City of Colleyville
City Council
Agenda

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

Tuesday, September 1, 2015 City Council Chambers

PRE COUNCIL MEETING
EXECUTIVE SESSION
5:30 P.M.
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

PC-1 Discussion of fee increases from the Dallas Area Rapid Transit (DART) Authority for the use of DART rights-of-way (ROW) for utility lines

PC-2 Discussion of the schedule for the review and adoption of Colleyville's comprehensive plan, *Destination Colleyville.*

PC-3 Discussion of density and open space calculations in the Master Plan and Land Development Code

PC-4 Presentation of the annual activity report of the Colleyville Economic Development Corporation

PC-5 Discussion of the September 1, 2015, City Council regular agenda items

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

Section 551.071 - Legal – Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 – Legal – Consultation with attorney on contemplated litigation (Camden Lock LLC)

Section 551.071 – Legal – Consultation with attorney regarding litigation Billy McCullough v. City of Colleyville

Section 551.071 – Legal – Consultation with attorney regarding litigation Michael S. Newman v. City of Colleyville and City of Keller

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

Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the Municipal Court Judge

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

RESUME REGULAR MEETING
7:30 P.M.
CITY COUNCIL CHAMBERS

INVOCATION: Pastor Jeff Strickland, Colleyville Assembly of God

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-15-3901

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

4. CONSENT: READING AND PUBLIC HEARING- Resolution R-15-3902

4a Approval of the minutes of the Special City Council meeting of August 11, 2015

4b Approval of the minutes of the City Council worksession August 11, 2015

4c Approval of the minutes of the regular City Council meeting of August 18, 2015

4d Adopting the Economic Development Capital Improvement Program (EDCIP) for the Fiscal Years 2016-2020 (FY 2016-2020) of the Colleyville Economic Development Corporation

4e Approval of the annual review of the City of Colleyville Investment Policy

4f Approval of authorized broker / dealers for investment purchases

4g Approval of an amendment to Resolution R-13-3596, Economic Development Grant Agreement with AC Village Park Partners

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

5a Ordinance O-15-1962

Consideration of a zoning change from the AG-Agricultural zoning district to the R-20-Single Family Residential zoning district on Abstract 294, of the R. Chowning Survey, located at 6200 and 6210 Pool Road, Case ZC15-014

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

6a Ordinance O-15-1963

Consideration of a zoning change from the R-40-Single Family Residential District to the PUDR-Planned Unit Development Residential District, Lot 4, Block 1, of the Lavaca Trail Addition, located at 1013 Lavaca Trail, Case ZC15-012

6b Ordinance O-15-1964

Consideration of a zoning change from the AG-Agricultural zoning district to the PUDR-Planned Unit Development Residential zoning district on 2.60 acres of Abstract 1034 of the G.W. Minter Survey, located at 5017, 5113, and 5201 Roberts Road, Case ZC15-011

6c Ordinance O-15-1965

Adoption of the Colleyville Economic Development Corporation Fiscal Year 2016 (FY 2016) Budget

6d Ordinance O-15-1966

Amending Ordinance O-14-1929 relating to the Fiscal Year 2015 budget

6e Ordinance O-15-1967

Adoption of the proposed Fiscal Year 2016 (FY 2016) budget

6f Ordinance O-15-1968

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2016 (FY 2016)

6g Ordinance O-15-1969

Approval to amend various sections of the Colleyville, Texas, Code of Ordinances, setting fees and charges for City services

6h Ordinance O-15-1970

Approval to amend Ordinance O-04-1446 to include non-voting liaison appointments to the Parks and Recreation Advisory Board

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-15-3898

Consideration of a waiver request to the sidewalk requirements on Lot 7, Block 3, of the Brighton Oaks subdivision located at 4204 Allendale Street, Case GC15-004

7b Resolution R-15-3903

Authorizing the abandonment of a portion of the public alley located in the Village at Colleyville development, and authorizing the city manager to execute the abandonment documents

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

9. REPORTS

Library Board Meeting Minutes - June 8, 2015

Quarterly investment report for the quarter ended June 30, 2015

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR SEPTEMBER 1, 2015- READING AND PUBLIC HEARING - RESOLUTION R-15-3904

11. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards Friday, August 28, 2015, by 5:00 p.m.

I hereby certify this agenda was updated to include the Executive Session item, Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the Municipal Court Judge, *and was reposted at 2:45 p.m., Saturday, August 29, 2015, on the City Hall bulletin boards.*

Amy Shelley, 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.

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Agenda Number PC-1 **Agenda Date** 09/01/2015
Type Pre Council
Department Public Works

Title
Discussion of fee increases from the Dallas Area Rapid Transit (DART) Authority for the use of DART rights-of-way (ROW) for utility lines

Strategy Map Connection
B4- Cultivate a culture of transparency and consistent communication

Explanation
City staff will provide a brief update to the renewal agreements that have been presented to the City by the Dallas Area Rapid Transit (DART). DART representatives will be in attendance during the Pre Council meeting to discuss the renewal agreements and to respond to City Council questions.

The City of Colleyville is a signatory to 15 License Agreements with DART dating back to 1981. These 15 agreements are located throughout the City of Colleyville and can be seen on the attached "Map of Agreements." Of the 15 existing agreements, DART is proposing to revise nine agreements.

Five of the 15 existing agreements require an annual fee be paid to DART for the right to have public infrastructure (water and sewer lines) in the DART ROW. Six of the existing agreements have no annual costs associated with them, and four of the existing agreements require the City provide a designated maintenance service. The maintenance service for road crossings is the maintenance of the road and trails located within the DART ROW, and the maintenance service agreement for the Cotton Belt Trail requires the City to provide the grounds keeping for the DART ROW throughout the City of Colleyville. The maintenance agreements costs the City approximately $23,000 annually for the basic maintenance, and additionally approximately $35,000 every three to five years for extensive tree trimming services. Attached to the briefing is Exhibit A - Summary of the Existing Agreements, which provides information on each of the existing 15 agreements.

In November 2014, DART representatives notified City staff a new fee structure had been adopted by the DART Board of Directors effective on October 1, 2014. It was later revealed that in 2012, DART commissioned a study, performed by ALBA Consulting, Inc., titled "DART Revenue Enhancement Project" (attached for reference). The study methodology was to look at revenue sources in other regional or area transportation agencies and then compare the existing DART fee structure to those that are in place in other regions. This study was the basis for the new fee structure.

Due to the fiscal calendar of the City of Colleyville and the late notice that was provided to the City, DART was informed this fee increase was not known to the City at the time the FY 2015 budget was adopted and no funds had been appropriated for these unforeseen additional expenses. The DART representative agreed to postpone the implementation of the new fee structure until FY 2016 to allow the City to appropriate the additional funds in the FY 2016 operating budget. The necessary funding to cover the costs associated with the new agreements has been incorporated into the proposed FY 2016 budget, which is under consideration.

On August 3, 2015, staff received from DART, the attached nine new licensing agreements that include revised fee amounts. Attached is Exhibit B – Table of Proposed Agreements, which is a table summarizing the nine proposed agreements submitted to the City for consideration and execution.

The total license fees for the 15 agreements for FY 2015 and earlier was $16,547 a year plus maintenance services. In FY 2016, the fees for the same 15 agreements will be $21,079 a year plus maintenance services(approximately $23,000 annually for the basic maintenance and approximately an additional $35,000 every three to five years for extensive tree trimming services). In FY 2019, the fees will be $33,541 a year plus maintenance services with an annual increase of 2.5 percent beginning in FY 2020 and each year after that for perpetuity.

The proposed agreements will be placed on a future City Council agenda for consideration.

Attachments

1. DART Rights-of-Way Increase in Licensing Fees Presentation
2. Location Map of DART Agreements
3. Exhibit A - Summary of Existing Agreements
4. Exhibit B - Table of Proposed Agreements
5. Exhibit C - Cost Comparision
6. DART Revenue Enhancement Study
7. Agreement No. 220791
8. Agreement No. 220792
9. Agreement No. 220793
10. Agreement No. 220794
11. Agreement No. 220795
12. Agreement No. 220796
13. Agreement No. 220797
14. Agreement No. 220798
15. Agreement No. 220799

DART Rights-of-Way Increase in Licensing Fees

Pre Council

September 1, 2015

Purpose

Presentation and discussion of the proposed nine agreements that have been submitted by Dallas Area Rapid Transit (DART) Authority for the use of DART rights-of-way for utility lines.

Background

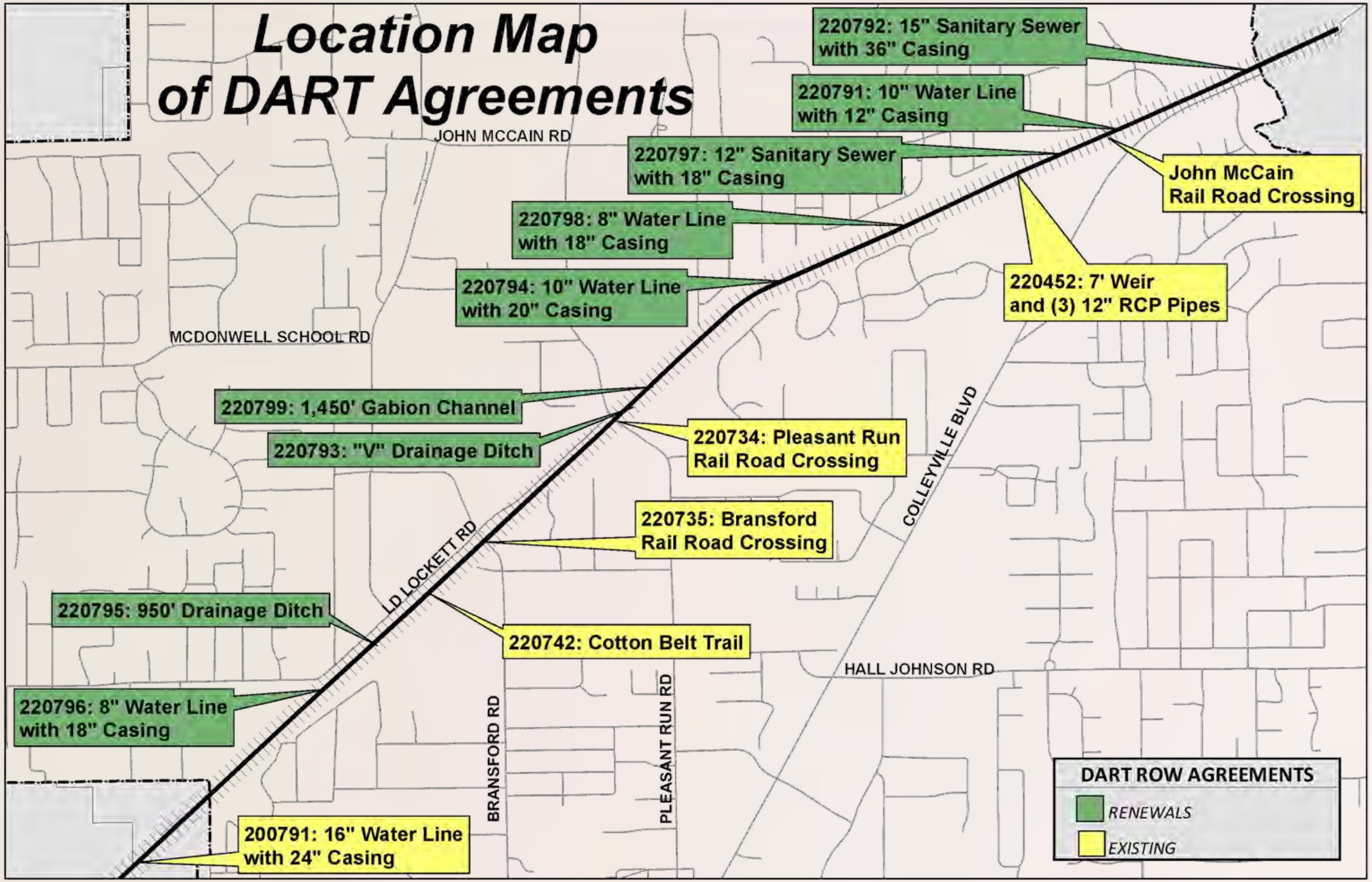
- The City of Colleyville is a signatory to 15 licensing agreements with DART, dating back to 1981
- Currently an annual licensing fee is charged for five of the agreements, four of the agreements require maintenance services to be provided by the City and six have no annual cost associated with the agreement
- In late 2014 the DART Board of Directors approved a new schedule of licensing fees for all municipally owned pipelines crossing or otherwise located within DART rights-of-way
- The new fees are specified in nine revised right-of-way agreements with an effective date of October 1, 2015

Current Agreements

Map Legend	Agreement Number	Type	Current Annual Expense
A	220791	10" Water Line 12" Casing	NA
B	220792	15" Sewer Line 36" Casing	NA
C	220793	Drainage Ditch	**$100.00**
D	220794	10" Water Line 20" Casing	NA
E	220795	Drainage Ditch	**$100.00**
F	220796	8" Water Line 18" Casing	NA
G	220797	12" Water Line 18" Casing	**$300.00**
H	220798	8" Water Line 18" Casing	**$300.00**
I	220799	Gabion Channel	NA
J	200791	16" Water Line	**$15,747.00**
K	220452	7" Weir & 3 12" RCP Pipes	NA
L	Not Numbered	John McCain Rail Road Crossing	Requires City to maintain the roadway and trail within the DART rights-of-way
M	220734	Pleasant Run Rail Road Crossing	Requires City to maintain the roadway and trail within the DART rights-of-way
N	220735	Bransford Rail Road Crossing	Requires City to maintain the roadway and trail within the DART rights-of-way
O	220742	Cotton Belt Trail	Requires City to mow and maintain the entire width of the DART rights-of-way through the City

Total Expenses **$16,547 plus maintenance services**

Map Location of Agreements



Agreements Being Renewed

Map Legend	Agreement Number	Type	Current Fee	FY 2016	FY 2017	FY 2018	FY 2019	2020 and Beyond
A	220791	10" Water Line 12" Casing	$0.00	$525.00	$1,050.00	$1,575.00	$2,095.00	Annual increase of 2.5%
B	220792	15" Sewer Line 36" Casing	$0.00	$640.00	$1,280.00	$1,920.00	$2,565.00	Annual increase of 2.5%
C	220793	Drainage Ditch	$100.00	$280.00	$460.00	$640.00	$825.00	Annual increase of 2.5%
D	220794	10" Water Line 20" Casing	$0.00	$635.00	$1,270.00	$1,905.00	$2,535.00	Annual increase of 2.5%
E	220795	Drainage Ditch	$100.00	$285.00	$470.00	$655.00	$840.00	Annual increase of 2.5%
F	220796	8" Water Line 18" Casing	$0.00	$635.00	$1,270.00	$1,905.00	$2,535.00	Annual increase of 2.5%
G	220797	12" Water Line 18" Casing	$300.00	$675.00	$1,050.00	$1,425.00	$1,800.00	Annual increase of 2.5%
H	220798	8" Water Line 18" Casing	$300.00	$750.00	$1,200.00	$1,650.00	$2,095.00	Annual increase of 2.5%
I	220799	Gabion Channel	$0.00	$110.00	$220.00	$330.00	$435.00	Annual increase of 2.5%

Financial Impact

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2020 and Beyond
Total annual cost based on the current DART agreements (excluding maintenance services)	$16,547	$17,344	$17,758	$18,182	$18,616	Annual Increase of about 2.39% (approximately $450 a year)
Percent (%) change from previous year (existing agreements)	NA	4.82%	2.39%	2.39%	2.39%	Annual Increase of about 2.39% (approximately $450 a year)
Total annual cost based on the proposed DART agreements (excluding maintenance services)	$16,547	$21,079	$25,228	$29,387	$33,541	Annual increase of 2.5% (approximately $840 a year)
Percent (%) change from previous year (proposed agreements)	NA	27.39%	19.68%	16.49%	14.14%	Annual increase of 2.5% (approximately $840 a year)

Next Steps

Staff will present the nine proposed agreements on a future City Council agenda for consideration.

Questions and Discussion

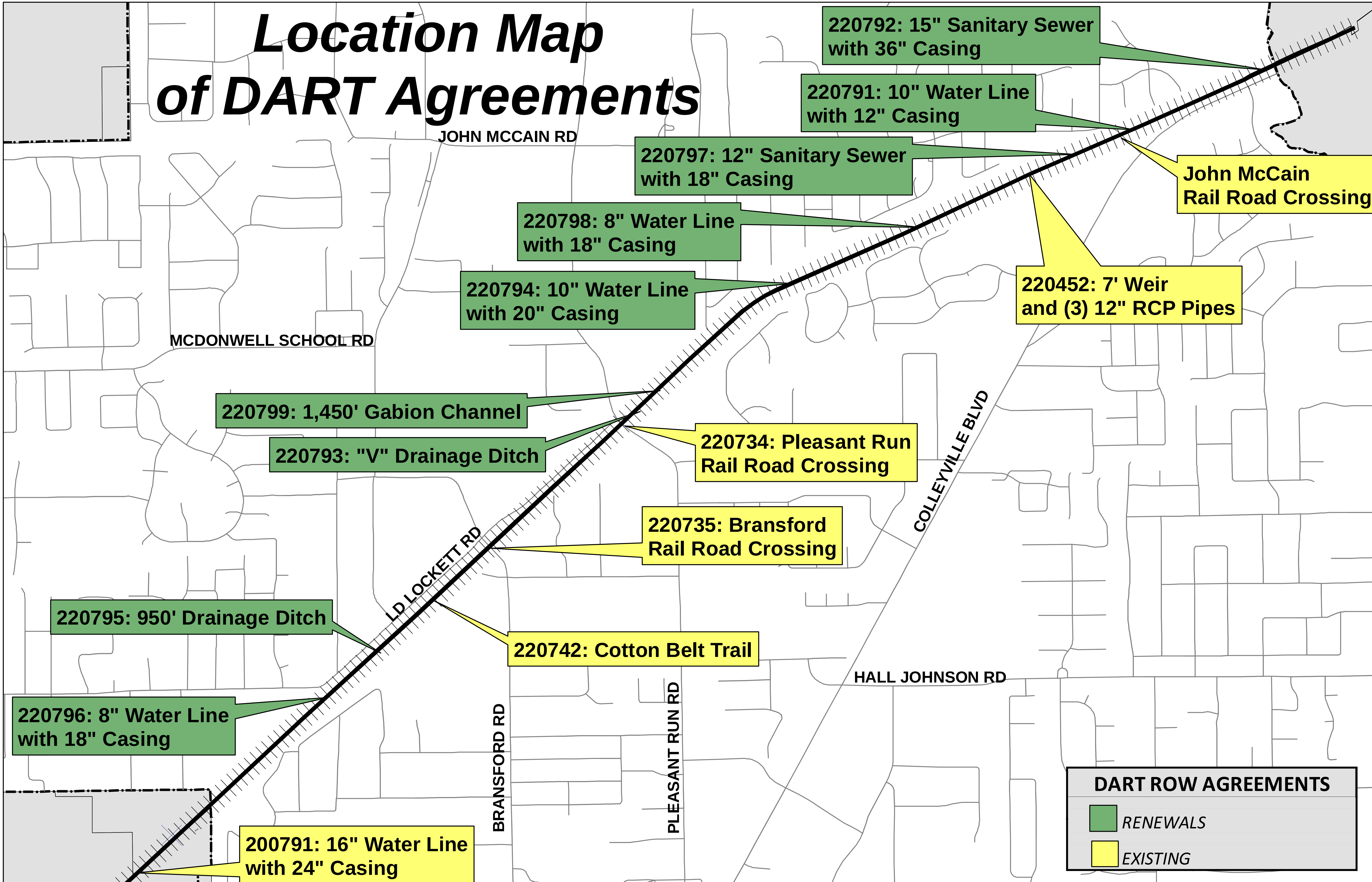

Location Map
of DART Agreements
220792: 15" Sanitary Sewer
with 36" Casing
220791: 10" Water Line
with 12" Casing
220797: 12" Sanitary Sewer
with 18" Casing
John McCain
Rail Road Crossing
220798: 8" Water Line
with 18" Casing
220794: 10" Water Line
with 20" Casing
220452: 7' Weir
and (3) 12" RCP Pipes
JOHN MCCAIN RD
MCDONWELL SCHOOL RD
220799: 1,450' Gabion Channel
220793: "V" Drainage Ditch
220734: Pleasant Run
Rail Road Crossing
COLLEYVILLE BLVD
220735: Bransford
Rail Road Crossing
LD LOCKETT RD
220795: 950' Drainage Ditch
220742: Cotton Belt Trail
HALL JOHNSON RD
220796: 8" Water Line
with 18" Casing
BRANSFORD RD
PLEASANT RUN RD
200791: 16" Water Line
with 24" Casing
DART ROW AGREEMENTS
RENEWALS
EXISTING

Exhibit A - Summary of Existing Agreements

Map Legend	Agreement Number	Type	Current Annual Expense
A	220791	10" Water Line 12" Casing	NA
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		Total Expenses	**$16,547 plus maintenance services**

Exhibit B - Table of Proposed Agreements

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Exhibit C - Cost Comparison

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	2020 and Beyond
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ALBA CONSULTING INC.
Our Ability is in Utility

DART Revenue Enhancement Project

September 17, 2012

ALBA CONSULTING INC.
Our Ability is in Utility

Revenue Enhancement Program

DART Revenue Enhancement Program

9/15/2012

DART Revenue Enhancement Project

I. **SUMMARY**

II. **APPROACH**
  A. **Scope of Work**

III. **REVENUE IN ROW**
  1. Rates

- a. Pipelines – Longitudinal
  1. Pressurized/Hazardous/Longitudinal, per linear foot – Greater than 110'
  2. Pressurized/Non-Hazardous/Longitudinal,per linear foot- Greater than 110'
  3. Non-Pressurized, Non-Hazardous/Longitudinal, per linear foot- Greater than 110'
- b. Pipelines - Transverse/Crossing
  1. Pressurized/Hazardous/Transverse, fixed – Less than 110' or width of corridor
  2. Non-Pressurized/Non-Hazardous/Transverse, fixed – Less than 110' or width of corridor
  3. Pressurized/Non-Hazardous/Transverse, fixed – Less than 110' or width of corridor
- c. Electric – Longitudinal
  1. Underground Electric/Longitudinal, per linear foot, per conduit or encased pipe – Greater than 110'
  2. Aerial Electric Longitudinal, per linear foot – Greater than 110'
- d. Electric – Transverse/Crossing
  1. Aerial Electric Transverse, fixed – Less than 110' or width of corridor
  2. Underground Electric Transverse, fixed, per conduit or encased pipe, fixed – Less than 110' or width of corridor
- e. Electrical – Premium Voltage Rate for Electrical Longitudinal, Transverse, Aerial and Underground
- f. Fiber Optics (All) - Longitudinal (Including Dark Fiber)
- g. Fiber Optics (All) – Transverse/Crossing (Including Dark Fiber)
- h. Non Fiber (Coaxial) - Longitudinal
  1. Aerial and Underground Non-fiber –Longitudinal, per linear foot – Greater than 110'
- i. Non Fiber (Coaxial) Transverse/ Crossing
  1. Aerial Non Fiber – Transverse, fixed – Less than 110' or width of corridor
  2. Underground Non Fiber Transverse, fixed, per conduit or encased pipe, fixed – Less than 110' or width of corridor
- j. Drainage Pipe, Boring Casing, and Vacant Conduits – Longitudinal
  1. Non-Pressurized, Non-Hazardous Longitudinal per linear foot- Greater than 110'
- k. Drainage Pipe, Boring Casing, and Vacant Conduits – Transverse/Crossing
  1. Non-Pressurized, Non-Hazardous – Transverse/Crossing – Less than 110' or width of corridor
- l. Other
- m. Towers - Telecom

IV. **REAL ESTATE, COMMUTER RAIL, AND FINANCE BILLING AND COLLECTION PROCEDURES**

V. **AGREEMENTS**

- a. Pre -2010
- b. Post - 2010
- c. Reciprocal
- d. Green Line

VI. **FIELD ASSET IDENTIFICATION**

VII. **PROJECT REQUIREMENTS**

VIII. **RECOMMENDATIONS**

DART Revenue Enhancement Project

I. SUMMARY

1. Methodology:

a. **To develop findings and recommendations, the following activities were conducted:**

Meetings with Real Estate, Commuter Rail, Computer Mapping, and Finance key staff.
Review of existing Billing and Collection procedures.
Review of existing Pre-1950 Agreements.
Review of existing Pre 2000 Agreements.
Review of existing Green Line Agreements.
Review of existing Reciprocal Agreements.
Review of Governmental Policies impacting DART.
Interviews with 18 LRT Programs regarding Utility Rates in ROW.
Interviews with 7 Transit Oriented Development (TOD) public agencies regarding Utility Rates.

b. **To develop findings and recommendations, the following Transit Agencies contacted were:**

Boston – MBTA
San Francisco- Muni Metro
Los Angeles – LACMTA
Portland – TRIMET
Philadelphia – SEPTA
Denver – RTD
Salt Lake City – UTA TRAXX
St. Louis – MetroLink
Sacramento – SACRT
Jersey City – Hudson Bergen / Trenton/ Camden – River Line
Phoenix – Metro
San Jose – Santa Clara VTA
Baltimore – MTA
Pittsburgh – The T
Oceanside – Sprinter
Washington D.C. – WMATA
Dallas - TRE

c. **To develop findings and recommendations, the following Transit Oriented Development (TOD) agencies contacted were:**

Boston
Washington D.C.
New Jersey
Portland
San Jose
Los Angeles
Denver

d. **To develop findings and recommendations, the agencies with the most comprehensive responses were:**

Boston (MBTA)
Los Angeles (LACMTA)
Philadelphia (SEPTA)
New Jersey
Washington D.C. (WMATA)
Denver (RTD)
Sacramento (all email communication)

DART Revenue Enhancement Project

I. **SUMMARY** - cont'd

1. **Methodology:**

e. **To develop findings and recommendations, the following Governmental Policies reviewed were:**

Senate Bill 18 and Texas Transportation, Code 452.
Texas PR Code 21.024 (G&O) and Title 8 Subtitle C,
Texas Government Code 552.0037 Eminent Domain
House Bill 971-37056 Electrical Transmission
DART Real Estate Policy & Procedures

f. **To develop findings and recommendations, the following DART Staff reviewed were:**

Real Estate Division Staff
Commuter Rail (TRE) Division Staff
CADD Support Section Staff
Finance Division Staff

II. APPROACH – SCOPE OF WORK

a. Fees in ROW:

Review Agreements, fees and rates associated with utilities located within DART's AOI for current and potential new revenue streams. Review Transit Oriented Development (TOD) utility fees. DART will address this topic in its Fee Structure.

b. Billing and Collections:

Review DART Real Estate, Commuter Rail, and Finance procedures. DART will address this topic in its Fee Structure.

c. Agreements:

Review DART Pre-1950 agreements (those which DART has inherited through purchase of rail corridors), Post-1950 agreements for agreement language, types of agreements, agreement timelines, renegotiation process, and associated fees and rates. Review ONCOR/DART Reciprocal Agreement. Review Governmental Policies that affect DART's ability to capture new revenue streams. DART will address this topic in its Fee Structure.

d. Field Asset Identification:

Physical system-wide utility infrastructure review of AOI for comparison with existing agreements, identify infrastructure on system maps, and develop annual review procedures. DART will address this topic in its Fee Structure.

III. REVENUE IN ROW

1. Rates

a. General:
Based on discussions with other agencies, the rates for DART can and should be adjusted. This review did not match size of agencies that are comparable to DART, but looked at Best Practices throughout the country and brought those rates in for review and discussion with team. There are 2 paths in development of rates. There are the Agencies who have participated in developing a methodology with an Appraisal Study of rates and there are agencies who utilize Fair Market Value (FMV) or Over The Fence (OTF).

b. Telecommunications:
Across the Light Rail Transit systems, there were not a lot of longitudinal encroachments from the telecommunications industry. However, there is still growth in fiber optic. Most of the revenue producing involves transverse or lateral crossings. Agencies are now making an effort to inspect their Area of Influence (AOI) to assure that there aren't illegal or previously-unnoticed encroachments that are not paying fees. DART will address this topic in its Fee Structure.

c. Electric, and Pipeline:
In discussions regarding these specific utilities, it seems to be the rule to utilize linear foot and pipe diameter costs for a rate structure. DART will address this issue in its proposed Rate Structure. DART will address this topic in its Fee Structure.

d. Cable Strand Size
In discussions with other LRT's, cable is lumped in with fiber, which can cause confusion. These are two different types of conduits. DART will separate these by Fiber Optic and Non Fiber (Coaxial) in its proposed Rate Structure. DART will address this topic in its Fee Structure.

e. Innerduct, Empty
In discussions, it has been realized carriers installing empty innerducts rarely notify owner they are activating the vacant innerducts. DART will address this topic in its Fee Structure.

f. Fiber Optic Pipe Size
In discussions with Los Angeles (LACMTA), their internal studies showed the conduit placement of 432,648 and 864 strand cable counts was able to exist in a 1.5" duct. LACMTA has established the 1.5" as their standard pipe size for their fee rate structure. DART will need to establish 1.5" as their standard pipe size for their fee rate structure to assure all future installation can be accounted for. DART will address this topic in its Fee Structure.

g. Fiber Optic
In discussions with other LRT's, the accounting for the amount of strands per conduit has been a Rate Structure utilized by many. However, these same agencies also used the count of individual strands as part of their Rate Structures. DART will address this topic in its Fee Structure.

h. Dark Fiber Optic (Unlit Fiber for future use)
Agencies vary on how to handle this "new" income-producing product. There are LRT's who utilize Dark Fiber as an "In Kind" contribution for product installed on longitudinal runs in the ROW. BART (San Francisco), in a 2009 study, licensed these inactive fibers to utilize in WiFi for their riders and to increase revenue. However, there are LRT's that are charging this unlit fiber within their ROW. DART will address this topic in its Fee Structure.

i. Drainage
In discussions with other LRT's there is a commonality in policy. If any utility or Lessee enters a LRT AOI, it would require a signed Agreement and presented with a fee schedule for encroachment into their AOI, based on FMV. WMATA in their model for revenue streams has declared "they have to offset their costs so there is nothing for free." DART will address this in its Fee Structure. *See VII. Recommendation section*

III. REVENUE IN ROW - cont'd

j. Utility Rate Methodologies
DART has not participated in a Utility Appraisal Study and is currently utilizing rates developed internally. In our review of other LRT's, we focused on MBTA (Boston), TRIMET (Portland), and SACRT (Sacramento) and their Utility Appraisal Study methodologies to develop DART's base rate structure. However, discussions with other agencies regarding Best Practices will be part of this report. DART will address this topic in its Fee Structure.

k. Demographics / Zones
The LRT programs in MBTA (Boston), TRIMET (Portland), and SACRT (Sacramento) use area zones to set rates for all different types of encroachments. Zones are based on density of population, volume of business activity (measured by the size of buildings, number of business parks, hospitals, etc.). Zones are generally sorted into three types: Urban, Suburban, and Exurban. DART Team has voted against utilizing zones and requested to use a singular zone.

l. Administrative Fees
In discussions with other rail programs, administrative fees and/or one-time permitting fees are used to cover initial reviews when an agreement is signed and submitted. DART currently has best practice Administrative Fee; however it does not cover expenses after the initial review. DART will address this topic in its Fee Structure.
**See VII. Recommendation section*

m. Agreement Fees
DART uses agreements that are necessary for terms and conditions. Many of the Light Rail Transit agencies efforts begin with a new agreement. However, DART must update its agreements to meet Proposed Fee and Rate increases. DART will address this topic in its Fee Structure.
**See VII. Recommendation section*

n. COLA
In interviews, it was apparent LRT's were utilizing a Cost of Living Adjustment (COLA) in place of the CPIU, and/or in conjunction with a COLA. Using a COLA in place of the CPIU allow agencies a fixed increase to forecast funds for budgets and to reduce costs for administrative support. DART will address this topic in its Fee Structure. **See VII. Recommendation section*

o. Transit Oriented Development (TOD) Utility Rates
In reviews with the seven (7) TOD's, there were consistencies in how other LRT's provide additional revenue streams. DART has been provided two (2) recommendations. DART will address this topic in its Fee Structure.
**See VII. Recommendation section*

p. Communication Towers
In our review VTA (Santa Clara) in 2012 developed a Telecom Fee Schedule based on their study performed in southern California in one of the nation's most advanced telecom areas. This is the only true review throughout the country. DART will address this topic in its Fee Structure. **See attachment in VII. Recommendation section*

IV. REAL ESTATE, COMMUTER RAIL, AND FINANCE BILLING AND COLLECTION PROCEDURES

In review and discussions with staff, it is found all three departments have separate and different procedures. Currently, DART is not collecting late fees and or interest as agreed to in Utility Agreements. This amount is estimated at thirty thousand ($30,000.00) per year. The RE, CR and Finance estimated yearly personnel hours used for Billing and Collection process are two thousand three hundred and forty four (2,344) annually. *See VII. Recommendation section*

V. AGREEMENTS

a. Pre-2010 Agreements
In discussions with other rail agencies, particularly Sacramento and SEPTA, they have become aggressive in updating their agreements. In our review of the Pre-2010 DART agreements, DART, by its own written agreement, has the ability to vacate its agreements. However, a program needs to be established to identify and address this specific issue with legal support regarding the three thousand Non Revenue Agreements in DART's inventory. **See VII. Recommendation section*

b. Post-2010 Agreements
In review of Post-2010 agreements, DART needs to clearly define the expectations within the agreement to help in Billing and Collections, Proposed Methods of Termination and Relocation Benefits, Interest and Late Fees, Proposed New Fees, Proposed Rate Increases, Proposed Design Criteria, Proposed Management Fees, Responsibility for Cost of Work, and As-Built Requirements.
**See VII. Recommendation section*

c. Reciprocal Agreements
In review of this document, DART needs to determine if this agreement will provide stability for its future growth. The "big picture" gives this document validity. If the users of this document were of the same understanding and, in our review, it does not appear that all parties are on the same page. A utility is utilizing this Reciprocal Agreement to its advantage. DART will need to make a business decision regarding this Agreement and its bottom line.
**See VII. Recommendation section*

d. Green Line Agreements
In review of the Green Line Agreements, **we were unable to locate any agreements.** In review of the contract files, it was clear that all charges were accepted regardless of responsibility.

VI. FIELD ASSET IDENTIFICATION

a. History
DART did not have an Asset Identification process. This was not uncommon throughout the country, and it all agreed that it would create additional revenue. However, because of past lack of assets and quick growth, DART did not implemented a program.

b. Present
DART, in Pre-2012, started a Field Asset Identification review, however it lacked the manpower, coordination, and communication required of CADD, Real Estate, and Commuter Rail to truly identify utilities within DART ROW.

c. Future
DART will need to add and dedicate manpower to a Field Asset Identification project. DART will need to add fees to offset the cost of this manpower. **See VII. Recommendation section*

VII. PROJECT REQUIREMENTS

a. Project Supporting Documentation
b. Project Assets Review
**See VII. Recommendation section*

DART Revenue Enhancement Project

VIII. RECOMMENDATIONS

1. Rates

a. Pipelines – Longitudinal
   1. Pressurized/Hazardous/Longitudinal, per linear foot – Greater than 110'
   2. Pressurized/Non-Hazardous/Longitudinal, per linear foot- Greater than 110'
   3. Non-Pressurized, Non-Hazardous/Longitudinal, per linear foot- Greater than 110'

b. Pipelines - Transverse/Crossing
   1. Pressurized/Hazardous/Transverse, fixed – Less than 110' or width of corridor
   2. Non-Pressurized/Non-Hazardous/Transverse, fixed – Less than 110' or width of corridor
   3. Pressurized/Non-Hazardous/Transverse, fixed – Less than 110' or width of corridor

c. Electric – Longitudinal
   1. Underground Electric/Longitudinal, per linear foot, per conduit or encased pipe – Greater than 110'
   2. Aerial Electric Longitudinal, per linear foot – Greater than 110'

d. Electric – Transverse/Crossing
   1. Aerial Electric Transverse, fixed – Less than 110' or width of corridor
   2. Underground Electric Transverse, fixed, per conduit or encased pipe, fixed – Less than 110' or width of corridor

e. Electrical – Premium Voltage Rate for Electrical Longitudinal, Transverse, Aerial and Underground

f. Fiber Optics (All) - Longitudinal (Including Dark Fiber)

g. Fiber Optics (All) – Transverse/Crossing (Including Dark Fiber)

h. Non Fiber (Coaxial) - Longitudinal
   1. Aerial and Underground Non-fiber –Longitudinal, per linear foot – Greater than 110'

i. Non Fiber (Coaxial) Transverse/ Crossing
   1. Aerial Non Fiber – Transverse, fixed – Less than 110' or width of corridor
   2. Underground Non Fiber Transverse, fixed, per conduit or encased pipe, fixed – Less than 110' or width of corridor

j. Drainage Pipe, Boring Casing, and Vacant Conduits – Longitudinal
   1. Non-Pressurized, Non-Hazardous Longitudinal per linear foot- Greater than 110'

k. Drainage Pipe, Boring Casing, and Vacant Conduits – Transverse/Crossing
   1. Non-Pressurized, Non-Hazardous – Transverse/Crossing – Less than 110' or width of corridor

l. Other

m. Towers – Telecom

**See attachment.*

2. Utility Rate Methodology

DART has developed its base rate on the following LRT's that have completed Utility Appraisal Studies: MBTA (Boston), TRIMET (Portland), and SACRT (Sacramento). DART's base rate was created by averaging the Level 1 of each above listed LRT.

3. Transit Oriented Development – Utilities

Recommendations: DART may consider the following:

- Utility corridors within DART-owned easements for project for future revenue streams.
- New connector agreements involving any connection with other development for additional revenue streams.

4. Towers – Telecom

Recommendation: Utilize Best Practice VTA (Santa Clara) Fee Schedule provided. DART will address this topic in its Fee Structure. **See attachment.*

5. Cost of Living Adjustment (COLA)

Recommendation: Replace the CPIU with a fixed COLA. This would allow for easier budget forecast and minimize administrative hours in this process. COLA fees should be part of past, current, and future agreements.

6. Drainage

Recommendation: This piping should be part of DART's rate structure, and should be treated and documented with a Master Agreement. *See Rates.*

VIII. RECOMMENDATIONS – cont'd

7. Cable Strand Size

Recommendation: DART will utilize cable strand counts and will charge accordingly. These fees will bring additional revenue to DART, if Rate Structure is followed as designed.

8. Innerduct,Empty

Recommendation: DART will document and charge for empty innerducts. This charge will allow DART to collect Fees associated with the installation without worrying if Utility is installing additional cable without DART's knowledge.

9. Fiber Optic Pipe Size

Recommendation: DART will need to establish 1.5" as their standard pipe size for their fee rate structure to assure all future installation can be accounted for. DART will address this topic in its Fee Structure.

10. Fiber Optic

Recommendation: DART will utilize cable strand counts and will charge accordingly. These fees will bring additional revenue to DART, if Rate Structure is followed as designed.

11. Dark Fiber (Unlit for Future Use)

Recommendation: DART will document and charge for unlit fiber. This charge will allow DART to collect Fees associated with the installation without worrying if Utility is utilizing fiber without DART's knowledge.

12. Agreements

a. Pre-2010 Agreements

Recommendation: DART should begin to renegotiate old, stagnate accounts. DART has the ability to terminate accounts if handled correctly and with legal support.

b. Reciprocal Agreements.

Recommendation: It would be in DART's best to rescind this agreement.

c. Post-2010 Agreements

Recommendations:

1. Master License Agreement should be utilized by DART: as defined in rail and road industries as the **Primary Agreement for a specific project.**
2. Master License Agreements should be mandatory when DART accepts properties or ROW from other sources
3. Amendments – DART should not utilize amendments.
4. Master License Agreement should establish date of being late on the 1st of the month to help to Billing and Collection process.
5. Master License Agreement Late Fee interest should be defined as compound in body of Agreement.
6. Master License Agreement Fee Structure and Terms and Conditions be reviewed every three (3) years. Language regarding this 3 year review will be within the Master Agreement.
7. Master License Agreement should collect utility fees and "new" COLA increases annually.
8. Master License Agreement methods of termination within body of Master Agreement should be consistent within Real Estate and Commuter Rail.
9. Master License Agreement should have detailed explanation regarding what is being installed in DART ROW.
10. Master License Agreements should document Management Fees within the Agreement.
11. Master License Agreements should document Responsibility for Cost of Work within the Agreement.
12. Master License Agreements should document Microstation electronic files within the Agreement.

VIII. **RECOMMENDATIONS – cont'd**

d. Green Line Agreements

Recommendations:

1. DART must make every effort to document relocation of utilities within DART ROW with an Agreement.
2. DART staff should consider responsibility of change orders and not pay those change orders that DART should not be paying for.
3. DART must make every effort to identify the utilities that are in the ROW from the relocation, notify the utility, prepare an agreement, and bring them into DART's Revenue System.

13. Fees

Recommendations:

a. License Agreement Application Fee (One Time Fee) of $2,500.00
b. License Amendment Application Fee (One Time Fee) of $2,500.00
c. License Agreement Application Upgrade Fee (One Time Fee) of $1,900.00 (Original Cost $600.00)
d. Management Annual Review Fee of $300.00.
e. Management Annual Non Hazardous Review Fee of $400.00
f. Management Annual Hazardous Review Fee of $500.00
g. Management Follow Up Non Hazardous Utilities Review Fee of $500.00
h. Management Follow Up Hazardous Utilities Review Fee of $600.00
i. Right of Entry – Survey Fee of $1,000.00
j. Right of Entry – Construction Crossing Fee of $2,000.00
k. Right of Entry – Construction Longitudinal Fee of $3,500.00

14. Real Estate, Commuter Rail, and Finance Billing Collection Procedures

DART collection of late fees and interest as agreed to in Utility Agreements would attempt to offset actual cost of the process for Collection of Billing for Real Estate, Commuter Rail and Finance.

Recommendations:

a. Centralized Billing
b. Lawson software update for Billing and Collection
c. Collection due date moved to first business day of each month
d. Late date to be industry standard to be ten (10) days
e. Billing and Collection process to be handled by Finance
f. Update of DART billing statement, reflecting:
   f.1 Division Mailing Address
   f.2 Late payment fee
   f.3 Interest fee charge
   f.4 Date payment is Due
   f.5 Date payment is Late
   f.6 Billing Point of Contact (Name)
   f.7 Phone Number of Contact
   f.8 Fax Number of Contact
   f.9 Agreement and Project Name
   f.10 Responsible Division
   f.11 Real Estate and Commuter Rail to have a single point of contact in coordination with Finance
   f.12 Agreement verbiage regarding late fees and interest update
   f.13 Finance attempt to minimize data sources in the Billing and Collection to less than three data sources

DART Revenue Enhancement Project

VIII. RECOMMENDATIONS – cont'd

15. Field Asset Identification

In our review, we have sampled 301 Agreements and found 25% undocumented/unaccounted utilities in ROW. This could be the largest new revenue stream in DART's possession.

Recommendation:
Develop physical system-wide utility infrastructure review of Area of Influence for comparison to existing agreements, to identify utility infrastructure on DART system maps, and develop annual review procedures.

16. Project Requirements

Recommendations:
1. DART Revenue Enhancement Projections, FY13-FY16 (attached)
2. DART Staff Rates (attached)
3. DART Fees Hourly Breakdown (attached)
4. DART Staff Labor Hours (attached)
5. DART Staff and Supplies Breakdown Hours (attached)
6. DART Contractor (Alba) Project Timelines (attached)
7. DART will require fixed and/or temporary assets to complete this project. This is based on Revenue Enhancement Program Team discussions.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

1. PIPELINES- LONGITUDINAL is the use of an area greater than 110'. Transverse is rated at 110' and less.
Inside Diameter = Standard Industry Specification Requirement
Proposed DART fees are Averaged and Rounded to the nearest dollar and ending in 0 or 5.

a.	Pressurized/Hazardous/Longitudinal, per linear foot – Greater than 110'									
	MBTA-1	TRIMET-1	SACRT		N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"	$5.08	$6.30	$3.50			$87.00 per linear foot	$19.00 per linear foot	$2500 per yr minimum	$4.96	$3.50
Inside diameter up to 4"	$7.19	$9.15	$5.00				$19.00 per linear foot	$2500 per yr minimum	$7.11	$5.00
Inside diameter up to 8"	$10.17	$12.65	$7.00				$19.00 per linear foot	$2500 per yr minimum	$9.94	$7.00
Inside diameter up to 12"	$12.45	$15.50	$8.50				$23.00 per linear foot	$2500 per yr minimum	$12.15	$8.50
Inside diameter up to 18"	$15.25	$19.00	$11.00				$23.00 per linear foot	$2500 per yr minimum	$15.08	$11.00
Inside diameter up to 24"	$17.62	$22.00	$13.00				$25.00 per linear foot	$2500 per yr minimum	$17.54	$13.00
Inside diameter up to 30"	$19.70	$24.50	$14.00				$25.00 per linear foot	$2500 per yr minimum	$19.40	$14.00
Inside diameter up to 36"	$21.57	$26.20	$15.00				$26.00 per linear foot	$2500 per yr minimum	$20.92	$15.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)
All Longitudinal Agreements are subject to DART VP Review and Approval.

b.	Pressurized/Non-Hazardous/Longitudinal, per linear foot – Greater than 110'									
	MBTA-1	TRIMET - 1	SACRT		N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"	$4.32	$5.40	$3.00			$57.60 per linear foot	$19.00 per linear foot	$2500 per yr minimum	$4.24	$3.00
Inside diameter up to 4"	$6.11	$7.60	$4.25				$19.00 per linear foot	$2500 per yr minimum	$5.99	$4.25
Inside diameter up to 8"	$8.65	$10.75	$6.00				$19.00 per linear foot	$2500 per yr minimum	$8.47	$6.00
Inside diameter up to 12"	$10.59	$13.15	$7.50				$20.00 per linear foot	$2500 per yr minimum	$10.41	$7.50
Inside diameter up to 18"	$12.97	$16.10	$9.00				$20.00 per linear foot	$2500 per yr minimum	$12.69	$9.00
Inside diameter up to 24"	$14.97	$18.65	$10.50				$21.00 per linear foot	$2500 per yr minimum	$14.71	$10.50
Inside diameter up to 30"	$16.74	$20.80	$12.00				$21.00 per linear foot	$2500 per yr minimum	$16.51	$12.00
Inside diameter up to 36"	$18.34	$22.80	$12.50				$22.00 per linear foot	$2500 per yr minimum	$17.88	$12.50

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)
All Longitudinal Agreements are subject to DART VP Review and Approval.

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

PIPELINES - LONGITUDINAL - is the use of an area greater than 110'. Transverse is rated at 110' and less.
Inside Diameter = Standard Industry Specifications Requirement
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

c.	Non-Pressurized, Non-Hazardous/ Longitudinal, per linear foot – Greater than 110'									
	MBTA-1	TRIMET - 1	SACRT		N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"	$3.57	$4.40	$2.50			$9.60		$2500 per yr minimum	$3.49	$2.50
Inside diameter up to 4"	$5.04	$6.30	$3.50			$19.20		$2500 per yr minimum	$4.95	$3.50
Inside diameter up to 8"	$7.12	$9.00	$5.00			$38.40		$2500 per yr minimum	$7.04	$5.00
Inside diameter up to 12"	$8.72	$11.00	$6.00			$57.60		$2500 per yr minimum	$8.57	$6.00
Inside diameter up to 18"	$10.68	$13.50	$7.50			$86.40		$2500 per yr minimum	$10.56	$7.50
Inside diameter up to 24"	$12.33	$15.50	$8.50			$115.20		$2500 per yr minimum	$12.11	$8.50
Inside diameter up to 30"	$13.79	$17.25	$10.00			$144.00		$2500 per yr minimum	$13.68	$10.00
Inside diameter up to 36"	$15.10	$19.00	$11.00			$172.80		$2500 per yr minimum	$15.03	$11.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)
All Longitudinal Agreements are subject to DART VP Review and Approval.

1.1 PIPELINE TRANSVERSE/CROSSING – is the use of an area less than 110' or width of corridor. Longitudinal is rated at 110' and more.
Inside Diameter = Standard Industry Specification Requirement
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a.	Pressurized/Hazardous/Transverse, fixed - Less than 110' or width of corridor								
	MBTA -1	TRIMET -1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"	$1,113.91	$1,387.50	$750.00		$576.00		$2500 per yr	*$2000.00 **$1083.80	$2000.00
Inside diameter up to 4"	$1,575.09	$1,960.00	$1000.00	3"= $355.00	$612.00		$2500 per yr	*$2100.00 **1511.70	$2100.00
Inside diameter up to 8"	$2,227.81	$2,770.00	$1500.00		$684.00		$2500 per yr	$2165.94	$2165.00
Inside diameter up to 12"	$2,728.78	$3,390.00	$1850.00	>12' " = $490.00	$756.00		$2500 per yr	$2656.26	$2655.00
Inside diameter up to 18"	$3,341.72	$4,160.00	$2250.00		$864.00		$2500 per yr	$3250.57	$3250.00
Inside diameter up to 24"	$3,858.89	$4,800.00	$2700.00	$490.00 + $23.00 per inch over ID over first 12"	$972.00		$2500 per yr	$3786.30	$3785.00
Inside diameter up to 30"	$4,314.18	$5,365.00	$3000.00	*	$1,080.00		$2500 per yr	$4226.39	$4225.00
Inside diameter up to 36"	$4,725.26	$5,875.00	$3250.00	*	$1,188.00		$2500 per yr	$4616.75	$4615.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

PIPELINE TRANSVERSE/CROSSING - is the use of an area less than 110' or width of corridor. Longitudinal is rated at 110' and more.
Inside Diameter = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

b. Non-Pressurized/Non-Hazardous/Transverse, fixed – Less than 110' or width of corridor									
	MBTA-1	TRIMET-1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"	$618.84	$770.00	$400.00		$336.00		$2500 per yr	*$1000.00 **$596.28	$1000.00
Inside diameter up to 4"	$875.21	$1,090.00	$600.00		$372.00		$2500 per yr	*$1195.00 **$855.07	$1195.00
Inside diameter up to 8"	$1,237.67	$1,540.00	$850.00		$444.00		$2500 per yr	$1209.22	$1210.00
Inside diameter up to 12"	$1,516.15	$1,885.00	$1100.00	>$238.00	$516.00		$2500 per yr	$1500.38	$1500.00
Inside diameter up to 18"	$1,856.51	$2,310.00	$1250.00		$624.00		$2500 per yr	$1805.50	$1800.00
Inside diameter up to 24"	$2,143.83	$2,670.00	$1500.00	>$331.00	$732.00		$2500 per yr	$2104.61	$2105.00
Inside diameter up to 30"	$2,397.26	$2,980.00	$1700.00		$840.00		$2500 per yr	$2359.09	$2360.00
Inside diameter up to 36"	$2,625.64	$3,265.00	$1800.00	$355.00 + $8.00 per inch of ID	$948.00		$2500 per yr	$2563.55	$2565.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)

PIPELINE TRANSVERSE/CROSSING – is the use of an area less than 110' or width of corridor. Longitudinal is rated at 110' and more.
Inside Diameter = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

c. Pressurized/Non-Hazardous/Transverse, fixed – Less than 110' or width of corridor									
	MBTA-1	TRIMET-1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"	$866.37	$1,080.00	$600.00		$336.00		$2500 per yr	*$1000.00 **$855.46	$1000.00
Inside diameter up to 4"	$1,225.89	$1,520.00	$800.00		$372.00		$2500 per yr	$1181.96	$1180.00
Inside diameter up to 8"	$1,732.74	$2,150.00	$1200.00		$444.00		$2500 per yr	$1694.25	$1695.00
Inside diameter up to 12"	$2,121.73	$2,660.00	$1500.00	>$288.00	$516.00		$2500 per yr	$2093.91	$2095.00
Inside diameter up to 18"	$2,599.12	$3,250.00	$1750.00		$624.00		$2500 per yr	$2533.04	$2535.00
Inside diameter up to 24"	$3,001.36	$3,725.00	$2000.00	>$365.00	$732.00		$2500 per yr	$2908.79	$2910.00
Inside diameter up to 30"	$3,354.98	$4,170.00	$2250.00		$840.00		$2500 per yr	$3258.33	$3260.00
Inside diameter up to 36"	$3,676.19	$4,570.00	$2500.00		$948.00		$2500 per yr	$3582.06	$3580.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

2. ELECTRIC – LONGITUDINAL – is the use of an area more than 110'. Transverse is rated at 110' and less.
Outer Diameter = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a. Underground Electric/Longitudinal, per linear foot, per conduit or encased pipe – Greater than 110'

	MBTA - 1	TRIMET - 1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
outer diameter to 3"	$7.07	$8.75	$8.00		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$7.94	$8.00
outer diameter to 5"	$8.49	$10.50	$10.00		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$9.66	$10.00
outer diameter to 8"	$10.61	$13.00	$12.25		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$11.95	$12.25
outer diameter to 12"	$13.00	$15.50	$15.00		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$14.50	$15.00
outer diameter to 18"	$15.91	$18.50	$18.00		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$17.47	$18.00
outer diameter to 24"	$18.37	$22.00	$21.00		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$20.46	$21.00
outer diameter to 30"	$20.54	$25.00	$23.50		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$23.01	$23.50
outer diameter to 36"	$22.50	$29.00	$26.00		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$25.83	$26.00

*See Premium Rate (%) over 33kv - See Premium Chart
Each additional inch is charged a proportionate share of the 36" diameter price (1/36)
All Longitudinal Agreements are subject to DART VP Review and Approval.

b. Aerial Electric Longitudinal, per linear foot – Greater than 110'

	MBTA-1	TRIMET- 1	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET AVG.	PROPOSED DART RATE
1 circuit	$2.95	$3.75		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$3.35	$3.00
2 circuits	$3.92	$4.85		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$4.39	$4.00
3 circuits	$4.42	$5.65		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$5.04	$5.00
4 circuits	$4.71	$6.35		$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr minimum	$5.53	$6.00

*Premium (%) over 33kv – See Premium Chart
Each additional circuit is charged a proportionate share of the four cable price (25%)
All Longitudinal Agreements are subject to DART VP Review and Approval.

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

2.1 ELECTRIC-TRANSVERSE/CROSSING - Is the use of an area less than 110' or width of corridor. Longitudinal is rated at 110' and more.
Outer Diameter = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a.	Aerial Electric Transverse, fixed – Less than 110' or width of corridor								
	MBTA -1	TRIMET-1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
1 circuit	$442.03	$285.00	$265.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	***$1000.00 **$330.68	$1000.00
2 circuits	$587.90	$365.00	$340.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	***$1200.00 **$430.97	$1200.00
3 circuits	$663.04	$410.00	$400.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	***$1440.00 $491.01	$1440.00
4 circuits	$707.24	$440.00	$420.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	***$1728.00 **$522.41	$1730.00
5 circuits	$884.05	$550.00	$525.00					***$2074.00 **$653.02	$2075.00

*Premium (%) over 33kv – See Premium Chart (20% increase per circuit)
Each additional circuit is charged a proportionate share of the four cable price (25%)

b.	Underground Electric Transverse, fixed, per conduit or encased pipe, fixed – Less than 110' or width of corridor								
	MBTA -1	TRIMET – 1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
outer diameter to 3"	$2,121.73	$2,640.00	$1400.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	*$2000.00 **$2053.91	$2000.00
outer diameter to 5"	$2,546.07	$3,170.00	$1700.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$2472.02	$2470.00
outer diameter to 8"	$3,182.59	$3,950.00	$2100.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$3077.53	$3080.00
outer diameter to 12"	$3,897.20	$4,850.00	$2600.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$3782.40	$3780.00
outer diameter to 18"	$4,773.89	$5,950.00	$3200.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$4641.30	$4640.00
outer diameter to 24'	$5,512.07	$6,850.00	$3700.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$5354.02	$5355.00
outer diameter to 30"	$6,163.32	$7,670.00	$4100.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$5977.77	$5980.00
outer diameter to 36"	$6,751.22	$8,400.00	$7100.00	$438 <3300volt	$540 Aerial $600 Sub	$19 Ser $21 Dist $23 Tran	$2500 per yr	$7417.07	$7415.00

*Premium (%) over 33kv - See Premium Chart
Each additional inch is charged a proportionate share of the 36" diameter price (1/36)

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

2.2 Electrical - Premium Voltage Rate for Electrical Longitudinal , Transverse, Aerial and Underground

a.	*Premium Voltage Rate for Electrical Longitudinal , Transverse, Aerial and Underground								
	MBTA-1	TRIMET- 1			N. JERSEY	MTA (BALTIMORE)	PARALLEL		PROPOSED DART
33KV to 68,KV					$728.00	$540 Aerial $600 Sub	$23.00 per ft		4%
69KV to 137KV									8%
138KV to 368 KV					$972.00	$785 Aerial $845 Sub	$23.00 per ft		12%
369KV to 500 KV					$1,462.00	$1025 Aerial $1100 Sub	$23.00 per ft		16%
>500 KV					$1,944.00	$1200 Aerial $1325 Sub	$23.00 per ft		20%

All Longitudinal Agreements are subject to DART VP Review and Approval.

3. FIBER OPTICS (ALL)- LONGITUDINAL (INCLUDING DARK FIBER) - is the use of an area greater than 110'.
Transverse is rated at 110' and less.
Strand Cable = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a.	Fiber Optic Rates, per linear foot per year - Greater than 110'								
	MBTA-1	TRIMET-1	SACRT -1	SACRT -1	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
	$8.75 Per linear foot per year	$4.00 Per linear foot per year	$4.00 Per linear foot per year	Dark Fiber- $1500 Per fiber mile per month (FMM)			$2500 per yr minimum	$4.33 Per linear foot per year	$4.00 Per linear foot per year (including Dark Fiber)

*Longitudinal rate + fiber optic rate (a + b) = Total
All Longitudinal Agreements are subject to DART VP Review and Approval.

FIBER OPTICS (ALL) –TRANSVERSE/CROSSING (INCLUDING DARK FIBER) - is the use of an area less than 110' or width of corridor. Longitudinal is rated at 110' and more.
Cable = Standard Industry Specifications Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

b.	Transverse Fiber Optic Rates Per Year-Per- Cable Strand - Less than 110' or width of corridor – Per 1.5" conduit								
	MBTA - 1*	TRIMET – 1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
1 to 107 cable		$975.00	$900.00				$4,500.00	*$1000.00 **$937.50	$1000.00
108 to 215 cable		$1,500.00	$1400.00				$4,500.00	$1450.00	$1450.00
216 to 431 cable		$2,700.00	$2400.00				$4,500.00	$2550.00	$2550.00
432 to 575 cable								$3060.00	$3060.00
576 to 864 cable								$3672.00	$3670.00

*Longitudinal rate + fiber optic rate (a + b) = Total
Each additional cable is charged a proportionate share of the four cable price (25%)
* Fiber - Plastic coating, silk wrapper, with bumper tubes and glass within bumper tubes

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

4. NON FIBER (COAXIAL) – Longitudinal - is the use of an area more than 110'. Transverse is rated at 110' and less.
Cable = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a. Aerial and Underground Non-fiber - Longitudinal, per linear foot – Greater than 110'	MBTA-1	TRIMET-1	SACRT	N.JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
1 cable	$2.95	$3.75	$3.50				10-13% ATF	$3.40	$3.50
2 cables	$3.92	$4.85	$4.50					$4.42	$4.50
3 cables	$4.42	$5.65	$5.25					$5.11	$5.25
4 cables	$4.71	$6.35	$5.75					$5.60	$5.75

Each additional cable is charged a proportionate share of the four cable price (25%)
All Longitudinal Agreements are subject to DART VP Review and Approval.

4.1 NON FIBER (COAXIAL) TRANSVERSE/ CROSSING - is the use of an area less than 110' or width of corridor.
Longitudinal is rated at 110' and more.
Cable = Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a. Aerial Non Fiber - Transverse, fixed – Less than 110' or width of corridor	MBTA -1	TRIMET 1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
1 cable	$442.03	$285.00	$265.00		$660.00	$12.00 per cable	$2,500 per yr	*$1000.00 **$330.68	$1000.00
2 cables	$587.90	$365.00	$340.00					*$1200.50 **$430.97	$1200.00
3 cables	$663.04	$410.00	$400.00					*$1440.00 **$491.01	$1440.00
4 cables	$707.24	$440.00	$420.00					*$1728.00 **$522.41	$1730.00

Each additional cable is charged a proportionate share of the four cable price (25%)

b. Underground Non Fiber Transverse, fixed, per conduit or encased pipe, fixed – Less than 110' or width of corridor	MBTA -1	TRIMET – 1*	N. JERSEY	MTA (BALTIMORE)		L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
outer diameter to 3"	$2,121.73	$2,640.00	$238.00	$725.00		$2,500 per yr	$2380.87	$2380.00
outer diameter to 5"	$2,546.07	$3,170.00					$2858.04	$2860.00
outer diameter to 8"	$3,182.59	$3,950.00					$3566.30	$3565.00
outer diameter to 12"	$3,897.20	$4,850.00					$4373.60	$4375.00
outer diameter to 18"	$4,773.89	$5,950.00					$5361.95	$5360.00
outer diameter to 24 '	$5,512.07	$6,850.00					$6181.04	$6180.00
outer diameter to 30"	$6,163.32	$7,670.00					$6916.66	$6920.00
outer diameter to 36"	$6,751.22	$8,400.00					$7375.61	$7375.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)

*Coaxial - Styrofoam cover with aluminum sheathing and ½" Copper wiring internal

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

5. Drainage Pipe, Boring Casing, and Vacant Conduits – Longitudinal – Is the use of an area more than 110'. Transverse is rated at 110' and less.
Inside Diameter= Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a. Non-Pressurized, Non-Hazardous Longitudinal per linear foot – Greater than 110'									
	MBTA-1	TRIMET -1	SACRT		N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	PROPOSED DART RATE
Inside diameter up to 2"									$3.00
Inside diameter up to 4"									$5.00
Inside diameter up to 8"									$7.00
Inside diameter up to 12"									$9.00
Inside diameter up to 18"									$11.00
Inside diameter up to 24"									$12.00
Inside diameter up to 30"									$14.00
Inside diameter up to 36"									$15.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)
All Longitudinal Agreements are subject to DART VP Review and Approval.

5.1 Drainage Pipe, Boring Casing, and Vacant Conduits – Transverse/Crossing - Is the use of an area less than 110' or width of corridor. Longitudinal is rated at 110' and more.
Inside Diameter= Standard Industry Specification Requirements
Proposed DART fees are Averaged and Rounded to the nearest Dollar and ending in 0 or 5.

a. Non-Pressurized, Non-Hazardous – Transverse/ Crossing Less than 110' or width of corridor									
	MBTA-1	TRIMET -1	SACRT	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	MBTA,TRIMET SACRT AVG.	PROPOSED DART RATE
Inside diameter up to 2"								*$1000.00 **$596.28	$1000.00
Inside diameter up to 4"								*$1195.00 **$855.07	$1195.00
Inside diameter up to 8"								$1209.22	$1210.00
Inside diameter up to 12"								$1500.38	$1500.00
Inside diameter up to 18"								$1805.50	$1805.00
Inside diameter up to 24"								$2104.61	$2105.00
Inside diameter up to 30"								$2359.09	$2360.00
Inside diameter up to 36"								$2563.55	$2565.00

Each additional inch is charged a proportionate share of the 36" diameter price (1/36)

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per Increase.

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

6. OTHER

a.	Other – Annual Fees								
	MBTA -1*	TRIMET – 1		SEPTA	N. JERSEY	MTA (BALTIMORE)	PARALLEL	L.A.	PROPOSED DART RATE
Manhole (round)	$1000.00			$240.00	$116.00	$120.00	$4,500.00		$500.00
* Fiber Hand Hole (round)	$1000.00								$600.00
*Hand Hole (rectangular)	$1000.00								$500.00
*Junction Box (rectangular)	$1000.00						$1,500.00		$500.00
Poles	$1000.00								$500.00
Guy Wires/Anchor	$1000.00			$48 per anchor					$500.00

*With or without base

*RED = DART Existing Fee Schedule Rate Greater at Base
**(BLK BOLD) = Average "below" DART Existing Fee Schedule
***GREEN = DART Existing Fee Schedule Rate Greater at Base and valuation at 20% per increase.

7. TOWERS – TELECOM

DART REVENUE ENHANCEMENT PROJECT PROPOSED ANNUAL RATES

DART Proposed Annual Tower Fee Rates		
1 to 4	Items attached to tower (antennas and/or microwave dishes) **and/or** equipment cabinet area requiring no more than 149 square feet of ground space.	**$25,000.00**
5 to 8	Items attached to tower (antennas and/or microwave dishes) **and/or** equipment cabined area requiring no more than 150 to 499 square feet of ground space.	**$30,000.00**
9 to 16	Items attached to tower (antennas and/or microwave dishes) **and/or** equipment cabinet area requiring 500 to 2,000 square feet of ground space.	**$35,000.00**
Requests for more than 16 items attached to tower (antennas and/or microwave dishes) and/or equipment cabinet area requiring no more than 2,000 square feet of ground space will be reviewed and priced on a case-by-case basis.		
Requests for **ground space only** to install and maintain telecom equipment cabinets (i.e. tower on VTA property belongs to another entity) will be charged 50% of the Standard Fee listed above based on the number of antennas and/or microwave dishes served.		
Additions after License of Lease start date		
Items attached to tower (antennas and/or microwave dishes)		**$6,500 per additional item**
Ground Space		**$20 per additional item**

MBTA

MBTA ANNUAL RENTALS - Nov 2011 to Nov 2012 UTILITY RATES

ZONE:	1	1c	2	2c	3	3c	4

ELECTRIC & NON FIBER TELECOMMUNICATIONS
LONGITUDINAL ELEC & NON FIBER TELECOMM

1. Underground Elec/Longitudinal, per foot, per conduit or encased pipe	1	1c	2	2c	3	3c	4
outer diameter to 3"	$7.07	$14.14	$3.54	$7.07	$2.65	$5.30	$2.30
outer diameter to 5"	$8.49	$16.97	$4.24	$8.49	$3.18	$6.37	$2.76
outer diameter to 8"	$10.61	$21.22	$5.30	$10.61	$3.98	$7.96	$3.45
outer diameter to 12"	$13.00	$25.99	$6.50	$13.00	$4.88	$9.74	$4.23
outer diameter to 18"	$15.91	$31.83	$7.96	$15.91	$5.97	$11.93	$5.17
outer diameter to 24"	$18.37	$36.75	$9.19	$18.37	$6.90	$13.78	$5.97
outer diameter to 30"	$20.54	$41.09	$10.27	$20.54	$7.71	$15.41	$6.67
outer diameter to 36"	$22.50	$45.01	$11.26	$22.50	$8.44	$16.89	$7.31
outer diameter > 36"	Each additional inch is charged a proportionate share of the 36" diameter price (1/36)						
premium (%) over 33kv							

2. Aerial Elec & Nonfiber Telecommunications/Longitudinal, per foot	1	1c	2	2c	3	3c	4
1 circuit/cable	$2.95	$5.89	$1.47	$2.58	$1.11	$1.39	$0.96
2 circuits/cables	$3.92	$7.84	$1.96	$3.43	$1.47	$1.84	$1.27
3 circuits/cables	$4.42	$8.84	$2.21	$3.88	$1.66	$2.08	$1.44
4 circuits/cables	$4.71	$9.43	$2.36	$4.13	$1.77	$2.21	$1.53
5 Circuits/cables	Each additional cable is charged a proportionate share of the four cable price (25%)						
coaxial cables	SEE FIBER RATE CHART						
Fiber Optics	SEE FIBER RATE CHART						

TRANSVERSE ELEC & TELECOM - up to 100'

3. Aerial Elec & NonfiberTelecommunications/Transverse, fixed	1	1c	2	2c	3	3c	4
1 circuit/cable	$442.03	$442.03	$221.01	$221.01	$166.50	$166.50	$144.40
2 circuits/cables	$587.90	$587.90	$294.68	$294.68	$221.01	$221.01	$191.54
3 circuits/cables	$663.04	$663.04	$331.52	$331.52	$249.01	$249.01	$215.12
4 circuits/cables	$707.24	$707.24	$353.62	$353.62	$265.22	$265.22	$229.85
5 Circuits/cables	Each additional cable is charged a proportionate share of the four cable price (25%)						
coaxial cables	SEE FIBER RATE CHART						
Fiber Optics	SEE FIBER RATE CHART						

4. Underground Electric & Non Fiber Telecommunications/Transverse, fixed, per conduitor encased pipe, fixed	1	1c	2	2c	3	3c	4
outer diameter to 3"	$2,121.73	$4,243.45	$1,060.86	$2,121.73	$795.65	$1,591.30	$689.56
outer diameter to 5"	$2,546.07	$5,092.14	$1,273.04	$2,546.07	$954.78	$1,909.55	$828.06
outer diameter to 8"	$3,182.59	$6,365.18	$1,591.30	$3,182.59	$1,193.47	$2,386.94	$1,034.34
outer diameter to 12"	$3,897.20	$7,795.87	$1,949.34	$3,897.20	$1,461.63	$2,923.27	$1,267.14
outer diameter to 18"	$4,773.89	$9,547.77	$2,386.94	$4,773.89	$1,790.21	$3,580.41	$1,551.51
outer diameter to 24"	$5,512.07	$11,024.14	$2,756.77	$5,512.07	$2,067.21	$4,134.42	$1,791.68
outer diameter to 30"	$6,163.32	$12,326.64	$3,080.92	$6,163.32	$2,311.80	$4,622.12	$2,002.38
outer diameter to 36"	$6,751.22	$13,502.43	$3,375.61	$6,751.22	$2,531.34	$5,064.15	$2,193.92
outer diameter > 36"	Each additional inch is charged a proportionate share of the 36" diameter price (1/36)						
premium (%) over 33kv							

MBTA ANNUAL RENTALS - Nov 2011 to Nov 2012 UTILITY RATES

FIBRE OPTIC RATES

			Current Rate
ZONE 1			$8.75
	Red Line	So Station to Harvard	
	Green Line	Lechmere to Kenmore/Prudential	
	Blue Line	Bowdoin to Airport	
	Orange Line	Commmunity College to Ruggles	
	Silver Line	Airport to South Station	
ZONE 2			
	Red Line	Harvard to Alewife	$4.99
		So Staion to Braintree/Ashmont	
	Green Line	Surface	
	Blue Line	Airport to Wonderland	
	Orange Line	Community College to Oak Grove	
		Ruggles to Forest Hills	
	Commuter Rail	within Rte 128	
ZONE 3			$4.24
	Route 128 to Route 495		
ZONE 4			
	outside Route 495		$2.26
	Per linear foot:		
	up to 482 fibers; negotiation for larger capacity		

Tri-Met

Recommended Tri-Met Rates (2009)

I. Longitudinal: Telecommunications and Electrical

A. Underground Fiber Optic Rates/Existing Conduit

ZONE	RATE PER-FOOT PER-YEAR	MULTIPLIER*
1 (Urban)	$4.00	1.75 per-strand
2 (Suburban)	$3.00	1.50 per-strand
3 (Exurban)	$1.40	1.10 per-strand

Multiplier is per-strand charge for each additional fiber above 216 (industry standard) strands and 432 strand cable (next industry standard cable size). Above 432, Tri-Met conducts separate negotiations. (216-strand cable is minimum price/rate for any installation.).

B. Aerial Electrical & Telecommunications: Per-Foot-Per-Year

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
1 circuit/cable	$ 3.75	$2.10	$ 1.10
2 circuits/cables	$ 4.85	$2.70	$ 1.60
3 circuits/cables	$ 5.65	$3.20	$ 2.00
4/circuits/cables	$ 6.35	$3.60	$ 2.30
Premium (%)			
- Circuits over 33 kv	300%	300%	300%
-Cables over 1800 pair (copper)	160%	160%	160%
-Coaxial cables	160%	160%	160%
Fiber optics	$2.50	$1.65	$ 1.00

C. Underground Electrical (Per Conduit or Encased Pipe): Per-Foot-Per-Year

	ZONE 1	ZONE 2	ZONE 3
Outer diameter to 3"	$8.75	$4.875	$2.70
Outer diameter to 5"	$10.50	$5.25	$2.90
Outer diameter to 8"	$13.00	$6.50	$3.60
Outer diameter to 12"	$15.50	$7.75	$4..25
Outer diameter to 18"	$18.50	$9.25	$5.10
Outer diameter to 24"	$22.00	$11.00	$6.00
Outer diameter to 30"	$25.00	$12.50	$6.875
Outer diameter to 36"	$29.00	$14.50	$8.00
Outer diameter > 36"	Price per inch over	36" base	
Premium (%) over 33kv	100% (all zones)		

II. Transverse Crossings: Telecommunications and Electrical (Up to 100 Feet)

A. Underground Fiber Optic Rates, Per-Year-Per-Cable (Raw Land/Installed by Carrier)

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
108 strand (or less) cable (minimum size)	$ 975.00	$650.00	$275.00
216 strand cable	$1500.00	$1000.00	$425.00
432 strand cable	$2700.00	$1785.00	$715.00
More than 432 strand cable	Separate negotiation	Separate negotiation	Separate negotiation
Extra (odd number) of strands:			
-Above 108 strands (to 215)	Add 10 cents per strand	Add 10 cents per strand	Add 10 cents per strand
-Above 216 strands (to 431)	Add 7.5 cents per strand	Add 7.5 cents per strand	Add 7.5 cents per strand

B. Aerial: Electric and Telecommunications, Fixed, Per-Year

	ZONE 1	ZONE 2	ZONE 3
1 circuit/cable	$285.00	$142.50	$78.00
2 circuits/cables	$365.00	$182.50	$100.00
3 circuits/cables	$410.00	$205.00	$112.75
4circuits/cables	$440.00	$220.00	$121.00
Premium (%)			
-Fiber cable w/ more than 216 strands	$1.50 per-strand		
-Circuits over 33 kv	300%		
-Cables over 1800 pair (copper)	160%		
-Coaxial cables	160%		

C. Underground Electrical (Per Conduit or Encased Pipe): Per-Foot-Per-Year

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
Outer diameter to 3"	$2640.00	$1320.00	$725.00
Outer diameter to 5"	$3170.00	$1585.00	$870.00
Outer diameter to 8"	$3950.00	$1975.00	$1085.00
Outer diameter to 12"	$4850.00	$2425.00	$1335.00
Outer diameter to 18"	$5950.00	$2975.00	$1635.00
Outer diameter to 24"	$6850.00	$3425.00	$1885.00
Outer diameter to 30"	$7670.00	$3835.00	$2110.00
Outer diameter to 36"	$8400.00	$4200.00	$2310.00
Outer diameter > 36"	Price per inch over	36" base	
Premium (%) over 33kv	100% (all zones)		

III. PIPELINES

A. Longitudinal Pipelines

1. Pressurized/Hazardous Longitudinal, Per-Foot*

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
Inside diameter up to 2"	$6.30	$2.50	$1.50
Inside diameter up to 4"	$9.15	$3.65	$2.20
Inside diameter up to 8"	$12.65	$5.05	$3.05
Inside diameter up to 12"	$15.50	$6.20	$3.70
Inside diameter up to 18"	$19.00	$7.60	$4.60
Inside diameter up to 24"	$22.00	$8.80	$5.30
Inside diameter up to 30"	$24.50	$9.80	$5.90
Inside diameter up to 36"	$26.20	$10.50	$6.30
Inside diameter > 36"	Price per-inch over 36"	base	

* **Annual Fixed Fees**: Because state and federal regulations require that pressurized and hazardous pipelines be monitored on a very regular basis—not just by the owner of the pipeline, but also by the owner of the ROW—we also recommend fixed annual charges to cover TriMet monitoring costs. We recommend a minimum of $2000 as a fixed annual charge for such inspections for a pipe with an inside diameter up to 2 inches. Add $500 per-year for each incremental increase noted above (inside 4 inches, inside 8 inches, etc.), because of the greater danger of larger pipelines.

2. Pressurized/Non-Hazardous Longitudinal, Per-Foot*

	ZONE 1	ZONE 2	ZONE 3
Inside diameter up to 2"	$ 5.40	$2.20	$1.30
Inside diameter up to 4"	$ 7.60	$3.05	$1.80
Inside diameter up to 8"	$10.75	$4.30	$2.60
Inside diameter up to 12"	$13.15	$5.30	$3.20
Inside diameter up to 18"	$16.10	$6.40	$3.80
Inside diameter up to 24"	$18.65	$7.50	$4.50
Inside diameter up to 30"	$20.80	$8.30	$5.00
Inside diameter up to 36"	$22.80	$9.10	$5.50
Inside diameter > 36"	Price per-inch over 36"	Base	

* **Annual Fixed Fees:** Because state and federal regulations require that pressurized and non hazardous pipelines be monitored on a regular (albeit not as often as pressurized and hazardous) basis—not just by the owner of the pipeline, but also by the owner of the ROW—we also recommend fixed annual charges to cover TriMet monitoring costs. We recommend a minimum of $1500 as a fixed annual charge for such inspections for a pipe with an inside diameter up to 2 inches. Add $400 per-year for each incremental increase noted above (inside 4 inches, inside 8 inches, etc.), because of the greater danger of larger pipelines

3. Non-Pressurized/Non-Hazardous/Longitudinal, Per-Foot*

	ZONE 1	ZONE 2	ZONE 3
Inside diameter up to 2"	$4.40	$1.75	$1.05
Inside diameter up to 4"	$6.30	$2.55	$1.55
Inside diameter up to 8"	$9.00	$3.60	$2.15
Inside diameter up to 12"	$11.00	$4.50	$2.70
Inside diameter up to 18"	$13.50	$5.40	$3.25
Inside diameter up to 24"	$15.50	$6.20	$4.15
Inside diameter up to 30"	$17.25	$6.90	$4.10
Inside diameter up to 36"	$19.00	$7.60	$4.55
Inside diameter > 36"	Price per-inch over 36"	Base	

* **Annual Fixed Fees**: Because state and federal regulations require that non pressurized and non hazardous pipelines be monitored on a regular (albeit not as often as pressurized and hazardous) basis—not just by the owner of the pipeline, but also by the owner of the ROW—we also recommend fixed annual charges to cover TriMet monitoring costs. We recommend a minimum of $1000 as a fixed annual charge for such inspections for a pipe with an inside diameter up to 2 inches. Add $250 per-year for each incremental increase noted above (inside 4 inches, inside 8 inches, etc.), because of the greater danger of larger pipelines

Sac RT

Attachment 4

Recommended Sac RT Rates

II. Longitudinal: Telecommunications and Electrical

Using the assumptions described above we have calculated the following rates for review and discussion by Sacramento RT:

A. Aerial Electrical & Telecommunications: Per-Foot-Per-Year

(These rates will apply for any installations, telecommunications or electrical, of cabling on the Sac RT catenary systems.)

	ZONE 1 (URBAN)	**ZONE 2 (SUBURBAN)**	**ZONE 3 (EXURBAN)**
1 circuit/fiber cable	$ 3.50	$1.80	$ 1.00
2 circuits/fiber cables	$ 4.50	$2.50	$ 1.50
3 circuits/fiber cables	$ 5.25	$3.10	$ 1.90
4/circuits/fiber cables	$ 5.75	$3.60	$ 2.20
Premium (%)			
-Fiber Cable over 216 strands	50%	50%	50%
- Circuits over 33 kv	300%	300%	300%
-Cables over 1800 pair (copper)	160%	160%	160%
-Coaxial cables	160%	160%	160%

B. Underground Longitudinal Electrical (Per Conduit or Encased Pipe): Per-Foot-Per-Year

These rates apply to public or private utilities, such as SMUD; with a caveat that comity and reciprocity generally apply between sister public agencies in a given geographical area, i.e., being too tough in one negotiation invites reprisal in the next.

	ZONE 1	**ZONE 2**	**ZONE 3**
Outer diameter to 3"	$8.00	$4.00	$2.25
Outer diameter to 5"	$10.00	$ 5.00	$2.75
Outer diameter to 8"	$12.25	$6.12	$3.35
Outer diameter to 12"	$15.00	$7.50	$4.00
Outer diameter to 18"	$18.00	$9.00	$5.00

Outer diameter to 24"	$21.00	$10.50	$5.75
Outer diameter to 30"	$23.50	$11.75	$6.50
Outer diameter to 36"	$26.00	$13.00	$7.00
Outer diameter > 36"	Price per inch over	36" base	
Premium (%) over 33kv	100% (all zones)		

C. Underground Fiber Optic Rates/Existing Conduit

These rates will only apply if a carrier, or public/private partner selected by Sac RT, builds a multi-duct system. That entity would presumably offer spare ducts, fiber for the exclusive use of Sac RT and revenues as part of the joint development. Sac RT could then lease its spare innerducts at the rates noted below. BART is the most successful version of this approach.

Alternatively, Sac RT may elect, at some time in the future, to build its own underground, multi-duct fiber optic system, independent of its existing catenary infrastructure. Sac RT would then license space to various parties at the rates noted below. MBTA is the most successful version of this approach.

ZONE	RATE PER-FOOT PER-YEAR	MULTIPLIER*
1 (Urban)	$4.00	1.75 per-strand
2 (Suburban)	$2.50	1.50 per-strand
3 (Exurban)	$1.50	1.1 per-strand

* Multiplier is per-strand charge for each additional fiber above 216 (industry standard) strands and 432 strand cable (next industry standard cable size). Above 432, Tri-Met conducts separate negotiations. (216-strand cable is minimum price/rate for any installation.).

D. Dark fiber Rates

- Zone 1 (Urban): $125 per FMM ($1500 per-year)
- Zone 2 (Suburban): $75 per FMM (($900 per-year)
- Zone 3 (Exurban): $60 per FMM ($500 per-year)

III. Transverse Crossings: Telecommunications and Electrical (Up to 100')

A. Aerial: Electric and Telecommunications, Fixed, Per-Year

	ZONE 1	ZONE 2	ZONE 3
1 circuit/cable	$265.00	$132.00	$ 66.00
2 circuits/cables	$340.00	$170.00	$ 85.00
3 circuits/cables	$400.00	$200.00	$100.00
4circuits/cables	$420.00	$210.00	$105.00
Premium (%)			
-Fiber cable w/ more than 216 strands	$1.50 per-strand		
-Circuits over 33 kv	300%		
-Cables over 1800 pair (copper)	160%		
-Coaxial cables	160%		

B. Underground Fiber Optic Cable Rates, Per-Year-Per-Cable (Raw Land/Installed by Carrier)

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
108 strand (or less) cable (minimum size)*	$ 900.00	$600.00	$300.00
216 strand cable	$1400.00	$920.00	$470.00
432 strand cable	$2400.00	$1600.00	$800.00
More than 432 strand cable	Separate negotiation	Separate negotiation	Separate negotiation
Extra (odd number) of strands:			
-Above 108 strands (to 215)	Add 10 cents per strand	Add 10 cents per strand	Add 10 cents per strand
-Above 216 strands (to 431)	Add 7.5 cents per strand	Add 7.5 cents per strand	Add 7.5 cents per strand

* Also applicable to undivided flexible conduit or other medium of comparable size, e.g., coaxial cabling.

C. Underground Electrical (Per Conduit or Encased Pipe) Per-Year

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
Outer diameter to 3"	$1400.00	$700.00	$500.00
Outer diameter to 5"	$1700.00	$850.00	$600.00
Outer diameter to 8"	$2100.00	$1050.00	$700.00
Outer diameter to 12"	$2600.00	$1300.00	$800.00
Outer diameter to 18"	$3200.00	$1600.00	$900.00
Outer diameter to 24"	$3700.00	$1850.00	$1000.00
Outer diameter to 30"	$4100.00	$2050.00	$1100.00
Outer diameter to 36"	$4600.00	$2300.00	$1200.00
Outer diameter > 36"	Price per inch over	36" base	
Premium (%) over 33kv	100% (all zones)		

IV. PIPELINES

A. Longitudinal Pipelines

1. Pressurized and Hazardous Longitudinal, Per-Foot*

	ZONE 1 (URBAN)	ZONE 2 (SUBURBAN)	ZONE 3 (EXURBAN)
Inside diameter up to 2"	$3.50	$1.75	$1.25
Inside diameter up to 4"	$5.00	$2.50	$1.50
Inside diameter up to 8"	$7.00	$3.50	$2.00
Inside diameter up to 12"	$8.50	$4.75	$2.50
Inside diameter up to 18"	$11.00	$5.50	$3.00
Inside diameter up to 24"	$13.00	$6.50	$3.50
Inside diameter up to 30"	$14.00	$7.00	$4.00
Inside diameter up to 36"	$15.00	$7.50	$4.50
Inside diameter > 36"	To be negotiated		

* **Annual Fixed Fees**: Because state and federal regulations require that pressurized and hazardous pipelines be monitored on a very regular basis—not just by the owner of the pipeline, but also by the owner of the ROW—we also recommend fixed annual charges to cover Sac RT monitoring costs. We recommend a minimum of $2000 as a fixed annual charge for such inspections for a pipe with an inside diameter up to 2 inches. Add $500 per-year for each incremental increase noted above (inside 4 inches, inside 8 inches, etc.), because of the greater danger of larger pipelines.

2. Pressurized/Non-Hazardous Longitudinal, Per-Foot*

	ZONE 1	ZONE 2	ZONE 3
Inside diameter up to 2"	$3.00	$1.50	$1.00
Inside diameter up to 4"	$4.25	$2.10	$1.40
Inside diameter up to 8"	$6.00	$3.00	$2.00
Inside diameter up to 12"	$7.50	$3.75	$2.50
Inside diameter up to 18"	$9.00	$4.50	$3.00
Inside diameter up to 24"	$10.50	$5.25	$3.50
Inside diameter up to 30"	$12.00	$6.00	$4.00
Inside diameter up to 36"	$12.50	$6.75	$5.00
Inside diameter > 36"	To be negotiated		

* **Annual Fixed Fees:** Because state and federal regulations require that pressurized and non hazardous pipelines be monitored on a regular (albeit not as often as pressurized and hazardous) basis—not just by the owner of the pipeline, but also by the owner of the ROW—we also recommend fixed annual charges to cover Sac RT monitoring costs. We recommend a minimum of $1500 as a fixed annual charge for such inspections for a pipe with an inside diameter up to 2 inches. Add $400 per-year for each incremental increase noted above (inside 4 inches, inside 8 inches, etc.), because of the greater danger of larger pipelines.

LACMTA

MTA SCHEDULE OF CHARGES

MTA AGREEMENT	USE & COMMENTS	CHARGE
License (Transverse x-ing)	"Basic needs" utilities (natural gas, telephone, electric., water) and other public uses (storm drains, etc.) in non-street area, and private road crossings only when absolutely necessary & with operational approvals	$1,000 – 1-time administrative charge per location. $2,500- per Annum
License (Transverse x-ing)	Fiber optic crossings – aerial & subsurface – rental based on the number of cables and the number of strands/fibers.	$1,000 – 1-time administrative charge per location. **Rate is Per Annum Per Cable** 1 to 432-Strand cable - $ 4,500 Above 432 Strands- $10.42/Strand
License (Transverse x-ing)	Cable T.V. & other "for profit" non-basic needs use in non-street area and private road crossings only when absolutely necessary & with operational approvals.	$1,000 – 1-time administrative charge per location. $2,500- per Annum
License (Transverse x-ing)	All uses in public ROW document by means of standard license or at minimum with a "letter of consent"	$1,000 – 1-time administrative charge per location.
License (Longitudinal Uses)	All utilities, both "Basic needs"& others. May also apply to access roads & similar non-exclusive uses	$1,000 – 1-time administrative charge per location. Annual rental based on 8%-10% of ATF value plus 1-time "Premium Factor" of 2%-3% of AFT value for new agreement Minimum $2,500 per annum
Lease	All legal & operational approved uses, public & private uses	Annual rental based on 8%-10% ATF value or other fair market rental data appropriate for the site & use – minimum of $1,500 per annum. Some uses may involve additional rental collected as a percentage of business receipts, parking, etc.

MTA SCHEDULE OF CHARGES

MTA AGREEMENT	USE & COMMENTS	CHARGE
Permit (Normally under the responsibility of the Marketing Department)	On site filming use – no dangerous stunts, pyrotechnical scenes, explosions, etc., - Must have operational review/approval; script summary must be approved by MTA. Risk Management advises on insurance coverage required	\$1,000 – 1-time administrative charge per location. \$2,000 per day (1-24 hours) for non-public producers. Public producers, students & related - \$250 per day
Permit (Normally under the responsibility of the Marketing Department)	Support uses associated with off-site filming activities parking, storage, camera placement, etc.	\$1,000 – 1-time administrative charge per location. \$2,500 per day (1-24 hours)
Permit	Short-term higher risk uses associated with public/private events (carnivals, parking, Christmas tree sales, etc). Must always have operational & planning review/approval & risk management must advise on insurance coverage.	\$1,000 – 1-time administrative charge per location. \$500 per day (1-24 hours) – Rates on longer uses may be negotiated or subject to bid procedure. \$5,000 per weekend for carnivals and circuses.
Advertising sign boards	Must have operational and planning review/approval Bulletins- Illuminated 14' x 48' in size and usually placed along freeways and major streets that generate high traffic flows and resultant advertising exposure (Premium areas). Poster Panels – Illuminated 12' x 25' in size with 300 square feet of advertising face. Placed in both premium and non-premium areas. Others – Often 6' x 12' in size and often non-illuminated. Placed in non- premium areas.	\$1,000 – 1-time administrative charge per location. Rental charge is per face. If two faces on sign structure, double the rental rate.) Subject to individual appraisals.
Permit	Short term low risk uses associated with property surveys & similar access purposes for 1-2 days' duration	\$1,000 1-time administration fee

MTA SCHEDULE OF CHARGES

MTA AGREEMENT	USE & COMMENTS	CHARGE
Assignment & consent to Sublease	Use for existing MTA agreements; otherwise terminate old agreement & issue on MTA standard agreement with applicable charge	$1,000 document preparation fee
Access & Indemnity	Use for environmental testing purposes – Must have review/approval by environmental officer as well as normal operational review/approval	Minimum $2,000 per annum (No proration for time less than 12 months)
Release of claim & Indemnity Agreement	Use for access by private individuals only for short-term duration (1-10 days) to conduct low risk mutually benefiting activities (Paint, graffiti, litter pick-up, etc.)	Usually waive charge (all participants must sign)
Easement (Permanent encumbrance of MTA property)	Use when license not appropriate; grantee must furnish appraisal of easement rights to be conveyed & legal description and map drawing prepared by registered civil engineer or licensed survey or in recordable form. MTA must approve appraisal	$1,000 – 1-time administrative charge per location. Greater of appraised value or $1,000

Notes:
1. All leases & licenses are M-M term unless longer term approved by MTA management
2. All agreements subject to final review/approval by MTA management prior to execution by MTA
3. Mutually beneficial uses may involve negotiated rental or charge

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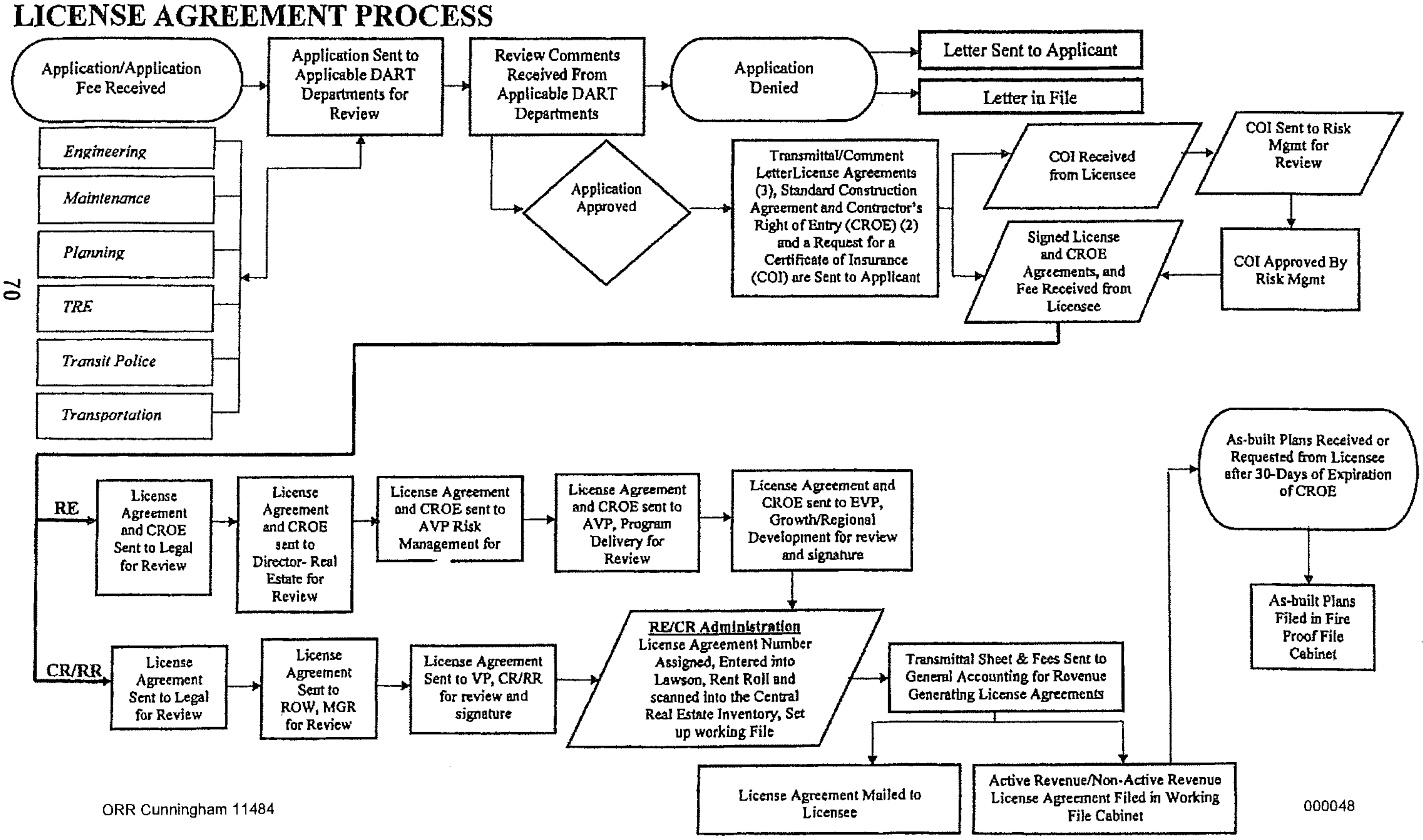
LICENSE AGREEMENT PROCESS



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ALBA CONSULTING INC.
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Proposed Fee Schedule

DALLAS AREA RAPID TRANSIT

PROPOSED DART FEE SCHEDULE

PROPOSED DART FEE SCHEDULE	PER AGREEMENT
License Agreement Application Fee (One Time Fee)	$2500.00
License Amendment Application Fee (One Time Fee)	$2500.00
License Agreement Application Upgrade Fee (One Time Fee) Original Cost $600.00)	$1900.00
Management Annual Review Fee	$300.00
Management Annual Non Hazardous Review Fee	$400.00
Management Annual Hazardous Review Fee	$500.00
Management Follow Up Non Hazardous Utilities Review Fee	$500.00
Management Follow Up Hazardous Utilities Review Fee	$600.00
Right of Entry - Survey	$1000.00
Right of Entry – Construction Crossing	$2000.00
Right of Entry – Construction Longitudinal	$3500.00

9/15/2012

Projections

FY13

DALLAS AREA RAPID TRANSIT
Proposed Business Model

REVENUE ENHANCEMENT PROJECTIONS

Year 1 – FY13	
New License Agreement Application Upgrade Fees – (One Time Fee)	**204**
204 Pre 2010 Upgrade Agreement Fees – (Pre 2010 Agreements App Fee was $600. Additional $1900 will make app current with Post 2010 Agreements). **$1,900**	$387,600.00
Subtotal	**$387,600.00**
New (AR) Annual Review Fees - 301 Active Agreements	**301**
301 Annual Review Fees **x300**	$90,300.00
38 Hazardous Field Review Fees – 38 Active Agreements of the 301 **x500**	$19,000.00
263 Non Hazardous Field Review Fees – 263 Active Agreements of the 301 **x400**	$105,200.00
Subtotal	**$214,500.00**
New Trespass (AR) Agreements – (Communication Only)	**140**
5% of 140 Estimated Unaccounted (Trespass) Utilities	7 ®
7 Agreement Application Fees **x2500**	$17,500.00
7 New Rates Increase **x1,000**	$7,000.00
7 COLA @ 2.5@ Annual Escalation of New Rates Increase **.025 x 7,000**	$175.00
7 Annual Review Fees **x300**	$2,100.00
7 Annual Non Hazardous Review Fees **x400**	$2,800.00
Subtotal	**$29,575.00**
New Rates	
New Rate Increase (AR) Agreements for Pre/Post 2010	**$915,003.00**
(In addition to existing Current Revenue is $692,548.09)	
Subtotal	**$915,003.00**
Total	**$1,546,670.00**

9/15/2012

Projections FY14

DALLAS AREA RAPID TRANSIT
Proposed Business Model

REVENUE ENHANCEMENT PROJECTIONS

Year 2 – FY14		
New Renegotiate (NR) Agreements –		2515
1 % of Non Active Agreements to Renegotiate is		25®
25 License Agreement Application Fees	x 2500	$62,500.00
25 New Rate Increase	x 1000	$25,000.00
25 COLA @ 2.5 Annual Escalation of Utility Rate Fees Increase	.025x25,000	$625.00
25 Annual Review Fees	x300	$7,500.00
25 Annual Non Hazardous Review Fees	x400	$10,000.00
	Subtotal	**$105,625.00**
New Trespass (NR) Agreements	**(Based on 2515-25 = 2490)**	**2490**
5% of 2490 Unaccounted (Trespass) Utilities (All Utilities) is		125®
125 Agreement Application Fees	x2500	$312,500.00
125 New Rate Increase	x1000	$125,000.00
125 COLA @ 2.5% Annual Escalation of Utility Rate Fees Increase.	.025 x 125,000	$3,125.00
125 Annual Review Fees	x 300	$37,500.00
125 Annual Non Hazardous Review Fees	x 400	$50,000.00
	Subtotal	**$528,125.00**
FY13 Fees, Rates and COLA		
7 FY13 New Trespass (AR) Non Hazardous Review Fees	x400	$2,800.00
7 FY13 New Trespass (AR) Annual Review Fees	x300	$2,100.00
7 FY13 New Rate (AR) Increase + FY13 COLA	x1000	$7,175.00
7 FY13 COLA (AR) @ 2.5%	.025x7,175	$178.00
	Subtotal	**$12,253.00**

9/15/2012

DALLAS AREA RAPID TRANSIT
Proposed Business Model

Year 2 – FY14 - Pg 2		
FY13 New Rates and COLA		
New Rate Increase (AR) for Pre/Post 2010		$915,003.00
COLA @ 2.5%	**.025x915,003**	$22,875.00
	Subtotal	**$937,878.00**
FY13 Annual Fees		
301 New Annual Agreement Review Fees	**x300**	$90,300.00
263 New Annual Non Hazardous Review Fees	**x400**	$105,200.00
38 New Annual Hazardous Review Fees	**x500**	$19,000.00
	Subtotal	**$214,500.00**
	Total	**$1,798,381.00**

9/15/2012

Projections
FY15

DALLAS AREA RAPID TRANSIT
Proposed Business Model

REVENUE ENHANCEMENT PROJECTIONS

Year 3 – FY15		
New Trespass (AR) Agreements – (Communications Only) 140 – 7 = 133		**133**
2% Estimated Unaccounted (Trespass) Utilities is		3 ®
3 License Agreement Application Fees	x2500	$7,500.00
3 Utility Rate Fees	x1000	$3,000.00
3 COLA @ 2.5@ Annual Escalation of Rate Increase	.025 x 3,000	$75.00
3 Annual Non Hazardous Review Fees	x300	$900.00
3 Annual Hazardous Review Fees	x400	$1,200.00
	Subtotal	**$12,675.00**
New Renegotiate (NR) Agreements	**2490 FY14- 125 FY14 = 2365**	**2365**
1 % of Non Active Agreements to Renegotiate is		24®
24 License Agreement Application Fees	x2500	$60,000.00
24 Utility Rate Fees	x1000	$24,000.00
24 COLA @ 2.5@ Annual Escalation of Rate Increase	.025x24,000	$600.00
24 Annual Review Fees	x300	$7,200.00
24 Annual Non Hazardous Review Fees	x400	$9,600.00
	Subtotal	**$101,400.00**
New Trespass (NR) Agreements	**Based on 2365-24 = 2341**	**2341**
2% of 2341 Unaccounted (Trespass) Utilities (All Utilities) is		47®
47 License Agreement Application Fees	x 2500	$117,500.00
47 Utility Rate Fees	x1000	$47,000.00
47 COLA @ 2.5% Annual Escalation of Rate Increase.	.025 x 47,000	$1,175.00
47 Annual Review Fees	x300	$14,100.00
47 Annual Non-Hazardous Review Fees	x400	$18,800.00
	Subtotal	**$198,575.00**

9/15/2012

DALLAS AREA RAPID TRANSIT
Proposed Business Model

Year 3 – FY15 - Pg 2		
FY13 Fees, Rates and COLA		
7 FY13 New Trespass (AR) Non Hazardous Review Fees	x400	$2,800.00
7 FY13 New Trespass (AR) Annual Review Fees	x300	$3,500.00
7 FY13 New Rate (AR) Increase	x1000	$7,000.00
7 FY13 COLA Trespass (AR) @ 2.5% Annual Escalation of Rate Increase	025x7,353	$183.00
	Subtotal	**$13,483.00**
FY14 Fees, Rates and COLA		
25 FY14 Renegotiate Annual (NR) Review Fee	x300	$7,500.00
25 FY 14 Renegotiate (NR) Non Hazardous Review Fees	x400	$10,000.00
25 FY14 Renegotiate (NR) @ 2.5% Annual Escalation of Rate Increase	025x25,625	$640.00
25 FY14 New Renegotiate (NR) Rate Increase	x1000	$25,000.00
125 FY14 New (NR) Rate Increases	x1000	$125,000.00
125 FY14 COLA Trespass (NR) @ 2.5% Annual Escalation of Rate Increase	025x128,125	$3,203.00
125 FY14 Trespass (NR) Annual Review Fees	x300	$37,500.00
125 FY14 Trespass (NR) Annual Non Hazardous Review Fees	x400	$50,000.00
	Subtotal	**$258,843.00**
FY13 New Rates and COLA		
New Rate Increase (AR) for Pre/Post 2010		$937,878.00
COLA @ 2.5%	.025 x 937,878	$23,446.95
	Subtotal	**$961,325.00**
FY13 New Annual Fees		
301 Annual Review Fees	x300	$90,300.00
263 Annual Non Hazardous Review Fees	x400	$105,200.00
38 Annual Hazardous Review Fees	x500	$19,000.00
	Subtotal	**$214,500.00**
	Total	**$1,760,801.00**

9/15/2012

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 10-inch waterline within a 12-inch steel casing pipe (the "Permitted Improvement") crossing the Cotton Belt Line approximately 950 feet southwest of Brumlow Road, at Mile Post 617.18, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1" and "A-2", dated September 22, 1981 and January 5, 1970, respectively, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 525.00
October 1, 2016	$1,050.00
October 1, 2017	$1,575.00
October 1, 2018	$2,095.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished

insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 8543, dated October 12, 1981, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________
MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

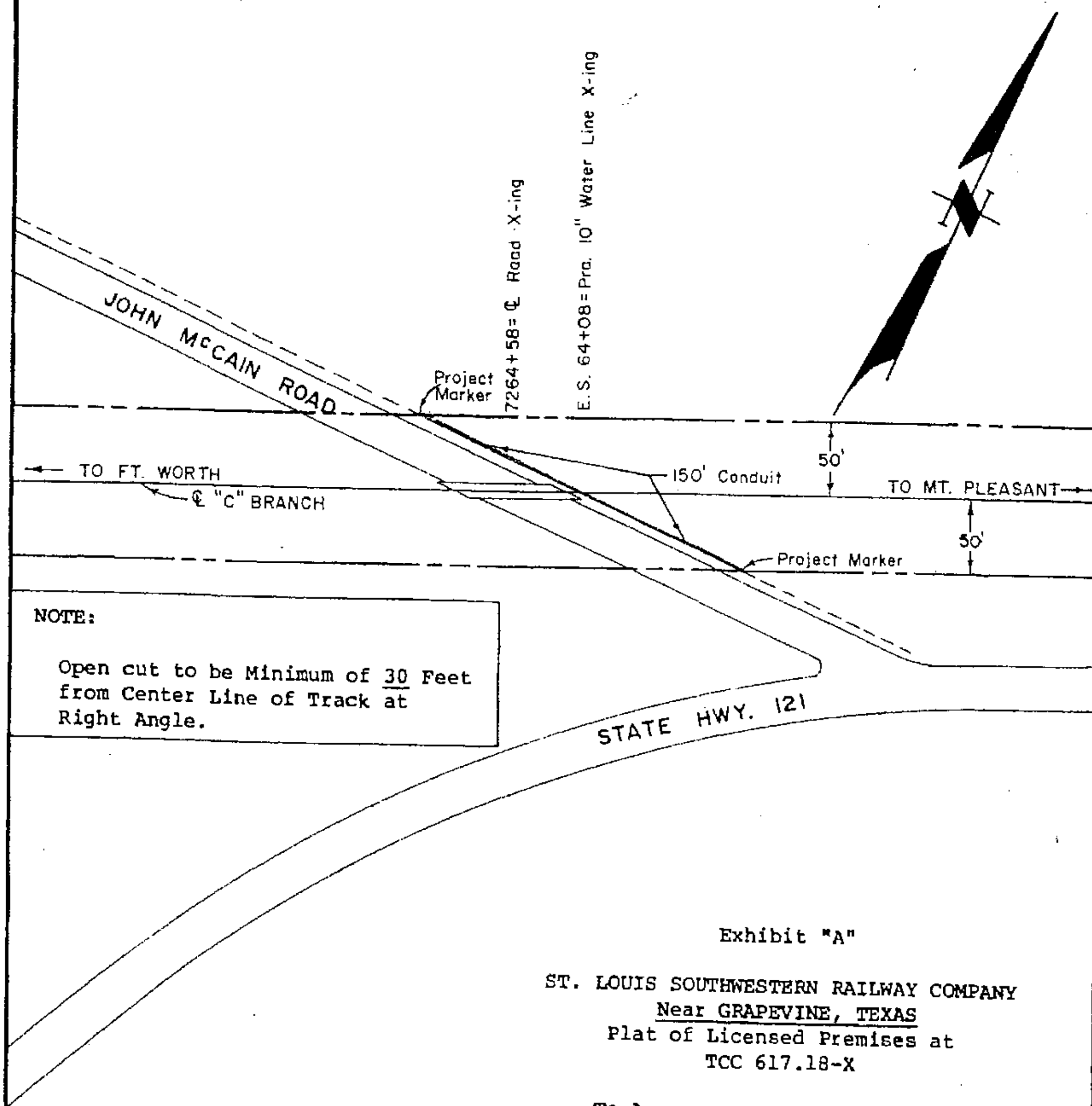
Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________
DAVID KELLY
Mayor

Date: ______________________________

220791



NOTE:

Open cut to be Minimum of <u>30</u> Feet from Center Line of Track at Right Angle.

Exhibit "A"

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
<u>Near GRAPEVINE, TEXAS</u>
Plat of Licensed Premises at
TCC 617.18-X

To Accompany Agreement Between
St. Louis Southwestern Railway Company
and
THE CITY OF COLLEYVILLE

Office of Area Engineer
Dallas, Texas

Scale: 1" = 100'   Dwg. 81-9470
Date: 9-22-81 MLS   Case 3 Drawer 1-8

- PIPE DATA -

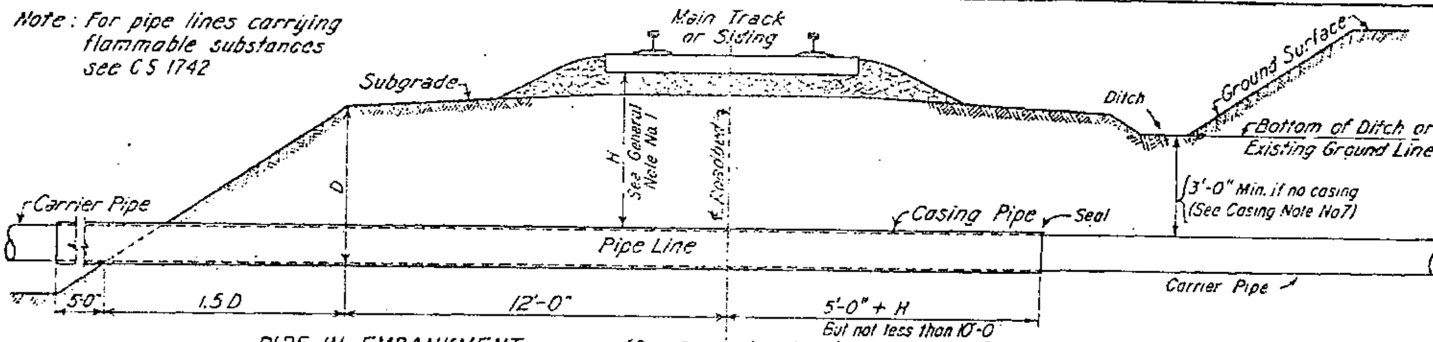
Kind of Pipe - PVC
Size of Pipe - 10"
Wall thickness of Pipe - 0.30"
Length on R.O.W. - 240'
Kind of Conduit - Steel
Size of Conduit - 12"
Wall thickness of Conduit - 3/8"
Length of Conduit - 150'
Depth below bottom of tie
to top of pipe or casing - 8.5'

- LEGEND -

——— Red = Pro. 10" Water Line X-ing
— — — — = Rwy. R.O.W.

Exhibit "A-1"

Note: For pipe lines carrying flammable substances see C S 1742



PIPE IN EMBANKMENT (See General Rule 2) PIPE IN CUT

RULES GOVERNING THE INSTALLATION OF PIPE LINES TRANSMITTING WATER OR OTHER NON-FLAMMABLE SUBSTANCES WHEN CROSSING UNDER TRACKS:

GENERAL

1 Distance H from bottom of tie to top of pipe, casing or concrete encasement shall not be less than 3'-0" (See exception in General Note 3.)

2 Any pipe lines crossing any track do not require a casing provided the carrier pipe is of sufficient strength to support the track and has watertight joints. For such pipe lines, casing lighter than specified in table I for supporting track may be used for installing pipe, provided the space between carrier pipe and casing is backfilled with grout or sand.

If carrier pipe does not have sufficient strength to support track, casing or concrete encasement must be installed. Length of casing measured at right angles to track shall extend each side of center line of track five feet plus the vertical distance from bottom of tie to top of casing or encasement but not less than ten feet, except that where casing is installed through railroad embankment it shall extend beyond slope of embankment.

3 When practicable, casings and carrier pipes may be installed by the jacking or boring methods. If these methods are used the minimum depth from bottom of tie to top of pipe or bore must be 3'-0" or one pipe diameter, whichever is greater; however, where there is good cohesive soil the depth may be less than one pipe diameter, but not less than 3'-0", with special permission of the Chief Engineer. If installed by tunneling or boring, the space around casing or carrier pipe must be backfilled with grout or sand.

4. No pipe lines shall be laid through or under bridges or culverts, where there is likelihood of restricting the area required for the purpose for which the bridges or culverts were built, or endangering foundations of important structures.

5. If additional tracks are constructed in the future, the protection shall be correspondingly extended.

6. Inverted siphons for drainage or irrigation ditches (C.S.1705) using steel pipe with welded or screwed joints or corrugated iron pipe with all seams and joints close riveted and soldered having a diameter of 48 inches or less and the required strength to support track, may be installed without a casing.

CASING

1. Casing may be of either corrugated iron smooth steel or concrete. It shall have sufficient strength to support track, except that a lighter casing may be used for installation purposes as provided in General Rule 2 above.

Nestable (knocked down) type plain galvanized corrugated pipe of gage corresponding to requirements of Table I may be used to protect carrier pipes that are already in place.

2. Metal casing for supporting track shall conform to thicknesses shown in Table I and shall have joints of either screw, welded or riveted type. It shall be galvanized or shall be dipped in preservative material and thoroughly coated inside and outside. If preservative material cannot be used on inside of casing, then the casing shall be at least one gage or 1/16 thicker than otherwise required.

3. Concrete casing for supporting track shall have the strength specified in current ATSM Serial Designation C-76, Class IV. All joints shall be water-tight and of an approved type of construction.

4 The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.

5. Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.

6. Casing shall be so installed as to prevent formation of waterway under the railway. It shall have even bearing throughout its length and shall slope toward one end.

7. Regardless of the strength of carrier pipe, casings must be provided at all locations where pipe crosses under drainage ditches if cover is less than 3'-0" Casing under ditch may be separate from, or a continuation of casing under track, and must extend a minimum of 1'-0" beyond top shoulders on each side of the ditch.

8. When placed in open cut, pipe lines having diameter of 36" or less, when crossing tracks other than main tracks and sidings, may be encased in concrete as shown in Table II.

9. Where the ends of the casing are below ground, they shall be sealed to suitably protect against the entrance of foreign material which might prevent ready removal of the carrier pipe.

Where the ends of the casing are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.

CARRIER PIPE

1. Carrier pipe shall be of an approved type with water-tight joints.

2. Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength required above for casings.

3 Cast iron carrier pipe used without a casing shall have a thickness not less than that specified for Class 150 Cast Iron pipe

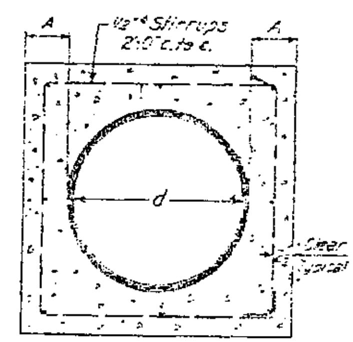
C.S.
1741

TABLE I
THICKNESS OF PIPE CASINGS FOR SUPPORTING TRACK

Inside Diameter	Corrugated Iron Pipe	Smooth Steel Pipe
Inches	U.S. Std. Gage No.	[illegible] Inches
4 to 10	14	[illegible]
12	14	[illegible]
15, 18	14	1/4
21, 24	12	[illegible]
30, 36	10	[illegible]
48,54,60	8	

TABLE II
CONCRETE ENCASEMENT FOR PIPES

d Inches	A Inches	Number of Longitudinal 1/2"Φ Bars
10, 12	4	4
15	5	4
18	5	8
21,24,27	6	8
30	7	12
33	8	12
36	9	12



SOUTHERN PACIFIC LINES
COMMON STANDARD
PIPE LINES
FOR NON-FLAMMABLE SUBSTANCES
CROSSING UNDER TRACK

NO SCALE

ADOPTED APR. 20, 1953
REVISED JAN 5, 1970

Exhibit "A-2"

AGREEMENT NO. 220792

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 15-inch sanitary sewer pipe within a 36-inch steel casing pipe (the "Permitted Improvement") crossing the Cotton Belt Line approximately 790 feet east of Brumlow Avenue, at Mile Post 616.85, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1" and "A-2", dated June 18, 1984 and January 5, 1970, respectively, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 640.00
October 1, 2016	$1,280.00
October 1, 2017	$1,920.00
October 1, 2018	$2,565.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished

insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or ahout the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 9240, dated August 3, 1984, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________

MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________

DAVID KELLY
Mayor

Date: ______________________________

220792

No.	Description	Date	By
1	Rev. Regard Vent. Req.	10-67	P.IU.
2	Rearrangement of Form	12-67	P.IU.
3	Rearrangement of Form	2-68	P.IU.
4	Rearrangement of Form	12-76	D.F.V.

(4) Route Symbol TCC Station Near Grapevine, Texas **PIPE CROSSING DATA SHEET**

E.S. 7247+08.6 M.P. 616.85-X

Note:
Open Cut to be Minimum of 35 Feet from Center Line of Track at Right Angle.

Division	Pine Bluff
Drawing No.	RED-84-0658
Sheet No.	
Date	6-18-84
Revised	

(4)

Applicant City of Colleyville

Address P.O. Box 185

(4) City Colleyville State Texas Zip 76034

Facility 15" Sanitary Sewer

Purpose ______

Materials and installation as per CE / CS 1741

Is Pipe Under Pressure yes

Distance From Bottom of Tie To Top of *Casing 24'

If Less Than 3'-0" Why? ______ (1)

If Pipe Carries Flammable Substances and has casing

Number and Location of vents N/A

Materials — Carrier Pipe PVC

Materials — Casing Steel

Diameter — Carrier Pipe 15"

Diameter — Casing 36"

Smooth Steel 0.3125 (5/16) (In.)

Pipe Wall Thickness

*(Of Casing, if used - (2) Corrugated Metal ______ (Gage)

Otherwise Carrier Pipe)

Pipe Length — Carrier Pipe 100'

Pipe Length — Casing 70'

If Pipe is Reinforced Conc. ASTM Class Designation ______

If Pipe is Cast Iron AWWA Class ______

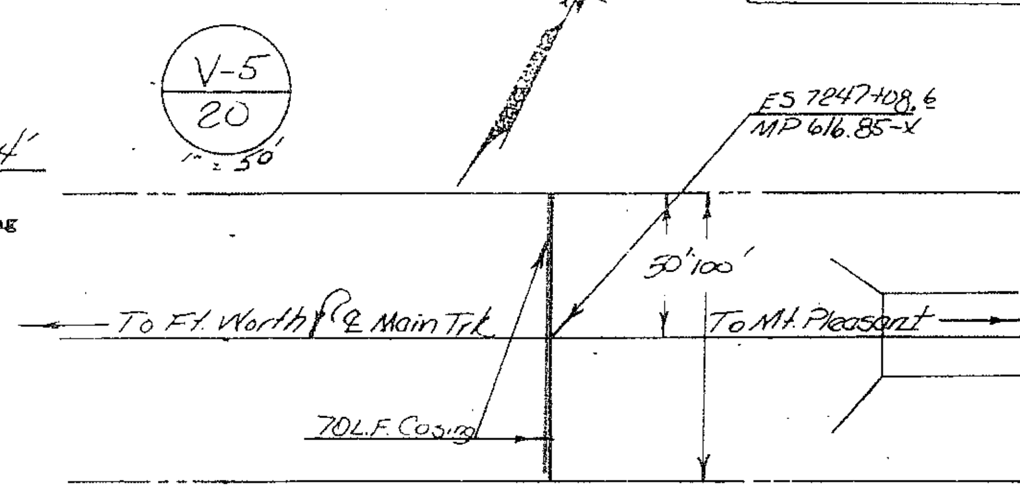
Furnish Sketch (2)

Plan, Cross Section and Description of Track or Tracks Under Which Proposed Pipe is to be placed together with all necessary dimensions.

(4) Reference to assigned blanket agreement No. ______

V-5 / 20

1" = 50'



LEGEND

--RED-- Proposed

— — — Property Line

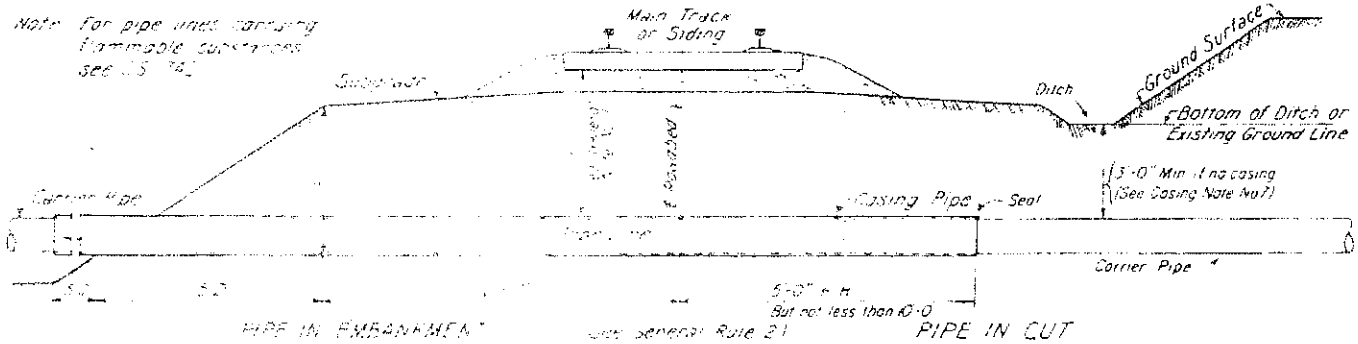
Approved [signature] 6-19-84
AREA ENGINEER DATE

(3) FORM CE 35569 Sept. 17, 1967

District Manager, Real Estate

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

Exhibit "A-1"



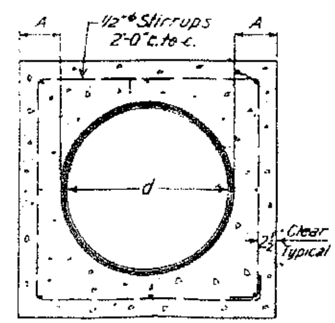
C.S. 1741

TABLE I
THICKNESS OF PIPE CASINGS FOR SUPPORTING TRACK

Inside Diameter	Corrugated Iron Pipe	Smooth Steel Pipe
Inches	U.S. Std. Gage No	Min. Thickness Inches
4 to 10	14	1/8
12	14	3/16
15, 18	14	1/4
21, 24	12	1/4
30, 36	10	5/16
48,54,60	8	

TABLE II
CONCRETE ENCASEMENT FOR PIPES

d Inches	A Inches	Number of Longitudinal 1/2" ϕ Bars
10, 12	4	4
15	5	4
18	5	8
21,24,27	6	8
30	7	12
33	8	12
36	9	12



RULES GOVERNING THE INSTALLATION OF PIPE LINES TRANSMITTING WATER OR OTHER NON FLAMMABLE SUBSTANCES WHEN CROSSING UNDER TRACKS

GENERAL

1 Distance H from bottom of tie to top of pipe, casing or concrete encasement shall not be less than 3'-0". (See exception in General Note 3)

2 Any pipe lines crossing any track do not require a casing provided the carrier pipe is of sufficient strength to support the track and has watertight joints. For such pipe lines, casing lighter than specified in Table I for supporting track may be used for installing pipe, provided the space between carrier pipe and casing is backfilled with grout or sand.

If carrier pipe does not have sufficient strength to support track, casing or concrete encasement must be installed. Length of casing measured at right angles to track shall extend each side of center line of track five feet plus the vertical distance from bottom of tie to top of casing or encasement but not less than ten feet, except that where casing is installed through railroad embankment it shall extend beyond slope of embankment.

3 When practicable, casings and carrier pipes may be installed by the jacking or boring methods. If these methods are used the minimum depth from bottom of tie to top of pipe or bore must be 3'-0" or one pipe diameter, whichever is greater, however, where there is good cohesive soil the depth may be less than one pipe diameter, but not less than 3'-0", with special permission of the Chief Engineer. If installed by tunneling or boring, the space around casing or carrier pipe must be backfilled with grout or sand.

4 No pipe lines shall be laid through or under bridges or culverts, where there is likelihood of restricting the area required for the purpose for which the bridges or culverts were built, or endangering foundations of important structures.

5 If additional tracks are constructed in the future, the protection shall be correspondingly extended.

6 Inverted siphons for drainage or irrigation ditches (C.S. 1705) using steel pipe with welded or screwed joints or corrugated iron pipe with all seams and joints close riveted and soldered having a diameter of 48 inches or less and the required strength to support track, may be installed without a casing.

CASING

1 Casing may be of either corrugated iron, smooth steel or concrete. It shall have sufficient strength to support track, except that a lighter casing may be used for installation purposes as provided in General Rule 2 above.

Nestable (knocked down) type plain galvanized corrugated pipe of gage corresponding to requirements of Table I may be used to protect carrier pipes that are already in place.

2 Metal casing for supporting track shall conform to thicknesses shown in Table I and shall have joints of either screw, welded or riveted type. It shall be galvanized or shall be dipped in preservative material and thoroughly coated inside and outside. If preservative material cannot be used on inside of casing, then the casing shall be at least one gage or 1/16 thicker than otherwise required.

3 Concrete casing for supporting track shall have the strength specified in current ATSM Serial Designation C-76, Class IV. All joints shall be water-tight and of an approved type of construction.

4 The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.

5 Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.

6 Casing shall be so installed as to prevent formation of waterway under the railway. It shall have even bearing throughout its length and shall slope toward one end.

7 Regardless of the strength of carrier pipe, casings must be provided at all locations where pipe crosses under drainage ditches if cover is less than 3'-0". Casing under ditch may be separate from, or a continuation of casing under track, and must extend a minimum of 1'-0" beyond top shoulders on each side of the ditch.

8 When placed in open cut, pipe lines having diameter of 36" or less, when crossing tracks other than main tracks and sidings, may be encased in concrete as shown in Table II.

9 Where the ends of the casing are below ground, they shall be sealed to suitably protect against the entrance of foreign material which might prevent ready removal of the carrier pipe.

Where the ends of the casing are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.

CARRIER PIPE

1 Carrier pipe shall be of an approved type with water-tight joints.

2 Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength required above for casings.

3 Cast iron carrier pipe used without a casing shall have a thickness not less than that specified for Class 150 Cast Iron pipe.

SOUTHERN PACIFIC LINES
COMMON STANDARD

PIPE LINES
FOR NON-FLAMMABLE SUBSTANCES CROSSING UNDER TRACK

NO SCALE

ADOPTED APR. 20, 1953
REVISED JAN 5, 1970

Exhibit "A-2"

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing and maintaining a "V" shaped drainage ditch within the northerly right of way of the Cotton Belt Line, both east and west of Pleasant Run Road between Mile Posts 618.44 and 618.65, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibit "A" dated April 15, 1992, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 280.00
October 1, 2016	$ 460.00
October 1, 2017	$ 640.00
October 1, 2018	$ 825.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued

photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 920526, dated June 15, 1992, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________
MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

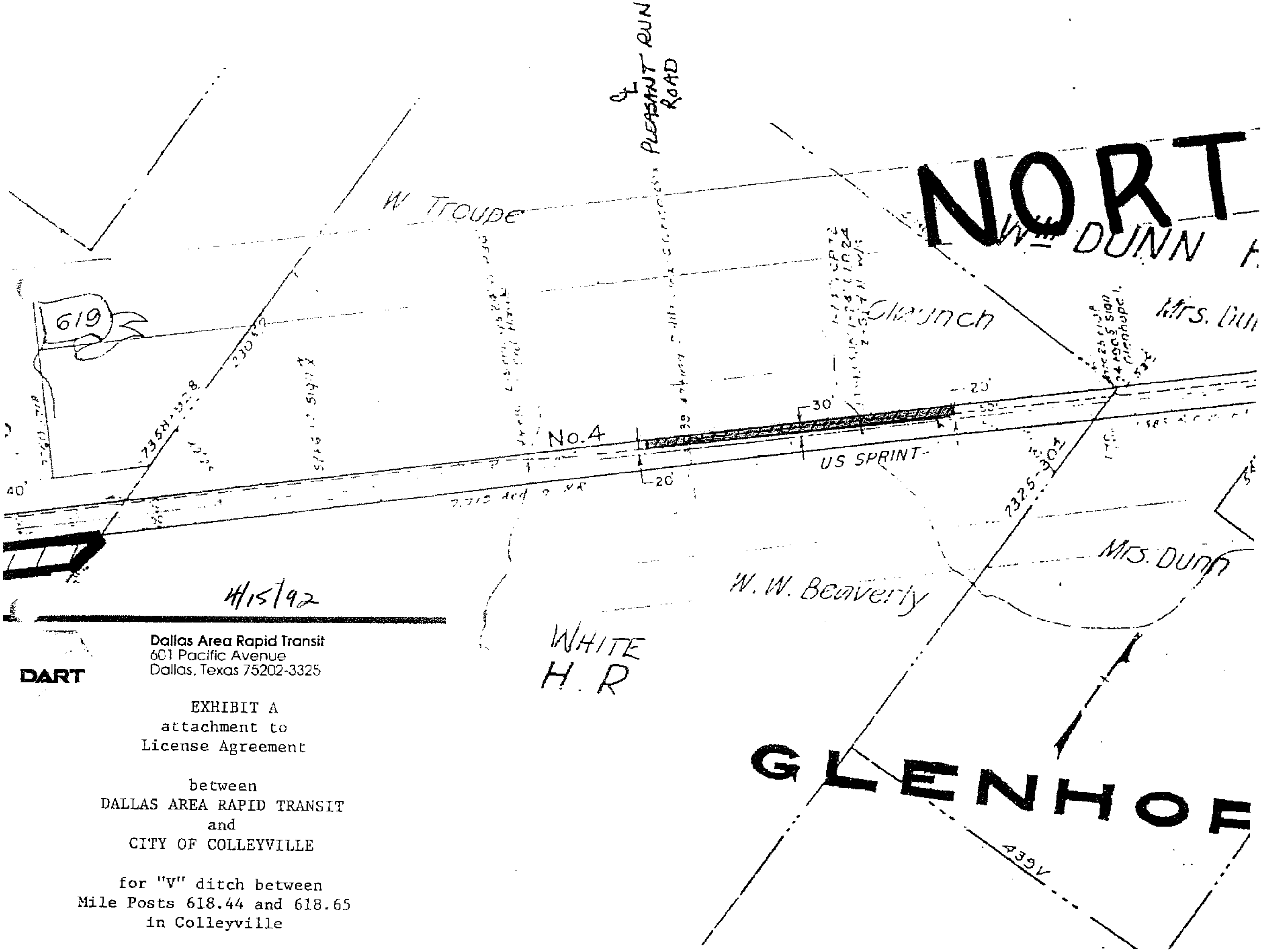
Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________
DAVID KELLY
Mayor

Date: ______________________________

226793



4/15/92

DART

Dallas Area Rapid Transit
601 Pacific Avenue
Dallas, Texas 75202-3325

EXHIBIT A
attachment to
License Agreement

between
DALLAS AREA RAPID TRANSIT
and
CITY OF COLLEYVILLE

for "V" ditch between
Mile Posts 618.44 and 618.65
in Colleyville

AGREEMENT NO. 220794

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 10-inch water main within a 20-inch steel casing pipe (the "Permitted Improvement") crossing the Cotton Belt Line approximately 2,585 feet west of John McCain Road, at Mile Post 618.09, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1" and "A-2", dated December 1, 1993 and November 1, 1993, respectively, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 635.00
October 1, 2016	$1,270.00
October 1, 2017	$1,905.00
October 1, 2018	$2,535.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished

insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 931209, dated December 9, 1993, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________

MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________

DAVID KELLY
Mayor

Date: ______________________________

220794

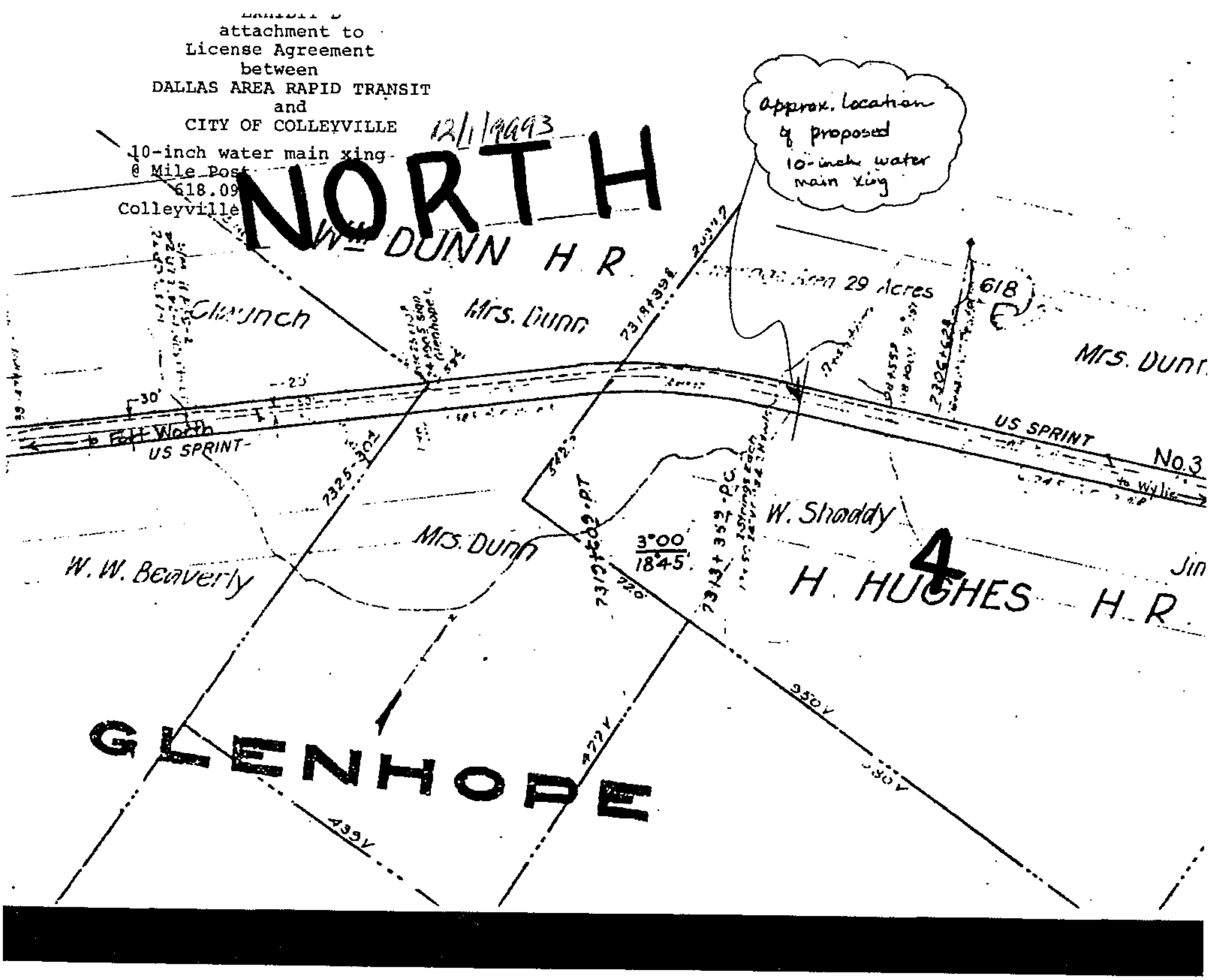

attachment to
License Agreement
between
DALLAS AREA RAPID TRANSIT
and
CITY OF COLLEYVILLE
10-inch water main xing
@ Mile Post
618.09
Colleyville
12/1/1993
NORTH
Approx. location of proposed 10-inch water main xing
W.m DUNN H.R.
Mrs. Dunn
29 Acres
618
Mrs. Dunn
US SPRINT
No.3
to Wylie
to Ft Worth
US SPRINT
W. Shaddy
Mrs. Dunn
W. W. Beaverly
3°00
1845
H. HUGHES H.R.
4
GLENHOPE
2325+30
7313+35 P.C.
-30'
-25'
439V
422V
950V

Exhibit "A-1"

EXHIBIT A

INFORMATION BY APPLICANT

APPLICANT TO FILL IN ALL INFORMATION LINES OR N/A IF IT DOES NOT APPLY.

☒ NEW INSTALLATION ☐ RECONSTRUCTION

PIPE LINE CARRYING ☐ FLAMMABLE OR HAZARDOUS SUBSTANCES (SEE RAILROAD STANDARD C.S. 1742)

☒ NON-FLAMMABLE SUBSTANCES (SEE RAILROAD STANDARD C.S. 1741)

☐ CULVERT

APPLICANT DOING BUSINESS AS: ☐ INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP ☒ MUNICIPALITY

APPLICANT City of Colleyville

ADDRESS P.O. Box 185

CITY Colleyville STATE Texas ZIP 76034

COUNTY Tarrant PHONE (817) 577-7575

CONTACT PERSON Scott Dyer, P.E. PHONE (817) 577-7575

FACILITY 10-inch water main

PURPOSE Public Utility System

IF PIPE OR CASING DIAMETER IS GREATER THAN 3'-6" APPLICANT SHALL SUBMIT ENGINEERING PLANS, CALCULATIONS, SPECIFICATIONS, AND SOILS REPORT.

DISTANCE TO PERMANENT RAILWAY STRUCTURE 500' west of milepost 618 (between 618 and 619)

ANGLE OF CROSSING WITH TRACKS 118° 34' 17"

SOIL CLASSIFICATION Group 'B' (moderate)

PIPE SLOPE OR GRADIENT 5.66 %

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	water	
NOMINAL DIAMETER	10"	20"
PIPE MATERIAL	PVC	Steel
SPECIFICATION AND GRADE	AWWA C900, SDR 18, CL 150	ASTM A139
WALL THICKNESS	0.617"	0.344"
OPERATING PRESSURE/MAXIMUM PRESSURE	55 psi/100 psi	
MINIMUM YIELD STRENGTH	3600 psi	35,000 psi
TYPE OF JOINT	Mechanical	welded
COATING MATERIAL	N/A	N/A
METHOD OF INSTALLATION	Boring	Boring
LOCATION OF BORING OR JACKING PIT FROM CENTERLINE OF TRACK	±60 ft	
LENGTH OF CASING (ACTUAL)		114 ft

DISTANCE OF CASING PERPENDICULAR FROM CENTERLINE OF TRACK L ±50 ft R ±50 ft

VENTS: NUMBER N/A SIZE N/A DISTANCE OUT FROM CENTERLINE L N/A R N/A

DISTANCE TO SHUT-OFF VALVES ON EACH SIDE OF R/W. L ±1670 R ±335 ft

BURY: BASE OF RAIL TO TOP OF CASING ±7 feet

BURY: ROADWAY(DITCHES) ±4 feet

TYPE, SIZE AND SPACING OF INSULATORS OR SUPPORTS N/A

SEALS AT ENDS OF CASING: BOTH ENDS X ONE END ___ TYPE Skids (with pressure grout around)

CATHODIC PROTECTION N/A

CASING FILLER N/A

LONGITUDINAL PIPELINES

DISTANCE FROM TRACK CENTERLINE L N/A R N/A

DEPTH OF BURY TO TOP OF PIPE MIN N/A MAX N/A

HEIGHT FROM BASE OF RAIL TO TOP OF PIPE MIN N/A MAX N/A

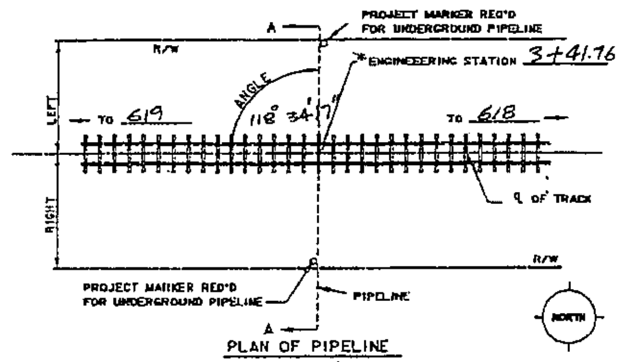
FLAMMABLE SUBSTANCE PIPELINE: CLASS LOCATION N/A DESIGN FACTOR N/A

APPROXIMATE DATE WORK WILL BE DONE Nov. 1, 1993

MINIMUM OF 5 DAYS NOTICE REQUIRED PRIOR TO ENTRY FOR CONSTRUCTION

UNDERGROUND FIBRE OPTIC CABLE MAY BE LOCATED ON RIGHT-OF-WAY. CONTACT S.P. TELECOM AT (800) 283-4237 TO VERIFY LOCATION AND PRIOR TO DIGGING.

INFORMATION BY RAILROAD



PLAN OF PIPELINE

NO SCALE

*IF ENGR.STATION OR MILE POST UNKNOWN, GIVE THE DISTANCE ALONG TRACK FROM RAILROAD STRUCTURE OR CENTERLINE OF PUBLIC STREET CROSSING.

RAILROAD CORP. ____
STATION NAME ____
ROUTE NO. ____ MP ____
MAIN LINE ____
BRANCH LINE ____
OTHER ____
E.S. ____
DIST."L" ____ DIST."R" ____
VAL.SEC. ____ SHT ____
NO. OF TRACKS CROSSED ____
JOINT FACILITY LINE YES ____ NO ____
RAILROAD INSPECTION :
REQUIRED ____
ESTIMATED COST ____
PHONE CALL FOR INSPECTION: (____) ____

APPROVED - REGIONAL ENGR. DATE

REGION ____
DRAWING NO. ____
SHEET NO. ____
DATE ____
BY ____
CHECKED BY ____

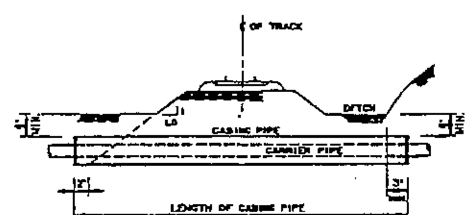
MATERIALS AND INSTALLATION PER S.P. DRAWING NO. C.E. 41708 C.S. 1741

UNDERGROUND SIGNAL OR COMMUNICATION LINE INVOLVED. YES ___ NO X

FIBEROPTIC LINE INVOLVED. (10" W.M. crosses fiber optic cable on north side of railroad tracks) YES X NO ___

SHORING PLAN AND CALCULATIONS REQ'D PRIOR TO CONSTRUCTION. YES ___ NO X

REFERENCE TO ASSIGNED BLANKET AGREEMENT NO. N/A

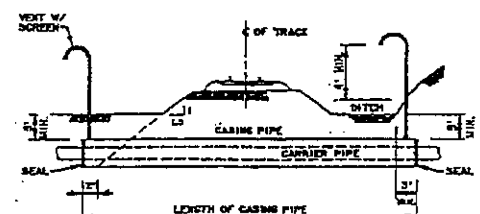


SECTION A-A

PIPELINE CARRYING NON-FLAMMABLE SUBSTANCES

SEE C.S. 1741

NO SCALE



SECTION A-A

PIPELINE CARRYING FLAMMABLE SUBSTANCES

SEE C.S. 1742

NO SCALE

SOUTHERN PACIFIC TRANSPORTATION CO.
ST. LOUIS SOUTHWESTERN RY. CO.
SOUTHERN PACIFIC CHICAGO ST. LOUIS CORP.

DATA REQUIRED FOR PROPOSED PIPELINE ACROSS OR ALONG RIGHT OF WAY

FORM C.E. 41708, SHEET 1 REVISED JAN. 1, 1990

Exhibit "A-2"

AGREEMENT NO. 220795

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating drainage improvements consisting of regarding approximately 925 feet of ditch along the southern right of way line and a 42-inch pipe and headwall with rip-rap in the collection basin (the "Permitted Improvement") within the Cotton Belt Line right of way, located west of Bransford Road, between Mile Posts 619.37 and 619.55, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1" and "B-1" to "B-4", dated November 18, 1994, and November 3, 1993, respectively, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 285.00
October 1, 2016	$ 470.00
October 1, 2017	$ 655.00
October 1, 2018	$ 840.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor

exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 941104, dated January 4, 1994, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________

MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________

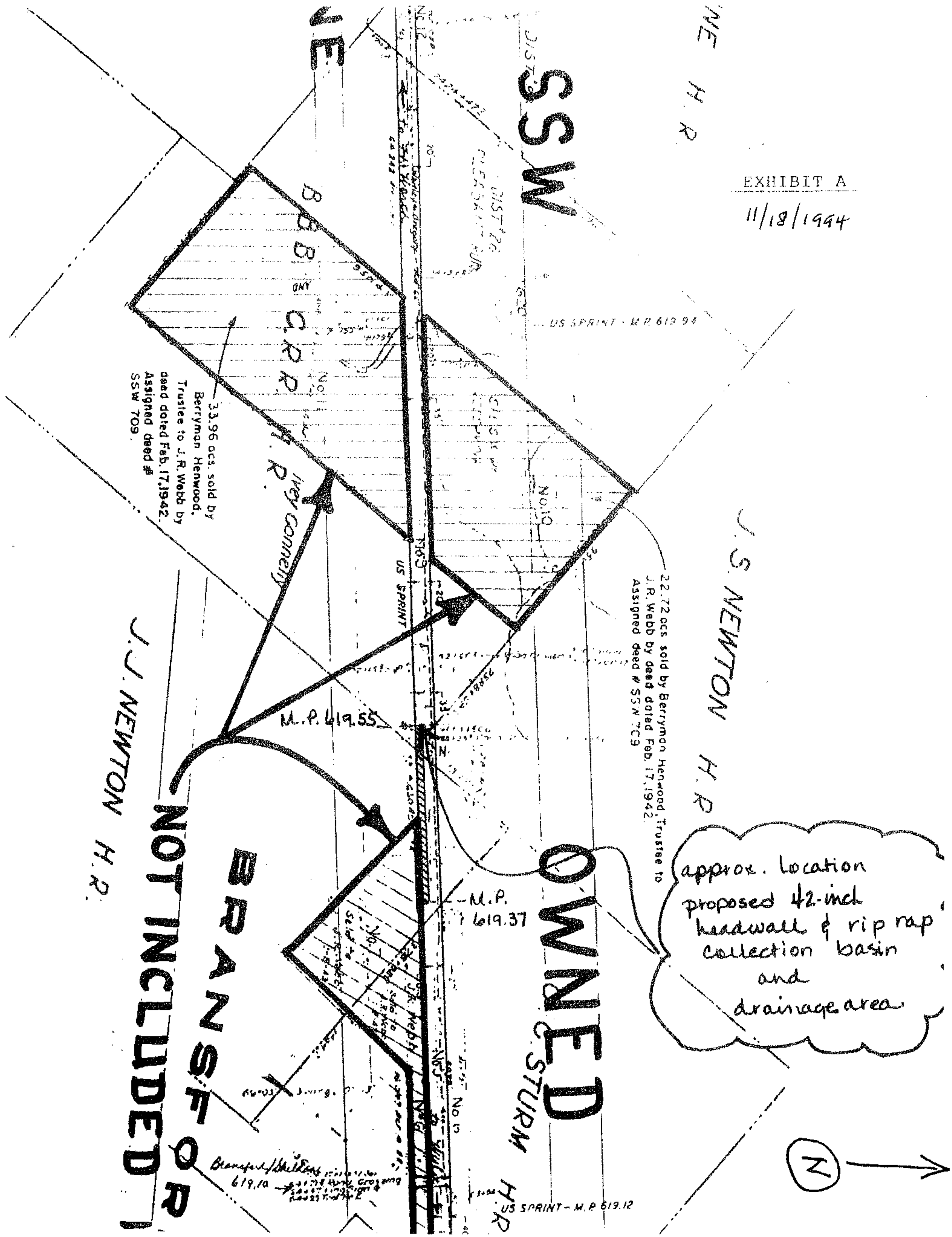
DAVID KELLY
Mayor

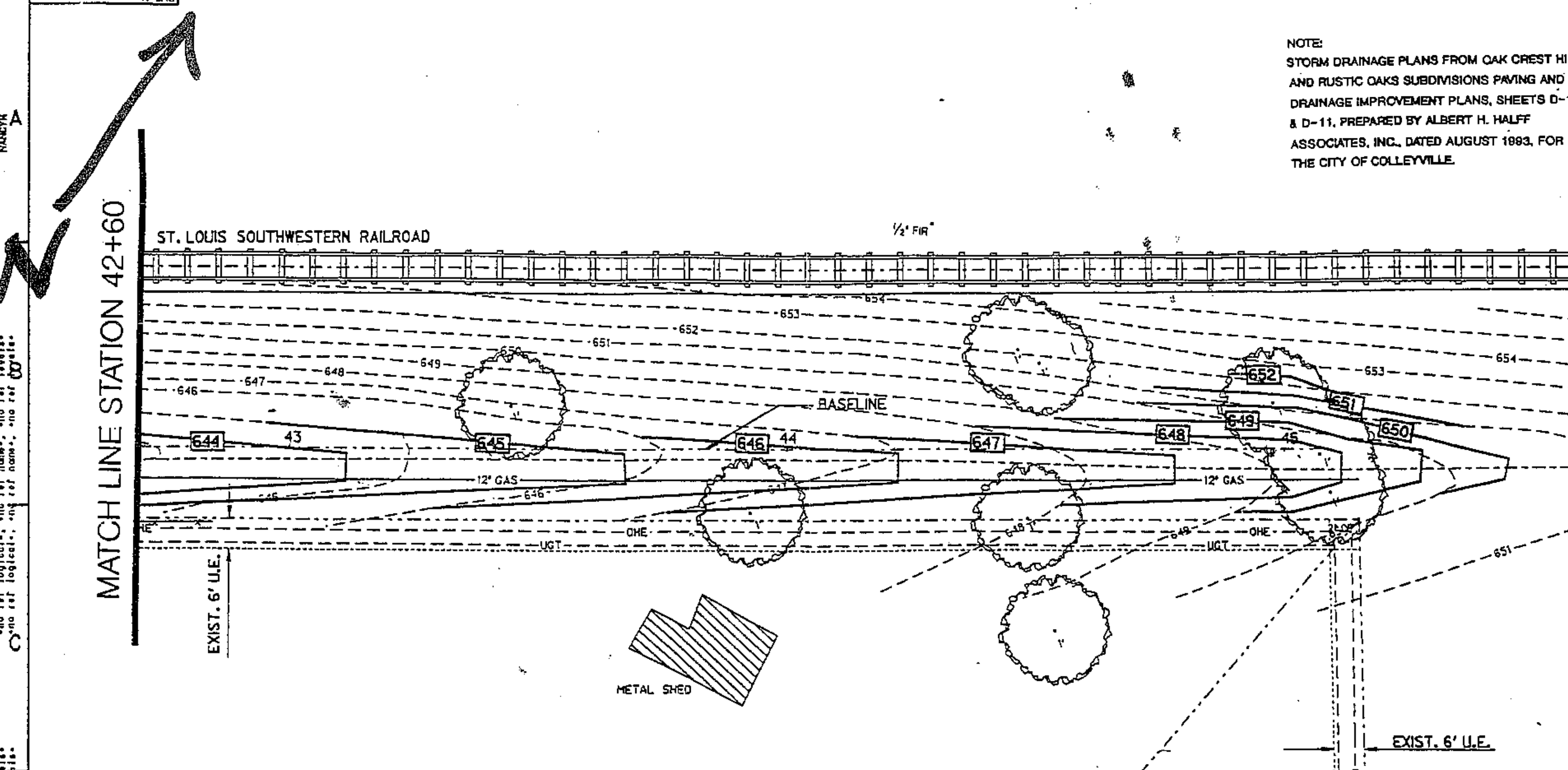
Date: ______________________________

220795

EXHIBIT A

11/18/1994





NOTE:
STORM DRAINAGE PLANS FROM OAK CREST HILLS AND RUSTIC OAKS SUBDIVISIONS PAVING AND DRAINAGE IMPROVEMENT PLANS, SHEETS D-10 & D-11, PREPARED BY ALBERT H. HALFF ASSOCIATES, INC., DATED AUGUST 1993, FOR THE CITY OF COLLEYVILLE.

EXHIBIT B
P. 1 of 4

REV	DATE	DESCRIPTION	BY	ENG	CHK	APP	REV	DATE	DESCRIPTION	BY	ENG	CHK	APP

HUITT-ZOLLARS

Sverdrup Corporation
Barton-Aschman Associates, Inc.
Arredondo, Brunz & Associates, Inc.
LS Transit Systems
Hellmuth Obata & Kassabaum, Inc.

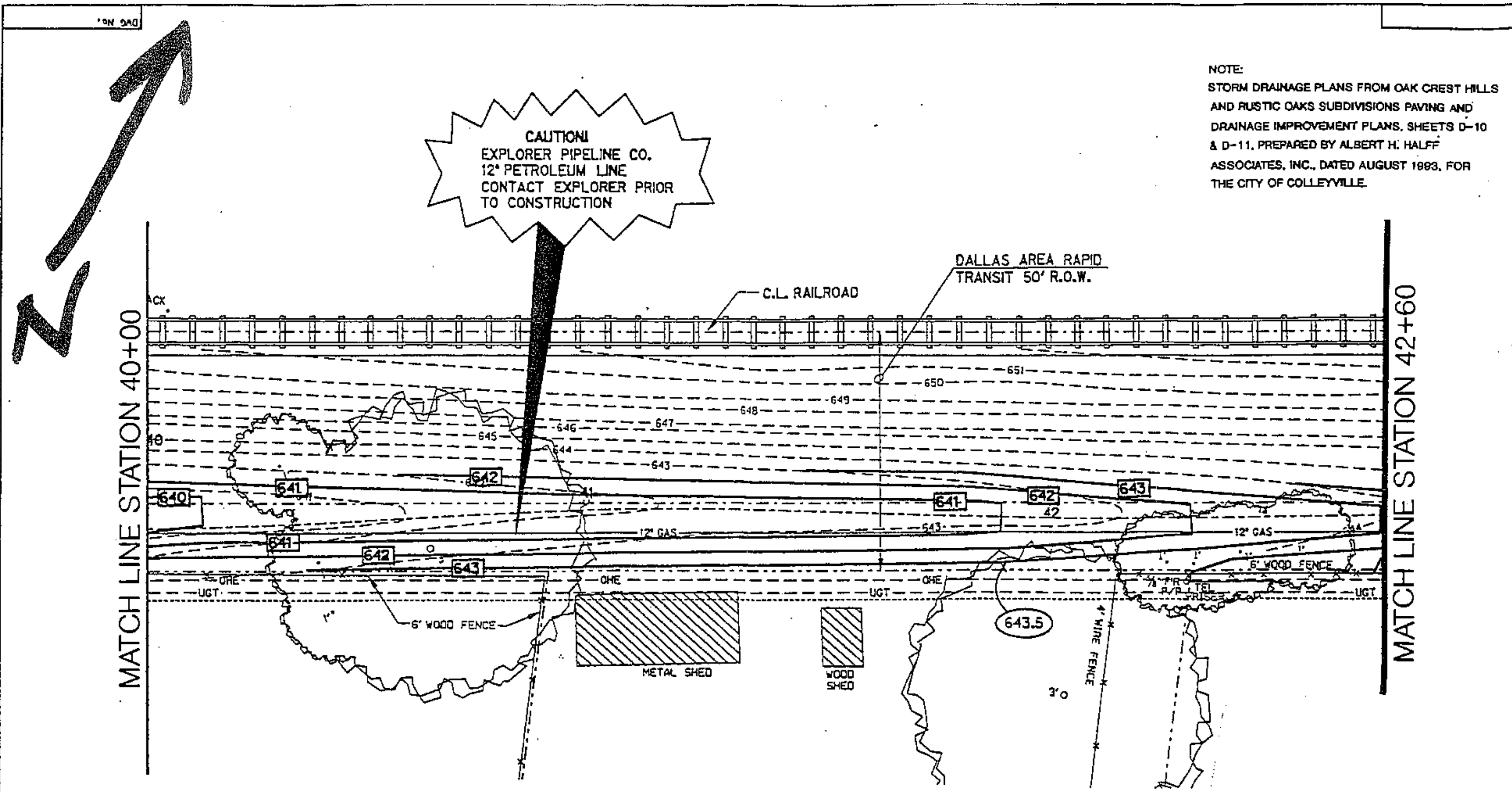
DART PROJECT

DATE 03 NOV 93

CONTRACT SHEET No.

DALLAS AREA RAPID TRANSIT
OAK CREST HILLS AND
RUSTIC OAKS SUBDIVISIONS
WATER AND DRAINAGE REVIEW
CITY OF COLLEYVILLE

CONTRACT | DWG No.



NOTE:
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C.A. FISHER
108 VALLEY VIEW DRIVE NORTH
BLOCK 1, LOT 10

R.C. BERAN
104 VALLEY VIEW DRIVE NORTH
BLOCK 1, LOT 9

EXHIBIT B
P. 2 of 4

REV	DATE	DESCRIPTION	BY	ENG	CHK	APP	REV	DATE	DESCRIPTION	BY	ENG	CHK	APP
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HUITT-ZOLLARS

Sverdrup Corporation
Barton-Aschman Associates, Inc.
Arredondo, Brunz & Associates, Inc.
LS Transit Systems
Hellmuth Obata & Kassabaum, Inc.

DART PROJECT

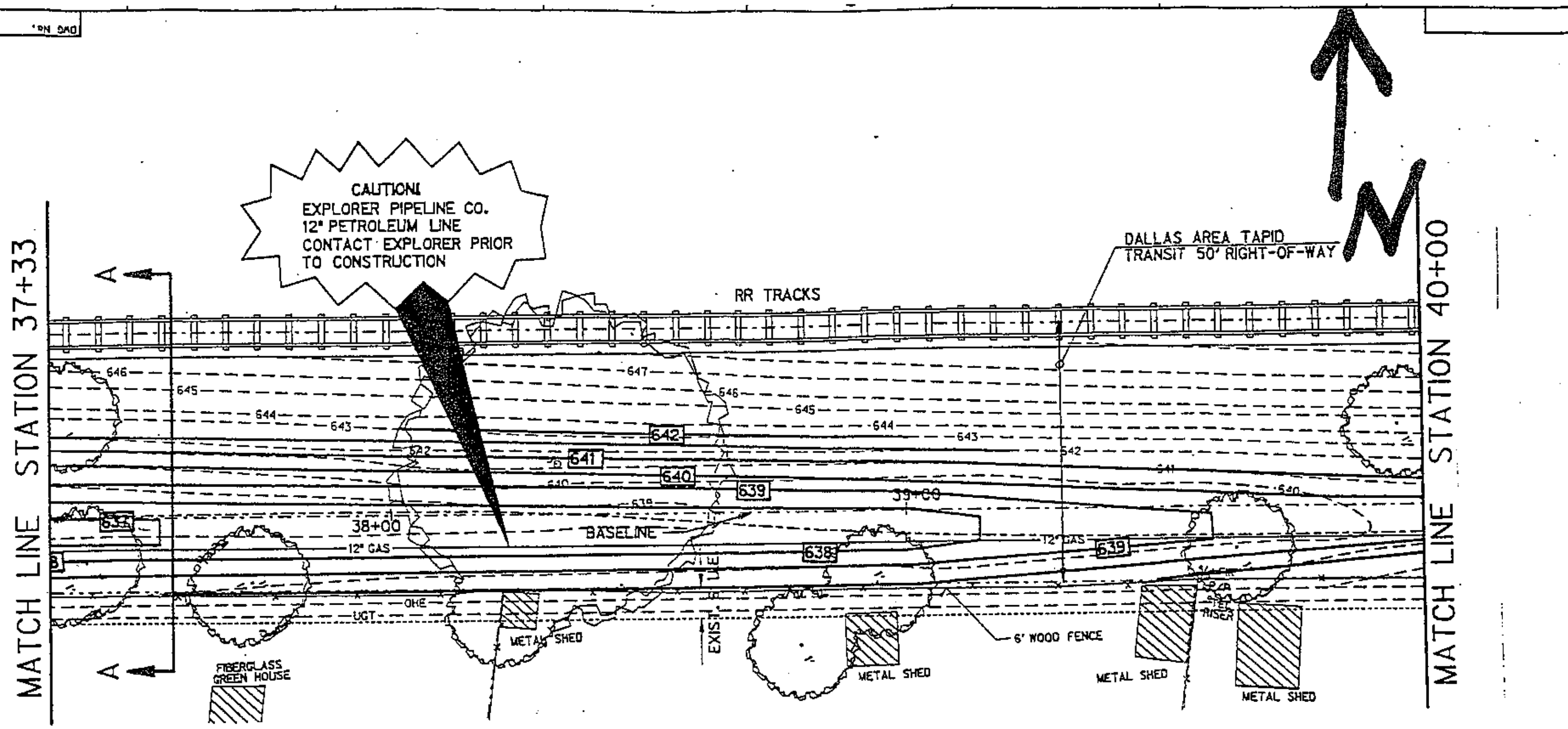
DATE 03 NOV 93

CAES

CONTRACT SHEET No.

DALLAS AREA RAPID TRANSIT
OAK CREST HILLS AND
RUSTIC OAKS SUBDIVISIONS
WATER AND DRAINAGE REVIEW
CITY OF COLLEYVILLE

CONTRACT | DWG No. | REV



W.C. SHAFFER
116 VALLEY VIEW DRIVE NORTH
BLOCK 1, LOT 12

GARY M. GILL
112 VALLEY VIEW DRIVE NORTH
BLOCK 1, LOT 11

EXHIBIT B
P. 3 of 4

NOTE:
STORM DRAINAGE PLANS FROM OAK CREST HILLS AND RUSTIC OAKS SUBDIVISIONS PAVING AND DRAINAGE IMPROVEMENT PLANS, SHEETS D-10 & D-11, PREPARED BY ALBERT H. HALFF ASSOCIATES, INC., DATED AUGUST 1993, FOR THE CITY OF COLLEYVILLE.

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HUITT-ZOLLARS

Sverdrup Corporation
Barton-Aschman Associates, Inc.
Arredondo, Brunz & Associates, Inc.
LS Transit Systems
Hellmuth Obata & Kassabaum, Inc.

DART PROJECT

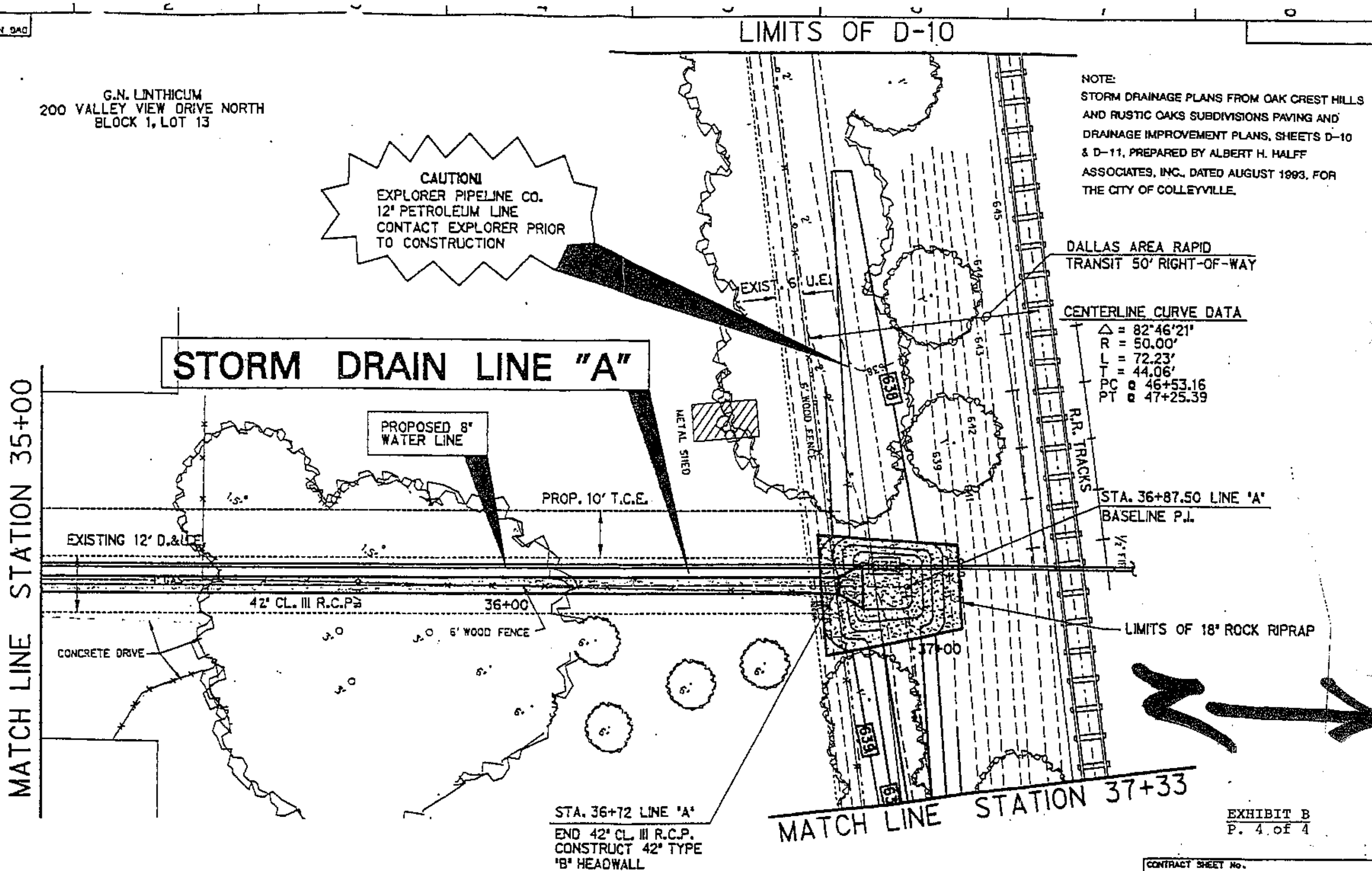
DATE 03 NOV 93

CONTRACT SHEET No.

DALLAS AREA RAPID TRANSIT
OAK CREST HILLS AND
RUSTIC OAKS SUBDIVISIONS
WATER AND DRAINAGE REVIEW
CITY OF COLLEYVILLE

CONTRACT | DWG No. | REV

#94104
City of Colleyville



NOTE:
STORM DRAINAGE PLANS FROM OAK CREST HILLS AND RUSTIC OAKS SUBDIVISIONS PAVING AND DRAINAGE IMPROVEMENT PLANS, SHEETS D-10 & D-11, PREPARED BY ALBERT H. HALFF ASSOCIATES, INC., DATED AUGUST 1993, FOR THE CITY OF COLLEYVILLE.

EXHIBIT B
P. 4 of 4

REV	DATE	DESCRIPTION	BY	ENG	CHK	APP	REV	DATE	DESCRIPTION	BY	ENG	CHK	APP
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HUITT-ZOLLARS
Sverdrup Corporation
Barton-Aschman Associates, Inc.
Arredondo, Brunz & Associates, Inc.
LS Transit Systems
Hellmuth Obata & Kassabaum, Inc.

DART PROJECT

DATE 03 NOV 93

CONTRACT SHEET No.

DALLAS AREA RAPID TRANSIT
OAK CREST HILLS AND
RUSTIC OAKS SUBDIVISIONS
WATER AND DRAINAGE REVIEW
CITY OF COLLEYVILLE.

CONTRACT | DWG No. | REV

AGREEMENT NO. 220796

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 8-inch waterline within an 18-inch steel casing pipe (the "Permitted Improvement") crossing the Cotton Belt Line approximately 2,375 feet west of Bransford Road, at Mile Post 619.55, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A" and "B", dated October 1, 1993 and November 5, 1993, respectively, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 635.00
October 1, 2016	$1,270.00
October 1, 2017	$1,905.00
October 1, 2018	$2,535.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished

insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 950201, dated January 4, 1994, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________
MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________
DAVID KELLY
Mayor

Date: ______________________________

220796

EXHIBIT B

attachment to
LICENSE AGREEMENT
between

DALLAS AREA RAPID TRANSIT
and
CITY OF COLLEYVILLE
November 5, 1993

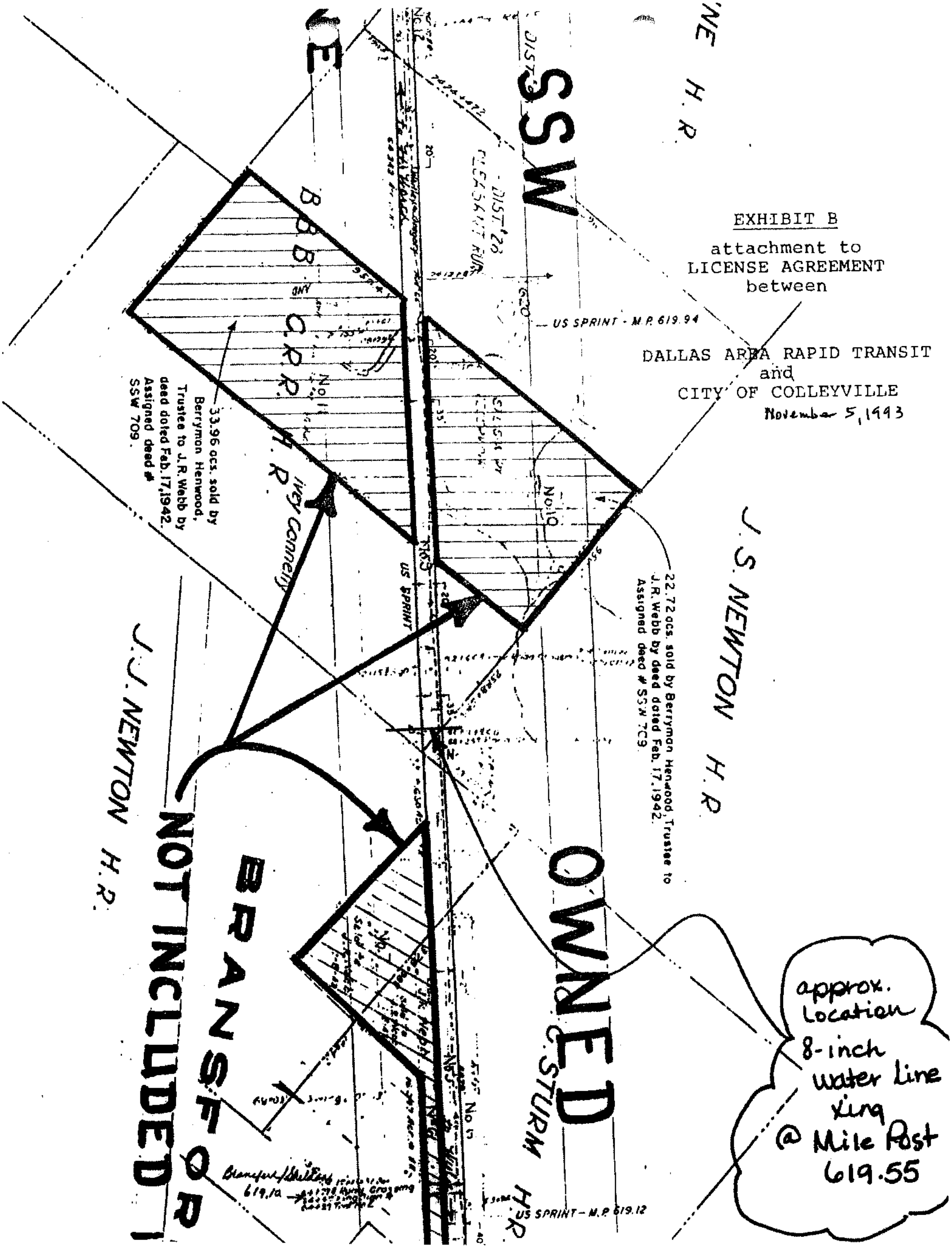


EXHIBIT A

INFORMATION BY APPLICANT

APPLICANT TO FILL IN ALL INFORMATION LINES OR N/A IF IT DOES NOT APPLY.

☑ NEW INSTALLATION ☐ RECONSTRUCTION

PIPE LINE CARRYING ☐ FLAMMABLE OR HAZARDOUS SUBSTANCES (SEE RAILROAD STANDARD C.S. 1742)

☑ NON-FLAMMABLE SUBSTANCES (SEE RAILROAD STANDARD C.S. 1741)

☐ CULVERT

APPLICANT DOING BUSINESS AS: INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP ☐ MUNICIPALITY ☑

APPLICANT City of Colleyville

ADDRESS P.O. BOX 185

CITY Colleyville STATE Texas ZIP 76034

COUNTY Tarrant PHONE (817) 577-7557

CONTACT PERSON Scott Dyer PHONE (817) 577-7587

FACILITY 8" potable water line

PURPOSE municipal water service

IF PIPE OR CASING DIAMETER IS GREATER THAN 3'-6" APPLICANT SHALL SUBMIT ENGINEERING PLANS, CALCULATIONS, SPECIFICATIONS, AND SOILS REPORT.

DISTANCE TO PERMANENT RAILWAY STRUCTURE Milepost 619

ANGLE OF CROSSING WITH TRACKS 97°13'34"

SOIL CLASSIFICATION Sandy clay - clay

PIPE SLOPE OR GRADIENT 9.57%

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Water	
NOMINAL DIAMETER	8"	18"
PIPE MATERIAL	ductile iron	Steel
SPECIFICATION AND GRADE	Cl.51 - Gr 60-45-10	API 5Lx-Gr 42
WALL THICKNESS	0.30"	0.25"
OPERATING PRESSURE/MAXIMUM PRESSURE	approx 80psi/150(test)	
MINIMUM YIELD STRENGTH	42 ksi	42 ksi
TYPE OF JOINT	push-on	welded
COATING MATERIAL	asphaltic	coal tar
METHOD OF INSTALLATION	bore	bore
LOCATION OF BORING OR JACKING PIT FROM CENTERLINE OF TRACK	46 ft Rt.	
LENGTH OF CASING (ACTUAL)		91.8 Ft

DISTANCE OF CASING PERPENDICULAR FROM CENTERLINE OF TRACK L 45 ft R 46 ft

VENTS: NUMBER...... SIZE...... DISTANCE OUT FROM CENTERLINE L N/A R N/A

DISTANCE TO SHUT-OFF VALVES ON EACH SIDE OF R/W: L 125' R 220'

BURY: BASE OF RAIL TO TOP OF CASING 13.5' - 14.5'

BURY: ROADWAY DITCHES 4.5' min

TYPE, SIZE AND SPACING OF INSULATORS OR SUPPORTS 14 gauge steel @ 6ft c-c

SEALS AT ENDS OF CASING: BOTH ENDS ✓ ONE END ...... TYPE rubber

CATHODIC PROTECTION N/A

CASING FILLER N/A

LONGITUDINAL PIPELINES

DISTANCE FROM TRACK CENTERLINE L N/A R N/A

DEPTH OF BURY TO TOP OF PIPE MIN. N/A MAX. N/A

HEIGHT FROM BASE OF RAIL TO TOP OF PIPE MIN. N/A MAX. N/A

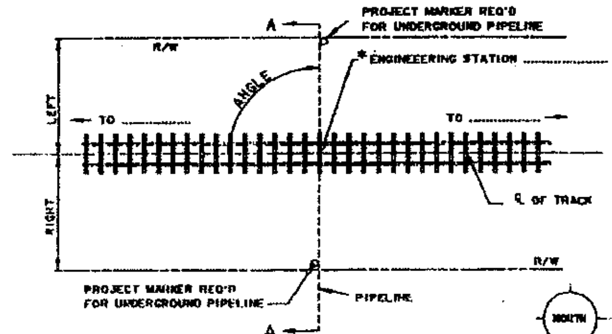
FLAMMABLE SUBSTANCE PIPELINE: CLASS LOCATION N/A DESIGN FACTOR N/A

APPROXIMATE DATE WORK WILL BE DONE Spring 1994 10/1/1993

MINIMUM OF 5 DAYS NOTICE REQUIRED PRIOR TO ENTRY FOR CONSTRUCTION

UNDERGROUND FIBRE OPTIC CABLE MAY BE LOCATED ON RIGHT-OF-WAY. CONTACT S.P. TELECOM AT (800) 283-4237 TO VERIFY LOCATION AND PRIOR TO DIGGING.

INFORMATION BY RAILROAD



PLAN OF PIPELINE

NO SCALE

* IF ENGR. STATION OR MILE POST UNKNOWN, GIVE THE DISTANCE ALONG TRACK FROM RAILROAD STRUCTURE OR CENTERLINE OF PUBLIC STREET CROSSING.

RAILROAD CORP. ....

STATION NAME ....

ROUTE NO. .... MP ....

MAIN LINE ....

BRANCH LINE ....

OTHER ....

C.S. ....

DIST."L" .... DIST."R" ....

VAL.SEC. .... SHT ....

NO. OF TRACKS CROSSED ....

JOINT FACILITY LINE YES..... NO .....

RAILROAD INSPECTION :

REQUIRED ....

ESTIMATED COST ....

PHONE CALL FOR INSPECTION:

(..........) ....

APPROVED - REGIONAL ENGR. DATE

REGION ....

DRAWING NO. ....

SHEET NO. ....

DATE ....

BY ....

CHECKED BY ....

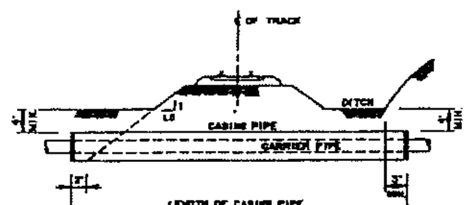
MATERIALS AND INSTALLATION PER S.P. DRAWING NO. C.E. .... C.S. ....

UNDERGROUND SIGNAL OR COMMUNICATION LINE INVOLVED. YES..... NO.....

FIBEROPTIC LINE INVOLVED. YES..... NO.....

SHORING PLAN AND CALCULATIONS REQ'D PRIOR TO CONSTRUCTION. YES..... NO.....

REFERENCE TO ASSIGNED BLANKET AGREEMENT NO. ....

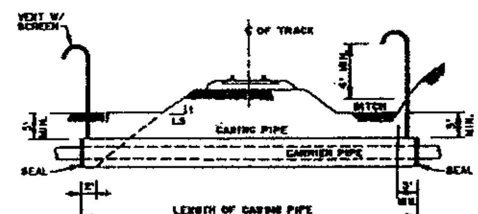


SECTION A-A

PIPELINE CARRYING NON-FLAMMABLE SUBSTANCES

SEE C.S. 1741

NO SCALE



SECTION A-A

PIPELINE CARRYING FLAMMABLE SUBSTANCES

SEE C.S. 1742

NO SCALE

SOUTHERN PACIFIC TRANSPORTATION CO.

ST. LOUIS SOUTHWESTERN RY. CO.

SOUTHERN PACIFIC CHICAGO ST. LOUIS CORP.

DATA REQUIRED FOR PROPOSED PIPELINE ACROSS OR ALONG RIGHT OF WAY

FORM C.E. 41708, SHEET 1 REVISED JAN. 1, 1990

AGREEMENT NO. 220797

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 12-inch waterline within an 18-inch steel casing pipe (the "Permitted Improvement") crossing the Cotton Belt Line approximately 790 feet west of John McCain Road, at Mile Post 617.75, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1" and "A-2", dated February 23, 1998, and March 26, 1998, respectively, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 675.00
October 1, 2016	$1,050.00
October 1, 2017	$1,425.00
October 1, 2018	$1,800.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished

insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 980501, dated April 28, 1998, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________
MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________
DAVID KELLY
Mayor

Date: ______________________________

220799

Exhibit "A-1"

INFORMATION BY APPLICANT

APPLICANT TO FILL IN ALL INFORMATION LINES OR N/A IF IT DOES NOT APPLY.

PIPE LINE CARRYING

- [ ] FLAMMABLE OR HAZARDOUS SUBSTANCES (SEE RAILROAD STANDARD C.S. 1742)
- [X] NON-FLAMMABLE SUBSTANCES (SEE RAILROAD STANDARD C.S. 1741)
- [ ] CULVERT

APPLICANT DOING BUSINESS AS: INDIVIDUAL [ ] CORPORATION [ ] PARTNERSHIP [ ] PUBLIC AGENCY [X]

DATE 2/23/98
APPLICANT City of Colleyville
ADDRESS 5400 Bransford Road
CITY Colleyville STATE Texas ZIP 76034
CONTACT PERSON Jim Foster, P.E. PHONE 817/577-7587
COUNTY OF PROJECT Tarrant
BASE AND MERIDIAN
TOWNSHIP RANGE SECTION
FACILITY 12" Gravity Sanitary Sewer
PURPOSE To convey sewage and provide sanitary sewer service to citizens of Colleyville.

IS AN EXISTING PIPELINE CROSSING TO BE ABANDONED OR REMOVED DUE TO THIS PROJECT? YES [ ] NO [X]

DISTANCE TO PERMANENT RAILWAY STRUCTURE No known structures within 500 feet
ANGLE OF CROSSING WITH TRACKS 90 degrees
SOIL CLASSIFICATION not known PIPE SLOPE OR GRADIENT 0.30%

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	domestic sewage	
NOMINAL DIAMETER	12"	18"
PIPE MATERIAL	PVC	steel
SPECIFICATION AND GRADE	ASTM D3034, SDR-35	AWWA C200, ASTM A36
WALL THICKNESS	0.360"	0.250"
OPERATING PRESSURE/MAXIMUM TEST PRESSURE	0 psi / 4 psig	
MINIMUM YIELD STRENGTH OF PIPE	46 psi pipe stiffness	35,000 psi
TYPE OF JOINT AND OUTSIDE DIAMETER	bell & gasket / 14"	welded/18.5"
COATING MATERIAL	N/A	0.05" Uniform Bitumin. Ctg.
METHOD OF INSTALLATION	Jack/Push in cas. pipe	Bore & Jack
LOCATION OF BORING OR JACKING PIT FROM CENTERLINE OF TRACK	47' north & south of track centerline	
LENGTH OF CASING (ACTUAL)		94'
DISTANCE OF CASING PERPENDICULAR FROM CENTERLINE OF TRACK	L 47'	R 47'
VENTS: NUMBER ... SIZE ... DISTANCE OUT FROM CENTERLINE	L N/A	R N/A
DISTANCE TO SHUT-OFF VALVES ON EACH SIDE OF R/W	L N/A	R N/A
BURY: BASE OF RAIL TO TOP OF CASING	16.0 feet	
BURY: ROADWAY DITCHES	3.0 feet minimum	
TYPE, SIZE AND SPACING OF INSULATORS OR SUPPORTS	Continuous cement grout	
SEALS AT ENDS OF CASING: BOTH ENDS X ONE END ___ TYPE	Cement grout	
CATHODIC PROTECTION	None	
CASING FILLER	Cement grout to pipe spring line	

LONGITUDINAL PIPELINES
- DISTANCE FROM TRACK CENTERLINE L ___ R ___
- DEPTH OF BURY TO TOP OF PIPE MIN. ___ MAX. ___
- HEIGHT FROM BASE OF RAIL TO TOP OF PIPE MIN. ___ MAX. ___

FLAMMABLE SUBSTANCE PIPELINE: CLASS LOCATION ___ DESIGN FACTOR ___

IF PIPE OR CASING DIAMETER IS GREATER THAN 3'-0" APPLICANT SHALL SUBMIT ENGINEERING PLANS, CALCULATIONS, SPECIFICATIONS, AND SOILS REPORT.

APPROXIMATE DATE WORK WILL BE DONE March, 1998

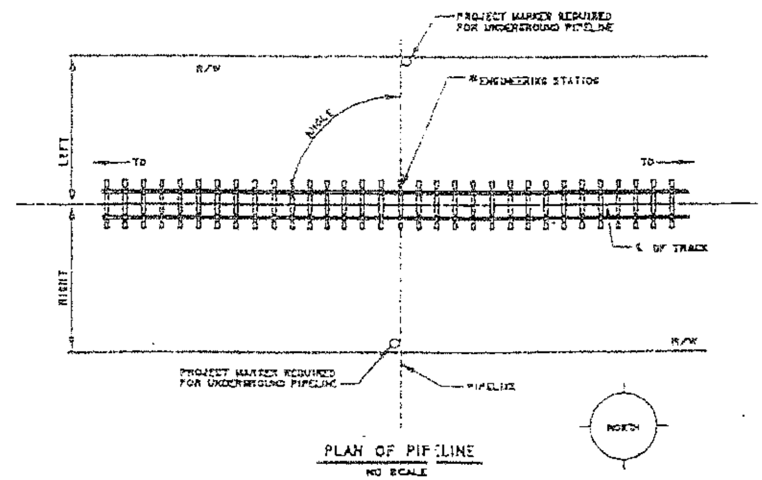
MINIMUM OF 5 DAYS NOTICE REQUIRED PRIOR TO ENTRY FOR CONSTRUCTION

UNDERGROUND FIBER OPTIC CABLE MAY BE LOCATED ON RIGHT-OF-WAY. CONTACT S.P. TELECOM AT (800) [illegible] TO VERIFY LOCATION AND PRIOR TO DIGGING.

INFORMATION BY RAILROAD

RAILROAD CORP.
STATION NAME
ROUTE NO. MP
MAIN LINE
BRANCH LINE
OTHER
ENGINEERING STATION
DISTANCE LEFT DISTANCE RIGHT
VAL.SEC. EXT
NO. OF TRACKS CROSSED
JOINT FACILITY LINE YES [ ] NO [ ]
RAILROAD INSPECTION REQUIRED: YES [ ] NO [ ]
ESTIMATED COST
PROPERTY TITLE: CONGRESSIONAL GRANT [ ] FEE [ ] RAILROAD EASEMENT [ ] FRANCHISE [ ]
PHONE CALL FOR INSPECTION ( )
REGION
DRAWING NO.
SHEET NO.
DATE

UNDERGROUND SIGNAL OR COMMUNICATION LINE INVOLVED YES [ ] NO [ ]
FIBEROPTIC LINE INVOLVED YES [ ] NO [ ]
SHORING PLAN AND CALCULATIONS REQUIRED PRIOR TO CONSTRUCTION YES [ ] NO [ ]
REFERENCE TO ASSIGNED BLANKET AGREEMENT NO.



PLAN OF PIPELINE
NO SCALE

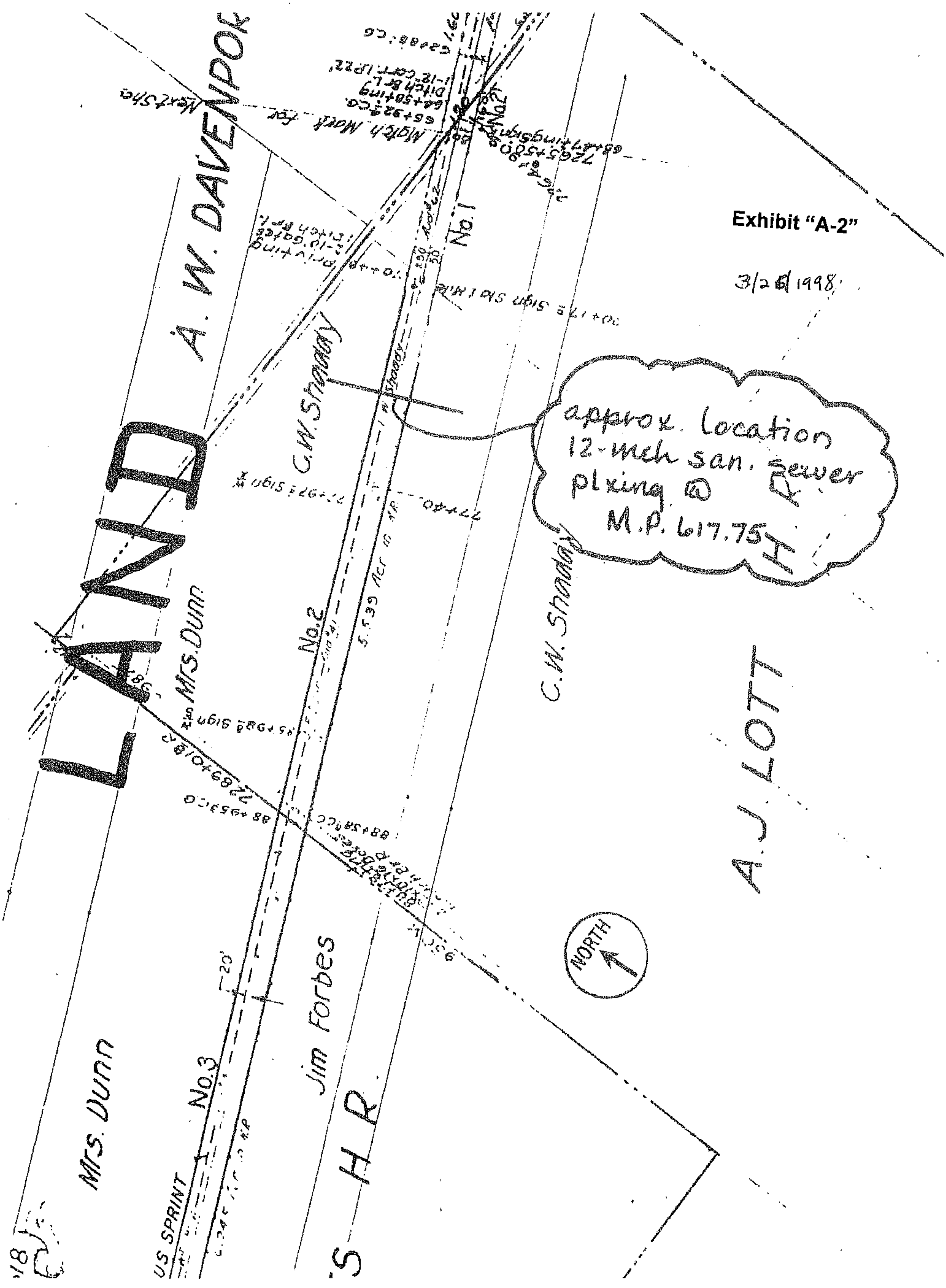
* IF ENGINEERING STATION OR MILE POST UNKNOWN, GIVE THE DISTANCE ALONG TRACK FROM RAILROAD STRUCTURE OR CENTERLINE OF PUBLIC STREET CROSSING.

SOUTHERN PACIFIC LINES

DATA REQUIRED FOR PROPOSED PIPELINE ACROSS OR ALONG RIGHT OF WAY

Exhibit "A-2"

3/26/1998



AGREEMENT NO. 220798

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one 8-inch waterline within a 12-inch steel casing pipe (the "Permitted Improvement") crossing the Cotton Belt Line approximately 1,980 feet west of John McCain Road, at Mile Post 617.98, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibit "A-1", continued on "A-2", dated August 6, 1999, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 750.00
October 1, 2016	$1,200.00
October 1, 2017	$1,650.00
October 1, 2018	$2,095.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished

insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective October 1, 2015, License No. 991004, dated October 6, 1999, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________

MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

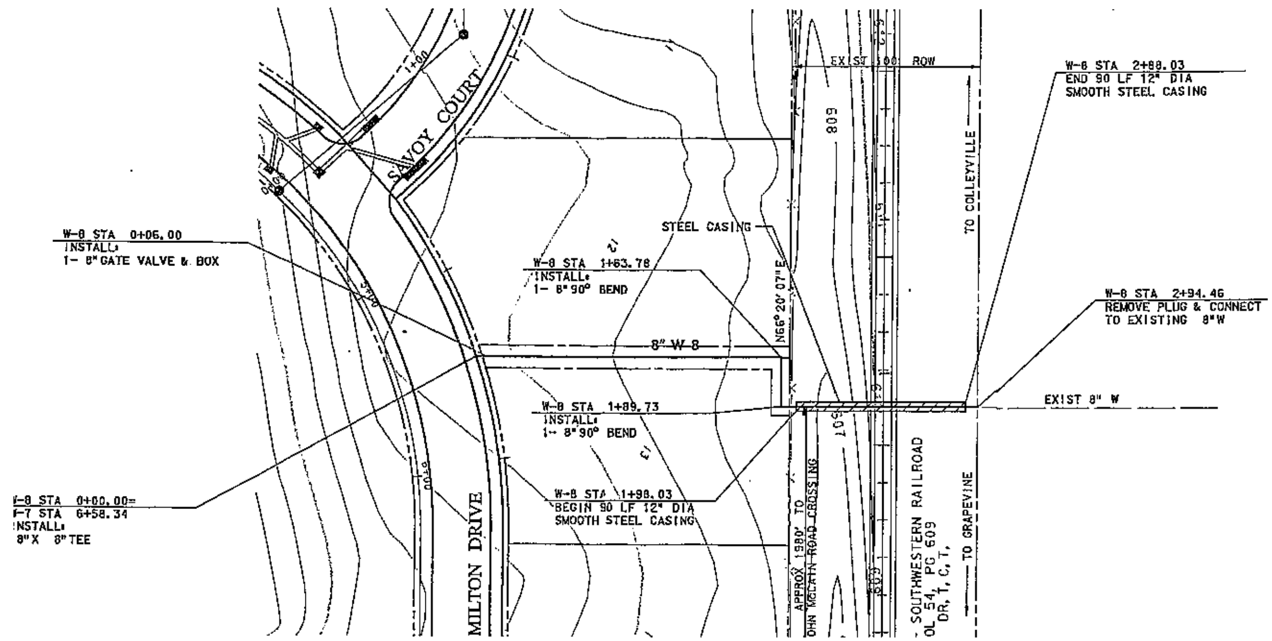
LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________

DAVID KELLY
Mayor

Date: ______________________________

220798



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

SOUTHWESTERN BELL TELEPHONE	ENTERPRISE 9800
GTE	1-800-344-8377
TU ELECTRIC	(817) 336-9411
LONE STAR GAS COMPANY	(817) 923-8481
CITY OF COLLEYVILLE UTILITIES	(817) 540-0609
TCI CABLEVISION	(214) 647-5711

PROJECT BENCHMARKS

BM NO. 1 N. G. S. MONUMENT R-942 IN WEST R.O.W. OF S.H. 26 0.20 MILES SOUTH OF JOHN McCAIN RD., 35' +/- SOUTH OF A DRIVE APPROACH IN A 6"x6" CONC. POST.
ELEVATION: 592.56

BM NO. 2 60d NAIL IN POWER POLE ON THE NORTH SIDE OF JOHN McCAIN ROAD, 50'± EAST OF RAILROAD.
ELEVATION: 577.37'

WATER NOTES

1. CASING TO BE SMOOTH STEEL 12" DIAMETER, 1/4" THICK.

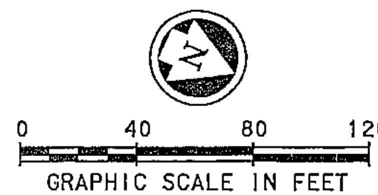
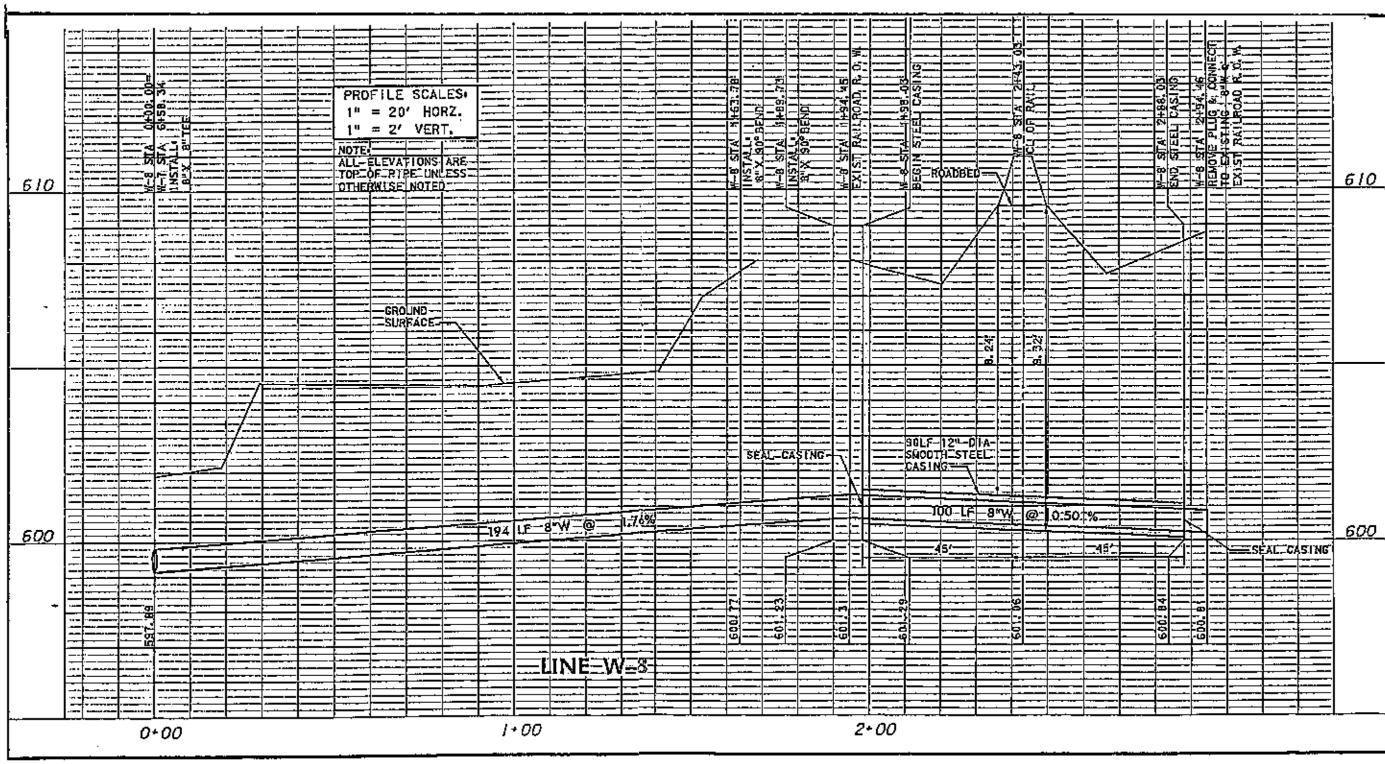
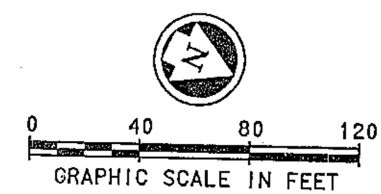


Exhibit "A-1"





CITY OF COLLEYVILLE, TEXAS
WATER DEPARTMENT

WATER AND SANITARY SEWER
TO SERVE
MONTERRA

WATER PLAN & PROFILE RAIL CROSSING
W-8

Carter::Burgess

CARTER & BURGESS, INC.

DESIGNED:

RECOMMENDED:

SUBMITTED:

DESIGN ENGINEER

DESIGN: BC DRAWN: CADD CHECKED: DEA	SCALE AS SHOWN DATE	PROJECT NO.	SHEET

8-6-99

Exhibit "A-2"

AGREEMENT NO. 220799

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and CITY OF COLLEYVILLE ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

Pursuant to an agreement between Licensor and Ft. Worth & Western Railroad, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, operating and maintaining drainage improvements which consists of a gabion-lined channel with a six-foot wide bottom and a 2:1 ratio slope (the "Permitted Improvement") within the northern right of way of the Cotton Belt Line beginning at Mile Post 618.3, continuing westerly for approximately 1,450 feet to Pleasant Run Road, at Mile Post 618.6, in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibits "A-1", and "A-2", dated April 1998, and "A-3", dated August 1997, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of October, 2015** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor of the following License Fee:

October 1, 2015	$ 110.00
October 1, 2016	$ 220.00
October 1, 2017	$ 330.00
October 1, 2018	$ 435.00

annually in advance, payable on October 1 (the "License Fee"), and (b) the payment annually of the License Fee on October 1st of all succeeding years after 2018, based on the annual payment on October 1, 2018, PROVIDED, HOWEVER, that the License Fee shall be adjusted annually beginning October 1, 2018 by a Cost of Living Adjustment in the amount of 2.5% of the License Fee, and (c) the performance by Licensee of each of the obligations undertaken by Licensee in this License.

3.02. Any payment not received by Licensor **by the 10th day after it is due**, shall bear a late charge of $25.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licensor **by the 15th day after it is due**, such payment shall bear interest at the rate of 18% per annum from the date it was due until it is paid, in addition to the late charge.

3.04. Acceptance of any License Fee by Licensor after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor 's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **Licensee shall indemnify, defend and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. **Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor

exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. **Future Use by Licensor.**

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor 's or Licensor 's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. **Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. **Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom.**

16. **Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.**

17. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party thirty (30) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	*OR*	P. O. Box 660163 Dallas, Texas 75266-7210
LICENSEE:	City of Colleyville 100 Main Street Colleyville, Texas 76034		

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. New Agreement. It is mutually agreed and understood that this License cancels and supersedes, effective January 1, 2015, License No. 200343, dated January 30, 2003, or any previous agreements granted by Licensor or Licensor's predecessor railroads in regard to this waterline License.

20.08. Counterparts. The parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License in multiple originals on the date signed by the last signing party.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: ______________________________
MAUREEN MCCOLE
Vice President, Commuter Rail
& Railroad Management

Date: ______________________________

LICENSEE: CITY OF COLLEYVILLE

BY: ______________________________
DAVID KELLY
Mayor

Date: ______________________________

220799

EXHIBIT A TO
AGREEMENT BETWEEN

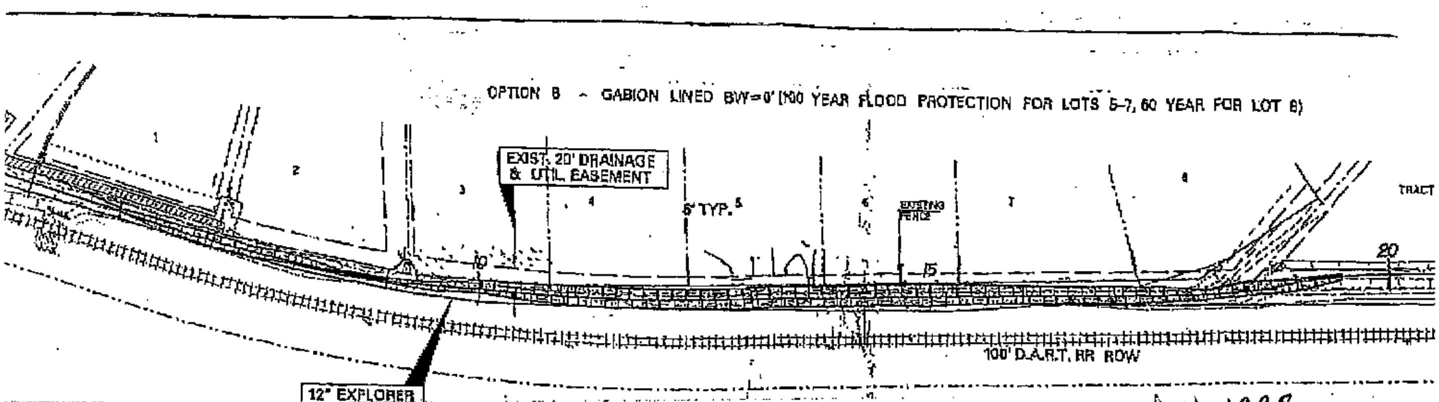
CITY OF COLLEYVILLE

&

DALLAS AREA RAPID TRANSIT

COVERING DRAINAGE IMPROVEMENTS

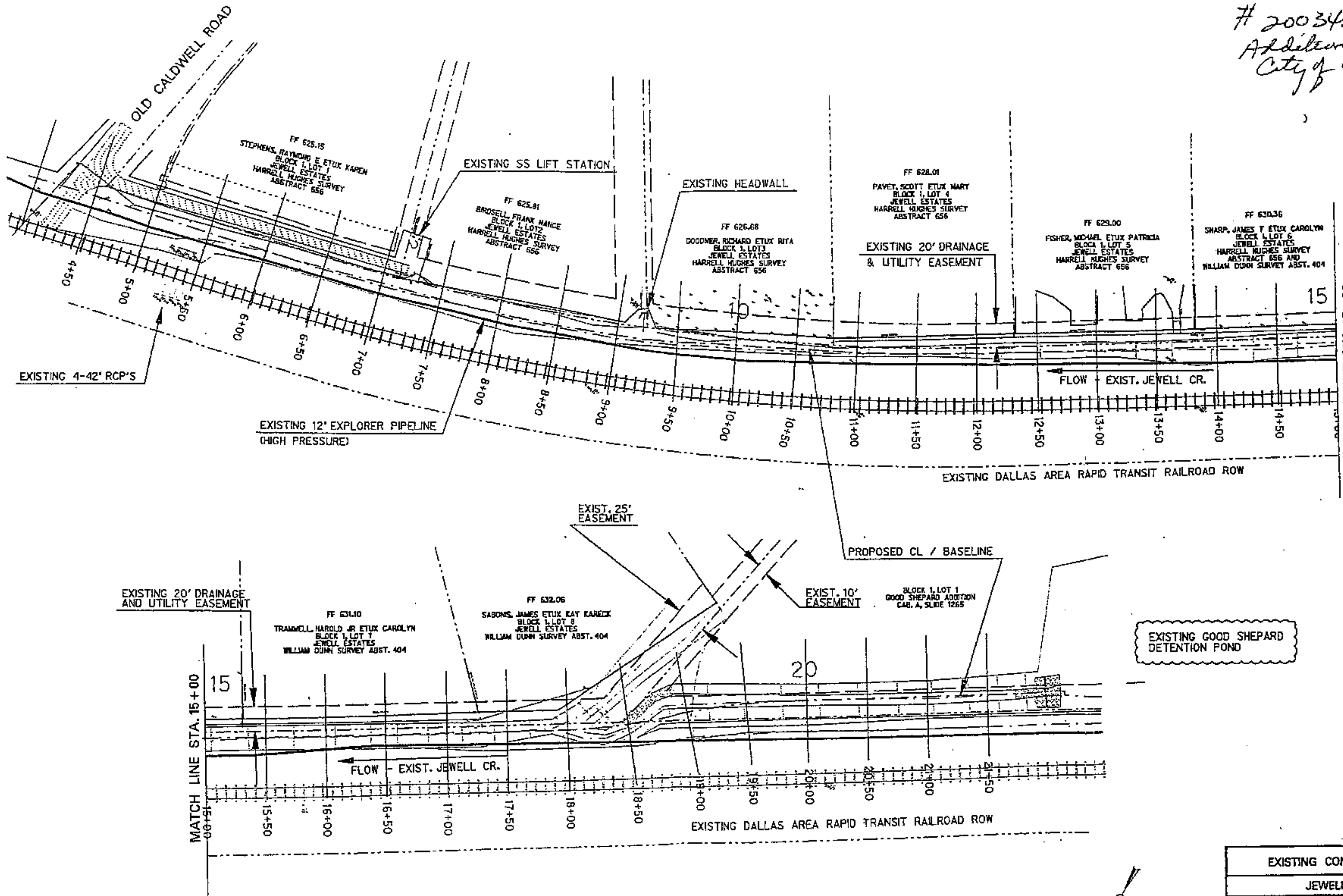
ADJACENT TO JEWELL CREEK DEVELOPMENT



April 1998

Exhibit "A-1"

#200343
Additional Diagram
City of Colleyville



EXISTING CONDITIONS - XS

JEWELL CREEK

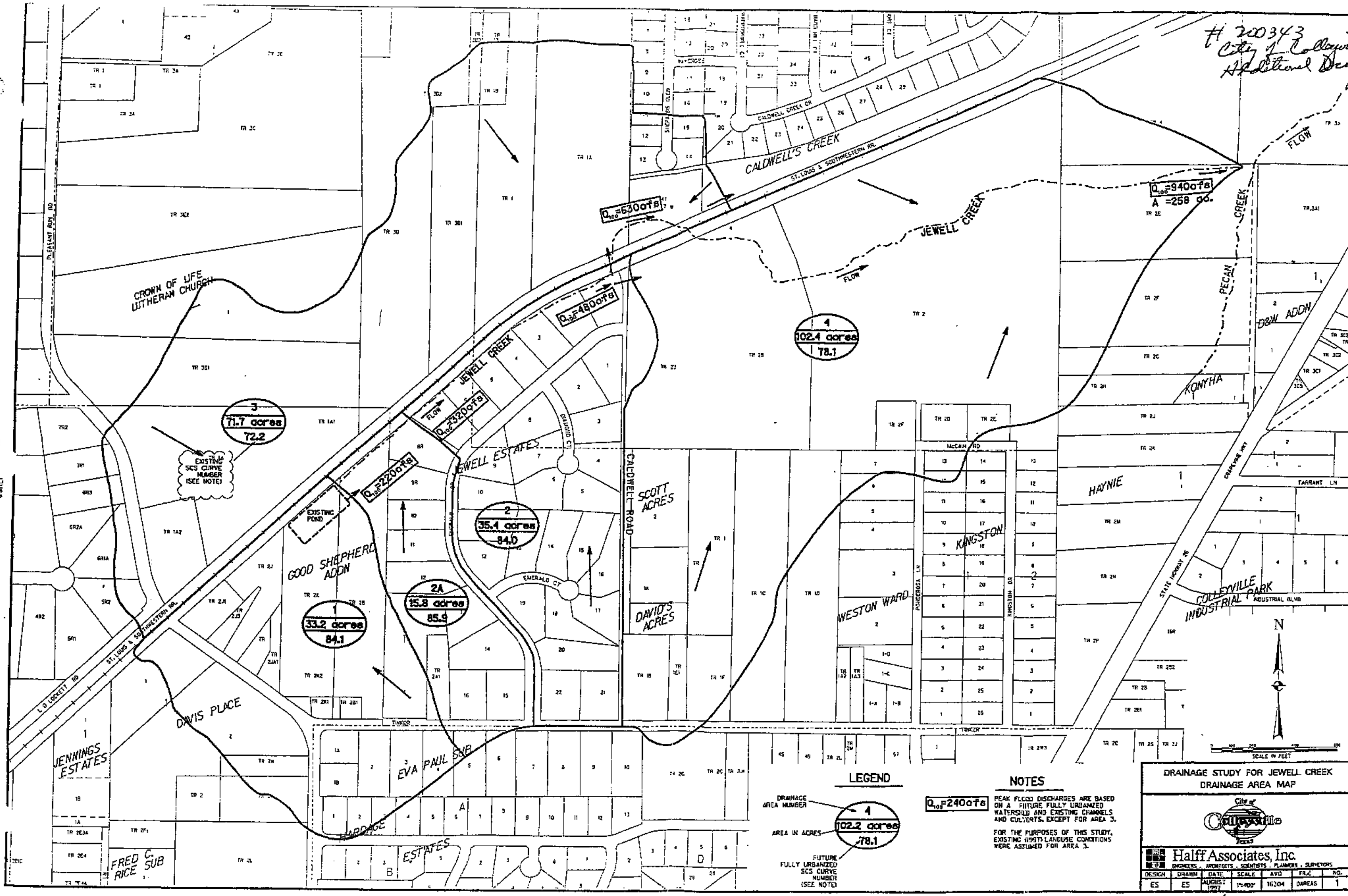
City of Colleyville Texas

Halff Associates, Inc.
ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

DESIGN	DRAWN	DATE	SCALE	AVO	FILE	NO.
JCS	CADD	APRIL 1998	NOTED	17048	EXCOND	1

200343

Exhibit "A-2"



200343

Exhibit "A-3"

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

Agenda Number PC-2 Agenda Date 09/01/2015
Type Pre Council
Department Community Development

Title

Discussion of the schedule for the review and adoption of Colleyville's comprehensive plan, *Destination Colleyville*

Strategy Map Connection

F3- Forecast needs and plan for the future, balancing priorities with resources

Explanation

Colleyville’s update to the comprehensive plan, Destination Colleyville, was launched in February of 2014. Although the plan is still under review, staff would like to receive direction on the proposed timeline and process moving forward toward public hearings and adoption, with the goal of adopting the plan by the end of this calendar year.

Project History

A series of meetings, workshops, and design events have taken place throughout the comprehensive plan update process. After the first Comprehensive Plan Advisory Committee (CPAC) meeting in February 2014, the project team began collecting feedback from the community through surveys, the project website, and other sources. In April 2014, two town hall meetings, two design charrettes, several neighborhood meetings, and a Colleyville Boulevard stakeholder meeting were held.

In May 2014, CPAC met to review the community feedback gathered; in September 2014, the City Council held a joint worksession with the Colleyville Center Advisory Committee to discuss and plan the Colleyville Center area; and in January 2015, the City Council held a joint worksession with the Parks and Recreation Advisory Board to discuss the trails plan. In addition, staff worked diligently throughout 2014 and early 2015 to get a draft plan from Halff and Associates (Halff).

On April 20, 2015 and June 22, 2015, partial drafts were provided to staff for review. Staff assembled representatives from each department to help review the draft for technical information, alignment with community feedback, and Colleyville-specific planning principles.

Status

The second, partial draft provided by Halff, on June 22, 2015, is under review at this time. In order to expedite the plan, staff has taken on additional responsibility in editing and drafting the document for CPAC and public review. As staff and the consultant team put the finishing touches on the draft, it is necessary to map out the remaining steps of the processes to ensure adequate preparation for the public hearing and review process.

Next Steps

Staff is proposing the following schedule in order to adopt the plan by the end of the calendar year to allow for implementation to begin as soon as possible. A list of the next steps is provided below for review:

- September 28 - CPAC Meeting to discuss draft
- October 12 - Public Open House to view draft highlights and provide feedback
- Joint CPAC, Planning and Zoning Commission (P&Z), and City Council work session to discuss draft
- P&Z Public Hearing
- First City Council Public Hearing/Reading
- Second City Council Public Hearing/Reading and Adoption

To maintain a schedule which will allow adoption by year end, stakeholders and community members can proactively communicate with the project team via email or the project website, https://plancolleyvilletx.wordpress.com/about/ what feedback they have so it can be addressed as soon as possible. Staff is requesting direction on when to set the date for the Joint CPAC, P&Z, and City Council worksession to discuss the draft, as well as direction on the other milestones and process moving forward.

Attachments

1. Destination Colleyville - Comprehensive Plan Presentation

Destination Colleyville

Pre Council Meeting
September 1, 2015

Purpose

- To receive direction on the proposed timeline and process moving forward toward public hearings and adoption of the comprehensive plan.

- Set the date for the upcoming Joint CPAC, P&Z, and City Council worksession to discuss the draft.

Project History

- February 2014 – First Comprehensive Plan Advisory Committee (CPAC) meeting and formal project kickoff

- April 2014 – First public meetings held:
  - Two town hall meetings
  - Two design charrettes for remaining large vacant properties
  - Neighborhood meetings
  - Colleyville Boulevard stakeholder meeting

Project History

- May 2014 – 2nd CPAC meeting to review community feedback
- September 2014 – Joint City Council-Colleyville Center Advisory Committee meeting to discuss the Colleyville Center area
- January 2015 – Joint City Council-Parks and Recreation Advisory Board meeting to discuss the trails master plan
- April 20, 2015 – Partial draft provided by Halff for staff review
- June 22, 2015 – Partial draft provided by Halff for staff review

Status

- The second, partial draft provided by Halff on June 22, 2015 is under review at this time.

- To expedite the process, staff has taken on additional responsibility in editing and drafting the document for CPAC and public review.

Next Steps

- **9/28**: CPAC Meeting to discuss draft
- **10/12**: Public Open House to view draft highlights and provide feedback
- Joint CPAC, P&Z, and City Council worksession to discuss draft ***Requesting Direction to Set a Date****
- P&Z Public Hearing
- First City Council Public Hearing/Reading
- Second City Council Public Hearing/Reading and Adoption

Questions and Discussion

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number PC-3 **Agenda Date** 09/01/2015
Type Pre Council
Department Community Development

Title
Discussion of density and open space calculations in the Master Plan and Land Development Code

Strategy Map Connection
B4- Cultivate a culture of transparency and consistent communication

Explanation
The Small Lot Development Comparison Chart is a tool utilized in considering small lot Planned Unit Development requests to compare project data. Although there has not been a small lot PUD-R approved since 2013, there are two under review and consideration for the September 1, 2015 City Council meeting. Upon researching some of the calculations based on applicant inquiries, several inconsistencies were discovered in both the methodologies used and the data inputs to derive the calculations.

Chart Verification

Staff has utilized multiple sources of data to revise the chart to be as simple and accurate as possible. Several items on the Chart are proposed to be changed, with the main goal being to have as accurate of a reference point as possible to utilize with applicable rezoning requests. The associated PowerPoint to be presented during Pre-Council is attached for reference and contains more detail.

Attachments
1. Density and Open Space Calculations Presentation
2. Previous Small Lot Development Comparison Chart
3. Revised Small Lot Development Comparison Chart

Colleyville Density and Open Space

Master Plan and Land Development Code

Purpose

- Brief introduction to the Small Lot Development Comparison Chart
- Density definitions
- Open space calculation
- Chart updates

Introduction

- The Small Lot Development Comparison Chart
  - Used as a reference tool in rezoning requests to PUD-R
  - Reflects lot characteristics, densities, open space percentages, site data, and approval information
  - Last case added was in 2013
  - Staff adds new projects once they have been approved and changes them if they get amended
  - Staff discovered inconsistencies upon researching certain calculations

Density Calculations

- The Master Plan and Land Development Code currently refer to density (not necessarily define it) in **four** different ways, resulting in four different calculations (Master Plan, Chapter 1, Chapter 2, and Chapter 3).

- To date, the City appears to have been using **two** ways to calculate density, neither of which is consistent with the Master Plan or the Land Development Code.

Four Density References – Part 1

- Master Plan does not provide a definition of density that could be located. The following paragraph in Chapter 9 (Land Use Plan) is the closest reference:
  - "In Colleyville, the 1998 master plan established a density goal of 1.8 dwelling units per acre (dua) and this density factor has been used as the guideline for evaluating rezoning proposals since 1998. The 1.8 dwelling units per acre standard approximates the density achieved by the R20 zoning district in Colleyville, which requires a minimum lot size of 20,000 square feet, **not including the land required for street right-of-way to gain access to the lot**."
- This reference closely resembles Net Density (leaving out ROW), but it appears to have been calculated with the ROW (i.e. Gross Density) historically on the Chart and elsewhere.

Four Density References – Part 2

- Chapter 2 of the Land Development Code (Definitions) clearly defines density as:
  - “The ratio of the total number of dwelling units to the land area of the total site area, less any right-of-way dedication. Commonly expressed as ‘dwelling units per acre.’”
- This clear definition is how Net Density (leaving out ROW) is calculated, but it appears to have never been calculated on the Chart or elsewhere.

Four Density References – Part 3

- Chapter 3 of the Land Development Code (Land Use) refers to density under the PUD regulations as follows:

  – "Maximum Residential Density – The maximum residential density permitted in a PUD-R district, or in a PUD-C district where residential uses are proposed, shall not exceed 1.8 dwelling units per **gross acre**. For the purpose of this regulation, the density calculation shall **include all residential areas of the project and one-half of any abutting street situated adjacent to the project**. This calculation shall **exclude all proposed non-residential acreage from the gross acreage**."

- This reference to density poses multiple challenges, especially for calculation purposes, but it appears to have never been calculated on the Chart or elsewhere.

Four Density References – Part 4

- Chapter 1 (General Provisions) refers to density when it is listing requirements for site plan data associated with a rezoning request:

  – “The **gross** residential density of each type of residential land use proposed, expressed in dwelling units per acre; **and based on net residential land use plus one half of any abutting street, only**;”

- This density reference has not been used and appears to combine all three other density references with no possible way to actually calculate it.

Proposed Methodology

- The Chart appears to contain calculations for Gross Density (Master Plan) and a partial density calculation per Chapter 3 in the PUD regulations (without the abutting ROW component). Unfortunately, no method used on the Chart appears to be completely consistent with the Master Plan or Land Development Code.

- Gross Density (with ROW) and Net Density (without ROW) are typical calculations associated with residential projects.

Proposed Methodology

- Although the Master Plan does not specifically define density consistent with Gross Density (with ROW), staff recommends that we keep utilizing the Gross Density calculation in the Chart but label it "**Gross Density**" instead of "Master Plan Density."

- Based on the references to density contained in the Land Development Code, the clearest definition is in Chapter 2 (Definitions). The definition describes Net Density which is a typical measurement tied to residential projects. Staff recommends we utilize the Net Density calculation in the Chart and label it as "**Net Density**."

Changes Seen in the New Proposed Chart

- Column Labels: “Master Plan Density” to “Gross Density,” and “Land Development Code Density” to “Net Density.”

- Asterisks at the Bottom: (1) Calculation for “Master Plan” Density is the same but is now called “Gross Density,” (2) Calculation for “Land Development Code Density” is revised to not include open space area and is now called “Net Density.”

- Some Gross Densities have changed due to verification of data inputs (more detail forthcoming on next slide).

- All densities under the Net Density column are new because the calculation method is revised.

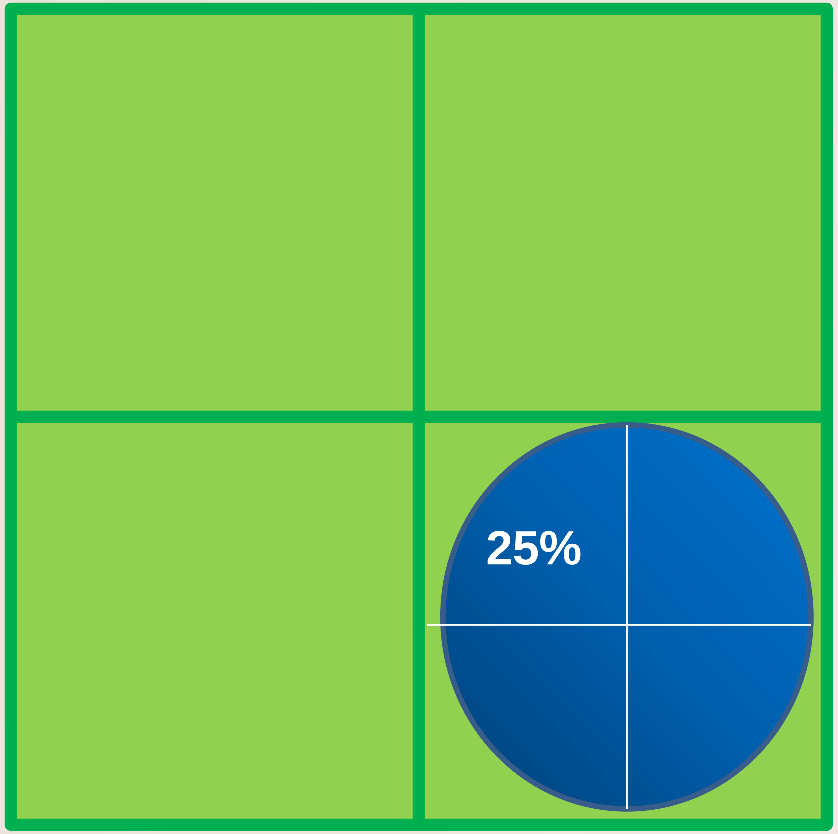
- Where requirements in the governing PUD-R’s could not be located, staff changed the item to reflect reverting to the LDC’s requirements (*blue* numbers on chart).

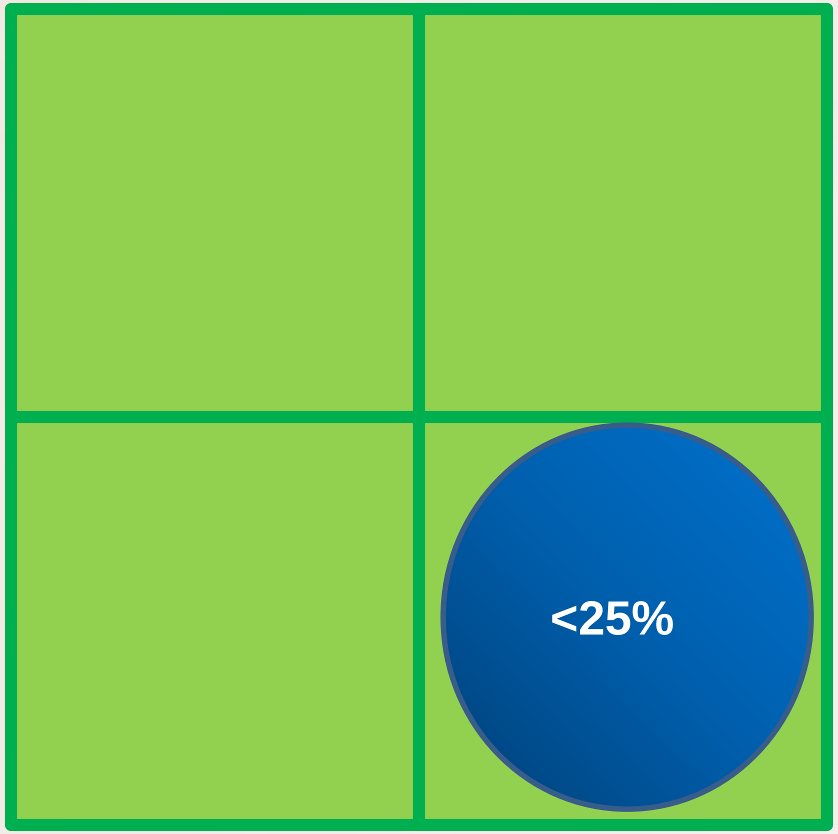
- Some Open Space calculations due to verification of data inputs.

PUD Open Space

- LDC 3.23.J.2.b. (PUD Open Space Design Requirements): "The maximum amount of common open space used for storm water detention or retention purposes shall not exceed twenty-five (25%) of the common open space area."
- Historically interpreted that only 25 percent of required detention/retention area can be utilized toward the required minimum 20 percent common open space area calculation.
- Revised interpretation that detention/retention can only be utilized for up to 25 percent of common open space area.

PUD Open Space





The maximum amount of common open space used for storm water detention or retention purposes shall not exceed twenty-five (25%) of the common open space area.

Chart Verification

- Several sources were utilized to verify and compute the numbers on the revised chart.

- The sources included the following:
  - Approved PUD-R Ordinances
  - Filed Plats
  - Zoning Exhibits in the Project Files
  - City Council Agenda Briefings
  - GIS

Direction

- Revisions to the Small Lot Development Comparison Chart
- Calculation of PUD Open Space
- Plan moving forward (maintenance and submittals)

PREVIOUS

Small Lot Development Comparison Chart - 1996 to 2013

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Master Plan Density - Dwelling Units Per Acre *	Land Development Code Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	45	36	70	2,520	2,700	90%	8	16.1	5.4	31.3%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	59	115	6,594	7,408	50%	3.7	5.9	11.6	18.3%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	50%	3	6.7	10.0	24.0%	12.21.99	O-99-1192
Riverwalk at Colleyville	53	60	115	6,331	7,666	50%	3.2	5.7	20.0	20.0%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,482	6,899	60%	3.6	6.3	14.8	21.4%	8.8.01	O-01-1286
Emerald Park	72	60	120	7,200	7,508	50%	3.5	5.8	20.2	19.6%	10.1.02	O-02-1366
Tiffany Park	25	60	100	7,200	7,580	50%	3.5	5.7	7.2	20.0%	10.21.03	O-04-1487
Tuscany	35	60	110	6,600	7,878	50%	3.9	5.5	8.8	6.6%	2.17.04	O-04-1442
Cambridge Place	38	50	58	4,500	5,300	60%	4.2	8.2	9.0	22.0%	7.6.04	O-04-1467
Heritage Oaks	103	30/40	90	2,700/3,600	3,600	90% and 75%	4.6	12.1	22.9	25.0%	03.21.06	O-09-1715
Villas at Oak Pointe	74	30/56	90/95/115	2,700/6,440	5,000	90% and 58%	3.7	8.7	13.6	22.0%	08.02.06	O-06-1584
Copperglen	22	55	105	5,924	6,650	65%	3.9	6.6	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	8,936	60%	3.4	4.9	19.8	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	120	8,700	9,350	50%	2.9	4.7	5.6	19.3%	09.18.07	O-07-1634
Creekside at Colleyville	269	50	105	5,000	7,257	65%	2.4	6.0	108.5	20.0%	11.27.07	O-07-1645
Somerset Manor	77	50/60	100/110	5,000/6,600	6,000	50%	4	7.3	18.2	20.3%	05.05.08	O-08-1672
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	5.3	3.0	20.0%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	9,170	50%	3	4.7	12.0	23.0%	05.14.13	O-13-1867
Heron Pond	49	47	120	7,000	7,800	65%	3.2	5.6	15.4	22.0%	11.19.13	O-13-1894
Average	***59***	***56***	***106***	***6,260***	***6,915***	***58%***	***3.7***	***6.9***	***17.4***	***20.8%***		
Zoning Case ZC14-019	*60*	*40*	*90*	*4,400*	*5,000*	*60%*	*5.4*	*8.6*	*11.2*	*1.8%*		

*** Master Plan Density is calculated by dividing the total units in the development by the total acreage of the development**

**** Land Development Code Density is calculated by dividing the total units in the development by the total development acreage minus open space and right-of-way acreage**

CITY OF COLLEYVILLE TEXAS

REVISED

Small Lot Development Comparison Chart - 1996 to 2015

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Gross Density - Dwelling Units Per Acre *	Net Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	43	*100*	*120*	2,412	NA	*50%*	6.4	8.2	6.7	19.4%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	*100*	*120*	NA	NA	*50%*	3.7	4.5	11.5	28.0%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	*50%*	2.7	3.5	12.0	25.5%	12.21.99	O-99-1192
Riverwalk at Colleyville	68	115	60	6,331	7,666	*50%*	3.3	4.2	23.7	20.7%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,490	6,753	60%	3.6	4.5	14.8	24.0%	8.8.01	O-01-1286
Emerald Park	71	60	120	7,200	NA	*50%*	3.6	4.6	20.0	20.0%	10.1.02	O-02-1366
Tuscany	32	60	110	6,600	8,304	*50%*	3.6	4.8	8.8	6.6%	2.17.04	O-04-1442
Tiffany Park	25	60	100	7200	NA	*50%*	3.5	4.0	7.2	19.5%	11.16.04	O-04-1487
Cambridge Place	36	50	58	4,500	5,300	60%	3.9	4.9	9.2	22.5%	7.6.04	O-04-1467
Villas at Oak Pointe	74	30/56	90/115	2,700/6,440	NA	90% and 58%	3.7	5.4	19.8	22.9%	8.2.06	O-06-1584
Copperglen	22	55	105	5,924	NA	65%	3.9	4.9	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	7,936	60%	3.3	3.9	20.5	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	*120*	10,000	NA	*50%*	2.8	3.3	5.6	19.3%	09.18.07	O-07-1634
Creekside at Colleyville	228	50	105	5,000	7,257	65%	2.4	3.0	96.4	29.0%	11.27.07	O-07-1645
Somerset Manor	77	50	110	5000	6,500	*50%*	4.2	5.0	18.3	21.5%	05.05.08	O-08-1672
Heritage Oaks	100	30/50	90	2,700/4,500	NA	75% and 90%	4.4	6.6	22.8	30.4%	03.21.06	O-10-1749
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	4.0	2.9	20.1%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	NA	50%	3.0	3.5	12.0	23.0%	05.14.13	O-13-1867
Heron Pond	49	60/74	120	7,000/9000	NA	65%	3.2	3.7	15.4	22.1%	11.19.13	O-13-1894
Average	***56.95***	***66***	***107***	***6,247***	***7,155***	***55%***	***3.6***	***4.6***	***17.5***	***21.9%***		
Zoning Case ZC15-011 - Roberts	*12*	*50*	*97*	*4,882*	*5,145*	*66%*	*4.6*	*6.4*	*2.6*	*17.3%*		
Zoning Case ZC15-012 - Lavaca	*16*	*50*	*75*	*7,050*	*7,488*	*60%*	*3.1*	*5.5*	*5.1*	*19.1%*		

*** Gross Density is calculated by dividing the total number of lots by the total acres of the development.**

**** Net Density is calculated by dividing the Total Lots by the Total Acres of the development, less any Right of Way dedication.**

***** Items in *BLUE* are not referenced in ordinace or supporting materials therefore items defaulted to Section 3.24.G Schedule of District Regulations of the LDC.**

CITY OF COLLEYVILLE TEXAS

City of Colleyville
City Council
Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number PC-4 **Agenda Date** 09/01/2015
Type Pre Council
Department City Manager

Title
Presentation of the annual activity report of the Colleyville Economic Development Corporation

Strategy Map Connection
B4- Cultivate a culture of transparency and consistent communication

Explanation
The Colleyville Economic Development Corporation Bylaws require that the Board make an annual report by February 1, 2016, to the City Council, *"reviewing the accomplishments of the Corporation for the preceding year and the activities of the Corporation for the budget year."* Attached is the annual report that was approved by the Colleyville Economic Development Corporation Board at the August 25, 2015 meeting.

Attachments
1. Annual report of the Colleyville Economic Development Corporation Actions of the Corporation

FY 2015 ANNUAL REPORT OF THE COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION ACTIONS OF THE CORPORATION

On August 26, 2014, the Board held its annual meeting and approved the FY 2015 annual budget for the Corporation with projected revenues of $2,537,616 and expenses of $2,279,464. The Board also adopted the attached Exhibit “A” for the Economic Development Capital Improvement Program (EDCIP) for Fiscal Years 2015-2019.

The projected sales tax for FY 2015 replicated one-half of the FY 2015 City sales tax budget projection. For the remaining years, there was a one percent growth for FY 2016 - 2019. There was a slight change from year to year in interest income, due to the annual changes in investable cash from beginning fund balance in the two different EDCIP plans. There was the use of available cash from the .4 times bond coverage ratio in all years of the plan, with the ending target fund balance in FY 2019 at a level slightly above $850,000. In FY 2015, funding for incomplete projects, such as Pleasant Run Trail (Bogart Drive to Mission Lane) construction ($277,000), was carried forward from FY 2014, as well as $50,000 for the Cotton Belt II spur at the Webb House, and $100,000 for improvements at Cotton Belt-LD Lockett Park Trailhead. Funding in the amount of $258,000 was included for landscaping and concrete path updates at City Park to provide for landscaping that is lower water use and maintenance. The existing landscaping was original to City Park, which opened in 1998, and was nearing the end of its plant lifespan. Of the $258,000 for City Park, $114,000 was funding carried forward from FY 2014, and was budgeted for the purpose of beginning the City Park landscaping update that will include plant selections from the recently adopted landscaping brand manual. There was funding carried forward from FY 2014 for a site master plan of the Colleyville Center's seven acres of surrounding grounds ($25,000), to provide for both land and space utilization on Riverwalk Drive, including gardens, fountains, and a functional outdoor meeting and patio space. The overarching intent for this plan is to accommodate larger, revenue driving business and community events at the Colleyville Center, with development scope and funding to be determined by the City Council. In FY 2015, $7,000 was programmed for the replacement of the original catering oven at the Colleyville Center, as it was no longer fully functional or safe to use. There was also $100,000 carried forward for repairs to the Senior Center, primarily to address building concerns. The future projects allocation was removed and reallocated through the future years of the plan. Funding of $150,000 originally scheduled for future trail construction was distributed among the trail system projects described previously. In FY 2016, the future projects allocation was increased from $500,000 to $1,000,000. There was also funding included for future trail projects ($150,000). For FY 2017, the future projects allocation was increased from $500,000 to $875,000 and funding was included for future trail projects in the amount of $150,000. For FY 2018, the future projects allocation remained at $500,000 and funding was included for future trail projects in the amount of $150,000. The $300,000 planned for construction of a trail on Pleasant Run Road from the Cotton Belt railroad crossing to

John McCain Road was moved to FY 2019 to align with planned street improvements. In FY 2019, the future projects funding allocation was $400,000 and funding was included for the construction of a trail on Pleasant Run Road from the Cotton Belt railroad crossing to John McCain Road ($300,000).

On August 11, 2015, the Board met in a worksession and reviewed and discussed the proposed projects for FY 2016 through 2020. Per the direction received from the Board to ensure that all technology needs are included in the Colleyville Center A/V upgrade project, staff will be evaluating options with vendors. Any project cost increases may be funded with the future projects budget. The proposed changes from the adopted FY 2015 - FY 2019 EDCIP are as follows:

Revenues:

The projected sales tax for FY 2016 replicates the FY 2016 City sales tax budget projection. For FY 2017 and FY 2018, no growth is projected due to the potential impact of Colleyville Boulevard (SH 26) construction on the City's primary business corridor. There is a one percent growth increase projected for FY 2019 and FY 2020. There is a slight change from year to year in interest income, due to the annual changes in investable cash from beginning fund balance in the two different EDCIP plans. There is the use of available cash from the .4 times bond coverage ratio in all years of the plan, with the ending target fund balance in 2020 at a level slightly above $1,100,000.

Expenditures:

FY 2016:

The debt service payment has decreased from $910,584 to $845,354 as a result of a refunding done in a prior year. Lower debt payments are also reflected in the following years. The special events budgets have been combined into a single budget, to allow for savings from one event to be used for another event. The economic development promotional category has increased from $21,000 to $35,000 to allow for expanded marketing efforts. Funding for the Colleyville Center site master plan has been continued in FY 2016, as this work will require additional funding and has not yet been completed. The plan will provide for both land and space utilization of the seven acres that includes the Colleyville Center building and surrounding grounds on Riverwalk Drive. Several equipment purchases for the Colleyville Center are included, for replacement of the dishwasher, a new fridge merchandiser, and Dyson hand dryers in the restrooms. There is an additional $5,428 for one-time equipment and an ongoing $3,700 for increased internet bandwidth, to better serve clients at the Colleyville Center. Another addition in FY 2016 is funding for a project that will upgrade the audio visual components at the Colleyville Center. Most of the technology infrastructure is original to the building and is in need of replacement. This project also moves technology components currently located on the stage into a secured room. A portion of the project funding from FY 2015 ($60,000) for improvements at the L.D. Lockett Park Cotton Belt Trailhead has been rolled forward, as well as the $100,000 for repairs to the Senior Center. An additional $100,000 has been included in FY 2016 for an update to the Parks Master Plan.

FY 2017:

Funding for the construction of a trail on Pleasant Run Road from the Cotton Belt railroad crossing to John McCain Road ($300,000) has been moved forward from FY 2019 to FY 2017, to align with the street project. Funding for future projects has increased from $875,000 to $1,000,000.

FY 2018:

The future projects allocation increased from $500,000 to $600,000.

FY 2019:

The future projects funding allocation increased from $400,000 to $600,000. Funding for the construction of a trail on Pleasant Run Road from the Cotton Belt railroad crossing to John McCain Road ($300,000) was removed from FY 2019 and moved to FY 2017. Funding in the amount of $150,000 has been included for future trail construction.

FY 2020:

Funding in the amount of $150,000 has been included for future trail construction and $600,000 is included for future projects.

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number PC-5 **Agenda Date** 09/01/2015
Type Pre Council
Department City Secretary

Title
Discussion of the September 1, 2015, City Council regular agenda items

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 1 **Agenda Date** 09/01/2015
Type Executive Session
Department City Secretary

Title

Section 551.071 - Legal – Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 – Legal – Consultation with attorney on contemplated litigation (Camden Lock LLC)

Section 551.071 – Legal – Consultation with attorney regarding litigation Billy McCullough v. City of Colleyville

Section 551.071 – Legal – Consultation with attorney regarding litigation Michael S. Newman v. City of Colleyville and City of Keller

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

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

Attachments

RESOLUTION R-15-3901

A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF
SEPTEMBER 1, 2015

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety, and welfare of the public.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 3 Agenda Date 09/01/2015
Type Announcements, Proclamations, and Presentations
Department City Secretary

Title

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

RESOLUTION R-15-3902

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 1, 2015

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 Special City Council meeting of August 11, 2015

b. Approval of the minutes of the City Council worksession of August 11, 2015

c. Approval of the minutes of the regular City Council meeting of August 18, 2015

d. Adopting the Economic Development Capital Improvement Program (EDCIP) for the Fiscal Years 2016-2020 (FY 2016-2020) of the Colleyville Economic Development Corporation

e. Approval of the annual review of the City of Colleyville Investment Policy

f. Approval of authorized broker / dealers for investment purchases

g. Approval of an amendment to Resolution R-13-3596, Economic Development Grant Agreement with AC Village Park Partners

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

City of Colleyville
City Council
Special Meeting Minutes
Draft

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

Tuesday, August 11, 2015 City Council Chambers,

Mayor David Kelly called the Special Meeting of the Colleyville City Council to order on Tuesday, August 11, 2015, at 5:30 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, and Nancy Coplen

ABSENT: Councilmember Jody Short

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Chief Brian Riley, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Parks Manager James Hubbard, Colleyville Center Manager Leslie Hill, Community Development Director Abra Nusser, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, and City Secretary Amy Shelley

2. RESOLUTION(S): READING AND PUBLIC HEARING

2a Resolution R-15-3894

Approval and adoption of the 2015 certified tax roll

Mayor Kelly read Resolution R-15-3894 in its entirety.

Mayor Kelly opened the public hearing at 5:31 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 5:31 p.m.

Mayor Kelly moved to approve Resolution R-15-3894. Mayor Pro Tem Taylor seconded the motion.

The motion to approve carried by the following vote:

Aye: 6 – Mayor Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, and Nancy Coplen

Absent: 1 – Councilmember Jody Short

2b Resolution R-15-3895
Approval of a proposal to set the ad valorem tax rate for Fiscal Year 2016 at $.3559 per hundred dollars of valuation and schedule the two required public hearings on the tax rate for August 25, 2015 and September 1, 2015

Mayor Kelly read Resolution R-15-3895 in its entirety.

Strategic Services Managers Adrienne Lothery presented this item and briefed the City Council.

Mayor Kelly opened the public hearing at 5:35 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 5:35 p.m.

Councilmember Wollin asked staff if the proposed tax rate will be published in the *Star-Telegram*. Manager Lothery replied yes, it is scheduled for Thursday morning.

Mayor Kelly asked staff if the effective tax rate is essentially the 2016 current existing properties appreciating value divided into last year's collected taxes. Manager Lothery replied correct, although the actual calculation is much more detailed, the City's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

Mayor Kelly asked staff if this is required of all municipalities in the state of Texas. Manager Lothery replied yes.

Mayor Kelly asked staff if the state legislature is required to do the same. Manager Lothery replied not to her knowledge.

Councilmember Putnam moved to approve Resolution R-15-3895. Councilmember Mogged seconded the motion.

The motion to approve carried by the following vote:

Aye: 6 – Mayor Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, and Nancy Coplen

Absent: 1 – Councilmember Jody Short

3. ADJOURNMENT

There being no further business before the City Council, Councilmember Coplen moved to adjourn, and Mayor Kelly seconded the motion.

The motion to adjourn carried by the following vote:

Aye: 6 – Mayor Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, and Nancy Coplen

Absent: 1 – Councilmember Jody Short

Mayor Kelly adjourned the City Council meeting at 5:38 p.m.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary

City of Colleyville
City Council Worksession
Minutes - Draft

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

Tuesday, August 11, 2015	Executive Conference Room
6:00 p.m.	Third Floor, City Hall

Mayor David Kelly called the Colleyville City Council Worksession to order on August 11, 2015, at 6:00 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, and Nancy Coplen

ABSENT: Councilmember Jody Short

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Police Services Lieutenant Hillary Wreay, Fire Chief Brian Riley, City Engineer Jeremy Hutt, Human Resources Director Rachel Huitt, Recreation and Library Director Mary Rodne, Parks Manager James Hubbard, Community Development Director Abra Nusser, Public Works Director Bob Lowry, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, and City Secretary Amy Shelley

2. PRESENTATION AND DISCUSSION

2a Presentation and discussion of the proposed Fiscal Year 2016 (FY 2016) budget

City Manager Jennifer Fadden presented this item and briefed the City Council.

Mayor Pro Tem Taylor asked staff about the doors at the fire station, given one station is newer. City Manager Jennifer Fadden stated the design of the bay doors at Fire Stations 1 and 3 are overhead type systems, which are wearing out, due to the amount of use in opening and closing. She added the proposal is to replace the overhead doors with bifold doors, similar to the doors at Fire Station 2. Fire Chief Brian Riley concurred, and further explained the operation of the proposed doors.

Mayor Pro Tem Taylor asked staff why doors were not all designed the same way. Mayor Kelly stated the overhead doors were the traditional type doors at the time of construction, but most are now going to the bifold doors. Fire Station 2 has those doors, and has no problems.

Mayor Pro Tem Taylor asked staff if the pricing includes both ends of the station stalls. Chief Riley replied just the front.

Mayor Pro Tem Taylor asked staff if the doors will be motor or manual driven. Chief Riley replied motor driven, but they can be open manually if something fails with the motor.

Councilmember Mogged stated we must consider this when designing new facilities.

Councilmember Wollin asked staff if the merit increases are five percent, stating she believed it was three percent. City Manager Jennifer Fadden replied the merit pool is based on an average of 3.5 percent. She stated the merit will be predicated on the funding available at the time of performance evaluations in March and April of 2016. She stated the structure allows for a maximum five percent merit increase for the highest performing employees that are also below the market rate in their job classification. She added the idea of the classification system is to keep pay structure relevant with market increases and adjustments, and to move employees through the ranges with merit adjustments.

Councilmember Wollin asked staff about what other cities are doing, since five percent seems high. City Manager Jennifer Fadden replied it is estimated at an average of 3.5 percent across the organization, with no particular employee receiving more than five percent. She stated the 3.5 percent is consistent with our neighboring cities.

Mayor Kelly stated there are a fixed amount of dollars for benefits, and if insurance costs are way up, that is less dollars for market rate adjustments. City Manager Jennifer Fadden replied two percent is forecasted each year from payroll. She stated the merit increases are the vehicle we have to help the employees move through their pay range.

Councilmember Wollin asked staff if it will be spread out equally through the pay scales. City Manager Jennifer Fadden replied there are three ratings employees can earn 1) Needs improvement; 2)Successful; and 3)Exceptional and those vary throughout the organization, but most are rated as successful. She added the Needs Improvement rating does not receive a merit.

Councilmember Mogged expressed his appreciation for an excellent budget presentation, and stated it is very ambitious. He then asked staff what we are doing to ramp up staffing. City Manager Jennifer Fadden stated she is confident those positions will be filled, and will be able to execute on those projects in the budget. She explained we have outsourced the development engineer, and will do so until the position is filled. She stated all construction inspector positions have been filled.

Councilmember Putnam asked staff if they have had an opportunity to evaluate if there are any additional funding sources to increase the $3 million budget to take on more projects, or do resource constraints prohibit that. City Manager Jennifer Fadden replied we are at maximum capacity to execute projects; however, if that is the desire of City Council, we would have to increase the project management side and costs. Mayor Kelly stated the SH26 and Glade Road projects are massive projects on their own.

Councilmember Putnam asked staff if there are plans to address the intersection at McDonwell School Road and Westcoat during the rehab. City Manager Jennifer Fadden replied there is not, as the project is a full depth reclamation of Westcoat from John McCain Road to LD Lockett Road.

Councilmember Putnam stated he would like for that intersection improvement to be considered, even if it has budget implications. Councilmembers Coplen and Mogged agreed. City Manager Jennifer Fadden stated it is not realistic to expect the full depth reclamation of Westcoat to be done and get a design completed for intersection improvements for fiscal year 2016. She stated it would likely need to be pushed to the future. City Engineer Jeremy Hutt concurred, and stated the Westcoat project was moved ahead in the project schedule; however, any major engineering efforts would delay it.

Councilmember Mogged asked staff if any of the efforts of the full depth reclamation would be lost if we come back to do the intersection at a later time. Councilmember Putnam stated it would be redundant, but maybe not at a cost impact. Mayor Kelly suggested looking at it first, and then maybe pushing the project back to 2017 so that it can be done all at once.

Mayor Pro Tem Taylor asked Councilmember Putnam if a roundabout is necessary. Councilmember Putnam stated not knowing what the solution may be.

Mayor Pro Tem Taylor asked staff if a yield or three way stop sign could be placed there to help break up the traffic. Engineer Hutt stated the intersection can be evaluated, and staff could bring forward alternatives and recommendations as a Pre Council item, in the near future.

Mayor Pro Tem Taylor asked staff what is being repaired with the $500,000. City Manager Jennifer Fadden replied any concrete street that might need repair, such as streets located in Highland Meadows and Ross Downs. She stated this is a one year proposal.

Mayor Pro Tem Taylor asked staff if they are looking at identifying multiple projects as one project. City Manager Jennifer Fadden replied yes, there is a miscellaneous concrete contract.

Mayor Kelly asked staff if we are still using the Arlington Buyboard. Engineer Hutt replied the concrete project was actually sent out for bid, and staff is using an on-call type service.

Mayor Pro Tem Taylor asked staff about the fiber line. Information Services Manager Chris Pena replied they are due to lay fiber late in October, beginning with GCISD. City Manager Jennifer Fadden stated this is a City of Grapevine project and the City of Colleyville is the third. They are going to wire the GCISD facilities in Grapevine first, then GCISD facilities in Colleyville. Manager Pena stated he does not know how the financing of the project is being done; however, it is a set fee for Colleyville. City Manager Jennifer Fadden stated once a service level agreement is in place, staff will have a better idea about the timeframe. Mayor Pro Tem Taylor stated he wants to be kept updated on this project.

Mayor Pro Tem Taylor asked staff if they will actually need closer to $500,000 for the project rather than the noted $394,700. Manager Pena replied it will be closer to $500,000, if not under. He added staff is trying to get this project started.

Councilmember Wollin asked staff if all positions will be filled beginning October 1. City Manager Jennifer Fadden replied as soon as the budget is adopted, we will likely post those positions.

Councilmember Wollin asked staff about the status of the TIF fund balance. City Manager Jennifer Fadden stated between the original and new project plan, there is about $16 million. She stated those funds are split between infrastructure and roadway improvements, trails and amenities, and economic development grants. She stated there is still $3 million remaining in the original project plan that was unexpended from the Village at Colleyville asset repurchase agreement. She added all of the projections are predicated on having adequate cash to fund the project on the amount needed at that time.

Councilmember Putnam asked staff about the projected balance after the $21 million. City Manager Jennifer Fadden replied the revised project plan calls for $44 million in projects, and of that, it is estimated $20 million in roadway improvements, $5.5 million for trail and amenities, and $15.7 million for economic development grants; however, the total cannot exceed $44 million in the project plan. She stated there are other funding sources projected for the Glade Road project.

Mayor Pro Tem Taylor asked staff if $44 million is available from this day forward. City Manager Jennifer Fadden replied from November of 2012 through the expiration of the TIF in 2030, it is projected that an additional $44 million in projects are executable based on revenue projections.

Mayor Pro Tem Taylor asked staff what economic development grants comprise of. City Manager Jennifer Fadden replied whatever the City Council defines as an economic development grant.

Mayor Pro Tem Taylor asked staff if a parking garage, or plaza is included. City Manager Jennifer Fadden replied yes, it has to be a physical improvement or project. She added it can also include associated costs with engineering, such as with the developer agreement completed with Centennial Real Estate with the Colleyville Downs property.

Councilmember Wollin stated Colleyville's TIF has been performing better than any other TIF. City Manager Jennifer Fadden replied yes, and that is what has allowed the City of Colleyville to amend the TIF to include additional projects.

Councilmember Mogged asked staff what the balance draw down toward the 90 days will be. Strategic Services Manager Adrienne Lothery replied from the beginning fund balance as of September 30, 2015, will be 144 days, and at the end of 2016, 124 days is projected, leaving a drawdown of 20 days.

Councilmember Coplen asked staff if the service areas in the departments include a percentage of increase in pay. City Manager Jennifer Fadden replied it does not include the merit pool, it is an increase in health insurance and any market adjustments in those areas.

Councilmember Coplen asked staff where the merit pool is accounted for. City Manager Jennifer Fadden replied on page 93, compensation adjustments is $193,000, and it is the General Fund expenditure.

Councilmember Putnam asked staff about the revenue recovery goal for the Colleyville Center, since we are contemplating the $170,000 investment for AV improvements. Colleyville Center Manager Leslie Hill stated the Center is at an 80 percent cost recovery.

Councilmember Putnam asked staff if any of the equipment is for rental. Manager Hill replied these are just structural changes.

Councilmember Putnam asked staff what the full-time marketing coordinator will be doing. Communications and Marketing Director Mona Gandy replied a major focus will be Facebook and Twitter

Councilmember Wollin asked if the digitizing of the documents will be finished at the end of the next fiscal year. City Secretary Amy Shelley replied no, this project is slated for a few more years.

Councilmember Putnam asked staff the approximate time in which the $18 million will be paid. City Manager Jennifer Fadden replied the utility fund debt is scheduled through 2019, and the General Fund debt is a minimal portion of that. She stated staff would send out the current debt schedule to City Council.

Mayor Pro Tem Taylor asked staff if the information is required. City Manager Jennifer Fadden replied it will be included in the adopted budget document.

Councilmember Putnam asked staff if with the Five Year CIP was exclusively pay as you go method. City Manager Jennifer Fadden replied yes.

Mayor Kelly stated the budget expresses the wants and desire of the residents. He stated it will be a very active upcoming year. He expressed his appreciation to staff in the preparation in the budget.

City Manager Jennifer Fadden stated the budget will be brought forward for City Council adoption on the September 1, 2015 agenda.

3. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the City Council meeting at _______ p.m.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER, 2015.

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary

City of Colleyville
City Council
Minutes - Draft

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

Tuesday, August 18, 2015 City Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on August 18, 2015, at 5:02 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Chief Brian Riley, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Recreation and City Events Manager Lisa Escobedo, Parks Manager James Hubbard, Colleyville Center Manager Leslie Hill, Community Development Director Abra Nusser, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley

PC-1 Presentation and update by Grapevine Relief and Community Exchange (GRACE)

Grapevine Relief and Community Exchange (GRACE) Executive Director Shonda Schaefer presented this item and briefed the City Council.

Mayor Pro Tem Taylor asked Ms. Schaefer if donations are tracked by Colleyville residents. Ms. Schaefer replied it is currently about 25 percent Colleyville residents who donate; however, she added it is difficult to track exactly.

Councilmember Mogged asked Ms. Schaefer if they have recovered from the recent fire at their facility. Ms. Schaefer replied they have recovered from the fire, and the community rallied to help.

Mayor Kelly asked Ms. Schaefer what percentage of donations are used towards programming. Ms. Schaefer replied at the end of this fiscal year she anticipates they will be at 83 percent, which is well above industry standards for non-profits.

Mayor Kelly expressed his appreciation to GRACE and what they provide to the community.

PC-2 Discussion and update on the SH26/Colleyville Boulevard Construction Project

City Engineer Jeremy Hutt presented this item and briefed the City Council. He introduced Chris Hartke, Project Manager with Teague, Nall & Perkins (TNP).

Councilmember Mogged asked if the monument sign, in the rendering, has been relocated. Engineer Hutt replied no, that is the current location of the sign.

Councilmember Wollin asked staff if a water bottle can be filled at the water fountain. Parks Manager James Hubbard replied yes, and there will be a pet bowl feature with the water fountain.

Councilmember Coplen stated it will be a very nice entrance to the City from the north side.

Councilmember Short asked staff if the proposal fits within the budget. Engineer Hutt replied it is just above the original cost, mainly due to the trail; however, funding is available for the proposal.

Mayor Kelly asked staff if the contractor is going to leave the stressed tree. Engineer Hutt replied staff will be working with the contractor regarding the landscaping to ensure the installation and the landscaping will be of good quality.

Mayor Pro Tem Taylor asked staff about the remedy time if the landscaping is not good. Engineer Hutt replied if the landscape architect believes the items need to be removed due to non-recovery from the initial planting, the items will be replaced immediately. He added if the landscape architect believes the plants will recover, then staff will rely on our consultant to make that decision.

Mayor Kelly asked staff if they will have a final look at the design plans. Engineer Hutt replied yes, especially since the design consultant is working with the City.

Councilmember Coplen asked City Council if there will be a chance to look at the design plans before they go to TxDOT. Mayor Kelly stated yes, if you would like to see the plans.

Mayor Pro Tem Taylor asked staff what is different this time. Engineer Hutt replied TNP is working for the City to produce a plan set to be approved by TxDOT from the four lane scenario to the six lane design.

Councilmember Putnam asked staff if the completion by the fall of 2018 is realistic. Engineer Hutt replied as of right now, it is realistic; however, there may be adjustments needed to the schedule. Mayor Kelly added the Memorandum of Understanding will address timelines.

Mayor Kelly asked staff if Phases II and III are combined. Engineer Hutt replied yes.

Mayor Pro Tem Taylor asked staff about the bidding options. Engineer Hutt replied staff is looking at options to get the best contract award; however, we have to coordinate with TxDOT. He stated we want qualified, experienced bidders.

Councilmember Putnam asked staff about the average size median in Grapevine. Engineer Hutt replied it is 20 feet without a turn-lane, and eight feet with a turn-lane.

Mayor Kelly asked staff about center median lights and if TxDOT is open to further discussion. Engineer Hutt replied due to the amount of turn-lanes within the corridor, we will be limited on the location to provide median lighting.

Councilmember Putnam asked staff if options B and C are LED lights. Engineer Hutt replied he did not know if option B is LED; however, options A and C are LED. He stated we can get options with LED lighting.

Councilmember Wollin asked why option B, street pole lighting, is considered an upgrade. Engineer Hutt replied the pole shape, size, and materials used are taken into consideration in the pole design.

Councilmember Coplen asked staff if there are limits on particular vendors to use for the purchase of lighting. Engineer Hutt replied we will not regulate the vendor, it will be a project that is sent out for bid. He stated we could regulate for custom made lighting.

Councilmember Coplen asked staff about the reasoning for pedestrian lighting. Engineer Hutt replied the pedestrian lighting is an element of the comprehensive plan that is currently being worked on.

Councilmember Mogged asked staff if the lights will be directional. Engineer Hutt replied yes, and the directional lighting can be dependent on the design of the light.

Councilmembers concurred the dual pedestrian and street mounted lighting poles are preferred.

Councilmember Mogged asked staff if the pedestrian lights would be throughout the entire corridor, or just throughout the business district only. Engineer Hutt explained the street lighting would be throughout the corridor, and the pedestrian lighting would initially be installed through certain sections of the corridor.

Mayor Pro Tem Taylor asked staff if there are standard lighting fixtures that are more popular that could reduce the cost if purchased in volume. Engineer Hutt replied it would depend on the style and pole option whether or not they would be available in bulk.

Councilmember Short asked staff if they need a recommendation on lighting styles or price range from City Council this evening. Engineer Hutt replied no, not necessarily. He stated staff simply wanted to show some styles and concepts.

Councilmember Coplen asked Mayor Kelly if the thought is to remain consistent with what is currently in place, such as what is along Riverwalk Drive. Mayor Kelly replied we do not have to, this is just an initial presentation. He added there is time to consider the lighting style.

Councilmember Short asked staff if the foundation and conduits are set, will the pole spacing will be set. Engineer Hutt concurred.

Mayor Kelly asked staff if there will be covers for the exposed mounting brackets. Engineer Hutt replied yes. Councilmembers agreed with this approach.

Mayor Pro Tem Taylor asked staff if the cost of inflation has been considered for this project. Engineer Hutt replied the costs will be included in the contractors' bid information.

Mayor Pro Tem Taylor asked staff about the pole count. Mr. Hartke replied there are 400 total (100 street/100 pedestrian on each side).

Mayor Pro Tem Taylor stated being concerned because historically the costs have been more once we get closer to the project. Engineer Hutt replied there is a possibility of higher costs.

Mayor Kelly stated we can purchase the lighting poles ahead of time and store them, if necessary, if a decision is made on the lighting style.

Mayor Pro Tem Taylor asked staff if the lights will be installed at substantial completion. Engineer Hutt replied staff will limit the delay of the installation of the lights as much as possible. He further explained substantial completion versus final completion.

Councilmember Short asked staff about the intersection lighting. Engineer Hutt replied yes, there will be intersection lighting incorporated with the new traffic signals.

Councilmember Short asked staff if the existing lights on the utility poles will remain in place. Engineer Hutt replied yes, until they are replaced.

Councilmember Coplen asked staff if pedestrian lights are not going to be installed where no businesses exist, will the foundation for the lights be added later when businesses do come. Engineer Hutt replied it is staff's recommendation to do it this way so that there are no foundations exposed; however, the conduit will be available underground. Councilmember Mogged stated the combination pole is still an option at that time.

Councilmember Coplen asked staff if there will be an added expense with coming back later to install the lights. Engineer Hutt replied no, there will not be any wasted costs. He stated there would be a cost to add the foundation; however, it is not a cost being incurred at this point.

Mayor Pro Tem Taylor asked staff if the contractor will put the lighting foundations in correctly. Engineer Hutt replied there will be plans in place for these foundations.

Mayor Pro Tem Taylor asked staff who is going to be following up on this. Engineer Hutt replied staff will be coordinating with TxDOT daily to stay ahead of this project. Mayor Kelly stated this will be our plan change and it will be up to us to ensure it gets done correctly.

Mayor Kelly stated he would like the design consultant to review the placement of the pedestrian lighting and where it is necessary.

Mayor Pro Tem Taylor stated from Brown Trail to north of Hall-Johnson, through the central business district, needs pedestrian lighting.

PC-3 Discussion of the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project

Parks Manager James Hubbard presented this item and briefed the City Council.

Councilmember Mogged asked staff about the total cost of the project. Manager Hubbard replied the $555,514.58 is the scope of the contract, and there is an additional need of $92,415.94 for the playground equipment.

Mayor Kelly asked staff about the actual need of the fire lane, given the proposed building will be totally masonry. Chief Riley replied the fire lane will provide a stable surface in the event of an emergency.

Councilmember Mogged asked staff about the worst case scenario if the driveway is left as it currently exists. Chief Riley replied the emergency vehicles will cause ruts in the asphalt surface.

Councilmember Short asked Mayor Kelly if the fire lane improvements are driving up the cost. Mayor Kelly replied it is $72,000.

Councilmember Short asked what type of truck would be accessing the property. Chief Riley replied an engine or truck company may have to accompany the medic.

Councilmember Putnam asked staff what is the cost of the adult playground equipment. Manager Hubbard replied $25-30,000 for the adult fitness equipment, and $40-50,000 on the children's playground.

Mayor Kelly asked staff if the proposed bathroom facility is $113,000. Manager Hubbard replied yes, along with the civil engineering scope of the project.

Councilmember Short stated the $350,000 estimated cost in the revisions included the bathroom.

Councilmember Mogged stated it is a very big shift from $350,000 to $650,000 for the project costs. He then suggested looking at what can be done to be closer to the original cost estimate. Manager Hubbard replied the latest opinion of construction costs are $528,000, which is about $125-150,000 off of that, at a maximum, with the submitted bids received. He added the playground equipment could be scaled back, and still provide the quality of equipment provided in other areas.

Councilmember Putnam stated the purpose of the parks is to serve the trailhead.

Mayor Kelly stated it has been designated as a park, but it has never been used as a park.

Councilmember Putnam stated there is a park along McDonwell School Road, less than a mile away, with playground equipment. He agreed amenities could be cut to make the project in line with the original costs. He added it can be used as a natural park to access the trailhead.

Mayor Kelly stated we can always come back and put those amenities in later.

Councilmember Mogged suggested we should wait and see how the property is actually being used.

Mayor Kelly suggested completing the roadway repairs, but add the playground equipment in the future.

Councilmember Coplen agreed, and stated we should see how the park is being used.

Councilmember Coplen asked staff about the number of parking spaces. Manager Hubbard replied there are 14.

Councilmember Mogged asked staff if the issue is with the vehicles creating ruts, or can they not get out once they get in. Chief Riley replied it is a combination of both, the road construction has to be able to support the emergency vehicles.

Councilmember Mogged asked staff if the emergency vehicles could get stuck there. Chief Riley replied yes, there is a chance of that happening.

Mayor Pro Tem Taylor asked staff about the length of the roadway. Mayor Kelly replied it is mainly for the entrance from L.D. Lockett into the parking lot.

Councilmember Short asked staff if the original design left the parking lot as it currently exists. City Manager Jennifer Fadden replied yes, with modified striping.

Mayor Pro Tem Taylor suggested keeping with the original plan and update the parking lot.

Mayor Pro Tem Taylor asked staff if adding the amenities later will disrupt the existing plans. Manager Hubbard replied correct, the plan includes the infrastructure for the playground without the equipment.

Councilmember Putnam recommended putting in the infrastructure for the equipment, but not put in the equipment at this time.

Councilmember Short asked staff if the flatwork will cause an issue on the parking lot surface. Manager Hubbard replied no.

PC-4 Discussion of naming a City Council liaison to the Fort Worth Transportation Authority

Mayor Pro Tem Mike Taylor presented this item and briefed the City Council.

Mayor Kelly asked staff if there is something in place which indicates The T must consult with the City with what is going on with the tracks. City Manager Jennifer Fadden replied not to her knowledge.

Councilmember Putnam stated the City Council has positioned itself to remain neutral as it relates to the project. Mayor Kelly concurred.

Mayor Kelly stated it is good to have a channel or path of communication.

Councilmember Putnam asked City Council if this appointment would be a staff liaison. Mayor Pro Tem Taylor stated he would like to volunteer to be appointed.

Councilmember Short asked Mayor Pro Tem Taylor if this is not to advocate for or against it. Mayor Pro Tem Taylor replied correct, this is to create an avenue for residents to be able to discuss their concerns or issues with The T.

Councilmember Short asked Mayor Pro Tem Taylor if we would then participate in the planning process of the project. Mayor Pro Tem Taylor replied we would have no rights in the planning.

Councilmember Mogged asked Mayor Pro Tem Taylor if this is a mitigation process only. Mayor Pro Tem Taylor replied yes.

Councilmember Putnam stated staff should be able to handle this position to ensure the communication channel to it. Mayor Pro Tem Taylor stated the homeowners deserve to have a communication channel. Councilmember Coplen agreed.

Mayor Kelly stated we should have this avenue of communication.

City Manager Jennifer Fadden asked City Council if they would grant staff the latitude to figure out who this staff person might be. Councilmembers agreed.

Councilmember Putnam stated he thought there was a plan in which they were going to come in with a town hall meeting. City Manager Jennifer Fadden concurred, and added they have not been ready to come in for the meeting.

Councilmember Wollin stated she agreed with a staff liaison; however, City Council should be kept informed about the concerns and meetings.

PC-5 Discussion of the City Council Rules of Procedure

Mayor Kelly explained this is an opportunity for City Council to discuss the Rules of Procedures.

Councilmember Putnam asked Mayor Kelly if there has been any discussion about the voting procedures. Mayor Kelly replied he sequences the voting so that the same person does not start off each time, such as Place 1.

Councilmember Short stated there are places that use buttons and lights for voting results.

Mayor Kelly stated the Charter details the voting procedure as a roll call vote with ayes and nays.

Councilmember Mogged asked Councilmember Putnam about what is his concern. Councilmember Putnam replied the voting sequence could influence another person's vote, and it keeps it completely objective that way, in that everyone is voting without understanding how anyone else is voting.

Councilmember Short stated he would like a legal opinion about the common practice of using a voting system with buttons and lights.

PC-6 Discussion of the Quarterly Performance Management Report

There was no discussion of this item.

PC-7 Discussion of the August 18, 2015, City Council regular agenda items

Mayor Kelly advised the City Council the requestors for item 6a, were not able to attend this meeting, and have requested this item be postponed to the September 1, 2015 meeting.

Mayor Kelly adjourned the Pre Council meeting at 6:45 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:52 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Chief Brian Riley, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Parks Manager James Hubbard, Community Development Director Abra Nusser, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley

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

   Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

   Section 551.071 - Legal - Consultation with attorney on contemplated litigation (Camden Lock LLC)

   Section 551.071 - Legal - Consultation with attorney regarding litigation - Billy McCullough v. City of Colleyville

   Section 551.071 - Legal - Consultation with attorney regarding litigation - Michael S. Newman v. City of Colleyville and City of Keller

Section 551.071 - Legal - Consultation with attorney regarding litigation - Village Monticello Partners, LTD. v. City of Colleyville

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

Section 551.076 - Deliberate security personnel, devices, and audits

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

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, Section 551.076, Deliberate security personnel, devices, and audits and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. The meeting was recessed at 6:45 p.m. and reconvened at 6:46 p.m.

INVOCATION: Pastor Lanre Sobo, Glory House

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-15-3896

This resolution was not needed.

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

In recognition of service to a City committee

Mayor Kelly recognized Amy Redfearn for her service to the Colleyville Events Steering Committee, and Ajit Purandare for his service to the Colleyville Sidewalks Committee by presenting both with a *Colleyville - Then and Now* history book.

In recognition of Colleyville's featured business - Lisa Pritchett, owner, Lilium Floral Design, LLC., 4800 Colleyville Boulevard - Mayor David Kelly and Economic Development Director Marty Wieder

Mayor Kelly, Economic Development Coordinator Carlie Dorshaw-Moe, and Economic Development Director Marty Wieder recognized Lisa Pritchett, owner of Lilium Floral Design, as the featured business of the month. Ms. Pritchett thanked the Mayor and City Council for the recognition.

In recognition of the Police Department Explorer Team's 3rd Place in Traffic Accident Investigation Scenario at the Texas Explorer State Competition - Mayor David Kelly and Officer/Police Explorer Advisor Sandy Scott

Mayor Kelly recognized the efforts of the Colleyville Police Department for receiving state accreditation from the National Police Chiefs Association as a recognized agency. He stated Colleyville is now the 116th agency in Texas to receive this accreditation. He expressed his appreciation to the department on behalf of Colleyville residents.

Mayor Kelly recognized the Colleyville Police Department Explorers and Officer/Police Explorer Advisor Sandy Scott. The team placed third in the Traffic Accident Investigation Scenario held at the Texas Explorer State Competition.

4. CONSENT: READING AND PUBLIC HEARING- Resolution R-15-3897

4a Approval of the minutes of the regular City Council meeting of July 21, 2015

4b Approval of the minutes of the City Council worksession of July 28, 2015

4c Approval of a contract with Recreation Consultants of Texas for the purchase and installation of a playground at Pleasant Run Park, in an amount not to exceed $130,000, and authorize the city manager to execute the contract

4d Approval of a contract with Castro Roofing, Inc., through the TIPS/TAPS Cooperative Purchasing Program, in the amount of $57,835.93, for repairs to Fire Station #3, located at 312 McDonwell School Road, and authorize the city manager to execute the agreement

4e Approval of the Second Amendment to City Secretary Contract No. 44907 between the City of Colleyville and the City of Fort Worth to extend participation in Fort Worth's Household Hazardous Waste Collection Program through Fiscal Year 2016, and authorize the city manager to execute the agreement

Mayor Kelly read Resolution R-15-3897 in its entirety.

Public Works Director Bob Lowry presented item 4d and briefed the City Council.

Mayor Pro Tem Taylor asked staff how the problem of roof repairs can be prevented with future construction. Director Lowry replied good quality inspections will prevent bad construction in the future.

Mayor Pro Tem Taylor asked staff if the total cost includes the replacement of the metal roof. Director Lowry replied yes.

Mayor Kelly opened the public hearing at 8:14 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:14 p.m.

Councilmember Wollin made a motion to approve Resolution R-15-3897. Councilmember Mogged seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

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

5a Ordinance O-15-1962
Consideration of a zoning change from the AG-Agricultural zoning district to the R-20-Single Family Residential zoning district on Abstract 294, of the R. Chowning Survey, located at 6200 and 6210 Pool Road, Case ZC15-014

Mayor Kelly read the caption of Ordinance O-15-1962.

Community Development Director Abra Nusser presented this item and briefed City Council.

Mayor Kelly opened the public hearing at 8:17 p.m.

John Hodgkiss, applicant, presented this item and briefed City Council. Trevor Truss, Project Engineer, was also present for the discussion.

There were no others present wishing to speak and Mayor Kelly closed the public hearing at 8:18 p.m.

Mayor Pro Tem Taylor asked Mr. Hodgkiss if there will be any issues from the homeowners association (HOA) with accessing Highland Meadows Drive. Mr. Hodgkiss replied no, they will front Highland Meadows Drive and will not have access to Pool Road.

Mayor Kelly asked Mr. Hodgkiss if they will become a part of the existing Highland Meadows HOA. Mr. Hodgkiss replied there has been a little conversation about it, but a decision has not been made.

Mayor Kelly stated having concerns that the newly constructed homes will not feel like they are a part of the existing subdivision, given there are no architectural requirements with a straight residential zoning request. Mr. Hodgkiss stated they are adopting deed restrictions which will copy the deed restrictions of the Highland Meadows subdivision.

Mayor Pro Tem Taylor asked Mr. Hodgkiss about the triangle portion of the property. Mr. Hodgkiss stated he is working with those property owners to resolve those issues.

Councilmember Short asked Mr. Hodgkiss if the access from Pool Road is going to be eliminated. Mr. Hodgkiss replied yes.

Mayor Kelly stated his main concern is the architectural consistency with the Highland Meadows subdivision, which appears to have been addressed.

Mayor Pro Tem Taylor asked Mr. Hodgkiss if the covenants and restrictions will mirror the design of the Highland Meadows homes. Mr. Hodgkiss replied yes, the new homes will look similar to the existing homes.

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

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-15-3898

Consideration of a waiver request to the sidewalk requirements on Lot 7, Block 3, of the Brighton Oaks subdivision located at 4204 Allendale Street, Case GC15-004

The applicants were not present for this item and had requested it be postponed to the September 1, 2015 City Council meeting; therefore, Mayor Kelly made a motion to postpone this item to the September 1, 2015 meeting with a public hearing. Mayor Pro Tem Taylor seconded the motion.

The motion to postpone with a public hearing carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

6b Resolution R-15-3899
Consideration of approval of a resolution on behalf of the United States Conference of Mayors supporting the Medal of Honor Award for Doris "Dorie" Miller, United States Navy

Mayor Kelly read Resolution R-15-3899 in its entirety.

Mayor Kelly opened the public hearing at 8:25 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:25 p.m.

Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3899. Councilmember Coplen seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

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

Kathy Hadley, 204 N. Timberline Drive, spoke regarding the fountain on Glade Road at the Preservation development; a sign for Hodges Automotive; being concerned about permits and permit fees; being concerned about sidewalks in the older neighborhoods; the raising of water rates; the curfew on teens; and keeping Colleyville country.

Jon Bullock, 5808 Bettinger, stated his appreciation for the work the City Council has done for and on the Glade Road project. He stated being disappointed about the start time of the roundabout at Glade Road and Bransford Road.

Joe Moore, 133 Acuff Lane, stated the community has spoken out about the Glade Road project, and he stated his appreciation for the continued work on the Glade Road project.

Mark Harrison, 1421 Douglas Avenue, stated the community has spoken out about the Glade Road project, and he expressed his appreciation to Colleyville's leadership. He stated he would like to see the concept drawings of the project.

Bobby Lindamood, 4913 Jim Mitchell Trail West, stated the community voted against the resolution. He suggested a cross walk be put at Bransford Road and L.D. Lockett Road next to the railroad so that pedestrians can be seen in the crosswalk. He stated he would like for persons to be able to speak during Pre Council meetings, and he suggested executive session meetings be open to the public. He stated he would be willing to help read construction plans.

8. REPORTS

Planning and Zoning Commission Meeting Minutes - July 13, 2015
Monthly Financial Report - July 2015

There was no discussion regarding this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR AUGUST 18, 2015- READING AND PUBLIC HEARING - RESOLUTION R-15-3900

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Councilmember Coplen moved to adjourn, and Mayor Kelly seconded the motion.

The motion carried with the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

Mayor Kelly adjourned the City Council meeting at 8:46 p.m.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary

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

Agenda Number 4d | Agenda Date 09/01/2015 | Number Resolution R-15-3902
Type Resolution
Department City Manager

Title
Adopting the Economic Development Capital Improvement Program (EDCIP) for the Fiscal Years 2016-2020 (FY 2016-2020) of the Colleyville Economic Development Corporation

Strategy Map Connection
F3- Forecast needs and plan for the future, balancing priorities with resources
F4- Adhere to the City's financial and budgetary policies

Explanation
Reading and Public Hearing

The Colleyville Economic Development Corporation Bylaws require the Board to develop a combined Economic Development Capital Improvement Program (EDCIP) annually, which sets forth long and short-term goals. This program *"shall be one that addresses the development needs of the City within the financial constraints available to the Corporation." The "EDCIP shall identify the projects to be undertaken by the Corporation and include proposed methods and the expected cost of the implementation."* After the EDCIP is developed, it must be approved by the City Council.

On August 11, 2015, the Board met in a worksession and reviewed and discussed the proposed projects for FY 2016 through 2020 from the attached EDCIP (Exhibit A). The Board's input from the August 11, 2015 worksession is reflected in the FY 2016-2020 EDCIP (Exhibit A) that was approved by the Board unanimously at their annual meeting held August 25, 2015. The proposed changes from the attached adopted FY 2015 - FY 2019 EDCIP (Exhibit B) are as follows:

Revenues:

The projected sales tax for FY 2016 replicates the FY 2016 City sales tax budget projection. For FY 2017 and FY 2018, no growth is projected due to the potential impact of Colleyville Boulevard (SH 26) construction on the City's primary business corridor. There is a one percent growth increase projected for FY 2019 and FY 2020.

There is a slight change from year to year in interest income, due to the annual changes in investable cash from beginning fund balance in the two different EDCIP plans. There is the use of available cash from the .4 times bond coverage ratio in all years of the plan, with the ending target fund balance in 2020 at a level slightly above $1,100,000.

Expenditures:

FY 2016:
The debt service payment has decreased from $910,584 to $845,354 as a result of a refunding done in a prior year. Lower debt payments are also reflected in the following years. The special events budgets have been combined into a single budget, to allow for savings from one event to be used for another event. The economic development promotional category has increased from $21,000 to $35,000 to allow for expanded marketing efforts. Funding for the Colleyville Center site master plan has been continued in FY 2016, as this work will require additional funding and has not yet been completed. The plan will provide for both land and space utilization of the seven acres that includes the Colleyville Center building and surrounding grounds on Riverwalk Drive. Several equipment purchases for the Colleyville Center are included, for replacement of the dishwasher, a new fridge merchandiser, and Dyson hand dryers in the restrooms. There is an additional $5,428 for one-time equipment and an ongoing $3,700 for increased internet bandwidth, to better serve clients at the Colleyville Center. Another addition in FY 2016 is funding for a project that will upgrade the audio visual components at the Colleyville Center. Most of the technology infrastructure is original to the building and is in need of replacement. This project also moves technology components currently located on the stage into a secured room. A portion of the project funding from FY 2015 ($60,000) for improvements at the L.D. Lockett Park Cotton Belt Trailhead has been rolled forward, as well as the $100,000 for repairs to the Senior Center. An additional $100,000 has been included in FY 2016 for an update to the Parks Master Plan.

FY 2017:
Funding for the construction of a trail on Pleasant Run Road from the Cotton Belt railroad crossing to John McCain Road ($300,000) has been moved forward from FY 2019 to FY 2017, to align with the street project. Funding for future projects has increased from $875,000 to $1,000,000.

FY 2018:
The future projects allocation increased from $500,000 to $600,000.

FY 2019:
The future projects funding allocation increased from $400,000 to $600,000. Funding for the construction of a trail on Pleasant Run Road from the Cotton Belt railroad crossing to John McCain Road ($300,000) was removed from FY 2019 and moved to FY 2017. Funding in the amount of $150,000 has been included for future trail construction.

FY 2020:
Funding in the amount of $150,000 has been included for future trail construction and $600,000 is included for future projects.

Financial Impact

The base sales tax revenue estimate is one-half of the sales tax revenue estimated in the City's proposed FY 2016 budget. The use of available cash during FY 2016 - 2020 brings fund balance down to $1,180,727 in FY 2020.

Recommendation

Approve

Attachments

1. EDCIP FY 2016 - 2020 - Exhibit A
2. EDCIP FY 2015 - 2019 - Exhibit B

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION **EXHIBIT A**
ECONOMIC DEVELOPMENT CAPITAL IMPROVEMENT PROGRAM FY 2016 - FY 2020

FISCAL YEAR	Budget 2015	YE Projection 2015	Projection 2016	Projection 2017	Projection 2018	Projection 2019	Projection 2020
BEGINNING FUND BALANCE	$2,412,373	$2,733,995	$2,733,324	$1,870,614	$1,171,658	$1,171,012	$1,172,216
REVENUES:							
PROJECTED 1/2 CENT SALES TAX REVENUE	$1,600,000	$1,720,000	$1,700,000	$1,700,000	$1,700,000	$1,717,000	$1,734,170
INTEREST INCOME	$4,825	$4,825	$5,467	$3,741	$2,343	$2,342	$2,344
USE OF AVAILABLE CASH	$932,791	$240,837	$1,104,240	$939,705	$238,528	$239,666	$233,147
TOTAL REVENUES	$2,537,616	$1,965,662	$2,809,707	$2,643,446	$1,940,871	$1,959,008	$1,969,661
EXPENDITURES:							
OPERATING:							
ADMINISTRATIVE	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
2005 DEBT SERVICE & 1.4 TIMES COVERAGE	$903,536	$840,582	$845,354	$842,621	$832,586	$843,046	$845,802
WATER / WASTEWATER- MC PHERSON PARK	$18,000	$18,000	$18,540	$19,096	$19,669	$20,259	$20,867
PERSONNEL - SENIOR CENTER	$67,106	$67,106	$70,536	$72,652	$74,832	$77,077	$79,389
PERSONNEL - LIBRARY	$79,030	$79,030	$81,081	$83,513	$86,019	$88,599	$91,257
OPERATIONS - LIBRARY	$4,553	$4,553	$4,689	$4,830	$4,975	$5,124	$5,278
OPERATIONS - COLLEYVILLE CENTER	$0	$0	$3,700	$3,774	$3,849	$3,926	$4,005
PROMOTIONAL:							
OLD TYME BBQ EVENT	$15,000	$15,000	$0	$0	$0	$0	$0
TREE LIGHTING/HAUNTED TRAILS	$36,000	$36,000	$0	$0	$0	$0	$0
RED, WHITE & SOUSA EVENT	$36,000	$36,000	$0	$0	$0	$0	$0
SPECIAL EVENTS	$0	$0	$87,000	$87,000	$87,000	$87,000	$87,000
ECONOMIC DEVELOPMENT PROMOTIONAL	$21,000	$21,000	$35,000	$35,700	$36,414	$37,142	$37,885
PERSONNEL - COMMUNICATIONS	$38,392	$38,392	$41,029	$42,260	$43,528	$44,834	$46,179
CAPITAL:							
CITY PARK - LANDSCAPE AND AMENITIES- $114,000 CARRY FORWARD FROM FY14	$258,000	$258,000	$0	$0	$0	$0	$0
COLLEYVILLE CENTER -							
REPLACEMENT OF CATERING OVEN	$7,000	$7,000	$0	$0	$0	$0	$0
SITE MASTER PLAN- CARRY FORWARD	$25,000	$25,000	$25,000	$0	$0	$0	$0
DYSON HAND DRYERS	$0	$0	$3,000	$0	$0	$0	$0
REPLACEMENT DISHWASHER	$0	$0	$6,350	$0	$0	$0	$0
FRIDGE MERCHANDISER	$0	$0	$1,000	$0	$0	$0	$0
INCREASED INTERNET BANDWIDTH	$0	$0	$5,428	$0	$0	$0	$0
AV UPGRADE	$0	$0	$170,000	$0	$0	$0	$0
CITYWIDE TRAIL SYSTEM -							
COTTON BELT II SPUR @ WEBB HOUSE CONSTRUCTION-CARRY FORWARD	$50,000	$50,000	$0	$0	$0	$0	$0
PLEASANT RUN TRAIL CONSTRUCTION (BOGART TO MISSION)-CARRY FORWARD	$277,000	$277,000	$0	$0	$0	$0	$0
IMPROVEMENTS AT COTTON BELT - LD LOCKETT PARK TRAILHEAD - CARRY FORWARD	$100,000	$41,000	$60,000	$0	$0	$0	$0
FUTURE TRAIL CONSTRUCTION	$0	$0	$150,000	$150,000	$150,000	$150,000	$150,000
PLEASANT RUN TRAIL CONSTRUCTION (COTTON BELT TO JOHN MCMCAIN)	$0	$0	$0	$300,000	$0	$0	$0
PARKS MASTER PLAN UPDATE	$0	$0	$100,000	$0	$0	$0	$0
SENIOR CENTER							
REPAIRS- CARRY FORWARD	$100,000	$0	$100,000	$0	$0	$0	$0
FUTURE PROJECTS	$500,000	$150,000	$1,000,000	$1,000,000	$600,000	$600,000	$600,000
TOTAL EXPENDITURES	$2,537,615	$1,965,662	$2,809,707	$2,643,446	$1,940,871	$1,959,008	$1,969,661
EXCESS REVENUES OVER EXPENDITURES	$0	$0	$0	$0	$0	$0	$0
ADD BACK .4 TIMES BOND COVERAGE RATIO	$258,152	$240,166	$241,530	$240,749	$237,882	$240,870	$241,658
ENDING FUND BALANCE	$1,737,735	$2,733,324	$1,870,614	$1,171,658	$1,171,012	$1,172,216	$1,180,727

ASSUMPTIONS: FY 2016 1/2 of General Fund projection, FY 2017-2018: 0% GROWTH, FY 2019-2020: 1% GROWTH

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION **EXHIBIT B**
ECONOMIC DEVELOPMENT CAPITAL IMPROVEMENT PROGRAM FY 2015 - FY 2019

FISCAL YEAR	2014	2015	2016	2017	2018	2019
BEGINNING FUND BALANCE	$2,268,996	$2,412,373	$1,737,735	$1,233,872	$864,845	$886,440
REVENUES:						
PROJECTED 1/2 CENT SALES TAX REVENUE	$1,437,500	$1,600,000	$1,616,000	$1,632,160	$1,648,482	$1,664,966
INTEREST INCOME	$4,027	$4,825	$3,475	$2,468	$1,730	$1,773
USE OF AVAILABLE CASH	$114,475	$932,791	$764,030	$628,921	$235,821	$280,080
TOTAL REVENUES	$1,556,002	$2,537,616	$2,383,505	$2,263,549	$1,886,032	$1,946,819
EXPENDITURES:						
OPERATING:						
ADMINISTRATIVE	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
2005 DEBT SERVICE & 1.4 TIMES COVERAGE	$902,482	$903,536	$910,584	$909,629	$900,956	$905,422
WATER / WASTEWATER- MC PHERSON PARK	$270	$18,000	$18,540	$19,096	$19,669	$20,259
PERSONNEL - SENIOR CENTER	$64,975	$67,106	$69,119	$71,192	$73,328	$75,528
PERSONNEL - LIBRARY	$76,448	$79,030	$80,610	$82,222	$83,867	$85,544
OPERATIONS - LIBRARY	$4,421	$4,553	$4,690	$4,831	$4,976	$5,125
PROMOTIONAL:						
OLD TYME BBQ EVENT	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
HOLLY COLLEY HOLIDAY/FALL EVENT	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
RED, WHITE & SOUSA EVENT	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
ECONOMIC DEVELOPMENT PROMOTIONAL	$57,153	$21,000	$21,420	$21,848	$22,285	$22,731
PT MARKETING COORDINATOR	$0	$38,392	$39,544	$40,730	$41,952	$43,211
CAPITAL:						
INTERFUND LOAN - COLLEYVILLE CENTER RENOVATIONS	$165,332	$0	$0	$0	$0	$0
($661,325 REPAID OVER 4 YEARS)						
CITY PARK - LANDSCAPE AND AMENITIES- $114,000 CARRY FORWARD FROM FY14	$61,000	$258,000	$0	$0	$0	$0
COLLEYVILLE CENTER - REPLACEMENT ORIGINAL STAGE CURTAIN	$25,000	$0	$0	$0	$0	$0
COLLEYVILLE CENTER - REFINISH STAGE	$4,000	$0	$0	$0	$0	$0
COLLEYVILLE CENTER - REPAIRS TO ORIGINAL SLOPED METAL ROOF	$48,000	$0	$0	$0	$0	$0
COLLEYVILLE CENTER - REPLACEMENT OF CATERING OVEN	$0	$7,000	$0	$0	$0	$0
COLLEYVILLE CENTER - SITE MASTER PLAN- CARRY FORWARD	$0	$25,000	$0	$0	$0	$0
CITYWIDE TRAIL SYSTEM -						
COTTON BELT II SPUR @ WEBB HOUSE CONSTRUCTION-CARRY FORWARD	$0	$50,000	$0	$0	$0	$0
PLEASANT RUN TRAIL ROW ACQUISITION (BOGART TO MISSION)-CARRY FORWARD	$32,922	$0	$0	$0	$0	$0
PLEASANT RUN TRAIL CONSTRUCTION (BOGART TO MISSION)-CARRY FORWARD	$0	$277,000	$0	$0	$0	$0
IMPROVEMENTS AT COTTON BELT - LD LOCKETT PARK TRAILHEAD - CARRY FORWARD	$0	$100,000	$0	$0	$0	$0
FUTURE TRAIL CONSTRUCTION	$0	$0	$150,000	$150,000	$150,000	$0
PLEASANT RUN TRAIL CONSTRUCTION (COTTON BELT TO JOHN MCMCAIN)	$0	$0	$0	$0	$0	$300,000
SENIOR CENTER						
RENOVATION - DESIGN	$25,000	$0	$0	$0	$0	$0
REPAIRS- CARRY FORWARD	$0	$100,000	$0	$0	$0	$0
FUTURE PROJECTS	$0	$500,000	$1,000,000	$875,000	$500,000	$400,000
TOTAL EXPENDITURES	$1,556,003	$2,537,616	$2,383,506	$2,263,549	$1,886,033	$1,946,820
EXCESS REVENUES OVER EXPENDITURES	$0	$0	$0	$0	$0	$0
ADD BACK .4 TIMES BOND COVERAGE RATIO	$257,852	$258,152	$260,167	$259,894	$257,416	$258,692
ENDING FUND BALANCE	$2,412,373	$1,737,735	$1,233,872	$864,845	$886,440	$865,052

ASSUMPTIONS: FY 2015: 1/2 OF CITY SALES TAX BUDGET PROJECTION / FY 2016-2019: 1% GROWTH

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4e **Agenda Date** 09/01/2015 **Number** Resolution R-15-3902
Type Resolution
Department City Manager

Title
Approval of the annual review of the City of Colleyville Investment Policy

Strategy Map Connection
B4- Cultivate a culture of transparency and consistent communication
F1- Protect and preserve the City's top financial ratings
F2- Invest to provide and maintain high quality public

Explanation
Reading and Public Hearing

The most recent legislative session approved updates to the Public Funds Investment Act, which governs the City's investment process and investment policy. To be compliant with the updates, attached is the City's Investment Policy with proposed revisions. Additionally, staff has incorporated revisions to update the names of the investment officers in the policy. These proposed changes were presented to the Audit Committee on August 18, 2015, and no additions or modifications were proposed.

Major additions by section:

Delegation of Authority

The City designates the Investment Officers to be the City Manager with overall responsibilities to see that investment objectives are accomplished and the Finance Manager and Assistant Finance Manager with the specific day-to-day performance of managing the funds of the City.

Prudence

The Investment Officers of the City (City Manager, Finance Manager, and Assistant Finance Manager) shall be personally indemnified in the event of investment loss provided the Investment Policy is followed.

Internal Controls

The Finance Manager and Assistant Finance Manager shall establish a system of written internal controls which shall be reviewed annually by the independent auditor.

Safekeeping

Either the City Manager, Finance Manager, or Assistant Finance Manager must approve release of collateral in writing prior to its removal from the safekeeping account.

Reporting Requirements

The Finance Manager and Assistant Finance Manager shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter, indicating the market values of all investments, held during the quarter.

The report shall be signed by the Finance Manager and Assistant Finance Manager, as the investment officers for the City, and state its compliance with the Public Funds Investment Act and adopted investment policy strategy.

Training Requirements

In accordance with the Act (2256.005 and 2256.008), the Finance Manager and Assistant Finance Manager shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City’s fiscal year and consists of the two consecutive fiscal years after that date.

Investment Strategy

A section in the Public Funds Investment Act requires that the governing body of a public entity review the investment strategy annually. The City's investment strategy is contained in the section of the City of Colleyville Investment Policy entitled "Investment Strategy", and will be presented for the City Council's review, when the above changes are proposed to City Council. There are no changes proposed in the existing investment strategy.

Financial Impact

The Investment Policy provides required parameters for the investment of City funds as required by the State of Texas Public Funds Investment Act.

Recommendation

Approve

Attachments

1. City of Colleyville Investment Policy

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

It is the policy of the City of Colleyville (the City) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State of Texas laws and statutes including the Public Funds Investment Act, Chapter 2256 of the Government Code and City ordinances.

Scope

This investment policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately

and any new fund created by the City Council, unless specifically exempted by the City Council or by law. All funds may be combined as pooled funds unless specifically prohibited by State law or statute or City ordinance.

Objectives

The primary objectives, in priority order, of the City's investment activities shall be:

Safety: Safety of principal is the foremost objective of the City in managing its portfolio. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions. The City will also take into account the marketability of the investment if the need arises to liquidate the investment before maturity.

Liquidity: The City will also maintain sufficient liquidity to provide adequate and timely working funds.

Return on Investments: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The City investment strategy is passive and the portfolio shall be designed with the objective of regularly exceeding the weighted average return on thirteen-week Treasury bills. This is considered a benchmark for riskless investment transactions, and therefore, is a minimum standard for the portfolio's rate of return. For bond funds that fall under the arbitrage provisions of the Tax Reform Act of 1986, the City will attempt to earn allowable bond yield with market conditions permitting.

Delegation of Authority

The City designates the Investment Officers to be the City Manager with overall responsibilities to see that investment objectives are accomplished and the ~~Assistant City Manager/Chief Financial Officer and the~~ Finance Manager **and Assistant Finance Manager** with the specific day-to-day performance of managing the funds of the City.

Ethics and Conflict of Interest

All investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees shall disclose to the City of Colleyville and Texas Ethics Commission a statement under the following conditions:

A. If they have a personal business relationship with a business organization offering to engage in an investment transaction with the entity. Under the Public Funds Investment Act, a personal business relationship is defined as:

   1. The investment officer owns 10 percent or more of the voting

stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization; or

2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year, investments with a book value of $2,500 or more for the personal account of the investment officer.

B. If they are related within the second degree by affinity or consanguinity, as determined by Chapter 573 V.A.T.C.S. to an individual seeking to sell an investment to the City of Colleyville.

Prudence

Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person", which means the officer may not be an expert but is obligated to act responsibly and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investment officers shall notify the City Council in writing of any conflicts of interest, as defined by the Public Funds Investment Act, no later than the next regularly scheduled Council meeting.

It is the policy of the City that the Investment Officers perform their duties in accordance with the policies and procedures set forth in this policy. The Investment Officers of the City (City Manager, ~~Assistant City Manager/Chief Financial Officer, a~~and **Finance Manager, and Assistant Finance Manager**) shall be personally indemnified in the event of investment loss provided the Investment is followed.

Internal Controls

The ~~Assistant City Manager/Chief Financial Officer and~~ **Finance Manager and Assistant Finance Manager** shall establish a system of written internal controls which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions.

Permissible Instruments

The following is a list of permissible instruments as authorized by the 70th Texas Legislature in the Public Funds Investment Act (TEX. REV. CIV. STAT. ANN. ACT 842A-2) and amended by the 71st Legislature:

1. Obligations of the United States or its agencies or instrumentalities;

2. Direct obligations of the State of Texas or its agencies;

3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities;

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

5. Certificates of deposit issued by state and national depository institutions that have its main office or branch office in this state that are:
   a. Guaranteed or insured by the Federal Deposit Insurance City, FSLIC or its successors; or
   b. Secured by obligations that are described by subdivisions (1) through (4) of this subsection, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities, and which have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;

6. Invest in a local government investment pool as authorized by the Interlocal Cooperation Act (TEX. REV. CIV. STAT. ANN. ACT. 4413 (32c), as amended, and the Public Funds Investment Act (TEX. REV. CIV. STAT. ACT. 842a-2), as amended. The investment pool must comply with the requirements of the Public Funds Investment Act, as amended, as follows:
   a. The investment pool maintains a stable asset value of one dollar as defined in the Public Funds Investment Act;
   b. The investment pool maintains a AAA, or AAAm rating by one of the nationally recognized rating agencies;
   c. The investment pool's maximum average dollar weighted maturity does not exceed 90 days; and
   d. The investment pool's continued compliance with the remaining provisions of the Public Funds Investment Act.
   e. The eligible investments of the pool are as follows: obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, and SEC registered money market funds authorized by the Public Funds Investment Act and rated in the highest category by at least one nationally recognized rating agency, reverse repurchase agreements with a term of no longer than 90 days.
   f. Include in its investment policy and/or operating procedures the following information: a description of eligible investment securities and unacceptable investments, a written statement on investment policy and objectives, a description of interest calculations, distribution, and treatment of gains and losses, security safeguarding, valuation collateralization and auditing, and a fee schedule.

7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract and a signed master repurchase agreement has been executed with the counterparty.

8. SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of $1.00 per share. Investment in mutual funds shall be limited to a maximum of ten percent (10%) of the City's available funds.

9. Certificate of Deposit Account Registry Service (CDARS) deposited with a certificate of deposit issued by a depository institution that has its main office or branch office in this state that is selected by the investing entity pursuant to the requirements of Section 2256.010 of the Government Code.

The City is not required to liquidate an investment that was authorized at the time of its purchase.

Unacceptable Investment Instruments

The following securities, although authorized by the Public Funds Investment Act, are not eligible investments for the City:

1. Collateralized mortgage obligations and/or obligations of the following structure
   a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
   b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
   c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
   d) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Commercial paper

3. Banker's acceptances

4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less.

5. No-load mutual funds other than SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of $1.00 per share.

6. Guaranteed investment contracts

7. Share certificates of qualifying credit unions

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (2256.021). In accordance with Section (2256.005(b)), the Investment Officer shall monitor rating changes in current investments by keeping a monthly record of ratings issued by three nationally recognized rating agencies.

Investment Strategy

The investment strategy by type of fund is as follows:

(1) Operating Funds

The investment strategy for operating fund(s) is to assure that anticipated cash flows are matched with adequate investment liquidity. A secondary objective is to create a portfolio, which will experience minimum volatility during economic cycles. These funds shall not have an investment with a stated maturity greater than two years and the weighted average maturity shall not exceed eighteen months.

(2) Debt Service Funds

The investment strategy for debt service fund(s) is the assurance of investment liquidity to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the corresponding debt service payment date. The weighted average maturity shall not exceed one year.

(3) Reserve Funds

The investment strategy for reserve fund(s) is the assurance of investment liquidity adequate to cover the debt service obligations not funded by debt service funds on the required payment date. Investment of reserve funds are controlled by their ordinance, resolution or indenture, and Federal and State law. Bond documents must be examined for each issue, for potential differences with this policy concerning investment instruments, maximum maturity or average life restrictions, call dates or sinking fund redemptions, and applicable arbitrage yields and rebate liability. Provisions contained in the bond documents will supersede provisions of this policy. Weighted average maturity shall be incompliance with bond requirements, as stated.

Reserve funds will be invested using a more conservative approach than the current standard investment strategy when arbitrage rebate rules require refunding excess earnings. All excess earnings received will be segregated to allow a proper determination of interest income to be used in the arbitrage calculation.

(4) Special Project or Special Purpose Funds

The investment strategy for special projects or special purpose fund portfolio(s) will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The states final maturity dates of securities held shall not exceed the estimated project completion date. Funds in excess of defined construction payment schedules shall be limited to a maximum final maturity date of three years.

Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.

Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy and record in writing that is has reviewed the Policy and record any changes to either the policy or strategy.

A. Diversification

The City will attempt to limit the risk of loss through diversification of its portfolio and to achieve the aforementioned investment strategies by diversification of instruments.

Diversification by Instrument of Portfolio	Maximum Percent
U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	75%
Certificates of Deposit (CD's) Commercial Bank's	75%
Local Government Investment Pool	75%
Certificate of Deposit Account Registry Service (CDARS)	75%
Tri-Party Repurchase Agreement	75%
SEC registered, no-load mutual fund	10%

Investment Procedures

The City shall enter the following agreements (if applicable): safekeeping, PSA repurchase agreements, wire transfer agreements, banking services contracts, and collateral/depository agreements. These contracts shall include the explicit delegation of authority to persons responsible for the transactions involving these agreements. No person except those designated in the contract may engage in any investment transactions.

On all funds invested in instruments as listed in "Permissible Investments" numbers one through five, oral bids shall be requested from at least two broker/dealers or national banks. The City will accept the bid that provides the highest rate of return within the maturity required and within the parameters of this policy. Records will be kept of the bids offered, bids accepted, and a brief explanation of the decision that was made regarding the investment.

Qualified Institutions

Annually, the City Council shall approve four financial institutions for investment purposes as recommended by the Finance Manager. All firms shall answer the Broker/Dealer questionnaire (Appendix A) and submit their most recent audited financial statements to the City Council for evaluation of credit worthiness. All personnel in the firms who will be trading or quoting securities to the City Council must maintain a current NASD license and be registered to deal securities in the State of Texas. An investment certification form (Appendix B) on the firm's letterhead signed by a principal of the firm must be on file with the City.

Safekeeping

All marketable securities purchased by the City shall be held in third party safekeeping by an institution designated as primary agent. All securities will be delivered to the third party institution by seller. Personnel in the third party institution will verify the correct security was delivered by the seller ("delivery vs payment"). The third party institution shall issue a safekeeping receipt to the City listing the specific instrument, rate/yield, maturity, CUSIP, and other pertinent information. Collateral on deposit type securities which exceed the FDIC coverage shall be held in a third party safekeeping institution. In the event a third party safekeeping institution is used, a collateral agreement shall be executed between the City Council, depository which pledged the collateral, and the third party custodian of the collateral. The City will retain possession of all original safekeeping receipts and the receipts will state the security is pledged to the City. Either the City Manager, ~~Assistant City Manager/Chief Financial Officer or the~~ Finance Manager**, or the Assistant Finance Manager** must approve release of collateral in writing prior to its removal from the safekeeping account.

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City will have a written depository agreement with any financial institution with whom the City has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held. A qualified representative of the financial institution must sign the investment certification form (Appendix B) on the financial institutions letterhead and it must be kept on file with the City.

Collateral Securities for Certificates of Deposit and Demand Accounts
The City will accept as collateral for its Certificates of Deposit and demand accounts the following securities:

A. FDIC coverage

B. U.S. Treasury bills, notes and bonds

C. United States Agency and instrumentalities bills or notes

D. GNMA mortgage backed fully modified pass through securities

E. Texas state, city county or school bonds with a remaining maturity of seven years or less and a rating of "A" or better by Moody's, Fitch Ratings, and Standard and Poor's.

F. Surety Bond

G. Federal Home Loan Bank Letter of Credit issued to the City

Collateral shall be "marked to market" monthly by the Finance Manager. The following percentages constitute the minimum market value for collateral instruments that are pledged for the City's Certificates of Deposit and demand deposits.

Form of Collateral Pledged	**Collateral Ratio**
1. U.S. Treasury bills, notes, and bonds	
a. maturing within 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	110%
2. Actively traded U.S. Government Agency securities	
a. maturing in less than 1 year	103%
b. maturing in 1-5 years	107%
c. maturing in more than 5 years	115%
3. GNMA mortgage pass through securities	115%

4. Entities in the State of Texas bonds

General Obligation Bonds	
a. maturing in less than 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	107%
Revenue Bonds	
a. maturing in less than 1 year	105%
b. maturing in 1-5 years	110%
c. maturing in more than 5 years	115%

Collateral shall be audited annually be the City's independent auditor and may be audited by the City at anytime during normal business hours of the safekeeping bank.

Arbitrage

The Tax Reform Act of 1986 places limitations on the City's yield from investing certain tax-exempt bond proceeds, debt service funds and reserve funds. The rebate provisions require that the City compute earnings on investments from certain issues of bonds on a periodic basis to determine if rebate is required.

To determine the City's arbitrage position, the City is required to calculate the actual yield earned on the investment of the funds and compare it to the yield that would have been earned if the funds had been invested at a rate equal to the yield on the applicable bonds sold by the City. The rebate provisions state that periodically (not less than once every five years and not later than sixty days after maturity of the bonds), the City is required to pay the United States Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

The investment strategy for bond funds which fall under the arbitrage provisions of the Tax Reform Act of 1986, is that the City will attempt to earn maximum allowable bond yield with market conditions permitting.

Reporting Requirements

The ~~Assistant City Manager/Chief Financial Officer and~~ Finance Manager **and Assistant Finance Manager** shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter indicating the market values of all investments held during the quarter. The report shall list for each investment held during the quarter: the purchase price of the investment, the par value of the investment, the market value of the investment at the beginning of the quarter, market value of the investment at the end of the quarter, and fully accrued interest for the period. The portfolio shall be marked to market monthly and market pricing information is to be obtained through the use of appropriate external third party software, third party safekeeping service, or a third party independent pricing service. This report shall be in compliance with provisions of the Public Funds Investment Act, as amended. The report shall be signed by the ~~Assistant City Manager/Chief Financial Officer and~~ Finance Manager **and Assistant Finance Manager**, as the investment officers for the City, and state its compliance with the Public Funds Investment Act and adopted investment policy strategy. The quarterly investment reports must be reviewed annually by the City's external audit firm as a part of the City's annual audit and reported to the City Council.

Training Requirements

In accordance with the Act (2256.005 and 2256.008), the ~~Assistant City Manager/Chief Financial Officer and~~ Finance Manager **and Assistant Finance Manager** shall attend 10 hours of investment training within 12 months of assuming duties and ~~10~~ **8** hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Both the Finance Manager and Assistant to the Finance Manager shall complete ten hours of training every two years as required by the Public Funds Investment Act. This training may be obtained from the following sources: North Central Texas Council of Governments, Government Treasurer's Organization of Texas, Government Finance Officer's of Texas, Texas Municipal League or the University of North Texas Center for Professional Development. The training must include education in investment controls, security risks, strategy risks, market risks, and any other topics as required by the Public Funds Investment Act.

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4f **Agenda Date** 09/01/2015 **Number** Resolution R-15-3902
Type Resolution
Department City Manager

Title
Approval of authorized broker / dealers for investment purchases

Strategy Map Connection
F1- Protect and preserve the City’s top financial ratings
F2- Invest to provide and maintain high quality public assets
F4- Adhere to the City’s financial and budgetary policies

Explanation
Reading and Public Hearing

The City's Investment Policy (attached) provides that the City Council shall annually approve broker/dealer firms to receive quotes for investment purchases. By definition an investment broker brings buyers and sellers of investments together and an investment dealer, as opposed to an investment broker, sells from their inventory of investment purchases that they own. A recap of the responses received to the City's broker/dealer questionnaire from the following firms is attached:

- Cantor Fitzgerald L.P.
- Coastal Securities, Inc.
- Duncan-Williams, Inc.
- Credit Suisse Securities (USA) LLC

Cantor Fitzgerald L.P., Coastal Securities, Inc., Duncan Williams, Inc., and Credit Suisse Securities (USA) LLC are firms the City has approved in the past and is currently using.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. City of Colleyville Investment Policy
2. Recap of Broker / Dealer questionnaire responses

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

It is the policy of the City of Colleyville (the City) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State of Texas laws and statutes including the Public Funds Investment Act, Chapter 2256 of the Government Code, and City ordinances.

Scope

This investment policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately

and any new fund created by the City Council, unless specifically exempted by the City Council or by law. All funds may be combined as pooled funds unless specifically prohibited by State law or statute or City ordinance.

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Return on Investments: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The City investment strategy is passive and the portfolio shall be designed with the objective of regularly exceeding the weighted average return on thirteen-week Treasury bills. This is considered a benchmark for riskless investment transactions, and therefore, is a minimum standard for the portfolio's rate of return. For bond funds that fall under the arbitrage provisions of the Tax Reform Act of 1986, the City will attempt to earn allowable bond yield with market conditions permitting.

Delegation of Authority

The City designates the Investment Officers to be the City Manager with overall responsibilities to see that investment objectives are accomplished and the Finance Manager and Assistant Finance Manager with the specific day-to-day performance of managing the funds of the City.

Ethics and Conflict of Interest

All investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees shall disclose to the City of Colleyville and Texas Ethics Commission a statement under the following conditions:

A. If they have a personal business relationship with a business organization offering to engage in an investment transaction with the entity. Under the Public Funds Investment Act, a personal business relationship is defined as:

    1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization; or

2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year, investments with a book value of $2,500 or more for the personal account of the investment officer.

B. If they are related within the second degree by affinity or consanguinity, as determined by Chapter 573 V.A.T.C.S. to an individual seeking to sell an investment to the City of Colleyville.

Prudence

Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

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Investment officers shall notify the City Council in writing of any conflicts of interest, as defined by the Public Funds Investment Act, no later than the next regularly scheduled Council meeting.

It is the policy of the City that the Investment Officers perform their duties in accordance with the policies and procedures set forth in this policy. The Investment Officers of the City (City Manager, Finance Manager, and Assistant Finance Manager) shall be personally indemnified in the event of investment loss provided the Investment Policy is followed.

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Permissible Instruments

The following is a list of permissible instruments as authorized by the 70th Texas Legislature in the Public Funds Investment Act (TEX. REV. CIV. STAT. ANN. ACT 842A-2) and amended by the 71st Legislature:

1. Obligations of the United States or its agencies or instrumentalities;

2. Direct obligations of the State of Texas or its agencies;

3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas, or the United States or its agencies or instrumentalities;

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

5. Certificates of deposit issued by state and national depository institutions that have its main office or branch office in this state that are:
    a. Guaranteed or insured by the Federal Deposit Insurance Corporation, FSLIC or its successors; or
    b. Secured by obligations that are described by subdivisions (1) through (4) of this subsection, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities, and which have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;

6. Invest in a local government investment pool as authorized by the Interlocal Cooperation Act (TEX. REV. CIV. STAT. ANN. ACT. 4413

(32c), as amended, and the Public Funds Investment Act (TEX. REV. CIV. STAT. ACT. 842a-2), as amended. The investment pool must comply with the requirements of the Public Funds Investment Act, as amended, as follows:

a. The investment pool maintains a stable asset value of one dollar as defined in the Public Funds Investment Act;
b. The investment pool maintains a AAA, or AAAm rating by one of the nationally recognized rating agencies;
c. The investment pool's maximum average dollar weighted maturity does not exceed 90 days; and
d. The investment pool's continued compliance with the remaining provisions of the Public Funds Investment Act.
e. The eligible investments of the pool are as follows: obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, and SEC registered money market funds authorized by the Public Funds Investment Act and rated in the highest category by at least one nationally recognized rating agency, reverse repurchase agreements with a term of no longer than 90 days.
f. Include in its investment policy and/or operating procedures the following information: a description of eligible investment securities and unacceptable investments, a written statement on investment policy and objectives, a description of interest calculations, distribution, and treatment of gains and losses, security safeguarding, valuation collateralization and auditing, and a fee schedule.

7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract and a signed master repurchase agreement has been executed with the counterparty.

8. SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist

exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of $1.00 per share. Investment in mutual funds shall be limited to a maximum of ten percent (10%) of the City's available funds.

9. Certificate of Deposit Account Registry Service (CDARS) deposited with a certificate of deposit issued by a depository institution that has its main office or branch office in this state that is selected by the investing entity pursuant to the requirements of Section 2256.010 of the Government Code.

The City is not required to liquidate an investment that was authorized at the time of its purchase.

Unacceptable Investment Instruments

The following securities, although authorized by the Public Funds Investment Act, are not eligible investments for the City:

1. Collateralized mortgage obligations and/or obligations of the following structure
   a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
   b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
   c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
   d) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Commercial paper

3. Banker's acceptances

4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less)

5. No-load mutual funds other than SEC-registered no-load money market mutual funds with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of $1.00 per share.

6. Guaranteed investment contracts

7. Share certificates of qualifying credit unions

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (2256.021). In accordance with Section (2256.005(b)), the Investment Officer shall monitor rating changes in current investments by keeping a monthly record of ratings issued by three nationally recognized rating agencies.

Investment Strategy

The investment strategy by type of fund is as follows:

(1) Operating Funds

The investment strategy for operating fund(s) is to assure that anticipated cash flows are matched with adequate investment liquidity. A secondary objective is to create a portfolio, which will experience minimum volatility during economic cycles. These funds shall not have an investment with a stated maturity greater than two years and the weighted average maturity shall not exceed eighteen months.

(2) Debt Service Funds

The investment strategy for debt service fund(s) is the assurance of investment liquidity to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the corresponding debt service payment date. The weighted average maturity shall not exceed one year.

(3) Reserve Funds

The investment strategy for reserve fund(s) is the assurance of investment liquidity adequate to cover the debt service obligations not funded by debt service funds on the required payment date. Investment of reserve funds are controlled by their ordinance, resolution, or indenture, and Federal and State law. Bond documents must be examined for each issue, for potential differences with this policy concerning investment instruments, maximum maturity or average life restrictions, call dates or sinking fund redemptions, and applicable arbitrage yields and rebate liability. Provisions contained in the bond documents will supersede provisions of this policy. Weighted average maturity shall be incompliance with bond requirements, as stated.

Reserve funds will be invested using a more conservative approach than the current standard investment strategy when arbitrage rebate rules require refunding excess earnings. All excess earnings received will be segregated to allow a proper determination of interest income to be used in the arbitrage calculation.

(4) Special Project or Special Purpose Funds

The investment strategy for special projects or special purpose fund portfolio(s) will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The city's final maturity dates of securities held shall not exceed the estimated project completion date. Funds in excess of defined construction payment schedules shall be limited to a maximum final maturity date of three years.

Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.

Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy and record in writing that it has reviewed the Policy and record any changes to either the policy or strategy.

A. Diversification

The City will attempt to limit the risk of loss through diversification of its portfolio and to achieve the aforementioned investment strategies by diversification of instruments.

Diversification by Instrument of Portfolio	Maximum Percent
U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	75%
Certificates of Deposit (CD's) Commercial Bank's	75%
Local Government Investment Pool	75%
Certificate of Deposit Account Registry Service (CDARS)	75%
Tri-Party Repurchase Agreement	75%
SEC registered, no-load mutual fund	10%

Investment Procedures

The City shall enter the following agreements (if applicable): safekeeping, PSA repurchase agreements, wire transfer agreements, banking services contracts, and collateral/depository agreements. These contracts shall include the explicit delegation of authority to persons responsible for the transactions involving these agreements. No person except those designated in the contract may engage in any investment transactions.

On all funds invested in instruments as listed in "Permissible Investments" numbers one through five, oral bids shall be requested from at least two broker/dealers or national banks. The City will accept the bid that provides the highest rate of return within the maturity required and within the parameters of this policy. Records will be kept of the bids offered, bids accepted, and a brief explanation of the decision that was made regarding the investment.

Qualified Institutions

Annually, the City Council shall approve four financial institutions for investment purposes as recommended by the Finance Manager. All firms shall answer the Broker/Dealer questionnaire (Appendix A) and submit their most recent audited financial statements to the City Council for evaluation of credit worthiness. All personnel in the firms who will be trading or quoting securities to the City Council must maintain a current NASD license and be registered to deal securities in the State of Texas. An investment certification form (Appendix B) on the firm's letterhead signed by a principal of the firm must be on file with the City.

Safekeeping

All marketable securities purchased by the City shall be held in third party safekeeping by an institution designated as primary agent. All securities will be delivered to the third party institution by seller. Personnel in the third party institution will verify the correct security was delivered by the seller ("delivery vs payment"). The third party institution shall issue a safekeeping receipt to the City listing the specific instrument, rate/yield, maturity, CUSIP, and other pertinent information. Collateral on deposit type securities which exceed the FDIC coverage shall be held in a third party safekeeping institution. In the event a third party safekeeping institution is used, a collateral agreement shall be executed between the City Council, depository which pledged the collateral, and the third party custodian of the collateral. The City will retain possession of all original safekeeping receipts and the receipts will state the security is pledged to the City. Either the City Manager, Finance Manager**,** or the Assistant Finance Manager must approve release of collateral in writing prior to its removal from the safekeeping account.

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City will have a written depository agreement with any financial institution with whom the City has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held. A qualified representative of the financial institution must sign the investment certification form (Appendix B) on the financial institutions letterhead and it must be kept on file with the City.

Collateral Securities for Certificates of Deposit and Demand Accounts

The City will accept as collateral for its Certificates of Deposit and demand accounts the following securities:

A. FDIC coverage

B. U.S. Treasury bills, notes and bonds

C. United States Agency and instrumentalities bills or notes

D. GNMA mortgage backed fully modified pass through securities

E. Texas state, city, county or school bonds with a remaining maturity of seven years or less and a rating of "A" or better by Moody's, Fitch Ratings, and Standard and Poor's.

F. Surety Bond

G. Federal Home Loan Bank Letter of Credit issued to the City

Collateral shall be "marked to market" monthly by the Finance Manager. The following percentages constitute the minimum market value for collateral instruments that are pledged for the City's Certificates of Deposit and demand deposits.

Form of Collateral Pledged	**Collateral Ratio**
1. U.S. Treasury bills, notes, and bonds	
a. maturing within 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	110%
2. Actively traded U.S. Government Agency securities	
a. maturing in less than 1 year	103%
b. maturing in 1-5 years	107%
c. maturing in more than 5 years	115%
3. GNMA mortgage pass through securities	115%

4. Entities in the State of Texas bonds

General Obligation Bonds

a. maturing in less than 1 year	102%
b. maturing in 1-5 years	105%
c. maturing in more than 5 years	107%

Revenue Bonds

a. maturing in less than 1 year	105%
b. maturing in 1-5 years	110%
c. maturing in more than 5 years	115%

Collateral shall be audited annually be the City's independent auditor and may be audited by the City at anytime during normal business hours of the safekeeping bank.

Arbitrage

The Tax Reform Act of 1986 places limitations on the City's yield from investing certain tax-exempt bond proceeds, debt service funds and reserve funds. The rebate provisions require that the City compute earnings on investments from certain issues of bonds on a periodic basis to determine if rebate is required.

To determine the City's arbitrage position, the City is required to calculate the actual yield earned on the investment of the funds and compare it to the yield that would have been earned if the funds had been invested at a rate equal to the yield on the applicable bonds sold by the City. The rebate provisions state that periodically (not less than once every five years and not later than sixty days after maturity of the bonds), the City is required to pay the United States Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

The investment strategy for bond funds which fall under the arbitrage provisions of the Tax Reform Act of 1986, is that the City will attempt to earn maximum allowable bond yield with market conditions permitting.

Reporting Requirements

The Finance Manager and Assistant Finance Manager shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter indicating the market values of all investments held during the quarter. The report shall list for each investment held during the quarter: the purchase price of the investment, the par value of the investment, the market value of the investment at the beginning of the quarter, market value of the investment at the end of the quarter, and fully accrued interest for the period. The portfolio shall be marked to market monthly and market pricing information is to be obtained through the use of appropriate external third party software, third party safekeeping service, or a third party independent pricing service. This report shall be in compliance with provisions of the Public Funds Investment Act, as amended. The report shall be signed by the Finance Manager and Assistant Finance Manager, as the investment officers for the City, and state its compliance with the Public Funds Investment Act and adopted investment policy strategy. The quarterly investment reports must be reviewed annually by the City's external audit firm as a part of the City's annual audit and reported to the City Council.

Training Requirements

In accordance with the Act (2256.005 and 2256.008), the Finance Manager and Assistant Finance Manager shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Both the Finance Manager and Assistant Finance Manager shall complete ten hours of training every two years as required by the Public Funds Investment Act. This training may be obtained from the following sources: North Central Texas Council of Governments, Government Treasurer's Organization of Texas, Government Finance Officer's of Texas, Texas Municipal League or the University of North Texas Center for Professional Development. The training must include education in investment controls, security risks, strategy risks, market risks, and any other topics as required by the Public Funds Investment Act.

GLOSSARY

AGENCIES - Federal agency securities and/or Government-sponsored entities.

BENCHMARK – A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER – A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT – A time deposit with a specific maturity evidenced by a certificate. Large- denomination CD's are typically negotiable.

COLLATERAL – Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT – Delivery verses payment is the delivery of a security and there is an exchange of money after the delivery of the security.

DISCOUNT SECURITIES – Non-interest bearing money market instruments that are being issued at a discount and redeemed at maturity for full face value, e.g. Treasury Bills.

DIVERSIFICATION – Dividing instruments among securities offering independent returns.

FEDERAL CREDIT AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions and individuals e.g. savings and loans, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) – A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB) – Government sponsored regional wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. `The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) – FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. It is a federal corporation and the largest single provider of residential mortgage funds in the United States. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations. Security holder is backed by the full faith and credit of the US Government.

LIQUIDITY – An asset that can be converted quickly and easily to cash.

LOCAL GOVERNMENT INVESTMENT POOL – An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET VALUE – The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT – A written contract that establishes each party's rights in the transactions. A master agreement will specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY – The date upon which the principal or stated value of an investment becomes due and payable.

MUTUAL FUND – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange disclosure guidelines.

PORTFOLIO – Collection of securities held by an investor.

PRIMARY DEALER – A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to informal oversight.

PRUDENT PERSON RULE – An investment standard outlining fiduciary responsibilities of public funds investors relating to investment practices.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT – An agreement of one party to sell securities at a

specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.
REVERSE REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING – Holding of assets (e.g. securities) by a financial institution.

TREASURY BILLS – A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year. The yields on these bills are monitored closely for interest rate trends.

TREASURY BONDS – Long term US government debt securities with maturities of ten to thirty years.

TREASURY NOTES – Intermediate term US government debt securities with maturities of one to ten years.

YIELD – The current rate of return on an investment security generally expressed as a percentage of the securities current price.

RECAP OF BROKER/DEALER QUESTIONNAIRE RESPONSES

	CANTOR FITZGERALD	COASTAL SECURITIES	DUNCAN WILLIAMS	CREDIT SUISSE
PRIMARY DEALER?	YES	NO	NO	YES
HAVE FIRM'S PERSONNEL READ CITY'S INVESTMENT POLICY?	YES	YES	YES	YES
ANY PUBLIC SECTOR LOSSES OVER 10% DUE TO MISUNDERSTANDING OR MISREPRESENTATION?	NO	NO	NO	NO
DOES FIRM COMPLY WITH FEDERAL RESERVE CAPITAL ADEQUACY GUIDELINES?	YES	YES	YES	YES
DOES FIRM PARTICIPATE IN SPIC INSURANCE PROGRAM?	YES	YES	YES	YES
WHAT % OF FIRMS TRANSACTIONS FAILED LAST YEAR?	UNDER 1%	UNDER 1%	UNDER 1%	UNDER 1%
FINANCIAL STATEMENTS SUBMITTED?	YES	YES	YES	YES
CURRENT LICENSES SUBMITTED	YES	YES	YES	YES

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

Agenda Number 4g **Agenda Date** 09/01/2015 **Number** Resolution R-15-3902
Type Resolution
Department City Secretary

Title

Approval of an amendment to Resolution R-13-3596, Economic Development Grant Agreement with AC Village Park Partners

Strategy Map Connection

C3- Attract and retain high quality businesses to provide a thriving, diversified tax base that attracts visitors

F2- Invest to provide and maintain high quality public assets

F4- Adhere to the City's financial and budgetary policies

Explanation

Reading and Public Hearing

Representatives of AC Village Park Partners have approached the City of Colleyville with the idea of amending the Economic Development Agreement adopted on February 19, 2013 (attached). AC Village Park Partners desires for the agreement to terminate sooner than originally scheduled based on the following:

- AC Village Park Partners recently completed the redevelopment of the former Village Park into Colleyville Downs and sold the properties to Kite Realty Trust of Indianapolis, Indiana. Therefore, this entity is no longer associated with Colleyville Downs or the City of Colleyville (other than through this agreement).

- As part of its acquisition due diligence, Kite Realty Trust communicated with anchor tenant Whole Foods Market and became comfortable with their lease terms and sales performance.

- AC Village Park Partners desires to take this particular fund off their books prior to the end of calendar year 2015. After negotiation with City staff, they have agreed to accept $80,000 of the remaining $250,000 grant payment that is due per the terms of the original agreement. This action will terminate any future City obligations and retain the remaining $170,000 allocated for this agreement in the City's Tax Increment Reinvestment Zone TIF Grant Fund.

The city attorney has prepared a revised Agreement to accomplish these actions (attached), and staff recommends City Council approval.

Financial Impact
Approval of the amendment will restore $170,000 within TIF grant revenues.

Recommendation
Approve

Attachments
1. AC Village Park Partners Letter of Request for Amendment
2. 2013 AC Village Park Partners Agreement from Resolution R-13-3596
3. First Amendment to Economic Development Agreement - AC Village Park Partners

AC VILLAGE PARK PARTNERS, LLC
8750 N. Central Expressway, Suite 1740
Dallas, Texas 75231

Thursday, August 27, 2015

Marty Wieder
City of Colleyville
100 Main Street
Colleyville, Texas 76034

Dear Mr. Wieder:

First and foremost, we would like to thank the City of Colleyville council and staff for the tremendous relationship over the past couple of years. With the city's support, we were able to achieve our goal in redeveloping Colleyville Downs into an incredible shopping center.

On behalf of AC Village Park Partners, we would respectively request the consideration of an amendment to our grant agreement for a reduced final payment and early release of our partnership. Attorneys on behalf of our entity have prepared an amendment with the requested changes and have shared it will the city's attorney and staff.

Once again, we appreciate the opportunity to work with you, and look forward to completing this agreement. I stand ready to answer any questions if you have any.

Sincerely,
By AC Village Park Partners, LLC
By Centennial Colleyville Manager, LLC

R. Scott Woodruff

RSW

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of February, 2013, by and between the **CITY OF COLLEYVILLE, TEXAS,** a home rule municipality located in Tarrant County, Texas (the "City"), and AC Village Park Partners, LLC, a Delaware limited liability company in good standing authorized to do business in the State of Texas ("Developer"). (The City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".)

RECITALS:

Developer is the owner of the shopping center currently known as Village Park Shopping Center (approximately 190,665 square feet) located in Tax Increment Reinvestment Zone Number One, City of Colleyville, Texas (the "Zone") and shown on the Site Plan attached hereto as Exhibit "A" (referred to herein as the "Center"); and

As part of Developer's proposed redevelopment of the Center, Developer desires to execute a 40,000 square foot anchor lease with Whole Foods Market Rocky Mountain Southwest L.P. ("Whole Foods") for a Whole Foods Market within the Center and to redevelop the Center in conjunction with Whole Foods generally in accordance with the Redevelopment Budget attached hereto as Exhibit "B" (collectively referred to herein as the "Project"); and

Developer has requested that the City authorize certain economic development grant payments, as provided herein, as an inducement for Developer to undertake the Project; and

The City is authorized by Section 311.010 of the *Texas Tax Code* and Chapter 380 of the *Texas Local Government Code* to provide programs for economic development incentives to support the expansion of local business and commercial activity, employment and development including the making of grants of public money; and

The Board of Directors of the Zone (the "Board") by action on November 20, 2012 and the City Council by adoption of Ordinance 0-12-1858, approved an amended Project and Financing Plan for the Zone establishing an Economic Development TIF Grant Program (the "TIF Grant Program"); and

Consistent with the TIF Grant Program, and for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the State of Texas, Tarrant County and the City, the City desires to offer to Developer the economic development grant payments more particularly described in this Agreement; and

The Agreement is in accordance with the TIF Grant Program and is authorized by action of the Board taken on November 20, 2012, and by action of the City Council of the City of Colleyville taken on December 18, 2012 and February 19, 2013.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section I. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section I.

Section II. The Project.
The Project shall include an anchor Whole Foods Market, which shall be located in the Center. Whole Foods shall operate a grocery store and/or supermarket under the trade name Whole Foods Market (or such other trade name used by Whole Foods in a majority of its other stores in the Dallas/Fort Worth market) or otherwise operate as permitted or required under the lease agreement. The Whole Foods Market is expected to generate $40 million per year in gross annual sales by 2016, of which at least $13 million is anticipated to be taxable. The Whole Foods Market is expected to employ approximately 150 to 200 employees at the Project.

Section III. Grant Payments
A. In consideration for Developer's commitment to undertake the Project, the City will provide to Developer the following grant payments from municipal increment contributed to the Tax Increment Fund of the Zone, conditioned on the satisfaction of the prerequisites specified below:

i. The City will provide a grant payment in the amount of $375,000 within thirty (30) days of Developer's providing the City with a copy of a recorded memorandum of lease evidencing that on or before March 31, 2013 Developer has executed a lease agreement with Whole Foods to occupy approximately 40,000 square feet in the Center (the "Whole Foods Space") for a period of not less than twenty (20) years.

ii. The City will provide a grant payment in the amount of $375,000 within thirty (30) days of Developer's providing the City with a recorded deed evidencing that on or before March 31, 2013 Developer has acquired title to the 56,562 square foot former Albertson's box located at 4801 Colleyville Boulevard, Colleyville, Texas.

iii. The City will provide a grant payment in the amount of $375,000 within thirty (30) days of the date Developer has provided City with copies of documentation that Developer has obtained necessary building permit(s) on or before that date 18 months from the date of the execution of this Agreement to commence construction work on a Whole Foods Market "gray box" and on Center façade renovation having a scope that is generally consistent with Exhibit B and anticipated upon completion to collectively have a minimum value of $2.5 million (the "Permits"). The deadline provided herein for the issuance of the permit(s) shall be extended by any length of time that the City has failed to use commercially reasonable efforts in good faith to assist Developer and Whole

Foods, obtain the necessary building permit(s) to commence construction on the Whole Foods Market "gray box" and the Center façade renovation.

iv. The City will provide a grant of $375,000 within thirty (30) days of the date that a certificate of occupancy is issued to Whole Foods for retail operations at the Whole Foods Space.

v. The City will provide a grant of $250,000 within thirty (30) days of the date Whole Foods opens for business to the general public at the Whole Foods Space.

vi. Provided that Whole Foods has maintained retail operations at the Whole Foods Space, the City will provide a grant of $250,000 within thirty (30) days of the one year anniversary of the date Whole Foods opened for business to the general public at the Whole Foods Space.

vii. Provided that Whole Foods has maintained retail operations at the Whole Foods Space, the City will provide a grant of $250,000 within thirty (30) days of the two year anniversary of the date Whole Foods opened for business to the general public at the Whole Foods Space.

B. The City will have the right to terminate this Agreement, in whole or in part, if a) the Whole Foods Market is not open for business within the Center on or before November 30, 2015 (the "Required Opening Date"), b) the Developer has failed to qualify for the grant payments described at parts vi or vii outlined of Section III.A., or c) if Whole Foods has not maintained retail operations at the Whole Foods Space for three years following the date Whole Foods opened for business to the general public at the Whole Foods Space. In the event of such termination, the following provisions shall apply:

i. If this Agreement is terminated due to Developer's failure to meet the Required Opening Date, Developer shall repay the City the full amount of the grant payments that have been made to Developer under this Agreement.

ii. If this Agreement is terminated due to Developer's failure to qualify for the grant described at part vi. Of Section III.A., Developer shall repay the City the difference between the amount of the grant payments that have been made to Developer under this Agreement and five hundred sixty-two thousand five hundred dollars ($562,500).

iii. If this Agreement is terminated due to Developer's failure to qualify for the grant described at part vii. Of Section III.A., Developer shall repay the City the difference between the amount of the grant payments that have been made to Developer under this Agreement and one million one hundred twenty-five thousand dollars ($1,125,000).

iv. If this Agreement is terminated because Whole Foods has not maintained retail operations at the Whole Foods Space for three years following the date Whole Foods opened for business to the general public at the Whole Foods Space, Developer shall repay the City the difference between the amount of the grant payments that have been made to Developer under this Agreement and one million six hundred eighty seven thousand five hundred dollars ($1,687,500).

Any repayments required by this section shall be made within thirty (30) days after the date Developer receives written notice that the City has elected to terminate this Agreement and exercise its right to repayment. Upon expiration of any repayment deadline, any and all repayment obligations of Developer shall be assessed against the Center and shall constitute a lien against the Center effective upon recording notice thereof in the Office of the County Clerk of Tarrant County, Texas. Such lien shall be subordinate to any lender's lien in place at that time.

Section IV. Covenants.

A. Following the date that the Whole Foods Market opens for business, Developer agrees not to contest the taxable value of the Center to an amount below eleven million, five hundred ninety-three thousand, eight hundred eighty-nine dollars ($11,593,889). However, the foregoing shall not restrict any tenant in the Center from contesting taxes under rights granted to such tenant by their lease.

B. Developer certifies that it will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Developer, or its branch, division, or department is convicted of a violation under 8 U.S.D. Section1324a(f), Developer shall repay the City the full amount of the grant payments made under this Agreement, plus one percent (1%) per annum from the date of the conviction. Repayment shall be made within one hundred and twenty (120) days after the date Developer receives a notice of violation from the City. As provided by Government Code Section 2264.101(c), Developer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Developer, or by a person with whom Developer contracts.

C. To the extent commercially reasonable, all construction contracts entered into by Developer for work under the Permits shall require that the respective contractor enter into a separated contract on eligible project costs in accordance with Texas Tax Code Secs. 151.056, 151.311 and 321.208. Developer shall provide written proof of compliance with this provision on at least a quarterly basis, including documentation of all sales tax generated to the benefit of the City by this provision.

D. All construction on the Project will be materially in accordance with applicable codes, regulations and ordinances of the City, and all applicable State and Federal laws, rules and regulations.

E. City shall use commercially reasonable efforts in good faith to assist Developer and/or Whole Foods in timely obtaining any licenses, permits, approvals that are necessary to complete of the Project, in making and processing applications for any zoning changes that are necessary to complete of the Project, and in obtaining the Permits, and satisfying the conditions in Section III A and the other covenants under this Agreement.

F. To assist the City in assessing economic development goals, Developer shall take commercially reasonable efforts to obtain from Whole Foods, and provide to the City, an executed Waiver of Sales Tax Confidentiality covering the first three years of its operation in a form generally in accordance with Exhibit "C". To the full extent permitted by applicable laws, City agrees to keep confidential the information it obtains pursuant to the Waiver of Sales Tax Confidentiality. If City fails to keep such information confidential, Whole Foods may revoke the Waiver of Sales Tax Confidentiality.

Section V. Miscellaneous

A. Successors and Assigns. This Agreement may not be assigned, transferred, conveyed, or exchanged, in whole or in part, by either party without the written consent of the other party provided, however, that Developer may, without prior consent: (i) assign this Agreement to (A) an entity controlled by the members of Developer or (B) a third-party in connection with a sale in whole or part of Developer's interest in the Center; and (ii) collaterally assign this Agreement to any construction or permanent lender. In the event of an assignment permitted hereunder, the assigning party shall provide written notice of the assignee, including assignee's address and contact information. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding whether there has been an assignment of this Agreement, performance of any of Developer's obligations set forth herein by an affiliate of Developer or an entity with whom Developer contracts shall be deemed to be performance by Developer.

B. Authority. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

a. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

b. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

c. In case 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 provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

d. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

e. Time is of the essence in this Agreement.

f. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

C. Indemnification. ***DEVELOPER, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO WHOLE FOODS BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE REQUIRED IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES ON THE LAND OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE/BREACH OF BOTH DEVELOPER AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.***

D. Powers.

(i) The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligation of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority. To the extent allowed by law, the City hereby waives and agrees not to assert sovereign immunity for purposes of the enforcement of this agreement.

(ii) Developer hereby represents and warrants to the City that Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Developer. This Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

E. Authorized Parties.

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Mayor or his designee and for Developer by any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

F. Default.

(i) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement; but in no event shall the failure of Developer to satisfy any condition precedent to receiving a grant payment hereunder be deemed to constitute a default.

(ii) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing per Section V. L. herein, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, provided, however, if such matter is such that it cannot be cured within thirty (30) days, no breach may be found to have occurred if the Party has commenced the cure thereof within thirty (30) days and diligently pursues the completion thereof provided that such cure shall in any event occur within ninety (90) days after written notice of the breach. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, provided, however, that the City's sole remedy hereunder for Developer's failure to satisfy the conditions precedent to receiving grant payments hereunder (which shall not constitute a default) shall be to withhold the grant payments and seek the repayment of any repayment liability due to the City as a consequence. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(iii) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, act of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes, labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice per Section V. L. herein of the commencement of any such delay resulting from such force majeure event not later than ten (10) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section.

G. All exhibits hereto are incorporated herein by reference as if copied in their entirety. This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

H. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

I. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

J. Term. This Agreement shall be effective on the date of delivery and execution provided herein and, unless terminated earlier pursuant to the provisions of this Agreement, shall terminate on the date three years from the date Whole Foods opened for business to the general public at the Whole Foods Space.

K. Dispute Resolution and Texas Law. The parties hereby agree to make a good faith effort to resolve disputes arising under this Agreement through informal discussions between the parties. In the event that a dispute cannot be resolved through informal discussions, prior to initiating an alternative remedy either party must submit a written complaint per Section V. L. that sets forth with specificity the basis of the complaint and a proposed resolution to the dispute. The party receiving the complaint shall respond in writing to such written complaint within thirty

(30) calendar days, by accepting the proposed resolution, rejecting the proposed resolution or by proposing an alternative resolution to the dispute. Within twenty (20) calendar days of receipt of the party's written response, if such response is a rejection or a counter-proposal, the other party must either accept the counter-proposal or request that the dispute be reconsidered and mediated by an independent third party that is mutually agreed upon by the parties. If the dispute is mediated, both parties shall participate in good faith and attempt to resolve the dispute to their mutual satisfaction. Each party shall be responsible for its own costs incurred in connection with such mediation, but shall also be responsible for one-half of all of the out-of-pocket costs of and incurred by such independent third party in connection with such mediation. In the event that the dispute is unable to be resolved through mediation, both parties shall have full legal remedies provided for the in this Agreement and in the courts of the State of Texas.

Failure by either party to raise a dispute through this process shall not constitute waiver or acceptance of an alleged violation of this Agreement. The provisions of this section are strictly limited in scope to serving as a prerequisite to the enforcement of remedies under this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Tarrant County, Texas or the United States District Court for the Northern District of Texas. The prevailing party shall be entitled to the recovery of their attorney fees as a result of any dispute regarding this Agreement.

L. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore, or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) two (2) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail, return receipt requested.

If to the City:	City of Colleyville 100 Main Street Colleyville, Texas Attn: City Manager Fax: 817-503-1129
with a copy to:	Matthew C. G. Boyle Boyle & Lowry, L.L.P. 4201 Wingren, Suite 108 Irving, Texas 75062-2763 Fax: (972) 650-7105

If to Developer:	AC Village Park Partners, LLC Attn: Scott Woodruff 8235 Douglas Ave., Suite 655 Dallas, Texas 75225 Fax: (972) 888-8023
with a copy to:	Michael McDoniel 207 San Jacinto, Suite 300 Austin, Texas 78701 Fax: (512) 474-0306
and a copy to:	William Dalhstrom Jackson Walker 901 Main Street Suite 6000 Dallas, TX 75202 Fax: (214) 953-5822

M. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

N. Release in the Event of Sale. In the event that Developer seeks to sell the Center during the Term hereof, Developer shall have the option of providing a letter of credit or placing funds in escrow funds to cover the maximum amount of any remaining repayment obligation that could be due pursuant to Section III. B. of this Agreement. Upon the provision of such letter of credit, or the funding of such escrow account, City shall execute a release stipulating that its right to record a lien against the Center pursuant to Section III.B. of this Agreement has terminated.

IN WITNESS WHEREOF, the City Council of the City of Colleyville, Texas, and AC Village Park Partners, LLC have authorized and caused this Agreement to be executed and delivered on this the 14th day of February, 2013.

THE CITY OF COLLEYVILLE, TEXAS,
a Texas home rule municipality

By: ______________________
David Kelly
Mayor

ATTEST

City Secretary

APPROVED AS TO FORM:

City Attorney

AC VILLAGE PARK PARTNERS, LLC,
a Delaware limited liability company,
By: Centennial Colleyville Manager, LLC,
managing member

By: ____________________

ACKNOWLEDGMENT:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 19th day of February, 2013, by Steven Levin, president of Centennial Colleyville Manager, LLC, a Texas limited liability company, as managing member of AC Village Park Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

E. STRICKLAND
MY COMMISSION EXPIRES
November 28, 2014

My Commission Expires:
11/28/2014

Notary Public, State of Texas

E. Strickland
Printed Name of Notary Public

EXHIBIT A

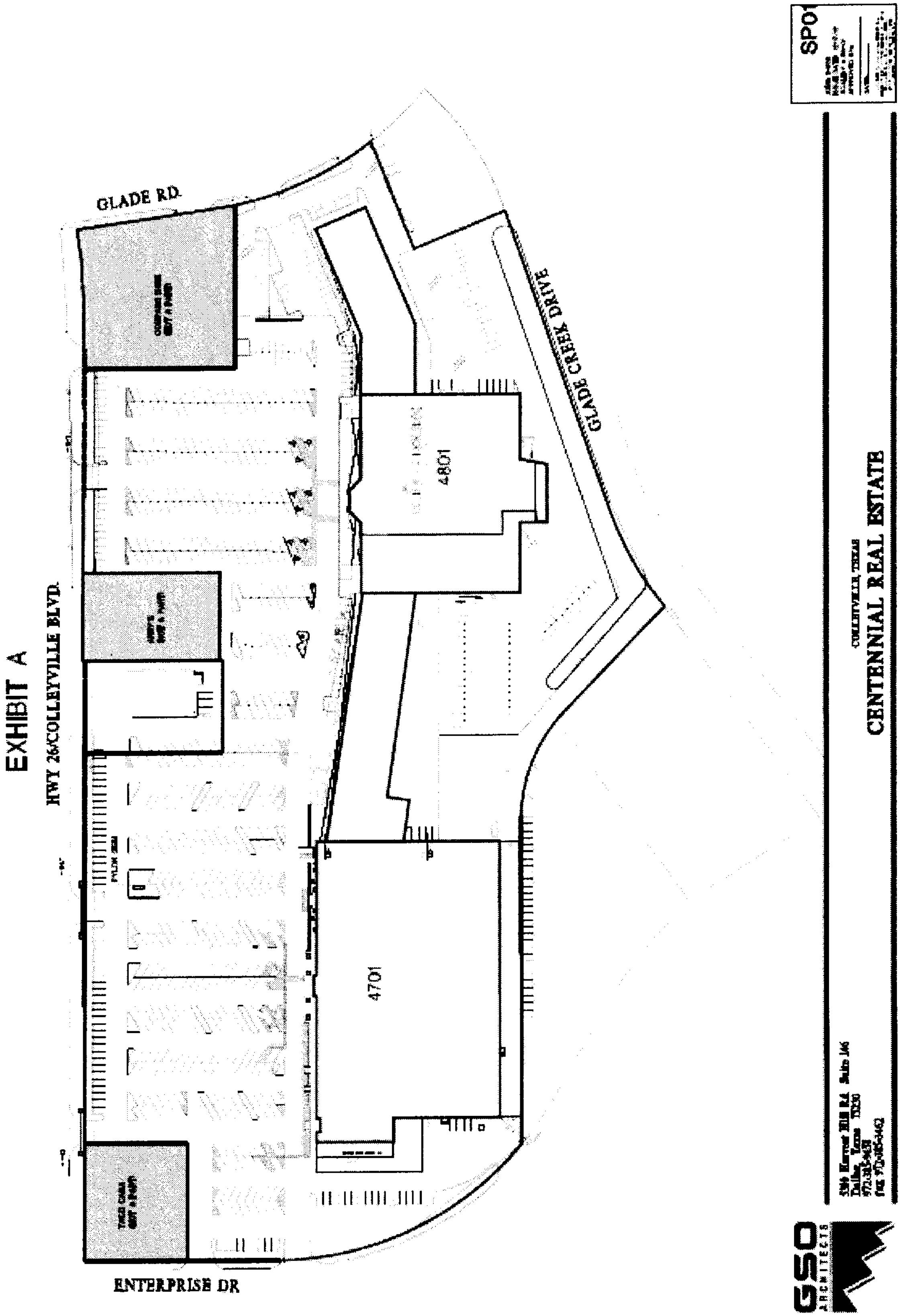


EXHIBIT A
HWY 26/COLLEYVILLE BLVD.
GLADE RD.
GLADE CREEK DRIVE
ENTERPRISE DR
4801
4701
COLLEYVILLE, TEXAS
CENTENNIAL REAL ESTATE
SP01
GSO ARCHITECTS

EXHIBIT B

Village Park Colleyville
REDEVELOPMENT BUDGET

Interior Scope of Work	
Demolition	
Demo (56,562) sft of space back to shell condition @ .55	31,109
Remove existing mezzanine	9,500
	40,609
Concrete	
Demo 40,000 SFT SOG @ .85	34,000
	34,000
Drywall	
235 lft of new demising wall to deck @ 95	22,325
Fire Riser Room & Door	3,300
Fire Caulking	1,350
	26,975
Roofing	
Flash in (2) heater vents vacant space	400
Fire Sprinkler	
Raised heads & piping back to shell condition throughout (56562 @ .65)	36,765
Sprinkler line extensions from existing riser	50,000
	86,765
Plumbing	
Verify Sewer line condition & activity by video	650
F&I New Water service for W/F & Spec space & House on sub meters	4,650
Extend existing 4" sewer line for Whole Foods & Vacant Space.	4,000
	9,300
Mechanical	
Install (2) gas fired heaters for vacant space	3,000
	3,000
Total Interior	**201,049**

Exterior Scope of Work	
Exterior Façade Per Architects Rendering (250 LFT @ $3000) - Whole Foods	750,000
Exterior Façade Inline	300,000
	1,050,000
Concrete	
Re-stripe parking lot	2,250
Add (12) Landscape Islands	29,376
(6) Loads Sandy Loam	2,400
New recessed loading dock & door for vacant side	45,670
	79,696
Painting	
Paint back of building (3) sides (11736 SFT @.80)	9,388
Landscaping	
Install new landscaping in (12) Islands @ 1000 ea	12,000
Irrigation	
F&I irrigation to (12) Islands @ 600 ea	7,200
Monument Sign to Match Existing One Onsite	75,000
Directional signage	10,000
Roofing	
Install new 60 mill TPO w/12 yr. NDL warranty (56,562 @ 4.00)	226,248
56,562 SFT R30 Insulation @ 1.50	84,843
	311,091
Misc Steel	
Add roof hatch & ladder for vacant space roof access	4,000
Fire Alarm	
Provide new wiring & dialer for FA system	3,000

Village Park Colleyville
REDEVELOPMENT BUDGET

Mechanical		
Provide heater in new fire riser room		850
Electrical		
Upgrade foot candles on existing (34) poles (68) new heads		59,000
F&I (4) new light pole fixtures		18,000
Rework existing service to accommodate (3) new spaces & house panel		18,600
Oncor Transformer change out to 277/480		3,550
Add new 400 amp 480 volt service for spec space # 1 (@ Back of Bldg.)		6,000
Add new 200 amp 480 volt service for spec space # 2 (@ Back of Bldg.)		4,000
Provide new house panel service & wiring		8,500
Provide (3) 2" telephone conduits to spaces		3,000
Install wiring for spec space # 2 heating units		1,850
		122,500
Plumbing		
Separate gas to new multi use manifold		1,675
Install New Irrigation Meter & Piping		12,600
Install new gas service for temporary heating units @ vacant space		2,400
		16,675
General Conditions		
Supervision (4 Months)		22,000
Temporary Fencing		3,000
Truck Allowance		2,600
Equipment		12,500
Barricades		10,000
Weekly Cleaning		6,000
Architectural,MEP & Structural Fees		60,000
TDLR Fees & Inspections		2,000
Permits		8,000
Builder's Risk		6,000
Insurance GL		3,264
Final Cleaning		2,500
Dumpsters		2,400
Facilities		800
		141,064
Total Exterior Work		**1,842,464**
Total Interior + Exterior		
Miscellaneous (Contractor Fee, Sales Tax, Soft Costs, Etc.)		
Subtotal		2,043,513
Contractors Fee	4.00%	81,741
Subtotal		2,125,254
Sales Tax	8.25%	175,333
Contingency	3.91%	80,000
Subtotal		2,380,587
CREC Construction Management Fee	5.00%	119,029
Total Miscellaneous		**456,103**
Total Interior + Exterior		**2,499,616**
2012 Assessments		**9,094,273**
Real Estate Taxable Contestable Floor		**11,593,889**

EXHIBIT C

WAIVER OF SALES TAX CONFIDENTIALITY

Date________________________

I authorize the Comptroller of Public Accounts to release sales tax information pertaining to the taxpayer indicated below to the City of Colleyville, Texas. I understand that this waiver applies only to our retail store located in Colleyville, Texas.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

____

Name of Taxpayer Listed on Texas Sales Tax Permit

____

Name Under Which Taxpayer is Doing Business (d/b/a/ or Outlet Name)

____

Taxpayer Mailing Address

____

Physical Location of Business Permitted for Sales Tax in Colleyville, Texas

____

Texas Taxpayer ID Number

Tax Outlet Number
(As Shown on Texas Sales Tax Permit)

____

Authorized Signature

____

Print Name of Authorized Signature

____

Position of Authorized Signature

____

Phone # of Authorized Signature

8847651v.1

RESOLUTION R-13-3596

A RESOLUTION APPROVING CITY COUNCIL ACTION REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 19, 2013

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; and

WHEREAS, the City of Colleyville is authorized by Chapter 380 of the Texas Local Government Code to provide economic development incentives to support the expansion of local business activity, employment, and development; and

WHEREAS, the City has conducted negotiations with a developer in pursuit of a significant new commercial development project; and

WHEREAS, the proposed development will enhance the tax base of the City, thereby promoting economic development in accordance with the City's Economic Development Incentive Policy; and

WHEREAS, the enhancement of the local economy is in the best interest of citizens of the City; and

WHEREAS, this resolution is being passed in full accordance with all requirements of State law, including but not limited to, the Open Meetings Act; and

WHEREAS, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, previously authorized the grant amount and incentives approved herein.

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

Sec. 1. THAT all matters stated hereinabove are true and correct and incorporated herein as if copied in their entirety.

Sec. 2. THAT the City Council hereby authorizes and approves an Economic Development Grant Agreement in an amount not to exceed $2.25 million, substantially in the form of the agreement attached hereto as "Economic Development Grant Agreement."

Sec. 3. THAT this resolution is effective from and after the date of its passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, Ø NAYS, AND Ø ABSTENTIONS ON THIS THE 19TH DAY OF FEBRUARY 2013.

ATTEST:

Amy Shelley
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT GRANT AGREEMENT (the "First Amendment"), is made and entered into as of the ____ day of August, 2015, by and between the **CITY OF COLLEYVILLE, TEXAS,** a home rule municipality located in Tarrant County, Texas (the "City"), and AC Village Park Partners, LLC, a Delaware limited liability company in good standing authorized to do business in the State of Texas ("Developer"). (The City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".)

R E C I T A L S:

WHEREAS, the City and Developer entered into that certain Economic Development Grant Agreement (the "Agreement") effective as of February 19, 2013; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged and confessed by each of the Parties hereto, the Parties hereto do hereby agree as follows:

1. Defined Terms. All initial capitalized terms used in this First Amendment but not specifically defined herein shall have the meanings assigned to such terms in the Agreement.

2. Full Force and Effect. Except as expressly amended herein, the Agreement remains in full force and effect. This First Amendment and the Agreement shall be construed as one instrument.

3. Grant Payments. The Parties have agreed to amend the conditions for grant payments and repayment requirements under the Agreement.

    a. Accordingly, part vii of Section III.A. is hereby deleted in its entirety and replaced as follows:

    > vii. Provided that Whole Foods has maintained retail operations at the Whole Foods Space from the date Whole Foods opened for business to the general public at the Whole Foods Space through September 1, 2015, the City will provide a grant to Developer of $80,000 on or before September 15, 2015. The City's obligation to provide a grant to Developer pursuant to this part vii of Section III.A. survives termination of this Agreement.

    b. Section III.B. is hereby deleted in its entirety.

4. Default. Part ii. of Section V.F. of the Agreement is hereby amended to read as follows:

    ii. Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing per Section V. L. herein, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, provided, however, if such matter is such that it cannot be cured within thirty (30) days, no breach may be found to have occurred if the Party has commenced the cure thereof within thirty (30) days and diligently pursues the completion thereof provided that such cure shall in any event occur within ninety (90) days after written notice of the breach. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, provided, however, that the City's sole remedy hereunder for Developer's failure to satisfy the conditions precedent to receiving grant payments hereunder (which shall not constitute a default) shall be to withhold the grant payments and seek the repayment of any repayment liability due to the City pursuant to Sections III.B.(i)-(ii), as applicable. Except as otherwise provided herein, the City's sole remedy in the event of Developer's uncured breach of any condition or obligation under this Agreement will be the City's right to terminate this Agreement. In addition, after the termination of this Agreement, Developer will not be required to repay any grants received prior to the termination of this Agreement. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

5. Term. Section V.J. of the Agreement is hereby amended as follows:

   This Agreement shall be effective on the date of delivery and execution provided herein and, unless terminated earlier pursuant to the provisions of this Agreement, shall terminate on September 2, 2015.

6. Notice. The notice addresses for Developer as set forth in Section V.L. of the Agreement are hereby deleted in their entirety and replaced as follows:

If to Developer: AC Village Park Partners, LLC
Attn: Scott Woodruff
8750 N. Central Expressway, Suite 1740
Dallas, TX 75231
Fax: (972) 888-8023

with a copy to: Michael McDoniel
207 San Jacinto, Suite 300
Austin, Texas 78701
Fax: (512) 474-0306

and a copy to: Tommy Mann
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Fax: (214) 745-5390

7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original.

IN WITNESS WHEREOF, the City Council of the City of Colleyville, Texas, and AC Village Park Partners, LLC have authorized and caused this First Amendment to be executed and delivered on this the ____day of ___________, 2015.

THE CITY OF COLLEYVILLE, TEXAS,
a Texas home rule municipality

By: __________________________
David Kelly, Mayor

ATTEST

____
City Secretary

APPROVED AS TO FORM:

____
City Attorney

AC VILLAGE PARK PARTNERS, LLC,
a Delaware limited liability company,
By: Centennial Colleyville Manager, LLC,
its managing member

By:__________________________

ACKNOWLEDGMENT:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this ___ day of __________, 2015, by _______________, ______________ of Centennial Colleyville Manager, LLC, a Texas limited liability company, as managing member of AC Village Park Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

[S E A L]

____
Notary Public, State of Texas

My Commission Expires:

____
Printed Name of Notary Public

____

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 5a **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1962
Type Ordinance
Department Community Development

Title
Consideration of a zoning change from the AG-Agricultural zoning district to the R-20-Single Family Residential zoning district on Abstract 294, of the R. Chowning Survey, located at 6200 and 6210 Pool Road, Case ZC15-014

Strategy Map Connection
There is no strategy map connection for this item.

Explanation
Second Reading and Public Hearing

There were no speakers regarding the request to rezone the property at the August 18, 2015 City Council meeting.

First Reading and Public Hearing

John Hodgkiss, the applicant, has submitted a request to change the zoning on 1.46 acres, located at 6200 and 6210 Pool Road. The applicant is requesting to rezone the property from the AG – Agricultural zoning district to the R-20-Single Family Residential zoning district in order to redevelop the property as three lots.

Existing Conditions. The subject property is currently unplatted. A subsequent plat will be required in order to create the three individual lots proposed by the zoning exhibit. The lot is 63,615 square feet in size and presently contains two single-family homes with accessory structures.

Statement of Planning Objectives. The applicant intends to demolish the existing structures in order to subdivide and redevelop the property. A triangular-shaped portion of Lot 13, Block 16 of the Highland Meadows Phase II Replat is intended to be included within Proposed Lot 14 on the subsequent plat in order to create a rectangular-shaped parcel and allow access from Highland Meadows Drive.

Lot Dimensions and Setbacks. Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the R-20 zoning regulations require a minimum lot size of 20,000 square feet with a minimum lot width of 100 feet and lot depth of 125 feet. The following additional standards are applicable to the R-20 zoning designation:

Minimum Front Yard Setback: 30 feet

Minimum Side Yard Setbacks: 10 feet

Minimum Rear Yard Setback: 25 feet

Maximum Lot Coverage: 30 percent

The proposed conceptual plan meets the minimum standards of the Land Development Code for the R-20 zoning district.

Surrounding Development Trends. Property to the north is zoned R-40-Single Family Residential and developed with a single family home. Land to the east is located within the city of Grapevine and developed with single family detached dwellings. To the south and west, property is zoned R-20-Single Family Residential and also contains residential uses.

Master Plan. The Future Land Use Plan designates the subject property for single family residential uses. The proposed rezoning is consistent with the Future Land Use Plan.

Public Notification. Staff mailed notices to eight property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. At the July 13, 2015 Planning and Zoning Commission meeting, one citizen came forward with questions regarding the development and did not express support or opposition.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the July 13, 2015 meeting by a vote of 6-0.

Summary. The proposed zoning change is consistent with the Future Land Use Plan, which designates the subject property as single family residential uses, and other areas of the City's comprehensive plan. In addition, the conceptual plan meets the requirements of the R-20-Single Family Residential zoning district and is consistent with the development pattern and existing zoning along Highland Meadows Drive. Staff recommends approval of the rezoning request.

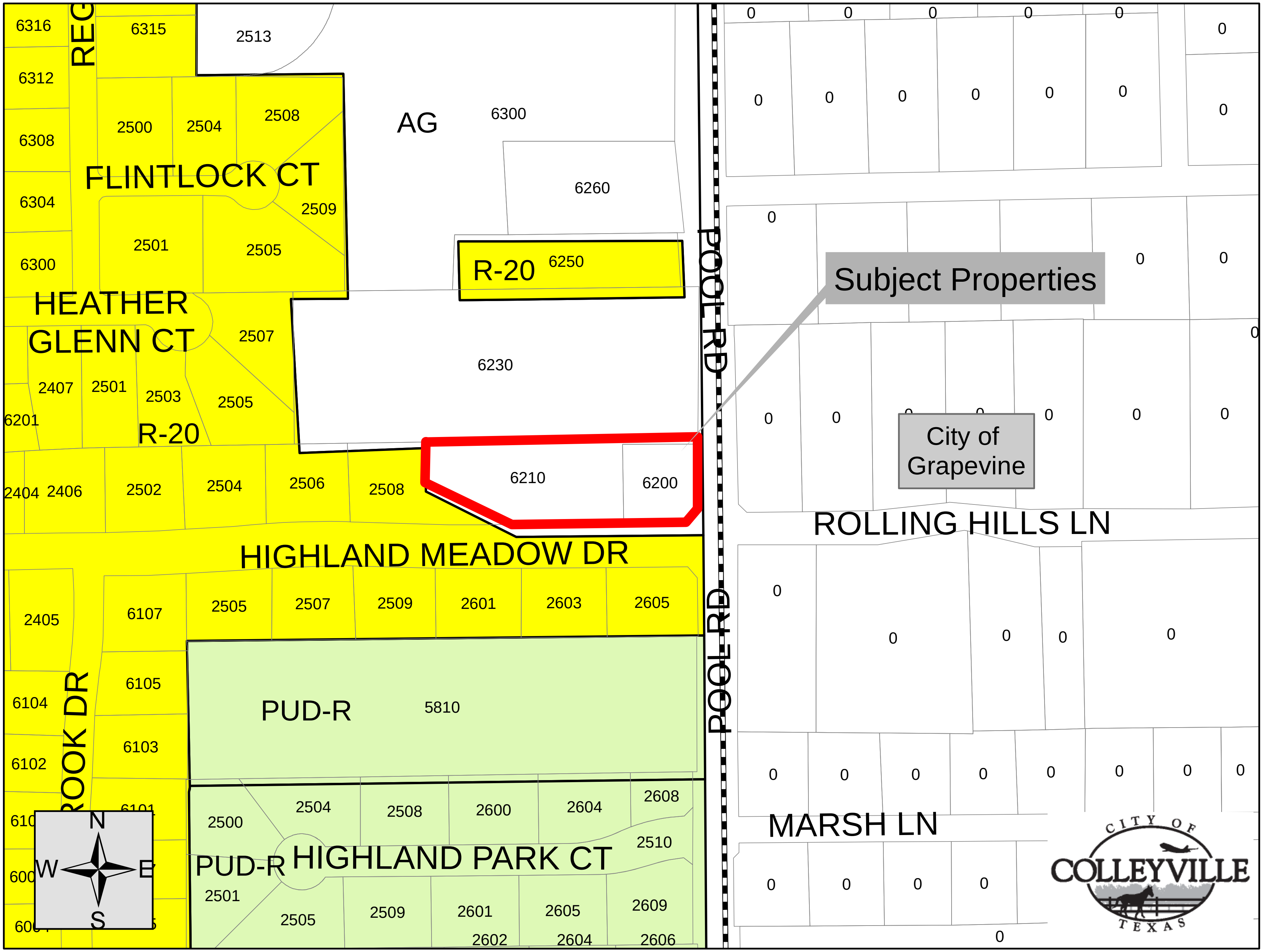
Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments

1. Location and Zoning Map
2. Aerial
3. Future Land Use Map
4. Buffer Map
5. Notification List
6. Speaker Cards from the July 13, 2015, Planning and Zoning Commission Meeting
7. Statement of Planning Objectives
8. Zoning Exhibit
9. Ordinance O-15-1962

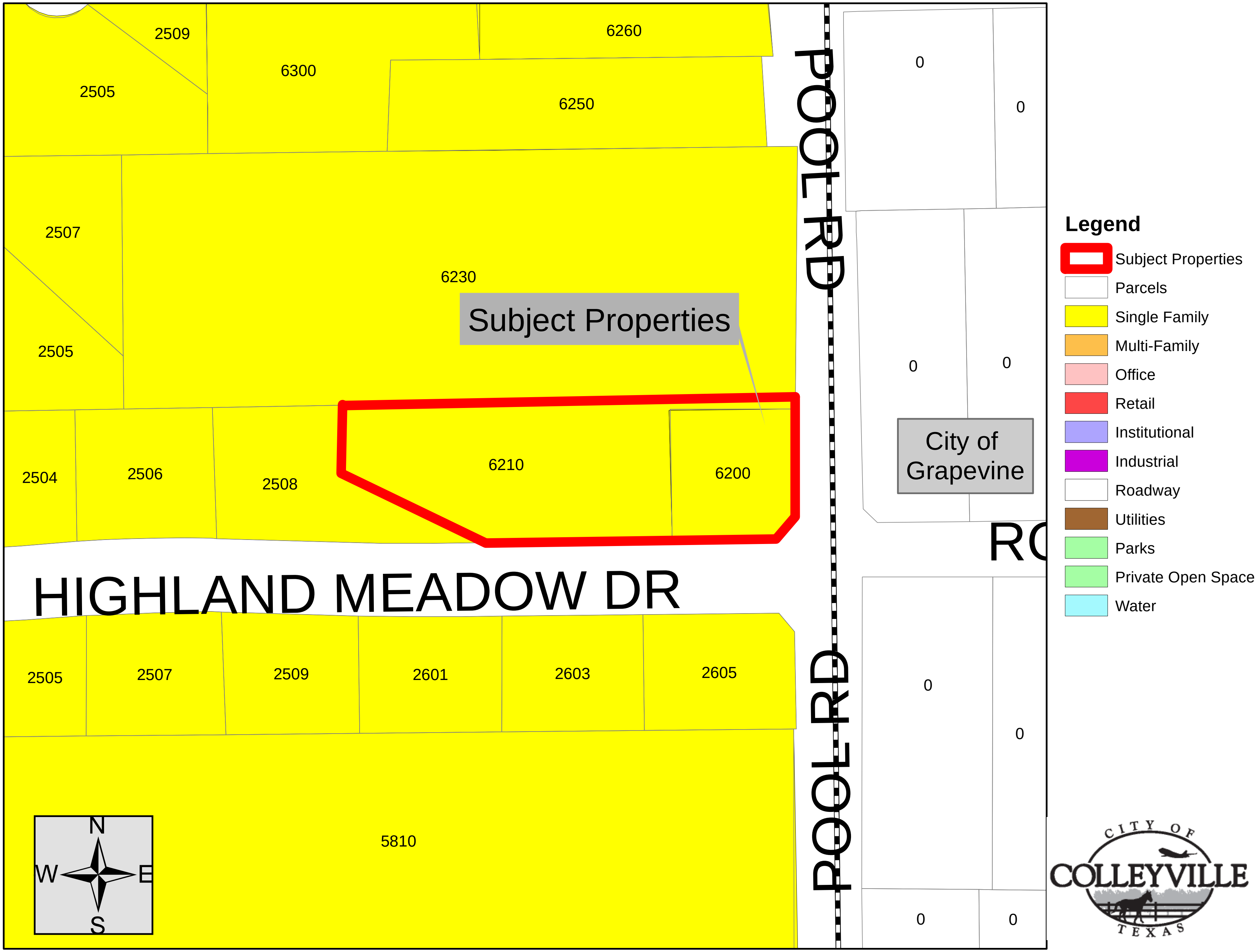
Location and Zoning Map

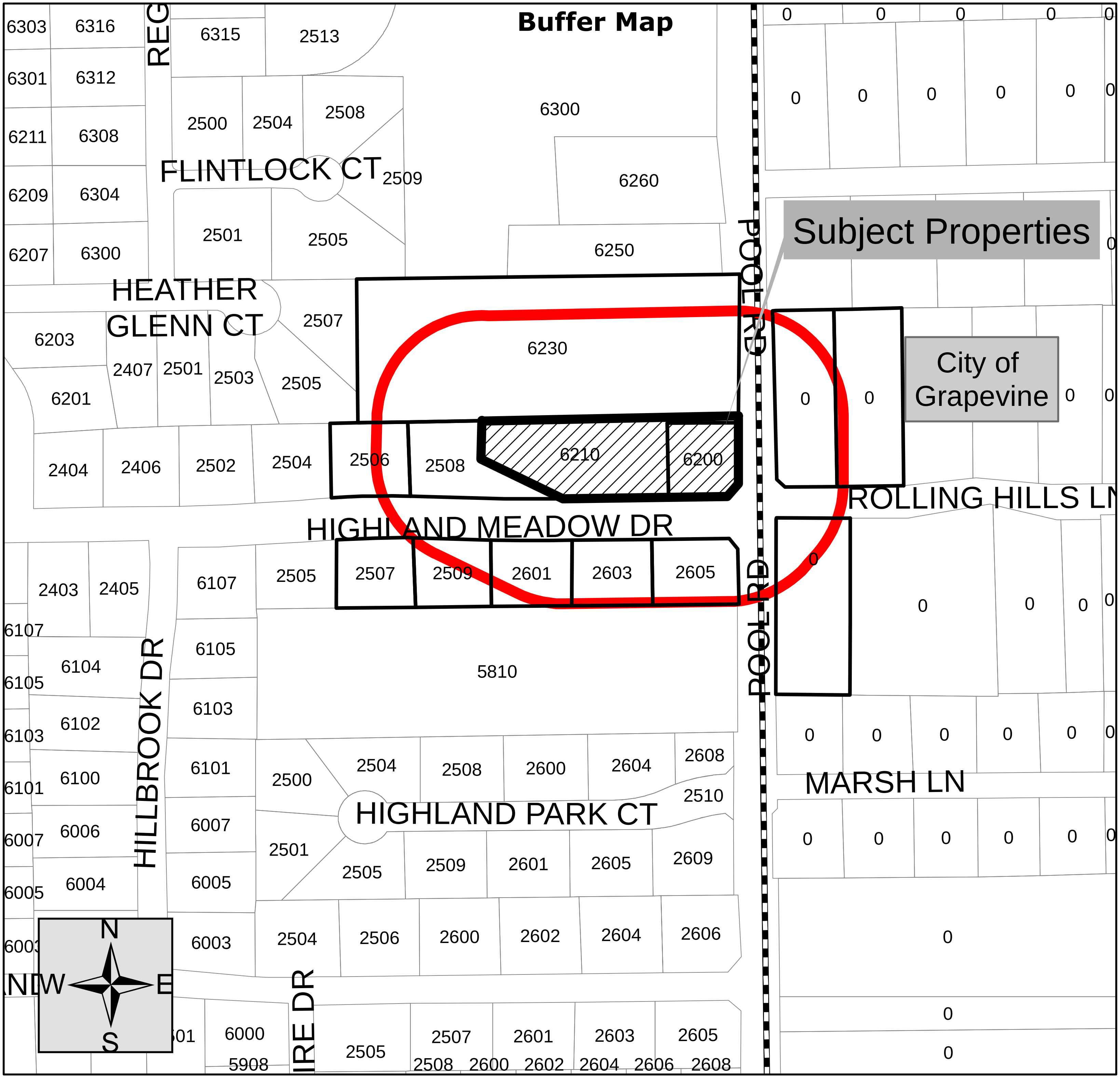


Aerial

POOL RD
Subject Properties
City of Grapevine
ROLLING H
HIGHLAND MEADOW DR
POOL RD
6260
2509
2505
6300
6250
2507
6230
2505
0
0
0
0
0
0
0
6210
6200
2504
2506
2508
2505
2507
2509
2601
2603
2605
0
0
0
5810
0
0
2500
2504
2508
2600
2604
2608
N
W
E
S
CITY OF
COLLEYVILLE
TEXAS

Future Land Use Map





Case ZC15-014

6200 and 6210
Pool Road

Legend

Properties within 200 feet

Subject Properties

Parcels

Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
HODGKISS JOHN L	309 S MAIN ST	GRAPEVINE	Texas	76051	6210 POOL RD
HODGKISS JOHN L	309 S MAIN ST	GRAPEVINE	Texas	76051	6200 POOL RD
PETERSEN SHAWN L	6230 POOL RD	COLLEYVILLE	Texas	76034	6230 POOL RD
BRECHT WILLIAM	2508 HIGHLAND MEADOW DR	COLLEYVILLE	Texas	76034	2508 HIGHLAND MEADOW DR
F H C TRUST	2140 HALL JOHNSON RD # 102-174	GRAPEVINE	Texas	76051	2506 HIGHLAND MEADOW DR
LUEVANO JAVIER A	2507 HIGHLAND MEADOW DR	COLLEYVILLE	Texas	76034	2507 HIGHLAND MEADOW DR
HENRY E EUEL	2509 HIGHLAND MEADOW DR	COLLEYVILLE	Texas	76034	2509 HIGHLAND MEADOW DR
WEITZER CHRISTOPHER P	2605 HIGHLAND MEADOW DR	COLLEYVILLE	Texas	76034	2605 HIGHLAND MEADOW DR
MADISON ANGIE	2603 HIGHLAND MEADOW DR	COLLEYVILLE	Texas	76034	2603 HIGHLAND MEADOW DR
TUGGEY MATHEW	2601 HIGHLAND MEADOW DR	COLLEYVILLE	Texas	76034	2601 HIGHLAND MEADOW DR
Grapevine-Colleyville ISD	3051 Ira E. Woods Ave.	Grapevine	Texas	76051	State law required
City of Grapevine	PO BOX 95104	Grapevine	Texas	76099	Courtesy Notice
HIGHLAND MEADOWS HOA	PO BOX 662	COLLEYVILLE	Texas	76034	Courtesy Notice
JOHN HODGKISS	309 S MAIN ST	GRAPEVINE	Texas	76051	APPLICANT

Public hearing notices were
mailed Friday, June 26, 2015
by Taci Wrisley

Speaker Cards from the July 13, 2015, Planning and ZoningCommission Meeting

Date: 7-13-15 **SPEAKER CARD**

X I will speak **In Support** of this item.
___ I will speak **In Opposition** to this item.
___ I do not wish to speak, but please record my: □**support** □**opposition**

Agenda Item Number: 4D

Name: TREVOR TRUSS

Address: 8241 MID CITIES BLVD, # 100

City: NRH **State:** TX **Zip Code:** 76182

Telephone Number: 817-268-0408 **Representing:** HAMILTON DUFFY, PC (organization/self)

* AVAILABLE TO ANSWER QUESTIONS

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [signature]

This information is a Public Record.

Date: 7-13-15 **SPEAKER CARD**

___ I will speak **In Support** of this item.
___ I will speak **In Opposition** to this item.
✓ I do not wish to speak, but please record my: □**support** □**opposition**

✓ AVAILABLE TO ANSWER QUESTION

Agenda Item Number: 4d

Name: JOHN L. HODGKISS

Address: 6104 SUNDERLAND

City: COLLEYVILLE **State:** TX **Zip Code:** 76034

Telephone Number: (214) 926-5407 **Representing:** SELF (organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: John L Hodgkiss

This information is a Public Record.

Speaker Cards from July 13, 2015

Date: July 13, 2015

SPEAKER CARD

? I will speak **In Support** of this item. Unsure - would like clarification on item.

? I will speak **In Opposition** to this item.

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

Agenda Item Number: 4d

Name: Mary Ann Nicholson

Address: 2101 High Gate Drive

City: Colleyville **State:** TX **Zip Code:** 76034

Telephone Number: (817) 291-4369 **Representing:** Highland Meadows HOA

(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Mary Ann Nicholson

This information is a Public Record.

June 15, 2015

LETTER OF INTENT – STATEMENT OF PLANNING OBJECTIVES

RE: Proposed Single Family Development (R-20)
NW Corner of Pool Road and Highland Meadows Drive
Colleyville, Texas

Per Zoning Application Checklist requirements, we hereby submit this letter of intent for proposed development. We intend to develope this property into three (3) R-20 lots similar to the neighborhood to which we border to west and south. Currently, this property is zoned AG and is surrounded by developed neighborhoods zoned R-20.

Rather than request a planned development and produce sub-20,000 square foot lots, we have decided to rezone this property for R-20 lots similar to our surrounding. It is our intent to sell lots likely to custom builders that will result in price points for homes in the $650,000 to $850,000 range.

We would like to have this property entitled by the end of the summer with construction beginning in early fall and lots available for builders by late fall for the 2016 spring season.

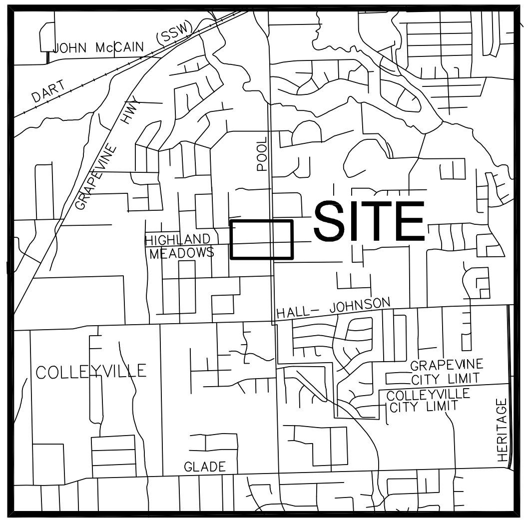
Sincerely,

HAMILTON DUFFY, P.C.

Keith Hamilton

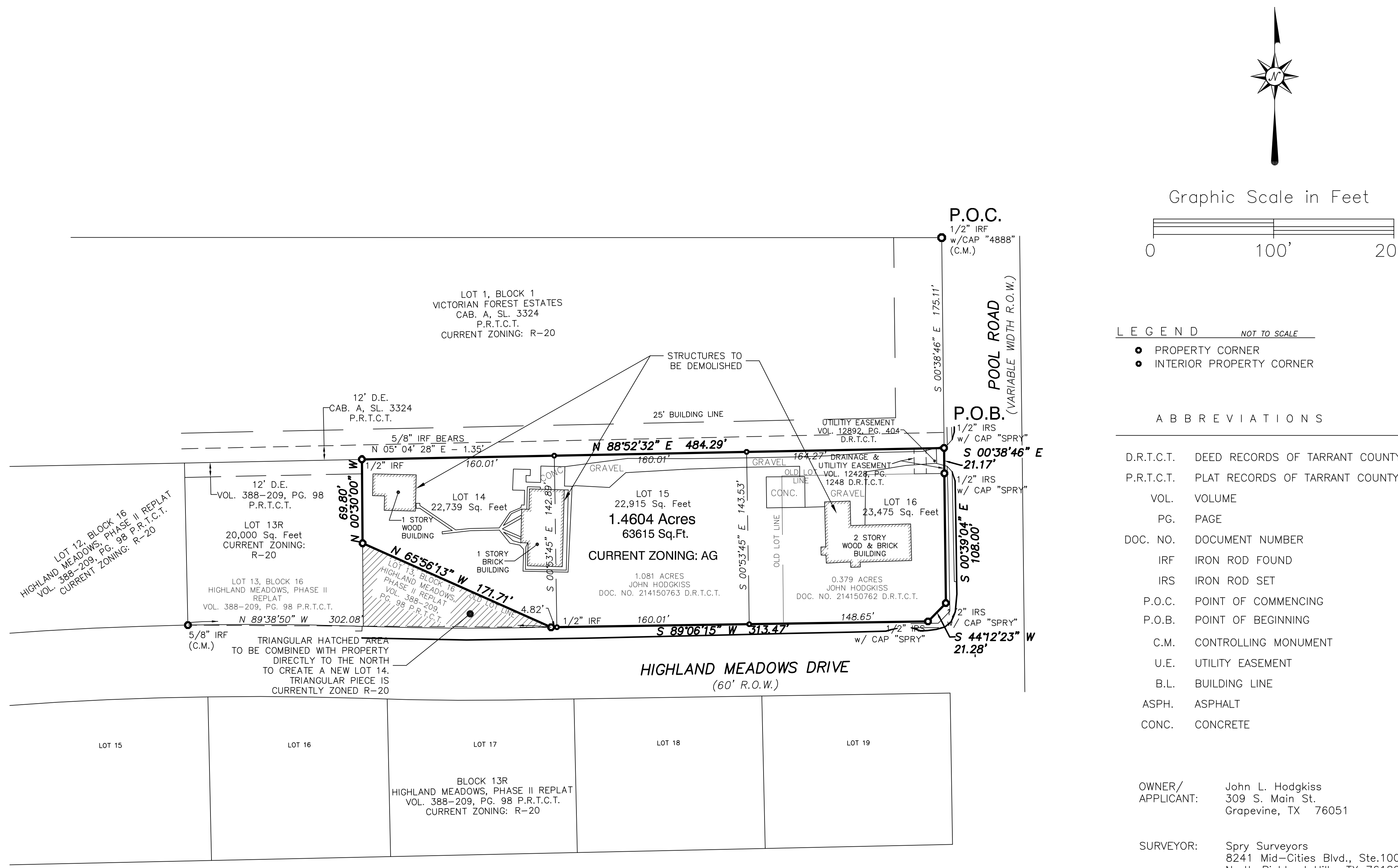
8241 Mid-Cities Blvd., #100 North Richland Hills, TX 76182
(817) 268-0408 Fax (817) 284-8408

Zoning Exhibit



VICINITY MAP

NOT TO SCALE



L E G E N D *NOT TO SCALE*

- PROPERTY CORNER
- INTERIOR PROPERTY CORNER

A B B R E V I A T I O N S

D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
IRF	IRON ROD FOUND
IRS	IRON ROD SET
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
C.M.	CONTROLLING MONUMENT
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
ASPH.	ASPHALT
CONC.	CONCRETE

N O T E S

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.

2. According to the Flood Insurance Rate Map No. 48439C0095 K, published by the Federal Emergency Management Agency, dated: September 25, 2009, the surveyed property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.

3. There does exist interior fences, wood decks, walkways and stairs not shown on this survey.

4. The basis of bearing for the property shown hereon is the deed recorded in Doc. No. D214150763, D.R.T.C.T.

OWNER/APPLICANT: John L. Hodgkiss
309 S. Main St.
Grapevine, TX 76051

SURVEYOR: Spry Surveyors
8241 Mid-Cities Blvd., Ste.100
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000

STATE OF TEXAS REGISTERED DAVID CARLTON LEWIS 5647 PROFESSIONAL LAND SURVEYOR

JULY 16, 2014
CERTIFICATE DATE

I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey.

This document shall not be recorded for any purpose. This drawing shall be used for

REVIEW PURPOSES ONLY

David Carlton Lewis
R.P.L.S. No. 5647

Date: JUNE 22, 2015

DAVID CARLTON LEWIS, R.P.L.S. NO. 5647

This survey is issued in conjunction with the Metes and Bounds Description by Spry Surveyors, hereby referenced as Exhibit A. This Survey is Exhibit B.

ZONING EXHIBIT
FOR ZONING CHANGE REQUEST FROM AG TO R-20

1.4604 ACRES
IN THE R. CHOWNING SURVEY NO. 294
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

ISSUE DATE: 06/22/2015	SCALE: 1" = 100'	PROJECT NO.: 034-122-50

SPRY SURVEYORS
8241 Mid-Cities Blvd., Suite 100 • North Richland Hills, TX 76182
Ph 817-494-6359 • spry@sprysurveyors.com • www.sprysurveyors.com
Firm Reg. No. 10112000

Jun 22, 2015 - 10:02am
S:\JobFolders\034_Hamilton Duffy\034-122 6200 Pool Rd - Colleyville\50-Exhibit\ spry-6200PoolZoning.dwg

ORDINANCE O-15-1962

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.46 ACRES ON ABSTRACT 294 OF THE R. CHOWNING SURVEY, LOCATED AT 6200 AND 6210 POOL ROAD, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE R-20-SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case ZC15-014; and

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

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

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; and to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.46 acres on Abstract 294 of the R. Chowning Survey, located at 6200 and 6210 Pool Road, from the AG-Agricultural zoning district to the R-20-Single Family Residential zoning district, as depicted in the attached Exhibit “A” and Exhibit “B”.

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 18th day of August 2015.

The second reading and public hearing being conducted on the 1st day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the ___________ day of ________________________ 2015.

ATTEST:

Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A”- Location and Zoning Map

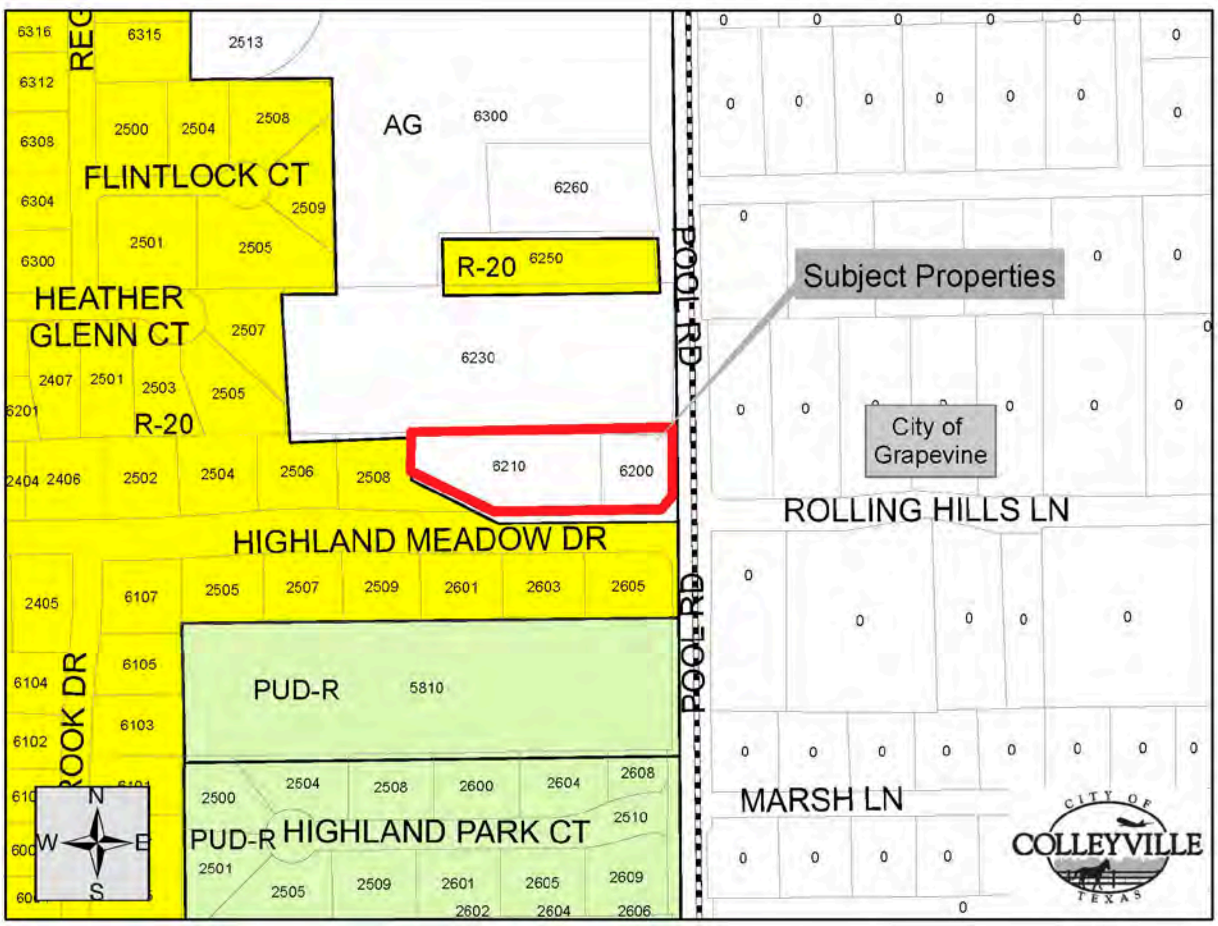


Exhibit "B" – Legal Description

METES AND BOUNDS DESCRIPTION
1.4604 ACRES
IN THE R. CHOWNING SURVEY, A-294
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

All that certain 1.4604 acres of land, being all of the called 0.379 of an acre tract, described in the deed to John Hodgkiss, recorded in Document Number D214150762 in the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and all of the called 1.081 acre tract, described in the deed to John Hodgkiss, recorded in Document No. D214150763, D.R.T.C.T., in the R. Chowning Survey, A-294, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (all bearings shown hereon are based on the deed for the said 1.081 acre tract.)

Commencing at a 1/2" iron rod with a cap stamped "4888" found for the northeast corner of Lot 1, Block 1, Victorian Forest Estates, recorded in Cabinet A, Slide 3324, in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the west right-of-way line of Pool Road (Variable Width R.O.W.); Then South 00° 38' 46" East – 175.11' along the east line of said Lot 1, Block 1, Victorian Forest Estates, common to the west right-of-way line of said Pool Road, to a 1/2" iron rod with a cap stamped "SPRY" set for POINT OF BEGINNING and northeast corner of said 0.379 acre tract;

THENCE South 00° 38' 46" East - 21.17' along the east line of said 0.379 acre tract, common to the west right-of-way line of said Pool Road, to a 1/2" iron rod with a cap stamped "SPRY" set for an angle corner of the herein described tract;

THENCE South 00° 39' 04" East - 108.00' along the east line of said 0.379 acre tract, common to the west right-of-way line of said Pool Road, to a 1/2" iron rod with a cap stamped "SPRY" set for the most easterly southeast corner of the herein described tract;

THENCE South 44° 12' 23" West - 21.28' to a 1/2" iron rod with a cap stamped "SPRY" set for the most southerly southeast corner of the herein described tract, in the north right-of-way line of Highland Meadows Drive (60' right-of-way);

THENCE South 89° 06' 15" West, along the north right-of-way line of said Highland Meadows Drive, passing a 1/2" iron rod found at a distance of 308.66' and continuing for a total distance of 313.47' to the most southerly southwest corner of the herein described tract, from which a 5/8" iron rod found for the southwest corner of Lot 13, Block 16, Highland Meadows, Phase II Replat, recorded in Volume 388-209, Page 98, P.R.T.C.T common to the southeast corner of Lot 12, Block 16, Highland Meadows, Phase II Replat, bears North 89° 38' 50" West – 302.08';

THENCE North 65° 56' 13" West - 171.71' to the most westerly southwest corner of the herein described tract, in the west line of said 1.081 acre tract, common to the east line of said Lot 13, Block 16, Highland Meadows, Phase II Replat,;

Exhibit “B” – Legal Description

THENCE North 00° 30' 00" West - 69.80' along the west line of said 1.081 acre tract, common to the east line of said Lot 13, Block 16, Highland Meadows, Phase II Replat, to a 1/2” iron rod found for the northwest corner of the herein described tract, in the south line of said Lot 1, Block 1, Victorian Forest Estates, and from which a 5/8” iron rod found bears North 05° 04’ 28” East – 1.35’;

THENCE North 88° 52' 32" East - 484.29' along the south line of said Lot 1, Block 1, Victorian Forest Estates, to the POINT OF BEGINNING and containing 1.4604 acres of land.

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

Agenda Number 6a | Agenda Date 09/01/2015 | Number Ordinance O-15-1963
Type Ordinance
Department Community Development

Title
Consideration of a zoning change from the R-40-Single Family Residential Districtto the PUDR-Planned Unit Development Residential District, Lot 4, Block1, of the Lavaca Trail Addition, located at 1013 Lavaca Trail, Case ZC15-012

Explanation
First Reading and Public Hearing

The applicant, John Fegan, is requesting to rezone the subject property from R-40–Single Family Residential District to PUD-R – Planned Unit Development – Residential District (PUD-R) to allow 16 single family residential lots and one common open space lot fronting on a proposed public, north-south street. The subject property consists of approximately 5.11 acres and contains one single family residence and associated accessory structures.

Existing Conditions. The subject property is currently zoned R-40–Single Family Residential District and is platted as Lot 4, Block 1, of the Lavaca Trail Addition. Approval of a combination preliminary/final plat will be required, prior to the issuance of a building permit, should the rezoning request be approved.

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives with an associated zoning exhibit (attached) which contain a description of the proposed development.

Development Standards. The PUD-R regulations require a minimum lot size of 13,000 square feet with a minimum lot width of 100 feet and lot depth of 120 feet. Average lot size for PUD-R projects is required to be 16,000 square feet. Per the Statement of Planning Objectives, the applicant proposes the following development standards:

Minimum Lot Area: 7,200 square feet
Minimum Lot Width: 50 feet
Minimum Lot Depth: 75 feet
Front Building Line: 15-20 feet (15 feet minimum on Lots 1, 2, 15, and 16)
Rear Building Line: 15 feet
Side Building Line: 5 feet

The applicant is proposing a development that is not consistent with the requirements for PUD-R's in the Land Development Code, but it meets the requirements of the PUD-R's density bonus allowance to exceed 1.8 dwelling units per acre since there are additional enhancements to the open space area as described below. The density bonus directly relates to lot area and dimension deviations from the minimums, required in a standard PUD-R as stated above, and as proposed by the applicant. Elevations of the proposed residences were not provided for review, but a narrative description and reference to a similar product was provided in the Statement of Planning Objectives.

The applicant has stated that the homes will be one and two-story homes with steep roof pitches (10:12 to 12:12). The lots will also have decorative or exposed aggregate driveways with a minimum of two trees in each front yard. Lay-down street curbs for smooth driveway transitions and two-car garages with cedar doors are also proposed.

Open Space and Landscaping. The PUD-R regulations require a minimum 20 percent of the development be reserved for open space for use by the residents of the development. The proposed Site Plan for the development indicates that 42,580 square feet (.98 acres) of open space will be provided. This equates to 19.1 percent of the gross project area. The applicant's description of the drainage for the project is below in the Drainage and Stormwater Runoff section. The open space is proposed to be a greenbelt or "linear park" that will be oriented north-south between the proposed street and the western property line.

The design requirements for required open space in the PUD regulations state that where common open space areas are adjacent to street rights-of-way, the depth must be a minimum of 25 feet with one three-inch caliper tree per 50 linear feet of frontage. The proposed greenbelt exceeds this requirement by providing a depth of 25 feet along most of the length, but exceeding 25 feet at both the entry to the development and along the western side of the cul-de-sac and by proposing one three-inch caliper tree for every 40 feet of street frontage along the proposed north-south street, instead of one for every 50 feet. Although the open space proposed is slightly less than 20 percent at 19.1 percent, the applicant has exceeded the minimum intent of the design requirements contained in the PUD regulations by providing additional landscaping with a functional and integrated design. All open space areas will be owned and maintained by the Homeowners' Association (HOA).

Screening. The applicant is proposing to construct stone and brick columns with ornamental wrought iron fencing along Lavaca Trail, in addition to an entry feature monument sign designating the development as Lavaca Villas Court. The residential fences on the subject property's east side, and the landscaped greenbelt along the south and west sides of the subject property will also contribute to screening of the subject property to and from adjacent uses. All common area fencing and signage will be owned and maintained by the development's HOA.

Sidewalks and Trails. A four-foot wide sidewalk is proposed along the east side of the proposed north-South street, which will be constructed as each home is built. The sidewalk will connect to an eight-foot trail along Lavaca Trail that will be constructed prior to the issuance of a building permit for the homes, along with the entry screening and monument.

Right-of-Way Dedication. Lavaca Trail is classified as a Minor Collector on the Master Thoroughfare Plan, which requires 75 feet of right-of-way. The project is proposing to dedicate 37.5 feet of right-of-way as required.

Traffic Generation and Access. The applicant is not required to provide a Traffic Impact Analysis, since the development is not projected to generate in excess of 1,000 vehicle trips per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960's, primarily in suburban locations. Single-family residences are expected to generate 9.57 trips per day, on average. Based on this average, a 16 lot development would add approximately 154 vehicle trips per day to the surrounding roadways. Access to the project will be provided by one un-gated access point on Lavaca Trail, and a potential future connection in the southwest corner of the subject property as designated by a proposed 50-foot public access easement on the attached zoning exhibit.

Development Fees. Park Land Dedication Fees are due in the amount of $1,802 per residential lot, prior to the plat being filed with the Tarrant County Clerk.

Roadway Impact Fees are due in the amount of $4,941 per residential lot, at the time of the building permit application.

Water and Wastewater Impact Fees are due at the time of the building permit application. Fees for a typical 5/8 inch meter are $2,491 for the water impact fee and $643 for the wastewater impact fee, per home.

Tree Preservation. As required by Chapter 5 (Tree Preservation) of the Land Development Code, approval of a tree survey and mitigation plan will be required with an associated plat application, and a Tree Removal Permit will be required prior to the removal of any tree on the subject property. The applicant is proposing to make “every effort to preserve trees” according to the Statement of Planning Objectives, but is not proposing to designate trees for preservation with this request.

Infrastructure. Water service will be obtained through a looped system connecting to an existing main on Emmas Court to the east. Sanitary sewer service will also be extended through the development. The developer is responsible for the extension of water and sewer service lines to the individual lots.

Drainage and Stormwater Runoff. A portion of the property is located within the floodplain, necessitating that a detailed flood study be provided prior to development. It is anticipated that the applicant will submit a Letter of Map Revision (LOMR) relating to the FEMA floodplain to ensure that all building pads are located outside of the floodplain.

The applicant has provided the following description of the development's detention: "The project has been designed in accordance with the City's Uniform Development Code, to safely convey onsite and offsite stormwater runoff to the existing concrete channel at Emerald Park. The proposed storm water conveyance systems (both the roadway and parallel swale), provide for some storage of the overall water volume, but are not a traditional detention basin. Construction of the swale, west of the roadway will terminate at the south end of the property in a depression with a grate inlet at the bottom, similar to a detention basin; but again, this is not a traditional detention facility and we therefore did not delineate this 5,000 square-foot area as a detention basin."

Residential Density. The Master Plan suggests a maximum residential density of 1.8 dwelling units per acre, in most situations. The Land Development Code states that densities higher than 1.8 units per acre in PUD-R's could be acceptable in those areas deemed consistent with sound land use planning principles, such as a transitional area situated between commercial uses and less dense residential developments, or near major street intersections.

The project area is situated east of commercial uses along Precinct Line Road, currently located between existing single family residential uses on its west, south, and east sides (in addition to the single family residential uses to the north, across Lavaca Trail). Per the PUD regulations in the Land Development Code, "The maximum residential density permitted in a PUD-R district, or in a PUD-C district where residential uses are proposed, shall not exceed 1.8 dwelling units per gross acre. For the purpose of this regulation, the density calculation shall include all residential areas of the project and one-half of any abutting street situated adjacent to the project. This calculation shall exclude all proposed non-residential acreage from the gross acreage."

The proposed development of 16 residential units on 5.07 net acres will produce a residential density of 5.5 dwelling units per acre (16 residential units divided by 2.89 acres of net area, subtracting proposed right-of-way). The following are the residential densities of other PUD-R developments located in close proximity to the proposed development:

- Emerald Park (directly south of the proposed development): 4.6 dwelling units per acre

- Villas of Colleyville (north of the proposed development): 3.9 dwelling units per acre

- Rosewood Villas (northeast of the proposed development): 4.5 dwelling units per acre

The attached Small Lot Development Comparison Chart provides a listing of approved developments since 1996 with small lots and residential densities that exceed 1.8 dwelling units per acre. The proposed density is within the range of previously approved PUD-R densities and is compatible with adjacent properties. The applicant has provided a development proposal that meets the requirements of the PUD-R's density bonus allowance to exceed 1.8 dwelling units per acre since there are additional enhancements to the open space area as described above.

The applicant is proposing to build a product that allows for modest on-lot landscaping with functional and integrated open space for the development. The development is situated between other properties with adequate screening and minimal frontage along Lavaca Trail, in addition to providing proposed architectural details that reflect high quality home appearance.

Surrounding Development Trends. The table below reflects the surrounding zoning and existing land uses for the subject property as further illustrated on the attached location map:

R-40 Single Family Residential (Single Family Home)	PUD-R (Villas of Colleyville Residential Subdivision)	R-20 Single Family Residential (Lavaca Trail Estates Residential Subdivision)
R-40 Single Family Residential (Single Family Home)	*Subject Property Proposed PUD-R (Residential Subdivision)*	R-20 Single Family Residential (Lavaca Trail Estates Residential Subdivision)
R-40 Single Family Residential (Single Family Home)	PUD-R (Emerald Park Residential Subdivision)	R-20 Single Family Residential (Lavaca Trail Estates Residential Subdivision)

Master Plan. The Future Land Use Map designates the subject property as Office. Although the request is inconsistent with the Future Land Use Map, the development proposed is consistent with the Master Plan's goal of applying sound land use planning principles.

Public Notification. Staff mailed notices to 38 adjacent property owners as well as all Homeowners Associations within 500 feet of the subject property, and the Keller ISD, regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, staff has received three letters and a petition in opposition to the rezoning request. Ten speaker cards in opposition to the request were submitted at the Planning and Zoning Commission meeting. Based on the opposition letters, speaker cards, and petition which has been received from property owners within 200 feet, a supermajority vote is required for approval of the rezoning request.

Supermajority Vote Requirement. The current opposition of property owners within two hundred (200) feet is 51.13 percent, and a supermajority vote is required. Section 1.18.B(8) of the Land Development Code states that "No change of which the Planning and Zoning Commission has recommended denial or in case of a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. In computing the percentage of land area, the area of streets and alleys shall be included in the computation". Therefore, a minimum of six of seven votes are required in order for the City Council to approve this item.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the August 10, 2015 meeting by a vote of 7-0, with the following additional special ordinance provisions:

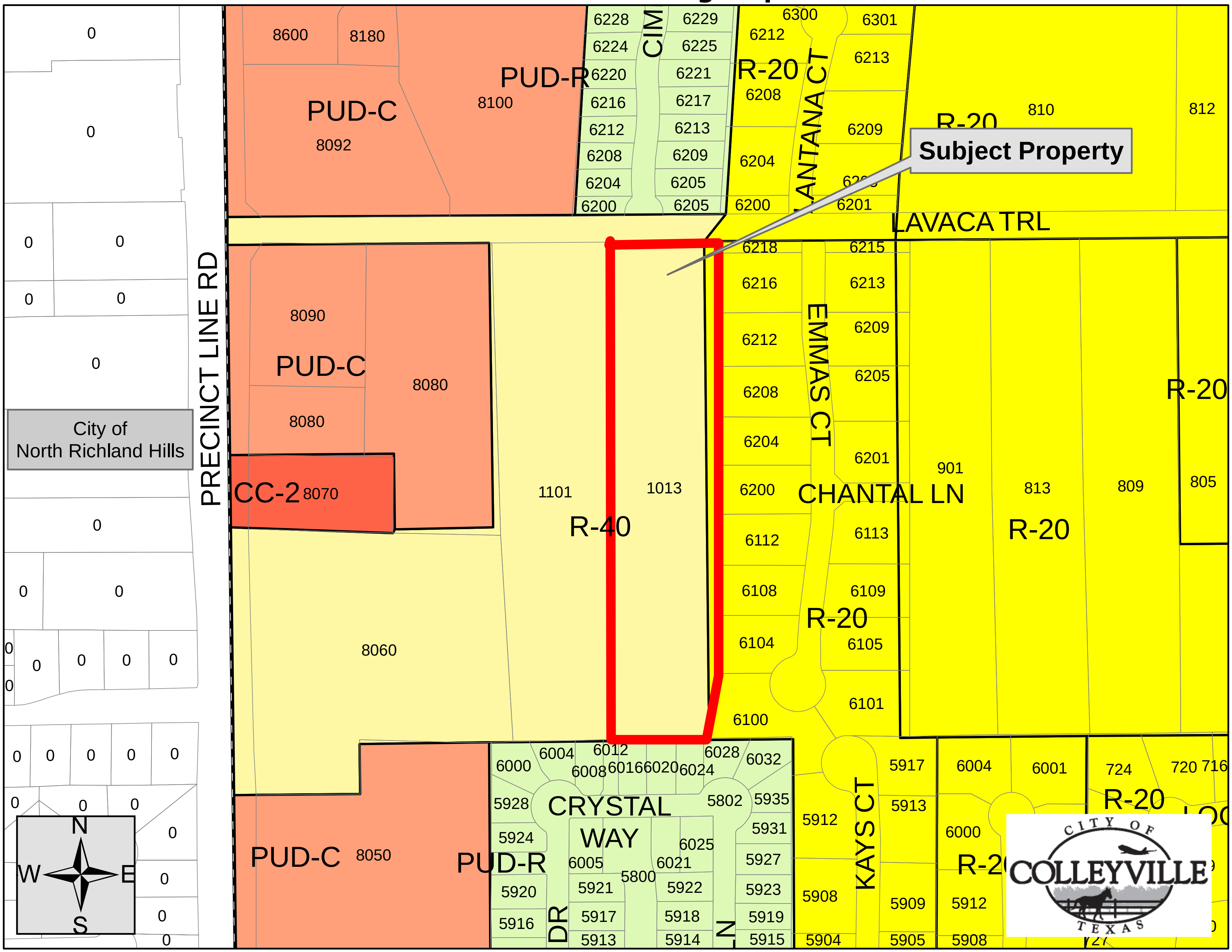
1. The Rear Building Line shall be 20 feet (15 feet minimum on Lots 1, 2, 15, and 16)
2. There shall be a minimum of two minimum three-inch caliper trees, at the time of planting, in the rear yard of each residential lot.

Summary. The proposed development contains 16 single family lots and one common area with a residential density of 5.5 dwelling units per acre, and a total open space percentage of approximately 19.1 percent. The proposed open space and lot sizes are in compliance with the Land Development Code's PUD regulations, as applied with the density bonus, and the 19.1 percent open space that is proposed provides a high quality amenity to the potential future residents, while serving functional objectives. The proposed development pattern and density are compatible with the project's immediate vicinity. Staff recommends approval of the proposed rezoning request with the special ordinance provisions as outlined in the attached proposed ordinance.

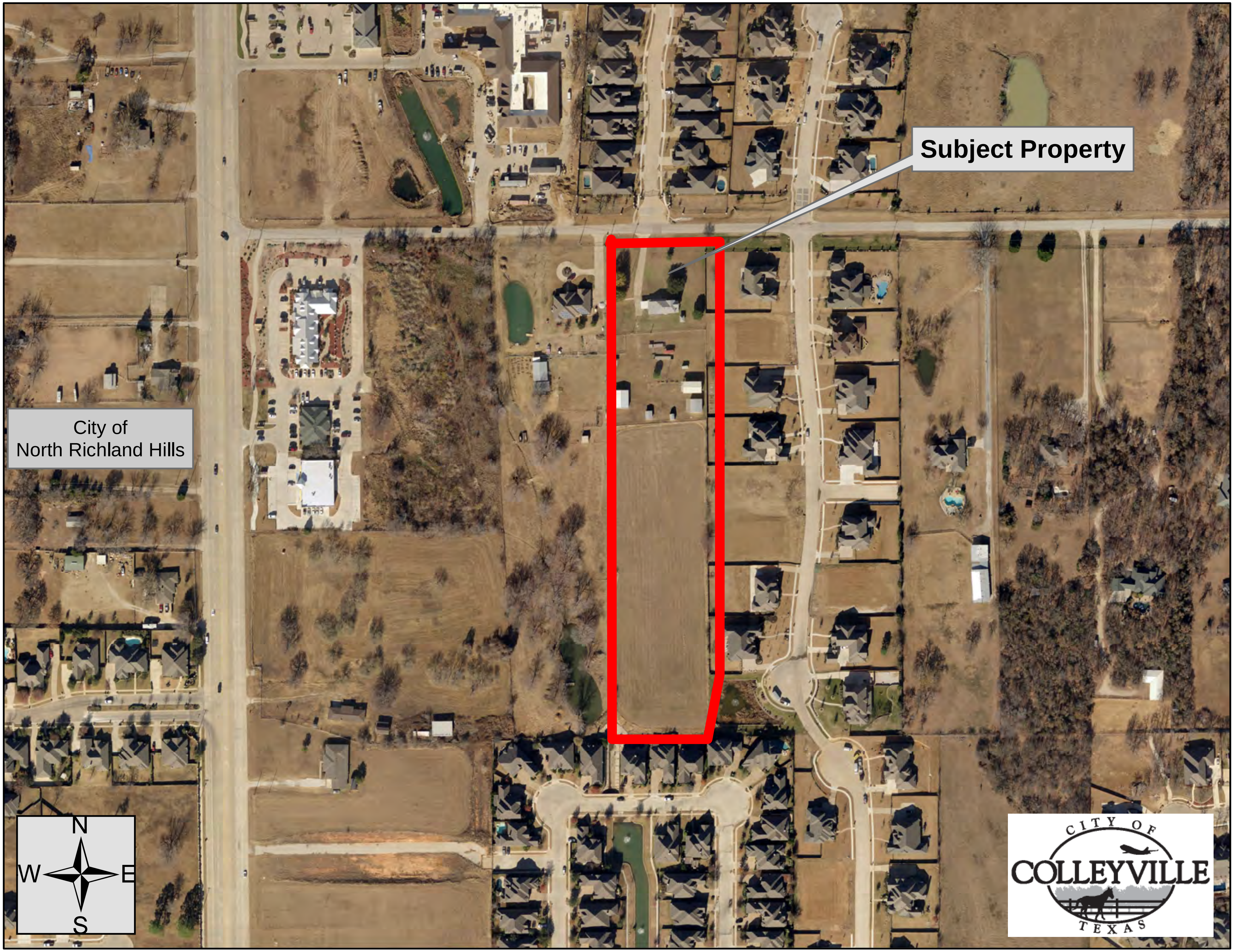
Recommendation
Approve

Attachments
1. Location and Zoning Map
2. Aerial
3. Future Land Use
4. Buffer Map
5. Notification List
6. Letters of Opposition
7. Petition Received August 19, 2015
8. Opposition Map
9. Small Lot Development Comparison Chart
10. Statement of Planning Objectives
11. Zoning Exhibit
12. Ordinance O-15-1963

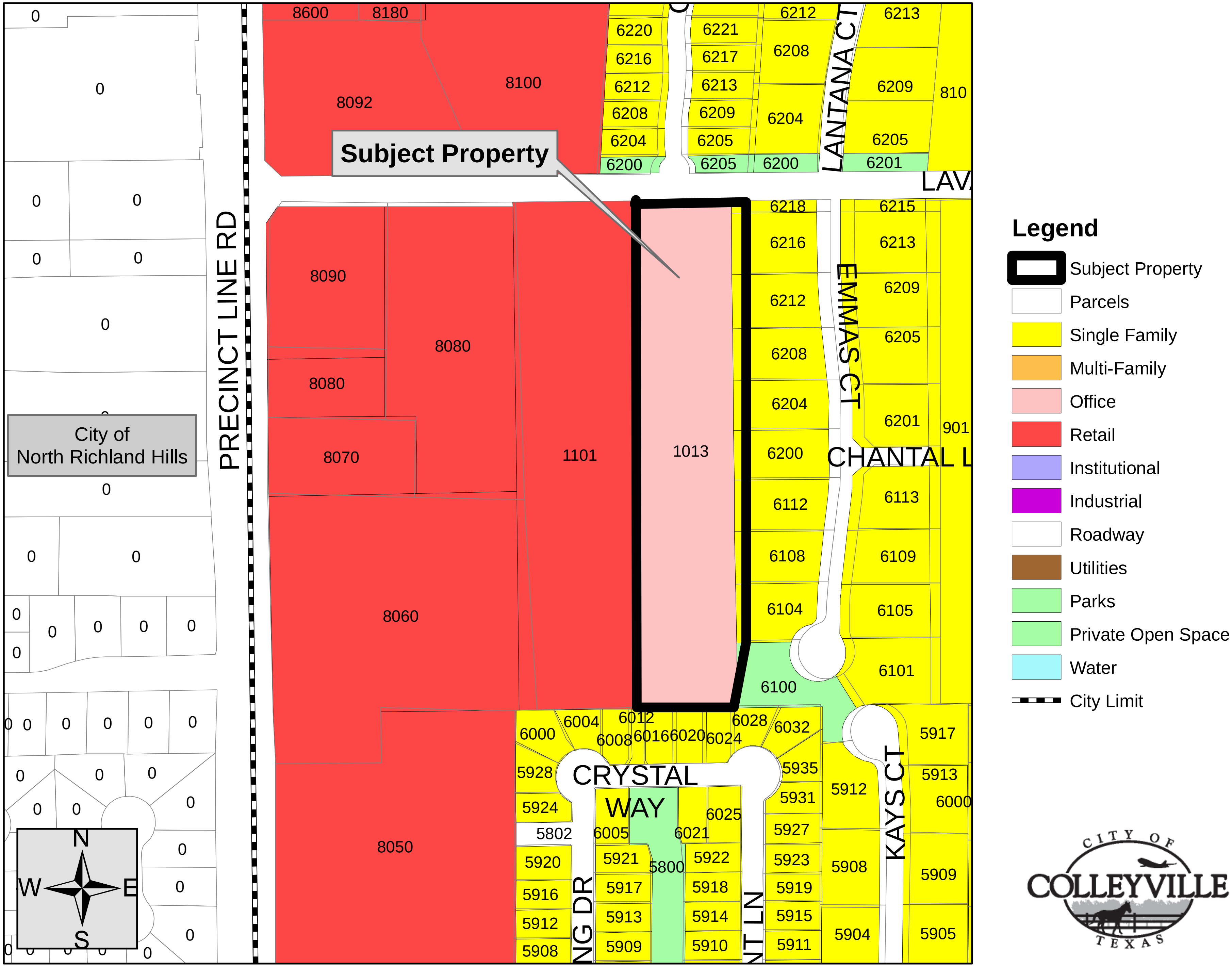
Location and Zoning Map



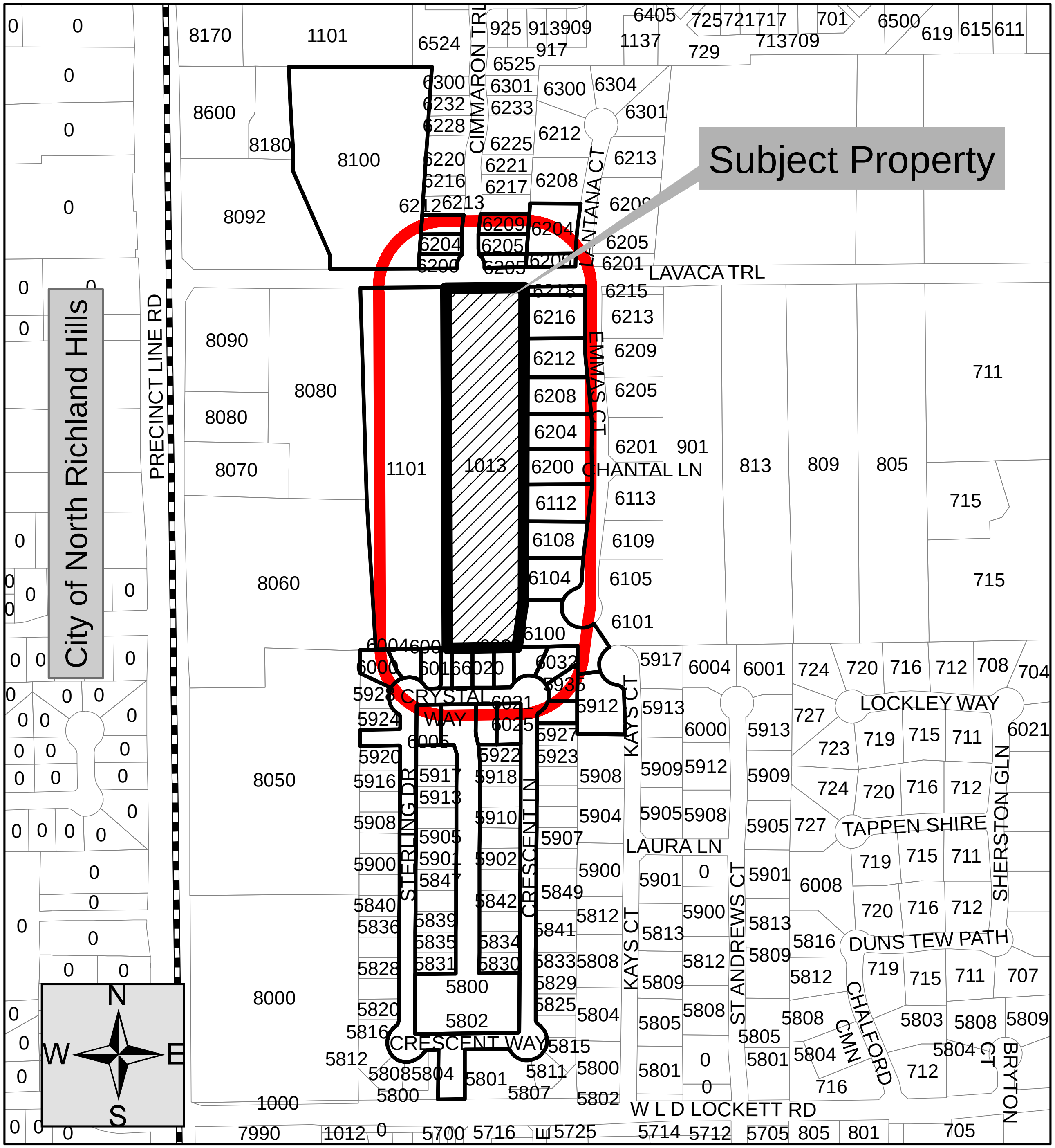
Aerial


Subject Property
City of
North Richland Hills
N
W
E
S
CITY OF
COLLEYVILLE
TEXAS

Future Land Use



Buffer Map



Case ZC15-012

1013 Lavaca Trail

Legend

Properties within 200 feet

Subject Property

Parcels

CITY OF COLLEYVILLE TEXAS

Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
HSU LISA L W	6204 LANTANA CT	COLLEYVILLE	TEXAS	76034	6204 LANTANA CT
LAVACA PARC HOMEOWNERS ASSC	1540 KELLER PKWY STE 108-151	KELLER	TEXAS	76248	6200 LANTANA CT
JAETZOLD CORY B	6204 EMMAS CT	COLLEYVILLE	TEXAS	76034	6204 EMMAS CT
STURGEON JOHN M III	6112 EMMAS CT	COLLEYVILLE	TEXAS	76034	6112 EMMAS CT
A R A F INC.	17320 MARIANNE CIR	DALLAS	TEXAS	75252	6200 EMMAS CT
MOTI SALEEM	6216 EMMAS CT	COLLEYVILLE	TEXAS	76034	6216 EMMAS CT
L T ESTATES HOA INC	215 W COLLEGE ST	GRAPEVINE	TEXAS	76051	6218 EMMAS CT
WARRICK DAVID	6104 EMMAS CT	COLLEYVILLE	TEXAS	76034	6104 EMMAS CT
PATEL SHAILESH	6108 EMMAS CT	COLLEYVILLE	TEXAS	76034	6108 EMMAS CT
RIFFE BRYAN D	6208 EMMAS CT	COLLEYVILLE	TEXAS	76034	6208 EMMAS CT
AJBANI VIVEK CHANDRAKANT	6212 EMMS CT	COLLEYVILLE	TEXAS	76034	6212 EMMAS CT
USMC COLLEYVILLE LLC	14881 QUORUM DR STE 250	DALLAS	TEXAS	75254	8100 PRECINCT LINE RD
L T ESTATES HOA INC	215 W COLLEGE ST	GRAPEVINE	TEXAS	76051	6100 EMMAS CT
RUGGERE JUDY	1013 LAVACA TR	COLLEYVILLE	TEXAS	76034	1013 LAVACA TR
CAREY DEVIN J	6020 STERLING DR	COLLEYVILLE	TEXAS	76034	6020 STERLING DR
LARSEN SCOTT R	6016 STERLING DR	COLLEYVILLE	TEXAS	76034	6016 STERLING DR
EMERALD PARK H A INC	400 COUNTRY PL	COLLEYVILLE	TEXAS	76034	6012 STERLING DR
DUDDING MICHAEL	6025 STERLING DR	COLLEYVILLE	TEXAS	76034	6025 STERLING DR
GRASSI KAREN	6005 STERLING DR	COLLEYVILLE	TEXAS	76034	6005 STERLING DR
AKINMERESE OLAWALE	5912 KAYS CT	COLLEYVILLE	TEXAS	76034	5912 KAYS CT
STANLEY LARRY J EST	1101 LAVACA TR	COLLEYVILLE	TEXAS	76034	1101 LAVACA TR
VILLAS OF COLLEYVILLE HOA LLC	1108 W PIONEER PKWY	ARLINGTON	TEXAS	76013	6200 CIMMARON TR
VILLAS OF COLLEYVILLE HOA LLC	1108 W PIONEER PKWY	ARLINGTON	TEXAS	76013	6205 CIMMARON TR
POWERS RICHARD D	6204 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6204 CIMMARON TR
MOLSON ALAN H	6205 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6205 CIMMARON TR
GUGLIUZZA DOMENICO A	6208 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6208 CIMMARON TR
APGAR RICHARD JR	6209 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6209 CIMMARON TR
HALL CHARLES	5935 CRESCENT LN	COLLEYVILLE	TEXAS	76034	5935 CRESCENT LN
ROBBINS DONALD	5931 CRESCENT LN	COLLEYVILLE	TEXAS	76034	5931 CRESCENT LN
EISENBARTH JENNFIER L	6032 STERLING DR	COLLEYVILLE	TEXAS	76034	6032 STERLING DR
GRACE STEPHEN	6000 STERLING DR	COLLEYVILLE	TEXAS	76034	6000 STERLING DR
EMERALD PARK H A INC	400 COUNTRY PL	COLLEYVILLE	TEXAS	76034	5802 CRESCENT LN
PANCHAL PRINCE H	6024 STERLING DR	COLLEYVILLE	TEXAS	76034	6024 STERLING DR
CROWE DANIEL L	6028 STERLING DR	COLLEYVILLE	TEXAS	76034	6028 STERLING DR
BRICE TONY J	6021 STERLING DR	COLLEYVILLE	TEXAS	76034	6021 STERLING DR
EMERALD PARK H A INC	400 COUNTRY PL	COLLEYVILLE	TEXAS	76034	5800 CRESCENT LN
CARRINGTION WADE	6004 STERLING DR	COLLEYVILLE	TEXAS	76034	6004 STERLING DR
MILLS ANDREW E	6008 STERLING DR	COLLEYVILLE	TEXAS	76034	6008 STERLING DR
LAVACA TRAIL ESTATES HOA	215 W COLLEGE ST	GRAPEVINE	TEXAS	76051	COURTESY NOTICE
EMERALD PARK HOA	5837 CRESCENT	COLLEYVILLE	TEXAS	76034	COURTESY NOTICE
VILLAS OF COLLEYVILLE HOA	1858 W. PIONEER PARKWAY	ARLINGTON	TEXAS	76013	COURTESY NOTICE
KELLER ISD	350 KELLER PARKWAY	KELLER	TEXAS	76248	STATE REQ.
JOHN FEGAN	PO BOX 126	COLLEYVILLE	TEXAS	76034	APPLICANT

Public hearing notices were mailed
Friday, June 26, 2015 by Taci Wrisley

Letters of Opposition

Taci Wrisley

From: Carel Tornes
Sent: Sunday, August 9, 2015 6:35 PM
To: Taci Wrisley
Subject: Fwd: 1013 Lavaca Trail, Colleyville, TX

---------- Forwarded message ----------
From:
Date: Sun, Aug 9, 2015 at 6:07 PM
Subject: 1013 Lavaca Trail, Colleyville, TX
To:

Dear Planning and Zoning Commission Member,

I have some deep concerns regarding the proposed development for 1013 Lavaca Trail in Colleyville, TX. I currently live in a home that is adjacent to this area. My concern is that the proposed RPUD development would allow for the building of smaller homes, zero lot-line homes and even multifamily dwellings in my area. Part of the reason that I moved to Colleyville is the quality of life and the beautiful homes with generous lot sizes. I do not want this defining character of Colleyville to be destroyed, turning us into the next Southlake. I also am concerned that smaller homes with small lots will decrease my property values, invade the privacy of my home/back yard and make my home eventually much more difficult to sale. I am also worried about flooding concerns as the drainage from my yard goes down into this area.

Thank you for taking my concerns into account as you ponder this zoning change.

Thanks,

John Sturgeon MD

Letters of Opposition

Taci Wrisley

From: Carel Tornes
Sent: Sunday, August 9, 2015 10:23 PM
To: Taci Wrisley
Subject: Fwd: 1013 Lavaca Trail Development
Attachments: DSC_0384.JPG

---------- Forwarded message ----------
From: **David Warrick**
Date: Sun, Aug 9, 2015 at 9:17 PM
Subject: 1013 Lavaca Trail Development
To:

Dear Planning and Zoning Commission:

We are concerned about the proposed development at 1013 Lavaca Trail, just behind our property. The latest plan has no drainage retention accommodations (earlier plans did - photo of property when flooded is attached), and we were told by the developer that he would elevate the ground level behind us. This would cause flooding from the water run off to our home site. We object to RPUD re-zoning of property.

Also, the future homes should reflect the recently constructed properties to the east of the proposal development. Most of the lots east of the development are zoned at approximately a half acre or more.

The smaller lots will decrease the value of ALL surrounding property generate higher noise levels and destroy the tranquility of the area. We have added $50K of landscaping to our back yard, which includes on each side of our back fence trees to create a shade berm for privacy. If these trees are removed or damaged that would destroy the ambiance of our back yard that we and wildlife enjoy.

Therefore, we object to this project as it is being proposed as it will devalue our property and create flooding issues.

--

Letters of Opposition

Beth & David Warrick

6104 Emmas Court,

Colleyville, TX 76034

630-667-3751

Letters of Opposition

Letters of Opposition

Gmail by Google

Joel Stanley

Proposed Development at 1013 Lavaca Trail

2 messages

Joel Stanley
To:
Bcc

Wed, Aug 12, 2015 at 10:10 PM

Chris,

Below are my comments from the Zoning Committee meeting 8-10-15

Colleyville Zoning Committe Mtg

There were multiple misrepresentations made during the Committe meeting by Mr. Fagan on August 10.

First, it grossly understated the amount of the proposed development that currently floods during typical rainy days.

Second, it was stated that the developer and his engineer had previously met on multiple occasions but had not been able to reach a compromise. The truth is that no compromise was ever offered. In fact they arrogantly state they did not need to compromise that the proposed design met the requirements and he planned to move forward.

Mr. Fegan was asked if they could come up with an alternate design that would not require as many variances. Mr Fegan represented that other design options with fewer zoning variances would not allow his investment to remain as profitable. I fail to see why the zoning Committe should feel any responsibility to bend the zoning regulations to aid an investors profits especially at such a high cost to other surrounding properties.

The property at 1101 Lavaca has been under attach by developments for years. As the city has allowed development up stream (Meadows Creek) to be constructed the increase in water has had a dramatic affect on the volatility and overall volume flowing onto the property. This increased water has negatively affected not only 1101 Lavaca but each of the properties to the east and west.

Besides the original meeting with Fegan and his engineer we have met with Constinteen regarding a possible commercial development to the west. The commercial development proposed a canal be constructed similar to the canals constructed downstream in the adjacent developments on either side of LD Lockett. The estimated cost of the camel would be approximately $216,000. They proposed that the canal divert water flowing from the covert under Lavaca Trail to the east on to 1101 Lavaca and the canal would occupy approximately 1.75 acres of the property. They also proposed that my mother cover 75% of the cost as most of the canal would be on her property totaling more that $158,000.

Several questions were raised regarding the high density of homes and lot sizes as small as 7200 square feet. This only allows for back yards to be approximately 20' from the fence line of previously built R-20 residences. All of the residences with backyards connected to the proposed development have signed a petition in opposition of the small lot sizes and the extreme proximity of the homes to their fence line. The Committe asked that they require at least 2 - 3" trees in each back yard. Keep in mind the back yard is only 50'X20'. I don't believe that will allow for the backyard to grow grass. They have also proposed at least 1 tree in the front yard. With a tree, walkway and drive way there will very little open space remaining in the front yard as well.

Mr. Fagan and his engineer were asked on about 4-5 occasions to approach and answer additional questions. due this secondary questioning is when most of these misrepresentations were made.

I challenge the zoning Committe to consider evaluating the larger opportunity at hand instead of looking at each proposed development individually in this area. The surrounding developments have improved the ambiance of the area but it has come at great cost to some due to little to no master planning.

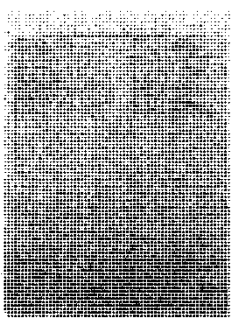
See attached petition. I will continue to work on getting the remaining home owners to sign this weekend. I will also send you a copy of the proposed commercial plan to the west of 1101 Lavaca Trail.

Also see the attached notice that was sent to the neighboring residences and as well as the proposed development drawing.

Thanks,

Joel

2 attachments



Petition As of 20150810.JPG
1374K

Scan0063.pdf
1471K

Chris Putnam Thu, Aug 13, 2015 at 8:14 AM
To: Joel Stanley

Thanks, Joel. Here is the packet from the meeting. You may want to reach out to David Warrick in the meantime who also sent me an email on this topic.

Chris
972-839-2343

From: Joel Stanley
Date: Wednesday, August 12, 2015 at 10:10 PM
To: Chris Putnam
Subject: Proposed Development at 1013 Lavaca Trail
[Quoted text hidden]

2015-08-10 Planning and Zoning Commission Agenda Packet.pdf
7355K

Letters of Opposition

Date: 8/10/2015 **SPEAKER CARD**

______ I will speak **In Support** of this item.
X I will speak **In Opposition** to this item.
______ I do not wish to speak, but please record my: ☐**support** ☐**opposition**

Agenda Item Number: 3B
Name: Elizabeth Warrick
Address: 6104 Emmas Court
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: 3129333193 **Representing:** Self and Spouse
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Elizabeth Warrick
This information is a Public Record.

Date: 8-10-2015 **SPEAKER CARD**

______ I will speak **In Support** of this item.
X I will speak **In Opposition** to this item.
______ I do not wish to speak, but please record my: ☐**support** ☐**opposition**

Agenda Item Number: 3 B
Name: Lynnette Stanley
Address: 1101 Lavaca Trail
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: 817-398-4003 **Representing:** Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Lynnette Stanley
This information is a Public Record.

Letters of Opposition

Date: 8/10/15 **SPEAKER CARD**

______ I will speak **In Support** of this item.
__✓__ I will speak **In Opposition** to this item.
______ I do not wish to speak, but please record my: ☐**support** ☐**opposition**

Agenda Item Number: 3b

Name: Joel Stanley

Address: 1101 Lavaca Trail / 1609 Douglas Ave

City: Colleyville **State:** TX **Zip Code:** 76034

Telephone Number: 817-235-4954 **Representing:** Lynnette Stanley (organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [signature]

This information is a Public Record.

Date: 8-10-2015 **SPEAKER CARD**

______ I will speak **In Support** of this item.
__X__ I will speak **In Opposition** to this item.
______ I do not wish to speak, but please record my: ☐**support** ☐**opposition**

Agenda Item Number: 3B

Name: Calli Stanley

Address: ~~[illegible]~~ 1609 Douglas Avenue

City: Colleyville **State:** TX **Zip Code:** 76034

Telephone Number: 817-722-8300 **Representing:** Lynnette Stanley (organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Calli Stanley

This information is a Public Record.

Letters of Opposition

Date: 8/10/15 **SPEAKER CARD**

______ I will speak **In Support** of this item.

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

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

Agenda Item Number: Z215-012 3B

Name: CORY JAETZOLD

Address: 6204 EMMAS CT

City: COLLEYVILLE **State:** TX **Zip Code:** 76034

Telephone Number: 214 704 5278 **Representing:** SELF.
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: ______

This information is a Public Record.

Date: 8/10/15 **SPEAKER CARD**

______ I will speak **In Support** of this item.

x I will speak **In Opposition** to this item.

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

Agenda Item Number: ZC15012 3B

Name: Bryan [illegible]

Address: 6208 EMMAS CT

City: COLLEYVILLE **State:** TX **Zip Code:** 76034

Telephone Number: 682 325 4214 **Representing:** SELF.
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: ______

This information is a Public Record.

Letters of Opposition

Date: 8/10/15 **SPEAKER CARD**

______ I will speak **In Support** of this item.
______ I will speak **In Opposition** to this item.
X I do not wish to speak, but please record my: ☐**support** ☒**opposition**

Agenda Item Number: ZC15-012-3B
Name: DAVID WARRICK
Address: 6104 EMMAS CT.
City: COLLEYVILLE **State:** TX **Zip Code:** 76034
Telephone Number: 6306673751 **Representing:** SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [signature]
This information is a Public Record.

Date: 8/10/15 **SPEAKER CARD**

______ I will speak **In Support** of this item.
______ I will speak **In Opposition** to this item.
X I do not wish to speak, but please record my: ☐**support** ☑**opposition**

Agenda Item Number: 3b
Name: Jason Stanley
Address: 909 Chateau ct
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: 541.337.3334 **Representing:** ______
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [signature]
This information is a Public Record.

Letters of Opposition

Date: 8-10-2015 **SPEAKER CARD**

______ I will speak **In Support** of this item.
______ I will speak **In Opposition** to this item.
✓ I do not wish to speak, but please record my: ☐**support** ☒**opposition**

Agenda Item Number: 3B
Name: Renée B. Baptiste
Address: 1928 Shadowood Trl.
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: (770) 262-1912 **Representing:** Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Renée Baptiste
This information is a Public Record.

Date: 8-10-15 **SPEAKER CARD**

______ I will speak **In Support** of this item.
______ I will speak **In Opposition** to this item.
✓ I do not wish to speak, but please record my: ☐**support** ☒**opposition**

Agenda Item Number: 3B
Name: Abran Stanley
Address: 1928 Shadowood Trl.
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: (678) 628-9531 **Representing:** Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

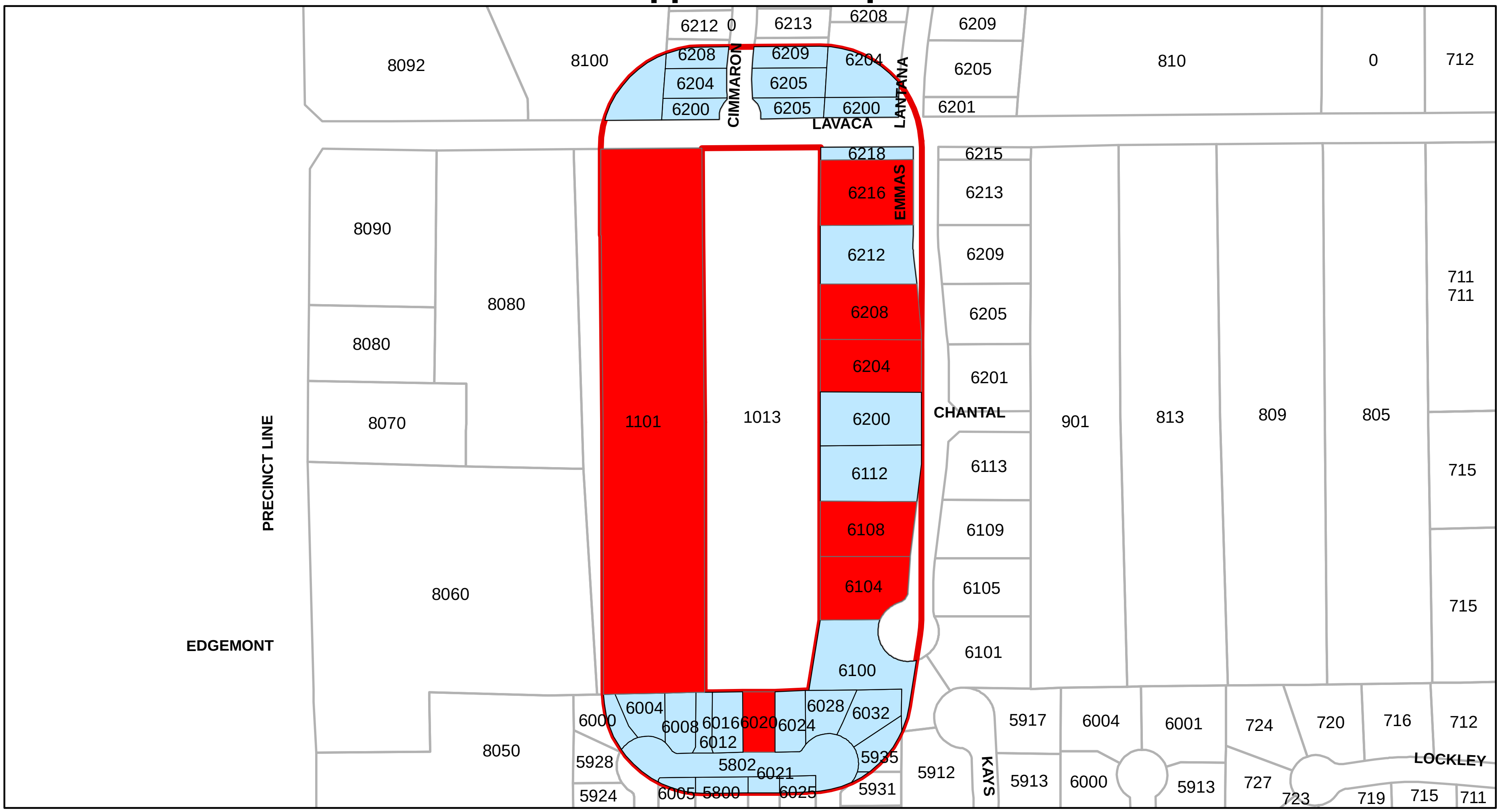
Signed: [illegible]
This information is a Public Record.

Petition Received August 19, 2015

Colleyville citizen OPPOSED to the proposed developemnet at 1013 Lavaca Trail of less than R20

Name	Address	Phone	Signature
BRYAN RIFFE	6208 EMMAS CT	6823254214	
COLLEEN RIFFE	6208 EMMAS CT	682 325 4214	
Jennifer Jaetzold	6204 Emma's ct.	214-298-2532	
Cory Jaetzold	6204 Emma's ct.	214-704-5278	
Shailesh Patel	6108 Emmas ct	817-800-7780	
Shailesh Patel	6108 Emmas ct	817-[illegible]27 9239	
DAVID WARRICK	6104 EMMAS CT	630-667-3751	
Elizabeth Warrick	6104 Emmas Ct	312 933 3183	
Afsheen Moti	6216 Emmas Ct.	817-410-2312	
Saleem Moti	6216 Emmas Ct	817-410-2312	
Devin Carey	6020 Sterling Dr	817 682 2681	

Opposition Map



Total Land Area in Buffer (Includes R.O.W): 644172.708776 Sq Ft / 14.78 Total Acres
Total Land Area Opposed (within 200 ft Notice Area): 329369.147675 Sq. Ft/ 7.56 Total Acres
Percent of Land Opposed (within the 200 ft. Notice Area): 51.13%

Legend
- 200 ft Buffer
- Properties within the 200ft Buffer
- Parcels

1013 Lavaca Trail

Updated 8/21/15

CITY OF COLLEYVILLE TEXAS

0 62.5 125 250 375 500 Feet

N W E S

Small Lot Development Comparison Chart - 1996 to 2015

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Gross Density - Dwelling Units Per Acre *	Net Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	43	*100*	*120*	2,412	NA	*50%*	6.4	8.2	6.7	19.4%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	*100*	*120*	NA	NA	*50%*	3.7	4.5	11.5	28.0%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	*50%*	2.7	3.5	12.0	25.5%	12.21.99	O-99-1192
Riverwalk at Colleyville	68	115	60	6,331	7,666	*50%*	3.3	4.2	23.7	20.7%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,490	6,753	60%	3.6	4.5	14.8	24.0%	8.8.01	O-01-1286
Emerald Park	71	60	120	7,200	NA	*50%*	3.6	4.6	20.0	20.0%	10.1.02	O-02-1366
Tuscany	32	60	110	6,600	8,304	*50%*	3.6	4.8	8.8	6.6%	2.17.04	O-04-1442
Tiffany Park	25	60	100	7200	NA	*50%*	3.5	4.0	7.2	19.5%	11.16.04	O-04-1487
Cambridge Place	36	50	58	4,500	5,300	60%	3.9	4.9	9.2	22.5%	7.6.04	O-04-1467
Villas at Oak Pointe	74	30/56	90/115	2,700/6,440	NA	90% and 58%	3.7	5.4	19.8	22.9%	8.2.06	O-06-1584
Copperglen	22	55	105	5,924	NA	65%	3.9	4.9	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	7,936	60%	3.3	3.9	20.5	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	*120*	10,000	NA	*50%*	2.8	3.3	5.6	19.3%	09.18.07	O-07-1634
Creekside at Colleyville	228	50	105	5,000	7,257	65%	2.4	3.0	96.4	29.0%	11.27.07	O-07-1645
Somerset Manor	77	50	110	5000	6,500	*50%*	4.2	5.0	18.3	21.5%	05.05.08	O-08-1672
Heritage Oaks	100	30/50	90	2,700/4,500	NA	75% and 90%	4.4	6.6	22.8	30.4%	03.21.06	O-10-1749
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	4.0	2.9	20.1%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	NA	50%	3.0	3.5	12.0	23.0%	05.14.13	O-13-1867
Heron Pond	49	60/74	120	7,000/9000	NA	65%	3.2	3.7	15.4	22.1%	11.19.13	O-13-1894
Average	***56.95***	***66***	***107***	***6,247***	***7,155***	***55%***	***3.6***	***4.6***	***17.5***	***21.9%***		
Zoning Case ZC15-011 - Roberts	*12*	*50*	*97*	*4,882*	*5,145*	*66%*	*4.6*	*6.4*	*2.6*	*17.3%*		
Zoning Case ZC15-012 - Lavaca	*16*	*50*	*75*	*7,050*	*7,488*	*60%*	*3.1*	*5.5*	*5.1*	*19.1%*		

*** Gross Density is calculated by dividing the total number of lots by the total acres of the development.**

**** Net Density is calculated by dividing the Total Lots by the Total Acres of the development, less any Right of Way dedication.**

***** Items in *BLUE* are not referenced in ordinace or supporting materials therefore items defaulted to Section 3.24.G Schedule of District Regulations of the LDC.**

LAVACA VILLAS
1013 Lavaca Trail
Redevelopment of Lot 4, Block 1, Lavaca Trail Addition
Colleyville, Tarrant County, Texas

Statement of Planning Objectives

Currently, the properties to the north, east, south, and west of the subject lot are zoned residential. The Future Land Use Plan currently designates this property as Office; and as a transition between residential to the east and commercial to the west.

A floodplain which spans north/south encompasses most of the adjacent lot to the west and a portion of the subject lot. This floodplain could serve as a natural buffer between commercial and residential zones; and we request the subject property be zoned PUD-R, allowing the adjacent floodplain to provide for a transition between residential and commercial uses to the west.

We understand that the requested zoning also requires updating of the Land Use Plan from Office to Residential to accommodate the proposed PUD-R.

Compass Realty has successfully developed the neighboring Villas of Colleyville, across the street, and believes a similar development on the subject property will serve the community and quickly enhance tax revenue for the City of Colleyville.

The following lists elements of the proposed development:

- Home Size of 2,200 SF Minimum
- One and Two Story Homes
- Steep (10:12 to 12:12) Roof Pitch
- Two Car Garages w/Cedar Doors
- Decorative or Exposed Aggregate Driveways
- Ornamental Rod Iron Fencing and Gates Facing the Street
- Minimum of Two Trees in Each Front Yard
- Residential Fire Sprinkler Systems
- Price Point ± $450,000
- Lay-Down Street Curbs for Smooth Driveway Transitions
- HOA Maintained Open Space w/Trees

The market demand for these types of smaller homes with reduced yard maintenance continues. We believe the buyers presently live in larger houses on large lots or acreage; they wish to remain in the Colleyville area and live in a smaller home of very high quality with very little maintenance.

Lavaca Villas would consist of sixteen (16) custom villas similar in style to those in the Villas of Colleyville. The proposed court would be a public street and would <u>not</u> have a gated entrance. A HOA owned green space lot would be provided.

RESIDENTIAL DENSITY. The development proposes sixteen (16) residential units on this 5.07 acre property with a density of 3.13 dwelling units per acre which is comparable to other approved PUDR developments within the City.

LOT SIZE & WIDTHS. The development proposes a minimum lot size of 7,200 SF and average lot size of 7,488 which is comparable to other approved PUDR developments within the City. The proposed minimum lot width is 50 feet which is similar to other approved PUDR developments. Most lots are typically 59 feet by 127 feet (≈7,500 square feet) with a front building line of 20 feet, and side building line of 5 feet. However, some of the non-typical lots propose a 15 foot front building line.

OPEN SPACE. Nineteen point three (19.3) percent of the development is reserved for open space. The development proposes a 25 foot wide greenbelt lot that serves as a buffer to the adjacent property to the west. The open space area will be owned by the HOA and landscaped with one-three inch caliper tree per each 40 feet of street frontage.

SIDEWALKS AND TRAILS. A public eight (8) foot wide trail is proposed along Lavaca Trail frontage. Four (4) foot wide sidewalk is proposed on the east side of Lavaca Villas Court; and will be constructed as each home is built.

FENCES, WALLS AND SCREENING. The Developer proposes to construct stone and brick pilasters with ornamental rod iron fencing along Lavaca Trail. An entry feature would incorporate a masonry monument sign designating the development as "Lavaca Villas Court".

ACCESS. The cul-de-sac development will have access via Lavaca Trail. In addition, a 50 foot wide public access easement is proposed for the possible future connection by the adjacent property to the west.

MONUMENT SIGN. A masonry monument sign is proposed to be constructed at the entrance of the development, and be incorporated into the masonry and ornamental iron fence.

SURROUNDING DEVELOPMENT TRENDS. The surrounding properties are single-family residential and with some commercial/retail uses to the west. The properties to the north, east, south, & west are currently zoned residential. However, the adjacent west property has a future land use designation of retail.

TREE PRESERVATION. Every effort will be made to preserve trees… and a detailed tree survey of the property will be prepared for use during the design. Also, a tree preservation plan will be provided after final plat approval, at the time of submittal for a clearing and grading permit.

INFRASTRUCTURE. Public water is proposed to be extended through the development and a looped connection to the existing water system is proposed on Emmas Court. Public sewer will also be extended through the development. Water and sanitary sewer services will be extended to each lot.

DRAINAGE FACILITIES & STORMWATER RUNOFF. This development proposes to provide drainage facilities, in compliance with the City's Uniform Development Code, to safely convey onsite and offsite stormwater runoff to the existing concrete channel at Emerald Park.

A portion of the property is in the floodplain; and a preliminary flood study has been prepared, and provided to Engineering, documenting the proposed reclamation of a small portion of the flood fringe.

The Developer anticipates submitting a Letter of Map Revision (LOMR) for a FEMA map revision, further documenting that all lots are outside of the floodplain, and that all homes are to be constructed well above the floodwater elevation.

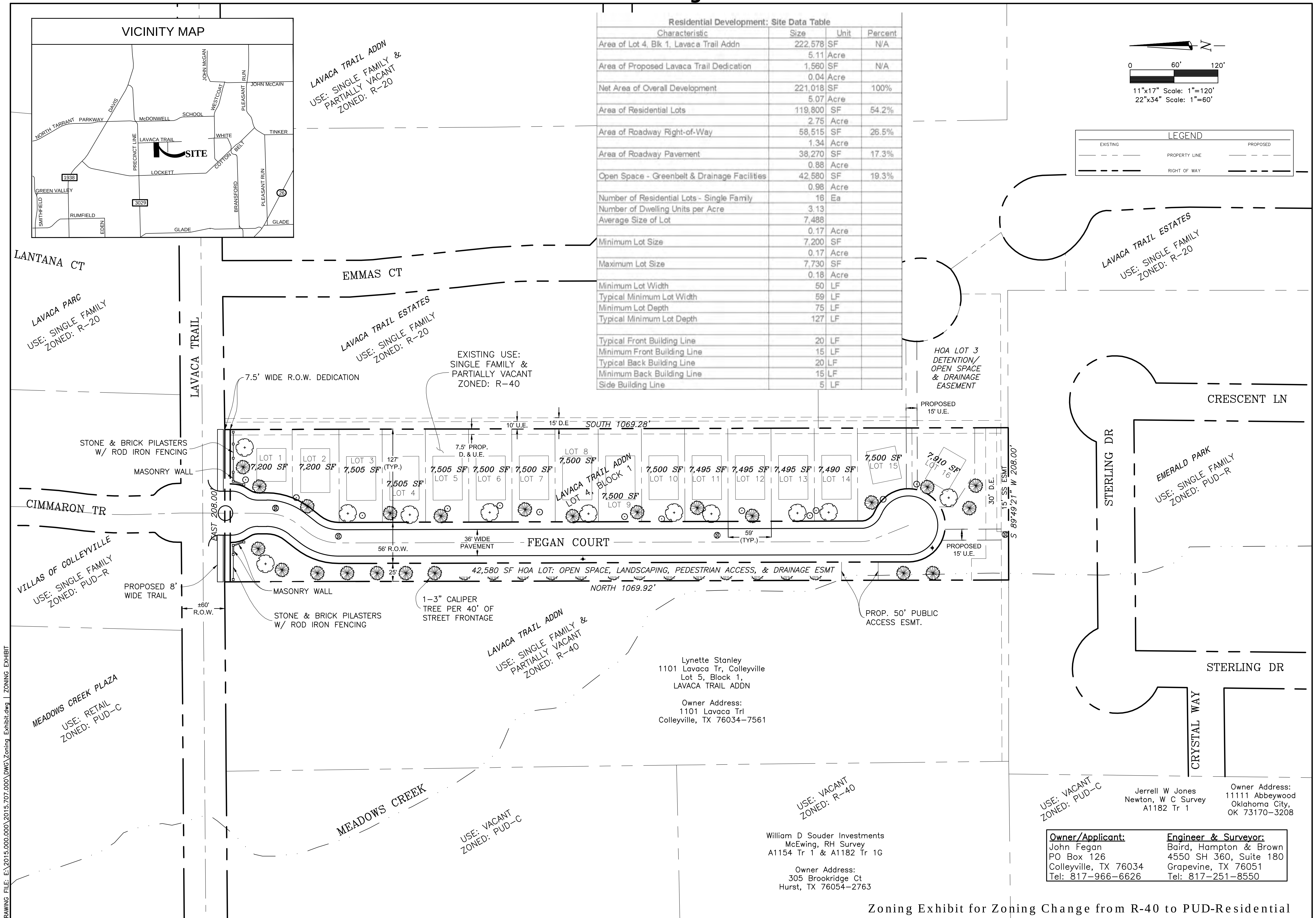
TRAFFIC GENERATION. The Developer does not propose to provide a Traffic Impact Analysis since the development is not projected to generate in excess of 1,000 vehicles per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960s, primarily in suburban locations. Single-family residences are expected to generate 9.57 trips per day, on average. Based on this average, a 16 lot development would add approximately 154 vehicle trips per day to the surrounding roadways.

e:\2015.000.000\2015.707.000\docs\zoning phase\2015-07-17 pud zoning submittal\statements of planning objectives_7-17-15.doc

Zoning Exhibit

Residential Development: Site Data Table

Characteristic	Size	Unit	Percent
Area of Lot 4, Blk 1, Lavaca Trail Addn	222,578	SF	N/A
	5.11	Acre	
Area of Proposed Lavaca Trail Dedication	1,560	SF	N/A
	0.04	Acre	
Net Area of Overall Development	221,018	SF	100%
	5.07	Acre	
Area of Residential Lots	119,800	SF	54.2%
	2.75	Acre	
Area of Roadway Right-of-Way	58,515	SF	26.5%
	1.34	Acre	
Area of Roadway Pavement	38,270	SF	17.3%
	0.88	Acre	
Open Space - Greenbelt & Drainage Facilities	42,580	SF	19.3%
	0.98	Acre	
Number of Residential Lots - Single Family	16	Ea	
Number of Dwelling Units per Acre	3.13		
Average Size of Lot	7,488		
	0.17	Acre	
Minimum Lot Size	7,200	SF	
	0.17	Acre	
Maximum Lot Size	7,730	SF	
	0.18	Acre	
Minimum Lot Width	50	LF	
Typical Minimum Lot Width	59	LF	
Minimum Lot Depth	75	LF	
Typical Minimum Lot Depth	127	LF	
Typical Front Building Line	20	LF	
Minimum Front Building Line	15	LF	
Typical Back Building Line	20	LF	
Minimum Back Building Line	15	LF	
Side Building Line	5	LF	



Owner/Applicant:
John Fegan
PO Box 126
Colleyville, TX 76034
Tel: 817-966-6626

Engineer & Surveyor:
Baird, Hampton & Brown
4550 SH 360, Suite 180
Grapevine, TX 76051
Tel: 817-251-8550

Zoning Exhibit for Zoning Change from R-40 to PUD-Residential

COMPASS REALTY, LP
PO Box 126
Colleyville, Texas 76034
Phone: (817)966-6626
Contact: John Fegan

Baird, Hampton & Brown, Inc.
Engineering & Surveying
4550 SH 360, Suite 180, Grapevine, TX 76051 Tel:(817)251-8550 Fax:(817)251-8810
TBPE FIRM #44, TBLS FIRM #10011302

NO.	REVISIONS	DATE
DESIGNED: GC	DRAWN: GC	CHECKED: KB	DATE: July '15

ZONING EXHIBIT
Planned Unit Development
Residential

LAVACA VILLAS
Colleyville, Texas

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF Konstantine Bakintas, PE TX 67022 IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

BHB PROJECT NO: 2015.707.000

SHEET NO: EXHIBIT A

DRAWING FILE: E:\2015.000.000\2015.707.000\DWG\Zoning Exhibit.dwg | ZONING EXHIBIT

ORDINANCE O-15-1963

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 5.11 ACRES ON LOT 4, BLOCK 1 OF THE LAVACA TRAILS ADDITION, LOCATED AT 1013 LAVACA TRAIL, FROM THE R-40 - SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO THE PUD-R - PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC15-012; and

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

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

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 5.11 acres on Lot 4, Block 1 of the Lavaca Trails Addition, located at 1013 Lavaca Trail, from the R-40 - Single Family Residential District to the PUD-R - Planned Unit Development Residential District, as depicted in the attached Exhibit "A".

Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The purpose of this PUD-R is for a single-family residential development of 16 detached dwelling units, constructed at a maximum density of 5.5 dwelling units per acre (16 divided by 2.89 acres).

b. The subject property is subject to all the regulations contained in the Land Development Code, except as noted herein.

2. DEVELOPMENT PLAN

a. The development shall be generally consistent with Exhibit "B," which shall not be considered the associated plat. The actual street and lot arrangement may differ from that shown on Exhibit "B" to accommodate topographic, drainage, or other conditions. All final details are subject to the other provisions of this ordinance and all other City codes and regulations.

b. The houses constructed shall have steep (10:12 to 12:12) roof pitches.

c. The driveways shall be decorative or exposed aggregate.

d. There shall be lay-down street curbs for smooth driveway transitions.

e. There shall be two-car garages with cedar doors.

3. PERMITTED USES

a. Single Family Detached Dwellings

b. Common Open Space Areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Residential lot requirements and setbacks shall comply with the following provisions:

a.	Minimum Lot Size:	7,200 square feet
b.	Minimum Lot Depth:	75 feet
c.	Minimum Lot Width:	50 feet
d.	Front Building Line:	15-20 feet (15 feet minimum on Lots 1, 2, 15, and 16)
e.	Side Building Line:	5 feet
f.	Rear Building Line:	20 feet (15 feet minimum on Lots 1, 2, 15, and 16)

5. OPEN SPACE AND LANDSCAPING

a. This development shall provide a minimum of 19.1 percent common open space, as shown on Exhibit “B,” which shall be for the aesthetic, leisure, and recreational enjoyment of the development’s residents. The open space shall comply with the provisions contained in the Land Development Code. All open space areas shall be landscaped and maintained by the Homeowner's Association (HOA).

b. A minimum of one three-inch caliper tree shall be planted for every 40 linear feet of street frontage along the proposed north-south street.

c. There shall be a minimum of two minimum three-inch caliper trees, at the time of planting, in the front yard of each residential lot.

d. There shall be a minimum of two minimum three-inch caliper trees, at the time of planting, in the rear yard of each residential lot.

6. SCREENING

a. An ornamental wrought iron fence with brick and stone columns shall be provided along the Lavaca Trail frontage, as reflected in Exhibit “B,” prior to final acceptance of the subdivision.

b. A monument sign designating the development as “Lavaca Villas Court” shall be provided at the project entry, prior to final acceptance of the subdivision.

c. All common-area fencing and signage shall be maintained by the Homeowners’ Association.

7. SIDEWALKS AND TRAILS

a. An eight-foot trail shall be constructed along Lavaca Trail, prior to final acceptance of the subdivision.

b. A four-foot wide sidewalk shall be provided along the east side of the proposed north-south street. The sidewalk shall be constructed as each adjacent home is built.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the ________ day of _________________________ 2015.

ATTEST:

Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit A –Location and Zoning Map

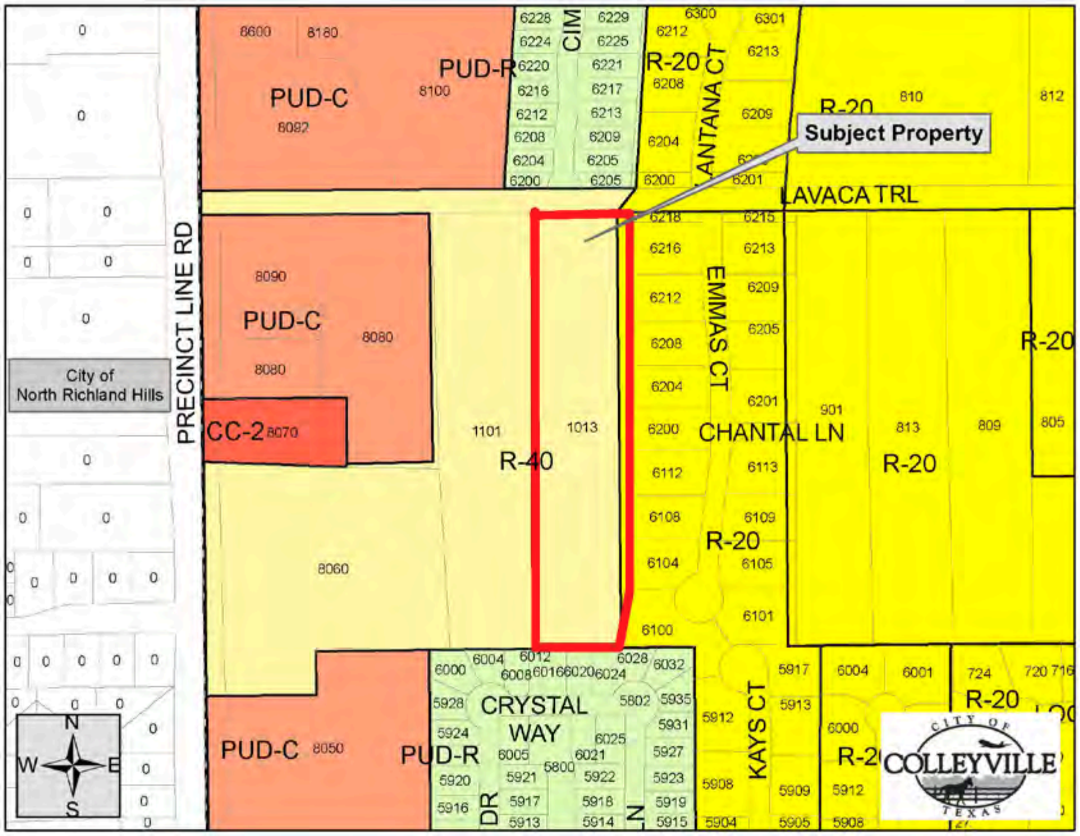
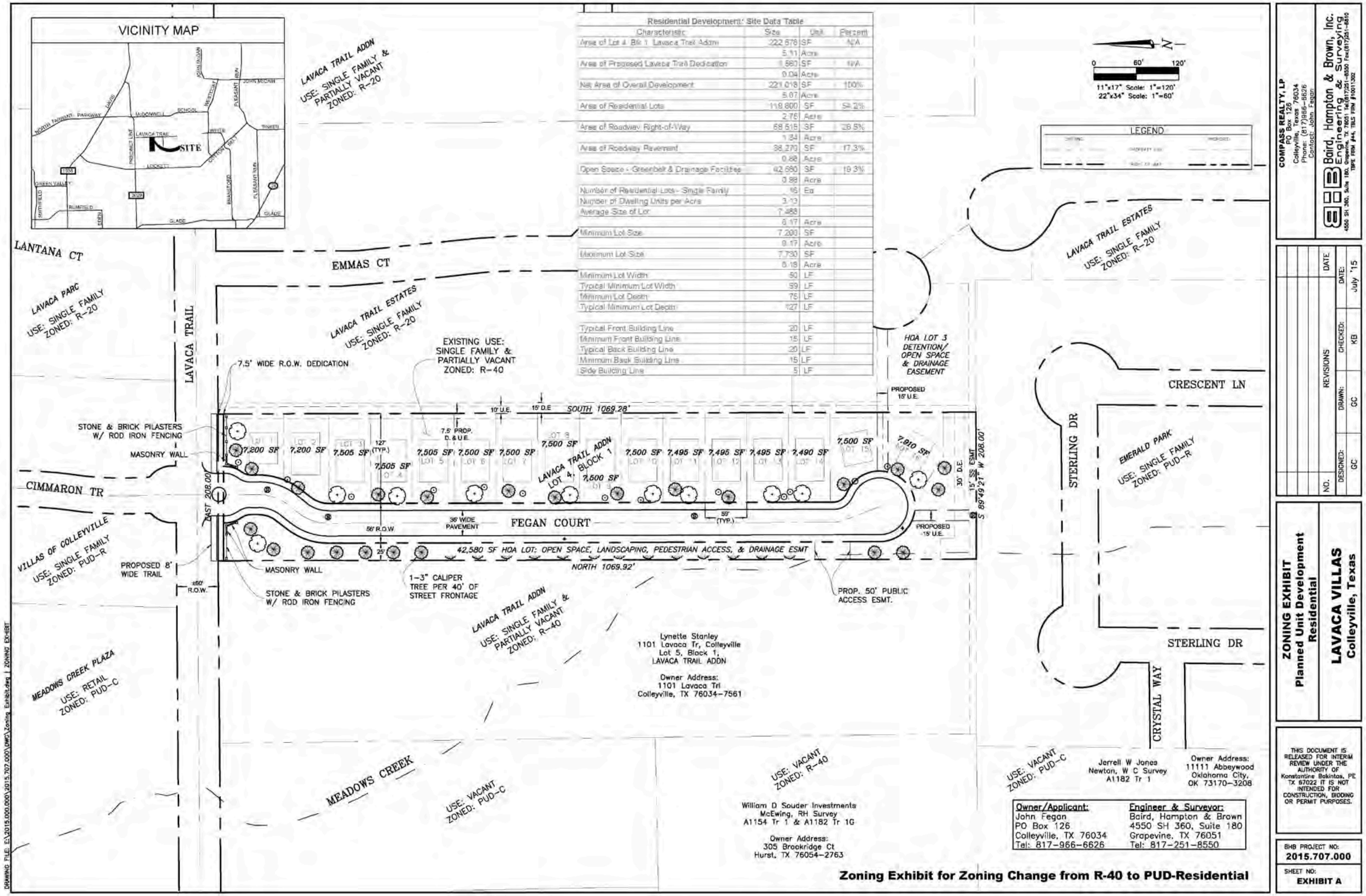


Exhibit B – Zoning Exhibit



Residential Development: Site Data Table

Characteristic	Size	Unit	Percent
Area of Lot 4, Blk 1, Lavaca Trail Addn	222,578	SF	N/A
	5.11	Acre	
Area of Proposed Lavaca Trail Dedication	1,560	SF	N/A
	0.04	Acre	
Net Area of Overall Development	221,018	SF	100%
	5.07	Acre	
Area of Residential Lots	119,800	SF	54.2%
	2.75	Acre	
Area of Roadway Right-of-Way	58,515	SF	26.5%
	1.34	Acre	
Area of Roadway Pavement	38,270	SF	17.3%
	0.88	Acre	
Open Space - Greenbelt & Drainage Facilities	42,580	SF	19.3%
	0.98	Acre	
Number of Residential Lots - Single Family	16	Ea	
Number of Dwelling Units per Acre	3.13		
Average Size of Lot	7,488		
	0.17	Acre	
Minimum Lot Size	7,200	SF	
	0.17	Acre	
Maximum Lot Size	7,730	SF	
	0.18	Acre	
Minimum Lot Width	50	LF	
Typical Minimum Lot Width	59	LF	
Minimum Lot Depth	75	LF	
Typical Minimum Lot Depth	127	LF	
Typical Front Building Line	20	LF	
Minimum Front Building Line	15	LF	
Typical Back Building Line	20	LF	
Minimum Back Building Line	15	LF	
Side Building Line	5	LF	

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

Agenda Number 6b **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1964
Type Ordinance
Department Community Development

Title

Consideration of a zoning change from the AG-Agricultural zoning district to the PUDR-Planned Unit Development Residential zoning district on 2.60 acres of Abstract 1034 of the G.W. Minter Survey, located at 5017, 5113, and 5201 Roberts Road, Case ZC15-011

Strategy Map Connection

There is no strategy map connection for this item.

Explanation

First Reading and Public Hearing

The applicant, Steve Isbell, is requesting to rezone the subject property from AG–Agricultural District to PUD-R–Planned Unit Development–Residential District (PUD-R) to allow 12 single family residential lots, one common area dedicated to open space and detention, and an HOA-maintained "slip road" and median along Roberts Road located in a common area.

Existing Conditions. The subject property consists of approximately 2.60 acres and three tracts (5017, 5113, and 5201 Roberts Road), which presently contain one single family detached home with associated accessory structures on each of the tracts. The subject property is currently zoned AG-Agricultural and is unplatted. Approval of a combination preliminary/final plat will be required prior to the issuance of a building permit should the rezoning request be approved.

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives and proposed zoning exhibits (attached) which contain a description of the proposed development.

Development Standards. The PUD-R regulations require a minimum lot size of 13,000 square feet with a minimum lot width of 100 feet and lot depth of 120 feet. Average lot size for PUD-R projects is required to be 16,000 square feet. Per the Statement of Planning Objectives, the applicant proposes the following development standards:

Minimum Lot Area: 4,882 square feet
Minimum Lot Width: 50 feet
Minimum Lot Depth: 97 feet

Front Building Line: 10 feet
Rear Building Line: 10 feet
Side Building Line: 5 feet
Maximum Building Height: 30 feet
Maximum Lot Coverage: 66 percent

The applicant's proposal that was considered by the Planning and Zoning Commission on August 10, 2015, did not include elevations or narrative description of the proposed architecture and character of the development. Since the Planning and Zoning Commission meeting, the applicant has submitted additional items to be included as reflected below:

- Photos of slip streets, similar to the one the applicant is proposing. The photos represent the character and look the slip street will have.
- Conceptual architectural renderings of proposed homes. Requirement that the homes constructed generally comply with the building materials, architectural style, and scale of the architecture as shown in the renderings.
- Requirement that the homes are constructed with masonry materials on the western (front) facades of proposed Lots 1-12, excluding windows, doors and trim.
- Requirement that the homes are constructed with masonry materials on the northern facade of proposed Lot 1 and the southern façade of Lot 12, excluding windows, doors and trim.
- Requirement that the homes will feature wooden or faux-wood garage doors.

The addition of the architectural renderings and requirements by the applicant have satisfied many of staff's concerns regarding how the homes will look and the quality of the housing being proposed.

Open Space and Landscaping. The PUD regulations require a minimum 20 percent of the development be reserved for open space for use by the residents of the development. The Conceptual Landscape Plan shows that the open space contains an 0.08-acre detention pond, eight shade trees, two existing trees that will be preserved, and two benches. All open space areas will be owned and maintained by the Homeowners' Association.

The proposed layout for the development indicates that Lot 13, to be utilized for required open space, is 19,602 square feet. PUD regulations allow for common areas to contain up to 25 percent storm water retention and detention areas. Approximately 3,485 square feet of Lot 13 is proposed to be required detention area which complies with the PUD common open space design criteria. With the total gross project area being 113,299 square feet and the open space area being approximately 19,602 square feet, the open space percentage is approximately 17.3 percent.

The applicant has provided details in the Statement of Planning Objectives regarding how other projects have been calculated and how this project's open space could be calculated, contrary to the PUD regulations. For example, the applicant is proposing that the landscaped portion of the median be utilized toward the required open space calculation even though the PUD regulations specifically state that common open space shall not include street medians or islands, public or private street right-of-way, parkways, alleys, driveways, or parking/loading areas (LDC 3.23.J.3.b.).

Staff has not utilized the applicant's calculations with the project analysis and has instead utilized calculations based on the requirements of the Land Development Code. Although the applicant is not providing the required 20 percent open space, staff has determined that with the new photos submitted by the applicant of the character of the proposed slip street that the open space provided is sufficient. The proposed open space area will be connected to the homes by not only a sidewalk along Roberts Road, but also the landscaped slip road which can also be walked on due to the minimal amount of traffic it will have on it. The Small Lot Development Comparison Chart is attached as a reference for previously approved small lot PUD-R open space areas and densities.

Screening. There is an existing six-foot masonry fence located along the subject property's eastern border, which is owned and maintained by the Heritage Oaks HOA. A seven and a half-foot maintenance easement is proposed on the west side of the wall to allow for access. A six-foot board-on-board wood fence, owned and maintained by the development's HOA, is proposed along a portion of the project's northern boundary. The applicant has added to the proposal that a fence will be constructed along a portion of the southern residential lot's boundary as well. With the new architectural renderings, architectural requirements, and slip road photos proposed by the applicant after the Planning and Zoning Commission meeting, staff's concerns regarding screening have been satisfied.

Sidewalks and Trails. A five-foot sidewalk must be provided along Roberts Road at the time homes are constructed. Sidewalks are required to be constructed along open space by the developer, prior to the issuance of building permits for the development.

Right-of-Way Dedication. Roberts Road is classified as a Minor Collector on the Master Thoroughfare Plan, which requires 75 feet of right-of-way. Therefore, upon platting, the developer would typically be required to dedicate a minimum of 37.5 feet of right-of-way for Roberts Road from the centerline of the street.

The applicant's proposal would require an associated Master Thoroughfare Plan Amendment and/or Subdivision Variance to allow the dedication of only 26 feet of right-of-way from the centerline of Roberts Road. The applicant has stated that the reduction in right-of-way dedication is necessary to integrate a slip road for the 12 proposed residences, which would alleviate concerns regarding cars backing out onto Roberts Road. Although a Master Thoroughfare Plan Amendment is not currently in progress, should the rezoning request be approved, staff could initiate the Amendment for City Council review and action. The applicant may also need to process a Subdivision Variance for the deviation in right-of-way, depending on the timing of the Amendment and/or the associated plat.

The applicant's original proposal had 12 access points onto Roberts Road. The applicant worked with staff to incorporate a slip road concept into the project that takes the access points down to a one way in, one way out configuration. The slip road concept necessitates the right-of-way reduction and shorter lot depths to maintain the same size of homes that the applicant has stated the market demands. Staff has determined that the slip road concept greatly reduces potential traffic and backing concerns which is an objective of Colleyville's Master Plan.

Traffic Generation and Access. The applicant is not required to provide a Traffic Impact Analysis since the development is not projected to generate in excess of 1,000 vehicle trips per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960's, primarily in suburban locations. Single-family residences are expected to generate 9.57 trips per day, on average. Based on this average, a 12 lot development would add approximately 115 vehicle trips per day to the surrounding roadways.

Development Fees. Park Land Dedication Fees are due in the amount of $1,802 per residential lot, prior to the plat being filed with the Tarrant County Clerk.

Roadway Impact Fees are due in the amount of $4,941 per residential lot, at the time of the building permit application.

Water and Wastewater Impact Fees are due at the time of the building permit application. Fees for a typical 5/8 inch meter are $2,491 for the water impact fee and $643 for the wastewater impact fee, per home.

Based on the current layout, Perimeter Street Improvement Fees for Roberts Road in the amount of $44,235 are due prior to filing an associated plat for record. Perimeter street improvements are required for the newly created lots since Roberts Road is considered unimproved. The developer's portion of the costs for infrastructure improvements may not exceed the amount that is roughly proportionate to the projected impact of the proposed development, as determined by a professional engineer, licensed in the State of Texas, and who is retained by the City of Colleyville. In making the rough proportionality determination, consideration shall be given to the availability of adequate and minimum levels of public facilities and accessibility to the site for the delivery of emergency services.

Tree Preservation. As required by Chapter 5 (Tree Preservation) of the Land Development Code, approval of a tree survey and mitigation plan will be required with an associated plat application, and a Tree Removal Permit will be required prior to the removal of any tree on the subject property. The applicant is proposing to preserve two trees that are within the proposed common open space lot.

Infrastructure. Water and sanitary sewer services are available along Roberts Road. The developer is responsible for the extension of water and sewer service lines to the individual lots.

Drainage and Stormwater Runoff. The developer has submitted a preliminary drainage analysis, which has been reviewed by the Engineering Division of the Public Works Department. Onsite detention is provided on proposed Lot 13.

Residential Density. The Master Plan suggests a maximum residential density of 1.8 dwelling units per acre, in most situations. The Land Development Code states that densities higher than 1.8 units per acre in PUD-R's could be acceptable in those areas deemed consistent with sound land use planning principles, such as a transitional area situated between commercial uses and less dense residential developments, or near major street intersections.

The proposed development is situated just east and north of institutional uses, west of attached townhomes, and approximately 2,800 feet west of SH121. Per the PUD regulations in the Land Development Code, "The maximum residential density permitted in a PUD-R district, or in a PUD-C district where residential uses are proposed, shall not exceed 1.8 dwelling units per gross acre. For the purpose of this regulation, the density calculation shall include all residential areas of the project and one-half of any abutting street situated adjacent to the project. This calculation shall exclude all proposed non-residential acreage from the gross acreage."

The proposed development of 12 residential units on approximately 2.17 acres, after right-of-way dedication as proposed, will produce a density of 6.4 dwelling units per acre (12 residential units divided by 1.87 net acres).

The following are the approximate residential densities of other developments located in close proximity to the proposed development:

- Heritage Oaks (directly east of the proposed development): 6.6 dwelling units per acre,
- Copperglen (southeast of the proposed development): 4.9 dwelling units per acre, and
- Creekside (southeast of the proposed development): 3 dwelling units per acre.

The attached Small Lot Development Comparison Chart provides a revised listing of approved developments since 1996 with small lots and residential densities that exceed 1.8 dwelling units per acre. The proposed density is within the range of previously approved PUD-R densities and is compatible with adjacent properties. Staff's previous concerns regarding density for the project have been mitigated by the new information submitted by the applicant since the Planning and Zoning Commission meeting in terms of the architecture and slip road.

Surrounding Development Trends. The table below reflects the surrounding zoning and existing land uses for the subject property as further illustrated on the attached location map:

AG – Agricultural (Church)	AG – Agricultural (Single Family Homes)	PUD-R (Heritage Oaks Residential Subdivision)
AG – Agricultural (Church)	***Subject Property*** *Proposed PUD-R (Residential Subdivision)*	PUD-R (Heritage Oaks Residential Subdivision)
AG – Agricultural (Church)	AG – Agricultural (Church)	PUD-R (Heritage Oaks Residential Subdivision)

Master Plan. The Future Land Use Map designates the subject property as Single Family Residential. The request is consistent with Colleyville's Master Plan.

Public Notification. Staff mailed notices to 28 adjacent property owners, as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, no correspondence has been received other than those of the applicant and one of the property owners of the subject property.

Summary. The proposed development contains 12 single family lots and two common areas with a residential density of 6.4 dwelling units per acre and a total open space percentage of approximately 17.3 percent. Understanding the subject property is linear in nature and does not have significant depth, which is lessened with the addition of the slip road, the applicant has proposed a development that maximizes the property's capacity to provide high quality residential product.

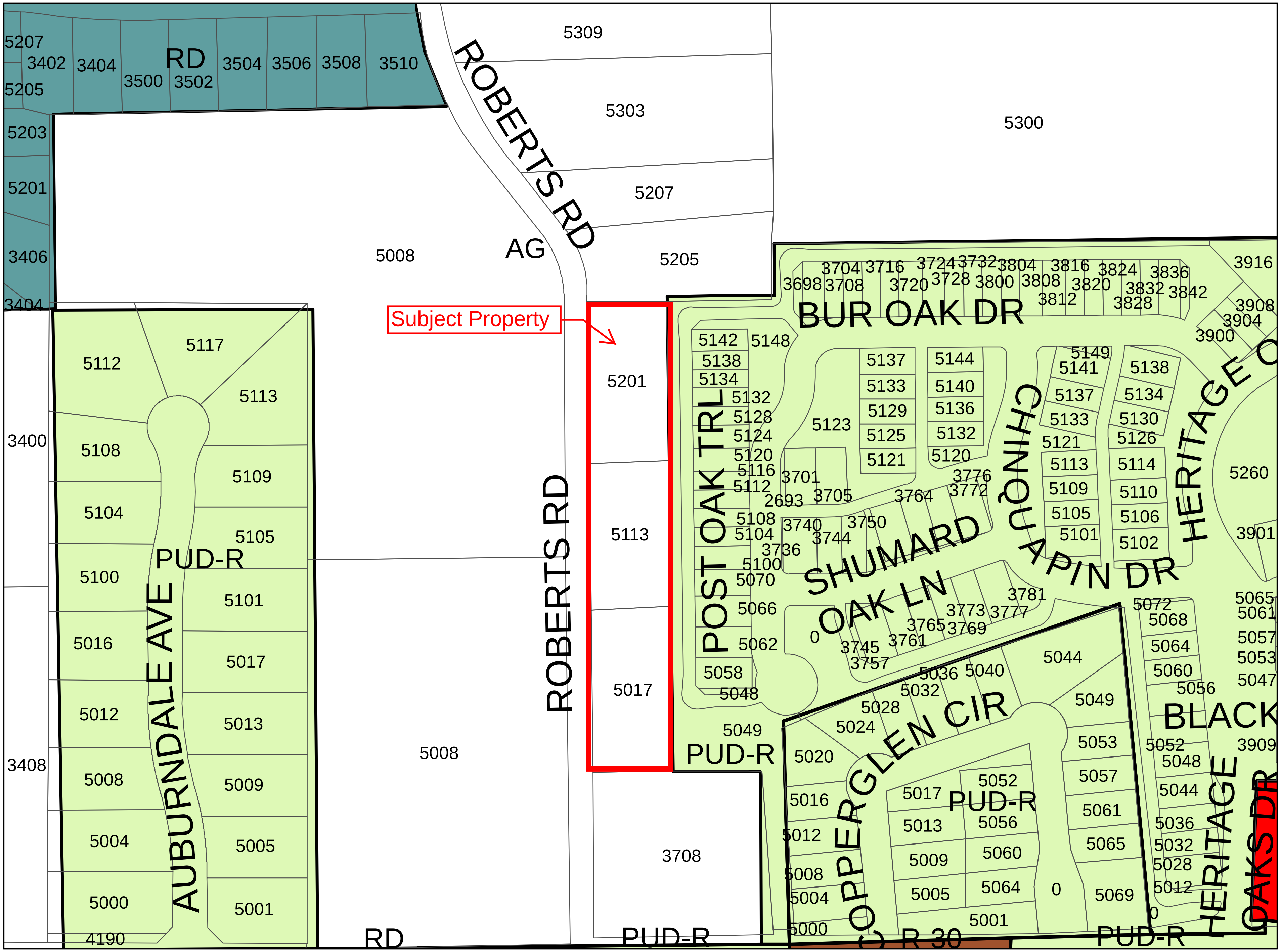
Staff is in support of an opportunity to redevelop the subject property, and staff originally did not receive adequate information to support this request. Since the Planning and Zoning Commission meeting, the applicant has provided additional information and requirements for the development that have satisfied staff's concerns. The slip road provides a safe alternative for vehicles accessing Roberts Road, and although the applicant has not provided adequate information for staff to evaluate a reduction in right-of-way that could result in a Master Thoroughfare Plan Amendment, staff has determined that the adjusted right-of-way could most likely be accommodated. Staff recommends approval of the proposed rezoning request with the special ordinance provisions as reflected in the attached draft ordinance.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Location and Zoning Map
2. Aerial
3. Future Land Use
4. Buffer Map
5. Notification List
6. Small Lot Development Comparison Chart
7. Statement of Planning Objectives
8. Zoning Exhibit - Site Layout
9. Zoning Exhibit - Conceptual Landscape
10. Zoning Exhibit - Slip Road
11. Zoning Exhibit - Architectural Renderings
12. Ordinance O-15-1964

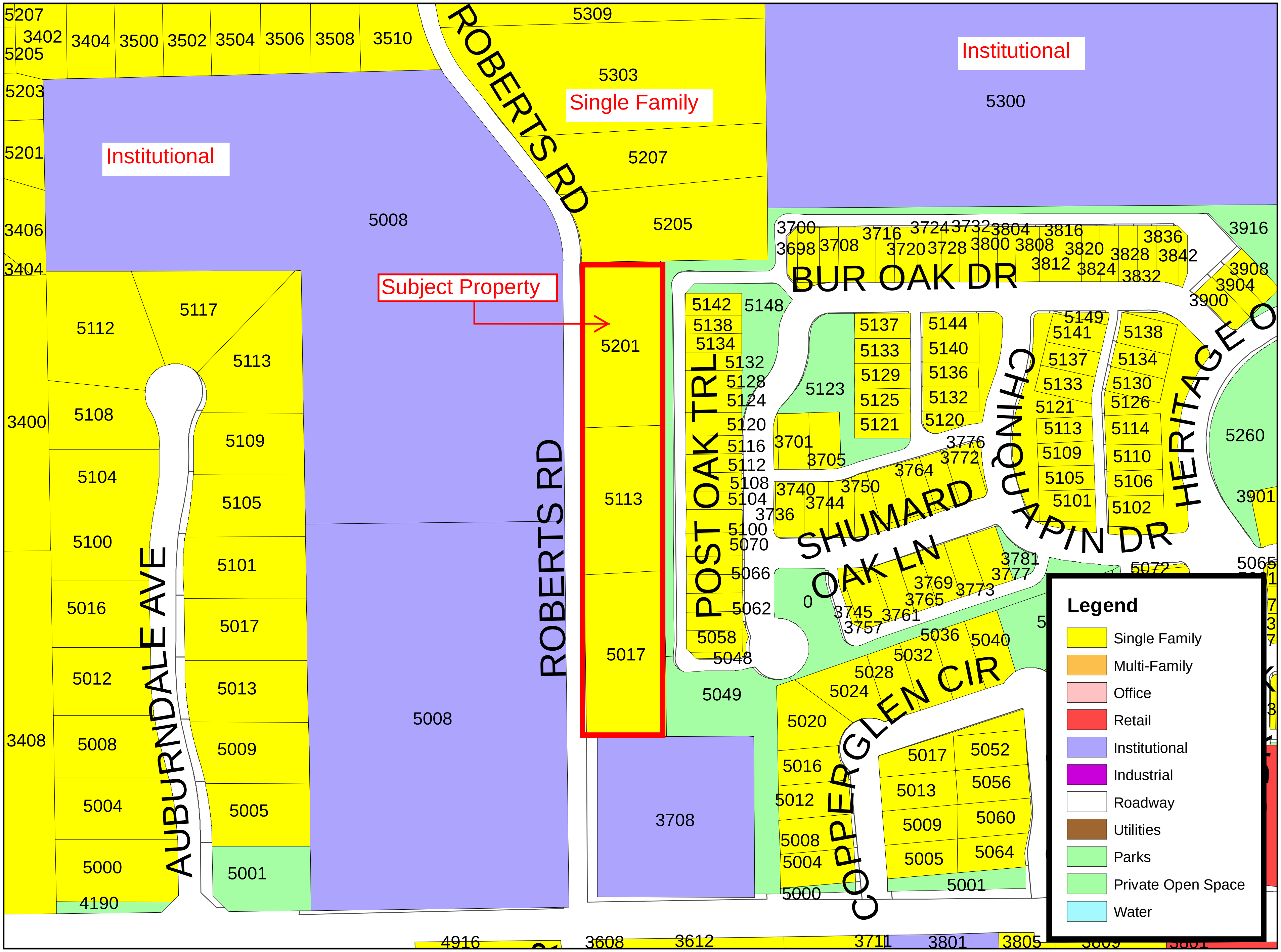
Location and Zoning Map



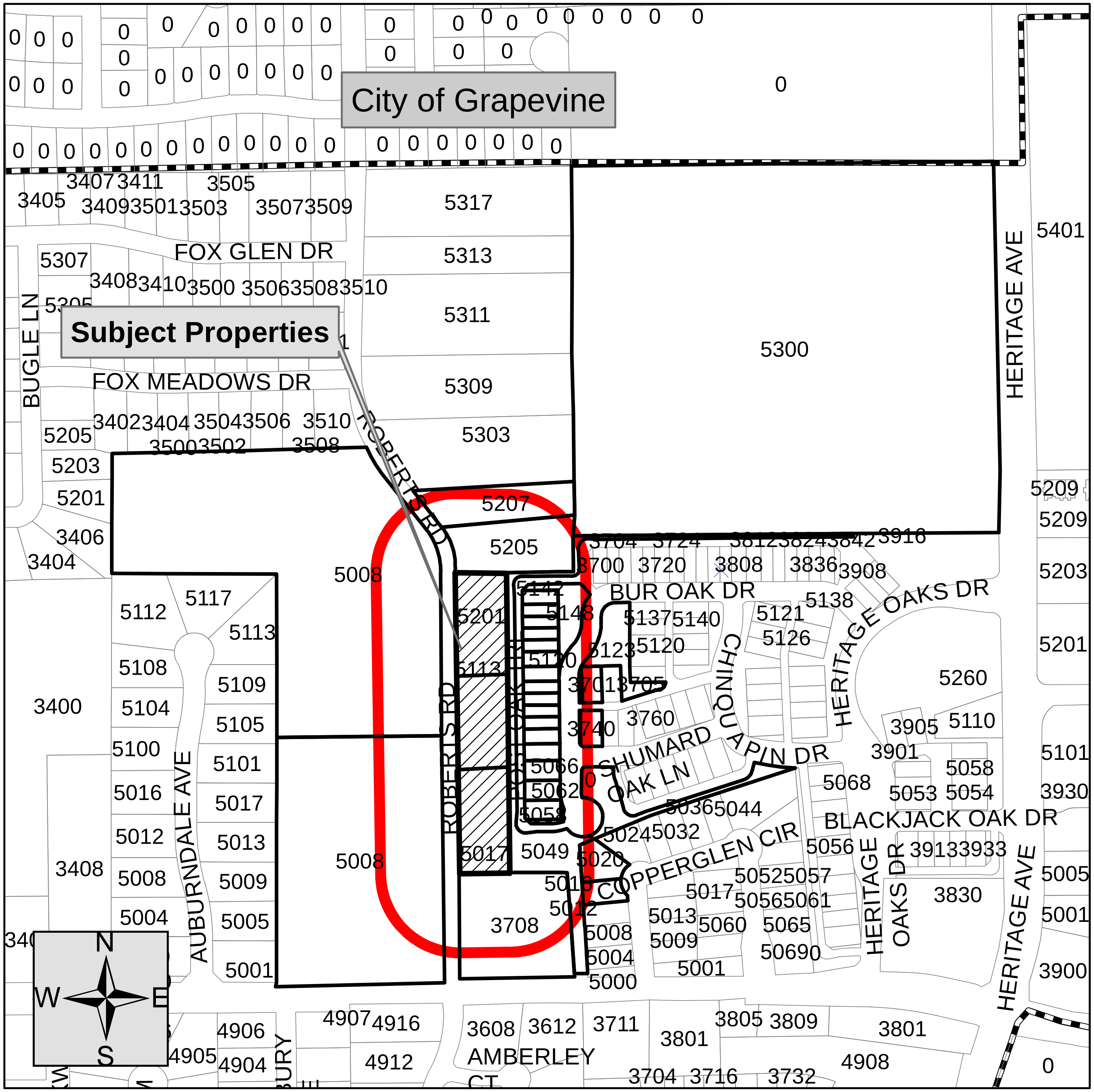
Aerial

Subject Property
ROBERTS RD
POST OAK TRL
BUR OAK DR
SHUMARD OAK LN
CHINQUAPIN D
COPPERGLEN CIR
AUBURNDALE AVE
5201
5113
5017
5008
3708
5049

Future Land Use Map



Buffer Map



Case ZC15-011

5017, 5113, 5201 Roberts Rd

Legend

- Properties within 200 feet
- Subject Properties
- Parcels

CITY OF COLLEYVILLE TEXAS

Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
COLEMAN GARY S	5120 POST OAK TR	Colleyville	TX	76034	5120 POST OAK TR
SCRIBNER DEANA	PO BOX 768	Colleyville	TX	76034	5201 ROBERTS RD
ARNOLD THOMAS A	5205 ROBERTS RD	Colleyville	TX	76034	5205 ROBERTS RD
SAUER KENNETH WILLIAM	5017 ROBERTS RD	Colleyville	TX	76034	5017 ROBERTS RD
SINGH VINITA H	3740 SHUMARD OAK LN	Colleyville	TX	76034	3740 SHUMARD OAK LN
CHITKARA JAIDEEP	3701 POST OAK TR	Colleyville	TX	76034	3701 POST OAK TR
REINCE KEVIN	6412 TIMBER RDG	EDINA	MN	55439	5134 POST OAK TR
WALL LARRY	5132 POST OAK TR	Colleyville	TX	76034	5132 POST OAK TR
LEGATES SHEILA E	5128 POST OAK TRL	Colleyville	TX	76034	5128 POST OAK TR
PLEASANT GLADE BAPTIST CHURCH	3708 GLADE RD	Colleyville	TX	76034	3708 GLADE RD
CHAPMAN PHILLIP H	5100 POST OAK TR	Colleyville	TX	76034	5100 POST OAK TR
LAYER DONNA J	5104 POST OAK TR	Colleyville	TX	76034	5104 POST OAK TR
SHABAY PAUL	5108 POST OAK TR	Colleyville	TX	76034	5108 POST OAK TR
STOVALL JIMMY	5112 POST OAK TR	Colleyville	TX	76034	5112 POST OAK TR
SIMINSKI JAMES THOMAS	5116 POST OAK TR	Colleyville	TX	76034	5116 POST OAK TR
HART BILLY	5124 POST OAK TR	Colleyville	TX	76034	5124 POST OAK TR
BRYANT LYNN W	5138 POST OAK TR	Colleyville	TX	76034	5138 POST OAK TR
KRIEGHBAUM DAVID	PO BOX 459	PORT ISABEL	TX	78578	5142 POST OAK TR
COVENANT CHURCH	2660 E TRINITY MILLS RD	Carrollton	TX	75006	5008 ROBERTS RD
LECOCQ JAMES GARY	PO BOX 2032	Colleyville	TX	76034	5113 ROBERTS RD
PRAZAK JOHN B	5207 ROBERTS RD	Colleyville	TX	76034	5207 ROBERTS RD
BRYANT STEVEN W	5058 POST OAK TR	Colleyville	TX	76034	5058 POST OAK TR
PHIPPS REBECCA C	5062 POST OAK TR	Colleyville	TX	76034	5062 POST OAK TR
SOKHEY SIMREN S	5066 POST OAK TRL	Colleyville	TX	76034	5066 POST OAK TR
HASTINGS DORIS	5070 POST OAK TR	Colleyville	TX	76034	5070 POST OAK TR
WEAKLEY JERRY	5016 COPPERGLEN CIR	Colleyville	TX	76034	5016 COPPERGLEN CIR
BENDER JEFFERY	5020 COPPERGLEN CIR	Colleyville	TX	76034	5020 COPPERGLEN CIR
MDC-HERITAGE OAKS ESTATES LTD	545 E John Carpenter Fwy #1500	Irving	TX	75062	003736 Shumard Oak Ln
Grapevine Colleyville ISD	3051 Ira E Woods Ave	Grapevine	TX	76051	State Law Req.
Heritage Glen HOA	5105 Auburndale Ave	Colleyville	TX	76034	Courtesy Notice
Fox Meadows HOA	5301 Bugle Lane	Colleyville	TX	76034	Courtesy Notice
Prestwick Park HOA	4912 Prestwick Drive	Colleyville	TX	76034	Courtesy Notice
Colleyville Assoc Heritage Oak	1108 Pioneer Pkwy	Arlington	TX	76013	Courtesy Notice
Steve Isbell	4209 Gateway Dr., Ste 200	Colleyville	TX	76034	Applicant

Public hearing notices were mailed
Thurs., May 28, 2015 by Taci Wrisley

Small Lot Development Comparison Chart - 1996 to 2015

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Gross Density - Dwelling Units Per Acre *	Net Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	43	*100*	*120*	2,412	NA	*50%*	6.4	8.2	6.7	19.4%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	*100*	*120*	NA	NA	*50%*	3.7	4.5	11.5	28.0%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	*50%*	2.7	3.5	12.0	25.5%	12.21.99	O-99-1192
Riverwalk at Colleyville	68	115	60	6,331	7,666	*50%*	3.3	4.2	23.7	20.7%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,490	6,753	60%	3.6	4.5	14.8	24.0%	8.8.01	O-01-1286
Emerald Park	71	60	120	7,200	NA	*50%*	3.6	4.6	20.0	20.0%	10.1.02	O-02-1366
Tuscany	32	60	110	6,600	8,304	*50%*	3.6	4.8	8.8	6.6%	2.17.04	O-04-1442
Tiffany Park	25	60	100	7200	NA	*50%*	3.5	4.0	7.2	19.5%	11.16.04	O-04-1487
Cambridge Place	36	50	58	4,500	5,300	60%	3.9	4.9	9.2	22.5%	7.6.04	O-04-1467
Villas at Oak Pointe	74	30/56	90/115	2,700/6,440	NA	90% and 58%	3.7	5.4	19.8	22.9%	8.2.06	O-06-1584
Copperglen	22	55	105	5,924	NA	65%	3.9	4.9	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	7,936	60%	3.3	3.9	20.5	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	*120*	10,000	NA	*50%*	2.8	3.3	5.6	19.3%	09.18.07	O-07-1634
Creekside at Colleyville	228	50	105	5,000	7,257	65%	2.4	3.0	96.4	29.0%	11.27.07	O-07-1645
Somerset Manor	77	50	110	5000	6,500	*50%*	4.2	5.0	18.3	21.5%	05.05.08	O-08-1672
Heritage Oaks	100	30/50	90	2,700/4,500	NA	75% and 90%	4.4	6.6	22.8	30.4%	03.21.06	O-10-1749
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	4.0	2.9	20.1%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	NA	50%	3.0	3.5	12.0	23.0%	05.14.13	O-13-1867
Heron Pond	49	60/74	120	7,000/9000	NA	65%	3.2	3.7	15.4	22.1%	11.19.13	O-13-1894
Average	***56.95***	***66***	***107***	***6,247***	***7,155***	***55%***	***3.6***	***4.6***	***17.5***	***21.9%***		
Zoning Case ZC15-011 - Roberts	*12*	*50*	*97*	*4,882*	*5,145*	*66%*	*4.6*	*6.4*	*2.6*	*17.3%*		
Zoning Case ZC15-012 - Lavaca	*16*	*50*	*75*	*7,050*	*7,488*	*60%*	*3.1*	*5.5*	*5.1*	*19.1%*		

*** Gross Density is calculated by dividing the total number of lots by the total acres of the development.**

**** Net Density is calculated by dividing the Total Lots by the Total Acres of the development, less any Right of Way dedication.**

***** Items in *BLUE* are not referenced in ordinace or supporting materials therefore items defaulted to Section 3.24.G Schedule of District Regulations of the LDC.**

CITY OF COLLEYVILLE TEXAS

Roberts Road Residential Redevelopment
Statement of Planning Objectives, Development Schedule and Proposed Ownership
PUD-Residential, Single Family - 12 lots

Statement of Planning Objectives

The redevelopment of this section of Roberts Road under the proposed single family PUD-R provides reasonable and viable solutions to the unique physical and locational constraints of 5017, 5113 and 5201 Roberts Road. This PUD-R allows the city of Colleyville to gain adequate Right of Way which is necessary for the eventual improvement of Roberts Road. It provides a buffer between the single family attached townhome units in the Heritage Oaks development and the other less dense nearby residential land uses. But most importantly, it ensures the highest and best use on this land for both the future residents as well as the community overall.

It is a rare occurrence in Colleyville for a residential project to be solely a subdivision of an existing series of lots without adding a cul de sac or interior streets. In this case, the limited amount of depth makes typical interior streets impossible. The preferred 37.5' Right of Way dedication would leave only 110' to 114' feet of lot depth and would require each lot to have driveway access directly onto Roberts Road. There are no residential zonings in Colleyville that offer minimum lot depths which could accommodate this section of Roberts Road. R-D (Two Family Residential) and R-MF (Multi-family Residential) are the closest with minimum lot depths of 115 feet. To the east, the existing narrow lots, 30' or 40', and attached single family townhomes make anything greater than 50' of width on this section of Roberts Road unviable.

The Land Development Code Density, according to a recent Small Lot Development Comparison Chart, of the adjacent Heritage Oaks Townhome development is 12.1 dwelling units per acre which makes it about 29% greater than the proposed density of the Roberts Road redevelopment at 9.4 dwelling units per acre.

Additionally, Roberts Road is in need of repair and possibly improvement. However when taking into account that it is not completely clear to all parties involved whether or not Roberts Road is actually a public road or a private street, the eventual improvement of Roberts Road could possibly prove to be legally impossible, or at a minimum highly contentious, given the absence of a reasonable redevelopment plan for these three affected properties.

Numerous concepts have been analyzed and discussed with city staff over the past seven or eight months. Concepts that were considered were rear entry, individual driveways directly onto Roberts, shared driveways and even shared access via east-west T-lanes. Most of these were not actually physically possible. And although most were unmarketable, the overriding issue in each alternative was that none were as conceptually or aesthetically feasible as the current iteration considering both staff's and the developer's shared desire to present a product of the quality expected in Colleyville.

The limited amount of depth makes it technically impossible to provide access for each lot without accessing Roberts Road directly with each driveway. This would result in 12 driveways on Roberts forcing homeowners to back directly onto the road from their driveways. This was deemed unsafe and ultimately, given this proposed concept, unnecessary. Although the city's thoroughfare plan calls for a dedication of 37.5' of Right of Way, this concept allows for 26' of Right of Way which provides the development with the space necessary to integrate a one-way slip street for the residents.

The slip street provides two very important benefits from a safety standpoint. First, it results in only two access points onto Roberts, each being only one way. Second, it ensures that the residents can exit their driveways without having to back directly into the oncoming traffic on Roberts. The construction of the median between Roberts and the slip street provides ample space for a 5' sidewalk as well as a landscaped area. This landscaped area will be planted with alternating Shumard Red Oaks and Crape Myrtles which will add to the aesthetic appeal of the redevelopment along Roberts as well as help to screen the residents from the adjacent institutional and recreational uses. The median and the slip street will be maintained by the HOA.

In order to facilitate the 20.5' wide slip street, 32' of pavement is anticipated on Roberts. The current thoroughfare plan, which staff says would need to be updated when this plan is approved, calls for 75' of Right of Way and 42' of pavement. 75' of Right of Way would likely result in the demolition of residences on the west side of the road to the north of the redevelopment and therefore is not a viable option for improving Roberts Road. Realistically, 32' of pavement proves sufficient for the eventual improvement of Roberts. The city has utilized 32' of pavement on recent improvements of more heavily traveled roads. The 26' of Right of Way to be dedicated will provide for the pavement as well as a 10' parkway. The slip street is not required to be a fire lane.

This redevelopment concept strives to take into account the desires, both aesthetically and economically, of both the future residents and the community, and numerous planning and safety concerns of staff while working with the significant physical constraints, the impact of the density of the largest adjoining parcel and the neighboring institutional uses.

The residential product for this redevelopment will be in the $600,000 plus value range, adding approximately $7,200,000 in assessed property values. Water, sewer, parkland dedication and perimeter street fees are estimated to be $120,000.

1. GENERAL

a. The purpose of this PUD-R is for a single-family residential redevelopment of detached dwelling units. (It should be noted that although the adjacent Heritage Oaks is a mixture of townhomes and 40' lots, of the sixteen residences that border the Roberts Road redevelopment, 12 are attached townhomes with 30' wide lots.)

b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

a. The arrangement of lots within the subdivision shall be generally consistent with the Conceptual Site Plan.

b. The developer shall submit and receive approval from the City for a Preliminary and Final Plat in accordance with the requirements of the Land Development code prior to development of this PUD-R.

c. The developer is requesting to dedicate 26' of ROW instead of 37.5' in order to provide safer access for the residents on to Roberts Road with the construction of the slip street. Staff has said this will require an update to the Master Thoroughfare Plan.

3. PERMITTED USES

a. Single-family residences, detached

b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions. Building line setbacks established by the Conceptual Site Plan shall control where such building line setback is different from the following requirements.

Minimum Lot Size — 4,882 square feet

Minimum Lot Width — 50 feet

- This is a compatible width given the depth restriction.

Minimum Lot Depth — 97 feet

- This is from the back property line to the slip street. Actually, the minimum distance from the back property line to the edge of the Right of Way is approximately 122.5'.

Front Building Line* — 10 feet

- Necessary to maintain an approximately 40'x80' building pad. Again, the 10' is the distance from the house to the slip street, the actual setback off of Roberts is 35.5'.

Side Building Line* — 5 feet for center placed structure

Rear Building Line* — 10 feet

Maximum Lot Coverage* — 66 percent

Maximum Height — 30 feet

**These are comparable to other recently approved projects and are typical of lots of this size.*

5. OPEN SPACE

This redevelopment shall provide common open space, which will generally be configured as shown on the Site Plan and Conceptual Landscape Plan. All open space areas shall be landscaped and maintained by the Homeowner's Association. Within the open space, efforts will be made to preserve an existing Wisteria that was planted by the current owner's late wife as well as a Bradford Pear. A basic conceptual landscape plan has been provided to staff. Any trees required to be planted under the Land Development Code will have a minimum caliper as delineated in the code. The code states that 1, 3” caliper tree per 50’ of street frontage should be provided. In this case, 4 would be required but 8 are being proposed. Additionally, a minimum of two benches will be provided, one in memory of Mr. Scribner and another in memory of Mrs. Sauer.

The common open space as designed is 20.8% of the useable area of the project. The open space requirement as outlined in the code states that the percent shall be calculated using “gross residential project area.” However, staff has determined that there may previously have been some discrepancies with how the open space percentage was calculated on projects that have already been approved and are under construction. For instance, Ivy Glen was approved with a stated 20% open space requirement per the ordinance. But the open space provided is actually 18.04%. If the Roberts Road open space is calculated as such, then the open space as designed is 17.3%. The chart below outlines a comparison of Roberts Road and Ivy Glen, a recently approved project of comparable size.

	Ivy Glen	Roberts Rd.
Gross sf	141,614	113,300
ROW	14,700	18,905
Net	126,914	94,395
Open Space	25,545	19,602
% of Gross	18.04%	17.3%
% of Net	20.13%	20.8%

This chart highlights the negative impact the methodology which utilizes gross land area has on the open space calculations for properties that are required to dedicate a larger percentage of Right of Way. In this case, the percentage of gross land that is to be dedicated is 17% for Roberts Road and only 10% for Ivy Glen. Therefore, projects that are required to dedicate a large portion of the gross land for Right of Way are burdened with an inordinate amount of required open space. If the Right of Way, in other words the land that is outside of the completed residential development, is removed from the base calculation, Roberts Road open space would exceed Ivy Glen.

Since it fronts directly on to Roberts Road, the open space will not be screened or fenced in order to provide an aesthetically pleasing and reasonably useful neighborhood amenity for the existing activities and uses on Roberts Road.

Finally, although there is no precedent for including it in the open space calculation, the landscaped portion of the median fulfils the aesthetic benefit of open space since it will be landscaped with alternating Shumard Red Oaks and Crape Myrtles on 30’ centers which will greatly enhance the look and feel of the eastern side of this section of Roberts Road. Being approximately 5’ wide, the landscaped portion of the median provides an additional approximately 2,250 square feet of open space. Based on the chart above, this would bring the development’s total open space to approximately 19.3%.

6. SCREENING

- There is an existing masonry fence on the eastern boundary of the property which is owned and maintained by Heritage Oaks HOA. A 7.5' maintenance easement will be provided on the west side of this fence.

- A board on board fence no less than 6' in height will be provided on the northern property line of Proposed Lot #1, extending from the existing masonry wall the east to the 25' building line on the west. This fence will be owned and maintained by the homeowner's association.

- The portion of the median that will be landscaped over time will provide the residents with a visual screen from the adjacent recreational and institutional uses.

7. SIDEWALKS

Sidewalks will be constructed in accordance with the requirements of the Colleyville Land Development Code.

8. OTHER

a. Homes may be both single and two story construction.
b. Construction times would be limited to City of Colleyville rules and regulations (Monday - Saturday 7:00am - 6:00pm)
c. Trash will be collected curbside.
d. Mailboxes will be on a shared pedestal, two residences per pedestal, or as required by the postmaster.
e. No street trees or landscaping greater than 2' in height shall be allowed within 15' of the front property line in order to protect visibility between Roberts Road and the driveway.

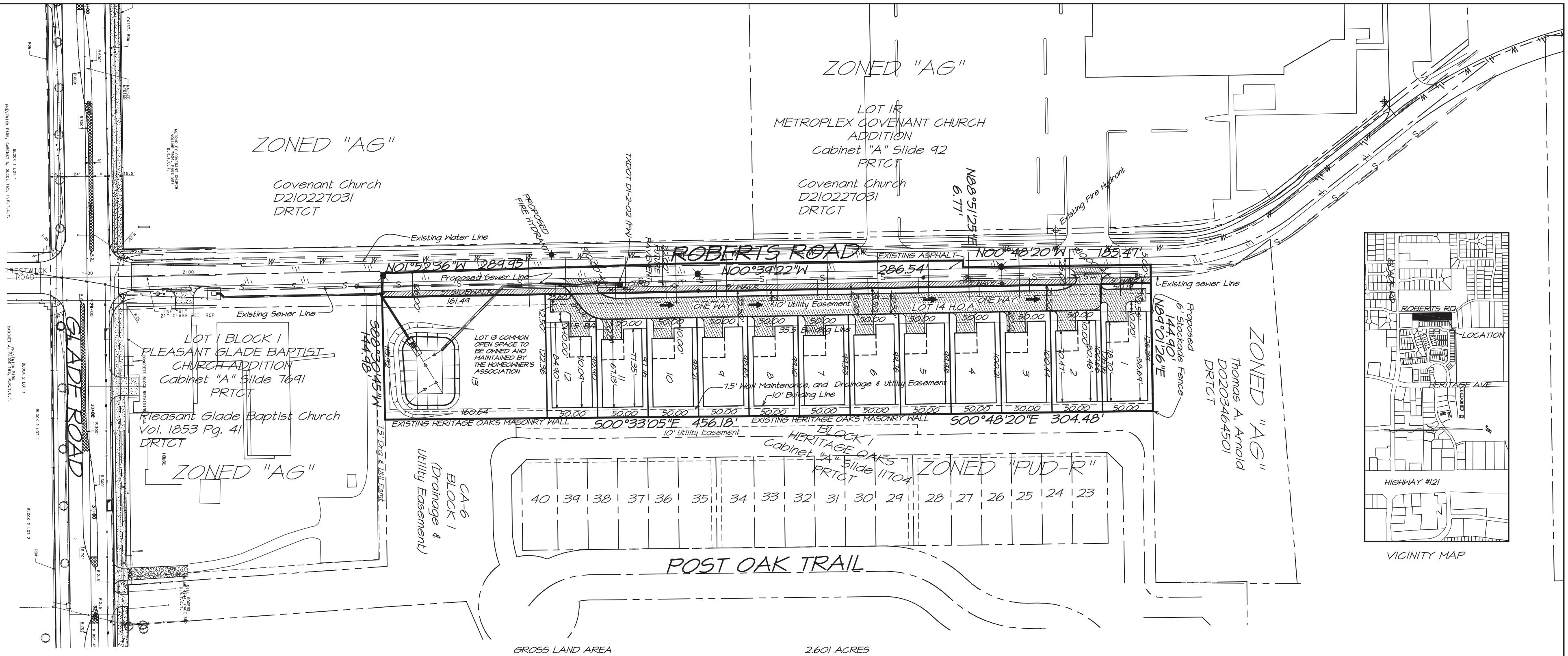
Development Schedule

April, 2015: Begin city approval process
September, 2015: Complete city approval process
October, 2015: Begin utility construction
December, 2015: Complete development construction
January, 2016: Begin home construction

Proposed Ownership

The developed lots will be owned by individuals while the common area will be owned by the Homeowner's Association.

Zoning Exhibit



GROSS LAND AREA 2.601 ACRES
AREA IN STREET RIGHT-OF-WAY 0.434 ACRES
NET AREA USEABLE 2.167 ACRES
12 RESIDENTIAL LOTS 4.61 LOTS/ACRE GROSS OR 5.54 LOTS/ACRE NET OF ROW
AREA IN LOT 13 OPEN SPACE 0.450 ACRES OR 20.8% OF NET USEABLE OR 17.3% OF TOTAL GROSS
AREA IN LOT 14 HOA LOT 0.301 ACRES OR 13.9% OF NET USEABLE OR 11.6% OF TOTAL GROSS
AREA IN TOTAL HOA 0.751 ACRES OR 34.66% OF NET USEABLE OR 28.9% OF TOTAL GROSS
AREA IN LOT 14 MEDIAN OPEN SPACE 0.052 ACRES
AREA IN POND MAXIMUM WATER SURFACE 0.08 ACRES OR 17.8% OF LOT 13
AREA IN LOT 13 OPEN SPACE NET OF POND SURFACE 0.370 ACRES OR 17.1% OF NET USEABLE OR 14.2% TOTAL GROSS AREA
AREA IN LOTS 13&14 OPEN SPACE NET OF POND SURFACE 0.422 ACRES OR 19.5% OF NET USEABLE OR 16.2% TOTAL GROSS AREA

STREET LIGHTS EVERY 300'
SIDEWALK TO BE 5' WIDE

BOUNDARY BASED ON DEED RECORDS NOT A SURVEY MADE ON THE GROUND

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

LOT 1	0.145 ac	6,326 sq.ft.
LOT 2	0.115 ac	5,028 sq.ft.
LOT 3	0.115 ac	5,016 sq.ft.
LOT 4	0.115 ac	5,005 sq.ft.
LOT 5	0.115 ac	4,994 sq.ft.
LOT 6	0.114 ac	4,982 sq.ft.
LOT 7	0.114 ac	4,966 sq.ft.
LOT 8	0.113 ac	4,944 sq.ft.
LOT 9	0.113 ac	4,921 sq.ft.
LOT 10	0.112 ac	4,899 sq.ft.
LOT 11	0.112 ac	4,882 sq.ft.
LOT 12	0.133 ac	5,777 sq.ft.
LOT 13	0.450 ac	19,594 sq.ft.
LOT 14	0.301 ac	13,097 sq.ft.

35.5' FRONT BUILDING LINE LOTS 2-11 FROM ROBERTS RD. RIGHT-OF-WAY
27.5' FRONT BUILDING LINE LOTS 1&12 FROM ROBERTS RD. RIGHT-OF-WAY
10' REAR BUILDING LINE
5' SIDE BUILDING YARDS
MAXIMUM BUILDING HEIGHT: 30 FEET, 2 STORIES
MINIMUM BUILDING LOT DEPTH 97 FEET
MINIMUM BUILDING LOT WIDTH 50.00 FEET
MAXIMUM LOT COVERAGE 66%

Metro Engineers, Inc.
Texas registered engineering firm F-552
Texas surveying firm 10100600
1101 W. Abram St., Arlington, Texas 76013-6928
Phone (817)860-1000
mengineersinc@tx.twcbc.com

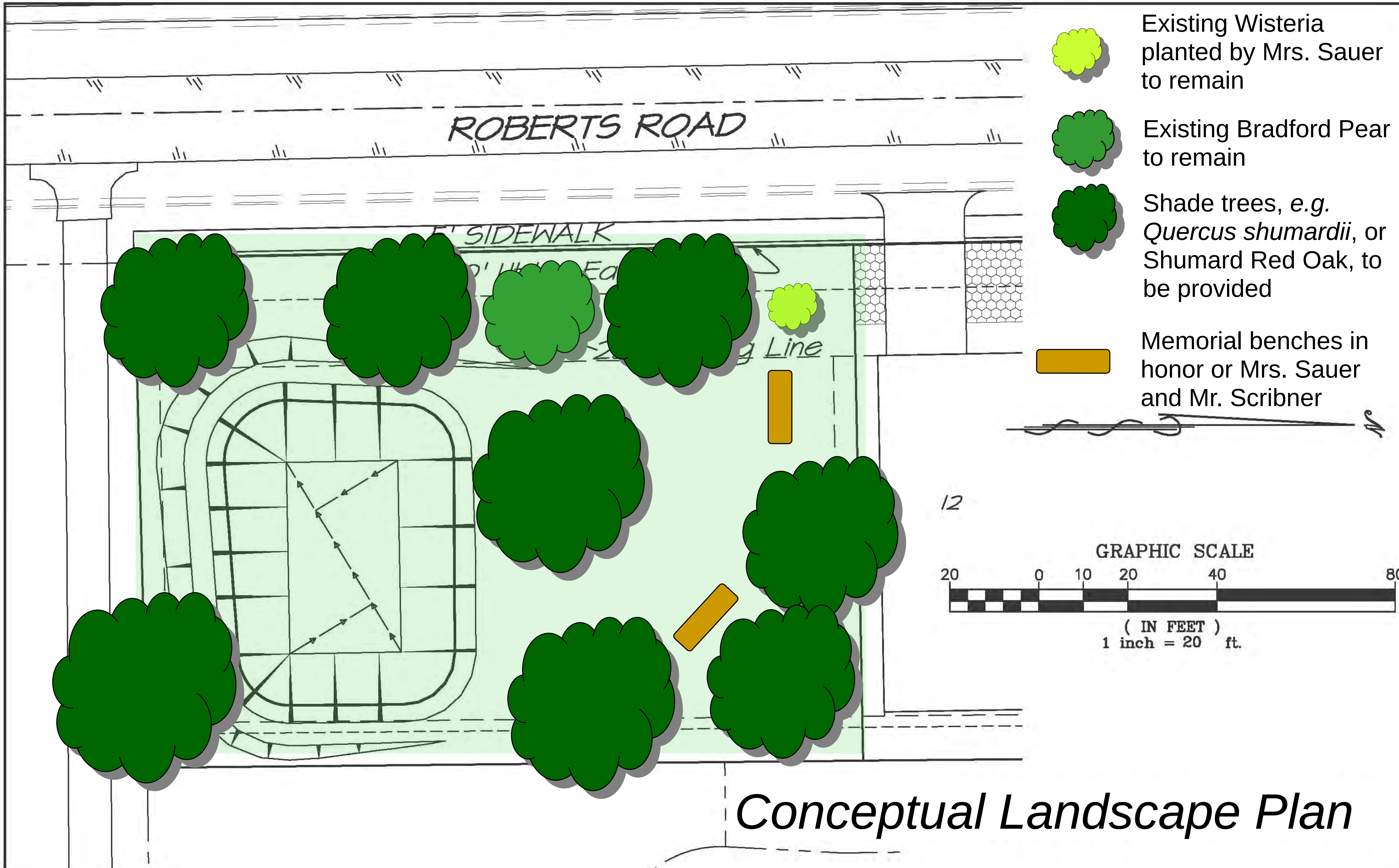
DEVELOPER:
STM/MNM Land Venture I
S. Thomas Mitchell
4209 Gateway Drive Suite 200
Colleyville, Texas 76034
PH. 817-912-3737
FAX 817-887-5959
tom@mitchellre.com

RECORD OWNER:
Kenneth W. Sauer, etux
5017 Roberts Road
Colleyville, Texas 760341
D211194191
DRTCT

RECORD OWNER:
James Gary Lecocq
5113 Roberts Road
Colleyville, Texas 76034
D203104559
DRTCT

RECORD OWNER:
Ted Scribner, etux
5201 Roberts Road
Colleyville, Texas 76034
Vol. 5564 Pg. 899
DRTCT

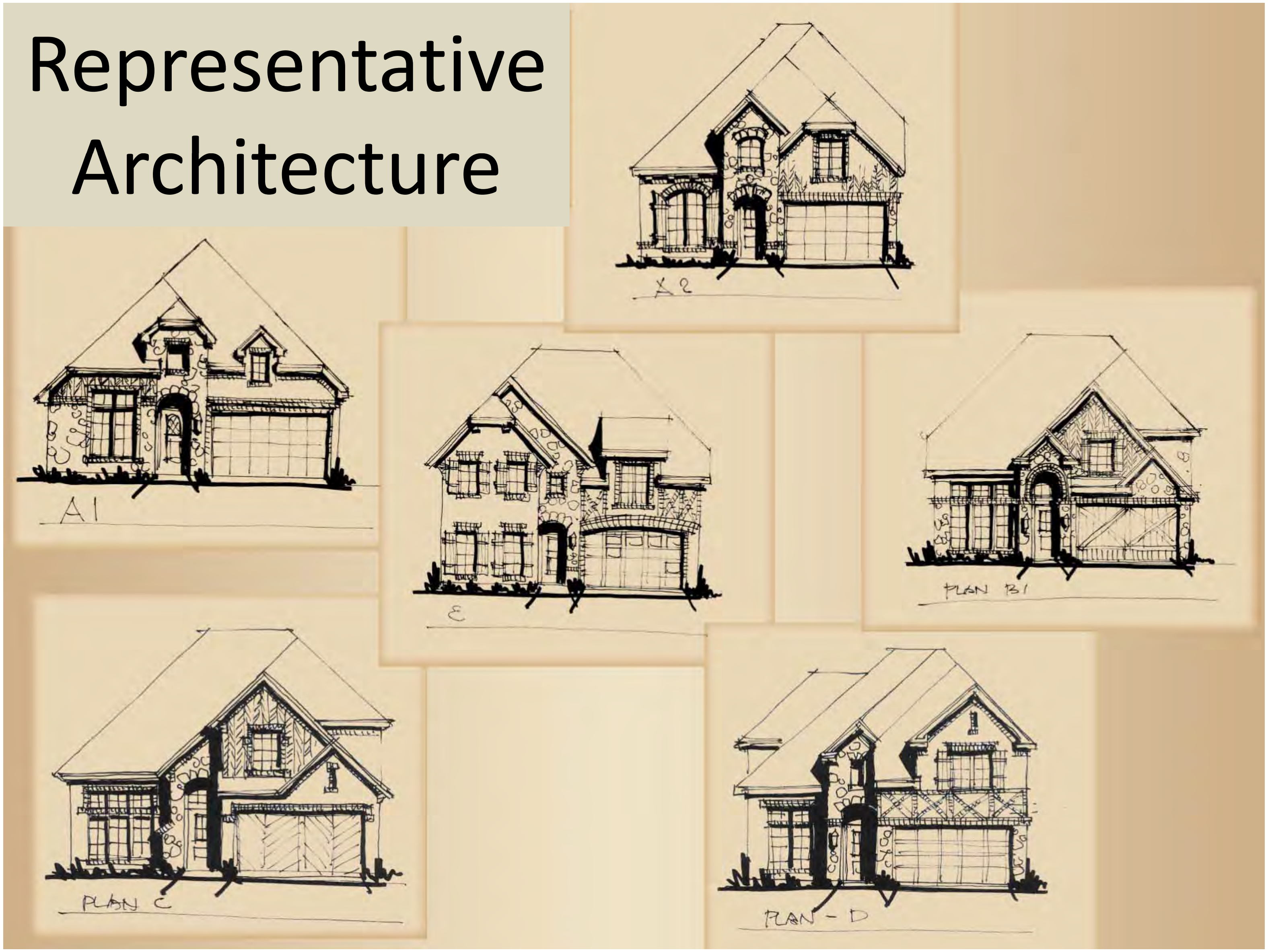
SITE PLAN ROBERTS ROAD
2.601 Acres in the G.W. Minter Survey, A-1034,
City of Colleyville, Tarrant County, Texas
July, 2015



Conceptual Landscape Plan

Slip street, slip road or slip lane examples for conceptual purposes only.

Roberts Road Redevelopment



ORDINANCE O-15-1964

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 2.60 ACRES IN THE G.W. MINTER SURVEY, ABSTRACT 1034, LOCATED AT 5017, 5113, AND 5201 ROBERTS ROAD FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC15-011; and

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

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

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 2.60 acres in the G.W. Minter Survey, Abstract 1034, located at 5017, 5113, and 5201 Roberts Road from the AG-Agricultural zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit “A” and as legally described in Exhibit “B”.

Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

<u>1. General</u>

a. The purpose of this PUD-R is for a single family residential development of 12 detached dwelling units, constructed at a maximum density of 6.4 dwelling units per acre (12 divided by 1.87 acres).

b. The subject property is subject to all the regulations contained in the Land Development Code, except as noted herein.

<u>2. Development Plan</u>

a. The development shall be generally consistent with Exhibits “C” and “D” relating to the layout and common open space, which shall not be considered the associated plat. The actual street and lot arrangement may differ from that shown on Exhibit "C" to accommodate topographic, drainage, or other conditions. All final details are subject to the other provisions of this ordinance and all other City codes and regulations.

b. The development shall provide a slip road, similar to the one in attached Exhibit "E." The photos represent the character and look the slip street shall have.

c. Homes constructed shall generally comply with the building materials, architectural style, and scale of the architecture as shown in the renderings contained in Exhibit "F."

d. Homes constructed shall utilize 100 percent masonry materials on the western (front) facades of proposed Lots 1-12, excluding windows, doors and trim.

e. Homes constructed shall utilize 100 percent masonry materials on the northern facade of proposed Lot 1 and the southern façade of Lot 12, excluding windows, doors and trim.

f. Homes shall feature wooden or faux-wood garage doors.

3. Permitted Uses

a. Single Family Detached Dwellings

b. Common Open Space Areas

4. Residential Lot Requirements and Setbacks

Residential lot requirements and setbacks shall comply with the following provisions:

a. Minimum Lot Size: 4,882 square feet

b. Minimum Lot Depth: 97 feet

c. Minimum Lot Width: 50 feet

d. Front Building Line: 10 feet

e. Side Building Line: 5 feet

f. Rear Building Line: 10 feet

g. Maximum Lot Coverage: 66 percent

h. Maximum Building Height: 30 feet

5. Open Space and Landscaping

a. This development shall provide a minimum of 17.3 percent common open space, as shown on Exhibits “C” and “D” which shall be for the aesthetic, leisure, and recreational enjoyment of the development’s residents. The open space shall comply with the provisions contained in the Land Development Code except as noted herein. All open space areas shall be landscaped and maintained by the Homeowner's Association (HOA).

b. A minimum of eight, three-inch caliper trees shall be planted on proposed Lot 13 by the developer, prior to the final acceptance of the subdivision.

c. The two existing trees as noted on Exhibit “D” shall be preserved. Should the two trees be removed, the caliper inches shall be replaced with trees meeting the standards of the Land Development Code at the rate of three times the removed tree’s caliper inches.

d. The median between Roberts Road and the slip road shall contain one tree for every 30 linear feet, to be provided by the developer prior to final acceptance of the subdivision.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars

($2,000.00) for each offense.

Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the ________ day of _________________________ 2015.

ATTEST:

Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit A –Location and Zoning Map

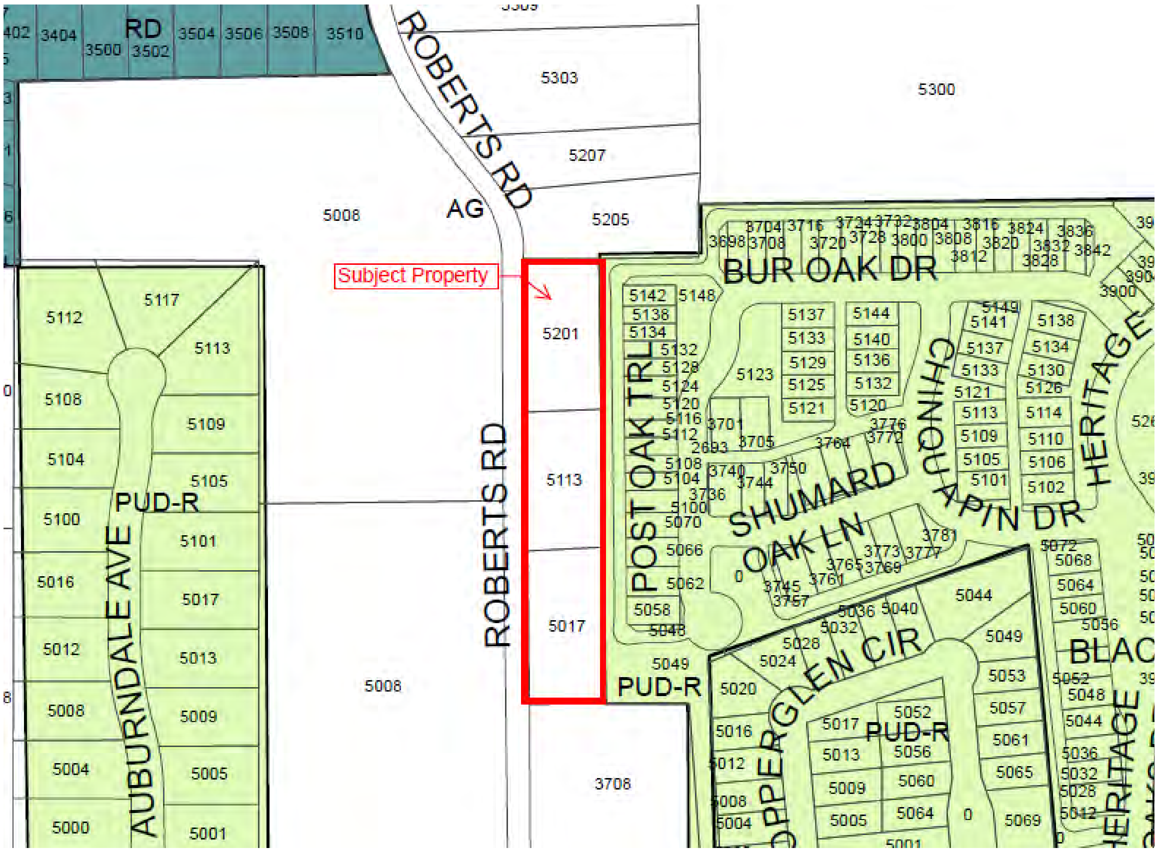


Exhibit B – Legal Description

Being a tract in the G.W. Minter Survey, Abstract 1034, City of Colleyville, Tarrant County,
Texas conveyed to Kenneth W Sauer, etux, recorded in Document No. 211194191, James
Lecocq recorded in Document No. 203104559, and Ted Scribner, etux recorded in Vol.
5564 Page 899 of the Deed Records of Tarrant County, Texas, and being more particularly
described as follows with bearings related to the west line of Heritage Oaks recorded in
Cabinet “A” Slide 11704 of the plat records of Tarrant County;
Beginning at the northwest corner of said Heritage Oaks;
THENCE S00/48'20"E, a distance of 304.48 feet along said west line to a point for a
corner;
THENCE S00/33'05"E, a distance of 456.18 feet continuing along said west line to a point
for a corner in the north line of Lot 1 Block 1 Pleasant Glade Baptist Church Addition
recorded in Cabinet “A” Slide 7691 of said Plat Records;
THENCE S88/30'45"W, a distance of 144.98 feet to a point for a corner in Roberts Road;
THENCE N01/52'36"W, a distance of 289.95 feet to a point for a corner;
THENCE N00/39'22"W, a distance of 286.54 feet to a point for a corner;
THENCE N88/51'25"E, a distance of 6.77 feet to a point for a corner;
THENCE N00/48'20"W, a distance of 185.47 feet to a point for a corner in the south line
of a tract conveyed to Thomas Arnold recorded in Document 203464501 of said deed
records;
THENCE N89/01'26"E, a distance of 144.90 feet along said Arnold south line to the POINT OF BEGINNING and containing 2.60 acres, more or less.

Exhibit C – Site Layout

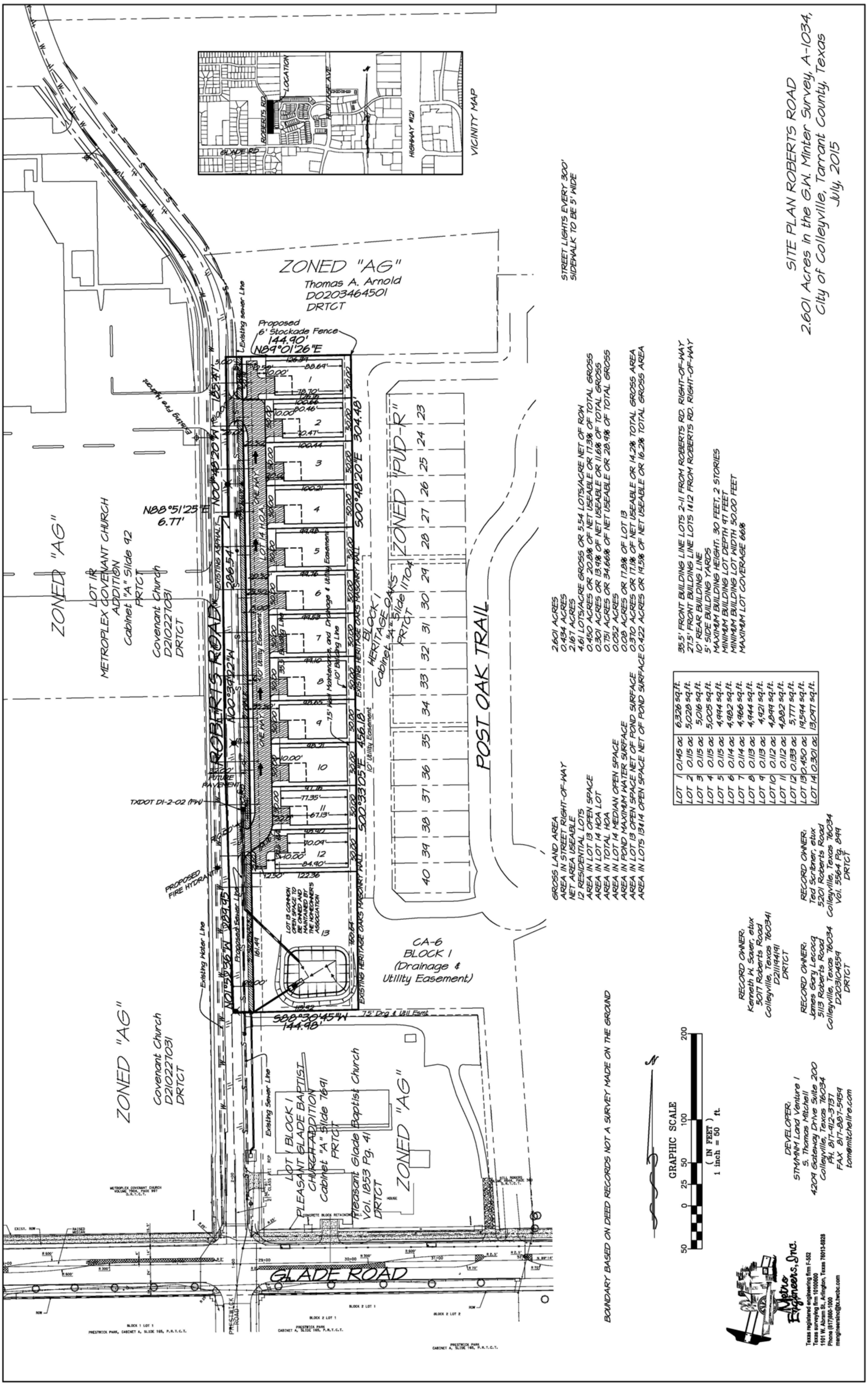


Exhibit D – Conceptual Landscape

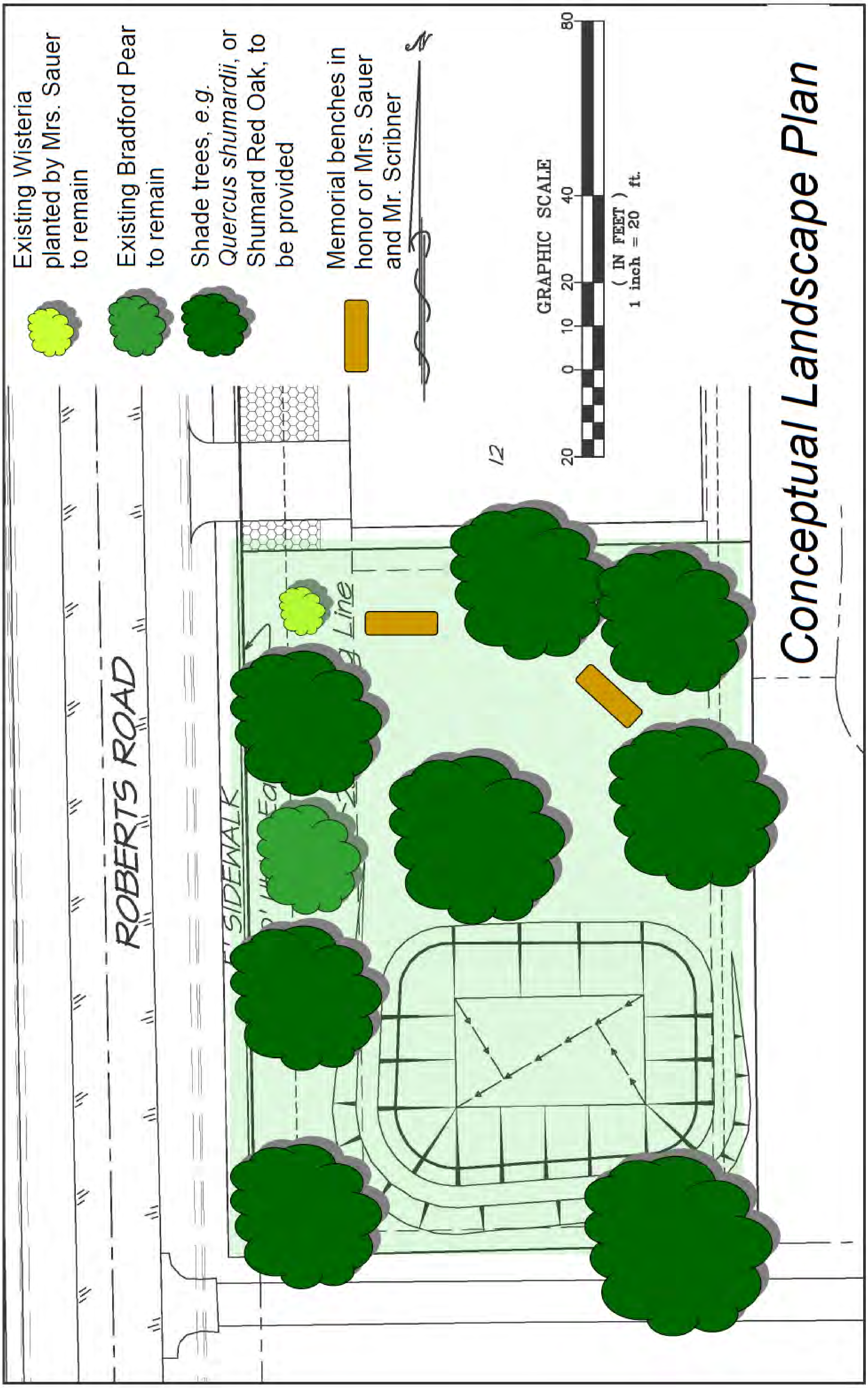
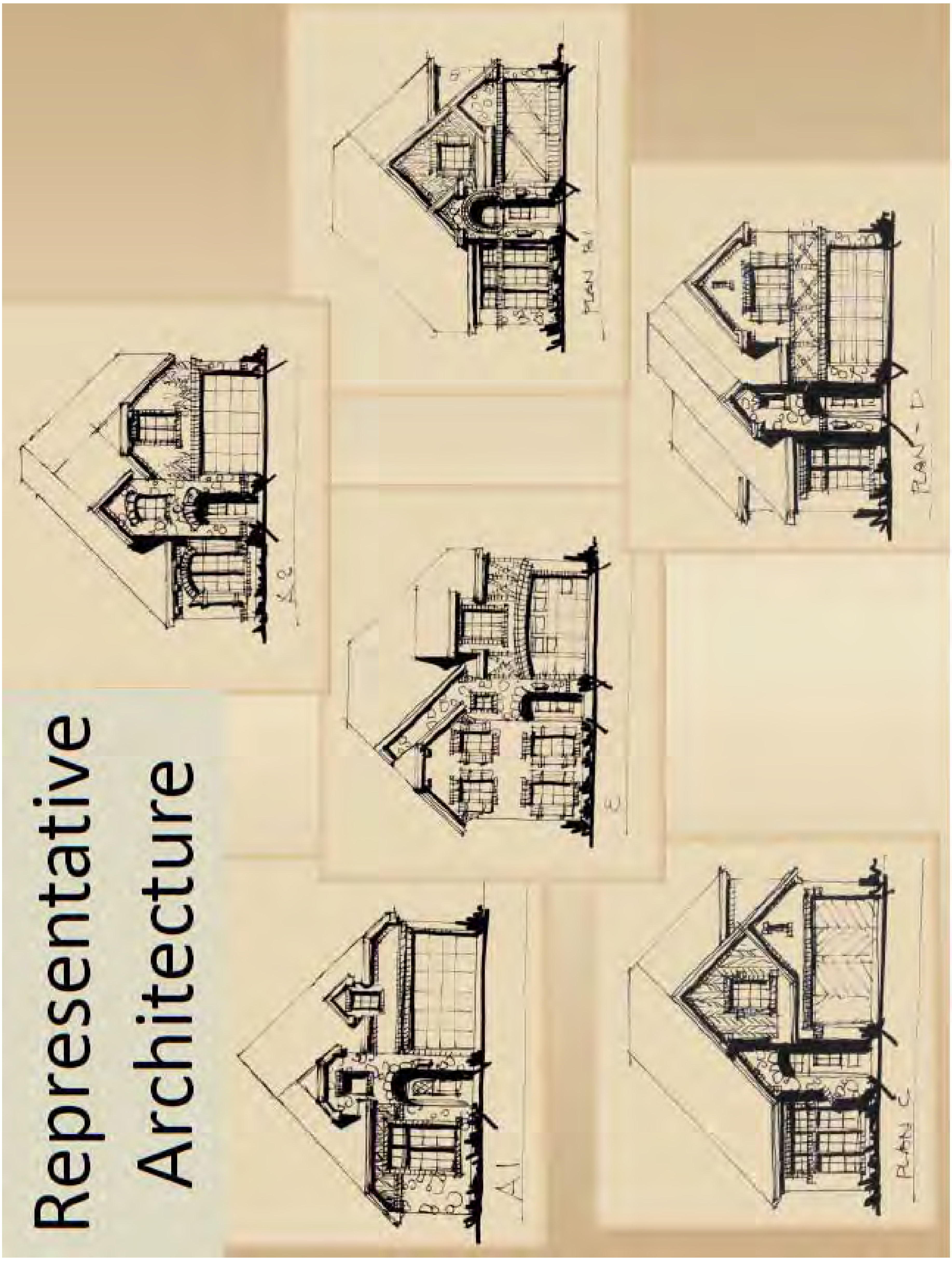


Exhibit E – Slip Road

Exhibit F – Architectural Renderings



City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6c **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1965
Type Ordinance
Department City Manager

Title
Adoption of the Colleyville Economic Development Corporation Fiscal Year 2016 (FY 2016) Budget

Strategy Map Connection
F4- Adhere to the City's financial and budgetary policies

Explanation
First Reading and Public Hearing

Per the Colleyville Economic Development Corporation (CEDC) Corporate Bylaws, the Board of Directors must adopt an annual budget for the CEDC. This budget must also be approved and adopted by the City Council. The CEDC Board unanimously adopted the Fiscal Year 2016 (FY 2016) budget proposed in attached Ordinance O-15-1965, at the annual Board meeting held August 25, 2015. This budget replicates the FY 2016 expenditures in the Economic Development Capital Improvement Program (EDCIP) FY 2016 - 2020 adopted by the Board on August 25, 2015.

The sales tax portion of the revenue estimate ($1,700,000) is one-half of the sales tax revenue estimate in the City's proposed FY 2016 budget. The budget also utilizes $1,104,240 in available cash balance, from the projected ending Fiscal Year 2015 Fund Balance of $2,733,324.

Proposed expenditures for FY 2016 total $2,568,177, as reflected in the attached FY 2016 CEDC Budget. Major components include:

Operating Expenditures:

The debt service payment for FY 2016 is $845,354, for bonds that will be paid off in 2029. Personnel costs of $192,646 fund four part-time positions for the library, a recreation specialist at the senior center, and a portion of the cost for the marketing coordinator position. In FY 2016 the individual special event budgets have been combined into a single budget of $87,000, to allow for savings from one event to be used for another event. The economic development promotional category has increased from $21,000 to $35,000 to allow for expanded marketing efforts.

Capital Expenditures:

Funding for the Colleyville Center site master plan has been continued in FY 2016, as this work will require additional funding and has not yet been completed. The plan will provide for both land and space utilization of the seven acres that includes the Colleyville Center building and surrounding grounds on Riverwalk Drive. Several equipment purchases for the Colleyville Center are included, for replacement of the dishwasher, a new fridge merchandiser, and Dyson hand dryers in the restrooms. There is an additional $5,428 for one-time equipment and an ongoing $3,700 for increased internet bandwidth, to better serve clients at the Colleyville Center. Another addition in FY 2016 is funding for a project that will upgrade the audio visual components at the Colleyville Center. Most of the technology infrastructure is original to the building and is in need of replacement. This project also moves technology components currently located on the stage into a secured room.

A portion of the project funding from FY 2015 ($60,000) for improvements at the L.D. Lockett Park Cotton Belt Trailhead has been rolled forward, as well as the $100,000 for repairs to the Senior Center. An additional $100,000 has been included in FY 2016 for an update to the Parks Master Plan, as well as $150,000 for future trail construction. The FY 2016 future projects budget totals $1,000,000, and is available for use on priorities as they are identified.

Financial Impact
Adoption will provide appropriations for the FY 2016 CEDC budget.

Recommendation
Approve

Attachments
1. Proposed FY 2016 CEDC Budget
2. Ordinance O-15-1965

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
FY 2016 Proposed Budget

FISCAL YEAR	Budget 2015	YE Projection 2015	Proposed 2016
BEGINNING FUND BALANCE	$2,412,373	$2,733,995	$2,733,324
REVENUES:			
PROJECTED 1/2 CENT SALES TAX REVENUE	$1,600,000	$1,720,000	$1,700,000
INTEREST INCOME	$4,825	$4,825	$5,467
USE OF AVAILABLE CASH	$932,791	$240,837	$1,104,240
TOTAL REVENUES	$2,537,616	$1,965,662	$2,809,707
EXPENDITURES:			
OPERATING:			
ADMINISTRATIVE	$2,000	$2,000	$2,000
2005 DEBT SERVICE	$645,383	$600,416	$603,824
WATER / WASTEWATER- MC PHERSON PARK	$18,000	$18,000	$18,540
PERSONNEL - SENIOR CENTER	$67,106	$67,106	$70,536
PERSONNEL - LIBRARY	$79,030	$79,030	$81,081
OPERATIONS - LIBRARY	$4,553	$4,553	$4,689
OPERATIONS - COLLEYVILLE CENTER	$0	$0	$3,700
PROMOTIONAL:			
OLD TYME BBQ EVENT	$15,000	$15,000	$0
TREE LIGHTING/HAUNTED TRAILS	$36,000	$36,000	$0
RED, WHITE & SOUSA EVENT	$36,000	$36,000	$0
SPECIAL EVENTS	$0	$0	$87,000
ECONOMIC DEVELOPMENT PROMOTIONAL	$21,000	$21,000	$35,000
PERSONNEL - COMMUNICATIONS	$38,392	$38,392	$41,029
CAPITAL:			
CITY PARK - LANDSCAPE AND AMENITIES- $114,000 CARRY FORWARD FROM FY14	$258,000	$258,000	$0
COLLEYVILLE CENTER -			
REPLACEMENT OF CATERING OVEN	$7,000	$7,000	$0
SITE MASTER PLAN- CARRY FORWARD	$25,000	$25,000	$25,000
DYSON HAND DRYERS	$0	$0	$3,000
REPLACEMENT DISHWASHER	$0	$0	$6,350
FRIDGE MERCHANDISER	$0	$0	$1,000
INCREASED INTERNET BANDWIDTH	$0	$0	$5,428
AV UPGRADE	$0	$0	$170,000
CITYWIDE TRAIL SYSTEM -			
COTTON BELT II SPUR @ WEBB HOUSE CONSTRUCTION-CARRY FORWARD	$50,000	$50,000	$0
PLEASANT RUN TRAIL CONSTRUCTION (BOGART TO MISSION)-CARRY FORWARD	$277,000	$277,000	$0
IMPROVEMENTS AT COTTON BELT - LD LOCKETT PARK TRAILHEAD - CARRY FORWARD	$100,000	$41,000	$60,000
FUTURE TRAIL CONSTRUCTION	$0	$0	$150,000
PLEASANT RUN TRAIL CONSTRUCTION (COTTON BELT TO JOHN MCMCAIN)	$0	$0	$0
PARKS MASTER PLAN UPDATE	$0	$0	$100,000
SENIOR CENTER			
REPAIRS- CARRY FORWARD	$100,000	$0	$100,000
FUTURE PROJECTS	$500,000	$150,000	$1,000,000
TOTAL EXPENDITURES	$2,279,463	$1,725,496	$2,568,177
EXCESS REVENUES OVER EXPENDITURES	$258,153	$240,166	$241,530
ENDING FUND BALANCE	$1,737,735	$2,733,324	$1,870,614

NOTE: A COVERAGE RATIO OF 1.4 IS REQUIRED TO MEET THE SALES TAX BOND COVENANTS FOR FY 2016; REVENUES MUST EXCEED EXPENDITURES BY AT LEAST $241,530.

ORDINANCE O-15-1965

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY

WHEREAS, the Bylaws of the Colleyville Economic Development Corporation require the Board of Directors of the Corporation to adopt a budget of proposed revenues and expenditures and the budget must be formally approved by the City Council; and

WHEREAS, on August 25, 2015, the Board of Directors of the Colleyville Economic Development Corporation approved the following budget for expected revenues and expenditures; and

WHEREAS, the Colleyville Economic Development Corporation Board of Directors and the City Council have determined that the projects, included in the annual budget for the fiscal year beginning October 1, 2015 through September 30, 2016, further the objectives of the purpose of the Colleyville Economic Development Corporation, as established by the electorate of the City and the provisions of state statute.

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

Sec. 1. THAT the budget of the proposed revenues and expenditures for the fiscal year beginning October 1, 2015, and ending September 30, 2016, for the Colleyville Economic Development Corporation, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016.

Sec. 2. THAT the revenue and expenditure amounts for the Fiscal Year 2016 budget for the Colleyville Economic Development Corporation are hereby fixed as follows:

Revenues	$2,809,707
Expenditures	$2,568,177

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the ________ day of _________________________ 2015.

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
City Attorney

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

Agenda Number 6d **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1966
Type Ordinance
Department City Manager

Title
Amending Ordinance O-14-1929 relating to the Fiscal Year 2015 budget

Strategy Map Connection
F4- Adhere to the City's financial and budgetary policies
F3- Forecast needs and plan for the future, balancing priorities with resources

Explanation
First Reading and Public Hearing

The proposed ordinance will amend attached Ordinance O-14-1929, Approving and Adopting the Fiscal Year 2015 budget, to authorize the transfer of the unspent Fiscal Year 2015 (FY 2015) General Fund budget appropriations for street rehabilitation (account 001-3310-6319) to the Capital Projects Fund on September 30, 2015. Included in the FY 2015 General Fund street maintenance budget was $3,000,000 for the rehabilitation of various streets. In order to preserve unspent funds from FY 2015 street rehabilitation projects, the unspent balance of the General Fund Street Maintenance line item 001-3310-6319 will be transferred to the Capital Projects Fund for future street rehabilitation use.

The proposed ordinance will also amend the General Fund budget to provide for the transfer of $200,000 from the General Fund to the Capital Projects Fund for management support of the Colleyville Boulevard/SH26 reconstruction project. The balance of any additional General Fund revenue received in FY 2015 that exceeds expenditures in FY 2015 will be transferred to the Capital Projects Fund for future enhancements to SH26. The funding for the proposed transfer will be from the projected increase in General Fund revenues, over the FY 2015 budgeted revenues.

Additionally, if expenditures in a department exceed the adopted budget, the city manager is authorized to transfer all or part of the unencumbered appropriation balance from one department to another, per the Charter of the City of Colleyville, Section 9.04 (D), attached.

The proposed budget amendment would also authorize the transfer of FY 2015 Utility Fund revenues that exceed the amount needed for the debt coverage ratio to a reserved cash account. The reserved funds would be designated for use solely on future capital projects for utility infrastructure.

Financial Impact
The amendment to the FY 2015 General Fund budget for the transfer of $200,000 for management support of the Colleyville Boulevard/SH26 reconstruction project and the balance of revenues received over expenditures to be transferred for future enhancements to SH26, is offset by the General Fund revenue received in excess of expenditures. Also, the funds to be transferred to the Capital Projects Fund from the unspent balance of the street rehabilitation line item account were appropriated as a part of the FY 2015 General Fund budget and there is no financial impact. Finally, the Utility Fund revenues to be transferred to a reserved cash account for future utility infrastructure projects only uses the revenue above and beyond that needed for the debt coverage ratio.

Recommendation
Approve

Attachments
1. Ordinance O-14-1929
2. Colleyville City Charter Excerpt, Section 9.04 (D)
3. Ordinance O-15-1966

ORDINANCE O-14-1929

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE ON OCTOBER 1, 2014

WHEREAS, in compliance with Article 689a-14, Vernon's Texas Civil Statutes, the city manager did file with the city secretary, a copy of the budget of the proposed expenditures for the fiscal year beginning October 1, 2014, and ending September 30, 2015, such filing being more than thirty (30) days prior to the date on which the City Council makes its tax levy for said fiscal year; and

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

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

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the budget of the proposed expenditures for the fiscal year beginning October 1, 2014, and ending September 30, 2015, which was prepared by the city manager, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015.

Sec. 3. THAT appropriation amounts for the Fiscal Year 2015 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	$23,028,218
Utility Fund (Water & Wastewater)	$14,005,640
Debt Service Fund	$ 1,382,192
Drainage Utility Fund	$ 1,121,825

Sec. 4. THAT the expenditure budget for the Fiscal Year 2015 Capital Improvement Program (CIP) of the City of Colleyville is hereby approved as follows:

Fiscal Year 2015 CIP	$24,139,048

Sec. 5. THAT the city manager is hereby authorized to execute all contracts and documents for which funding is appropriated in the aforementioned budgets.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of September 2014.

The second reading and public hearing being conducted on the 16th day of September 2014.

PASSED, APPROVED and ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE 16th DAY OF September 2014, BY THE FOLLOWING VOTE:

David Kelly	Aye	Carol Wollin	Aye
Chuck Mogged	Aye	Chris Putnam	Aye
Jody Short	Aye	Tom Hart	Aye
Mike Taylor	Aye		

ATTEST:

Amy Shelley
Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Section 9.03 Public Records:

Copies of the approved budget, capital improvement program, and supporting papers shall be filed with the City Secretary and shall be public records available to the public upon request.

Section 9.04 Amendments after Adoption:

(A) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council may, by Ordinance, make supplemental appropriations to retire indebtedness or to fund emergency appropriations as described in Section 9.04 in this Charter. (Amended May 7, 2005)

(B) Emergency Appropriations. To meet a public emergency created by a natural disaster or man-made calamity affecting life, health, property, or the public peace, the City Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of this Charter. To the extent that there are no available unappropriated revenues to meet such appropriations, the City Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time.

(C) Reduction of Appropriations. If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial actions taken by him and his recommendations as to any other steps to be taken. The City Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one (1) or more appropriations.

(D) Transfer of Appropriations. At any time during the fiscal year the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, division, or office and, upon written request by the City Manager, the City Council may by ordinance transfer part or all of any unencumbered appropriation balance from one (1) department, office or agency to another.

(E) Limitations. No appropriation for debt service may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

(F) Effective Date. The supplemental and emergency appropriations and reduction or transfer or appropriations authorized by this section may be made effective immediately upon adoption of the ordinance.

ORDINANCE O-15-1966

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING SECTION 3 OF ORDINANCE O-14-1929 OF THE FISCAL YEAR 2015 GENERAL FUND BUDGET FOR THE TRANSFER OF $200,000 FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND FOR FUTURE MANAGEMENT SUPPORT OF THE COLLEYVILLE BOULEVARD RECONSTRUCTION PROJECT ON SEPTEMBER 30, 2015; TRANSFERING THE BALANCE OF FISCAL YEAR 2015 REVENUES RECEIVED ABOVE FISCAL YEAR 2015 EXPENDITURES FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND FOR FUTURE ENHANCEMENTS TO STATE HIGHWAY 26 ON SEPTEMBER 30, 2015; AUTHORIZING THE CITY MANAGER TO TRANSFER FISCAL YEAR 2015 REVENUES RECEIVED ABOVE THOSE REQUIRED FOR THE DEBT COVERAGE RATIO IN THE UTILITY FUND TO A RESERVED CASH ACCOUNT FOR FUTURE UTILITY INFRASTRUCTURE PROJECTS ON SEPTEMBER 30, 2015; AND AUTHORIZING THE CITY MANAGER TO TRANSFER UNSPENT FY 2015 GENERAL FUND BUDGET APPROPRIATIONS FOR STREET REHABILITATION FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND ON SEPTEMBER 30, 2015

WHEREAS, the FY 2015 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding in the amount of $200,000 for management support of the Colleyville Boulevard Reconstruction Project, it is necessary to amend the FY 2015 General Fund budget to include the transfer of $200,000 to the Capital Projects Fund; and

WHEREAS, the FY 2015 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding for future enhancements to State Highway 26, it is necessary to amend the FY 2015 budget to include the transfer of the balance of General Fund revenues received in FY 2015 over FY 2015 expenditures to the Capital Projects Fund; and

WHEREAS, the FY 2015 Utility Fund projected year end revenues are anticipated to exceed the amount required for the debt coverage ratio in the Utility Fund and the City Council desires to provide additional funding for future utility infrastructure capital projects, it is necessary to amend the FY 2015 budget to include the transfer of any Utility Fund revenues received in FY 2015 over the amount required for the debt coverage ratio to a reserved cash account; and

WHEREAS, the City Council desires to preserve unspent Fiscal Year 2015 General Fund budget appropriations for street rehabilitation projects; and

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

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

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

Sec. 1. Section 3 of Ordinance O-14-1929 shall be replaced in its entirety and read as follows:

THAT appropriation amounts for the Fiscal Year 2015 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	$23,228,218
Utility Fund (Water & Wastewater)	$14,005,640
Debt Service Fund	$ 1,382,192
Drainage Utility Fund	$ 1,121,825

Sec. 2. THAT the city manager is authorized to transfer the difference in FY 2015 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund for future enhancements to State Highway 26 on September 30, 2015.

Sec. 3. THAT the city manager is authorized to transfer the difference in FY 2015 Utility Fund revenues over the amount required for the debt coverage ratio in the Utility Fund to a reserved cash account for future utility infrastructure capital projects on September 30, 2015.

Sec. 4. THAT the city manager is authorized to transfer unspent Fiscal Year 2015 General Fund budget appropriations for street rehabilitation (001-3310-6319) from the General Fund to the Capital Projects Fund for future street improvements on September 30, 2015.

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

Sec. 6. THAT the effective date of this ordinance shall be September 30, 2015.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the ________ day of _________________________ 2015.

ATTEST:	CITY OF COLLEYVILLE
Amy Shelley, TRMC City Secretary	David Kelly Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
City Attorney

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6e **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1967
Type Ordinance
Department City Manager

Title
Adoption of the proposed Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection
F4- Adhere to the City's financial and budgetary policies

Explanation
First Reading and Public Hearing

On August 11, 2015, the City Council held a worksession to review the proposed Fiscal Year 2016 (FY 2016) budget. Funding totals for the General Fund, Utility Fund, Debt Service, and Drainage Utility Funds contained in the attached ordinance are the same as presented to the City Council at the worksession. The FY 2016 budget is outlined in more detail in the attached FY 2016 Budget document, which includes the cover sheet required by Texas Local Government Code 102.007(d) as amended in 2013, budget message, revenue and expenditure detail, and the FY 2016-2020 Five-Year Capital Improvement Program (CIP). The budget for the first year (FY 2016) of the CIP contained in the budget ordinance is also the same as presented to the City Council at the worksession.

The total expenditures in each fund are:

General Fund:	$23,977,370
Utility Fund:	$15,886,362
Debt Service Fund:	$ 1,461,593
Drainage Utility Fund:	$ 917,997

Expenditures outlined in the first year (FY 2016) of the Five-Year CIP are $41,935,940.

For FY 2016, the tax rate remains at $.3559 per hundred dollars of valuation.

Financial Impact
The adoption of the budget will provide expense appropriation for the General Fund, Utility Fund, Debt Service Fund, and Drainage Utility Fund for Fiscal Year 2016. It will also authorize expenditures outlined in the first year (FY 2016) of the Five-Year Capital Improvement Program.

Recommendation
Approve

Attachments
1. Fiscal Year 2016 Budget
2. Ordinance O-15-1967

City of Colleyville
Fiscal Year 2015-2016
Budget Cover Page

This budget will raise less revenue from property taxes than last year's budget by an amount of $-603,551, which is a -4.85 percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $218,969.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2015-2016	**2014-2015**
Property Tax Rate:	$0.355900/100	$0.355900/100
Effective Tax Rate:	$0.350960/100	$0.349586/100
Effective Maintenance & Operations Tax Rate:	$0.329966/100	$0.318665/100
Rollback Tax Rate:	$0.376023/100	$0.365444/100
Debt Rate:	$0.019660/100	$0.021290/100

Total debt obligation for City of Colleyville secured by property taxes: $653,434

COLLEYVILLE

FY 2016 Budget Message

We are pleased to present the proposed FY 2016 Combined Annual Operating Budget for the City of Colleyville.

Colleyville is no longer the rural farming community it once was, but now is part of a network of cities in northeast Tarrant County that have experienced explosive growth. Our city enjoys a relaxed, rural feel, but has the challenges and issues of the modern world.

We are called on to balance the services our citizens want and expect as part of the Colleyville quality of life, while looking ahead to address and protect the future of our community. Vital services – public safety, maintenance of infrastructure and sustainable government – must be provided while encouraging and managing profitable growth.

We are committed to achieving that balance while demonstrating practical, responsible fiscal management. The fiscal year 2016 budget is based on conservative revenue projections, and aligns expenditures with the expectations of our citizens. The budget also reflects the community's priorities as identified in the City of Colleyville's Strategy Map.

The proposed budget funds current and enhanced service levels to meet the Colleyville City Council's priorities for service delivery, while maintaining the current tax rate. The budget has been formulated with a philosophy of:

- Providing high-quality governmental services consistent with citizen expectations
- Constantly seeking opportunities to improve service delivery or increase efficiency through technology, partnerships, or improved processes
- Careful stewardship of city resources, emphasizing affordability and sustainability
- Valuing our employees

Furthering our commitment to fostering community involvement and governmental transparency, a summary presentation of the proposed budget has been placed on the City's website. A public hearing on the proposed budget is scheduled on September 1, 2015, to allow citizens an opportunity to provide input. The proposed budget is scheduled for City Council final approval on September 15, 2015. Any questions or requests for additional information should be directed to Adrienne Lothery, strategic services manager, at 817.503.1112 or by email to alothery@colleyville.com.

BUDGET OVERVIEW

Over the years, Colleyville's budget document has evolved from a simple financial report with proposals for expenditures and estimates of revenue, into the City's most comprehensive annual document establishing budgetary policies. The budget decisions outlined in this document influence the fiscal state of the city, the function of its government, and budget considerations for current and future needs. It is benchmark and roadmap in one.

The City's budget, therefore, is the most important working policy and planning tool used by the City Council and staff to provide quality services to the citizens of Colleyville, as determined by the City Council and for which funds are available.

Financial Summary

The adopted budget is balanced and prepared in accordance with state law, the Colleyville City Charter, ordinances, budget policies, and in accordance with the provisions outlined in the Governmental Accounting Standards Board (GASB) "Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments."

The City provides a full range of municipal services utilizing operating funds, special revenue funds, and capital project funds to provide those services.

The combined expenditures and transfers of the City's major operating funds total $42,243,322, which is a $2,705,447 increase from the current year operating budget.

Fund Type	Adopted FY 2015	Proposed FY 2016	Change
General	$23,028,218	$23,977,370	$ 949,152
Drainage	$ 1,121,825	$ 917,997	$ (203,828)
Utility	$14,005,640	$15,886,362	$ 1,880,722
Debt Service	$ 1,382,192	$ 1,461,593	$ 79,401
Total:	$39,537,875	$42,243,322	$2,705,447

Expenditures made possible with special revenue or capital project funds are noted as such in this Budget Message, with more detail provided on the parameters governing those funds at the end of this letter in the "Proposed Budget by Fund" section. Whenever possible, the most restrictive funding source is used first, ultimately limiting the costs borne by the primarily property tax-supported general fund.

One measure of a city's financial strength is the level of its fund balance. In keeping with the City Council's conservative fiscal policy of a 90-day reserve requirement, the General Fund is projected to have 54 days over the 90-day minimum for a total of a 144-day reserve and the Utility Fund is projected to have 62 days over the 90-day minimum cash balance for a total of a 152-day reserve as of September 30, 2015.

Fund Type	Number of Days	Amount
General	144	$9,115,979
Utility	152	$5,830,797

The reserve earns interest, bolsters cash flow, and is available for unanticipated expenditures or emergencies. As a non-recurring revenue source, beginning fund balances are used to fund capital or other one-time expenses only.

BUDGET STRATEGY & DEVELOPMENT

By definition, preparation of any budget is the allocation of finite resources. The City Council, on behalf of the citizens, establishes the price community members are willing to pay for local government services.

Colleyville's budget is developed and administered to deliver the services and programs citizens say are important to them. Utilizing input such as the 2014 Citizen Survey, the City Council determines various goals and objectives, which are visually depicted in the City's Strategy Map. (A copy of the current Strategy Map is included in the appendix of this document). Staff's role is to guide the process by creating and managing a budget that reflects the Council's highest priorities.

We approach budget development with the understanding that the programs and services included in the *current* budget reflect the City Council's and community's highest priorities. However, some programs and services are not fully funded – which means adequate funding has not been allocated to sustain a program or service into the future. For example, we operate a number of city facilities, but we do not have a dedicated funding source for the eventual replacement of all major building systems and components (such as boilers and air conditioners). Those major expenditures compete for general fund dollars.

The fiscal year 2016 budget focuses on ensuring that services are provided at the high level expected by citizens, and that to the greatest extent possible current programs and services are fully funded and functioning at the desired level before new services are considered. In line with this approach, additional funding requests submitted by departments were categorized as either requests to fully fund the current service level, or as service enhancement requests. These efforts ensure that the City's resources and staffing are aligned to meet today's demands and that service levels remain sustainable in the foreseeable future.

As the budget serves as a policy document upon adoption for the upcoming fiscal year, any service level enhancements beyond those included in the adopted budget must be vetted and determined by the City Council. Changes in budget allocation will likely necessitate the loss or reduction of other programs or services to stay within the City's balanced budgetary parameters.

Strategy in Action

Development of the fiscal year 2016 budget was guided by the community's priorities as outlined in the City of Colleyville's Strategy Map. Each item has been vetted for its alignment with the goals and objectives delineated in the Strategy Map, reviewed for resource optimization, and finally weighted against both current and future community needs.

The City of Colleyville's Strategy Map outlines four focus areas: Protect and Preserve Colleyville Neighborhoods, Provide Sustainable Government, Encourage Economic Development, and Provide Core Services. Then there are four perspectives from which to view – and address - the focus areas: Learning and Growth, Financial Stewardship, Business Management and Customer Service. Each perspective is represented by a tier on the Strategy Map and contains objectives that must be achieved to ensure we are ultimately delivering on our focus areas.

The order of the four perspectives is important. When we begin with "promote learning and growth," we acknowledge that the foundation of service is the right people, who are trained and empowered to do good work. When they are in place, we are able to focus on our financial reality and being good stewards of our citizens' tax dollars. Then, with the big-picture stewardship focus in place on our financial inputs, outputs, and future needs, we are then able to look at how we "manage the business" day to day to ensure that the dollars we spend are maximized and spent on the right things. Finally, with those critical priorities addressed internally, we can serve our customers and provide the high-quality programs and services they expect. Without the right people, the right financial responsibility, and the right processes, we would not be able to serve our customers as well. And of course, we must do all of these things in order to deliver on our four focus areas.

By remaining centered on the goals and objectives outlined in the Strategy Map, the community, City Council, and staff can weigh the divergent demands of the citizenry, pursuing only those elements that help achieve the identified objectives, and thereby ensuring the highest priorities of the community as a whole are accomplished.

For this reason, every new effort and element of the City's budget, including existing programs, is tied to one or more of these objectives, as detailed in the sections that follow. The items listed under each of the four perspectives include highlights of the investments slated to receive continued funding in fiscal year 2016, any significant changes in funding, and a description of new items that are proposed to receive funding.

Issues & Challenges

Colleyville benefits from a strong residential base, which helps mitigate the negative effects of economic fluctuations. Property values have rebounded substantially from the declines experienced in fiscal years 2011 and 2012, yet the property tax rate has remained the same since 2008. Despite a hot real estate market in the Dallas-Fort Worth Metroplex, increases in property values does not necessarily result in substantially greater property tax revenue. In 2003, the City Council increased the over-65 property tax exemption to $65,000 and approved the senior property tax freeze in 2004, which serves as a significant benefit to residents. Demographic trends indicate that this benefit will continue to increase. Currently, 20.5 percent of all residential property tax accounts are frozen. The majority of additional property tax revenue in fiscal year 2016 will come from new construction. This growth area, however, is finite, as Colleyville has a limited number of vacant lots remaining.

Sales tax is the second largest revenue source, however, the city's primary commercial corridor along Colleyville Boulevard (SH26) will be under construction for the next several years. Fiscal year 2016 sales tax is projected to grow 1 percent from fiscal year 2015 year-end projections, but zero growth is projected for the following two years as construction may impact traffic to nearby businesses. The city is and will be committing significant resources to support and market the impacted businesses. While other funding sources for fiscal year 2016 remain relatively steady in the majority of revenue categories, prudent management of the

City's finances on previous and current capital improvement projects has reduced debt and, subsequently, debt service costs. The resulting debt service savings will be used to help fund current and long-term maintenance and operations priorities as delineated in the fiscal year 2016 budget. It is anticipated that the number of building permits issued and associated development-based revenue in fiscal year 2016 will be similar to the current year. As Colleyville approaches build-out, development revenues will be difficult to predict due to the declining availability of land for new development. Each revenue source is discussed in more detail in subsequent sections of this budget message.

Colleyville's history dates back to its beginnings as a farming community in the 1850s. Even when the city was incorporated a century later, it was still a rural community. Much of our infrastructure – including streets, utility lines, buildings and other community assets—are aging and inadequate to serve residents and commuters in the burgeoning northeast Tarrant County area. In developing the 2016 budget, staff has focused attention on the most urgent priorities and addressing those situations that pose the highest risk if not addressed. Staff also carefully considers which investments will serve to extend the useful life of an asset -- essentially postponing the need for full replacement for a number of years -- when making funding recommendations.

At the budget worksession in June, staff presented a five-year General Fund budget forecast to fiscal year 2020. That forecast includes conservative estimates for revenues, as well as expenditures and any changes that can be reasonably anticipated. The forecast for expenditures includes general cost increases for materials and contractual services required each year, and modest growth in personnel costs, as well as a planned draw down of $1,000,000 of fund balance for street maintenance through fiscal year 2018. This forecast served as the framework and starting point for budget discussions, helping staff and the City Council focus on the long-term budgetary implications of current funding decisions. It also helped to put long-term goals into perspective relative to the overall resources available in the General Fund. This information was weighted heavily in determining fiscal year 2016 budget priorities.

Priorities and Fiscal Year 2016 Focus

With this budget, staff recommends allocating resources 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. The service delivery plan maintains or enhances the programs and services that support one or more of the city's four focus areas: Protect and Preserve Neighborhoods, Provide Sustainable Government, Encourage Economic Development, and Provide Core Services.

Some of the priorities related to protecting and preserving neighborhoods include maintaining the lowest crime rate in Tarrant County, adequately providing for public safety operations, reinvesting in infrastructure, and planning for Colleyville's future by implementing “Destination Colleyville,” an updated comprehensive plan for the city’s growth over the next 20 years.

To further our commitment to sustainable government, priorities include investment in facilities and replacement of aging building components, leveraging technology to improve service delivery, and continuing the commitment to investing in the City’s most valuable resource—the employees who are ultimately responsible for service delivery. Local government is a service organization, and as with most service organizations, the skills, experience, education, and attitude of our employees are essential ingredients to success. We can only attract and retain quality employees if we provide compensation, facilities, equipment, and a work environment that allows each employee to reach his or her potential.

Economic development is an ongoing priority and although significant gains have been realized, it is important to continue to focus on attracting and retaining the types of commercial development that contribute to the high quality of life in Colleyville. Continued investment in this area will be key to achieving the next level of success in guiding Colleyville’s development in a way that reflects the desires expressed in the comprehensive plan. Furthermore, the impending reconstruction of Colleyville Boulevard places a unique burden on the city to support and advocate for our businesses along this corridor. Significant efforts to provide this support are detailed in the sections that follow.

As a local government, we exist to provide certain services that citizens expect, at the level they expect, for a good value. In our increasingly mobile and transient society, individuals choose which communities to become citizens of based upon how that city chooses to define core services. In Colleyville, core services are the programs and services currently funded. Over time, this definition will evolve depending on the priorities of the community.

The proposed budget provides a staffing level of 205.5 full-time equivalents (FTEs), 2.5 more FTEs than in fiscal year 2015, in order to fully fund the programs and services expected by citizens. Careful consideration was given to all position requests to ensure that decisions are both appropriate and sustainable in the long-term. The new or upgraded positions in the fiscal year 2016 budget include the addition of one urban forester in the community development department, one police officer, increasing one part-time building inspector to full time, and increasing one part-time marketing coordinator to full time. One vacant, part-time building attendant position was eliminated and the funding repurposed for the previously mentioned changes.

To sustain and plan for Colleyville’s long-term needs, the fiscal year 2016 budget includes a Five-Year Comprehensive Capital Improvement Plan (CIP). This plan identifies planned projects for the next five years, based on funding availability, and a schedule for completion. Capital projects are defined as those projects requiring an investment of $50,000 or more. Colleyville’s CIP includes projects in a number of categories, as shown in the chart below. Similar to the five-year General Fund budget projection, the CIP provides an opportunity to consider all of the city’s capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures. The CIP operates on a multi-year basis and utilizes a variety of funding sources including the City's major operating funds, impact fees, special revenue funds, and other entities such as TxDOT. While the plan itself covers five fiscal years, only the upcoming year of the five-year plan is included in the City's budget each year. In the sections that follow, major fiscal year 2016 investments in the CIP from City resources have been described in more detail.

FY 2016 Project Category	FY 2016 Project Cost
Streets	$39,499,469
Utility	1,062,600
Parks	250,000
Technology	564,700
Facilities	347,171
Other	212,000
TOTAL	**$41,935,940**

The fiscal year 2016 budget continues delivery of current citizen services while placing greater emphasis on investing in those opportunities that most significantly further one or more of our four focus areas. As is typical in local government, funding requests exceed available revenues, requiring decisions regarding what to fund. As we begin to plan for the future in more detail, not all items can be funded. The fiscal year 2016 budget is a balanced budget based on community and City Council priorities as we know them and makes significant progress toward achieving many of the city's needs and long-term goals. Those items that were not funded this fiscal year are described in a subsequent section of this budget message and may be considered in future budgets.

PROMOTE LEARNING & GROWTH

As mentioned previously, the first of the four perspectives we use is "promote learning and growth." When we begin with "promote learning and growth," we acknowledge that the right people, who are adequately trained and empowered to do good work, are the bedrock of our ability to successfully deliver on the city's four focus areas. While some efforts to promote learning and growth are made in intangible ways, such as fostering positive employee engagement, empowering informed decision-making at all levels of the organization, and ensuring our people understand the strategy and how they contribute to it, other efforts must be tangible, such as attracting, developing, and retaining skilled employees who embrace our values by offering competitive benefits and compensation that reward good and high performance. The following describes ongoing investments to do just that:

- Market adjustments - $50,306
  In June 2015, human resources initiated an annual salary market update in order to obtain data on annual market adjustments. In order to maintain the City's compensation system and keep it current, a two-pronged approach has been implemented: annual salary structure updates to keep abreast of any necessary market adjustments, and long-term comprehensive maintenance. Annual market adjustments to the salary structure are recommended to help alleviate significant salary lags between surveys. This avoids a large annual survey expense and helps maintain market competitiveness with smaller salary adjustments. Rather than performing a full comprehensive update for fiscal year 2016, a compensation and benefits consultant performed an overall review of data from published sources and, based upon data collected, recommended a 2.6 percent salary structure adjustment. Based on direction from the City Council, staff will adjust all employee salary ranges 2.6% effective October 1, 2015. Employees earning below the new minimum salary of their position's pay range will receive a market adjustment up to the new minimum of the range.

- Performance-based merit increases - $228,456
  Employees hired prior to October 1, 2015, will be eligible for a mid-year performance-based merit increase in fiscal year 2016 based on successful and exceptional performance. On an individual basis, the increase will not exceed five percent. Employees receiving a market adjustment *and* merit increase may not exceed a total increase of 10 percent. Performance-based merit increases in mid-fiscal year 2016 will be predicated on employee performance under the comprehensive performance management program implemented in fiscal year 2014. The system includes meaningful tools and a streamlined process to document employee goals, expectations, and performance to reinforce alignment of City services with citizen expectations as it pertains to the organization's expected standards.

- Employee insurance benefits
  Employee insurance benefits include medical, dental, life, accidental death and dismemberment, long-term disability, and COBRA insurance, as well as flexible spending account and health reimbursement arrangement administration. The City continues to exhibit a substantial commitment to employee benefits by funding employee and dependent medical insurance premiums based on a tiered structure tied to wellness program participation. This tiered structure for health insurance subsidies has proven to be an innovative approach to addressing increasing healthcare costs, while providing a benefit for employees that allows the City to maintain a competitive benefit position among its peer cities. Medical insurance premiums increased this year, the first significant increase in many years. However, when comparing fiscal year 2016 medical

insurance premiums to costs for medical insurance premiums in fiscal year 2010, the increase is only 2.25% above the premiums in fiscal year 2010. The net increase in medical premiums will be shared between the City and the employees through the tiered premium structure.

- Texas Municipal Retirement System (TMRS)
  The City is committed to ensuring the retirement benefit offered to employees is affordable, sustainable, and competitive. The City's current plan design does not change and includes funding for participation in the TMRS program at a contribution rate of 7.73 percent (annualized 7.76 percent), up 0.13 from the annualized rate of 7.63 percent in fiscal year 2015. TMRS is a hybrid defined contribution plan. When a TMRS member retires, the portion of their retirement annuity paid by the municipalities they have worked for is directly tied to their service time in those cities. For the current actuarial period, the City has no unfunded liability.

PROVIDE FINANCIAL STEWARDSHIP

Providing financial stewardship of the city's resources is the foundation of all efforts by City staff. Many of the investments described in this section illustrate the ways Colleyville works to ensure that our long-term needs, including planning for major asset replacements, are addressed. The City is extremely proud of achieving an AAA bond rating in all three areas of debt (tax supported, utility, and drainage) and will continue to follow the conservative financial principles and policies that have allowed us to achieve that coveted designation. Among our surrounding cities, total primary government debt ranges from $18,258,868 to $170,754,000, with Colleyville having the lowest amount. Per capita amounts range from $731 to $5,931, with Colleyville having the second lowest amount at $769. (Figures were reported in the Certified Annual Financial Report as of September 30, 2014 for each city). As we forecast needs and plan for the future, balancing priorities with resources in a sustainable way, we also will work to finance projects using currently available dollars to the greatest extent possible. Efforts to further our focus on financial stewardship in fiscal year 2016 include the following:

- Review and update of fees and charges
  Each year as a part of the budget process, staff reviews current fees and charges to ensure that amounts are set appropriately for cost recovery and to remain consistent with the market. While the number of fees and amount of fees adjusted varies from year to year, this annual review provides consistent assurance that our taxpayers are not subsidizing more services than necessary.

- Outside review of financial processes
  Each year, the City not only undergoes an audit from an outside firm to verify the accuracy of our accounting records, we also voluntarily participate in other

external reviews. These include submission of the budget document to the Government Finance Officers Association (GFOA) Budget Award program, the GFOA Certificate of Achievement for Excellence in Financial Reporting (CAFR) Award, and the Texas Comptroller's Leadership Circle for financial transparency.

- Ambulance replacement - $44,580
  Third-year funding for replacement of the front-line ambulance through a lease purchase plan is included through the Debt Service Fund. The total cost of the ambulance was $209,425, which will be paid over a five-year period, ending in 2017.

- Fire engine replacement - $125,000
  The fiscal year 2016 budget includes a down payment that is a part of a lease-purchase agreement for replacement of a fire engine through the Debt Service Fund. The total cost of the engine is $550,000, the balance of which will be paid over a ten-year period (with interest), with annual payments beginning in October 2016 and ending in 2026.

- Police vehicle replacements- $294,000
  Funding for replacement of four marked police vehicles, two motorcycles (one replacement and one additional), and one unmarked police vehicle is included in the fiscal year 2016 CCCPD budget. The fleet management plan for the police department calls for retaining patrol vehicles for a period of three years and replacement of five vehicles annually, replacing unmarked vehicles on an as-needed basis. Replacement plans are consistent with the funding available in the CCCPD budget and provides for long-term sustainability of the police fleet. The Fleet Plan has not addressed motorcycles in the past, however going forward they will be included in the annual fleet management updates.

- Replacement of vehicles and capital equipment (General Fund) - $252,000
  The fiscal year 2016 budget includes a transfer from the General Fund to the Capital Equipment Replacement Fund, for which $72,000 is designated for replacement of servers and other technology, and $180,000 is designated for the replacement of vehicles and equipment utilized by programs accounted for in the General Fund. The portion designated for replacement of General Fund vehicles increased by $10,000 from the prior fiscal year, to bring the fire department vehicles (non-apparatus) into the replacement schedule.

- Replacement of vehicles and capital equipment (Utility Fund) - $81,100
  This funding has been budgeted to set aside resources for replacement of vehicles and capital equipment that are utilized by programs accounted for in the Utility Fund.

- Replacement of two vehicles (Drainage Fund) - $45,917
  This funding provides for the replacement of a 2003 F250 truck and 2004 F250 truck with an F150 truck and F250 truck. These vehicles are utilized by programs accounted for in the Drainage Fund.

- Replacement of City Hall façade lighting- $42,971 (one-time expenditure)
  Maintaining city facilities is always a priority and current lighting under the roof line of City Hall and the signage lighting on the front of City Hall and the Library has burned out in several places. This funding will replace the current lighting with LED lighting. Due to the need to rent a lift to reach the lighting under the roof line, all lighting will be switched out at one time.

- Replacement doors for Fire Station 1 - $66,000 (one-time expenditure)
  This funding has been budgeted to replace the existing overhead doors at Fire Station 1 with four-fold doors. The overhead doors have required extensive maintenance and repairs over the last several years. Four-fold doors have lower maintenance costs and improved visibility for operators inside a truck.

- Replacement and upgrade of Colleyville Center A/V technology - $170,000 (one-time expenditure)
  This funding will replace and upgrade the technology infrastructure components and wiring that is original to the Colleyville Center (1998). This investment will also provide a secure location for receivers, transmitters, and controller components currently housed on the stage, as well as independent operation of sound and video systems in all three rooms. The project will allow the Center to provide a consistent service level, one that utilizes current technology, by bringing all technology up to current digital standards. While this project is one-time in nature, we recognize that staying up-to-date with technology requires on-going investment on a periodic basis.

MANAGE THE BUSINESS

Starting with the right people who are trained and empowered to do good work, we are able to focus on our financial reality and being good stewards of our citizens' tax dollars. We are then able to focus internally and evaluate how we "manage the business," ensuring that the dollars we do spend are maximized and spent on the right things. This may include process improvements, investments in technology to leverage our personnel resources, partnerships with other agencies to reduce redundancy and improve efficiency, and communication efforts that cultivate a culture of transparency. The items that follow highlight continuing or enhanced investments in how we "manage the business":

- Digitizing documents to Laserfiche - $37,000
  Staff contracts with a third party to have physical documents currently located in storage digitized. The fiscal year 2016 budget includes funding to continue this work on an incremental basis each year, until all City documents have been transitioned into a digital format, increasing transparency and improving service for citizens and customers.

- Phase II courts technology upgrade - $68,942 (one-time expenditure)
  Phase II of the courts technology upgrade includes the replacement and upgrade of audio visual equipment, including document cameras, television, and functional control system of the courtroom at the Colleyville Justice Center. Some of the cost will be shared with the City of Keller, our partner in the joint municipal court, and a portion of the cost will be funded by the Court Technology Fund. The General Fund impact is expected to be $15,000.

- Phone system software upgrade - $13,879 (one-time expenditure)
  The City's current phone system software will no longer be supported by Cisco after this year. This funding will pay for the contract labor to upgrade to the latest version of the software and the new software costs will be provided as a part of our software maintenance agreement.

- Internet redundancy - $7,829
  Purchase of a load balancer and contracting with a second internet carrier will allow for redundancy should an internet outage occur. Continuous use of the internet is critical to serving citizens, as a significant number of the City's software programs are now web-based.

- Additional digital signage - $4,222 (one-time expenditure)
  In an effort to communicate with citizens and customers in a variety of ways, digital signage will be expanded to both the lobby of City Hall and the Senior Center. The digital signs will be programmed to show regularly updated material that advertises public meetings, special events, and other helpful information.

- Urban Forester position - $104,488
  In order to continue to manage and oversee tree and landscaping functions in the development process, an urban forester position has been included in the fiscal year 2016 budget. This position will be responsible for the review of tree preservation plans, tree mitigation plans, tree removal permits, and tree surveys, as well as inspections and any other coordination of work related to trees throughout the community. This position will also work closely with other City staff in the maintenance and preservation of trees on City-owned property.

- Land Development Code updates - $50,000
  The adoption later this year of the updated Colleyville comprehensive plan, *Destination Colleyville*, will necessitate updates to the Land Development Code. These updates will include subjects such as zoning districts, overlay districts, subdivision regulations, and streamlined development processes. Because this work is anticipated to take several years, funding is programmed as on-going.

The adopted budget provides contract services with other governments and agencies in the following areas:

- *Municipal Court:* In fiscal year 2013, Colleyville and Keller broke new ground as the first Texas cities to consolidate their municipal court operations. The combined court, now in operation for two years, is transitioning to a paperless environment that will streamline processes and further efforts to manage our document retention electronically. Keller's portion of the cost is anticipated to be $247,689 for fiscal year 2016, compared to $217,697 for the prior year.

- *Animal Control:* In fiscal year 2013, Colleyville and Southlake consolidated animal control and shelter services with Keller, a change that resulted in improved animal services in all three communities, reduction of redundancy in operations, better utilization of building and technical resources, increased training time for employees, sufficient staffing for dedicated shelter and adoption personnel, and improved compliance with state and national standards for the humane treatment of animals. The fiscal year 2016 budget for this agreement, which pays for Colleyville's proportionate share of the costs, increased by $13,397 compared to fiscal year 2015, based on the calculations provided by the city of Keller on Colleyville's utilization of shelter and animal services.

- *Communications and Jail Services:* Continuation of funding for the regional communications and jail services is included in fiscal year 2016 through a multi-year interlocal contract with Keller and Southlake. This funding budgeted for fiscal year 2016 increased by $21,610, which reflects Colleyville's proportionate cost of the interlocal contract. Additionally in fiscal year 2011, Tarrant County 9-1-1 leased the Colleyville Communications Center as a permanent backup site, which created additional revenue. Tarrant County 9-1-1 also will keep the facility up to date with the latest technology.

- *Northeast Fire Department Association (NEFDA):* This association of 14 cities in Northeast Tarrant County provides resources, support, and staffing for emergency events such as a water rescue, HAZ-MAT incident, or an event involving an explosive device. Participating cities contribute financially to maintain and replace equipment or apparatus needed to respond in these situations, in addition to an annual operating fee.

- *Public Safety:* Colleyville will continue participation as a member city in Tarrant County's NETCO radio consortium. In 2014, the NETCO consortium completed an upgrade to our 800MHz trunked radio system to Project 25 (P25) capability. The P25 conversion included all radio equipment (i.e., towers, consoles, portable radios, and handheld devices). Capital costs related to the upgrade are paid annually by the debt service fund through fiscal year 2016. NETCO member cities will continue to contribute to the consortium for future maintenance and system enhancement costs.

- *Street Overlay:* To maximize street maintenance activities, the City will continue partnering with Tarrant County for county labor resources for one street maintenance project per year. For these projects, the City provides funding for materials. The county has specialized street overlay capabilities and has shown a continued interest in assisting our maintenance program.

- *Teen Court:* Along with Grapevine and Keller, Colleyville partners with Southlake to operate the Metroport Teen Court. The fiscal year 2016 CCCPD budget provides funds for our continued participation in this program in the amount of $33,750, one fourth of the total annual program cost.

- *Elections:* Staff recommends continuation of the contract with the Tarrant County Elections Center to conduct local elections at an annual cost of $7,000. The efficiency and expertise provided by the county enhances the quality of the electoral process available to our citizenry.

- *Tax Assessment and Collection Services:* The City will continue the agreement with the Grapevine-Colleyville Independent School District (GCISD) for tax collection services.

SERVE OUR CUSTOMERS

To serve our customers and provide the high quality programs and services they expect, we must start with the right people, the right financial focus, and the right processes. Without attention to those foundational perspectives, we cannot serve our customers well. Investments in the area of "serving our customers" typically include items that are tangible to our citizens. In fiscal year 2016, highlights of continuing or new investments in this area include:

- One new police officer position- $72,058
  The addition of one new police officer position is included in the fiscal year 2016 budget, to be funded from the Colleyville Crime Control and Prevention District (CCCPD) budget. This position reflects the City Council's commitment to adding one new police position each year through fiscal year 2016. The staffing plan for fiscal year 2017 through 2020, which includes the addition of two new police officers and one additional supervisory position, will be incorporated into the CCCPD budget as funding allows.

- Street maintenance - $3,000,000
  A consistent focus by the City Council has been to provide the necessary funding to maintain the city's street infrastructure. Given this, the adopted budget provides a base level of $2,000,000 for street maintenance/rehabilitation and an additional $1,000,000 through a strategic draw-down of General Fund fund balance (while still maintaining a healthy fund balance in excess of the adopted 90-day reserve requirement). This strategic draw down is anticipated to continue through fiscal year 2018 based on the current financial forecast. At that point, other funding must be identified to continue the same level of street maintenance. The fiscal year 2016 total of $3,000,000 for street maintenance in the General Fund will be used as a funding source in the comprehensive CIP, to be distributed among various projects based on relative priority. Prior to fiscal year 2016, $600,000 of the $3,000,000 allocated for street maintenance has

been used for concrete repairs and pavement markings. In fiscal year 2016, the full $3,000,000 will be used for street CIP projects. Street maintenance funding in prior fiscal years (2013-1015) has provided for significant accomplishments, including the following projects: Heritage Avenue, Windview Estates, Kingston Estates, Pleasant Run Road, Cheek-Sparger and Jackson roundabout, Jewel Estates, Jackson Road, Lavaca Trail Road, White Chapel Bridge repairs, Bedford Road retaining wall, sidewalks, metal beam guard fences, pavement markings, and various emergency repairs.

- Dedicated funding for concrete repairs - $500,000 (one-time expenditure)
  As mentioned previously, concrete repairs have historically been funded by using a portion of the street maintenance budget allocation. In fiscal year 2016, a dedicated budget for concrete repair has been included. Funding availability will be evaluated next year to determine whether this can be included on an annual basis.

- Dedicated funding for pavement markings - $100,000
  A dedicated budget for pavement markings has been included to set aside funding for this purpose on an annual basis, and to eliminate the need to use a portion of the $3,000,000 street maintenance allocation for pavement markings. This will allow a greater portion of the street maintenance budget to be utilized on street CIP projects.

- Colleyville Boulevard/SH26 reconstruction project management - $200,000
  To ensure adequate city involvement in managing the upcoming reconstruction of Colleyville Boulevard, an additional construction manager will be temporarily assigned to that project for its duration. In addition to the staff support of this project, funds for additional advertising, promotion, and support of our affected businesses, as well as additional communication with citizens and visitors during the project, are also included. The fiscal year 2016 cost of the temporary position and the additional communications costs are to be funded through a transfer of net revenues over expenditures at the end of fiscal year 2015. It is anticipated that these expenses will need to be budgeted through fiscal year 2018.

- Maintenance of medians on Colleyville Boulevard (SH26) - $30,000
  With the completion of Phase I of construction work, additional funding has been included for the maintenance of the medians. This horticultural work will include maintenance of landscaping material, inspection of irrigation components, and litter control.

- Building Inspector to FT - $42,687
  The fiscal year 2016 budget includes funding to bring the part-time building inspector to a full-time position. Current building activity necessitates employing two full-time inspectors to maintain current service levels and same-day inspections. Bringing the part-time inspector up to full-time will also allow for coverage of inspections when the current full-time inspector is out of the office.

- Marketing Coordinator to FT - $32,900
  Funds have been allocated to expand the existing part-time marketing coordinator position to a full-time communications and marketing position that will place an emphasis on digital platforms. This change reflects the growing demands and challenges of executing the city's communications and marketing efforts across both digital and traditional platforms, increased demand for communications on major projects in the city—especially road construction projects, and a heightened need for more emphasis on marketing the city and its business community. In this budget year, in addition to ongoing communications and marketing efforts, the communications and marketing department also has been charged with designing and developing a more robust, accessible website, and with developing and executing a major marketing effort to promote the city's business community.

- Transfer to Capital Projects Fund - $200,000 (one-time expenditure)
  Additional one-time funding has been included in the fiscal year 2016 budget to be transferred to the Capital Projects Fund for use on future capital projects. Careful consideration was given to ensure that not all available funds were obligated to recurring, or ongoing, expenses. Dedicating some of the funding available for allocation in fiscal year 2016 to one-time purposes that serve the City's long-term goals is a prudent use of these funds. This strategy was also used in fiscal year 2015, when $300,000 was allocated for one-time capital projects, and has made the following projects possible: Fire Station 1 training room technology update, backup power generator for City Hall, replacement of access control technology at City Hall and the Library, Fire Station 3 capital maintenance (primarily roof), and landscaping of the Glade/Pool roundabout.

- Sidewalk repair – $50,000
  The budget maintains funding for the repair and maintenance of sidewalks, helps ensure pedestrian safety, and enhances Colleyville's "walkability" factor. Funding in the amount of $50,000 is recommended for ongoing maintenance.

- Court "Notify" System – $8,400
  Court Technology Fund resources, which are generated from collection of the Municipal Court technology fee imposed on convictions on cases adjudicated in the Court, are planned to be used for the purchase of the "Notify" system from the current court software vendor, Incode. This system will allow employees to auto-notify individuals through phone and/or email when court must be rescheduled (such as in cases of inclement weather) as opposed to spending extensive staff time manually calling each person affected.

- Integrated Mosquito Management Plan funding increase – $25,000
  The budget allocates additional funding to the Integrated Mosquito Management Program to allow for targeted application of adulticides. Actual expenditures will be directly tied to the amount of mosquitos testing positive for West-Nile Virus during the mosquito season, but recent trends indicate that additional resources will be required.

- The cost of purchasing potable water from the Trinity River Authority (TRA) has increased during the past year, and is expected to continue to increase, due to additional TRA operational costs, which includes the increased cost of purchasing raw water from the Tarrant Regional Water District (TRWD), and decreased usage through effective water conservation by area cities. In July 2015, the City Council approved a new rate structure that passes through these cost increases to customers.

- Water and wastewater renewal program - $1,062,600
  As part of the City's focus on long-term infrastructure needs, the fiscal year 2016 Utility Fund budget significantly increases the investment for proactive replacement of City water and sewer lines, valves, pumps, lifts, manholes, inlets, and other materials used in the delivery of potable water to, and the removal of sewage from, Colleyville homes and businesses. This investment is utilized as the primary funding source for the water and wastewater CIP projects. Funding for these projects was made possible by the new rate structure approved in July 2015.

- Colleyville Clean Sweep - $12,000
  Staff recommends continuation of the household hazardous waste collection program and the Clean Sweep annual collection with $12,000 from the Drainage Fund and a conversion of solid waste franchise revenue in the amount of $15,000, for total program funding of $27,000.

- Trail system investments - $210,000 (one-time expenditure)
  The proposed 2016 CEDC budget includes the carry forward of funding for incomplete projects- improvements at the Cotton Belt – LD Lockett Park trailhead and $150,000 for the construction of future trails for which a location has yet to be determined.

- Parks Master Plan update - $100,000 (one-time expenditure)
  The existing Parks Master Plan was adopted in 2011 and is due to be updated. Funding has been included in the CEDC budget for this purpose.

ITEMS NOT FUNDED IN FISCAL YEAR 2016

As is typical in local government, funding needs often exceed the revenues available. Decisions must always be made as to what items are funded in the budget. The items described below were not included in the fiscal year 2016 budget, either due to a lack of available funding or because these items represented a lower overall priority than other items. Every request for additional funding was evaluated and ranked by the staff Leadership Team, which played a large role in determining those items chosen for inclusion in the fiscal year 2016 budget. When ranking each funding request, the Leadership Team referred to a set of criteria, which included considering how and to what extent the request furthers the goals laid out by City Council in the Strategy Map, any risks presented by not funding a request, whether the request addresses an area identified in the City's performance measures as needing improvement, staff's ability to execute and implement the request if funded, what prompted this request, and overall impact of funding the request compared to the financial investment required.

- City Hall/Library exterior LED lighting - $17,400
  This funding would replace the eight existing parking lot pole lights on the West side of City Hall with LED lights.

- Justice Center exterior LED lighting - $40,920
  This funding would replace the existing parking lot pole lights with LED lights on 13 single head pole light fixtures, 6 double head pole light fixtures, 2 flood light fixtures, and 10 flood bridge light fixtures.

- Additional fire inspector/investigator - $107,000
  The addition of another position focused on fire inspections and investigations would provide an enhanced service level, including annual inspection of commercial buildings. Further evaluation of this enhanced service level is planned in order to determine if there could be an offsetting revenue through the creation of an annual inspection fee and the openness of the business community to this type of service.

- Folding doors at Fire Station 3 - $44,000
  Funding would replace existing overhead doors with four-fold doors that have lower maintenance costs and improved visibility for operators inside a truck. Four-fold doors are already installed at Fire Station 2 and funding is included in the fiscal year 2016 budget for installation at Fire Station 1.

- Senior Center Classroom A/V replacement - $6,954
  Replacement of the projector and screen in the classroom at the Senior Center was considered, but not funded due to the limited use of this equipment.

PROPOSED BUDGET BY FUND: GENERAL FUND

In developing the fiscal year 2016 budget, the objective was to achieve a balance between revenues and expenditures, and prioritize operational needs with long-term community investment strategies. As mentioned previously, efforts are made to identify other funding sources before committing general fund dollars to a project or cost, limiting the reliance on the primarily property tax supported general fund. The general fund accounts for the resources and expenditures related to the generally recognized governmental services and/or functions provided by various City departments – it is a governmental fund type.

Revenues
General Fund revenues in the adopted budget total $24,018,492. Major revenue considerations include:

- An increased operation and maintenance (General Fund) portion of the tax rate due to declining bonded indebtedness. There is no overall increase in the total tax rate.
- An increase in ad valorem revenue due to a 2.76% increase in property values
- Increased sales tax revenue
- An increase in licenses and permits, as well as charges for service, based on historical trends and increase in development activity in Colleyville

Property Tax
The primary source of income for the City is property taxes, accounting for 54 percent of total revenue. The biggest budgetary issue in preparing the annual budget is the setting of the property tax rate. Once the roll is received in late July, the tax rate is determined by the debt rate needed to pay for the City's bonded indebtedness and funds needed for maintenance and operation funding in the General Fund.

The Tarrant Appraisal District has certified Colleyville's property valuations for 2015 at $4,204,340,103 ($4,106,312,095 in certified value and $98,028,008 in pending appeals and incomplete valuations), and includes $61,525,400 in new construction. This represents an increase of $113,036,582 (2.76%) over the current year's taxable valuation of $4,091,303,521, per the July 25, 2014 certified values. The value of existing property on the tax roll increased by $51,511,182 (1.26%) over the current year's taxable valuation. The total taxable value includes TIF zone property, which has a combined taxable value increment of $267,715,328 (TIF Zone #1 adopted in 1998- $265,051,758 and TIF Zone #1A adopted in 2012- $2,663,570). TIF values include $7,070,556 in new construction, which is reflected in the new construction total for the entire tax roll above. The final TIF value is subject to change, as valuation is still under appeal. This represents an increase of $6,586,339 (2.52%) over the current year TIF valuation of $261,128,989.

As submitted, the fiscal year 2016 budget maintains a property tax rate of $0.3559 per $100 value. The tax rate is comprised of an operation and maintenance rate of $0.33624, and an interest and sinking rate of $0.019660. The latter component provides funding for retirement of the annual debt obligations. The property tax rate of $0.3559 is slightly above the effective tax rate of $0.350960. The effective tax rate is the rate at which the City would raise the same amount of revenue raised in the last fiscal year.

As shown in the following table, the 2016 property tax rate will increase the typical homeowner's tax bill, compared to this year's tax billing, by $7.66.

Budget Year	Average Residential Property Value	Property Tax Rate	Average Property Tax Payment
2010	$398,957	$0.3559	$1,419.89
2011	$397,472	$0.3559	$1,414.60
2012	$396,817	$0.3559	$1,412.28
2013	$397,889	$0.3559	$1,416.09
2014	$406,040	$0.3559	$1,445.10
2015	$421,497	$0.3559	$1,500.11
2016	$423,650	$0.3559	$1,507.77

Sales Tax

The second major financial consideration guiding development of the budget is the growth of sales tax revenues. The City collects a total two percent sales tax: one percent for General Fund with the remaining one percent allocated for two half-cent special purpose districts. A positive trend in the local economy along with the opening of Whole Foods Market and other businesses at Colleyville Downs has generated increased taxable sales. A conservative one percent increase in sales tax over the fiscal year 2015 year-end projection is budgeted, as this revenue source is one of the most volatile.

Licenses and Permits

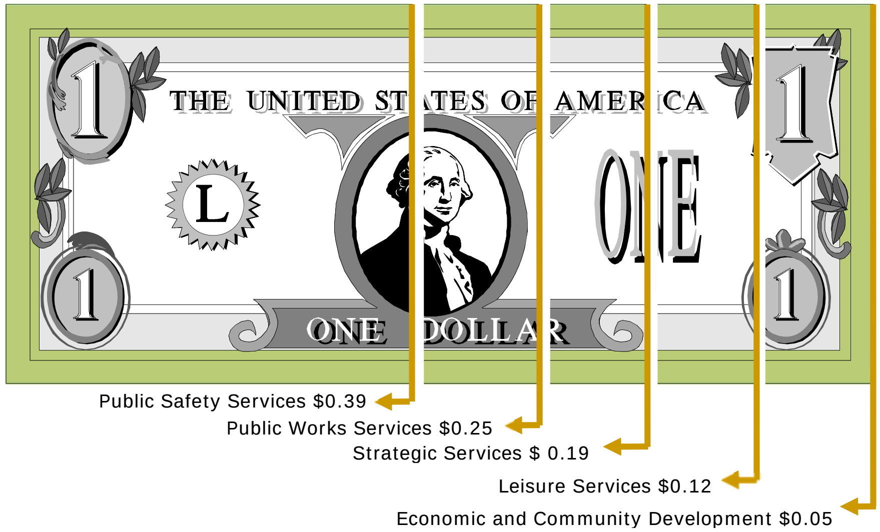
Building-related revenue remains relatively consistent with the actual revenue received in the last several fiscal years. License and permit revenue has continued to exceed budget projections based on the increase in development activity in Colleyville, but budgeted projections are not increased until several years of trend are established in order to maintain our conservative forecasting practices. The fiscal year 2016 budget for license and permit revenue makes up almost 4 percent of general fund revenues. Based on current interest rates and the number of lots that have been approved or are under construction, staff anticipates the current rate of construction of new single-family residential homes will continue in the near term. There are also commercial developments and redevelopments anticipated for fiscal year 2016.

Intergovernmental Revenue

Intergovernmental revenue includes the annual payment from the City of Keller as a result of the municipal court consolidation in the amount of $247,689. Keller is paying 45.9% of the total municipal court cost based upon their percentage of total citations issued by both cities. There is also a small reimbursement of administrative fees and building costs included in the payment.

Expenditures

The following illustration shows how the City plans to spend each tax dollar for the upcoming fiscal year. The total adopted General Fund budget for fiscal year 2016 is $23,977,370. This includes non-discretionary increases totaling $254,317, which covers cost increases in attorney expenses, property and liability insurance, software maintenance, and other contractual service increases.



UTILITY FUND

The Utility Fund is a proprietary fund structured and operated as a stand-alone business or enterprise. It accounts for all the activities required for the provision of water and sanitary sewer to residents of the city. For budgeting purposes, the fund segregates the operating expenses and debt service in an accounting fashion similar to the General Fund. In accordance with Generally Accepted Accounting Principles (GAAP), this fund uses a full accrual basis of accounting that combines the accounting of long-term assets and liabilities with operating expenses and revenues. As a stand-alone Enterprise Fund, the Utility Fund pays its share of overhead costs as a reimbursement to the General Fund. The fund also makes a franchise fee payment to the General Fund.

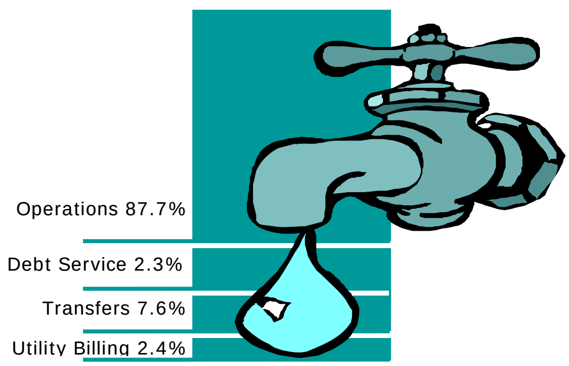
Revenues

Under the current rate structure, water sales account for 72 percent of total revenue and wastewater revenues account for 26 percent. Interest, tap fees, and miscellaneous revenues comprise the remainder. A new rate structure was adopted by the City Council in July 2015 that will generate additional resources for needed water and wastewater infrastructure projects, as well as pass through rate increases from TRA for potable water (which includes rate increases from TRWD for raw water). The rate changes also serve to recover a greater portion of the City's fixed cost in the base rate. Base rates will increase in fiscal year 2016 from $13.28 to $13.55 (water) and $10.16 to $10.45 (wastewater). The Utility Fund's coverage ratio of 1.20 is effectively met in the current tiered rate structure.

Expenditures

Utility Fund expenditures total $15,886,362 for the fiscal year 2016 budget. This includes non-discretionary increases totaling $22,584 which cover cost increases for

DART right-of-way agreement fees, property and liability insurance, and communications maintenance. The total utility-supported 2016 bonded debt obligation is $365,325. The largest component, 65 percent of the fund, covers the contractual obligation for water and wastewater to the Trinity River Authority (TRA). In an effort to continue a comprehensive program to repair and rehabilitate the utility system, the fiscal year 2016 Utility Fund budget includes $1,062,600 for proactive replacement of City water and sewer lines, valves, pumps, lifts, manholes, inlets, and other materials used in the delivery of potable water to, and the removal of sewage from, Colleyville homes and businesses. This investment is utilized as the primary funding source for the water and wastewater CIP projects. Funding for these projects was made possible by the new rate structure approved by the City Council in July 2015. The expenditure increase in the budget from fiscal year 2015 is due primarily to the increased infrastructure investment and the cost of treated water and wastewater from TRA. The following illustrates the distribution of expenses for the Utility Fund.



DEBT SERVICE FUND

The City budgets for debt service in two separate funds - utility and tax-supported debt services. The total fiscal year 2016 debt obligation for tax-supported debt is $1,461,593, compared to fiscal year 2015 total of $1,382,192. There is a planned drawdown of debt service fund balance in the amount of $152,666 for the fourth year repayment of the lease purchase agreement for the towers, consoles, portable radios, and handhelds related to the upgrade of the 800MHz trunked radio system to Project 25 (P25) capability, which was entered into in fiscal year 2012. There is also a planned draw down of fund balance in the amount of $125,000 for the down payment in a ten-year lease-purchase agreement for a new fire engine. The first annual payment will be in October 2016 (fiscal year 2017). There is declining debt service in the remaining outstanding debt obligations and a refunding of outstanding callable debt that occurred in fiscal year 2011. The projected fiscal year 2016 ending fund balance will be in excess of the 90-day reserve needed.

Furthermore, the city’s bond ratings are evidence of Colleyville’s financial strength. In 2009, the City received an upgrade in its general obligation bond rating from AA+ to AAA from Standard and Poor’s. Strong tax base growth coupled with a low tax rate, strong financial performance, and substantial cash balances are the primary reasons for the bond rating.

In fiscal year 2014, the City's rating went through a biannual bond rating review with Fitch Ratings and Standard and Poor's for outstanding general obligation, and water and wastewater debt. That AAA rating has been reaffirmed by Fitch Ratings. The key ratings drivers for the AAA rating for the general obligation debt were a healthy financial profile, solid tax base, manageable debt burden, and a diverse economy. For water and wastewater debt, the key ratings drivers for the AAA rating were conservative financial management, rate flexibility, low debt, and limited capital needs.

The waterworks and wastewater system revenue bonds and the drainage system revenue bonds also received a rating upgrade from Standard and Poor's in 2014 from AA+ to AAA. Reasons for the upgrades include strong financial operations, growth in service area, adequate water and sewer treatment capacity to meet future demands, and moderate debt ratio with manageable future borrowing plans. Standard and Poor's, and Fitch Rating Service have affirmed the rating of AAA on the drainage utility system revenue bonds. These credit ratings for outstanding debt mean the City's bonds are considered to be of superior investment quality, resulting in lower interest payments for the City.

STORMWATER DRAINAGE UTILITY FUND

In 1993, the City Council adopted a monthly fee assessed on residential and commercial utility billing accounts for stormwater management. The Stormwater Drainage Utility Fund supports the operation and maintenance of the City's drainage system and complies with federally mandated requirements for stormwater systems. It is a proprietary fund type.

This fund is designated to maintain streets, sewers, and drainage ditches to manage runoff from commercial and residential development, including related personnel and operating costs.

The fund is projected to receive revenues of $957,161 in fiscal year 2016, primarily from the collection of the monthly fee. Annual debt payments for the outstanding bonds are $127,121. In fiscal year 2016, $45,917 is budgeted for replacement of two trucks and $170,000 for infrastructure renewal. The remaining funds of $555,927 fully support six staff positions, partially fund three other staff positions for which costs are split between multiple funds, and drainage projects throughout the city. This includes non-discretionary increases totaling $1,083, which covers cost increases in property and liability insurance and increased communications maintenance costs. The drainage bonds require a coverage ratio of 1.25 times annual debt service, approximately $158,901 annually. Also included is the repayment to the Colleyville Tomorrow Fund for the internal financing of the acquisition of a Gradall excavator in the amount of $19,032. The acquisition was approved in fiscal year 2012 and the Stormwater Drainage Utility Fund will repay the Colleyville Tomorrow Fund this amount annually for five years, which would be the term of the lease if financed externally.

SPECIAL REVENUE & CAPITAL PROJECT FUNDS

The City Council continues to be innovative in evaluating financing options for various City programs. Use of special revenue funds and capital project funds include:

Colleyville Tax Increment Financing (TIF) District

The Tax Increment Reinvestment Zone (TIRZ) District, also known as the TIF, was created in 1998. The primary goal of the district is to encourage quality commercial development in the city by using ad valorem revenues from property value growth since the creation of the district, within the district for infrastructure improvements and economic development. The district boundaries predominately occupy property located along State Highway 26, comprising 633 acres of land area. The base value for the district was $75,821,735 in 1998. Incremental values subsequent to January 1998 are taxed at the City's adopted property tax rate. However, the ad valorem revenues are utilized within the district rather than being allocated to the City's overall budget. Overlapping taxing entities, including Tarrant County College District and the Grapevine-Colleyville Independent School District participate at varying levels in the district by assigning their ad valorem tax dollars. Tarrant County and the Tarrant County Hospital District are no longer participating in contributing to the TIF as their commitment level has already been met. In November 2012, the TIF was amended to expand boundaries to include mostly additional vacant, underutilized land and some commercial property. The additional area added is called TIF #1A, as compared to the original area that is called TIF #1, and had a base value of $30,796,078. The incremental value for fiscal year 2016 (tax year 2015) is $265,051,758 for TIF #1 and $2,663,570 for TIF #1A. TIF #1 experienced an increase of $6,250,726 from the valuation for fiscal year 2015 (tax year 2014).

The debt service payment for the coming year is $682,425 for bonds issued for TIF district projects. Additionally, expenditures are anticipated for payments to the Town Center at Colleyville for developer asset repurchase agreements as a result of TIF Board and City Council incentivized approved projects. The adopted CIP budget recommends using TIF funds to pay for approved road improvement projects within the district.

Colleyville Crime Control and Prevention District (CCCPD)

The primary goal of the district is to fund public safety and crime control activities throughout the city. The district was created by voter approval in 1999, with oversight of funds assigned to the board of directors, composed of the City Council. State law provides that a district's life is limited to five years, unless voters continue the district by approval of a referendum. In September 2003, Colleyville voters approved continuation of the district for an additional 20 years.

Expected revenue from the 0.5 percent special purpose sales tax, use of funds generated from prior years' coverage ratio, and related interest income for the CCCPD budget is $1,915,384. The budget provides funding for the annual debt on the Colleyville Justice Center, compensation for eight police officers, vehicle replacement, and various minor capital items, with total expenditures of $1,715,287 for fiscal year 2016.

Colleyville Economic Development Corporation (CEDC)
Authority for the corporation is provided by state statute as a 4B corporation. The 0.5 percent sales and use tax approved by the voters in August 1996 has been an important resource in our Capital Improvement Program for community-related facilities. This fund accounts for the use of bond proceeds and sales tax revenues for municipal park improvements, the purchase of land and equipment for additional parks, and for the construction of a community center and library. Consistent with state law, some funds may be allocated by the board of directors for promotional efforts for special events and marketing.

Expected revenue from the special purpose sales tax, use of funds generated from prior years' coverage ratio, and related interest income for the fiscal year 2016 is $2,809,707. The CEDC Board meets in August to approve the budget. Funding provided by this special sales tax has been allocated to community-enhancement initiatives consistent with the authorization of the corporation.

Court Technology Fund
This fund accounts for all activities, in accordance with state statutes, related to the collection and use of the Municipal Court technology fee imposed on convictions on cases adjudicated in the Court – it is a governmental fund type. Available funds are spent on technology repairs, replacements, and upgrades for the court.

Court Security Fund
The Court Security Fund accounts for all activities, in accordance with state statutes, related to the collection and use of the Municipal Court building security fee imposed on convictions on cases adjudicated in the Court – it is a governmental fund type. Available funds are spent on security-related expenses for the court. In fiscal year 2016, this includes funding for bailiff services at various trial settings.

Strategic Initiatives Fund
Resources available in the Strategic Initiatives Fund are to be used with the City Council's authorization for programs and projects linked directly to the City's strategic plan. This governmental fund does not have a dedicated revenue source; any income received is from transfers in from other funds. In fiscal year 2013, $200,000 was transferred to the Strategic Initiatives Fund from the General Fund. The current balance in the Strategic Initiatives Fund is $466,133 and is intended to be used primarily on economic development incentives. Funds may be allocated at the discretion of the City Council.

Voluntary Library Fund

When voluntary contributions are made to the Library by citizens through their monthly utility bill, those contributions are placed in the Voluntary Library Fund. Contributions are used primarily to support library activities. In fiscal year 2016 the Voluntary Library Fund will pay for library materials, collection development, processing supplies, and library programs.

Voluntary Park Fund

When voluntary contributions are made by citizens for improvements to the park system through their monthly utility bill, those contributions are placed in the Voluntary Park Fund. In fiscal year 2016 the Voluntary Park Fund will pay for improvements to various parks and athletic fields.

Juvenile Case Manager Fund

The Juvenile Case Manager Fund receives revenues from the collection of the juvenile case manager fee imposed on convictions on cases adjudicated in the court. 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.

Capital Projects Fund

This fund accounts for financial resources to be used for the acquisition or construction of major capital projects – it is a governmental fund type. The capital projects fund has no dedicated revenue source; any income received is from transfers from the general fund, to set aside funding for capital projects that are often multi-year in nature and not appropriate for an annual operating budget.

Capital Equipment Replacement Fund

The capital equipment replacement fund is an internal service fund to account for funding for, and acquisition of, the City's vehicles, maintenance equipment, and computer equipment. It is a governmental fund type and has no revenue source other than transfers from other funds. It typically receives annual transfers and serves as a savings account for vehicle and equipment replacement purchases.

Colleyville Tomorrow Fund

The Colleyville Tomorrow Fund is a capital projects fund used to account for proceeds received on gas leases on city-owned property to be used for capital purchases. Funds may be allocated at the discretion of the City Council. $394,700 has been committed for installation of city-owned fiber and work will commence pending negotiation with Grapevine-Colleyville ISD and the City of Grapevine, as the City of Colleyville plans to contract with those entities to have fiber installed due to the significant cost savings.

Parks Tomorrow Fund

The Parks Tomorrow Fund is a capital projects fund used to account for proceeds received on gas leases on city-owned parks property for parks capital projects.

Park Land Dedication Fund
The Park Land Dedication 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 platting of new residential and commercial property funds the improvements.

FUTURE OUTLOOK

As is apparent in the content of this adopted budget, the City's focus now and in the future is to provide adequate funding for the established services that provide value to our citizens and serve to further the City Council's focus areas, particularly protecting neighborhoods, providing core services, generating economic activity, and ensuring the sustainability of our programs, services, and decisions.

As the City's largest source of revenue to fund programs and services, revenue from property taxes fund the majority of the City's services. As a revenue source, property tax could be adversely affected in future years if state legislative efforts are successful to change the property tax system. Therefore, diversification of the tax base is essential and the most immediate means for remedy is through strong economic development efforts. It will also be important to weigh the long-term implications of tax rate decisions in this environment. There will always be pressure to make decisions that provide an immediate benefit today; however, Colleyville continues to approach the achievement of the community's goals with a long-term strategy, making incremental investments that provide for sustainable success.

In 2014, significant economic development efforts came to fruition with the opening of Whole Foods Market and the redevelopment of the Colleyville Downs shopping center. Historical data related to Whole Foods Markets in other areas shows that this store tends to attract other high-profile retailers—essentially serving as a "gateway" to more commercial development. This provides a unique opportunity to further the vision of the city's Comprehensive Plan as we attract commercial development that aligns with the overall desires of the community.

While the City will work to capitalize on this opportunity, it brings about some unique challenges. Colleyville is landlocked and almost entirely developed. This means fewer opportunities for true growth and essentially obligates the City to maximize economic opportunities with the limited availability of commercial land and zoning. The city is primarily zoned and developed as residential, with only a small percentage of the land zoned for commercial activity. Prudent and judicious consideration must be made regarding its future use. It is incumbent upon us all to guardedly review all proposals for conversion of this limited commercial space for non-commercial uses or less productive commercial use.

Colleyville is maturing as a city, which also means an aging infrastructure. One of the highest priorities for the City in this and future years will be to ensure the city's public infrastructure remains sound so the investment our citizens have made in Colleyville is protected. With a population that has increased by more than 50 percent since the early 1990s, it is imperative that the City plan for infrastructure investment so that it meets the demands of our residential and commercial population now and in the decades ahead.

Colleyville is also maturing in other ways. Demographic studies indicate that the median age of Colleyville residents is now 45 years old, compared to 37.2 nation-wide. These changes may generate a desire for greater priority or focus on certain programs or services, and would require identification of funding sources to increase or add to existing service levels.

To effectively and efficiently meet the needs of our citizens, innovation and continual improvements by the organization are essential. The City's ability to provide excellent public service for our citizens is due to the dedication, skills, and talents of our elected officials and volunteer board members, and our outstanding employees. Employee devotion and commitment to this community are demonstrated each day. The compensation components detailed in this adopted budget make significant strides in protecting the City's investment in the resource that is our employees—setting a path that will move the City forward with employees that can adapt and thrive in a changing environment.

The economy in the Dallas/Fort Worth area has been relatively robust through the economic downturn of the past few years, especially as compared to much of the rest of the nation. During this period, the Colleyville City Council exhibited prudent fiscal foresight and overall restraint in the face of compelling, yet competing demands for limited resources. Because of the current tax structure and the components of costs for local governments, facing long-term fiscal challenges is a reality for most cities in Texas, including Colleyville.

In a continued effort to be proactive and anticipate future needs, the City routinely evaluates trends and identifies specific challenges expected during the next 10 years. Each segment of the organization routinely conducts a thorough examination of future needs as they relate to the City's strategy map, citizen expectations, and the vision for Colleyville. It then develops strategies to change, revise, and evolve in ways that provide better services in a more effective, efficient manner— often establishing strategic partnerships with other cities to reduce redundancy and improve services. The City of Colleyville helped begin this trend a few years ago and has become a leader in partnering with other municipalities for shared City services.

CONCLUSION

The City has been consistently recognized throughout the years for its judicious management of financial resources to support an array of services and programs. With a dedicated workforce and a steady and diverse revenue base, the City of Colleyville continues to be in a position to deliver municipal programs and services that bring value to our residents and make Colleyville a desirable location for residents, businesses, and visitors. Residents continue to receive excellent value for their tax dollars and have been able to rely on a consistent tax rate, which is able to provide the programs, services, and infrastructure investment that form the foundation of the quality of life in Colleyville.

In an environment of limited resources, it is imperative that every budget expenditure be measured by the value it provides to citizens and the cost of that value in relationship to other services, and in consideration of whether the City can sustain provision of any expenditure in future years without jeopardizing necessary services. This budget dedicates resources to continue protection of our neighborhoods; continue work toward optimal staffing of our public safety operations; provide a performance-based and competitive compensation structure for the City's workforce; leverage technology to improve efficiency and service delivery; and continue the commitment to infrastructure repair and replacement. These services will pay dividends in protecting property values and enhancing the unique quality of life enjoyed by Colleyville residents.

As always, staff will continue to be diligent in its review of City finances in order to assist the City Council in making decisions that will ensure the fiscal viability of its government. Additionally, staff will continue to evaluate and improve business practices in an effort to find efficiencies, while also looking at regional synergies and collaborations to reduce ongoing costs.

The fiscal year 2016 budget is presented with the commitment and confidence that it effectively funds the varying needs of the community. It provides a strong financial plan, while ensuring a superior level of municipal services to our citizens. We feel confident the projections and estimates are conservative, yet reasonable and accurately reflect anticipated revenues and municipal needs. We look forward to working with you to achieve all the goals set forth in this proposed budget.

Preparing the budget was a tremendous undertaking. It is important to acknowledge the efforts of the dedicated staff that worked resolutely to formulate fiscally responsible proposals. Together, the City will continue to plan prudently by following the strong financial management principles espoused by the City Council and to implement sound, long-term fiscal solutions that will carry the city into the future. While many of the changes included in this service plan were difficult decisions, they will help assure the long-term financial viability of the City and will help protect our core services and infrastructure.

Appreciation goes to the Mayor and City Council for their community leadership and solid financial acumen. I also want to thank the staff budget team: Chris Fuller, deputy city manager; Mike Holder, assistant city manager; Karen Hines, finance manager; Rachel Huitt, human resources director; and Adrienne Lothery, strategic services manager, for their efforts in building our service plan for 2016.

My special thanks to all City employees who have worked so hard to provide quality services to our citizens and who are committed to the success of our great city.

In summary we pledge our time and talents to achieve continued excellence for the citizens we serve and it is our honor to do so.

Jennifer Fadden

Jennifer Fadden
City Manager

STRATEGY MAP

Colleyville is a model city with attention to being an efficient and attractive neighborhood-oriented community sensitive to our history, resources and residents. We do this by providing citizen valued services that result in a continuously improving quality of life.

DELIVER ON OUR FOCUS AREAS

Protect and Preserve Colleyville's Neighborhoods • Sustainable Government • Economic Development • Core Services

SERVE OUR CUSTOMERS

- C1- Provide attractive and unique spaces for enjoyment of personal interests and community interaction
- C2- Deliver high quality and unique customer service
- C3- Attract and retain high quality businesses to provide a thriving, diversified tax base that attracts visitors
- C4- Provide mobility enhancements that complement neighborhoods
- C5- Achieve the highest standards of safety & security

MANAGE THE BUSINESS

- B1- Seek innovative technology solutions where appropriate
- B2- Proactively seek process improvements and sustainable solutions
- B3- Utilize partnerships to implement cost-effective service solutions
- B4- Cultivate a culture of transparency and consistent communication
- B5- Use the Strategy Map to ensure that the focus stays on those programs and services identified as priorities by the community

PROVIDE FINANCIAL STEWARDSHIP

- F1- Protect and preserve the City's top financial ratings
- F2- Invest to provide and maintain high quality public assets
- F3- Forecast needs and plan for the future, balancing priorities with resources
- F4- Adhere to the City's financial and budgetary policies

PROMOTE LEARNING & GROWTH

- L1- Attract, develop, and retain skilled employees who embrace our values
- L2- Foster positive employee engagement
- L3- Ensure our people understand the strategy and how they contribute to it
- L4- Enhance leadership capabilities to deliver results and develop bench strength
- L5- Empower informed decision-making and appropriate risk taking at all levels in the organization

CRITICAL BUSINESS OUTCOMES 2014

- **CBO1- Maximize the highest and best use of the City's business corridors**
- **CBO2- Implement the Comprehensive Plan**
- **CBO3- Address the most critical infrastructure needs**
- **CBO4- Keep citizens informed through their preferred methods**
- **CBO5- Address traffic issues on Glade Rd.**
- **CBO6- Look for ways to finish SH26**

Integrity • Service • Innovation

GENERAL FUND REVENUE		2015 Budget	2016 Proposed
5101	CURRENT TAXES	12,441,254	12,823,456
5102	DELINQUENT TAXES	70,000	50,000
5103	PENALTY & INTEREST	55,000	55,000
TOTAL AD VALOREM TAXES		$ 12,566,254	$ 12,928,456
5201	ONCOR ELECTRIC DELIVERY	860,000	875,000
5202	TRI-COUNTY ELECTRIC	105,000	105,000
5203	ATMOS ENERGY	305,000	350,000
5204	AT&T SERVICES	78,000	70,000
5205	VERIZON/OTHERS	70,000	65,000
5206	GARBAGE/RECYCLING	146,000	146,000
5207	CABLE TV	430,000	450,000
TOTAL FRANCHISE TAX		$ 1,994,000	$ 2,061,000
5301	SALES TAX	3,200,000	3,400,000
5302	MIXED BEVERAGE TAX	70,000	80,000
TOTAL SALES TAX		$ 3,270,000	$ 3,480,000
5411	BUILDING	558,000	580,000
5412	PLUMBING	50,000	48,000
5413	MECHANICAL PERMIT	30,000	29,000
5414	ELECTRICAL	45,000	40,000
5416	CITY LICENSE	40,000	35,000
5417	BUILDING PLAN REVIEW FEE	100,000	109,000
5418	NEW BUSINESS	4,000	3,500
5420	SIGN PERMITS	6,000	6,800
5421	FENCE PERMITS	4,000	9,500
5423	FIRE PERMIT FEES	6,500	7,000
5424	IRRIGATION PERMITS	13,000	15,000
TOTAL LICENSES & PREMITS		$ 856,500	$ 882,800
5611	FINES	735,000	800,000
5612	ALARM FEES	52,788	53,000
5630	LIBRARY FINES	22,500	23,000
TOTAL FINES & FORFEITURES		$ 810,288	$ 876,000
5511	PLANNING AND ZONING	7,500	10,000
5512	PLAT FEE	5,000	7,200
5514	BOARD OF ADJUSTMENT	1,250	1,250
5711	SALE OF MATERIAL	100	100
5712	WEED MOWING	6,500	6,500
5715	SITE PLAN REVIEW	-	1,000
5721	AMBULANCE	300,000	300,000
5722	RECREATION PROGRAM	160,000	160,000
5811	ENGINEERING-INSPECTION	100,000	175,000
5813	MATERIALS TESTING FEE	-	100,000
5845	LOT DRAINAGE INSPECTION	13,000	13,000
5855	FIELD USE FEE	21,000	21,500
5873	COLLEYVILLE CENTER REVENUES	257,250	257,250
5874	NON RESIDENT FEE - PARKS	35,000	37,000
TOTAL CHARGES FOR SERVICES		$ 906,600	$ 1,089,800
5828	SRO REIMBURSEMENT	94,282	94,282
5826	KELLER COURT	217,697	217,697
TOTAL INTERGOVERNMENTAL REVENUE		$ 311,979	$ 311,979
5714	SALE OF SURPLUS PROPERTY	5,000	5,000
5716	EARNED INTEREST	35,000	25,000
5719	MISCELLANEOUS	55,000	55,000
5832	ANTENNA LEASES	70,040	70,040
5790	USE OF FUND BALANCE	1,000,000	1,000,000
TOTAL MISCELLANEOUS REVENUE		$ 1,165,040	$ 1,155,040
5872	TRANSFER FROM UTILITY FUND	1,115,969	1,165,563
5888	TRANSFER IN CONST INSPECTOR	66,950	67,854
TOTAL TRANSFERS IN		$ 1,182,919	$ 1,233,417
TOTAL GENERAL FUND REVENUE		**$ 23,063,580**	**$ 24,018,492**

GENERAL FUND EXPENDITURES	2015 Budget	2016 Proposed
CONTRACTUAL SERVICES	179,436	180,676
SUPPLIES	9,070	9,070
COUNCIL	$ 188,506	$ 189,746
PERSONNEL SERVICES	567,609	556,319
CONTRACTUAL SERVICES	35,812	44,927
SUPPLIES	2,865	1,995
ADMINISTRATION	$ 606,286	$ 603,241
PERSONNEL SERVICES	256,663	423,311
CONTRACTUAL SERVICES	20,555	18,205
SUPPLIES	3,916	4,584
CAPITAL OUTLAY	-	18,300
BUILDING INSPECTION	$ 281,134	$ 464,400
PERSONNEL SERVICES	250,205	250,171
CONTRACTUAL SERVICES	49,690	50,095
SUPPLIES	3,100	2,900
ECONOMIC DEVELOPMENT	$ 302,995	$ 303,166
PERSONNEL SERVICES	178,117	185,562
CONTRACTUAL SERVICES	28,550	27,067
SUPPLIES	3,252	2,652
CITY SECRETARY	$ 209,919	$ 215,281
PERSONNEL SERVICES	258,041	267,664
CONTRACTUAL SERVICES	140,801	142,405
SUPPLIES	8,985	5,272
FINANCE	$ 407,827	$ 415,341
CONTRACTUAL SERVICES	130,460	200,000
LEGAL	$ 130,460	$ 200,000
PERSONNEL SERVICES	649,999	661,095
CONTRACTUAL SERVICES	33,359	36,475
SUPPLIES	40,766	39,693
LIBRARY	$ 724,124	$ 737,263
PERSONNEL SERVICES	325,780	396,100
CONTRACTUAL SERVICES	49,839	173,632
SUPPLIES	4,989	4,730
CAPITAL OUTLAY	-	-
ENG PROF SVCS	$ 380,608	$ 574,462
PERSONNEL SERVICES	332,208	259,972
CONTRACTUAL SERVICES	14,185	71,185
SUPPLIES	3,316	2,083
COMM DEV P&Z	$ 349,709	$ 333,240

PERSONNEL SERVICES	218,179	219,503
CONTRACTUAL SERVICES	33,702	16,630
SUPPLIES	26,025	18,392
CAPITAL OUTLAY	-	66,000
FIRE ADMINISTRATION	$ 277,906	$ 320,525
PERSONNEL SERVICES	461,835	476,195
CONTRACTUAL SERVICES	53,339	53,459
SUPPLIES	51,461	51,461
FIRE EMS OPERATIONS	$ 566,635	$ 581,115
PERSONNEL SERVICES	3,009,306	3,098,955
CONTRACTUAL SERVICES	503,940	218,901
SUPPLIES	70,839	81,959
CAPITAL OUTLAY	10,469	5,211
FIRE OPERATIONS	$ 3,594,554	$ 3,405,026
PERSONNEL SERVICES	115,479	120,046
CONTRACTUAL SERVICES	9,844	9,864
SUPPLIES	3,588	3,588
FIRE PREV/INVESTIGATION	$ 128,911	$ 133,498
FIRE DEPARTMENT	$ 4,568,006	$ 4,440,164
PERSONNEL SERVICES	738,491	770,570
CONTRACTUAL SERVICES	22,452	22,452
SUPPLIES	20,662	18,684
CAPITAL OUTLAY	-	-
POLICE ADMINISTRATION	$ 781,605	$ 811,706
CONTRACTUAL SERVICES	88,433	101,830
POLICE ANIMAL CONTROL	$ 88,433	$ 101,830
PERSONNEL SERVICES	59,068	59,431
CONTRACTUAL SERVICES	10,652	10,652
SUPPLIES	1,336	651
POLICE CODE ENFORCEMENT	$ 71,056	$ 70,734
CONTRACTUAL SERVICES	641,055	662,665
POLICE COMMUNICATIONS	$ 641,055	$ 662,665
CONTRACTUAL SERVICES	58,242	58,242
SUPPLIES	100	100
POLICE COMMUNITY SVCS	$ 58,342	$ 58,342
PERSONNEL SERVICES	416,714	423,514
CONTRACTUAL SERVICES	21,246	21,271
SUPPLIES	2,075	2,075
POLICE CID	$ 440,035	$ 446,860

PERSONNEL SERVICES	1,833,224	1,885,955
CONTRACTUAL SERVICES	99,069	134,069
SUPPLIES	30,783	36,115
POLICE PATROL	$ 1,963,076	$ 2,056,139
PERSONNEL SERVICES	268,145	274,095
CONTRACTUAL SERVICES	3,300	3,300
POLICE SRO	$ 271,445	$ 277,395
PERSONNEL SERVICES	92,334	106,405
CONTRACTUAL SERVICES	912	912
POLICE WARRANT OFFICER	$ 93,246	$ 107,317
POLICE DEPARTMENT	$ 4,408,293	$ 4,592,988
PERSONNEL SERVICES	402,180	369,673
CONTRACTUAL SERVICES	509,163	529,046
SUPPLIES	35,935	36,185
PARKS MAINTENANCE	$ 947,278	$ 934,904
PERSONNEL SERVICES	257,839	265,868
CONTRACTUAL SERVICES	60,206	60,206
SUPPLIES	34,935	38,435
PARKS ATHLETIC FLD MAINT.	$ 352,980	$ 364,509
PARKS	$ 1,300,258	$ 1,299,413
PERSONNEL SERVICES	510,403	520,790
CONTRACTUAL SERVICES	418,513	419,526
SUPPLIES	3,154,262	704,262
CAPITAL OUTLAY	-	3,050,000
STREETS MAINTENANCE	$ 4,083,178	$ 4,694,578
PERSONNEL SERVICES	152,987	208,281
CONTRACTUAL SERVICES	136,254	136,021
SUPPLIES	19,174	18,993
RECREATION	$ 308,415	$ 363,295
PERSONNEL SERVICES	31,040	-
CONTRACTUAL SERVICES	8,666	8,381
SUPPLIES	9,702	8,992
REC SENIOR CENTER	$ 49,408	$ 17,373
RECREATION	$ 357,823	$ 380,668
PERSONNEL SERVICES	121,212	157,189
CONTRACTUAL SERVICES	46,905	54,890
SUPPLIES	150	165
COMMUNICATIONS	$ 168,267	$ 212,244

PERSONNEL SERVICES	296,329	321,775
CONTRACTUAL SERVICES	46,693	38,647
SUPPLIES	15,133	30,740
COLLEVYILLE CENTER	$ 358,155	$ 391,162
PERSONNEL SERVICES	232,183	260,312
CONTRACTUAL SERVICES	42,101	43,541
SUPPLIES	646	486
HUMAN RESOURCES	$ 274,930	$ 304,339
PERSONNEL SERVICES	364,548	367,215
CONTRACTUAL SERVICES	15,930	7,157
SUPPLIES	19,255	16,815
COURT	$ 399,733	$ 391,187
PERSONNEL SERVICES	208,334	199,980
CONTRACTUAL SERVICES	17,771	18,424
SUPPLIES	5,898	10,898
FLEET MAINTENANCE	$ 232,003	$ 229,302
PERSONNEL SERVICES	147,889	166,083
CONTRACTUAL SERVICES	349,585	343,296
SUPPLIES	20,530	22,530
BUILDING SERVICES	$ 518,004	$ 531,909
PERSONNEL SERVICES	281,884	293,283
CONTRACTUAL SERVICES	417,913	357,018
SUPPLIES	343,576	150,927
CAPITAL OUTLAY	15,488	5,429
INFORMATION SERVICES	$ 1,058,861	$ 806,657
PERSONNEL SERVICES	10,905	11,228
CONTRACTUAL SERVICES	54,949	51,785
SUPPLIES	1,700	5,030
IS GIS	$ 67,554	$ 68,043
INFORMATION SERVICES	$ 1,126,415	$ 874,700
PERSONNEL SERVICES	184,425	193,017
COMPENSATION ADJUSTMENTS	$ 184,425	$ 193,017
TRANSFER TO OTHER FUNDS	242,000	252,000
CAPITAL EQUIPMENT RESERVE	$ 242,000	$ 252,000
TRANSFER TO OTHER FUNDS	300,000	200,000
TRANSFERS	$ 300,000	$ 200,000
CONTRACTUAL SERVICES	925,160	937,679
SUPPLIES	-	15,880
NON-DEPARTMENTAL	$ 925,160	$ 953,559
TOTAL GENERAL FUND EXPENDITURES	**$ 23,028,218**	**$ 23,977,370**

UTILITY FUND REVENUE	2015 Budget	2016 Proposed
5716- EARNED INTEREST	20,300	20,300
5719- MISCELLANEOUS	13,000	13,000
5790- USE OF FUND BALANCE	-	450,000
5817- WATER REVENUE	11,014,359	11,467,441
5818- SEWER REVENUE	3,745,247	4,050,786
5821- SEWER INSTALLATION	7,000	7,000
5822- WATER INSTALLATION	21,000	21,000
5827- ENGINEERING & DEVELOP CHARGES	5,000	50,000
5829- SEWER TIE-ON CHARGES	5,000	5,000
5833- PENALTIES	218,543	228,772
TOTAL UTILITY FUND REVENUE	**$ 15,049,449**	**$ 16,313,299**

UTILITY FUND EXPENDITURES	2015 Budget	2016 Proposed
PERSONNEL SERVICES	208,028	216,002
CONTRACTUAL SERVICES	118,753	116,058
SUPPLIES	54,300	50,043
UTILITY BILLING	$ 381,081	$ 382,103
PERSONNEL SERVICES	286,190	336,917
CONTRACTUAL SERVICES	6,867,727	7,797,893
SUPPLIES	90,274	90,274
CAPITAL OUTLAY	300,000	1,187,600
UTILITY OPERATIONS- WATER	$ 7,544,191	$ 9,412,684
PERSONNEL SERVICES	188,053	178,136
CONTRACTUAL SERVICES	2,707,293	2,716,797
SUPPLIES	56,669	56,669
CAPITAL OUTLAY	50,000	38,000
UTILITY OPERATIONS- WASTEWATER	$ 3,002,015	$ 2,989,602
PERSONNEL SERVICES	1,006,931	1,078,412
CONTRACTUAL SERVICES	71,807	78,291
SUPPLIES	22,394	19,359
UTILITY SUPPORT	$ 1,101,132	$ 1,176,062
PERSONNEL SERVICES	21,733	29,934
COMPENSATION ADJUSTMENTS	$ 21,733	$ 29,934
TRANSFER TO OTHER FUNDS	1,160,255	1,209,849
TRANSFERS	$ 1,160,255	$ 1,209,849
DEBT SERVICE	490,100	365,325
DEBT SERVICE	$ 490,100	$ 365,325
CONTRACTUAL SERVICES	224,033	234,652
SUPPLIES	-	5,051
CAPITAL OUTLAY	81,100	81,100
NON-DEPARTMENTAL	$ 305,133	$ 320,803
TOTAL UTILITY FUND EXPENDITURES	**$ 14,005,640**	**$ 15,886,362**

DRAINAGE FUND REVENUE	2015 Budget	2016 Proposed
5716- EARNED INTEREST	1,579	1,610
5790- USE OF FUND BALANCE	250,500	-
5833- PENALTIES	16,332	16,435
5942- DRAINAGE FEE REVENUES	933,236	939,116
TOTAL DRAINAGE FUND REVENUE	$ 1,201,647	$ 957,161

DRAINAGE FUND EXPENDITURES	2015 Budget	2016 Proposed
PERSONNEL SERVICES	354,489	356,169
CONTRACTUAL SERVICES	115,213	113,973
SUPPLIES	40,135	40,135
CAPITAL OUTLAY	-	215,917
DRAINAGE	$ 509,837	$ 726,194
PERSONNEL SERVICES	9,706	10,262
CONTRACTUAL SERVICES	317,640	22,709
SUPPLIES	2,400	1,033
STORM WATER	$ 329,746	$ 34,004
PERSONNEL SERVICES	5,472	5,505
COMPENSATION ADJUSTMENT	$ 5,472	$ 5,505
TRANSFER TO OTHER FUNDS	19,032	19,032
TRANSFERS	$ 19,032	$ 19,032
DEBT SERVICE	252,847	127,121
DEBT SERVICE	$ 252,847	$ 127,121
CONTRACTUAL SERVICES	4,891	5,974
SUPPLIES	-	167
NON-DEPARTMENTAL	$ 4,891	$ 6,141
TOTAL DRAINAGE FUND EXPENDITURES	**$ 1,121,825**	**$ 917,997**

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)	COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact Service Area 1 (East of SH 26)	Roadway Impact Service Area 2 (West of SH 26)	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding
2016																
	Folding Doors- Fire Station #1	$66,000.00	$0.00	$0.00	$0.00	$66,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66,000.00
	Down-payment on Fire Engine replacement	$125,000.00	$0.00	$0.00	$0.00	$0.00	$125,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125,000.00
	City Hall - Backup Power	$181,000.00	$0.00	$0.00	$0.00	$56,000.00	$0.00	$0.00	$0.00	$0.00	$125,000.00	$0.00	$0.00	$0.00	$0.00	$181,000.00
	Justice Center - Roof Repair	$100,171.00	$0.00	$0.00	$0.00	$0.00	$100,171.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100,171.00
	Colleyville Center AV Replacement	$170,000.00	$170,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$170,000.00
	Senior Center Repairs	$100,000.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100,000.00
	Construct New Trail 2016	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150,000.00
	Cheek-Sparger Road (Brown Trail to Bedford Road) - Rehabilitation	$750,000.00	$0.00	$0.00	$0.00	$750,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$750,000.00
	Glade Road Design (Phase 2 - Manning to Pool)	$460,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$460,000.00	$0.00	$0.00	$0.00	$0.00	$460,000.00
	Glade Road Design (Phase 3 - Pool to Heritage)	$309,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$309,500.00	$0.00	$0.00	$0.00	$0.00	$309,500.00
	Glade Road Design (Phase 4 - West City Limits to Bransford Road)	$360,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$360,000.00	$0.00	$0.00	$0.00	$0.00	$360,000.00
	John McCain (Pleasant Run Rd to Shepherds Glen) - Rehabilitation	$662,222.00	$0.00	$0.00	$0.00	$662,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$662,222.00
	Pleasant Run Design (Shelton to John McCain)	$140,000.00	$0.00	$0.00	$0.00	$140,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$140,000.00
	Westcoat - Rehabilitation	$613,849.00	$0.00	$0.00	$0.00	$613,849.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$613,849.00
	Glade Road Reconstruction (Phase 1 - Bransford to Manning)	$3,755,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,514.00	$604,471.00	$49,784.00	$3,077,230.00	$0.00	$0.00	$0.00	$0.00	$3,755,000.00
	Construct SH26 - Phase II and III	$31,848,898.00	$0.00	$15,918,251.00	$14,930,647.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000,000.00	$0.00	$0.00	$0.00	$0.00	$31,848,898.00
	Bandit Trail (County project) - Rehabilitation	$300,000.00	$0.00	$100,000.00	$0.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
	Emergency Asphalt Maintenance	$300,000.00	$0.00	$0.00	$0.00	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
	Fiber Build Phase 1-3	$394,700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$394,700.00	$0.00	$0.00	$0.00	$394,700.00
	Install Backup Generator for Emergency Power at L.D. Lockett Pump Station	$140,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$140,000.00	$0.00	$0.00	$140,000.00
	Water Project 4: Upsize and Replace Water Lines in Sunrise Terrace Subdivision	$380,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$380,000.00	$0.00	$0.00	$380,000.00
	Water Project 7: Demolish Overland Trail Pump Station and Storage Tank	$130,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$130,000.00	$0.00	$0.00	$130,000.00
	Water Project 9: Misc Repairs to Elevated Storage Tanks	$226,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$226,600.00	$0.00	$0.00	$226,600.00
	WW Project 2: Rehabilitate Sewer Manholes Identified to be in Poor Condition	$186,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$186,000.00	$0.00	$0.00	$186,000.00
	Vermeer Hydro Excavator-2008 (886)	$87,000.00	$0.00	$0.00	$0.00	$0.00	$87,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$87,000.00
		$41,935,940.00	**$420,000.00**	**$16,018,251.00**	**$14,930,647.00**	**$2,788,071.00**	**$312,171.00**	**$23,514.00**	**$604,471.00**	**$49,784.00**	**$5,331,730.00**	**$394,700.00**	**$1,062,600.00**	**$0.00**	**$0.00**	**$41,935,940.00**
2017																
	UPS Battery Backup Replacement at Justice Center	$85,000.00	$0.00	$0.00	$0.00	$0.00	$85,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$85,000.00
	Construct New Trail 2017	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150,000.00
	Construct Pleasant Run Trail (Cottonbelt RR to John McCain)	$300,000.00	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
	Bedford Road (County project) - Rehabilitation	$500,000.00	$0.00	$175,000.00	$0.00	$325,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00
	Glade Road ROW (Phase 2 - Manning to Pool)	$430,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$430,000.00	$0.00	$0.00	$0.00	$0.00	$430,000.00
	Glade Road ROW (Phase 3 - Pool to Heritage)	$190,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$190,000.00	$0.00	$0.00	$0.00	$0.00	$190,000.00
	McDonwell School Road - Rehabilitation	$713,316.00	$0.00	$0.00	$0.00	$713,316.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$713,316.00
	Pleasant Run Rehabilitation (Shelton to John McCain)	$760,000.00	$0.00	$0.00	$0.00	$760,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$760,000.00
	Tinker Rehabilitation (Pleasant Run to Highway 26)	$453,334.00	$0.00	$0.00	$0.00	$453,334.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$453,334.00
	Emergency Asphalt Maintenance	$300,000.00	$0.00	$0.00	$0.00	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
	Water Project 10: Water Group E Capital Improvements - Design	$53,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,000.00	$0.00	$0.00	$53,000.00
	Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision	$1,515,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,515,100.00	$0.00	$0.00	$1,515,100.00
	Water Project 8: Design for the Installation of Pressure Relief and Flow Control Valves and Associated Piping	$42,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,500.00	$0.00	$0.00	$42,500.00
	WW Project 3: Design Replacement of Pipelines on Manning Drive and near Pleasant Run Rd and McDonwell School Rd	$75,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,000.00	$0.00	$0.00	$75,000.00
	WW Project 4: Design for the Replacement of 10" Sewer Lines in Remington Park and Clairemont Subdivisions	$33,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,000.00	$0.00	$0.00	$33,000.00
	Elgin Street Sweeper-2009 (601)	$197,527.00	$0.00	$0.00	$0.00	$0.00	$197,527.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$197,527.00
	Ford F550 Bucket-2001 (695)	$84,379.00	$0.00	$0.00	$0.00	$0.00	$84,379.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84,379.00
		$5,882,156.00	**$450,000.00**	**$175,000.00**	**$0.00**	**$2,551,650.00**	**$366,906.00**	**$0.00**	**$0.00**	**$0.00**	**$620,000.00**	**$0.00**	**$1,718,600.00**	**$0.00**	**$0.00**	**$5,882,156.00**
2018																
	Construct New Trail 2018	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150,000.00
	Bransford (LD Lockett to Glade) - Rehabilitation	$706,667.00	$0.00	$0.00	$0.00	$706,667.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$706,667.00
	Glade Road Reconstruction (Phase 2 - Manning to Pool)	$5,484,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$342,897.00	$0.00	$0.00	$4,724,103.00	$0.00	$0.00	$0.00	$417,000.00	$5,484,000.00
	L. D. Lockett (Pleasant Run to Precinct Line)	$1,133,333.00	$0.00	$0.00	$0.00	$1,133,333.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,133,333.00
	Lowrie Road (County project) - Rehabilitation	$135,000.00	$0.00	$45,000.00	$0.00	$90,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135,000.00
	Pleasant Run Rehabilitation (John McCain to North City Limits)	$450,000.00	$0.00	$0.00	$0.00	$450,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$450,000.00
	Reagan Road (County project) - Rehabilitation	$155,000.00	$0.00	$55,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$155,000.00
	Water Project 10: Water Group E Capital Improvements - Construct	$459,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$459,000.00	$0.00	$0.00	$459,000.00
	Water Project 11: Water Group D Capital Improvements - Design	$372,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$372,000.00	$0.00	$0.00	$372,000.00
	Water Project 3: Design New Elevated Water Storage Tank and Associated Distribution Lines	$545,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$545,000.00	$545,000.00
	Water Project 8: Install Pressure Relief and Flow Control Valves and Associated Piping	$295,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$295,000.00	$0.00	$0.00	$295,000.00
	WW Project 3: Replacement of Pipelines on Manning Drive and near Pleasant Run Rd and McDonwell School Rd	$470,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$470,000.00	$0.00	$0.00	$470,000.00
	WW Project 4: Sewer Group C Line Improvements - Construct	$132,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$132,000.00	$0.00	$0.00	$132,000.00
		$10,487,000.00	**$150,000.00**	**$100,000.00**	**$0.00**	**$2,480,000.00**	**$0.00**	**$342,897.00**	**$0.00**	**$0.00**	**$4,724,103.00**	**$0.00**	**$1,728,000.00**	**$0.00**	**$962,000.00**	**$10,487,000.00**
2019																
	Construct New Trail 2019	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150,000.00
	Glade Road Reconstruction (Phase 3 - Pool to Heritage)	$3,530,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$245,223.00	$0.00	$0.00	$3,151,027.00	$0.00	$0.00	$134,000.00	$0.00	$3,530,250.00
	Montclair (County project) - Rehabilitation	$435,000.00	$0.00	$155,000.00	$0.00	$280,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$435,000.00
	Roberts Road (Glade to Grapevine City Limits) - Design reconstruction	$152,880.00	$0.00	$0.00	$0.00	$152,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$152,880.00
	Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions	$1,555,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,555,000.00	$0.00	$0.00	$1,555,000.00
	WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions	$1,670,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,670,000.00	$0.00	$0.00	$1,670,000.00
	WW Project 5: Sewer Group F Line Improvements - Design	$90,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$90,000.00	$0.00	$0.00	$90,000.00
	Crafco Supershot Crack Sealer-2004 (674)	$119,744.00	$0.00	$0.00	$0.00	$0.00	$119,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$119,744.00
	Sewer T.V. Van E350-2008 (803)	$80,370.00	$0.00	$0.00	$0.00	$0.00	$80,370.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$80,370.00
		$7,783,244.00	**$150,000.00**	**$155,000.00**	**$0.00**	**$432,880.00**	**$200,114.00**	**$245,223.00**	**$0.00**	**$0.00**	**$3,151,027.00**	**$0.00**	**$3,315,000.00**	**$134,000.00**	**$0.00**	**$7,783,244.00**

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)	COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact Service Area 1 (East of SH 26)	Roadway Impact Service Area 2 (West of SH 26)	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding
2020																
	Justice Center - HVAC Replacement	$237,000.00	$0.00	$0.00	$0.00	$0.00	$237,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$237,000.00
	Justice Center - Metal Roof Coating	$167,000.00	$0.00	$0.00	$0.00	$0.00	$167,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$167,000.00
	Construct New Trail 2020	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150,000.00
	County Project - TBD	$800,000.00	$0.00	$200,000.00	$0.00	$600,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$800,000.00
	Roberts Road Reconstruction	$1,200,950.00	$0.00	$0.00	$0.00	$1,200,950.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,200,950.00
	Water Project 11: Water Group D Capital Improvements - Construct	$2,540,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,540,000.00	$0.00	$0.00	$2,540,000.00
	Water Project 3: Construct New Elevated Water Storage Tank and Associated Distribution Lines	$3,871,975.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,871,975.00	$3,871,975.00
	WW Project 5: Sewer Group F Line Improvements - Construct	$625,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$625,000.00	$0.00	$0.00	$625,000.00
	Target V465D Street Saw-2005 (672S)	$56,345.00	$0.00	$0.00	$0.00	$0.00	$56,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,345.00
		$9,648,270.00	**$150,000.00**	**$200,000.00**	**$0.00**	**$1,800,950.00**	**$460,345.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,165,000.00**	**$0.00**	**$3,871,975.00**	**$9,648,270.00**

ORDINANCE O-15-1967

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE ON OCTOBER 1, 2015

WHEREAS, in compliance with Article 689a-14, Vernon's Texas Civil Statutes, the city manager did file with the city secretary, a copy of the budget of the proposed expenditures for the fiscal year beginning October 1, 2015, and ending September 30, 2016, such filing being more than thirty (30) days prior to the date on which the City Council makes its tax levy for said fiscal year; and

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

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

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the budget of the proposed expenditures for the fiscal year beginning October 1, 2015, and ending September 30, 2016, which was prepared by the city manager, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016.

Sec. 3. THAT appropriation amounts for the Fiscal Year 2016 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	$23,977,370
Utility Fund (Water & Wastewater)	$15,886,362
Debt Service Fund	$ 1,461,593
Drainage Utility Fund	$ 917,997

Sec. 4. THAT the expenditure budget for the Fiscal Year 2016 Capital Improvement Program (CIP) of the City of Colleyville is hereby approved as follows:

Fiscal Year 2016 CIP	$41,935,940

Sec. 5. THAT the city manager is hereby authorized to execute all contracts and documents for which funding is appropriated in the aforementioned budgets.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED, APPROVED and ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE ________ DAY OF ________________ 2015, BY THE FOLLOWING VOTE:

David Kelly	_____	Carol Wollin	_____
Chuck Mogged	_____	Chris Putnam	_____
Jody Short	_____	Nancy Coplen	_____
Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6f **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1968
Type Ordinance
Department City Manager

Title
Adoption of the Ad Valorem Tax Rate for Fiscal Year 2016 (FY 2016)

Strategy Map Connection
F4- Adhere to the City's financial and budgetary policies

Explanation
First Reading and Public Hearing

Chapter 26, Texas Property Tax Code, requires taxing units to comply with "Truth-in-Taxation" laws in setting tax rates and performing an effective tax rate calculation. The calculated Fiscal Year 2016 (FY 2016) effective tax rate is $.350960/$100 valuation. As the current and proposed rate of $.3559 is higher than the effective tax rate of $.350960, legislation requires that a city take several actions in order to be in compliance with Chapter 26 of the Texas Property Tax Code. The city must publish the attached "Notice of 2015 Tax Year Proposed Property Tax Rate for the City of Colleyville". This notice was published in the *Fort Worth Star-Telegram* on Thursday, August 13, 2015. The City must also hold two public hearings on the tax rate. The first public hearing was held on Tuesday, August 25, 2015 at 6:00 p.m., at 100 Main Street, Colleyville, Texas. There were no speakers at the first public hearing. This is the second of the two public hearings, where citizens have an opportunity to address the City Council on the proposed tax rate. In order that the citizens of Colleyville be informed of the proposed FY 2016 tax rate, City Council adopted Resolution R-15-3895 (attached) reflecting their intention to adopt a tax rate of $.3559 per hundred dollars of valuation at a City Council Special Meeting and public hearing held on August 11, 2015.

Additionally, the FY 2016 proposed tax rate remains at $.3559 per hundred dollars of valuation for the ninth consecutive year. The average residential value for FY 2015 was $421,497, and the average residential value for FY 2016 is $423,650. This equates to an average annual property tax increase of $7.66 to support City services. If the taxable valuation for a residence did not increase from FY 2015, there is no corresponding increase in taxes paid, as there is no proposed tax rate increase in FY 2016.

As a point of reference, the effective tax rate calculation sets the interest and sinking rate (Debt Service Fund rate) at $.019660. The remainder of the tax rate of $.336240 will be allocated to operations and maintenance (General Fund rate). The ordinance adopting the FY 2016 tax rate will reflect these rates, as required by the effective tax rate calculation. The tax rate is scheduled for adoption at the September 15, 2015 regular City Council meeting.

Financial Impact
Adoption of the tax rate and its subsequent levy will provide a portion of the funding for the Fiscal Year 2016 General Fund budget.

Recommendation
Approve

Attachments
1. Notice of 2015 Tax Year Proposed Property Tax Rate for the City of Colleyville
2. Resolution R-15-3895
3. Ordinance O-15-1968

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF COLLEYVILLE

A tax rate of $0.355900 per $100 valuation has been proposed for adoption by the governing body of City of Colleyville. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.355900 per $100
PRECEDING YEAR'S TAX RATE	$0.355900 per $100
EFFECTIVE TAX RATE	$0.350960 per $100
ROLLBACK TAX RATE	$0.376023 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Colleyville from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Colleyville may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Colette Ballinger
City of Colleyville Tax Assessor-Collector
100 Main Street, Colleyville, TX 76034
817-481-1242
colette.ballinger@gcisd.net
www.colleyville.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 25, 2015 at 6:00 PM at City Hall, 100 Main Street, Colleyville, Texas 76034.

Second Hearing: September 1, 2015 at 7:30 PM at City Hall, 100 Main Street, Colleyville, Texas 76034.

RESOLUTION R-15-3895

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS PASSED PURSUANT TO SECTION 26.04 AND 26.05, OF THE PROPERTY TAX CODE OF THE STATE OF TEXAS, APPROVING A PROPOSAL OF THE INTENT TO SET PROPERTY TAX RATES AT THIRTY FIVE AND FIFTY-NINE HUNDREDTHS CENTS ($.3559) PER ONE HUNDRED DOLLARS VALUATION FOR FISCAL YEAR 2016; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Tax Assessor/Collector for the City of Colleyville, Texas (the "City"), has calculated the amount of the effective tax rate and the rollback tax rate pursuant to Section 26.04(c) of the Property Tax Code of the State of Texas (the "Property Tax Code"); and

WHEREAS, pursuant to Section 26.04(e) of the Property Tax Code, the said tax rates have been submitted to the City Council; and

WHEREAS, it appears necessary to adopt a tax rate of thirty five and fifty-nine hundredths cents (.3559) per one hundred dollars of valuation and the proposed tax rate is unchanged from Fiscal Year 2015.

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

Sec. 1. THAT the City Council does hereby, by the approval of this resolution, state its intention to adopt a tax rate for Fiscal Year 2016 of thirty five and fifty-nine hundredths cents (.3559) per one hundred dollars of valuation. The Fiscal Year 2016 tax rate will be adopted at the City Council meeting to be held on September 15, 2015.

Sec. 2. THAT the 2015 tax roll as certified on July 25, 2015 by the Chief Appraiser of Tarrant Appraisal District is adopted and is the basis for the Fiscal Year 2016 proposed tax rate.

Sec. 3. THAT pursuant to Section 26.05(d) of the Property Tax Code, the two public hearings on the tax rate will be held on August 25, 2015 at 6 p.m. and September 1, 2015 at 7:30 p.m. at 100 Main Street, Colleyville, Texas.

Sec. 4. THAT this resolution shall take effect from and after the date of its passage.

AND IT IS SO RESOLVED.

APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE 11TH DAY OF AUGUST 2015, BY THE FOLLOWING RECORD VOTE:

David Kelly	Aye	Carol Wollin	Aye
Chuck Mogged	Aye	Chris Putnam	Aye
Jody Short	Absent	Nancy Coplen	Aye
Mike Taylor	Aye		

ATTEST:

Amy Shelley
Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
David Kelly
Mayor

ORDINANCE O-15-1968

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, LEVYING TAXES FOR THE OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR 2016; ESTABLISHING THE AD VALOREM TAX RATE OF THIRTY-FIVE AND FIFTY-NINE HUNDREDTHS CENTS ($.3559) PER ONE HUNDRED DOLLARS PROPERTY ASSESSMENT; PROVIDING FOR APPORTIONMENT OF TAXES FOR INTEREST AND SINKING FUND FOR CERTAIN BOND INDEBTEDNESS AND FOR GENERAL OPERATING NEEDS, PROVIDING PENALTIES AND INTEREST FOR THE DELINQUENT TAXES, AND TO BECOME EFFECTIVE ON OCTOBER 1, 2015

WHEREAS, a budget has been adopted by the City Council of the City of Colleyville, Texas, covering the proposed expenditures of the municipal government of the City of Colleyville for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, said budget reflects the needs for revenue to meet the expenses proposed therein; and

WHEREAS, the City is required to accumulate an Interest and Sinking Fund for certain outstanding bond indebtedness; and

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

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

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

Sec. 1. THAT there is hereby levied an ad valorem tax that shall be collected for the use and support of the municipal government of the City of Colleyville. It shall provide the legally required Interest and Sinking Fund for certain outstanding bond indebtedness during the 2016 fiscal year. Such tax shall be levied upon all property, real, personal, or mixed within the corporate limits of Colleyville, Texas, which is subject to taxation. The rate of tax shall be thirty-five and fifty-nine hundredths cents ($.3559) on each one hundred dollars ($100.00) property assessment. Said tax levied for and apportioned to the following specific purposes:

A. For the General Fund, a tax rate of $.336240 is levied.

B. For the Interest and Sinking Fund, a tax rate of $.019660 is levied.

Sec. 2. THAT taxes levied by this ordinance shall be due and payable on the first day of October 2015, and shall become delinquent on the first day of February 2016, if unpaid. Upon taxes becoming delinquent, interest and penalty will be added as required in Section 33.01 of the Texas Property Tax Code, and shall commence on the first day of February 2016. The City of Colleyville is hereby authorized to adopt any and all legal remedies provided by the Texas Property Tax Code for the purpose of collecting delinquent taxes.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED, APPROVED, and ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE ________ DAY OF ________________ 2015, BY THE FOLLOWING VOTE:

David Kelly	_____	Carol Wollin	_____
Chuck Mogged	_____	Chris Putnam	_____
Jody Short	_____	Nancy Coplen	_____
Mike Taylor	_____		

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6g **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1969
Type Ordinance
Department City Manager

Title
Approval to amend various sections of the Colleyville, Texas, Code of Ordinances, setting fees and charges for City services

Strategy Map Connection
B2- Proactively seek process improvements and sustainable solutions

Explanation
First Reading and Public Hearing

As a part of the annual budget process, staff reviews the fees charged by the City and proposes new fees, revisions of current fees, or deletions of fees. The following fee changes are proposed by staff and were presented (presentation attached) and discussed at the Pre Council meeting on July 7, 2015.

Building Inspections

Permanent Sign Permit Fee

Currently, there are a variety of different fees charged for permanent signs, despite the fact there is no difference in the staff time required to process and inspect the different sign types. Staff recommends aligning all permanent signs under one uniform $75 permit fee to make the fee schedule easier to understand and administer. Current sign permit fees range from $5 to $125, with an average fee of $58. The revised fee recovers costs associated with processing applications, performing plan review, and performing field inspections.

Temporary Sign Permit Fee

Similar to permanent signs, temporary signs are currently charged different amounts based on type, despite no difference in staff time required for processing and inspecting. Staff recommends aligning all temporary signs under one uniform $50 permit fee to simplify the fee schedule. Current temporary sign fees are $35 for pole banners, $35 for search lights, $35 for temporary business signs, and $50 for off-premises real estate open house signs (per year). Per Council direction, there will be $0 charge for temporary signs for grand openings. The revised fee recovers costs associated with processing applications, performing plan review, and performing field inspections.

Sign Recovery Fee

A new fee for recovery of signs is recommended, at $25 per sign. Currently when illegally placed signs are removed by staff, the signs are disposed of. The sign recovery fee would allow the violator to pay $25 per sign to recover his or her sign, to offset the staff cost associated with investigation, removal, and storage of the confiscated sign. In some instances, individuals or businesses have invested substantial amounts of money in signs and would like the opportunity to recover those that have been removed. Procedures will be established that determine the amount of time signs will be held, to prevent potential storage issues.

Sport Court Permit Fee

A streamlined combination permit of $100 is recommended for sport courts. Currently, there are three separate permits required- building (if the slab is engineered; average $100), electrical (for lighting; $50), and fence ($75) permits. The new streamlined fee combines the three permits into one, for a total of $100. Sport courts that are not designed by an engineer, contain no electrical, and no fencing, would be exempt. The streamlined fee recovers costs associated with processing applications, performing plan review, and performing field inspections, and significantly simplifies the permitting process for sport courts.

Spa, Hot Tub, or Fountain Permit Fee

A new permit fee is recommended for spas, hot tubs, or fountains, which are currently processed as a pool permit for $300 or based on valuation. Because the review and inspection is not as substantial as a pool, staff recommends a lower fee of $200 for spas, hot tubs, and fountains. Swimming pools that include a spa will not require two separate permits and will be processed as one pool permit for $300.

Certificate of Occupancy/Reoccupancy

The current certificate of occupancy (CO) fee of $47 has not been updated since the early 2000's and has become outdated. In order to recover the cost associated with processing applications, review by multiple divisions, and field inspections by building inspections and fire department staff, a fee of $100 is recommended. However, staff also recommends waiving the fee for commercial remodel projects, or tenant finish-outs, for which a building permit is being processed. Currently the CO fee is being charged in addition to the building permit fee.

Temporary Certificate of Occupancy

A new fee for a temporary certificate of occupancy is also recommended, at $250 per month. A temporary CO would be issued only under extenuating circumstances. It would allow occupancy of a commercial or residential property when correction items are not complete (unless they are life-safety related). The fee would also be waived in certain situations, such as weather related issues that prevented completion of landscaping. The new fee would provide incentive for the applicant to complete the outstanding items in a timely manner and recover costs related to follow up and inspections.

Additional Plan Review

An additional plan review fee of $50 per plan review, after the second review, is recommended. This fee would apply to alterations from the original plan review approval where such changes necessitate a full plan analysis for compliance. Adding this fee would allow for appropriate cost recovery related to the additional staff time required.

Construction Concealment Fee

A new fee of $350 for construction concealment is recommended, which would apply in the case of construction work that is covered or concealed without approval. Currently, citations may be issued when work is covered before inspection and the work must be completely exposed in order to inspect, which may lead to a contractor walking off a job due to the re-work cost that may eliminate his profit margin. By charging a concealment fee and requiring spot uncovering for inspection, demonstration of compliance with adopted codes is achieved, while still presenting a consequence for covering work without obtaining the required inspections. The recommended fee is not an amount that would cause a contractor to walk off a job and leave a property owner with an incomplete project, but does represent a significant consequence.

Special Inspection Fee

Another new fee recommended by building inspections staff is a special inspection fee of $100, which serves a dual purpose. The fee recovers costs for after-hours building inspections for special projects which involve unique circumstances, such as concrete pours or phased construction activities. It also serves as a disincentive for contractors who fail to schedule inspections and desire the addition on the same day inspection schedule. The fee would not be charged to homeowners acting as a general contractor, who are often unfamiliar with scheduling requirements, or in situations where homeowners were present for an inspection, but learn that the contractor failed to schedule the inspection and an after-hours inspection becomes necessary.

Contractor Registration Fee

The final change recommended for the building inspections area is a streamlined fee of $100 for contractor registration. The current variation in fees (average $75) is not reflective of any difference in processing by staff and can be confusing. A major benefit to contractors would be moving to a 365 day registration period instead of the calendar year method currently used, which requires re-registration on January 1 regardless of when in the prior year a registration occurred. Contractor registration fees are currently authorized in Chapter 22, Section 22-27 in the Code of Ordinances. Staff recommends moving these fees to Chapter 2 Administration, Section 2-26, fees and charges for City services, of the Code of Ordinances.

Public Works

Construction Materials Testing Fee

The public works department recommends one fee change this year, for the engineering plan review and inspection fee. The current fee totals 5% (2% for engineering plan review and 3% for engineering inspection), but does not recover the cost of construction materials testing. Staff recommends moving to a 6% total, to provide an additional 1% to cover the cost incurred by the city to perform construction materials testing. Materials testing is a necessary quality assurance step that must be taken to help regulate the quality of new public infrastructure being installed by developers, that the City will be responsible for once it has been completed.

Financial Impact
Approval of the recommended fee changes and additions would, ultimately, increase the amount of revenue received by the City. However, the majority of the changes would result in a relatively small amount of incremental net revenue. The proposed fee changes are intended to more fully recover the cost of providing services.

Recommendation
Approve

Attachments
1. Pre Council Fee Presentation - July 7, 2015
2. Ordinance O-15-1969

Update on Fees & Charges

Pre Council Meeting
July 7, 2015

Overview

- Review fees and charges annually during the budget process → Budget includes revenues & expenditures
- Focus on keeping fees current with the marketplace and recovering costs to the greatest extent possible
- Works to avoid large adjustments that can occur if fees and charges are only evaluated and updated once every 5+ years
- Departments identified needed changes and made recommendations for adjustment during the budget submission process

Objective

- To determine if the City Council would like for staff to prepare the necessary ordinance amendments for the fees and charges discussed
- Recommended adjustments could be brought back for formal City Council approval at a subsequent Council meeting

Building Inspections

Statement of Purpose

- The intent of the fee revisions or new fees is to recover staff costs.
- The net effect for the various fee increases and decreases proposed is estimated to be revenue neutral or a slight overall increase. Any net increase is not expected to exceed $5,000.
- Review process included:
  - looking at what other cities charge,
  - combining fees to streamline the development process,
  - breaking apart fees that should be separate, and
  - assessing what staff time is involved in the intake, review, and inspection of the different types of permits proposed for revision.

Permanent Sign Permit Fee

Current Fees:

1.	Subdivision wall sign	$45
2.	Wall sign	$75
3.	Awning sign	$35
4.	Canopy sign	$35
5.	Development sign	$75
6.	Weekend builder sign (per year)	$125
7.	Business monument sign	$75
8.	Freeway pole sign	$75
9.	Institutional monument sign	$75
10.	Institutional off-premises	$35
11.	Major shopping center (structure)	$75
12.	Major shopping center (plaque)	$35
13.	Model home sign	$75
14.	Projecting sign	$5
15.	Subdivision wall plaques	$45
16.	Face replacement	$35
Average:		$58
Median:		$60

Recommended Fee: **$75**

Justification:

1) Align all permanent signs under **one uniform permit fee** to simplify fee schedule.
2) Current fee variations are not substantiated as there is **no difference in processing and inspecting** the different sign types
3) The revised fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Temporary Sign Permit Fee

Current Fees:

1. Grand opening $0
2. Pole banners $35
3. Search light $35
4. Temporary business sign $35
5. Off-premises real estate open house signs (per year) $50

Recommended Fee: **$50**

Justification:

1) Align all permanent signs under **one uniform permit fee** to simplify fee schedule.
2) Current fee variations are not substantiated as there is **no difference in processing and inspecting** the different sign types
3) The revised fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Sign Recovery Fee (new)

Recommended Fee: **$25/sign**

- Applies to signs that are removed by City Staff (mainly Code Enforcement) due to illegal placement within right-of-way

Justification:

1) Fee is reimbursement for staff costs associated with investigation, removal, and storage of confiscated sign
2) Current practice of immediate disposal of confiscated signs can be altered to allow violator to reimburse costs for sign removal and retrieve sign

Sport Court Permit Fee

Recommended Streamlined Fee: **$100**

- New **combination permit** for sport courts which includes required permits for
  - Building (only required if engineered slab): avg. $100
  - Electrical (lighting): $50
  - Fence (Land Development Code) installations: $75
- Sport court that is not designed by an engineer and contains no electrical (for lighting) and no fencing is **exempt** (i.e. basketball court)

Justification:

1) Eliminates the need for three separate permits and **combines** them into one
2) The streamlined fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Spa, Hot Tub, or Fountain (new)

Recommended Fee (reduced): **$200**

- Currently processed as a pool permit which is $300 or based on valuation
- Swimming pool permits that include a spa will not require two separate permits and will be processed as one pool permit for $300

Justification:

1) Appropriate to separate from a pool permit because the review and inspection is not as substantial as a pool and therefore the **fee should be lower** if not connected to a pool
2) The reduced, new fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Certificate of Occupancy/Reoccupancy

Current Fee: $47

Recommended Fee: **$100**

- Although the overall fee is increasing to cover costs, staff is proposing to **waive the fee** for commercial remodel projects (i.e. tenant finish-outs) for which a building permit is being processed. They are currently charged the $47 certificate of occupancy fee *in addition to* the building permit fee.

Justification:

1) Fee is **outdated** – it has not been updated since early 2000's
2) The revised fee **recovers costs** associated with processing applications, review by multiple divisions, and field inspections by Building Inspections and Fire

Temporary Certificate of Occupancy (new)

Recommended Fee: **$250 per Month**

- Permit allows for occupancy of a commercial or residential property when correction items are not complete unless life-safety related. Such requests are scrutinized and are only issued under **extenuating circumstances**.
- **Fee Waived** - for certain situations, such as:
  - Weather-related issues (cannot install sod, trees, or landscaping during periods of extreme heat, cold, drought conditions)
  - Infrastructure incomplete for a site or final acceptance by the City
  - Commercial shell building without finals but tenant finish-out is approved and ready for business

Justification:

1) Fee provides **incentive** for applicant to complete the outstanding items in a timely manner.
2) Fee **recovers costs** relating to repeated discussions and inspections with occupant and other stakeholders.

Additional Plan Review (new)

Recommended Fee: **$50 per plan review**
(after second review)

- Does not apply to typical resubmittal of plans with changes made based on plan review comments.

Justification:

1) Applies to alterations from the original plan review approval where such changes necessitate full plan analysis for compliance (i.e. adding walls/doors to a commercial project in progress)
2) The new fee **recovers costs** associated with performing additional plan review

Construction Concealment Fee (new)

Recommended Fee: **$350**

- **<u>Example of Fee Assessment:</u>** Electrician installs underground conduit and wiring without a permit and/or inspection. Fee is assessed, contractor is allowed to spot uncover installation (typically every 10 feet) to demonstrate compliance for burial depth. Reasonable to not require complete exposure for entire installation. Demonstration of compliance with adopted codes is still incumbent upon the contractor.

Justification:

1) For construction work that is covered/concealed without approval
2) Replaces the issuance of citations which is a lengthy, time consuming process which may result in excessive fines assessed to contractors or homeowners
3) Represents consequence for covering work without approval vs. obtaining required inspections
4) Not an overbearing amount to cause a contractor to walk off the job due to profit/incentive removed, leaving the property owner with an incomplete project

Special Inspection Fee (new)

Recommended Fee: **$100**

- Assessed for after-hours inspections for special projects which involve unique circumstances such as concrete pours or phased construction activities
- Assessed for contractors who fail to schedule inspections and desire addition on the same-day inspection schedule
- ***Exception to Special Inspection Fee*** – Homeowners who were advised by a contractor to be present for an inspection (i.e. water heater replacement) but the contractor failed to schedule the inspection or homeowners acting as a general contractor (i.e. kitchen remodel) who are unfamiliar with scheduling requirements

Justification:

1) The new fee **recovers costs** associated with processing applications and performing field inspections in unique situations

Contractor Registration Fee

<u>Current Fees:</u>

• General Contractor	$75
• Mechanical Contractor	$75
• Electrical Contractor	$100
• Plumbing Contractor *(no fee–State Statute)*	
• Concrete Contractor	$100
• Home Improvement	$25
• Septic Tank	$25
• Sign Contractor	$100
• Demo/Moving	$75
• Specialty Contractor	$80
Average:	$73
Median:	$75

<u>Recommended Fee:</u> **$100**

Justification:

1) **Streamline** all contractor registration fees under one common amount
2) Variation of fees based on the type of work performed cannot be substantiated
3) ****<u>Contractor Benefit</u>** - *Registration will be valid for the full 365-day period vs. calendar year method now used. <u>Example of current procedure</u>: An electrician who registers in November 2015 is required to re-register on January 1st of 2016*

Public Works

Engineering Plan Review & Inspection Fee

Current fee:

- Engineering Plan Review Fee - 2% of the actual cost of public improvements
- Engineering Inspection Fee – 3% of the actual cost of public improvements

Recommended fee:

- Engineering Plan Review Fee - 2% of the actual cost of public improvements
- Engineering Inspection Fee – 3% of the actual cost of public improvements
- Construction Materials Testing Fee – 1% of the actual cost of public improvements

Justification:

1) The existing fee structure (5%) recovers the cost of plan review and inspection, but does not recover the cost of construction materials testing.
2) The recommended fee structure (6%), provides an additional 1% to recover the cost incurred by the City to perform construction materials testing. The construction materials testing process is a necessary quality assurance step that must be taken to help regulate the quality of new public infrastructure that the City will be responsible for.

Questions and Discussion

ORDINANCE O-15-1969

AN ORDINANCE AMENDING PART II, CHAPTER 2-ADMINISTRATION, ARTICLE II- FINANCE, DIVISION 1, SEC. 2-26 FEES AND CHARGES FOR CITY SERVICES; AMENDING PART II, CHAPTER 22, BUSINESSES, ARTICLE II CONTRACTORS, SEC. 22-27 LICENSE AND FEE REQUIREMENTS FOR CERTAIN BUILDING CONTRACTOR TRADES AND PROFESSIONS, OF THE COLLEYVILLE, TEXAS, CODE OF ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville charges fees for services and materials as authorized in the Code of Ordinances and it is desirous to update those fees; and

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

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

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT from and after the effective date of this ordinance, Chapter 2 Section 2-26 of the Code of Ordinances, fees and charges for city services shall be deleted and replaced in its entirety with the revisions as shown on Exhibit “A”.

Sec. 3. THAT from and after the effective date of this ordinance, Chapter 22 Section 22-27 of the Code of Ordinances, License and fee requirements for certain building contractor trades and professions, shall be deleted and replaced in its entirety with the revisions as shown on Exhibit “B”.

Sec. 4. THAT the effective date of this ordinance shall be September 15, 2015.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the ________ day of __________________________ 2015.

ATTEST:

Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A”

Sec. 2-26. Fees and charges for city services.

(a) The following fees will be in effect in all city departments:

Notary fee (non-city related business): As prescribed by V.T.C.A., Government Code § 406.024.

(b) City secretary services:

Records request research, per hour $15.00

Document certification (per transaction) 8.00

Agenda mailings 12.00

The city will charge fees for public information in accordance with the Texas State Library and Archives Commission.

(c) Financial services:

New utility account processing .....$ 2.00

Confidentiality of utility records request processing 2.00

Parking violation court cost fee 5.00

Failure to appear warrant fee 25.00

Broken/damaged/cut lock or tie 25.00

(d) Police services:

Accident reports 6.00

Fingerprinting - First card 10.00

Fingerprinting - Each additional card 5.00

Conduct letters .....10.00 for original and 5.00 for each additional

Miscellaneous police reports 2.00

Press release of police report 1.00

(e) Animal services:

Daily care of impounded animals, per day 10.00

Each additional impounded animal, same owner, per day 10.00

Removal and disposal of live unwanted pets 30.00

Animal impound fee (second impounding) 50.00

Animal impound fee (third impounding) 75.00

Animal impound fee (fourth impounding) 150.00

Animal impound fee (fifth and greater impoundings) 150.00

Removal of individually trapped animals (private trap) 30.00

(f) Fire prevention:

Fire alarm systems:

Plans review (new, alteration, or relocation) 70.00

Inspection of system once in place .....

Number of Devices	Fee
1 to 10	75.00
11 to 25	100.00
26 to 100	200.00
101 to 200	275.00
201 to 500	500.00
Per device for each over 500	1.00

Fire sprinkler systems- above ground:

Plans review (new, alteration, or relocation) 150.00

Inspection of system once in place .....

Number of heads	Fee
1 to 19 heads	75.00
20 to 100 Heads	100.00
101 to 300 Heads	200.00
301 to 1,000 Heads	400.00

Per head for each over 1,000 heads	1.00

Fire sprinkler systems- underground:

Fire Sprinkler System (Relocation or modification) 3 sets of detailed plans	
a. Inspection is required before ditch is covered	
b. 2 hour/200 lb. test is required	50.00

Licensing inspections:

Hospitals	100.00
Nursing/long term care homes	75.00
Day care/Mothers' day out	50.00
Foster and adoptive homes	10.00
Home inspection- insurance	50.00

Permits and miscellaneous fees:

Fixed Fire Protection System (New, alteration, or relocation) 3 sets of detailed plans	50.00
Security Gates (Required 3 set of detail plans) Plus $25.00 per required sign.	50.00
Storage of Flammable or Combustible Liquids at Construction Sites	50.00
Installation of Compressed Natural Gas (CNG) Container or Stations	50.00
Removal, relocation of Compressed Natural Gas (CNG) Container or Station	50.00
Installation of Liquid Petroleum Gas (LPG) Container	50.00
Removal, relocation of Liquid Petroleum Gas (LPG) Container	50.00

Installation of Liquefied Natural Gas (LNG) Container or Station	50.00
Removal, relocation of Liquefied Natural Gas (LNG) Container or Station	50.00
Spray Booths (New) 3 sets of detailed plans	50.00
Spray Booths (Modification or relocation) 3 sets of detailed plans	50.00
Carnivals and fairs—Site Plan & Layout of venders required	50.00
Fireworks display—Site inspection is required	100.00
Flammable and combustible liquids:	
a. Repair or modify a pipeline	100.00
b. Product removal from Underground Storage tank	50.00
c. Status change in product facilities	50.00
d. Change type of contents in liquid tank(s)	50.00
Occupant load increase	50.00
Pyrotechnical special effects	100.00
Tents (Any Size)	50.00

(g) Response related to natural gas leaks and hazardous materials releases:

Recovery of expenses related to natural gas leaks and hazardous materials releases caused by contractors or carriers which require an on scene response where city staff are unavailable for other emergencies for one hour or more and incidents involving negligence related to drug and/or alcohol impairment will be billed for public safety services if the incident involved any criminal offense greater than a Class C misdemeanor will be as follows:

Employee costs—Actual employee salary costs during the incident.

Emergency vehicle use fees:

Ambulance—To 210 HP, per hour .....$ 41.00

Police car—Patrolling, per mile 0.63

Police car—Stationary, per hour 18.00

Fire truck—1500 GPM, per hour 95.00

Fire truck—2000 GPM, per hour 105.00

Ladder truck—At least 75 feet, per hour 145.00

(h) Development Fees- Planning and zoning services:

Preliminary plat $250.00

plus, per lot 7.50

Final plat or replat 350.00

plus, per lot 7.50

Minor plat 250.00

Amending plat 250.00

Rezoning application 500.00

plus, per acre 5.00

PUD application 500.00

plus, per acre 5.00

Amendment to existing PUD to add, delete, or change a special condition to an existing PUD ordinance 450.00

SUP application 500.00

plus, per acre 5.00

SUP residential accessory building 175.00

SUP residential carport 175.00

SUP alcoholic beverage sales 500.00

ZBA variance and appeal application $175.00

Sign board appeal 175.00

Tree mitigation appeal 125.00

Site plan application review 250.00

Landscape plan application review 250.00

Zoning verification letter 20.00

(i) Development Fees-

Permanent Sign Permits 75.00

Temporary sign permits ....50.00 (exception: grand opening .....0.00)

Sign Recovery Fee 25.00

(j) Development Fees- Plan review, inspection, and permit fees:

Permit fees. The schedule of permit fees shall be in accordance with the fee schedules contained in the 1997 Uniform Administrative Code as follows:

(1) Table 3-A—Building Permit Fees

(2) Table 3-B—Electrical Permit Fees

(3) Table 3-C—Mechanical Permit Fees

(4) Table 3-D—Plumbing Permit Fees

Calculating construction values. The construction values used for calculating permit fees shall not be less than the most recent Building Valuation Data published by the International Conference of Building Officials. Said permit fees shall be adjusted on an annual basis for permit applications received on or after the 1st day of June using the most recent edition of the Building Valuation Data. The regional modifier of 0.93 shall be applied to the Building Valuation Data used for calculating construction values.

Plan review fee. When a plan or other data are required to be submitted by the building code, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees specified in this subsection are separate fees and are in addition to the permit fees. No additional plan review fee shall be charged where plans are incomplete or for reviewing a construction plan that has been previously reviewed and resubmitted with corrections. Where construction plans are changed to a new proposal or where a third plan review is necessary, an additional plan review fee is required.

Inspection charges. Permit fees shall include the cost of all required inspections.

Reinspection fees. If the code official is required to make a reinspection, the following fees shall apply: (1) The first reinspection fee shall be $75.00; (2) The second, and any subsequent, reinspection fee shall be $125.00. Failure to pay such charges as provided in this code may result in the forfeiture of the right of such contractor to obtain other permits until such charges are paid.

Fees due. All building permit fees shall be due when the permit is issued.

Fee refunds. The code official shall be authorized the refunding of fees as follows:

(1) The full amount of any fee paid hereunder that was erroneously paid or collected.

(2) Not more than 90 percent of the permit fee when no work has been done under a permit issued in accordance with this code.

Exhibit "A"

(3) Not more than 90 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.]

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Sport Court (concrete, nets, fencing, lighting).....$100.00

Lot grading and drainage compliance fee 125.00

New residence plan review 350.00

Residential addition and remodel plan review 150.00

Commercial plan review fee .....65% of building permit fee

Swimming pool plan review fee 50.00

Water well drilling permit $50.00

Irrigation system permit, ...75.00

Fence permit 75.00

Masonry screening fence permit.....125.00

Retaining wall 125.00

Swimming pool permit 300.00

Spas, Hot Tubs, or Fountains.....$200.00

Re-roofing permit (one square or more) 50.00

Grading and earthwork permit 75.00

Curb cut permit 55.00

Driveway approach permit 75.00

Temporary construction trailer 100.00

Temporary event permit 100.00

Temporary use permit 100.00

Temporary use permit—Portable storage structure $25.00

Used/obsolete street sign purchase fee (per sign) 25.00

Exhibit “A”

Certificate of Occupancy or Re-Occupancy…..100.00

Temporary Certificate of Occupancy…..250.00 (per month)

Contractor Registration Fee…..100.00 (per 12 month period)

Construction Concealment Fee (for work performed without inspections) …..350.00

Special Inspection Fee…..100.00/hour (min. 2 hours)

Additional Plan Review…..50.00 per plan review

Application for Encroachment and Joint Use Agreement…

Document Length	Fee
1 to 10 pages	$120
11 to 20 pages	$160
21 to 30 pages	$200
Over 30 pages	$240

Weed mowing administrative fee 120.00

Weed mowing violation notification letter fee (second and all following notification letters within current calendar year) 50.00

Weed mowing fee, per acre 175.00

Demolition fee 50.00

Brush abatement fee:

Actual expenses incurred, not to exceed the estimated value of the affected property.

Sidewalk waiver request general waiver request to a Land Development Code or Code of Ordinances requirement 125.00

(k) Charges related to oil and gas wells:

Gas and oil well permit fee (per well bore) 10,000.00

Gas well special use permit fee (per pad site) 15,000.00

Seismic survey permit 250.00

Pipeline permit 2,500.00

(l) Public infrastructure plan review and inspection:

Prior to the commencement of any public infrastructure improvements associated with private development, the developer shall pay the City a plan review and inspection fee as follows:

Engineering Plan Review Fee – 2% of the actual cost of the public improvements

Engineering Inspection Fee – 3% of the actual cost of the public improvements

Construction Materials Testing Fee – 1% of the actual cost of the public improvements

For each additional review after the second submittal..... 250.00

Inspections performed outside of regular business hours for the construction of public infrastructure projects ..... 50.00 per hour

(m) Recreation:

City sponsored activities- The fee for the city park and recreation sponsored recreation and athletic activities not covered elsewhere shall be calculated for respective activity based upon the estimated costs of conducting such activity (including such items as materials, instructors, umpires, scorekeeper, trophies and other direct program costs) plus an administrative fee, or shall be as stipulated by nationally or statewide recognized athletic organizations.

Nonresident programming fee..... 5.00 per class/course

Senior Center annual membership required for participation in all activities:

Colleyville resident .....Free

Non-Colleyville resident 10.00

Senior Center membership card replacement fee:

Colleyville resident 2.00

Non-Colleyville resident 2.00

(n) Parks:

Youth Sports Associations:

Athletic Field Use Fees:

Colleyville residents .....5.00 per participant/per season/per association

Non-Colleyville residents .....5.00 per participant/per season/per association

Non-Colleyville resident Fee: A fee of $20.00 shall be charged to each non-resident, per participation in each organized sports association per season.

Exhibit "A"

Field Rental Fees:

Field		No lights/With Lights	Time
Reagan Park	Resident	35.00 / 50.00	Per 2 hours
	Nonresident	60.00 / 100.00	Per 2 hours
City Park	Resident	50.00 / 80.00	Per 2 hours
	Nonresident	100.00 / 180.00	Per 2 hours
Pleasant Run Park (Game Field)	Resident	50.00 / 80.00	Per 2 hours
	Nonresident	125.00 / 175.00	Per 2 hours
Pleasant Run Park (Practice Field)	Resident	35.00 / 50.00	Per 2 hours
	Nonresident	60.00 / 100.00	Per 2 hours

Rental Fees:

Park Pavilion Rental per hour (no minimum):

Colleyville residents 20.00

Non-Colleyville residents 30.00

Webb House Rental:

Weekday (Monday—Thursday) three hour minimum

Colleyville resident 60.00/hr

Non-Colleyville resident 90.00/hr

Weekday (Monday—Thursday) each additional hour

Colleyville resident 20.00/hr

Non-Colleyville resident 35.00/hr

Weekend (Friday—Sunday) three hour minimum

Colleyville resident 80.00/hr

Non-Colleyville resident 130.00/hr

Weekend (Friday—Sunday) each additional hour

Colleyville resident 35.00/hr

Non-Colleyville resident 55.00/hr

Webb House damage deposit 200.00

Exhibit “A”

Tennis Court Rental—Per person (per one and one-half hour increment 3.00

McPherson Park Group Pavilion rental per hour (no minimum):

Colleyville residents 40.00

Non-Colleyville residents 70.00

Wedding event in a park without amenities 100.00

(o) Colleyville Center fees and charges:

NON-RESIDENT & BUSINESS - STANDARD RATES

ROOM	MAX OCC. THEATER = T BANQUET = B CLASSROOM = C	*WEEKDAY RATE *FOUR HOUR BLOCK OF TIME, EXCEPT FOR ENTIRE BUILDING RENTAL WHICH IS EIGHT HOURS*	PRIME WEEKEND FRI / SAT / SUN *EIGHT HOUR RENTAL*
SMALL CONFERENCE ROOM *792 SQ. FT.*	T-60 B-50 C-35	$200	ENTIRE BUILDING RENTAL ONLY
NORTH HALL *3,155 SQ.FT.* *1,664 PLUS 1491 STAGE*	T-200 B-100 C- 70	$375	ENTIRE BUILDING RENTAL ONLY
SOUTH HALL *2,872 SQ. FT.* *1,872 PLUS 1,000* KITCHEN	T-200 B-100 C- 70	$375	ENTIRE BUILDING RENTAL ONLY
NORTH-SOUTH HALL *TOTAL 6,027* *FLOOR -3,536*	T-500 B-300 C-150	$700	ENTIRE BUILDING RENTAL ONLY
ENTIRE BUILDING *8,475 SQ. FT.*	BUILDING OCCUPANCY T-500	$1,800 WEEKDAY	FRIDAY & SUNDAY $1,800 PRIME SATURDAY $2,200
GARDEN PLAZA (Including chairs)	T-50	$300	$300

*Includes tables, chairs, and all add-ons listed in the Video, Audio, and Room Set sections of the Administrative Fee Schedule.

COLLEYVILLE RESIDENT/BUSINESS - WITH 20% DISCOUNT

ROOM	MAX OCC. THEATER = T	*WEEKDAY RATE *FOUR HOUR BLOCK OF TIME, EXCEPT FOR ENTIRE*	PRIME WEEKEND FRI / SAT / SUN

Exhibit "A"

	BANQUET = B CLASSROOM = C	*BUILDING RENTAL WHICH IS EIGHT HOURS*	*EIGHT HOUR RENTAL*
SMALL CONFERENCE ROOM *792 SQ. FT.*	T-60 B-50 C-35	$160	ENTIRE BUILDING RENTAL ONLY
NORTH HALL *3,155 SQ.FT.* *1,664 PLUS 1491 STAGE*	T-200 B-100 C- 70	$300	ENTIRE BUILDING RENTAL ONLY
SOUTH HALL *2,872 SQ. FT.* *1,872 PLUS 1,000* KITCHEN	T-200 B-100 C- 70	$300	ENTIRE BUILDING RENTAL ONLY
NORTH-SOUTH HALL *TOTAL 6,027* *FLOOR -3,536*	T-500 B-300 C-150	$560	ENTIRE BUILDING RENTAL ONLY
ENTIRE BUILDING *8,475 SQ. FT.*	BUILDING OCCUPANCY T-500	$1,440 WEEKDAY	$1,440 FRIDAY & SUNDAY $1,760 PRIME SATURDAY
GARDEN PLAZA (Including chairs)	T-150	$300	$300

*Includes tables, chairs, and all add-ons listed in the Video, Audio, and Room Set sections of the Administrative Fee Schedule.

COLLEYVILLE BASED NON-PROFIT & CIVIC ORGANIZATIONS

ROOM	**MAX OCC.** THEATER = T BANQUET = B CLASSROOM = C	**WEEKDAY RATE** *FOUR HOUR BLOCK OF TIME, EXCEPT FOR ENTIRE BUILDING RENTAL WHICH IS EIGHT HOURS*	**PRIME WEEKEND FRI / SAT / SUN** *EIGHT HOUR RENTAL*
SMALL CONFERENCE ROOM *792 SQ. FT.*	T-60 B-50 C-35	$60	ENTIRE BUILDING RENTAL ONLY
NORTH HALL *3,155 SQ.FT.* *1,664 PLUS 1491 STAGE*	T-200 B-100 C- 70	$80	ENTIRE BUILDING RENTAL ONLY
SOUTH HALL *2,872 SQ. FT.* *1,872 PLUS 1,000* KITCHEN	T-200 B-100 C- 70	$80	ENTIRE BUILDING RENTAL ONLY
NORTH-SOUTH HALL *TOTAL 6,027* *FLOOR -3,536*	T-500 B-300 C-150	$140	ENTIRE BUILDING RENTAL ONLY

Exhibit "A"

ENTIRE BUILDING *8,475 SQ. FT.*	BUILDING OCCUPANCY T-500	$300 WEEKDAY	50% DISCOUNT FRIDAY & SUNDAY $900 20% DISCOUNT PRIME SATURDAY $1,760
GARDEN PLAZA (Including chairs)	T-150	$300	$300

ADMINISTRATIVE FEES		
	Non-Profit	***Standard***
VIDEO		
LCD Projector per hour (portable and ceiling mount)	$65 with weekday max $150	$65
LCD 220" Rear Screen HD Projector per hour	$75 with weekday max $200	$75
Rolling Video cart with electrical and extension	$2	$10
Gallery Flat Screen or TV Monitor (per event)	$65	$65
Stage Front Drop Screen	$10	$40
Portable screen (9')	$40	$40
Conference Room pull down	$20	$20
White Board / Flip Chart with easel	$20	$20
Easel	$15	$15
AUDIO		
Baby Grand Piano	$100	$100
Stage Lighting (one time setting – per hour)	$50	$50
Stage Lighting and sound board (must use AV Tech)	$200 + AV Tech	$200 + AV Tech
Podium with Microphone	$20	$35
IPod Connection	$20	$20
Corded Microphone on stand – one free with N/S Hall	$15	$15
Wireless Microphone (hand held or lapel)	$25	$50
Colored Up Lights	$200	$200
ROOM SET		
Linens (per linen) Weekdays only	$5	$5
Draped and Skirted Registration Table	$15	$15
Room Change after final set (per table and chair set)	$20	$20
Repositioning room during event	$400 + $10 ea. Table set	$400 + $10 ea. Table Set
CATERING		
Catering fee 15% of F&B with $1.50 pp min.	15% F&B	15% F&B
Catering (client self-catering – KU) Flat Fee based upon set up or attendance whichever is greater	$1 per person weekday or weekend ($300 Max)	$1 per person weekday $2 per person weekends

Deluxe Coffee Service with condiments	15 cup carafe - $15	15 cup carafe - $15
Continental Breakfast (w/20 person minimum)	$10 pp including fruit	$10 pp including fruit
Gourmet Box Lunch (w/20 person minimum)	$15 pp including beverage	$15 pp including beverage
Break Service (beverage & cookies – w/20 person minimum)	$5 per person	$5 per person
Water/Soda Service	$1 per bottle	$1 per bottle
MISCELLANEOUS		
Copies 1-50 - $.25 first copy, $.10 thereafter	$.25/$.10	$.25/$.10
Fax Machine (incoming and outgoing)	$2 per page	$2 per page
DEPOSITS		
Entire Building	$500	$500
Grand Hall	$300	$300
Half Hall (North or South)	$200	$200
Conference Room	$50	$50

MISCELLANEOUS FEES/POLICIES

Cancellation Policy- Any cancellation of a Friday, Saturday, or Sunday entire building rental or combined North/South Hall booking shall result in lessee forfeiting one-half of the deposit. If the cancellation is received 180 to 120 calendar days prior to the event, the lessee will forfeit all of the deposit. If the cancellation is received less than 120 calendar days prior to the event, the lessee will forfeit all monies paid to the Colleyville Center.

Colleyville Center Service Fees- A service fee of up to $500.00 will be charged to lessee for failure to leave the premises (building and grounds) in as good or better condition than it was prior to being leased.

AV Surcharge- All rented audio visual equipment brought into the building by another vendor incurs a 15 percent charge of the Colleyville Center fee for same equipment.

Non-profit Donations- Any not for profit organization that donates over $50,000.00 to the Colleyville Center does not incur equipment fees. Supply and service fees are not included in this waiver. If a not for profit organization donates a single piece of equipment, it becomes Colleyville Center property and use of that equipment by that organization does not incur equipment fees.

Discount for Using Local Businesses- If a client uses three or more Colleyville businesses during their event, the Center will provide complimentary colored up-lighting ($200 value).

Additional Rental Hours- If a client requests to extend a rental of the entire building beyond their eight hour rental, additional hours will be available for an additional $250 per hour, within the business hours of the Center. The additional hours must be requested in advance. Fees will not be pro-rated for increments of time less than one hour.

Late Fees- The Colleyville Center closes at 12 a.m. (midnight) on Friday and Saturday and 11 p.m. Sunday through Thursday. Should a client remain on the premises after the building is closed, a fee will be assessed at the rate of $500 per hour until such time the building is vacated. Fees will not be pro-rated for increments of time less than one hour.

Colleyville Center Rental Hours- The Colleyville Center is available for rental from 8 a.m. to 11 p.m. Monday through Thursday, 8 a.m. to midnight on Friday, 11 a.m. to midnight on Saturday, and 11 a.m. to 11 p.m. on Sunday. Weekday rental rates apply Monday through 4 p.m. on Friday. Prime Weekend Rates apply 4 p.m. Friday through 11 p.m. Sunday.

(p) Library:

COLLEYVILLE PUBLIC LIBRARY
CIRCULATING MATERIALS RESTRICTIONS

MATERIALS	LOAN PERIOD	LIMITS*	FEES/FINES**	RENEWAL LIMITS***
Fiction books	21 days	No limit	$0.25 per day	5
Non-fiction books	21 days	No limit	$0.25 per day	5
Best sellers	7 or 14 days	No limit	$0.25 per day	5
Magazines	7 days	No limit	$0.25 per day	5
Pamphlets	7 days	No limit	$0.25 per day	5
Feature-length DVDs (60 min.+)	7 days	10	$1.00 per day	5
Educational/DVDs	7 days	10	$0.25 per day	5
Children's DVDs (under 60 min.)	7 days	10	$0.25 per day	5

Compact discs	7 days	10	$0.25 per day	5
J Kits	21 days	No limit	$0.25 per day	5
Books on compact disc	21 days	No limit	$0.25 per day	5
J Holiday books	7 days	Varies by holiday	$0.25 per day	0 during holiday

* No limit until a maximum of 40 items is reached. A total of 40 items per card.
** Overdue fines threshold is $5.00.
*** Renewals are allowed when materials are not on reserve for another patron.

COLLEYVILLE PUBLIC LIBRARY
MATERIALS REPLACEMENT AND PROCESSING FEES

ITEM	COST	PROCESSING FEE
Library card	$2.00	$0.00
Book	Cost of item	5.00
Paperback book	Cost of item	5.00
Board book	Cost of item	2.00
Magazine	Cost of item	2.00
Compact disc	Cost of item	5.00
Lost compact disc outer insert	0.00	5.00
Book on CD	Cost of item	5.00
Lost/damaged single book on CD disc	Cost of single CD	1.00
DVD	Cost of item	5.00

Exhibit "A"

Lost DVD outer insert	0.00	5.00
Audio-visual material containers	Cost of item	5.00
Kit bags	Cost of item	2.00
Bar codes/RFID tags	$1.00	0.00

Print card 0.50

Color copies (per page) 1.00

Black and white copies (per page) 0.10

Fax—Incoming (per page) 1.00

Fax—Outgoing (per page)

Local 1.00

Long distance 2.00

Non-resident fees:

Non-resident card (Non-TexShare, Non-reciprocal borrowing participating home library) 25.00

Non-resident card (without home library) 25.00

Interlibrary loan materials not picked up 2.00

Exhibit "B"

Sec. 22-27. - License and fee requirements for certain building contractor trades and professions.

(a) License requirements and fee schedules.

(1) Required. Any person, referred to in this section as "contractor," who desires to engage in the trades or professions listed in this section within the city shall be required to obtain a license issued by the city.

(2) Fee schedule. Specific fees may be found in the Code of Ordinances Part II, Chapter 2 Section 2-26, fees and charges for city services.

(b) Examination requirements. Contractors whose profession or trade requires a passing grade on an examination to work at a certain skill level as required by this city's prevailing ordinances and codes must show proof of such successful completion to that end to the building inspection division of the city.

(c) Period of license validity. The license applied for as provided in this section shall be valid for a period of twelve months.

(d) Violations; suspension of license.

(1) Any contractor engaging the services of an unlicensed subcontractor shall be considered to be in violation of this section in the same manner as an unlicensed subcontractor.

(2) The license of any contractor who has been convicted of a misdemeanor directly related to the duties and responsibilities of the licensed occupation shall be immediately suspended and be subject to review by the contractors' board, which shall determine the length of suspension, which length shall not be less than ten days nor more than one year.

(f) Penalty for violation. Any contractor in violation of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in section 1-6. Each citation awarded shall be considered a separate offense and treated accordingly.

(Code 1980, ch. 4, § 11)

State Law reference— Eligibility of persons with criminal backgrounds for certain occupations, professions and licenses, Vernon's Ann. Civ. St. art. 6252-13c; suspension, revocation or denial of license to persons with criminal backgrounds, guidelines and application of law, Vernon's Ann. Civ. St. art. 6252-13d.

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6h **Agenda Date** 09/01/2015 **Number** Ordinance O-15-1970
Type Ordinance
Department City Secretary

Title
Approval to amend Ordinance O-04-1446 to include non-voting liaison appointments to the Parks and Recreation Advisory Board

Strategy Map Connection
B4- Cultivate a culture of transparency and consistent communication

Explanation
First Reading and Public Hearing

At the Pre Council meeting held on July 7, 2015, staff presented an overview of all Colleyville boards, commissions, and committees, and further sought City Council guidance relative to the structure of the Parks and Recreation Advisory Board.

The Parks and Recreation Advisory Board was originally established by attached Ordinance O-89-719 on June 20, 1989, and then amended by attached Ordinance O-04-1446, on March 2, 2004. Currently, this Board is composed of eight citizen members appointed by City Council who serve a two-year term, as seen on the attached roster.

City Council deemed it appropriate for the youth sport associations, who currently use City parks and facilities, to make a recommendation for a member to serve as a non-voting liaison member to the Parks and Recreation Advisory Board for a one-year term. The liaison would attend all Parks and Recreation Advisory Board meetings, and provide input relative to their sport association.

This ordinance provides for City Council to amend Ordinance O-04-1446 to include one non-voting liaison appointment, from each of the Colleyville youth sport associations, to serve a one-year term to the Parks and Recreation Advisory Board.

If approved, staff will provide a resolution of the liaison appointments, recommended by the youth sport associations, at the September 15, 2015 City Council meeting.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Parks and Recreation Advisory Board roster
2. Ordinance O-89-719
3. Ordinance O-04-1446
4. Ordinance O-15-1970

Parks and Recreation Advisory Board

PLACE 1
VACANT
TERM: June 2015 - Dec 2016

PLACE 2
Leti Carson
4504 Jim Mitchell Trail West
Colleyville, TX 76034
H: (817) 540-1250
leticarson@gmail.com
TERM: Dec 2013 - Dec 2015

PLACE 3 - VICE CHAIR
Charles Bethards
1602 Royal Lane
Colleyville, TX 76034
W: (817) 999-4784
H: (817) 581-7005
bethards@sbcglobal.net
TERM: Dec 2014 - Dec 2016

PLACE 4
David Hays
6508 Connie Lane
Colleyville, TX 76034
W: (817) 300-1871
H: (817) 300-1871
david.hays@fnti.com
TERM: Dec 2013 - Dec 2015

PLACE 5
Ken Llewellyn
7905 Jefferson Circle
Colleyville, TX 76034
W: (817) 410-4775
H: (817) 988-6525
ken.llewellyn@employeebenefitresources.com
TERM: Dec 2014 - Dec 2016

PLACE 6
Ajit Purandare
1109 Riverwalk Court
Colleyville, TX 76034
W: (202) 361-7674
H: (682) 325-4172
apurandoc@aol.com
TERM: Dec 2013 - Dec 2015

PLACE 7 - CHAIR
Michelle McGarry
4912 Prestwick Drive
Colleyville, TX 76034
H: (214) 449-8155
mlamontagne15@hotmail.com
TERM: Dec 2014 - Dec 2016

PLACE 8
Hillary Schwanbeck
5816 Quality Hill
Colleyville, TX 76034
W: (817) 552-7302
H: (832) 656-4977
hillary.schwanbeck@gmail.com
TERM: Dec 2013 - Dec 2015

Posted
5-12-89
4:30 p.m.
lvj

ORDINANCE 0-89-719

AN ORDINANCE ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; ESTABLISHING THE TERMS OF MEMBERS; DEFINING THE DUTIES AND RESPONSIBILITIES; APPROVING THE BY-LAWS.

WHEREAS, the City Council deems it is in the best interest of the City to establish a Parks and Recreation Advisory Board,

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

Sec. 1: There shall be established a Parks and Recreation Advisory Board which shall consist of eight citizens of the City of Colleyville. Members of the Board shall be appointed by the Council for a term of two years. Four (4) members of the Parks and Recreation Board shall be appointed each odd numbered year and four (4) members shall be appointed each even numbered year. The Board shall elect a Chairman for its membership and shall meet not less than once a month. The Chairman of the Board shall be a non-voting member except in the case of a tie. Vacancies shall be filled by the Council for the remainder of the term. A quorum shall consist of five (5) members. Members of the Board may be removed by a majority of the Council after public hearing and for cause set forth in writing. The Board shall keep minutes of its proceedings which shall be of public record. The Board shall serve without compensation.

Duties and Responsibilities:

a. Act in an advisory capacity to the City Council and the Parks and Recreation Coordinator in all matters, including finances, pertaining to Parks and Recreation and coordinate with other governmental agencies, civic groups and all citizens of Colleyville in advancement of sound Parks and Recreation planning and programming.

b. Adopt a set of bylaws and establish policies and procedures for the proper administration of the Parks and Recreation Board and programs of the City.

c. Recommend policies on recreation services to the City Council.

d. Recommend any and all usage of the "Park Fund" to City Council.

e. Recommend the adoption of standards for recreational areas, facilities, programs and their financial support.

f. Have periodic inventories made of existing services and survey of services needed and interpret the needs of the public to the City Council and to the Parks and Recreation Coordinator.

g. Recommend for acquisition by the City Council certain lands and buildings deemed necessary for the use of the City Parks and Recreation programs.

h. Submit recommendation for the improvement and expansion of the Parks and Recreation facilities, equipment and programs.

i. The Parks and Recreation Board has the right to establish standing committees and other such committees as from time to time may be deemed necessary.

Sec. 2: That the By-Laws submitted by Parks and Recreation Advisory Board are hereby approved.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of May, 1989.

The second reading and public hearing being conducted on the 6th day of June, 1989.

The third reading and public hearing being conducted on the 20th day of June, 1989.

ATTEST:

LaVada Johnson
City Secretary

CITY OF COLLEYVILLE

Chris Hawkins
Mayor

APPROVED AS TO FORM AND LEGALITY:

Ross T. Foster
City Attorney

O-89-719

BY-LAWS
CITY OF COLLEYVILLE
PARKS AND RECREATION BOARD
STANDARD OPERATING PROCEDURES

I. ORGANIZATION AND OFFICERS

1. ORGANIZATION

The Parks and Recreation Board shall consist of 8 regular members and shall be organized and shall exercise such powers as prescribed by the Ordinance of the City. The members shall be residents of the City and shall be appointed by City Council for a period of two (2) years per appointment.

2. OFFICERS

A Chairman, Vice-chairman and Secretary shall be elected annually from among the Board's membership at the first meeting in January and at such other times as these offices may become vacant. The office of the Chairman will be a non-voting position, except in case of a tie.

3. DUTIES

A. The Board shall advise the City Council on those matters falling within its charged responsibilities in a manner reflecting concern for the overall Park development and environment of the City as a setting for human activities.

B. The Chairman, or in his absence the Vice-Chairman, shall preside at all meetings, shall decide all points of order or procedure. All letters of transmittal from the Board to the City Council shall be over the signature of the Chairman.

C. The Secretary will record the minutes of each meeting. Will prepare a copy of the minutes of each meeting and give a copy of them to the Parks and Recreation Coordinator within 10 days of said meeting.

D. Establish standing committees and other such committees as from time to time may be deemed necessary.

II. MEETINGS

1. PROCEDURES

Robert Rules of Order shall govern the procedure for Parks and Recreation Board Meetings.

2. QUORUM

A quorum shall consist of five (5) members.

0-89-719

3. AGENDA

An agenda shall be prepared by the City Staff for each meeting of the Park and Recreation Board. There shall be attached to each agenda a report of matters pending further action by the Board. A copy of the agenda shall be posted in the City Hall as required by law for a period of three full calendar days not counting the day of the meeting or the day of posting.

4. REGULAR MEETINGS

Regular meetings shall be held on the first Thursday of the month in the Council Chambers of the City Hall, unless otherwise determined by the Board.

5. SPECIAL MEETINGS

Special meetings for any purpose may be held: 1. On the call of the Chairman, or 2. On request of two or more members and by giving written notice to all members deposited in the mail at least 48 hours before the meeting, or 3. As may be scheduled by a majority of the Board at any previous meeting. The time and place of the special meeting shall be determined by the convening authority.

6. PUBLIC MEETINGS

All meetings shall be held in full compliance with the provision of state law, ordinances of the City and these rules of procedure. Any party in interest may appear in his own behalf or be represented by counsel or agent. The Chairman holds the right to set a time limit for public presentation.

7. ATTENDANCE

In the event any member of the Board is absent three consecutive meetings a letter may be submitted to the Mayor and City Council as determined by the Board requesting dismissal and replacement of said member.

8. MINUTES

The approved minutes from each meeting will be filed with the Parks and Recreation Coordinator with a copy retained by the Parks and Recreation Board Secretary.

III. HEARINGS AND DECISIONS

1. ORDER OF BUSINESS

The chairman shall call the Board to order, and the members present and absent shall be recorded. The minutes of any preceding meeting shall be submitted for approval. The public shall be advised of the procedures to be followed in the meeting. The Secretary shall publicly advise the Board of any communications received pertaining to any matter before the Board.

O-89-719

The Board shall then hear and act upon those proposals scheduled for consideration of public hearing together with such other matter of business and report as the Board or Secretary finds to require Board considerations.

2. MOTIONS

   A. A motion may be made by any member other than the presiding officer.

   B. A motion to approve any matter before the Board or to recommend approval of any request requiring council action shall require a simple majority of the voting members. When fewer than all the members are present for the voting and when all motions to recommend on a given application fail to carry by **one** vote, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. Provided further that no request or application shall be continued under this rule beyond the next regular meeting; failure of the Board to secure a majority of concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.

3. DISQUALIFICATION FROM VOTING

   A. A member shall disqualify oneself from voting whenever one finds that one has a personal or monetary interest in the property under appeal, or one will be directly affected by the decision of the Board.

   B. A member may disqualify oneself from voting whenever any applicant, or ones agent, has sought to influence the vote of the member on ones application, other than in the public hearing.

IV. AMENDMENTS

1. Proposed amendments to these by-laws must be approved by a quorum vote.

2. All members of the Board must be notified two weeks prior the meeting for amendment vote.

ORDINANCE O-04-1446

AN ORDINANCE AMENDING ORDINANCE O-89-719 ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; ESTABLISHING THE TERMS OF MEMBERS; DEFINING THE DUTIES AND RESPONSIBILITIES; APPROVING THE BY-LAWS.

WHEREAS, the City Council deems it is in the best interest of the City to establish a Parks and Recreation Advisory Board,

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

Sec. 1: There shall be established a Parks and Recreation Advisory Board which shall consist of eight citizens of the City of Colleyville. Members of the Board shall be appointed by the Council for a term of two years. Four (4) members of the Parks and Recreation Board shall be appointed each odd numbered year and four (4) members shall be appointed each even numbered year. The Board shall elect a Chair for its membership and shall meet when action is required by the board. The Chair of the Board shall be a non-voting member except in the case of a tie. Vacancies shall be filled by the Council for the remainder of the term. A quorum shall consist of five (5) members. Members of the Board may be removed by a majority of the Council after public hearing and for cause set forth in writing. The Board shall keep minutes of its proceedings which shall be of public record. The Board shall serve without compensation.

Duties and Responsibilities:

a. Act in an advisory capacity to the City Council and the Parks and Recreation Director in all matters, including finances, pertaining to Parks and Recreation and coordinate with other governmental agencies, civic groups and all citizens of Colleyville in advancement of sound Parks and Recreation planning and programming.

b. Adopt a set of bylaws and recommend policies and procedures for the proper administration of the Parks and Recreation Advisory Board.

c. Recommend policies on parks and recreation services to the City Council.

d. Recommend any and all usage of the Parkland Dedication Fund and Voluntary Park Fund to City Council for consideration.

e. Recommend the adoption of standards for recreational areas, facilities, programs and their financial support.

f. Have periodic inventories made of existing services and survey of services needed and interpret the needs of the public to the City Council and to the Parks and Recreation Director.

g. Recommend for acquisition by the City Council certain lands and buildings deemed necessary for the use of the City Parks and Recreation programs.

h. Submit recommendation for the improvement and expansion of the Parks and Recreation facilities, equipment and programs.

i. The Parks and Recreation Advisory Board has the right to establish standing committees and other such committees as from time to time may be deemed necessary.

Sec. 2: That the By-Laws submitted by Parks and Recreation Advisory Board are hereby approved.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 17th day of February 2004.

The second reading and public hearing being conducted on the 2nd day of March 2004.

ATTEST:

Cynthia Singleton

Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE:

Joe Hocutt
Mayor

APPROVED AS TO FORM AND LEGALITY:

Ross T. Foster
City Attorney

BY-LAWS
CITY OF COLLEYVILLE
PARKS AND RECREATION ADVISORY BOARD
STANDARD OPERATING PROCEDURES

I. ORGANIZATION AND OFFICERS

1. ORGANIZATION

The Parks and Recreation Board shall consist of eight (8) regular members and shall be organized and shall exercise such powers as prescribed by the Ordinance of the City. The members shall be residents of the City and shall be appointed by City Council for a period of two (2) years per appointment.

2. OFFICERS

A Chair, and Vice-Chair shall be elected annually from among the Board's membership at the first meeting in January and at such other times as these offices may become vacant. The office of the Chair will be a non-voting position, except in case of a tie.

3. DUTIES

A. The Board serves as an advisory body to the City Council on all matters pertaining to the delivery of leisure services to the citizens of Colleyville.

B. The Chair, or in his/her absence the Vice-Chair, shall preside at all meetings, shall decide all points of order or procedure. Staff representatives shall record, or cause to be recorded, accurate and complete minutes of all business proceedings.

C. Establish standing committees and other such committees from time to time may be deemed necessary.

II. MEETINGS

1. PROCEDURES

Robert Rules of Order shall govern the procedure for Parks and Recreation Advisory Board meetings.

2. QUORUM

A quorum shall consist of five (5) members.

3. AGENDA

An agenda shall be prepared by the City Staff for each meeting of the Parks and Recreation Advisory Board. There shall be attached to each agenda a report of matters pending further action by the Board. An agenda will be posted in accordance with the Open Meeting Act.

4. REGULAR MEETINGS

Regular meetings in the City of Colleyville or whenever necessary at any previously designated public place shall be held on the first Monday of the month, unless otherwise determined by the Board.

5. SPECIAL MEETINGS

Special meetings for any purpose may be held: 1. On the call of the Chair, or 2. On request of two or more members, or 3. As may be scheduled by a majority of the Board at any previous meeting. The time and place of the special meeting shall be determined by the convening authority. Special meetings shall be conducted in accordance with the Open Meetings Act.

6. PUBLIC MEETINGS

All meetings shall be held in full compliance with the provision of state law, ordinances of the City and these rules of procedure.

7. ATTENDANCE

In the event any member of the Board is absent three consecutive meetings, a letter shall be submitted to the Mayor and City Council by the Board.

8. MINUTES

The approved minutes from each meeting will be filed with the Parks and Recreation Director with a copy retained by the City.

9. STAFF SUPPORT

Staff representatives shall be in attendance at Board meetings. They should participate in meetings to provide staff assistance, report and recommendations.

III. HEARINGS AND DECISIONS

1. ORDER OF BUSINESS

The chair shall call the Board to order, and the members present and absent shall be recorded. The minutes of any preceding meeting shall be submitted for approval. The public shall be advised of the procedures to be followed in the meeting.

The Board shall then hear and act upon those proposals scheduled for consideration of public hearing.

2. MOTIONS

A. A motion may be made by any member other than the presiding officer.

B. A motion to approve any matter before the Board or to recommend approval of any request requiring council action shall require a simple majority of the voting members. When fewer than all the members are present for the voting and when all motions to recommend on a given application fail to carry by one vote.

3. DISQUALIFICATION FROM VOTING

A. A member shall disqualify oneself from voting whenever one finds that one has personal or monetary interest in the property under appeal, or one will be directly affected by the decision of the Board.

B. A member may disqualify oneself from voting whenever any applicant, or one's agent, has sought to influence the vote of the member on one's application, other than in the public meeting.

IV. AMENDMENTS

1. Proposed amendments to these by-laws must be approved by a quorum vote.

ORDINANCE O-15-1970

AMENDING ORDINANCE O-04-1446 BY ADDING ONE NON-VOTING LIAISON MEMBER FROM EACH OF THE COLLEYVILLE YOUTH SPORT ASSOCIATIONS; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS ($500.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ordinance O-89-719 established the terms of members, defined the duties and responsibilities, and bylaws of the Parks and Recreation Advisory Board; and

WHEREAS, Ordinance O-04-1446 amended Ordinance O-89-719, established the terms of members, defined the duties and responsibilities, and bylaws of the Parks and Recreation Advisory Board; and

WHEREAS, the City Council desires to provide for the appointment of one non-voting liaison member from each of the Colleyville youth sport associations.

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

Sec. 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT Ordinance O-04-1446 is hereby amended to include the following:

(a) Section 1 shall include the following: The Parks and Recreation Advisory Board shall also consist of one (1) non-voting liaison member from each of the Colleyville youth sport associations who shall be recommended by the association and appointed by the City Council for a one (1) year term.

Sec. 3. THAT Ordinance O-04-1446 shall remain in full force and effect, except where amended by this ordinance.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the__day of ______________________2015.

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Agenda Number 7a **Agenda Date** 09/01/2015 **Number** Resolution R-15-3898
Type Resolution
Department Engineering

Title
Consideration of a waiver request to the sidewalk requirements on Lot 7, Block 3, of the Brighton Oaks subdivision located at 4204 Allendale Street, Case GC15-004

Strategy Map Connection
C4- Provide mobility enhancements that complement neighborhoods

Explanation
Update

At the August 18, 2015, City Council meeting, the applicant submitted an email requesting that the City Council postpone this item to the September 1, 2015 City Council meeting. Staff has attached the email request to this agenda briefing.

Reading and Public Hearing

The applicants, Larry and Alicia Ramirez, are requesting a waiver to the sidewalk construction and escrow requirements as found in the Land Development Code, Section 9.19(A) and Section 9.12(F). The Land Development Code Section 9.19(A) establishes the requirement that a sidewalk must be constructed for all lots that front an existing City street. The Land Development Code Section 9.12.(F) establishes the criteria to place in escrow the amount necessary to construct a sidewalk in lieu of constructing the required sidewalk. The sidewalk requirement has been initiated as a result of the home at 4204 Allendale being reconstructed after being damaged by a fire.

Applicant's Request. The applicant submitted a waiver request letter (see attachment Application and Description of Request) stating reasons for a full waiver request. Among the reasons: their home sustained significant fire damage on December 23, 2014, and subsequently required demolition; the existing streets, in the Brighton Oaks subdivision do not have sidewalks; there is currently no plan to widen the street or make any street improvements within Brighton Oaks.

Current Land Development Code Requirements. The Land Development Code, Section 9.19(A.1), states, "Any variance to the sidewalk construction requirements described above shall be considered by the City Council." If the applicant is not granted a waiver to this requirement they would be required to construct the sidewalk or they would have the opportunity to escrow funds in an amount sufficient to pay for the construction of a sidewalk at some future date. The escrow amount would be approximately $3,240. The escrowed funds would follow the criteria established in the Land Development Code, Section 9.12(F.4), which allows for the use of the escrowed funds within the respective sidewalk district. The escrow funds may be used for future sidewalks along Cheek-Sparger Road or any other sidewalk projects within the Neighborhood 1 district.

Summary. As a result of the new home being constructed at 4204 Allendale, the Land Development Code, Section 9.19(A.1) requires a sidewalk along the frontage of the lot. Since the subject property is within an established neighborhood that does not currently have sidewalks and there are no immediate plans to construct new sidewalks within the neighborhood, the escrow provision, Land Development Code, Section 9.19(A.3), would be allowed for the subject property. The applicant would be able to meet the requirements of the code by constructing the required sidewalk, or by escrowing funds in the amount sufficient to pay for the construction of a sidewalk in the Neighborhood 1 district at some future date.

The applicant has requested a waiver to the sidewalk construction and escrow requirements. In accordance with the Land Development Code, Section 9.19(A.1), all variance requests to this code requirement shall be considered by the City Council. If the City Council approves the waiver request, the applicant will not have to construct a new sidewalk or place funds in escrow prior to the completion of the home construction. Since the proposal does not meet the requirements of the Land Development Code, staff recommends denial of the request which would allow the applicant to construct the sidewalk or place in escrow approximately $3,240 to pay for the construction of a sidewalk at some future date.

Financial Impact

There is no financial impact to the City if the waiver request is approved. If the waiver is denied and the applicant escrowed the required funds, then approximately $3,240 would be added to the Neighborhood 1 district.

Recommendation

Denial

Attachments

1. Applicant's Request to Postpone the Sidewalk Waiver Request
2. Applicant's Letter of Request
3. Aerial
4. Colleyville Sidewalk Escrow District Neighborhoods - 2009
5. Resolution R-15-3898

Applicant's Request to Postpone the Sidewalk Waiver Request

From: Larry Ramirez
Sent: Tuesday, August 18, 2015 12:00 PM
To: Jeremy Hutt
Subject: Re: Sidewalk Waiver Request

Jeremy,

Yes, I'm sorry that I did not send earlier. I am wishing to postpone till September 1st

Thanks again,

Larry Ramirez

On Aug 18, 2015, at 17:10, Jeremy Hutt <jhutt@colleyville.com> wrote:

Larry,

I wanted to confirm our conversation yesterday that you are requesting your sidewalk waiver request that is scheduled to go to City Council tonight be postponed until the September 1 City Council meeting. Please respond to let me know that is correct and I will request the item be rescheduled.

Thanks,

Jeremy Hutt, P.E., CFM
City Engineer
jhutt@colleyville.com
(main) 817-503-1090
(direct) 817-503-1095

www.colleyville.com
Integrity ~ Service ~ Innovation

Applicant's Letter of Request

5/15/15

Larry And Alicia Ramirez
4204 Allendale St.
Colleyville TX 76034

RECEIVED
MAY 19 2015
CITY OF COLLEYVILLE
BY BUILDING DEPARTMENT

City of Colleyville.
100 Main St.
Colleyville, TX 76034

City of Colleyville Building Inspection,

I am writing to kindly request a waiver for the required Colleyville sidewalk escrow account. My reasoning for this request is as follows.

Our home at 4204 Allendale St. in the Brighton Oaks subdivision sustained significant fire damage on December 23rd, 2014 and subsequently required demolition. This is not a tear down and new construction for personal preference.

Brighton Oaks is an older neighborhood that has never had sidewalks, and is not on the future sidewalk plan. There is currently no street widening plans or any improvements slated for our neighborhood.

All of the neighbors that have recently built have not been required to escrow monies for this purpose.

We would appreciate your consideration in this matter, as we would like to proceed with the rebuilding process as expeditiously as possible.

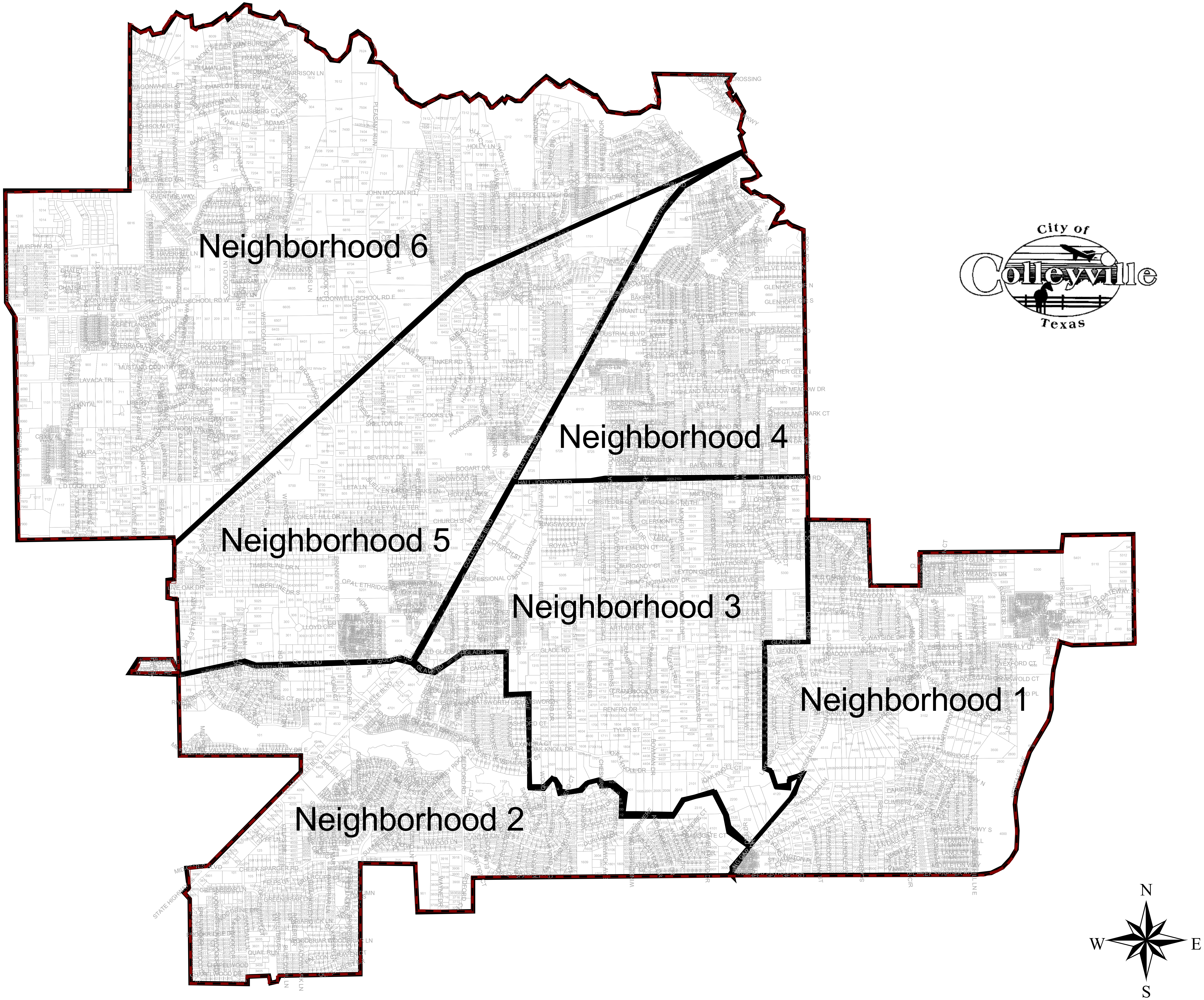
Warm Regards,

Larry and Alicia Ramirez

Aerial

4204 Allendale Street

Colleyville Sidewalk Escrow District Neighborhoods - 2009



RESOLUTION R-15-3898

A RESOLUTION APPROVING A REQUEST FOR A WAIVER FROM THE CONSTRUCTION AND ESCROW REQUIREMENTS FOR A SIDEWALK ON LOT 7, BLOCK 3, OF THE BRIGHTON OAKS SUBDIVISION, LOCATED AT 4204 ALLENDALE STREET

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

Sec. 1. THAT the sidewalk construction and escrow requirement for Lot 7, Block 3, of the Brighton Oaks Subdivision, located at 4204 Allendale Street, is hereby waived.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 7b **Agenda Date** 09/01/2015 **Number** Resolution R-15-3903
Type Resolution
Department Public Works

Title
Authorizing the abandonment of a portion of the public alley located in the Village at Colleyville development, and authorizing the city manager to execute the abandonment documents

Strategy Map Connection
C1- Provide attractive and unique spaces for enjoyment of personal interests and community interaction

Explanation
Reading and Public Hearing

In an effort to utilize the property located within the Village at Colleyville development to its fullest extent, staff is requesting the consideration of the abandonment of a section of public alley. The section of public alley being considered for abandonment is located between Lot 16 and Lot 17 of the Village at Colleyville development, and is approximately 381 square feet - ten (10) feet wide and thirty-seven and half (37.5) feet long. The public alley is described by the attached metes and bounds in Exhibit "A" and is shown in Exhibit "B."

The removal of this portion of public alley has been evaluated, and it has been determined it may be removed without affecting any private or municipal infrastructure.

Staff has reviewed the application and recommends the approval of the abandonment as this section of public alley is not currently needed, nor is it expected to be needed in the future.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Location Map
2. Exhibit "A"
3. Exhibit "B"
4. Resolution R-15-3903

Location Map

EXHIBIT "A"
PUBLIC ALLEY ABANDONMENT
381 SQUARE FEET OR 0.009 ACRE
VILLAGE AT COLLEYVILLE
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

BEING a 0.009 acre tract of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 206, Tarrant County, Texas, and being a portion of a public alley as shown on the plat of Village At Colleyville, recorded in County Clerk's Instrument Number (CC#) D200268102, Official Public Records, Tarrant County, Texas (OPRTCT), and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch capped iron rod stamped "BHB INC" found for the northwest corner of Lot 16 of said Village At Colleyville, and being in the south right-of-way line of Veranda Lane;

THENCE North 72°38'56" East, with the said south right-of-way line, a distance of 33.50 feet to the **POINT OF BEGINNING**, being the northeast corner of said Lot 16;

THENCE North 72°38'56" East, continuing with the said south right-of-way line, a distance of 12.50 feet to the northernmost western corner of Lot 17 of said Village At Colleyville;

THENCE with the west line of said Lot 17 the following courses and distances:

South 17°21'04" East, a distance of 2.50 feet to a point for corner;

South 72°38'56" West, a distance of 2.50 feet to a point for corner**;**

South 17°21'04" East, a distance of 35.00 feet to a 5/8 capped iron rod stamped "BHB INC" set for corner;

THENCE South 72°38'56" West, a distance of 10.00 feet to the easternmost corner of the aforesaid Lot 16;

THENCE North 17°21'04" West, with the east line of said Lot 16, a distance of 37.50 feet to the **POINT OF BEGINNING**, containing 381 square feet or 0.009 acres of land, more or less.

Joshua D. Wargo 8/25/15
Registered Professional Land Surveyor No. 6391

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

BAIRD, HAMPTON & BROWN, INC.
ENGINEERING & SURVEYING
4550 State Hwy 360, Ste. 180, Grapevine, TX 76051
mail@bhbinc.com 817-251-8550 www.bhbinc.com
BHB Project #2015.400.028 TBPE Firm F-44 TBPLS Firm 10011302

EXHIBIT "B"
PUBLIC ALLEY ABANDONMENT
381 SQUARE FEET OR 0.009 ACRE
VILLAGE AT COLLEYVILLE
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

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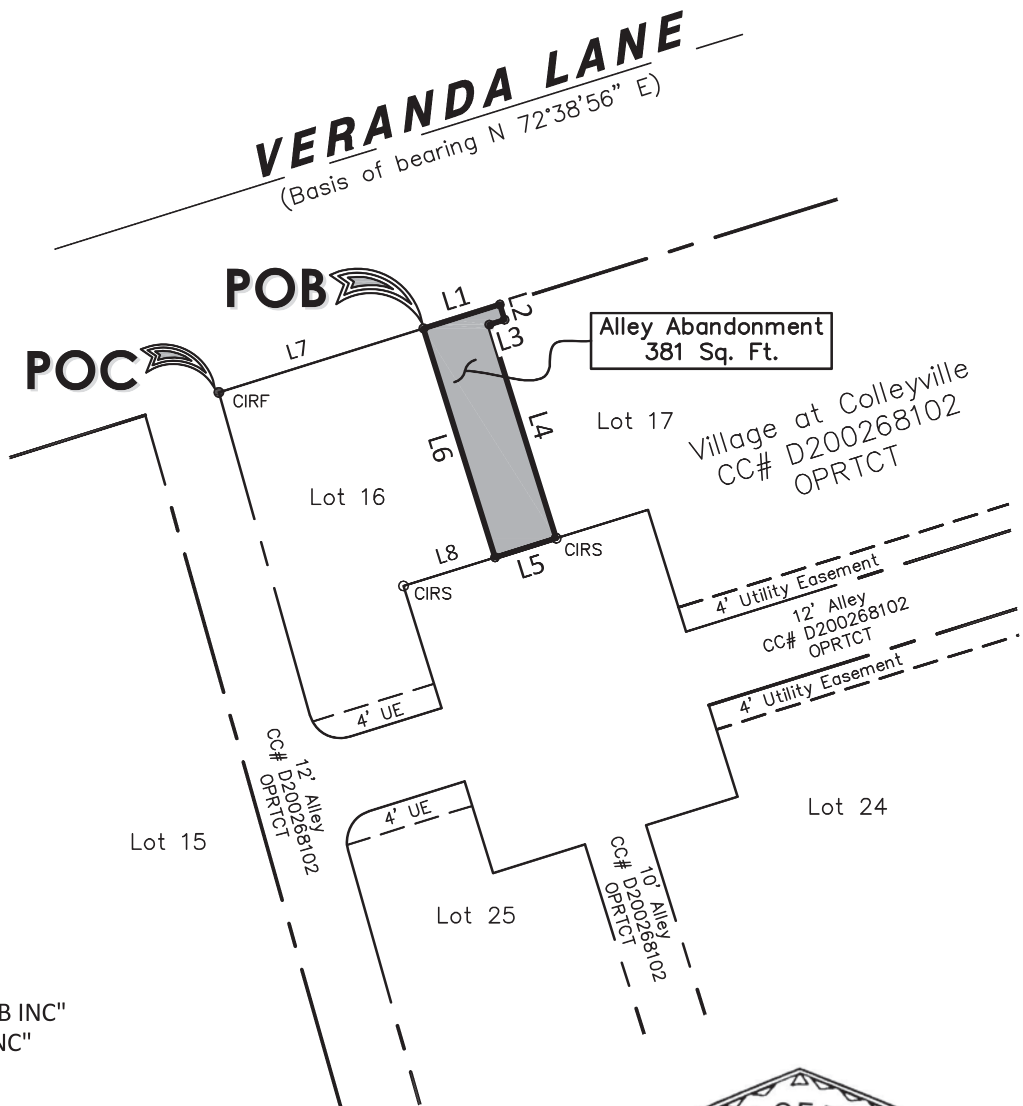
0 30'
SCALE: 1" = 30'



Line Table		
Line #	Direction	Length
L1	N72°38'56"E	12.50'
L2	S17°21'04"E	2.50'
L3	S72°38'56"W	2.50'
L4	S17°21'04"E	35.00'
L5	S72°38'56"W	10.00'
L6	N17°21'04"W	37.50'
L7	N72°38'56"E	33.50'
L8	N72°38'56"E	15.00'

Legend

CC#...........County Clerks Number
CIRF..........Capped Iron Rod Found "BHB INC"
CIRS..........Capped Iron Rod Set "BHB INC"
OPRTCT....Official Public Records
Tarrant County, Texas
POB..........Point of Beginning
POC..........Point of Commencing
UE............Utility Easement

Notes

1. Basis of Bearing being the centerline of Veranda Lane, as shown on the Amended Plat, Village At Colleyville, recorded in County Clerk's Instrument Number D200268102, Official Public Records, Tarrant County, Texas.

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

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RESOLUTION R-15-3903

A RESOLUTION AUTHORIZING THE ABANDONMENT OF A PUBLIC ALLEY LOCATED BETWEEN LOT 16 AND LOT 17 IN THE VILLAGE AT COLLEYVILLE DEVELOPMENT

WHEREAS, the City of Colleyville City Council desires to utilize the property within the Village at Colleyville development to the fullest extent.

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

Sec. 1. THAT the abandonment of the section of public alley, being a 0.009 acre tract of land, located between Lot 16 and Lot 17 of the Village at Colleyville development, as described in attached Exhibit "A," and depicted in the attached Exhibit "B" is hereby approved.

Sec. 2. THAT the city manager is hereby authorized to execute the abandonment documents.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

ATTEST: **CITY OF COLLEYVILLE**

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

EXHIBIT "A"
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Joshua D. Wargo 8/25/15
Registered Professional Land Surveyor No. 6391

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EXHIBIT "B"
PUBLIC ALLEY ABANDONMENT
381 SQUARE FEET OR 0.009 ACRE
VILLAGE AT COLLEYVILLE
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

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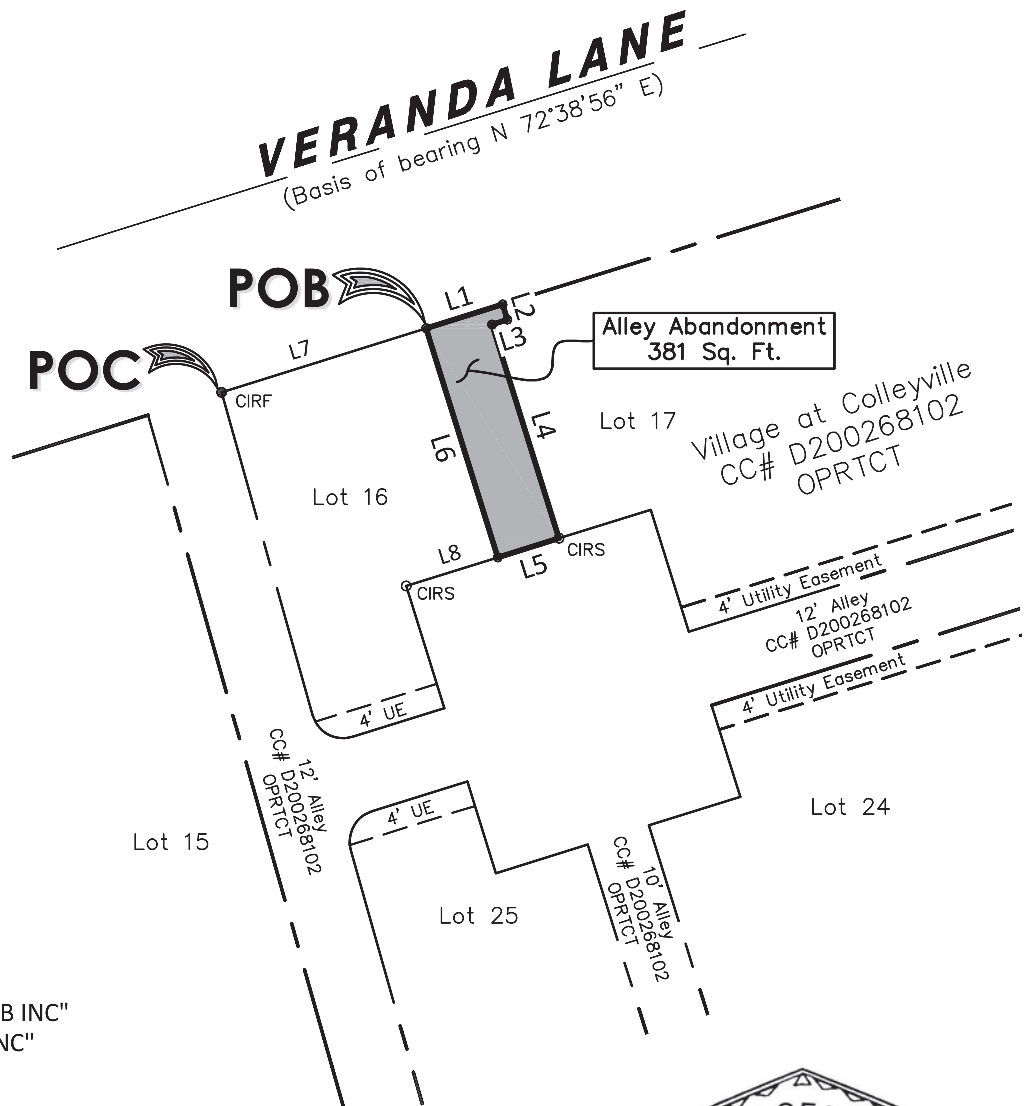

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Legend

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City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 9 **Agenda Date** 09/01/2015
Type Report
Department City Secretary

Title
Library Board Meeting Minutes - June 8, 2015

Attachments
1. Library Board Minutes

City of Colleyville

Colleyville Library Board
MINUTES

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

Monday, June 8, 2015 | Colleyville Public Library
6:00 p.m. | 110 Main Street

1. CALL TO ORDER

Chair Thad Bolline called the meeting of the Colleyville Public Library to order at 6:09 p.m.

Roll Call

Present Chairperson Thad Bolline, Board members Victoria Kennedy-Ziegler, Vernon Noronha, Molly Skinner, Billie Tuttle, Charna Logan-Gray, Nancy Andrews, Ex-Officio member Nancy Tuuling; Staff: Library and Recreation Director Mary Rodne, and Administrative Assistant Kristi Isbell

Absent Sue Anne Martinez, Kay Newton, Ex-Officio member Cecilia Monacelli

2. APPROVAL OF MINUTES
February 9, 2015

A motion was made by Billie Tuttle and seconded by Molly Skinner to approve the February 9, 2015 minutes as presented. The motion carried with a unanimous vote.

3. REGULAR AGENDA ITEMS

3a Overview of the 2015 Summer Reading Program

Director Mary Rodne provided a brief update on the 2015 Summer Reading Program, *Read to the Rhythm*, and provided program registration enrollment information on Adventure Kids (51 enrolled, over max), Especially for Three's (20 of 25 max enrolled), Live Creatively (22 enrolled, plus waitlist), Monday Preschool (20 of 25 max enrolled), Tuesday Preschool (21 of 25 max enrolled), Shake Rattle and Read (26 enrolled, plus waitlist), Snacks and Stories (26 enrolled, plus waitlist), Snap Circuits (20 enrolled, plus waitlist), Story Playhouse (25 enrolled, plus waitlist), Tiny Treasures, 2 sessions (17 of 24 max enrolled), Tuesday Toddler Tales, 2 sessions (23 of 30 max enrolled), Wednesday Toddler Tales (15 enrolled, plus waitlist), Summer Spa-Tacular, for tweens (21 enrolled, plus waitlist). Rodne further explained that the Summer Reading Program registration totaled 494, after only one week of registration and provided the Board with hard copies of the summer program schedule.

3b Update on the Colleyville Public Library Long-Range Plan

Director Rodne explained that the citizen survey was complete, however, because of the Assistant City Manager staffing change, the survey approval and distribution will be on hold briefly. Rodne stated that Aaron Babcock, of Hidell Associates Architects, had analyzed circulation statistics, specific to each holding collection, and had compared to the physical space allowed for that collection.

Victoria Kennedy-Ziegler questioned the format in which the survey will be distributed. Rodne explained that, the survey will be distributed through an email to Library patrons and, with guidance from our Communications Director, Mona Gandy, will be promoted to all citizens via water bill insert, City of Colleyville webpage, and City of Colleyville Facebook page. Rodne stated that the promotion will include two prize drawings to incentivize patrons and citizens to complete the survey.

Billie Tuttle asked whether lack of privacy might affect computer usage statistics. Rodne explained that it seems, in this service area, most citizens have a computer. She further explained that the Library receives more requests for space to plug in and use private laptops and that the long-range plan will give consideration to furniture and spacing to accommodate these requests, if necessary.

Thad Bolline questioned whether the long-range plan will still be developed within time constraints. Rodne explained that, although the goal was to complete the plan in September 2015, accountability with the State Library, for an updated long-range plan to be in place, does not occur until March 2016. Rodne stated that it's possible for the long-range plan to be complete by October 2015 because plan should progress quickly once survey results are received.

3c Discussion of items for future agendas.

Bolline suggested the addition of a final review of the Summer Reading Program and Rodne added the need to approve the Voluntary Library Fund. The next meeting was tentatively set for August 10, 2015.

4. REPORTS

4a Librarian's Report

Monthly Statistics:
Director Mary Rodne provided an overview of the statistics for the months of February 2015 through May 2015.

Donations:
Rodne stated that the Library had received a total of $6,672.00 in donations for February through May. In February, the Library received $1,000.00 from the

Colleyville Lions Club for the purchase of large print materials. March donations included: $25.00 matching grant from Microsoft Corporation; $900.00 from the Friends of the Colleyville Public Library to purchase Snap Circuit kits for new Youth Services program; $87.00 from the Keeping It Real Non-Fiction Book Club in honor of Cindy Appleby, Circulation/ Information Services Librarian; and, $160.00 from patron Ann Maddux for the purchase of CD and downloadable audiobooks. In April, the Library received a $4,000.00 grant from the Colleyville Woman's Club for the purchase of audiobooks. In May, the Library received $500.00 from the Friends of the Colleyville Public Library to purchase weekly and grand prizes for reading incentives in the Summer Reading Program.

4b Friends of the Colleyville Public Library Report

President Nancy Tuuling reported that, at the May 2nd used book sale, the Friends received $857.60. Tuuling stated that the Friends received $205.00 from the sale of the leftover items to Half Price Books, and collected $30.00 from the sale of tote bags, $304.00 from new membership dues, and $25.00 in donations.

Tuuling stated that the Friends of the Colleyville Public Library will hold a general meeting and officer elections on Tuesday, June 23, 2015.

4c Colleyville Public Library Foundation Report

Mary Rodne reported on behalf of the Library Foundation that, due to scheduling conflicts of its officers, the Foundation had not met, but are hoping to meet in September 2015.

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

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

6. ADJOURNMENT

A motion was made by Victoria Kennedy-Ziegler and seconded by Nancy Andrews to adjourn the meeting of the Colleyville Library Board at 6:38 p.m. **The motion was approved unanimously.**

APPROVED BY A VOTE OF _8_ AYES, _0_ NAYS, AND _0_ ABSTENTIONS ON THIS THE _10th___ DAY OF _August____ _2015__.
Minutes taken and prepared by:

Kristi Isbell

Kristi Isbell
Administrative Assistant

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number **Agenda Date** 09/01/2015 **Number** 9
Type Report
Department City Manager

Title
Quarterly investment report for the quarter ended June 30, 2015

Strategy Map Connection
B4- Cultivate a culture of transparency and consistent communication
F4- Adhere to the City's financial and budgetary policies

Explanation
During the period of April 1, 2015 through June 30, 2015, the City of Colleyville had an average of $53,363,986 invested on a daily basis, which earned $40,294, with an average yield of 0.30%. The average yield on investments for this quarter is 0.04% higher than the prior quarter's average of 0.26%. As of June 30, 2015, the City had $49,187,347 invested in the LOGIC Investment Pool, CDARS Certificates of Deposit, and various debt instruments in the following percentages:

Logic	48.48%	FFCB Notes	17.99%
FHLB Notes	21.65%	CDARS CD's	9.24%
Treasury Note	2.64%		

These percentages are within the guidelines for portfolio diversification in the City's investment policy. The market value of the City's investments on June 30, 2015 was $20,819,298 as compared to a purchase price of $20,834,811 (this excludes LOGIC Investment Pool and CDARS Certificates of Deposit). The Colleyville Economic Development Corporation currently holds a Treasury Note ($500,000) with a market value of $500,039 and a purchase price of $500,395. Additionally, $998,784 was invested in the Corporation's name in the LOGIC Investment Pool. These funds earned interest of $540 for the quarter.

This report was presented to the Audit Committee at their August 18, 2015 meeting.

Attachments
1. Quarterly investment report for the quarter ended June 30, 2015

QUARTERLY INVESTMENT REPORT

FOR QUARTER ENDING JUNE 30, 2015

THIS REPORT IS IN COMPLIANCE WITH THE PUBLIC FUNDS INVESTMENT ACT
AND ADOPTED INVESTMENT POLICY STRATEGY

OUTSTANDING INVESTMENTS AT JUNE 30, 2015

	PURCHASE PRICE	PAR VALUE	MARKET VALUE @ 6/30/15	MATURITY DATE	YIELD ON INVESTMENT
FFCB NOTE	$999,850	$1,000,000	$1,000,073	7/13/2015	0.308%
FHLB	$1,003,080	$1,000,000	$1,000,782	9/16/2015	0.335%
FFCB NOTE	$1,400,000	$1,400,000	$1,400,829	11/4/2015	0.350%
FFCB NOTE	$500,478	$500,000	$500,296	11/4/2015	0.300%
FFCB NOTE	$1,000,000	$1,000,000	$1,000,673	11/13/2015	0.330%
FFCB NOTE	$1,199,280	$1,200,000	$1,200,014	11/27/2015	0.250%
FHLB NOTE	$1,222,800	$1,200,000	$1,206,208	12/11/2015	0.390%
FFCB NOTE	$750,285	$750,000	$750,300	12/17/2015	0.268%
FFCB NOTE	$999,600	$1,000,000	$999,632	4/25/2016	0.400%
FFCB NOTE	$1,004,070	$1,000,000	$1,002,303	5/9/2016	0.375%
FHLB NOTE	$1,198,200	$1,200,000	$1,200,102	6/10/2016	0.450%
FFCB NOTE	$999,500	$1,000,000	$1,000,038	8/4/2016	0.575%
FHLB NOTE	$1,000,590	$1,000,000	$1,000,162	10/17/2016	0.470%
FHLB NOTE	$1,201,546	$1,200,000	$1,200,727	11/23/2016	0.560%
FHLB NOTE	$1,301,014	$1,300,000	$1,301,912	12/12/2016	0.660%
TREASURY NOTE	$1,301,219	$1,300,000	$1,302,640	12/15/2016	0.562%
FHLB NOTE	$1,000,000	$1,000,000	$1,000,830	3/23/2017	0.750%
FHLB NOTE	$1,003,800	$1,000,000	$1,003,518	4/7/2017	0.950%
FHLB NOTE	$999,500	$1,000,000	$997,742	5/12/2017	0.745%
FHLB NOTE	$750,000	$750,000	$750,516	6/12/2017	0.820%
TOTAL OUTSTANDING INVESTMENTS	$20,834,811	$20,800,000	$20,819,298		

CITY OF COLLEYVILLE BALANCES AT JUNE 30, 2015

INVESTMENT PURCHASES	$20,800,000
CDAR'S CERTIFICATES OF DEPOSIT	$4,543,316
LOGIC INVESTMENT POOL	$23,844,032
TOTAL CITY INVESTMENTS HELD AT JUNE 30, 2015	$49,187,347

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION (CEDC) BALANCES AT JUNE 30, 2015

INVESTMENT PURCHASES	$500,000
LOGIC INVESTMENT POOL	$998,784
TOTAL CEDC INVESTMENTS HELD AT JUNE 30, 2015	$1,498,784

TOTAL INVESTMENTS HELD BY CITY OF COLLEYVILLE AND COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION AT JUNE 30, 2015	$50,686,131

INTEREST EARNINGS ON CITY OF COLLEYVILLE INVESTMENTS FOR THE PERIOD OF APRIL 1 - JUNE 30, 2015

	PURCHASE PRICE	PAR VALUE	MATURITY DATE	YIELD ON INVESTMENT	INTEREST EARNED
TREASURY NOTE	$1,303,495	$1,300,000	6/15/2015	0.190%	$514
FHLB NOTE	$753,559	$750,000	6/19/2015	0.320%	$526
FFCB NOTE	$1,000,200	$1,000,000	6/24/2015	0.330%	$768
FFCB NOTE	$999,850	$1,000,000	7/13/2015	0.308%	$768
FFCB NOTE	$1,003,705	$1,000,000	9/16/2015	0.335%	$835
FFCB NOTE	$1,400,000	$1,400,000	11/4/2015	0.350%	$1,222
FFCB NOTE	$500,478	$500,000	11/4/2015	0.300%	$374
FHLB NOTE	$1,000,000	$1,000,000	11/13/2015	0.330%	$823
FFCB NOTE	$1,199,280	$1,200,000	11/27/2015	0.250%	$748
FHLB NOTE	$1,000,000	$1,000,000	12/11/2015	0.390%	$972
FFCB NOTE	$750,285	$750,000	12/17/2015	0.268%	$501
FFCB NOTE **	$1,000,000	$1,000,000	3/23/2016	0.440%	$12
FFCB NOTE	$999,600	$1,000,000	4/25/2016	0.330%	$823
FFCB NOTE	$1,004,070	$1,000,000	5/9/2016	0.375%	$935
FHLB NOTE	$1,198,200	$1,200,000	6/10/2016	0.450%	$1,346
FFCB NOTE	$999,500	$1,000,000	8/4/2016	0.575%	$1,434
FFCB NOTE **	$1,199,700	$1,200,000	9/23/2016	0.693%	$365
FHLB NOTE **	$1,000,000	$1,000,000	9/30/2016	0.625%	$1,558
FHLB NOTE	$1,000,590	$1,000,000	10/17/2016	0.470%	$1,172
FHLB NOTE **	$1,399,650	$1,400,000	10/28/2016	0.513%	$590
FHLB NOTE	$1,201,546	$1,200,000	11/23/2016	0.560%	$1,675
FHLB NOTE	$1,301,014	$1,300,000	12/12/2016	0.660%	$2,139
TREASURY NOTE	$1,301,219	$1,300,000	12/15/2016	0.562%	$1,821
FHLB NOTE	$1,000,000	$1,000,000	3/23/2017	0.750%	$1,870
FHLB NOTE	$999,500	$1,000,000	5/12/2017	0.745%	$1,857
FHLB NOTE	$750,000	$750,000	6/12/2017	0.820%	$1,533
FHLB NOTE	$1,003,800	$1,000,000	4/7/2017	0.950%	$2,368

TOTAL INTEREST EARNED ON CITY INVESTMENTS HELD APRIL 1, 2015 THROUGH JUNE 30, 2015 $29,551

**** EARLY CALL ON INVESTMENT**

RECAP OF MARKET VALUES ON CITY OF COLLEYVILLE INVESTMENTS HELD APRIL 1 - JUNE 30, 2015

INVESTMENT	PURCHASE DATE	MATURITY DATE	PURCHASE PRICE	PAR VALUE	MARKET VALUE @ 3-31-15	LESS MATURITY PROCEEDS	PLUS PERIOD PURCHASES	MARKET VALUE @ 6-30-15
FFCB NOTE	6/24/2013	6/24/2015	$1,000,200	$1,000,000	$1,000,442	$1,000,000	N/A	N/A
FHLB NOTE	7/23/2013	6/19/2015	$753,559	$750,000	$750,653	$750,000	N/A	N/A
FFCB NOTE	8/13/2013	7/13/2015	$999,850	$1,000,000	$1,000,195	N/A	N/A	$1,000,073
FHLB NOTE	11/1/2013	9/16/2015	$1,003,705	$1,000,000	$1,001,625	N/A	N/A	$1,000,782
FFCB NOTE	11/1/2013	11/4/2015	$1,400,000	$1,400,000	$1,400,806	N/A	N/A	$1,400,829
FFCB NOTE	12/3/2013	11/4/2015	$500,478	$500,000	$500,288	N/A	N/A	$500,296
TREASURY NOTE	12/31/2013	6/15/2015	$1,303,495	$1,300,000	$1,300,813	$1,300,000	N/A	N/A
FHLB NOTE	1/3/2014	12/11/2015	$1,222,800	$1,200,000	$1,209,421	N/A	N/A	$1,206,208
FFCB NOTE	3/27/2014	11/13/2015	$1,000,000	$1,000,000	$1,000,419	N/A	N/A	$1,000,673
FFCB NOTE	4/25/2014	4/25/2016	$1,000,000	$1,000,000	$999,575	N/A	N/A	$999,632
FFCB NOTE	5/27/2014	11/27/2015	$1,199,280	$1,200,000	$1,199,202	N/A	N/A	$1,200,014
FHLB NOTE	6/12/2014	6/10/2016	$1,198,200	$1,200,000	$1,199,273	N/A	N/A	$1,200,102
FFCB NOTE **	6/23/2014	3/23/2016	$1,000,000	$1,000,000	$1,000,000	$1,000,000	N/A	N/A
FFCB NOTE	8/4/2014	8/4/2016	$999,500	$1,000,000	$998,698	N/A	N/A	$1,000,038
FFCB NOTE **	9/25/2014	9/23/2016	$1,199,700	$1,200,000	$1,200,078	$1,200,000	N/A	N/A
FFCB NOTE	10/6/2014	12/17/2015	$750,285	$750,000	$750,099	N/A	N/A	$750,300
FHLB NOTE	10/22/2014	10/17/2016	$1,000,590	$1,000,000	$1,000,531	N/A	N/A	$1,000,162
FHLB NOTE **	10/30/2014	10/28/2016	$1,399,650	$1,400,000	$1,398,363	$1,400,000	N/A	N/A
FFCB NOTE	11/14/2014	5/9/2016	$1,004,070	$1,000,000	$1,004,771	N/A	N/A	$1,002,303
FHLB NOTE	11/24/2014	11/23/2016	$1,201,546	$1,200,000	$1,201,146	N/A	N/A	$1,200,727
FHLB NOTE	12/18/2014	12/12/2016	$1,301,014	$1,300,000	$1,301,967	N/A	N/A	$1,301,912
FHLB NOTE	3/23/2015	3/23/2017	$1,000,000	$1,000,000	$1,000,613	N/A	N/A	$1,000,830
FHLB NOTE **	3/30/2015	9/30/2016	$1,000,000	$1,000,000	$1,000,510	$1,000,000	N/A	N/A
FHLB NOTE	5/12/2015	5/12/2017	$999,500	$1,000,000	N/A	N/A	$1,000,000	$997,742
TREASURY NOTE	6/15/2015	12/15/2016	$1,301,219	$1,300,000	N/A	N/A	$1,300,000	$1,302,640
FHLB NOTE	6/19/2015	6/12/2017	$750,000	$750,000	N/A	N/A	$750,000	$750,516
FHLB NOTE	6/24/2015	4/7/2017	$1,003,800	$1,000,000	N/A	N/A	$1,000,000	$1,003,518
TOTALS					$24,419,488	$7,650,000	$4,050,000	$20,819,298

LISTING OF INVESTMENTS

BY GENERAL LEDGER

ACCOUNT NUMBER

OUTSTANDING INVESTMENTS AT 6-30-15

ACCOUNT	ALLOCATION OF INVESTMENT	INVESTMENT-G/L TOTAL
001-1172	GENERAL FUND OPERATING	$7,168,566.90
002-1166	UTILITY DEBT SERVICE RESERVE	$648,072.20
002-1172	UTILITY FUND OPERATING	$5,244,457.37
002-1178	CUSTOMER DEPOSITS	$443,179.96
002-1186	UTILITY LINE RENEWAL	$1,154,301.00
002-1557	THE RESERVE LIFT STATION	$62,103.77
003-1180	BEDFORD BRIDGE ESCROW	$35,907.83
003-1188	TOWN CENTER/HWY26	$36,326.67
003-1192	MCDONWELL WOODS EST ESCROW	$10,996.31
003-1200	LONGWOOD-PARKING ESCROW	$13,380.01
003-1204	BEDFORD LAKES/SOMERSET	$227,978.36
003-1228	PLEASANT RUN HARDAGE ESTATES/ESC	$0.00
003-1229	GLADE RD SUMMERBROOK	$56,161.99
003-1231	LAKEWOOD ESCROW	$26,103.65
003-1236	E. GLADE CRANBROOK ESCROW	$117,794.09
003-1237	E. GLADE ASHMORE I ESCROW	$51,908.79
003-1247	GLADE/WAYSIDE ESCROW	$42,420.01
003-1250	REATTA PLACE	$98,462.36
003-1257	ASHMORE II A GLADE RD ESCROW	$27,781.89
003-1268	MILL CREEK/ GLADE ESCROW	$30,203.34
003-1271	ASHMORE III/ GLADE ESCROW	$64,045.14
003-1278	GLADE RD/ASHMORE IIB ESCROW	$35,560.60
003-1301	LAKEWOOD PH IV	$77,530.57
003-1304	VILLAS DEL MAR	$60,324.37
003-1307	STREET RECONSTRUCTION	$247,919.86
003-1309	COVENANT CHRISTIAN	$140,343.10
003-1319	REMINGTON PARK	$27,855.96
003-1323	SHALIMAR	$69,691.33
003-1325	PECAN GARDENS	$32,389.09
003-1330	REMINGTON PARK	$81,068.37
003-1340	CASTLETON MANOR	$81,309.57
003-1357	CITGO/LD LOCKETT	$56,809.28
003-1392	CLAIRMONT-PH I	$104,974.96
003-1404	TANGLEWOOD	$26,111.30
003-1418	CLAIRMONT-PH II	$147,050.32
003-1429	WARWICK PARC	$89,131.60
003-1434	ROCKRIMMON	$65,055.06
003-1486	CHANEL'S COURT	$47,895.39
003-1563	VILLAS OF COLLEYVILLE	$52,979.48
005-1172	VOLUNTARY PARK FUND	$599,801.56
011-1172	LIBRARY DONATIONS FUND	$359,642.52
012-1172	PARK LAND DEDICATION FUND	$1,404,816.14
017-1172	DRAINAGE FUND OPERATING	$219,440.95
024-1172	CEDC OPERATING	$500,395.19
026-1172	TIF OPERATING	$421,536.57
032-1519	CAPITAL EQUIPMENT RESERVE	$450,000.00
034-1172	COLLEYVILLE TOMORROW	$375,441.76
PER GENERAL LEDGER		$21,335,206.54
MARKET VALUE		$21,319,336.60
VALUE AT MATURITY		$21,300,000.00
INTEREST RECEIVED TO MATURITY		$193,738.43

OUTSTANDING INVESTMENTS AT 6-30-15

INVESTMENT		FFCB NOTE	FHLB NOTE	FFCB NOTE	FFCB NOTE	TREASURY NOTE	FHLB NOTE
DATE ACQUIRED		13-Aug-13	01-Nov-13	01-Nov-13	03-Dec-13	31-Dec-13	03-Jan-14
MATURITY DATE		13-Jul-15	16-Sep-15	04-Nov-15	04-Nov-15	31-Jul-15	11-Dec-15
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE		0.075%	0.080%	0.080%	0.100%	0.090%	0.070%
YIELD TO MATURITY		0.308%	0.335%	0.350%	0.300%	0.200%	0.390%
ACCOUNT	**ALLOCATION OF INVESTMENT**						
001-1172	GENERAL FUND OPERATING		1,003,080.00		500,478.00		366,098.61
002-1166	UTILITY DEBT SERVICE RESERVE						648,072.20
002-1172	UTILITY FUND OPERATING	849,349.00		300,000.00			176,296.18
002-1178	CUSTOMER DEPOSITS						32,333.01
002-1186	UTILITY LINE RENEWAL	150,501.00					
002-1557	THE RESERVE LIFT STATION						
003-1180	BEDFORD BRIDGE ESCROW						
003-1188	TOWN CENTER/HWY26						
003-1192	MCDONWELL WOODS EST ESCROW						
003-1200	LONGWOOD-PARKING ESCROW						
003-1204	BEDFORD LAKES/SOMERSET						
003-1228	PLEASANT RUN HARDAGE ESTATES/ESC						
003-1229	GLADE RD SUMMERBROOK						
003-1231	LAKEWOOD ESCROW						
003-1236	E. GLADE CRANBROOK ESCROW						
003-1237	E. GLADE ASHMORE I ESCROW						
003-1247	GLADE/WAYSIDE ESCROW						
003-1250	REATTA PLACE						
003-1257	ASHMORE II A GLADE RD ESCROW						
003-1268	MILL CREEK/ GLADE ESCROW						
003-1271	ASHMORE III/ GLADE ESCROW						
003-1278	GLADE RD/ASHMORE IIB ESCROW						
003-1301	LAKEWOOD PH IV						
003-1304	VILLAS DEL MAR						
003-1307	STREET RECONSTRUCTION						
003-1309	COVENANT CHRISTIAN						
003-1319	REMINGTON PARK						
003-1323	SHALIMAR						
003-1325	PECAN GARDENS						
003-1330	REMINGTON PARK						
003-1340	CASTLETON MANOR						
003-1357	CITGO/LD LOCKETT						
003-1392	CLAIRMONT-PH I						
003-1404	TANGLEWOOD						
003-1418	CLAIRMONT-PH II						
003-1429	WARWICK PARC						
003-1434	ROCKRIMMON						
003-1486	CHANEL'S COURT						
003-1563	VILLAS OF COLLEYVILLE						
005-1172	VOLUNTARY PARK FUND			200,000.00			
011-1172	LIBRARY DONATIONS FUND						
012-1172	PARK LAND DEDICATION FUND			300,000.00			
017-1172	DRAINAGE FUND OPERATING			150,000.00			
024-1172	CEDC OPERATING					500,395.19	
026-1172	TIF OPERATING						
032-1519	CAPITAL EQUIPMENT RESERVE			450,000.00			
034-1172	COLLEYVILLE TOMORROW						
PER GENERAL LEDGER		$999,850.00	$1,003,080.00	$1,400,000.00	$500,478.00	$500,395.19	$1,222,800.00
MARKET VALUE		$1,000,073.00	$1,000,782.00	$1,400,828.80	$500,296.00	$500,039.00	$1,206,207.60
VALUE AT MATURITY		$1,000,000.00	$1,000,000.00	$1,400,000.00	$500,000.00	$500,000.00	$1,200,000.00
INTEREST RECEIVED TO MATURITY		$5,895.81	$6,278.90	$9,840.27	$2,880.82	$1,580.82	$9,073.25

OUTSTANDING INVESTMENTS AT 6-30-15

INVESTMENT		FFCB NOTE	FFCB NOTE	FFCB NOTE	FHLB NOTE	FFCB NOTE	FFCB NOTE
DATE ACQUIRED		27-Mar-14	25-Apr-14	27-May-14	12-Jun-14	04-Aug-14	06-Oct-14
MATURITY DATE		13-Nov-15	25-Apr-16	27-Nov-15	10-Jun-16	04-Aug-16	17-Dec-15
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE		0.060%	0.050%	0.130%	0.060%	0.050%	0.050%
YIELD TO MATURITY		0.330%	0.400%	0.250%	0.451%	0.575%	0.268%
ACCOUNT	**ALLOCATION OF INVESTMENT**						
001-1172	GENERAL FUND OPERATING	1,000,000.00		700,000.00	847,850.00		
002-1166	UTILITY DEBT SERVICE RESERVE						
002-1172	UTILITY FUND OPERATING		2,273.67	499,280.00		999,500.00	239,484.06
002-1178	CUSTOMER DEPOSITS						245,159.19
002-1186	UTILITY LINE RENEWAL						
002-1557	THE RESERVE LIFT STATION		62,103.77				
003-1180	BEDFORD BRIDGE ESCROW						
003-1188	TOWN CENTER/HWY26		36,326.67				
003-1192	MCDONWELL WOODS EST ESCROW		10,996.31				
003-1200	LONGWOOD-PARKING ESCROW		13,380.01				
003-1204	BEDFORD LAKES/SOMERSET		227,978.36				
003-1228	PLEASANT RUN HARDAGE ESTATES/ESC						
003-1229	GLADE RD SUMMERBROOK						56,161.99
003-1231	LAKEWOOD ESCROW		26,103.65				
003-1236	E GLADE CRANBROOK ESCROW		117,794.09				
003-1237	E GLADE ASHMORE I ESCROW						51,908.79
003-1247	GLADE/WAYSIDE ESCROW		42,420.01				
003-1250	REATTA PLACE		98,462.36				
003-1257	ASHMORE II A GLADE RD ESCROW						27,761.89
003-1268	MILL CREEK/ GLADE ESCROW						30,203.34
003-1271	ASHMORE III/ GLADE ESCROW						64,045.14
003-1278	GLADE RD/ASHMORE IIB ESCROW						35,560.60
003-1301	LAKEWOOD PH IV						
003-1304	VILLAS DEL MAR		60,324.37				
003-1307	STREET RECONSTRUCTION		43,849.86				
003-1309	COVENANT CHRISTIAN						
003-1319	REMINGTON PARK						
003-1323	SHALIMAR		69,691.33				
003-1325	PECAN GARDENS						
003-1330	REMINGTON PARK						
003-1340	CASTLETON MANOR						
003-1357	CITGO/LD LOCKETT		56,809.28				
003-1392	CLAIRMONT-PH I		104,974.96				
003-1404	TANGLEWOOD		26,111.30				
003-1418	CLAIRMONT-PH II						
003-1429	WARWICK PARC						
003-1434	ROCKRIMMON						
003-1486	CHANEL'S COURT						
003-1563	VILLAS OF COLLEYVILLE						
005-1172	VOLUNTARY PARK FUND						
011-1172	LIBRARY DONATIONS FUND						
012-1172	PARK LAND DEDICATION FUND						
017-1172	DRAINAGE FUND OPERATING						
024-1172	CEDC OPERATING						
026-1172	TIF OPERATING						
032-1519	CAPITAL EQUIPMENT RESERVE						
034-1172	COLLEYVILLE TOMORROW				350,350.00		
PER GENERAL LEDGER		$1,000,000.00	$999,600.00	$1,199,280.00	$1,198,200.00	$999,500.00	$750,285.00
MARKET VALUE		$1,000,673.00	$999,632.00	$1,200,014.40	$1,200,102.00	$1,000,038.00	$750,300.00
VALUE AT MATURITY		$1,000,000.00	$1,000,000.00	$1,200,000.00	$1,200,000.00	$1,000,000.00	$750,000.00
INTEREST RECEIVED TO MATURITY		$5,388.49	$8,010.96	$4,512.33	$10,809.17	$11,515.75	$2,406.49

OUTSTANDING INVESTMENTS AT 6-30-15

INVESTMENT		FHLB NOTE	FFCB NOTE	FHLB NOTE	FHLB NOTE	FHLB NOTE	FHLB NOTE
DATE ACQUIRED		22-Oct-14	14-Nov-14	24-Nov-14	18-Dec-14	23-Mar-15	12-May-15
MATURITY DATE		17-Oct-16	09-May-16	23-Nov-16	12-Dec-16	23-Mar-17	12-May-17
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE		0.060%	0.070%	0.080%	0.120%	0.110%	0.090%
YIELD TO MATURITY		0.470%	0.375%	0.560%	0.660%	0.750%	0.745%
ACCOUNT	**ALLOCATION OF INVESTMENT**						
001-1172	GENERAL FUND OPERATING	499,872.46	800,000.00	451,187.83		1,000,000.00	
002-1166	UTILITY DEBT SERVICE RESERVE						
002-1172	UTILITY FUND OPERATING			449,796.28	1,301,014.00		199,190.95
002-1178	CUSTOMER DEPOSITS						165,687.76
002-1186	UTILITY LINE RENEWAL						
002-1557	THE RESERVE LIFT STATION						
003-1180	BEDFORD BRIDGE ESCROW						
003-1188	TOWN CENTER/HWY26						
003-1192	MCDONWELL WOODS EST ESCROW						
003-1200	LONGWOOD-PARKING ESCROW						
003-1204	BEDFORD LAKES/SOMERSET						
003-1228	PLEASANT RUN HARDAGE ESTATES/ESC						
003-1229	GLADE RD SUMMERBROOK						
003-1231	LAKEWOOD ESCROW						
003-1236	E. GLADE CRANBROOK ESCROW						
003-1237	E GLADE ASHMORE I ESCROW						
003-1247	GLADE/WAYSIDE ESCROW						
003-1250	REATTA PLACE						
003-1257	ASHMORE II A GLADE RD ESCROW						
003-1268	MILL CREEK/ GLADE ESCROW						
003-1271	ASHMORE III/ GLADE ESCROW						
003-1278	GLADE RD/ASHMORE IIB ESCROW						
003-1301	LAKEWOOD PH IV						77,530.57
003-1304	VILLAS DEL MAR						
003-1307	STREET RECONSTRUCTION		204,070.00				
003-1309	COVENANT CHRISTIAN						
003-1319	REMINGTON PARK						27,855.96
003-1323	SHALIMAR						
003-1325	PECAN GARDENS						
003-1330	REMINGTON PARK						
003-1340	CASTLETON MANOR						81,309.57
003-1357	CITGO/LD LOCKETT						
003-1392	CLAIRMONT-PH I						
003-1404	TANGLEWOOD						
003-1418	CLAIRMONT-PH II						147,050.32
003-1429	WARWICK PARC						
003-1434	ROCKRIMMON						
003-1486	CHANEL'S COURT						47,895.39
003-1563	VILLAS OF COLLEYVILLE						52,979.48
005-1172	VOLUNTARY PARK FUND			200,374.33			
011-1172	LIBRARY DONATIONS FUND	359,642.52					
012-1172	PARK LAND DEDICATION FUND	115,983.26		100,187.16			200,000.00
017-1172	DRAINAGE FUND OPERATING						
024-1172	CEDC OPERATING						
026-1172	TIF OPERATING						
032-1519	CAPITAL EQUIPMENT RESERVE						
034-1172	COLLEYVILLE TOMORROW	25,091.76					
PER GENERAL LEDGER		$1,000,590.00	$1,004,070.00	$1,201,545.60	$1,301,014.00	$1,000,000.00	$999,500.00
MARKET VALUE		$1,000,162.00	$1,002,303.00	$1,200,727.20	$1,301,912.30	$1,000,830.00	$997,742.00
VALUE AT MATURITY		$1,000,000.00	$1,000,000.00	$1,200,000.00	$1,300,000.00	$1,000,000.00	$1,000,000.00
INTEREST RECEIVED TO MATURITY		$9,350.80	$5,570.05	$13,441.03	$17,051.37	$15,020.55	$14,925.08

CDARS CERTIFICATE OF DEPOSIT ALLOCATION

CDARS CERTIFICATES OF DEPOSIT

FUND ALLOCATION	AMOUNT	PURCHASE DATE	MATURITY DATE	INTEREST RATE	INTEREST EARNED DURING QUARTER
UTILITY FUND	$506,822.35	7/31/2014	7/30/2015	0.30%	$374.91
GENERAL FUND	$505,871.92	6/26/2014	6/23/2016	0.50%	$623.68
GENERAL FUND	$506,768.95	3/26/2015	3/24/2016	0.30%	$374.87
GENERAL FUND	$1,515,607.06	9/25/2014	9/24/2015	0.22%	$822.16
GENERAL FUND	$504,998.83	9/25/2014	9/22/2016	0.50%	$622.60
GENERAL FUND	$503,246.43	9/25/2014	9/24/2015	0.30%	$372.26
GENERAL FUND	$500,000.00	3/27/2014	3/24/2016	0.50%	$616.44
TOTAL	$4,543,315.54				$3,806.93

LOGIC INVESTMENT POOL ALLOCATION

AND GENERAL INFORMATION

LOCAL GOVERNMENT INVESTMENT COOPERATIVE / "LOGIC"
ACCOUNT ALLOCATION AT JUNE 30, 2015

ACCT #	DESCRIPTION	BALANCE
	GENERAL FUND	
001-1115	GENERAL OPERATING	$1,014,099.79
	UTILITY FUND	
002-1115	UTILITY OPNS	$885,867.84
002-1116	IMPACT FEES WATER	$1,246,106.84
002-1119	UTILITY LINE RESTORATION	$1,363,746.24
002-1130	UTILITY INTEREST & SINKING FUND	$533,476.10
002-1294	IMPACT FEES SEWER	$365,498.07
	CAPITAL PROJECTS FUND	
003-1113	IMPACT FEES/SA I	$21,203.12
003-1508	MICRO-RESURFACING	$304,536.31
003-1509	STREET RESURFACING	$30,025.88
	DEBT SERVICE FUND	
004-1115	DEBT SERVICE OPERATING	$900,438.19
	DRAINAGE FUND	
017-1115	DRAINAGE OPERATING	$625,461.63
017-1159	DRAINAGE INT & SINKING FUND	$241,098.55
017-1380	2001 DRAINAGE BONDS	$2,327.02
	TIF FUND	
026-1115	TIF OPERATING	$11,550,132.55
026-1383	2001 TIF BONDS	$123,327.52
	CCCPD FUND	
027-1115	CCCPD OPERATING	$909,920.53
027-1147	99 POLICE/COURT BLDG FUND	$3,868.33
	SALES TAX INCENTIVE AGREEMENT FUND	
031-1115	SALES TAX INCENTIVE AGREEMENT OPERATING	$354,357.00
	CAPITAL EQUIPMENT REPLACEMENT FUND	
032-1115	CAPITAL EQUIPMENT REPLACEMENT FUND	$81,898.27
	COLLEYVILLE TOMORROW FUND	
034-1115	COLLEYVILLE TOMORROW FUND	$1,644,758.43
	PARKS TOMORROW FUND	
035-1115	PARKS TOMORROW FUND	$1,195,894.38
	STRATEGIC INITIATIVES FUND	
036-1115	STRATEGIC INITIATIVES FUND	$296,132.66
TOTAL LOGIC POOL BALANCE		$23,694,175.28

LOGIC

LOGIC Newsletter

June 2015

Performance

As of June 30, 2015

Current Invested Balance	**$3,654,155,351.53**
Weighted Average Maturity (1)*	**46 Days**
Weighted Average Maturity (2)*	**48 Days**
Net Asset Value	**1.000069**
Total Number of Participants	**479**
Management Fee on Invested Balance	**0.0875%**
Interest Distributed	**$654,221.60**
Management Fee Collected	**$269,602.10**
% of Portfolio Invested Beyond 1 Year	**0.28%**
Standard & Poor's Current Rating	**AAAm**

June Averages:

Average Invested Balance	**$3,748,578,101.03**
Average Monthly Yield, on a simple basis	**0.1249%**
Average Weighted Average Maturity (1)*	**50 Days**
Average Weighted Average Maturity (2)*	**52 Days**

*Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

Rates reflect historical information and are not an indication of future performance.

News

New Participants

We would like to welcome the following entities who joined the LOGIC program in June:

★ City of Belton
★ City of McGregor

Monthly Online Statement Enhancement

We are pleased to inform you of an enhancement to your monthly online statements for LOGIC. When you access your monthly statements using the internet transaction system, they can be obtained in a single pdf file, which includes all of your accounts. This file can be printed and/or saved on your computer for future reference. Please contact LOGIC Participant Services if you need any assistance using this feature.

Economic Commentary

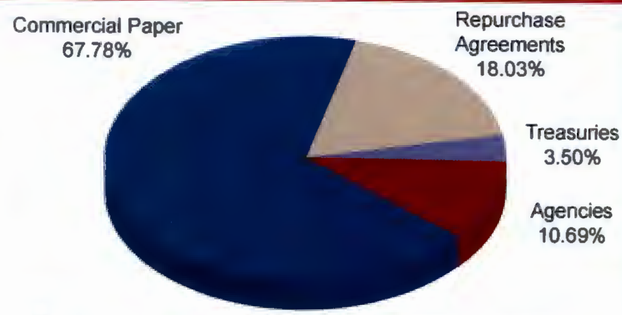
The second quarter carried on the eventful nature of 2015. Despite ongoing concerns over Greece's possible exit from the Eurozone, a stock market bubble in China, a softer US economy, illiquidity in fixed income markets, and geopolitics, risk assets have largely dismissed all the these negatives. Unsurprisingly, fixed income markets haven't fared as well. The US economy appears to have bounced out of the first quarter's growth pothole and consensus forecasts are for growth of 2.5% in the second quarter. The rebound in growth is being once again driven by the US consumer. Savings rates were outpacing spending rates in the first quarter, but this trend has gone into reverse and nominal consumer spending increased by 0.9% in May, the highest level since August 2009. The housing market is showing signs of a pick-up, with new and existing home sales rising, as are housing starts. The pick-up in Treasury yields may not slow the pace of growth in home sales as much as feared. However, mortgage approvals are rising again and higher wage growth and consumer confidence should support this segment of the economy. All of this data points to an increasingly likely first rate hike by the US Federal Reserve (the Fed) before year end. The Federal Open Market Committee (FOMC) met twice in the second quarter. In April, they expressed some concern about the growth slowdown following the weak first quarter, though they communicated that they believed much of the weakness was transitory. They expressed a more optimistic tone in June as most participants still expect lift-off before the end of the year.

While some of the FOMC's recent signals were somewhat dovish, it is expected that economic data over the coming months will support a move towards normalization beginning with a September hike. None-the-less, the Fed is trying to minimize market disruption as much as possible by stressing its expectation of a shallow path towards higher rates. It may be hard for the Fed to move too quickly as higher rates will cause the dollar to strengthen, restricting the Fed's ability to get back to a neutral level. Consistent with Chair Yellen's guidance, it is anticipated the Fed will move towards a 1.75% level by the end of 2016, but a pause at that point to assess the market impact is highly likely. The U.S. yield curve typically flattens as tightening cycles evolve and it is expected that this time will be no different. In addition, higher rates should spur long duration demand from pensions and insurance companies, effectively muting a move higher and contributing to a flatter yield curve.

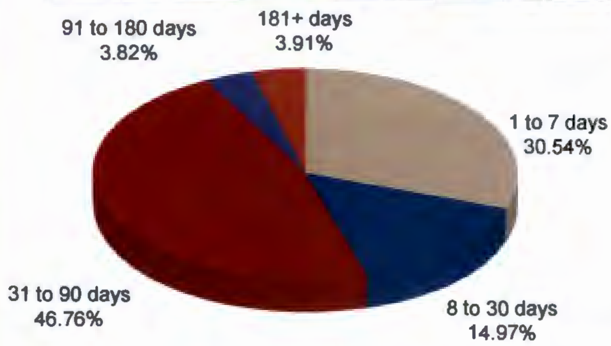
This information is an excerpt from an economic report dated June 2015 provided to LOGIC by JPMorgan Asset Management, Inc., the investment manager of the LOGIC pool.

Information at a Glance

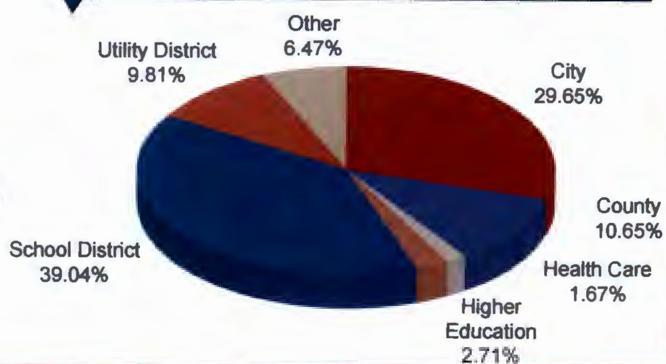
Portfolio by Type of Investment As of June 30, 2015



Portfolio by Maturity As of June 30, 2015



Distribution of Participants by Type As of June 30, 2015



History

Historical Program Information

Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 15	0.1249%	$3,654,155,351.53	$3,654,410,680.14	1.000069	50	52	479
May 15	0.1122%	3,946,893,410.17	3,947,118,664.62	1.000057	50	53	477
Apr 15	0.1130%	3,998,470,171.80	3,998,712,647.13	1.000060	53	56	477
Mar 15	0.0999%	4,066,005,418.39	4,066,212,104.05	1.000050	54	54	476
Feb 15	0.0921%	4,259,905,573.48	4,260,112,636.65	1.000044	56	56	475
Jan 15	0.0843%	4,685,467,403.35	4,685,649,495.36	1.000035	53	53	474
Dec 14	0.0974%	3,939,993,459.46	3,940,056,660.58	1.000012	54	54	474
Nov 14	0.0871%	3,113,166,276.38	3,113,286,210.13	1.000038	57	57	474
Oct 14	0.0879%	2,980,769,409.32	2,980,950,713.69	1.000053	56	56	473
Sep 14	0.0795%	3,010,891,831.13	3,011,100,863.54	1.000069	57	57	472
Aug 14	0.0927%	3,093,141,562.93	3,093,305,609.22	1.000049	56	56	470
Jul 14	0.0989%	3,271,203,541.22	3,271,345,878.40	1.000043	51	52	469

Assets

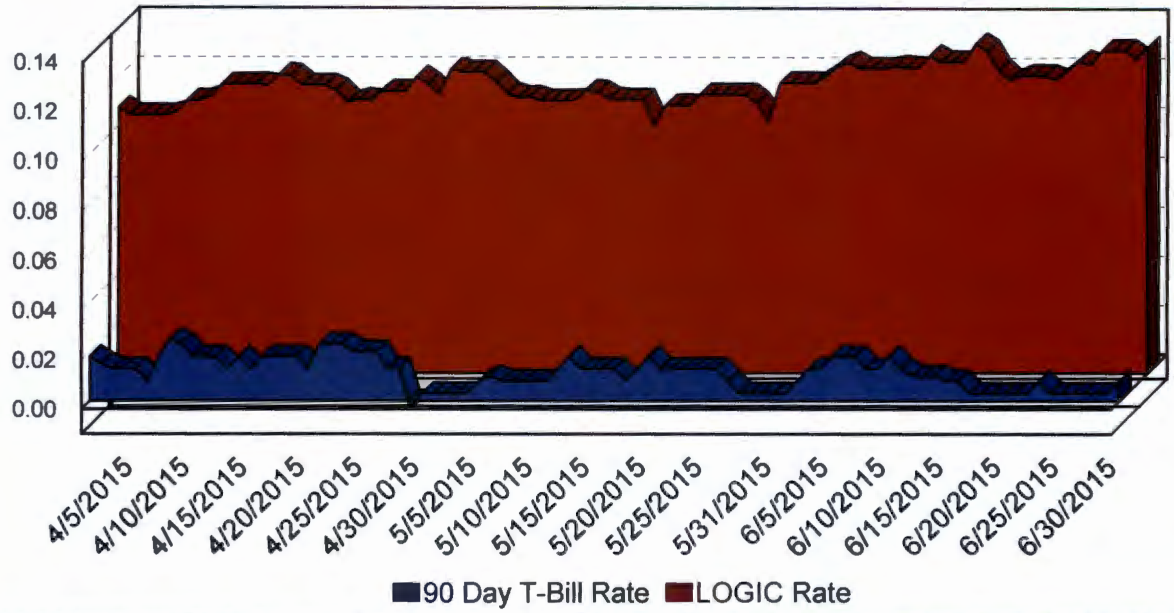
Portfolio Asset Summary as of June 30, 2015

	Book Value	Market Value
Uninvested Balance	$ (2,192.66)	$ (2,192.66)
Accrual of Interest Income	705,098.01	705,098.01
Interest and Management Fees Payable	(709,727.37)	(709,727.37)
Payable for Investment Purchased	0.00	0.00
Receivable for Investment Sold	0.00	0.00
Repurchase Agreements	658,756,999.96	658,756,999.96
Commercial Paper	2,476,653,977.07	2,476,829,814.75
Government Securities	518,751,196.52	518,830,687.45
Total	**$ 3,654,155,351.53**	**$ 3,654,410,680.14**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

Daily Rates

LOGIC versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary

Daily Summary for June 2015

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2015	0.1173%	0.000003215	$3,986,154,889.05	1.000067	50	52
6/2/2015	0.1203%	0.000003295	$3,981,141,852.66	1.000068	52	55
6/3/2015	0.1240%	0.000003398	$3,984,284,841.13	1.000064	53	56
6/4/2015	0.1257%	0.000003445	$3,982,615,910.81	1.000064	54	57
6/5/2015	0.1233%	0.000003377	$3,940,596,839.37	1.000047	52	55
6/6/2015	0.1233%	0.000003377	$3,940,596,839.37	1.000047	52	55
6/7/2015	0.1233%	0.000003377	$3,940,596,839.37	1.000047	52	55
6/8/2015	0.1242%	0.000003403	$3,832,320,408.95	1.000064	53	56
6/9/2015	0.1237%	0.000003388	$3,819,427,904.33	1.000059	53	56
6/10/2015	0.1234%	0.000003380	$3,809,595,373.15	1.000051	52	56
6/11/2015	0.1286%	0.000003523	$3,728,260,994.10	1.000054	52	55
6/12/2015	0.1260%	0.000003451	$3,727,757,375.08	1.000045	50	53
6/13/2015	0.1260%	0.000003451	$3,727,757,375.08	1.000045	50	53
6/14/2015	0.1260%	0.000003451	$3,727,757,375.08	1.000045	50	53
6/15/2015	0.1334%	0.000003654	$3,684,217,271.67	1.000055	50	52
6/16/2015	0.1306%	0.000003579	$3,695,324,831.06	1.000055	49	51
6/17/2015	0.1227%	0.000003362	$3,682,424,199.55	1.000057	48	51
6/18/2015	0.1186%	0.000003249	$3,675,033,378.09	1.000062	48	50
6/19/2015	0.1205%	0.000003300	$3,639,891,958.76	1.000055	46	49
6/20/2015	0.1205%	0.000003300	$3,639,891,958.76	1.000055	46	49
6/21/2015	0.1205%	0.000003300	$3,639,891,958.76	1.000055	46	49
6/22/2015	0.1188%	0.000003255	$3,647,035,675.51	1.000071	46	49
6/23/2015	0.1226%	0.000003358	$3,609,355,769.84	1.000066	50	53
6/24/2015	0.1265%	0.000003466	$3,590,728,408.95	1.000068	49	52
6/25/2015	0.1249%	0.000003421	$3,662,800,649.78	1.000065	48	50
6/26/2015	0.1308%	0.000003584	$3,629,522,522.96	1.000058	47	50
6/27/2015	0.1308%	0.000003584	$3,629,522,522.96	1.000058	47	50
6/28/2015	0.1308%	0.000003584	$3,629,522,522.96	1.000058	47	50
6/29/2015	0.1275%	0.000003494	$3,619,159,232.12	1.000071	47	50
6/30/2015	0.1322%	0.000003622	$3,654,155,351.53	1.000069	46	48
Average	0.1249%	0.000003421	$3,748,578,101.03		50	52

LOGIC
LOGIC Participant Services
c/o First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, TX 75201

LOGIC Board

LOGIC Board Members

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Contacts

For more information contact LOGIC Participant Services ★ 1-800-895-6442 ★ www.logic.org

FirstSouthwest

J.P.Morgan Asset Management

RESOLUTION R-15-3904

A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
SEPTEMBER 1, 2015

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

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 1ST DAY OF SEPTEMBER 2015.

ATTEST: CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor