



City of Colleyville City Council Agenda

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

Tuesday, March 21, 2023

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

CALL TO ORDER

- WS-1** Discussion of Cyber Security and Disaster Recovery Programs
- WS-2** Review of the FY24 Budget Calendar
- WS-3** Discussion of Sidewalk Connectivity Program
- WS-4** Discussion of the March 21, 2023, City Council regular agenda items

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

- Discuss procedure for awarding Neighborhood Beautification Program grants

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information 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
7:00 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Drew Sherman, Compass Christian
PLEDGE OF ALLEGIANCE: Councilmember George Dodson

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4825

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Presentation of a donation to the Colleyville Public Library for the 2023 Summer Reading Program from the Robert J. & Helen H. Glaser Family Foundation in the amount of \$10,000 - Mayor Lindamood, Library Director Mary Rodne, and Colleyville Public Library Foundation President Denise Light

Presentation in recognition of the Robert J. & Helen H. Glaser Family Foundation for 20 years of generous support of the Summer Reading Program – Mayor Lindamood and Library Director Mary Rodne

Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting - Mayor Lindamood, Finance Director Kyle Lester, and Account Manager Karen Hines

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4826

- 4a** Approval of the minutes of the regular City Council meeting of March 7, 2023
- 4b** Approval of the Colleyville Public Library Long-Range Plan 2023-2028
- 4c** Approval of a purchase with Bibliotheca, LLC, for upgraded equipment and software for the Colleyville Public Library's Automated Materials Handling (AMH) systems, in an amount not to exceed \$117,630.96, and authorizing the City Manager to execute the agreement
- 4d** Approval to order a 2024 Spartan Ladder Truck, with expected delivery in 2025, authorizing the City to enter into a Public Property Finance Act Lease Purchase Agreement, with a closing date of March 24, 2023, with First Security Finance, Inc., in an amount not to exceed \$2,025,328, to be paid in nine substantially level annual payments of \$297,184.53, beginning April 2025, and authorizing the City Manager to execute all transaction documents

- 4e** Approval of a First Amendment to Ground and Tower Lease between the City of Colleyville and Sprint Spectrum L.P. for the telecommunications tower located at 5201 Bransford Road, and authorizing the City Manager to execute the agreement
- 4f** Approval of a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$74,996.00, for the design of The Reserve Lift Station Improvements Project, and authorizing the City Manager to execute the agreement
- 4g** Appointing members to the Colleyville Center Advisory Committee and Parks and Recreation Advisory Board

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - February 2023

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

6a Ordinance O-23-2234

Consideration of a Special Use Permit for alcoholic beverage sales for on-premise consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road, Suite 170, Case ZC23-001

6b Ordinance O-23-2235

Consideration of a Special Use Permit for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, Case ZC23-002

6c Ordinance O-23-2236

Consideration of amendments to Chapter 7 of the Land Development Code clarifying the size and duration of political signs as well as the use of canopies, tents, or flags, specifically amending Section 7-190.H Temporary Business Signs - Political Signs, Case GC23-001

6d Ordinance O-23-2237

Consideration of amendments to Chapter 9 and Chapter 14 of the Land Development Code clarifying that driveway access to adjacent street right-of-way and street stub-outs is not allowed from lots in an adjacent subdivision, specifically amending Section 9.17 Street Design Criteria and Section 14-135 Driveway Spacing and Design Standards, Case GC23-002

6e Ordinance O-23-2238

Consideration of amendments to Chapter 9 of the Land Development Code removing the requirement for automatic fire-sprinkler systems in certain circumstances, specifically amending Section 9.17 Street Design Criteria, Case GC23-003

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-23-4827**

Approval of a request for a variance to the provisions of Section 14-135, Driveway Spacing and Design Standards of the Land Development Code, for Tract 4, Abstract 1518, David R. Teeter survey, located at 3900 Jackson Road

7b Resolution R-23-4828

Approval of a resolution accepting the annual audit for the Fiscal Year ended September 30, 2022

8. CITIZEN COMMENTS**9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 21, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4829****10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, March 17, 2023* 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
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Agenda Number WS-1

Agenda Date 3/21/2023

Type Worksession

Department Information Services

Title

Discussion of Cyber Security and Disaster Recovery Programs

Explanation

This item will provide a high level overview of the City's current cybersecurity and disaster recovery programs. It will also discuss future steps and a funding opportunity.

Attachments

1. Cyber Security and Disaster Recovery Programs Presentation

Discussion of Colleyville Cybersecurity and Disaster Recovery Programs

Patrick Stotts, Information Services Manager

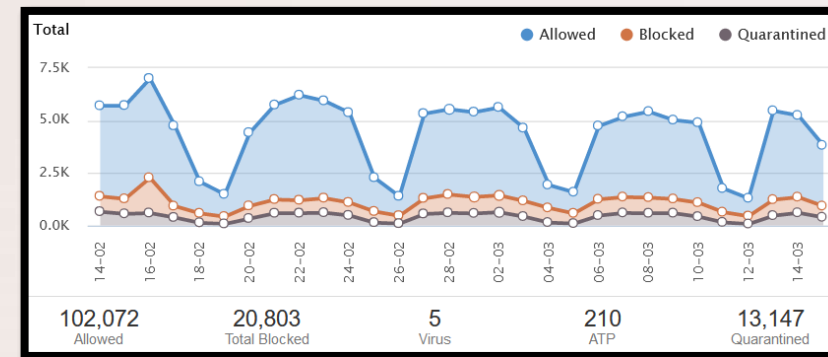
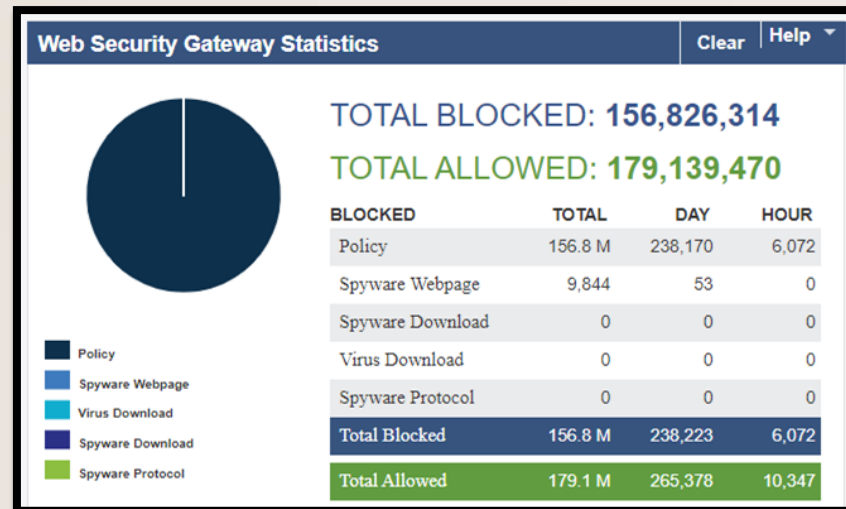
City Council Worksession
March 21, 2023

Topics for Discussion

- What is the City of Colleyville currently doing to make sure all information systems are protected from cybersecurity events?
- In general, what is our disaster recovery timeline and process from an IT infrastructure standpoint?
- What steps, moving forward, is the City taking to maximize protection, minimize downtime, and move our information technology infrastructure to the next level?
- How may we fund the desired net result?

Cybersecurity Programs and Process Overview

- Federal, State, and Local Cybersecurity Guidance
- Security through Obscurity
- Strenuous Configurations



Disaster Recovery Timeline and Options

- Internal On-Premise Recovery Processes
- Tyler Technologies Disaster Recovery Team
- CentralSquare CAD/RMS DR Systems
- ISP Disaster Support



Future ISM Cybersecurity & DR Objectives

- Hardening of all current ISM equipment alongside policy and process refinement focused on security and logical segmentation.
- Complete IT hardware and software infrastructure overhaul spanning at least the next 3-5 years.
- Reallocation of ISM resources, duties, and priorities alongside vendor service supplementation.
 - *(EG: Security Operations Center as a Service).*

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Financial Planning

- Operating and Capital Expenditures
 - Traditional vs. Annual Costs
- Cybersecurity and IT Infrastructure Grant Opportunities
 - State and Local Cybersecurity Grant Program (SLCGP)
- Local Partnerships and Managed Service Opportunities
 - Creative Solutions

Overall Results





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...Searching for city ISM infrastructure plans circa 2026...|

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SUBMIT

Questions/Comments



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-2

Agenda Date 3/21/2023

Type Worksession

Department Finance

Title

Review of the FY24 Budget Calendar

Explanation

This item provides the opportunity to briefly review and finalize the proposed FY24 budget calendar.

Attachments

1. Budget Calendar Presentation
2. FY 2024 Budget Calendar

Budget Calendar

City Council Worksession
March 21, 2023

Process Overview



- March 24: Budget kickoff meeting (staff)
- April: All budget information due from departments
RFP for health insurance
- May: City Council election/swearing in
Preliminary property values released
- June: Health Insurance finalist is recommended
Council priority setting worksession

Process Overview



- June 20: Worksession to review preliminary numbers (optional)
CCCPCD budget public hearing and worksession
- July 6: CCCPCD budget adoption
Approve insurance contracts
- July 18: First reading CCCPCD budget/public hearing
Discussion on fees/charges
Draft 5-year CIP

Process Overview



- July 21: Certified tax roll released
- July 28: City Manager's Proposed Budget distributed
- August 1: Council worksession; present proposed budget
Second reading for CCCPD budget; approval
Resolution approving proposed tax rate
- August 8: CEDC budget worksession
- August 22: CEDC board meeting; adoption of budget
City Council special meeting; 1st hearing on
tax rate

Process Overview



- September 5: 1st reading/hearing of budget ordinance
 - 2nd reading tax rate
 - 1st reading FY23 budget amendment
 - 1st reading fee changes
 - 1st reading utility rate changes
 - Adopt CEDC Budget/CIP

Process Overview



- September 19: Adopt budget ordinance, tax rate ordinance, FY23 amendment, 5-year CIP, fee ordinance, utility rates

Date	Council	CEDC	CCCPD
Priority Session TBD	X		
6-Jun-23	X		
20-Jun-23	X		X
6-Jul-23	X		X
18-Jul-23	X		
1-Aug-23	X		
8-Aug-23		X	
15-Aug-23	X		
22-Aug-23		X	
5-Sep-23	X		
19-Sep-23	X		

FY 2024 Budget Preparation Calendar



Regular City Council meeting dates
Additional meeting dates

March 2022

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March

21-Mar Council review of FY24 budget calendar City Council
24-Mar Budget Kickoff meeting Departments

April 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April

7-Apr New position and reclassification requests due to HR Departments
7-Apr Budget prep workbooks due to Finance Director Departments
April TBD RFP for health insurance Human Resources
21-Apr All other components of the Budget Submittal are due Departments
Apr 26-May 12 Department Budget Submittal Meetings Depts/Budget Team

May 2023

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May

6-May City Council Election City Council
16-May City Council - Special meeting - canvass of election City Council
New Councilmembers Sworn In City Council
Late May Preliminary property value estimates released Tarrant Appraisal
City Council

June 2023

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June

June Review RFP analysis and finalist recommendations Benefits Committee
CC Worksession: Budget Process Overview (if desired) City Council
City Council priority setting session City Council
8-Jun Publish CCCPD budget public hearing notice (Board) City Manager's Office
20-Jun Budget Worksession (review of prelim. numbers & insurance) City Council
20-Jun CCCPD budget public hearing & Worksession (before CC mtg) CCCPD Board

July 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

6-Jul CCCPD budget adoption (before City Council meeting) CCCPD Board
6-Jul Approve insurance contracts City Council
7-Jul Publish CCCPD budget public hearing notice (Governing body) City Manager's Office
18-Jul 1st Reading CCCPD budget/public hearing by governing body City Council
Discussion on updates to fees/charges (if needed) City Council
Present Draft 5-Year CIP City Council
21-Jul Certified tax roll released Tarrant Appraisal
28-Jul City Manager's proposed budget distributed to City Council City Manager's Office

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

1-Aug	Worksession- Presentation of the Proposed Budget Submission of certified appraisal roll & collection rate Submission of effective and rollback tax calculations 2nd Reading of CCCPD budget - approval by the governing body Resolution approving proposed tax rate (for public hearings & notices)	City Council
8-Aug	Colleyville Eco. Dev. Corporation (CEDC) Budget Worksession	CEDC Board
10-Aug	Publish Combined Notice of Effective and Rollback Tax Rate Publish Notice of Budget Public Hearing	City Manager's Office
15-Aug	City Council Special Meeting - 1st Public Hearing on Tax Rate (if needed)	City Council
22-Aug	Colleyville Economic Development Corporation meeting - Adoption of Budget, EDCIP, and Annual Activity Report	CEDC Board

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September

5-Sep	Presentation of the CEDC annual activity report 1st reading of budget ordinance and budget public hearing 1st reading of tax rate ordinance (2nd public hearing, if needed) 1st reading of current FY year-end budget amendment 1st reading of ordinance for any fee changes (if needed) 1st reading of ordinance for utility base rate changes (if needed) Resolution adopting the CEDC budget Resolution adopting the EDCIP	City Council
19-Sep	2nd reading of budget ordinance (official adoption) 2nd reading of tax rate ordinance (official adoption) 2nd reading of current FY year-end budget amendment 2nd reading of ordinance for any fee changes (if needed) 2nd reading of ordinance for utility base rate changes (if needed) Resolution adopting the 5-Year CIP Resolution ratifying the property tax increase (if needed)	City Council

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October

1-Oct	Fiscal year begins	
October	Distribute Agency Contracts for execution	City Secretary
October	Prepare Adopted Budget Book	Finance/CMO

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November

November	Create vouchers and mail checks for Agency Contracts	City Secretary
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December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December

December	Adopted Budget due to GFOA 90 days after adoption	Finance/CMO
5-Dec	1st reading of ordinance for utility volumetric rate changes	Finance
19-Dec	2nd reading of ordinance for utility volumetric rate changes	Finance



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-3

Agenda Date 3/21/2023

Type Worksession

Department Public Works

Title

Discussion of Sidewalk Connectivity Program

Explanation

This item will provide an update on the proposed projects for the sidewalk connectivity program.

Attachments

1. Sidewalk Connectivity Presentation



Annual Sidewalk Connectivity Project Worksession - Part 2

March 21, 2023

Prioritization

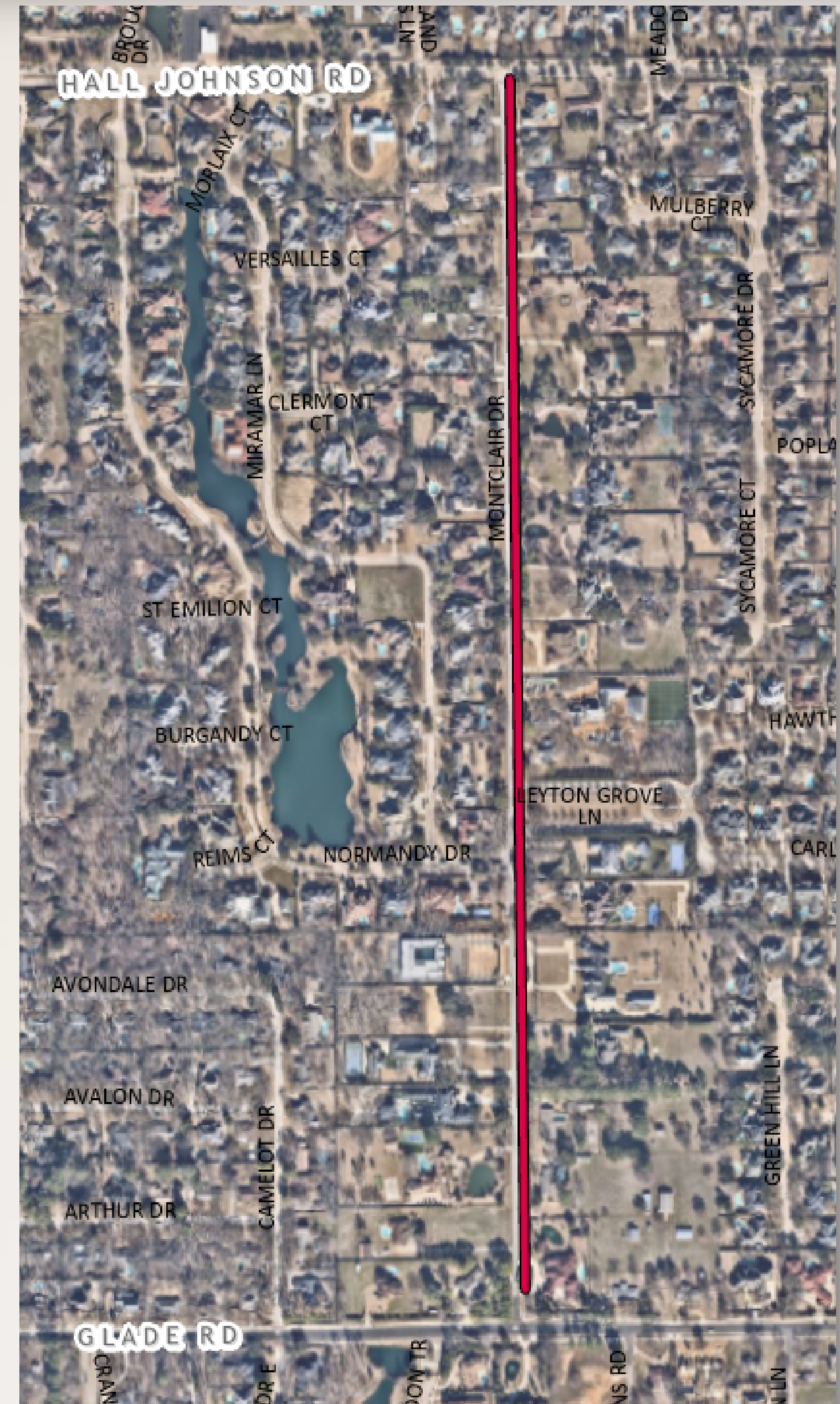


Priority	Location	Linear Feet	Width (ft)	OPCC
1	Montclair Drive	2,700	5	\$712,000
2	Westcoat Drive	1,900	5	\$230,000
3	Herbert Road	1,417	5	\$155,870
4	Precinct Line	1,700	5	\$187,000
5	Cheek-Sparger Road	2,500	5	\$445,000
6	Hardage Lane	1,200	5	\$160,000
7	Amador Trail	1,100	5	\$150,000
8	Jackson Road	800	5	\$100,000*

FY2023 CIP Funding Available: \$550,000

Montclair Drive Sidewalk

- Full Length Hall-Johnson to Glade Road
 - Connects multiple neighborhoods
 - Bar ditches and drainage on both sides
 - Narrow ROW, fences are well back from ROW
- Sidewalk Length: 2,700'
- Overall Length: 3,845'
- OPCC: \$712,000



Westcoat Drive Sidewalk



- Connection from existing sidewalk at White Drive to LD Lockett Road / Cotton Belt Trail
- Crosswalk at LD Lockett with pushbutton lights
- Sidewalk Width: 5 feet
- Segment Length: 1,900 lf
- OPCC: \$230,000



Herbert Road Sidewalk



- Connects from Murphy Road and Subdivisions to the north to McDonnell School Road and Liberty Elementary
- Liberty ES Crosswalk on Eastside
- Small sections along Murphy
- Sidewalk Width: 5 feet
- Segment Length / OPCC
 - West Side: 1026' - \$112,860
 - East Side: 1417' - \$155,870



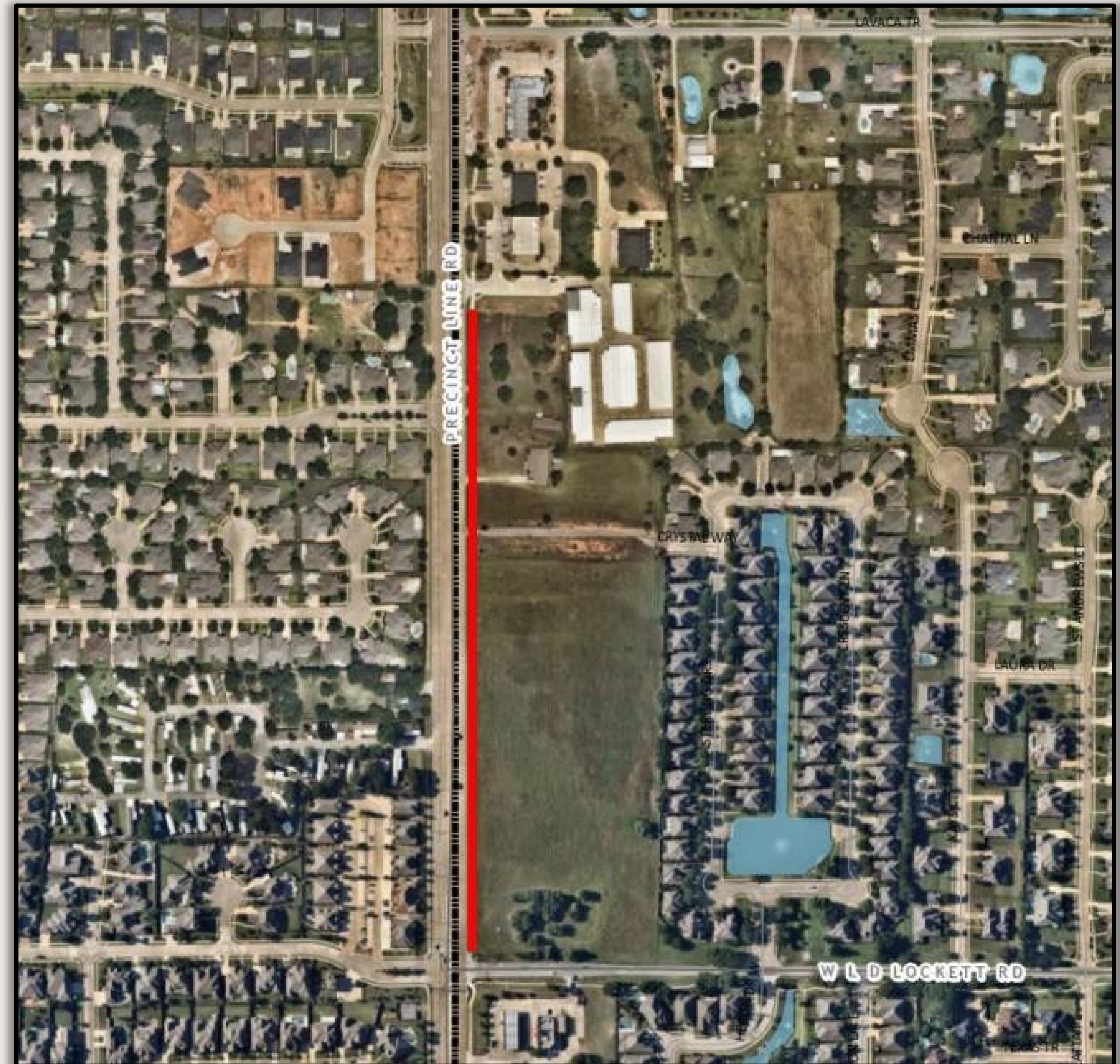


Questions?

Precinct Line Sidewalk



- Connects from LD Lockett Road to Lavaca Trail
- Last Section from McDonnell to LD Lockett
- Closes Looped sidewalk area
- Pre-cursor to potential future Green Ribbon Grant project
- Sidewalk Width: 5 feet
- Segment Length: 1,700 lf
- OPCC: \$187,000



Cheek Sparger Road Sidewalk

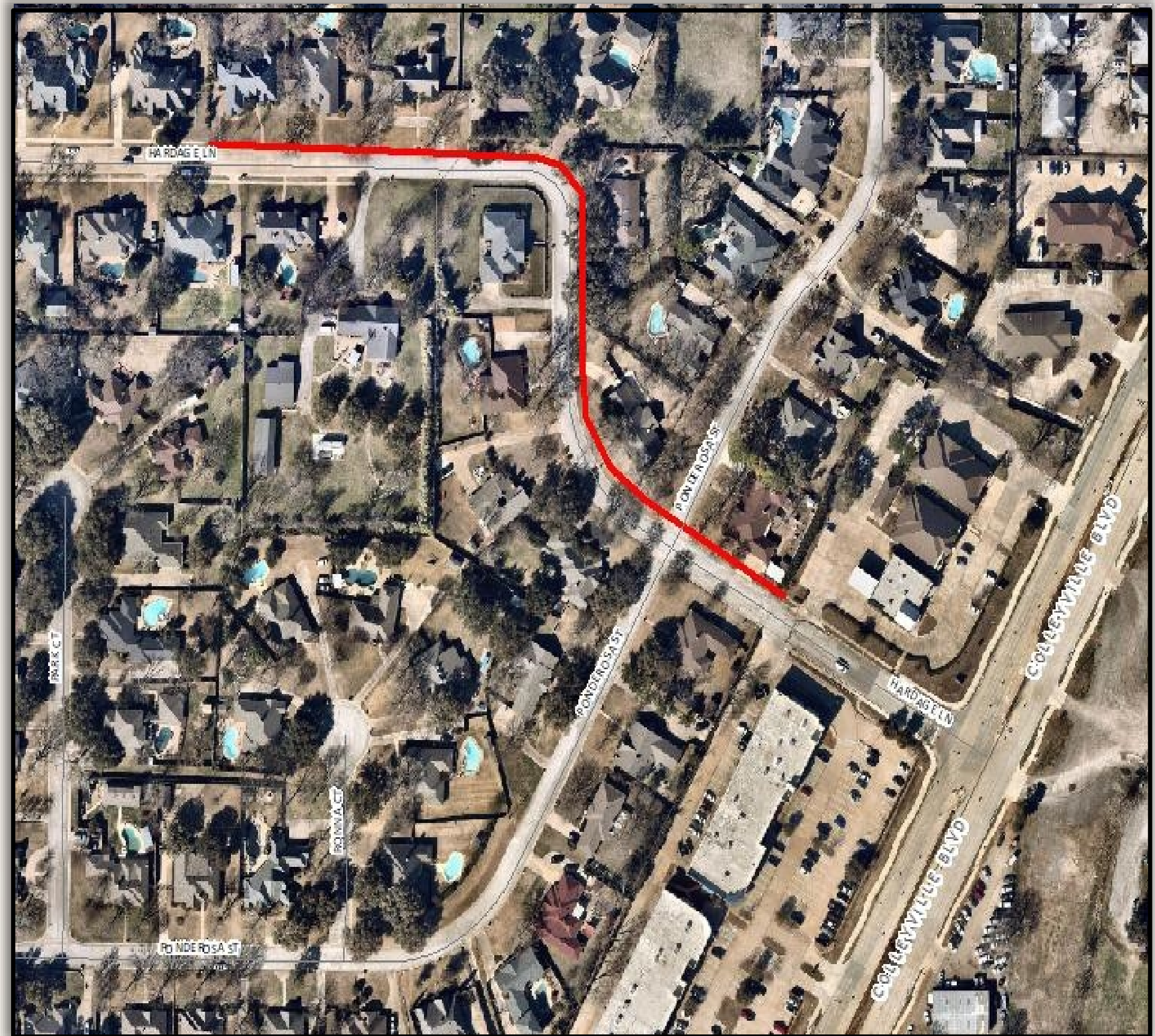
- Closes Gap between recent projects and future County Bond Project
- Connects multiple neighborhoods
- Connects to Existing Sidewalk at Brown Trail and Bedford Road
- Connects to Covenant Christian Academy
- Sidewalk Width: 5 feet
- Segment Length: 2,500 If
- OPCC: \$445,000



Hardage Lane Sidewalk



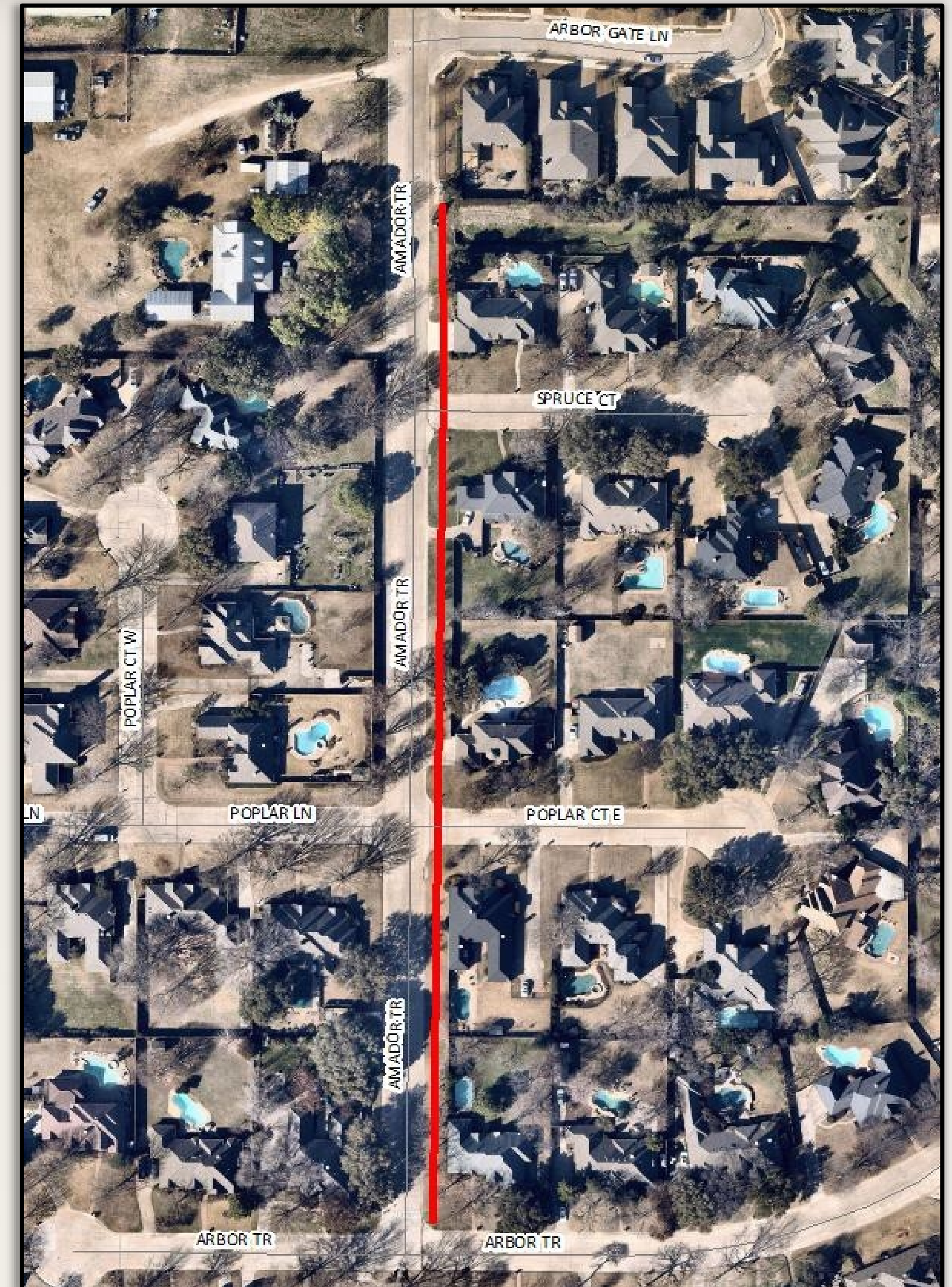
- Connects from Ponderosa Street to Colleyville Boulevard
- Connects multiple neighborhoods
- Connects to commercial district
- Sidewalk Width: 5 feet
- Segment Length: 1,200 lf
- OPCC: \$160,000



Amador Trail Sidewalk



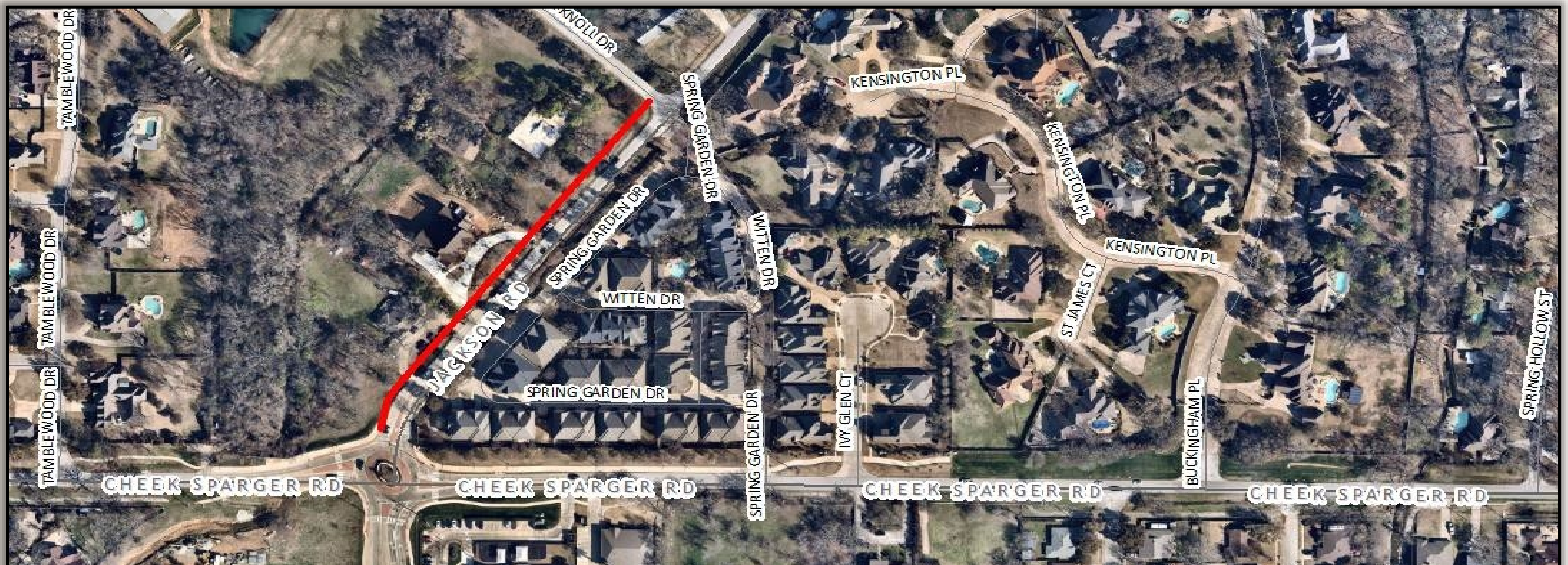
- Connects from Arbor Gate Lane to Arbor Trail
- Connects multiple neighborhoods
- Future sidewalk connection to Hall-Johnson from Arbor Trail will be required
- Sidewalk Width: 5 feet
- Segment Length: 1,100 lf
- OPCC: \$150,000



Jackson Road Sidewalk



- Connects from Oak Knoll Drive to Cheek-Sparger Road
- Several Parcels require ROW acquisition (\$150k+)
- Sidewalk Width: 5 feet
- Segment Length: 800 ft
- OPCC: \$100,000+ROW





City of Colleyville City Council Agenda Briefing

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Agenda Number WS-4

Agenda Date 3/21/2023

Type Worksession

Department City Secretary

Title

Discussion of the March 21, 2023, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number 1

Agenda Date 3/21/2023

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

- Discuss procedure for awarding Neighborhood Beautification Program grants

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

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

Attachments

RESOLUTION R-23-4825

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF MARCH 21, 2023**

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 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



City of Colleyville City Council Agenda Briefing

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Agenda Number 3

Agenda Date 3/21/2023

Type Announcements, Proclamations, and Presentations

Department Library

Title

Presentation of a donation to the Colleyville Public Library for the 2023 Summer Reading Program from the Robert J. & Helen H. Glaser Family Foundation in the amount of \$10,000 - Mayor Lindamood, Library Director Mary Rodne, and Colleyville Public Library Foundation President Denise Light

Presentation in recognition of the Robert J. & Helen H. Glaser Family Foundation for 20 years of generous support of the Summer Reading Program – Mayor Lindamood and Library Director Mary Rodne

Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting - Mayor Lindamood, Finance Director Kyle Lester, and Account Manager Karen Hines

Attachments

RESOLUTION R-23-4826

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MARCH 21, 2023

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 March 7, 2023
 - b. Approval of the Colleyville Public Library Long-Range Plan 2023-2028
 - c. Approval of a purchase with Bibliotheca, LLC, for upgraded equipment and software for the Colleyville Public Library's Automated Materials Handling (AMH) systems, in an amount not to exceed \$117,630.96, and authorizing the City Manager to execute the agreement
 - d. Approval to order a 2024 Spartan Ladder Truck, with expected delivery in 2025, authorizing the City to enter into a Public Property Finance Act Lease Purchase Agreement, with a closing date of March 24, 2023, with First Security Finance, Inc., in an amount not to exceed \$2,025,328, to be paid in nine substantially level annual payments of \$297,184.53, beginning April 2025, and authorizing the City Manager to execute all transaction documents
 - e. Approval of a First Amendment to Ground and Tower Lease between the City of Colleyville and Sprint Spectrum L.P. for the telecommunications tower located at 5201 Bransford Road, and authorizing the City Manager to execute the agreement
 - f. Approval of a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$74,996, for the design of The Reserve Lift Station Improvements Project, and authorizing the City Manager to execute the agreement

- g. Appointing members to the Colleyville Center Advisory Committee and Parks and Recreation Advisory Board

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



City of Colleyville City Council Minutes

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Tuesday, March 7, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, March 7, 2023, at 5:30 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley, and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Assistant Fire Chief Tim Folden, Community Development Director Ben Bryner, Parks and Recreation Director Lisa Escobedo, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

CALL TO ORDER

WS-1 Fire Department technology overview

Assistant Fire Chief Tim Folden gave an overview of the technology utilized daily by the Fire Department. The presentation explained both hardware and software, and gave a thorough overview of how the technology is used.

WS-2 Discussion of Fire Department ladder truck purchase

Fire Chief Mark Cantrell provided a presentation on the Fire Department's apparatus replacement program. Chief Cantrell explained the City's 2010 aerial truck is scheduled to be replaced in 2025. He noted staff has seen a large gap in production of fire apparatus and a significant price increase.

Chief Cantrell stated staff has proactively researched options to meet the replacement schedules at best pricing. The City could enter into a lease purchase agreement with First Security Finance, Inc. with a locked in interest rate of 4.9%, for a Spartan ladder truck, which could be ordered in March 2023, but would be built and delivered by April 2025.

City Council directed Chief Cantrell to place the lease purchase agreement on the next City Council agenda for consideration.

WS-3 Recreation Center update

Parks and Recreation Director Lisa Escobedo presented this item, which was a review of the activity since the property was purchased and explained Phase I of

the renovation includes construction and operational elements. With City Council approval, Director Escobedo stated she would like Phase II to involve the Parks and Recreation Advisory Board to assist in planning other amenities to be found in the Recreation Center and utilize the Parks and Recreation Master Plan to develop a five-year plan for the Recreation Center. Director Escobedo stated the Board would then make recommendations to the City Council regarding prioritized amenities and funding estimates.

There was discussion regarding the Professional Services Agreement for the design and construction of the Recreation Center in Phase I. Director Escobedo gave a high-level review of how the space would be utilized. All agreed to engage the architect and noted the City Council will want to receive periodic updates.

WS-4 Discussion of the March 7, 2023, City Council regular agenda items

Mayor Lindamood noted there is an item on this agenda for an SUP for an accessory building for the business known as Yard Art. He stated Yard Art representatives have met with the City Manager to discuss landscaping the City is requesting along the front of the property.

Mayor Lindamood closed the worksession at 6:32 p.m. and called the Executive Session to order.

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:

- Local regulation of short-term rental properties

Section 551.071 - Legal - Pending Litigation - Discuss Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG

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

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information 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

There was no action taken and Mayor Lindamood adjourned the Executive Session at 7:03 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:11 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley, and Callie Rigney.

INVOCATION: Pastor Nathan Aviles, Bethel Methodist

PLEDGE OF ALLEGIANCE: Councilmember George Dodson

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4821

Mayor Lindamood read Resolution R-23-4821 in its entirety.

Assistant City Manager Adrienne Lothery read a formal statement regarding the settlement.

Mayor Lindamood opened and closed the public hearing, as there were no speakers.

Mayor Pro Tem Wheat made a motion to approve Resolution R-23-4821, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

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

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

Mayor Lindamood and the City Council made announcements regarding City and community events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4822

- 4a** Approval of the minutes of the regular City Council meeting of February 21, 2023
- 4b** Approval of a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for Design and Construction Administration Services for the Colleyville Recreation Center renovation project, in an amount not to exceed \$217,820, and authorizing the City Manager to execute the agreement

Mayor Lindamood read Resolution R-23-4822 in its entirety.

Parks and Recreation Director Lisa Escobedo presented item 4b, a Professional Services Agreement with Brinkley Sargent Wiginton Architect (BSW) to provide an assessment of the Colleyville Recreation Center. Director Escobedo stated it is anticipated the project will go out for bid in April 2023.

Mayor Lindamood opened and closed the public hearing, as there were no speakers.

Councilmember Dodson made a motion to approve Resolution R-23-4822, seconded by Mayor Lindamood.

The motion to approve passed by the following vote:

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

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-23-2234**

Consideration of a Special Use Permit for alcoholic beverage sales for on-premise consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road, Suite 170, Case ZC23-001

Mayor Lindamood read the caption of Ordinance O-23-2234.

Community Development Director Ben Bryner presented this item, a request for an SUP to allow on-premise consumption of alcohol at The Brunch District restaurant.

Mr. Kevin Kim and Ms. Andrea Boujour, Lewisville, representing The Brunch District, stated they anticipate having a full bar and serving mimosas and martinis

during brunch. Mr. Kim stated they have three other restaurants, and this is a successful business plan for them.

Mayor Lindamood opened the public hearing.

Harold Ledbetter, 6700 Pleasant Run Road, questioned the permit being for on-site only. It was explained this is the request of the applicant and the permit type allowed by the Texas Alcohol and Beverage Commission.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

This was a first reading and no action was taken.

5b Ordinance O-23-2235

Consideration of a Special Use Permit for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, Case ZC23-002

Mayor Lindamood read the caption of Ordinance O-23-2235.

Community Development Director Ben Bryner presented the SUP request for a new detached cabana and fireplace at Yard Art, a business located on SH26.

Mayor Lindamood stated the applicant has meet with the City Manager to discuss removing a small structure and adding landscaping along SH26.

Garret Wallace, representing Yard Art, stated it was time to update the back cabana to reflect current residential preferences. Mr. Wallace stated TxDOT removed the well-established landscaping, and while he wants to work with the City, he feels it is counterproductive to tie the SUP to the landscaping.

Mayor Lindamood and City Manager Ducay explained the City's beautification efforts.

Mayor Lindamood opened and closed the public hearing, as there were no speakers.

This was a first reading and no action was taken.

5c Ordinance O-23-2236

Consideration of amendments to Chapter 7 of the Land Development Code clarifying the size and duration of political signs as well as the use of canopies, tents, or flags, specifically amending Section 7-190.H Temporary Business Signs - Political Signs, Case GC23-001

Mayor Lindamood read the caption of Ordinance O-23-2236.

Community Development Director Ben Bryner presented the amendments to the Land Development Code for political signs.

There was discussion regarding the distance required between signs, tents, canopies, and flags, and the location of a polling location.

City Attorney Whitt Wyatt stated he would work on clarifications to the language for the next public hearing.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive N, expressed her concern for the need for regulations.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

This was a first reading and no action was taken.

5d Ordinance O-23-2237

Consideration of amendments to Chapter 9 and Chapter 14 of the Land Development Code clarifying that driveway access to adjacent street right-of-way and street stub-outs is not allowed from lots in an adjacent subdivision, specifically amending Section 9.17 Street Design Criteria and Section 14-135 Driveway Spacing and Design Standards, Case GC23-002

Mayor Lindamood read the caption of Ordinance O-23-2237.

Community Development Director Ben Bryner presented this item.

Councilmember Dodson asked if the amendment provides an opportunity to seek a variance to the standards. Director Bryner stated yes.

Mayor Lindamood opened the public hearing.

Lynn Bural, 5104 Chelsea, explained his current building configuration, gate, and desire to have access to Cherry Lane. Council advised he would be required to file for a variance.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

This was a first reading and no action was taken.

5e Ordinance O-23-2238

Consideration of amendments to Chapter 9 of the Land Development Code removing the requirement for automatic fire-sprinkler systems in certain circumstances, specifically amending Section 9.17 Street Design Criteria, Case GC23-003

Mayor Lindamood read the caption of Ordinance O-23-2238.

Community Development Director Ben Bryner presented this item, noting the Council directed staff to amend the appropriate City codes removing the requirement for automatic fire sprinkler/suppression systems. In the Land Development Code, there is a specific street design situation, which requires all residences to contain automatic fire-sprinkler systems and the proposed amendment will remove the requirement, making it optional for the property owner.

There was discussion regarding street access and width requirements. It was also noted, this is a Land Development Code amendment and not an ordinance repealing the ordinance requirement for automatic fire-sprinkler systems.

Mayor Lindamood opened and closed the public hearing, as there were no speakers.

This was a first reading and no action was taken.

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-23-4823**

A resolution cancelling the May 6, 2023 General Election for City Officers and declaring each unopposed candidate elected to office and restating a Special Election to be conducted

Mayor Lindamood read Resolution R-23-4823 in its entirety.

City Secretary Christine Loven stated the item is self-explanatory, and stated only the General Election will be cancelled. There will be a Special Election to determine whether the voters desire to continue the Colleyville Crime Control and Prevention District and the one-half of one percent (0.5%) sales and use tax for an additional period of 20 years.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline N., spoke in favor and thanked the City Council.

Scotty Richardson, 2005 Reynolds Drive, thanked everyone for the support and stated he takes this responsibility seriously and is looking forward to serving the City.

Ben Graves, 3304 St. Albans Circle, thanked everyone for their support, noted he is a hometown resident and is looking forward to being in service to the City.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Councilmember Rigney made a motion to approve Resolution R-23-4823, seconded by Councilmember Dodson.

The motion to approve passed by the following vote:

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

7. CITIZEN COMMENTS

Sayeda Syed, 6705 Sapphire Circle North, spoke regarding the hazardous drive and turn lanes at the intersection of Cheek-Sparger Road and Brown Trail and asked the City to provide a solution.

Kathy Hadley 204 Timberline Drive N., spoke regarding Glade Road and the lane striping at Glade Road and SH26.

8. REPORTS

Sign Board of Appeals Minutes - December 13, 2022

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 7, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4824

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:57 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4b

Agenda Date 3/21/2023

Number Resolution R-23-4826

Type Resolution

Department Library

Title

Approval of the Colleyville Public Library Long-Range Plan 2023-2028

Strategic Plan

Explanation

Reading and Public Hearing

This item is provided to allow the City Council to approve the Colleyville Public Library Long-Range Plan 2023-2028 (Plan). At the Council Worksession, on February 7, 2023, Aaron Babcock, Hidell and Associates Architects, presented an overview of the updated Plan including: process, conclusions, and recommendations. Following the presentation and discussion, staff sought Council direction and recommendations. There being no further recommendations, Council requested the Plan be forwarded to Council for approval at a future meeting, as defined in the Texas Administrative Code, Title 13, Chapter 1, Rules §1.71 - §1.86.

Texas public libraries are accredited in the Government Code 441.127(a), Library Systems, under the authority of the Texas State Library and Archives Commission (TSLAC). To be considered for accreditation, a public library must submit an annual report to TSLAC by April 30 and complete an Accreditation in State Library System Application. Accredited libraries are eligible for certain services from the State Library. The primary services include: TexShare databases program, Inter-Library Loan program, TexShare card program, continuing education programs, and consulting services. Each public library applying for membership in the Texas Library System must meet requirements defined in the Texas Administrative Code, Title 13, Chapter 1, Rules §1.71 - §1.86. Rule §1.83.6 of the Administrative Code states the following:

"The library must have a long-range plan that is approved by its governing board. This plan must be reviewed and updated at least every five years and must include a collection development element and a technology element."

Since the opening of the Colleyville Public Library on November 24, 2003, the Library has completed three long-range planning documents:

- Colleyville Public Library Long-Range Plan FY2007 – FY2011
- Library Spatial Reorganization Plan 2009 - 2014

- Long-Range Plan 2016 - 2021

Colleyville Public Library Long-Range Plan Update

At the June 14, 2021, meeting, the Colleyville Library Board discussed the Library's current long-range plan would be five-years-old and needed to be updated to meet requirements defined in the Texas Administrative Code. Aaron Babcock with Hidell and Associates Architects submitted a fee proposal and description of work for the Colleyville Public Library Long-Range Plan update. Hidell and Associates Architects prepared the previous planning document, as well as the documents for the expansion to the second floor, and the reconfiguration of the first floor. The Voluntary Library Fund was identified as a source of funding for the project. On June 14, 2021, the Colleyville Library Board unanimously approved the use of the Voluntary Library Fund for professional services to update the Library's Long-Range Plan, in an amount not to exceed \$17,000, and requested it be presented to the City Council for approval. On August 17, 2021, staff sought and received City Council approval for the use of the Voluntary Library Fund for professional services to update the Library's Long-Range Plan, in an amount not to exceed \$17,000.

In September 2021, the Library staff and Board started to work with Mr. Babcock, to update the plan. The goal of the plan was to include recommendations for the delivery of library services and programs to meet the dynamic, changing needs of the community for the next five years.

The Long-Range Plan 2023 - 2028 update project included the following tasks:

Data Collection

The data collection phase established factual criteria regarding the Colleyville Public Library, its users, local and national trends impacting library service, and funding. Demographics and growth data, library service analysis data, and future trends data were utilized during this phase.

Design Workshop

The workshop phase with representatives from key stakeholders including: the Colleyville Public Library Board, Friends of the Colleyville Public Library, the Colleyville Public Library Foundation, Library staff, and citizens, brought together the exchange of ideas and information gathered from the previous data collection tasks through an intensive and highly integrated workshop session; utilizing the data as a backdrop to start the discussion and navigate solutions. The results of the workshop process established short and long-term goals for user-centered service delivery, marketing, collections, technology, programs, and services.

Long-Range Plan Survey

This project phase included a library assessment survey. The survey, in online format, was available December 1, 2021 through January 7, 2022, and resulted in 1,467 total respondents.

Final Report

This phase included compiling all analysis, information, and recommendations into a comprehensive document which includes the established data, priorities from the collaborative planning workshop, and the library assessment survey responses. The final document articulates a vision and plan for the Colleyville Public Library for the next five years, and provides recommendations for user-centered service delivery, marketing, collections, technology, programs, and services. The Plan recommendations include:

- Increase access to digital collections
- Streamline access to the collection
- Reallocate collection areas
- Engage the aging population
- Develop an emergency response strategy
- Implement strategies to react to changing technology needs
- Develop an Omnichannel Marketing Plan
- Develop a replacement plan for end of use furniture and equipment

Additionally, the Plan includes vision and mission statements for the Library and identified goals, objectives, and activities to implement library core service priorities, identified in the City's Business Plan.

On December 12, 2022, the Colleyville Library Board approved the attached Long-Range Plan 2023-2028, and requested it be presented to the City Council for approval.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Colleyville Public Library Long-Range Plan 2023 - 2028
2. Texas State Library and Archives Commission - Colleyville Public Library - TexShare Value Report 2022

COLLEYVILLE PUBLIC LIBRARY



LONG-RANGE PLAN 2023 - 2028

FINAL REPORT

02.07.2023

Prepared by
Hidell and Associates Architects, Inc.

COLLEYVILLE PUBLIC LIBRARY

LONG-RANGE PLAN 2023 - 2028

Prepared for

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

by

Hidell and Associates Architects, Inc.

For more information, please contact:

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COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN 2023

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ACKNOWLEDGEMENTS

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

Library Board

Gary McPherson, Chair

Kay Newton

Pat Jones

Molly Skinner

Wanda Cotter

Joan Roberts

Joy Fulton Lee

Joseph Stout

Denise Light, EX-Officio, Foundation

Joan Roberts, EX-Officio, Friends

Library Staff

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Kara Teeter, Adult Services Librarian

Jack Pawlowski, Circulation / Technical

Jessica Hilliard, Youth Services Librarian

Mayor and City Council

Bobby Lindamood, Mayor

Kathy Wheat, Mayor Pro Tem, Place 3

Brandi Elder, Place 1

George Bond, Place 2

George W. Dodson, Place 4

Chuck Kelley, Place 5

Callie Rigney, Place 6

City Staff

Jerry Ducay, City Manager

Mark Wood, Assistant City Manager

Adrienne Lothery, Assistant City Manager



LIBRARY PERFORMANCE ASSESSMENT

LIBRARY PERFORMANCE ASSESSMENT

INTRODUCTION

The Colleyville Public Library Long-Range Plan provides a five-year framework for delivering library services and programs to meet community needs. This report includes recommendations to assist the Library in meeting the needs to best serve the residents of Colleyville.

An online survey was utilized to gauge public opinion regarding current and future library services during the planning stage. The planning team conducted several staff focus groups to gauge the current staff process and identify future needs. Key performance statistics have been analyzed as they relate to peer libraries. The previous long-range plan included several recommendations for the reorganization of the first and second floors of the Library. These changes have been analyzed to confirm the proposed changes are meeting staff and user needs. The final plan provides recommendations to address program and service needs identified during the planning process.

The Library serves the cultural, educational, and intellectual needs of Colleyville residents of all ages. First and foremost, the Library ensures that residents will have access to materials in various formats anytime/anywhere. Secondly, the Library offers an array of early literacy programs and services. Third, the Library is a resource that provides materials and programs for lifelong learning, allowing Colleyville residents to explore topics of interest for self-directed personal growth and development opportunities throughout their lives. In the fiscal year 2021, the Library had 75,305 visitors and circulated 246,043 items.

The mission of the Library is:

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

The Library is responsible for the following core services:



Provide access to reading, viewing, and listening materials



Provide early literacy programs and services to create young readers



Provide resources for lifelong learning

COMMUNITY FACTORS IMPACTING THE LIBRARY

COMMUNITY DEMOGRAPHICS

The Colleyville Public Library serves Colleyville residents with an estimated service population of 26,057. In FY2021, the Colleyville Public Library had 10,873 resident cardholders and 1,607 non-resident cardholders from surrounding cities that offer reciprocating services. The community is one of the most affluent and highly educated communities of the Dallas-Fort Worth Metroplex, with a median household income of \$163,509 and 65% of the city's population over 18 having a bachelor's or graduate degree.

The Colleyville community has a median age of 48.6, three years older than the time of the last report in 2016. This median age is also significantly higher than the 33.6 median age of Texas residents. As the median age trends are older, the impact on library services could be significant. With 57% of the population over 50 and the age of the community trending older, the Library will need to modify services as needs change.

Aging Population. *The Journal of Librarianship and Information Science* conducted a study in 2019 regarding library services for an aging population. Results suggest that libraries serve their aging communities in multiple ways. Some libraries provide a plethora of specialized programs focused on the specific needs of older adults. Others extend core library services to ensure they are accessible to older adults. Others invest in infrastructure and staff development to prepare for an aging society. The Colleyville Library will need to implement strategies to engage the aging population and meet community needs.

Affluence and Education. National statistics indicate wealthy and highly educated people are more likely to use libraries. College graduates make up 90% of book readers. With 65% of households with a bachelor's or graduate degree, Colleyville citizens most likely use or have used library services. The 2020 census indicated that 99.7% of households have a home computer and broadband internet access. The need to provide wireless access, appropriate seating and power for those patrons that bring laptops, tablets, and smartphones will increase. The Library reduced the number of public computers in 2018, with floor space reallocated to flexible seating for patrons bringing devices. This reallocation of space has benefited patrons who use the Library for remote work, research, and study. The future need for public computer access is not expected to increase over the next five years.

CHANGING USER TRENDS

Recent events have had a significant impact on library services. The continued growth in digital content, the mainstream adoption of social media, and the global pandemic have all impacted user expectations for library services. The growth of digital content such as e-Books and e-Audiobooks has increased user demands for access to these materials. The mainstream adoption of social media has required libraries to adopt Omnichannel Marketing to communicate to community members. The global pandemic required libraries to pivot services, resulting in users' habits changing. Many of these new habits continue to affect library services and consumer expectations.

Digital Collection Access to digital content (e-Books and e-Audiobooks) continues to gain popularity. Texas Libraries have experienced a 115% increase in digital lending since 2016. According to Pew Research, 30% of American adults have read an e-Book in 12 months. That research suggests that 23% of adults have listened to an e-Audiobook in 12 months. Currently, 24% of the Colleyville Library's overall circulation is digital, and the per capita use of the digital collection is double peer libraries. The Colleyville Library has implemented a few strategies to assist with this demand. Joining a consortium has assisted in meeting the demand for digital lending, with access to a larger selection of materials. Colleyville has been part of the cloudLibrary consortium since 2019, offering access to a larger collection. The online survey results indicated that access to this consortium was a barrier for some users who own certain Kindle models. The cloudLibrary system does not currently allow access for a user with a Kindle Paperwhite reader.

Access to a digital collection has proven to be ever-evolving and complicated for Public Libraries. In 2019, The Hachette Book Group (HBG) changed its digital lending model for libraries, replacing its perpetual ownership model with a two-year access plan for e-Books and e-Audiobooks. The "Big Five" publishers also initially decreased library prices for e-Books and e-Audiobooks but eliminated this discount when the libraries renewed access. Some publishers have replaced perpetual access for libraries to digital content with two-year access at prices ranging from \$39.99 to \$79.99, placing a financial burden on public libraries and limiting access to the public. These publishers continue to change the terms of access to digital content for libraries. Traditional print materials for libraries cost approximately \$30, which grants the Library unlimited access to lending the book for the book's life. With limitations on digital content, the availability of a public library to purchase a diverse collection becomes cost-prohibitive, as having to purchase the digital collection every year is a financial burden. The Colleyville Library utilizes three digital material purchasing types: outright purchase (own), pay-per-use, and perpetual purchase. Certain publishers allow the "own" model for digital

content, allowing the Library to lend the item indefinitely. Only 14% of all digital items were purchased using the "own" model in the last six months. The pay-per-use model charges the Library when an item is checked out. Cost can range from \$1.00 - \$9.99, depending upon demand. This model can satisfy high-demand items but comes at a higher cost.

The perpetual purchase or license model is a fee for a set amount of checkouts or time. Typically, 26 or 52 checkouts per payment or 1 to 2 years per payment. These purchase systems lead to a higher cost per collection item than the traditional print material. With digital circulation well above state and peer library averages, the Colleyville Library must continue enhancing access and increasing selections to meet user demand.

Technology Public libraries have a long history of providing communities with access to technology. Since opening in 2003, the Colleyville Public Library has offered access to public computers. Over the years, the Library has expanded the technology it offers patrons, such as wireless access, self-check-out and automated sorting check-in machines. These technologies remain a vital part of the Library's services and have assisted staff efficiencies. The Library will need to implement a plan to periodically update and replace this equipment to remain current with ever-evolving innovations.

Omnichannel Marketing Omnichannel library marketing is the practice of marketing across multiple platforms, including member e-mail, newsletter, apps, social media, and announcements on the Library's website. This approach lets libraries connect with members on multiple digital endpoints, offering a better member experience. The Library has utilized print flyers, newsletters, the Colleyville Communicator, Colleyville E-News and its website to provide information in the past. Recently, the Library added Twitter and Facebook as social media channels for promoting information. Respondents to the online survey identified Facebook and the Library's Website as the most useful forms of communication for library programs and events. The Library will need to continue to utilize omnichannel marketing to provide information to the Colleyville citizens.

As Citizens have recently embraced streaming options and virtual programming, the Library will need to elevate efforts to provide services that meet community needs. Proactive libraries understand the importance of meeting existing users' needs and dedicating more effort to keeping them. Investing in a database that engages library members throughout their journey will become key to meeting changing expectations. Information on users' preferences will enable libraries to target better messaging to engage in their services, events, and programming.

Marketing automation is all about using software to automate your marketing activities. Library marketing departments will seek to automate and integrate their siloed and repetitive tasks, such as e-mail marketing, social media posting, and event campaigns. This way, they can provide their members a targeted and tailored experience. The marketing automation technology makes these tasks easier and will enable staff to synchronize marketing across all key channels and stages of engagement.

Making Access Easier Expanding access to information resources is at the core of what libraries do. Making access easier has been a frequent opportunity for innovation in libraries, which continue to offer surprising service enhancements that help bring information to their communities. During the pandemic, access to materials was challenged with user habits changing. Library patrons utilized the drive-up window for both drop-off and pick-up of items. Placing materials on hold before coming to the Library has increased over the last few years. Over half of survey respondents identified picking up holds as an activity they do when visiting the Library.

Like those used by Amazon and UPS, self-service smart lockers provide libraries with new opportunities to streamline holds and reserves processes. The online survey results indicated that 51% of respondents picked up holds at the Library. Implementing a plan to accommodate holds beyond library hours will improve access to the collection. The Colleyville Library could utilize a smart locker system at a City owned facility to expand access to holds.

Emergency Response Plan During the pandemic social distancing adversely affected Library use, decreased program attendance, limited access to materials for some users, and changed staff roles to accommodate needs. Libraries throughout the country pivoted services in reaction to public health issues. Libraries implemented home delivery, provided curbside pick-up, and prepared kits for patrons to take home with books and crafts. Many programs throughout the US were done virtually, with storytimes on webcam and book clubs meeting via Zoom. These strategies proved so popular that libraries have integrated them into regular service offerings.

The Colleyville Library implemented a few of these strategies during the pandemic, including home delivery, the drive-up window for drop-off and pick-up and offering take and make kits. Due to its popularity, the Library plans to continue the home delivery and pick-up at the drive-up window. The Library allows patrons to pick up holds at the drive-up window and plans on offering take and make kits as long as they remain popular.



At the beginning of the pandemic, libraries were caught off guard, with limited information on how to provide socially distanced environments, if materials need to be sanitized, what staff and patron protocols should be for use, etc. Many libraries have developed not only public health strategic plans but emergency response plans, inclusive of emergency events, from natural disasters to active shooter events. These response plans identify policies and set standards and expectations for the library staff and patrons should future events occur. It is recommended the Library develop an emergency response strategy to remain prepared.

COMMUNITY OPINION REGARDING THE COLLEYVILLE PUBLIC LIBRARY

As part of the overall needs assessment process, the planning team engaged the community to assess overall satisfaction and current and future needs. A survey was distributed, resulting in **1,467 total participants**, of which 41% had used both online and in-person library services over the past 12 months. Questions included assessing the Colleyville Public Library's current conditions, challenges and solutions during Covid 19.

Questions were developed regarding future needs and potential service changes to assess public opinion regarding future services. The results indicated overall satisfaction with Library services and staff.

Who Participated



Participant Snapshot

1,466 total participants

32% used the library in person in the past 12 months*

10% only used online services in the past 12 months*

41% used both online and in person services in the past 12 months*

**(12 months represent activity during ongoing pandemic conditions)*

How the Participants Use the Library

- 75% checked out books or other materials
- 52% pick-up holds
- 45% read or brose the collection
- 26% download books form the online portal
- 53% have used the drive-up window for requested materials.
- 21% attend a children's program when visiting the library

What the Participants Thought

- Respondents overwhelmingly find the staff helpful and pleasant
- 88% of respondents thought the children's programs were good or excellent
- 93% rated the library facility as good or excellent

What the Participants Want

- 56% were interested in the library adding non-traditional items for check-out / use, such as an engraver, laminator label maker, etc.
- 72% identified a notary public as a service they would utilize
- 71% identified Adult and Children's science, art, and computer classes as programs they would attend

Additional needs identified include

- Access to Saturday storytimes for working families
- Streamline access to digital collections
- Expanded access to audio books
- More digital content
- After hours holds for pick-up
- More study spaces

PEER LIBRARY COMPARISON

The Colleyville Public Library performs very well within the State of Texas. Utilizing the Texas Public Library Statistics for 2020, the planning team compared the Colleyville Public Library vs. communities with a population of (25,000 - 49,999) and the State of Texas average for all libraries.

These key statistics reveal that the Colleyville Public Library excels in key performance criteria such as library circulation per capita (54 percent above state average), and library visits (20 percent above peer libraries). The high circulation per capita and visits indicate that the Colleyville community uses the library.

The digital collection for Colleyville is circulating at a rate 3.2 times higher than the state average. The pandemic shifted user habits regarding digital circulation, increasing use.

This digital use remains strong and above peer libraries even after facilities were back to normal hours of operation.

Peer Library Analysis

<i>Colleyville FY 2021</i>		
<i>Total Circulation</i>	7.45 items/capita	2.4 Times above the state average
<i>Library Visits</i>	1.80 visits/capita	21% above peer libraries of similar size
<i>Digital Circulation</i>	1.96 items/capita	3.2 Times above the state average
<i>Physical Circulation</i>	4.14 items/capita	2.2 Times above the state average



LIBRARY SERVICES ASSESSMENT

LIBRARY SERVICES ASSESSMENT

OVERVIEW OF CURRENT LIBRARY SERVICES

Overall, the planning team found the Colleyville Public Library an active environment with well-organized access to services and collections. The recent renovations to the first and second-floor areas have resulted in a more intuitive layout for visitors. They have provided access to comfortable seating, kids' tactile activities, and a central staff access point. The Library layout is on two levels, with the adult collection and services primarily located on the first level and the children's collection and services on the second level. Program rooms are located on both levels, with the first room providing patrons access to study/work when events are not in session. The primary program rooms are on the second floor and can be divided into two spaces with a divisible wall system. The facility is in good shape and well maintained. The Library includes adult and children's collection areas, public access computers, study rooms, a dedicated storytime room, a dedicated craft room, and supports staff spaces. The Library provides access to various seating on both the first and second-floor levels.

ASSESSMENT OF THE LIBRARY'S COLLECTION

The collection is well-managed and well-organized. The Library's circulation for physical and digital items is well above state and peer library averages. The physical circulation of 7.45/items per capita is double peer library averages. The digital collection circulates over three times the state average. This strong circulation indicates the Library is being utilized by the citizens of Colleyville and is considered a well-curated collection. Over the last five years, a few trends have emerged concerning the circulation of specific collections. The children's collection accounted for 67% of all physical items, up from 53% in 2015. Specifically, picture and easy books circulation increased from 17% of overall circulation to over 30% of circulation.

Similarly, the juvenile fiction and non-fiction collections have increased and account for 26% of the Library's overall circulation. The 2014-2015 Library Long-Range Plan identified these collections as heavily used but not large enough to satisfy the need. The reorganization provided additional shelving capacity for these collections, which resulted in a large increase in use. The adult audio/visual collection has decreased use over the last five years; it now accounts for 6% of overall circulation, down from 20% in 2014-2015. This drop is expected to continue to decrease over the next five years. The technology for DVDs and CDs is limited, and streaming is becoming more ubiquitous in households. The Library should expect this collection to transition out of the library lending profile and be replaced with popular items.

ASSESSMENT OF THE LIBRARY'S TECHNOLOGY

The Colleyville Public Library provides a basic level of technology access to the community with public computers, a digital projector in each community meeting room and a large-format display in the Colleyville Room. Automated sorting systems and self-check machines have streamlined the processing of materials. Four digital signs throughout the Library provide information regarding programs and collections. Online catalogs throughout the Library assist the public in searching for materials.

Library users' expectations change as new and more advanced technology becomes available to the public. These changing expectations require the Library to assess and implement new technologies as users' needs change. The four adult public computers and eight children's computers meet current demand. Most patrons are now bringing their own devices to the Library, creating a need for tables, chairs and access to power throughout the facility. As demand for adult public computers continues to decline, the Library can repurpose those areas for patrons who bring devices. The planning team recommends the Library evaluate existing furniture use and implement portable charging stations at locations that patrons with mobile devices utilize. The existing automated sorting systems are nearing the end of service dates. The planning team recommends that the Library evaluate a replacement strategy for internal and drive-up locations.

ASSESSMENT OF THE LIBRARY'S PROGRAMMING

Programming was challenged over the past few years with reaction to the pandemic, limiting the number of programs offered and attendance by socially distanced users. Program attendance has increased as the number of programs offered begins to return to pre-pandemic levels.

The children's programming offered at the Library is comprehensive and well-attended. Many of the most popular children's programs require registration and quickly reach capacity. The community expressed a need for increased access to these popular children's programs. Storytimes are currently conducted on weekday mornings and require attendees to sign-up for access. Comments in the survey identified two options to help access these events. First, implement a Saturday storytime for working families. Second, implement a drop-in storytime, where attendees do not have to sign-up to gain access.

As stated earlier in the report, the demographics of Colleyville will affect the use, as national statistics indicate that as the population ages, they often can become disconnected from the public Library. The Colleyville Public Library does a great job

marketing to children and providing quality programming. The Library will need to actively engage older adults to ensure the Library is meeting their programming needs. The online survey identified adult and children's science and art classes as needed. These types of programs can be offered for adults only, children only, or a combined class where adults and children work together. Combined classes have proven popular for grandparents with grandkids.

ASSESSMENT OF THE LIBRARY'S FACILITY

The existing building is 24,000 square feet, located at 110 Main Street. The building was originally constructed in 2003. The existing location is centrally located within the Colleyville service area and is attached to the City Hall as part of a municipal complex. The second floor was renovated in 2011, creating a children's library and program / meeting space. A renovation of the first floor was completed in 2018, which included a reorganization of service points, collection layout, and seating based upon the 2016 Library Long Range Plan recommendations.

The Colleyville community heavily uses the existing building, with over 63,000 visitors in FY2021. This number was down from previous years due to the ongoing pandemic but is trending up in 2022. The facility is in excellent condition and well-maintained. The 2018 reorganization has provided an efficient layout with strong user satisfaction. Ninety-two percent of survey respondents rated the facility good or excellent.

The first and second-floor layouts are currently meeting program and service requirements.

The Colleyville Public Library's core mission has included providing access to the physical collection, one of the most important services. With over seventy-five percent of survey respondents identifying checking out books as something they typically do when visiting the Library, access to the collection remains the top priority for the Library. The collection is well managed and easy to navigate. Use continues to fluctuate over time and the Library will need to assess the layout as lending patterns change.

The Library includes furniture purchased over the years in line with the various renovations. Some of these items show signs of wear with heavy use over the lifespan. The planning team recommends implementing a replacement plan for worn or damaged furniture items over the next five years.

ASSESSMENT OF THE LIBRARY'S STAFF

The Library staff received excellent feedback, with over ninety-five percent of survey respondents rating the service as good or excellent. The Library operates with 12.75 full-time equivalent (FTE) staff members, which is well below the peer Library average of 19 FTE.

Circulation per paid staff was 15,825 in FY2020, double the state average and in line with peer libraries. The staff includes five librarians with ALA-MLS degrees, allowing citizens greater access to librarian services. The state average is one librarian per 15,000 residents. Colleyville has 1 librarian for every 5,400 residents. This access to librarians correlates to the number of reference questions the Library received in FY2020. Colleyville librarians assisted citizens with over 28,000 reference questions, double the state and peer Library averages.



CONCLUSIONS

CONCLUSIONS

What the Library does well...
Patron Support is very positive

CUSTOMER SERVICE



95% OF SURVEY RESPONDENTS
INDICATED THE LIBRARY'S CUSTOMER
SERVICE WAS EITHER GOOD OR
EXCELLENT.

Digital Collection use is strong

58,012 Digital items
were checked out in
FY2020

| OR |

323% ABOVE THE STATE
AVERAGE FOR PEER
COMMUNITIES

Circulation is strong



2.2 ABOVE

THE STATE AVERAGE FOR FY2020
201,763 items or 22.62 items per
registered user

What the Library can do to improve...
Priority 1

REACT TO CHANGING COMMUNITY
NEEDS



**How to
Respond?**

- Improve access to the collection
- Reallocate collection areas in response to circulation patterns
- Develop a preparedness plan for future emergency events
- Engage the aging population

Priority 2

INCREASE COMMUNICATION REGARDING
LIBRARY PROGRAMS AND SERVICES



- Implement an Omnichannel marketing strategy.
- Continue feedback engagement for programs and services.

Priority 3

- Upgrade furniture and equipment that is nearing end of life conditions



LIBRARY SERVICE RECOMMENDATIONS

LIBRARY SERVICE RECOMMENDATIONS

Recommendation

Increase access to digital collections

The Colleyville Public Library has implemented various strategies to provide digital content to users. With the cloudLibrary and Press Reader, the Library has access to over 300,000 items. This access continues to change as publishers continue to update policies. The online survey feedback and user statistics indicate that using Amazon Kindle devices is strong in all communities. Currently, the cloudLibrary does not allow direct downloads to certain Amazon-type e-reader devices, which prevents some citizens from accessing digital content.

Additionally, the most popular items are typically checked out, as the cloudLibrary is shared between many communities, often leading to long wait times for access.

Goal The Colleyville Public Library should strive to achieve optimal access to digital items with balanced choices concerning funding and service providers.

Action Plan Step 1: Beginning in FY2023, increase budget allocation for digital content. Utilizing pay-per-use services can greatly benefit users, as funds are directly tied to user selected items.

Step 2: Beginning in FY2023, continue to evaluate online platforms for support of all e-Reader devices. The Overdrive platform currently supports most e-Reader devices; however, it is not part of the consortium. Publishers' policies are constantly changing, leading to other solutions which might become available over the next five years.

Recommendation

Streamline access to the collection

The number of items reserved (holds) has steadily increased over the past five years. This trend accelerated during the pandemic, with over half of survey users putting holds on items for pickup.

Goal The Colleyville Public Library should implement a remote locker for holds, allowing users to reserve an afterhours pick-up location.

Action Plan Option 1: Install a remote locker system in the Library breezeway.

Option 2: Evaluate other City owned properties for location of a remote locker system.

Recommendation**Reallocate collection areas**

Circulation of collections such as DVD's and CD's continues to diminish, as these items are no longer readily available for mainstream use. Streaming services have begun to replace this technology. Magazine use has also seen a drop in demand as publishers transition to digital circulation, reducing the number of titles available for selection.

Goal The planning team recommends the Library transition areas as collections reduce due to demand. These areas can be replaced by seating or expanding popular collections.

Action Plan Develop a plan for reduction of low use items and replacement with shelving and/or seating.

Recommendation**Engage the aging population**

The Colleyville community has a median age of 48.6, which is significantly higher than the 33.6 median age of Texas residents. The median age has increased from 40.0 in 2000 to 45.6 in 2013 and 48.6 in 2020. The Library should initiate programs and services to engage this segment of the population, as 50% of Library card holders are 50 years or older.

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

Action Plan The planning team recommends the Library implement several strategies to engage the aging population. Provide specialized programs focused on the specific needs of older adults, such as technology training (how to use the latest iPhone) or health care seminars. Extend core Library services to ensure they are accessible to older adults. Invest in infrastructure and staff development to prepare the facility and staff to react to the aging needs.

Recommendation **Develop an emergency response strategy**

Recent public health events highlighted the need for public libraries to adopt action plans for emergency events. The action plan should include protocols for dealing with health events, building systems failures, active shooters, natural disasters, etc. Developing a comprehensive action plan with suggested protocols and strategizes for staff and patron use of the Library facility will assist the Library with future emergency events.

Goal The Colleyville Public Library should adopt a strategic plan and recommendations for how to deal with any future emergency events.

Action Plan *Investigate current strategies on how public libraries react to emergency events. Develop a written plan which identifies policies, protocols and recommendations on how the Library should react to different situations. Coordinate the response plan with the City's Emergency Management Coordinator to align with city policies and protocols. Update the plan regularly to ensure the latest recommendations by emergency response experts are evaluated for implementation.*

Recommendation**Implement strategies to react to changing Technology needs**

Colleyville residents have access to computers and broadband internet at home. This home adoption has resulted in a reduced need to provide public computers at the Library but has increased demand for seating with power for users who bring their own devices for work, study, or research. Additionally, many Library users have jobs that allow work from home, and the Library can become a "third" place when the office and home are not meeting the needs for remote work. These remote workers require access to a variety of seating with power. Technology has improved to provide power solutions that do not require walls and floors to be modified. The Library should consider these solutions to enhance the environment for those users who bring devices.

Goal The Colleyville Public Library should strive to provide seating throughout the Library to accommodate patrons who bring devices with them for use. This will include providing various seating options, all with power available.

Action Plan Investigate battery powered charging stations which can be installed at tables or are mobile for use at lounge seating. Develop a plan to implement these systems and transition furniture with no power to a powered configuration.

Recommendation**Develop an Omnichannel Marketing Plan**

Omnichannel Library marketing is the practice of marketing across multiple platforms, including member e-mail, newsletter, apps, social media, flyers, and the Library's website. This approach provides a better member experience with connection on multiple digital endpoints.

Libraries will need to elevate their efforts to retain users as users embrace streaming options and virtual programming from competing institutions and services.

Library marketing departments will seek to automate and integrate all of their siloed and repetitive tasks, such as e-mail marketing, social media posting, and even event campaigns. This way, they can provide a targeted and tailored experience for their members.

Goal

The Colleyville Public Library should adopt a strategic Omnichannel Marketing Plan

Action Plan

The planning team recommends several steps to develop a comprehensive communications plan.

Step 1: Identify all marketing channels that shall be used to communicate programs and services, such as, Colleyville newsletters, Facebook, Twitter, e-mail, flyers, eNews, Colleyville Communicator, etc.

Step 2: *Develop a plan for use of these channels, identifying which provide the best opportunities for outreach.*

Step 3: *Integrate these siloed channels with automated tools to streamline the process and synchronize marketing across all key channels. Investigate third party software such as Monday or hubspot.com*

Step 4: *Invest in a database that provides feedback regarding members' behaviors. Utilizing predictive analytics and users' past engagement history will allow for a tailored approach to future programming and service suggestions.*

Recommendation**Develop a replacement plan for end of use furniture and equipment**

The Colleyville Public Library's existing furniture and equipment has been purchased over several years with original items nearing a 20 year lifespan. Due to public use, items should be evaluated for use, wear, and appropriateness for current needs. Development of a plan to replace items over a several year period will allow the Library to remain current and meet ever evolving needs.

Goal The Colleyville Public Library should develop a plan for replacement of furniture and equipment.

Action Plan

Step 1: Evaluate furniture and equipment. Identify items which are nearing end of life or are worn, damaged, or no longer meeting current needs.

Step 2: Develop a plan for replacement of items including a timeline and projected cost.

Step 3: Based on plan, replace items as required and continue to update the list on a periodic basis.



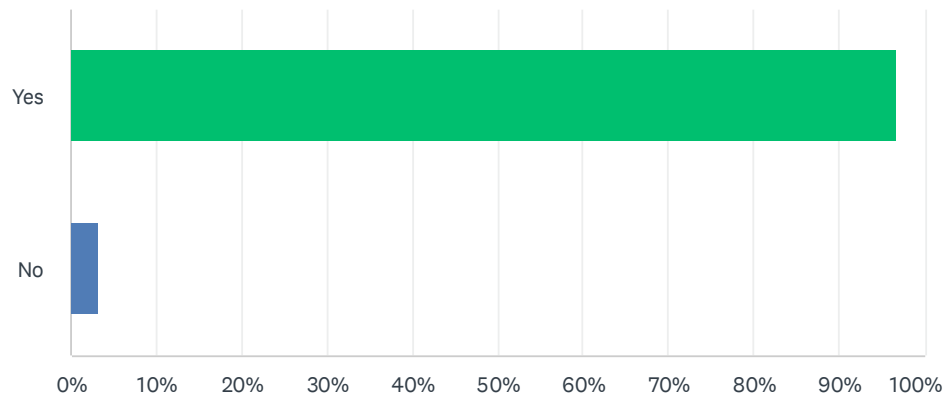
APPENDIX



SURVEY RESULTS

APPENDIX – ONLINE SURVEY RESULTS**Q1 Do you have a library card?**

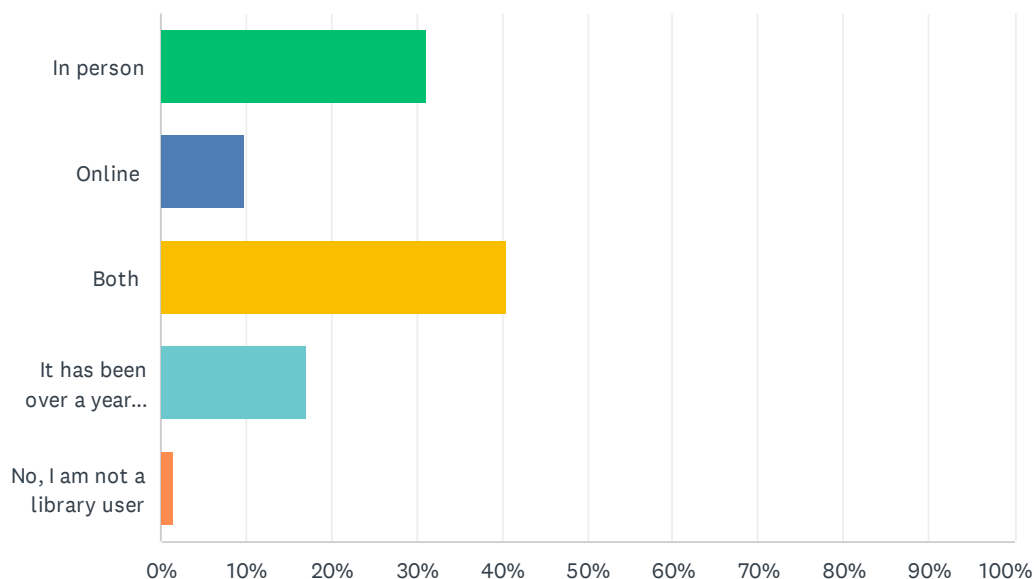
Answered: 1,455 Skipped: 10



ANSWER CHOICES	RESPONSES	
Yes	96.91%	1,410
No	3.09%	45
TOTAL		1,455

Q2 Have you used the Colleyville Public Library in the past year, in person or online?

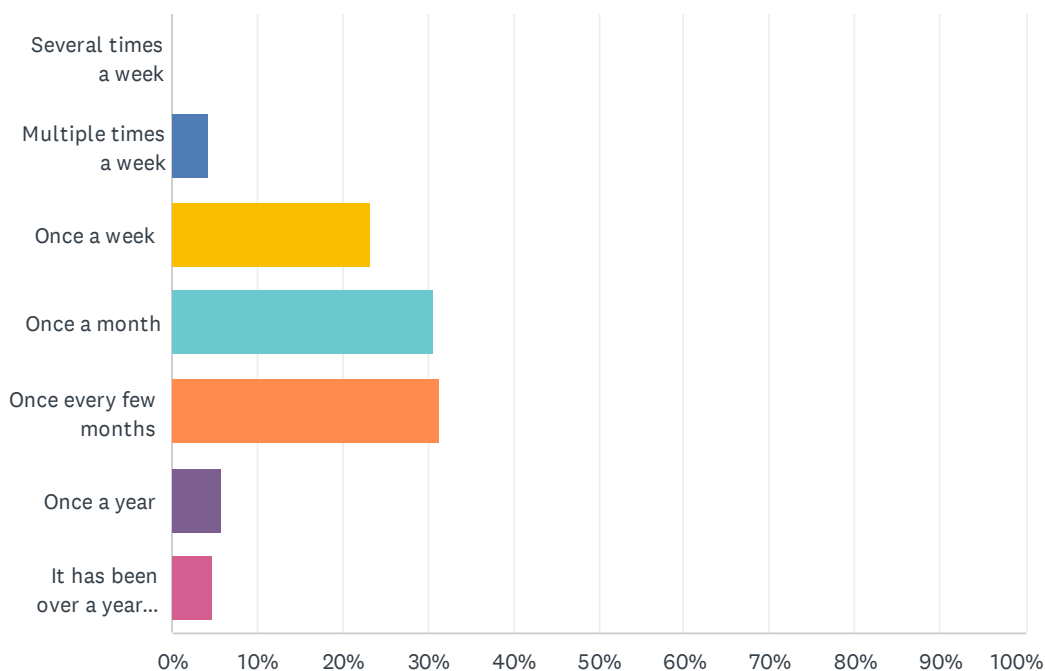
Answered: 1,462 Skipped: 3



ANSWER CHOICES	RESPONSES	
In person	31.12%	455
Online	9.85%	144
Both	40.56%	593
It has been over a year since I have visited the library, in person or online.	16.96%	248
No, I am not a library user	1.50%	22
TOTAL		1,462

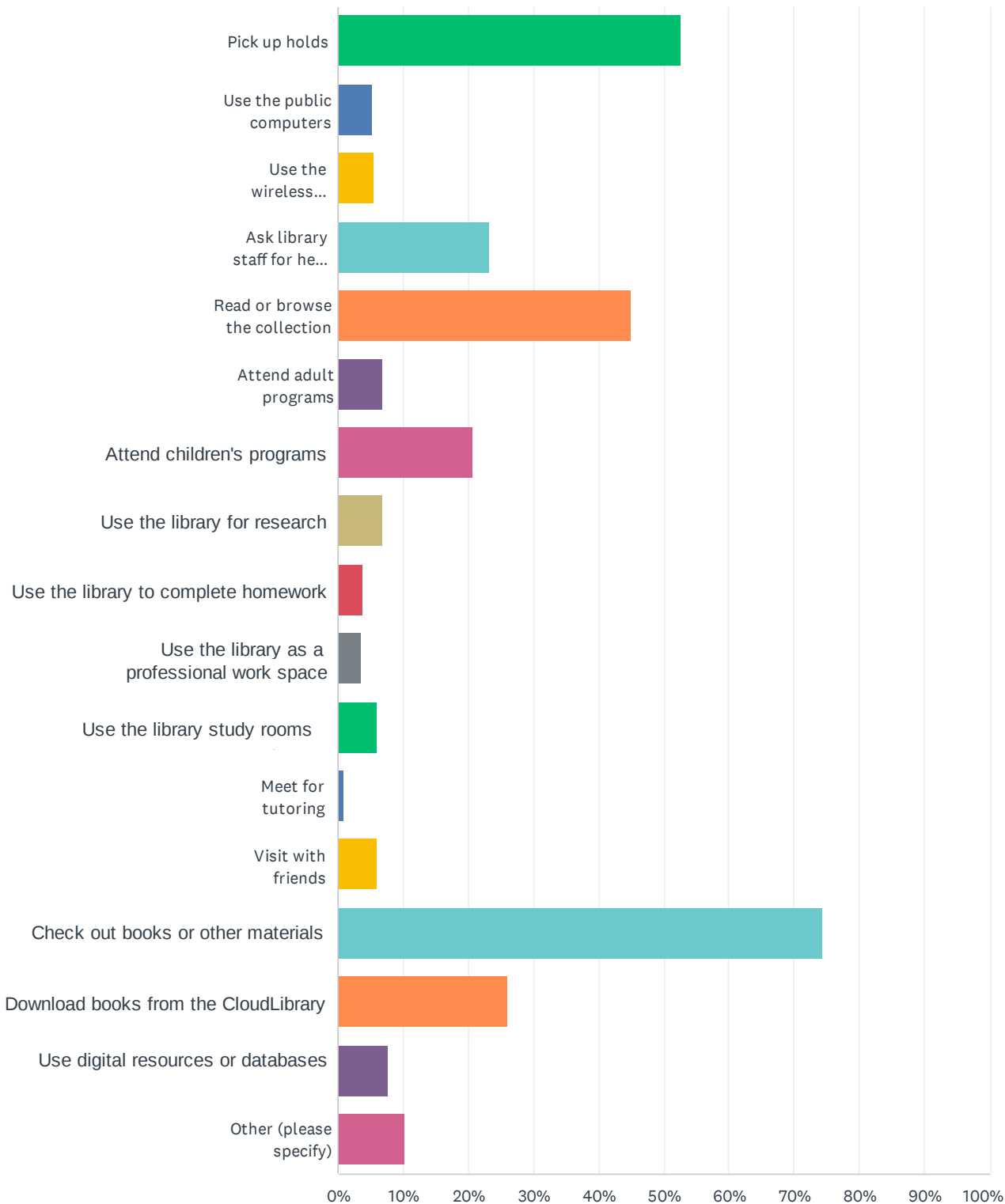
Q3 How often do you or a family member visit the Colleyville Public Library?

Answered: 1,147 Skipped: 318



ANSWER CHOICES	RESPONSES	
Several times a week	0.00%	0
Multiple times a week	4.36%	50
Once a week	23.28%	267
Once a month	30.69%	352
Once every few months	31.39%	360
Once a year	5.67%	65
It has been over a year since I have visited	4.62%	53
TOTAL		1,147

Q4 What do you typically do when you visit the library? (Please select all that apply)



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN 2023



ANSWER CHOICES	RESPONSES	
Pick up holds	52.71%	602
Use the public computers	5.43%	62
Use the wireless network	5.60%	64
Ask library staff for help to find materials	23.20%	265
Read or browse the collection	45.01%	514
Attend adult programs	6.74%	77
Attend children's programs	20.58%	235
Use the library for research	6.92%	79
Use the library to complete homework	3.77%	43
Use the library as a professional work space	3.59%	41
Use the library study rooms	6.04%	69
Meet for tutoring	0.88%	10
Visit with friends	5.95%	68
Check out books or other materials	74.52%	851
Download books from the CloudLibrary	25.92%	296
Use digital resources or databases	7.62%	87
Other (please specify)	10.33%	118
Total Respondents: 1,142		

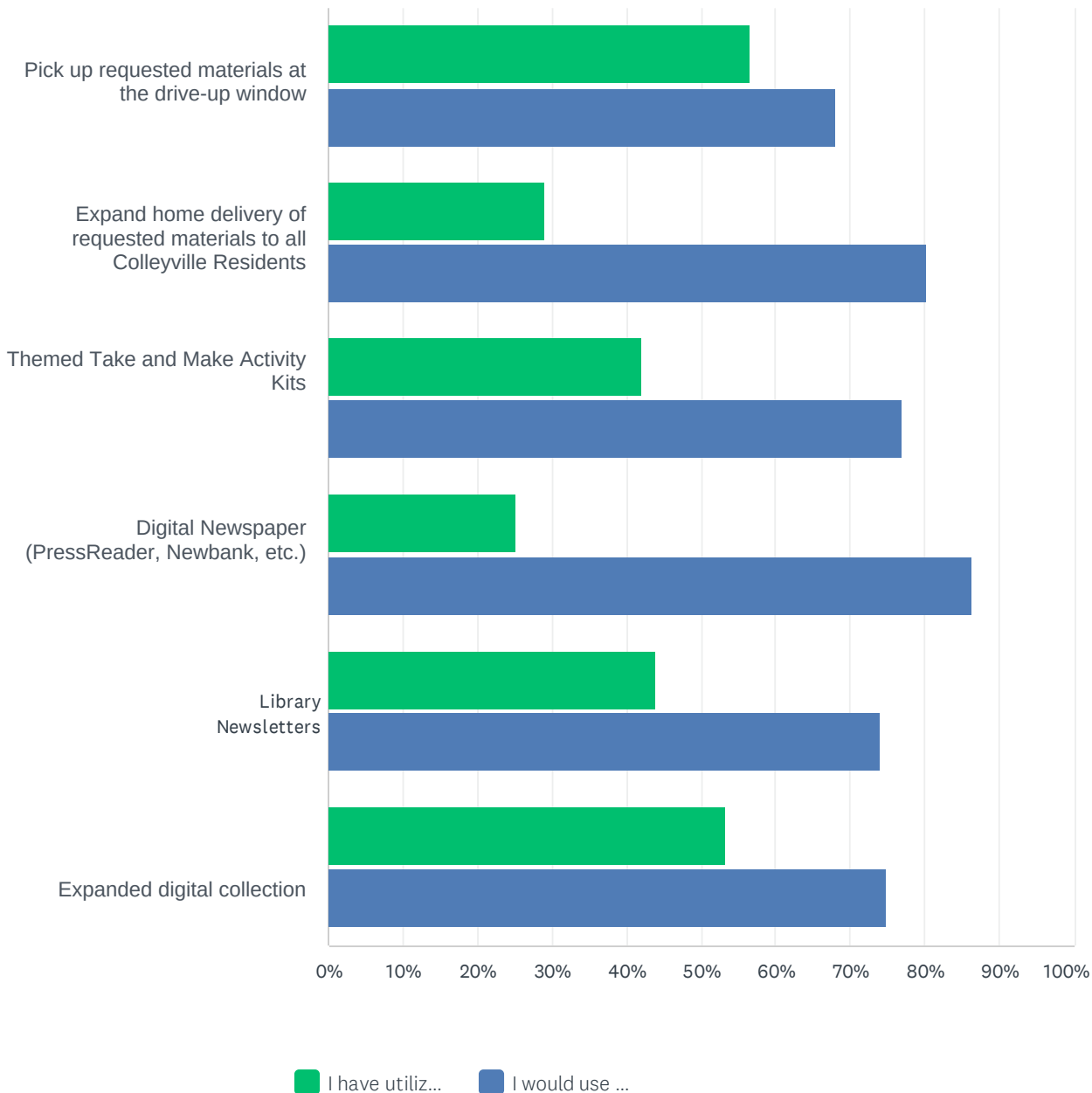
Q5 Is there a service or item you would like the library to add/provide which would better serve your needs?

Answered: 452 Skipped: 1,013



Q6 The library implemented several new strategies to accommodate library service due to COVID 19. Please tell us which of these new services you used and if you would like the library to continue providing them.

Answered: 1,006 Skipped: 459



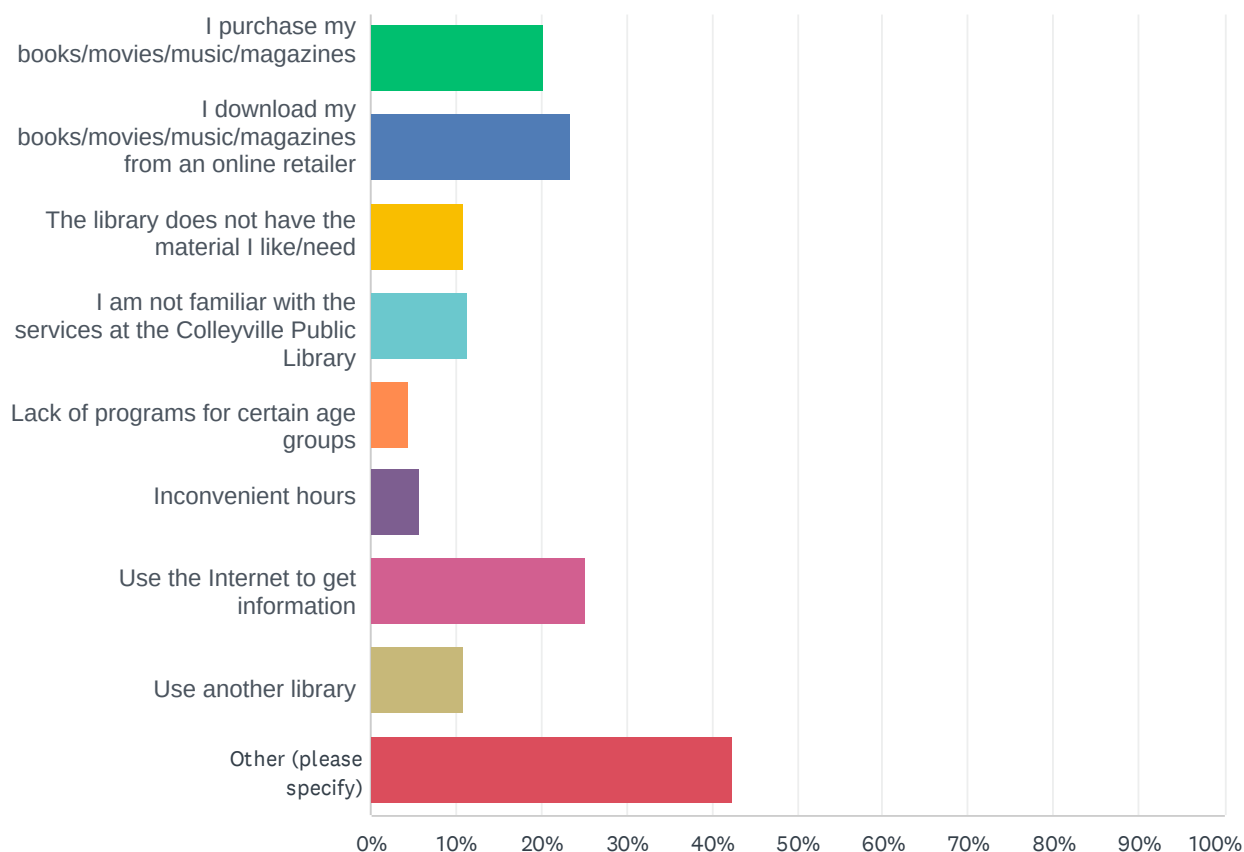
COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN 2023



	I HAVE UTILIZED THIS SERVICE IN THE PAST 15 MONTHS.	I WOULD USE THIS SERVICE IN THE FUTURE IF AVAILABLE	TOTAL RESPONDENTS
Pick up requested materials at the drive-up window	56.56% 418	67.93% 502	739
Expanded home delivery of requested materials to all Colleyville Residents	28.92% 107	80.27% 297	370
Themed Take and Make Activity Kits	41.92% 153	76.99% 281	365
Digital Newspapers (PressReader, Newsbank, etc.)	25.13% 94	86.36% 323	374
Library Newsletters	43.90% 169	74.03% 285	385
Expanded digital collection	53.32% 345	74.81% 484	647

Q7 If you have not used the Colleyville Public Library in a while, please tell us why. (Please select all that apply)

Answered: 465 Skipped: 1,000



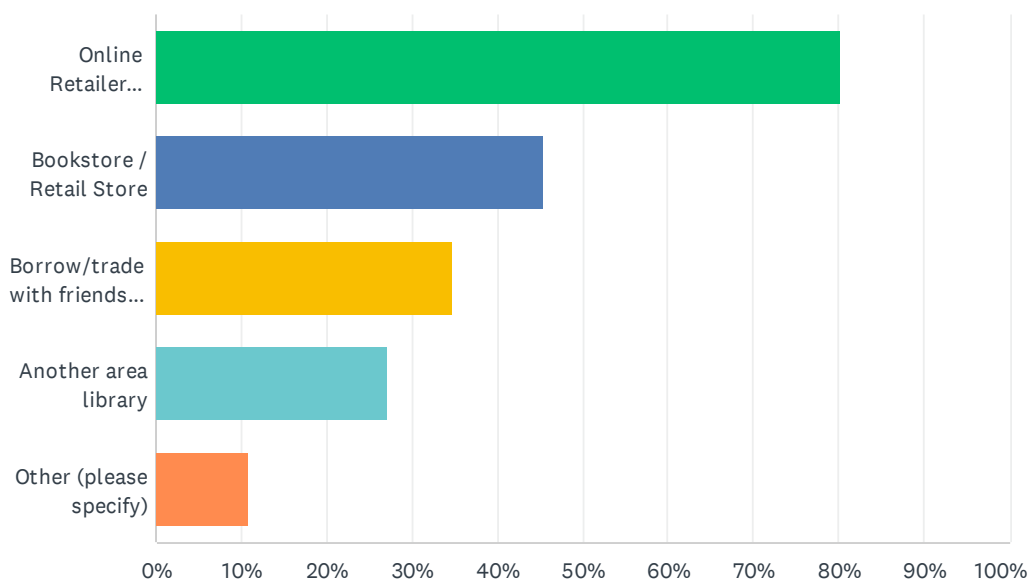
ANSWER CHOICES	RESPONSES	
I purchase my books/movies/music/magazines.	20.22%	94
I download my books/movies/music/magazines from an online retailer	23.44%	109
The library does not have the material I like/need	10.97%	51
I am not familiar with the services at the Colleyville Public Library	11.40%	53
Lack of programs for certain age groups	4.52%	21
Inconvenient hours	5.81%	27
Use the internet to get information	25.16%	117
Use another library	10.97%	51
Other (please specify)	42.37%	197
Total Respondents: 465		

Answered: 238 Skipped: 1,227



Q9 What other sources do you use when looking for books, movies, or music? (Please select all that apply)

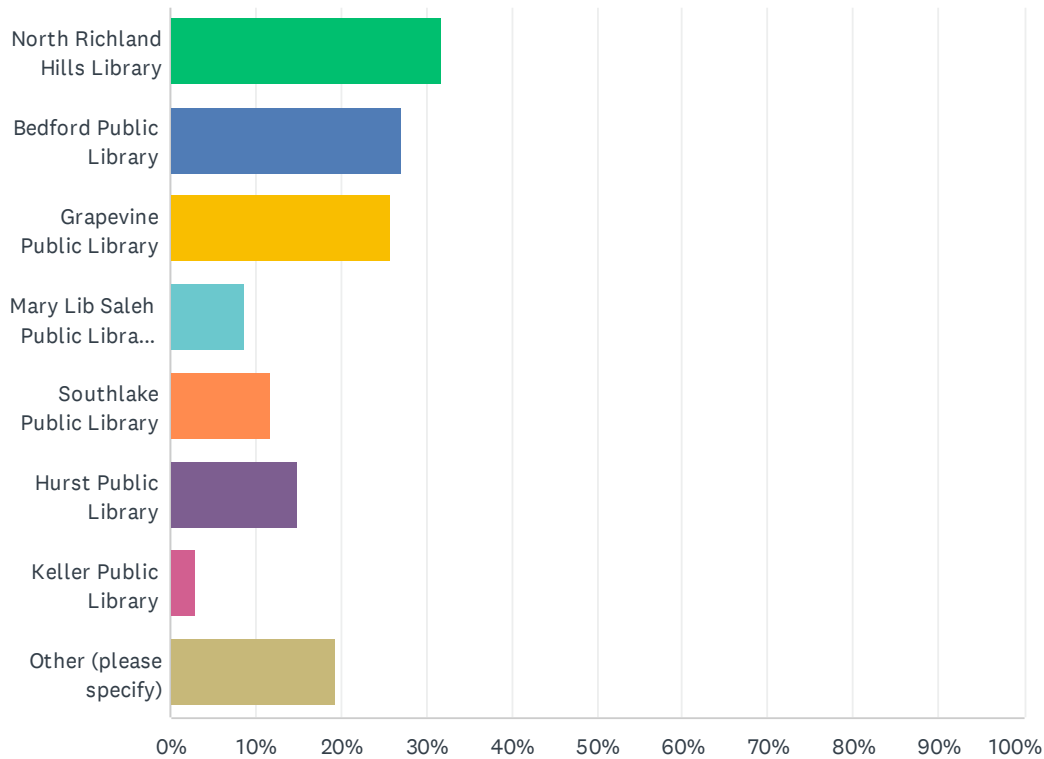
Answered: 1,315 Skipped: 150



ANSWER CHOICES	RESPONSES	
Online Retailer (Amazon, iTunes, etc...)	80.08%	1,053
Bookstore / Retail Store	45.40%	597
Borrow/trade with friends and family	34.83%	458
Another area library	27.07%	356
Other (please specify)	10.95%	144
Total Respondents: 1,315		

Q10 If you use other libraries in the area, which ones do you use?

Answered: 611 Skipped: 854



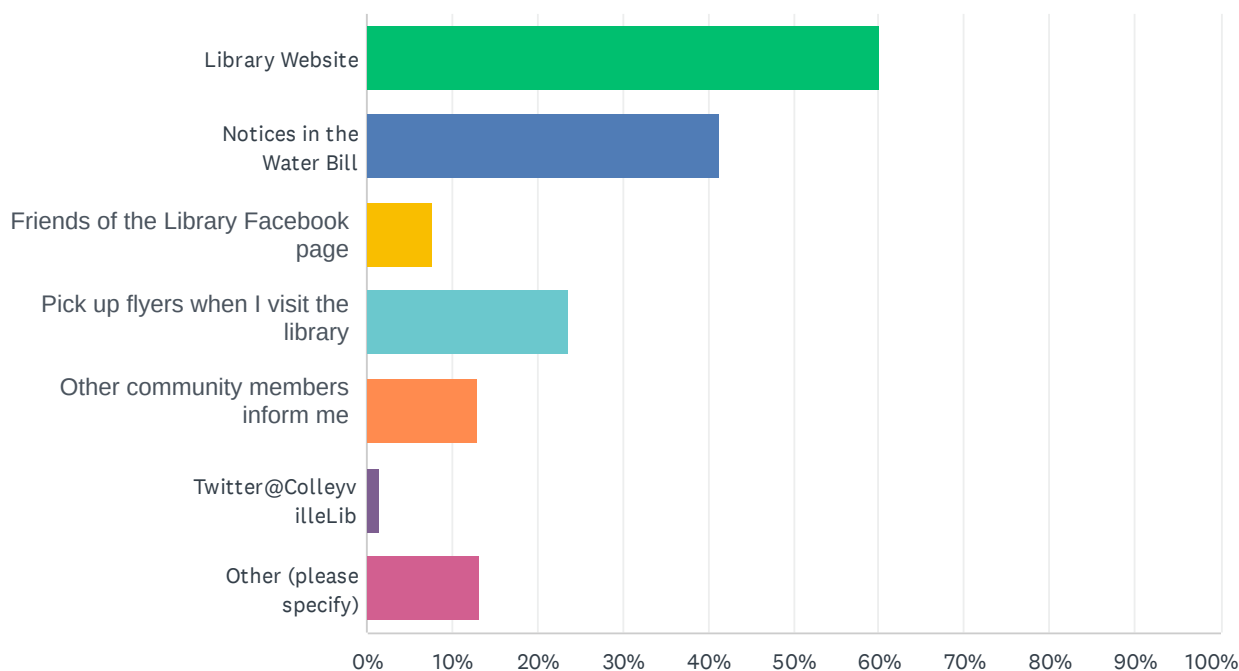
ANSWER CHOICES	RESPONSES	
North Richland Hills Library	31.75%	194
Bedford Public Library	27.17%	166
Grapevine Public Library	25.86%	158
Mary Lib Saleh Public Library, Euless	8.84%	54
Southlake Public Library	11.78%	72
Hurst Public Library	14.89%	91
Keller Public Library	2.95%	18
Other (please specify)	19.48%	119
Total Respondents: 611		

Answered: 512 Skipped: 953



Q12 How do you learn about Colleyville Library Programs and Services? (Please select all that apply)

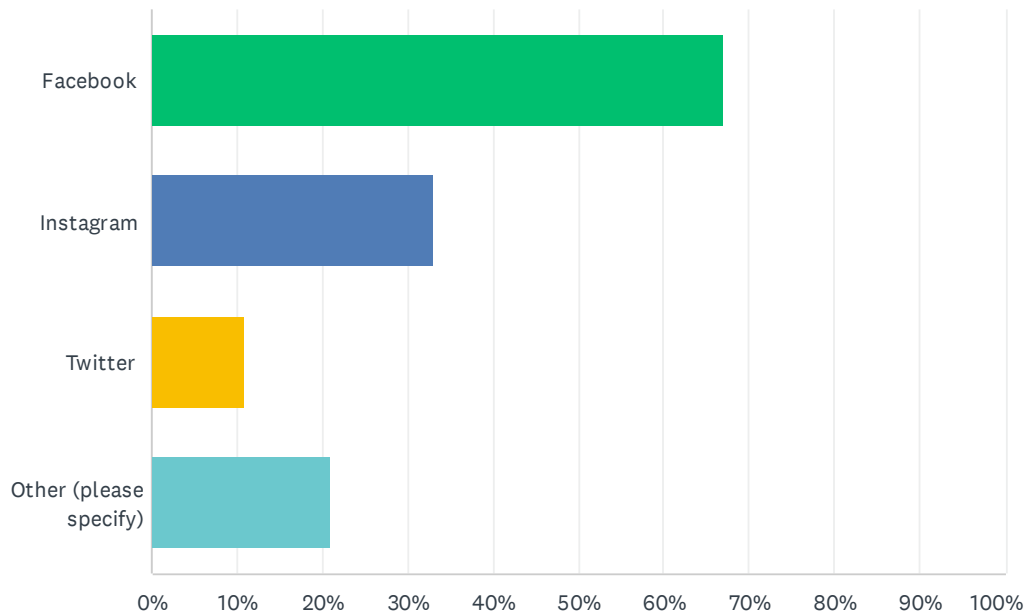
Answered: 1,271 Skipped: 194



ANSWER CHOICES	RESPONSES	
Library Website	60.11%	764
Notices in the Water Bill	41.38%	526
Friends of the Library Facebook page	7.71%	98
Pick up flyers when I visit the library	23.60%	300
Other community members inform me	12.90%	164
Twitter@ColleyvilleLib	1.57%	20
Other (please specify)	13.14%	167
Total Respondents: 1,271		

Q13 What are your preferred social media platforms? (Please select all that apply)

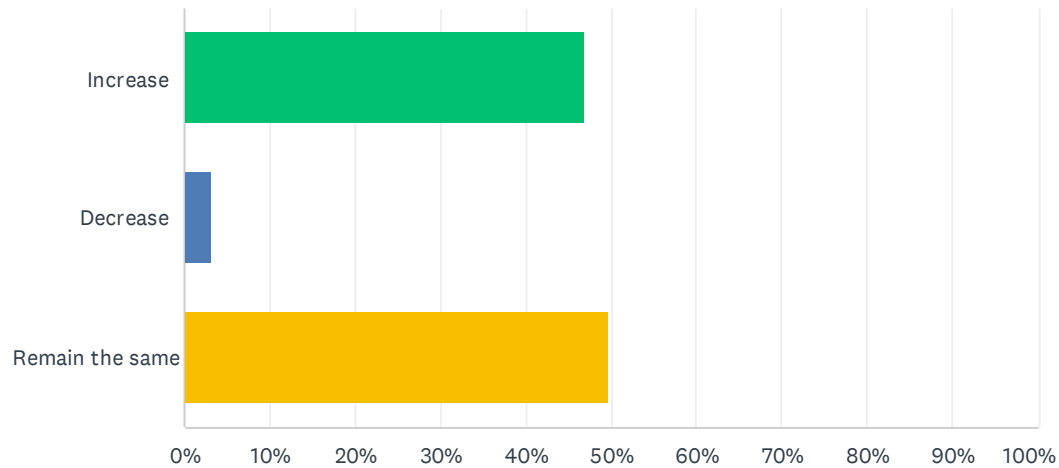
Answered: 1,161 Skipped: 304



ANSWER CHOICES	RESPONSES	
Facebook	67.01%	778
Instagram	32.99%	383
Twitter	10.85%	126
Other (please specify)	20.84%	242
Total Respondents: 1,161		

Q14 Over the next five years, do you expect your use of the Colleyville Public Library to increase, decrease, or remain the same?

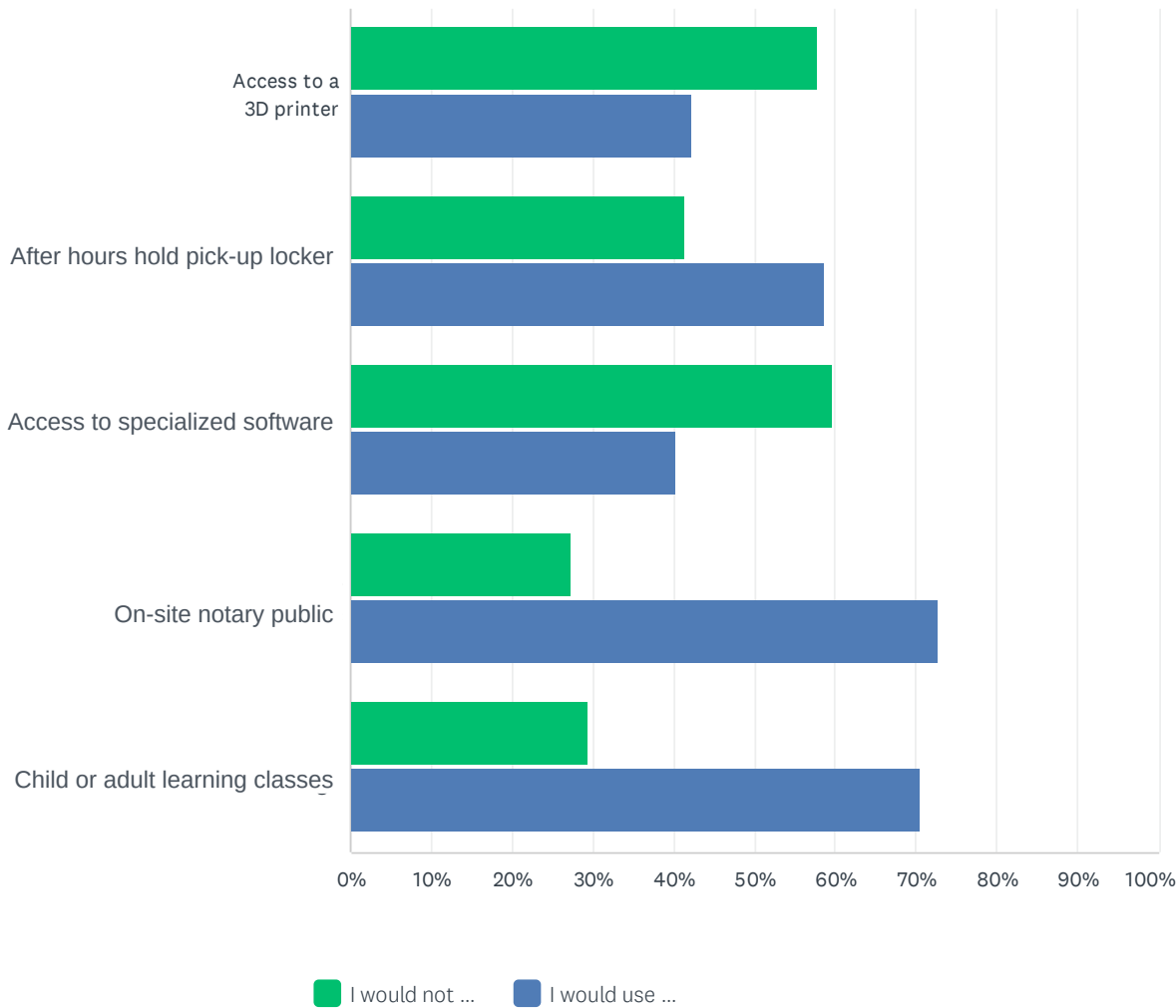
Answered: 1,351 Skipped: 114



ANSWER CHOICES	RESPONSES	
Increase	47.00%	635
Decrease	3.26%	44
Remain the same	49.74%	672
TOTAL		1,351

Q15 Which of the following new programs and services would you like to see the Colleyville Library offer?

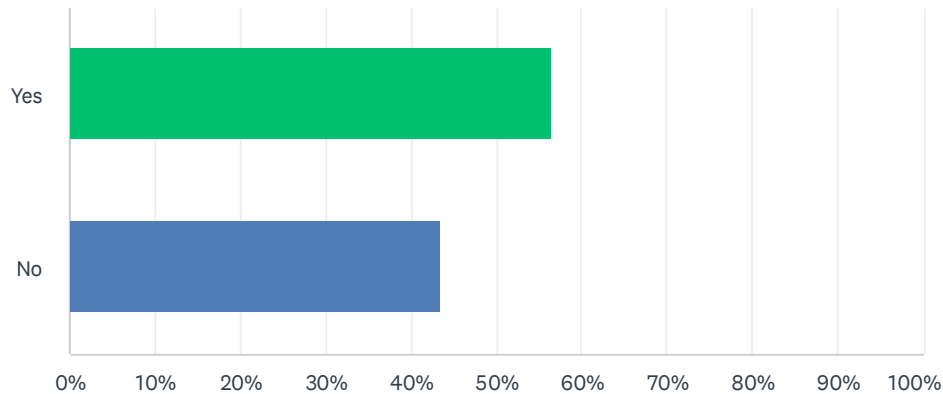
Answered: 1,284 Skipped: 181



	I WOULD NOT USE THIS PROGRAM/SERVICE	I WOULD USE THIS PROGRAM/SERVICE	TOTAL
Access to a 3D printer	57.84% 627	42.16% 457	1,084
After hours hold pick-up locker	41.34% 458	58.66% 650	1,108
Access to specialized software (e.g. Graphic Editing Software, Video Editing Software, 3D Modeling Software, etc.)	59.65% 621	40.35% 420	1,041
On-site notary public	27.27% 321	72.73% 856	1,177
Child or adult learning classes on science, art, computers, etc...	29.52% 335	70.48% 800	1,135

Q16 Would you be interested in the library offering non-traditional items for use (engraver, laminator, label maker, etc.)?

Answered: 1,270 Skipped: 195

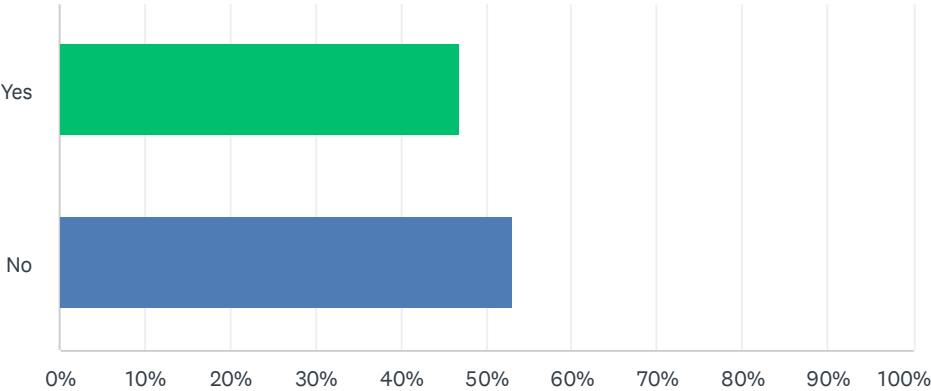


ANSWER CHOICES	RESPONSES	
Yes	56.46%	717
No	43.54%	553
TOTAL		1,270



Q17 Would you be interested in the library hosting Maker Days?

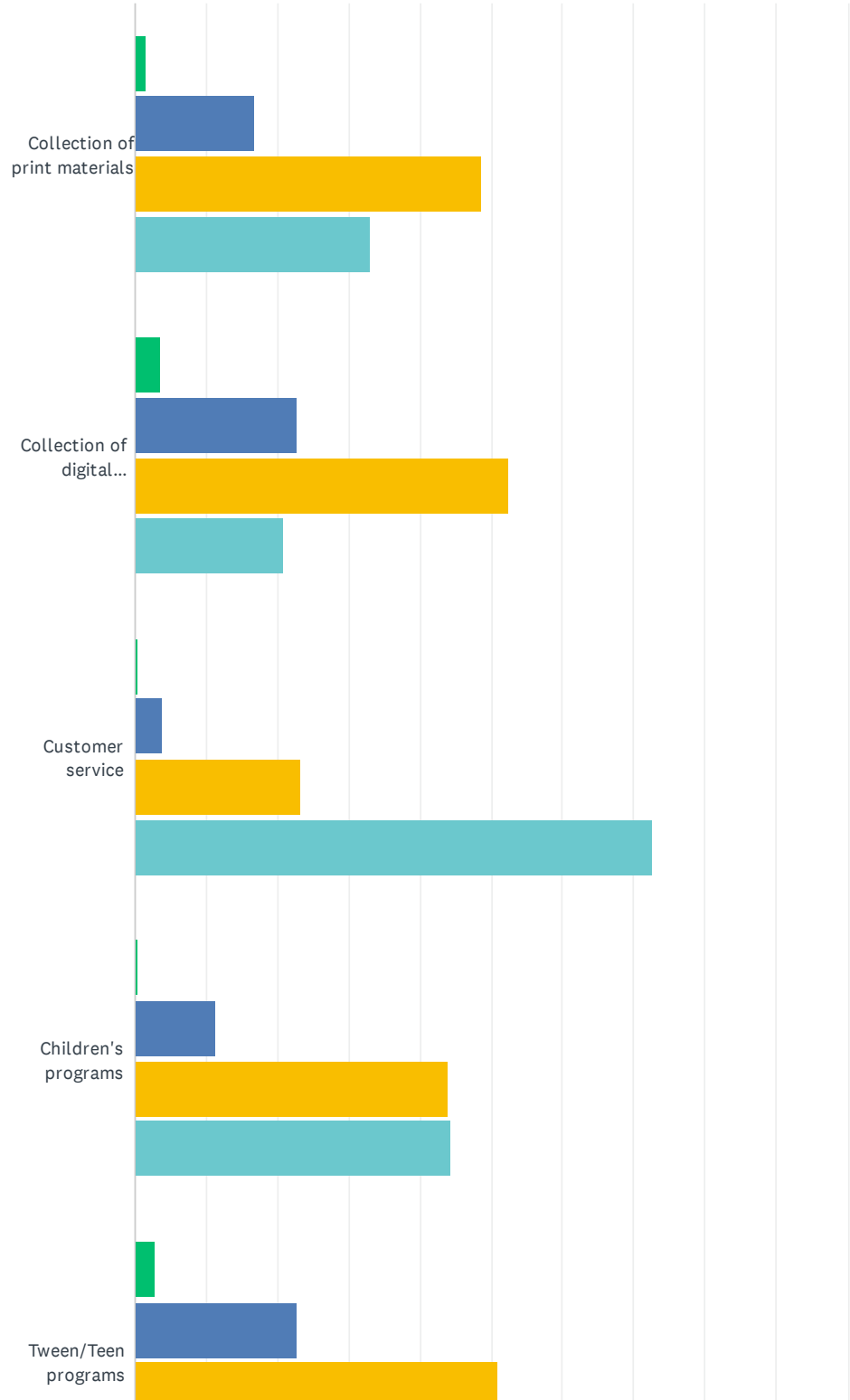
Answered: 1,211 Skipped: 254



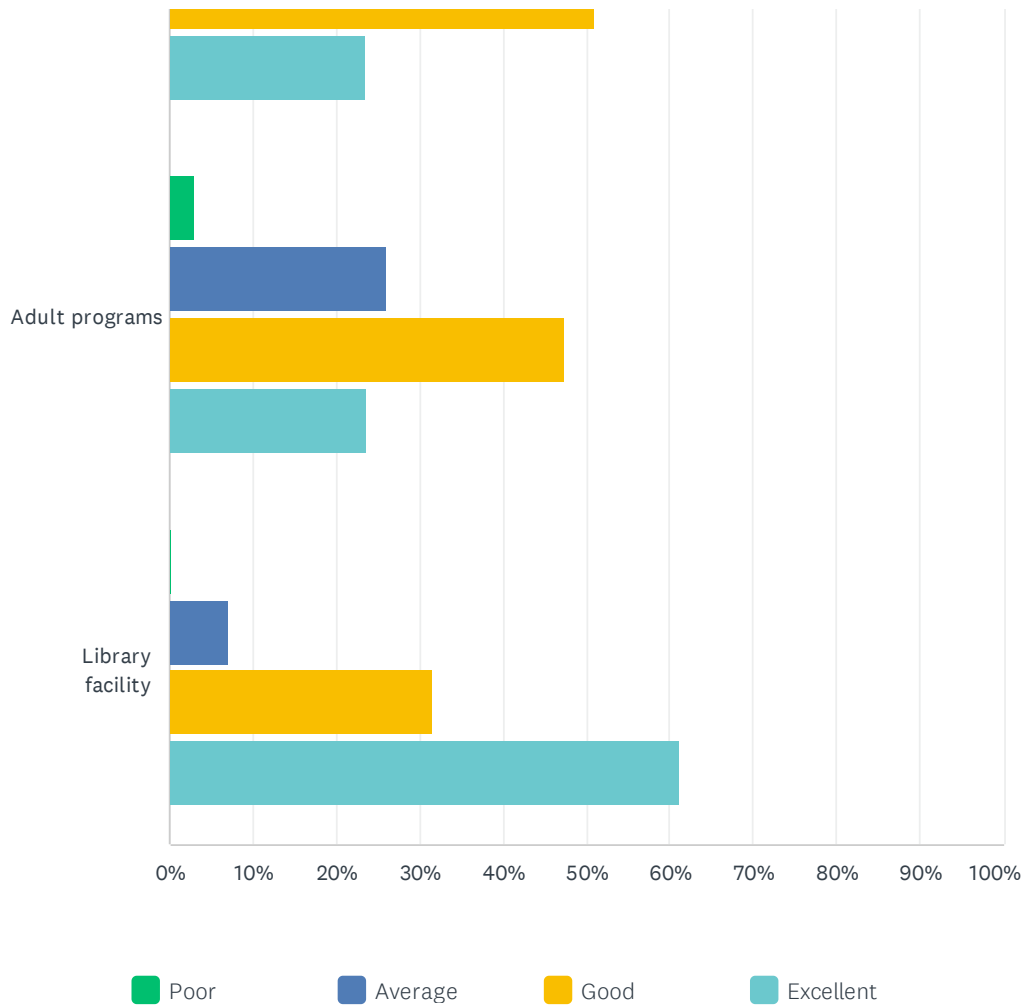
ANSWER CHOICES	RESPONSES	
Yes	46.90%	568
No	53.10%	643
TOTAL		1,211

Q18 How would you rate the library's current services?

Answered: 1,333 Skipped: 132



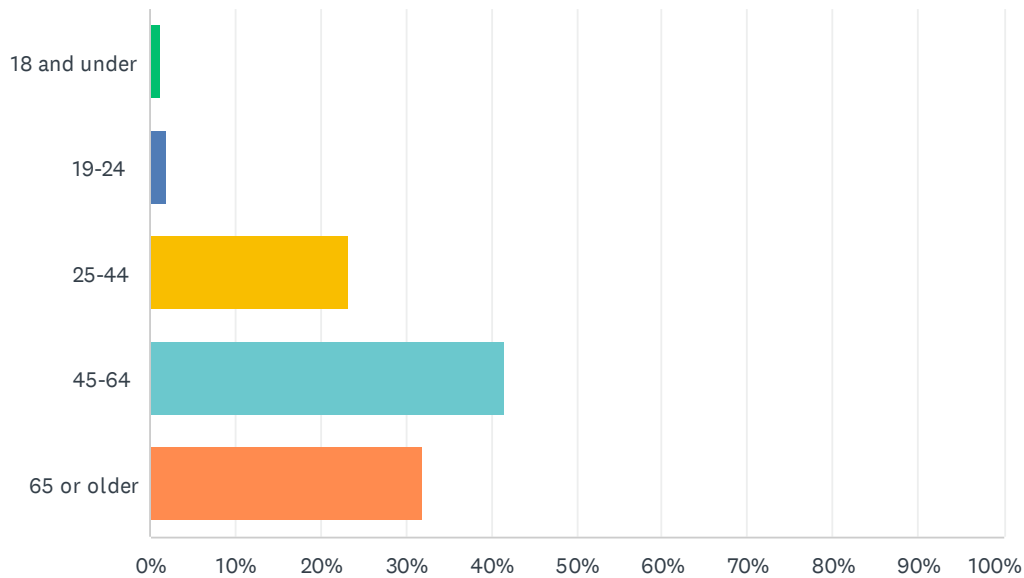
COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN 2023



	POOR	AVERAGE	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
Collection of print materials	1.48% 19	16.87% 217	48.60% 625	33.05% 425	1,286	3.13
Collection of digital materials	3.60% 41	22.85% 260	52.55% 598	21.00% 239	1,138	2.91
Customer service	0.38% 5	3.83% 50	23.14% 302	72.64% 948	1,305	3.68
Children's programs	0.44% 4	11.28% 103	43.92% 401	44.36% 405	913	3.32
Tween/Teen programs	2.71% 20	22.80% 168	51.02% 376	23.47% 173	737	2.95
Adult programs	3.02% 27	26.06% 233	47.32% 423	23.60% 211	894	2.91
Library facility	0.16% 2	6.97% 89	31.58% 403	61.29% 782	1,276	3.54

Q19 What category does your age fall into?

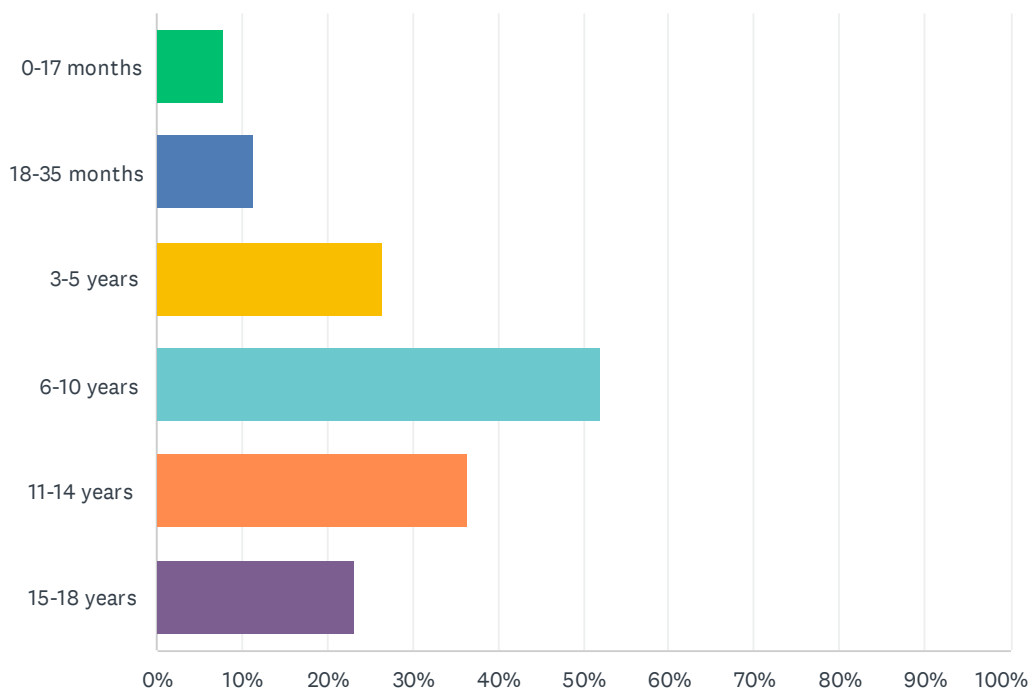
Answered: 1,352 Skipped: 113



ANSWER CHOICES	RESPONSES	
18 and under	1.33%	18
19-24	1.85%	25
25-44	23.22%	314
45-64	41.57%	562
65 or older	32.03%	433
TOTAL		1,352

Q20 If you have children who use the library, what category do their ages fall into? (Please select all that apply)

Answered: 593 Skipped: 872

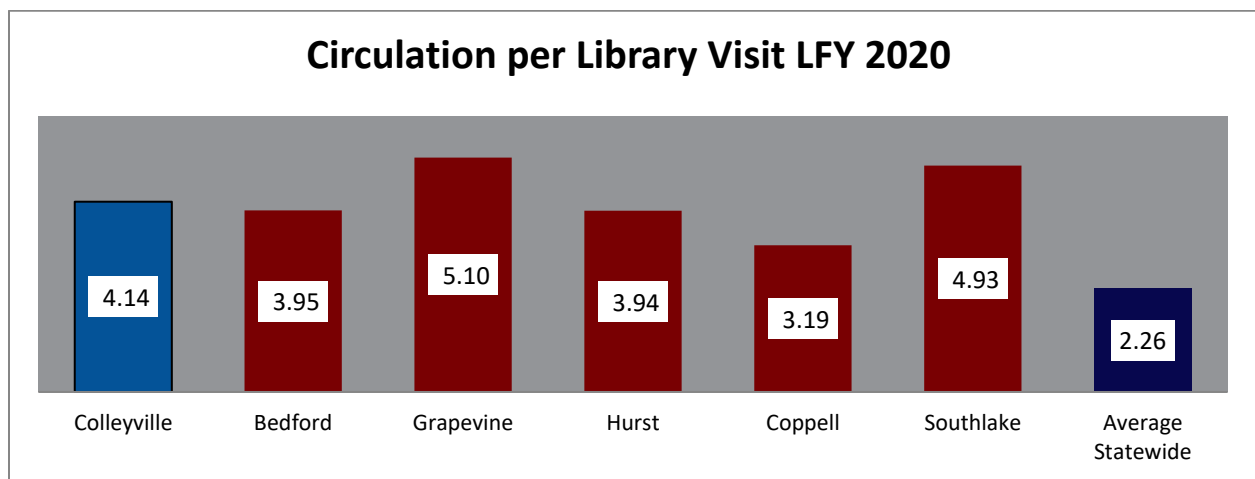
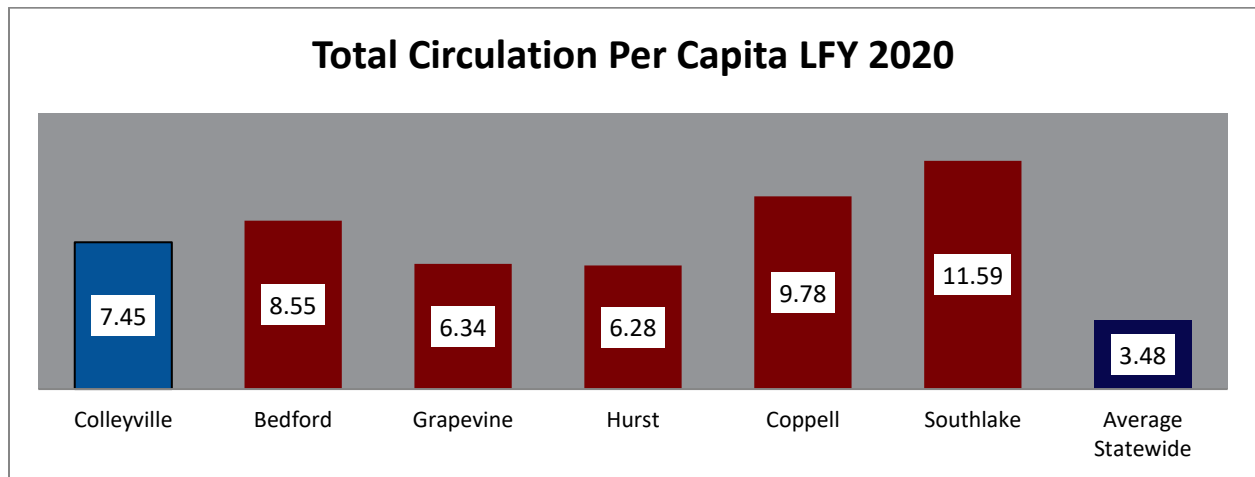


ANSWER CHOICES	RESPONSES	
0-17 months	7.93%	47
18-35 months	11.30%	67
3-5 years	26.48%	157
6-10 years	52.11%	309
11-14 years	36.42%	216
15-18 years	23.27%	138
Total Respondents: 593		

Answered: 269 Skipped: 1,196

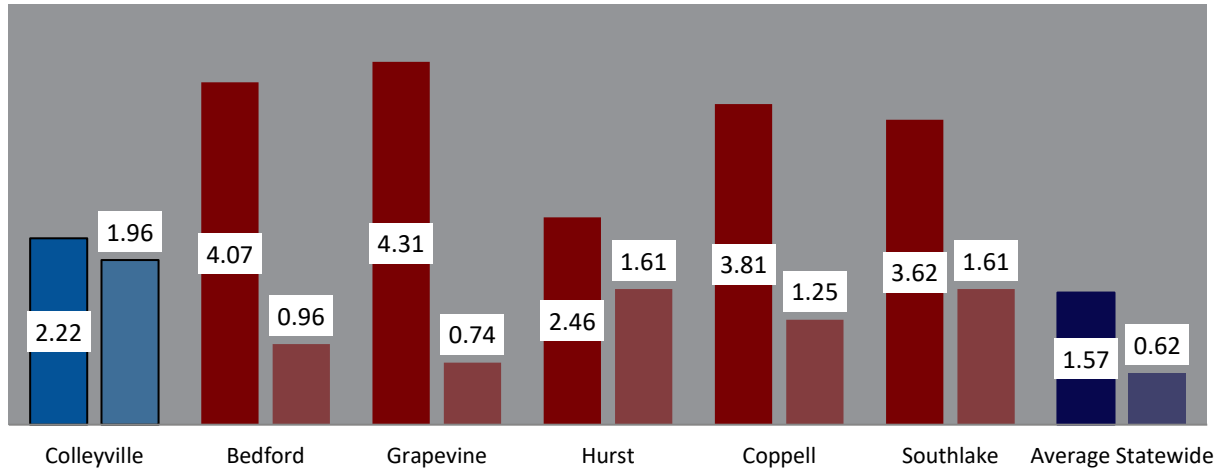


APPENDIX – PEER LIBRARY ANALYSIS



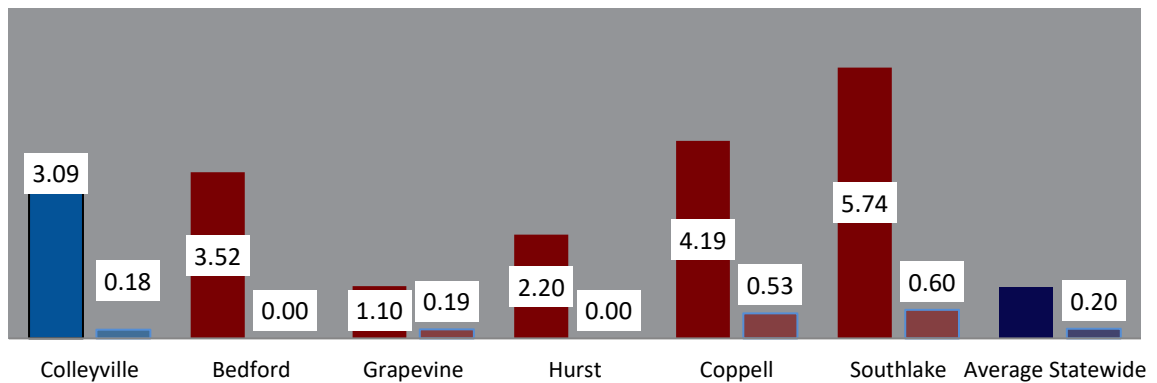
Adult Circulation Per Capita Digital and Physical LFY 2020

■ Physical ■ Digital

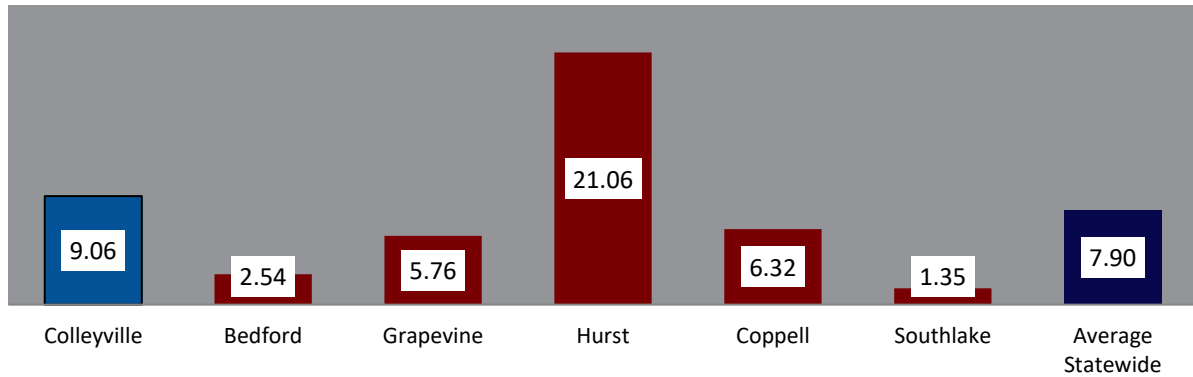


Children's Circulation Per Capita Digital and Physical LFY 2020

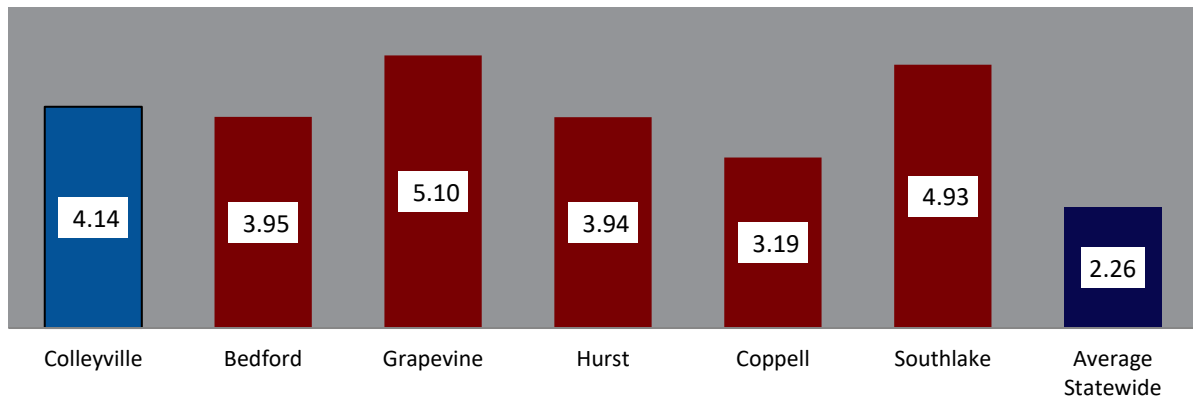
■ Physical ■ Digital

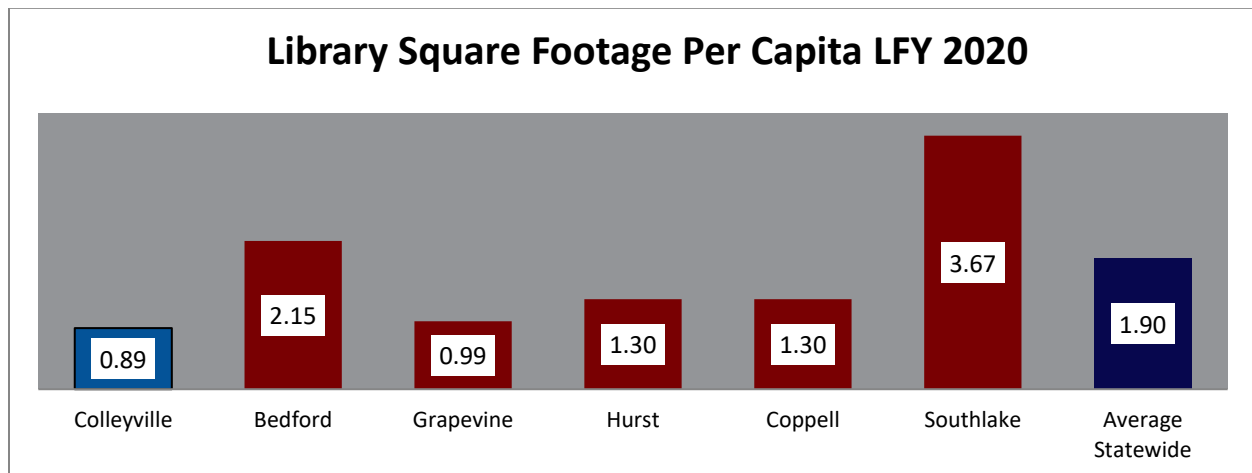
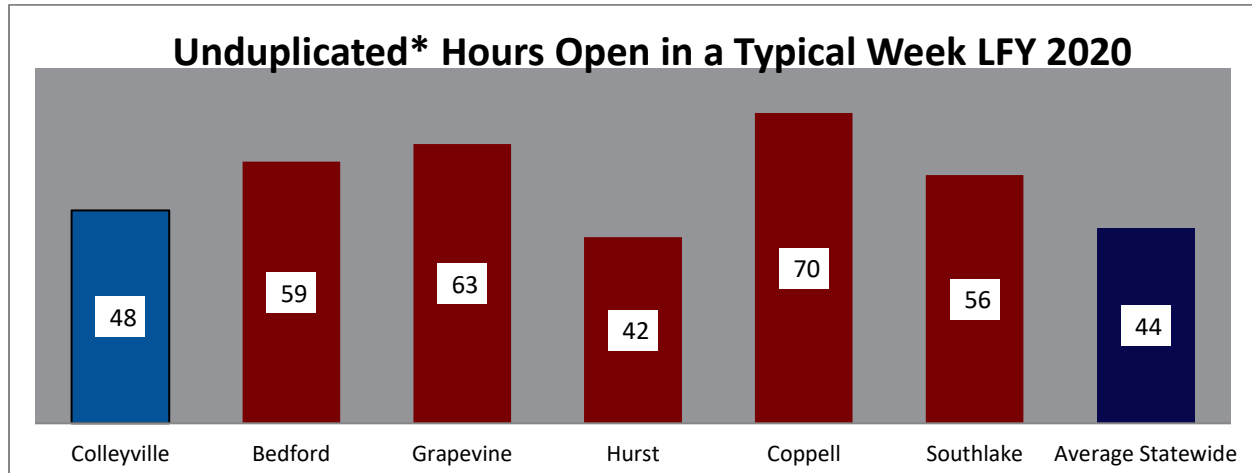


Collection-Items Per Capita LFY 2020



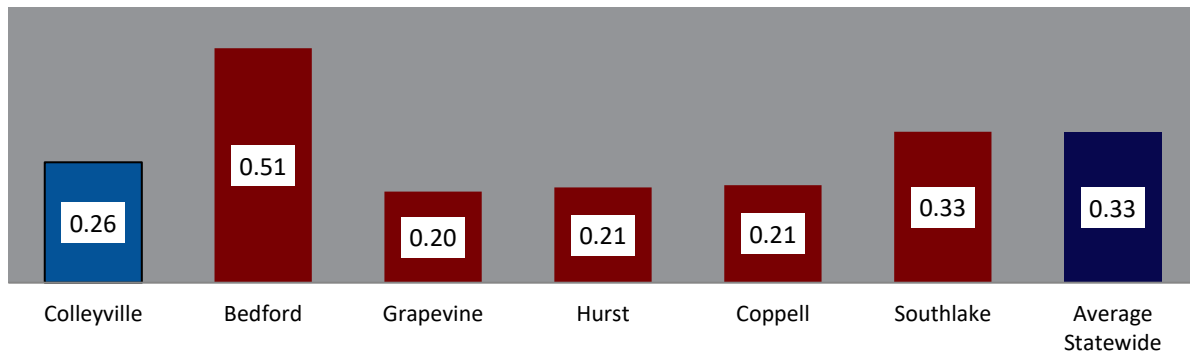
Circulation per Library Visit LFY 2020



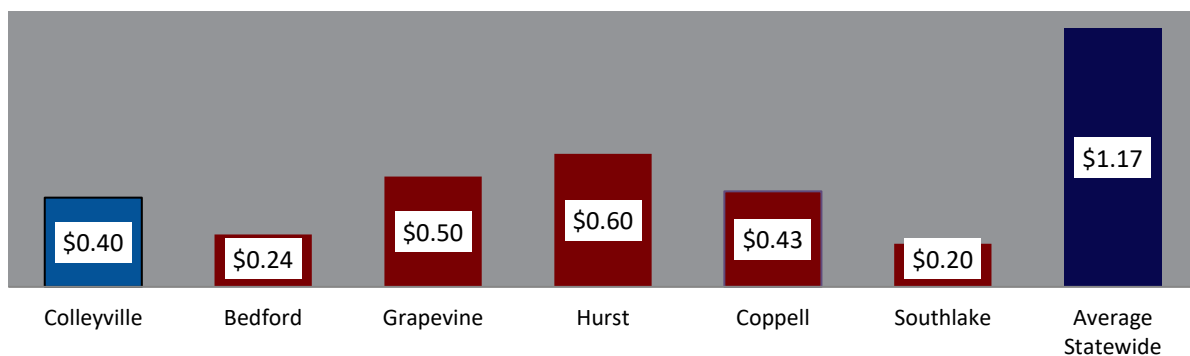


<i>Total Circulation</i>	7.45 items/capita	2.4 Times above the state average
<i>Library Visits</i>	1.80 visits/capita	21% above peer libraries of similar size
<i>Digital Circulation</i>	1.96 items/capita	3.2 Times above the state average
<i>Physical Circulation</i>	4.14 items/capita	2.2 Times above the state average

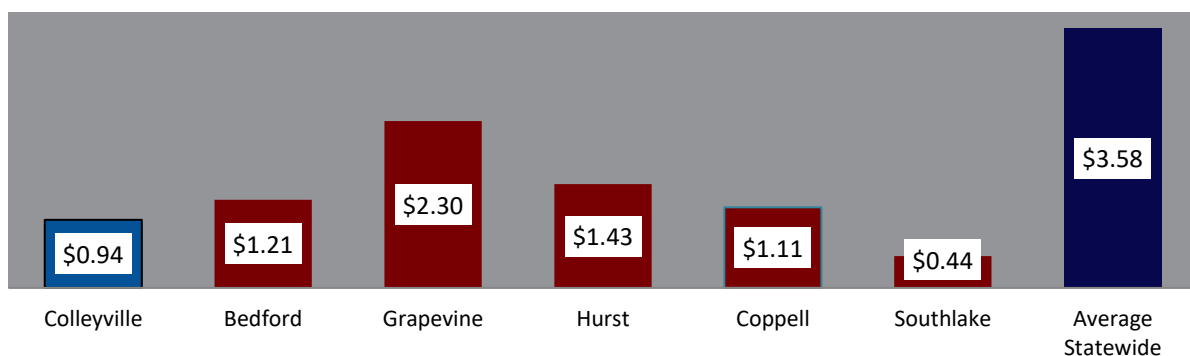
Program Attendance Per Capita LFY 2020



Physical Material Expenditure per Circulation LFY 2020



Digital Material Expenditure per Circulation LFY 2020





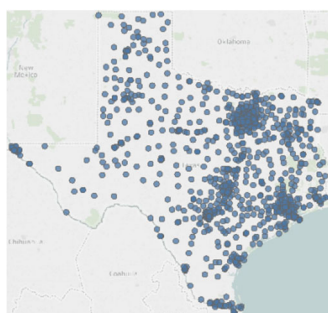
TexShare Value Report

Colleyville Public Library

Colleyville, TX | Report date: October 2022

About TexShare

TexShare is a consortium of Texas libraries joining together to share print and electronic materials, purchase online resources, and leverage local support and expertise for the benefit of all Texans. TexShare programs are funded in part by a grant from the US Institute of Museum and Library Services to the Texas State Library and Archives Commission.



Did You Know?

TexShare was founded in 1988 by 53 public colleges and universities. Independent colleges and universities and community colleges joined in 1997, public libraries in 1999, and libraries of clinical medicine in 2001.

TexShare Consortium Members, State FY 2022

	TexShare Members	Card Program	Databases Program
Academic Libraries:	146	131	139
Medical Libraries:	15	9	15
Public Libraries:	504	355	443
TOTAL	665	495	597

Retail Cost of TexShare Databases if purchased separately by your library
\$109,692

(Sum of 2022 vendor-provided full retail prices without TexShare discount)

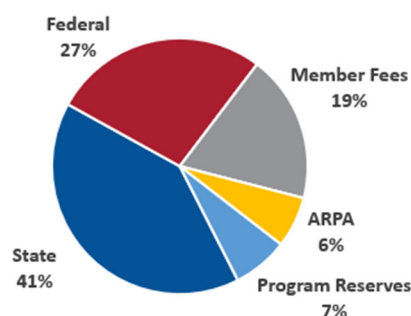
Your Library's FY 23 TexShare Fee
\$1,252

TexShare Databases Program

The TexShare Databases Program allows libraries to provide authoritative and ad-free electronic articles, books, tutorials, and other resources to their patrons 24/7. The TexShare Databases are licensed for the exclusive use of TexShare libraries and their patrons.

Resources included in the TexShare Databases Program provide broad coverage in the areas of business, literature, science, health and medicine, genealogy, and job and career development.

TexShare Databases Program Funding FY22



Other Resource Sharing Programs

TexShare Cards provide library patrons with the privilege of visiting 495 public, academic, and medical libraries throughout the State of Texas to borrow books and other physical materials not available at their home libraries. In FY 2021 (the last full year for which data are available), nearly 10,000 patrons used the TexShare Card Program to borrow more than 230,000 items from participating libraries.

The TexShare Card program complements traditional Inter-Library Loan. The Texas State Library and Archives Commission's Navigator ILL program for public libraries supplied more than 156,000 books, articles, and other items to Texas library patrons in FY 2021.

Participation Summary (FY 2022)

TexShare Databases	Yes
TexShare Card Program	Yes
TExpress Subsidy	Yes



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c

Agenda Date 3/21/2023

Number Resolution R-23-4826

Type Resolution

Department Library

Title

Approval of a purchase with Bibliotheca, LLC, for upgraded equipment and software for the Colleyville Public Library's Automated Materials Handling (AMH) systems, in an amount not to exceed \$117,630.96, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The Colleyville Public Library strives to provide user friendly technological solutions which help staff, workflow, data analytics, and the overall citizen experience. The Library currently contracts with Bibliotheca for the Library's induction equipment and software and has established a good working relationship with its local service team. With the implementation of Bibliotheca's upgraded equipment and software, Library patrons will be able to enjoy an enhanced user interface which utilizes the quickConnect induction platform the public is already accustomed to using.

The upgraded equipment and software will replace the Library's two existing AMH systems, one external materials return for the drive-up window, purchased in 2011, and one internal materials return, purchased in 2012.

Bibliotheca's updated platform is a propriety technology service which qualifies for sole source purchasing in conformance with the City's Purchasing Manual. Upgrading the current equipment and software through Bibliotheca will allow for a smooth transition for both staff and Library patrons.

Financial Impact

The funding source for this purchase is from the Colleyville Economic Development Corporation (CEDC) Fund.

Recommendation

Approve

Attachments

1. Colleyville Public Library - Bibliotheca Purchase Document



Colleyville Public Library

Bibliotheca flex AMH Capital Purchase

3-14-23

Valid until May 1, 2023.

Partners in creating the best for your library

You need a knowledgeable partner to help navigate your technology purchase and assist in a smooth implementation. The Bibliotheca team will take a consultative approach to your project. We take the time to learn about your goals and your unique library and community.

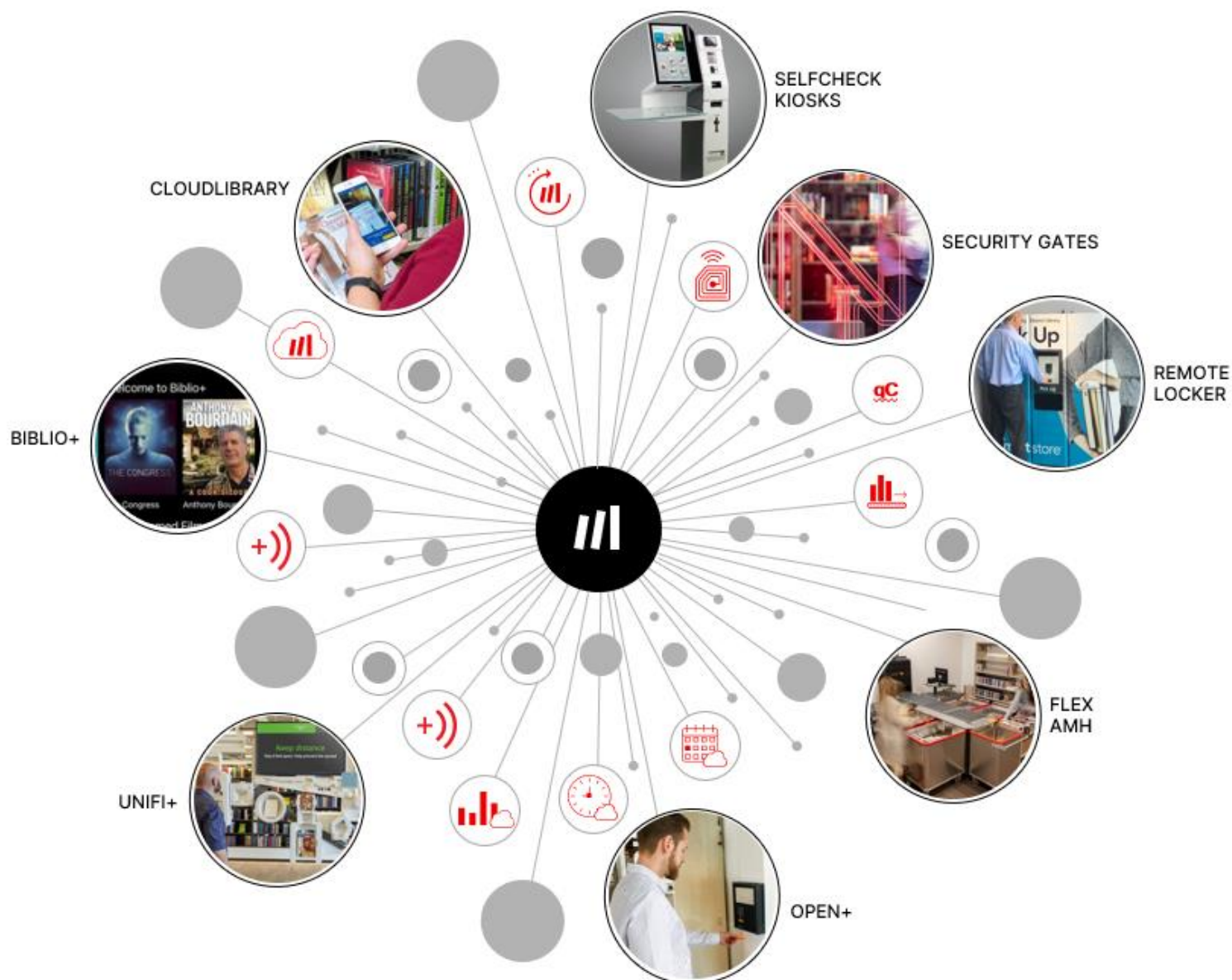
Bibliotheca provides intuitive solutions and expert guidance. We keep you informed about new technologies and help you find the right fit. For 50 years Bibliotheca has worked exclusively with libraries. We are proud of the many innovations we've brought to libraries in partnership with cutting-edge, technology-minded customers around the world. We partner with more than 30,000 unique libraries, helping them evolve their services and connect with their communities.

- **We love libraries.** As degreed librarians and avid library users, we understand not only the unique management challenges that libraries face, but also what the future of library service will demand.
- **Robust technology.** Libraries are competing with the best in consumer technologies and can't afford to stick with the status quo. At Bibliotheca, we aren't just keeping up with the times, we're inventing the future.
- **Best after-sales support.** Our commitment to service begins when the product is designed and manufactured. No matter where you are, we've got a team nearby to help you make sure your library is ready.
- **Equity and access.** We want to empower libraries to learn about innovation and best practices from other libraries near and far, to help reduce inequality within communities, regions and countries around the world.



Imagine what a library can be.

Get to know our [solution ecosystem](#).





Proposed Solutions

Let's get started.

Your Library needs to implement an intuitive self-service model that benefits both staff and patrons. With Bibliotheca, increasing productivity has never been easier.

To achieve your project goals, we recommend a turnkey system that utilizes the latest in hardware and software technology and is supported by the best service and maintenance in the industry.

As technology evolves and means of servicing patrons expands, Bibliotheca solutions are able to help libraries with staffing, workflow, data analytics and the overall patron experience. With the new flex AMH, Colleyville Public Library patrons will enjoy a modern updated induction interface with the quickConnect platform they are already accustomed to. Staff will benefit from an efficient workflow that keeps circulation moving and allow them to focus on more meaningful tasks.



flex AMH™

Create the perfect return and sorting solution that is configured to fit your space and budget. We simplify the materials handling process, so you can evolve your service and deliver the best overall library experience for your community. Touchscreen and drop-and-go patron inductions available.



Completely customized for you
Our fully modular design allows us to create any type of solution to fit your specific space.



RFID, EM and barcode based
There is no need to convert your collection to a specific format in order to start taking advantages of efficient return & sorting processes at your library.

quickConnect™ AMH

Return and sorting is only easy if it's flexible. Our innovative AMH software was designed to easily accommodate unique library needs. quickConnect™ AMH delivers an engaging patron experience for all types of return and sorting interactions. Whether a patron is renewing an item or simply returning a stack of books, quickConnect™ AMH saves time for library patrons and staff.



return and renew



Flexible workflow and media handling via configuration



Multiple time-based sort strategies and operation modes



Ability to configure multiple ILS connections



Convenient and accessible receipt printing



Easily customized patron interface themes and templates



Multi-language support with 24 default languages



Project Implementation

Your success is vital to us. We provide an efficient and smooth project implementation process that is designed to ensure your project goals are met.

After the project is awarded and a contract agreement is signed, a meeting is scheduled with your sales and project implementation teams so we can learn more about your current environment, business model, workflow and the goals you want to achieve in this project as well as offer consultation and guidance tailored to your project. After the initial meeting, your project is ready to move into the next phase:

- 1. Project kick-off with project manager and Library**
- 2. Project Plan**
- 3. Equipment and Software Installation**
- 4. Equipment and Software Training**
- 5. Acceptance Testing**
- 6. Pre-closure Meeting**
- 7. Project Closure**

Now the project is handed over to our support team, and they will be the library's main contacts post-acceptance for any issues that may arise. We provide you with access to our free selfHelp resources on LibraryConnect.com and a toll-free number so that you can quickly reach us regarding concerns.

Implementation Responsibilities

Activities	Bibliotheca	Library
General		
Project kick-off meeting	✓	✓
Day-to-day operational responsibility and accountability	✓	
Establish communication channels and agree on reporting procedures, including reporting frequency	✓	✓
Produce and update project plan to include all steps	✓	
Review and agree on installation plan, including change control	✓	✓
Exception planning/risk identification and assessment	✓	✓
Provide documentation (patron guides and manuals)	✓	
Solution Set-Up		
Arrange installation of power and network access points for solutions and conduits as defined by the site survey (if site survey purchased)		✓
Construction/electrical considerations, hole drilling, wall cut outs, etc.		✓
Procurement of SIP2 licenses		✓
Gather information to establish software configurations, kiosk configuration, confirming RFID tag data model	✓	✓
Provide IT staff with appropriate credentials to assist in the installation and testing of the equipment		✓
Confirm sign-off for installation of implemented solutions	✓	✓
Supervise configuration of software solutions	✓	
Delivery and Installation		
Arrange delivery of equipment	✓	
Resource coordination/mobilization	✓	
Establish installation/sign off acceptance procedures	✓	✓
Deliver staff training to agreed schedules if training is purchased.	✓	✓

Service and Support

Bibliotheca has the talent and scale to respond quickly and effectively to all your service needs. We have developed an in-house support team that is the largest in the industry. In fact, most of our support calls are resolved and closed the first time a customer calls.

At Bibliotheca, our commitment to service begins when the product is designed and manufactured. We start by building robust, reliable products that can be easily maintained. If an issue requires on-site assistance, our manufacturer-trained technicians will be dispatched to service your equipment, providing your library with the best support and service in the industry.

Bibliotheca's service plan

Online Support Portal 24/7. libraryConnect.com is a free resource that allows you to create and monitor help desk cases, access user guides, view helpful videos and download training materials

In-house help desk support. We provide a 24/7 hotline and software support hours are: 8AM – 7PM EST, 7AM – 6PM CST, 5AM – 4PM PST, Monday – Friday, less holidays

On-site support. Bibliotheca has 120 trained and certified on-site technicians, parts included in plan, 4-hour call back and 8-hour on-site during business hours, contingent on geography-specific call-out schedule

Bibliotheca technicians are required to complete weeks of training for each product before being certified to work on it. Many of our customers have been working with their Bibliotheca tech for years. Our customers appreciate the consistency and compliment us on the high-level of confidence that they have in their technicians. Some of our in-house product experts and on-site technicians have worked with these products for more than five years and in some cases are 20-year veterans.



Capital Purchase Pricing

Below is a capital purchase for 2 flex AMH systems, 1 interior and 1 exterior. Pricing includes: flex AMH Systems, flex AMH bins, 1st year service agreement, pre-site inspection, equipment removal, AMH Training and Shipping.

Bibliotheca will remove and recycle legacy AMH systems. Colleyville Public Library has agreed to dispose the legacy AMH bins themselves.

Primary Quote Solutions	Quantity	Price
Flex AMH Systems – 3 Bin – 1 interior, 1 exterior	2	\$92,479.92
AMH Bin Large 900 x 600 x 865mm	6	\$5,138.04
Pre-Site Inspection	1	\$829.00
Existing AMH Equipment Disposals (AMH's only, no bins)	1	\$2,950.00
Bibliotheca AMH Training		Included
Onsite set-up and configuration		Included
One Year Warranty: Onsite Maintenance + parts and remote software support		Included
Shipping and Administration		\$16,234
Total		\$117,630.96

Pricing Terms:

- Support and maintenance pricing is subject to change based on final quantities and product configuration.
- System returns will be accepted within 30 days from the date of order and must be in original packaging. A 20% restocking fee will be charged and customer will pay for return shipping.
- Terms are NET 30 days from date of invoice for all equipment. Invoice is generated at the time of shipment.
- flex AMH™ payment terms: 50% at Purchase Order; 40% after shipment; 10% after library sign-off.
- Due to the Covid-19 pandemic impact on global supply chains, delivery lead times are subject to change.



Bill To

Colleyville Public Library
Mary Rodne
110 Main Street
Colleyville TX 76034-2916
United States

Ship To

Colleyville Public Library
Mary Rodne
110 Main Street
Colleyville TX 76034-2916
United States

Quote

QUO-US04928

Date

01/01/2023

Customer:

C0000565-US

Payment Terms:

Net 30 Days

Quote Expiration:

05/01/2023

Sales Rep:

Kyle Kigin

Item	Quantity	Net Price	Net Extended
Freight White Glove Service SHP000002-000	1	16,234.00	16,234.00
flexAMH System FLX000001-000	2	46,239.96	92,479.92
AMH Bin large 900 x 600 x 865mm AMH200041-000	6	856.34	5,138.04
PRE-SITE SURVEY SVC000003-000	1	829.00	829.00
Equipment Disposal Fee SVC000017-000	1	2,950.00	2,950.00
Total:			117,630.96
Currency:			US Dollar

Terms and Conditions:

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all taxexempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

December 7, 2022

Mary Rodne,
Director Colleyville
Public Library
110 Main St.
Colleyville, TX 76034

RE: Bibliotheca Sole Source

Letter Dear Ms. Rodne:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through Bibliotheca; namely the flexAMH™ automated materials handling system with quickConnect™ patron software and receipt printer for the patron induction and libraryConnect Devices™. All these solutions are designed and manufactured exclusively by Bibliotheca.

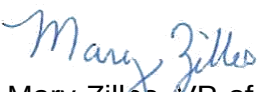
Consistent User Interface – The library is currently utilizing multiple Bibliotheca self-service solutions including the selfCheck 1000 which has a unique and intuitive user interface built on the quickConnect software. This is the **same software the new flexAMH solution employs** which means staff and patrons will be comfortable and successful using this new solution on the first go. By having a consistent user interface at all the self-service points throughout the library staff will spend less time training patrons and patrons will have more success (and satisfaction) on their first attempt.

Interconnected Management Platform – Colleyville Public Library is already using the Bibliotheca management platform for all your selfChecks & security gates for health status monitoring and automated reports. The flexAMH will **integrate with your current libraryConnect Devices** technology management solution for easy monitoring and diagnosis from your IT staff; freeing up their time to focus on other projects. This enhancement will also allow the administration to pull reports from the same interconnected platform they already use to gather data and statistics for the rest of the technology in the library.

Unmatched Local Service Technicians – By continuing your partnership with Bibliotheca for your Automated Materials Handling needs the library will maintain the unmatched service only our local service technicians can offer. Larry Wade has been **servicing the RFID solutions at Colleyville Public Library for 12+ years**, lives within 30 minutes from the library, and has parts readily available to keep your solutions operating at peak performance. Unlike other vendors who use “smart hands” technicians, Bibliotheca thoroughly trains and certifies your local service technicians so your staff does not have to worry about maintaining the unit themselves.

We look forward to continuing to support Colleyville Public Library for all its current and future automation and self-serve goals.

Sincerely,



Mary Zilles, VP of Business Development & Sales Administration
m.zilles@bibliotheca.com | 678-336-7980 X 310
3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071

Benefits to working with Bibliotheca

- Bibliotheca offers an unmatched ecosystem of solutions.
- From consulting to implementation to service and maintenance, you are supported by the most experienced team supporting libraries.
- Bibliotheca is creating the library of tomorrow so you can exceed your goals and enrich your unique community starting today.

Next steps

Get up and running quickly. We will work with you to meet your goals. We've shown you the value of solutions, and we can launch your project once we receive your commitment by this proposal's expiration date.

Please contact me with any questions:

Kyle Kigin
651-983-2490
k.kigin@bibliotheca.com



Bibliotheca is creating the library of tomorrow, while engineering the solutions that help engage people, connect communities, and evolve service today.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 3/21/2023

Number Resolution R-23-4826

Type Resolution

Department Fire

Title

Approval to order a 2024 Spartan Ladder Truck, with expected delivery in 2025, authorizing the City to enter into a Public Property Finance Act Lease Purchase Agreement, with a closing date of March 24, 2023, with First Security Finance, Inc., in an amount not to exceed \$2,025,328, to be paid in nine substantially level annual payments of \$297,184.53, beginning April 2025, and authorizing the City Manager to execute all transaction documents

Strategic Plan

Explanation

Reading and Public Hearing

At the March 7, 2023 City Council Worksession, Fire Chief Mark Cantrell provided a presentation on the Fire Department's apparatus replacement program. Chief Cantrell explained the City currently has three engines, as the expected service life of the engines is 18 years, the vehicles are rotated to be 12 years in service and six years in reserve, to ensure the vehicles can be maintained and ready when needed. Of the three engines, two are in service, one in reserve. The City has one aerial truck in service with an expected service life of 15 years with no reserve, and finally, there are three ambulances, two in service and one in reserve. The expected service life of an ambulance is six years in service, three years in reserve.

The City's 2010 aerial truck is scheduled to be replaced in 2025. However, staff has seen a large gap in production of fire apparatus and a significant price increase. Staff proactively researched options to meet the replacement schedules at best pricing and found the City could enter into a lease purchase agreement with First Security Finance, Inc., with a locked in interest rate of 4.9%, for a Spartan ladder truck which will be ordered in March 2023, but will be built and delivered by April 2025 for a total price not to exceed \$2,025,328. As the payments vary annually by \$0.01 the legal counsel for the finance company requested the annual payment be stated as nine "substantially level payments of \$297,184.53", beginning April 2025.

Approval of the resolution will allow the City to secure the financing terms and have no delay in the City's ability to replace the apparatus as scheduled. The current truck will be sold when the new Spartan arrives in 2025.

Financial Impact

Funding will be provided through the debt service fund.

Recommendation

Approve

Attachments

1. 2024 Spartan ladder truck purchase presentation
2. Lease Purchase Agreement - First Security Finance, Inc. - March 2023

4d. 2024 Spartan Ladder Truck Purchase



- Engines
 - 2 in service
 - 1 reserve
- Aerial
 - 1 in service
- Ambulances
 - 2 in service
 - 1 reserve

- Engines
 - 18 year expected service life
 - 12 years in service
 - 6 years in reserve
- Aerial
 - 15 years service life
 - No reserve status
- Ambulances
 - 9 year expected service life
 - 6 years in service
 - 3 years in reserve

4d. 2024 Spartan Ladder Truck Purchase



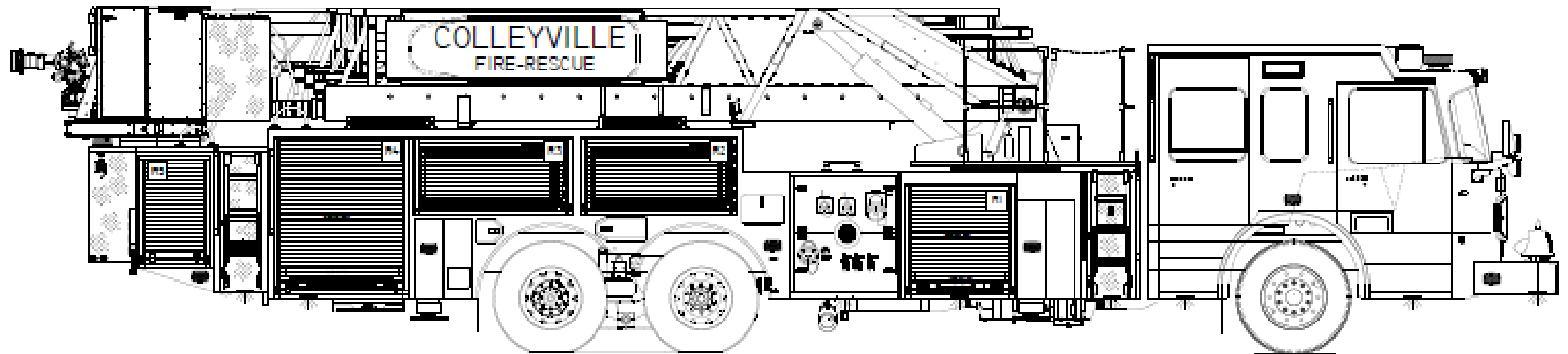
- Current unit
 - 2010 mid-mount platform
 - Will be sold upon delivery of new purchase
 - Planned replacement in FY25



4d. 2024 Spartan Ladder Truck Purchase



Proposed Aerial



4d. 2024 Spartan Ladder Truck Purchase



- Cost of lease/purchase
 - Purchase total \$2,025,328
- Lease purchase terms
 - Leasing thru REV Financial Services
 - \$0 down payment
 - 9 annual payments 4.90%
- Current build timeframe more than 2 years
 - Build times anticipated to increase as orders increase
 - Bi-annual cost increase of 3%
- Financial impact
 - Annual payment of \$297,184.52
 - First payment due March, 2025
 - Estimated ½ cent on I&S tax rate

\$2,025,328
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT
DATED AS OF MARCH 24, 2023, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF COLLEYVILLE, TEXAS, AS LESSEE

CLOSING DATE: MARCH 24, 2023

LIST OF CLOSING DOCUMENTS

Document
Number

1. Public Property Finance Act Lease Purchase Agreement, with the following exhibits attached:

Exhibit A: Description of the Personal Property.
Exhibit B: Payment Schedule.
2. Escrow Agreement, with the following exhibit attached:

Exhibit A: Form of Payment Request and Acceptance Certificate.
3. Federal Tax Agreement, with the following exhibits attached:

Exhibit A: Amortization Schedule and Calculation of Weighted Average Maturity and Yield on the Lease Agreement.
Exhibit B: IRS Form 8038-G, together with proof of filing.
Exhibit C: Description of Personal Property Expected to Comprise the Financed Asset.
Exhibit D: Sample Annual Compliance Checklist.
4. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached
5. Opinion of Lessee's Counsel (validity opinion).
6. Opinion of Lessor's Counsel (tax opinion).
7. Lessor's Issue Price Certificate.
8. Evidence of Insurance; Certificate of Origin for Titled Vehicle; Acceptance Certificate.
(To be provided by Lessee to Lessor after Personal Property is delivered to Lessee.)
9. UCC-1 Financing Statement respecting the Personal Property.
10. Lessee's Form W-9.
11. Texas Ethics Commission 1295 Filing from Lessor.
12. Funding Memorandum.

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PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

THIS PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of March 24, 2023, between **FIRST SECURITY FINANCE, INC.**, a corporation organized and existing under the laws of the State of Arkansas, as Lessor (“Lessor”), and the **CITY OF COLLEYVILLE, TEXAS**, a body corporate and politic and political subdivision existing under the laws of the State of Texas, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Act**” means Section 271.005 of the Local Government Code, as amended.

“**Agreement**” means this Public Property Finance Act Lease Purchase Agreement and the exhibits and escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Personal Property is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Personal Property are deposited for that purpose with an escrow agent.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Lease Term**” means the period from the Commencement Date until the last Rental Payment Date.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Personal Property**” means the property described on the Personal Property Schedule attached hereto as **Exhibit A**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Personal Property.

“**Rental Payment Dates**” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“**State**” means the State of Texas.

“**Vendor**” means the manufacturer of the Personal Property as well as the agents or dealers of the manufacturer from whom the Personal Property is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

- (a) Lessee is a body corporate and politic and political subdivision duly organized and existing under the constitution and laws of the State and constitutes a “governmental agency” under the Act. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.
- (b) Lessee is authorized under the constitution and laws of the State, including the Act, to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- (d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.
- (e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.
- (f) Lessee has complied with such public bidding requirements and laws and regulations, including the Act, as may be applicable to this Agreement and the acquisition by Lessee of the Personal Property hereunder.
- (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition, operations or properties of Lessee.
- (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Personal Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.
- (j) The Personal Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Personal Property, which need is not temporary or expected to diminish in the foreseeable future. The Personal Property will be used by Lessee only for the purpose of performing one or more of Lessee’s governmental or proprietary functions consistent with the permissible scope of Lessee’s authority.
- (k) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Personal Property will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(l) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(m) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(n) Lessee has never failed to pay payments coming due under any bond issue, contract, lease purchase agreement or other indebtedness obligation of Lessee, whether secured by Lessee's ad valorem taxes or otherwise.

(o) The useful life of the Personal Property will not be less than the Lease Term.

(p) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the related escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(q) Lessee's fiscal year is from October 1 to September 30. Lessee has provided Lessor with audited financial statements through September 30, 2021. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since September 30, 2021.

(r) Lessee shall pay the excess (if any) of the actual costs of acquiring the Personal Property under this Agreement over the amount deposited by Lessor in the acquisition fund established under the related escrow agreement and interest earnings thereon.

(s) The Personal Property is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(t) Lessee hereby confirms that this Agreement is a written contract stating the essential terms of an agreement for providing goods or services to Lessee under Section 271.151(2) of the Texas Local Government Code, and this Agreement is a waiver of Lessee's governmental immunity from suit under this Agreement, but only to the extent permitted under Section 271.153, Texas Government Code.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Personal Property will not be less than the total principal portion of the Rental Payments.

(b) The Personal Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Personal Property is expected to be delivered, and the Vendor fully paid, within twenty-four months of the Commencement Date.

(c) Other than the Payment Fund (defined herein), Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Personal Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Personal Property. Lessor hereby demises, leases and lets the Personal Property to Lessee, and Lessee rents, leases and hires the Personal Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Tax Levy. During each year of the Lease Term, Lessee shall compute and ascertain, as a part of Lessee's maintenance tax, a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required (i) to pay the interest component of each Rental Payment as such interest comes due and (ii) to pay the principal component of each Rental Payment as such principal becomes due. Such tax shall be based on the latest approved tax rolls of Lessee, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem tax is hereby levied out of the maintenance tax of Lessee and ordered to be levied against all taxable property within the boundaries of Lessee for each year of the Lease Term; and such tax shall be assessed and collected during each such year. Such ad valorem taxes sufficient to provide for the payment of the Rental Payments, as they become due, are hereby pledged irrevocably from the maintenance tax of Lessee for such payment, within the limits prescribed by law.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the exercise by Lessee of the option to purchase the Personal Property under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (b) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or
- (c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term and the payment of all other amounts required to be paid hereunder.

Section 7. Levy of Taxes; Budgeting. During the Lease Term, Lessee covenants that prior to adopting a budget for any ensuing fiscal year Lessee shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Rental Payments and all other amounts payable hereunder for such ensuing fiscal year and that the final budget for each fiscal year shall set aside and appropriate out of revenues generated from Lessee's operation and maintenance tax levy under Article XI, Section 4, Texas Constitution (the "Limited Tax") revenues and other revenues and funds lawfully available therefor an amount sufficient to pay the Rental Payments and all other amounts payable hereunder and shall deposit all such funds in accordance with **Section 8**. Lessee hereby levies and agrees to assess and collect, a continuing direct annual Limited Tax on all taxable property within the boundaries of Lessee, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to Lessee for the payment of Rental Payments and all other amounts payable hereunder, to provide funds each year to pay the Rental Payments and all other amounts payable hereunder, full allowance being made for delinquencies and costs of collection. The Limited Tax and such revenues and funds in an amount sufficient to pay Rental Payments and all other amounts payable hereunder are pledged to Lessor for such purpose as the same shall become due and payable under this Agreement.

Section 8. Deposit into the Payment Fund.

- (a) On or before the Commencement Date, Lessee shall establish a payment fund (the "Payment Fund"), which shall be maintained by Lessee as long as any Rental Payments are unpaid. Lessee hereby pledges the Payment Fund for the exclusive purpose of securing the Rental Payments and shall apply the funds therein to the payment of Rental Payments as such payments come due.
- (b) Each year in which Rental Payments come due, Lessee shall, not later than the day preceding any such due date, deposit into the Payment Fund, from Lessee's Limited Tax or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. Lessee hereby pledges its Limited Tax as security for this obligation.
- (c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Rental Payments expected to come due in the following year.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from the Limited Tax and legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Personal Property during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, including Section 1204.006 of the Texas Government Code, as amended, whichever is less, from its due date (the "Default Rate Amount").

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from Lessor's gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error (the "Event of Taxability Amounts").

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. The obligations of Lessee to pledge, levy and collect the Limited Tax, to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Personal Property to be delivered, any defects, malfunctions, breakdowns or infirmities in the Personal Property or any accident, condemnation or unforeseen circumstances or the failure of Lessor or any other person or entity to perform its obligations under this Agreement or any other agreement, including the performance guaranty.

Section 12. [Reserved].

Section 13. Delivery and Acceptance of the Personal Property. Lessee will order the Personal Property, cause the Personal Property to be delivered at the location specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Personal Property has been delivered, Lessee will immediately accept the Personal Property and evidence said acceptance by executing and delivering to Lessor a certificate of acceptance and payment request in substantially the form attached to the related escrow agreement, in form and substance acceptable to Lessor. After it has been delivered and accepted, the permanent base where the Personal Property is garaged will not be changed from the location specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Personal Property. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Personal Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Personal Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement. In the event Lessor fails to comply with this covenant or any other covenant made by Lessor under this Agreement (if any) and Lessee shall not be in default under this Agreement, Lessee may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Personal Property.

Section 16. Use of the Personal Property. Lessee will not use, operate or maintain the Personal Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the operation of the Personal Property. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Personal Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Personal Property or its interest or rights under this Agreement.

Section 17. Maintenance of Personal Property. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Personal Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Personal Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Personal Property with Vendor.

Section 18. Title to the Personal Property. During the Lease Term, title to the Personal Property and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Personal Property to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or **Section 6(c)** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Personal Property in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Personal Property, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Personal Property.

Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for any Personal Property constituting a vehicle, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Lessee will provide Lessor with all licenses, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the acquisition fund, if any, established under the related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property. Lessor and Lessee agree that the Personal Property is and will remain personal property. The Personal Property will not be deemed to be affixed to or a part of the real estate on which it may be situated.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Personal Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Personal Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Personal Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Personal Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Personal Property. Lessee will pay all utility and other charges incurred in the use and maintenance of the Personal Property. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term. This Agreement is intended to be a "net-net-net contract" and Lessee hereby agrees that

the Rental Payments are an absolute net return to Lessor, free and clear of any expenses, charges or set-offs whatsoever.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Personal Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Personal Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Lessee shall also provide or cause to be provided to Lessor a performance bond from the Vendor, naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to or greater than the Personal Property.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor and its successors and assigns as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Personal Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Personal Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent made by Lessee under this Agreement. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Upon request, Lessee shall furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available after the close of each fiscal year, the audited financial statement of Lessee at the close of and for such fiscal year, all in reasonable detail, with supporting schedules, audited by and with the report of Lessee's auditor (the "Audit"), which may be in electronic .pdf format. In the event the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement Lessee may email a link to the posted Audit to Lessor. In the event that the Audit is not available, Lessee will furnish unaudited financial statements to Lessor in the manner described in this Section, and will then supply the Audit immediately upon the availability thereof. Lessee will provide Lessor with any reasonably required financial or other information in a reasonable time following Lessor's written request.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement by Lessee, (b) the ownership of any item of the Personal Property, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Personal Property, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Personal Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein, unless said breach of covenant or misrepresentation is made by Lessor. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Personal Property from any cause whatsoever. No such loss of or damage to the Personal Property nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Personal Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Personal Property or any part thereof or the interest of Lessee or Lessor in the Personal Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Personal Property, unless Lessee has exercised its option to purchase the Personal Property pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Personal Property pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Personal Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9** or any other Section of this Agreement.

Section 29. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PERSONAL PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PERSONAL PROPERTY OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Personal Property; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Personal Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Personal Property, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On April 1, 2027, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Personal Property, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. In the event there is no applicable Purchase Price set forth in the Payment Schedule, the Purchase Price for any such

prepayment set forth in (A) or (B) above shall be in an amount equal to 102% of the outstanding principal balance of this Agreement.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Personal Property subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Personal Property will be vested in Lessee, free and clear of any right or claim by or through Lessor.

(b) In the event monies remain in any acquisition fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such acquisition fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such acquisition fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fair value of the use of the Personal Property and that the amount required to exercise Lessee's option to purchase the Personal Property pursuant to **Section 31** represents, as of the end of the Lease Term, the fair purchase price of the Personal Property. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Personal Property, (b) the uses and purposes for which the Personal Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition of the Personal Property and the use of the Personal Property pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Personal Property. Lessee hereby determines and declares that the acquisition of the Personal Property and the leasing of the Personal Property pursuant to this Agreement will result in personal property of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Personal Property were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Personal Property.

Section 33. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the related escrow agreement, its security interest in the Personal Property and any acquisition fund, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 33 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust. Notwithstanding the foregoing, any certificates of participation may be sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor but shall have the right to bring such claim against the Vendor notwithstanding assignment of Lessor's interest as authorized in this Section. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Personal Property and all rights in, to and under this Agreement related to such Personal Property, and all of Lessor's security interest in and to any acquisition fund, or all rights in, to and under the related escrow agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a notice of assignment in substantially the form provided by Lessor, within five (5) business days after its receipt of such request.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Personal Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Personal Property if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Personal Property will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Personal Property.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any

answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Personal Property is located and retake possession of the Personal Property or require Lessee at Lessee's expense to promptly return any or all of the Personal Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Personal Property or, for the account of Lessee, sublease the Personal Property, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Personal Property and all brokerage, auctioneers' and attorneys' fees);

(c) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under the related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the acquisition fund established thereunder; and

(d) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Personal Property, including, without limitation, seeking actions based on mandamus, specific performance/enforcement or related legal remedies.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for the related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

Section 49. No Engagement in Boycott of Israel. Lessee certifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code §808.001.

Section 50. No Business with Iran, Sudan or Foreign Terrorist Organizations. Lessee certifies that it does not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

Section 51. No Engagement in Boycotting Oil Companies. Lessee certifies that it does not boycott oil companies and will not boycott oil companies during the term of this Agreement pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529 § 2).

Section 52. No Discrimination against Firearm and Ammunition Industries. Lessee certifies that it (a) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530 § 1).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

FIRST SECURITY FINANCE, INC.

By: _____
Name: Scott Beardsley
Title: President
Address: First Security Center
521 President Clinton Ave., Suite 800
Little Rock, AR 72201

CITY OF COLLEYVILLE, TEXAS

By: _____
Name: Jerry Ducay
Title: City Manager
Address: 100 Main Street
Colleyville, TX 76034

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from October 1 through September 30.

DATED: March 24, 2023.

By: _____
Name: Christine Loven
Title: City Secretary

EXHIBIT A TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

PERSONAL PROPERTY SCHEDULE

Description of the Personal Property:

The Personal Property consists of one (1) Spartan ladder truck for use by Lessee's fire department, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom.

One – 2024 Spartan 93' MMP

[Lessee to provide purchase order / vendor contract further describing the Personal Property.]

Personal Property Location:

The Personal Property will be primarily located at the following location:

City of Colleyville Fire Station
5209 Colleyville Boulevard
Colleyville, TX 76034

Vendor:

The Vendor for the Personal Property is:

Metro Fire Apparatus
1504 Heritage Parkway, Suite 103
Mansfield, TX 76063

This description of the Personal Property shall be deemed to be supplemented and amended by the descriptions of the Personal Property included in the Payment Request and Acceptance Certificates submitted to Lessor for approval pursuant to the terms of the Escrow Agreement dated as of March 24, 2023, among Lessor, Lessee and Bank OZK, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: \$2,025,328

Interest Rate: 4.90%; 30/360 basis

Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price*
4/1/2025	\$ 297,184.52	\$ 96,772.69	\$200,411.83	NPP
4/1/2026	297,184.53	202,685.32	94,499.21	NPP
4/1/2027	297,184.53	212,616.90	84,567.63	\$1,543,518.15
4/1/2028	297,184.53	223,035.13	74,149.40	1,316,022.32
4/1/2029	297,184.53	233,963.85	63,220.68	1,077,379.19
4/1/2030	297,184.52	245,428.07	51,756.45	827,042.56
4/1/2031	297,184.53	257,454.05	39,730.48	564,439.43
4/1/2032	297,184.53	270,069.30	27,115.23	288,968.74
4/1/2033	<u>297,184.52</u>	<u>283,302.69</u>	<u>13,881.83</u>	0.00
Totals	<u>\$2,674,660.74</u>	<u>\$2,025,328.00</u>	<u>\$649,332.74</u>	

CITY OF COLLEYVILLE, TEXAS

By: _____
Name: Jerry Ducay
Title: City Manager

* Lessee's option to purchase is subject to the provisions of Section 31 of the Agreement.

ESCROW AGREEMENT

This **ESCROW Agreement** (the “Escrow Agreement”), dated as of March 24, 2023, is entered into among **FIRST SECURITY FINANCE, INC.**, an Arkansas corporation (together with its successors and assigns, the “Lessor”), the **CITY OF COLLEYVILLE, TEXAS**, a municipal corporation and political subdivision existing under the laws of Texas (the “Lessee”), and **BANK OZK**, an Arkansas state-chartered banking association, as escrow agent (together with its successors and assigns, the “Escrow Agent”).

Name of Acquisition Fund: “City of Colleyville, Texas Acquisition Fund”

Amount of Deposit into the Acquisition Fund: \$2,025,328

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023 (the “Agreement”), between the Lessor and the Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. The Lessor, the Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent will not be deemed to be a party to the Agreement, and this Escrow Agreement will be deemed to constitute the entire agreement among the Lessor, the Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the “Acquisition Fund”) to be held and administered by the Escrow Agent in trust for the benefit of the Lessor and the Lessee in accordance with this Escrow Agreement.

5. The Lessor will deposit in the Acquisition Fund the amount specified above for the purpose of fully funding the Agreement and providing a mechanism for the application of such amounts to the purchase of and payment for the Personal Property. Moneys held by the Escrow Agent hereunder will be invested and reinvested by the Escrow Agent upon written order of an authorized representative of the Lessee, in accordance with the Lessee’s Federal Tax Agreement dated the date hereof in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an authorized representative of the Lessee fails to timely direct the investment of any moneys held hereunder, the Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to the Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated “Aaa” by Moody’s Investors Service or “AAAm-G” by Standard & Poor’s Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. From time to time, the Escrow Agent shall pay from the Acquisition Fund to the Vendor, the Lessee or other payee, upon presentation to the Escrow Agent of a properly executed Payment Request and Acceptance Certificate, a form of which is attached as **Exhibit A**, executed by the Lessee and approved by the Lessor, together with an invoice for the cost of the acquisition of said Personal Property, and a written approval by the Lessor of the Vendor to be paid. In making any disbursement pursuant to this **Section 7(b)**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor will constitute to the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed. The Lessor shall not be required to approve any such payment unless and until the Lessee shall have provided to the Lessor a performance bond naming the Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to or greater than the cost of the Personal Property, in form and substance satisfactory to the Lessor.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by the Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor has assigned its interest under the Agreement, then the assignees or subassignees of all of the Lessor's interest under the Agreement or an agent on their behalf, that the Agreement has been terminated pursuant to the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall, first be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection with its acting as Escrow Agent hereunder as evidenced by its statement forwarded to the Lessor and the Lessee; and, second be paid to the Lessor, to be applied by the Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by the Lessor as prepayment to the remaining principal balance owing under the Agreement in inverse order of Rental Payment Dates, unless the Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to the Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached to the Agreement will be revised accordingly.

9. The Escrow Agent may at any time resign by giving at least 30 days' written notice to the Lessee and the Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of the Lessor and the Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lessor and the Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by the Lessor and the Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to the Lessor, the Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Personal Property listed in the Agreement or as to the performance of any obligations of the Lessor or the Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, the Lessee, to the extent permitted by law, hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the Acquisition Fund described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$1,500, to be paid by the Lessee concurrently with the execution and delivery of this Escrow Agreement, from proceeds of the Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent will be entitled to reimbursement from the Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the Lessee and in no event will such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If the Lessee, the Lessor or the Escrow Agent are in disagreement about the interpretation of the Agreement or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent will be indemnified by the Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. Escrow Agent hereby certifies as follows:

(a) Escrow Agent does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code §808.001.

(b) Escrow Agent does not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

(c) Escrow Agent does not boycott oil companies and will not boycott oil companies during the term of this Agreement pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529 § 2).

(d) Escrow Agent (a) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530 § 1).

18. Lessor hereby certifies as follows:

(a) Lessor does not boycott Israel, and agrees that it will not boycott Israel during the term of the Agreement, with the term “boycott” having the meaning assigned in V.T.C.A., Government Code §808.001.

(b) Lessor does not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

(c) Lessor does not boycott oil companies and will not boycott oil companies during the term of the Agreement pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529 § 2).

(d) Lessor (a) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Agreement against a firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530 § 1).

19. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on the signature page of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties, and shall be effective on the date of receipt.

20. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

21. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

22. This Escrow Agreement may not be amended except by a written instrument executed by the Lessor, the Lessee and the Escrow Agent.

23. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

24. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Lessor, the Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

FIRST SECURITY FINANCE, INC.

By: _____
Title: President

Mailing Address: First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

CITY OF COLLEYVILLE, TEXAS

By: _____
Title: Jerry Ducay, City Manager

Mailing Address: 100 Main Street
Colleyville, TX 76034

BANK OZK, as Escrow Agent

By: _____
Title: Executive Vice President

Mailing Address: 18000 Cantrell Road
Little Rock, AR 72223

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Bank OZK, as Escrow Agent
18000 Cantrell Road
Little Rock, AR 72223

Re: City of Colleyville, Texas Acquisition Fund established by the Escrow Agreement, dated as of March 24, 2023 (the "Escrow Agreement"), among First Security Finance, Inc. (the "Lessor"), the City of Colleyville, Texas (the "Lessee"), and Bank OZK, as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

Bank OZK (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated March 24, 2023 (the "Escrow Agreement"), by and among the City of Colleyville, Texas (the "Lessee"), First Security Finance, Inc. or its assigns (the "Lessor") and the Escrow Agent, is hereby requested to pay from the Acquisition Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order, contract or invoice (or has been paid by and not previously reimbursed to the Lessee). The personal property and costs described below are part or all of the Personal Property listed in that certain Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023 (the "Agreement"), between the Lessor and the Lessee:

QUANTITY	DESCRIPTION OF PERSONAL PROPERTY	AMOUNT	PAYEE*
1	2024 Spartan 93' MMP	\$2,025,328	Metro Fire Apparatus

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Personal Property described above: (i) a present need exists for such Personal Property which need is not temporary or expected to diminish in the near future; (ii) such Personal Property is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iii) the estimated useful life of such Personal Property based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Personal Property; and (iv) no Event of Default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Personal Property set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoice(s) from the Acquisition Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) original invoice(s); and (b) performance bond meeting the requirements set forth in Section 22 of the Agreement.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Personal Property Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of Lessee's declaration of official intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that the items of Personal Property described above, together with any other items of Personal Property described in and accepted by

Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Personal Property subject to the Agreement.

Date: _____, 20____.

CITY OF COLLEYVILLE, TEXAS

By: _____
Title: Jerry Ducay, City Manager

APPROVED FOR PAYMENT:

FIRST SECURITY FINANCE, as Lessor

By: _____
Title: _____

FEDERAL TAX AGREEMENT

[Subject to revision after review of the Issuer's completed tax questionnaire.]

THIS FEDERAL TAX AGREEMENT (the "Tax Agreement"), is executed as of March 24, 2023, by the City of Colleyville, Texas (the "Issuer"), for the benefit of First Security Finance, Inc. and its successors and assigns (the "Lessor"), and any firm of attorneys rendering an opinion on the exclusion from gross income for federal income tax purposes of the interest portion of rental payments payable under the Lease Agreement.

RECITALS

1. This Tax Agreement is being executed and delivered in connection with that certain Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023 (the "Lease Agreement"), entered into by and between the Issuer, as lessee, and the Lessor, as lessor.

2. The Internal Revenue Code of 1986, as amended from time to time, and the applicable Regulations (as defined herein), impose certain limitations on the uses and investment of the Lease Proceeds (as defined herein) and of certain other money relating to the Lease Agreement, and set forth the conditions under which the interest portion of rental payments payable under the Lease Agreement will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of the Lease Proceeds and the property financed or refinanced with those proceeds and the investment of the Lease Proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest portion of rental payments payable under the Lease Agreement from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Lease Agreement, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"Annual Compliance Checklist" means a checklist for the Lease Agreement designed to measure compliance with the requirements of this Tax Agreement after the Closing Date substantially in the form attached as **Exhibit D**.

"Closing Date" means March 24, 2023.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Compliance Officer" means the [****Finance Director****] of the Issuer or its designee.

"Financed Asset" means the Personal Property financed with proceeds of the Lease Agreement, as described on **Exhibit C** hereto.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Lease Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the Internal Revenue Service.

“Lease Agreement” means the Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023, between the Issuer, as lessee, and the Lessor, as lessor, as amended from time to time.

“Lease Proceeds” means the gross proceeds of the Lease Agreement, which include (a) sale proceeds (any amounts actually or constructively received by the Issuer from the execution and delivery of the Lease Agreement, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds or transferred proceeds or other investment proceeds, (c) any amounts held in a sinking fund for the Lease Agreement, (d) any amounts held in a pledged fund or reserve fund for the Lease Agreement, and (e) any other replacement proceeds.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Asset, such as a contract to manage all or any portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Financed, but are not treated as Management or Service Agreements.

“Measurement Period” means the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Lease Agreement or (B) the expected economic useful life of the property.

“Non-Qualified Use” generally means any use of the Financed Asset in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Asset by any other member of the general public. Generally, ownership, a lease agreement or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Financed Asset will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than the Issuer.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel addressed to the Lessor to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest portion of rental payments under the Lease Agreement from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest portion of rental payments under the Lease Agreement from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of Lease Proceeds, the use of the Financed Asset and the investment of Lease Proceeds after the Closing Date.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Financed Asset on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use the Financed Asset for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Asset under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using the Financed Asset under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use the Financed Asset for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Asset was not acquired for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Asset under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use the Financed Asset for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Asset was not acquired for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Regulations" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"Special Tax Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or other nationally recognized firm of bond counsel acceptable to the Lessor.

"State" means the State of Texas.

"Tax Compliance File" means documents and records for the Lease Agreement maintained by the Compliance Officer pursuant to this Tax Agreement.

"Yield" means the yield on the Lease Agreement, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Organization and Authority; General Representations.

(a) **Authority.** The Issuer (1) is a political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to enter into, execute and deliver the Lease Agreement for the purposes set forth in the Lease Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Lease Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(b) **Tax-Exempt Status of Lease Agreement—General Representation and Covenants.** In order to maintain the exclusion of the interest component of Rental Payments payable under the Lease Agreement from gross income for federal income tax purposes, the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Lease Proceeds or other funds of either party in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, the Financed Asset, in a manner that would cause any portion of the Lease Agreement to become a "private activity bond" as defined in Code § 141.

Section 3. Purpose of the Lease Agreement; Reimbursement; Use of Lease Proceeds.

(a) **Purpose.** The Lease Agreement is being executed and delivered for the purpose of paying costs of acquiring the Financed Asset.

(b) *Reimbursement.* Reimbursement from proceeds of the Lease Agreement of expenditures paid prior to the Closing Date will satisfy the requirements of Regulations § 1.150-2. The list of expenditures to be reimbursed, if any, are set forth on **Exhibit C**.

(c) *Use of Lease Proceeds.* On the Closing Date, all proceeds of the Lease Agreement in the amount of \$2,025,328 are expected to be deposited in the Acquisition Fund and used to pay costs of the Financed Asset.

Section 4. Acquisition of the Financed Asset. The Issuer has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the Lease Proceeds on the Financed Asset. The acquisition of the Financed Asset and the allocation of the Lease Proceeds to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease Agreement will be allocated to expenditures on the Financed Asset within 3 years after the Closing Date.

Section 5. Funds or Accounts. The Acquisition Fund has been established under the Escrow Agreement with the Escrow Agent. Amounts held in the Acquisition Fund will be used to pay costs of the Financed Asset. No other funds or accounts have been established for the Lease Agreement to hold Lease Proceeds or other money that will be used to make rental payments under the Lease Agreement.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certifications.* The Lessor represents in the Issue Price Certificate dated as of the Closing Date (the "Issue Price Certificate") that it has acquired the Lease Agreement pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") and is holding the Lease Agreement for its own account with the expectation to transfer the Lease Agreement within 30 days of the date hereof to (i) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (ii) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act at a premium.

(b) *Lease Agreement Yield.* Based on certifications in the Issue Price Certificate, Special Tax Counsel has determined that the Yield on the Lease Agreement is 4.801%. The amortization schedule and calculation of the Yield on the Lease Agreement is attached to this Tax Agreement as **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of Lease Proceeds.

(c) *Lease Agreement Subject to the Rebate Requirement.* The Lease Agreement is subject to the arbitrage rebate requirements of Code § 148(f). Pursuant to the Escrow Agreement, investment of the Lease Agreement Proceeds is limited to placement in an interest-bearing demand deposit account. If the Yield on investments of the Acquisition Fund exceeds 4.801%, or if the Issuer establishes any sinking or reserve fund for the Lease Agreement, then the Issuer will contact Special Tax Counsel to seek advice regarding the need to calculate and pay arbitrage rebate.

Section 7. Use of Financed Asset.

(a) *General.* The Financed Asset will be owned by the Issuer throughout the Measurement Period. No portion of the Financed Asset is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the Issuer obtains an Opinion of Special Tax Counsel, the Issuer will not use, or permit the use of, the buildings and facilities comprising the Financed Asset in any other Non-Qualified Use.

(b) *Management of Service Agreements.* As of the Closing Date, the Issuer does not have any Management or Service Agreements with Non-Qualified Users that relate to the management or operation of the Financed Asset. During the Measurement Period, the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User with respect to the management or operation of the Financed Asset without first obtaining an Opinion of Special Tax Counsel.

(c) *Leases and Other Use Agreements.* As of the Closing Date, the Issuer does not have any leases or similar use agreements with Non-Qualified Users with respect to the Financed Asset. During the Measurement Period, the Issuer will not enter into or renew any leases or similar use agreements with any Non-Qualified Users, other than Qualified Use Agreements, with respect to the Financed Asset without first obtaining an Opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the Issuer.* The Issuer intends for this Tax Agreement to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease Agreement and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established.

(e) *Compliance Officer.* The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease Agreement or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklist.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Lease Agreement. The Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Asset at least annually. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Recordkeeping. The Compliance Officer will maintain the Tax Compliance File for the Lease Agreement in accordance with this Tax Agreement. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Agreement, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease Agreement or (ii) any obligation issued to refund the Lease Agreement. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

Section 9. Miscellaneous

(a) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Agreement as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the Issuer contained in this Tax Agreement or otherwise made by the Issuer. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned, and the undersigned is authorized to sign the Form 8038-G on behalf of the Issuer and deliver it to Special Tax Counsel for filing with the IRS.

(b) *Single Issue.* No other debt obligations of the Issuer: (1) are being sold within 15 days of the execution and delivery of the Lease Agreement, (2) are being sold under the same plan of financing as the Lease Agreement, and (3) are expected to be paid from substantially the same source of funds as the Lease Agreement (disregarding guarantees from unrelated parties, such as bond insurance).

[**(c) *Bank Qualification.* The Issuer has not designated the Lease Agreement as a “qualified tax-exempt obligation” under Code § 265(b)(3).**]

[**(c) *Bank Qualification.* The Issuer designates the Lease Agreement as a “qualified tax-exempt obligation” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipate that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Lease Agreement is executed and delivered, including the Lease Agreement, will not exceed \$10,000,000; and

(2) The Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Lease Agreement is executed and delivered, including the Lease Agreement, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Special Tax Counsel that the designation of the Lease Agreement as a “qualified tax-exempt obligation” will not be adversely affected.**]

(d) *No Federal Guaranty.* The payment of rental payments under the Lease Agreement are not, and the Issuer will not permit the payment of rental payments under the Lease Agreement to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(e) *Hedge Bonds.* The Issuer reasonably expects that at least 85% of the net sale proceeds (the sale proceeds of the Lease Agreement less any sale proceeds invested in a reserve fund) of the Lease Agreement will be used to carry out the governmental purpose of the Lease Agreement within 3 years after the Closing Date, and not more than 50% of the proceeds of the Lease Agreement will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(f) *Registration Requirement; Record Owner.* The Issuer will maintain or cause to be maintained a record of the owner(s) of the Lease Agreement and the person/entity entitled to the receipt of the interest portions of rental payments under the Lease Agreement. Transfer of ownership of the Lease Agreement is effective only if entered in these records.

(g) *Reliance.* The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease Agreement and the exclusion from federal gross income of the interest portion of payments payable by the Issuer under the Lease Agreement.

(h) *Enforceability.* If any provision in this Tax Agreement or in the Lease Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Agreement, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the Issuer.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

EXHIBIT A

**AMORTIZATION SCHEDULE AND CALCULATION OF
WEIGHTED AVERAGE MATURITY AND YIELD ON THE LEASE AGREEMENT**

[To be prepared by Gilmore & Bell.]

EXHIBIT B

IRS FORM 8038-G

[Post Closing Item -- To be prepared and filed by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF PERSONAL PROPERTY EXPECTED TO COMPRISE THE FINANCED ASSET

Description of the Financed Asset:

The Financed Asset consists of one (1) Spartan ladder truck for use by the Issuer's fire department, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom.

The estimated average economic life of the Financed Asset is not less than 10 years, and the Issuer expects the Financed Asset to be placed in service in 2025.

Sources and Uses of Funds:

The overall financing sources and uses of the Lease Agreement are expected to be as follows:

Source:

Lease Agreement Proceeds	<u>\$2,025,328</u>
Total Sources:	<u>\$2,025,328</u>

Uses:

Acquisition of the Financed Asset	<u>\$2,025,328</u>
Total Uses:	<u>\$2,025,328</u>

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Lease Agreement") financing the Financed Asset:		This Annual Compliance Checklist is designed to cover that certain Public Property Finance Act Lease Purchase Agreement (the "Lease Agreement") dated as of March 24, 2023, entered into by and between the City of Colleyville, Texas, as lessee, and First Security Finance, Inc., as lessor
Placed in service date of Financed Asset:		
Name of Compliance Officer:		
Period covered by request ("Annual Period"):		
Item	Question	Response
1 Ownership	For federal income tax purposes, was the Financed Asset owned by the Issuer for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
2 Use of the Financed Asset	During the Annual Period, was the Financed Asset used by a Non-Qualified User pursuant to a lease agreement or similar use agreement or arrangement, management or service agreement or any other agreement granting the Non-Qualified User special legal rights to use the Financed Asset?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
3 Arbitrage & Rebate	1. Were the proceeds of the Lease Agreement spent in accordance with the following schedule? (a) at least 15% within 6 months from the Closing Date; (b) at least 60% within 12 months from the Closing Date; and (c) 100% within 18 months from the Closing Date. 2. Has the Issuer established a fund or account to make rental payments under the Lease Agreement or has the Issuer established a segregated portion of investments in an account to make rental payments under the Lease Agreement?	☐ Yes ☐ No ☐ Yes ☐ No
	If the answer to question 1 above is "No," or the answer to question 2 above was "Yes," contact Special Tax Counsel to determine if an arbitrage rebate or yield restriction calculation must be completed. Include a description of Special Tax Counsel's advice in the Tax Compliance File. If an arbitrage rebate or yield restriction calculation is prepared, include a copy of the report in the Tax Compliance File.	

By: _____
 Compliance Officer

Date Completed: _____

LESSEE'S CLOSING CERTIFICATE

Re: Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023 (the "Agreement"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Colleyville, Texas, as lessee (the "Lessee")

We, the undersigned, the duly appointed, qualified and acting Mayor and City Secretary, respectively, of the City of Colleyville, Texas (the "Lessee"), do hereby certify as follows:

Section 1. The Lessee did, at a meeting of the governing body of the Lessee held March 21, 2023, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and related escrow agreement and tax agreement on its behalf by the following named representative of the Lessee:

Jerry Ducay	City Manager	
Printed Name	Title	Signature
<i>[This signature line to be signed by person who executed the Agreement and related escrow agreement and tax agreement on behalf of the Lessee.]</i>		

Section 2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

Section 3. At the meeting described in Section 1 above, the representative of the Lessee named above and the officers or employees of the Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of the Lessee for the Agreement and related escrow agreement and tax agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
City Manager	Jerry Ducay	
Finance Director	Kyle Lester	
Karen Hines	Accounting Manager	

Section 4. The representative(s) of the Lessee who signed the resolution held at the time of such authorization and hold at the present time the office(s) designated in the resolution.

Section 5. The meeting of the governing body of the Lessee at which the resolution was adopted and the Agreement and related escrow agreement and tax agreement were approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the action approving the Agreement and related escrow agreement and tax agreement and authorizing the execution thereof have not been altered or rescinded. *Attached hereto is a true and correct copy of the resolution, ordinance or other documents constituting such official action.*

Section 6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Section 7. All insurance required in accordance with the Agreement is currently maintained by the Lessee.

Section 8. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated

by the Agreement or the interest of the Lessor or its assigns, as the case may be, in the Personal Property (as defined in the Agreement).

Section 9. The Personal Property (as defined in the Agreement) has not been the subject of a referendum that failed to receive the approval of the voters of the Lessee within the preceding four years.

Section 10. The correct billing address for payments under the Agreement is as follows:

City of Colleyville, Texas
100 Main Street
Colleyville, Texas, 76034
Attention: Finance

Date: March 24, 2023.

CITY OF COLLEYVILLE, TEXAS

By: _____
Name: Jerry Ducay
Title: City Manager

By: _____
Name: _____
Title: _____

**ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE**

**EVIDENCE OF AUTHORIZATION
(per Section 5)**

[Please provide signed copy of Lessee's authorizing resolution.]

OPINION OF LESSEE'S COUNSEL
(Validity and Tax Opinion -- Please furnish on letterhead.)

March 24, 2023

First Security Finance, Inc.
521 President Clinton Ave., Suite 800
Little Rock, AR 72201

Re: Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023 (the "Agreement"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Colleyville, Texas, as lessee (the "Lessee")

Ladies and Gentlemen:

As legal counsel to the Lessee, I have examined (a) an executed counterpart of the above-referenced Agreement which, among other things, provide financing for the purchase by the Lessee of the Personal Property described therein, (b) an executed counterpart of the Escrow Agreement, dated as of March 24, 2023 (the "Escrow Agreement"), among the Lessor, the Lessee and Bank OZK, as escrow agent, (c) an executed copy of the Lessee's Federal Tax Agreement, dated the date hereof (the "Tax Agreement"), (d) an executed copy of the resolution of the Lessee which, among other things, authorizes the Lessee to execute the Agreement, the Escrow Agreement and the Tax Agreement (together, the "Lessee Documents"), and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. The Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. The Lessee has the requisite power and authority to purchase the Personal Property and to execute and deliver the Lessee Documents and to perform its obligations thereunder.
3. The Lessee Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Lessee, and the Lessee Documents are valid and binding obligations of the Lessee enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the Lessee Documents and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents or the security interest of the Lessor or its assigns, as the case may be, in the Personal Property.
6. The Personal Property constitutes personal property and when subjected to use by the Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the Lessee Documents by the Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Agreement. The Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

**OPINION OF LESSOR'S COUNSEL (TAX OPINION)
AND LESSOR'S ISSUE PRICE CERTIFICATE**

[To be prepared by Gilmore & Bell.]

**DOCUMENTS TO BE DELIVERED TO LESSOR
AFTER DELIVERY AND ACCEPTANCE OF THE PERSONAL PROPERTY**

- **INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:**

First Security Finance, Inc. and its successors and assigns
521 President Clinton Ave., Suite 800
Little Rock, AR 72201

- **CERTIFICATE OF ORIGIN FOR TITLED VEHICLE WITH THE FOLLOWING PARTY SHOWN AS LIENHOLDER:**

First Security Finance, Inc. and its successors and assigns
521 President Clinton Ave., Suite 800
Little Rock, AR 72201

- **ACCEPTANCE CERTIFICATE--SEE ATTACHED FORM**

ACCEPTANCE CERTIFICATE

[For signature and delivery after delivery and acceptance of the Personal Property.]

First Security Finance, Inc.
521 President Clinton Ave., Suite 800
Little Rock, AR 72201

Re: Public Property Finance Act Lease Purchase Agreement dated as of March 24, 2023 (the "Agreement"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Colleyville, Texas, as lessee (the "Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) The Personal Property (as defined in the Agreement) has been delivered and accepted.
- (2) Lessee has conducted such inspection and/or testing of the Personal Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Personal Property for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 22** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

DATED: _____, 20__.

CITY OF COLLEYVILLE, TEXAS

By: _____
Name: Jerry Ducay
Title: City Manager

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Gilmore & Bell.]

LESSEE'S FORM W-9

[Lessee to provide signed Form W-9 to Lessor.]

**TEXAS ETHICS COMMISSION FORM 1295 FILING
FROM LESSOR**

[To be filed by Lessor.]

FUNDING MEMORANDUM

[To be prepared by Lessor.]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e

Agenda Date 3/21/2023

Number Resolution R-23-4826

Type Resolution

Department City Manager

Title

Approval of a First Amendment to Ground and Tower Lease between the City of Colleyville and Sprint Spectrum L.P. for the telecommunications tower located at 5201 Bransford Road, and authorizing the City Manager to execute the agreement

Strategic Plan

Explanation

Reading and Public Hearing

In 1996 the City entered into a ground and tower lease agreement with Sprint. This agreement provided for Sprint to locate equipment on the radio tower at 5201 Bransford, behind the Parks Maintenance building. The initial five-year term began January 1, 1997 at an annual rent of \$11,040, with the option to extend for four additional five-year terms, with annual rent increasing by 15% for each additional term. The last official year of the lease was 2022, and the lease has continued in effect since that time while an updated agreement has been under negotiation. The last annual rent amount was \$22,205.38.

An updated agreement has been negotiated with the following terms:

Annual Rent - \$32,400 (46% increase)

Commences - January 1, 2024

Term - five additional five-year extension periods, with 15% rent increase each extension period

Financial Impact

With approval of the updated agreement, annual rent will increase from \$22,205.38 to \$32,400.

Recommendation

Approve

Attachments

1. Sprint 1996 - 5201 Bransford (radio tower)
2. First Amendment - Sprint 5201 Bransford

GROUND AND TOWER LEASE AGREEMENT

SITE ID: FTW3310

THIS GROUND AND TOWER LEASE AGREEMENT ("Lease") is entered into as of this 18th day of November, 1996, by and between City of Colleyville, Texas, a municipal corporation ("OWNER"), and Sprint Spectrum, L.P. ("SPRINT").

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

1. THE PROPERTY

A. OWNER is the titleholder of that certain real property commonly known as The Communications Tower ("Tower") at 5201 Bransford Road, City of Colleyville, County of Tarrant, State of Texas ("OWNER's Property") which is described on the attached Exhibit "A1." The parties agree that the legal description of OWNER's Property may be attached as Exhibit "A1" after execution of this Lease.

B. SPRINT hereby desires to lease a portion of OWNER's Property, and a certain portion of the elevated water storage tank ("Tower") located on OWNER's Property, together with obtaining a right of access and a right to install utilities (the "Property") as set forth in Exhibit "A2". The Property and landscaping requirements, including any fencing, are to be determined by the OWNER. In addition, SPRINT shall have the right to run cables and wires under, over and across OWNER's Property to connect SPRINT's equipment on the Tower to its equipment in its facility located on the Property as approved by OWNER. SPRINT may park its vehicles on OWNER's Property when SPRINT is constructing, removing, replacing, and/or servicing its communications facility.

C. SPRINT covenants and agrees that it has inspected the Tower and the Property and that it does not rely on any representation of OWNER as to the condition of the Property or Tower or their suitability for the purposes and uses herein intended. SPRINT accepts the Property in its present condition and finds it suitable for the purposes herein intended. OWNER hereby grants SPRINT the right to obtain a title report, soils tests, and other engineering procedures or environmental investigations on, under and over the Property necessary to determine that SPRINT's use of the Property will be compatible with SPRINT's engineering specifications, system, design, operations and Governmental Approvals (hereinafter defined).

D. OWNER and SPRINT further agree that the Property (including an access right-of-way thereto but excluding the space on the Tower) may be surveyed by a licensed surveyor at the sole cost of SPRINT, and such survey shall then replace Exhibit "A2" and become a part hereof and shall control to describe the Property in the event of any discrepancy between such survey and the description contained in Paragraph 1.B. above.

2. LEASE AND EASEMENT

OWNER leases the Property to SPRINT and grants to SPRINT a non-exclusive easement (during the term of this Lease) to access the Property (seven [7] days a week, twenty-four [24] hours a day) and to install, remove, replace, and maintain utility cables, conduits and pipes from the Property to the appropriate, in the discretion of SPRINT, source of electric and telephone facilities.

3. TERM AND RENT

A. This Lease shall be for a initial term of five (5) years beginning on January 1, 1997 ^{JACN} ~~12-01-1996~~ ("Commencement Date") at an Annual Rent of Eleven Thousand Forty Dollars (\$11,040), which rent shall be paid annually, in advance, beginning on the Commencement Date and on each anniversary thereof (partial years prorated) to OWNER or as OWNER may otherwise direct from time to time in writing at least thirty (30) days before any rent payment date.

B. SPRINT is granted options to extend this Lease on these same terms and conditions for four (4) additional five (5) year extension period(s) after the original term expires. This Lease shall automatically be extended for the next extension period at the end of the then-current term subject to the termination requirements in PARAGRAPH 5.

C. The Annual Rent for each extension period shall be the Annual Rent in effect for the final year of the prior term or extension period, as the case may be, increased by fifteen percent (15%).

D. Should this Lease still be in effect at the conclusion of all the extension periods provided for herein, this Lease shall continue in effect upon the same terms and conditions [other than Annual Rent which shall be an amount equal to the Annual Rent in effect for the prior one (1) year period, increased by Paragraph 3.C. above for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least ninety (90) days written notice of its intention to so terminate before the date this Lease expires.

4. USE OF THE PROPERTY

A. SPRINT may use the Property for any lawful purpose, relating to construction, removal, replacement, maintenance, security and operation of a communications facility, including, without limitation, required SPRINT antenna array (as such antenna array may be modified, added to or substituted from time to time) and antenna support structures, and for any other uses incidental thereto. SPRINT shall not use or permit the Property to be used for any purposes other than described above without the written consent of OWNER, which consent will not be unreasonably withheld. Each such antenna or antenna support structure may be configured as requested by SPRINT from time to time provided SPRINT obtains, pursuant to Paragraph 4.B., all permits and approvals required by applicable jurisdictions for such requested configuration notwithstanding the above. OWNER shall approve, disapprove or request modifications to plans for any improvements or modifications installed by SPRINT on the Property, which review and action shall not be unreasonably withheld or delayed. Improvement of the Property to meet SPRINT's needs shall be at SPRINT's sole expense, and SPRINT shall maintain such improvements to the Property in a reasonable condition throughout the term.

B. OWNER acknowledges that SPRINT's ability to use the Property for its intended purposes is contingent upon SPRINT's obtaining and maintaining, both before and after the Commencement Date, all of the certificates, permits, licenses and other approvals (collectively, "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by SPRINT. OWNER shall cooperate with SPRINT in SPRINT's efforts to obtain such Governmental Approvals and shall take no action that would knowingly or intentionally adversely affect SPRINT's obtaining or maintaining such Governmental Approvals, so long as SPRINT is in compliance with applicable provisions of the Colleyville City Charter, ordinances, and rules.

5. TERMINATION

Provided SPRINT is not in default hereunder, if any of the following occurs, SPRINT shall have the right to immediately terminate this Lease by giving written notice to OWNER of such termination.

A. SPRINT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for SPRINT intended use of and improvements to the Property desired by SPRINT; or

B. SPRINT's application for any Governmental Approvals necessary for SPRINT's use of the Property and improvements desired by SPRINT's is denied; or

C. any Governmental Approvals necessary for SPRINT's use of the Property and/or improvements to the Property, whether now or hereafter desired by SPRINT, are canceled, expired, lapsed or are otherwise, terminated or denied so that SPRINT, in its reasonable judgement, determines that it will no longer be able to use the Property for SPRINT's intended use; or

D. the Federal Communications Commission allocates the frequencies at which SPRINT may operate its antennas and equipment and may from time to time change such frequencies. Any change of this nature that, in SPRINT's reasonable judgement, renders its operation of a wireless communications facility at the Property obsolete; or

E. if SPRINT determines that the Property has become unsuitable for SPRINT's operations due to changes in system or network design or in the types of equipment used in such operations or SPRINT's operations at the Property become unprofitable.

F. Provided SPRINT is not in default hereunder and shall have paid all rents and sums due and payable to OWNER by SPRINT, SPRINT shall have the right to terminate this Lease at any time after ten (10) years upon one (1) year prior written notice to OWNER. OWNER shall have the right to terminate this Lease at any time after five (5) years upon one (1) year prior written notice to SPRINT. Notwithstanding anything contained herein to the contrary, OWNER shall have the right to terminate this Lease at any time upon thirty (30) days prior written notice to SPRINT should OWNER, in its sole discretion, determine that the Tower upon which SPRINT's equipment is to be installed should be removed or dismantled.

Notwithstanding anything herein to the contrary, any breach, default or failure by SPRINT to perform any of the duties or obligations assumed by SPRINT under this Lease, or to faithfully keep and perform any of the terms, conditions and provisions hereof, shall be cause for termination of this Lease by OWNER in the manner set forth in this Paragraph. OWNER shall deliver to SPRINT ten (10) days prior written notice of its intention to so terminate this Lease, including in such notice a reasonable description of the breach, default or failure. If SPRINT shall fail or refuse to cure, adjust or correct same to the reasonable satisfaction of OWNER within said ten (10) days written notice to SPRINT, to terminate this Lease. Upon termination of this Lease, all rights, powers and privileges of SPRINT hereunder shall cease and terminate and SPRINT shall, within (10) days, vacate the Property and remove all of its improvements, fixtures and equipment. In the event SPRINT does not vacate the Property within said period, OWNER may, without being deemed guilty of trespass, and without any liability whatsoever on the part of OWNER, enter upon and take full possession of the Property and remove any and all improvements, fixtures and equipment not belonging to OWNER that may be found upon the Property without being liable for damages.

Any termination notice rendered by SPRINT pursuant to this Paragraph shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

Notwithstanding any language to the contrary herein, prior to the installation of Sprint's communication facility, Owner or its designated contractor shall perform engineering studies to determine the structural integrity of the Tower for the placement of Sprint's communication equipment upon the Tower. In the event Owner is not satisfied with ability of said Tower to withstand placement of Sprint's communication equipment upon said Tower, at Owner's sole discretion, the Owner may terminate this Lease, upon written notice to Sprint, without further obligation of either party hereunder.

6. ASSIGNMENT AND SUBLETTING

A. Except to a "Partner Company," "Affiliate," "Subsidiary" or a Subsidiary or Affiliate of a Partner Company of SPRINT, SPRINT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise or mortgage or pledge the same, or sublet the Property, or any part thereof, without the prior written consent of OWNER such consent not be unreasonably withheld or delayed. OWNER's consent to an assignment or sublease shall be deemed given if OWNER does not respond to SPRINT's request within ninety (90) days after OWNER's receipt of such request.

B. No consent by OWNER to any assignment or sublease by SPRINT shall relieve SPRINT of any obligation to be performed by SPRINT under this Lease, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve SPRINT from the obligation to obtain OWNER's express written consent to any other assignment or sublease.

C. Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of SPRINT, if SPRINT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons composing the managers of the partnership, if SPRINT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7. FIRE OR OTHER CASUALTY

A. If the Tower, or access to it, is damaged or destroyed by a casualty, OWNER shall deliver written notice to SPRINT within twenty (20) days after receipt of notice from OWNER's insurance company, which notice from OWNER sets forth OWNER's election (a) not to repair, restore and/or reconstruct the Tower, or (b) to repair, restore and/or reconstruct the Tower. If, as a result of any such casualty, the Property becomes totally or partially unusable by SPRINT, rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Property rendered unusable bears to the entire Property. If OWNER elects to repair, then OWNER shall promptly commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER's expense), and this Lease shall continue in full force and effect.

B. Notwithstanding anything contained herein to the contrary, OWNER is under no duty or obligation to repair the Tower in a manner that would accommodate SPRINT's equipment or antenna array. In the event that following repairs, the Tower is no longer suitable for SPRINT's intended uses, SPRINT's sole remedy shall be to terminate this Lease.

C. If OWNER (a) undertakes the repair, restoration and/or reconstruction of the Tower or of any access thereto but fails to complete such repair, restoration, and/or reconstruction within forty-five (45) days after the casualty, or (b) notifies SPRINT of OWNER's intention not to repair, restore and/or reconstruct the Tower, or fails to deliver to SPRINT the written notice required under Paragraph 7.A. within twenty (20) days, then SPRINT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

8. INDEMNIFICATION AND INSURANCE

A. SPRINT hereby agrees to indemnify and hold OWNER harmless from and against any and all claims of liability for personal injury or property damage to the extent that they result from or arise out of (I) the acts or omissions of SPRINT, its agents and employees in, on or about the Tower, including the Property, excepting however, such claims or damages as may be due to or caused solely by the acts or omissions of OWNER, its employees or agents, and/or (ii) SPRINT's breach of any term or condition of this Lease on SPRINT's part to be observed or performed.

B. OWNER hereby agrees to indemnify and hold SPRINT harmless from any against any and all claims of liability for personal injury or property damage to the extent that they result from or arise out of (I) the acts or omissions of OWNER, its agents and employees in, on or about the Tower, including the Property, excepting, however, such claims or damages as may be due to or caused solely by the acts or omissions of OWNER, its employees or agents, and/or (ii) OWNER's breach of any term or condition of the Lease on OWNER's part to be observed or performed.

C. SPRINT shall provide OWNER with a certificate of insurance, issued by an insurance company licensed to do business in the state in which the Tower is located indicating that SPRINT carries comprehensive general liability insurance with limits of liability thereunder of not less than: bodily injury: \$500,000 for injury to any one person and \$1,000,000 for all injuries sustained by more than one person in any occurrence; property damage: \$1,000,000 for damage as a result of any one accident. Such insurance shall name OWNER as an additional insured with respect to the Property. SPRINT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's request for such certificate. Any insurance required to be provided by SPRINT under this Paragraph 8 may be provided by a blanket insurance policy covering this the Property and other locations of SPRINT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. SPRINT may also fulfill its requirements under this Paragraph 8 through a program of self-insurance, subject to approval by OWNER, which approval shall not be unreasonably withheld. If SPRINT elects to self-insure, then SPRINT shall furnish OWNER with a letter stating that there is a self-insurance program in effect that provides for the same, or greater, coverage than required of SPRINT herein. All insurance policies furnished under this provision shall name OWNER as an additional insured. SPRINT agrees to furnish OWNER with certificates of insurance certifying that SPRINT has in force and effect the above specified insurance.

D. Each hazard insurance policy carried by or on behalf of SPRINT insuring SPRINT's antennas and equipment located on or about the Property shall provide standard extended coverage, including without limitation, coverage against losses caused by fire. The parties further agree and hereby release each other with respect to any claim (including a claim for negligence) which the other party may have against such party for loss, damage or destruction of, or liability for damages to, the property of the other occurring during the term of this Lease, as same may be extended, and normally covered under a fire insurance policy with extended coverage. Notwithstanding anything contained in this Lease to the contrary, the provisions of the Subparagraph 8.D. shall control.

9. UTILITIES

SPRINT shall be responsible directly to the serving entities for all utilities required by SPRINT's use of the Property; however, OWNER agrees to cooperate with SPRINT in its efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, SPRINT will install an electric meter and SPRINT's usage shall be read by OWNER or, at OWNER'S option, by SPRINT, on an annual basis and the cost of electricity used by SPRINT shall be paid by SPRINT to OWNER annually as a payment separate from rent and shall be computed at the then-current public utility rate.

10. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

A. SPRINT's antennas and equipment shall remain personal to and the property of SPRINT. At the termination or expiration of this Lease, if notice is received from OWNER, SPRINT shall remove its antennas and/or equipment. SPRINT shall repair

any damage caused by such removal, and shall otherwise surrender the Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted. Any of SPRINT's equipment or other property that has not been removed from the Property at the time of Lease termination shall be deemed abandoned by SPRINT and OWNER shall be free to dispose of same in any manner OWNER chooses and without any liability to SPRINT therefor.

B. Any claims relating to the condition of the Property must be presented by OWNER in writing to SPRINT within one hundred eighty (180) days after the removal of antennas and equipment by SPRINT or OWNER shall be deemed to have irrevocably waived any and all such claims.

11. SPRINT DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by SPRINT:

(1) The failure by SPRINT to make any payment of rent or any other payment required to be made by SPRINT hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by SPRINT from OWNER.

(2) The failure by SPRINT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by SPRINT, other than specified in Paragraph 11. A. (1), where such failure shall continue for a period of ten (10) days after written notice thereof is received by SPRINT from OWNER; provided however, that it shall not be deemed an Event of Default by SPRINT if SPRINT shall commence to cure such failure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

B. If there occurs an Event of Default by SPRINT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have the option to terminate this Lease and all rights of SPRINT hereunder.

12. NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice) or as otherwise provided under applicable state law. Should OWNER or SPRINT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, rent checks from SPRINT shall be sent to the person listed below to whom notices are sent.

SPRINT: Sprint Spectrum, L.P.
Sta # FTW 3310
Attn: Property Specialist
Address: 1341 Mockingbird Lane, #600 East
Dallas, TX 75247
Telephone Number: 214/640-0120

With a copy to: Business Law Group
Address: 4717 Grand Avenue - 5th Floor
Kansas City, MO 64112

OWNER: City of Colleyville, Texas

Attn: C. Robert Stripling, City Manager
Address: 5400 Bransford Road
Colleyville, Texas 76034
Telephone Number: 817/577-7575 Extension 202

13. SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease transfer or otherwise convey all or any part of OWNER'S Property to any transferee other than SPRINT, then such transfer shall be under and subject to this Lease and all of SPRINT's rights hereunder.

14. HAZARDOUS SUBSTANCES

A. SPRINT represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit "B"). OWNER represents and warrants that it has received no notice of, nor has any knowledge of, any violations of any Environmental Laws affecting the Property. OWNER represents and warrants that, to the best of its knowledge, the Property has never been used for the use, generation, storage or disposal of Hazardous Substances as defined in Exhibit "B" attached hereto.

B. OWNER shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substances, not caused by SPRINT, that have occurred or that may occur on the OWNER's Property, arising from OWNER's activities on the Property.

C. SPRINT agrees to defend, indemnify and hold OWNER harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that OWNER may suffer due to the existence or discovery of any Hazardous Substance on the OWNER's Property or the migration of any Hazardous Substance to other properties or released into the environment arising from SPRINT's activities on the Property during the term of this Lease.

D. OWNER agrees to defend, indemnify and hold SPRINT harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that SPRINT may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, arising from OWNER's activities on the OWNER's Property during the term of this Lease.

15. CONDEMNATION

A. In the event the whole of OWNER's Property, including without limitation the Property and Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

B. In the event any portion of the Property, including without limitation the Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that SPRINT may use and/or construct upon an alternative portion of OWNER's Property which is equally suitable for SPRINT's purposes, provided such space is available. The exact site to which SPRINT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER) provided that SPRINT reasonably approves the site as equally suitable for SPRINT's intended uses. OWNER will designate a site to which SPRINT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property is equally suitable for the purposes of SPRINT, then SPRINT may terminate this Lease.

C. OWNER shall receive the entire condemnation award for land, Tower and such other improvements as are paid for by OWNER, and SPRINT hereby expressly assigns to OWNER any and all right, title and interest of SPRINT now or hereafter arising in and to any such award. SPRINT shall have the right to recover from such authority but not from OWNER, any compensation as may be awarded to SPRINT on account of the leasehold interest of SPRINT now or hereafter arising in and to any such award. SPRINT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to SPRINT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of SPRINT.

16. LIENS

SPRINT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for SPRINT. SPRINT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of

record by payment or posting of a proper bond. No work which OWNER permits SPRINT to perform on the Property shall be deemed to be for the use and benefit of OWNER so that no mechanics or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

17. TAXES

SPRINT shall be liable for and shall pay to the applicable taxing authority if billed directly to SPRINT, or to OWNER if billed to OWNER, upon thirty (30) days prior, written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by SPRINT in or about the Property.

SPRINT shall pay as additional rent any increases in real property taxes levied against OWNER's Property, including the Tower, as a result of improvements constructed by SPRINT on the Property. SPRINT will not be responsible for any increases in real property taxes which are a result of reassessment of OWNER's Property due to any sale or transfer of ownership thereof.

18. QUIET ENJOYMENT AND NON-INTERFERENCE

A. OWNER warrants and agrees that SPRINT, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Property.

B. SPRINT covenants and agrees that SPRINT's equipment, its installation, operation and maintenance will:

(1) Not interfere with the operation of existing radio equipment at the Tower, whether operated by OWNER or other operators prior to installation of SPRINT's antennas and/or transmission lines on the Tower. SPRINT shall coordinate with OWNER and all other operators of radio equipment at the Tower to insure that SPRINT's frequencies and antenna locations will be compatible with said existing radio equipment. In addition, in the event OWNER desires to install additional radio equipment at the water tower site in the future, SPRINT agrees to take all reasonable measures to eliminate any interference with said radio equipment, however, in no event shall SPRINT be required to move its antennas or equipment on the tower site or the equipment building. In the event there is harmful interference to said electronic equipment, SPRINT will promptly take all steps to eliminate said harmful interference with ten (10) days after notice from OWNER or such other operator to SPRINT advising of the interference. If said interference cannot be eliminated within thirty (30) days of notice thereof, SPRINT agrees to suspend operations (transmissions) at the site while the interference problems are studied and a means found to mitigate them. If said interference cannot be eliminated, then SPRINT shall remove its building and equipment from OWNER's Property and this Lease shall thereupon be terminated.

(2) During the term of this Lease or any extension thereof, OWNER shall not permit other tenants, to place or operate any equipment which would interfere with SPRINT's equipment or operations on the OWNER's Property or Property. OWNER shall cause that all subsequent tenants on the Tower to first coordinate with SPRINT to ensure that their frequencies and antenna locations will be compatible with SPRINT's and to agree to a clause similar to this Paragraph 8.A. herein, promising to immediately eliminate harmful interference if said tenant's radio equipment should interfere with that of SPRINT herein.

C. Comply with all applicable rules and regulations of the Federal Communications Commission, and electrical codes of City of Colleyville and for State of Texas. Under this Lease, the OWNER assumes no responsibility for the licensing, operations and/or maintenance of SPRINT's equipment, antennas, transmission lines or attachments.

D. This Paragraph 18 is made subject to Paragraph 19.F.

19. COORDINATION OF OPERATION

A. OWNER agrees (I) to use its best efforts to minimize inconvenience to SPRINT by using its best efforts not to cause or permit any interruption or interfere with the operations of SPRINT's antennas or equipment, during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and (ii) to give SPRINT notice of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Property or of any planned shut downs associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of SPRINT's wireless communications facility, antennas or equipment.

B. Only qualified and adequately insured employees, agents, contractors or persons under SPRINT's direct supervision will be permitted to climb the Tower and to install, maintain, or remove SPRINT's antennas and/or equipment from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of the subsequent users of the Tower to

climb the Tower for the purpose of repair and maintenance or for any other purposes that do not interfere with SPRINT's use of the Tower, and so long as SPRINT complies with the provisions of Paragraph 19 of this Lease.

C. OWNER shall not permit any person, including without limitation any contractor, employee, agent, tenant, or invitee, to work within a ten (10) foot radius of SPRINT's antennas unless SPRINT is notified prior to such activity. OWNER agrees to give SPRINT reasonable advance written notice (except in the case of emergency where advance written notice cannot be reasonably given, in which event, OWNER shall give SPRINT telephonic notice of repairs, alterations, additions, or improvements to be made with respect to the maintenance and operation of the Tower and the Property within such radius of the antennas.

D. In the event that OWNER determines that any equipment or operation of SPRINT causes radio interference, as defined and regulated by the Federal Communications Commission, or interferes with the operation or use of the Tower or with any of OWNER's facilities or OWNER's equipment on the Tower, then SPRINT shall have thirty (30) days within which to correct such radio interference, pursuant to Paragraph 11.A. (2) hereof. Unless such interference is with OWNER's emergency communications then such interference shall be corrected immediately or terminated.

E. It is further understood and agreed that OWNER may perform reasonable routine maintenance, painting, etc. of the Tower without compensation or liability to SPRINT, even though such maintenance and painting may cause interference with SPRINT's operations. OWNER shall notify SPRINT at least sixty (60) days prior to any scheduled maintenance or painting on the Tower that will be likely to interfere with the operation of SPRINT's equipment and allow SPRINT to construct and operate temporary facilities on OWNER's Property. OWNER shall not be required to notify SPRINT prior to performing any emergency maintenance on the Tower.

20. LIGHTING OF ANTENNAS

OWNER hereby agrees that, if because of SPRINT's operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that SPRINT's antennas and/or the Tower be lit and/or marked, SPRINT may install and maintain such lighting and markings. In no event, however, shall SPRINT be responsible for the installation or maintenance of any lighting or markings required by the operations of OWNER or any other tenant in the Tower. OWNER will permit SPRINT access to all portions of the Tower that SPRINT may need in order to check and replace such required or recommended lighting or marking.

21. BROKERS

OWNER and SPRINT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

22. ESTOPPEL CERTIFICATES

A. OWNER, at the request of SPRINT, shall provide SPRINT with a certificate stating: (1) whether OWNER has any claim against SPRINT and if so, stating the nature of such claim; (2) that OWNER recognizes SPRINT's right to SPRINT's antennas, equipment and other property; (3) that SPRINT has the right to remove SPRINT's equipment and other property from the Property notwithstanding that same may be considered a fixture under local law; and (4) that OWNER has no interest in and disclaims any interest to SPRINT's equipment and other property.

B. SPRINT, at the request of OWNER, shall provide OWNER with a certificate stating: (1) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (2) whether or not, to SPRINT's knowledge, there are then existing any set-offs, or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of SPRINT to be performed or complied with (and, if so specifying the same); and (3) the dates, if any, to which the rent has been paid in advance.

23. MISCELLANEOUS PROVISIONS

A. This Lease is not a franchise. This agreement does not prevent the OWNER from seeking to implement a franchise on SPRINT, but SPRINT does not acknowledge that the OWNER has a right to franchise SPRINT or waive any right it might have to contest a franchise.

B. OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Property and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

C. This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and SPRINT, and no verbal agreements or understandings shall be binding upon either OWNER or SPRINT, and any addition, variation, or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

D. OWNER agrees that OWNER's Property (including, without limitation, the Tower) and all improvements comply, and during the term of this Lease, shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense. Except for improvements made by SPRINT, OWNER, at its sole cost, shall maintain in good condition and repair, the Tower and other improvements upon which the Property is located. SPRINT agrees that SPRINT's property and all equipment and improvements erected hereunder shall comply, and during the term of this Lease, shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at SPRINT's sole cost and expense. SPRINT, at its sole cost and expense, shall maintain the appearance of all such equipment and improvements in a manner or condition not materially different from that at the time of installation.

E. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. Any litigation concerning this Lease shall be conducted in Tarrant County, Texas and the parties hereby agree to the venue and personal jurisdiction of these courts.

F. This Lease, and each and every covenant and condition herein, is intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

G. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions the same as if the words importing such covenants and conditions had been used in each separate paragraph.

H. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

I. At OWNER's option, this Lease shall be subordinate to any mortgage by OWNER which from time to time may encumber all or any part of the Property, provided that every such mortgagee shall recognize (in writing and in a form acceptable to SPRINT's counsel) the validity of this Lease in the event of a foreclosure of OWNER's interest and also SPRINT's right to remain in occupancy and have access to the property as long as SPRINT is not in default of this Lease. SPRINT shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Lease, there is any deed of trust, ground lease or other similar encumbrance affecting OWNER's Property, OWNER agrees to use its best efforts in cooperating with SPRINT to obtain from the holder of such encumbrance an agreement that SPRINT shall not be disturbed in its possession, use and enjoyment of the Property.

J. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such condition enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

K. If either party institutes any action or proceeding in court to enforce any provision hereof, or any action for damages for any alleged breach of any provision hereof, then the prevailing party in such action or proceeding shall be entitled to receive from the non-prevailing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses.

L. In addition to the other remedies provided for in this Lease, OWNER and SPRINT shall be entitled to immediate restraint by injunction of any violation any of the covenants, conditions, or provisions of this Lease.

M. The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

IN WITNESS WHEREOF, OWNER and SPRINT have duly executed this Lease as of the day and year first above written.

SPRINT: Sprint Spectrum, L.P.

By: Jack Hyndman
Name: Jack Hyndman
Its: Director-Engineering and Network Operations

OWNER: City of Colleyville, Texas

By: C Robert Stripling
Name: C. Robert Stripling
Its: City Manager
Tax No: 751159664

NOTARIES-GROUND AND TOWER LEASE AGREEMENT

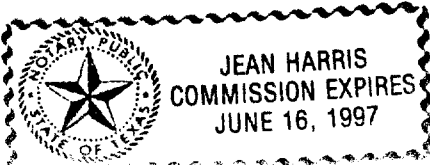
STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 6th day of December 1996, by C. Robert Stripling, of Colleyville, TX a Municipal corporation, on behalf of the corporation. ☐ by _____ partner (or agent) on behalf of _____, a partnership. He/she is personally known to me or has produced _____ as identification.

Jean Harris
(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC-STATE OF Texas



(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

MY COMMISSION EXPIRES: 6/16/97

STATE OF TEXAS

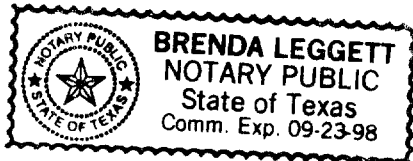
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 18th day of November 1996, by Jack Hyndman, of Sprint Spectrum L.P. a Delaware corporation, on behalf of the corporation. ☐ by _____ partner (or agent) on behalf of _____, a partnership. He/she is personally known to me or has produced his as identification.

Brenda Leggett
(OFFICIAL NOTARY SIGNATURE)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC-STATE OF Texas



Brenda Leggett
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

MY COMMISSION EXPIRES: 9-23-98

EXHIBIT "A-1"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

SITE ID: FTW3310

3.03 acres known as Tract 4 Abstract 1487, O.C. Strum Survey.

LEGAL DESCRIPTION - LEASE AREA

BEING a tract of land out of and a portion of the B.B.B. & C. R.R. Co. Survey, Abstract No. 206, City of Colleyville, Tarrant County, Texas, same being out of and a portion of that certain tract of land conveyed to the Town of Colleyville by Warranty Deed dated June 20, 1968 and recorded in Volume 4587, Page 17, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northwest corner of the Town of Colleyville tract, same being in the center of Bransford Road (50' Right-of-Way) and being the southwest corner of that certain tract of land conveyed to the City of Colleyville by Warranty Deed recorded in Volume 7372, Page 2182, Deed Records, Tarrant County, Texas;

THENCE along the north line of said Town of Colleyville tract and the south line of said City of Colleyville tract, North 89 Degrees 57 Minutes 37 Seconds East, passing at 25.00 feet the east Right-of-Way line of Bransford Road, and continuing for a total distance of 116.44 feet to a point;

THENCE through the interior of said Town of Colleyville tract the following five (5) courses:

1. South 11 Degrees 32 Minutes 45 Seconds East, a distance of 76.15 feet to a point;
2. South 00 Degrees 17 Minutes 59 Seconds East, a distance of 43.01 feet to a point;
3. South 28 Degrees 56 Minutes 53 Seconds East, a distance of 90.90 feet to a point;
4. South 01 Degrees 08 Minutes 30 Seconds West, a distance of 58.66 feet to a point;
5. South 89 Degrees 06 Minutes 58 Seconds East, a distance of 16.47 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Town of Colleyville tract the following four (4) courses:

1. South 00 Degrees 53 Minutes 02 Seconds West, a distance of 26.00 feet to a 5/8" iron rod set;
2. North 89 Degrees 06 Minutes 58 Seconds West, a distance of 31.00 feet to a 5/8" iron rod set;
3. North 00 Degrees 53 Minutes 02 Seconds East, a distance of 26.00 feet to a 5/8" iron rod set;
4. South 89 Degrees 06 Minutes 58 Seconds East, a distance of 31.00 feet to the POINT OF BEGINNING hereof and containing 806 square feet or 0.0185 acres, more or less.

Owner Initials

CM

Sprint Initials

glt

LEGAL DESCRIPTION - ACCESS EASEMENT

BEING a tract of land out of and a portion of the B.B.B. & C. R.R. Co. Survey, Abstract No. 206, City of Colleyville, Tarrant County, Texas, same being out of and a portion of that certain tract of land conveyed to the Town of Colleyville by Warranty Deed dated June 20, 1968 and recorded in Volume 4587, Page 17, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northwest corner of the Town of Colleyville tract, same being in the center of Bransford Road (50' Right-of-Way) and being the southwest corner of that certain tract of land conveyed to the City of Colleyville by Warranty Deed recorded in Volume 7372, Page 2182, Deed Records, Tarrant County, Texas;

THENCE along the north line of said Town of Colleyville tract and the south line of said City of Colleyville tract, North 89 Degrees 57 Minutes 37 Seconds East, passing at 25.00 feet the east Right-of-Way line of Bransford Road, and continuing for a total distance of 25.00 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the north line of said Town of Colleyville tract and the south line of said City of Colleyville tract, North 89 Degrees 57 Minutes 37 Seconds East, a distance of 91.44 feet to a point;

THENCE through the interior of said Town of Colleyville tract the following ten (10) courses:

1. South 11 Degrees 32 Minutes 45 Seconds East, a distance of 76.15 feet to a point;
2. South 00 Degrees 17 Minutes 59 Seconds East, a distance of 43.01 feet to a point;
3. South 28 Degrees 56 Minutes 53 Seconds East, a distance of 90.90 feet to a point;
4. South 01 Degrees 08 Minutes 30 Seconds West, a distance of 58.66 feet to a point;
5. North 89 Degrees 06 Minutes 58 Seconds West, a distance of 20.00 feet to a point;
6. North 01 Degrees 08 Minutes 30 Seconds East, a distance of 53.37 feet to a point;
7. North 28 Degrees 56 Minutes 53 Seconds West, a distance of 90.63 feet to a point;
8. North 00 Degrees 17 Minutes 59 Seconds West, a distance of 46.14 feet to a point;
9. North 11 Degrees 32 Minutes 45 Seconds West, a distance of 57.84 feet to a point;
10. South 89 Degrees 57 Minutes 37 Seconds West, a distance of 74.97 feet to a point on the east Right-of-Way line of Bransford Road;

THENCE along said east Right-of-Way line of Bransford Road, North 00 Degrees 25 Minutes 23 Seconds West, a distance of 20.00 feet to the POINT OF BEGINNING and containing 6831 square feet or 0.1568 acres, more or less.

EXHIBIT "A2"

DEPICTION OF PROPERTY

SITE ID: FTW3310

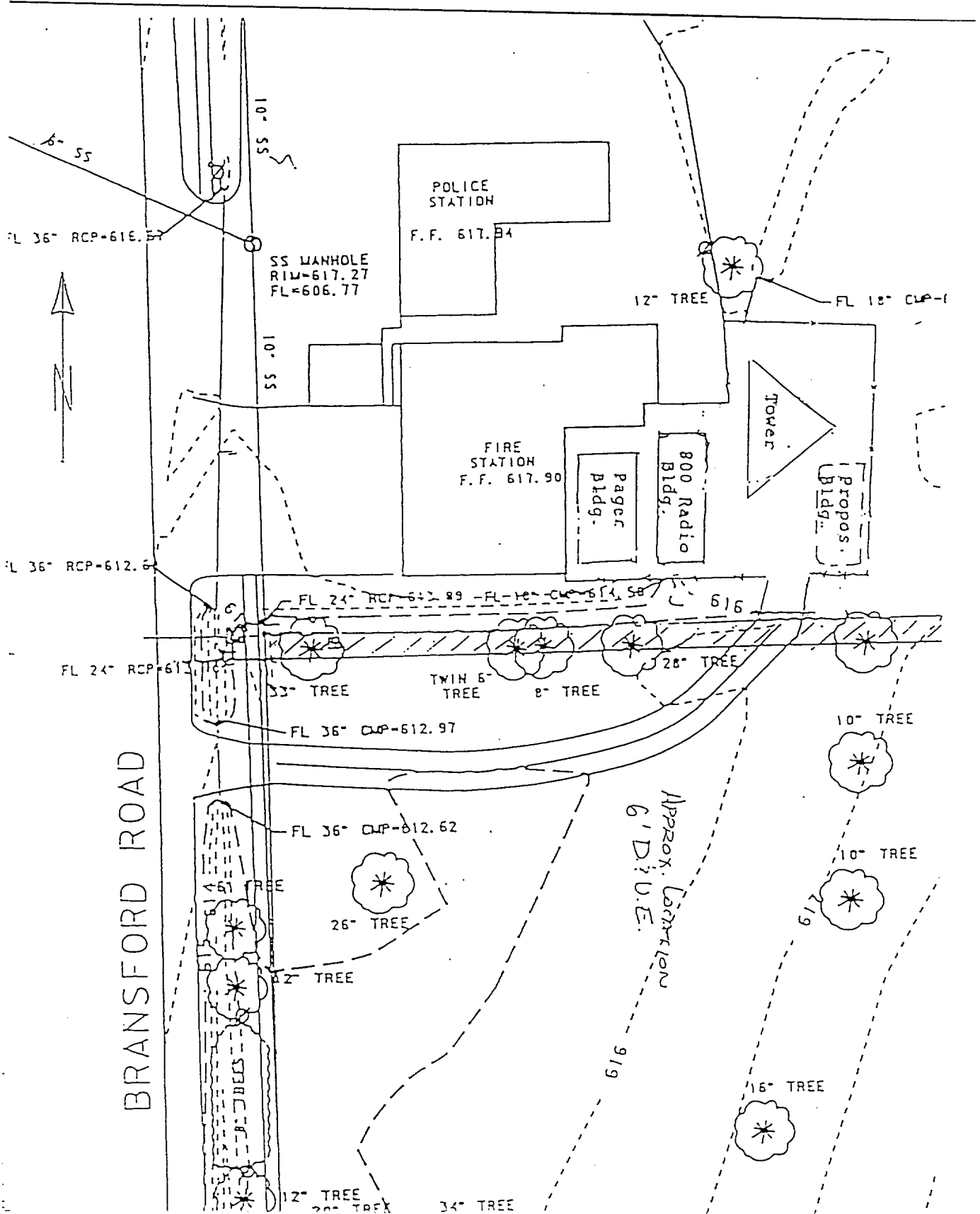
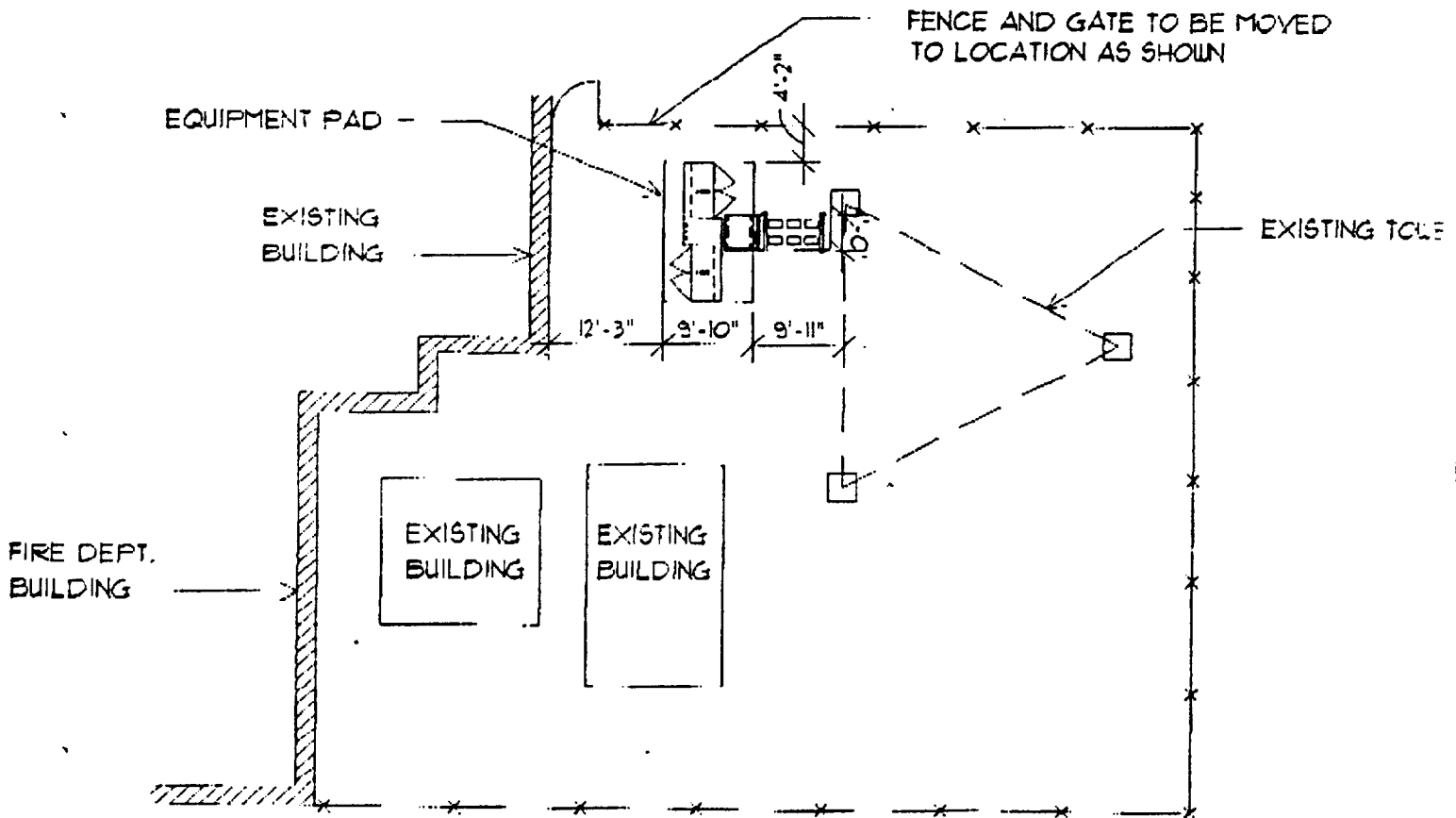


EXHIBIT "A4"

Site Number: FTW 3310
MTA: DFW
Lessor's Name: CITY OF COLLEYVILLE, TEXAS

SITE SKETCH (NOT DRAWN TO SCALE)

SITE NUMBER: FTW 3310.4
SITE NAME: EULESS RD. / BEDFORD RD. / DAVIS
JRH NUMBER: 2552
DATE OF SITE VISIT: 9/6/96



1 SITE PLAN
1" = 20'-0"

EXHIBIT "B"

Ground and Tower Lease Agreement dated November 18, 1996
between the City of Colleyville, as Owner and SPRINT

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§ 2701, *et seq.*, and Texas superfund laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity, including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.

FIRST AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT

This First Amendment to Ground and Tower Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Colleyville, Texas, a Texas home-rule municipality ("**Owner**"), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. ("**Sprint**") (each a "**Party**", or collectively, the "**Parties**").

Owner and Sprint (or their predecessors-in-interest) entered into that certain Ground and Tower Lease Agreement dated November 18, 1996 (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Property**") located at 5201 Bransford Road, Tarrant County, Colleyville, Texas (the "**Owner's Property**").

For good and valuable consideration, Owner and Sprint agree as follows:

1. The Parties acknowledge and agree that the Lease was entered into with the improperly referenced Sprint, "Sprint Spectrum, L.P." and further agree that all references in the Lease to "Sprint Spectrum, L.P." are deleted and replaced with "Sprint Spectrum L.P.".
2. Paragraph 1(B) of the Lease is hereby amended and restated to read as follows:

Sprint hereby desires to lease a portion of Owner's Property, and a certain portion of the metal frame communications tower ("Tower") located on Owner's Property, together with obtaining a right of access and a right to install utilities (the "Property") as set forth in Exhibit "A2". The Property and landscaping requirements, including any fencing, are to be determined by Owner. In addition, Sprint shall have the right, subject to an approved site plan, when applicable, to run cables and wires under, over and across Owner's Property to connect Sprint's equipment on the Tower to its equipment in its facility located on the Property as approved by Owner. Sprint may temporarily park its vehicles on Owner's Property when Sprint is constructing, removing, replacing, and/or servicing its communications facility; provided that Sprint shall restore any damage to the Property arising from the same.

3. Paragraph 1(C) of the Lease is hereby amended and restated to read as follows:

Sprint acknowledges that the Tower and Property are provided in an "AS IS", "WHERE IS" condition with all faults and further covenants and agrees that it has inspected the Tower and the Property and that it does not rely on any representation of Owner as to the condition of the Property or Tower, or their suitability for the purposes and uses herein intended. Sprint accepts the Property in its present condition and finds it suitable for the purposes herein intended. Owner hereby grants Sprint the right to obtain a title report, soils tests, and other engineering procedures or

environmental investigations on, under and over the Property necessary to determine that Sprint's use of the Property will be compatible with Sprint's engineering specifications, system, design, operations and Governmental Approvals (hereinafter defined).

4. Paragraph 3(B) of the Lease is hereby amended to add the following:

Upon expiration of the current extension period ending on December 31, 2023, Sprint shall have the option to extend the term of this Lease for a further five (5) additional five (5) year extension period(s) beginning January 1, 2024 (collectively, the "First Amended Extension Term"). The Annual Rent for the First Amended Extension Term shall be Thirty-Two Thousand Four Hundred Dollars (\$32,400.00), commencing on January 1, 2024, which shall be increased in conformance with Paragraph 3(C) below. This Lease shall automatically be extended for each successive extension period at the end of the then-current extension period, unless (i) Sprint provides written notice of its intent not to extend not later than ninety (90) days prior to the end of the then-current extension period or (ii) this Lease is terminated in conformance with Paragraph 5 of the Lease.

5. Paragraph 3(D) of the Lease is hereby amended and restated to read as follows:

Should this Lease still be in effect at the conclusion of all the extension periods provided for herein, this Lease shall be deemed to be a holdover tenancy at will (but shall not itself constitute a renewal or extension of any term) and shall continue in effect for successive one (1) year periods upon the same terms and conditions (except Annual Rent). Annual Rent for each one (1) year holdover period shall be an amount equal to the Annual Rent in effect for the prior one (1) year period, increased by three percent (3%), . until and unless terminated by either party by giving to the other at least ninety (90) days written notice of its intention to terminate this Lease.

6. Paragraphs 8(A) and (B) of the Lease are hereby amended and restated to read as follows:

A. Sprint hereby agrees to indemnify and hold Owner harmless from any against any and all claims of liability for personal injury or property damage to the extent that they result from or arise out of (i) the acts or omissions of Sprint, its agents and employees in, on or about the Tower, including the Property, excepting, however, such claims or damages as may be due to or caused by the negligent acts or omissions of Owner, its employees or agents and/or (ii) Owner's breach of any term or condition of the Lease on Owner's part to be observed or performed.

B. To the extent allowed by law, Owner hereby agrees to indemnify and hold Sprint harmless from any against any and all third-party claims of liability for personal injury or property damage to the extent that they result from or arise out of (i) the negligent acts or omissions of Owner, its agents and employees in, on or about the Tower, including the Property, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Sprint, its employees or agents and/or (ii) Sprint's breach of any term or condition of the Lease on Sprint's part to be observed or performed.

7. Paragraph 14(D) of the Lease is hereby amended and restated to read as follows:

To the extent allowed by law, Owner agrees to defend, indemnify and hold Sprint harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Sprint may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, arising from Owner's activities on the Owner's Property during the term of this Lease.

8. Owner consents to allow Sprint to complete upgrades and additions of its equipment on the Property for no additional consideration, in compliance with required permits; provided, that the foregoing upgrades and/or additions are reasonably necessary for Sprint to continue to provide the services contemplated in this Agreement.
9. Sprint shall have the right, at its sole cost and expense, to connect to and otherwise utilize any and all pre-existing utility related equipment, or alternatively, to construct, install, operate, maintain, repair, add, upgrade, remove or replace utility related equipment (collectively, the "**Utility Facilities**") located on or serving the Owner's Property, which are either owned by or available to Owner.
10. Sprint shall be responsible for all utility charges for electricity, or any other utility service used by Sprint on the Property (the "**Utility Charges**") in conformance with Paragraph 9 of the Lease.
11. Sprint shall have the right to assign, or otherwise transfer the Lease, upon Sprint's delivery to Owner of written notice of any assignment or transfer by Sprint. Sprint shall be relieved of all liabilities and obligations and Owner shall look solely to the assignee, or transferee for performance under the Lease. Sprint shall have the right to sublease the Lease without the need for Owner's consent.

12. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Sprint may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Sprint:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ DA04387S

If to Owner:

City of Colleyville, Texas
100 N. Main Street
Colleyville TX, 76034

13. Sprint and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Owner's Property without additional payment or consideration.
14. Owner will execute a Memorandum of Agreement at Sprint's request. If the Owner's Property is encumbered by a deed, mortgage or other security interest, Owner will also execute a subordination, non-disturbance and attornment agreement.
15. Any charges payable under the Lease other than Annual Rent shall be billed by Owner to Sprint within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Owner.
16. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
17. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
18. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Owner represents and warrants to Sprint that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Sprint to compensate or reimburse

Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

19. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Owner:

City of Colleyville, Texas, a Texas home-rule municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Sprint:

Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4f
Type Resolution
Department Engineering

Agenda Date 3/21/2023

Number Resolution R-23-4826

Title

Approval of a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$74,996.00, for the design of The Reserve Lift Station Improvements Project, and authorizing the City Manager to execute the agreement

Strategic Plan

Explanation

Reading and Public Hearing

In November 2022, Garver, LLC, completed a hydraulic evaluation and an alternative analysis for improvements to address operational issues at The Reserve lift station, located within The Reserve. Improvements consist of the replacement of two existing submersible pumps and variable frequency drives (with the addition of one spare), the addition of a permanent on-site generator with an automatic transfer switch, electrical improvements, the addition of containment for degreaser storage, and dosing equipment, which includes permanent routing of degreaser lines to the wet well.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 69 submittals from various professional engineering firms. Based on a review of the submitted Statements of Qualifications, staff is recommending the use of Garver, LLC, for this project.

If approved, Garver, LLC will design The Reserve Lift Station Improvements Project and prepare the specifications and engineering drawings for construction of this project.

Financial Impact

The funding source for The Reserve Lift Station Improvement Project is the Capital Utility Fund.

Recommendation

Approve

Attachments

1. Professional Services Agreement - Graver, LLC

PROFESSIONAL SERVICES AGREEMENT

Reserve Lift Station Improvements Project

This Professional Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **Garver, LLC** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City services for improvements to Colleyville Reserve Lift Station ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

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

Section 3. Professional's Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies

in the services which do not meet the Standard of Care. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(c) Additional Services. Should City require additional services not included under this Agreement, Professional and City shall execute a mutually agreeable amendment outlining the fee and schedule for such additional services.

(d) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

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

(f) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records only during regular business hours and after providing reasonable advanced written notice. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities and the current or former employees of Professional, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Except to the extent permitted by law, the City shall not be entitled to audit Professional's proprietary financial records associated with the make-up of negotiated lump sum services, unit prices or fixed fees or rates agreed upon.

(g) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

(h) Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Professional to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous materials. Notwithstanding the foregoing, Professional will use commercially reasonable efforts report the presence and location of any known hazardous materials it notices in the course of performing the services.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with Texas Local Government Code § 271.904(d). In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time and an equitable adjustment in fee in conformance with this Section 4 for the performance of same as hereinafter provided.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within two (2) business days after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents, or consultants. The Project Documents are prepared and furnished by Professional pursuant to this Agreement and are not intended or represented to be suitable for use or reuse by City or others on any project, including any future project, other than the Project. Any use or reuse on any project or any future project other than the Project without prior written verification or adaption by Professional for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Professional. City, to the extent permitted under applicable law, shall defend, indemnify and hold harmless Professional and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of such use.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain

the sole and exclusive property of Professional or its suppliers. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City in any materials provided to Professional. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Professional information that it has expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Professional's performance of the services under this Agreement. This obligation of confidentiality shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the services. Professional shall further, at its own expense, defend all third-party suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights unless such claim is based on information and/or technology provided or specified by City.

Section 6. Payment

(a) (a) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any disputed payment to Professional when, Professional has not made satisfactory progress on the Project as described in the Scope of Services, violating Texas Local Government Code § 271.904(d).

(b) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed SEVENTY-FOUR THOUSAND, NINE HUNDRED AND NINETY-SIX DOLLARS AND NO/100 (\$74,996.00). In the event of any material breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any credible claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not commenced to be corrected within ten (10) days and fully corrected within thirty (30) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services satisfactorily completed in accordance with the Standard of Care prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how

and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services properly performed by Professional in accordance with the Standard of Care prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, or a period of one-hundred and eighty (180) days (whichever occurs first), Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

(a) Professional shall during the term hereof maintain in full force and effect the following insurance (unless otherwise agreed in writing by the parties):

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, or actions relating to the Professional's performance of services pursuant to this Agreement with a combined single limit of \$1,000,000.00 per occurrence; \$2,000,000 per aggregate for injury to persons (including death), and for property damage;
- (ii) an automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of \$1,000,000.00; and

- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions:
 - (i) name the City, its officers, and employees as additional insureds as to all applicable coverage to the extent of the indemnities agreed between the parties in this Agreement (not including the Workers Compensation Insurance and Professional Liability);
 - (ii) provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits/material change; and
 - (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A-(minus)” by AM Best or other equivalent rating service.
- (d) A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 10. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT WHICH IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE CITY. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY INDEMNITEES”) FOR DAMAGE TO ANY THIRD-PARTY TANGIBLE PROPERTY OR BODILY INJURY TO, OR DEATH OF, ANY PERSON ARISING FROM PROFESSIONAL’S NEGLIGENT PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. PROFESSIONAL SHALL NOT BE LIABLE AT ANY TIME FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL THIRD-PARTY TORT LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF THIRD-PARTY TANGIBLE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO

PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's obligation under Section 10 this Agreement and shall see to the investigation and defense of such claims in conformance with this Section 10; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. .

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Limitations of Liability.

(a) Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

(b) Limitation to Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, PROFESSIONAL'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO 100% OF THE COLLECTIBLE PROCEEDS OF THE INSURANCE LIMITS PROVIDED IN SECTION 9 OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE ATTRIBUTED TO PROFESSIONAL (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Section 14. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement as of the Effective Date. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

GARVER, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Lance Klement, PE
North Texas Water Team Leader

Date: _____

Date: _____

Notice Address:

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main St
Colleyville, Texas 76034
E: jducay@colleyville.com

Garver, LLC
Attn: Lance Klement, PE
3010 Gaylord Pkwy Suite 190
Frisco, Texas 75034
E: lpklement@garverusa.com

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EXHIBIT A – SCOPE OF SERVICES

City of Colleyville, TX **Reserve Lift Station Improvements**

GENERAL

Generally, the scope of services includes design services for improvements to ***Colleyville Reserve Lift Station***. Improvements will consist primarily of the following:

- Replacement of the two existing submersible pumps, with the addition of one shelf spare, per the recommendations in the Colleyville Reserve Lift Station Hydraulic Evaluation Technical Memorandum and per additional investigations to verify hydraulic conditions
- Replacement of the two existing VFDs, with the addition of one shelf spare
- Addition of a generator and automatic transfer switch (ATS)
- Electrical improvements to support these improvements
- Addition of containment for degreaser storage and dosing equipment
- Addition of permanent routing for bubbler and degreaser lines to the wet well

1. PRELIMINARY DESIGN

Once Garver receives a written notice to proceed (NTP) from Owner, Garver will begin Preliminary Design for one construction contract.

Garver will develop a Project Management Plan (PMP) for internal use. This will include the development of a detailed schedule to communicate key deadlines to the design team. Garver will also develop a Quality Control/Assurance Plan (QCP) and perform internal Quality Assurance/Quality Control (QA/QC) reviews of all major deliverables. During the Preliminary Design phase, Garver will provide monthly progress reports, sufficient to support monthly invoices.

Garver will conduct a Kick-Off Meeting with Owner to discuss project scope, introduce team, establish lines of communication, and present the project schedule.

The Preliminary Design phase submittal will include the following:

- Preliminary Drawings
- Equipment Data Sheets and Manufacturer Information
- Opinion of Probable Construction Cost (OPCC)

The Preliminary Design phase will represent approximately 30 percent of bidding document completeness. The Preliminary Drawings are anticipated to include a site plan, piping and instrumentation diagrams (P&IDs), mechanical drawings, structural drawings, and electrical one-line diagrams. This submittal will not include technical specifications or “front end” bidding documents. Following the submission of the Preliminary Design, Garver will conduct a Preliminary Design Workshop.

1.1. Summary of Deliverables

- A. Monthly Progress Reports and Invoices – One electronic (pdf) copy per month
- B. Preliminary Design Drawings – One electronic (pdf) set



- C. Equipment Data Sheets and Manufacturer Information – One electronic (pdf) set
- D. OPCC – One electronic (pdf) set

1.2. Summary of Meetings

- A. Kick-Off Meeting – Virtual meeting with up to four Garver members attending
- B. Preliminary Design Workshop – One in-person meeting at the Owner's location with up to two Garver members attending

2. FINAL DESIGN

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the Final Design phase, Garver will develop final designs to prepare bidding plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and OPCC. During the Final Design phase, Garver will provide monthly progress reports, sufficient to support monthly invoices.

The Final Design phase is anticipated to have two major submittals: a 90% and 100%. The bidding documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work. Garver will provide a native file of the advertisement, agreement, bonds, notice to proceed, and other specifications that are required to be completed by the Owner during the bidding and construction phases.

Garver's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Garver's standard drawing format and technical specifications. Garver will utilize the EJCDC standard documents as a base for developing the project's front-end documents. EJCDC's standard General Conditions will be utilized with edits being provided by the Supplemental Conditions. Standard forms, as required by the funding source, will be incorporated.

Garver will design the IO connections and SCADA control narrative for the generator, ATS, and pumps.

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the plant operation during construction. This review will occur at the 90% Design Workshop. Upon receipt of written approval from Owner, Garver will incorporate the comments from the 90% design and complete the 100% design.

Garver will submit a Facility Improvements Notice Letter to the Texas Commission for Environmental Quality (TCEQ) for review and will respond to questions during the review period.

2.1. Summary of Deliverables

- A. Monthly Progress Reports and Invoices – One electronic (pdf) copy per month
- B. 90% Design Drawings – One electronic (pdf) set
- C. 90% Technical Specifications with Front-End Documents – One electronic (pdf) set
- D. 90% OPCC – One electronic (pdf) set
- E. Facility Improvements Notice Letter – One electronic (pdf) copy and one hard copy to TCEQ
- F. 100% Design Drawings – One electronic (pdf) set



- G. 100% Technical Specifications with Front-End Documents – One electronic (pdf) set
- H. 100% OPCC – One electronic (pdf) set

2.2. Summary of Meetings

- A. 90% Design Workshop – One in-person meeting at the Owner's location with up to two Garver members attending

3. **EXTRA WORK**

The following items are not included under this agreement but will be considered as extra work:

- A. Design or coordination of cleaning, rehabilitation, or replacement of the existing force main
- B. Survey of any kind
- C. SUE of any kind
- D. Geotechnical services
- E. SCADA integration
- F. Funding assistance
- G. Bidding services
- H. Construction phase services including, but not limited to, construction administration and construction observation
- I. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
- J. Submittals or deliverables in addition to those listed herein

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

4. **SCHEDULE**

Garver shall begin work under this Agreement within ten days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Duration (Not inclusive of Owner or TCEQ review)</u>
Preliminary Design	45 calendar days from NTP
Final Design	60 calendar days from approval of Preliminary Design

Exhibit B

City of Colleyville Reserve Lift Station Improvements V3

FEE SUMMARY

Basic Services Section	Estimated Fees	Fee Type
TASK 1 - Preliminary Design	\$ 36,154.00	Lump Sum
TASK 2 - Final Design	\$ 38,842.00	Lump Sum
Subtotal for Basic Services	\$ 74,996.00	



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4g

Agenda Date 3/21/2023

Number Resolution R-23-4826

Type Resolution

Department City Secretary

Title

Appointing members to the Colleyville Center Advisory Committee and Parks and Recreation Advisory Board

Strategic Plan

Explanation

Reading and Public Hearing

The terms of members on the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Committee expire March 2023. Those with expiring terms were contacted and asked to submit an application if they wished to be considered for reappointment and the positions were advertised.

The Colleyville Center Advisory Committee has two expiring At Large positions, Jeremy Tallo and Paul Vigiletti.

The following applications were received:

Julie George, who currently serves the Committee as the Garden Club Representative
Jeremy Tallo
Paul Vigiletti

The Parks and Recreation Advisory Board has four place positions with expiring terms:

Amy Ackermann
John Hillebrand
Eric Presson
Bob Scott

The following applications were received:

Amy Ackermann
Alexandra Aguirre
Julie George
John Hillebrand
Jerome Obinabo
Eric Presson
Bob Scott
Leisa Waterworth

This item provides for appointing two members to the Colleyville Center Advisory Committee and four members to the Parks and Recreation Advisory Board.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Colleyville Center Advisory Committee Roster
2. 2023 Colleyville Center Advisory Committee Applications
3. Parks and Recreation Advisory Board Roster
4. 2023 Parks and Recreation Advisory Board Applications

COLLEYVILLE CENTER ADVISORY COMMITTEE

Judith Goodwin

(817) 267-8702

dongoodwin@verizon.net

TERM: March 2022 – March 2024

Lee Koch

(817) 975-3898

lkoch1212@gmail.com

TERM: March 2022 – March 2024

Fred Mills

(817) 320-6862

saxmills@verizon.net

TERM: March 2022 – March 2024

Jeremy Tallo

(817) 266-4094

jeremytallo@gmail.com

TERM: March 2021 – March 2023

Alex Thomas

(904) 703-9008

atpost@gmail.com

TERM: March 2022– March 2024

Paul Vigiletti

(817) 485-7417

paubervig@att.net

TERM: March 2021 – March 2023

Colleyville Garden Club**Julie George**

(817) 577-2627

juliefgeorge@sbcglobal.net

TERM: March 2021 – March 2023

Colleyville Lions Club**Louis C. Miller**

(817) 994-6180

millerlouis@sbcglobal.net

TERM: March 2021 – March 2023

National Charity League**Athena Wiginton**

(817) 946-0180

apw@thewigintons.com

TERM: March 2022 – March 2024

Colleyville Rotary Club

VACANT

Colleyville Woman's Club**Darla Dennison**

(817) 770-8805

TERM: March 2022 – March 2024

Colleyville Chamber of**Commerce**

VACANT



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. COLLEYVILLE CENTER ADVISORY COMMITTEE
3. CLICK HERE TO MAKE SELECTION

▼

▼

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Julie F. George

Address: 5908 Quality Hill Road, Colleyville, Texas 76034

Phone: 214-202-4671 E-mail Address: juliefgeorge@gmail.com

How long have you been a Colleyville resident? 26 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

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

I have participated and organized many events in the city, and am a member of several civic organizations: Colleyville Garden Club, Colleyville Citizens Police Alumni, Colleyville Citizens on Patrol, Colleyville Citizen Fire Academy Alumni, and

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

To lend my thoughts and experience in an advisory role to the Colleyville Parks and Recreation Department. My family and I have utilized the Parks in Colleyville and participated in many of the recreational opportunities in the city.

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

I think the attention we have given our parks is a great asset to the city and made them more used and visited by our city residents for events and personal use. Our purchase of the Covenant Church property will be a great asset and will be used by many as well as the expansion and renovation of the Senior Center.

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

Not sure of issues in Colleyville that need change, but we should continue to listen to our residents and businesses to be aware of issues that may require change.

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

To build more trails and not just sidewalks.

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

To continue to invest in the future by supporting our residents and businesses.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received:

Recorded/Printed:

Acknowledged By:



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. COLLEYVILLE CENTER ADVISORY COMMITTEE
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Jeremy Tallo

Address: 7401 Overland Trail Colleyville, TX 76034

Phone: 8172664094 E-mail Address: jeremytallo@gmail.com

How long have you been a Colleyville resident? 6 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

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

2 years on the Colleyville Center Advisory Board. Nearly half of that as Chairman.

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

To offer advice and confirmation for whatever the current issues or needs are.

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

The Center is doing very well and it's largely due to the management team and their hard work.

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

Possibly some infrastructure on the most traveled roads.

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

To make Colleyville a desired place for families to feel safe, and businesses to be free to pursue success.

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

To be a city where the freedoms of its citizens be the main focus of the government. That business be able to operate with minimal unnecessary regulation.

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

For Office Use

Date Received: 3/1/2023

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. COLLEYVILLE CENTER ADVISORY COMMITTEE
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Paul Vigiletti

Address: 604 Summertree Court Colleyville Tx 76034

Phone: 8176894475 E-mail Address: paubervig@att.net

How long have you been a Colleyville resident? 35yrs

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

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

Colleyville Center Advisory Board, Colleyville Police Dept Records Volunteer, Colleyville Cop Alumni, Colleyville Fire Dept Alumni, Previous Citizen on Patrol Colleyville Police Dept, Volunteer for the Criminal District attorneys office downtown Fort Worth, Sonata Music Society member, Knights of Columbus, etc.

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

I have been a member of the Colleyville Center Advisory Board since its very beginning. I helped as an advisor before and during the building of the center. Because of the length of time being on the committee I have gained a wealth of knowledge about the center and the working of the city with the center. The center is very special to me so I would like to remain on the Advisory Committee board.

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

City government and City Council.

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

a. Install underground lighting along hwy 26. B. Synchronize the traffic signal lights along hwy 26 thus eliminating the traffic congestion. C. Install signage that will direct the public to all the municipal buildings including the Colleyville Center, and all the Colleyville parks.

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

Synchronize the traffic lights along hwy 26

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

Have all corridors look like the Hall Johnson corridor, this includes Glade and Cheeksparger Roads.

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/6/23

Recorded/Printed:

Acknowledged By: AL

PARKS AND RECREATION ADVISORY BOARD

PLACE 1

Bob Scott

(817) 676-4220

bob.scott774@gmail.com

TERM: March 2022 – March 2023

PLACE 2

Jerome Davis

(817) 266-1480

davisjerome15@yahoo.com

TERM: March 2022 – March 2024

PLACE 3

John Hillebrand - Vice Chair

(817) 798-0112

hille@sbcglobal.net

TERM: March 2021 – March 2023

PLACE 4

Dustan Goodell

(214) 796-6827

dgoodell@associaonline.com

TERM: March 2022 – March 2024

PLACE 5

Amy Ackermann

(817) 600-8838

AmyATX99@gmail.com

TERM: March 2021 – March 2023

PLACE 6

James Poettcker

(817) 313-9344

jpoett@sbcglobal.net

TERM: March 2022 – March 2024

PLACE 7

Eric Presson - Chair

(817) 733-3121

ewpresson@protonmail.com

TERM: March 2021 – March 2023

PLACE 8

Joe Stout

(817) 988-9488

josephstout@yahoo.com

TERM: March 2022 – March 2024

CITY COUNCIL LIAISON

Callie Rigney

(682) 651-5495

crigney@colleyville.com

CITY COUNCIL LIAISON

Kathy Wheat

(817) 382-8178

kwheat@colleyville.com

YOUTH SPORT ASSOCIATIONS LIAISONS

Colleyville Baseball Association

Mike Wang

cvbbpresident@gmail.com

Colleyville Soccer Association

Hector Rodriguez

president@ColleyvilleSoccer.net

Colleyville Softball Association

Russell Rinn

russellrinn2007@yahoo.com



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. ☐ PARKS AND RECREATION ADVISORY BOARD _____

2. ☐ Library Advisory Board _____

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Amy Ackermann

Address: 1905 Camden Court, Colleyville, TX 76034

Phone: ☐ 817-600-8838 _____ E-mail Address: AmyATX99@gmail.com _____

How long have you been a Colleyville resident? 6 years (& '90-'96)

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

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

I have served on the Parks & Recreation Advisory Board since 2021. I served 3 years as Chair for the Social & Concert Committee for a subdivision with over 1500 homes (Brookstone Country Club, GA). I also served as an ARC committee member for 3 years. As Social Chair, I initiated new programs and events that continue to be held annually. As Social Chair, I led the development of a concert series for the community (held 3x/year in the subdivision green space). The success of the concert series led to HOA funds being allocated to building a permanent stage on the space for future concert performances.

In addition, my committee initiated the start of an annual Fall Festival within the neighborhood. The festival was designed to be sponsored by local businesses, so that there is zero cost to the community. The festival included carnival games, inflatables, and food trucks.

Prior to getting involved in the neighborhood boards and committees, I was a District Sales Manager for Abbott Pharmaceuticals. Prior to being a District Manager, I was a Sales Trainer and Sales Representative in the Pharmaceutical arena (Abbott Pharmaceuticals and Ferndale Laboratories).

My sales experience (15 years), leadership as a District Sales Manager and serving on neighborhood boards would be an invaluable asset to serving on one of Colleyville's committees.

I grew up in Colleyville ('92 GHS graduate) and 3 years ago we returned to settle in Colleyville and raise our children. I chose Colleyville for my family because it is a wonderful place to live and raise children. I would be proud to serve and lend my services to the Colleyville community.

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

As a servant leader, my role would be to protect the integrity of Colleyville's Master Plan, yet listen to community input and work together to grow and develop the community to stay "current / with the times" but not lose that "Colleyville charm" that residents desire.

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

Colleyville has continued to preserve the small town feel yet offer the amenities and advantages of living in a bigger city. The city leadership (City Council, CPD) are approachable and demonstrate active commitment to responding to the community concerns and requests. (Ex. incorporating community input from surveys into the master plan, and transparency of leadership meetings) I have a similar leadership style, developed during my tenure as a Sales Manager in the Pharmaceutical arena.

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

Remaining flexible to continue to grow Colleyville businesses, yet keep it as a top destination city for families relocating and continue to be one of the safest cities in Texas. I believe there is opportunity to bring in additional business (tax revenue) but still maintain the small city feel that is appealing to residents.

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

I would like to see additional amenities, provided primarily by businesses in Colleyville. There is opportunity to create more community friendly events, sponsored by local businesses, which will connect residents and business owners. There's opportunity to tailor Main St. to be a destination for shopping and socializing for all residents.

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

Preserving Colleyville's desired small town feel and also provide residents with more options for dining and shopping locally. Colleyville Villages has become a beautiful area (fountains and open spaces) and should be a regular destination for local families to shop, dine and socialize with neighbors.

All information provided is public pursuant to the Texas Public Information Act.

**Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; cloven@colleyville.com and kseiger@colleyville.com**

For Office Use

Date Received: 2/23/23 Recorded/Printed: Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD



2. CLICK HERE TO MAKE SELECTION

3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Alexandra Michelle Aguirre

Address: 2402 Wilkes Dr, Colleyville, TX 76034

Phone: 214-995-6657 E-mail Address: Texastechgirl@gmail.com

How long have you been a Colleyville resident? 3 years

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

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

Currently work full time for an auto finance company. I am responsible for Compliance for the organization, which includes working with several groups and applying regulatory requirements.
I volunteer with Habitat for Humanity and a local food bank.

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

Acting as a liason between citizens and the City Council; Listening to issues and obtaining input from citizens for park initiatives.

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

Colleyville has award winning park facilities, consistently taking care and making improvements on current parks.

With the potential of a Colleyville Recreation center, this is an indication of the importance of both parks and recreation locations for the citizens.

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

Ensuring that all citizens are aware of changes that could impact them, there is a lack of communication as not everyone uses the same source (water bill vs. social media vs. emails).

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

Ensure that parks and open spaces are left for future generations to enjoy

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

Make Colleyville a desirable place to live by creating and improving amenities that citizens desire.

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:

817.503.1130 Fax: 817.503.1139; cloven@colleyville.com and kseiger@colleyville.com

For Office Use

Date Received: 01.24.23

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. COLLEYVILLE CENTER ADVISORY COMMITTEE
3. CLICK HERE TO MAKE SELECTION

▼

▼

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Julie F. George

Address: 5908 Quality Hill Road, Colleyville, Texas 76034

Phone: 214-202-4671 E-mail Address: juliefgeorge@gmail.com

How long have you been a Colleyville resident? 26 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

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

I have participated and organized many events in the city, and am a member of several civic organizations: Colleyville Garden Club, Colleyville Citizens Police Alumni, Colleyville Citizens on Patrol, Colleyville Citizen Fire Academy Alumni, and

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

To lend my thoughts and experience in an advisory role to the Colleyville Parks and Recreation Department. My family and I have utilized the Parks in Colleyville and participated in many of the recreational opportunities in the city.

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

I think the attention we have given our parks is a great asset to the city and made them more used and visited by our city residents for events and personal use. Our purchase of the Covenant Church property will be a great asset and will be used by many as well as the expansion and renovation of the Senior Center.

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

Not sure of issues in Colleyville that need change, but we should continue to listen to our residents and businesses to be aware of issues that may require change.

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

To build more trails and not just sidewalks.

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

To continue to invest in the future by supporting our residents and businesses.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received:

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Application for Appointment

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1. PARKS AND RECREATION BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. JOHN HILLEBRAND

Address: 7804 TILLMAN HILL CT

Phone: 817-798-0112 E-mail Address: hille@sbcglobal.net

How long have you been a Colleyville resident? 30+ years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:
CURRENT MEMBER OF PARKS AND RECREATION BOARD
2. What do you perceive your role will be in serving on a board, commission, or committee?
ASSISTING COUNCIL WITH P & R ISSUES
3. In your opinion, what policies / programs / assets of Colleyville are working well?
4. What are some issues in Colleyville which may require change?
5. If you could influence the City in just one way, what would that be?
MAINTAIN OPEN SPACE AND NATURAL AREAS
6. Please share your vision for the City of Colleyville.
SUBURBAN COMMUNITY WITH RESPECT FOR THE ENVIRONMENT FROM WHICH IT IS CARVED

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

For Office Use

Date Received: 01/31/23

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. SIGN BOARD/ZONING BOARD OF ADJUSTMENT/SIGN BOARD OF APPEALS
3. PLANNING AND ZONING COMMISSION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Jerome Obinabo

Address: 6904 Meade Drive, Colleyville Texas 76034

Phone: 214-499-4464 E-mail Address: netpeople@rocetmail.com

How long have you been a Colleyville resident? 12

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

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

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 6/22/22

Recorded/Printed:

Acknowledged By: AL

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
 - a. Board member, Colleyville Lions Club
 - b. Colleyville Citizens Police Academy, 2015
 - c. IT Consultant
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
 - a. To recommend and advise the City Council on matters related to committee work on behalf of citizens of Colleyville.
3. **What policies and programs/ asset are working well?**
 - a. Colleyville's small-town character– low density, small roads, occasional white picket fences, ranches, etc.
 - b. Good parks and schools
 - c. Business friendly (Business Center)
 - d. Lower taxes
 - e. Low crimes
 - f. Colleyville Fire and Police departments
 - g. Colleyville Ministerial Alliance
4. **What are some issues in Colleyville which may require change?**
 - a. New developments that do not enhance Colleyville uniqueness
5. **If you could influence the city in just one way, what would that be?**
 - a. Shop Colleyville first – patronize Colleyville businesses
6. **Please share your vision for the City of Colleyville.**
 - a. My vision is to contribute to making Colleyville the most beautiful, safe, spacious, and technologically advanced city in the world while maintaining and enhancing its unique small-town character. I want to leave Colleyville better than I found it.

A place where people want to raise their kids

A place where people are content

A place with white picket fences

A place with old homes and avant-garde buildings

A place with sporadic farmlands and rolling hills

A place where you feed cows by the roadside on your way to work

A place with agricultural lots filled with horses

A place with large estate spaces

A place with friendly neighbors

A place where you can still find narrow winding roads

A place with the best police/fire departments

A place where you can find peace of mind while driving around aimlessly – a pacifying experience

A place called home



Application for Appointment

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1. PARKS AND RECREATION ADVISORY BOARD

2. CLICK HERE TO MAKE SELECTION

3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Eric W. Presson

Address: 3717 Monton Avenue, Colleyville, TX 76034

Phone: (817) 733-3121 E-mail Address: ewpresson@pm.me

How long have you been a Colleyville resident? 12 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

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

Parks & Rec Board member since 2019. Parks & Rec Board chair since 2023.

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

Represent the Colleyville community in advising & supporting the city council & Parks/Recreation staff related to Parks & Rec.

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

So much! The parks & rec department has both strong staff & leadership (via Lisa Escobedo). The city has also provided the vision and resources to make this a high performing area.

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

The new rec center is a significant area of opportunity as is the refurbished senior center. The trails plan is a continuing opportunity.

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

Focus the parks board on enhancing the future vision for city parks & recreation while supporting current priorities.

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

Be a leader in serving its citizens and caring for the overall community.

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For Office Use

Date Received: 2/27/23

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. Parks and Recreation Advisory Board
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Bob Scott

Address: 5846 Crescent Ln, Colleyville, TX 76034

Phone: 817-676-4220 E-mail Address: bob.scott774@gmail.com

How long have you been a Colleyville resident? 7 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

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

Colleyville Parks & Rec Advisory Committee (1 year), Boy Scouts of America - program development, Jamboree program planning and logistics (10 years), Aledo UMC trustee (2 years)

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

Advise city council as requested

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

Overall beautification of Colleyville, library, communications

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

Parks & Rec needs to adapt with changing population and interest using citizen input to drive direction. Time to update the long range plan for the city.

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

Worry less about physical appearances and focus more on delivering citizen value

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

My roll is to help the city staff and elected officials achive their vision for the city, not to set vision.

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817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 1/27/23

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. PARKS AND RECREATION ADVISORY BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Leisa Waterworth

Address: 6808 Rockbrook Ct.

Phone: 817-366-0534 E-mail Address: l.waterworth@verizon.net

How long have you been a Colleyville resident? 25 years

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

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

see attached

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

see attached

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

see attached

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

see attached

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

see attached

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

see attached

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; cloven@colleyville.com and kseiger@colleyville.com

For Office Use

Date Received:

Recorded/Printed:

Acknowledged By:

Leisa Waterworth Questionnaire

1/27/23

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

I have never served on a City committee, board, etc. I have served as PTA President at Glenhope Elementary. As a mother of 2, I have served on many committees through GCISD and church and volunteer organizations, etc., that help our greater community over the past 25 years. In addition, I have participated in the Colleyville Baseball Association, Grapevine HS Baseball 10th Man Club and Program, Parks and Recreation programs.

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

Utilize my experience as a Colleyville resident to provide insight and feedback on directives for the Park and Rec programs, parks, etc.

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

The Nature Center is beautiful. The Colleyville Baseball Association and Fields are great! The Parks and Rec Programs are enjoyable. The City activities like – tree lighting, concert, etc. are fun.

4. What are some issues in Colleyville which may require change? 73% of Colleyville survey responders indicated they would like to see more Park space or trail space. I agree!

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

Buy more land for Parks and Trails. The Plano area has a wonderful walking trail that connects through town. Colleyville has a beautiful Nature Center at one end and opportunity for trails on the other. It would be nice to add to the beauty and keep Colleyville an Arbor City USA.

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

Colleyville is getting crowded. We need vision to keep the natural feel that attracted so many residents.

Thank you for your consideration,





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 3/21/2023

Number 5

Type Report

Department Finance

Title

Monthly Financial Report - February 2023

Explanation

General Fund

Through February, the fund has collected 75% of its budgeted revenues and spent 39% of budgeted expenditures, yielding a year-to-date surplus of \$10 million. The increase over last year's surplus is due to the City's elimination of the \$1.5 million transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. This \$1.5 million is reallocated to other costs, primarily personnel, and will be expensed more evenly throughout the year. As the graph below shows, we can expect a sharper surplus peak around the February time, with a similar monthly spend down through the end of the fiscal year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.

Sales tax revenue

The City's fourth sales tax collection for FY23, representing sales made in January, came in this month and showed a solid increase of 4.9% over last January. The total year-to-date increase of 4.8% over FY22 represents an additional \$162,000 to the City so far this year. With Colleyville's sales tax having grown a total of 25%, or from \$8.5 million in 2020 to a record-high \$10.29 million in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Utility Fund

The Utility Fund has collected 36% of its budgeted revenue and spent 32% of its budgeted expenses, which is in the same range as in FY22. As the summary above shows, all of our surplus is coming from our relationship with the Trinity River Authority, with the City's direct revenues being outpaced by its direct expenses for this period. This is due to our annual interfund administrative services payment to the General Fund being processed in January. As the year progresses, our revenue should catch up and pull this deficit into a surplus. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being

underbilled for water usage in October and November. Their fiscal year reset in December, however, and invoices from the T.R.A. should more correctly match amounts used by the City for the rest of the year. Additionally, we can expect our annual "true-up" from the T.R.A. (typically a refund) to come to us in May. Any surplus cash will be moved to our capital projects spending at year's end.

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, the Authority apportions its operating budget among its customer cities based on projected water usage. After the year concludes, the Authority "trues up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, the Authority issues prorated refunds to each customer city.

Drainage Fund

To date, the Drainage Utility Fund has received 41% of its revenue and spent 36% of its expenditures. This fund's cash flow is slightly lower than the previous year, with a surplus of about \$172,000 as opposed to \$188,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. As with our other operating funds, any year-end surplus will be moved for use on the City's Capital Improvement Plan.

Hotel Fund

COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first quarter receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will need to closely monitor this fund through the remainder of the year. Fund balance as of the end of this quarter is sitting at \$90,000, so the fund does have a substantial amount of cushion. Costs funded include personnel related directly to advertising the City as well as Colleyville Center costs and some special events.

Debt Service Fund

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the year. Cash flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of February's figures, the fund is running a deficit of about \$54,000. This is a decrease from January's surplus, as our annual principal payment was paid this month. It should be noted that our updated property tax forms necessitate a planned spend down of fund balance by \$160,000 this year. The City's current outstanding

bonds are on schedule to be paid off in 2027, and the new 2023 \$10 million issue is structured to be callable in 2030.

Attachments

1. Financial Report Presentation
2. February 2023 Report

5- Items not for council action



Monthly Financial Report February 2023

City Council Meeting
March 21, 2023

General Fund

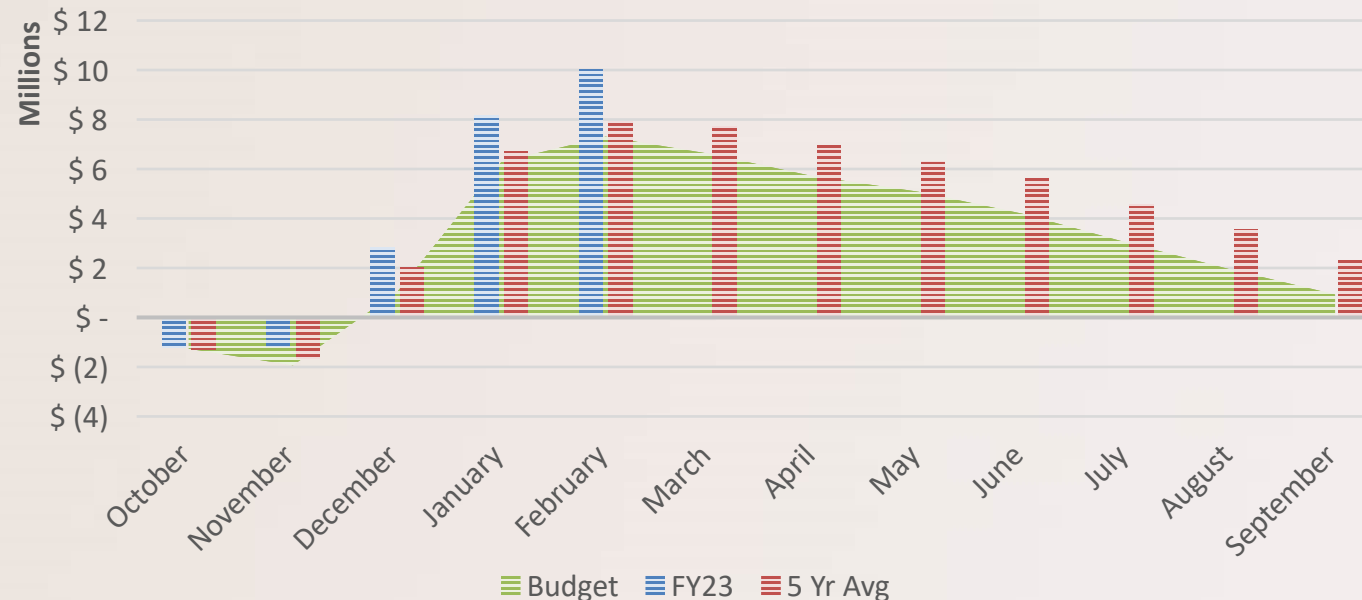


General Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD		FY22 % of Budget
Revenues	\$	26,227,785	\$	19,763,672	75%	\$	19,106,193	74%
Expenditures	\$	25,297,424	\$	9,754,699	39%	\$	10,930,794	43%
	\$	930,361	\$	10,008,974		\$	8,175,399	

*42% of the year is completed

GENERAL FUND CASH FLOW



Property Tax Highlight



■ Collected to Date ■ Collected Later

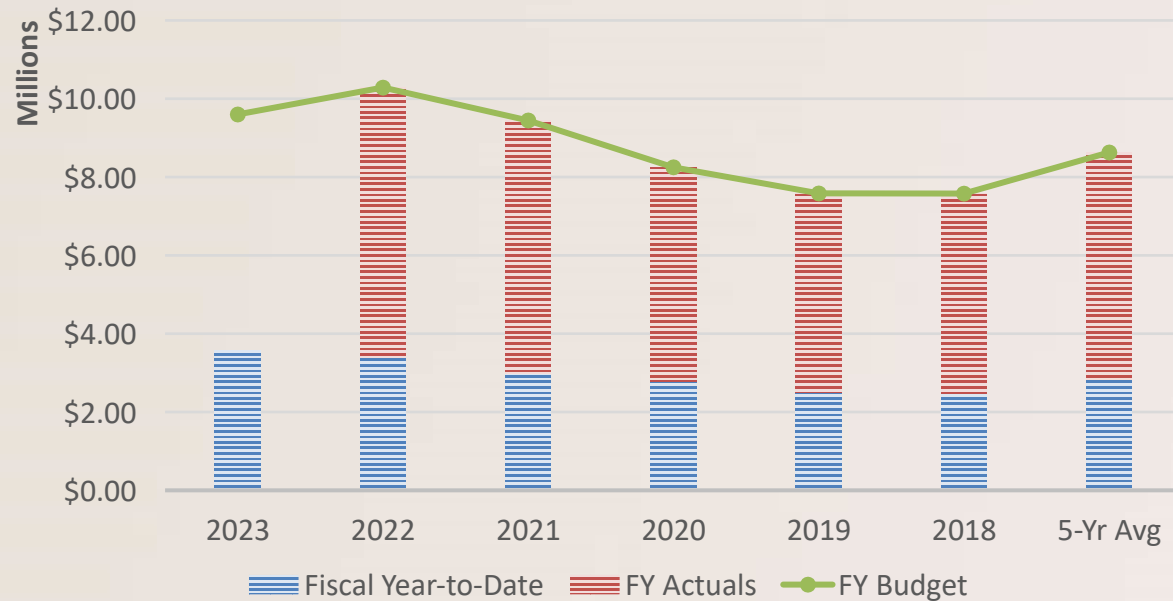


Sales Tax Highlight



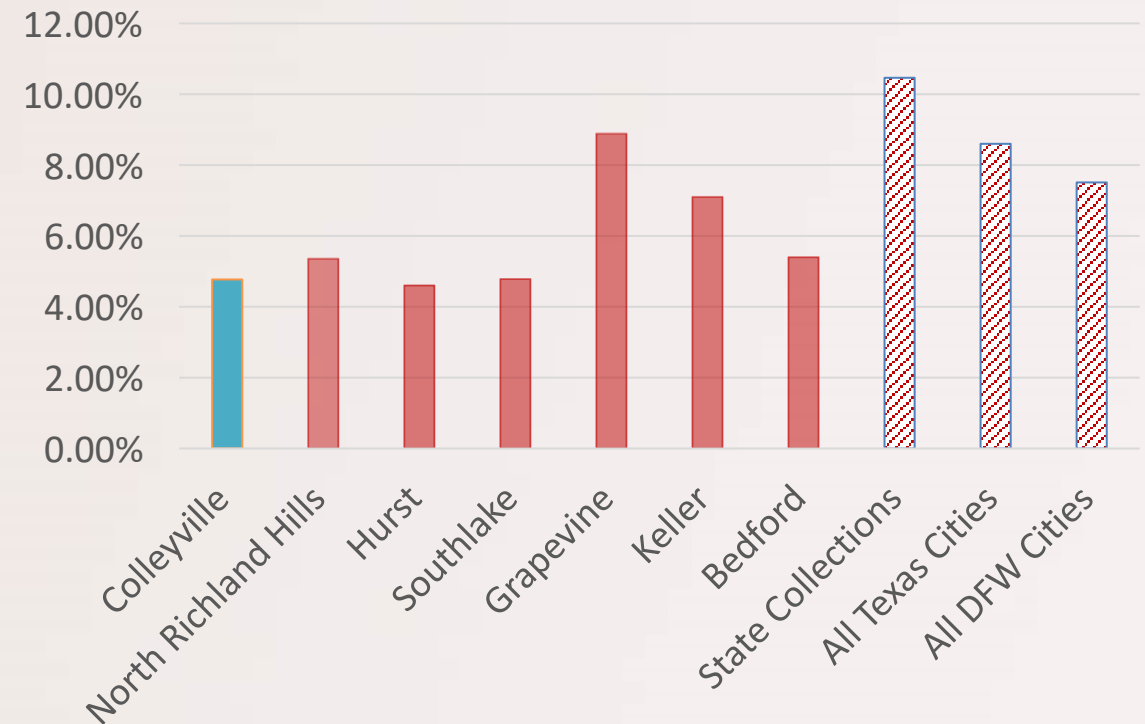
FY23 YTD Receipts compared to Previous Years

TOTAL FY23 SALES TAX RECEIPTS (COMPARISON)



City/State Comparisons

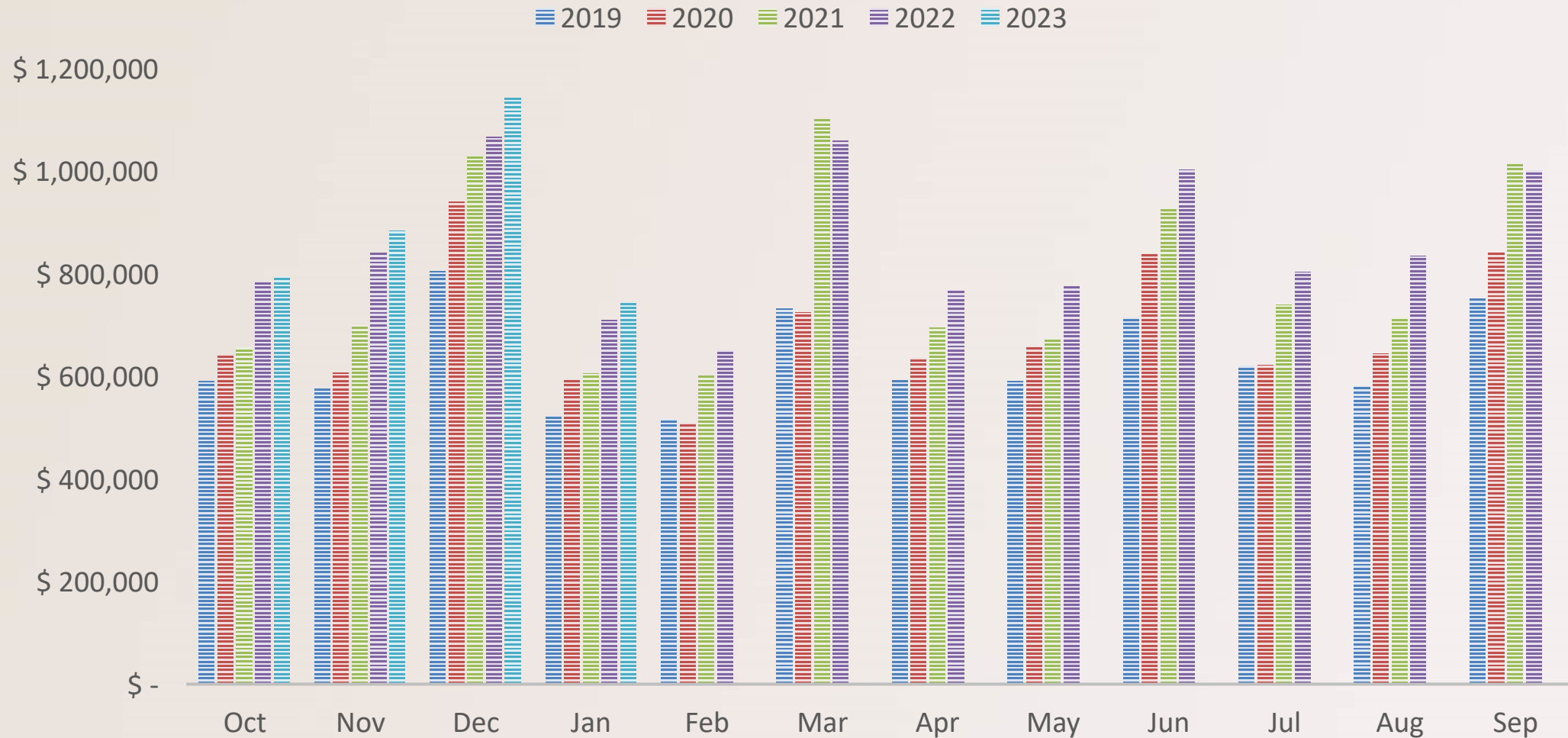
City/State Comparisons



Sales Tax Highlight



MONTH OVER MONTH COLLECTIONS



Utility Fund



Utility Fund

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 19,832,854	\$ 7,188,381	36%	\$ 6,776,251	38%
Expenditures	\$ 19,832,854	\$ 6,343,367	32%	\$ 5,835,042	33%
	\$ -	\$ 845,014		\$ 941,208	

*42% of the year is completed

TRA Revs/Exps

	FY23 Budget	FY23 YTD
Revenues	\$ 15,878,131	\$ 5,491,377
Expenditures	\$ 15,428,131	\$ 4,514,916
	\$ 450,000	\$ 976,461

City Revs/Exps

	FY23 Budget	FY23 YTD
Revenues	\$ 3,954,723	\$ 1,697,004
Expenditures	\$ 3,954,723	\$ 1,828,451
	\$ -	\$ (131,447)

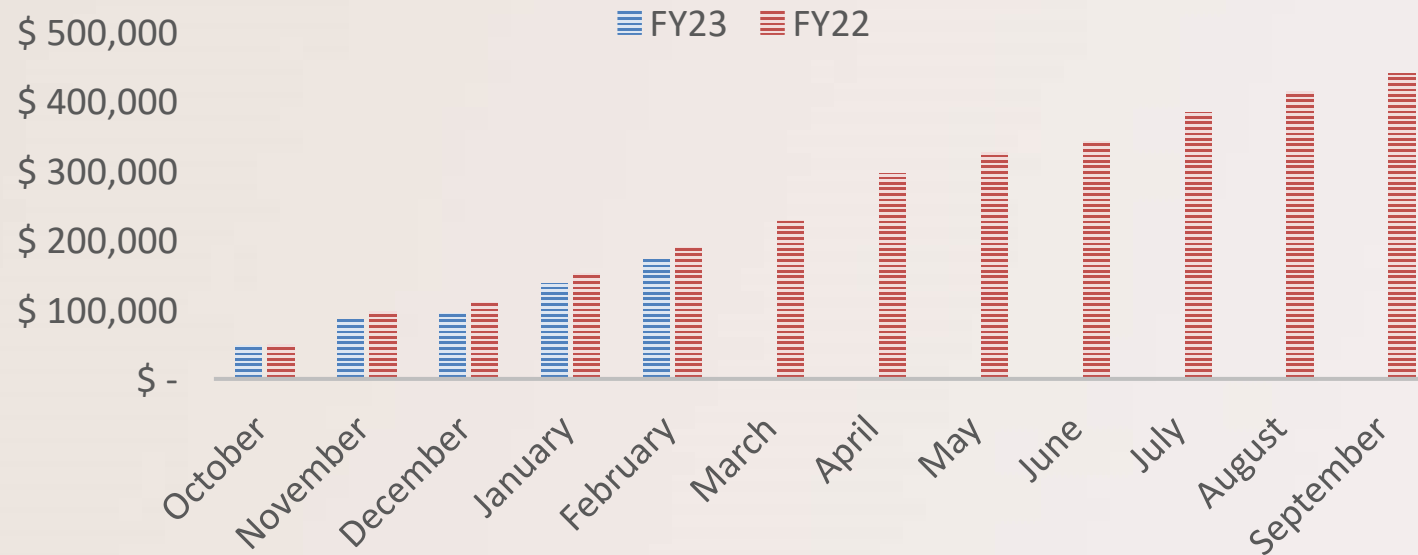
Drainage Fund



Drainage Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 1,045,000	\$ 432,904	41%	\$ 425,010	41%
Expenditures	\$ 721,619	\$ 260,942	36%	\$ 236,478	34%
	\$ 323,381	\$ 171,961		\$ 188,532	

*42% of the year is completed

FY23 VS. FY22 CASH FLOW



Hotel Fund

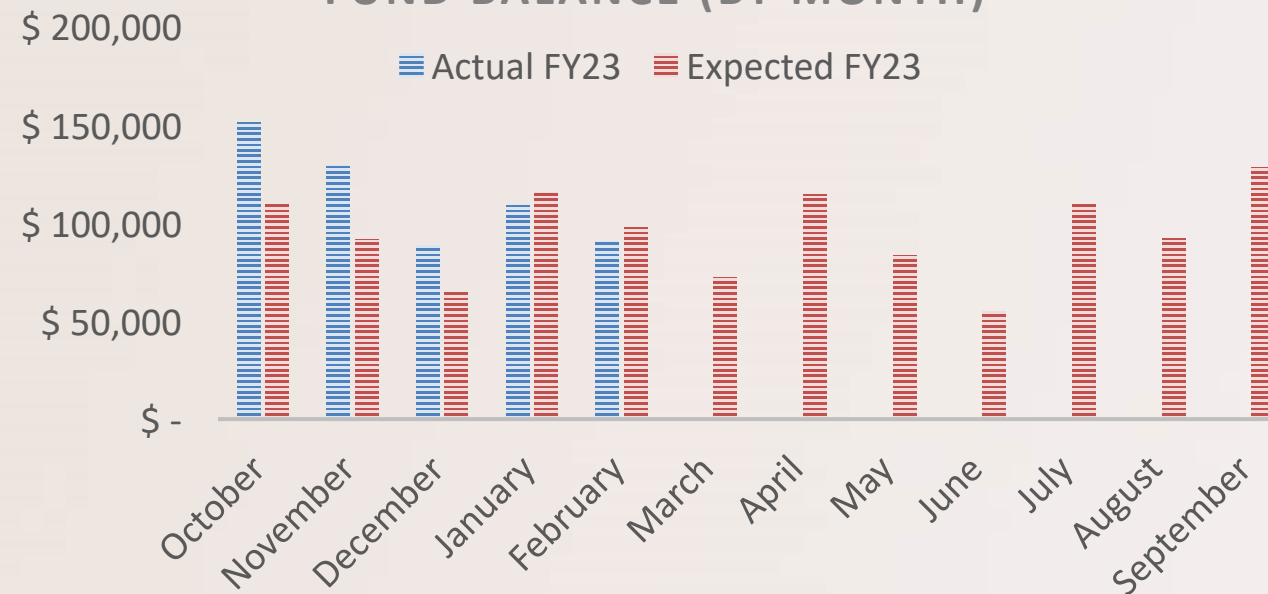


Hotel Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD
Revenues	\$	275,000	\$	44,833	16%	\$ 47,865
Expenditures	\$	273,569	\$	116,365	43%	\$ 103,389
	\$	1,431	\$	(71,533)		\$ (55,525)

*42% of the year
is completed

EXPECTED FUND BALANCE VS. ACTUAL FUND BALANCE (BY MONTH)



Debt Service Fund



Debt Service Fund						
	FY23 Budget		FY23 YTD		% of Budget	
Revenues	\$	608,660	\$	574,060	94%	\$ 571,010 91%
Expenditures	\$	769,010	\$	628,410	82%	\$ 624,785 76%
	\$	(160,350)	\$	(54,350)		\$ (53,775)

*42% of the year is completed

PROPERTY TAX BACKED DEBT SERVICE (BONDS AND PUBLIC SAFETY VEHICLE LEASES)



Monthly Financial Report - February 2023

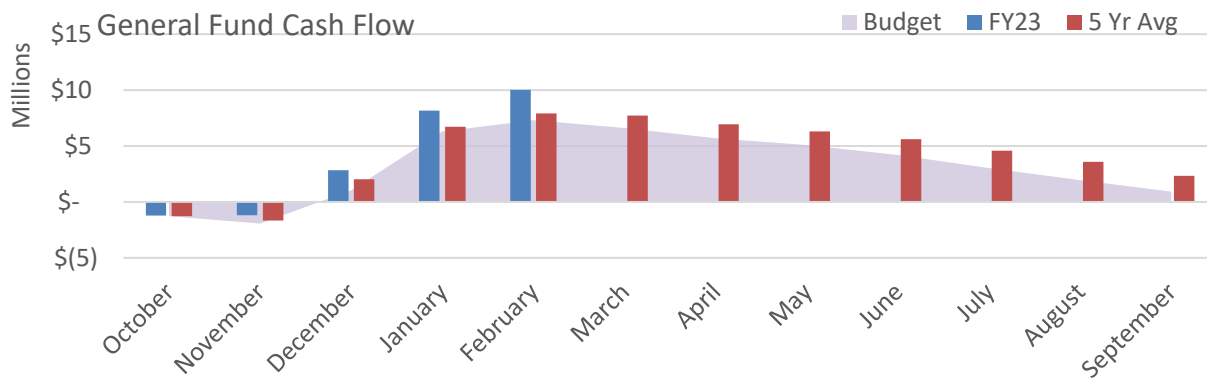
General Fund

% of year Completed 42%

% of Budget Spent 39%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 26,227,785	\$ 19,763,672	75%	\$ 19,106,193	74%
Expenditures	\$ 25,297,424	\$ 9,754,699	39%	\$ 10,930,794	43%
	\$ 930,361	\$ 10,008,974		\$ 8,175,399	

Through February, the fund has collected 75% of its budgeted revenues and spent 39% of budgeted expenditures, yielding a surplus of \$10m. The increase over last year's surplus is due to the City's elimination of the \$1.5m transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. This \$1.5m was reallocated to other costs, primarily personnel, and will be expensed evenly throughout the year. As the graph below shows, we can expect a sharper surplus peak around the February time, with a similar monthly spend down through the end of the fiscal year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.



General Fund Highlights

Revenue (FY23/FY22)

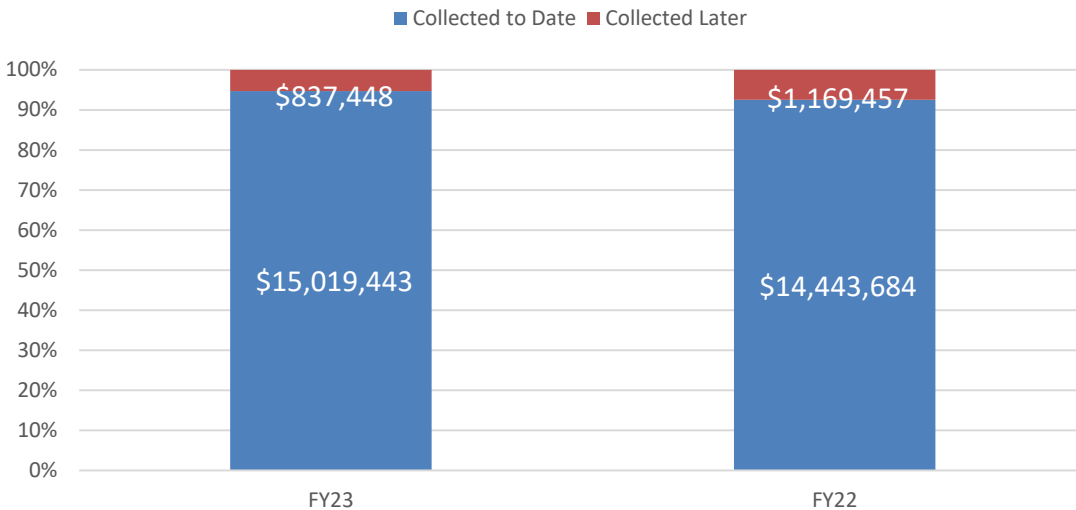
Property Tax	+ \$576k	Sales Tax	+ \$64k	Franchise Tax	+ \$185k
Licenses	- \$96k	Other Revenue	- \$71k	Total Rev	+ \$657k

Expenditures (FY23/22)

Personnel	+ \$243k	Contractual	+ \$150k	Supplies	- \$64k
Capital	- \$5k	Transfers	- \$1,500k	Total Exp	- \$1,176k

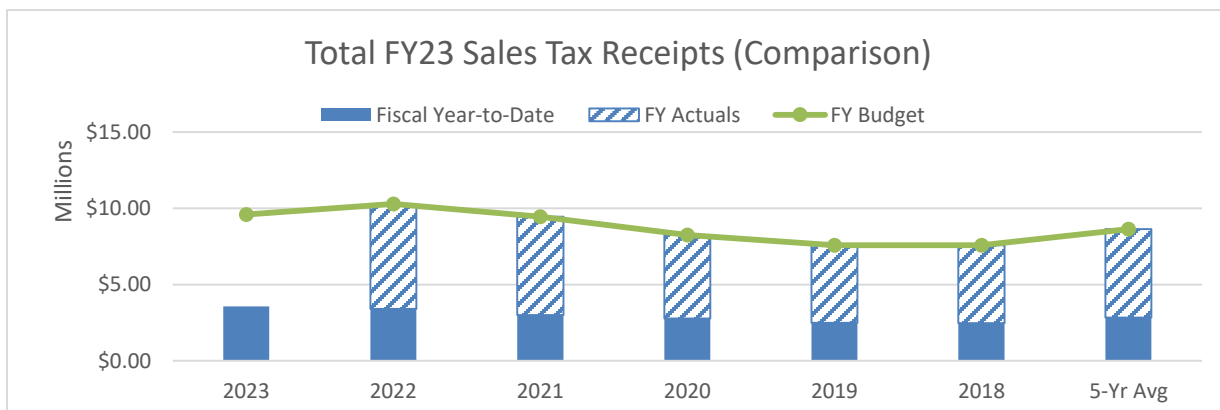
Monthly Financial Report - February 2023

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$15.85m in General Fund property tax this year, which represents about a 1.5% increase from FY22. As with the previous four years, this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. Per Council direction, Colleyville's FY23 budget has been balanced using the no-new-revenue tax rate, which is designed to keep residents' tax bills to Colleyville largely the same from year-to-

Revenue Highlight: Sales Tax



MTD Increase

↑ 4.9%

YTD Increase

↑ 4.8%

The City's fourth sales tax collection for FY23 (representing sales made in January) came in this month and it showed a solid increase of 4.9% over last January. The total year-to-date increase of 4.8% over FY22 represents an additional \$162,000 to the City so far this year. With Colleyville's sales tax having grown a total of 25%, or from \$8.5m in 2020 to a record-high \$10.29m in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Monthly Financial Report - February 2023

% of year Completed 42%

Water/Sewer Utility Fund

% of Budget Spent 32%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 19,832,854	\$ 7,188,381	36%	\$ 6,776,251	38%
Expenditures	\$ 19,832,854	\$ 6,343,367	32%	\$ 5,835,042	33%
	\$ -	\$ 845,014		\$ 941,208	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary				City Revenue/Expense Summary			
FY23 Budget		FY23 YTD		FY23 Budget		FY23 YTD	
Revs	\$ 15,878,131	\$	5,491,377	Revs	\$ 3,954,723	\$	1,697,004
Exps	\$ 15,428,131	\$	4,514,916	Exps	\$ 3,954,723	\$	1,828,451
Net	\$ 450,000	\$	976,461	Net	\$ -	\$	(131,447)

The Utility Fund has collected 36% of its budgeted revenue and spent 32% of its budgeted expenses, which is in the same range as we saw in FY22. As the summary above shows, all of our surplus is coming from our relationship with the Trinity River Authority, with the City's direct revenues being outpaced by its direct expenses for this period. This is due to our annual interfund administrative services payment to the General Fund being processed in January. As the year progresses, our revenue should catch up and pull this deficit into a surplus. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being underbilled for water usage in October and November. Their fiscal year reset in December, however, and invoices from the T.R.A. should more correctly match amounts used by the City for the rest of the year. Additionally, we can expect our annual "true-up" from the T.R.A. (typically a refund) to come to us in May. Any surplus cash will be moved to our capital projects spending at year's end.

Annual Trinity River Authority True-Up

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, the Authority apportions its operating budget among its customer cities based on projected water usage. After the year concludes, the Authority "true up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, the Authority issues prorated refunds to each customer city.

Expenditures (FY23/22)

Mostly TRA costs ↓

Personnel	+ \$77k	Contractual	+ \$457k	Supplies	-\$11k
Capital	-\$37k	Transfers	+ \$21k	Total Exp	+ \$508k

Colleyville's rate structure enables the City to more easily manage years of varying water consumption from year-to-year. The majority of the City's rate is comprised of a direct pass-through to TRA for water costs. Funding for the City's operational costs come from a fixed monthly charge to customers based on meter size. The goal of this fund is to break-even at the end of the year.

Monthly Financial Report - February 2023

% of year Completed 42%

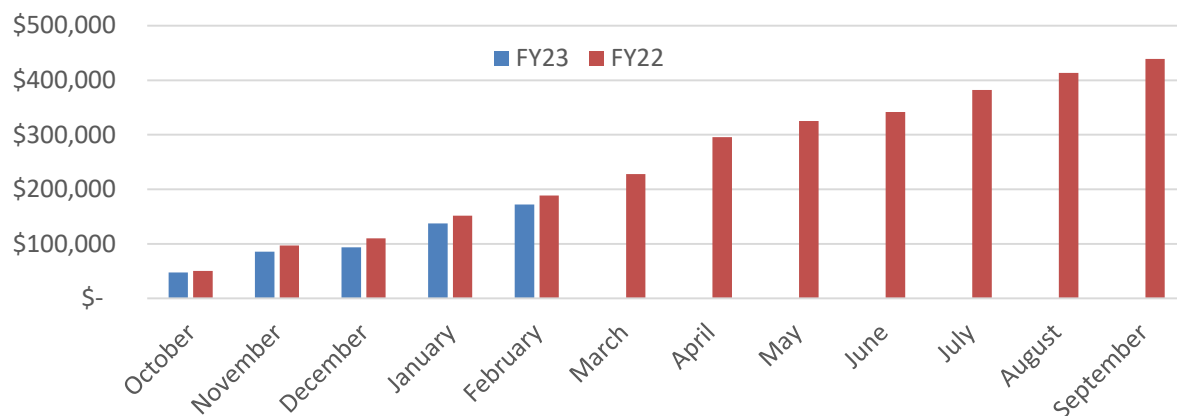
Drainage Utility Fund

% of Budget Spent 36%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$1,045,000	\$ 432,904	41%	\$ 425,010	41%
Expenditures	\$ 721,619	\$ 260,942	36%	\$ 236,478	34%
	\$ 323,381	\$ 171,961		\$ 188,532	

To date, the Drainage Utility Fund has received 41% of its revenue and spent 36% of its expenditures. This fund's cash flow is slightly lower than the previous year, with a surplus of about \$172,000 as opposed to \$188,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. As with our other operating funds, any year-end surplus will be moved for use on the City's capital improvement plan.

FY23 vs. FY22 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY23/FY22 ➡ -0.1%

FY23/5-Yr Avg ↑ 1.0%

Expenditures (FY23/22)

Personnel	+ \$35k
Supplies	-\$1k
Debt Service	\$0k

Contractual	-\$10k
Capital/Xfers	\$0k
Total Exp.	+\$24k

Note: this fund's debt service is has been retired as of fiscal year 2021.

Monthly Financial Report - February 2023

% of year Completed 42%

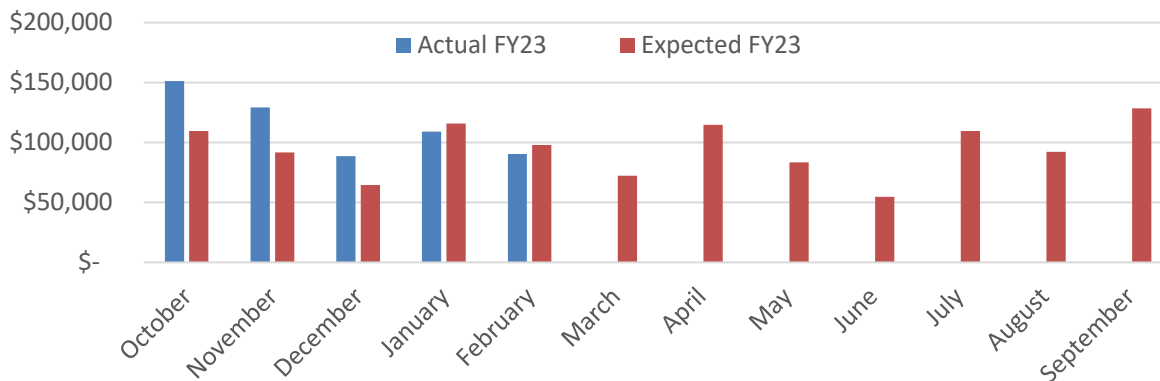
Hotel Tax Fund

% of Budget Spent 43%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 275,000	\$ 44,833	16%	\$ 47,865	19%
Expenditures*	\$ 273,569	\$ 116,365	43%	\$ 103,389	42%
	\$ 1,431	\$ (71,533)		\$ (55,525)	

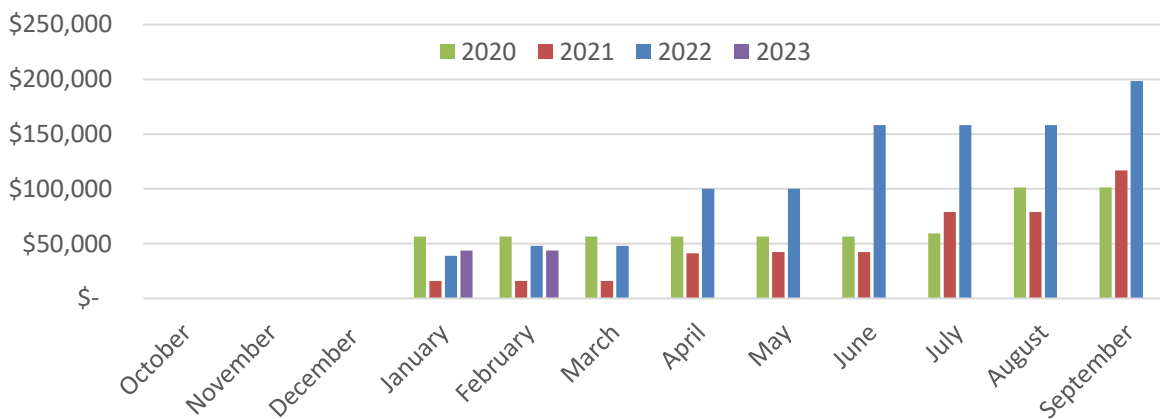
COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first quarter receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will need to closely monitor this fund through the remainder of the year. Fund balance as of the end of this quarter is sitting at \$90,000, so the fund does have a substantial amount of cushion. Costs funded out of here include personnel related directly to advertising the city as well as Colleyville Center costs and some special events.

Expected Fund Balance vs. Actual Fund Balance (by month)



Hotel Tax Performance

FY22 Revenue vs. History



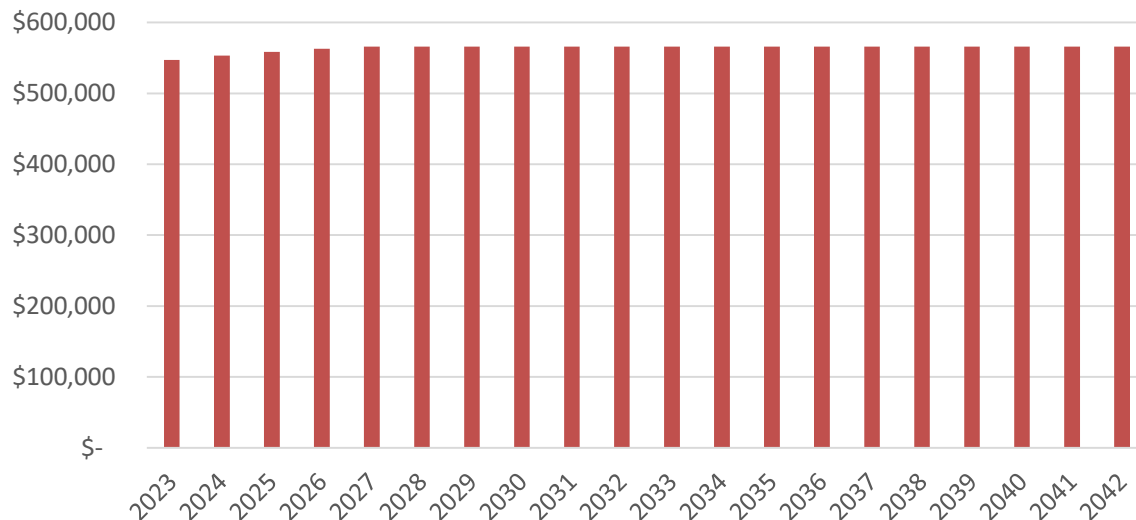
Monthly Financial Report - February 2023

Debt Service Fund % of year Completed 42%
 % of Budget Spent 82%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 608,660	\$ 574,060	94%	\$ 571,010	91%
Expenditures*	\$ 769,010	\$ 628,410	82%	\$ 624,785	76%
	\$ (160,350)	\$ (54,350)		\$ (53,775)	

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of February's figures, the fund is running a deficit of about \$54,000. This is a decrease from January's surplus, as our annual principal payment was paid this month. It should be noted that our updated property tax forms necessitate a planned spend down of fund balance by \$160,000 this year. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10m issue is structured to be callable in 2030.

Property Tax Backed Debt Service (Bonds and Public Safety Vehicle Leases)



For any questions or comments regarding this report, please contact:

Kyle Lester
 Finance Director
 City of Colleyville, TX
klester@colleyville.com
 817-503-1014



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 3/21/2023

Number Ordinance O-23-2234

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for alcoholic beverage sales for on-premise consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road, Suite 170, Case ZC23-001

Strategic Plan

Explanation

Second Reading and Public Hearing

The applicant was present at first reading and answered questions regarding the proposed request.

First Reading and Public Hearing

Myung Kim, of The Brunch District, has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise consumption at 3855 Glade Road, Suite 170. Alcoholic beverage sales for on-premise consumption is allowed in the PUD-R Planned Unit Development - Residential district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned PUD-R district and generally located on the south side of Glade Road, west of Heritage Avenue. The subject property is a platted lot, is developed, and will operate as The Brunch District.

Proposed Special Use Permit: Request – The applicant is requesting the approval of an SUP to allow alcoholic beverage sales for on-premise consumption in conjunction with the operating restaurant, The Brunch District. The applicant had not proposed the hours of operation as a component of the SUP request prior to the meeting.

Ordinance – There are four components of procedure that a business must complete to sell and serve alcohol for on-premise consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for alcohol sales (on-premise consumption) (2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval, (3) submission of completed TABC License paperwork to the TABC, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

Section 3.25 of the Land Development Code states that an SUP is to “allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood.” Language is typically added for SUPs to automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.

Section 6-3 of the Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet from a church, school, or public hospital. The distance is measured from property line to property line for schools, and from front door to front door along the street front property lines for churches and hospitals.

Section 6-5 of the Code of Ordinances states that the restaurant’s alcohol sales must be incidental and secondary to the sale of food for human consumption (further clarified in the Code as non-alcohol and food sales must comprise at least 40 percent of gross receipts).

Analysis: The location is in compliance with the distance requirements of the Code of Ordinances, and the applicant complies with the 60/40 incidental sales requirements as stated above. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Surrounding Development: The properties to the south and west are zoned PUD-R Planned Unit Residential district and developed with commercial retail and single-family uses. The property to the east is located in the City of Euless and is a commercial use. The property to the north is zoned CC-1 and is a Walgreens Pharmacy.

Comprehensive Plan: The City’s Comprehensive Plan, Destination Colleyville, identifies the subject property as commercial in nature. Therefore, the proposed request meets the intent of the Comprehensive Plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) to authorize the sale of alcoholic beverages for on-premise consumption for The Brunch District at 3855 Glade Road, Suite 170.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their February 13, 2023 meeting

by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan 1
5. Site Plan 2
6. Notification Map
7. Notification Letter
8. Notification List
9. Ordinance O-23-2234

Aerial Map



ZC23-001

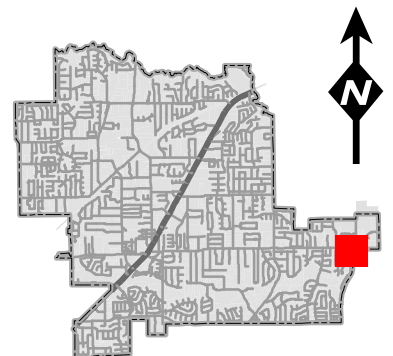
3855 Glade Road, Suite 170

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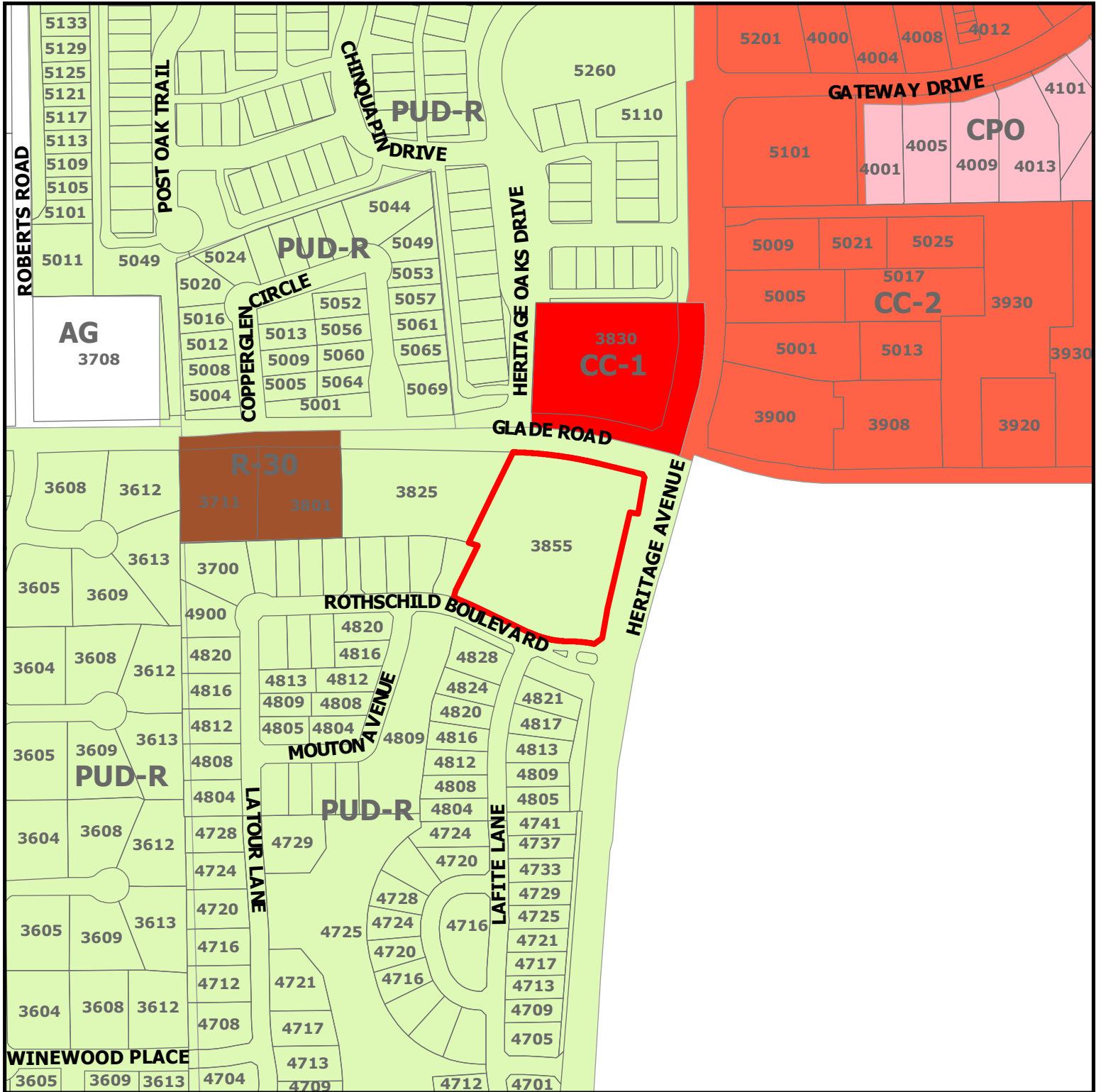
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Subject Property



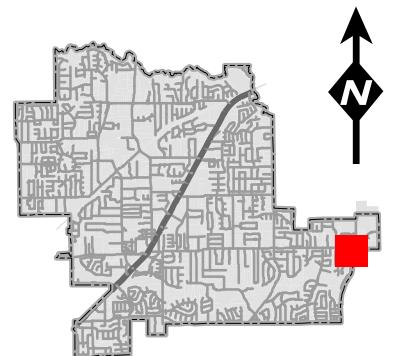
Zoning Map



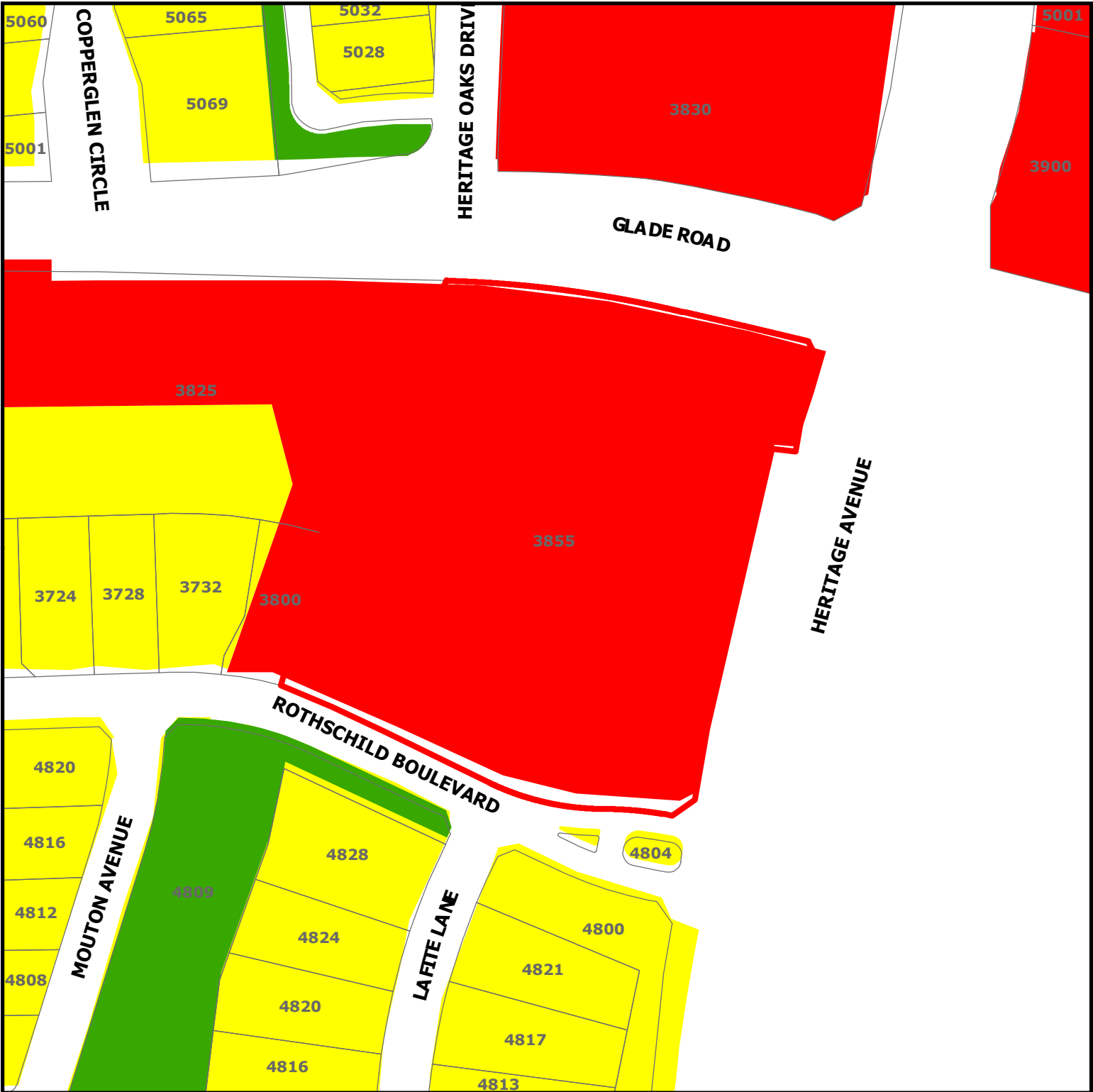
ZC23-001
3855 Glade Road, Suite 170

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 Subject Property



Future Land Use Map

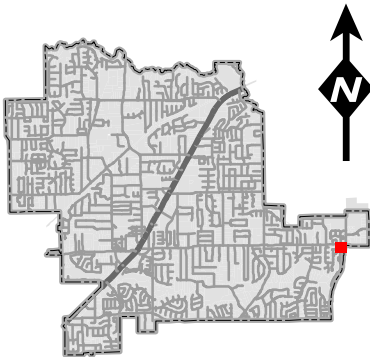


ZC23-001

3855 Glade Road, Suite 170

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-  Subject Property
-  Residential
-  Commercial
-  Open Space; Parks



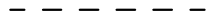
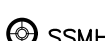
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USER: JTP DATE: 05/13/2019 TIME: 10:05:00 AM

DEVELOPER
MONTAGE DEVELOPMENT, LLC
151 PLAYERS CIRCLE, SUITE 200
SOUTHLAKE, TX 76092
817.944.4980 PH

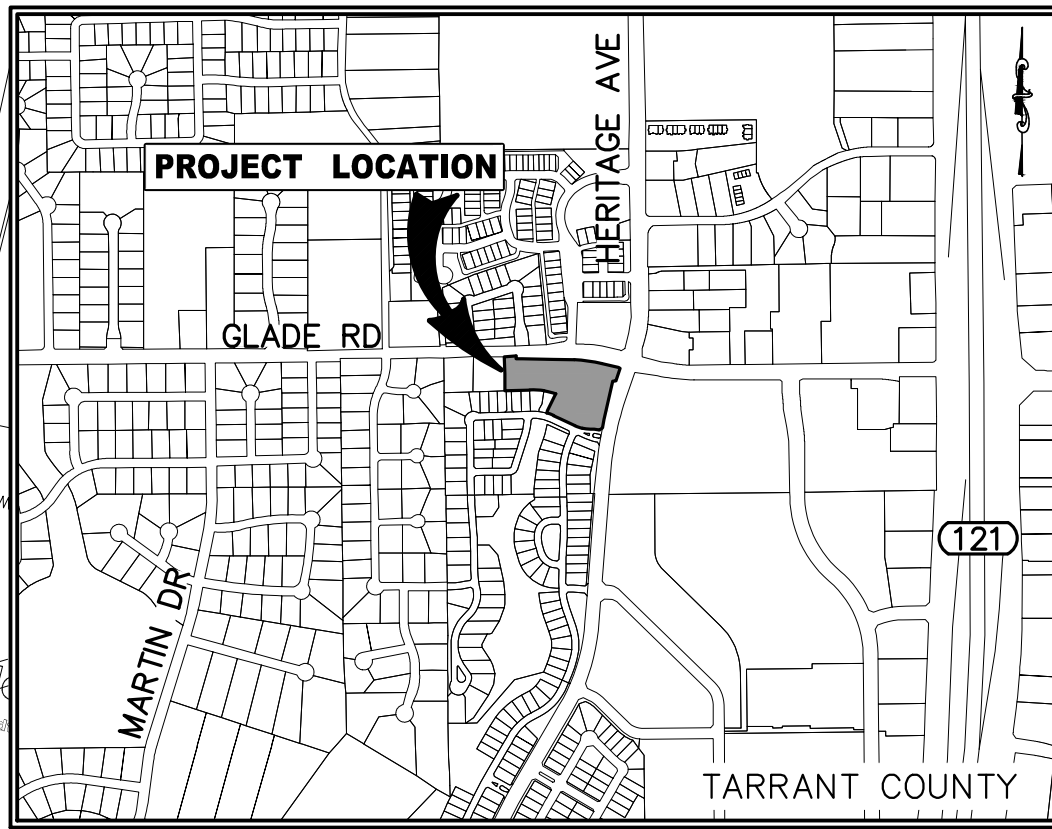
ENGINEER
HPcivil Engineering, LLC
5339 ALPHA ROAD, SUITE 300
DALLAS, TEXAS 75240
972.701.9636 PH
972.701.9639 FAX
JASON T. PYKA, P.E.

ARCHITECT
BLAKE ARCHITECTS
1202 S. WHITE CHAPEL RD.
SOUTHLAKE, TEXAS 76092
817.488.9397 PH

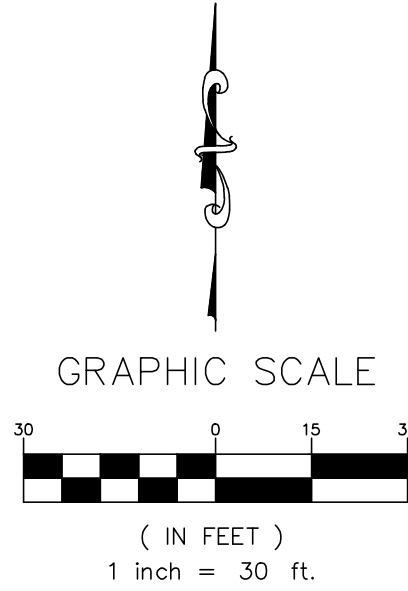
SURVEYOR
REALSEAL OF TEXAS, LLC
P.O. BOX 1006
GODLEY, TEXAS 76044
817.937.2655 PH
JEREMY LUKE DEAL, R.P.L.S.

LEGEND			
	PROPOSED FIRELANE		PROP. GABION MATTRESS
	ACCESSIBLE CROSSWALK		BARRIER FREE RAMP-BFR
	ACCESSIBLE ROUTE		PROP. LIGHT POLE 1-FIXTURE
	PROPOSED RETAINING WALL		PROP. LIGHT POLE 2-FIXTURES
	SETBACK LINE: BUILDING LINE & L/S BUFFER		PROP. TRANSFORMER PAD
	PROP. EASEMENT LINE		PROP. FIRE HYDRANT
	PROP. SAWCUT LINE		PROP. FIRE DEPT. CONNECTION
	EX. EASEMENT LINE		PROP. WATER METER
	PROP. SANITARY SEWER LINE		PROP. WATER VALVE
	PROP. WATER LINE		PROP. SEWER DOUBLE CLEANOUT
	EX. WATER LINE		PROP. SEWER SINGLE CLEANOUT
	EX. SANITARY SEWER LINE		PROP. SEWER MANHOLE
	EX. STORM LINE		PROP. GREASE TRAP
	PROP. PROPERTY LINE		PROP. SIGN
	PROPERTY LINE OFF-SITE		PROP. GRATE INLET
			PROP. JUNCTION BOX
			CURB INLET
			PARKING COUNT
			MUTUAL & EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT
			PROP. ELEVATED WALKWAY (SEE NOTES)

CITY OF COLLEYVILLE ACCEPTABLE
HAMMERHEAD FIRE LANE CONFIGURATION
(LAND DEVELOPMENT CODE, PG 14-8)



VICINITY MAP
(NOT TO SCALE)



NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- REFER TO SHEET C01 FOR GENERAL NOTES AND LEGEND.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING, DUMPSTER ENCLOSURE AND DETACHED GARAGE FOUNDATION LAYOUT AND DESIGN.
- REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
- ALL DRIVEWAY APPROACHES, FIRE HYDRANTS, AND FIRE LANES ARE REQUIRED TO BE INSTALLED PRIOR TO CONSTRUCTION ABOVE THE FOUNDATION.
- ALL LIGHTS SHALL BE SHIELDED FROM ANY RESIDENTIAL USES.
- ELEVATED SIDEWALK/WALKWAY BEHIND BUILDING 2 TO BE DESIGNED BY A LICENSED ENGINEER PROFICIENT IN STRUCTURAL ENGINEERING DESIGN PRIOR TO INSTALLATION. SIDEWALK TO COMPLY WITH ALL ADA REQUIREMENTS.

SITE DATA SUMMARY TABLE

ZONING	PUD-R
PROPOSED LAND USE	RESTAURANT / RETAIL
LOT AREA	170,890.32 SF / 3.92 AC
BUILDING AREA	
BLDG. A:	19,600 SF
BLDG. B:	9,500 SF
BUILDING HEIGHT	30'-0" (1 STORY)
LANDSCAPE AREA REQUIRED: MINIMUM 20% SITE	34,181 SF / 0.78 AC
PARKING REQUIRED	
RESTAURANT - 1 SP / 100 SF	78 SPACES
RETAIL - 1 SP / 200 SF	107 SPACES
TOTAL:	185 SPACES
TOTAL PARKING PROVIDED	191 SPACES

BENCHMARKS

BM-1: 2" BRASS DISC IN TOP OF CURB AT SOUTH END OF MEDIAN IN CENTERLINE OF MARTIN STREET LOCATED 23' EAST OF WEST BACK OF CURB. ALSO LOCATED 52' NORTH OF ST. ALBANS FROM THE CENTERLINE.

NORTHING=7,006,375.864'
EASTING=2,394,116.655'
(ELEVATION=587.18')

BM-2: 2" BRASS DISC IN THE SOUTHWEST CORNER OF A CONCRETE PAD IN THE SOUTHWEST QUADRANT OF GLADE ROAD AND HERITAGE ROAD. LOCATED 9' SOUTHWEST OF A TRAFFIC LIGHT POLE, 65' WEST OF THE CENTERLINE OF HERITAGE ROAD AND 42.5' SOUTH OF GLADE ROAD.

NORTHING=7,006,498.192'
EASTING=2,396,465.156'
(ELEVATION=584.76')

BM-3: 2" BRASS DISC ON EAST BACK OF CURB OF WINEWOOD COURT, LOCATED 6' SOUTH OF THE POINT OF CURVATURE IN THE CUL-DE-SAC 46.4' NORTHEAST OF THE RADIUS POINT.

NORTHING=7,004,542.182'
EASTING=2,395,257.402'
(ELEVATION=576.69')

CREEKSIDE COMMERCIAL - NORTH LOT 1 AND 2, BLOCK A

CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

HPcivil engineering, LLC.

5339 ALPHA ROAD, SUITE 300 DALLAS, TEXAS 75240
972.701.9636 • 972.701.9639 FAX
TX REGISTERED ENGINEERING FIRM F-12600
www.hpcivileng.com



SHEET TITLE

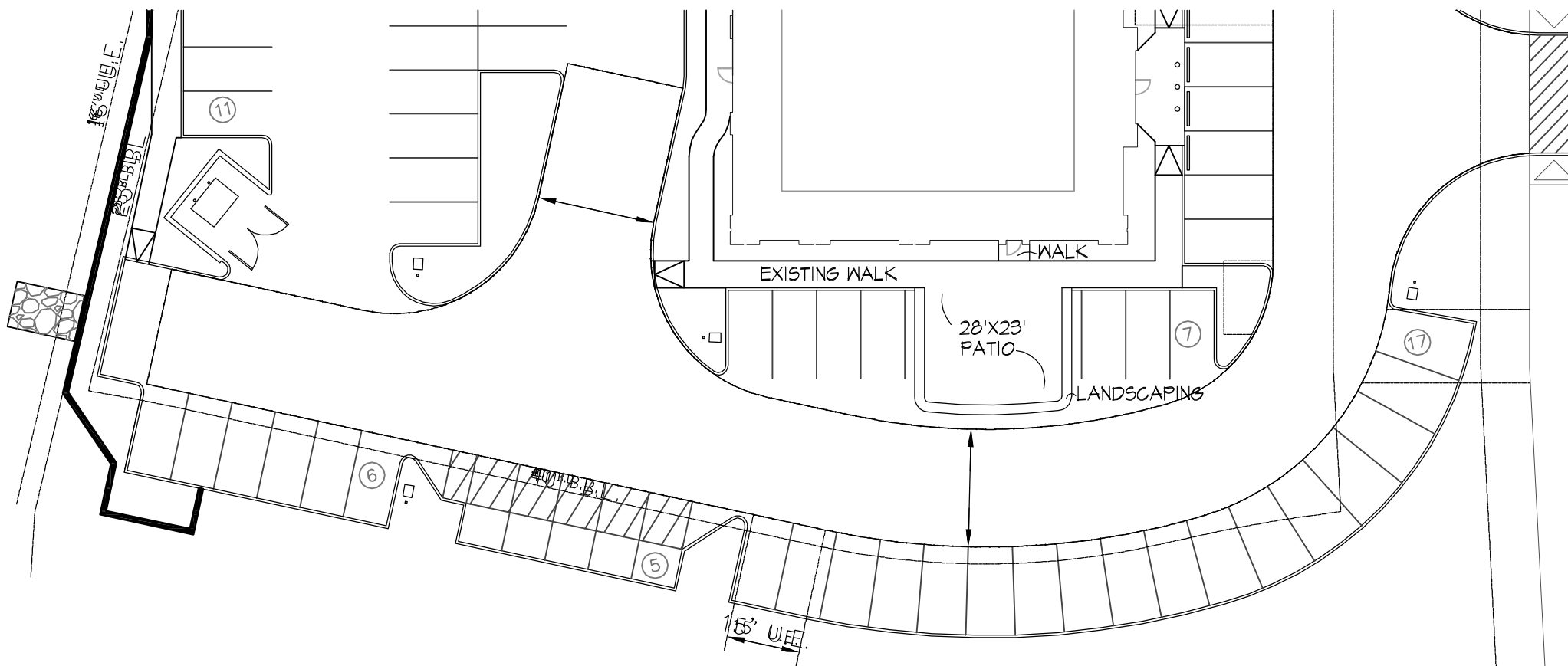
SITE PLAN

SHEET NO.

C0.4

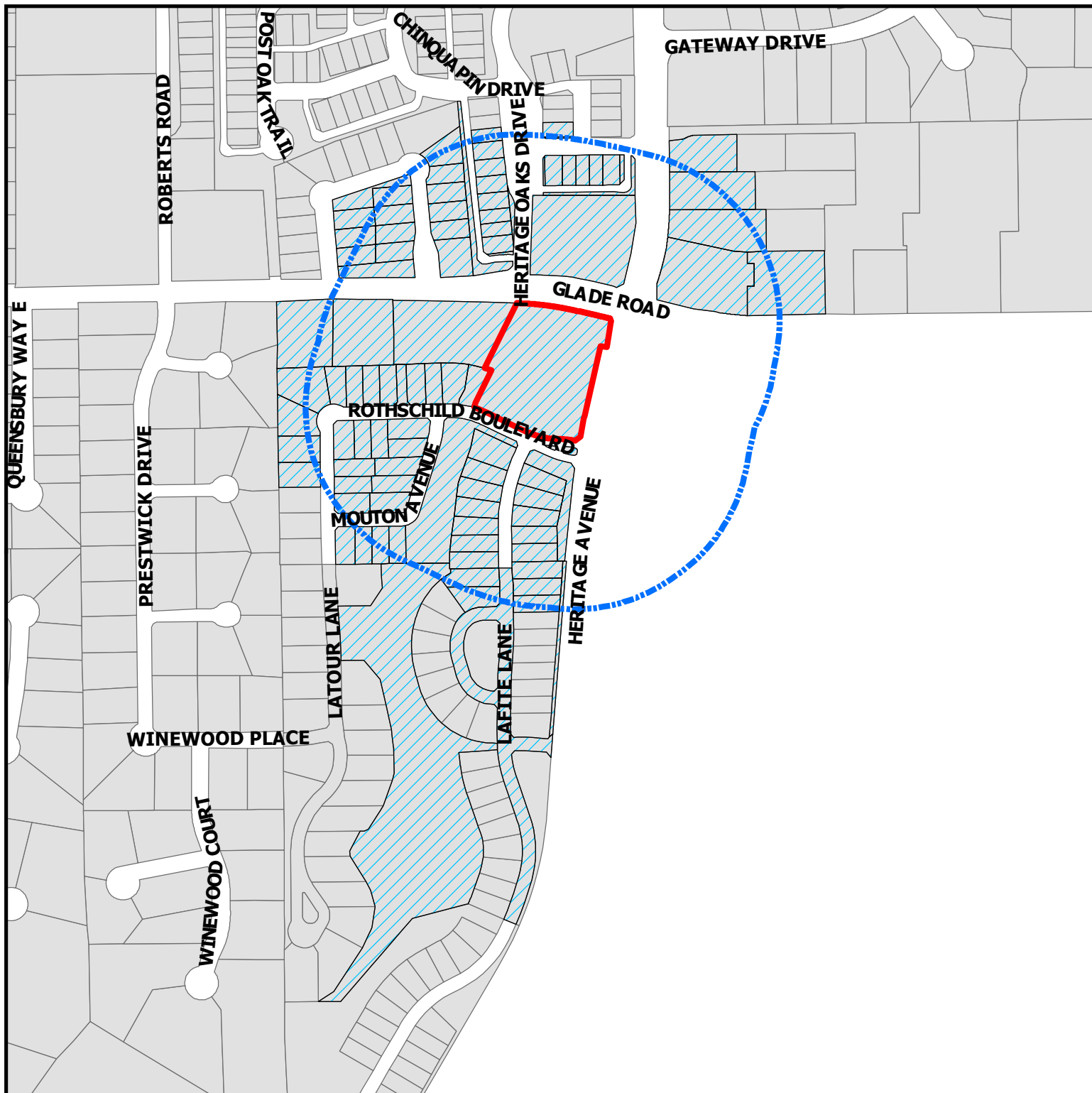
HPCE #17-316

Engineer of Record: JAL		
Drawn by: AA		
Date Plotted: 5/16/2019		
Issue for Pricing / Bidding:		
Issue for Permit Application:		
Issue for Construction:		
REVISIONS		
#	DATE	COMMENTS
1	05/13/2019	PHASING PLAN



SITE PLAN - OPTION 3
SCALE 1" = 20'

Notification Map



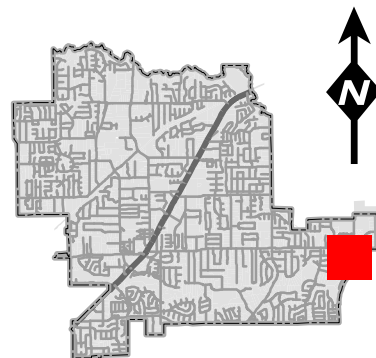
ZC23-001

3855 Glade Road, Suite 170

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-  Subject Property
-  500ft Buffer
-  Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, February 13, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, March 7, 2023 & Tuesday, March 21, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Alcoholic Beverage Sales for On-Premises Consumption. The purpose is to allow for the on-premises consumption of alcohol for a new restaurant business, The Brunch District.

Zoning Case: ZC23-001

Applicant: Myung Kim

Owner: Derrick Murway

Location: 3855 Glade Road, Suite 170

Property Description: Lot 2, Block A, 170 Players Addition

Present Zoning: PUD-R Planned Unit Development – Residential

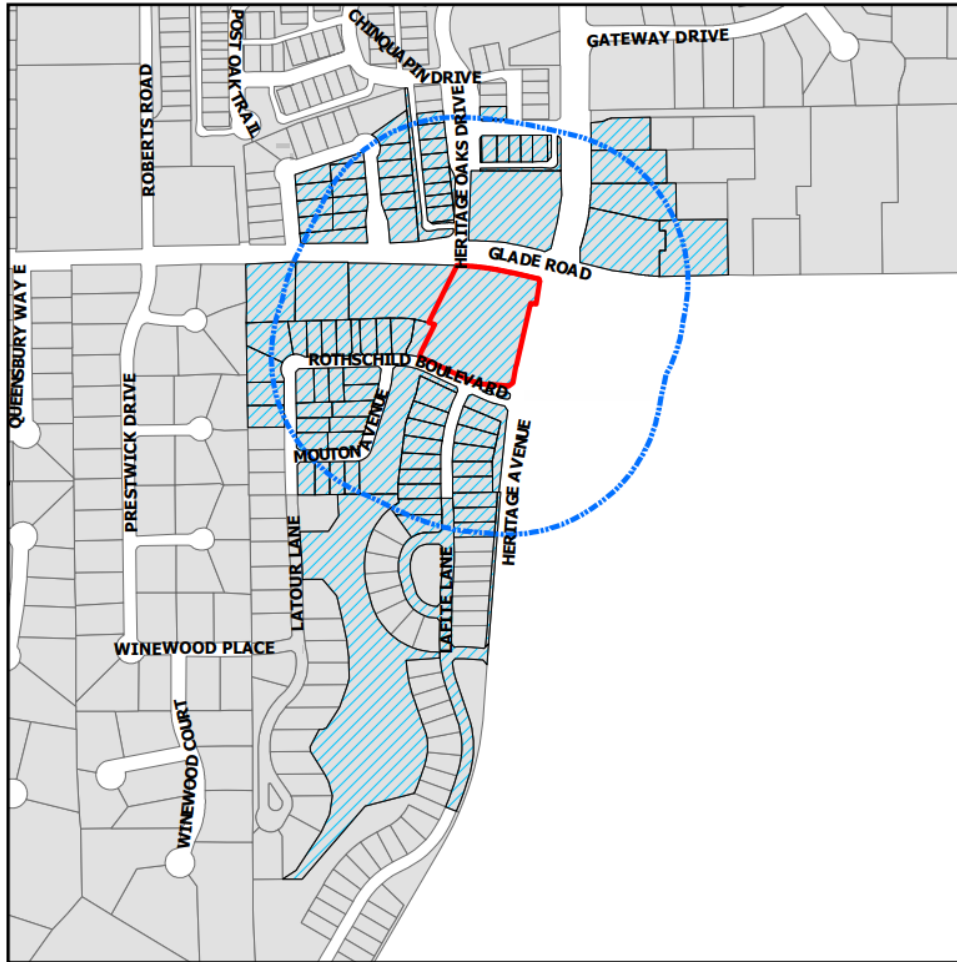
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

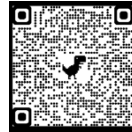
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



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

Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
353-365 BROADWAY REALTY LLC	101 N TRYON ST	CHARLOTTE, NC
ACOSTA, JOHNNY	3716 ROTHSCCHILD BLVD	COLLEYVILLE, TX
ALAGARSAMY, LAKKUREDDI	3724 ROTHSCCHILD BLVD	COLLEYVILLE, TX
ALI, AHMED	3917 BLACKJACK OAK DR	COLLEYVILLE, TX
ALLICK, SUZETTE	3913 BLACKJACK OAK DR	COLLEYVILLE, TX
BAHA INVESTMENTS LLC	10620 TREENA ST STE 230	SAN DIEGO, CA
BASU MODAK LLC	7239 HERBOSO	GRAND PRAIRIE, TX
BENAVIDES, GABRIEL	4816 LAFITE LN	COLLEYVILLE, TX
BESSE, DANIEL	4900 LATOUR LN	COLLEYVILLE, TX
BHAIDANI, SALIM	4437 LAFITE LN	COLLEYVILLE, TX
BHAT, PREVEEN KUMAR	5052 HERITAGE OAKS DR	COLLEYVILLE, TX
BIBEAU, GUY R	5052 COPPERGLEN CIR	COLLEYVILLE, TX
BRACEVILLE LLC	2501 KENSINGTON PL	COLLEYVILLE, TX
BRADFORD TRUST	5005 COPPERGLEN CIR	COLLEYVILLE, TX
BRYANT, ROSIE	5064 COPPERGLEN CIR	COLLEYVILLE, TX
CHARANIA, AMEEN	4828 LAFITE LN	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
COLLINS FAMILY TRUST	4820 LATOUR LN	COLLEYVILLE, TX
COMER, CLARENCE	5056 COPPERGLEN CIR	COLLEYVILLE, TX
COPPERGLEN ADDITION	PO BOX 323	COLLEYVILLE, TX
COPPERGLEN HOA INC	PO BOX 1901	COLLEYVILLE, TX
CORDELL, ELLEN A	4804 MOUTON AVE	COLLEYVILLE, TX
CREEKSIDE AT COLLEYVILLE HOA	106 N DENTON TAP RD # 210-375	COPPELL, TX
FROST, HOWARD M	5009 COPPERGLEN CIR	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
GREENWAY GLADE PARTNERS LP	2808 FAIRMOUNT ST STE 100	DALLAS, TX
GUO, JINGHUA	3708 ROTHSCCHILD BLVD	COLLEYVILLE, TX
GUPTA, PRATEEK	4813 LAFITE LN	COLLEYVILLE, TX
HASAN, AARESH	3713 ROTHSCCHILD BLVD	COLLEYVILLE, TX
HOLDER, JAMES	5053 COPPERGLEN CIR	COLLEYVILLE, TX
HOUGHTON, JUSTIN	3728 ROTHSCCHILD BLVD	COLLEYVILLE, TX
HOVHANNISYAN, HAYK	4733 LAFITE LN	COLLEYVILLE, TX
HUNTINGTON BEACH PROPERTIES	151 PLAYERS CIR	SOUTHLAKE, TX
JAYARAM, SHANKAR	4820 LAFITE LN	COLLEYVILLE, TX
JEANS, COURNTEY	5049 COPPERGLEN CIR	COLLEYVILLE, TX
JOSHI, ANUSHA	4805 LAFITE LN	COLLEYVILLE, TX
KASTNER, CHRISTOPHER M	4724 LAFITE LN	COLLEYVILLE, TX
KIM, MYUNG	9779 GAYLORD PKWY STE 319	FRISCO, TX
KRUSH, ANDREW	4808 MOUTON AVE	COLLEYVILLE, TX
LAKHANI, SAHANAWAZ	4813 LATOUR LN	COLLEYVILLE, TX
LIU, XIN	4804 LAFITE LN	COLLEYVILLE, TX
LUCAS, TAMA	5060 HERITAGE OAKS DR	COLLEYVILLE, TX
MAGAN, KRISHAN	4817 LAFITE LN	COLLEYVILLE, TX
MALLICK, HIMANSU	4809 LAFITE LN	COLLEYVILLE, TX
MARTINS VERAS FAMILY RLT	3705 ROTHSCCHILD BLVD	COLLEYVILLE, TX
MDC-HERITAGE OAKS ESTATES LTD	545 E JOHN CARPENTER FWY	IRVING, TX
MILLER, DEBRA	5028 HERITAGE OAKS DR	COLLEYVILLE, TX
MINDIOLA, JUAN C	3925 BLACKJACK OAK DR	COLLEYVILLE, TX
MOHAMED, ABDUL-AZIZ	3704 ROTHSCCHILD BLVD	COLLEYVILLE, TX
MOSS, SCOTT	4816 MOUTON AVE	COLLEYVILLE, TX
MURWAY, DERICK	151 PLAYERS CIR STE 200	SOUTHLAKE, TX
NAGABHUSHAN, MEGHNA	3709 ROTHSCCHILD BLVD	COLLEYVILLE, TX
NAGUBOINA, RAMESH	3929 BLACKJACK OAK DR	COLLEYVILLE, TX
NGUYEN, LISA HONG	4809 LATOUR LN	COLLEYVILLE, TX

PALMER, STACY	3712 ROTHSCHILD BLVD	COLLEYVILLE, TX
PATEL, CHANDRAKALA	2520 NE 28TH ST	FORT WORTH, TX
PATEL, HIRENKUMAR	4737 LAFITE LN	COLLEYVILLE, TX
PATEL, PREMAL	4816 LATOUR LN	COLLEYVILLE, TX
PATEL, SAGAR	4821 LAFITE LN	COLLEYVILLE, TX
PIRANI, SALIMA	5013 COPPERGLEN CIR	COLLEYVILLE, TX
POLAKALA, REKHA	5048 HERITAGE OAKS DR	COLLEYVILLE, TX
PRESSON, ERIC W	3717 MOUTON AVE	COLLEYVILLE, TX
PURDY, JULIE	4808 LAFITE LN	COLLEYVILLE, TX
RAMIREDDY, CHANDRASEKHAR	3709 MOUTON AVE	COLLEYVILLE, TX
RASHID, KARIM	4812 MOUTON AVE	COLLEYVILLE, TX
RECTOR, BEVERLY	5060 COPPERGLEN CIR	COLLEYVILLE, TX
ROSSO, PATRICK	3933 BLACKJACK OAK DR	COLLEYVILLE, TX
ROY, MATHEW	4820 MOUTON AVE	COLLEYVILLE, TX
SAINT MARY'S ROMANIAN ORTH CH	3801 GLADE RD	COLLEYVILLE, TX
SAMANT, VIPUL	4805 LATOUR LN	COLLEYVILLE, TX
SANDOVAL, ALEXANDER	5036 HERITAGE OAKS DR	COLLEYVILLE, TX
SCOTT, LARRY P	PO BOX 1159	DEERFIELD, IL
SHA, CHANG	5056 HERITAGE OAKS DR	COLLEYVILLE, TX
SHARP, LINDA CAROLYN	5061 COPPERGLEN CIR	COLLEYVILLE, TX
SHI, LILI	3732 ROTHSCHILD BLVD	COLLEYVILLE, TX
SIDDIQUI, IRMAN	3713 MOUTON AVE	COLLEYVILLE, TX
THAKUR, AJAY	4824 LAFITE LN	COLLEYVILLE, TX
THIRUVEEDULA, THIRUMALESWARA	3705 MOUTON AVE	COLLEYVILLE, TX
TUTTLE, TODD E	5044 HERITAGE OAKS DR	COLLEYVILLE, TX
VARGHESE, ALFRED	4741 LAFITE LN	COLLEYVILLE, TX
VOTAW, ROBERT B	5032 HERITAGE OAKS DR	COLLEYVILLE, TX
WANG, JULIE	5065 COPPERGLEN CIR	COLLEYVILLE, TX
WARD, IRVING B	5057 COPPERGLEN CIR	COLLEYVILLE, TX
WINSTEAD, SCOTT	4812 LAFITE LN	COLLEYVILLE, TX
WLO ENTERPRISES INC	5005 HERITAGE AVE STE 100	COLLEYVILLE, TX
XU, YAN	4720 LAFITE LN	COLLEYVILLE, TX

ORDINANCE O-23-2234

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 2, BLOCK A OF THE 170 PLAYERS ADDITION, LOCATED AT 3855 GLADE ROAD, SUITE 170, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption for Case No. ZC23-001; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to 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 all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 2, Block A, of the 170 Players Addition, located at 3855 Glade Road, Suite 170, by

authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted on Exhibit "A" Exhibit "B" and Exhibit "C".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Land Development Code of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "The Brunch District".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Monday - Sunday: 7:00 a.m. – 2:30 p.m.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall

be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

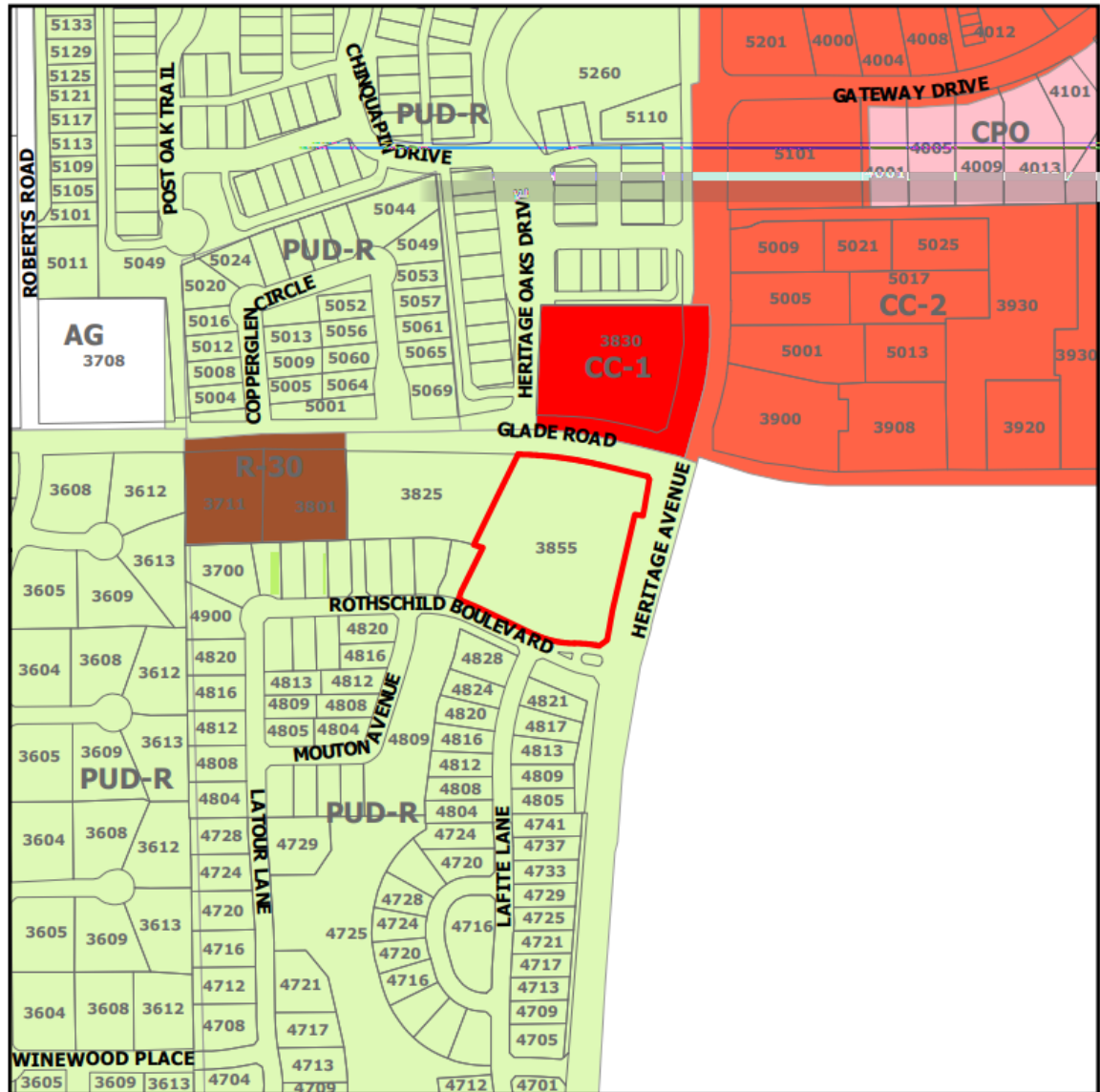
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Zoning Map



This is an aerial map of a residential area in Dallas, Texas, with property boundaries and lot numbers outlined in yellow. The map includes several streets: Roberts Road, Glade Road, Heritage Avenue, Rothschild Boulevard, Mouton Avenue, Copper Glen Circle, and Winewood Place. A specific property, lot 3855, is highlighted with a red outline. The map also shows various other lot numbers and street names like Copper Glen Circle, Mouton Avenue, and Winewood Place.

NOTES

1. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN GOOD CONDITION.
2. THE EXISTING UTILITIES HAVE BEEN LOCATED BY THE ENGINEER AND ARE SHOWN ON THIS PLAN. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN GOOD CONDITION.
3. THE EXISTING UTILITIES HAVE BEEN LOCATED BY THE ENGINEER AND ARE SHOWN ON THIS PLAN. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN GOOD CONDITION.
4. THE EXISTING UTILITIES HAVE BEEN LOCATED BY THE ENGINEER AND ARE SHOWN ON THIS PLAN. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN GOOD CONDITION.
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9. THE EXISTING UTILITIES HAVE BEEN LOCATED BY THE ENGINEER AND ARE SHOWN ON THIS PLAN. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN GOOD CONDITION.
10. THE EXISTING UTILITIES HAVE BEEN LOCATED BY THE ENGINEER AND ARE SHOWN ON THIS PLAN. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN GOOD CONDITION.

SITE DATA SUMMARY TABLE

ITEM	QUANTITY	UNIT
PROPOSED PAVEMENT	11,000.00	SQ. YD.
PROPOSED ASPHALT	11,000.00	SQ. YD.
PROPOSED CONCRETE	11,000.00	SQ. YD.
PROPOSED GRAVEL	11,000.00	SQ. YD.
PROPOSED SAND	11,000.00	SQ. YD.
PROPOSED CEMENT	11,000.00	SQ. YD.
PROPOSED BRICK	11,000.00	SQ. YD.
PROPOSED TILE	11,000.00	SQ. YD.
PROPOSED STONE	11,000.00	SQ. YD.
PROPOSED WOOD	11,000.00	SQ. YD.
PROPOSED METAL	11,000.00	SQ. YD.
PROPOSED GLASS	11,000.00	SQ. YD.
PROPOSED PLASTER	11,000.00	SQ. YD.
PROPOSED PAINT	11,000.00	SQ. YD.
PROPOSED FURNITURE	11,000.00	SQ. YD.
PROPOSED EQUIPMENT	11,000.00	SQ. YD.
PROPOSED SUPPLIES	11,000.00	SQ. YD.
PROPOSED LABOR	11,000.00	SQ. YD.
PROPOSED OVERHEAD	11,000.00	SQ. YD.
PROPOSED PROFIT	11,000.00	SQ. YD.
PROPOSED TOTAL	11,000.00	SQ. YD.

BENCHMARKS

MARK	DESCRIPTION	COORDINATES
BM 1	1.00	11,000.00
BM 2	1.00	11,000.00
BM 3	1.00	11,000.00
BM 4	1.00	11,000.00
BM 5	1.00	11,000.00
BM 6	1.00	11,000.00
BM 7	1.00	11,000.00
BM 8	1.00	11,000.00
BM 9	1.00	11,000.00
BM 10	1.00	11,000.00

[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 3/21/2023

Number Ordinance O-23-2235

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, Case ZC23-002

Strategic Plan

Explanation

Second Reading and Public Hearing

The applicant was present at first reading and answered questions regarding the proposed request.

First Reading and Public Hearing

William Yarborough, the owner, has submitted a request for a Special Use Permit (SUP) for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, being approximately 0.71 acres, and zoned ML Light Manufacturing district. The purpose is to allow for a new detached cabana and fireplace for the business known as Yard Art.

Existing Conditions/Background: The subject property, 6407 Colleyville Boulevard, has ML zoning and is located on the east side of Colleyville Boulevard north of the intersection with Tinker Road. The subject property has an existing business known as Yard Art.

SUP Request: Request – The applicant is requesting the SUP for a new detached accessory building of 600 s.f. to replace an existing gazebo.

Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of the Land Development Code establishes Accessory Buildings located in Non-residential Zoning Districts:

1. Commercial accessory buildings may be located within approved non-residential districts subject to the following conditions:

- a. Limited to one (1) accessory building per platted lot.

- b. Must be located to the rear of the primary building and not visible from adjacent roadways.
- c. The use of the accessory building must be ancillary to the primary use.
- d. Exterior walls shall be of the same materials as used with the primary structure.
- e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property.

Analysis: Any request for an accessory building for a commercial business shall only be authorized after approval of a Special Use Permit by the City Council.

Plat Status: The property is platted as Lot 16R2, Block 1, in the Colleyville Industrial Park Addition.

DRC Review: The DRC met on January 23, 2023 and had no comments and scheduled Case ZC23-002 with the Planning and Zoning Commission on February 13th and City Council on March 7th and 21st.

Drainage: NA

Surrounding Development: The property to the east zoned ML Light Manufacturing district and is improved with a commercial use. The property to the north is zoned CC-1 Shopping Center district and is improved with a commercial business. The property to the south is zoned Planned Unit Development Commercial district and is improved with a self-storage facility.

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 request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval with a condition that stone be added to the columns at a minimum of three feet high at their February 13, 2023 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

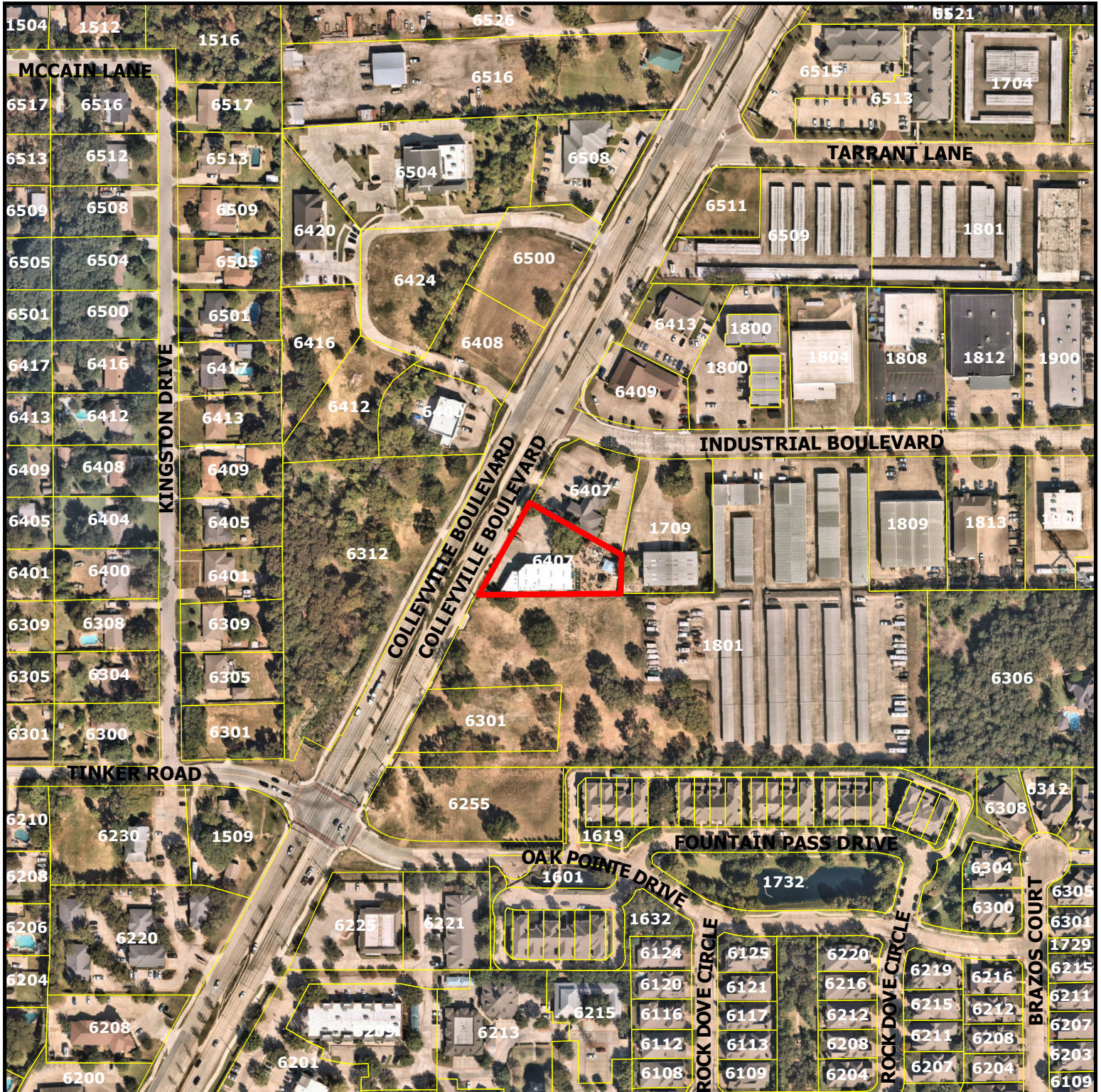
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Survey
6. Layout Plans and Elevations
7. Notification Map
8. Notification Letter
9. Notification List
10. Ordinance O-23-2235

Aerial Map



ZC23-002

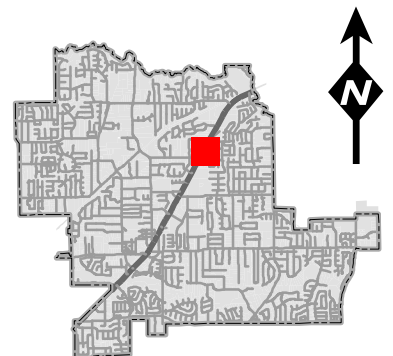
6407 Colleyville Boulevard

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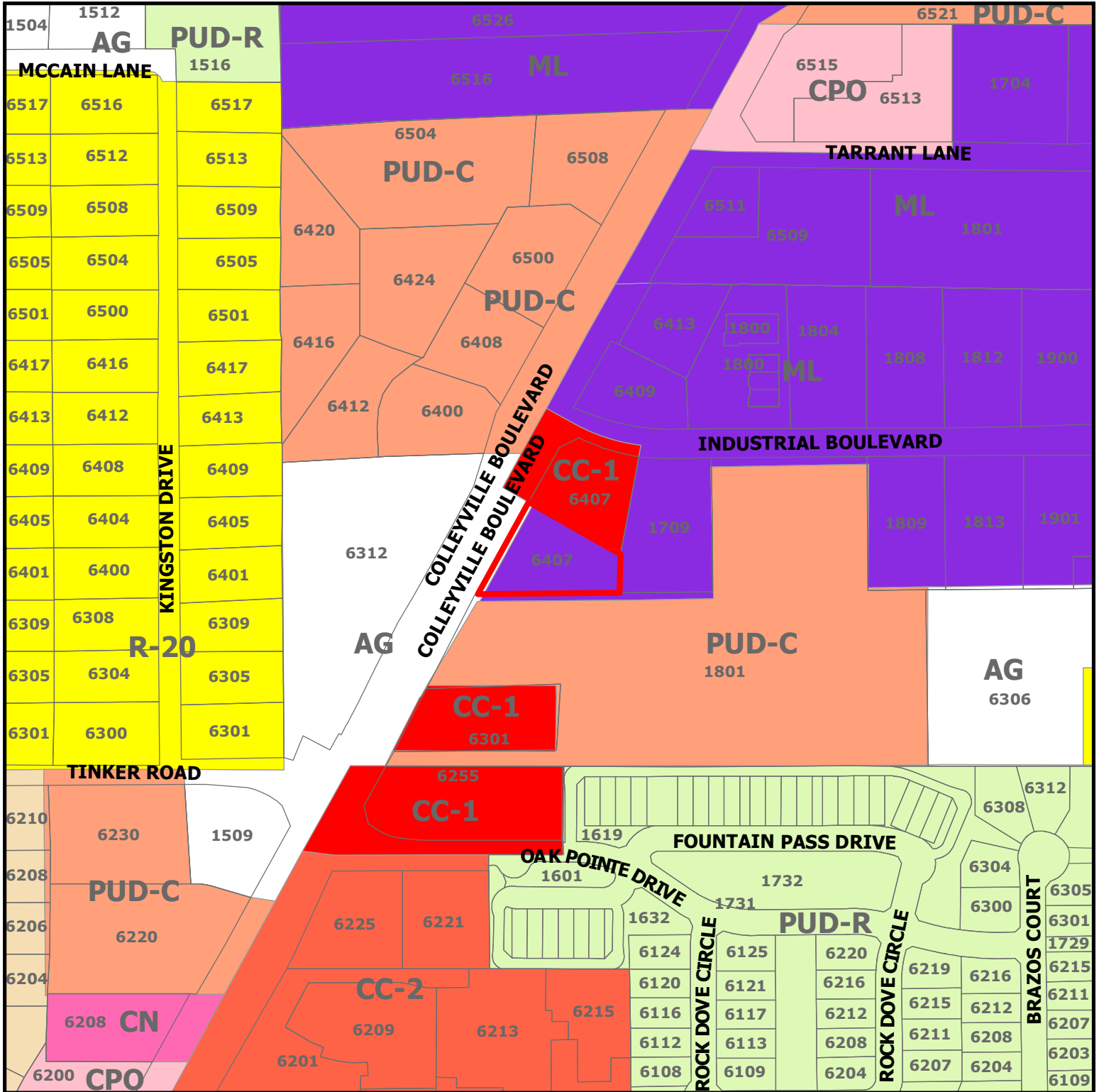
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Subject Property



Zoning Map



ZC23-002

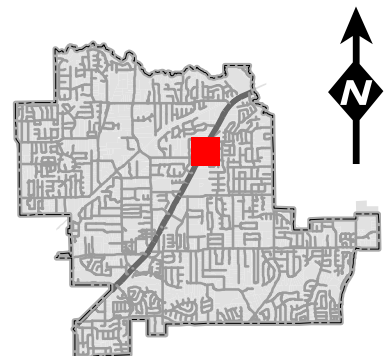
6407 Colleyville Boulevard

DISCLAIMER:

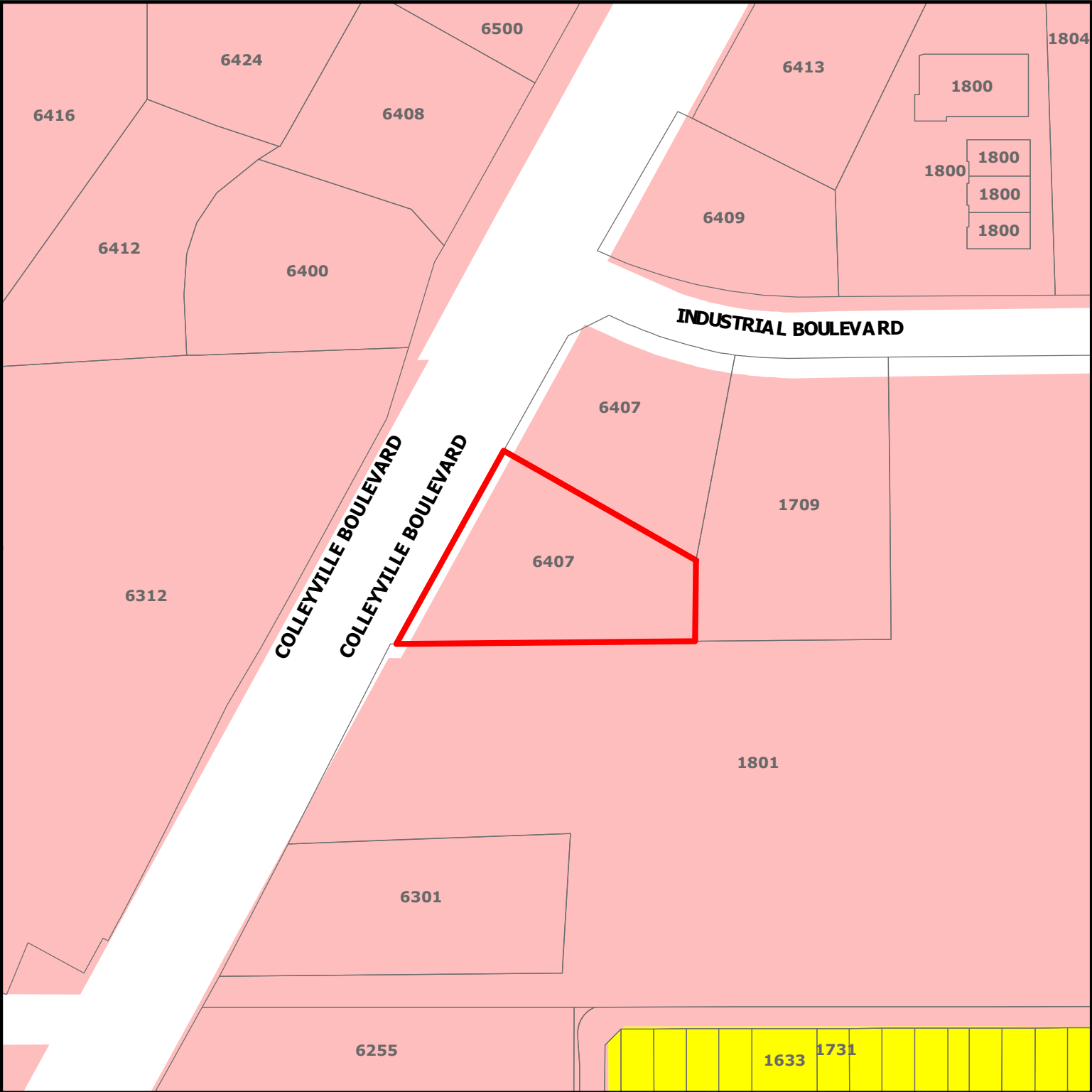
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Subject Property



Future Land Use Map

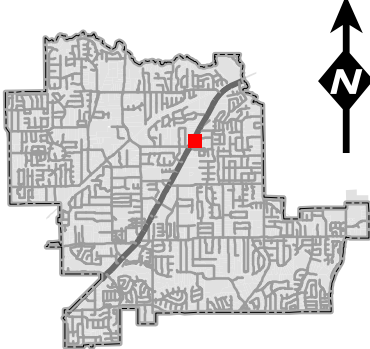


ZC23-002

6407 Colleyville Boulevard

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-  Subject Property
-  Residential
-  Colleyville Blvd Corridor





OFFICE/FAX: 972-842-3296 OR MOBILE: 214-616-4125

510 McDaniel Rd.

Ferris, Texas, 75125

[email: prodecktexas@mindspring.com](mailto:prodecktexas@mindspring.com)

To whom it may concern,

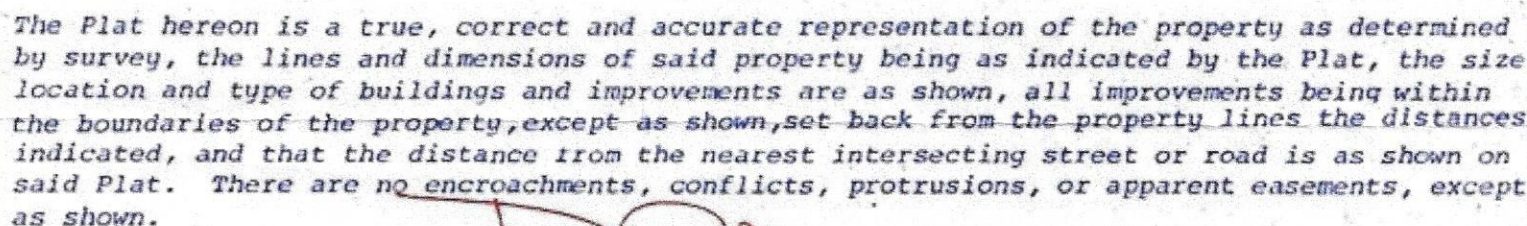
Yard Art, located at 6407 Colleyville Blvd, has requested a detached cabana and fireplace be installed in the rear of their property. Yard Art currently has a gazebo that was installed 28 years ago and needs to be removed and replaced with the beautiful cabana which will accent their products of outdoor furniture

The proposed cabana will be used for outdoor furniture display and to provide clients with a place of shade during the hot months of the summer.

Thank you,
William Yarborough
www.prodecktexas.com
214-616-4125 cell

GF #KW00213715

TEXAS
*Park.



LEGEND

- . . . FOUND STEEL ROD
- . . . SET STEEL ROD
- ◇ . . . FOUND PIPE
- . . . FOUND BOIS D'ARC STAKE
- //— . . . POWER OR TELEPHONE LINE
- x— . . . FENCE (CENTERLINE)

TYPE 1

HURST, TEXAS

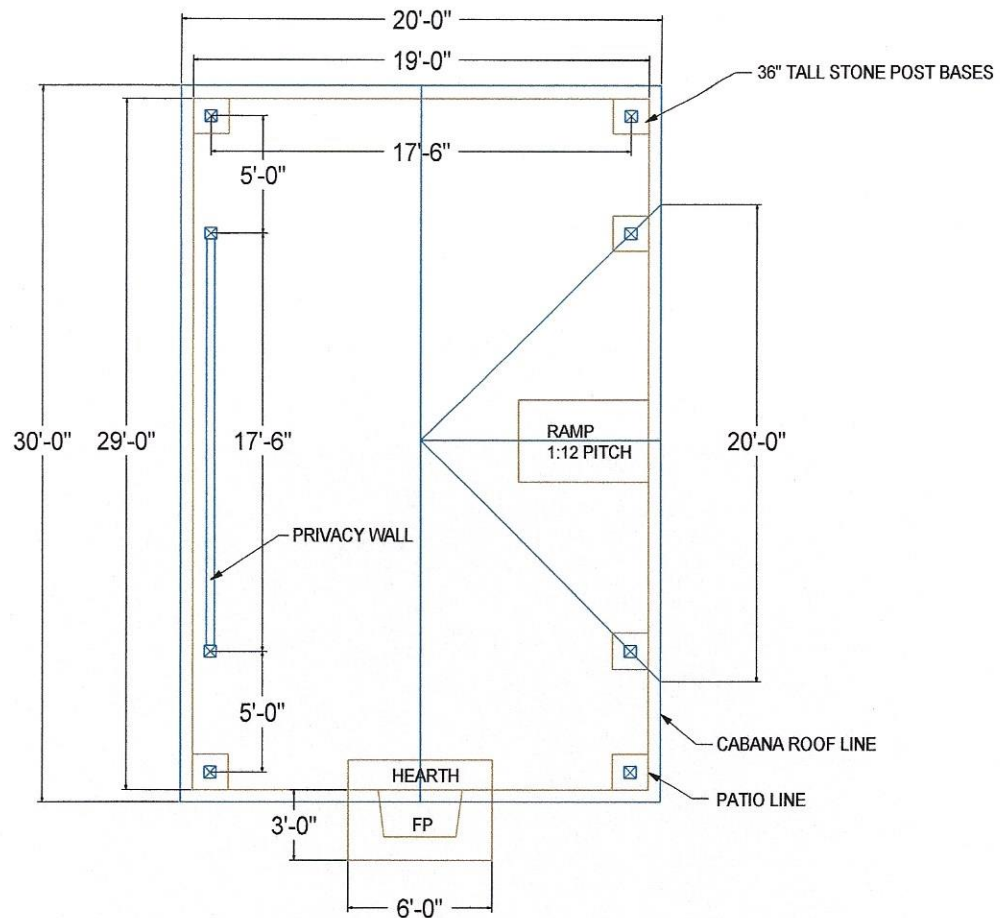
DATE 2-11-94

No. 94-46

Q.D. # 93-523

LAYOUT PLAN

1/8"=12"



GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS,
6X12 CEDAR BEAMS,
2X12 CEDAR RIDGE BEAM,
2X8 PINE RAFTERS-16" OC,
SIMPSON JOIST HANGERS,
HURRICAN CLIPS FOR BEAM TO JOIST CONNECTION,
2X8 HIP MEMBERS,
TONGUE AND GROOVE CEILING FOLLOWING THE SLOPE OF RAFTERS,
1/2 OSB ROOF DECKING,
COMPOSITION SHINGLES,
2X4 FRAMING AND 1X6 SLATS FOR PRIVACY WALL,
SHERWIN WILLIAMS STAIN.

PATTERNED CONCRETE PATIO:
REINFORCED CONCRETE SLAB 4" THICK WITH
#3 REBAR 12" OC EACH WAY.

18"X18"DEEP PIERS FOR POSTS
WITH 8 VERTICAL STRANDS OF #4 REBAR
UNDER CABANA POSTS. POSTS ATTACHED
TO CONCRETE SLAB USING 5/8" ANCHOR BOLTS.

FIREPLACE FOOTING: 3'X6'X18" DEEP WITH
#5 REBAR AT 12" EACH WAY, TOP AND
BOTTOM MATS.

*CHOPPED GRAY LUEDERS STONE FOR 36" TALL
STONE POST BASES, CAPPED WITH LUEDERS.

*CHOPPED GRAY LUEDERS (RANDOM RECTANGLE)
FOR FIREPLACE AND HEARTH, WITH LEUDERS
FLAGSTONE CAPS FOR HEARTH., 4X12 CEDAR MANTEL.

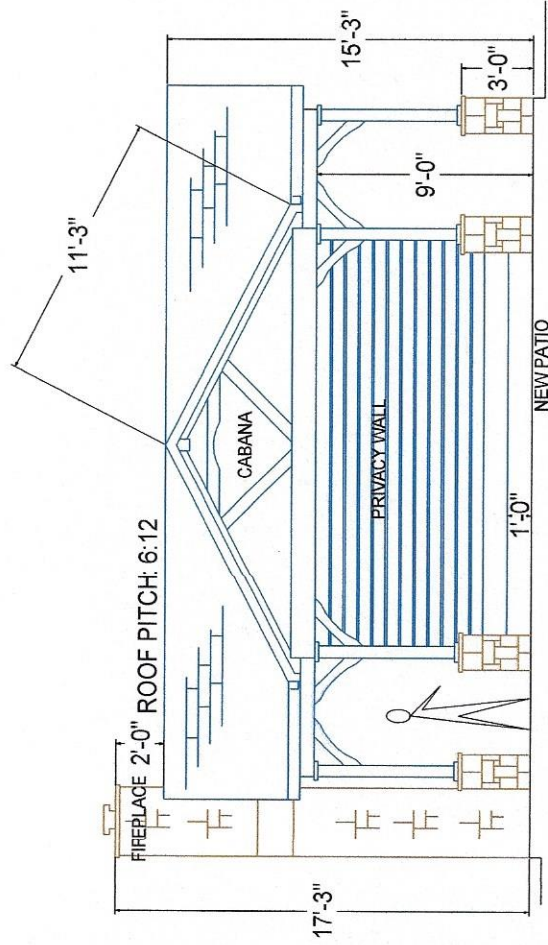
YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

DESIGN IS PROPERTY OF PRO DECK.
ANY REPRODUCTION OR USE OF THE
CONCEPTUAL DESIGN FOR ANY PURPOSE
WITHOUT THE CONSENT OF PRO DECK
WILL RESULT IN A DESIGN FEE TO BE
CHARGED TO HOMEOWNER.
W.C.Y.

PRO DECK
www.prodecktexas.com
OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

FRONT ELEVATION

1/8"=12"



GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS,
6X12 CEDAR BEAMS,
2X12 CEDAR RIDGE BEAM,
2X8 PINE RAFTERS-16" OC,
SIMPSON JOIST HANGERS,
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SHERWIN WILLIAMS STAIN.

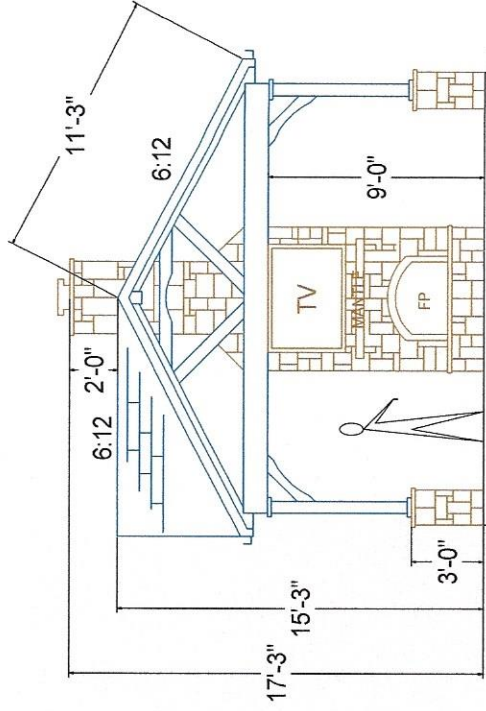
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STONE POST BASES, CAPPED WITH LUEDELS.

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FOR FIREPLACE AND HEARTH, WITH LUEDELS
FLAGSTONE CAPS FOR HEARTH, 4X12 CEDAR MANTEL.

YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

RIGHT ELEVATION

1/8"=12"



PATTERNED CONCRETE PATIO:
REINFORCED CONCRETE SLAB 4" THICK WITH
#3 REBAR 12" OC EACH WAY.

18"X18" DEEP PIERS FOR POSTS
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TO CONCRETE SLAB USING 5/8" ANCHOR BOLTS.

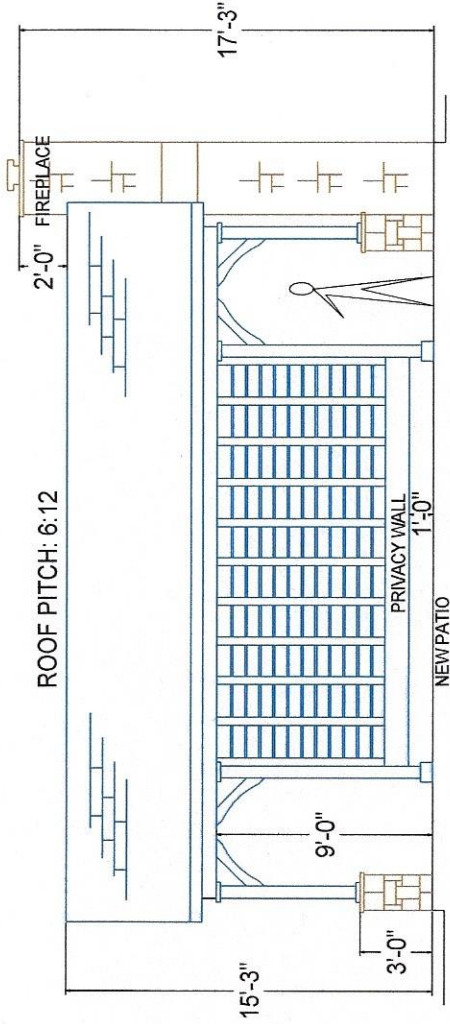
FIREPLACE FOOTING: 3'X8'X18" DEEP WITH
#5 REBAR AT 12" EACH WAY, TOP AND
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DATE: 10-14-2022
DESIGNER: WCY

REAR ELEVATION

1/8"=12"



GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS,
6X12 CEDAR BEAMS,
2X12 CEDAR RIDGE BEAM,
2X8 PINE RAFTERS-16" OC,
SIMPSON JOIST HANGERS,
HURRICAN CLIPS FOR BEAM TO JOIST CONNECTION,
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TONGUE AND GROOVE CEILING FOLLOWING THE SLOPE OF RAFTERS,
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SHERWIN WILLIAMS STAIN

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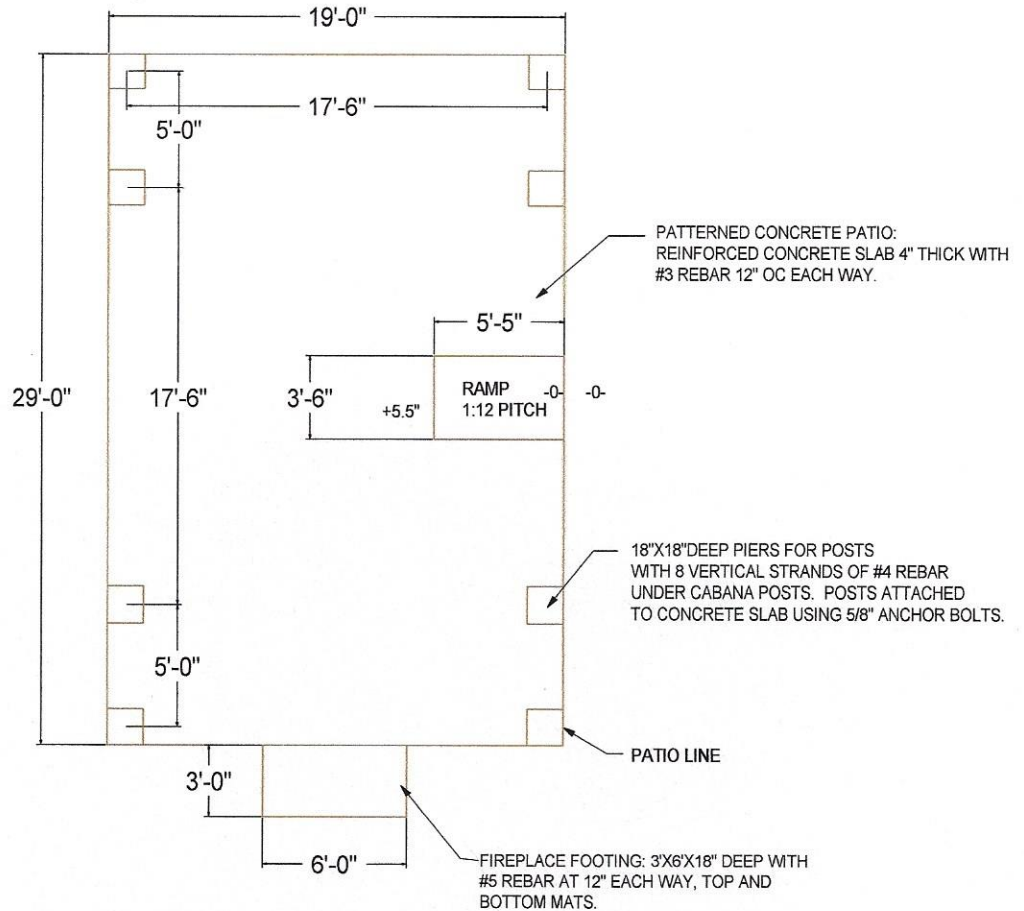
YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

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DESIGNER: WCY

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FOUNDATION PLAN

1/8"=12"



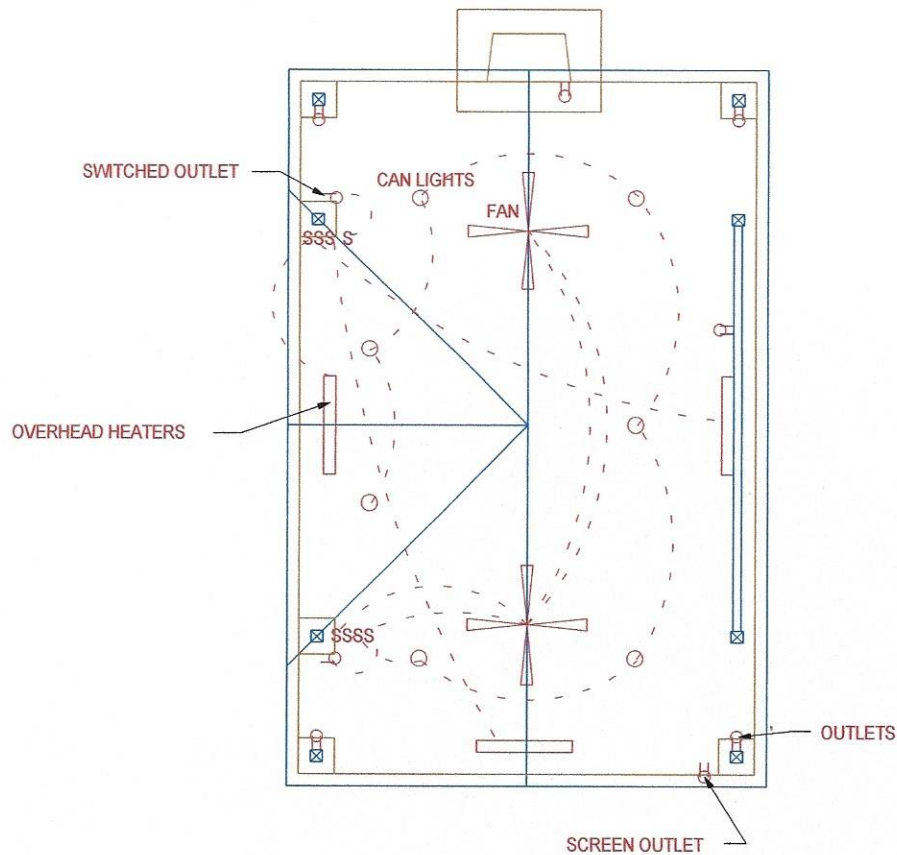
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W.C.Y.

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OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

ELECTRICAL PLAN

1/8"=12"



ELECTRICAL:
2 FANS,
9 OUTLETS,
7 CAN LIGHTS,
5 SWITCHES,
3 OVERHEAD ELECTRIC HEATERS.

YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

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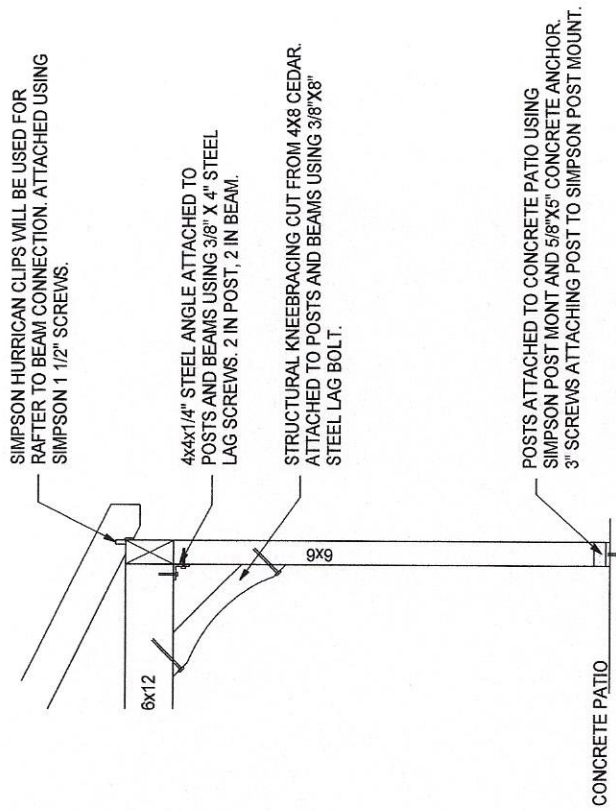
OFFICE: 972-842-3296

DATE: 10-14-2022

DESIGNER: WCY

ATTACHMENT DETAILS

1/4"=12"

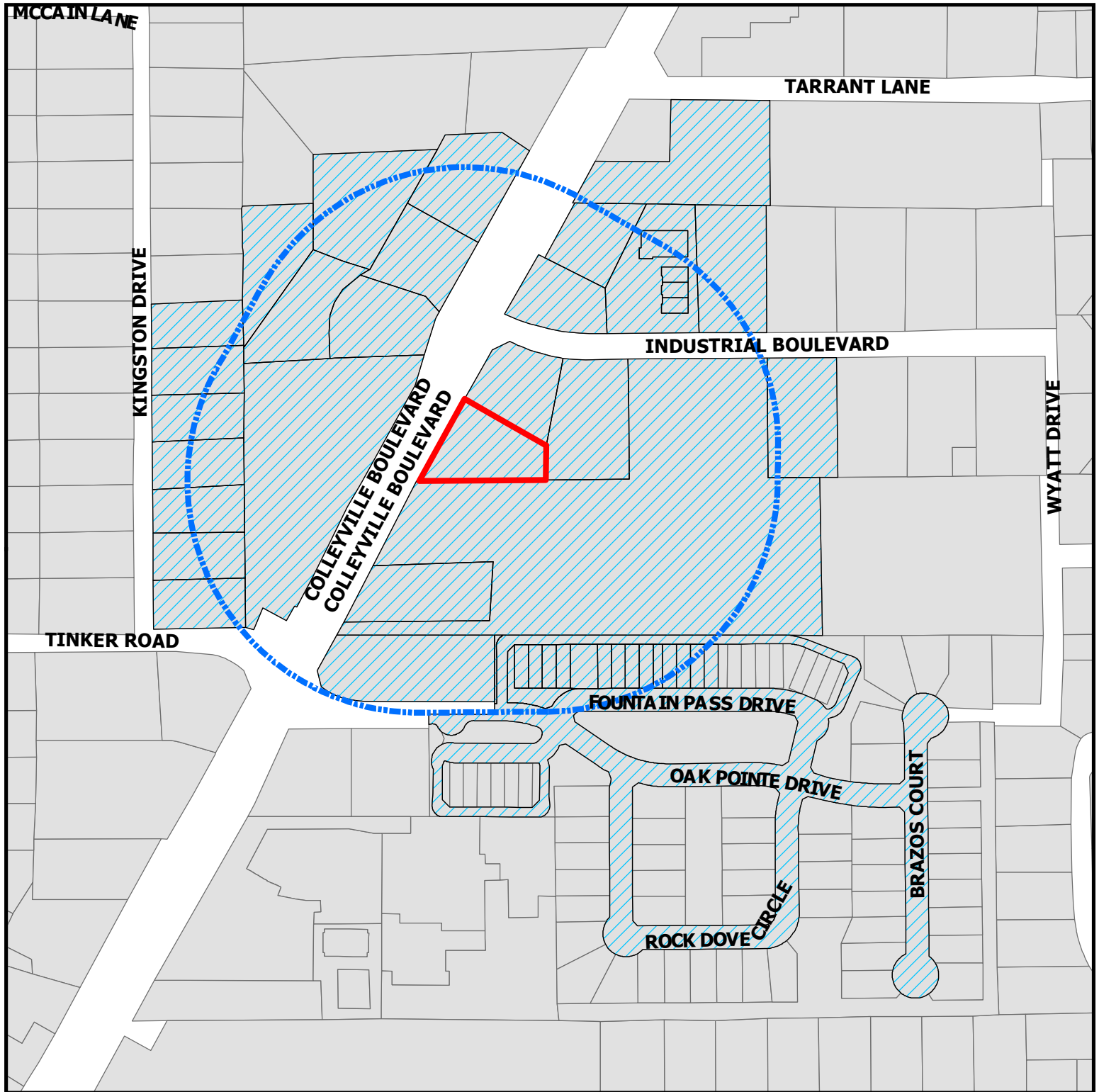


YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

DESIGN IS PROPERTY OF PRO DECK.
ANY REPRODUCTION OR USE OF THE
CONCEPTUAL DESIGN FOR ANY PURPOSE
WITHOUT THE CONSENT OF PRO DECK
WILL RESULT IN A DESIGN FEE TO BE
CHARGED TO HOMEOWNER. W.C.Y.

PRO DECK
www.prodecktexas.com
OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

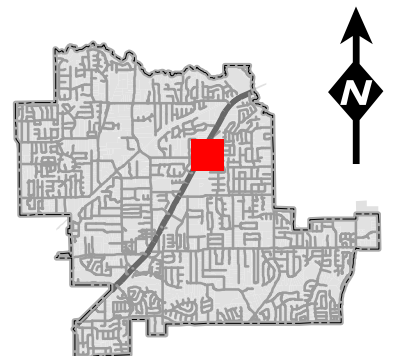
Notification Map



ZC23-002
6407 Colleyville Boulevard

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, February 13, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, March 7, 2023 & Tuesday, March 21, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a commercial accessory building. The purpose is to allow for a detached cabana and fire place for the business, Yard Art Patio & Fireplace.

Zoning Case: ZC23-002

Applicant: William Yarborough

Owner: Yard Art

Location: 6407 Colleyville Boulevard

Property Description: Lot 16R2, Block 1, Colleyville Industrial Park

Present Zoning: ML Light Manufacturing

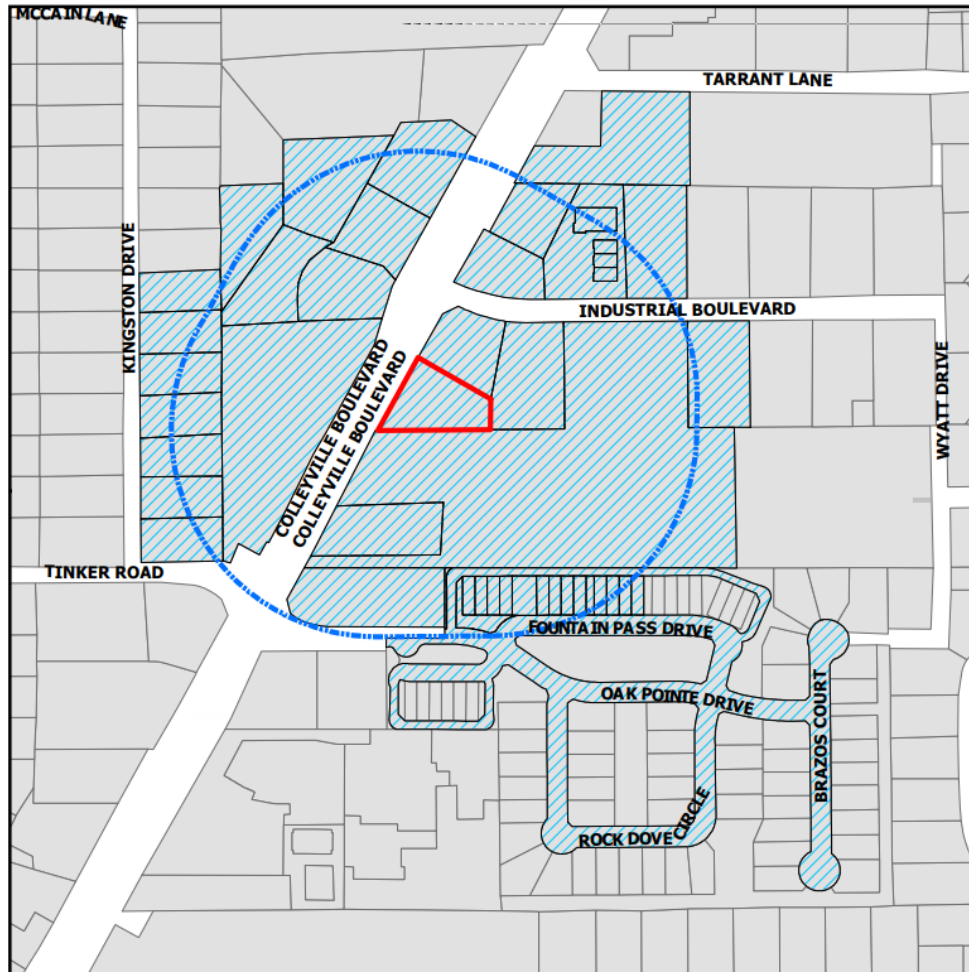
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

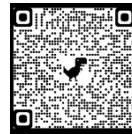
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



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

Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
ADDITIONAL SELF STORAGE LP	2964 LBJ FRWY STE 400	DALLAS, TX
AGARWAL, AKSHAY	6434 MALAGA	IRVING, TX
AMERICA'S STORAGE	4311 OAK LAWN AVE STE 360	DALLAS, TX
BITTICK, EDWARD D	6405 KINGSTON	COLLEYVILLE, TX
BOLTON, MICHAEL S	1821 FOUNTAIN PASS DR	COLLEYVILLE, TX
CAMPBELL DAVID L	1637 FOUNTAIN PASS DR	COLLEYVILLE, TX
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX
DAEMS, CHRISTIANE L	1741 FOUNTAIN PASS DR	COLLEYVILLE, TX
DWYER, STACY H	5511 CLERMONT CT	COLLEYVILLE, TX
FISH, ROBERT	6401 KINGSTON	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
HATCHER, LESLIE	1721 FOUNTAIN PASS DR	COLLEYVILLE, TX
HILDRETH, BRADLEY E	6409 KINGSTON	COLLEYVILLE, TX
HORN, BILLY J	2604 FM 514	YANTIS, TX
INGRAM, BEVERLY	212 STRATFORD CT	HURST, TX
KNOX, GARY	1629 FOUNTAIN PASS DR	COLLEYVILLE, TX
NELLAHOUND HOLDINGS LLC	6413 COLLEYVILLE BLVD	COLLEYVILLE, TX
PAUL AND ANNE MINSHULL RLT	1725 FOUNTAIN PASS DR	COLLEYVILLE, TX
PUBLIC INDUSTRIAL PROPERTY CO	2694 LBJ FRWY STE 400	DALLAS, TX
ROWE, SCOTT	6500 CHAMPION WAY	COLLEYVILLE, TX
SAMIDON HOLDING LLC	6407 COLLEYVILLE BLVD	COLLEYVILLE, TX
SANDERS, BAILEY	6305 KINGSTON	COLLEYVILLE, TX
SHMAISANI 26 HOLDINGS LLC	3001 BROWN TRL STE 101	BEDFORD, TX
SNEED, FRANK	6309 KINGSTON	COLLEYVILLE, TX
SPARKS SOUTHWEST INC	1804 INDUSTRIAL BLVD	COLLEYVILLE, TX
TACCONI, EUGENIO	1617 FOUNTAIN PASS DR	COLLEYVILLE, TX
THE STEPHANIE MCKENNON RLT	1733 FOUNTAIN PASS DR	COLLEYVILLE, TX
TIERNEY, THOMAS A	1709 INDUSTRIAL BLVD	COLLEYVILLE, TX
TRUDGETT, PETE J	1737 FOUNTAIN PASS DR	COLLEYVILLE, TX
VESTAL, TANYA	1621 FOUNTAIN PASS DR	COLLEYVILLE, TX
VILLAS AT OAK POINTE HOA INC	6308 WESTCOAT DR	COLLEYVILLE, TX
VILLAS AT OAK POINTE, THE	2555 SW GRAPEVINE PKWY STE 300	GRAPEVINE, TX
WEISS, SCOTT	1641 FOUNTAIN PASS DR	COLLEYVILLE, TX
WINDING CREEK VILLAGE LLC	100 DECKER CT STE 197	IRVING, TX
YARBOROUGH, WILLIAM	6407 COLLEYVILLE BLVD	COLLEYVILLE, TX
YARD ART P&F LTD	1223 CRESTSIDE DR STE 100	COPPELL, TX

ORDINANCE O-23-2235

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.71 ACRES, BEING LOT 16R2, BLOCK 1, COLLEYVILLE INDUSTRIAL PARK, LOCATED AT 6407 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A COMMERCIAL ACCESSORY BUILDING; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a commercial accessory building, Case No. ZC23-002; 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 all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for a commercial accessory

building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, as depicted on the attached as Exhibit "A".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall apply to a new 600 s.f. commercial accessory building (20 feet by 30 feet) for the business known as "Yard Art".

b. The accessory building shall be generally consistent with the site plan and building plans as depicted on the attached Exhibit "B".

c. The accessory building shall be generally consistent with the building elevations and floor plan as depicted on the attached Exhibit "C" to include stone a minimum of three feet high on the columns.

d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 8. THAT 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "B" – Site Plan

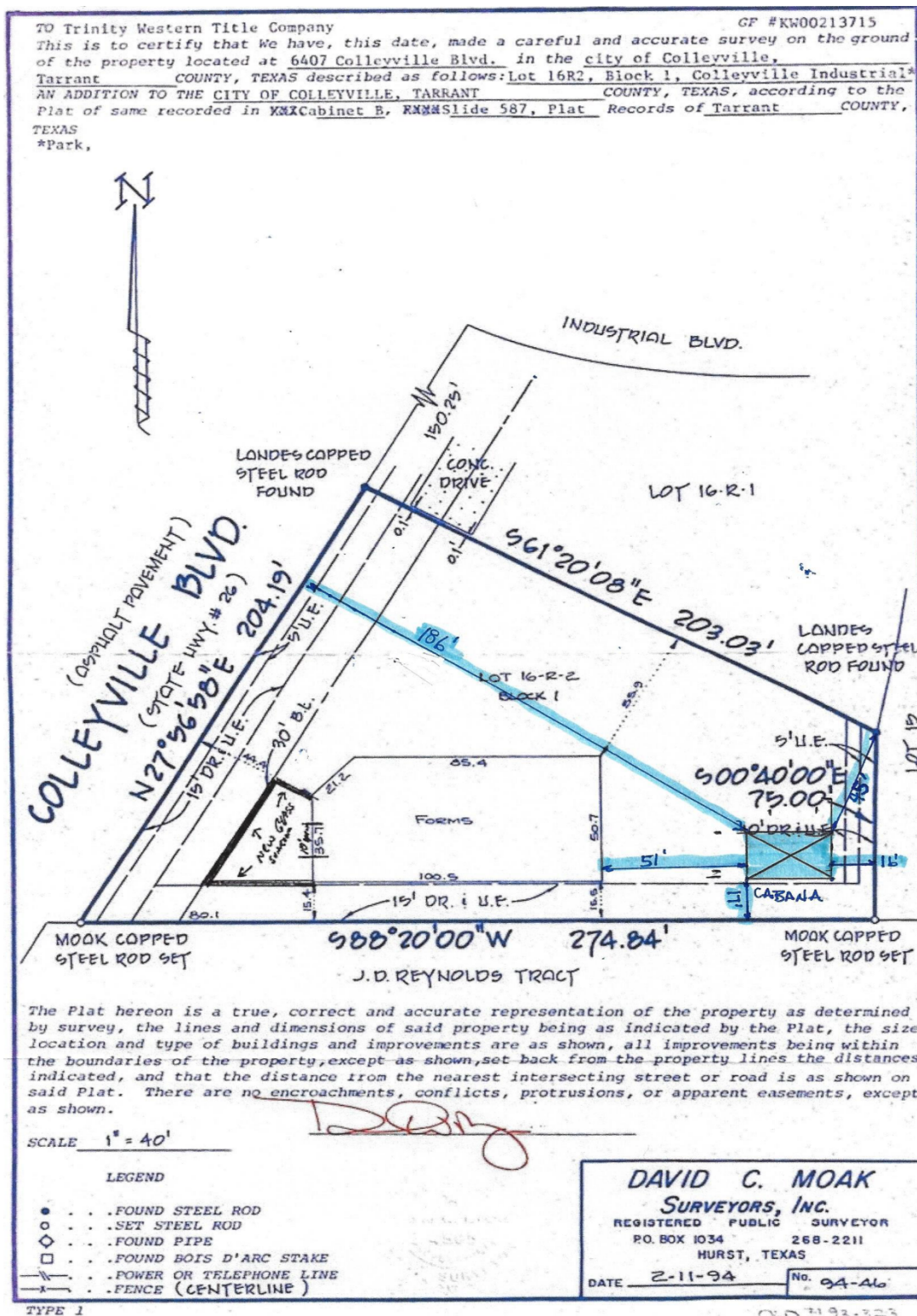
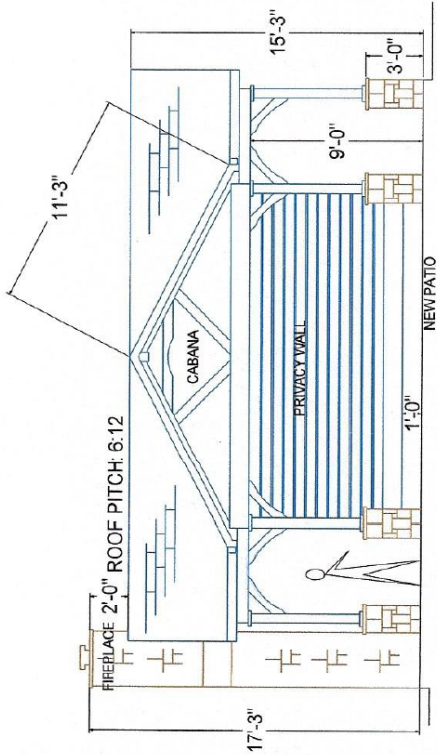


Exhibit "C" - Elevation

FRONT ELEVATION

1/8"=12"

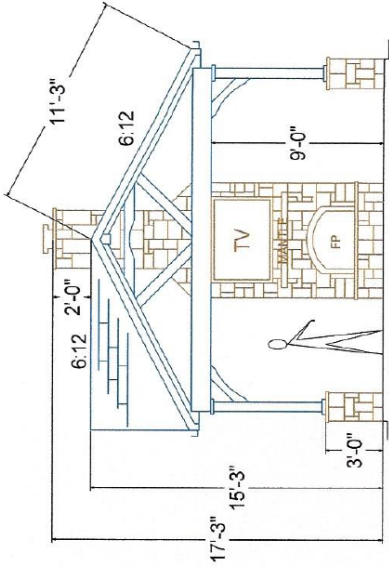


GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS
6X12 CEDAR BEAMS
2X12 CEDAR RIDGE BEAM
2X6 PINE RAFTERS-16" OC
SIMPSON JOIST HANGERS
HURRICAN CLIPS FOR BEAM TO JOIST CONNECTION
2X8 HIP MEMBERS
TONGUE AND GROOVE CEILING FOLLOWING THE SLOPE OF RAFTERS
1/2 OSB ROOF DECKING
COMPOSITION SHINGLES
2X4 FRAMING AND 1X6 SLATS FOR PRIVACY WALL,
SHERWIN WILLIAMS STAIN

YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

RIGHT ELEVATION

1/8"=12"



PATTERNED CONCRETE PATIO:
REINFORCED CONCRETE SLAB 4" THICK WITH
#3 REBAR 12" OC EACH WAY.

18"X18" DEEP PIERS FOR POSTS
WITH 8 VERTICAL STRANDS OF #4 REBAR
UNDER CABANA POSTS. POSTS ATTACHED
TO CONCRETE SLAB USING 5/8" ANCHOR BOLTS.

FIREPLACE FOOTING: 3'X3'X18" DEEP WITH
#5 REBAR AT 12" EACH WAY, TOP AND
BOTTOM MATS.

*CHOPPED GRAY LUEDERS STONE FOR 36" TALL
STONE POST BASES, CAPPED WITH LUEDERS.

*CHOPPED GRAY LUEDERS (RANDOM RECTANGLE)
FOR FIREPLACE AND HEARTH, WITH LUEDERS
FLAGSTONE CAPS FOR HEARTH, 4X12 CEDAR MANTEL.

DESIGN IS PROPERTY OF PRO DECK
ANY REUSE OR REPRODUCTION
WITHOUT THE CONSENT OF PRO DECK
WILL RESULT IN A DESIGN FEE TO BE
CHARGED TO HOMEOWNER.
W.C.Y.

PRO DECK

www.prodecktexas.com

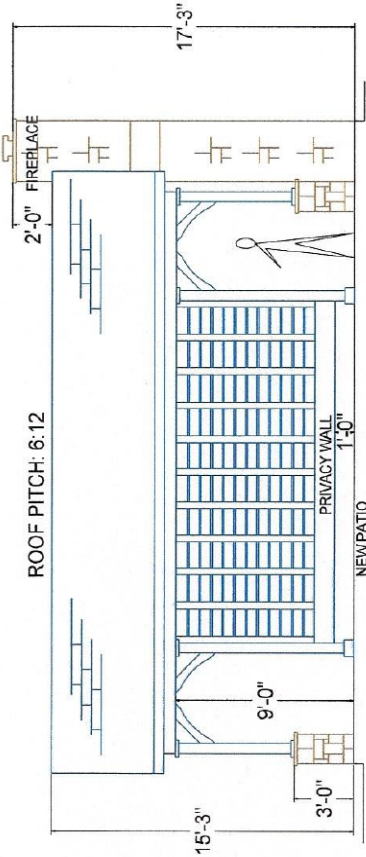
OFFICE: 972-842-3296

DATE: 10-14-2022

DESIGNER: WCY

REAR ELEVATION

1/8" = 12"



GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS,
6X12 CEDAR BEAMS,
2X12 CEDAR RIDGE BEAM,
2X8 PINE RAFTERS 16" OC,
SIMPSON JOIST HANGERS,
HURRICAN CLIPS FOR BEAM TO JOIST CONNECTION,
2X8 HIP MEMBERS,
TONGUE AND GROOVE CEILING FOLLOWING THE SLOPE OF RAFTERS,
1/2 OSB ROOF DECKING,
COMPOSITION SHINGLES,
2X4 FRAMING AND 1X6 SLATS FOR PRIVACY WALL,
SHERWIN WILLIAMS STAIN.

PATTERNED CONCRETE PATIO:
REINFORCED CONCRETE SLAB 4" THICK WITH
#3 REBAR 12" OC EACH WAY.
18"X18" DEEP PIERS FOR POSTS
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UNDER CABANA POSTS. POSTS ATTACHED
TO CONCRETE SLAB USING 5/8" ANCHOR BOLTS.
FIREPLACE FOOTING: 3'X6'X18" DEEP WITH
#6 REBAR AT 12" EACH WAY, TOP AND
BOTTOM MATS.

*CHOPPED GRAY LUEDELS STONE FOR 36" TALL
STONE POST BASES, CAPPED WITH LUEDELS.

*CHOPPED GRAY LUEDELS (RANDOM RECTANGLE)
FOR FIREPLACE AND HEARTH, WITH LUEDELS
FLAGSTONE CAPS FOR HEARTH, 4X12 CEDAR MANTEL.

YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

PRO DECK
www.prodecktexas.com
OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

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CONCEPTUAL DESIGN FOR ANY PURPOSE
WITHOUT THE CONSENT OF PRO DECK
WILL RESULT IN A DESIGN FEE TO BE
CHARGED TO HOMEOWNER.
W.C.Y.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6c

Agenda Date 3/21/2023

Number Ordinance O-23-2236

Type Ordinance

Department Community Development

Title

Consideration of amendments to Chapter 7 of the Land Development Code clarifying the size and duration of political signs as well as the use of canopies, tents, or flags, specifically amending Section 7-190.H Temporary Business Signs - Political Signs, Case GC23-001

Strategic Plan

Explanation

Second Reading and Public Hearing

The City Attorney and staff answered questions regarding the amendments and modifications drafted by the City Attorney.

First Reading and Public Hearing

At the December 20, 2022 City Council Worksession, the Council recommended changes be made to the Land Development Code (LDC) amending the regulations pertaining to political signage. The amendments will conform with the intent of the electioneering rules previously adopted while strengthening the enforcement tools available to monitor compliance.

Staff Recommendation: Staff recommends approval of the amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the LDC amendment at their February 13, 2023 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Electioneering presentation

2. Chapter 7, Section 7-190.H Temporary Business Signs - Political Signs
3. Ordinance O-23-2236

Electioneering Resolution Review

City Council
December 20, 2022

Resolution R-20-4563 Vs. Sign Ord.

Resolution

- Civil court enforcement
 - No penalty provision is provided for within the Resolution
 - Enforcement would require civil judgement
 - Code enforcement has no mechanism to address

Ordinance

- Fine/criminal enforcement
- LDC Chapter 7 – Sign Regulations
 - Any person, firm or corporation violating any provision of this Chapter shall be guilty of a misdemeanor and fine up to \$2,000 per offense
 - Code enforcement can issue a violation notice for each offense.

Resolution R-20-4563 Vs. Sign Ord.

Resolution R-20-4563 is Duplicative

Items Already Addressed in Sign Ordinance

- Public property limitations
- Size sign (4 sq. ft. max)
- Polling place landscaping/tree root/irrigation protection
- 9” gauge metal stake limitation
- 30’ separation between identical signs
- Early placement (48 vs. 24 hours)

Resolution R-20-4563 is Contradictory

- Resolution allows sign size of 32 sq. ft. if attached to tent/canopy while Sign Ordinance regulates signs on private property at 32 sq. ft.

Resolution R-20-4563 Vs. Sign Ord.

Proposed Solution

Repeal Resolution R-20-4563

Amend the Sign Ordinance as follows:

b. Said political sign(s) shall not exceed four (4) square feet in area unless they are attached to a tent or canopy and no larger than 32 sq. ft. in size;

g. Said political sign(s) may be placed beginning 24 ~~48~~ hours prior to the first day of the early voting and shall be removed by 10:00 am on the day following an election.

i. Canopies, Tents, or Flags allowed only in designated areas (for same time as signs) and shall not be located within public parking lot, landscape island, or sidewalk, and may not exceed 10' x 12' in size. A minimum distance of 20' shall be maintained between tent/canopy/flag.

Questions and Discussion

H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.

1. *Political Signs on Publicly Owned Property* – A political sign shall not be placed upon any publicly owned property including but not limited to City parks, City facilities, school district property, or state or federally owned property, except for the following:
 - a. *Said political sign(s) shall be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code Section 61.003 or 85.036;*
 - b. *Said political sign(s) shall not exceed four (4) square feet in area;*
 - c. *Said political(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;*
 - d. *Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;*
 - e. *Said political sign(s) shall not extend over any sidewalk, street, or driveway;*
 - f. *Said political sign(s) shall not be placed within 30 feet of an identical sign(s);*
 - g. *Said political sign(s) may be placed beginning 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;*
 - h. *For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.*
2. *Political Signs on Private Property* – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election and shall be removed within seven (7) days after said election.
3. No permit or fee shall be required for a political sign.

Chapter 7 – Sign Regulations

Section 7-190.H – Temporary Business Signs – Political Signs

- H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.
1. *Political Signs on Publicly Owned Property* – A political sign shall not be placed upon any publicly owned property including but not limited to City parks, City facilities, school district property, or state or federally owned property, except for the following:
 - a. Said political sign(s) shall be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code Section 61.003 or 85.036;
 - b. Said political sign(s) shall not exceed four (4) square feet in area unless they are attached to a tent or canopy and no larger than 32 sq. ft. in size;
 - c. Said political(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;
 - d. Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;
 - e. Said political sign(s) shall not extend over any sidewalk, street, or driveway;
 - f. Said political sign(s) shall not be placed within 30 feet of an identical sign(s);
 - g. Said political sign(s) may be placed beginning 24 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;
 - h. For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.
 - i. Canopies, Tents, or Flags allowed only in designated areas (for same time as signs) and shall not be located within public parking lot, landscape island, or sidewalk, and may not exceed 10' x 12' in size. A minimum distance of 20' shall be maintained between tent/canopy/flag.
 2. *Political Signs on Private Property* – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election and shall be removed within seven (7) days after said election.
 3. No permit or fee shall be required for a political sign.

ORDINANCE O-23-2236

AMENDING CHAPTER 7, SECTION 7-190.H TEMPORARY BUSINESS SIGNS – POLITICAL SIGNS OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to amend the City's sign regulations governing placement of political signs upon City-owned property, public rights-of-way and at designated election polling places; and

WHEREAS, Texas Election Code Sections 61.003 and 85.036 authorizes the City to enact reasonable regulations concerning the time, place and manner of electioneering at public polling places, including the posting, use or distribution of political signs; and

WHEREAS, the City Council finds that the regulations governing political signs set forth in Chapter 7 of the Land Development Code, as amended by this ordinance, are the least restrictive means necessary to protect the safety and welfare of the public; including, the safety of vehicles, pedestrians, persons voting at public polling locations, users of the City's public facilities and parks, and the general public; and

WHEREAS, Resolution R-20-4563 (Electioneering Regulations) shall be repealed in its entirety upon passage and approval of this ordinance.

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

- Sec. 1. THAT *Chapter 7, Section 7-190.H Temporary Business Signs – Political Signs* of the Land Development Code is hereby amended to read as set forth in Exhibit "A", attached.
- Sec. 2. THAT Resolution R-20-4563 is hereby repealed in its entirety.
- 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
 Brandi Elder, Place 1
 George Dodson, Place 4
 Callie Rigney, Place 6

Mayor Pro Tem Kathy Wheat
 George Bond, Place 2
 Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
 City Secretary

Bobby Lindamood
 Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
 City Attorney

Exhibit "A"

Chapter 7 – Sign Regulations

Section 7-190.H – Temporary Business Signs – Political Signs

...

- H. Political Signs – A political sign that complies with this section shall be allowed in any zoning district and shall not require a permit or permit fee required by this Chapter.
1. Definitions - wherever used in this section, the following terms shall have the meanings set forth below:
 - a. *City* means the City of Colleyville, Texas.
 - b. *political sign* means a sign comprised of any board, poster, placard, banner, flag, or other medium, including its structure and component parts, which advertises any candidate or measure, or is designed to influence the action of a voter in connection with any candidate or measure on the ballot at any national, state, or local election.
 - c. *polling location means* any public property designated as a polling location for any national, state, or local election in accordance with the Texas Election Code, including public property designated as an early voting location.
 - d. *private property* means any privately owned property used for non-governmental purposes. For the purposes of this section, the term *private property* does not include real property subject to a public right-of-way, easement, or other encumbrance that allows a municipality, including the City, to use the property for a public purpose.
 - e. *public property* means any publicly owned property, including, without limitation, all City-owned real property, parks, streets, buildings, facilities, and public rights-of-way.
 2. *Political Signs on Public Property* – Political signs are not permitted to be placed or located on public property owned by the City, except as follows:
 - a. Political signs may be temporarily placed on public property designated as a polling location for early voting beginning 12:01 a.m. the day prior to the first (1st) day of early voting and shall be removed by 10:00 a.m. the day following the official election day.
 - b. Political signs may be temporarily placed on public property designated as a polling location that is not an early voting location beginning at 6:00 p.m. the day before the official election day and shall be removed by 10:00 a.m. the day following the official election day.
 - c. Political signs placed on public property in conformance with this section shall not:
 - (1) be placed or located within one hundred feet (100') of the entrance to a polling location or any other area where electioneering is prohibited by the Texas Election Code;
 - (2) be secured by or attached to any utility, light, or traffic signal pole.
 - (3) be placed or located in such a manner as to encroach upon or interfere with the public's use of any public street, parking lot, sidewalk, or right-of-way.
 - (4) be placed or located in such a manner as to obstruct the view of, or conflict with any traffic or pedestrian sign, signal, or device.

- (5) be placed or located in such a manner that it will, or reasonably may be expected to obstruct, the view of pedestrian or vehicular traffic, including such traffic within any public or private parking lot.
 - (6) be illuminated.
 - (7) encroach upon any public or private tree roots, irrigation lines, utilities, or any other underground vegetation or structure.
 - (8) encroach upon or extend over any public or private sidewalk, street, or driveway.
 - (9) be placed or located within twenty (20) feet of an identical sign.
 - (10) be attached to a metal stake, not exceeding 9 gauge diameter, driven into the ground so as to reasonably secure the sign to such property.
 - (11) exceed four (4) square feet in area.
 - (12) be placed or located upon any parking lot within the polling location, including, without limitation any median, island, or interior landscaped area located within the parking lot.
 - (13) be placed or located within any public property designated as a public park.
- d. Temporary canopies, tents, and flags may be temporarily placed on public property designated as a polling location during the same times as political signs, subject to the following additional regulations:
- (1) canopies, tents, and flags shall only be placed in areas expressly designated by the City for the temporary placement of the same;
 - (2) no canopy or tent may occupy a space greater than ten (10) feet by twelve (12) feet in size; and
 - (3) there shall be a minimum distance of twenty (20) feet between canopies, tents, and/or flags displaying a political sign for the same candidate or measure.

3. *Political Signs on Private Property* – A political sign situated on private real property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election day and shall be removed within seven (7) days after election day. For purposes of this section, "private real property" does not include real property subject to a public right-of-way, easement, or other encumbrance that allows governmental entity to use the property for a public purpose.

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City of Colleyville City Council Agenda Briefing

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

Agenda Number 6d

Agenda Date 3/21/2023

Number Ordinance O-23-2237

Type Ordinance

Department Community Development

Title

Consideration of amendments to Chapter 9 and Chapter 14 of the Land Development Code clarifying that driveway access to adjacent street right-of-way and street stub-outs is not allowed from lots in an adjacent subdivision, specifically amending Section 9.17 Street Design Criteria and Section 14-135 Driveway Spacing and Design Standards, Case GC23-002

Strategic Plan

Explanation

Second Reading and Public Hearing

There was one speaker regarding this item at the March 7, 2023 City Council Meeting.

First Reading and Public Hearing

At the January 17, 2023 City Council meeting, a policy was adopted governing vehicular cross-access between subdivisions. In the past, staff have received requests to allow rear driveways on residential properties that abut neighboring subdivision streets. These requests have generally been denied due to various factors. The City's Land Development Code (LDC) does not address lots located in one subdivision to connect to an adjacent subdivision. The proposed LDC amendments would codify the policy of prohibiting cross-access between subdivisions unless a variance is approved by the City Council.

Items for consideration for allowing or disallowing a connection include:

- Impact to traffic on local residential streets from adjacent subdivisions
- Potential conflict between HOA covenants governing the use and maintenance of local subdivision streets and connecting subdivisions
- Potential impact on future subdivision design by developers who may propose similar cul de sac design adjacent to neighboring subdivisions

Staff Recommendation: Staff recommends approval of the amendments.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the proposed LDC amendments at their

February 13, 2023 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Section 9.17 Street Design Criteria - Section 14-135 Driveway Spacing and Design Standards
2. Ordinance O-23-2237

Chapter 9 Subdivision Design & Public Facilities

Section 9.17 Street Design Criteria

B. Street Design

6. *Temporary Dead-End Streets* - Temporary dead-end streets shall have provision for future extension of the street and utilities and, if a temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided. If the street is not extended to provide connection to an adjacent subdivision, no driveway access from a lot in the adjacent subdivision shall be allowed.
7. *Stub-outs for Future Extensions* - Permanent dead-end roads shall not be allowed. The street layout shall be extended to the tract boundary to provide for future access into adjoining tracts to assure adequate neighborhood circulation unless: 1) prevented by topography or other physical conditions; or 2) the City Council determines that the extension is not necessary for future development of adjacent tracts. In general, these extensions should be not more than one thousand (1,000) feet apart. If any street stub-out is not extended to provide connection to an adjacent subdivision, no driveway access from a lot in the adjacent subdivision shall be allowed.

Chapter 14 Engineering Design Standards

Section 14-135 Driveway Spacing and Design Standards

- A. Residential Construction – Residential driveway approaches shall be constructed of six (6") inch thick three thousand five hundred (3,500) p.s.i. compressive strength concrete reinforced with #3 steel bars on eighteen (18") inch centers each way, with #4 bars doweled into the existing concrete paving.. Residential driveways shall be constructed with the return curbs having a rolled face disappearing at the sidewalk and joining the street curb.
- B. Commercial and Industrial Construction – Commercial and industrial driveway approaches shall be constructed of six (6") inch thick three thousand five hundred (3,500) p.s.i. compressive strength concrete reinforced with #4 steel bars on eighteen (18") inch centers each way, with #4 bars doweled into the existing concrete paving. Commercial and industrial driveways shall be constructed with the return curbs having a rolled face disappearing at the sidewalk and joining the street curb.
- C. Driveway Approach Depth – The driveway shall begin at the street curb and extend to the property line or to a point nine and one-half (9.5') feet from the back of the curb, whichever is greater. The drive approach shall be constructed such that the height of the drive approach at the property ROW, with a typical nine and one-half (9.5') foot parkway, shall be two and one-half (2-1/2") inches higher than the top of the curb. The tangency point of a driveway curb shall be a minimum of ten (10') feet from a storm water inlet.
- D. Driveway Approach Widths and Spacing – The criteria contained in the following table shall be the minimum and/or maximum standards to be applied in spacing and designing driveways on public streets. For the purpose of this regulation, driveway width shall be measured at the property line. The Director of Public Works may modify these standards based on anticipated traffic flow and in accordance with sound traffic engineering practices. To implement the standards contained in the

following table, subdivision plats for new commercial developments shall be required to provide cross-access easements.

