall be generally consistent with the building elevation designs, attached as Exhibit "C".

d. All buildings constructed as part of this development shall meet the minimum design score of 30 as described in Chapter 6-Building Design in the Land Development Code.

## **5. PARKING**

a. All off-street parking required as part of this development shall meet the requirements of the Land Development Code.

## **6. LIGHTING**

a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.

## **7. LANDSCAPING, BUFFERING AND OPEN SPACE**

a. The development shall provide a minimum of 30 percent open space.

b. A 15 foot landscape buffer shall be maintained along the western boundary of the development where it is adjacent to residential properties. Additionally, the landscape buffer shall contain 43 wax myrtles planted on 15 foot centers. The required buffer shall be installed prior to the issuance of the certificate of occupancy for any new structures.

c. A 25 foot building setback shall be maintained along the entire western property line where it is adjacent to residential properties.

## **8. SIDEWALKS**

a. A minimum eight (8) foot masonry screening fence shall be constructed along the entire western property line adjacent to residential properties prior to issuance of the certificate of occupancy for any new structures.

b. A minimum four (4) foot sidewalk shall be constructed along all fire lanes and in front of each building when any new structures are built.

## **9. FENCES AND SCREENING**

a. A minimum eight (8) foot masonry screening fence shall be constructed along the entire western property line adjacent to

residential properties prior to the issuance of the certificate of occupancy for any new structures.

## **10. OTHER**

a. A minimum of 221 caliper inches of new trees shall be planted on the subject property per requirements of Chapter 5-Tree Preservation in the Land Development Code prior to the issuance of the certificate of occupancy for the fifth structure built on the subject properties.

b. For any building not fronting on State Highway 26, the hours of operation shall not exceed 7:00 a.m. to 8:00 p.m. and specifically for a child daycare facility on lots 9R and 10R the hours of operation shall not exceed 6:30 a.m. to 6:30 p.m. Monday-Friday.

**RESOLUTION R-20-4536**

**A RESOLUTION APPROVING CITY COUNCIL ACTION  
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF  
SEPTEMBER 15, 2020**

**WHEREAS,** City Council has taken action on certain items on the agenda under Business.

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

Sec. 1. THAT

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_ AYES, \_ NAYS ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2020.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| 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