Driveway Spacing and Design Criteria					
Description	Street Classification	Residential Driveway		Commercial Driveway	
		Min.	Max.	Min.	Max.
Driveway Throat Width	Local	12'	25'	25'	35'
	Minor Coll.	12'	25'	25'	35'
	Major Coll.	16'	25'	25'	35'
	Arterial	20'	25'	25'	35'
Driveway Curb Radius	Local	5'	10'	10'	20'
	Minor Coll.	5'	10'	10'	20'
	Major Coll.	10'	10'	10'	20'
	Arterial	15'	15'	20'	30'
Driveway Spacing (centerline)	Local	22'	n/a	100'	n/a
	Minor Coll.	32'	n/a	100'	n/a
	Major Coll.	80'	n/a	150'	n/a
	Arterial	100'	n/a	250'	n/a
Minimum Distance from Driveway to Intersection (<i>pi to pi</i>)	Local	30'	n/a	75'	n/a
	Minor Coll.	50'	n/a	100'	n/a
	Major Coll.	100'	n/a	150'	n/a
	Arterial	100'	n/a	180'	n/a

- E. Provision for Joint Approaches – Driveway approaches shall be located entirely within the frontage of the premises they serve except that joint, or cooperative, driveways with adjoining property holders may be permitted by the Director of Public Works. When a joint drive approach is proposed by a developer, the request must be made by all interested parties and/or all property owners involved.
- F. Circular Driveway Approaches at Street Intersections – The Director of Public Works may approve a circular drive on a corner lot where both streets are residentially classified.
- G. Angle of Driveway Approach – The angle of the driveway approach with the curb line shall be ninety (90) degrees.

H. Sidewalk to be Removed – Where a driveway approach is to be built, any existing sidewalk located within the proposed driveway location shall be removed and the entire area replaced as a driveway. The drive approach shall extend to the property line.

I. Driveways Crossing Bar Ditches

1. *Culvert Size* – The minimum culvert pipe size shall be 18" diameter. However, an engineered design that provides for a larger culvert pipe size may be required by the developer where the Director of Public Works determines that additional drainage capacity may be required. The ends of all culvert pipes shall be cut at a 6:1 slope.
2. *Radius* – Driveways shall be constructed with the return curbs joining the edge of pavement at the street with a minimum ten-foot (10') radius.
3. *Slope* – The maximum slope from the edge of driveway to the top of the culvert pipe shall be 6:1. The sloped area around the end of the culvert pipe shall be sodded or hydro-mulched to resist erosion.
4. *Cross Slope* – The minimum cross slope on the drive shall be 1/8 inch per foot. The minimum longitudinal slope between the edge of pavement at the street and the valley over the culvert pipe shall be 1/4 inch per foot.
5. *Maintenance* – Future maintenance of the drive approach and culvert pipe is the responsibility of the property owner.
6. *Grading* – During the drive approach installation, all ditch grading upstream and downstream of the proposed driveway culvert is the responsibility of the property owner.

J. Driveways Access to Street Right-of-Way and Street Stub-Outs from an Adjacent Subdivision – Driveway access from a platted lot shall not be allowed onto an adjacent right-of-way or street stub-out dedicated as part of a plat for an adjacent subdivision unless a variance is approved by the City Council per Chapter 1 of this Land Development Code. Items for consideration in allowing or disallowing a driveway connection may include:

- Impact to traffic on local residential streets from adjacent subdivisions
- Potential conflict between HOA covenants governing the use and maintenance of local subdivision streets and connecting subdivisions
- Potential impact on future subdivision design by developers who may propose similar cul de sac design adjacent to neighboring subdivisions

K. General

1. *Driveway Approaches at Pedestrian Crossings* – Driveway approaches shall not be located in street intersections or at established pedestrian crossings.
2. *Driveway Approaches at Obstructions* – Driveways shall be kept at a minimum of five (5') feet away from obstructions such as street light posts, fire hydrants, traffic signals, etc.
3. *Accumulative Width of Approaches* – Driveway approaches shall not occupy more than forty (40%) percent of the frontage of a lot or tract.

ORDINANCE O-23-2237

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 9, SECTION 9.17.B (STREET DESIGN) AND CHAPTER 14, SECTION 14-135 (DRIVEWAY SPACING AND DESIGN STANDARDS) OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to update the driveway spacing and design standards for subdivisions contained in the Colleyville Land Development Code by amending Chapter 9, Sections 9.17.B.6. and B.7. (Street Design) and Chapter 14, Section 14-135 (Driveway Spacing and Design Standards) as set forth herein; and

WHEREAS, the City Council further desires to amend the subdivision entryway requirements contained in Chapter 9, Section 9.17 B.11.b.i as set forth herein; and

WHEREAS, the City Council finds that a notice of public hearing on this ordinance was published in a newspaper of general circulation in accordance with applicable law; and

WHEREAS, the City Council finds, after due deliberations and consideration of the information received at the public hearing for this ordinance, and other relevant information and materials, that this amendment promotes the general welfare and safety of this community; and

WHEREAS, the City Council further finds that these amendments are in conformance with the adopted Comprehensive Plan of the City of Colleyville, as amended.

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

Sec. 1. THAT Chapter 9, Section 9.17.B. (*Street Design*) of the Land Development Code is hereby amended, in part, to read as set forth in Exhibit "A", attached hereto.

- Sec. 2. THAT Chapter 14, Section 14-135 (*Driveway Spacing and Design Standards*) of the Land Development Code is hereby amended by amending subsections J. and K. to read as set forth in Exhibit "B", attached hereto.
- 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit "A"

Chapter 9 Subdivision Design & Public Facilities Section 9.17 Street Design Criteria

...

B. Street Design

...

6. *Temporary Dead-End Streets* - Temporary dead-end streets shall have provision for future extension of the street and utilities and, if a temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided. No driveway access from a lot in an adjacent subdivision shall be allowed upon such street (or cul-de-sac) unless the street has been extended to provide public access for vehicular traffic between the subdivisions.
7. *Stub-outs for Future Extensions* - Permanent dead-end roads shall not be allowed. The street layout shall be extended to the tract boundary to provide for future access into adjoining tracts to assure adequate neighborhood circulation unless: 1) prevented by topography or other physical conditions; or 2) the City Council determines that the extension is not necessary for future development of adjacent tracts. In general, these extensions should be not more than one thousand (1,000) feet apart. No driveway access from a lot in an adjacent subdivision shall be allowed upon such street (or stub-out) unless the street has been extended to provide public access for vehicular traffic between the subdivisions.

...

END OF EXHIBIT A

Exhibit "B"

Chapter 14 Engineering Design Standards Section 14-135 Driveway Spacing and Design Standards

...

J. Driveway Access to Street Right-of-Way and Street Stub-Outs from Adjacent Subdivisions – Driveway access from a platted lot shall not be allowed onto a public street, stub-out or other public right-of-way located in an adjacent subdivision unless a variance is approved by the City Council in conformance with the procedures set forth in Chapter 1 of this Land Development Code. Any variance from the provisions of this subsection shall, in addition to all other relevant information, take into consideration the following special considerations:

- Impact to traffic on local residential streets from adjacent subdivisions
- Potential conflict between HOA covenants governing the use and maintenance of local subdivision streets and connecting subdivisions
- Potential impact on future subdivision design of adjacent subdivisions

K. General

1. *Driveway Approaches at Pedestrian Crossings* – Driveway approaches shall not be located in street intersections or at established pedestrian crossings.
2. *Driveway Approaches at Obstructions* – Driveways shall be kept at a minimum of five (5') feet away from obstructions such as street light posts, fire hydrants, traffic signals, etc.
3. *Accumulative Width of Approaches* – Driveway approaches shall not occupy more than forty (40%) percent of the frontage of a lot or tract.

END OF EXHIBIT A



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6e

Agenda Date 3/21/2023

Number Ordinance O-23-2238

Type Ordinance

Department Community Development

Title

Consideration of amendments to Chapter 9 of the Land Development Code removing the requirement for automatic fire-sprinkler systems in certain circumstances, specifically amending Section 9.17 Street Design Criteria, Case GC23-003

Strategic Plan

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the March 7, 2023 City Council Meeting.

First Reading and Public Hearing

At the December 20, 2022 City Council meeting, the Council directed staff to amend the appropriate City codes removing the requirement for automatic fire sprinkler/suppression systems. In the Land Development Code, there is a specific street design situation that requires all residences to contain automatic fire-sprinkler systems. The amendment will remove the requirement, making it optional for the property owner.

Staff Recommendation: Staff recommends approval of the amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the LDC amendment at their February 13, 2023 meeting by a vote of 6-1.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Section 9.17 Street Design Criteria
2. Ordinance O-23-2238

Section 9.17 Street Design Criteria

B. Street Design

11. *Number of Subdivision Entryways* – Every subdivision shall be designed to provide sufficient access into the development to accommodate anticipated traffic demands and to provide for emergency public services using the criteria contained in this Section. (O-01-1280 / 08-08-01)

- a. Where a proposed subdivision, or cul-de-sac street, contains more than twelve (12) lots, the development shall provide for two entryways as follows:
 - i. The development shall provide one street entryway and one emergency access easement. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway. The widths of the right-of-way and driving surfaces of the street entryway and the emergency access easement shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - ii. The development shall provide two street entryways separated not less than one-hundred feet between the centerlines of the driving surfaces. The widths of the right-of-way and driving surfaces of the two entryways shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - iii. The development shall provide a divided entryway and one emergency access easement. The driving surfaces of the divided entryway shall be separated by a median not less than ten (10) feet in width and provide for one-way traffic. The widths of the right-of-way and driving surfaces of the divided entryway shall be in accordance with the standards contained elsewhere in this Land Development Code. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway and be constructed in accordance with the standards contained elsewhere in this Land Development Code.
- b. If it is physically impractical or otherwise impossible to provide two entryways or to incorporate an emergency access easement into the development in accordance with the above stated requirements, the following alternative may be considered by the approving body:
 - i. A single pavement width of forty-one (41) feet shall be constructed. Said pavement shall extend back from the intersecting street right-of-way a minimum distance of one-hundred (100') feet. ~~All residences within the subdivision shall contain automatic fire-sprinkler systems.~~
- c. If it is physically impractical or otherwise impossible to comply with the above-stated requirements, an alternative design may be submitted to the City Council for consideration. The approving body may approve the alternate design if it finds that the above-stated requirements can not be satisfied and that all efforts have been made by the developer to comply with said requirements.

ORDINANCE O-23-2238

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 9, SECTION 9.17.B.11 (NUMBER OF SUBDIVISION ENTRYWAYS) OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to amend Chapter 9, Section 9.17.B.11 (Number of Subdivision Entryways) of the Land Development Code as set forth herein; and

WHEREAS, the City Council finds that a notice of public hearing on this ordinance was published in a newspaper of general circulation in accordance with applicable law; and

WHEREAS, the City Council finds, after due deliberations and consideration of the information received at the public hearing for this ordinance, and other relevant information and materials, that this amendment promotes the general welfare and safety of this community; and

WHEREAS, the City Council further finds that these amendments are in conformance with the adopted Comprehensive Plan of the City of Colleyville, as amended.

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

- Sec. 1. THAT Chapter 9, Section 9.17.B.11 (*Number of Subdivision Entryways*) of the Land Development Code is hereby amended, in part, to read as set forth in Exhibit "A", attached.
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or

unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit "A"

Section 9.17 Street Design Criteria

B. Street Design

...

11. *Number of Subdivision Entryways* – Every subdivision shall be designed to provide sufficient access into the development to accommodate anticipated traffic demands and to provide for emergency public services using the criteria contained in this Section. (O-01-1280 / 08-08-01)

...

- b. If it is physically impractical or otherwise impossible to provide two entryways or to incorporate an emergency access easement into the development in accordance with the above stated requirements, the following alternative may be considered by the approving body:
 - i. A single pavement width of forty-one (41) feet shall be constructed. Said pavement shall extend back from the intersecting street right-of-way a minimum distance of one-hundred (100') feet. ~~All residences within the subdivision shall contain automatic fire sprinkler systems.~~

...

END OF EXHIBIT A



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a
Type Resolution
Department Engineering

Agenda Date 3/21/2023

Number Resolution R-23-4827

Title

Approval of a request for a variance to the provisions of Section 14-135, Driveway Spacing and Design Standards of the Land Development Code, for Tract 4, Abstract 1518, David R. Teeter survey, located at 3900 Jackson Road

Strategic Plan

Explanation

Reading and Public Hearing

Eskander Awad, the applicant, has submitted a request for a variance to the provisions of Section 14-135, Driveway Spacing and Design Standards of the Land Development Code, specifically for the spacing between driveways. The request is to allow for the construction of a new single family home with a new driveway on Jackson Road that is too close to an existing adjacent driveway.

Existing Conditions/Background: The subject property, 3900 Jackson Road, resides on the northwest corner of Jackson Road and Cheek-Sparger Road and has R-40 zoning. It is currently undeveloped.

Requested Variance: The applicant is requesting a variance to allow for a new driveway on Jackson Road that is too close to an existing adjacent driveway. Jackson Road is designated as a 'minor arterial' roadway on the Master Thoroughfare Plan. The minimum spacing between driveway centerlines is 100 feet. The new driveway is proposed to be 40 feet from the existing driveway to the north.

Ordinance – Chapter 14-135 Driveway Spacing and Design Standards

Minimum Distance from Driveway to Intersection (pi to pi):

<u>Street Classification</u>	<u>Residential Driveway</u>		<u>Commercial Driveway</u>	
	Min.	Max.	Min.	Max.
Local	30'	n/a	75'	n/a
Minor Collector	50'	n/a	100'	n/a
Major Collector	100'	n/a	150'	n/a
Arterial	100'	n/a	180'	n/a

DRC Review: The Development Review Committee (DRC) reviewed the request at their February 13, 2023 meeting, did not offer any comments, and scheduled the request for the City Council meeting on March 21, 2023.

Analysis: Cheek-Sparger Road and Jackson Road are both classified as minor arterial roadways on the City of Colleyville's Master Thoroughfare Plan Map, Ordinance O-15-1972 as approved by City Council December 15, 2015.

Driveway spacing on arterials is 100 feet for residential driveways from centerline to centerline per the Land Development Code (LDC). Additionally the minimum distance from driveway to intersection is 100' pi to pi.

The neighboring property, 3908 Jackson Road, has a driveway at their southwest property line. This is complicated by the roundabout at this intersection only having a pi-to-pi distance from that existing driveway at 3908 Jackson Road of approximately 130 feet. Therefore, it is not possible to install a new driveway approach along Jackson Road to meet the requirements of Chapter 14, Engineering Design Standards.

The Jackson Road frontage has additional issues of a median divider that runs north from the roundabout almost to the property line between 3900 and 3908 Jackson Road, and if allowed at the proposed location would have to be a right turn in and right turn out only driveway. The City of Colleyville also has ROW along Jackson Road and Cheek-Sparger Road for a future right turn only lane from Jackson Road to Cheek-Sparger Road to separate through traffic (Central Drive) from right turning traffic (Cheek-Sparger Road). An additional driveway along Jackson Road would make this future turn lane difficult.

This property also has frontage along Cheek-Sparger Road. This frontage measures 270 feet from the pi to the west property line. A FEMA Floodplain tributary creek to Little Bear Creek also crosses under Cheek-Sparger Road from Bedford. Therefore, the only available space along Cheek-Sparger Road is after you cross the creek culverts along the western property line. There is an adjacent driveway for 3901 Tamblewood Drive, but aerial photographs show it is a back yard, low-use access with the primary driveway for the residence off Tamblewood Drive.

Development of 3900 Jackson Road is difficult due to Floodplain issues as well as tree lot coverage. Staff recommends the driveway variance be denied with a driveway location along the western property line being allowed by the Director of Public Works per the LDC. This is based on anticipated traffic flow. The owner developer must also provide floodplain "no impact" studies for the property.

Staff Recommendation: Staff recommends denial of the requested variance due to technical non-compliance.

Financial Impact

There is no financial impact to the City.

Recommendation

Denial

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Survey
6. Site Plan
7. Notification Map
8. Notification Letter
9. Notification List
10. Resolution R-23-4827

Aerial Map



VC23-001

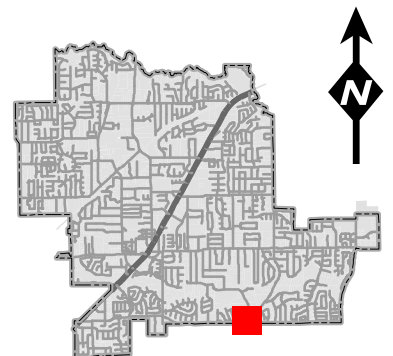
3900 Jackson Road

DISCLAIMER:

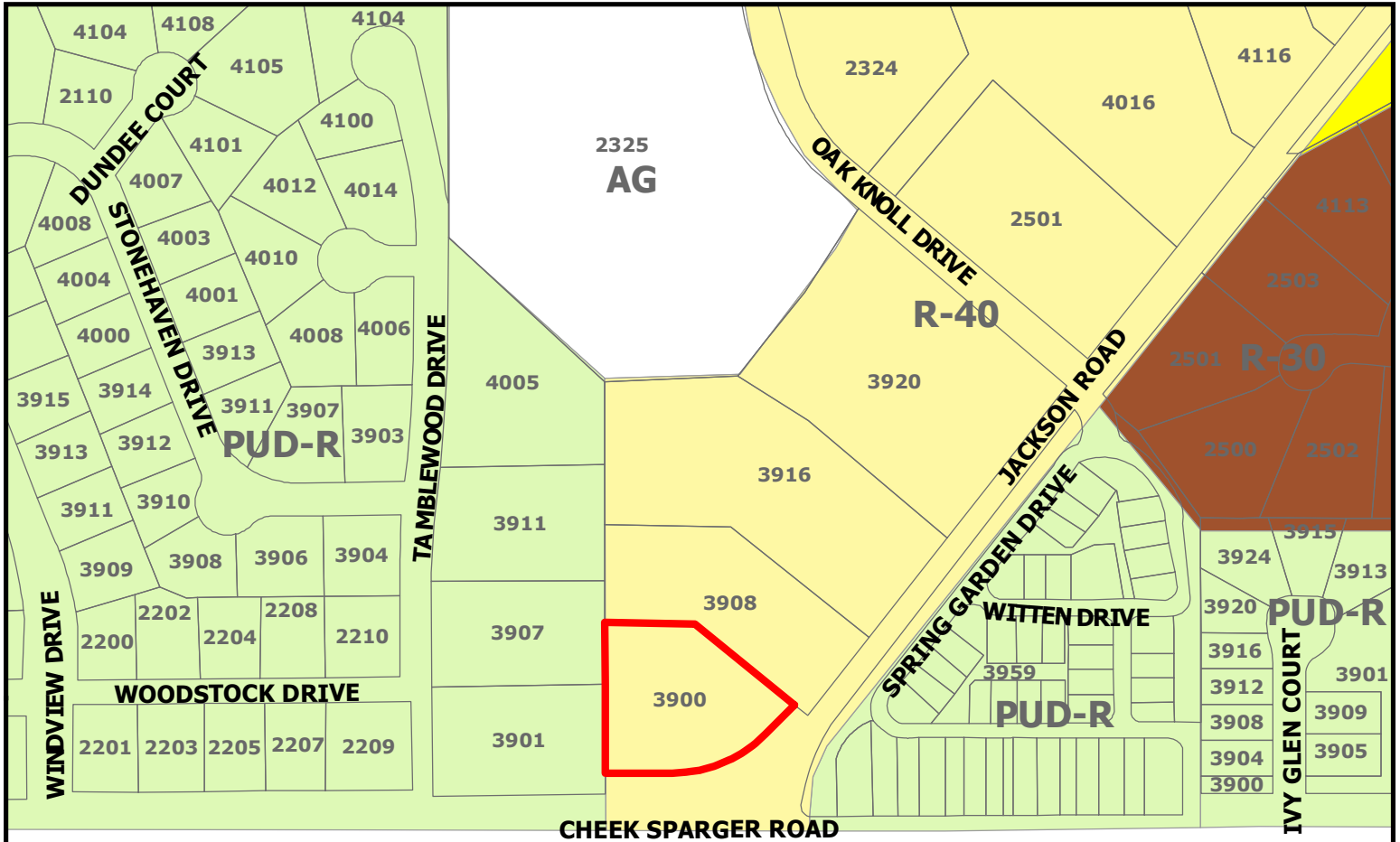
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Subject Property



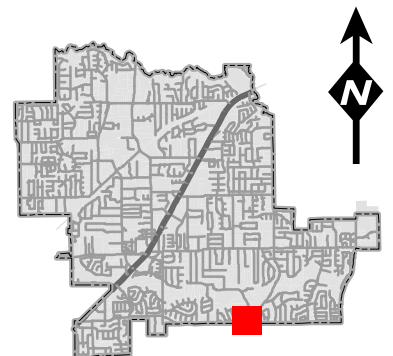
Zoning Map



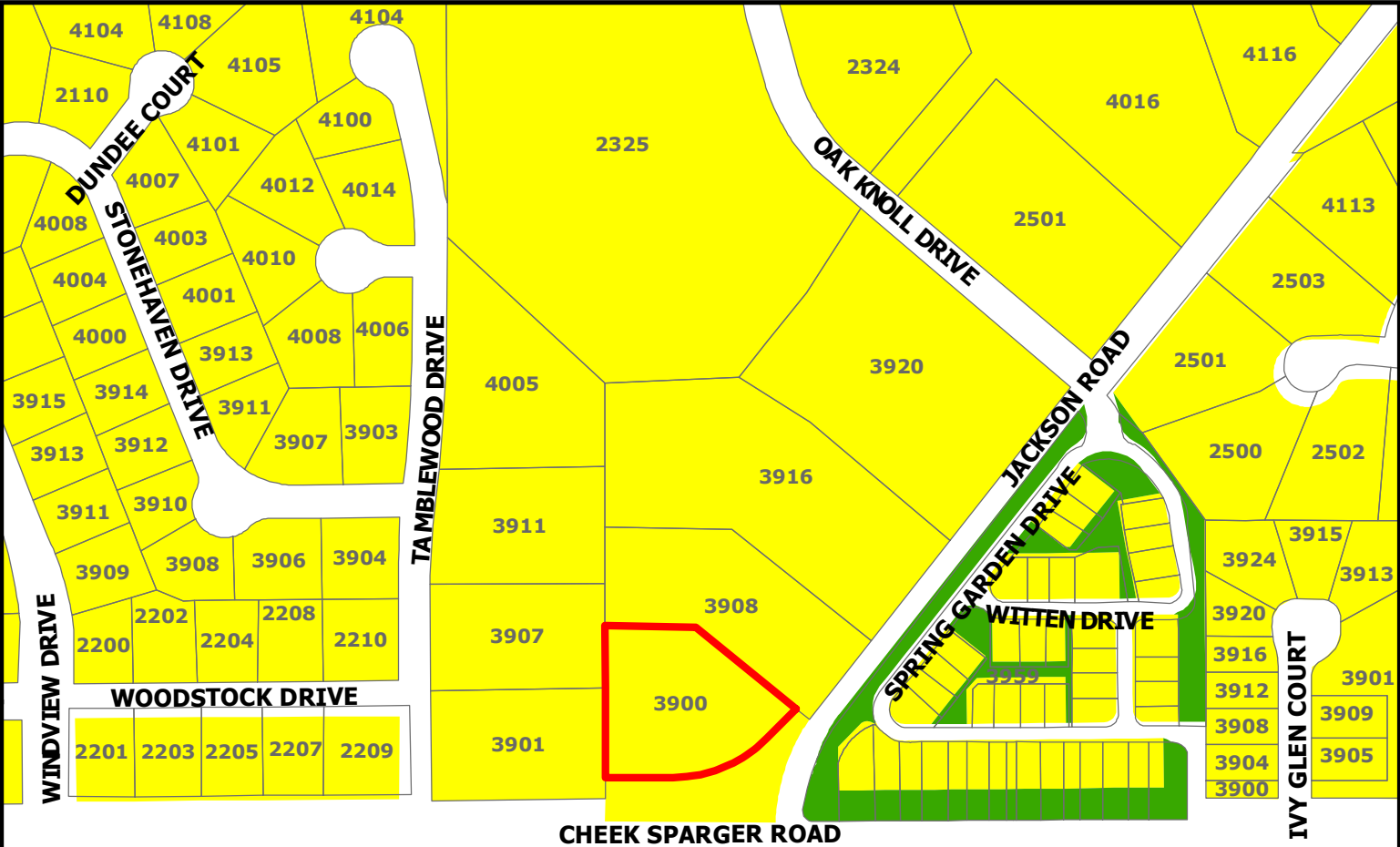
VC23-001
3900 Jackson Road

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 Subject Property



Future Land Use Map



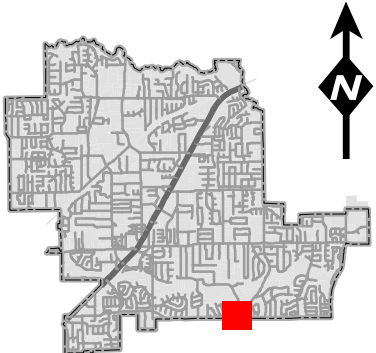
VC23-001

3900 Jackson Road



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-  Subject Property
-  Residential
-  Open Space; Parks





PARADIGM CONSULTING

ARCHITECTURE • PLANNING • INTERIOR DESIGN

1112 John McCain Rd
Colleyville
Texas 76034
214.236.0663
awadeskander@gmail.
com

January 30, 2023

Mr. Larry Wright,
P.E. City of
Colleyville
100 Main Street
Colleyville, TX 76034

Re: Variance for proposed access drive - 3900 Jackson Road

Dear Mr. Wright,

As you are aware, my client Mr. Siva Akkineni, submitted a variance request for their drive approach off Jackson Road. The variance was discussed by the City Council on October 18, 2022. During the meeting there were number of technical questions raised that needed verification. The Council graciously allowed the applicant time to study and prepare answers for these questions and come back for a second presentation.

We have addressed these questions on the attached site plan and thus request the opportunity to appear before the City Council to present the new design.

The following are summary of the items of concern:

- 1) Access to the lot: Right-turn in and Right-turn out is the safest way to access the lot and should not impact or delay the traffic on the Jackson Road. The existing median divider keeps the cars traveling north from turning left into this property which is a good safety measure and will keep traffic flowing in this busy roundabout. Cars traveling south on Jackson Road usually slow down before the roundabout and thus the homeowner can safely enter the property with a 20 ft drive and 15 ft turning radii. Existing the lot is easy allowing the owner to travel south on Jackson Road or turn right on Cheek-Sparger even when the right tune lane is constructed.
- 2) The new design shows a hammerhead turn near the garage in order for cars to turn around before exiting the lot.
- 3) Another 20 ft X 20 ft hammerhead drive was created inside the lot in order to allow post office truck and UPS trucks to safely turn around inside the lot via 3-point turn and face the street before they exit. The Owner also has the option to forward their mail to a mailbox and forward UPS and Amazon deliveries to their respective shops on highway 26 City Center.

- 4) The access drive is in compliance with the City ordinance with 15 ft turning radii and 20 ft wide throat. WE ARE SEEKING A VARIANCE TO REDUCE THE MINIMUM DISTANCE BETWEEN DRIVES DUE TO HARDSHIP.
- 5) The house location is in compliance with the building setback lines being 40 ft for the front yard and 15 ft for the side yard.
- 6) The proposed drive does not impact the future right-turn-lane. We have shown on the site plan a right turn lane similar to the one diagonally across at the roundabout.
- 7) It is our understanding that the building permit cannot be issued until we submit an acceptable flood and drainage study and the letter of "No Impact Upstream or Downstream" to the City. Our experienced flood engineering firm have assured us that we can achieve this by building the house on concrete pillars and raise the finish floor elevation two feet above the flood elevation.
- 8) The house foundation will be raised on piers except for the two-car garage will be slab on grade since it is outside the flood zone. This will be covered in detail in the flood study. The Owner will retain the flood study engineering firm once the drive approach variance is approved.
- 9) The lot has a lot beautiful and mature trees and the placement of the house at this location will save the majority of the existing trees.

We look forward to hearing from the city on the Council scheduled meeting.

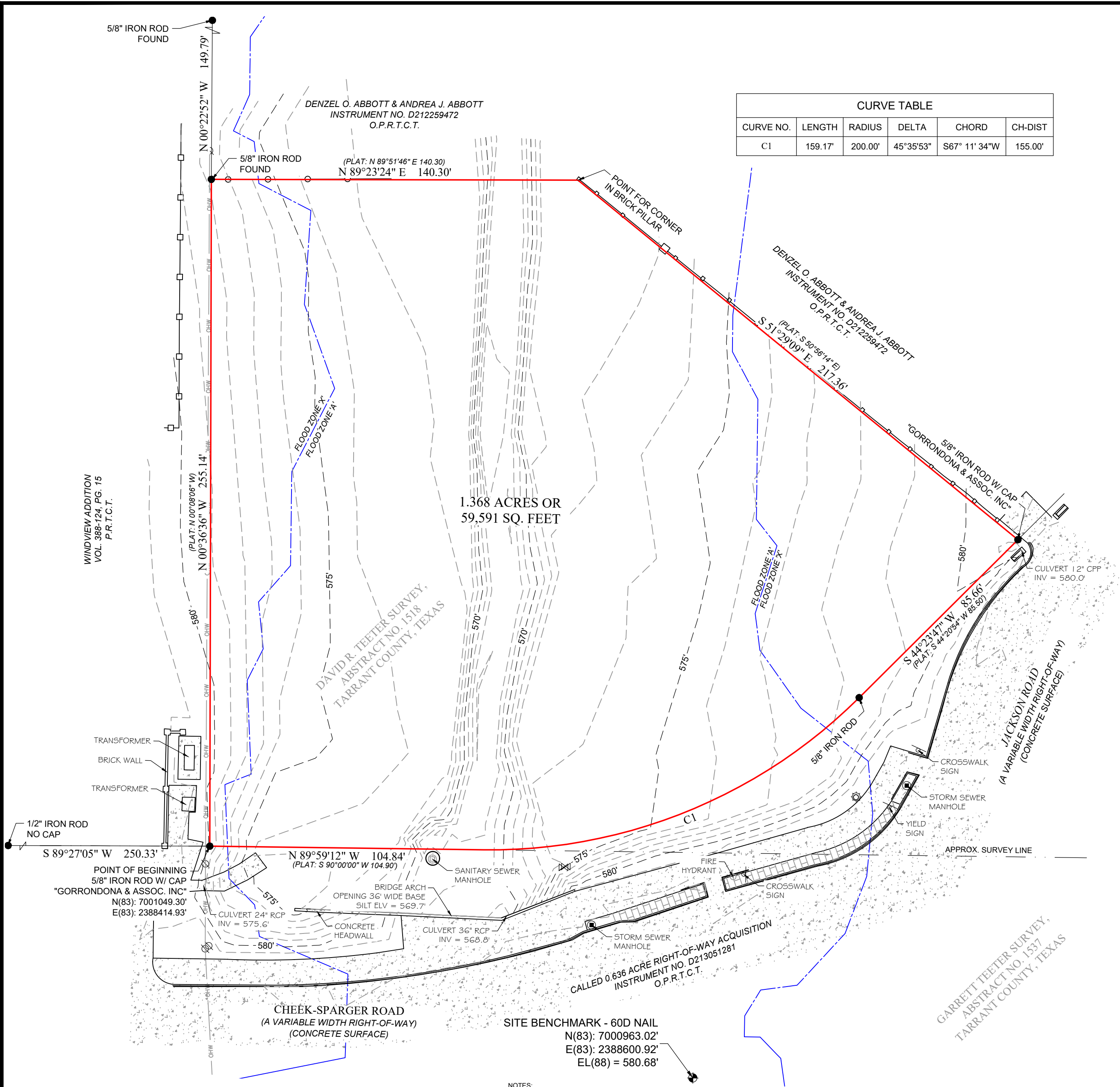
Thank you for your cooperation and please do not hesitate to call with any questions. Respectfully,

Paradigm Consulting



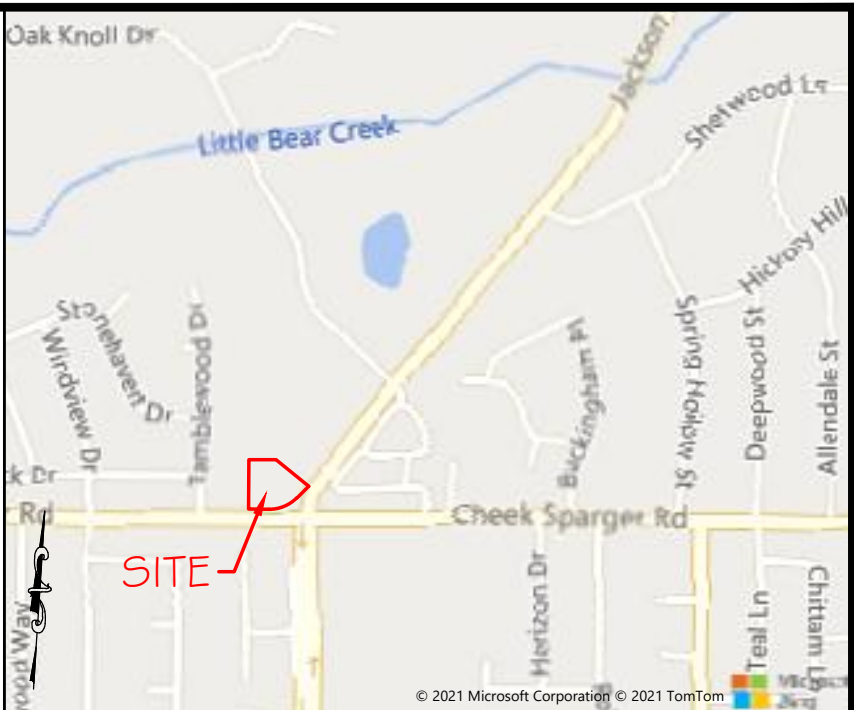
Awad Eskander, President

Enclosures:
SITE PLAN
SURVEY



CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD	CH-DIST
C1	159.17'	200.00'	45°35'53"	S67° 11' 34"W	155.00'

- LEGEND**
- MONUMENT - TYPE AS NOTED
 - 1/2" IRON ROD SET CAP NO. 6870
 - SITE BENCHMARK
 - BOUNDARY LINE
 - EASEMENT
 - APPROX. SURVEY LINE
 - APPROXIMATE FLOOD ZONE
 - WIRE FENCE
 - WOOD FENCE
 - CHAIN LINK FENCE
 - OVERHEAD WIRES
 - UTILITY POLE
 - WATER METER
 - SANITARY SEWER MANHOLE
 - STORM SEWER MANHOLE
 - FIRE HYDRANT
 - WATER VALVE
 - COMMUNICATIONS PEDESTAL
 - COVERED
 - P.R.T.C.T.
 - O.P.R.T.C.T.
 - D.R.T.C.T.
- PLAT RECORDS TARRANT COUNTY TEXAS
OFFICIAL PUBLIC RECORDS TARRANT COUNTY TEXAS
DEED RECORDS TARRANT COUNTY TEXAS



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION:

BEING A 1.368 ACRE TRACT OF LAND SITUATE IN THE DAVID R. TEETER SURVEY, ABSTRACT NUMBER 1518, TARRANT COUNTY, TEXAS AND BEING PART OF THAT SAME 2.006 TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER D207427982 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH A CAP STAMPED "GORRONDONA & ASSOC. INC" FOUND ON THE NORTH LINE OF CHEEK-SPARGER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) RECORDED IN INSTRUMENT NUMBER D213051281 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS FOR THE SOUTHWEST CORNER OF SAID 1.368 ACRE TRACT OF LAND. ALSO BEING THE SOUTHEAST CORNER OF THE WINDVIEW ADDITION RECORDED IN VOLUME 388-124, PAGE 15 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 1, BLOCK 7 OF THE WINDVIEW ADDITION BEARS S 89°27'05" W A DISTANCE OF 250.33 FEET. SAID 5/8" IRON ROD FOUND BEING CALLED THE **POINT OF BEGINNING** HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, GRID COORDINATE VALUE OF **N:7001049.30, E: 2388414.93** FEET FOR REFERENCE;

THENCE FROM SAID POINT OF BEGINNING, N 00°36'36" W, DEPARTING THE NORTH LINE OF CHEEK-SPARGER ROAD AND WITH THE WEST LINE OF SAID WINDVIEW ADDITION, A DISTANCE OF 255.14 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 1.368 ACRE TRACT FROM WHICH A 5/8" IRON ROD FOUND BEARS N 00°22'52" W A DISTANCE OF 149.79 FEET;

THENCE, DEPARTING THE EAST LINE OF SAID WINDVIEW ADDITION, N 89°23'24" E, A DISTANCE OF 140.30 FEET TO A POINT FOR CORNER IN A BRICK PILLAR;

THENCE, S 51°29'09" E, A DISTANCE OF 217.36 FEET TO 5/8" IRON ROD WITH A CAP STAMPED "GORRONDONA & ASSOC INC" FOUND ON THE WEST LINE OF JACKSON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE SOUTHEAST CORNER OF SAID 1.368 ACRE TRACT;

THENCE, WITH THE WEST LINE SAID OF JACKSON ROAD, S 44°23'47" W, A DISTANCE OF 85.66 FEET TO 5/8" IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET;

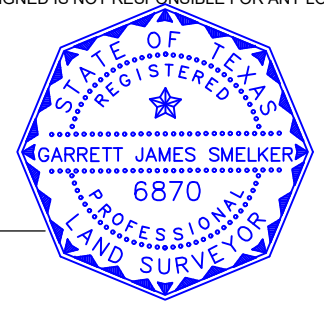
THENCE, ALONG THE WEST LINE OF JACKSON ROAD AND NORTH LINE OF CHEEK-SPARGER ROAD, WITH SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 159.17 FEET, CENTRAL ANGLE OF 45°35'53", CHORD BEARING OF S 67°11'34" W AND A CHORD DISTANCE OF 155.00 FEET TO A POINT FOR CORNER IN A DRAINAGE WASH;

THENCE, N 89°59'12" W, A DISTANCE OF 104.84 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1.368 ACRES OR 59,591 SQ. FEET OF LAND, MORE OR LESS.

Research of Easements by this Surveyor was limited to a Title Policy Prepared by Fidelity National Title Insurance Company, GF No. 211928, Effective Date: September 26, 2021, 8:00 am and Issued October 7, 2021, 8:00 am.

To: FIDELITY NATIONAL TITLE INSURANCE COMPANY, JUNIPER TITLE INC, AND KOLWANT S. ATWAL. The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

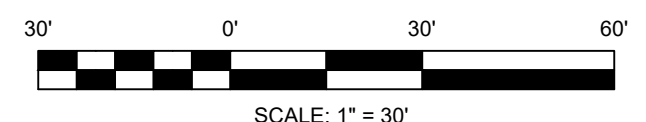
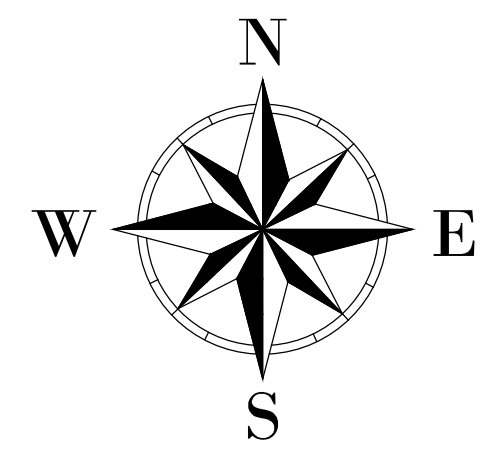
I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION
SURVEYED DATE: 11-09-2021



GARRETT JAMES SMELKER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6870

NOTES:

- 1.) BEARINGS, COORDINATES, DISTANCE AND AREA SHOWN HEREON ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE AS DETERMINED BY GPS OBSERVATIONS AT THE POINT OF BEGINNING CORNER OF THE SUBJECT TRACT. THE CONVERGENCE ANGLE IS 00° 44' 45.41" AND A GROUND TO GRID SCALE FACTOR OF 0.999854288635.
- 2.) THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CLIENT. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.
- 3.) SUBJECT PARCEL ADDRESS: 3900 JACKSON ROAD, COLLEYVILLE, TARRANT COUNTY, TEXAS 76034.
- 4.) SUBJECT TRACT LIES WITHIN FLOOD ZONE 'X' AND FLOOD ZONE 'A' OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS ACCORDING TO MAP NUMBER 49439C0210K EFFECTIVE ON 09/25/2009. FLOOD ZONE LINES DEPICTED ARE APPROXIMATE BASED ON FEMA SHAPE FILES.
- 5.) INSTRUMENT OF RECORD: GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. D207427982 ON DECEMBER 03, 2007 IN THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.
- 6.) CONTOUR INTERVAL = 1'
- 7.) UTILITY LOCATIONS AS SHOWN ON THE TOPOGRAPHIC SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS TOPOGRAPHIC SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION. TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.
- 8.) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTION THE FIELD WORK. OWNER OR CONTRACTOR IS RESPONSIBLE TO CALL 811 FOR UTILITY LOCATION PRIOR TO DIGGING.



PROJECT NO. 210934

  **AMERICAN MERIDIAN, LLC**
Surveying • 3D Scanning

TBPELS FIRM# 10194663
2012 E. Randol Mill Rd, Suite 213
Arlington, Texas 76011
(817) 948-2667

PREPARED FOR
JUNIPER TITLE INC
SURVEY PLAT OF A
1.368 ACRE TRACT OF LAND,
SITUATE IN THE DAVID R. TEETER SURVEY, ABSTRACT NO. 1518,
COLLEYVILLE, TARRANT COUNTY, TEXAS
INSTRUMENT NO. D207427982,
O.P.R.T.C.T.

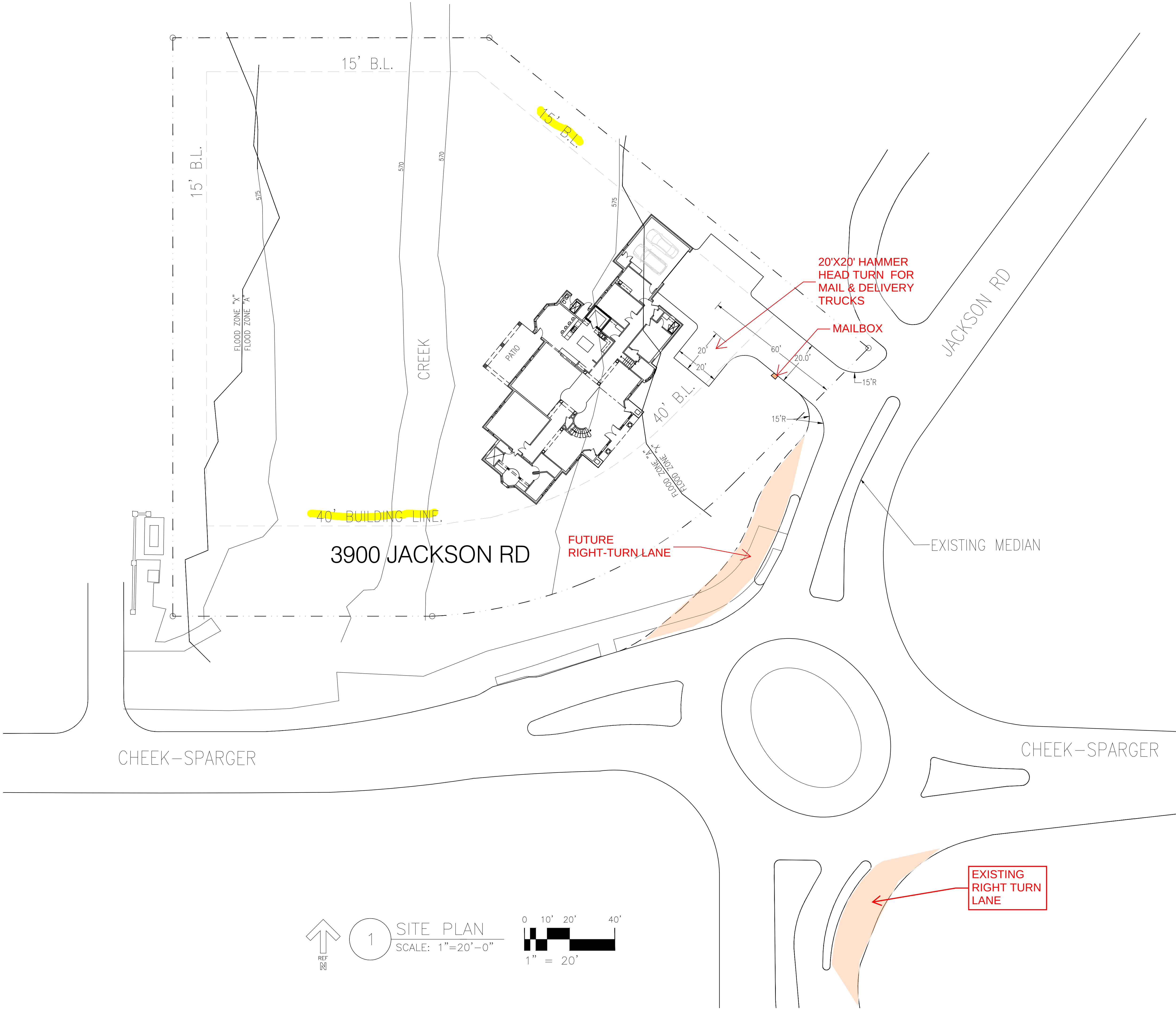
REV. 0

OWNER :

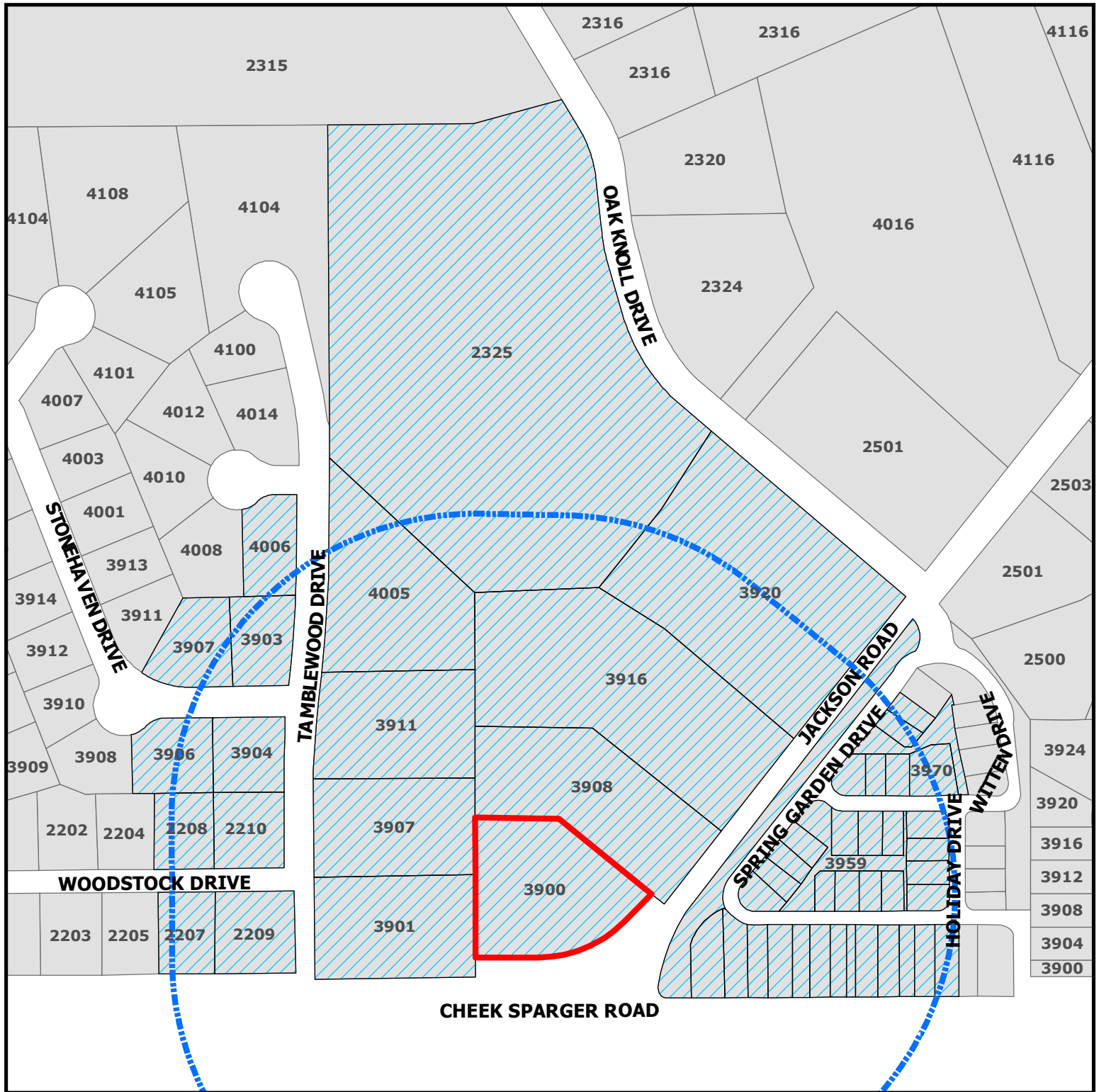
PROJECT :
**RESIDENCE FOR
MR. & MRS. SIVA
AKKINENI**
**3900 Jackson Road,
Colleyville, TX 76034**

REVISIONS :

SITE PLAN



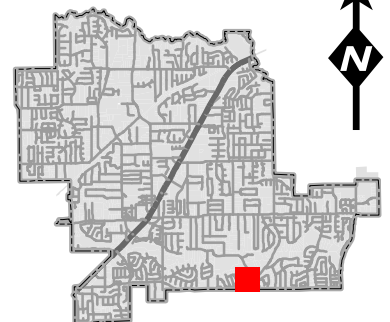
Notification Map



VC23-001 3900 Jackson Road

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-  Subject Property
-  500ft Buffer
-  Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

**City Council Meeting: Tuesday, March 21, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Request for a variance to the provisions of Section 14-135 Driveway Spacing and Design Standards, specifically for the minimum distance between adjacent residential driveways. The variance will allow for the construction of a new driveway in addition to a new single family home.

Zoning Case: VC23-001

Applicant: Awad Eskander

Owner: Siva Akkineni

Location: 3900 Jackson Road

Property Description: Tract 4, Abstract 1518, David R. Teeter Survey

Present Zoning: R-40 Single Family 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 City tax roll. Action by the City Council serves as a final action on the request.

All interested persons are encouraged to attend the public hearing and express their opinions on the variance 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:

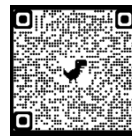
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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.

PLAT MAP OF A PORTION OF SECTION 36, TOWNSHIP 36N, RANGE 10E

The map shows the following sections and their owners/acreage:

- Section 2315:** 2315
- Section 2316:** 2316
- Section 2320:** 2320
- Section 2324:** 2324
- Section 2325:** 2325
- Section 2501:** 2501
- Section 2502:** 2502
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- Section 2670:** 2670
- Section 2671:** 2671
- Section 2672:** 2672
- Section 2673**



Jacquelyn Reyer

Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
ABBOTT, DENZEL O	3908 JACKSON RD	COLLEYVILLE, TX
ABLETSHAUSER, ASHLEIGH	3978 WITTEN DR	COLLEYVILLE, TX
AKKINENI, SIVA	3900 JACKSON RD	COLLEYVILLE, TX
ANDERSON, BRENT A	3907 STONEHAVEN DR	COLLEYVILLE, TX
CARTER, BRIAN	3907 TAMBLEWOOD DR	COLLEYVILLE, TX
COLLEYVILLE SPRING GARDEN TNHM	12750 MERIT DR STE 1424	DALLAS, TX
COSTELLO, DANIEL	4005 TAMBLEWOOD DR	COLLEYVILLE, TX
DAVID & GAIL WHEATON RLT	3979 WITTEN DR	COLLEYVILLE, TX
DAVIDOW, JO CAROL	3955 SPRING GARDEN DR	COLLEYVILLE, TX
DB & BB PROPERTIES LP	4820 CARMEL PL	COLLEYVILLE, TX
DENNIS, NANCY E	3966 HOLIDAY DR	COLLEYVILLE, TX
ELLAPPAN, MANONMANI	3936 SPRING GARDEN DR	COLLEYVILLE, TX
ESKANDER, AWAD	1112 JOHN MCCAIN RD	COLLEYVILLE, TX
FENN, MICHAEL R	3976 WITTEN DR	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
HAILEY, JAMES	3934 SPRING GARDEN DR	COLLEYVILLE, TX
HANNIGAN, ROBERT M	3935 SPRING GARDEN DR	COLLEYVILLE, TX
HARPER, JEFFRY C	3945 SPRING GARDEN DR	COLLEYVILLE, TX
HERCHMAN, PAUL	1709 TORIAN LN	SOUTHLAKE, TX
HILLS OF CENTRAL PK, THE	4101 BUCKINGHAM PL	COLLEYVILLE, TX
HOLLOWAY, B A	2207 WOODSTOCK DR	COLLEYVILLE, TX
HRANITZKY, JEANNE	3960 HOLIDAY DR	COLLEYVILLE, TX
HRANITZKY, RACHEL	3933 SPRING GARDEN DR	COLLEYVILLE, TX
HUGHES, ROBERT	4006 RAMSGATE CT	COLLEYVILLE, TX
JENKINS, KARYN	3991 SPRING GARDEN DR	COLLEYVILLE, TX
JENKINSON, GORDON F	2210 WOODSTOCK DR	COLLEYVILLE, TX
JONES, LAURA	3916 JACKSON RD	COLLEYVILLE, TX
KOHLRUSS, JANIS L	3962 HOLIDAY DR	COLLEYVILLE, TX
KURUVALLI, BHARATH	2034 BOXWOOD DR	IRVING, TX
LAFOLLETTE, COURTNEY	3906 STONEHAVEN DR	COLLEYVILLE, TX
LOZANO, JAMES T	2209 WOODSTOCK DR	COLLEYVILLE, TX
MACKIEWICZ, E M	3957 SPRING GARDEN DR	COLLEYVILLE, TX
MAGEE, JOHN KEVIN	3903 STONEHAVEN DR	COLLEYVILLE, TX
MARKGRAF, DERYL E	3901 TAMBLEWOOD DR	COLLEYVILLE, TX
MCKNIGHT, WESLEY J	3911 TAMBLEWOOD DR	COLLEYVILLE, TX
MCMAHAN REVOCABLE TRUST	1008 JOHN MCCAIN RD	COLLEYVILLE, TX
MIGHTY LARAPIN TRUST	3931 SPRING GARDEN DR	COLLEYVILLE, TX
MORIHARA, BERT	3975 WITTEN DR	COLLEYVILLE, TX
NASH, DEBRA	3923 SPRING GARDEN DR	COLLEYVILLE, TX
NISBET, JOHN J	3932 SPRING GARDEN DR	COLLEYVILLE, TX
PIPKIN, SHERRY MAY	3947 SPRING GARDEN DR	COLLEYVILLE, TX
RECKER FAMILY LIVING TR	2208 WOODSTOCK DR	COLLEYVILLE, TX
SCHILLING, CHRISTOPHER C	3977 WITTEN DR	COLLEYVILLE, TX
SCHMIDT, WALLACE	3941 SPRING GARDEN DR	COLLEYVILLE, TX
SCOMA, LOUIS EST	3974 WITTEN DR	COLLEYVILLE, TX
SEIFERT, MICHAEL L	3993 SPRING GARDEN DR	COLLEYVILLE, TX
SPRING GARDEN ADDITION	3980 WITTEN DR	COLLEYVILLE, TX
SUNDAY LIVING TRUST	3904 STONEHAVEN DR	COLLEYVILLE, TX
THACKER ANDREW AND ANGELA LT	3964 HOLIDAY DR	COLLEYVILLE, TX
USHER, DAVID R	5110 INVERNESS DR	BRYAN, TX
WALLACH, DAVID	3951 SPRING GARDEN DR	COLLEYVILLE, TX
WANGER, DIANE	3920 JACKSON RD	COLLEYVILLE, TX
WATKINS, WILLIAM P	3953 SPRING GARDEN DR	COLLEYVILLE, TX
WINDVIEW ADDITION	4012 AMBLESIDE	COLLEYVILLE, TX

RESOLUTION R-23-4827

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 14-135, DRIVEWAY SPACING AND DESIGN STANDARDS OF THE LAND DEVELOPMENT CODE, FOR TRACT 4, ABSTRACT 1518, DAVID R. TEETER SURVEY, LOCATED AT 3900 JACKSON ROAD

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

- Sec. 1. THAT the variance to allow for a driveway spacing of 40 feet between a proposed drive and an existing drive located at 3900 Jackson Road (the "Property"), as depicted in Exhibit "A" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

Mayor Pro Tem Kathy Wheat
George Bond, Place 2
Chuck Kelley, Place 5

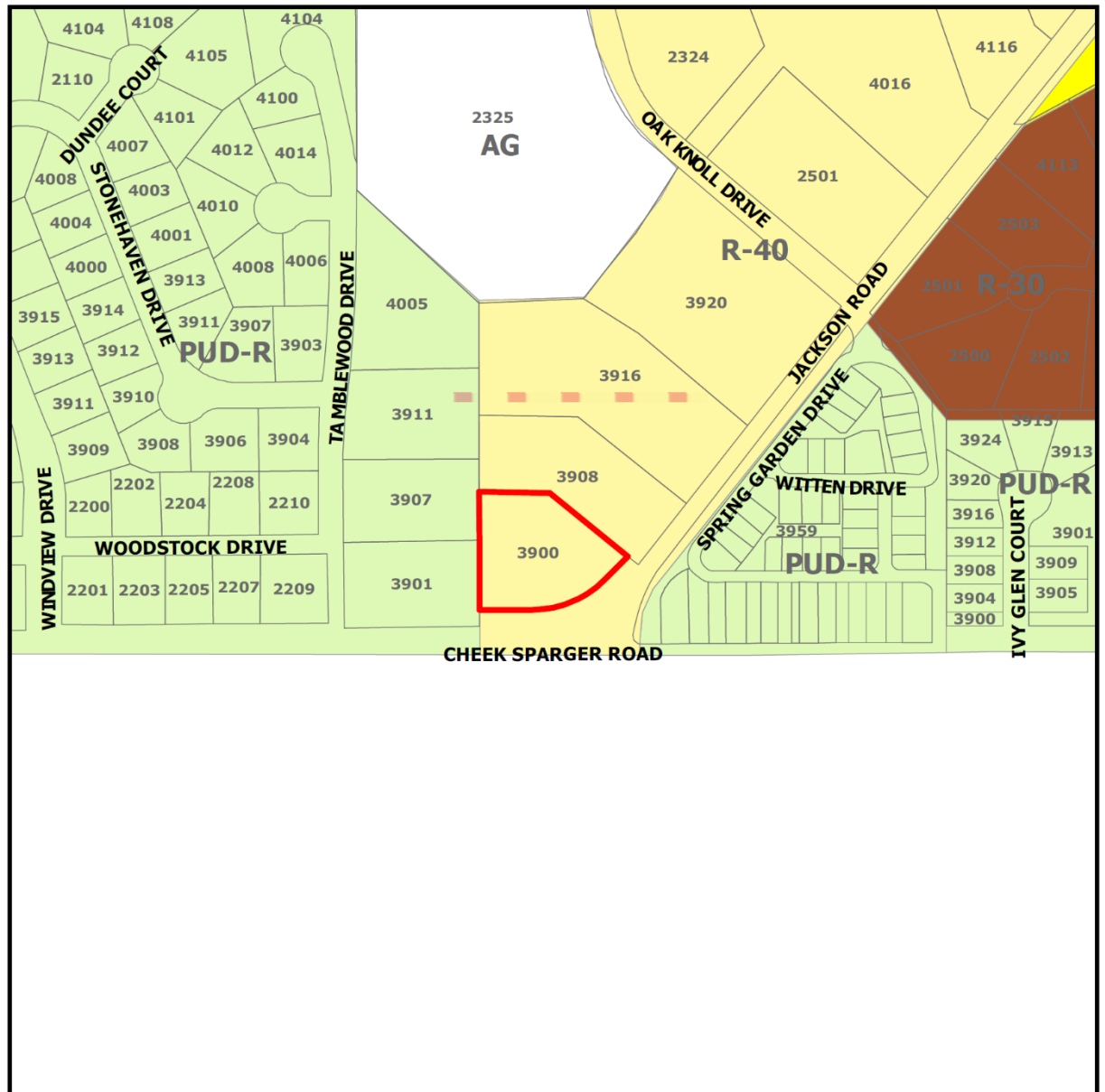
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Attachment "A"



[illegible]

PARADIGM CONSULTING
ARCHITECTURE
PLANNING
INTERIOR DESIGN
1000 COLLETT DRIVE
COLLETTVILLE, TX 76034
PH: 817.234.1100
FAX: 817.234.1101
WWW.PARADIGMCONSULTING.COM

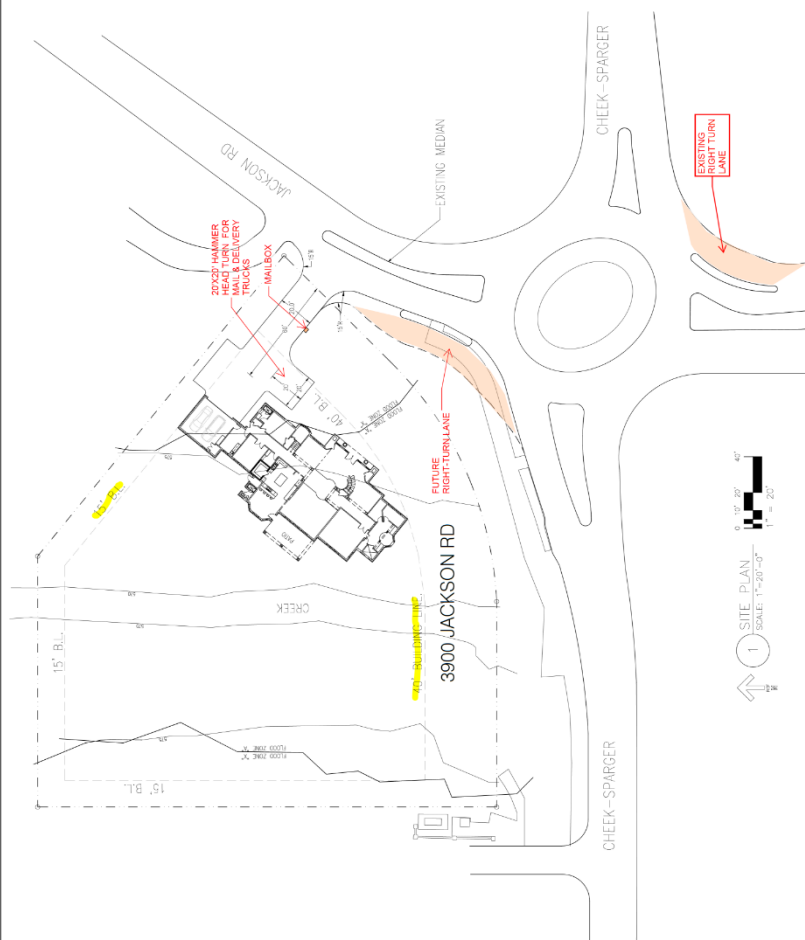
PROJECT 1

**REFERENCE FOR
NEW RESIDENTIAL
DEVELOPMENT
AKKINEN**
3900 Jackson Road,
Colleyville, TX 76034

REVISIONS

SITE PLAN

A101
DATE: 11/11/2010
PROJECT: 101010101





City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 3/21/2023

Number Resolution R-23-4828

Type Resolution

Department Finance

Title

Approval of a resolution accepting the annual audit for the Fiscal Year ended September 30, 2022

Strategic Plan

Explanation

Reading and Public Hearing

On Tuesday, February 21, 2023, the Audit Committee met with Meredith Churchill, Senior Manager with the City's audit firm, Weaver and Tidwell, L.L.P., to review the results of the annual audit for Fiscal Year ended September 30, 2022, and the Statement on Auditing Standards 114 audit management letter. The City received an unmodified audit opinion (Independent Auditor's Report), which is the most favorable audit opinion an entity can receive. Jennifer Ripka will be present to give a brief presentation regarding the annual audit.

The Annual Comprehensive Financial Report (the Annual Report) for Fiscal Year ended September 30, 2022 is attached. A public copy of this report is also available for review in the City's Finance Department, Office of the City Secretary, and the Colleyville Public Library.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-23-4828
2. Audit Report Presentation
3. City of Colleyville 2022 Final
4. City of Colleyville 2022 SA Final

RESOLUTION R-23-4828

**ACCEPTING THE ANNUAL AUDIT FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2022**

WHEREAS, Section 9.06 C of the Charter of the City of Colleyville, Texas requires an independent audit at the close of each fiscal year by a certified public accountant; and

WHEREAS, the firm of Weaver and Tidwell, L.L.P., Certified Public Accountants has completed their audit of all City accounts and presented the audit to the City Council.

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

Sec. 1. THAT the annual audit for Fiscal Year ended September 30, 2022, is accepted.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 21ST DAY OF MARCH 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



Agenda Item - RESOLUTION

Accepting Annual Audit for FY2022

City Council Meeting
March 21, 2023

Annual Audit Overview



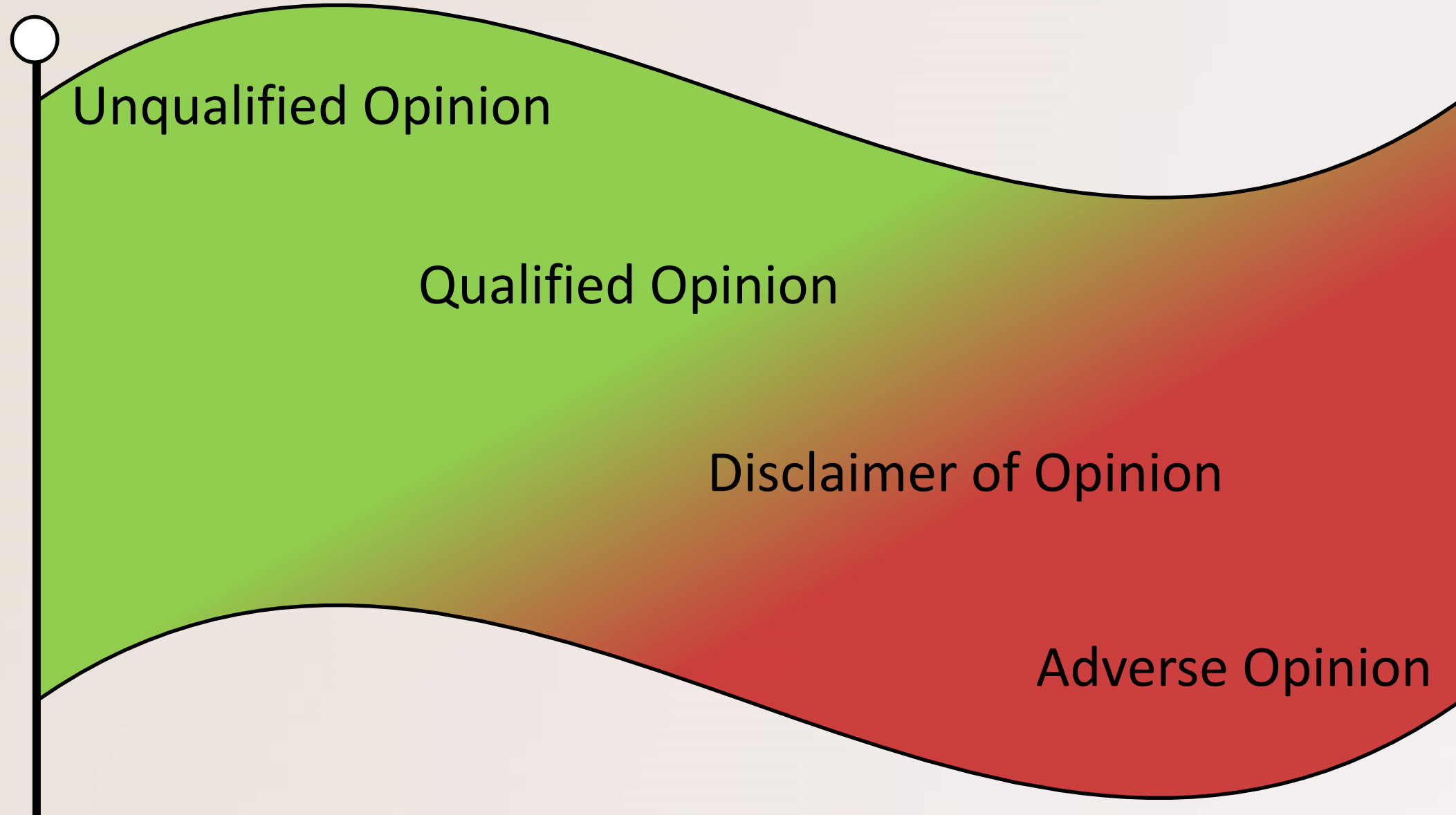
- Basic definition: a comprehensive review of the City's financial records and internal controls performed and certified by a public accountant in accordance with the Governmental Accounting Standards Board's generally accepted accounting principles.
- In a nutshell: the report ensures proper bookkeeping that fairly and accurately presents the City's complete financial position.

Annual Audit Contents



- Transmittal Letter
- GFOA certificate
- Organization/Council chart
- Official Auditor's report (prepared by Weaver)
- Management Discussion and Analysis (basic audit overview)
- Basic Financial Statements
- Required Supplementary Information
- Statistical Section

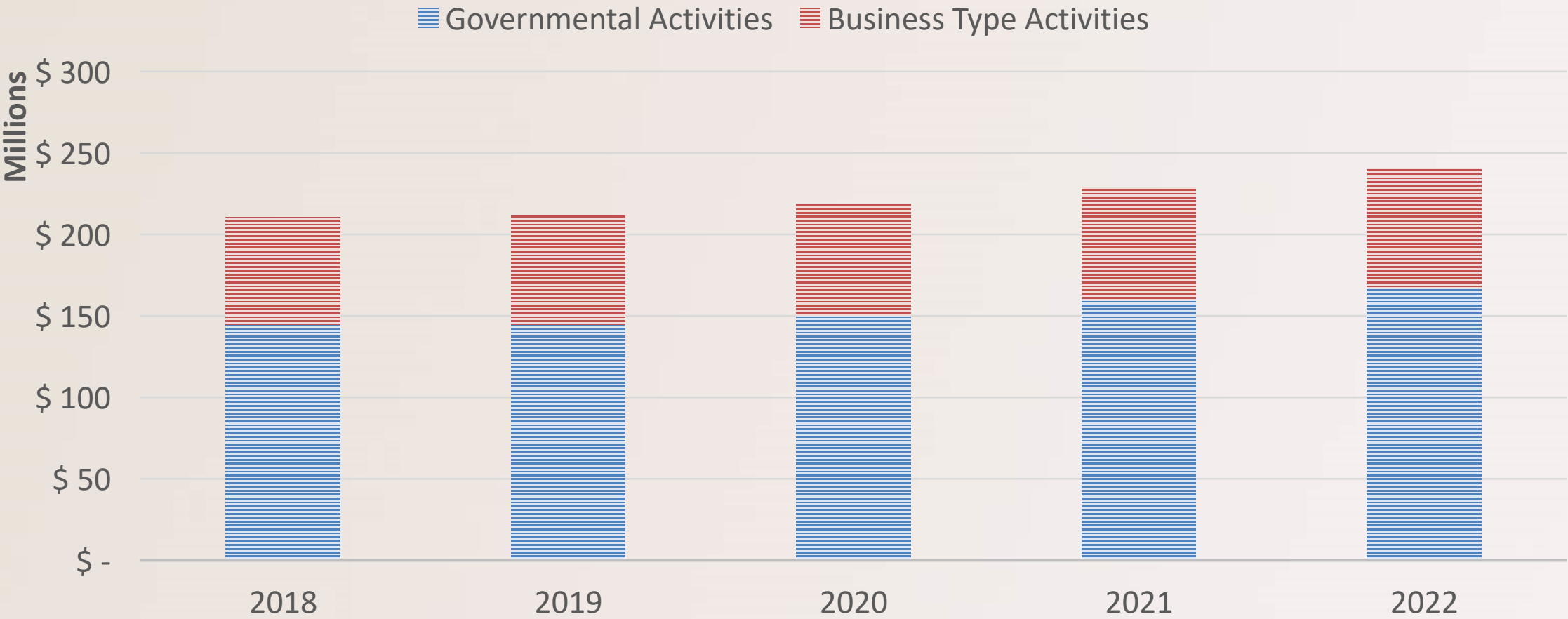
Annual Audit Opinions



Annual Audit Contents



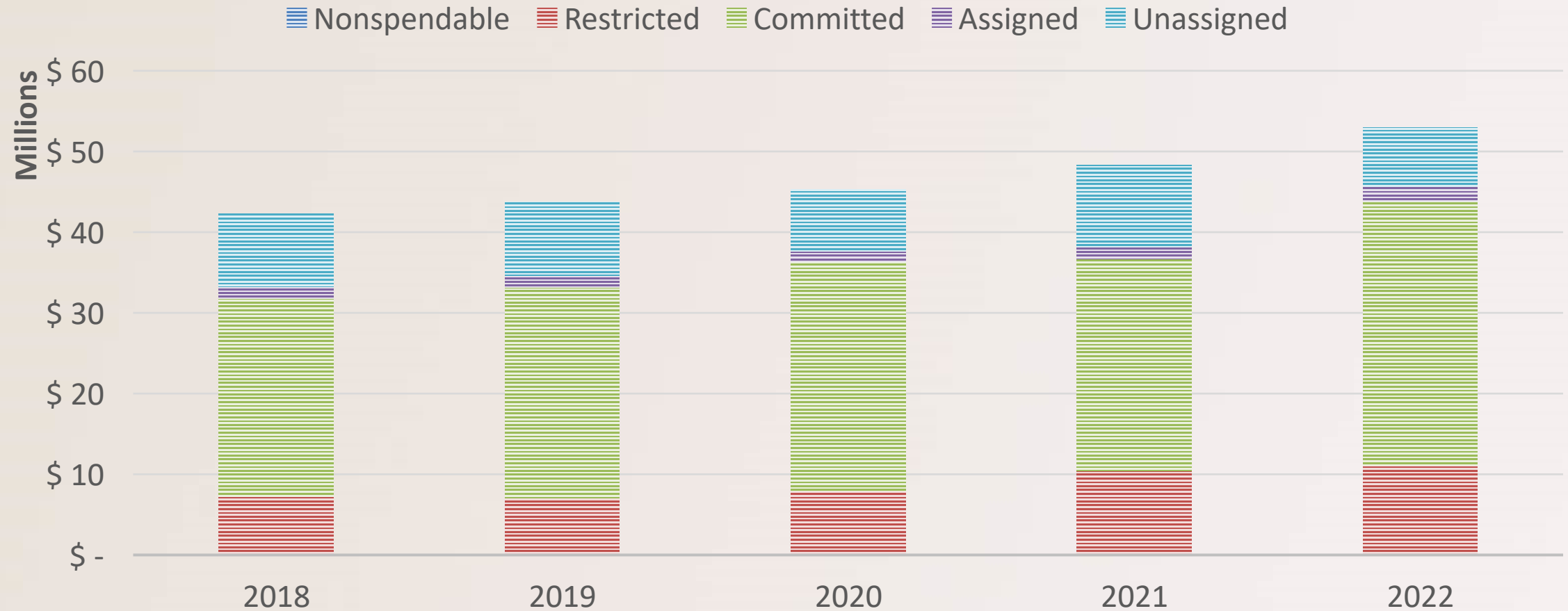
NET POSITION



Annual Audit Contents



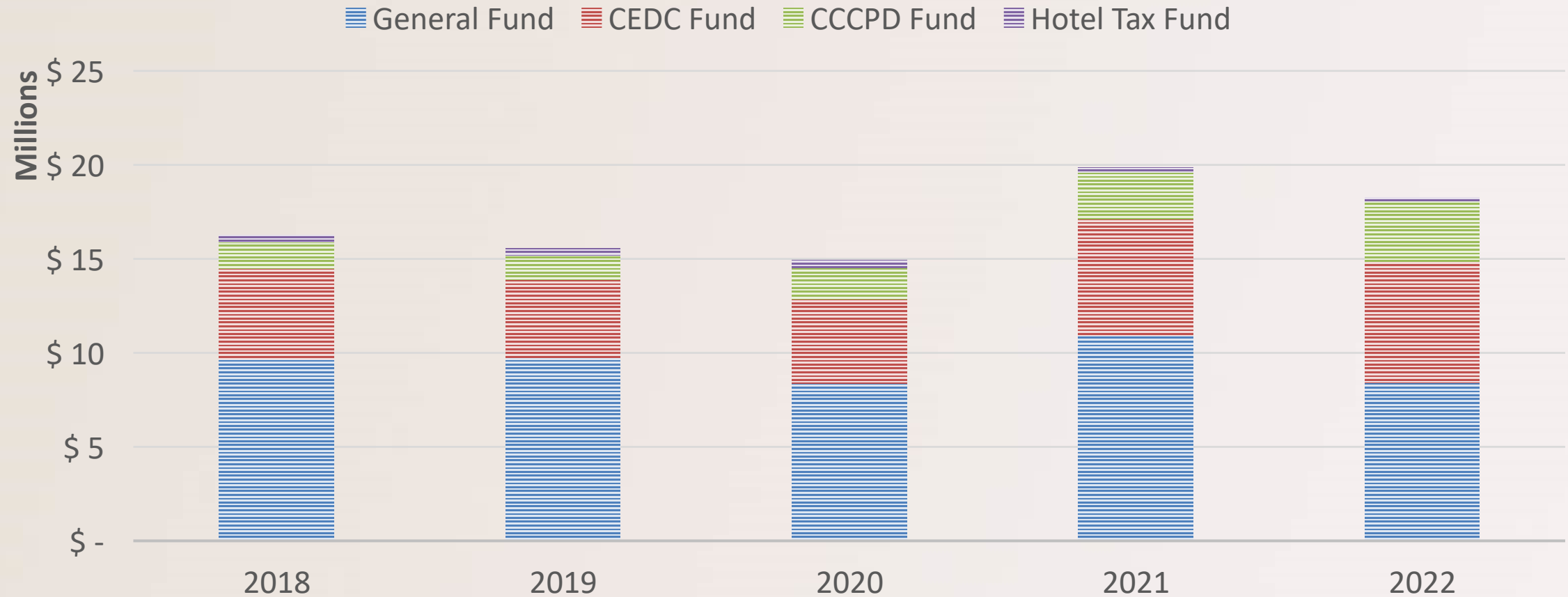
GOVERNMENTAL FUND BALANCES



Annual Audit Contents



OPERATING FUND BALANCES



Uses of ARPA Funds

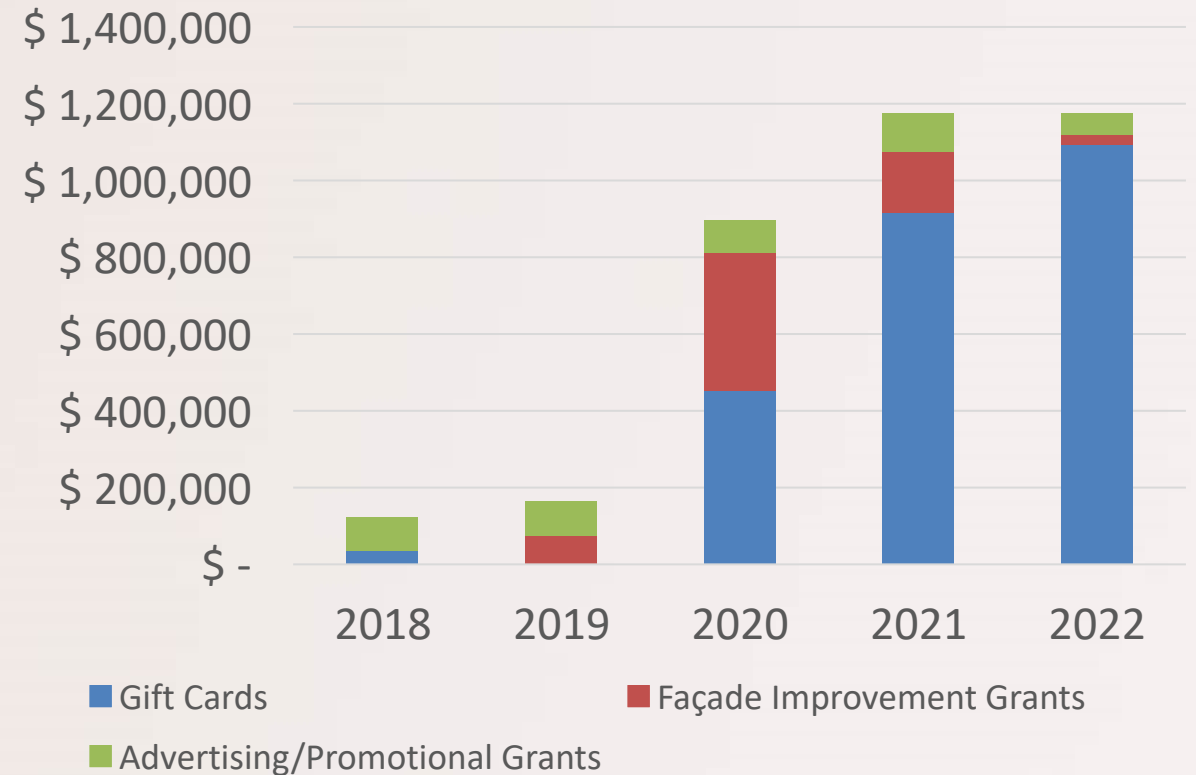
FY21 ARPA Funding (Round 1)

Uses	Fund	Amount
Grants / Gift Cards	TIF	\$ 670,758.86
Police Compensation	CCCPD	\$ 155,761.44
Police Compensation	General Fund	\$ 1,075,042.03
Fire Compensation	General Fund	\$ 1,454,822.24
Total		\$ 3,356,384.57

FY22 ARPA Funding (Round 2)

Uses	Fund	Amount
Grants / Gift Cards	TIF	\$ 630,723.40
Police Compensation	CCCPD	\$ 134,530.39
Police Compensation	General Fund	\$ 1,228,300.20
Fire Compensation	General Fund	\$ 1,362,830.58
Total		\$ 3,356,384.57

TIF Grants/Cards





Audit Insights

City of Colleyville | Year Ended September 30, 2022

Overview

- Introductions
- Audit Process
- Audit Results
- Questions





Introductions

Meet Weaver – National Firm, Local Touch

We're a full-service CPA firm with 12 offices from coast-to-coast, and we're consistently ranked as one of the fastest-growing firms in the country. We serve more than 300 governmental clients annually.

Industries

- ▶ Government
- ▶ Not-for-profit
- ▶ Higher education
- ▶ Professional services
- ▶ Insurance
- ▶ Private equity
- ▶ Real estate
- ▶ Hospitality
- ▶ Technology
- ▶ Construction
- ▶ Financial services
- ▶ Financial institutions
- ▶ Oil and gas
- ▶ Healthcare
- ▶ Manufacturing and distribution
- ▶ Oilfield services
- ▶ Renewable energy

Services

Advisory Services

- ▶ Client advisory services
- ▶ Risk advisory services
- ▶ IT advisory services
- ▶ Transaction advisory services
- ▶ Forensic and litigation services

Assurance Services

- ▶ Audit, review and compilation
- ▶ Agreed-upon procedures
- ▶ Employee benefit plan audit
- ▶ SOC reporting
- ▶ Attestation services
- ▶ IFRS assessment and conversion

Tax Services

- ▶ Federal tax
- ▶ State and local tax
- ▶ International tax
- ▶ Private client services



Today's Speaker

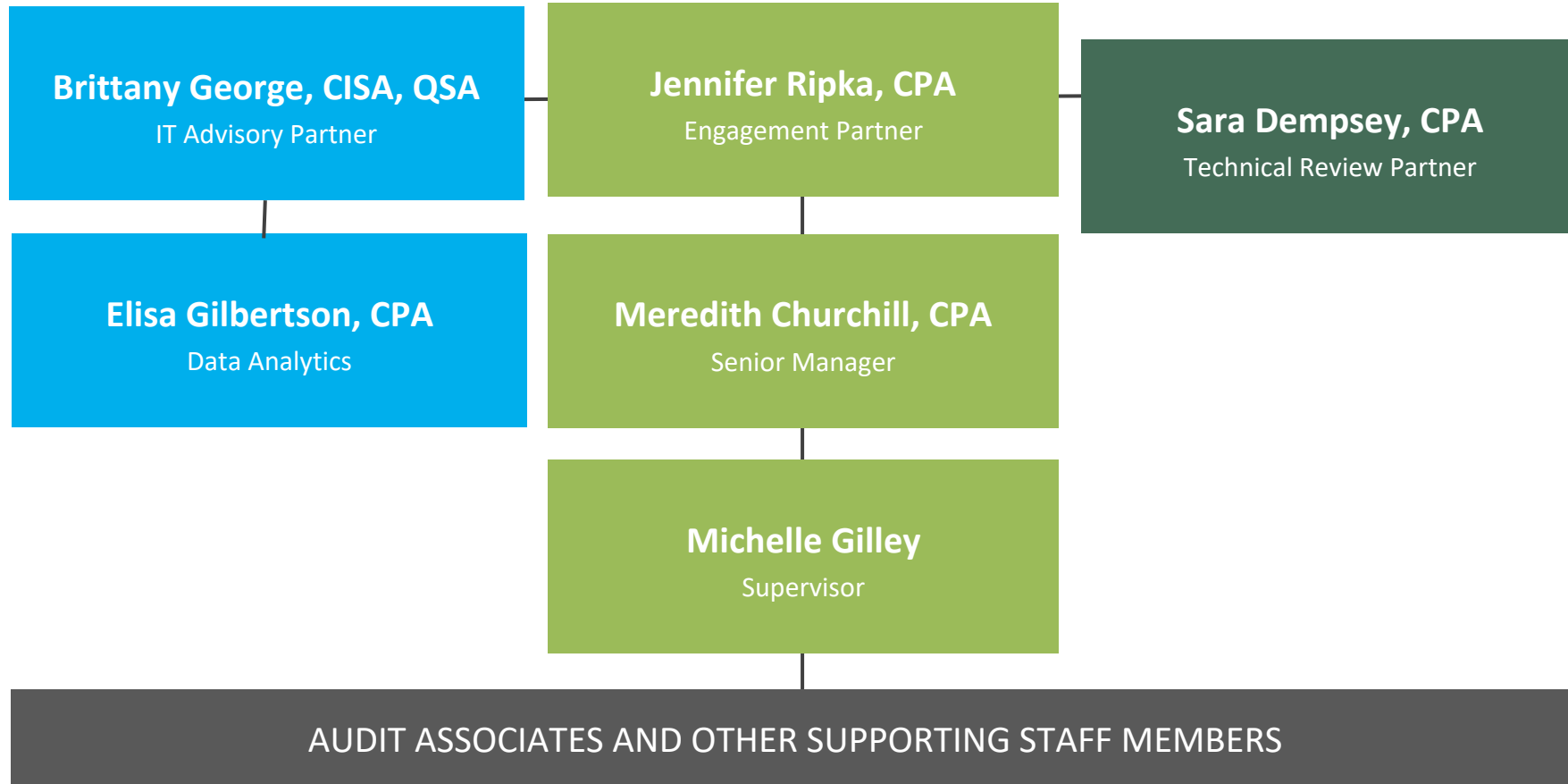


Jennifer Ripka, CPA

Partner, Government/Not-for-Profit Services

- Your audit engagement partner
- 16+ years of experience
- Member, GFOA Special Review Committee
- Experience and emphasis in auditing and consulting for cities, school districts, special purpose governments and not-for-profit organizations

Audit Team





Audit Process

Audit Process



Audit Standards — Performed the audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS)



Single Audit — Performed the single audit of federal and state awards in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)



Compliance — Performed tests of the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, including items such as compliance with PFIA.



Audit Results

Audit Results: Financial Statements

Type of Report Issued	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NONE NOTED
Any noted noncompliance material to financial statements?	NO

Implementation of GASB 87

- GASB Statement No. 87, *Leases*. This Statement was issued in June 2017 and increases the usefulness of government financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The requirements of this Statement were effective for reporting periods beginning after June 15, 2021. The City has implemented this Statement in fiscal year 2022.
 - Implementation resulted in restatement of governmental activities' opening net position of \$778,137. Business-type activities were unaffected.
 - Governmental activities' lessor agreements total \$238,322 in lease receivables as of September 30, 2022.
 - Governmental activities' lessee agreements total \$96,879 in lease liabilities as of September 30, 2022.

Audit Results: Federal Awards

Type of Report Issued, Compliance for Major Programs	UNMODIFIED
Type of Auditee	LOW RISK
Internal control over major programs:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NONE REPORTED
Any audit findings required to be reported under 2 CFR 200.516(a)?	NO

”
“

QUESTIONS?



COLLEYVILLE, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2022

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City of Colleyville, Texas

Annual Comprehensive Financial Report

For the Fiscal Year Ended September 30, 2022

Prepared by
Finance Department

Kyle Lester
Director of Finance

Karen Hines
Accounting Manager

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City of Colleyville, Texas
Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2022
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City of Colleyville, Texas
Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2022
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Introductory Section

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March 21, 2023

To the Citizens of the City of Colleyville:

The Annual Comprehensive Financial Report of the City of Colleyville (the "City") for the fiscal year ended September 30, 2022, is hereby submitted. Responsibility for both the accuracy of the data, and completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position, results of operations and cash flows of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and the evaluation of costs and benefits requires estimates and judgments by management. We believe that the City's current system of internal controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

As required by the City's charter, the financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of certified public accountants. The goal of the independent audit was to provide reasonable assurances that the financial statements of the City of Colleyville for the fiscal year ended September 30, 2022, are free of material misstatement. The independent audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the City of Colleyville's financial statements for fiscal year ended September 30, 2022, are presented in conformity with generally accepted accounting principles (GAAP).

As required by GAAP, management provides a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditor's report.

PROFILE OF THE GOVERNMENT

On January 10, 1956, the City of Colleyville was incorporated and adopted a home-rule charter on January 15, 1977. It has a Council-Manager form of government with policy making and legislative authority vested in a governing body consisting of a Mayor and six Council members. The Mayor and Council are responsible for passing ordinances, adopting the budget, appointing board and committee members, and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the Mayor and Council, overseeing the day-to-day operations of the City, and appointing department directors upon confirmation by the City Council. The Mayor and six Council members are elected on an at large, non-partisan basis for three year terms. The three year terms are staggered so that the Mayor and City Council persons from Place 1 and 2 are elected in year one, City Council persons from Places 3 and 4 are elected in year two, and City Council persons from Places 5 and 6 are elected in year three. Per the City Charter, no one person can serve as a council member or mayor for more than two consecutive three year terms.

The City provides a full range of municipal services. These services include police and fire protection, municipal court, streets, drainage utility, leisure services (parks and recreation, Colleyville Center and library), water and sewer, engineering/community development, and general administrative services. Based upon the criterion set forth in generally accepted accounting principles, the following organizations are includable within the City's reporting entity:

<u>Entity</u>	<u>Method of Inclusion</u>
Colleyville Economic Development Corporation (CEDC)	Blended
Colleyville Crime Control and Prevention District	Blended
Colleyville Tax Investment Financing Reinvestment Zone Zone Number One (TIF)	Discretely Presented

The City Charter of the City of Colleyville establishes the fiscal year as October 1 through September 30. The Charter requires the City Manager to submit a proposed budget and accompanying budget message to the City Council each year and the proposed budget is presented to the City Council at a budget work session. After public hearings at two consecutive regular City Council meetings, the Council may adopt the proposed budget, with or without amendment. The budget ordinance is to be adopted no later than the 30th day of September and requires an affirmative vote of a majority of the Council. The City maintains budgetary control by adopting an annual operating budget for the General Fund, Debt Service Fund, Hotel Tax Fund, Drainage Utility Fund, and Water and Sewer Enterprise Fund. In conjunction with two corresponding boards of directors, the City also adopts annual operating budgets for the Colleyville Crime Control and Prevention District as well as the Colleyville Economic Development Corporation. Detail control is maintained at the line item level by encumbering available funds at the time a purchase order is written. Encumbrances lapse at fiscal year-end, but can be re-appropriated through a budget amendment during the following fiscal year. The City Manager is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the City Council.

LOCAL ECONOMY

The City of Colleyville is a residential-oriented community located 11 miles northeast of the City of Fort Worth, 22 miles northwest of Dallas and 5 miles west of Dallas/Fort Worth International Airport in Northeast Tarrant County. The City issued 125 building permits during the year, including 87 commercial permits and 38 residential permits, and the average appraised value of a residential property increased from \$586,348 to \$610,051. In addition, the City has purchased parcels of land located in the northern and southern gateways of the City along State Highway 26 with the intention of selling the property for future development. The property along the southern portion of the City, purchased for \$2.5 million and consisting of approximately 5.9 acres, has been the first to show firm interest. Staff anticipates this property will be under contract with a developer in the early months of calendar year 2023. The City will continue to search for interested parties for the northern property.

Infrastructure projects completed in fiscal year 2022 include Glade Road improvements (a total of \$11.6m capitalized), Cheek-Sparger Road, and State Highway 26 beautification, all of which were multi-year projects for the City. Additionally, the City capitalized \$1.5 million in facility and property renovations, including floors and exhaust repairs in the Central Fire Station, HVAC and roof repairs in the Justice Center, and renovations to Colleyville parks. Finally, almost 14 lane miles were resurfaced throughout Colleyville.

For the Future. Future infrastructure, rehabilitation and renovation projects scheduled include utility and roadway improvements on both Robert's and Tinker Roads, connectivity sidewalk/trail construction as well as paths on Bedford and Bransford Roads, various street resurfacing improvements in partnership with Tarrant County, renovations and improvements to the Senior Center and newly acquired property designated for a recreation center, completion of site and landscape improvements to Colleyville Gateways including tower structures along Colleyville Boulevard from John McCain Road to Brown Trail, and water/wastewater line improvements in the Quail Crest/Woodbriar and Pecan Park areas.

FINANCIAL INFORMATION

Financial Policies

The City of Colleyville operates under financial policies that include multiple components to provide consistency, clarity, and appropriate statutory compliance in the City's financial processes. The City's Charter provides a strong foundation, outlining requirements for the annual budget, monthly financial reports, and annual audit. Additional policies such as the Investment Policy, reviewed annually by the City Council, and the Fund Balance Policy, reviewed every three years by the Audit Committee, provide further detail and guidance. Decisions are also made in accordance with any existing bond covenants or state law.

Long Term Financial Planning

In Fiscal Year 2005, the City Council adopted a Fund Balance Policy requiring a 90 day reserve for fund balance in both the General Fund and the Utility Fund. In Fiscal Year 2011, the policy was updated to reflect the designations of non-spendable, restricted, committed, assigned and unassigned as required by GASB 54. At the end of Fiscal Year 2022, both the General Fund and the Utility Fund have a fund balance in excess of the required 90 day reserve. Amounts in excess of the reserve may be used to fund one-time capital expenditures.

In January 2017, the City Council held a Visioning Workshop and created a new Strategic Plan, which included an updated Vision, Mission, and Values. The Strategic Plan also articulated six overall goals and several strategies to achieve each, as shown below in the version that was updated in June 2018. For each strategy identified, one or more objectives were assigned.

City of Colleyville Strategic Plan

(updated June 2018)



Staff's role is to manage City activities and finances in a way that reflects the City Council's and the community's highest priorities. Development of the annual budget is guided by the priorities outlined in the City of Colleyville's Strategic Plan. Every new effort and element of the City's budget, including existing programs, is tied to one or more of these goals, strategies, and objectives.

As a part of the annual budget process, an updated five-year forecast for the General Fund, Hotel Tax Fund, Utility Fund, Drainage Fund, Crime Control and Prevention District Fund, Economic Development Corporation Fund, and Debt Service Fund is presented to the City Council with the proposed budget. The budget process also includes an annual update of the five-year capital improvement program (CIP). Projects in the CIP are funded from a variety of sources including the Capital Projects Fund, Utility Capital Projects Fund, the Tax Increment Financing (TIF) District Fund, or Special Revenue Funds. The Capital Projects Fund accounts for money transferred from the General Fund for use on capital projects, street impact fees, perimeter street fees, and other funds for general capital projects. For internal reporting and tracking, a Utility Capital Projects Fund was created in Fiscal Year 2017 to account for money transferred from the Utility Fund (the operating fund) for use on utility capital projects, water impact fees, and wastewater impact fees. For the CAFR purposes, the activity for the Utility Fund and the Utility Capital Projects Fund are combined as the Water and Wastewater Fund activity.

AWARDS AND ACKNOWLEDGEMENTS

Awards. The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Colleyville for its comprehensive annual financial report for the fiscal year ended September 30, 2020. This was the 32nd consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Distinguished Budget Presentation award for its annual budget dated October 1, 2021. In order to qualify for this award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

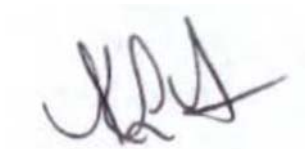
Acknowledgements. The preparation of this report could not be accomplished on a timely basis without the dedicated endeavors of the entire staff of the Finance Department. We would like to express our sincere appreciation to all employees who contributed to the preparation. Additionally, we would also like to thank the Mayor, City Council, and City Manager for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,

Kyle Lester, CGFO
Finance Director

A handwritten signature in dark ink, appearing to read 'Kyle Lester', written over a light blue rectangular background.

Karen Hines
Accounting Manager

A handwritten signature in dark ink, appearing to read 'Karen Hines', written over a light blue rectangular background.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Colleyville
Texas**

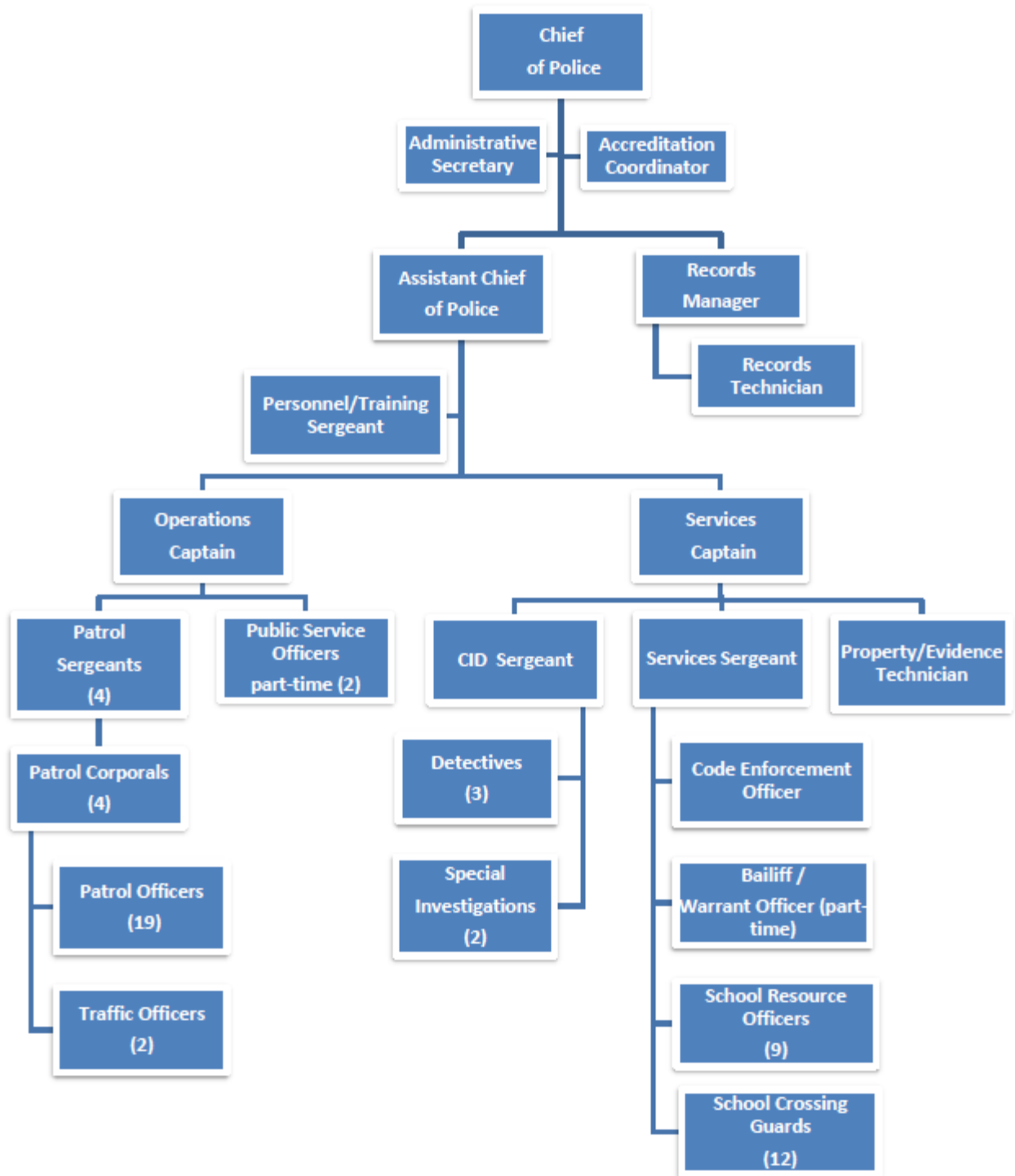
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morill

Executive Director/CEO

Colleyville Police Department Organizational Chart 2022



CITY OF COLLEYVILLE, TEXAS

**HOME RULE, COUNCIL – MANAGER
FORM OF GOVERNMENT**

CITY OFFICIALS

YEAR ENDED SEPTEMBER 30, 2022

Bobby Lindamood
Mayor

Brandi Elder
Councilmember, Place 1

George Bond
Councilmember, Place 2

Kathy Wheat
Mayor Pro Tem and
Councilmember, Place 3

George W. Dodson
Councilmember, Place 4

Chuck Kelley
Councilmember, Place 5

Callie Rigney
Councilmember, Place 6

Jerry Ducay
City Manager

Kyle Lester
Director of Finance

Karen Hines
Accounting Manager

Financial Section

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Independent Auditor's Report

To the Members of the City Council
and City Manager
City of Colleyville, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Colleyville, Texas (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 14 to the basic financial statements, during the year ended September 30, 2022, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

The Members of the City Council and Manager of
City of Colleyville, Texas

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and TMRS pension and OPEB schedules (as listed in the table of contents), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report (ACFR)

Management is responsible for the other information included in the ACFR. The other information comprises the introductory section and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report

The Members of the City Council and Manager of
City of Colleyville, Texas

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 16, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
March 16, 2023

Management's Discussion and Analysis

As management of the City of Colleyville, we offer readers of the City's financial statement this narrative overview and analysis of the financial activities of the City for the fiscal year Ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages v – x of this report

Financial Highlights

- The assets plus the deferred outflows of resources of the City of Colleyville exceeded its liabilities plus the deferred inflows of resources as of September 30, 2022, by \$240,081,746 (net position). Of this amount, \$68,591,715 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors in accordance with the City's fund designation and fiscal policies.
- The City's total net position increased by \$10,902,937 over FY2021 operations.
- As of the close of the current fiscal year, the City of Colleyville's governmental funds reported combined ending fund balances of \$52,929,879.
- As of September 30, 2022, unassigned fund balance for the General Fund was \$7,725,583, or 34% of the total General Fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements, which begin on page 23 of this report, are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences). Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include General Government, Public Safety, Public Works, and Cultural and Recreation. The business-type activities of the City include Water and Wastewater, and Drainage Utility.

Fund Financial Statements – A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental, funds, proprietary funds, and fiduciary funds. The fund financial statements for governmental funds, proprietary funds, and fiduciary funds can be found in the financial section of this report.

Governmental Funds – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental fund statements of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Beginning on page 31 of this report, information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, Capital Projects, Colleyville Economic Development, and Debt Service Fund, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary Funds – The City maintains one type of proprietary fund. Enterprise Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for the Water and Wastewater and Drainage Utility Funds.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The basic proprietary fund financial statements, which begin on page 36 of this report, provide separate information for the Water and Wastewater and Drainage Utility Enterprise Funds since these are considered to be major funds of the City.

Fiduciary Funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The Fiduciary fund statements begin on page 41 of this report. The accounting used for fiduciary funds is similar to the accounting used for proprietary funds. The City has two custodial funds: Employee Activity and Police Asset Forfeiture Fund. The custodial funds account for funds held in an agency capacity for the benefit of the City employees and for the benefit of law enforcement purposes.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 43 – 72 of this report.

Other Information – In addition to the basic financial statements and accompanying notes, this report also presents combining fund statements and schedules that further support the information in the financial statements. The combining fund statements and schedules for non-major funds are presented beginning on page 90 of this report.

Governmental-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of government's financial position. In the case of the City of Colleyville, assets plus deferred outflows of resources exceeded liabilities plus the deferred inflows of resources by \$240,081,746 as of September 30, 2022.

The largest portion of the City's net position (\$160,452,178) reflects its investments in capital assets (e.g., land, building, equipment, improvements, construction in progress and infrastructure), less any outstanding debt used to acquire those assets. The City uses these capital assets to provide service to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Colleyville's Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 58,640,646	\$ 51,458,888	\$ 29,568,665	\$ 26,017,659	\$ 88,209,311	\$ 77,476,547
Capital assets, net	118,174,850	116,965,637	45,548,947	45,950,733	163,723,797	162,916,370
Total assets	176,815,496	168,424,525	75,117,612	71,968,392	251,933,108	240,392,917
Deferred outflows of resources	1,999,886	2,364,678	288,312	310,790	2,288,198	2,675,468
Current liabilities	1,791,440	2,773,761	2,022,081	2,230,938	3,813,521	5,004,699
Long-term liabilities	5,098,992	6,612,417	329,213	409,736	5,428,205	7,022,153
Total liabilities	6,890,432	9,386,178	2,351,294	2,640,674	9,241,726	12,026,852
Deferred inflows of resources	4,310,732	1,628,018	587,102	234,706	4,897,834	1,862,724
Net position						
Net Investment in capital assets	114,903,231	113,142,374	45,548,947	45,950,733	160,452,178	159,093,107
Restricted	11,037,853	10,370,421	-	-	11,037,853	10,370,421
Unrestricted	41,673,134	36,262,212	26,918,581	23,453,069	68,591,715	59,715,281
Total net position	\$ 167,614,218	\$ 159,775,007	\$ 72,467,528	\$ 69,403,802	\$ 240,081,746	\$ 229,178,809

A portion of the City's net position (\$11,037,853) represents resources that are subject to external restriction on how they may be used. The remaining balance (\$68,591,715) of unrestricted net position may be used to meet the City's ongoing obligation to citizens and creditors in accordance with the City's fund designation and fiscal policies.

As of September 30, 2022, the City has positive balances in all three categories of net position, both for the City as a whole, as well as for its governmental and business-type activities separately. Fiscal year 2022 governmental activities resulted in a \$7,839,211 increase in net position. That increase was due to higher revenue intake, including approximately \$3.356 million in Federal Coronavirus State and Local Fiscal Recovery funds, and continued investment in the City's capital assets. Fiscal year 2022 business-type activities resulted in a \$3,063,726 increase in net position. The City has two contracts with the Trinity River Authority of Texas (TRA) for the purchase of treated water and for the transportation, treatment and disposal of sanitary sewage and other waste. In fiscal year 2022, TRA refunded the City more than \$995,000 after calculating the authority's true up balances. Additionally, the TRA did not invoice the City for October and November, resulting in a net gain to the City of over \$1.3 million. Additionally, FY22 was the City's first full year to reinstate charging penalties to customers, which had previously been suspended due to the pandemic. Whereas this revenue brought in \$82,000 in FY21, a total of \$190,867 was received in FY22. Colleyville is landlocked, and with fewer developable acreage available every year the monthly utility customer counts tend to remain fairly static. The City saw less than 0.5% growth for FY22.

Tiered rates which had been in place since December 2012 were replaced with a flat rate structure in July 2016. The flat rate provides a more equitable basis for our residents by charging a flat base rate that varies depending on the meter size (rather than consumption) and a flat volumetric rate per thousand gallons of usage. The new rate structure gave the residents a relief from high water bills in summer months. Risk to the City is minimized under the new utility rate structure adopted in Fiscal Year 2016, which recovers all of the City's distribution and collection costs in the base rate component and costs related to the purchase of treated water or wastewater treatment are recovered in the volumetric component of the rate.

Analysis of the City's Operations – The following table provides a summary of the City's operations for the year ended September 30, 2022. Governmental activities increased the City of Colleyville's net position by \$7,839,211, and business-type activities contributed an increase to the City's net position of \$3,063,726.

City of Colleyville's Changes in Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	\$ 3,789,663	\$ 3,567,362	\$ 22,651,185	\$ 18,435,666	\$ 26,440,848	\$ 22,003,028
Operating grants and contributions	4,253,340	3,491,361	250,596	-	4,503,936	3,491,361
Capital grants and contributions	895,376	198,935	326,850	-	1,222,226	198,935
General revenues:						
Property tax	16,292,731	16,398,025	-	-	16,292,731	16,398,025
Sales tax	10,284,047	9,445,150	-	-	10,284,047	9,445,150
Franchise tax	1,853,644	1,724,583	-	-	1,853,644	1,724,583
Other tax	339,216	235,209	-	-	339,216	235,209
Investment income	43,962	99,055	1,258	31,280	45,220	130,335
Miscellaneous	336,955	5,787,102	41,808	17,652	378,763	5,804,754
Gain on sale of capital assets	128,261	61,287	21,605	-	149,866	61,287
Total revenues	38,217,195	41,008,069	23,293,302	18,484,598	61,510,497	59,492,667
Expenses:						
General government	4,974,336	5,668,238	-	-	4,974,336	5,668,238
Community development	1,567,235	1,591,996	-	-	1,567,235	1,591,996
Fire and rescue	7,126,677	6,740,521	-	-	7,126,677	6,740,521
Leisure services	4,668,826	4,499,889	-	-	4,668,826	4,499,889
Maintenance	695,435	775,477	-	-	695,435	775,477
Municipal court	559,820	638,025	-	-	559,820	638,025
Police	7,276,394	6,978,311	-	-	7,276,394	6,978,311
Streets and drainage	4,561,627	4,696,395	-	-	4,561,627	4,696,395
Water and wastewater	-	-	19,205,539	16,334,509	19,205,539	16,334,509
Drainage	-	-	719,298	812,505	719,298	812,505
Interest on long-term debt	30,510	111,944	-	-	30,510	111,944
Total expenses	31,460,860	31,700,796	19,924,837	17,147,014	51,385,697	48,847,810
Increases (decreases) in net position before transfers	6,756,335	9,307,273	3,368,465	1,337,584	10,124,800	10,644,857
Transfers	304,739	409,276	(304,739)	(409,276)	-	-
Change in net position	7,061,074	9,716,549	3,063,726	928,308	10,124,800	10,644,857
Net position - October 1	159,775,007	150,055,356	69,403,802	68,475,494	229,178,809	218,530,850
Cumulative effect of change in accounting principle	778,137	3,102	-	-	778,137	3,102
Net position - October 1, as restated	160,553,144	150,058,458	69,403,802	68,475,494	229,956,946	218,533,952
Net position - September 30	\$ 167,614,218	\$ 159,775,007	\$ 72,467,528	\$ 69,403,802	\$ 240,081,746	\$ 229,178,809

Governmental Funds – The focus of the City of Colleyville's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources, as such information is useful in assessing the City's financing requirements. In particular, examining the City's spendable fund balances may serve as a useful measure of a government's ability to meet its liabilities in the coming year.

Per GASB Statement 54, fund balance categories are reported as follows:

- Nonspendable fund balance—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- Restricted fund balance—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation
- Committed fund balance—amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint
- Assigned fund balance—amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority
- Unassigned fund balance—amounts that are available for any purpose, which are reported only in the general fund or deficit fund balances from other funds, required to be classified as unassigned.

In fiscal year 2022, Colleyville's total governmental fund balances increased by \$4,580,120. This increase breaks down as follows:

	Governmental Activities		
	Fund Balances		
	2022	2021	Increase (Decrease)
Nonspendable	\$ 39,899	\$ 23,150	\$ 16,749
Restricted	11,032,881	10,377,614	655,267
Committed	32,787,265	26,314,781	6,472,484
Assigned	1,796,154	1,400,681	395,473
Unassigned	7,273,680	10,233,533	(2,959,853)
	<u>\$ 52,929,879</u>	<u>\$ 48,349,759</u>	<u>\$ 4,580,120</u>

The largest change in fund balance fell in the Committed Fund Balance category, and more specifically, the amounts committed for capital improvement spending. The primary reason for this increase is a transfer of operating surpluses from the unassigned category to the committed category, which is reflected in the \$2,507,950 decrease in the unassigned category depicted above.

This shift from unassigned to committed fund balance shows up as an interfund transfer between the City's General Fund and the Capital Projects Fund. Per policy enacted by City Council in the previous year, staff transferred all excess fund balances from any operating funds into their respective capital funds. For governmental funds, this breaks down as follows:

- A total fiscal year transfer of \$9,238,990 from the General Fund into the General Capital Fund:
 - o \$1,500,000 in the annual street maintenance transfer, which will be discontinued in FY23
 - o \$2,529,864 in ARPA funds distributed in FY21 but moved to capital funds in FY22
 - o \$2,604,397 in ARPA funds distributed in FY22
 - o \$2,604,728 in excess General Fund balance accumulated in FY22
 - \$1.5m from higher revenues including sales tax (+\$809k), service charges (+\$149k), fines (+\$145k), grant proceeds (+\$123k), franchise tax (+\$122k), and other revenues (+\$153k)
 - \$570k in expenditure savings, predominately from personnel costs

All of these transfers are in accordance with the City's policy to cash fund its capital improvement plan to reduce reliance on debt financing. The aforementioned transfers from the General Fund to the Capital Projects Fund were contained within funds that are in the governmental fund classification and did not change the total governmental activities fund balance. It does, however, reduce the unassigned fund balance and increase the committed balance. The same can be said for the Utility and Drainage proprietary funds.

As with the previous year the City continued its targeted promotion and grant programs to assist with small business improvements and advertising as well as encourage citizens to continue to shop locally. The following programs detail the efforts the city gave to encourage economic improvements and activity within its boundaries:

Program	Description	FY22 Amount Spent
Gift Cards (5 rounds)	\$35 gift cards mailed directly to residents and accepted by area businesses. The businesses would then redeem these at City Hall.	\$ 1,093,045
Façade Improvement Grants	Grants designed to assist businesses with signage and façade improvements.	\$ 24,817
Advertising/Promotional Grants	Grants designed to help promote and advertise businesses within Colleyville City limits	\$ 56,000

Each of these programs utilizes the City's Tax Increment Financing funds to partner with local business to reinvest in Colleyville and improve quality of life for the community.

Fiscal year 2022 Debt Service Fund balance decreased by \$195,000 due to an adjustment in the State-mandated tax calculations that now account for any from previous years' property tax collections that exceeded budget.

Proprietary Funds- The unrestricted net position of the proprietary funds are \$24,501,009 for the Water and Wastewater Fund and \$2,417,572 for the Drainage Utility Fund. Additionally, fiscal year 2022 activities resulted in a total net position increase of \$2,738,850 in the Water and Sewer fund and \$324,876 for the Drainage fund.

Tiered water and wastewater rates which have been in place since December 2012 were replaced with a flat rate structure in July 2016. The flat rate provides a more equitable basis for our residents by charging a flat base rate that varies depending on the meter size (rather than consumption) and a flat volumetric rate per thousand gallons of usage. The new rate structure gave the residents a relief from high water bills in summer months. An added benefit to the City is that the rate structure helps mitigate the financial effects of major weather changes by ensuring the utility operations are covered through customers' base rates. The new rates did include the continued pass-through of the Trinity River Authority water and wastewater rate increases, which are the only volumetric rates Colleyville customers pay. The volumetric portion of the rates solely cover charges from the Trinity River Authority, which are passed through to customers.

In total, the Utility's operating fund ended with a surplus of \$2.9m. While this did include some savings on the Utility's overhead budget, the majority of the surplus was from the City's relationship with the Trinity River Authority, which included a large refund from the previous year's payments for water treatment services. As explained with the General Fund, above, each utility operating fund subsequently transferred its surplus amounts over to their respective capital funds. For 2022, this breaks down as follows:

- o A total fiscal year transfer of \$456,252 from the Drainage Operating Fund to the Drainage Capital Fund due to excess fund balance accumulated in FY22
- o A total fiscal year transfer of \$2,989,366 from the Utility Operating Fund to the Utility Capital Fund
 - \$331k of which is attributable to the Utility's direct operational cost savings over budget, and
 - The remaining \$2.65m of which is attributable to the annual true-up and monthly invoices from the Trinity River Authority, which is Colleyville's provider of water and wastewater treatment services.

Governmental Activities – In total, there was a decrease of \$3,564,512 in governmental activities revenue compared to fiscal year 2021. However, this decrease is an anomaly that is reflective of a \$5.5m intergovernmental reimbursement payment the Colleyville Tax Increment Finance District made to the Colleyville Economic Development Corporation. This payment was to reimburse the Corporation for previous years' debt service costs for bonds that financed TIF-eligible projects. This reimbursement was made in consultation with the City's TIF District financial advisor.

Netting out that planned anomaly, Colleyville's governmental activities revenue increased \$1,954,456. The bulk of this increase came from another strong year of sales tax revenue. This revenue stream represents the second highest revenue source for Colleyville's governmental funds, and it experienced an impressive 8.9% growth rate, adding \$840,000 across the City over 2021. Remote purchases continued at their heightened levels while in-person retail and restaurant purchases bounced back from the COVID-related declines of the past two years. Hotel occupancies also experienced a significant increase, albeit a smaller one than other sales taxes. Hotel taxes ended the year at just over \$200,000 in revenue to the City. While this was not quite double the amount seen in 2020 and 2021, revenue here still lags behind pre-COVID levels.

Colleyville's primary source of General Fund revenue comes from its residential property values, which experienced a 4% growth over the prior year's certified values. City leaders voted to adopt the City's no-new-revenue rate for the fourth consecutive year, taking the tax rate from \$0.304365/\$100 valuation to \$0.291778/\$100 valuation. In spite of this reduction, some moderate new growth did bring in higher revenue for the City.

The City also aggressively pursues intergovernmental grants to alleviate the financial burden that needed capital improvements can put on taxpayers. For 2022, Colleyville received a total of \$471,955 in grant funding, the majority of which was for use on the Justice Center and Emergency Operations Center. This is a significant increase of the \$206,592 received in 2021.

Finally, 2022 represents the final year Colleyville will receive funding from the federal American Rescue Plan Act, which granted a total of \$6,712,770 to the City for operational and capital costs in response to the COVID pandemic. The City will likely show a large decrease in intergovernmental revenue from 2022 to 2023 as a result of this program concluding.

Business-type Activities – Colleyville has two enterprise operations, the Waste and Wastewater Fund and the Drainage Utility Fund. The total operating revenue of the Water and Sewer Fund was \$21,930,014 for the fiscal year for an increase of almost \$4.5 million from fiscal year 2021. While consumption was lower than the previous fiscal year, increases to the City's base rate and the Trinity River Authority's (the Authority) volumetric rates, as well as a slight increase in Colleyville's customer base, can be attributed to the revenue increase. Adding to the Utility's surplus was a substantial refund from the Authority for overpayment in the previous fiscal year in the amount of \$995,000. Furthermore, the Authority did not invoice Colleyville for water usage in the last two months of its fiscal year, resulting in the City collecting revenue it did not have to pay to the Authority. As per the City's policy, this surplus will be reserved for use on the City's cash-funded capital improvement plan. This policy helps staff and council to keep utility rates as low as possible. The Utility Fund ended with a total budget surplus of \$2.9 million, which was transferred from operations to capital projects for use on the 5-year capital improvement plan. Revenues from the Drainage Utility fund were slightly over FY21, with a small increase in drainage fees. Expenses were lower by more than \$75,000 due primarily to personnel costs. In total, the Drainage Utility posted a \$456,252 surplus, which will be reserved for use on the City's 5-year capital improvement plan.

General Fund Budgetary Highlights – With the FY22 budget, resources were allocated according to the priorities of our citizens and City Council, while maintaining the conservative fiscal approach that has allowed Colleyville to attain and maintain an AAA bond rating. Cost increases were absorbed via reductions in other expenses or by identifying alternative fund sources to allow any new revenue to be allocated for priority areas.

Colleyville's approach to budgeting places emphasis on maintaining business-like efficiency and keeping as low a tax rate as possible while maintaining or expanding service levels. As such, FY22 was the fourth year that the City adopted the no-new-revenue property tax rate, meaning properties on both the 2021 and 2022 tax rolls would not pay a higher tax bill to the city over those two years. Any increases in property tax revenue would come as a result of new development, rather than a higher tax rate. Staff has also managed to absorb annual operational increases within its existing budget through appropriate use of restricted revenues such as hotel and sales tax as well as maintaining lean operations.

In FY17, a compensation and classification study was performed. It was a six month effort guided by a committee of citizens, Councilmembers, and staff and it resulted in a new compensation structure that was first implemented in fiscal year 2018. Employees earning below the new minimum salary of their position's pay range received a market adjustment to bring them into the new ranges, and feathering tenured employees into their ranges based on years of service to address compression. The FY22 budget continued to reflect the City Council's bold vision of fully implementing the recommendations of the 2017 Compensation and Classification Study by providing annual merit raises for all staff. Additionally, an updated compensation study commenced in FY22 for implementation in the City's personnel schedule in FY23.

Not counting the Federal ARPA and CARES Act funding, the General Fund's surplus was higher than the previous year due to turnover and supplies and contractual expenses, as well as revenues showing an increase from FY21.

Refer to the General Fund Budgetary Comparison Schedule on page 77 of this report for a detailed presentation of the actual General Fund operations compared to both the original and final budget for fiscal year 2022.

Capital Assets

The City of Colleyville's investment in capital assets for its governmental and business-type activities as of September 30, 2022 amounts to \$163,723,797, net of accumulated depreciation. This investment in capital assets includes land, building and equipment, improvements other than buildings, infrastructure, and construction work in progress. Declines in overall asset valuations were due to accumulated depreciation on aging assets. Major capital asset events occurring during the current fiscal year included the following:

- Capitalized over \$21 million in street improvements, including Glade Road (\$11.6m), Cheek-Sparger Road (\$4.078m) and State Highway 26 beautification (\$5.879m).
- Capitalized \$1.5 million for facility and property renovations, including floors and exhaust repairs in the Central Fire Station, HVAC and roof repairs in the Justice Center, and renovations to Colleyville parks.

City of Colleyville's Capital Assets at Year End

	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
Land	\$ 9,178,641	\$ 9,178,641	\$ 304,839	\$ 304,839	\$ 9,483,480	\$ 9,483,480
Buildings and improvements	56,202,436	54,606,970	103,159	60,859	56,305,595	54,667,829
Equipment	14,391,876	14,853,817	2,911,023	2,806,093	17,302,899	17,659,910
Infrastructure/water distribution sewer collection	112,903,608	110,508,766	89,877,268	86,441,334	202,780,876	196,950,100
Right to use leased assets	1,777,428	1,390,260	-	-	1,777,428	1,390,260
Construction in progress	5,476,577	4,701,098	1,252,614	3,055,761	6,729,191	7,756,859
Less: accumulated depreciation/amortization	(81,755,716)	(77,365,201)	(48,899,956)	(46,718,153)	(130,655,672)	(124,083,354)
Total capital assets, net	\$ 118,174,850	\$ 117,874,351	\$ 45,548,947	\$ 45,950,733	\$ 163,723,797	\$ 163,825,084

Additional information on the City's capital assets can be found in Note 5, pages 57-59 of this report.

Debt Administration

At the end of the current fiscal year, the City of Colleyville had total bonded debt, notes payable and lease obligations of \$3,141,672. Of this amount, \$2,275,000 represents bonded debt backed by the full faith and credit of the government, and \$736,802 represents debt from leases obligations.

Outstanding Debt and Year End Bonds, Notes and Capitalized Lease Obligations Payable

	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
General obligation bonds and certificates of obligation	\$ 2,275,000	\$ 2,700,000	\$ -	\$ -	\$ 2,275,000	\$ 2,700,000
Revenue bonds payable	-	-	-	125,000	-	125,000
Financed purchase liabilities	639,923	950,475	-	-	639,923	950,475
Lease liabilities	96,879	130,576	-	-	96,879	130,576
Bond premiums	129,870	172,787	-	-	129,870	172,787
Total long-term debt	\$ 3,141,672	\$ 3,953,838	\$ -	\$ 125,000	\$ 3,141,672	\$ 4,078,838
Long-term debt to net position percentage	2%	2%	0%	0%	1%	2%

In July 2016, the AAA rating on the City's General Obligation Bonds was reaffirmed by both Standard and Poor's and Fitch Ratings. These are the highest bond ratings assigned to municipal debt by these agencies. Additional information on the City of Colleyville's long-term debt can be found in Note 7 on pages 60-63 of this report.

	<u>Fitch Ratings</u>	<u>Standard & Poor's</u>
General Obligations Bonds	AAA	AAA

Economic Factors and Next Year’s Budgets and Rates

The properties in Colleyville City Limits are predominately residential, which tends to help mitigate the negative effects of economic fluctuations. Property values have rebounded from the declines experienced in fiscal years 2011 and 2012, and have experienced tremendous growth in the last several years. Certified values increased 4% in total from 2021 to 2022. However, one of the City Council's highest priorities is minimizing the tax burden of our citizens. As such, careful consideration is given to the amount of revenue (and associated tax rate) needed, as opposed to simply maintaining a tax rate that brings in ever increasing amounts of revenue due to increased property values. Any tax rate above the no-new-revenue tax rate (i.e., that brings in more revenue than the prior year, excluding revenue from new construction) must be fully justified, with the reasons for adopting such a rate clearly communicated. For fiscal year 2022, the City had a goal of adopting the no-new-revenue tax rate, which was achieved by adopting a tax rate of \$0.291778/\$100 valuation, a \$0.012 reduction from the fiscal year 2021 tax rate of \$0.304365/\$100 valuation. This rate reduction serves to provide some relief to property owners receiving higher appraisal values, while also providing the revenue necessary to fund programs and services.

Sales tax is the second largest revenue source. This revenue stream makes up approximately 17% of the General Fund’s annual operating revenue, and it has endured two major disruptions in the past several years. The first is the construction that took place along Colleyville’s primary commercial corridor, Colleyville Boulevard (SH26), which concluded in 2020. The second disruption came in 2020 and 2021 as COVID-19 restricted commerce in the City’s restaurant and in-person services sectors. For several surrounding communities, Colleyville included, consumers shifted their purchasing habits to online vendors, meaning that while brick-and-mortar storefronts felt significant financial pressure Colleyville maintained an increasing trajectory for its overall sales tax. As a result, Colleyville came out of the past two years with a total revenue increase of more than \$2 million. Acknowledging the difficulty facing businesses within City boundaries, Colleyville staff responded to these by providing grants to businesses and gift cards to residents to encourage local economic activity. As is the City’s policy, sales tax has been budgeted conservatively with slight growth for FY23 and limited growth in future years. As of the date of this report, the City has seen a 3.2% increase after two months’ worth of collections in FY23.

At the budget work session presentation in August, staff reviewed a five-year forecast for all operating funds. That forecast includes estimates for expenditures and the revenues necessary to continue balancing the budget. Ad valorem revenue was projected with average annual growth of about 3.5%, reflecting potential new growth on top of an effective tax rate. Conversely, sales tax was projected with 2%-2.5% growth. The forecast for General Fund expenditures includes average annual cost increases of approximately 2.5% for materials and contractual services required each year, as well as personnel costs to continue funding appropriate market and merit adjustments and increasing healthcare costs. These forecasts help staff and the City Council focus on the long-term budgetary implications of current funding decisions. They also help to put long-term goals into perspective relative to the overall resources available.

The fiscal year 2023 budget provides a staffing level of 216.84 full-time equivalents (FTEs), about 8 FTEs more than in fiscal year 2022, reflecting two additional full-time staff member for parks beautification efforts and six new school resource officers. Staff accomplished this by relying on the Colleyville Economic Development Corporation and the Crime Control and Prevention District to take on additional appropriate operating costs, thereby saving those costs in the General Fund.

Water and wastewater base rates are directly related to the City's budget for the Utility Fund, and rates are set to only recover the City's cost of operating the utility system. Based on the fiscal year 2023 budget, which includes zero debt payments and a slight increase in the number of customers, water and wastewater base rates experienced a moderate increase due to staffing costs as well as the cost for Trinity River Authority's treatment services. Fortunately, no increase was needed in the CIP base rate due to the Utility's five-year capital improvement program being sufficiently funded with the current rate structure.

Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. If you have questions about this report or need any additional information, contact Kyle Lester, Director of Finance, at 100 Main Street, Colleyville, Texas 76034, or call (817) 503-1014.

Basic Financial Statements

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Government-Wide Financial Statements

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City of Colleyville, Texas
Statement of Net Position
September 30, 2022

Exhibit 1

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	
ASSETS				
Cash and cash equivalents	\$ 4,873,272	\$ 7,076,883	\$ 11,950,155	\$ 857,672
Investments	32,545,486	17,602,328	50,147,814	597
Receivables (net of allowance for uncollectibles of \$350,870)				
Accounts	359,334	3,712,761	4,072,095	1,580,968
Taxes	1,334,765	-	1,334,765	-
Loans	15,252,761	-	15,252,761	-
Leases	238,322	-	238,322	-
Due from other governments	985,360	-	985,360	-
Internal balances	(400,000)	400,000	-	-
Inventories	1,231	245,887	247,118	-
Prepaid items	38,666	-	38,666	-
Restricted assets:				
Investments	-	33,920	33,920	-
Accrued interest	85,623	12,518	98,141	14,545
Net pension asset	3,325,826	484,368	3,810,194	-
Capital assets:				
Non-depreciable	14,655,218	1,557,453	16,212,671	43,323,845
Right to use leased assets (net of amortization)	886,369	-	886,369	177,834
Depreciable (net of depreciation)	102,633,263	43,991,494	146,624,757	24,112,330
Total assets	176,815,496	75,117,612	251,933,108	70,067,791
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows - TMRS pension and OPEB	1,999,886	288,312	2,288,198	-
Total deferred outflows of resources	1,999,886	288,312	2,288,198	-
LIABILITIES				
Accounts payable	975,631	1,225,357	2,200,988	1,572,808
Accrued liabilities	637,696	96,461	734,157	876,054
Accrued interest payable	20,185	-	20,185	-
Advances from developers	73,424	185,893	259,317	-
Unearned revenues	38,666	-	38,666	-
Customer deposits	45,838	514,370	560,208	-
Non-current liabilities:				
Due within one year	987,945	19,684	1,007,629	64,825
Due in more than one year	3,390,448	205,650	3,596,098	15,244,357
OPEB liability	720,599	103,879	824,478	-
Total liabilities	6,890,432	2,351,294	9,241,726	17,758,044
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows - Lease related	238,322	-	238,322	-
Deferred inflows - TMRS pension and OPEB	4,072,410	587,102	4,659,512	-
Total deferred inflows of resources	4,310,732	587,102	4,897,834	-
NET POSITION				
Net investment in capital assets	114,903,231	45,548,947	160,452,178	51,495,447
Restricted:				
Debt service	876,349	-	876,349	-
Court security and technology	162,389	-	162,389	-
Leisure services	275,026	-	275,026	-
Economic development	6,480,855	-	6,480,855	-
Police	3,220,710	-	3,220,710	-
Historical purposes	22,524	-	22,524	-
Unrestricted	41,673,134	26,918,581	68,591,715	814,300
TOTAL NET POSITION	\$ 167,614,218	\$ 72,467,528	\$ 240,081,746	\$ 52,309,747

The Notes to the Financial Statements are an integral part of this statement.

City of Colleyville, Texas
Statement of Activities
For the Fiscal Year Ended September 30, 2022

Functions/Program Activities	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental activities:				
General government	\$ 4,974,336	\$ 27,857	\$ 3,121,032	\$ 194,318
Community development	1,567,235	1,215,522	-	-
Fire and rescue	7,126,677	480,541	609,960	-
Leisure services	4,668,826	531,775	399,220	-
Maintenance	695,435	-	-	-
Municipal court	559,820	1,261,507	-	-
Police	7,276,394	74,332	123,128	-
Streets and drainage	4,561,627	198,129	-	701,058
Interest on long-term debt	30,510	-	-	-
Total governmental activities	31,460,860	3,789,663	4,253,340	895,376
Business-type activities:				
Water and sewer	19,205,539	21,639,947	250,596	326,850
Drainage	719,298	1,011,238	-	-
Total business-type activities	19,924,837	22,651,185	250,596	326,850
TOTAL PRIMARY GOVERNMENT	\$ 51,385,697	\$ 26,440,848	\$ 4,503,936	\$ 1,222,226
COMPONENT UNIT				
Tax increment financing	\$ 3,047,890	\$ -	\$ -	\$ -
Total component unit	\$ 3,047,890	\$ -	\$ -	\$ -

General revenues and transfers:

Taxes:

Property taxes

Sales taxes

Franchise taxes

Other taxes

Interest on investments

Gain on sale of capital assets

Miscellaneous

Transfers

Total general revenues and transfers

Change in net position

Net position, beginning of year

Cumulative effect of change in accounting standard

Net position, beginning of year, as restated

NET POSITION, end of year

The Notes to the Financial Statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			
Governmental Activities	Business-type Activities	Total	Component Unit
\$ (1,631,129)	\$ -	\$ (1,631,129)	\$ 630,723
(351,713)	-	(351,713)	-
(6,036,176)	-	(6,036,176)	-
(3,737,831)	-	(3,737,831)	-
(695,435)	-	(695,435)	-
701,687	-	701,687	-
(7,078,934)	-	(7,078,934)	-
(3,662,440)	-	(3,662,440)	-
(30,510)	-	(30,510)	-
(22,522,481)	-	(22,522,481)	630,723
-	3,011,854	3,011,854	-
-	291,940	291,940	-
-	3,303,794	3,303,794	-
\$ (22,522,481)	\$ 3,303,794	\$ (19,218,687)	\$ 630,723
\$ -	\$ -	\$ -	\$ (3,047,890)
\$ -	\$ -	\$ -	\$ (3,047,890)
\$ 16,292,731	\$ -	\$ 16,292,731	\$ 6,193,901
10,284,047	-	10,284,047	-
1,853,644	-	1,853,644	-
339,216	-	339,216	-
43,962	1,258	45,220	-
128,261	21,605	149,866	-
336,955	41,808	378,763	197,342
304,739	(304,739)	-	-
29,583,555	(240,068)	29,343,487	6,391,243
7,061,074	3,063,726	10,124,800	3,974,076
159,775,007	69,403,802	229,178,809	48,327,420
778,137	-	778,137	8,251
160,553,144	69,403,802	229,956,946	48,335,671
\$ 167,614,218	\$ 72,467,528	\$ 240,081,746	\$ 52,309,747

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Fund Financial Statements

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Governmental Funds Financial Statements

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City of Colleyville, Texas

Exhibit 3

Balance Sheet Governmental Funds September 30, 2022

	General	Debt Service	Capital Projects	Colleyville Economic Development	Grant Fund	Colleyville Tomorrow Fund	Non-Major Governmental Funds	Governmental Funds
ASSETS								
Cash and cash equivalents	\$ 38,474	\$ 8,042	\$ 2,944,632	\$ 634,448	\$ 11,484	\$ 34,364	\$ 1,201,826	\$ 4,873,270
Investments	10,793,518	863,142	5,872,931	5,427,520	-	2,122,868	7,465,507	32,545,486
Receivables, net of allowances for uncollectibles:								
Accounts	155,609	-	-	-	203,725	-	-	359,334
Taxes	1,309,415	25,350	-	-	-	-	-	1,334,765
Loans	118,500	-	15,134,261	-	-	-	-	15,252,761
Leases	238,322	-	-	-	-	-	-	238,322
Due from other funds	70,000	-	2,800,000	-	-	-	-	2,870,000
Due from other governments	-	-	-	461,200	-	-	524,160	985,360
Accrued interest	67,990	-	15,433	1,276	-	308	616	85,623
Inventories	1,233	-	-	-	-	-	-	1,233
Prepaid items	-	-	-	-	38,666	-	-	38,666
TOTAL ASSETS	\$ 12,793,061	\$ 896,534	\$ 26,767,257	\$ 6,524,444	\$ 253,875	\$ 2,157,540	\$ 9,192,109	\$ 58,584,820
LIABILITIES								
Accounts payable	\$ 506,028	\$ -	\$ 78,156	\$ 22,805	158,446	\$ 181,491	\$ 28,705	\$ 975,631
Accrued liabilities	461,427	-	46,504	20,784	-	59,650	49,331	637,696
Advances from developers	-	-	73,424	-	-	-	-	73,424
Due to other funds	2,800,000	-	-	-	470,000	-	-	3,270,000
Unearned revenue	-	-	-	-	38,666	-	-	38,666
Customer deposits	45,838	-	-	-	-	-	-	45,838
Total liabilities	3,813,293	-	198,084	43,589	667,112	241,141	78,036	5,041,255
DEFERRED INFLOWS OF RESOURCES								
Deferred inflows - Lease related	238,322	-	-	-	-	-	-	238,322
Unavailable resources	350,207	25,157	-	-	-	-	-	375,364
TOTAL DEFERRED INFLOWS OF RESOURCES	588,529	25,157	-	-	-	-	-	613,686
FUND BALANCES								
Nonspendable for:								
Inventories	1,233	-	-	-	-	-	-	1,233
Prepaid items	-	-	-	-	38,666	-	-	38,666
Restricted for:								
Debt service	-	871,377	-	-	-	-	-	871,377
Court security and technology	-	-	-	-	-	-	162,389	162,389
Leisure services	-	-	-	-	-	-	275,026	275,026
Economic development	-	-	-	6,480,855	-	-	-	6,480,855
Police	-	-	-	-	-	-	3,220,710	3,220,710
Historical purposes	-	-	-	-	-	-	22,524	22,524
Committed for:								
Strategic initiatives	664,423	-	-	-	-	-	-	664,423
Leisure services	-	-	-	-	-	1,916,399	2,096,817	4,013,216
Capital projects	-	-	26,569,173	-	-	-	1,540,453	28,109,626
Assigned for:								
Capital projects	-	-	-	-	-	-	1,766,522	1,766,522
Leisure services	-	-	-	-	-	-	29,632	29,632
Unassigned	7,725,583	-	-	-	(451,903)	-	-	7,273,680
Total fund balances (deficit)	8,391,239	871,377	26,569,173	6,480,855	(413,237)	1,916,399	9,114,073	52,929,879
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 12,793,061	\$ 896,534	\$ 26,767,257	\$ 6,524,444	\$ 253,875	\$ 2,157,540	\$ 9,192,109	\$ 58,584,820

The Notes to the Financial Statements are an integral part of this statement.

City of Colleyville, Texas**Exhibit 4**

Reconciliation of the Governmental Funds
 Balance Sheet to the Statement of Net Position
 As of September 30, 2022

TOTAL FUND BALANCES - GOVERNMENT FUNDS		\$	52,929,879
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet			118,174,850
Interest payable on long-term debt does not require current financial resources; therefore, interest payable is not reported as a liability in the governmental funds balance sheet.			(20,185)
Net Pension asset has not been included in the governmental fund financial statements, as these assets do not represent current financial resources.			3,325,826
Revenues earned but not available within sixty days of the year end are not recognized as revenue on the fund financial statements.			375,364
Net deferred outflows and inflows of resources related to net pension liability results in an increase in net position in the government-wide financial statements.			(2,072,524)
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the fund financial statements. These noncurrent liabilities are as follows:			
Long term debt	\$	(2,275,000)	
Unamortized bond premium/discount, net		(129,870)	
Financed purchase liabilities		(639,923)	
Lease liabilities		(96,879)	
Compensated absences		(1,236,721)	
Other post employment benefits liability		(720,599)	
			<u>(5,098,992)</u>
Net position of governmental activities		\$	<u>167,614,218</u>

The Notes to the Financial Statements are an integral part of this statement.

City of Colleyville, Texas

Exhibit 5

Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds For the Fiscal Year Ended September 30, 2022

	General	Debt Service	Capital Projects	Colleyville Economic Development	Grant Fund	Colleyville Tomorrow Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES								
Taxes	\$ 23,073,252	\$ 619,275	\$ -	\$ 2,583,813	\$ -	\$ -	\$ 2,725,006	\$ 29,001,346
Fines and forfeitures	731,183	-	-	-	-	-	84,439	815,622
Licenses, permits and fees	929,415	-	-	-	-	-	-	929,415
Intergovernmental	194,318	-	-	-	-	-	68,279	262,597
Charges for services	1,665,903	-	-	-	-	-	-	1,665,903
Capital improvement fees	-	-	194,629	-	-	-	-	194,629
Grants/ contributions	2,728,151	-	350,000	-	471,956	-	577,905	4,128,012
Investment earnings (losses)	(74,321)	6,452	23,269	28,053	-	16,749	43,760	43,962
Miscellaneous	168,898	-	159,644	255	-	-	9,951	338,748
Total revenues	29,416,799	625,727	727,542	2,612,121	471,956	16,749	3,509,340	37,380,234
EXPENDITURES								
Current:								
General government	4,738,555	-	-	306,502	-	-	117,298	5,162,355
Community development and engineering	1,551,442	-	38,542	-	-	-	-	1,589,984
Fire and rescue	6,692,324	-	-	-	167,215	-	14,188	6,873,727
Leisure services	2,284,832	-	-	964,004	7,083	-	497,218	3,753,137
Maintenance	712,425	-	80,115	-	-	-	-	792,540
Municipal court	480,884	-	-	-	-	-	78,936	559,820
Police services	5,138,559	-	-	-	4,185	-	1,611,256	6,754,000
Streets and drainage	866,110	-	1,019,004	-	-	-	-	1,885,114
Capital outlay	77,984	-	1,703,781	1,078,220	708,141	692,998	796,654	5,057,778
Debt service:								
Principal retirement	-	735,551	-	-	-	-	-	735,551
Interest and fiscal charges	-	85,596	-	-	-	-	-	85,596
Total expenditures	22,543,115	821,147	2,841,442	2,348,726	886,624	692,998	3,115,550	33,249,602
Excess (deficiency) of revenues over (under) expenditures	6,873,684	(195,420)	(2,113,900)	263,395	(414,668)	(676,249)	393,790	4,130,632
OTHER FINANCING SOURCES (USES)								
Proceeds from leases	-	-	-	-	-	-	16,488	16,488
Proceeds from the sale of property	49,141	-	-	-	-	-	79,120	128,261
Transfers in	304,739	-	9,238,989	-	-	-	524,706	10,068,434
Transfers out	(9,753,695)	-	-	-	-	-	(10,000)	(9,763,695)
Total other financing sources (uses)	(9,399,815)	-	9,238,989	-	-	-	610,314	449,488
Net change in fund balances	(2,526,131)	(195,420)	7,125,089	263,395	(414,668)	(676,249)	1,004,104	4,580,120
Fund balances, beginning of year	10,917,370	1,066,797	19,444,084	6,217,460	1,431	2,592,648	8,109,969	48,349,759
FUND BALANCES (DEFICIT), END OF YEAR	\$ 8,391,239	\$ 871,377	\$ 26,569,173	\$ 6,480,855	\$ (413,237)	\$ 1,916,399	\$ 9,114,073	\$ 52,929,879

The Notes to the Financial Statements are an integral part of this statement.

City of Colleyville, Texas

Exhibit 6

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes In Fund Balances of Governmental Funds to the Statement of Activities For the Fiscal Year Ended September 30, 2022

TOTAL NET CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS	\$	4,580,120
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense. This is the amount of capital assets recorded in the current period.		5,057,778
Depreciation/amortization expense on capital assets is reported in the statement of activities but does not require the use of current financial resources. Therefore, depreciation/amortization expense is not reported as expenditures in the governmental funds.		(5,458,337)
The issuance of long-term debt (e.g. bonds or leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas the amounts are deferred and amortized in the statement of activities. This amount is the net effect of the following items:		
Proceeds from leases	\$	(16,488)
Financed purchase liability payments		310,552
Lease liability payments		50,185
Principal payments		425,000
Amortization of premiums and deferred losses		42,917
		812,166
The net change in net pension liability/asset, deferred outflows and deferred inflows is report in the statement of activities but does not require the use of current financial resources and, therefore is not reported as an expenditure in the governmental funds.		763,682
Current year changes in the long-term liability for compensated absences do not require the use of current financial resources; and therefore, are not reported as expenditures in governmental funds.		658,073
The net change in OPEB liability, deferred outflows and deferred inflow is reported in the statement of activities but does not require the use of current financial resources and, therefore is not reported as expenditures in the governmental funds.		(73,277)
Current year changes in accrued interest payable do not require the use of current financial resources; and therefore, are not reported as expenditures in governmental funds.		12,169
Governmental funds do not recognize assets contributed by developers. However, in the statement of activities the fair market value of those assets are recognized as revenue, then allocated over their estimated useful lives and reported as depreciation/amortization expense.		701,058
Certain revenues in the government-wide statement of activities that do not provide current financial resources are not reported as revenue in the governmental funds.		7,642
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$	<u>7,061,074</u>

The Notes to the Financial Statements are an integral part of this statement.

Proprietary Funds Financial Statements

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City of Colleyville, Texas
Statement of Net Position
Proprietary Funds
September 30, 2022

Exhibit 7

	Water and Sewer Fund	Drainage Utility Fund	Total
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 5,992,600	\$ 1,084,283	\$ 7,076,883
Investments	16,255,497	1,346,831	17,602,328
Accounts receivable, net of allowance	3,580,896	131,865	3,712,761
Due from other funds	400,000	-	400,000
Inventories	245,887	-	245,887
Restricted assets:			
Investments	-	33,920	33,920
Total current assets	26,474,880	2,596,899	29,071,779
Noncurrent assets:			
Accrued interest	12,518	-	12,518
Net pension asset	397,599	86,769	484,368
Capital assets:			
Land and improvements	304,839	-	304,839
Buildings	103,159	-	103,159
Utility system	84,726,531	5,150,737	89,877,268
Equipment and furniture	2,255,771	655,252	2,911,023
Construction in progress	906,502	346,112	1,252,614
Less: accumulated depreciation	(46,558,565)	(2,341,391)	(48,899,956)
Total non-current assets	42,148,354	3,897,479	46,045,833
Total assets	68,623,234	6,494,378	75,117,612
DEFERRED OUTFLOW OF RESOURCES			
Deferred outflows - TMRS pension and OPEB	237,286	51,026	288,312
Total deferred outflows of resources	237,286	51,026	288,312
LIABILITIES			
Current liabilities:			
Accounts payable	1,210,636	14,721	1,225,357
Accrued liabilities	84,380	12,081	96,461
Advances from developers	69,000	116,893	185,893
Customer deposits	514,370	-	514,370
Compensated absences	-	19,684	19,684
Total current liabilities	1,878,386	163,379	2,041,765
Noncurrent liabilities:			
Compensated absences	174,202	31,448	205,650
OPEB liability	85,492	18,387	103,879
Total non-current liabilities	259,694	49,835	309,529
Total liabilities	2,138,080	213,214	2,351,294
DEFERRED INFLOW OF RESOURCES			
Deferred inflows - TMRS pension and OPEB	483,194	103,908	587,102
Total deferred inflows of resources	483,194	103,908	587,102
NET POSITION			
Net investment in capital assets	41,738,237	3,810,710	45,548,947
Unrestricted	24,501,009	2,417,572	26,918,581
TOTAL NET POSITION	\$ 66,239,246	\$ 6,228,282	\$ 72,467,528

The Notes to the Financial Statements are an integral part of this statement.

City of Colleyville, Texas
Statement of Revenues, Expenses
and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2022

Exhibit 8

	Water and Sewer	Drainage Utility	
	Fund	Fund	Total
OPERATING REVENUES			
Metered water sales	\$ 14,075,059	\$ -	\$ 14,075,059
Wastewater service charges	5,297,937	-	5,297,937
Drainage service charges	-	1,001,458	1,001,458
Other charges and services	2,266,951	9,780	2,276,731
Grant/ Contributions	248,259	2,337	250,596
Miscellaneous	41,808	-	41,808
Total operating revenues	21,930,014	1,013,575	22,943,589
OPERATING EXPENSES			
Personnel services	2,048,171	403,135	2,451,306
Maintenance and contractual services	14,786,549	110,179	14,896,728
Material and supplies	296,654	46,314	342,968
Depreciation and amortization	2,074,165	159,670	2,233,835
Total operating expenses	19,205,539	719,298	19,924,837
OPERATING INCOME (LOSS)	2,724,475	294,277	3,018,752
NON-OPERATING REVENUES (EXPENSES)			
Investment income (loss)	(7,736)	8,994	1,258
Proceeds from Sale of Property	-	21,605	21,605
Total non-operating revenues (expenses)	(7,736)	30,599	22,863
Income (loss) before capital contributions and transfers	2,716,739	324,876	3,041,615
CAPITAL CONTRIBUTIONS AND TRANSFERS			
Capital contributions	326,850	-	326,850
Transfers out	(304,739)	-	(304,739)
Total capital contributions and transfers	22,111	-	22,111
Change in net position	2,738,850	324,876	3,063,726
Net position, beginning of year	63,500,396	5,903,406	69,403,802
NET POSITION, END OF YEAR	\$ 66,239,246	\$ 6,228,282	\$ 72,467,528

The Notes to the Financial Statements are an integral part of this statement.

City of Colleyville, Texas
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2022

Exhibit 9

	Water and Sewer Fund	Drainage Utility Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 21,556,597	\$ 1,020,187	\$ 22,576,784
Cash payments to suppliers for goods and services	(15,172,231)	(317,874)	(15,490,105)
Cash payments to employees for services	(2,188,395)	(452,928)	(2,641,323)
Net cash provided by (used in) operating activities	4,195,971	249,385	4,445,356
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES			
Cash loaned to other funds	(400,000)	-	(400,000)
Transfers out	(304,739)	-	(304,739)
Net cash provided by (used in) non-capital financing activities	(704,739)	-	(704,739)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition of capital assets	(1,417,055)	(88,144)	(1,505,199)
Proceeds from sale of capital assets	-	21,605	21,605
Net cash provided by (used in) capital and related financing activities	(1,417,055)	(66,539)	(1,483,594)
CASH FLOWS FROM INVESTING ACTIVITIES			
Sale of investments	(98,135)	611,009	512,874
Earnings (losses) on investments	(16,827)	8,994	(7,833)
Net cash provided by (used in) investing activities	(114,962)	620,003	505,041
Net change in cash and cash equivalents	1,959,215	802,849	2,762,064
Cash and cash equivalents, beginning of year	4,033,385	281,434	4,314,819
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 5,992,600	\$ 1,084,283	\$ 7,076,883
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES			
Operating income (loss)	\$ 2,724,475	\$ 294,277	\$ 3,018,752
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	2,074,165	159,670	2,233,835
Decrease (increase) in assets and deferred outflows of resources:			
Receivables	(373,507)	6,612	(366,895)
Inventory	(41,462)	-	(41,462)
Net pension asset	(397,599)	(86,769)	(484,368)
Deferred outflows - TMRS pension and OPEB	19,809	2,669	22,478
Increase (decrease) in liabilities and deferred outflows of resources:			
Accounts payable	(37,325)	(163,912)	(201,237)
Accrued liabilities	(10,241)	2,531	(7,710)
Compensated absences	(34,834)	(25,539)	(60,373)
Customer deposits	90	-	90
Net pension liability	(22,560)	(3,583)	(26,143)
Total OPEB liability	4,933	1,060	5,993
Deferred inflows - TMRS pension and OPEB	290,027	62,369	352,396
Net cash provided by (used in) operating activities	\$ 4,195,971	\$ 249,385	\$ 4,445,356
NONCASH DISCLOSURES:			
Developers' contributions	\$ 326,850	\$ -	\$ 326,850

The Notes to the Financial Statements are an integral part of this statement.

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Fiduciary Fund Financial Statements

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City of Colleyville, Texas
Statement of Fiduciary Net Position
Custodial Funds
September 30, 2022

Exhibit 10

	<u>Custodial Funds</u>
ASSETS	
Cash and cash equivalents	\$ 23,108
Investments	<u>9,256</u>
TOTAL ASSETS	<u>32,364</u>
LIABILITIES	
Accounts Payable	<u>\$ 150</u>
TOTAL LIABILITIES	<u>150</u>
NET POSITION	
Restricted for other purposes	<u>32,214</u>
TOTAL NET POSITION	<u><u>\$ 32,214</u></u>

The Notes to Financial Statements are an integral part of this statement.

City of Colleyville, Texas**Exhibit 11**

Statement of Changes in Fiduciary Net Position
Custodial Funds
For the Fiscal Year Ended September 30, 2022

	Custodial Funds
ADDITIONS	
Contributions	\$ 5,446
Forfeitures	1,683
Investment earnings	109
Other additions	4,548
TOTAL ADDITIONS	11,786
DEDUCTIONS	
Operating expenses	20,113
TOTAL DEDUCTIONS	20,113
CHANGE IN NET POSITION	(8,327)
Net position, beginning	40,541
NET POSITION, ENDING	\$ 32,214

The Notes to Financial Statements are an integral part of this statement.

Note 1. Summary of Significant Accounting Policies

The City of Colleyville Home Rule Charter was adopted by the voters at an election held on January 15, 1977. The City operates under a Council-Manager form of government.

The accounting policies of the City of Colleyville, Texas (the City) conform to generally accepted accounting principles as applicable to governmental units. The following is a summary of the more significant of such policies:

A. Reporting Entity

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Each discretely presented component unit, on the other hand, is reported in a separate column in the combined financial statements to emphasize it is legally separate from the government. Each blended component unit has a September 30 year-end.

Blended Component Unit — The Colleyville Economic Development Corporation (CEDC) was incorporated on September 3, 1996, as a nonprofit industrial development corporation under the Development Corporation Act of 1979 (Act). The CEDC operates under a seven-member board of directors appointed by the City Council. Each of the directors shall be a resident of the City. The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. This includes municipal park improvements, the purchase of land and improvements for additional neighborhood parks, the construction of a community center and library. Although it is legally separate from the City, the CEDC is reported as if it were part of the primary government, because CEDC is financing public improvements and the City is the primary beneficiary of the services provided.

Blended Component Unit — Colleyville Crime Control and Prevention City (the City) was formed under Chapter 363 of the Texas Local Government Code, the Crime Control and Prevention City Act. The City is organized to act on behalf of the City for financing, development of crime control throughout the City. The City is governed by a seven-member board consisting of all members of the City Council. The City is reported as a part of the primary government because it provides services entirely for the City.

Discretely Presented Component Unit — Colleyville Tax Increment Financing Reinvestment Zone Number One (the TIF) was formed to make public improvements, under the authority of the Tax Increment Financing Act. The TIF is governed by a nine-member board consisting of five members appointed by the City Council and one member each appointed by the four other participating taxing entities. The primary government appoints a voting majority of the unit's governing body and the City has a potential economic benefit from this unit. Therefore, the TIF is presented in the accompanying financial statements as a discretely presented component unit. Complete financial statements for the TIF may be obtained from the City of Colleyville Finance Department, 100 Main Street, Colleyville, Texas 76034.

B. Government-wide Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Governmental activities, which normally are supported by taxes and intergovernmental revenue, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenue* includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as *general revenue*.

Separate financial statements are provided for Governmental Funds, Proprietary Funds, and Fiduciary Funds, even though the latter are excluded from the government-wide financial statements. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the Proprietary Fund and Fiduciary Fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, sales taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Governmental Funds

Governmental Funds are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (except those accounted for in the proprietary fund type) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position, rather than upon net income determination. The following are the City's Governmental Fund types:

City of Colleyville, Texas
Notes to the Basic Financial Statements

The City reports the following major Governmental Funds:

The General Fund — is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

The Capital Projects Fund — is used to account for financial resources to be used for the acquisition or construction of general major capital facilities. Financing is provided primarily by the sale of general obligation bonds and developer contributions.

The Debt Service Fund — is used to account for the acquisition of resources for, and the payment of, general long-term debt principal and interest, and related costs.

The Colleyville Economic Development Fund — is used to account for the use of bond proceeds and sales tax revenues for municipal park improvements, the purchase of land and equipment for additional neighborhood parks and for the construction of a community center and library.

The Grant fund — is used to account for grant related activity.

The Colleyville Tomorrow Fund — is used to account for proceeds received on gas leases from City-owned property to be used for capital purchases.

Additionally, the City also reports the following funds:

Special Revenue Funds — accounts for the revenues and expenditures associated with a special project or purpose.

Proprietary Funds

Proprietary Funds are used to account for activities that are similar to those often found in the private sector. The measurement focus is upon determination of net income and capital maintenance.

The City reports the following major Proprietary Funds:

The Water and Wastewater Fund — is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises — where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. This fund is used to account for water and wastewater operations.

The Drainage Utility Fund — is used to account for the establishment and maintenance of drainage facilities within the municipal boundaries of the City. All activities necessary to provide such facilities are accounted for in this fund, included but not limited to, administration, operations, maintenance, billing and collections.

Fiduciary Funds

Custodial Funds are used to account for assets held by the City in a trustee capacity or as an agent on behalf of others. Certain Custodial Funds were previously reported as agency funds, see Note 14 for details of this change in accounting principle. The City has two Fiduciary Funds: Employee Activity and the Police Asset Forfeiture Fund. These funds are held for the benefit of City employees and to account for assets seized in criminal-related activities held until remittance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and wastewater function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenue reported for the various functions concerned.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenue. Likewise, general revenue includes all taxes.

Proprietary Funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a Proprietary Fund's principal ongoing operations. The principal operating revenues of the City's Enterprise Funds are charges to customers for sales and services. Operating expenses for Enterprise Funds include the cost of sales and services, administrative expenses, and depreciation/amortization on capital assets/right to use assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

D. Cash and Cash Equivalents and Investments

For purposes of the statement of cash flows, the Enterprise Fund considers all highly liquid investments (investments with original maturities less than 90 days, including restricted assets) to be cash equivalents.

The City's cash and cash equivalents are considered to be cash on hand and demand deposits. Investments for the City are reported at fair value, except for the position in investment pools. The City's investment in pools are reported at the net asset value per share (which approximates fair value) or amortized cost.

E. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

The allowance for uncollectible accounts receivable for utility billing is estimated as a percentage of sales calculated based on historical experience. Ambulance receivables in excess of 180 days comprise the ambulance allowance for uncollectables. The allowance for uncollectable accounts for capias warrants is set at 90% of outstanding receivables.

Property taxes are imposed nonexchange revenues. Assets from imposed nonexchange transactions are recorded when the entity has enforceable legal claim to the asset, or when the entity receives resources, whichever comes first. The enforceable legal claim date for property taxes is the assessment date. The assessment date has been designated in the enabling legislation as of October 1. The City's property tax is levied on the assessed value listed as of the prior January 1. Taxes are due upon receipt of the tax bill. All unpaid taxes become delinquent if not paid before February 1 of the current fiscal year.

F. Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of expendable supplies and vehicle repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

G. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment is depreciated/amortized using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	15-50
Improvements	20-50
Equipment	5-10
Infrastructure (streets and drainage)	50
Water distribution/sewer collection	5-40

H. Compensated Absences

City employees are granted vacation and sick pay in varying amounts. In the event of termination, an employee is paid for all accumulated, unused vacation. Vacation pay is accrued as it vests to the employee. Sick pay is recorded when paid or upon retirement when a maximum of 90 days is paid. All vacation and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements.

I. Leases

The City is a lessee for a noncancellable leases of equipment, and is also a lessor for noncancellable leases of cell towers and other property. Effective October 1, 2021, the City implemented GASB Statement No. 87, *Leases*, which required the recognition of certain lease assets and liabilities for leases that previously were classified as operating or capital leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

Lessee –

The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements.

At implementation of GASB Statement No. 87, the City initially measured the lease and financing lease liabilities at the present value of payments expected to be made during the remaining lease term. Subsequently, the lease liabilities are reduced by the principal portion of lease payments made. The lease right-to-use asset was initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease right-to use asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a re-measurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

Lessor—

The City recognizes a lease receivable and deferred inflow of resources in the government-wide, governmental funds and proprietary funds financial statements.

At implementation of GASB Statement No. 87, the City measured the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

J. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, the face amount of debt issued is reported as other financing sources for the governmental fund types.

For governmental fund types, bond premiums and discounts, as well as issuance costs, are recognized during the current period. Bond proceeds are reported as another financing source. Issuance costs, even if withheld from the actual net proceeds received, are reported as expenditures. For proprietary fund types, bond premiums and discounts, as well as issuance costs, are charged to current operations rather than being deferred and amortized due to the relatively immaterial effect on the basic financial statements taken as a whole.

K. Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. Nonspendable items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by resolution of the City Council, the City's highest level of decision making authority. These amounts cannot be used for any other purpose unless the Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This is done through resolution of the City Council. This intent can be expressed by the Finance Director.

Unassigned: This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

L. Minimum Unassigned Fund Balance

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

M. Deficit Fund Balance

At September 30, 2022, the Grants Fund, a major governmental fund, had a deficit fund balance of \$413,237. The fund incurred expenditures under a grant that was not reimbursed in a timely manner under the modified accrual basis of accounting to be included in revenue. However, the City anticipates receiving reimbursement for these grants in fiscal year 2023.

N. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

O. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Pension/OPEB contributions after measurement date — These contributions are deferred and recognized in the following fiscal year.

Difference in projected and actual earnings on pension assets and OPEB liabilities — This difference is deferred and amortized over a closed five year period.

Difference in expected actual pension/OPEB experience — This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has one type of item, which arises only under a modified accrual basis of accounting, which qualifies for reporting in this category.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from four sources: property taxes, municipal fines and ambulance fees, and a note payable from the component unit. These amounts are deferred and recognized as an inflow of resources in that period that the amounts become available. The City also had a deferred inflow of resources for the following:

Difference in projected and actual earnings on pension assets and OPEB liabilities – The difference will be amortized over a closed five year period.

Deferred inflows related to leases – The inflows will be recognized as they are received over the life of the lease receivables.

P. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

Q. Risk Management

Insurance coverage for property, liability and workers' compensation is provided by the Texas Municipal League Intergovernmental Risk Pool, a state insurance pool. Contributions to the Risk Pool for workers' compensation are based on the City's past claims history. The Risk Pool is self-sustaining through members' contributions and maintains insurance to limit risk of loss with an external insurance company. Settlement claims have not exceeded aggregate limits in the past three fiscal years.

R. Pensions

For purposes of measuring the net pension asset, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the City's Net Pension Asset is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

S. Other Post-Employment Benefits

For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information has been determined based on the City's actuary report. For this purpose, OPEB expense recognized each fiscal year is equal to the change in the total OPEB liability from the beginning of the year to the end of the year, adjusted for deferred recognition of certain changes in the liability. Benefit payments are treated as being equal to the employer's yearly contributions for retirees. Information regarding the City's Total OPEB Liability is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

T. Subsequent Events

The City has reviewed its financial statements and evaluated subsequent events for the period of time from its year ended September 30, 2022 through March 16, 2023, the date the financial statements were issued. Management is not aware of any subsequent events, other than those described below, that would require recognition or disclosure in the accompanying financial statements.

- On November 15, 2022, the City issued \$10,030,000 of Combination Tax and Revenue Certificates of Obligation, Series 2022 for the purpose of paying contractual obligations to be incurred for constructing, improving, renovating, and equipping park and recreation facilities, including the acquisition of land therefor, and professional services rendered in connection therewith.

Note 2. Stewardship, Compliance and Accountability

Budgetary Information

The City Council follows these procedures in establishing budgetary data reflected in the basic financial statements:

1. Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to September 30, the budget is legally enacted through passage of an ordinance.
4. The City Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.
5. Formal budgetary integration is employed as a management control device during the year for the General, Colleyville Economic Development Fund, Crime District Fund, Debt Service, and Enterprise Funds. Budgetary control is maintained at the fund level. Internal budgets prepared for various boards are reviewed by the City Council for expenditures of other Special Revenue Funds. These budgeted expenditures are not formally adopted by the City Council.
6. Budgets for the General and the Debt Service Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Formal budgeted amounts are as amended by the City Council for the General, Colleyville Economic Development Fund, Crime City Fund, Debt Service and Enterprise Funds.
7. Budgetary data for the Capital Projects Fund has not been presented in the accompanying basic financial statements, as such funds are budgeted over the life of the respective project and not on an annual basis. Accordingly, formal budgetary integration of the Capital Projects Fund is not employed and comparison of actual results of operations to budgetary data for such fund is not presented.
8. Budgetary data for the Enterprise and Drainage Utility Funds has not been presented since the reporting on such budgets is not legally required.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Note 3. Deposits and Investments

In fiscal year 2016, the City adopted GASB Statement No. 72 (GASB 72), *Fair Value Measurement and Application*. GASB 72 was issued to address accounting and financial reporting issues related to fair value measurements.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

As of September 30, 2022, the City held the following fair value measurements:

	Value at September 30, 2022	Fair Value Measurements			Percent of Total Investments	Weighted Average Maturity (Days)
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs		
City:						
Cash and cash equivalents:						
Cash deposits - City	\$ 11,947,543	\$ -	\$ -	\$ -		
Petty Cash - City	2,612					
Cash deposits - trust and agency	23,108	-	-	-		
Investments not subject to fair value:						
Investment pools:						
TexPool	19,136,412	-	-	-	31%	38
TexStar	4,801,200	-	-	-	8%	39
Texas CLASS	4,892,411	-	-	-	8%	22
LOGIC	1,381,135	-	-	-	2%	54
Investments in certificates of deposits:						
Certificates of deposits	9,505,389	-	9,505,389	-		
Investments by fair value level:						
Federal Farm Credit Bonds	10,474,443	-	10,474,443	-	17%	100
Total cash and investments of the city	62,164,253	-	19,979,832	-		
Component unit:						
Cash and cash equivalents:						
Cash deposits	857,672	-	-	-		
Investments in certificates of deposits:						
Certificates of deposits	597	-	597	-		
Total cash and investments of the component unit	858,269	-	597	-		
Total cash and investments of the reporting entity	\$ 63,022,522	\$ -	\$ 19,980,429	\$ -		

City of Colleyville, Texas
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The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the City to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit.

Statutes authorize the City to invest in (1) obligations of the U. S. Treasury, certain U. S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) Mutual Funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds. The Act also requires the City to have independent auditors perform test procedures related to investment practices as provided by the Act. The City is in substantial compliance with the requirements of the Act and with local policies.

Investment Pools are measured at amortized cost or net asset value and are exempt from fair value reporting and therefore have been excluded from the hierarchy. Certificates of Deposit are reported as investments in the Statement of Net Position and are measured with Level 2 inputs on the fair value hierarchy. U.S. Government Agency Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

The amounts for TexStar, Texas CLASS, LOGIC and TexPool (pooled investments) are reported as investments in the Statement of Net Position.

TexPool is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA rated money market mutual funds.

The investment pool transacts at a net asset value of \$1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

Texas CLASS is an external investment pool measured at fair value, i.e. net asset value. The investment pool's strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool's authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool's liquidity. The Texas CLASS portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; AAA rated money market mutual funds; and commercial paper.

City of Colleyville, Texas
Notes to the Basic Financial Statements

LOGIC is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

LOGIC's investment objectives are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of \$1.00 per share.

LOGIC may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; SEC-registered money-market fund rated in the highest rating category by at least one nationally recognized statistical rating organization (NRSRO); and commercial paper as authorized under the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

TexSTAR is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

The primary objectives of TexSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants' needs, and yield. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of \$1.00 per share. TexSTAR may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; and SEC-registered no-load money-market fund which meet the requirements of the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

Interest Rate Risk. In accordance with its investment policy, the government manages its exposure to declines in fair market values by limiting the average dollar weighted maturity of its investment portfolios to a maximum of 540 days.

Custodial Credit Risk. The City maintains a cash and investment pool that combines cash of the various funds in order to maximize investment opportunities. The City's policy and state statutes require that all deposits in financial institutions be insured by the Federal Depository Insurance Corporation (FDIC) or fully collateralized as per the Public Funds Collateral Act. The City's deposits were fully insured or collateralized as required by state statutes as of September 30, 2022.

Credit Risk. It is the City's policy to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The City's assets in investments meet the requirements as noted above.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Note 4. Receivables

Receivables as of year-end for the government's individual major funds, nonmajor funds and enterprise funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds				Enterprise Funds		Total
	General	Debt Service	Capital Projects	Grant	Water and Sewer	Drainage Fee	
Receivables:							
Accounts	\$ 496,569	\$ -	\$ -	\$ 203,725	\$ 3,628,849	\$ 131,865	\$ 4,461,008
Taxes	1,309,415	25,350	-	-	-	-	1,334,765
Loans	118,500	-	15,134,261	-	-	-	15,252,761
Leases	238,322	-	-	-	-	-	238,322
Gross receivables	2,162,806	25,350	15,134,261	203,725	3,628,849	131,865	21,286,856
Less allowance	340,960	-	-	-	47,953	-	388,913
Net total receivables	\$ 1,821,846	\$ 25,350	\$ 15,134,261	\$ 203,725	\$ 3,580,896	\$ 131,865	\$ 20,897,943

The City's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real property and certain personal property located in the City. The assessed value, net of exemptions, upon which the fiscal 2022 levy was based, was \$6,161,836,618.

Property taxes are limited by the Texas constitution to \$2.50 per \$100 of assessed valuation and by City Charter to \$1.50 per \$100 valuation. Also, the tax rate set per budget year shall not result in property tax revenue increase greater than seven percent of the total property tax revenue collected in the preceding budget year, adjusted for new construction, unless authorized by the voters of the City at a special election. The combined tax rate to finance general governmental service and debt service for the year ended September 30, 2022, was \$0.291778 per \$100 of assessed valuation.

Taxes are due by January 31 following the levy date. Tax collections, including related penalties and interest, was \$17,130,486 for the year ended September 30, 2022. Property taxes receivable at September 30, 2022, were \$241,294.

The appraisal of property within the City is the responsibility of a countywide appraisal City as required by legislation passed by the Texas Legislature. The appraisal City is required under such legislation to assess all property within the appraisal City on the basis of 100% of its appraised value and is prohibited from applying any assessment ratios. The value of property within the appraisal City must be reviewed every three years; however, the City may, at its own expense, require annual reviews of appraised values. The City may challenge appraised values established by the appraisal City through various appeals and, if necessary, legal action.

In 2012, the City extended a loan in the amount of \$200,000 to The Londoner Pub to fund some improvements to the restaurant. The loan, which bears no interest, was restructured in 2020 and is receivable in monthly installments of \$750. The balance of the loan was \$118,500 as of September 30, 2022.

City of Colleyville, Texas
Notes to the Basic Financial Statements

During the year ended September 30, 2021, the primary government loaned \$10 million to discretely presented component unit, Colleyville Tax Increment Financing Reinvestment Zone Number One (the TIF), and during the year ended September 30, 2022, the City loaned an additional \$5,134,261. The purpose of the loan was to assist the TIF in cash-funding large scale capital improvements. As of September 30, 2022, the outstanding balance was \$15,134,261.

The TIF will repay the loan in installments beginning in the 2024 fiscal year, with the full balance due in the 2028 fiscal year. The loan will bear interest at 0%.

As of September 30, 2022, the expected lease receivable receipts through the expiration of the leases for which the City is a lessor are as follows:

Fiscal Years Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2023	\$ 89,015	\$ 4,836	\$ 93,851
2024	73,000	2,910	75,910
2025	51,350	1,450	52,800
2026	24,957	579	25,536
2027	-	-	-
Total	\$ 238,322	\$ 9,775	\$ 248,097

Note 5. Capital Assets

Capital asset activity for the year ended September 30, 2022, was as follows:

Primary Government

	Beginning Balance	Capital Acquisitions	Sales or Disposals	Adjustments/ Transfers	Ending Balance
Governmental activities:					
Capital assets not being depreciated/amortized:					
Land	\$ 9,178,641	\$ -	\$ -	\$ -	\$ 9,178,641
Construction-in-progress	4,701,098	4,254,365	-	(3,478,886)	5,476,577
Total capital assets not being depreciated/amortized	13,879,739	4,254,365	-	(3,478,886)	14,655,218
Capital assets being depreciated/amortized:					
Buildings and building improvements	54,606,970	-	-	1,595,466	56,202,436
Machinery and Equipment	14,853,817	416,245	(1,067,822)	189,635	14,391,875
Right to use leased assets	1,390,260	387,168	-	-	1,777,428
Improvements other than buildings	110,508,766	701,058	-	1,693,785	112,903,609
Total capital assets being depreciated/amortized	181,359,813	1,504,471	(1,067,822)	3,478,886	185,275,348
Accumulated depreciation/amortization:					
Buildings and building improvements	(26,607,622)	(1,703,754)	-	-	(28,311,376)
Machinery and Equipment	(11,501,754)	(1,086,397)	1,067,822	-	(11,520,329)
Right to use leased assets	(481,546)	(409,513)	-	-	(891,059)
Improvements other than buildings	(38,774,279)	(2,258,673)	-	-	(41,032,952)
Total accumulated depreciation/amortization	(77,365,201)	(5,458,337)	1,067,822	-	(81,755,716)
Total capital assets being depreciated/ amortized, net	103,994,612	(3,953,866)	-	3,478,886	103,519,632
Governmental activities capital assets, net	\$ 117,874,351	\$ 300,499	\$ -	\$ -	\$ 118,174,850

City of Colleyville, Texas
Notes to the Basic Financial Statements

Primary Government—Continued

	Beginning Balance	Capital Acquisitions	Sales or Disposals	Adjustments/ Transfers	Ending Balance
Business-Type activities:					
Capital assets not being depreciated:					
Land	\$ 304,839	\$ -	\$ -	\$ -	\$ 304,839
Construction in progress	3,055,761	860,314	-	(2,663,461)	1,252,614
Total capital assets not being depreciated	3,360,600	860,314	-	(2,663,461)	1,557,453
Capital assets being depreciated:					
Buildings and building improvements	60,859	42,300	-	-	103,159
Machinery and equipment	2,806,093	156,962	(52,032)	-	2,911,023
Improvements other than buildings	86,441,334	772,473	-	2,663,461	89,877,268
Total capital assets being depreciated	89,308,286	971,735	(52,032)	2,663,461	92,891,450
Accumulated depreciation:					
Buildings and building improvements	(140,219)	(1,872)	-	-	(142,091)
Machinery and equipment	(1,939,114)	(221,253)	52,032	-	(2,108,335)
Improvements other than buildings	(44,638,820)	(2,010,710)	-	-	(46,649,530)
Total accumulated depreciation	(46,718,153)	(2,233,835)	52,032	-	(48,899,956)
Total capital assets being depreciated, net	42,590,133	(1,262,100)	-	2,663,461	43,991,494
Business type activities capital assets, net	\$ 45,950,733	\$ (401,786)	\$ -	\$ -	\$ 45,548,947

Component Unit

	Beginning Balance	Capital Acquisitions	Sales or Disposals	Adjustments/ Transfers	Ending Balance
Component unit activities:					
Capital assets not being depreciated:					
Land	\$ 17,104,291	\$ -	\$ -	\$ -	\$ 17,104,291
Construction-in-progress	19,982,916	11,469,403	-	(5,232,765)	26,219,554
Total capital assets not being depreciated	37,087,207	11,469,403	-	(5,232,765)	43,323,845
Capital assets being depreciated:					
Right to use leased assets	305,652	-	-	-	305,652
Improvements other than buildings	21,943,664	558,368	-	5,232,765	27,734,797
Total capital assets being depreciated	22,249,316	558,368	-	5,232,765	28,040,449
Accumulated depreciation:					
Right to use leased assets	(61,130)	(66,688)	-	-	(127,818)
Improvements other than buildings	(2,429,323)	(1,193,144)	-	-	(3,622,467)
Total accumulated depreciation	(2,490,453)	(1,259,832)	-	-	(3,750,285)
Total capital assets being depreciated, net	19,758,863	(701,464)	-	5,232,765	24,290,164
Component unit activities capital assets, net	\$ 56,846,070	\$ 10,767,939	\$ -	\$ -	\$ 67,614,009

City of Colleyville, Texas
Notes to the Basic Financial Statements

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 522,381
Public safety	1,238,726
Public works	2,601,201
Culture and recreation	<u>1,096,029</u>
Total depreciation and amortization expense - governmental activities	<u>\$ 5,458,337</u>
Business-type activities:	
Water and sewer	\$ 2,074,165
Drainage utility	<u>159,670</u>
Total depreciation and amortization expense - business-type activities	<u>\$ 2,233,835</u>

Construction Commitments

The government has active construction projects as of September 30, 2022. The major projects are listed as follows:

Project	Spent-to-date	Remaining Commitment
Bedford Road Trail	\$ 50,500	\$ 66,850
Bransford Road Trail	11,540	17,040
Cheek-Sparger Road Improvements	4,078,266	25,694
City Hall & Library Interior Renovation	706,929	30,000
Colleyville Gateways	2,897,823	4,840,839
Drainage Master Plan	289,593	149,260
Exterior City Hall & Justice Center	105,680	555,322
Fire Station 3 Emergency Generator	11,492	46,309
Glade Rd Ph II - Construction	11,642,997	2,070,343
Glade at Bluebonnett	690,815	870,005
John McCain Culvert	20,858	68,979
Justice Center Exterior Site Improvements	737,552	62,924
Misc. Drainage Projects	387,584	300,000
Nature Center Trail	343,158	44,542
Overland Park - Playground Area	86,191	86,191
Public Works Facility Renovation	1,149,879	60,531
Quail Court & Woodbriar Improvements	216,403	137,189
Roberts Road Reconstruction	444,927	24,318
Senior Center/Multi Generational Facility Renovation	1,711,375	2,261,103
SH26 Beautification	5,879,414	322,842
Small Sidewalk Segments/Trails	529,233	1,340
Tinker Road Reconstruction	307,657	67,342
Waste Water Project 5: Quails Path	509,631	2,624
Water Project #18: Pecan Park	139,250	23,950
Total	<u>\$ 32,948,747</u>	<u>\$ 12,135,537</u>

Note 6. Interfund Transactions

Interfund balances reflect payments made by one fund on behalf of another fund for which cash settlement has not been made as of the end of the accounting period. As of September 30, 2022 interfund balances outstanding were as follows:

	Due to			Total
	General	Capital Projects	Water and Wastewater Funds	
Due From				
General fund	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000
Grant fund	70,000	-	400,000	470,000
Total	\$ 70,000	\$ 2,800,000	\$ 400,000	\$ 3,270,000

The composition of interfund transfers as of September 30, 2022, is as follows:

	Transfer in			Total
	General	Capital Projects	Nonmajor Government Funds	
Transfer out:				
General fund	\$ -	\$ 9,238,989	\$ 514,706	\$ 9,753,695
Nonmajor governmental funds	-		10,000	10,000
Water and wastewater	304,739	-	-	304,739
Total	\$ 304,739	\$ 9,238,989	\$ 524,706	\$ 10,068,434

The most significant interfund transfers include the transfers of \$9,238,989 and \$514,706 from the General Fund to the Capital Projects fund and one Nonmajor Government fund, respectively, which represent transfers for capital replacement.

The \$304,739 from the water and wastewater fund to the General Fund is a budgeted transfer for the fund's share of administrative expenses.

Note 7. Long-term Liabilities

General Obligation Bonds

The government issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. The original amount of general obligation bonds issued in prior years was \$35,540,000.

General obligation bonds are direct obligations and pledge the full faith and credit of the government. These bonds generally are issued as 20-year serial bonds with equal amounts of principal maturing each year.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Long-term liability activity for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amount Due within One Year
Governmental activities:					
General obligation bonds and certificates of obligation	\$ 2,700,000	\$ -	\$ (425,000)	\$ 2,275,000	\$ 435,000
Bond premiums	172,787	-	(42,917)	129,870	-
Financed purchase liabilities	950,475	-	(310,552)	639,923	270,468
Lease liabilities	130,576	16,488	(50,185)	96,879	48,327
Compensated absences	1,894,794	164,227	(822,300)	1,236,721	234,150
Net pension liability	215,335	-	(215,335)	-	-
Total OPEB liability	679,027	41,572	-	720,599	-
Total governmental activities	\$ 6,742,994	\$ 222,287	\$ (1,866,289)	\$ 5,098,992	\$ 987,945
Business-type activities:					
Compensated absences	\$ 285,707	\$ 23,962	\$ (60,373)	\$ 225,334	\$ 19,684
Net pension liability	26,143	-	(26,143)	-	-
Total OPEB liability	97,886	5,993	-	103,879	-
Total business-type activities	\$ 409,736	\$ 29,955	\$ (86,516)	\$ 329,213	\$ 19,684

For the governmental activities, compensated absences are generally liquidated by the General Fund.

	Beginning Balance	Additions	Reductions	Ending Balance	Amount Due within One Year
Component unit activities					
Loans payable	\$ 10,000,000	\$ 5,134,261	\$ -	\$ 15,134,261	\$ -
Lease liabilities	236,271	-	(61,350)	174,921	64,825
Total component unit activities	\$ 10,236,271	\$ 5,134,261	\$ (61,350)	\$ 15,309,182	\$ 64,825

Long-term liabilities at September 30, 2022, consisted of the following:

General Obligation Bonds and Certificates of Obligation	Final Maturity	Interest Rates	Governmental	Business- Type
\$6,225,000 Series 2016, General Obligation Refunding Bonds	2027	2.0 - 3.0%	\$ 2,275,000	\$ -
			<u>\$ 2,275,000</u>	<u>\$ -</u>

The ordinances authorizing the issuance of Waterworks and Wastewater System Revenue Bonds created the Interest and Sinking Fund and Reserve Fund. The gross revenue of the waterworks and wastewater system, after deduction of reasonable expenses of operations and maintenance, are pledged to such funds in amounts equal to the total annual principal and interest requirements of the bonds and amounts required to maintain the Reserve Fund. At September 30, 2022, the City was in compliance with these requirements.

Governmental-type Activities

General Obligation Bonds and Certificates of Obligation

Fiscal Years Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2023	\$ 435,000	\$ 43,325	\$ 478,325
2024	445,000	32,350	477,350
2025	455,000	23,350	478,350
2026	465,000	14,150	479,150
2027	475,000	4,750	479,750
Total	\$ 2,275,000	\$ 117,925	\$ 2,392,925

Financed Purchases

The City is a lessee for a noncancellable financed purchase leases of equipment whose terms range from 3 to 5 years and incur interest at rates between 2.69% and 3.69%. The lease liabilities totaled \$639,923 as of September 30, 2022.

The underlying assets related to the leases are classified as machinery and equipment. The amortized value of the right-to-use assets as of the end of the current fiscal year was \$973,998. Lease amortization expense has been included in depreciation/amortization expense for the year ended September 30, 2022.

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2022, were as follows:

Fiscal Years Ending September 30,	Governmental Activities
2023	\$ 289,185
2024	169,185
2025	169,185
2026	48,485
Total minimum lease payments	676,040
Less: amount representing interest	(676,040)
Present value of minimum lease payments	\$ -

City of Colleyville, Texas
Notes to the Basic Financial Statements

Lease Liabilities

The City is a lessee for several noncancellable leases of equipment whose terms last three to six years, bearing interest at their implicit rate of 2.32% Effective October 1, 2021, the City implemented GASB Statement No. 87, Leases. At implementation of this statement, the City initially measured the lease liability at the present value of payments expected to be made during the remaining lease term. The annual requirements to amortize lease liabilities outstanding at September 30, 2022 are as follows:

Fiscal Years Ending September 30,	Governmental Activities
2023	\$ 50,006
2024	30,926
2025	15,836
2026	2,941
Total minimum lease payments	99,709
Less: amount representing interest	540,214
Present value of minimum lease payments	\$ 639,923

Lease Liabilities of the TIF

The TIF is a lessee for a noncancellable lease of property that bears interest at 2.32% for its five year term. Effective October 1, 2021, the City implemented GASB Statement No. 87, Leases. At implementation of this statement, the City initially measured the lease liability at the present value of payments expected to be made during the remaining lease term. The annual requirements to amortize lease liabilities outstanding at September 30, 2022 are as follows:

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Fiscal Years Ending September 30,	Governmental Activities
2023	\$ 68,201
2024	70,261
2025	41,995
Total minimum lease payments	180,457
Less: amount representing interest	(5,536)
Present value of minimum lease payments	\$ 174,921

Note 8. Defined Benefit Pension Policies

Plan Descriptions

The City participates as one of 901 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Comprehensive Annual Financial Report (Annual Report) that can be obtained at tmrs.com.

City of Colleyville, Texas
Notes to the Basic Financial Statements

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

A summary of plan provisions for the City are as follows:

Employee deposit rate	7%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	Twenty years to any age, five years at age 60 and above
Updated service credit	100% repeating, transfers
Annuity increase to retirees	0% of CPI

Employees Covered by Benefit Terms

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit –terms:

Inactive employees or beneficiaries currently receiving benefits	163
Inactive employees entitled to but not yet receiving benefits	153
Active employees	<u>184</u>
	<u>500</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contributions rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 9.57% and 9.96% in calendar years 2021 and 2022, respectively. The city's contributions to TMRS for the year ended September 30, 2022, were \$1,513,292, and were equal to the required contributions.

Net Pension Liability/(Asset)

The City's Net Pension Liability/(Asset) was measured as of December 31, 2021, and the Total Pension Liability/(Asset) used to calculate the Net Pension Liability/(Asset) was determined by an actuarial valuation as of that date.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Actuarial Assumptions

The Total Pension Liability/(Asset) in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a four-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of arithmetic real rates of return for each major assets class in fiscal year 2021 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global equity	35.0%	7.55%
Core fixed income	6.0%	2.00%
Non-core fixed income	20.0%	5.68%
Other public and private mark	12.0%	7.22%
Real estate	12.0%	6.85%
Hedge funds	5.0%	5.35%
Private equity	10.0%	10.00%
Total	100.0%	

City of Colleyville, Texas
Notes to the Basic Financial Statements

Discount Rate

The discount rate used to measure the Total Pension Liability/(Asset) was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability/(Asset).

Changes in the Net Pension Liability/(Asset)

	Total Pension Liability(Asset) (a)	Plan Fiduciary Net Position (b)	Net Pension Liability(Asset) (a) - (b)
Balance at December 31, 2020	\$ 69,269,965	\$ 69,028,487	\$ 241,478
Changes for the year:			
Service cost	2,348,736	-	2,348,736
Interest	4,647,079	-	4,647,079
Change of benefit terms	-	-	-
Difference between expected and actual experience	375,286	-	375,286
Changes of assumptions	-	-	-
Contributions - employer	-	1,412,852	(1,412,852)
Contributions - employee	-	1,053,245	(1,053,245)
Net investment income	-	8,998,028	(8,998,028)
Benefit payments, including refunds of employee contributions	(3,197,440)	(3,197,440)	-
Administrative expense	-	(41,637)	41,637
Other changes	-	285	(285)
Net changes	4,173,661	8,225,333	(4,051,672)
Balance at December 31, 2021	\$ 73,443,626	\$ 77,253,820	\$ (3,810,194)

The following presents the net pension liability/(asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one-percentage-point lower (5.75%) or one-percentage-higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Net pension liability(asset)	\$ 6,395,194	\$ (3,810,194)	\$ (12,230,028)

City of Colleyville, Texas
Notes to the Basic Financial Statements

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at www.tmr.org.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

For the year ended September 30, 2022, the City recognized pension expense of \$591,346. The General Fund, Capital Projects Fund, Colleyville Economic Development Fund, Water and Sewer Fund, Drainage Utility Fund, Crime City Fund, and Juvenile Case Manager Fund have been used to liquidate pension liabilities.

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 957,994	\$ -
Changes in actuarial assumptions	65,175	-
Difference between projected and actual investment earnings	-	(4,617,888)
Contributions subsequent to the measurement date	1,104,470	-
Total	\$ 2,127,639	\$ (4,617,888)

\$1,104,470 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability/(asset) for the measurement year ending December 30, 2021 (i.e. recognized in the City's financial statements for the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Years Ended December 30,	Net Deferred Outflows (Inflows) of Resources
2022	\$ (173,627)
2023	(1,659,198)
2024	(894,173)
2025	(867,721)
2026	-
Total	\$ (3,594,719)

Note 9. Other Postemployment Benefits

Plan Description

The City also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the TMRS known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee’s annual salary (calculated based on the employee’s actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an “other post-employment benefit,” or OPEB.

Membership in the plan at December 31, 2021, the date of the latest actuarial valuation, consists of the following:

Inactive employees currently receiving benefits	107
Inactive employees entitled to but not yet receiving benefits	18
Active employees	184
Total	309

Valuation of Assets

For purposes of calculating the Total OPEB Liability, the plan is considered to be unfunded and therefore no assets are accumulated for OPEB.

Actuarial Assumptions:

The OPEB Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Discount rate	1.84%

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a four-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

City of Colleyville, Texas
Notes to the Basic Financial Statements

Discount Rate

Because the Supplemental Death Benefits Fund is considered an unfunded trust under GASB Statement No. 75, the relevant discount rate for calculating the Total OPEB Liability is based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of the measurement date.

	OPEB Liability
Balance at December 31, 2020	\$ 776,913
Changes for the year:	
Service cost	40,625
Interest	15,809
Change of benefit terms	-
Difference between expected and actual experience	(20,857)
Changes of assumptions	25,530
Benefit payments, including refunds of employee contributions	(13,542)
Net changes	47,565
Balance at December 31, 2021	\$ 824,478

The following presents the OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one-percentage-point lower (0.84%) or one-percentage-higher (2.84%) than the current rate:

	1% Decrease in Discount 0.84%	Discount Rate 1.84%	1% Increase in Discount 2.84%
Total OPEB liability	\$ 1,010,499	\$ 824,478	\$ 680,633

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB.

For the year ended September 30, 2022, the City recognized OPEB expense of \$88,449. The General Fund, Capital Projects Fund, Colleyville Economic Development Fund, Water and Sewer Fund, Drainage Utility Fund, Crime City Fund, and Juvenile Case Manager Fund have been used to liquidate OPEB liabilities.

City of Colleyville, Texas
Notes to the Basic Financial Statements

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (26,758)
Changes in assumptions and other inputs	157,232	(14,866)
Contributions made subsequent to measurement date	3,327	-
Total	\$ 160,559	\$ (41,624)

\$3,237 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability for the measurement year ending December 30, 2021 (i.e. recognized in the City's financial statements for the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending December 30,	Net Deferred Outflows (Inflows) of Resources
2022	\$ 32,015
2023	29,085
2024	28,706
2025	22,285
2026	3,458
Thereafter	59
Total	\$ 115,608

Note 10. Water and Wastewater Contracts

The City has two contracts with the Trinity River Authority of Texas (TRA) for the purchase of treated water and for the transportation, treatment and disposal of sanitary sewage and other waste. The initial term of the contracts are 35 years (water – April 2014) and 50 years (wastewater – November 2023), however both contain language that they will continue in effect until all related bonds and refunding bonds in lieu of debt have been paid. While the provisions of each of the contracts vary, each contract basically requires the City to pay varying amounts based on the costs associated with water purchased and sewage transported and/or treated and disposed. The cost includes the City's proportionate share of TRA's operating and maintenance expenses, related debt service costs, and certain other miscellaneous charges. Purchases of treated water and charges for the transportation, treatment and disposal of sewage and other wastes during fiscal year 2022 amounted to approximately \$11,072,869 and \$3,157,906, respectively.

Note 11. Contingent Liabilities

The City has been named as a defendant or co-defendant in a number of legal actions. While the outcome of these cases is not known at this time, City management believes that any awards to insured parties which must be paid in excess of amounts covered by insurance will not be material to the financial position of the City.

Note 12. Risk Financing and Insurance

The City is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the fiscal year 1974, the City joined the Texas Municipal League Workers Compensation Joint Insurance Fund for risks related to employees. During the fiscal year 1992, the City joined the Texas Municipal League Joint Insurance Fund for risks related to general liability, property and errors and omissions. Premiums are paid to the Pool, which retains a limit of loss. Reinsurance companies insure the risks beyond those limits. The City retains, as a risk, only the deductible amount of each policy. There have been no significant reductions in insurance coverage and no settlements exceeded insurance coverage in the past three fiscal years.

Note 13. Tax Abatements

The City negotiates Chapter 380 sales tax rebate agreements on an individual basis. The City has tax rebate agreements with one entity as of September 30, 2022. The agreement states that the company desires to purchase and use new building materials within the City to generate additional sales and use tax revenue for the City. There were no sales taxes rebated under this agreement for the year ended September 30, 2022.

Note 14. New Accounting Pronouncements

The GASB pronouncements effective in fiscal year 2022 and future fiscal years are listed as follows:

In June 2017, GASB issued Statement No. 87, Leases. This Statement requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows or outflows of resources based on the payment provisions of the contract. The City and the TIF (the City's discretely presented component unit) implemented this Statement in fiscal year 2022, resulting in \$778,137 and \$8,251 increases to beginning net position balances, respectively, representing the cumulative effect of the change in accounting standard for the governmental and component unit activities.

In December 2019, GASB issued Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. This Statement requires that interest costs incurred before the end of a construction period be recognized as expenses in the period in which the costs are incurred. As a result, the interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. This Statement is effective for the fiscal year ending September 30, 2022, but did not require any restatements or material changes to the City's financial reporting.

City of Colleyville, Texas
Notes to the Basic Financial Statements

The GASB issued Statement No. 92, Omnibus 2020. This Statement establishes accounting and financial reporting requirements for specific issues related to leases, intensity transfers of assets, postemployment benefits, government acquisitions, risk financing and insurance-related activities of public entity risk pools, fair value measurements, and derivative instruments. This Statement is effective for the fiscal year ending September 30, 2022 but did not require any restatements or material changes to the City's financial reporting.

The GASB issued Statement No. 93, Replacement of Interbank Offered Rates. This Statement establishes accounting and financial reporting requirements related to the replacement of IBORs in hedging derivative instruments and leases. This Statement is effective for the fiscal year ending September 30, 2022, but did not require any restatements or material changes to the City's financial reporting.

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, improves financial reporting by addressing these relationships and availability payment arrangements. This Statement will be effective for the City in the fiscal year ending September 30, 2023. The City is currently evaluating the impact of this Statement.

GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA), provides guidance on the accounting and financial reporting of contractual arrangements. It defines SBITA; establishes that a SBITA results in a right-to-use subscription asset; provides capitalization criteria; and requires note disclosures. This Statement will be effective for the City in the fiscal year ending September 30, 2023. The City is currently evaluating the impact of this Statement.

The GASB issued Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. This Statement modifies the applicability of certain component unit criteria as they relate to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans. This Statement is effective for the fiscal year ending September 30, 2022, but did not require any restatements or material changes to the City's financial reporting.

GASB Statement No. 99, Omnibus 2022, enhances comparability in accounting and financial reporting and improves the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. The requirements of this Statement related to extension of use of London Interbank Offered Rate (LIBOR), accounting for Supplemental Nutrition Assistance Program (SNAP) distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement No. 34, as amended and terminology updates related to Statements No. 53 and 63 are effective immediately and implemented in the current year. All other requirements of this Statement will be effective for the City in the fiscal years ending September 30, 2023 and 2024. The City is currently evaluating the impact of this Statement.

City of Colleyville, Texas
Notes to the Basic Financial Statements

GASB Statement No. 100, Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62, enhances the accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent and comparable information for making decisions or assessing accountability. The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The City has implemented this Statement. GASB Statement No. 101, Compensated Absences, will better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will be effective for the City in the fiscal year ending September 30, 2025. The City is currently evaluating the impact of this Statement.

GASB Statement No. 101, Compensated Absences, will better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. The City is currently evaluating the impact of this Statement.

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Required Supplementary Information

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Budgetary Comparison Schedules

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City of Colleyville, Texas

Exhibit A-1

General Fund

Budgetary Comparison Schedule (GAAP Basis)

For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	\$ 22,118,000	\$ 22,118,000	\$ 23,073,252	\$ 955,252
Fines and forfeitures	586,000	586,000	731,183	145,183
Licenses, permits and fees	885,000	885,000	929,415	44,415
Intergovernmental	194,318	194,318	194,318	-
Charges for services	1,466,533	1,466,533	1,665,903	199,370
Grants/Contributions	-	-	2,728,151	2,728,151
Investment earnings (losses)	25,000	25,000	(74,321)	(99,321)
Miscellaneous	60,100	60,100	168,898	108,798
TOTAL REVENUES	25,334,951	25,334,951	29,416,799	4,081,848
EXPENDITURES				
Current:				
General government	4,787,088	4,787,088	4,738,555	48,533
Community development and engineering	1,588,377	1,588,377	1,551,442	36,935
Fire and rescue	6,718,293	6,718,293	6,692,324	25,969
Leisure services	2,407,337	2,407,337	2,284,832	122,505
Maintenance	779,861	779,861	712,425	67,436
Municipal court	546,905	546,905	480,884	66,021
Police services	5,178,800	5,178,800	5,138,559	40,241
Streets and drainage	1,078,437	1,078,437	866,110	212,327
Capital outlay	30,340	30,340	77,984	(47,644)
TOTAL EXPENDITURES	23,115,438	23,115,438	22,543,115	572,323
Excess of revenues over expenditures	2,219,513	2,219,513	6,873,684	4,654,171
OTHER FINANCING SOURCES (USES)				
Proceeds from the sale of property	20,000	20,000	49,141	29,141
Transfers in	304,739	304,739	304,739	-
Transfers out	(2,014,706)	(9,753,695)	(9,753,695)	-
TOTAL OTHER FINANCING SOURCES (USES)	(1,689,967)	(9,428,956)	(9,399,815)	29,141
NET CHANGE IN FUND BALANCE	529,546	(7,209,443)	(2,526,131)	4,683,312
FUND BALANCES, beginning of year	10,917,370	10,917,370	10,917,370	-
FUND BALANCES, end of year	\$ 11,446,916	\$ 3,707,927	\$ 8,391,239	\$ 4,683,312

See Notes to the Budgetary Comparison Schedules

City of Colleyville, Texas**Exhibit A-2**

Colleyville Economic Development Fund
 Budgetary Comparison Schedule (GAAP Basis)
 For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	\$ 2,150,000	\$ 2,150,000	\$ 2,583,813	\$ 433,813
Investment earnings	10,000	10,000	28,053	18,053
Miscellaneous	225,000	225,000	255	(224,745)
Total revenues	2,385,000	2,385,000	2,612,121	227,121
EXPENDITURES				
General government	217,000	217,000	306,502	(89,502)
Leisure services	1,141,975	1,141,975	964,004	177,971
Capital outlay	1,228,653	1,228,653	1,078,220	150,433
Total expenditures	2,587,628	2,587,628	2,348,726	238,902
Excess (deficiency) of revenues over (under) expenditures	(202,628)	(202,628)	263,395	466,023
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	(5,000,000)	(5,000,000)	-	5,000,000
Total other financing sources (uses)	(5,000,000)	(5,000,000)	-	5,000,000
Net change in fund balance	(5,202,628)	(5,202,628)	263,395	5,466,023
FUND BALANCE, beginning of year	6,217,460	6,217,460	6,217,460	-
FUND BALANCE, end of year	\$ 1,014,832	\$ 1,014,832	\$ 6,480,855	\$ 5,466,023

City of Colleyville, Texas

Notes to the Budgetary Comparison Schedules
For the Fiscal Year Ended September 30, 2022

Budgetary Data

The City Council adheres to the following procedures in establishing the budgets reflected in the financial statements:

1. Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayers' comments.
3. Prior to September 30, the budget is legally enacted through passage of an ordinance.
4. Annual budgets are legally adopted for the General Fund, Debt Service Fund, the Colleyville Economic Development Fund, and the Crime City Fund all on a basis consistent with accounting principles generally accepted in the United States of America. Formal budgetary integration is not employed for Proprietary Funds. However, the City does adopt an annual budget for those funds for managerial control. Budgetary data for the Capital Projects Fund has not been presented in the budgetary comparison schedules, as such funds are budgeted over the life of the respective project and not on an annual basis. Accordingly, formal budgetary integration is not employed for the Capital Projects Funds.
5. The City Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.
6. Expenditures in excess of appropriations for the year ended September 30, 2022 were:

General Fund:	
Capital Outlay	(\$47,644)
Colleyville Economic Development Fund	
General Government	(\$89,502)

- The General Fund capital outlay expenditures exceeded appropriations by \$47,644 because of unbudgeted expenditures made for radios to meet operational needs, and floor scrubbers for the Colleyville Center.
- The Colleyville Economic Development Fund (CEDC) general government expenditures exceeded appropriations by \$89,502 primarily due to overspending on special events such as Stars and Guitars and the Tree Lighting.

City of Colleyville, Texas

Exhibit A-3

Schedule of Changes in Net Pension Liability and Related Ratios Texas Municipal Retirement System Last Eight Measurement Years

	Measurement Year 2021	Measurement Year 2020	Measurement Year 2019	Measurement Year 2018	Measurement Year 2017	Measurement Year 2016	Measurement Year 2015	Measurement Year 2014
Total pension liability:								
Service cost	\$ 2,348,736	\$ 2,314,748	\$ 2,114,121	\$ 2,067,935	\$ 2,045,941	\$ 1,920,420	\$ 1,820,192	\$ 1,598,908
Interest	4,647,079	4,338,383	4,016,942	3,748,186	3,528,308	3,302,291	3,149,676	2,938,763
Changes of benefit terms	-	-	-	-	-	-	-	-
Difference between expected and actual experience	375,286	897,140	943,948	713,928	19,139	205,568	(55,444)	136,216
Change in assumptions	-	-	282,429	-	-	-	937,119	-
Benefit payments, including refunds of employee contributions	(3,197,440)	(2,790,558)	(2,600,777)	(2,542,340)	(2,151,523)	(2,133,755)	(1,814,665)	(1,728,299)
Net change in total pension liability	4,173,661	4,759,713	4,756,663	3,987,709	3,441,865	3,294,524	4,036,878	2,945,588
Total pension liability - beginning	69,269,965	64,510,252	59,753,589	55,765,880	52,324,015	49,029,491	44,992,613	42,047,025
Total pension liability - ending (a)	73,443,626	69,269,965	64,510,252	59,753,589	55,765,880	52,324,015	49,029,491	44,992,613
Plan fiduciary net position:								
Contributions - employer	1,412,852	1,330,792	1,159,312	1,159,516	1,082,013	922,484	903,631	745,874
Contributions - employee	1,053,245	1,042,009	948,036	920,251	898,468	851,897	822,553	763,324
Net investment income	8,998,028	4,901,713	8,718,902	(1,757,178)	7,166,092	3,298,224	72,103	2,657,437
Benefit payments, including refunds of employee contributions	(3,197,440)	(2,790,558)	(2,600,777)	(2,542,340)	(2,151,523)	(2,133,755)	(1,814,665)	(1,728,299)
Administrative expense	(41,637)	(31,719)	(49,271)	(33,959)	(37,136)	(37,249)	(43,918)	(27,747)
Other	285	(1,238)	(1,480)	(1,774)	(1,882)	(2,007)	(2,170)	(2,281)
Net change in plan fiduciary net position	8,225,333	4,450,999	8,174,722	(2,255,484)	6,956,032	2,899,594	(62,466)	2,408,308
Plan fiduciary net position - beginning	69,028,487	64,577,488	56,402,766	58,658,250	51,702,218	48,802,624	48,865,090	46,456,782
Plan fiduciary net position - ending (b)	77,253,820	69,028,487	64,577,488	56,402,766	58,658,250	51,702,218	48,802,624	48,865,090
Net pension liability (asset) - ending (a) - (b)	\$ (3,810,194)	\$ 241,478	\$ (67,236)	\$ 3,350,823	\$ (2,892,370)	\$ 621,797	\$ 226,867	\$ (3,872,477)
Plan fiduciary net position as a percentage of total pension liability (asset)	105.19%	99.65%	100.10%	94.39%	105.19%	98.81%	99.54%	108.61%
Covered payroll	\$ 15,046,358	\$ 14,885,841	\$ 13,543,374	\$ 13,146,439	\$ 12,835,255	\$ 12,169,964	\$ 11,750,753	\$ 10,904,635
Net pension liability(asset) as a percentage of covered payroll	-25.32%	1.62%	-0.50%	25.49%	-22.53%	5.11%	1.93%	-35.51%

Note: Only eight years of data is presented in accordance with GASB #68, paragraph 138. "The information for all period for the 10-year schedules that are required to be presented as required supplementary information may be available initially. In these cases, during the transition period, that information should be presented for as many periods as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement. Additional years' information will be displayed as it becomes available."

City of Colleyville, Texas
Schedule of Contributions
Texas Municipal Retirement System
Last Nine Fiscal Years

Exhibit A-4

	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2014
Actuarially determined contribution	\$ 1,513,292	\$ 1,352,700	\$ 2,197,460	\$ 2,596,092	\$ 1,538,670	\$ 1,048,848	\$ 941,907	\$ 868,363	\$ 738,034
Contribution in relation of the actuarially determined contribution	1,513,292	1,352,700	2,197,460	2,596,092	1,538,670	1,048,848	941,907	868,363	738,034
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 15,360,973	\$ 14,821,499	\$ 14,213,930	\$ 13,389,846	\$ 13,188,135	\$ 12,528,384	\$ 12,281,471	\$ 11,640,489	\$ 10,707,890
Contributions as a percentage of covered payroll	9.85%	9.13%	15.46%	19.39%	11.67%	8.37%	7.67%	7.46%	6.89%

Note: GASB #68, paragraph 81.2.b requires that the data in this schedule be presented as of the City's fiscal year as opposed to the time period covered by the measurement date.

Note: Only nine years of data is presented in accordance with GASB #68, paragraph 138. "The information for all period for the 10-year schedules that are required to be presented as required supplementary information may be available initially. In these cases, during the transition period, that information should be presented for as many periods as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement. Additional years' information will be displayed as it becomes available."

City of Colleyville, Texas

Notes to Texas Municipal Retirement System- Net Pension Liability Required Supplementary Information For the Fiscal Year Ended September 30, 2022

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	23 years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.5% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.
Other Information	There were no benefit changes during the year.

City of Colleyville, Texas

Exhibit A-5

Schedule of Changes in Total OPEB Liability and Related Ratios Texas Municipal Retirement System Last Five Years

	Measurement Year 2021	Measurement Year 2020	Measurement Year 2019	Measurement Year 2018	Measurement Year 2017
Total OPEB liability:					
Service cost	\$ 40,625	\$ 32,749	\$ 23,024	\$ 26,293	\$ 21,820
Interest	15,809	17,646	18,777	16,950	16,399
Changes of benefit terms	-	-	-	-	-
Difference between expected and actual experience	(20,857)	(3,392)	(9,503)	(5,282)	-
Change in assumptions	25,530	106,857	102,645	(38,274)	41,681
Benefit payments, including refunds of employee contributions	(13,542)	(4,466)	(4,063)	(3,944)	(3,851)
Net changes	47,565	149,394	130,880	(4,257)	76,049
Net OPEB liability - beginning	776,913	627,519	496,639	500,896	424,847
Net OPEB liability - ending	<u>\$ 824,478</u>	<u>\$ 776,913</u>	<u>\$ 627,519</u>	<u>\$ 496,639</u>	<u>\$ 500,896</u>
Covered payroll	\$ 15,046,358	\$ 14,885,841	\$ 13,543,374	\$ 13,146,439	\$ 12,835,255
Net OPEB liability as a percentage of covered payroll	5.48%	5.22%	4.63%	3.78%	3.90%

Note: Only five years of data is presented in accordance with GASB #75. "The information for all period for the 10-year schedules that are required to be presented as required supplementary information may be available initially. In these cases, during the transition period, that information should be presented for as many periods as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement. Additional years' information will be displayed as it becomes available."

City of Colleyville, Texas

Notes to Texas Municipal Retirement System- OPEB Liability

Required Supplementary Information

For the Fiscal Year Ended September 30, 2022

Inflation	2.50%
Salary Increases	3.50% to 11.5% including inflation
Discount Rate*	1.84%
Retirees' share of benefit-related cost	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year setforward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

* The discount rate was based on the Fidelity Index's "20-year Municipal GO AA Index" rates as of December 31, 2021.

Combining and Individual Fund Financial Statements and Schedules

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City of Colleyville, Texas**Exhibit B-1**

Debt Service Fund

Budgetary Comparison Schedule (GAAP Basis)

For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 621,500	\$ 621,500	\$ 619,275	\$ (2,225)
Investment earnings	6,000	6,000	6,452	452
Total revenues	627,500	627,500	625,727	(1,773)
EXPENDITURES				
Principal retirement	764,173	764,173	735,551	28,622
Interest and fiscal charges	57,725	57,725	85,596	(27,871)
Total expenditures	821,898	821,898	821,147	751
Deficiency of revenues under expenditures	(194,398)	(194,398)	(195,420)	(1,022)
Net change in fund balance	(194,398)	(194,398)	(195,420)	(1,022)
FUND BALANCE, beginning of year	1,066,797	1,066,797	1,066,797	-
FUND BALANCE, end of year	<u>\$ 872,399</u>	<u>\$ 872,399</u>	<u>\$ 871,377</u>	<u>\$ (1,022)</u>

Non-Major Governmental Funds

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Voluntary Park — This fund is used to account for the operations for which voluntary contributions by citizens are used. Contributions are used primarily to support park activities.

Voluntary Library — This fund is used to account for the operations for which voluntary contributions by citizens are used. Contributions are used primarily to support library activities.

Sesquicentennial Fund – This fund is used to account for sales of the City's Sesquicentennial anniversary history book. Sales proceeds are used to benefit of the City of Colleyville's historical purposes.

Tree Preservation — This fund is used to account for operations related to replacement of trees, which are eliminated due to commercial development. Contributions are received from entities that are developing the property.

Library Donation — This fund is used to account for private and corporate donations for capital purchases related to the library building for the City.

Recreational Event — This fund is used to account for activities related to special events for the City.

LEOSE (Law Enforcement Officer Standards and Education) — This fund is used to account for activities related to the continuing education of qualified law enforcement officers as funded by the State of Texas LEOSE Account.

Crime District — This fund is used to account for the Colleyville Crime Control and Prevention City formed to act on behalf of the City for financing the development of crime control throughout the City.

Special Donations — This fund is used to account for various donations made to the City for specific projects.

Court Technology — This fund is used to account for the collection and use of fines collected to be specifically used on technology for the court.

Court Security — This fund is used to account for the collection and use of fines collected to be specifically used for court security purposes.

Public Art — This fund is used to account for the acquisition of art to be placed in City owned facilities with high public visibility.

Juvenile Case Manager — This fund is used to account for staff, whose primary role is handling juvenile defendants in terms of teen court dockets, all school violations including truancy, failure to attend school and parental noncompliance violations, and mandatory classes for drug, tobacco and alcohol defendants, as permitted by state statute.

Hotel Tax Fund — This fund is used to account for all hotel occupancy tax revenues which are restricted by state statute and can only be used on expenditures related to tourism activities.

Capital Projects Funds

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

Parks Tomorrow Fund — This fund is used to account for proceeds received on gas leases on City-owned parks property for parks capital projects.

Park Land Dedication Fund — This fund is used to account for the acquisition of land for new park sites and to make improvements to or expand existing parks to better serve new development. Fees collected from the developers of residential and commercial development finance the improvements.

Vehicle/Equipment Replacement — This fund is used to account for the replacement of vehicle and other capital equipment.

City of Colleyville, Texas
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2022

	Special Revenue				
	Voluntary Park	Voluntary Library	Sesquicentennial Fund	Tree Preservation	Library Donation
ASSETS					
Cash and cash equivalents	\$ 179,204	\$ 58,610	\$ 19,178	\$ 21,100	\$ 68,759
Investments	1,101,953	498,489	3,346	255,551	-
Due from other governments	-	-	-	-	-
Accrued interest	-	-	-	-	-
TOTAL ASSETS	\$ 1,281,157	\$ 557,099	\$ 22,524	\$ 276,651	\$ 68,759
LIABILITIES AND FUND BALANCES					
LIABILITIES					
Accounts payable	\$ 17,437	\$ 653	\$ -	\$ -	\$ -
Accrued liabilities	-	-	-	-	-
TOTAL LIABILITIES	17,437	653	-	-	-
FUND BALANCES					
Restricted	-	-	22,524	-	68,759
Committed	1,263,720	556,446	-	276,651	-
Assigned	-	-	-	-	-
TOTAL FUND BALANCES	1,263,720	556,446	22,524	276,651	68,759
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,281,157	\$ 557,099	\$ 22,524	\$ 276,651	\$ 68,759

Special Revenue

Recreational Event	LEOSE	Crime District	Special Donations
\$ 21,468	\$ 373	\$ 370,307	\$ 45,619
-	-	2,449,412	-
-	-	450,975	-
-	-	616	-
<u>\$ 21,468</u>	<u>\$ 373</u>	<u>\$ 3,271,310</u>	<u>\$ 45,619</u>
\$ -	\$ -	\$ 8,692	\$ 1,294
-	-	42,281	-
<u>-</u>	<u>-</u>	<u>50,973</u>	<u>1,294</u>
-	373	3,220,337	44,325
-	-	-	-
21,468	-	-	-
<u>21,468</u>	<u>373</u>	<u>3,220,337</u>	<u>44,325</u>
<u>\$ 21,468</u>	<u>\$ 373</u>	<u>\$ 3,271,310</u>	<u>\$ 45,619</u>

City of Colleyville, Texas
Non-Major Governmental Fund
Combining Balance Sheet
September 30, 2022

	Special Revenue				
	Court Technology	Court Security	Public Art	Juvenile Case Manager	Hotel Tax Fund
ASSETS					
Cash and cash equivalents	\$ 856	\$ 27,934	\$ 2,033	\$ 78,331	\$ 12,839
Investments	9,181	14,740	6,131	-	114,315
Due from other governments	7,051	24,296	-	-	41,838
Accrued interest	-	-	-	-	-
TOTAL ASSETS	\$ 17,088	\$ 66,970	\$ 8,164	\$ 78,331	\$ 168,992
LIABILITIES AND FUND BALANCES					
LIABILITIES					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	-	-	-	-	7,050
TOTAL LIABILITIES	-	-	-	-	7,050
FUND BALANCES					
Restricted	17,088	66,970	-	78,331	161,942
Committed	-	-	-	-	-
Assigned	-	-	8,164	-	-
TOTAL FUND BALANCES	17,088	66,970	8,164	78,331	161,942
TOTAL LIABILITIES AND FUND BALANCES	\$ 17,088	\$ 66,970	\$ 8,164	\$ 78,331	\$ 168,992

Capital Projects			
Parks Tomorrow	Park Land Dedication	Vehicle/ Equipment Replacement	Total Non-Major Governmental Funds
\$ 19,708	\$ 29,482	\$ 246,025	\$ 1,201,826
882,845	608,418	1,521,126	7,465,507
-	-	-	524,160
-	-	-	616
<u>\$ 902,553</u>	<u>\$ 637,900</u>	<u>\$ 1,767,151</u>	<u>\$ 9,192,109</u>
\$ -	\$ -	\$ 629	\$ 28,705
-	-	-	49,331
-	-	629	78,036
-	-	-	3,680,649
902,553	637,900	-	3,637,270
-	-	1,766,522	1,796,154
<u>902,553</u>	<u>637,900</u>	<u>1,766,522</u>	<u>9,114,073</u>
<u>\$ 902,553</u>	<u>\$ 637,900</u>	<u>\$ 1,767,151</u>	<u>\$ 9,192,109</u>

City of Colleyville, Texas

Non-Major Governmental Funds

Combining Statement of Revenues, Expenditures and Changes In Fund Balances

For the Fiscal Year Ended September 30, 2022

	Special Revenue				
	Voluntary Park	Voluntary Library	Sesquicentennial Fund	Tree Preservation	Library Donation
REVENUES					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	-	-	-	11,000	-
Intergovernmental	-	-	-	-	-
Grants/contributions	180,641	180,642	-	-	28,057
Investment earnings	7,509	3,223	22	1,653	-
Miscellaneous	-	-	194	-	-
Total revenues	188,150	183,865	216	12,653	28,057
EXPENDITURES					
Current:					
General government	-	-	-	-	-
Fire and rescue	-	-	-	-	-
Leisure services	24,925	166,122	-	-	19,303
Municipal court	-	-	-	-	-
Police services	-	-	-	-	-
Capital outlay	86,192	-	-	-	-
Total expenditures	111,117	166,122	-	-	19,303
Excess (deficiency) of revenues over expenditures	77,033	17,743	216	12,653	8,754
OTHER FINANCING SOURCES (USES)					
Proceeds from financing leases	-	-	-	-	-
Proceeds from the sale of property	-	-	-	-	-
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-
NET CHANGE IN FUND BALANCES	77,033	17,743	216	12,653	8,754
FUND BALANCES, BEGINNING OF YEAR	1,186,687	538,703	22,308	263,998	60,005
FUND BALANCES, END OF YEAR	\$ 1,263,720	\$ 556,446	\$ 22,524	\$ 276,651	\$ 68,759

Special Revenue			
Recreational Event	LEOSE	Crime District	Special Donations
\$ -	\$ -	\$ 2,524,850	\$ -
-	-	-	-
-	3,207	-	-
5,633	-	134,530	22,297
-	-	9,240	-
-	-	2,549	-
5,633	3,207	2,671,169	22,297
-	-	-	-
-	885	-	13,303
-	-	-	2,263
-	-	-	-
-	2,549	1,608,707	-
-	-	466,542	-
-	3,434	2,075,249	15,566
5,633	(227)	595,920	6,731
-	-	11,220	-
-	-	-	-
-	-	-	-
-	-	(10,000)	-
-	-	1,220	-
5,633	(227)	597,140	6,731
15,835	600	2,623,197	37,594
\$ 21,468	\$ 373	\$ 3,220,337	\$ 44,325

City of Colleyville, Texas

Non-Major Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

For the Fiscal Year Ended September 30, 2022

	Special Revenue				
	Court Technology	Court Security	Public Art	Juvenile Case Manager	Hotel Tax Fund
REVENUES					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ 200,156
Fines and forfeitures	21,167	25,713	-	26,559	-
Intergovernmental	28,204	36,868	-	-	-
Grants/contributions	-	-	-	-	-
Investment earnings	57	95	39	-	831
Miscellaneous	-	-	-	-	-
Total revenues	49,428	62,676	39	26,559	200,987
EXPENDITURES					
Current:					
General government	-	-	-	-	-
Fire and rescue	-	-	-	-	-
Leisure services	-	-	-	-	284,605
Municipal court	51,948	26,988	-	-	-
Police services	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total expenditures	51,948	26,988	-	-	284,605
Excess (deficiency) of revenues over expenditures	(2,520)	35,688	39	26,559	(83,618)
OTHER FINANCING SOURCES (USES)					
Proceeds from financing leases	-	-	-	-	-
Proceeds from the sale of property	-	-	-	-	-
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-
NET CHANGE IN FUND BALANCES	(2,520)	35,688	39	26,559	(83,618)
FUND BALANCES, BEGINNING OF YEAR	19,608	31,282	8,125	51,772	245,560
FUND BALANCES, END OF YEAR	\$ 17,088	\$ 66,970	\$ 8,164	\$ 78,331	\$ 161,942

Capital Projects			
Parks Tomorrow	Park Land Dedication	Vehicle/ Equipment Replacement	Total Non-Major Governmental Funds
\$ -	\$ -	\$ -	\$ 2,725,006
-	-	-	84,439
-	-	-	68,279
-	-	26,105	577,905
6,507	4,011	10,573	43,760
-	7,208	-	9,951
6,507	11,219	36,678	3,509,340
-	-	117,298	117,298
-	-	-	14,188
-	-	-	497,218
-	-	-	78,936
-	-	-	1,611,256
49,748	55,499	138,673	796,654
49,748	55,499	255,971	3,115,550
(43,241)	(44,280)	(219,293)	393,790
-	-	5,268	16,488
-	-	79,120	79,120
-	-	524,706	524,706
-	-	-	(10,000)
-	-	609,094	610,314
(43,241)	(44,280)	389,801	1,004,104
945,794	682,180	1,376,721	8,109,969
\$ 902,553	\$ 637,900	\$ 1,766,522	\$ 9,114,073

City of Colleyville, Texas
Exhibit B-4

Crime District Fund

Budgetary Comparison Schedule (GAAP Basis)

For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 2,000,000	\$ 2,000,000	\$ 2,524,850	\$ 524,850
Investment earnings	1,200	1,200	9,240	8,040
Grants/Contributions	-	-	134,530	134,530
Miscellaneous	-	-	2,549	2,549
Total revenues	2,001,200	2,001,200	2,671,169	669,969
EXPENDITURES				
Police services	1,694,420	1,694,420	1,608,707	85,713
Capital outlay	531,151	531,151	466,542	64,609
Total expenditures	2,225,571	2,225,571	2,075,249	150,322
Excess of revenues over expenditures	(224,371)	(224,371)	595,920	820,291
OTHER FINANCING SOURCES (USES)				
Lease proceeds	-	-	11,220	11,220
Transfers out	(10,000)	(10,000)	(10,000)	-
Total other financing sources (uses)	(10,000)	(10,000)	1,220	11,220
Net change in fund balance	(234,371)	(234,371)	597,140	831,511
FUND BALANCE, beginning of year	2,623,197	2,623,197	2,623,197	-
FUND BALANCE, end of year	<u>\$ 2,388,826</u>	<u>\$ 2,388,826</u>	<u>\$ 3,220,337</u>	<u>\$ 831,511</u>

Custodial Funds

The Custodial Funds are used to account for resources held for others in a custodial capacity. The City maintains the following Custodial Funds:

Employee Activity Fund – This fund is used to account for funds held by the City for the benefit of employees of the City.

Police Asset Forfeiture —This fund is used to account for funds received from the sale of assets seized in criminal-related activities held until their remittance.

City of Colleyville, Texas**Exhibit C-1****Statement of Fiduciary Net Position -
Employee Activity Fund and Police Asset Forfeiture Fund
September 30, 2022**

	Employee Activity Fund	Police Asset Forfeiture Fund	Total
ASSETS			
Cash and cash equivalents	\$ 8,579	\$ 14,529	\$ 23,108
Investments	-	9,256	9,256
TOTAL ASSETS	8,579	23,785	32,364
LIABILITIES			
Accounts payable	150	-	150
Total liabilities	150	-	150
NET POSITION			
Restricted for other purposes	8,429	23,785	32,214
TOTAL NET POSITION	\$ 8,429	\$ 23,785	\$ 32,214

City of Colleyville, Texas**Exhibit C-2**

Statement of Changes in Fiduciary Net Position -
Employee Activity Fund and Police Asset Forfeiture Fund
For the Fiscal Year Ended September 30, 2022

	Employee Activity Fund	Police Asset Forfeiture Fund	Total
ADDITIONS			
Contributions	\$ 5,446	\$ -	\$ 5,446
Forfeitures	-	1,683	1,683
Investment earnings	-	109	109
Other additions	3,193	1,355	4,548
TOTAL ADDITIONS	8,639	3,147	11,786
DEDUCTIONS			
Operating expenses	3,801	16,312	20,113
TOTAL DEDUCTIONS	3,801	16,312	20,113
CHANGE IN NET POSITION	4,838	(13,165)	(8,327)
Net position, beginning	3,591	36,950	40,541
NET POSITION, ENDING	\$ 8,429	\$ 23,785	\$ 32,214

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Statistical Section

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Statistical Section

This part of the City of Colleyville Annual Comprehensive financial report present detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents:

Financial Trends Information.....	110
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These schedules contain trend information intended to help the reader understand how the City's financial position has changed over time.

Revenue Capacity Information	116
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These schedules contain information intended to help the reader assess the City's most significant revenue source, property taxes.

Debt Capacity Information	121
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These schedules contain information intended to assist users in understanding and assessing the City's current levels of outstanding debt and the ability to issue additional debt.

Demographic and Economic Information	126
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These schedules provide demographic and economic indicators intended to help the readers understand the socioeconomic environment within which the City's financial activities take place.

Operating Information	129
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These schedules provide contextual information about the City's operations and resources intended to assist readers in using financial statement information to understand and assess the City's economic condition.

City of Colleyville, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	Fiscal Year				
	2013	2014	2015	2016	2017
Governmental activities					
Net investment in capital assets	\$ 84,414,252	\$ 89,754,051	\$ 98,958,693	\$ 97,982,160	\$ 99,881,334
Restricted for:					
Debt service	857,143	831,073	744,295	692,093	612,641
Court Security and technology	101,411	109,766	154,901	215,142	158,853
Grant programs	16,489	9,190	9,844	10,751	11,530
Leisure services	207,770	224,064	233,472	233,290	353,561
Economic development	2,277,373	2,733,995	2,975,894	3,456,897	4,221,531
Police	1,223,271	1,403,502	1,485,735	1,485,771	1,560,027
Historical purposes	-	-	-	-	-
Unrestricted	27,113,566	30,119,775	34,519,503	36,767,262	35,773,373
Total governmental activities net position	\$ 116,211,275	\$ 125,185,416	\$ 139,082,337	\$ 140,843,366	\$ 142,572,850
Business-type activities					
Net investment in capital assets	\$ 39,269,943	\$ 41,567,161	\$ 44,823,618	\$ 44,010,618	\$ 44,123,735
Unrestricted	13,702,724	14,827,594	15,260,882	17,263,830	19,185,890
Total business-type activities net position	\$ 52,972,667	\$ 56,394,755	\$ 60,084,500	\$ 61,274,448	\$ 63,309,625
Primary government					
Net investment in capital assets	\$ 123,684,195	\$ 131,321,212	\$ 143,782,311	\$ 141,992,778	\$ 144,005,069
Restricted for:					
Debt service	857,143	831,073	744,295	692,093	612,641
Court Security and technology	101,411	109,766	154,901	215,142	158,853
Grant programs	16,489	9,190	9,844	10,751	11,530
Leisure services	207,770	224,064	233,472	233,290	353,561
Economic development	2,277,373	2,733,995	2,975,894	3,456,897	4,221,531
Police	1,223,271	1,403,502	1,485,735	1,485,771	1,560,027
Historical purposes	-	-	-	-	-
Unrestricted	40,816,290	44,947,369	49,780,385	54,031,092	54,959,263
Total primary governmental net position	\$ 169,183,942	\$ 181,580,171	\$ 199,166,837	\$ 202,117,814	\$ 205,882,475
Source: Comprehensive Annual Financial Report					

Table 1

Fiscal Year				
2018	2019	2020	2021	2022
\$ 100,382,597	\$ 101,081,404	\$ 106,590,088	\$ 113,142,374	\$ 114,903,231
1,936,893	1,476,905	1,116,977	1,059,604	876,349
74,767	63,506	72,041	102,662	162,389
1,554	74,119	4,520	1,431	-
564,555	612,500	509,204	343,159	275,026
4,471,253	4,150,118	4,479,889	6,217,460	6,480,855
1,455,308	1,318,021	1,693,079	2,623,797	3,220,710
-	-	-	23,308	22,524
35,878,519	35,780,949	35,586,831	36,262,212	41,673,134
<u>\$ 144,765,446</u>	<u>\$ 144,557,522</u>	<u>\$ 150,052,629</u>	<u>\$ 159,776,007</u>	<u>\$ 167,614,218</u>
\$ 43,560,389	\$ 42,652,195	\$ 44,311,565	\$ 45,950,733	\$ 45,548,947
22,400,538	24,441,942	24,163,534	23,453,069	26,918,581
<u>\$ 65,960,927</u>	<u>\$ 67,094,137</u>	<u>\$ 68,475,099</u>	<u>\$ 69,403,802</u>	<u>\$ 72,467,528</u>
\$ 143,942,986	\$ 143,733,599	\$ 150,901,653	\$ 159,093,107	\$ 160,452,178
1,936,893	1,476,905	1,116,977	1,059,604	876,349
74,767	63,506	72,041	102,662	162,389
1,554	74,119	4,520	1,431	-
564,555	612,500	509,204	343,159	275,026
4,471,253	4,150,118	4,479,889	6,217,460	6,480,855
1,455,308	1,318,021	1,693,079	2,623,797	3,220,710
-	-	-	-	22,524
58,279,057	60,222,891	59,750,365	59,715,281	68,591,715
<u>\$ 210,726,373</u>	<u>\$ 211,651,659</u>	<u>\$ 218,527,728</u>	<u>\$ 229,156,501</u>	<u>\$ 240,081,746</u>

City of Colleyville, Texas
Changes in Net Position, Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	Fiscal Year				
	2013	2014	2015	2016	2017
Expenses					
Governmental activities:					
General government	\$ 4,075,001	\$ 4,103,928	\$ 4,676,185	\$ 4,449,317	\$ 4,881,741
Community development and engineering	1,429,755	1,613,311	1,582,461	1,558,750	1,672,823
Fire	4,529,225	4,625,036	5,264,026	4,783,421	5,524,975
Leisure services	4,106,822	3,776,068	4,042,252	4,701,443	4,987,965
Maintenance	494,545	575,696	684,301	689,861	1,243,614
Municipal court	586,709	501,604	522,422	448,420	606,269
Police	4,961,444	5,019,343	5,681,698	5,734,116	6,093,309
Streets and drainage	5,322,510	4,128,365	4,404,701	5,150,390	3,578,365
Interest on long-term debt	724,458	717,045	536,161	614,159	408,268
Total governmental activities expenses	26,230,469	25,060,396	27,394,207	28,129,877	28,997,329
Business-type activities:					
Water and sewer	12,544,530	13,238,893	14,055,232	13,995,038	14,779,262
Drainage	707,647	571,886	833,599	563,268	646,145
Total business-type activities expenses	13,252,177	13,810,779	14,888,831	14,558,306	15,425,407
Total primary government expenses	\$ 39,482,646	\$ 38,871,175	\$ 42,283,038	\$ 42,688,183	\$ 44,422,736
Program revenues					
Governmental activities:					
Charges for Services:					
General government	\$ 15,000	\$ 15,000	\$ 17,500	\$ 15,075	\$ 338,857
Community development	927,690	1,387,329	1,587,038	1,356,581	1,148,293
Fire and rescue	308,339	377,021	327,264	387,705	340,630
Leisure services	501,260	510,991	503,098	505,203	553,633
Municipal court	1,271,095	1,268,447	1,474,485	1,306,924	1,181,280
Police	70,513	71,022	75,415	93,566	98,859
Streets and drainage	316,338	347,565	802,551	794,169	634,918
Operating grants and contributions	468,361	486,689	450,559	514,845	507,616
Capital grants and contributions	1,158,050	5,943,465	7,712,266	319,541	1,302,174
Total governmental activities program revenues	5,036,646	10,407,529	12,950,176	5,293,609	6,106,260
Business-type activities:					
Charges for services:					
Water and sewer	14,661,491	14,789,641	15,800,163	15,499,159	15,956,329
Drainage	928,863	939,868	948,565	954,642	985,636
Operating grants and contributions					
Capital grants and contributions	876,660	2,707,835	2,362,261	43,104	481,413
Total business-type activities program revenues	16,467,014	18,437,344	19,110,989	16,496,905	17,423,378
Total primary government program revenues	\$ 21,503,660	\$ 28,844,873	\$ 32,061,165	\$ 21,790,514	\$ 23,529,638
Net (expenses) revenue					
Governmental activities	\$ (21,193,823)	\$ (14,652,867)	\$ (14,444,031)	\$ (22,836,268)	\$ (22,891,069)
Business-type activities	3,214,837	4,626,565	4,222,158	1,938,599	1,997,971
Total primary government net expenses	\$ (17,978,986)	\$ (10,026,302)	\$ (10,221,873)	\$ (20,897,669)	\$ (20,893,098)
General revenues and other changes in net position					
Governmental activities:					
Taxes:					
Property taxes	\$ 12,497,692	\$ 12,950,832	\$ 13,493,621	\$ 13,790,347	\$ 14,548,461
Franchise taxes	2,074,731	2,172,801	2,319,723	2,206,890	2,105,881
Sales taxes	5,902,557	6,472,195	6,705,914	7,252,963	7,304,507
Other	68,592	98,160	107,977	106,607	263,587
Interest on investments	77,269	39,697	100,843	142,343	148,933
Gain (Loss) on sale of capital assets	-	810,020	-	51,849	17,000
Transfers	1,112,540	1,180,292	1,178,590	895,668	63,319
Miscellaneous	85,562	61,643	82,873	150,630	168,865
Total governmental activities	21,818,943	23,785,640	23,989,541	24,597,297	24,620,553
Business-type activities:					
Interest on investments	38,987	23,655	52,480	76,014	100,525
Gain (Loss) on sale of capital assets	103,437	40,814	5,062	71,003	-
Transfers	(1,112,540)	(1,180,292)	(1,178,590)	(895,668)	(63,319)
Miscellaneous	-	-	-	-	-
Total business-type activities	(970,116)	(1,115,823)	(1,121,048)	(748,651)	37,206
Total primary government	\$ 20,848,827	\$ 22,669,817	\$ 22,868,493	\$ 23,848,646	\$ 24,657,759
Change in net position					
Governmental activities	\$ 625,120	\$ 9,132,773	\$ 9,545,510	\$ 1,761,029	\$ 1,729,484
Business-type activities	2,244,721	3,510,742	3,101,110	1,189,948	2,035,177
Total primary government	\$ 2,869,841	\$ 12,643,515	\$ 12,646,620	\$ 2,950,977	\$ 3,764,661

Source: Comprehensive Annual Financial Report

Table 2

Fiscal Year				
2018	2019	2020	2021	2022
\$ 5,330,690	\$ 5,791,827	\$ 5,788,907	\$ 5,668,238	\$ 4,974,336
1,387,909	1,398,052	1,609,571	1,591,996	1,567,235
5,690,454	6,192,307	6,437,928	6,740,521	7,126,677
4,271,760	4,710,673	4,569,933	4,499,889	4,668,826
738,834	770,762	729,754	775,477	695,435
595,879	575,098	579,980	638,025	559,820
6,634,046	6,749,202	7,204,613	6,978,311	7,276,394
4,009,383	6,181,453	4,647,801	4,696,395	4,561,627
334,839	300,840	240,231	111,944	30,510
28,993,794	32,670,214	31,808,718	31,700,796	31,460,860
15,257,125	15,463,642	17,054,796	16,334,509	19,205,539
740,994	863,826	730,346	812,505	719,298
15,998,119	16,327,468	17,785,142	17,147,014	19,924,837
\$ 44,991,913	\$ 48,997,682	\$ 49,593,860	\$ 48,847,810	\$ 51,385,697
\$ 35,684	\$ 29,800	\$ 14,488	\$ 28,033	\$ 27,857
1,447,081	1,361,965	1,399,114	1,131,498	1,215,522
378,019	397,646	397,612	399,288	480,541
563,228	521,448	228,218	453,096	531,775
1,110,960	1,123,157	1,095,647	1,222,696	1,261,507
101,662	93,495	75,993	65,379	74,332
758,952	579,408	323,883	267,372	198,129
614,794	771,681	2,346,529	3,491,361	4,253,340
406,094	369,126	3,756,508	198,935	895,376
5,416,474	5,247,726	9,637,992	7,257,658	8,938,379
17,332,891	16,057,020	16,845,727	17,422,265	21,639,947
1,001,180	1,011,428	1,007,514	1,013,401	1,011,238
		-	-	250,596
277,639	188,749	1,244,335	-	326,850
18,611,710	17,257,197	19,097,576	18,435,666	23,228,631
\$ 24,028,184	\$ 22,504,923	\$ 28,735,568	\$ 25,693,324	\$ 32,167,010
\$ (23,577,320)	\$ (27,422,488)	\$ (22,170,726)	\$ (24,443,138)	\$ (22,522,481)
2,613,591	929,729	1,312,434	1,288,652	3,303,794
\$ (20,963,729)	\$ (26,492,759)	\$ (20,858,292)	\$ (23,154,486)	\$ (19,218,687)
\$ 15,471,246	\$ 15,676,533	\$ 16,075,481	\$ 16,398,025	\$ 16,292,731
1,982,578	2,086,683	1,874,032	1,724,583	1,853,644
7,578,861	7,584,353	8,248,647	9,445,150	10,284,047
351,715	350,411	198,861	235,209	339,216
315,611	967,396	544,752	99,055	43,962
51,620	14,116	250,601	61,287	128,261
-	270,403	250,030	409,276	304,739
126,859	89,869	223,429	5,787,102	336,955
25,878,490	27,039,764	27,665,833	34,159,687	29,583,555
-	455,178	256,811	31,280	1,258
-	-	18,980	-	21,605
(260,238)	(270,403)	(250,030)	(409,276)	(304,739)
183,685	18,706	42,767	17,652	41,808
(76,553)	203,481	68,528	(360,344)	(240,068)
\$ 25,801,937	\$ 27,243,245	\$ 27,734,361	\$ 33,799,343	\$ 29,343,487
\$ 2,301,170	\$ (382,724)	\$ 5,495,107	\$ 9,716,549	\$ 7,061,074
2,537,038	1,133,210	1,380,962	928,308	3,063,726
\$ 4,838,208	\$ 750,486	\$ 6,876,069	\$ 10,644,857	\$ 10,124,800

City of Colleyville, Texas

Fund Balances - Governmental Funds (Modified Accrual Basis of Accounting) Last Ten Fiscal Years (Unaudited)

Table 3

	Fiscal Year									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General fund										
Nonspendable	\$ 1,759	\$ 1,269	\$ 2,119	\$ 9,388	\$ 11,152	\$ -	\$ 1,291	\$ 818	\$ 23,150	\$ 1,233
Committed	813,536	813,536	813,536	796,438	682,156	659,712	655,546	655,546	660,687	664,423
Unassigned	11,006,716	10,080,617	8,736,746	8,719,620	8,866,760	8,991,999	9,102,499	12,614,900	10,233,533	7,725,583
Total general fund	\$ 11,822,011	\$ 10,895,422	\$ 9,552,401	\$ 9,525,446	\$ 9,560,068	\$ 9,651,711	\$ 9,759,336	\$ 13,271,264	\$ 10,917,370	\$ 8,391,239
All other governmental funds										
Non-spendable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,666
Restricted	4,757,937	5,383,007	5,689,356	6,162,352	6,998,697	7,265,412	7,063,130	7,884,736	10,377,614	11,032,881
Committed	14,695,028	18,982,072	20,988,217	22,372,620	22,853,666	23,874,535	25,421,317	22,934,331	25,654,094	32,122,842
Assigned	910,611	765,908	812,939	996,929	1,119,062	1,445,725	1,507,341	1,255,097	1,400,681	1,796,154
Unassigned	(4,975)	-	-	-	-	-	-	-	-	(451,903)
Total all other governmental funds	\$ 20,358,601	\$ 25,130,987	\$ 27,490,512	\$ 29,531,901	\$ 30,971,425	\$ 32,585,672	\$ 33,991,788	\$ 32,074,164	\$ 37,432,389	\$ 44,538,640

Source: Comprehensive Annual Financial Report

Notes: Includes encumbrances and prepaid items.

The City implemented GASB 54 in 2011

City of Colleyville, Texas

Changes In Fund Balances - Governmental Funds (Modified Accrual Basis of Accounting) Last Ten Fiscal Years (Unaudited)

Table 4

	Fiscal Year					Fiscal Year				
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
REVENUES										
Taxes	\$ 20,541,466	\$ 21,747,244	\$ 22,620,506	\$ 23,367,715	\$ 24,159,016	\$ 25,615,191	\$ 25,887,789	\$ 26,580,500	\$ 28,047,838	\$ 29,001,346
Licenses, permits and fees	857,135	1,090,012	1,303,710	1,337,928	1,049,673	1,237,198	1,141,959	974,336	911,816	929,415
Capital improvement fees	300,900	333,496	785,992	766,398	612,134	744,465	568,533	315,183	261,447	194,629
Charges for services	1,000,954	1,043,821	1,217,654	1,023,202	1,218,194	1,601,117	1,442,807	1,356,673	1,428,375	1,665,903
Fines and forfeitures	1,321,927	1,577,564	1,571,510	1,398,579	1,485,658	858,709	806,572	728,418	778,894	815,622
Interest	77,269	39,697	100,842	142,330	148,909	315,611	967,396	550,796	99,055	43,962
Intergovernmental	76,506	556,954	1,377,763	224,367	668,469	950,817	854,005	856,720	5,771,510	262,597
Grants/Contributions	487,066	918,613	981,282	421,497	449,130	328,598	667,736	2,062,719	3,371,752	4,128,012
Miscellaneous	100,562	76,643	97,873	165,642	183,889	127,626	85,935	313,260	274,059	338,748
Total revenues	24,763,785	27,384,044	30,057,132	28,847,658	29,975,072	31,779,332	32,422,732	33,738,605	40,944,746	37,380,234
EXPENDITURES										
General government	3,171,582	3,746,619	4,126,132	4,036,395	4,166,735	4,784,205	4,046,459	4,447,211	5,085,306	5,162,355
Community development	1,429,574	1,606,589	1,524,342	1,623,972	1,511,400	1,349,824	1,369,857	1,642,331	1,606,549	1,589,984
Fire	4,062,535	4,174,745	4,618,103	4,568,639	4,870,759	4,942,939	5,492,430	6,046,058	6,361,196	6,873,727
Police	4,670,639	4,707,315	5,143,662	5,393,431	3,295,197	5,754,470	5,969,109	6,442,739	6,543,861	6,754,000
Leisure services	3,035,583	2,702,313	2,996,371	3,588,611	727,986	3,282,853	3,631,342	3,518,790	3,532,856	3,753,137
Streets and drainage	3,597,965	2,055,631	2,407,780	3,148,848	543,129	1,798,352	3,940,447	2,369,362	2,302,515	1,885,114
Municipal court	586,911	501,027	508,566	461,393	5,498,406	595,879	575,098	579,980	638,025	559,820
Maintenance	489,685	570,011	662,480	690,007	1,515,283	701,424	744,107	670,108	729,083	792,540
Capital outlay	2,668,074	3,250,508	6,268,273	2,373,025	4,421,734	4,950,202	3,141,571	5,194,206	6,840,537	5,057,778
Debt service										
Principal retirement	2,246,921	1,342,586	1,459,693	1,467,094	2,151,212	2,201,206	2,148,690	1,584,683	5,531,733	735,551
Interest and fiscal charges	697,140	716,228	524,414	563,660	420,477	375,647	312,988	255,859	150,880	85,596
Total expenditures	26,656,609	25,373,572	30,239,816	27,915,075	29,122,318	30,737,001	31,372,098	32,751,327	39,322,541	33,249,602
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,892,824)	2,010,472	(182,684)	932,583	852,754	1,042,331	1,050,634	987,278	1,622,205	4,130,632
OTHER FINANCING SOURCES (USES)										
Refunding bonds	-	7,330,000	-	6,225,000	-	-	-	-	-	-
Lease proceeds	209,425	-	-	-	541,073	356,459	-	-	938,461	16,488
Sale of capital assets	-	925,033	20,598	95,796	17,000	50,651	14,116	326,996	61,287	128,261
Premium on bond issue	-	-	-	239,163	-	-	-	-	-	-
Payments to escrow	-	(7,600,000)	-	(6,373,776)	-	-	-	-	-	-
Transfers in	4,189,380	7,355,334	6,497,252	5,665,493	4,552,668	5,160,716	5,212,289	2,275,198	4,226,761	10,068,434
Transfers out	(3,076,840)	(6,175,042)	(5,318,662)	(4,769,825)	(4,489,349)	(4,900,478)	(4,941,886)	(2,025,168)	(3,817,485)	(9,763,695)
Total other financing sources (uses)	1,321,965	1,835,325	1,199,188	1,081,851	621,392	667,348	284,519	577,026	1,409,024	449,488
NET CHANGE IN FUND BALANCES	\$ (570,859)	\$ 3,845,797	\$ 1,016,504	\$ 2,014,434	\$ 1,474,146	\$ 1,709,679	\$ 1,335,153	\$ 1,564,304	\$ 3,031,229	\$ 4,580,120
Debt service as a percentage of noncapital expenditures	12.3%	9.3%	8.3%	8.0%	10.4%	10.0%	8.7%	6.7%	17.5%	2.9%

Source: Comprehensive Annual Financial Report

City of Colleyville, Texas**Table 5**

Assessed Value and Estimated Actual Value of Taxable Property
 Last Ten Fiscal Years
 (Unaudited)

Fiscal Year	Estimated Market Value		Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
	Real Property	Personal Property			
2013	\$ 3,973,653,709	\$ 92,906,015	\$ 295,979,344	\$ 3,775,194,699	0.35590
2014	4,110,956,030	94,096,963	305,274,674	3,909,272,694	0.35590
2015	4,290,260,905	101,386,687	311,122,707	4,091,303,521	0.35590
2016	4,454,110,130	112,948,913	295,992,599	4,204,340,103	0.35590
2017	5,276,637,668	110,675,076	314,305,247	4,588,707,342	0.33910
2018	5,784,914,251	155,608,995	398,722,284	5,065,743,299	0.33383
2019	5,995,502,975	165,783,371	414,329,132	5,456,363,643	0.32080
2020	6,407,168,658	175,745,491	444,673,050	5,839,829,017	0.30681
2021	6,476,173,723	179,108,894	444,673,050	5,966,966,320	0.30437
2022	6,686,159,826	173,267,357	451,190,644	6,161,836,618	0.29178

Source: Tarrant Appraisal District

Note: Property in Tarrant County is reassessed once every two years. The Appraisal District assesses property at 100 percent of actual value for residential and personal. Tax rates are per \$100 of assessed value.

City of Colleyville, Texas

Direct and Overlapping Property Tax Rates (Per \$100 of Assessed Value)

Last Ten Fiscal Years

(Unaudited)

Table 6

Fiscal Year	City Direct Rates			Overlapping Rates							
	Operating/ General Rate	General Obligation Debt Service	Total Direct	Birdville Independent School District	Carroll Independent School District	Grapevine- Colleyville Independent School District	Hurst-Euless Bedford Independent School District	Keller Independent School District	Tarrant County	Tarrant County College District	Tarrant County Hospital District
2013	0.31385	0.04205	0.35590	1.43500	1.400000	1.320100	1.407500	1.540000	0.264000	0.14897	0.227897
2014	0.32442	0.03148	0.35590	1.43500	1.400000	1.320100	1.387500	1.540000	0.264000	0.14950	0.227897
2015	0.33461	0.02129	0.35590	1.43500	1.400000	1.320100	1.375000	1.540000	0.264000	0.14950	0.227897
2016	0.33624	0.01966	0.35590	1.45390	1.395000	1.320100	1.350000	1.540000	0.264000	0.14950	0.227897
2017	0.32191	0.01722	0.33913	1.45390	1.390000	1.396700	1.316000	1.520000	0.254000	0.14473	0.227897
2018	0.31600	0.01783	0.33383	1.45390	1.385000	1.396700	1.263000	1.520000	0.244000	0.14006	0.224429
2019	0.30376	0.01704	0.32080	1.45390	1.380000	1.396700	1.273000	1.510000	0.234000	0.13607	0.224429
2020	0.29043	0.01638	0.30681	1.38390	1.300000	1.326700	1.220000	1.408300	0.234000	0.13017	0.224429
2021	0.28944	0.01493	0.30437	1.38030	1.286400	1.303100	1.198000	1.394700	0.234000	0.13017	0.224429
2022	0.28069	0.01109	0.29178	1.33800	1.268600	1.275100	1.160800	1.344000	0.229000	0.13017	0.224429

Source: Tarrant Appraisal District

Notes: Overlapping rates are those of local and county governments that apply to property owners within the City of Colleyville, Texas. Not all school district overlapping rates apply to all Colleyville property owners because the City is served by five different independent school districts; for example, although the county property tax rates apply to all City property owners, the Grapevine-Colleyville Independent School District rates apply only to the approximately two-thirds of City property owners whose property is located within that school district's geographic boundaries.

City of Colleyville, Texas
Principal Property Tax Payers
Current Year and Five Years Ago
(Unaudited)

Table 7

2022			2017		
Taxpayer	Taxable Assessed Value	Percentage of Total City Taxable Assessed Value ^a	Taxpayer	Taxable Assessed Value	Percentage of Total City Taxable Assessed Value ^b
1 SVAP III TC Colleyville LLC	\$ 39,672,877	0.64%	Colleyville Downs	\$ 33,883,995	0.74%
2 KRG Colleyville LLC	31,126,847	0.51%	Town Center (Velocis Colleyville)	33,603,245	0.73%
3 Oncor Electric Delivery Co LLC	20,098,783	0.33%	Toll Dallas TX LLC	20,154,400	0.44%
4 LTF Real Estate MP I LLC	13,685,000	0.22%	Oncor Electric Delivery	16,036,630	0.35%
5 Welltower Inc	10,762,176	0.17%	Lifetime Fitness Real Estate	13,685,000	0.30%
6 Colleyville Lofts Venture LLC	10,371,005	0.17%	Standard Pacific of Texas Inc	12,032,695	0.26%
7 Atmos Energy/Mid Tex Division	10,171,634	0.17%	Memory Care Facility	10,965,235	0.24%
8 Oak Alley Development Company	6,315,550	0.10%	Colleyville Lofts Venture LLC	9,502,079	0.21%
9 Colleyville Plaza LP	6,125,094	0.10%	Mainvue TX LLC	7,689,461	0.17%
10 Momentum USA RE:Ventures	6,030,136	0.10%	Atmos Energy	7,046,620	0.15%
Total	\$ 154,359,102	2.51%	Total	\$ 164,599,360	3.59%
Total assessed valuation	6,161,836,618	100.00%	Total assessed valuation	4,588,707,342	100.00%

Source: Tarrant Appraisal District

^a Taxpayers are assessed on January 1, 2021 (2021 tax year) for the 2022 fiscal year.

^b Taxpayers are assessed on January 1, 2016 (2016 tax year) for the 2017 fiscal year.

City of Colleyville, Texas
Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

Table 8

Fiscal Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2013	\$ 13,291,462	\$ 13,207,902	99.37%	77,946	\$ 13,285,848	99.97%
2014	13,722,602	13,681,269	99.70%	33,625	13,714,894	99.96%
2015	14,305,704	14,242,584	99.56%	53,287	14,295,871	99.94%
2016	14,675,127	14,612,632	99.57%	38,169	14,650,801	99.93%
2017	15,508,345	15,423,832	99.46%	48,978	15,472,810	99.83%
2018	16,651,773	16,590,832	99.63%	40,152	16,630,984	99.77%
2019	16,902,499	16,847,431	99.70%	58,840	16,906,271	99.63%
2020	17,317,428	17,220,445	99.44%	54,238	17,274,683	99.85%
2021	17,582,870	17,531,183	99.71%	22,287	17,553,469	99.75%
2022	17,489,659	17,438,697	99.71%	-	17,438,697	99.83%
						99.71%

Source: Tarrant County Tax Office

City of Colleyville, Texas

Principal Water Customers
Current Year and Nine Years Ago
(Unaudited)

Table 9

Taxpayer	2022		2013	
	Water Usage	Percentage of Total City Water Usage	Water Usage	Percentage of Total City Water Usage
City Government	59,185,900	2.09%	-	- %
Homeowners Assoc	32,404,100	1.15%	25,309,300	1.05%
School District	28,271,800	1.00%	29,031,000	1.21%
Fitness Center	11,940,500	0.42%	11,242,400	0.47%
Building Construction	9,933,700	0.35%	-	- %
Cemetery	9,392,800	0.33%	5,203,200	0.22%
Shopping Center	8,630,800	0.31%	16,944,600	0.71%
Irrigation	7,659,500	0.27%	-	- %
Radio Broadcasting	4,722,200	0.17%	-	- %
Grocery Store	3,873,100	0.14%	12,111,000	0.50%
Church	3,681,000	0.13%	2,552,900	0.11%
Hotel	3,212,000	0.11%	-	- %
Restaurant	3,108,100	0.11%	2,868,300	0.12%
Residential Home	3,028,000	0.11%	2,345,800	0.10%
Shopping Center	2,727,900	- %	-	- %
Total	191,771,400	6.79%	107,608,500	4.48%

Notes: City chose not to include the exact names to protect the customers confidentiality.

Source: City utility billing records

City of Colleyville, Texas

Ratio of Outstanding Debt by Type Last Ten Fiscal Years (Unaudited)

Table 10

	Governmental Activities				Business-Type Activities						
	General	Sales Tax			Water and	Drainage			Total	Percentage	
Fiscal	Obligation	Revenue	Capital		Sewer Revenue	Revenue	Capital		Primary	of Personal	
Year	Bonds	Bonds	Leases	Premium	Bonds	Bonds	Leases	Premium	Government	Income ^a	Per Capita ^a
2013	\$ 8,675,000	\$ 7,600,000	\$ 1,301,624	\$ 4,593	\$ 2,085,000	\$ 1,135,000	\$ -	\$ 79,805	\$ 20,881,022	\$ 105	\$ 904
2014	7,660,000	7,330,000	974,038	-	1,310,000	915,000	-	69,830	18,258,868	9092.07%	769
2015	6,920,000	6,935,000	649,345	-	850,000	690,000	-	59,854	16,104,199	8019.14%	676
2016	8,550,000	6,525,000	362,251	239,163	505,000	585,000	-	49,878	16,816,292	8373.73%	696
2017	7,125,000	6,105,000	597,110	238,957	155,000	475,000	-	24,939	14,721,006	7096.58%	598
2018	5,665,000	5,680,000	637,365	235,299	-	365,000	-	-	12,582,664	6065.75%	503
2019	4,155,000	5,235,000	443,675	225,279	-	250,000	-	-	10,308,954	4969.66%	406
2020	3,110,000	4,775,000	358,747	208,716	-	125,000	-	-	8,577,463	4055.06%	334
2021	2,700,000	-	950,476	172,787	-	-	-	-	3,823,263	1807.48%	148
2022	2,275,000	-	639,922	129,870	-	-	-	-	3,044,792	1389.88%	117

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

^a See Table 14 for personal income and population data.

City of Colleyville, Texas

Table 11

Ratio of General Bonded Debt Outstanding Last Ten Fiscal Years (Unaudited)

Fiscal Year	General Bonded Debt Outstanding			Percentage of Actual Taxable Value of Property ^a	Per Capita ^b
	General Obligation Bonds	Less: Available Debt Service Funds	Total		
2013	\$ 8,639,056	\$ 857,143	\$ 7,781,913	0.21%	\$ 374
2014	7,660,000	831,073	6,828,927	0.17%	323
2015	6,920,000	744,295	6,175,705	0.15%	290
2016	8,550,000	692,093	7,857,907	0.19%	353
2017	7,363,957	612,641	6,751,316	0.15%	299
2018	5,665,000	697,975	4,967,025	0.10%	227
2019	4,155,000	844,867	3,310,133	0.06%	164
2020	3,318,716	1,188,908	1,921,092	0.03%	121
2021	2,872,787	1,066,797	1,633,203	0.03%	104
2022	2,404,870	876,349	1,403,816	0.02%	87

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements.

^a See Table 5 for property value data.

^b See Table 14 for population data.

City of Colleyville, Texas

Table 12

Direct and Overlapping Governmental Activities Debt
As of September 30, 2022
(Unaudited)

Governmental Unit	Gross Bonded Debt	Percentage of Debt Applicable to Area	Share of Overlapping Debt
Debt repaid with property taxes			
Birdville Independent School District	\$ 408,955,000	0.07%	\$ 286,269
Carroll Independent School District	311,395,000	0.37%	1,152,162
Grapevine-Colleyville Independent School District	311,711,018	22.76%	70,945,428
Hurst-Euless-Bedford Independent School District	321,965,000	1.58%	5,087,047
Keller Independent School District	836,595,184	3.50%	29,280,831
Tarrant County	404,360,000	2.96%	11,969,056
Tarrant County College District	610,315,000	3.17%	19,346,986
Tarrant County Hospital District	12,825,000	2.96%	379,620
Subtotal, overlapping debt			138,447,398
City of Colleyville (direct debt)	3,044,792	100.00%	3,044,792
Total direct and overlapping debt			\$ 141,492,190

Source: Debt outstanding data provided by each school district and county.
Percentage of debt provided by the Municipal Advisory Council of Texas.

City of Colleyville, Texas
Pledged Revenue Coverage
Last Ten Fiscal Years
(Unaudited)

	Water and Sewer System Revenue Bonds					
Fiscal Year	Total Revenues ^a	Less: Operating Expenses ^b	Net Available Revenue	Annual Requirement ^c	Times Coverage	
2013	\$ 14,802,351	\$ 10,707,017	\$ 4,095,334	\$ 823,430	4.97	
2014	14,852,535	11,331,749	3,520,786	819,137	4.30	
2015	15,856,242	12,043,267	3,812,975	490,100	7.78	
2016	15,638,670	11,965,525	3,673,145	365,325	10.05	
2017	16,045,635	12,673,136	3,372,499	359,900	9.37	
2018	17,648,886	13,468,257	4,180,629	157,325	26.57	
2019	15,167,016	13,779,337	1,387,679	-	N/A	
2020	16,418,116	15,154,408	1,263,708	-	N/A	
2021	17,471,197	14,709,115	2,762,082	-	N/A	

^a Includes operating and non-operating revenues.

^b Includes operating expenses minus depreciation plus transfers out.

^c Includes principal and interest.

Table 13

Fiscal Year	Drainage Revenue Bonds					Sales Tax Bonds		
	Total	Less: Operating	Net Available	Annual	Times	Sales Tax	Annual	Times
	Revenues ^a	Expenses ^b	Revenue	Requirement ^c	Coverage	Increment	Requirement ^c	Coverage
2013	\$ 930,427	\$ 541,598	\$ 388,829	\$ 251,733	1.54	\$ 1,534,635	\$ 648,365	2.37
2014	941,416	416,957	524,459	255,398	2.05	1,673,351	138,390	12.09
2015	959,833	700,939	258,894	252,847	1.02	1,725,809	600,416	2.87
2016	966,687	414,619	552,068	127,121	4.34	1,864,084	603,824	3.09
2017	996,855	493,796	503,059	128,391	3.92	1,872,563	601,872	3.11
2018	1,036,297	599,534	436,763	124,574	3.51	1,949,370	594,704	3.28
2019	1,036,849	677,196	359,652	125,000	2.88	1,944,792	602,176	3.23
2020	1,034,662	691,758	342,904	125,000	2.74	2,096,882	600,752	3.49
2021	1,013,401	660,087	353,314	-	N/A	2,390,336	481,225	4.97

City of Colleyville, Texas
Demographic and Economic Statistics
Last Ten Calendar Years
(Unaudited)

Table 14

Fiscal Year	Estimated Population ^a	Personal Income	Per Capita Personal Income	School Enrollment ^b	Unemployment Rate ^c
2013	23,090	\$ 199,168	\$ 65,516	13,513	6.0%
2014	23,740	200,822	66,060	13,751	5.0%
2015	23,830	200,822	66,060	13,824	4.0%
2016	24,230	200,822	66,060	13,830	4.1%
2017	24,630	207,438	68,236	13,972	3.4%
2018	25,010	207,438	66,301	13,882	2.8%
2019	25,370	207,438	72,927	14,042	2.1%
2020	25,700	211,525	76,635	13,970	3.2%
2021	25,920	211,525	76,635	14,040	3.2%
2022	26,057	219,068	83,576	14,013	2.6%

^a North Central Texas Council of Governments

^b Grapevine-Colleyville Independent School District

^c Texas Workforce Commission

City of Colleyville, Texas

Principal Employers
Current Year and Nine Years Ago
(Unaudited)

Table 15

2022			2013		
Employer	Employees	Percentage of Total City Employment	Employer	Employees	Percentage of Total City Employment
Grapevine Colleyville ISD	611	5.90%	Grapevine Colleyville ISD	1681	33.68%
Market Street	345	3.33%	Market Street	369	7.39%
Lifetime Fitness	250	2.41%	Lifetime Fitness	230	4.61%
City of Colleyville	206	1.99%	City of Colleyville	188	3.77%
Covenant Christian Academy	130	1.26%	Albertsons	110	2.20%
Whole Foods Market	125	1.21%	Covenant Christian Academy	107	2.14%
Albertsons	118	1.14%	LaHacienda Ranch	100	2.00%
LaHacienda Ranch	100	0.97%	Walmart Neighborhood Market	90	1.80%
Walmart Neighborhood Market	72	0.70%	Sonshine Academy	60	1.20%
US Memory Care	60	0.58%	US Memory Care	60	1.20%
Total	2,017	19.47%	Total	2,995	60.00%
Total Colleyville Daytime Employees	10,358		Total Colleyville Daytime Employees	4,992	

Source: City of Colleyville Economic Development

City of Colleyville, Texas

Full-Time Equivalent City Government Employees By Function/Program Last Ten Fiscal Years (Unaudited)

Table 16

Function/Program	Fiscal Year									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General government										
Management services	4.00	4.00	4.00	3.75	5.00	4.20	3.20	3.20	3.20	3.20
*Court									4.00	4.00
Finance/court	8.00	8.00	8.00	8.00	9.00	9.00	9.00	9.00	4.00	4.00
Planning	2.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Building	3.00	3.50	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Other	13.00	11.63	13.52	14.14	12.14	12.80	11.80	11.80	11.80	11.80
Police										
Officers	40.00	41.00	42.50	43.00	43.00	41.00	41.00	44.00	44.00	44.00
Civilians	6.00	6.50	7.00	6.50	6.00	8.00	8.00	6.73	6.73	6.73
Fire										
Firefighters and officers	36.00	38.00	41.00	41.00	41.00	40.00	40.00	43.00	43.00	44.00
Civilians	1.00	1.00	1.00	1.00	1.00	1.50	1.50	1.50	1.50	2.00
Other public works										
Engineering	3.00	4.05	3.95	4.75	2.75	2.75	2.75	2.75	2.75	2.75
Other	3.00	3.00	3.00	3.00	3.00	3.00	3.00	2.00	2.00	2.00
Streets	7.00	8.35	8.35	8.35	8.35	8.35	8.35	8.85	8.85	8.85
Parks and recreation	16.00	15.75	15.00	15.00	17.00	17.00	16.00	16.00	16.00	16.00
Library	12.00	13.00	13.63	13.00	13.00	13.00	12.50	12.50	12.50	12.50
Colleyville Center	3.50	4.00	4.50	4.50	4.00	4.00	4.00	4.00	4.00	4.00
Water/wastewater	23.00	24.68	25.03	24.23	25.60	24.70	24.70	24.70	26.70	26.70
Drainage	7.00	6.00	6.00	6.41	6.41	6.20	6.20	6.20	6.20	6.20
Total	187.50	196.46	204.48	205.63	206.25	204.50	201.00	205.23	206.23	207.73

Source: City budget

*As of FY21, the Colleyville/Keller Municipal Court reports directly to City Management. Previously, it was out of the Finance Department.

City of Colleyville, Texas

Operating Indicators By Function/Program Last Ten Fiscal Years (Unaudited)

Table 17

Function/Program	Fiscal Year									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General government										
Building permits issued	103	108	181	182	136	169	111	82	61	125
Building inspections conducted	8,292	7,807	7,307	8,940	10,666	11,981	10,519	7,321	6,970	7,954
Police										
Physical arrests	632	863	800	918	602	715	491	190	234	267
Calls for service	61,270	58,522	51,537	43,492	34,437	33,765	30,296	51,364	49,445	45,830
Traffic violations	11,766	19,955	21,450	20,790	13,016	15,832	12,804	4,603	5,505	6,558
Fire										
Emergency responses	557	627	694	1,783	1,768	1,758	1,797	1,779	2,246	2,083
Ambulance calls	829	950	959	1,037	967	1,000	1,004	939	1,089	1,228
Inspections	306	317	363	400	361	239	386	352	393	340
Other public works										
Street resurfacing (miles)	4.0	1.7	3.7	10.9	6.8	6.0	21.9	7.0	10.0	13.7
Parks and recreation										
Athletic field participants	4,287	4,315	4,434	4,302	4,517	4,386	4,570	2,500	4,361	5,029
Community center rentals	398	412	452	376	405	320	314	128	200	409
Library										
Volumes in collection	69,736	74,525	77,664	80,452	82,182	71,188	70,161	74,939	72,871	73,208
Total volumes borrowed	250,737	234,667	228,160	222,128	227,252	237,124	234,477	145,218	246,043	247,076
Water										
Customers	9,396	9,507	9,631	9,858	9,987	10,215	10,422	10,487	10,608	9,945
Average daily consumption (thousands of gallons)	6,785	6,539	6,451	5,889	6,355	6,508	6,794	7,274	6,679	8,464
Peak daily consumption (thousands of gallons)	17,052	15,204	19,866	15,724	12,434	15,830	14,616	17,562	13,497	19,339
Wastewater										
Customers	8,731	8,817	8,905	9,071	9,270	9,444	9,453	9,619	9,832	9,760

Source: City departments

City of Colleyville, Texas

Capital Asset Statistics By Function/Program

Last Ten Fiscal Years

(Unaudited)

Table 18

Function/Program	Fiscal Year									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	12	12	13	13	13	13	13	13	13	13
Fire										
Stations	3	3	3	3	3	3	3	3	3	3
Public works										
Streets (miles)	282	283	283	283	289	289	289	289	289	289
Streetlights	1,175	1,175	1,227	1,269	1,269	1,338	1,338	1,338	1,338	1,338
Traffic signals	2	2	2	2	2	2	2	2	2	2
Parks and recreation										
Acreage	224	224	224	225	225	225	225	225	225	225
Playgrounds	6	6	6	7	7	7	7	7	7	7
Baseball/softball diamond	9	9	9	9	9	9	9	9	9	9
Soccer fields	14	14	14	14	14	14	14	14	14	14
Community center	1	1	1	1	1	1	1	1	1	1
Water										
Water mains (miles)	202	204	205	206	206	206	206	206	206	206
Fire hydrants	1,389	1,403	1,422	1,507	1,517	1,521	1,529	1,529	1,529	1,529
Storage capacity (thousands of gallons)	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Wastewater										
Sanitary sewer (miles)	170	172	172	179	180	180	180	180	180	180
Storm sewers (miles)	58	60	67	69	70	70	70	70	70	70

Source: City departments

^a Baseball, softball, soccer and multipurpose fields combined through 2014

City of Colleyville, Texas

Federal Single Audit Reports
Year Ended September 30, 2022

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**Independent Auditor's Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards***

The Honorable Mayor and City Council
City of Colleyville, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of City of Colleyville, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 16, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Weaver and Tidwell, L.L.P.
2300 North Field Street, Suite 1000 | Dallas, Texas 75201
Main: 972.490.1970

CPAs AND ADVISORS | WEAVER.COM

The Honorable Mayor and City Council
City of Colleyville, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
March 16, 2023



**Independent Auditor's Report on Compliance for Each Major Federal Program
and Report on Internal Control over Compliance in Accordance with the
Uniform Guidance, and on the Schedule of Expenditures of Federal Awards**

The Honorable Mayor and City Council
City of Colleyville, Texas

Report on Compliance for Each Major Federal Program

We have audited City of Colleyville's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City's complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs of the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable Mayor and City Council
City of Colleyville, Texas

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P

Dallas, Texas
March 16, 2023

City of Colleyville, Texas

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2022

I. Summary of the Auditor's Results

Financial Statements

- a. An unmodified opinion was issued on the financial statements.
- b. Internal control over financial reporting:
- | | | |
|---|-----------|-----------------------|
| Material weakness(es) identified? | _____ Yes | ___X___ No |
| Significant deficiency(ies) identified that are not considered a material weakness? | _____ Yes | ___X___ None Reported |
- c. Noncompliance material to financial statements noted?
- | | | |
|--|-----------|------------|
| | _____ Yes | ___X___ No |
|--|-----------|------------|

Major Programs

- d. Internal control over major programs:
- | | | |
|--|-----------|-----------------------|
| Material weakness(es) identified? | _____ Yes | ___X___ No |
| Significant deficiency (ies) identified that are not Considered a material weakness? | _____ Yes | ___X___ None Reported |
- e. An unmodified opinion was issued on compliance for major Federal programs.
- f. Any audit findings disclosed that were required to be reported in accordance with 2 CFR 200.516(a)?
- | | | |
|--|-----------|------------|
| | _____ Yes | ___X___ No |
|--|-----------|------------|
- g. Identification of major program:

Program/Cluster Name	Assistance Listing #	Amount
COVID-19- Coronavirus State and Local Fiscal Recovery Funds	21.027	\$ 2,738,928

- h. The dollar threshold used to distinguish between type A and type B programs.
- | | |
|--|-----------|
| | \$750,000 |
|--|-----------|
- i. Auditee qualified as a low-risk auditee?
- | | | |
|--|-------------|----------|
| | ___X___ Yes | _____ No |
|--|-------------|----------|

City of Colleyville, Texas
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2022

II. Findings relating to the Financial Statements which are required to be reported in Accordance with *Generally Accepted Government Auditing Standards*

There were no findings for the year ended September 30, 2022.

III. Findings and Questioned Costs for Federal Awards

There were no findings for the year ended September 30, 2022.

IV. Summary of Prior Year Findings

Not applicable.

City of Colleyville, Texas

Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2022

Federal and State/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Grant Number	Federal Expenditures	Passed to Subrecipients
PRIMARY GOVERNMENT				
U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE				
Passed Through Texas Office of the Governor - Criminal Justice Division				
DJ-Edward Byrne Memorial Justice Assistance Grant Program	16.738	4532201	\$ 389,874	\$ -
Total Passed Through Texas Office of the Governor - Criminal Justice Division			389,874	-
Total U.S. Department of Justice			389,874	-
U.S. DEPARTMENT OF TREASURY				
Passed Through Texas Division of Emergency Management				
Hazard Mitigation Grant Program	97.039	N/A	291,283	-
COVID-19- Coronavirus State and Local Fiscal Recovery Funds*	21.027	N/A	2,738,928	-
TOTAL PRIMARY GOVERNMENT			3,420,085	-
DISCRETELY PRESENTED COMPONENT UNIT				
U.S. DEPARTMENT OF TREASURY				
Passed Through Texas Division of Emergency Management				
COVID-19- Coronavirus State and Local Fiscal Recovery Funds*	21.027	N/A	630,723	-
TOTAL DISCRETELY PRESENTED COMPONENT UNIT			630,723	-
Total Federal Financial Assistance			\$ 4,050,808	\$ -

* COVID-19- Coronavirus State and Local Fiscal Recovery Funds totaled \$3,356,385 in expenditures and \$0 in expenditures passed through to subrecipients.

The Notes to the Schedule of Expenditures of Federal Awards are an integral part of this statement.

City of Colleyville, Texas

Notes to the Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2022

Note 1. Basis of Presentation

The City of Colleyville (the City) accounts for grants in the primary government's General Fund and Special Revenue Funds and the discretely presented component unit- Colleyville Tax Increment Financing Reinvestment Zone Number One (the TIF). Each of the funds are governmental funds which can be used to account for resources restricted to, or committed for, specific purposes by a grantor. Generally, unused balances are returned to the grantor at the close of specified project periods.

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City, and is presented on the modified accrual basis of accounting as described in Note 1 to the basic financial statements for the year ended September 30, 2022.

Note 2. Loans

At year end, The City had no loans or loan guarantees outstanding with federal awarding agencies.

Note 3. Indirect Cost Rate

The City elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance, section 414.

RESOLUTION R-23-4829

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MARCH 21, 2023**

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 21ST DAY OF
MARCH 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor