



City of Colleyville City Council Agenda

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

Tuesday, October 17, 2017

**WORKSESSION
5:00 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

WS-1 Discussion of a Colleyville Community Garden

WS-2 Discussion and update of the Bedford Road retaining wall

WS-3 Update on the City website

WS-4 Discussion of the Drainage Master Plan

WS-5 Discussion of dates for establishing a joint City Council and Planning and Zoning Worksession and a joint City Council and Parks and Recreation Advisory Board Worksession (January 2018)

WS-6 Discussion of the October 17, 2017, 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 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities - Glade Road Project Phase 1B and 2

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

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

INVOCATION: Pastor Garrison Polsgrove, Compass Christian Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-17-4191**

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

Proclamation in recognition of the Colleyville Bahai Community Bicentenary of Bahauallah Celebration, October 22, 2017 - Mayor Richard Newton and Bahai Community Members

In recognition of Colleyville's Featured Business of the Month – Loveria Caffè, 5615 Colleyville Boulevard, Suite 410 – Mayor Richard Newton and Assistant City Manager Mark Wood

4. ITEMS FOR DISCUSSION - NOT FOR PUBLIC HEARING

Discussion and overview of the Local Road Maintenance Program

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

5a Ordinance O-17-2032

Consideration of a zoning change from the R-20 Single Family Residential zoning district to the CPO Professional Office zoning district on Lot 24, Block 2, of the Fair Way Addition, located at 8308 Precinct Line Road, Case ZC17-015

5b Ordinance O-17-2033

Consideration of a zoning change from the CC-1 Village Retail zoning district to the CC-2 Shopping Center zoning district on Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC17-016

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-17-4192**

Approval to order a 2018 Ford Road Rescue Type 1 Ultramedic ambulance from Siddons-Martin Emergency Group, utilizing pricing through the Houston-Galveston Area Council of Governments (HGAC), in an amount not to exceed \$356,459, and authorize the city manager to execute the purchase order

6b Resolution R-17-4193

Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles

6c Resolution R-17-4194

A resolution appointing Councilmembers to the Colleyville Economic Development Corporation (CEDC) Board of Directors

6d Resolution R-17-4195

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

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

Parks and Recreation Advisory Board Minutes - July 10, 2017
Parks and Recreation Advisory Board Minutes - September 13, 2017
Monthly Financial Report - September 2017

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR OCTOBER 17, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4196**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, October 6, 2017 by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting.

Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

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



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-1

Agenda Date 10/17/2017

Type Presentation and Discussion

Department City Secretary

Title

Discussion of a Colleyville Community Garden

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Representatives of the Colleyville Community Garden will provide a presentation on the organization and be available to answer questions of the City Council. The presentation was not provided to the City prior to the distribution of this agenda packet, however, it will be provided prior to the City Council Meeting.

Attachments



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-2

Agenda Date 10/17/2017

Type Worksession

Department Public Works

Title

Discussion and update of the Bedford Road retaining wall

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Staff will present an update and lead a discussion on the Bedford Road Retaining Wall Project. At the conclusion of the discussion staff will be seeking guidance from the City Council if the City would like to pursue an alternate coloring to the textured concrete wall.

Staff has contacted multiple vendors that provide this type of service and depending on the specifications of the requested coloring, the cost will vary between \$20,000 to \$40,000.

If direction is provided to move forward with the coloring of the textured concrete wall, the next steps will be:

- Select a color scheme and develop the specifications for the work
- Solicit multiple quotes for the work
- Select a contractor and execute a contract
- Perform the work (estimated 2 week process)

Attachments

1. Bedford Road Retaining Wall Presentation



Bedford Road Retaining Wall Update

City Council Meeting
October 17, 2017

Objective



- To provide the City Council with an update on the Bedford Road Retaining Wall project and seek direction from the City Council if the City would like to pursue an alternate coloring to the textured concrete wall



Project Update



- Bedford Road Retaining Wall has been completed
- Started in April 2017 and completed in October 2017
- Total cost of the wall was \$1,064,736



Wall Coloring

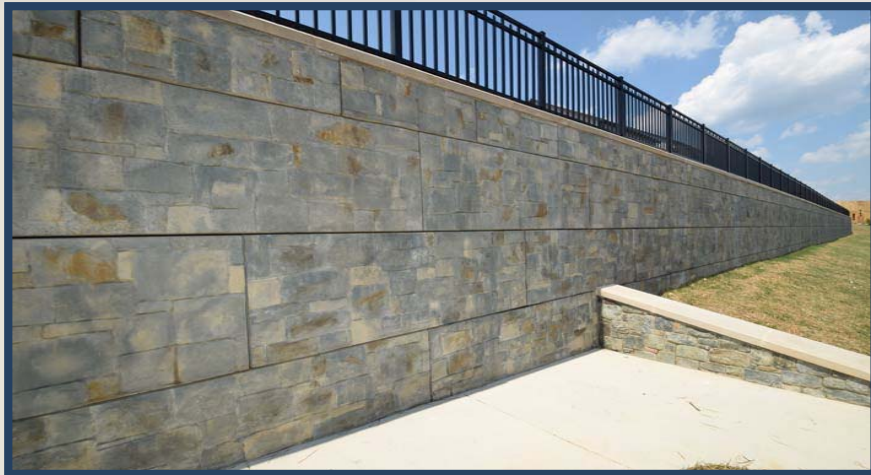
- Cost is dependent on number of colors (\$20,000 to \$40,000 depending on the desired specifications)
- The duration of the application is estimated at a couple weeks



Samples (Vendor A)



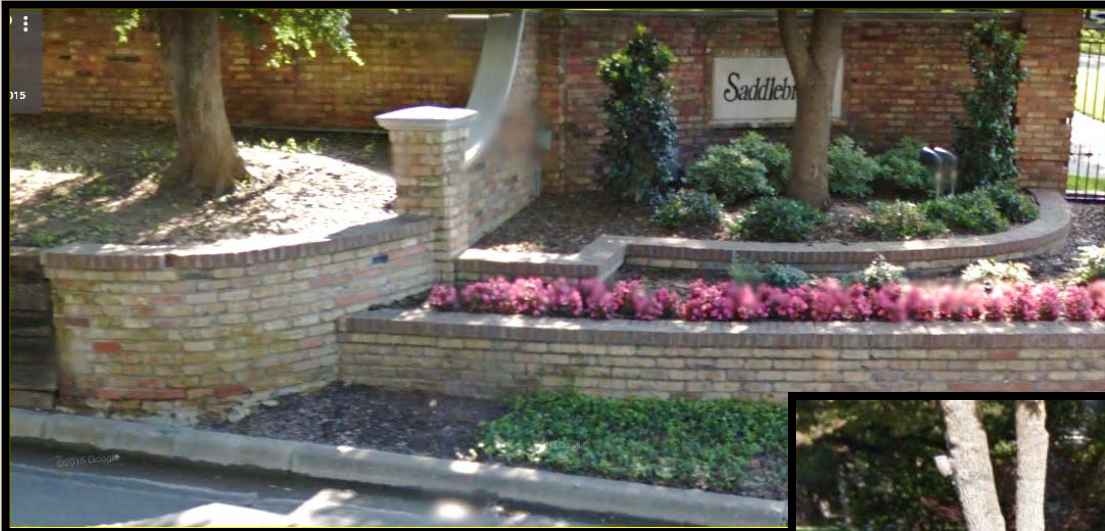
Samples (Vendor B)



Application



Surrounding Areas



Next Steps

- If pursued, the next steps will be:
 - Select a color scheme and develop the specifications for the work
 - Solicit multiple quotes for the work
 - Select a contractor and execute a contract
 - Perform the coloring of the wall

Questions and Discussion



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-3

Agenda Date 10/17/2017

Type Worksession

Department Communications and Marketing

Title

Update on the City website

Strategic Plan

1.3 Assure convenient access to public information

1.4 Communicate thoroughly and strategically

Explanation

Staff is in the process of working with Vision Internet to redesign the City's website, colleyville.com. This item will provide the City Council the opportunity to review the new design and provide feedback.

Attachments



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-4

Agenda Date 10/17/2017

Type Worksession

Department Public Works

Title

Discussion of the Drainage Master Plan

Strategic Plan

- 1.1 Actively involve and engage stakeholders
- 3.3 Mitigate stormwater runoff and flooding risks

Explanation

Staff will provide a presentation in order to facilitate a discussion on the Drainage Master Plan. The purpose of this presentation and discussion is to advise the City Council of the importance of a new Drainage Master Plan while facilitating a discussion that will better define the scope of the project.

The presentation will include:

- Drainage Master Plan Overview
- What is not included with the development of the Drainage Master Plan
- Identified Drainage Needs
- Proposed Scope
- Next Steps

Attachments

1. 2018 Drainage Master Plan Presentation

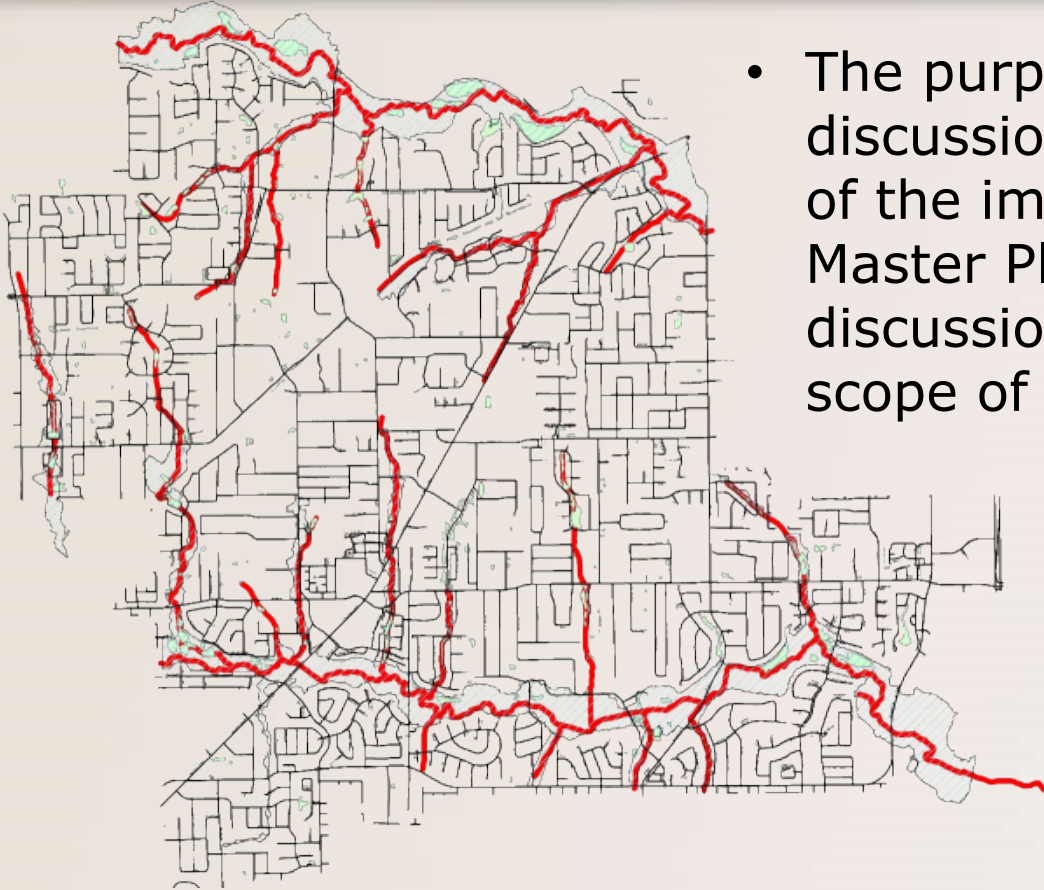
2018 Drainage Master Plan

City Council Meeting
October 17, 2017

Objective



- The purpose of this presentation and discussion is to advise the City Council of the importance of a new Drainage Master Plan while facilitating a discussion that will better define the scope of the project

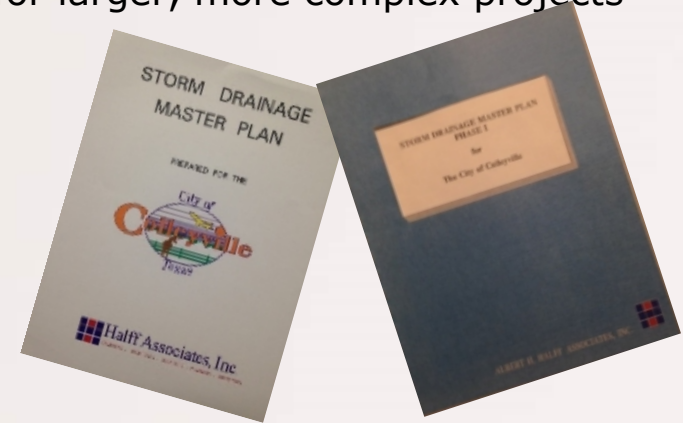


Drainage Master Plan



A citywide Drainage Master Plan is an important tool in the operation of the Drainage Utility. The master plan:

- Promotes equitable, acceptable, and legal measures for floodplain and stormwater management
- Provides a comprehensive, citywide drainage inventory and assessment
- Identifies and prioritizes the needed improvements for small, medium, and large projects
- Provides a systematic and financially sound strategy for establishing short term goals for constructing smaller projects and a long range plan for larger, more complex projects
- Includes public outreach and community input
- Can identify potential funding opportunities
- Results in a planning document that will provide a roadmap for future drainage improvement projects



Drainage Master Plan



The original Storm Drainage Master Plan was performed in 1992. The plan focused on the following:

- **Big Bear Creek**
- **Little Bear Creek**
- **Little Bear Tributary 1**
- **Little Bear Tributary 2**



In 2000, additional creeks and tributaries were evaluated including:

- | | | |
|-----------------------------|-----------------------------|---------------------------|
| • White Chapel Creek | • Brown Trail Creek | • Bransford Creek |
| • Jewel Creek | • Pleasant Run Creek | • Bluebonnet Creek |
| • Pecan Creek | • Meadow Creek | • Jackson Creek |

What does this NOT include

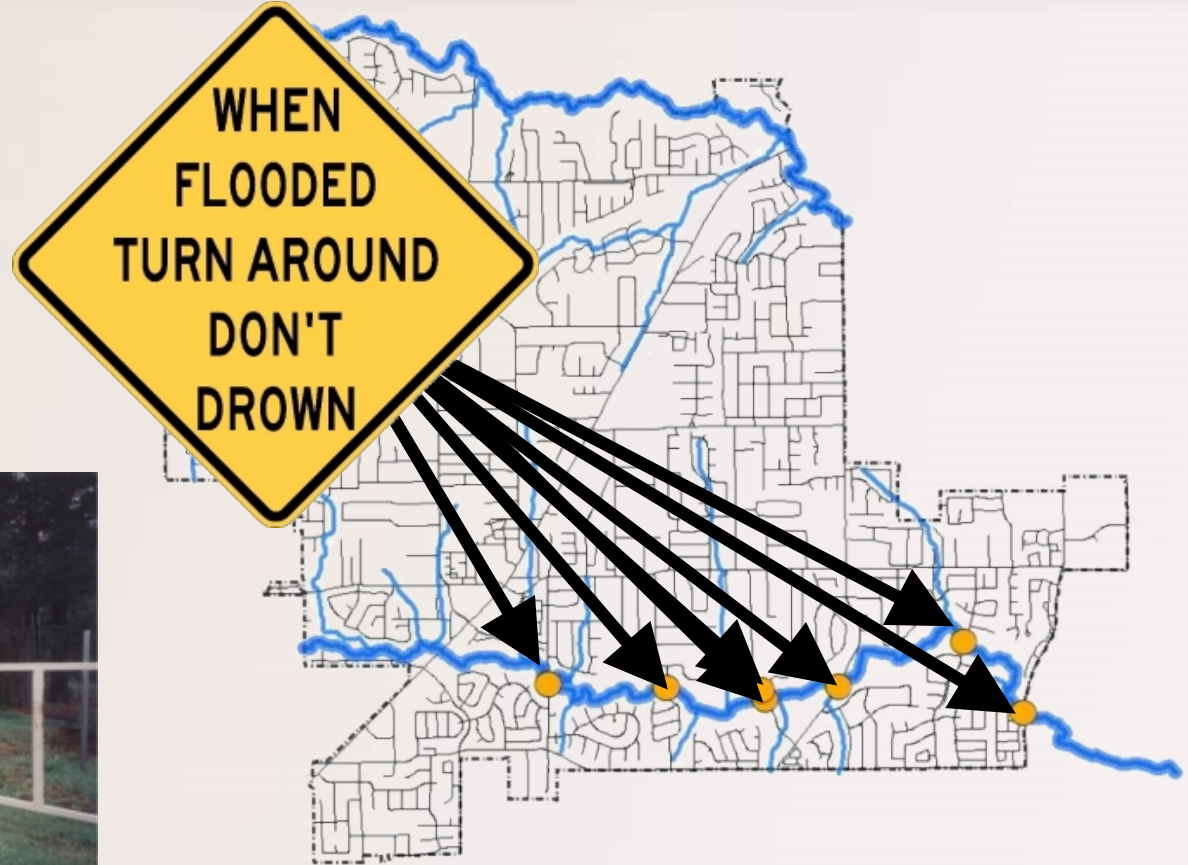


- Engineering plans for the specific improvement projects
- Actual construction of drainage infrastructure
- Solutions to all drainage concerns identified
- Identifying the funding necessary to address the identified drainage concerns
- Additional hydrology and hydraulics studies

Known Concerns



Low Water Crossings



Proposed Scope



- Develop future capital improvements for drainage concerns. Includes channel improvements, bridge/culvert improvements, and cost estimates for implementation
- Citywide CIP prioritization criteria specific to City of Colleyville. Develop a multi-year CIP plan for improvements for future years
- Strategic neighborhood drainage studies
- Low water crossing evaluations and flood alert system that includes rainfall gauges, level monitoring, and high water warnings at low water crossings
- Erosion hazards assessment with conceptual stream stabilization measures
- New development opportunities, drainage criteria, and ordinance review and update including MS4 Requirement (post construction ordinance)
- Evaluation of possible drainage project funding

Next Steps



- Work with the consultant to develop a scope that meets the needs of the community
- Present the contract for City Council consideration
- Initiate the process of developing the 2018 Drainage Master Plan (8^(+/-) month process)

Questions and Discussion



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-5

Agenda Date 10/17/2017

Type Worksession

Department City Secretary

Title

Discussion of dates for establishing a joint City Council and Planning and Zoning Worksession and a joint City Council and Parks and Recreation Advisory Board Worksession (January 2018)

Strategic Plan

1.4 Communicate thoroughly and strategically

4.3 Adopt best-practice planning and development processes

Explanation

At the September City Council Priority Setting Workshop, the City Council discussed conducting a joint City Council and Planning and Zoning Worksession to discuss the planning and zoning processes to improve effectiveness.

Staff would also like the City Council to meet jointly with the Parks and Recreation Advisory Board in January 2018, to receive and discuss the preliminary Parks Master Plan.

This item provides for consideration of dates to conduct both worksessions. On receiving direction from City Council, staff will move forward with scheduling both.

Attachments



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-6

Agenda Date 10/17/2017

Type Worksession

Department City Secretary

Title

Discussion of the October 17, 2017, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number 1

Agenda Date 10/17/2017

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 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities - Glade Road Project Phase 1B and 2

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-17-4191

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF
OCTOBER 17, 2017**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety and welfare of the public.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number 3

Agenda Date 10/17/2017

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation in recognition of the Colleyville Bahai Community Bicentenary of Bahauallah Celebration, October 22, 2017 - Mayor Richard Newton and Bahai Community Members

In recognition of Colleyville's Featured Business of the Month – Loveria Caffè, 5615 Colleyville Boulevard, Suite 410 – Mayor Richard Newton and Assistant City Manager Mark Wood

Attachments

1. Proclamation in recognition of the October 22, 2017 Bicentenary of Bahauallah

Proclamation

CITY OF

Colleyville,
Texas

WHEREAS, October 22, 2017, marks the 200th Anniversary of the birth of Bahá'u'lláh, the Founder of the Bahá'í Faith; and

WHEREAS, Bahá'u'lláh in many thousands of writings, brought social and spiritual teachings that prescribed the equality of women and men, harmony between science and religion, freedom from racial prejudice, the balancing of extremes of wealth and poverty, and the need for all relationships and systems to be ground in cooperation and mutual assistance; and

WHEREAS, for more than a century, Bahá'ís in the United States have embraced the conviction we all belong to one human family, "the pivot round which all the teachings of Bahá'u'lláh revolve"; and

WHEREAS, the Bahá'í community of Colleyville, Texas, was established in 1989, and has been engaged in community-building activities through efforts such as hosting Equality of Women and Men conferences and Race Unity workshops; and

WHEREAS, the Bahá'ís of Colleyville and their families, friends, neighbors, and colleagues are commemorating this bicentenary, along with Bahá'ís across the United States and around the world.

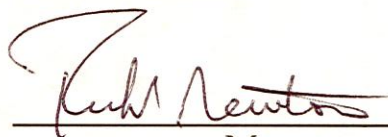
NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the Colleyville City Council and citizens of Colleyville, do hereby recognize Sunday, October 22, 2017, as the

BICENTENARY OF THE BIRTH OF BAHÁ'U'LLÁH

and urge the promotion of qualities and attributes directed to unifying our local communities, country, and world.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 17th day of October 2017.





Mayor





City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number 4

Agenda Date 10/17/2017

Type Presentation and Discussion

Department Public Works

Title

Discussion and overview of the Local Road Maintenance Program

Explanation

At the recent September 19, 2017 City Council Meeting, staff presented and led a discussion regarding the City of Colleyville Street Network. During that presentation an update on the condition of the City street network based on the recently completed 2017 Pavement Condition Assessment was provided.

As a follow up to that discussion and to the 2017 Pavement Condition Assessment, staff has prepared the proposed Local Road Maintenance Program. This program helps turn the assessment and rating of the streets into a planning document that identifies street maintenance needs.

During this presentation staff will:

- Provide an overview of the program
- Discuss each maintenance technique
- Highlight the prioritized list of identified projects
- Present a recommended list of projects for FY18
- Discuss possible funding scenarios

During the discussion and presentation, staff will receive any guidance, direction, or suggestions for the program and then incorporate them into the program. Once the program has been finalized it will be brought forward for City Council consideration, action, and possibly a 5-year CIP amendment. Following City Council action staff will move forward with the construction of the respective projects.

Attachments

1. Local Road Maintenance Program Presentation
2. Draft - Local Street Maintenance Program

Proposed Local Street Maintenance Program

City Council Meeting
October 17, 2017

Objective



- To develop a Local Street Maintenance Program that will supplement the existing 5 year CIP in order to provide the city with an effective way to re-invest and maintain one of the largest assets of the City, the street network
- The guiding philosophies of this program are
 - *The City of Colleyville desires to have no street segments that have a PCI value of 55 or below. Currently (2017) 8.58% of the street network has a PCI value of 55 or below*
 - *The Street Maintenance Program should not be a “worst first” program, but a strategic program to cost effectively maintain the entire street network*

- Streets included in the Proposed Local Street Maintenance Program have been identified and prioritized based on various factors, including PCI, Street Classification, and Constructability
 - **PCI or the Pavement Condition Index**
 - This is a numerical index between 0 and 100, used to indicate the general condition of a pavement. The City of Colleyville desires to have no street segments that have a PCI value of 55 or below. Currently (2017) 8.58% of the street network has a PCI value of 55 or below
 - **Street Classification**
 - The classification of a street (local, collector, or arterial) directly correlates to the type of traffic that is experienced, local streets will have less traffic than a collector or arterial street.
 - **Constructability**
 - This is something that is taken into consideration and an example of this would be if three of four streets in a single area are all rated with a PCI below 55, it may be advantageous from a planning, construction, timing, and budget standpoint to perform maintenance on all four streets at the same time

Maintenance Techniques



The program utilizes multiple techniques to maintain the street network, these include:

- Mill and Overlay
- Asphalt Overlay
- Micro-Resurfacing
- Base Repairs
- Crack Sealing



Maintenance Techniques



The program utilizes multiple techniques to maintain the street network, these include:

- **Mill and Overlay**
- Asphalt Overlay
- Micro-Resurfacing
- Base Repairs
- Crack Sealing



A maintenance technique that results in the street segment being given a new surface in its current configuration. This involves the removal of the top surface of pavement (normally two inches) and the placement of a new top layer of asphalt

Maintenance Techniques



The program utilizes multiple techniques to maintain the street network, these include:

- Mill and Overlay
- **Asphalt Overlay**
- Micro-Resurfacing
- Base Repairs
- Crack Sealing

An asphalt overlay is the maintenance technique that results in the street segment being given a new surface in its current configuration. This involves the placement of a new layer of asphalt atop of the existing pavement. It may be necessary to perform repairs on the street segment prior to the placement of the overlay.



Maintenance Techniques



The program utilizes multiple techniques to maintain the street network, these include:

- Mill and Overlay
- Asphalt Overlay
- **Micro-Resurfacing**
- Base Repairs
- Crack Sealing



A maintenance technique that is a cost effective way to address surface issues with asphalt pavement. This involves the placement of a very thin asphalt sand and oil emulsion that seals the existing pavement and slows its rate of deterioration. This should only be considered on street segments that are in good overall condition.

Maintenance Techniques



The program utilizes multiple techniques to maintain the street network, these include:

- Mill and Overlay
- Asphalt Overlay
- Micro-Resurfacing
- **Base Repairs**
- Crack Sealing



A maintenance technique that typically consists of repairs to the isolated areas of existing deteriorated or fatigued asphalt pavement. This is done by saw cutting the area that has failed, removal of the pavement along with the subgrade, replacement of the subgrade, and the pavement.

Maintenance Techniques



The program utilizes multiple techniques to maintain the street network, these include:

- Mill and Overlay
- Asphalt Overlay
- Micro-Resurfacing
- Base Repairs
- **Crack Sealing**



A maintenance technique that is used as a first defense against pavement deterioration because it offers several important benefits. Effective crack sealing keeps water from entering and weakening the base or sub-base. It helps preserve the pavement adjacent to the cracks, prevents sand, stone, and dirt from making its way into open cracks causing compressive stresses, and extends pavement life by minimizing crack growth.

Recommended Projects



Mill and Overlay Projects

- Twenty three (23) projects including # Streets
- Estimated total cost of \$1,963,252

Asphalt Overlay Projects

- Nineteen (19) projects including # Streets
- Estimated total cost of \$721,369

Micro-Resurfacing Projects

- Twelve (12) projects including # Streets
- Estimated total cost of \$703,289

Base Repair Projects

- Six (6) projects including # Streets
- Expected to be performed with in-house crews and operational funds

Crack-sealing Projects

- Thirty-five (35) projects including # Streets
- Expected to be performed with in-house crews and operational funds

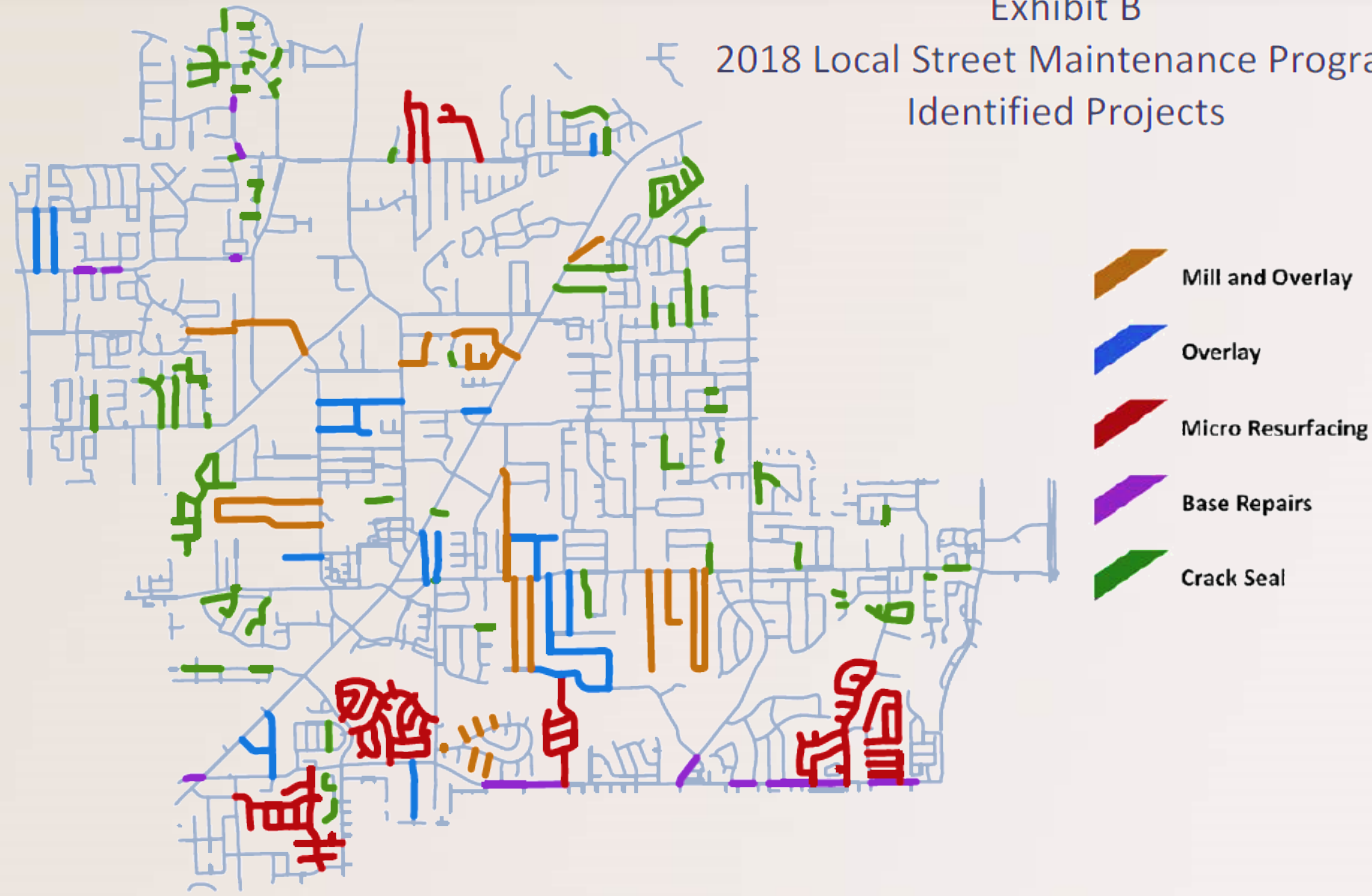
Mill and Overlay	Projected Cost	PC1 Low	PC1 High	Sub Total	Segment Length	Powerdown Width	Total Yards
1 BLUEBONNET DR Bluebonnet Drive	\$131,765	24	85	AC	2,837	22	6,335
2 STAFFORD DR Stafford Drive	\$122,288	18	89	AC	2,628	22	5,781
3 BAWNING DR Bawning Drive	\$109,288	05	87	AC	2,888	22	5,744
4 WAXIE DR White/Bronsford/Van Datta	\$98,228	18	80	AC	1,080	20	3,322
5 BRANFORD RD White/Bronsford/Van Datta	\$95,472	08	84	AC	816	20	1,808
6 VAN OAKS DR White/Bronsford/Van Datta	\$80,228	04	79	AC	1,188	18	2,132
7 TAMMELINE DR S Highland Acres	\$186,712	62	78	AC	2,808	30	8,327
7 TAMMELINE DR N Highland Acres	\$181,872	64	79	AC	2,985	30	8,883
8 COOKS LN Cooks/Walker Cr.	\$57,841	53	53	AE	578	14	899
9 WALLER LN Cooks/Walker Cr.	\$35,539	47	47	AE	765	22	1,670
10 JIM MITCHELL TRL E Dandel Oak Acres	\$156,468	44	44	AE	2,646	28	8,232
10 JIM MITCHELL TRL W Dandel Oak Acres	\$156,351	66	66	AE	2,645	28	8,229

Recommended Projects



Exhibit B

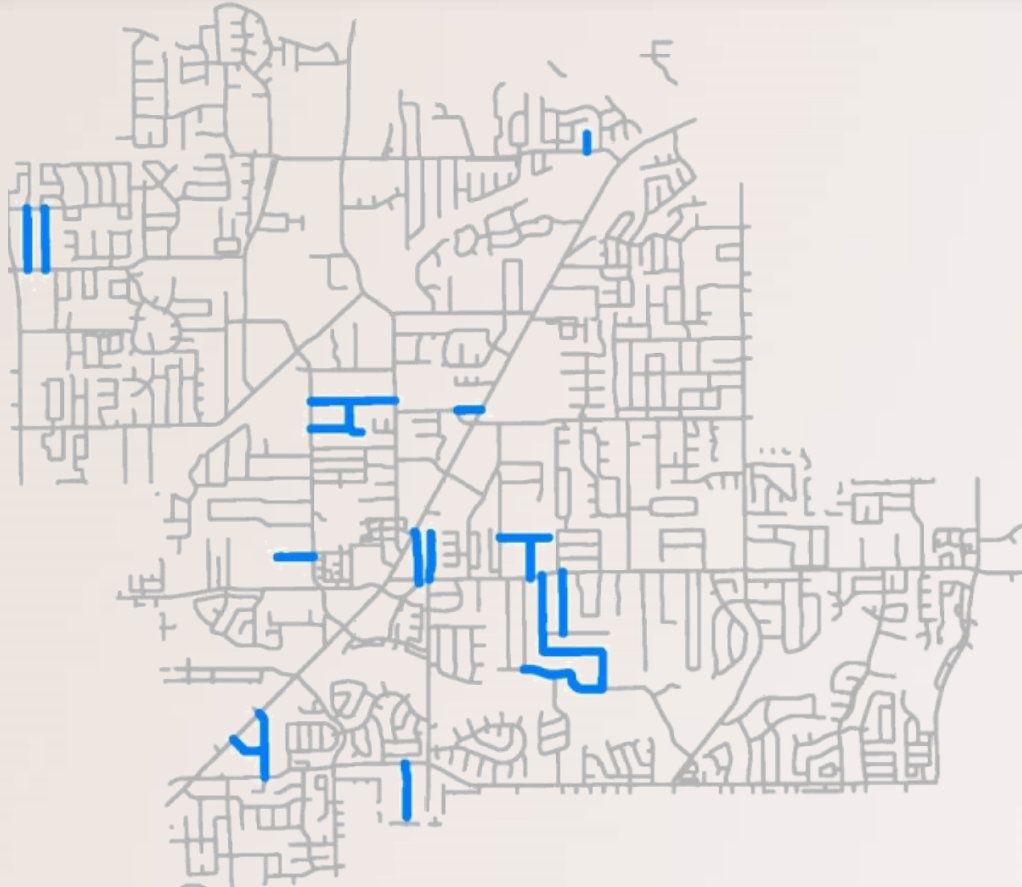
2018 Local Street Maintenance Program Identified Projects



Recommended Projects



Recommended Projects

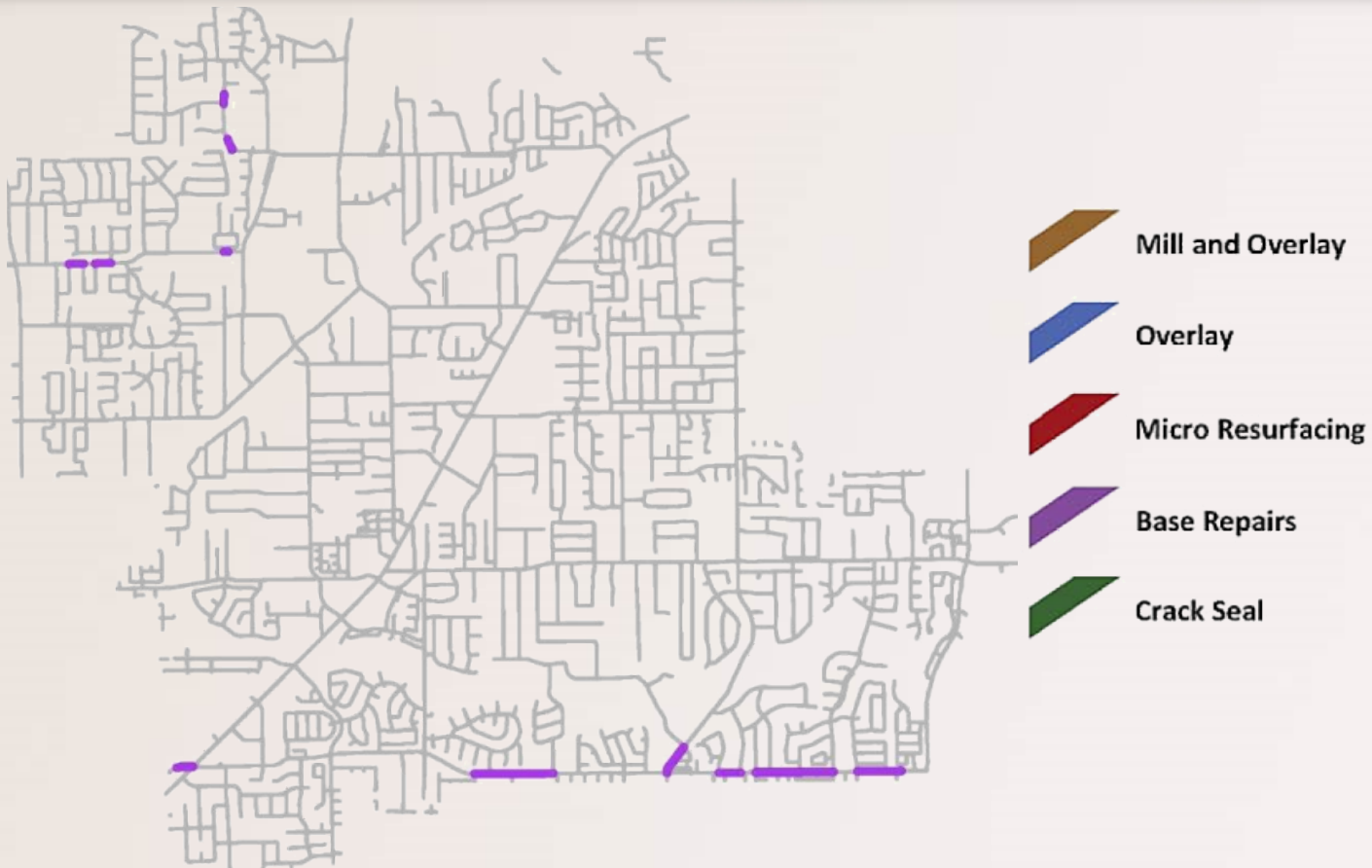


-  Mill and Overlay
-  Overlay
-  Micro Resurfacing
-  Base Repairs
-  Crack Seal

Recommended Projects



Recommended Projects



Recommended Projects

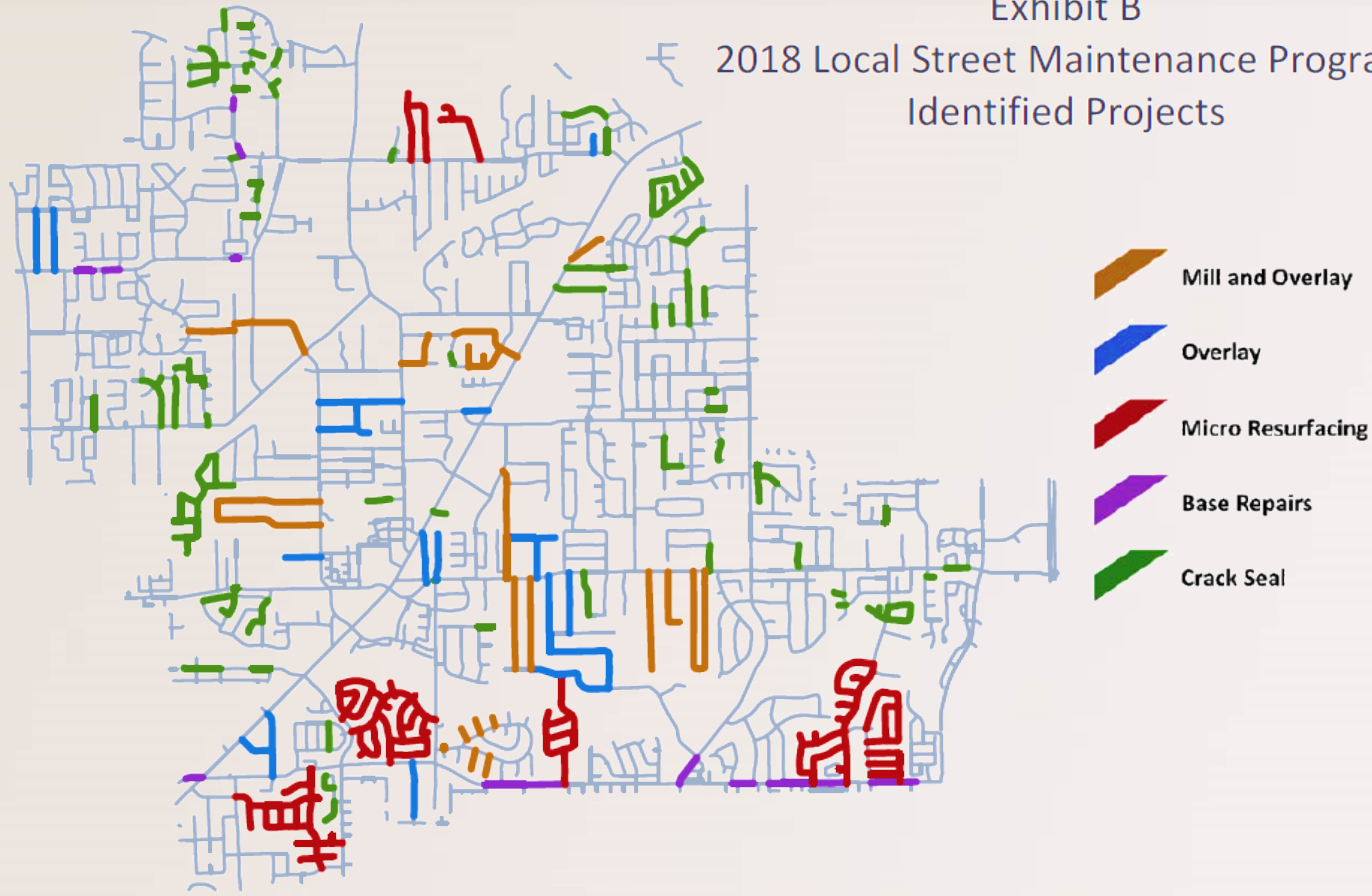


Recommended Projects



Exhibit B

2018 Local Street Maintenance Program Identified Projects



Recommended Projects



- These identified projects are a long range planned approach and are not meant to be completed in a single year, but as funding is made available and the community can tolerate the construction
- Staff recommends for FY18 completing the following projects:

Mill and Overlay Projects

- Bluebonnet Drive
- Stafford Drive
- Estimated total cost of \$243,999

Asphalt Overlay Projects

- Thompson Terrace
- Oak Timbers Court
- Wayne Drive
- Oak Knoll Drive
- Bowman Drive
- Estimated total cost of \$243,122

Micro-Resurfacing Projects

- Plymouth Hills (6 Streets)
- Woodbriar Estates North (7 Streets)
- Estimated total cost of \$162,913

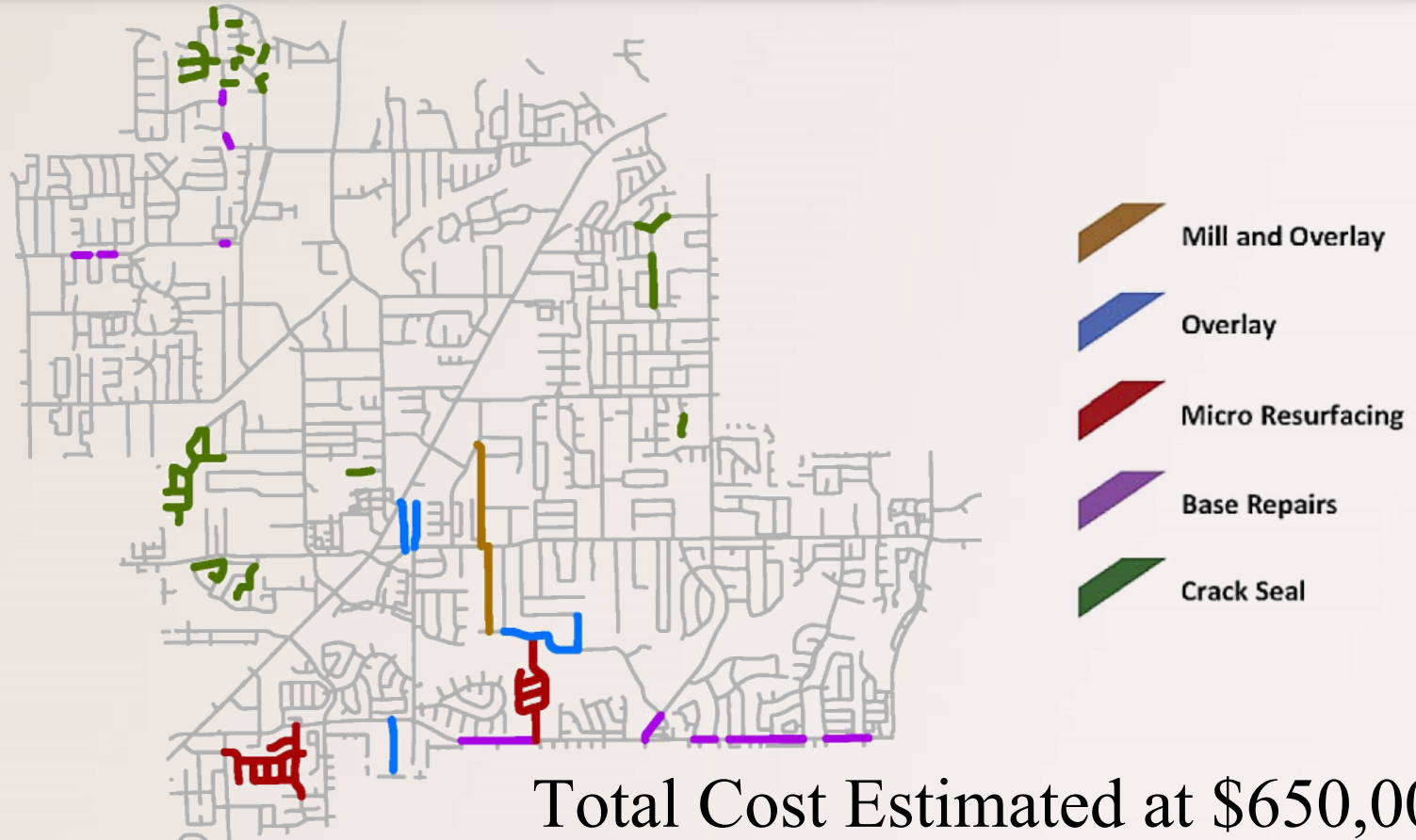
Base Repair Projects

- McDonwell School Road
- Cheek-Sparger Road (Heritage to Jackson)
- Cheek-Sparger Road (Jackson to Bedford Road)
- John McCain Road (West)

Crack-sealing Projects

- Apple Valley and Rustic Oaks (6 Streets)
- Monticello (12 Streets)
- Twelve Oaks Lane
- Melanie Drive
- Winding Trail
- Connie Lane
- Central Drive
- Mill Creek (5 Streets)

Recommended Project



Total Cost Estimated at \$650,000

Possible Funding Scenarios



- Work with Tarrant County to leverage their resources maximizing the amount of work that can be performed with the available funding and:
 1. Allocate additional funding in the amount of \$550,000 to supplement the existing \$100,000 in the current operating budget to perform the recommended projects
 2. Allocate a fraction of the additional funding to supplement the existing \$100,000 in the current operating budget to perform a portion of the recommended projects
 3. Amend the existing CIP projects and reallocate funding to complete the recommended projects
 4. A combination of the above scenarios

Possible Funding Scenarios



- Amend the existing CIP projects and reallocate funding to complete the recommended projects
 - Montclair Drive
 - Currently in the CIP for full depth reclamation to be performed by Tarrant County crews is at an estimated expense of \$330,000
 - If performed as an overlay, reduction of cost of approximately **\$250,000**, would result in a visually similar end product with a shorter expected lifespan.
 - Pleasant Run Road (John McCain Road to Northern City Limits)
 - Currently in the CIP for full depth reclamation at an estimated expense of \$450,000
 - If performed as an overlay, reduction of cost of approximately **\$340,000**, would result in a visually similar end product with a shorter expected lifespan.

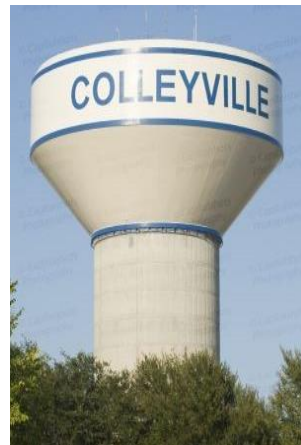
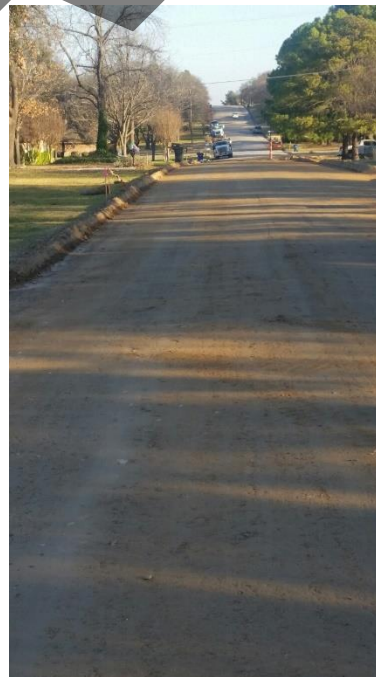
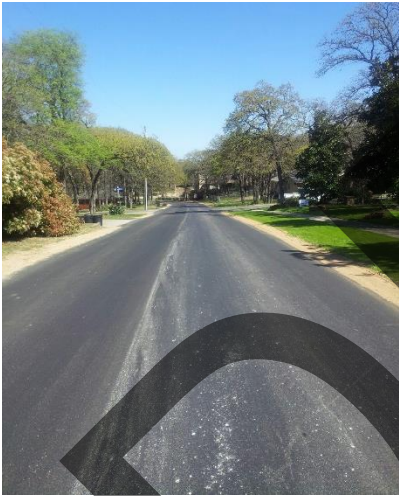
Next Steps



The next steps for this program are to:

- Receive City Council concurrence with the project recommendations
- Receive City Council direction on desired funding options
- Finalize the program and amend the current 5-year CIP (if needed).
- Prepare bid documents for each of the projects that will require contactor assistance
- Any contracts over \$50,000 will be brought back for City Council consideration

Questions and Discussion



LOCAL STREET MAINTENANCE PROGRAM

2018 Proposed Program

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Local Street Maintenance Program

The current 5 year Capital Improvement Program (CIP) and the proposed Local Street Maintenance Program will provide the city with an effective way to re-invest and maintain one of the largest assets of the city, the street network. While the 5 year CIP focuses on the reconstruction and large scale maintenance projects, it is important not to lose sight of the regular and small maintenance that must be performed to protect the street network. Both the CIP and the Local Street Maintenance Program will serve to protect the public investment on all public streets, thoroughfares, and public ways.

A proactive Local Street Maintenance Program is established as a cost effective means to maximize the life of the street infrastructure. An evaluation of the street network has been implemented which helps in identifying how to effectively use available funding for maintenance and construction. The proposed Local Street Maintenance Program consists of multiple techniques including mill and overlay, asphalt overlay, micro-resurfacing, base repairs (patching), and crack sealing of public streets in order to preserve and extend the life of the pavement. In-house crews can perform base repairs and crack-sealing functions while contractors are used to complete mill and overlays, asphalt overlays, and micro-resurfacing projects.

Mill and Overlay (Estimated Cost of \$19 per SY)

Mill and overlay is the maintenance technique that results in the street segment being given a new surface in its current configuration. This involves the removal of the top surface of pavement (normally two inches) and the placement of a new top layer of pavement to level and waterproof the roadway.



Figure 1: Milling



Figure 2: Asphalt Placement

Asphalt Overlay (Estimated Cost of \$11 per SY)

An asphalt overlay is the maintenance technique that results in the street segment being given a new surface in its current configuration. This involves the placement a new layer of asphalt atop of the existing pavement in order to level and waterproof the roadway. It may necessary to perform repairs on the street segment prior to the placement of the overlay.



Figure 3: Asphalt Driveway

Micro-Resurfacing (Estimated Cost of \$3.50 per SY)

Micro-resurfacing is a cost effective way to address surface issues with asphalt pavement. This involves the placement of a very thin asphalt sand and oil emulsion that seals the existing pavement and slows its rate of deterioration. This is most effective on street segments that are in good overall condition.



Figure 4: Application of Micro-Resurface

Base Repairs

Base repairs (asphalt patching) typically consists of repairs to the isolated areas of existing deteriorated or fatigued asphalt pavement. This is done by saw cutting the area that has failed, removal of the pavement along with the subgrade, replacement of the subgrade, and the pavement.



Figure 5: Asphalt Base Repairs

Crack Sealing

Crack sealing is used as a first defense against pavement deterioration because it offers several important benefits. Effective crack sealing keeps water from entering and weakening the base or sub-base. It helps preserve the pavement adjacent to the cracks, prevents sand, stone, and dirt from making its way into open cracks causing compressive stresses, and extends pavement life by minimizing crack growth.



Figure 6: Application of Crack Sealing

Street Evaluation

The PCI (Pavement Condition Index) rating is one tool used in prioritizing streets for preservation, rehabilitation, or reconstruction projects. Other factors considered in project selection include: street classification, constructability, utility condition, traffic volume and safety, neighborhood grouping for efficiency, locations of other street projects to maximize economic efficiency, and funding availability.

PCI, a numerical index between 0 and 100, is used to indicate the general condition of pavement. The lower the PCI indicates poor condition of the street and the worse off the ride quality. ***The desired goal of The City of Colleyville is to ensure all street segments have a PCI value above 55.*** Currently (2017) 8.58% of the street network has a PCI value of 55 or below. A PCI assessment should be performed periodically in order to assess the effectiveness of the Local Street Maintenance Program in achieving the goal of all street segments having a PCI value above 55.

Street Classification is an important consideration. The classification of a street (local, collector, or arterial) directly correlates to the traffic volume experienced, local streets will have less traffic than a collector or arterial street. A maintenance project on a higher classified street will serve more motorists.

Constructability is also taken into consideration and an example of this would be if 3 streets in single area are all rate with a PCI below 55, it is advantageous from a planning, construction, timing, and budget standpoint to do those streets as a single project.

Additional considerations are utility condition, neighborhood grouping, and other planned street projects. These considerations ensure we maximize economic efficiency as well as limiting the disruption to motorists in the area.

The proposed Local Street Maintenance Program should be revisited and projects reprioritized annually. The process should include a visual inspection of each street in the city to confirm or adjust the prioritization of the projects included in the Preventive Street Maintenance Program. The total of projects performed is dependent upon the amount of funding available for the program.

Findings and Results

With the establishment of the Local Street Maintenance Program, projects and associated maintenance technics are identified and prioritized. The execution of these identified projects in a systematic manner benefits the overall condition of the street networks and helps to maximize of the effective use of the limited resources available to the City. Based upon the PCI and other prioritization factors the following proposed projects have been identified.

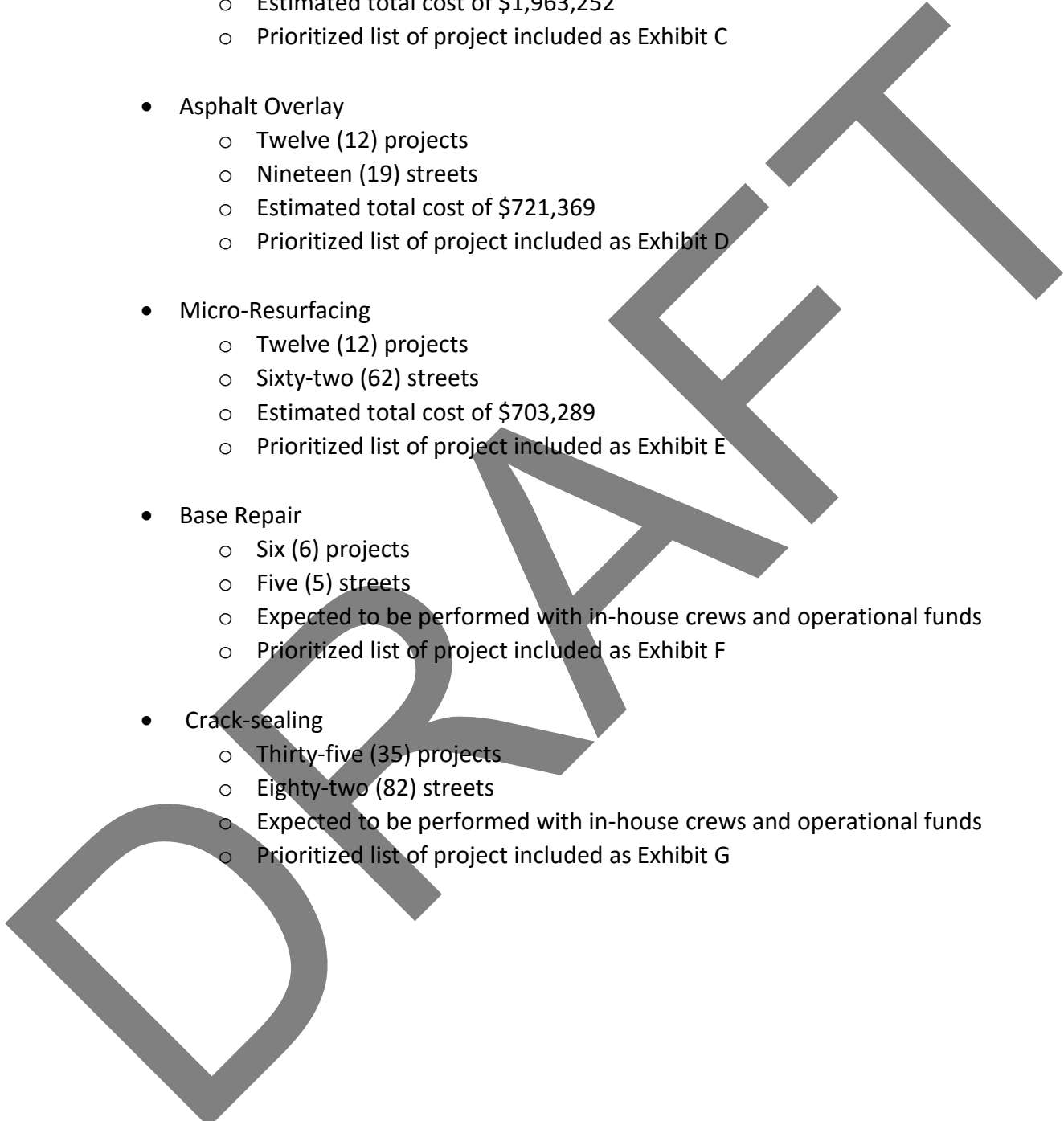
-
- Mill and Overlay
 - Fifteen (15) projects
 - Twenty three (23) streets
 - Estimated total cost of \$1,963,252
 - Prioritized list of project included as Exhibit C
 - Asphalt Overlay
 - Twelve (12) projects
 - Nineteen (19) streets
 - Estimated total cost of \$721,369
 - Prioritized list of project included as Exhibit D
 - Micro-Resurfacing
 - Twelve (12) projects
 - Sixty-two (62) streets
 - Estimated total cost of \$703,289
 - Prioritized list of project included as Exhibit E
 - Base Repair
 - Six (6) projects
 - Five (5) streets
 - Expected to be performed with in-house crews and operational funds
 - Prioritized list of project included as Exhibit F
 - Crack-sealing
 - Thirty-five (35) projects
 - Eighty-two (82) streets
 - Expected to be performed with in-house crews and operational funds
 - Prioritized list of project included as Exhibit G
- 
-

Exhibit A. Prioritized Project Listing by Maintenance Technique

Exhibit B. Map of Identified Projects – All Identified Projects

Exhibit C. Map of Identified Projects – Mill and Overlay

Exhibit D. Map of Identified Projects –Asphalt Overlay

Exhibit E. Map of Identified Projects – Micro-Resurfacing

Exhibit F. Map of Identified Projects – Base Repair

Exhibit G. Map of Identified Projects – Crack Seal

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Exhibit A Prioritized Project List

Mill and Overlay

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
1	BLUEBONNET DR <i>Bluebonnet Drive</i>	\$131,765	24	85	AC	2,837	22	6,935
2	STAFFORD DR <i>Stafford Drive</i>	\$112,234	36	36	AC	2,346	22	5,735
3	MANNING DR <i>Manning Drive</i>	\$109,136	47	47	AC	2,350	22	5,744
4	WHITE DR <i>White/Bransford/Van Oaks</i>	\$63,118	36	60	AC	1,495	20	3,322
5	BRANSFORD RD <i>White/Bransford/Van Oaks</i>	\$34,371	69	69	AC	814	20	1,809
6	VAN OAKS DR <i>White/Bransford/Van Oaks</i>	\$40,128	34	74	AC	1,188	16	2,112
7	TIMBERLINE DR S <i>Highland Acres</i>	\$186,713	62	73	AC	2,948	30	9,827
7	TIMBERLINE DR N <i>Highland Acres</i>	\$183,977	34	70	AC	2,905	30	9,683
8	COOKS LN <i>Cooks/Waller Ln</i>	\$17,081	53	53	AC	578	14	899
9	WALLER LN <i>Cooks/Waller Ln</i>	\$35,530	47	47	AC	765	22	1,870
10	JIM MITCHELL TRL E <i>Sand Oak Acres</i>	\$156,408	44	44	AC	2,646	28	8,232
10	JIM MITCHELL TRL W <i>Sand Oak Acres</i>	\$156,351	66	66	AC	2,645	28	8,229

Mill and Overlay

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
11	PONDEROSA ST <i>Ponderosa Street</i>	\$68,970	44	89	AC	1,089	30	3,630
12	PARK CT <i>Pecan Park Estates</i>	\$57,285	61	61	AC	532	51	3,015
13	HARDAGE LN <i>Hardage Lane</i>	\$154,432	63	63	AC	2,032	36	8,128
14	RONNA CT <i>Pecan Park Estates</i>	\$27,550	66	66	AC	261	50	1,450
15	GREEN WAY CT <i>Tara</i>	\$18,525	47	47	AC	325	27	975
16	CREST CT <i>Tara</i>	\$22,515	53	53	AC	381	28	1,185
17	BUTLER CT <i>Tara</i>	\$27,664	65	65	AC	504	26	1,456
18	PLANTATION DR S <i>Tara</i>	\$14,003	66	66	AC	85	78	737
19	COPPERWOOD CT <i>Tara</i>	\$29,792	69	69	AC	504	28	1,568
20	SAVANNAH CT <i>Tara</i>	\$13,623	69	69	AC	239	27	717
21	ROSS DOWNS DR <i>Ross Downs Drive</i>	\$75,411	60	60	AC	940	38	3,969
22	BILL SIMMONS RD <i>Bill Simmons Road</i>	\$106,818	68	68	AC	2,530	20	5,622

Mill and Overlay

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
23	PATTERSON LN <i>Patterson Lane</i>	\$119,852	67	72	AC	3,154	18	6,308
Total Projected Cost by Technique		\$1,963,252						

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Overlay

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
1	THOMPSON TER <i>Thompson Terrace</i>	\$65,758	29	29	AC	1,345	40	5,978
2	OAK TIMBERS CT <i>Oak Timbers Court</i>	\$43,857	35	38	AC	1,196	30	3,987
3	WAYNE DR <i>Wayne Drive</i>	\$40,689	41	41	AC	1,387	24	3,699
4	OAK KNOLL DR <i>Stafford Heights</i>	\$70,037	35	55	AC	2,292	25	6,367
5	BOWMAN DR <i>Stafford Heights</i>	\$22,781	42	42	AC	932	20	2,071
6	CURTIS RD <i>Fair Way</i>	\$34,782	51	51	AC	1,581	18	3,162
7	HERBERT RD <i>Fair Way</i>	\$38,720	59	59	AC	1,584	20	3,520
8	BEHRENS CT <i>Behrens Road</i>	\$36,641	56	56	AC	1,578	19	3,331
9	BEHRENS RD <i>Behrens Road</i>	\$48,257	57	68	AC	1,974	20	4,387
10	BEVERLY DR <i>Pleasant Oaks</i>	\$52,877	47	59	AC	2,163	20	4,807
11	LETA LN <i>Pleasant Oaks</i>	\$40,403	66	75	AC	1,653	20	3,673
12	SUELLEN CIR <i>Pleasant Oaks</i>	\$22,528	70	70	AC	384	48	2,048

Overlay

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
13	ACUFF LN <i>Andy Felps</i>	\$28,325	61	61	AC	927	25	2,575
14	FELPS DR <i>Andy Felps</i>	\$41,217	66	67	AC	1,686	20	3,747
15	LLOYD CIR <i>Lloyd Circle</i>	\$29,139	61	61	AC	917	26	2,649
16	CHERRY LN <i>Community Home</i>	\$30,844	63	72	AC	1,262	20	2,804
17	ROSE ST <i>Community Home</i>	\$27,907	75	75	AC	1,038	22	2,537
18	MARANATHA CT <i>Maranatha Court</i>	\$28,534	69	69	AC	449	52	2,594
19	BOGART DR <i>Bogart Drive</i>	\$18,073	67	67	AC	616	24	1,643
Total Projected Cost by Technique		\$721,369						

Micro Slurry

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
1	DORSET DR <i>Plymouth Hills</i>	\$5,796	71	71	AC	745	20	1,656
1	DURHAM DR <i>Plymouth Hills</i>	\$5,936	47	57	AC	727	21	1,696
1	WARWICK AVE <i>Plymouth Hills</i>	\$8,512	63	63	AC	912	24	2,432
1	YORK DR <i>Plymouth Hills</i>	\$8,729	34	83	AC	1,069	21	2,494
1	CHESHIRE DR <i>Plymouth Hills</i>	\$15,316	42	56	AC	1,969	20	4,376
1	DEVON DR <i>Plymouth Hills</i>	\$5,523	68	68	AC	710	20	1,578
2	SWEETBRIAR LN <i>Woodbriar Estates N</i>	\$6,311	48	48	AC	541	30	1,803
2	BRIARCLIFF LN <i>Woodbriar Estates N</i>	\$15,582	84	84	AC	756	53	4,452
2	BRIARHAVEN LN <i>Woodbriar Estates N</i>	\$20,206	76	97	AC	1,732	30	5,773
2	GREENBRIAR CT <i>Woodbriar Estates N</i>	\$6,314	84	84	AC	560	29	1,804
2	GREENBRIAR LN <i>Woodbriar Estates N</i>	\$32,760	75	94	PCC	2,340	36	9,360
2	ROSEBRIAR LN <i>Woodbriar Estates N</i>	\$6,465	72	72	AC	554	30	1,847

Micro Slurry

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
2	OAKBRIAR LN <i>Woodbriar Estates N</i>	\$25,463	82	97	AC	1,984	33	7,275
3	BRIARBROOK CT <i>Woodbriar Estates S</i>	\$3,959	76	76	AC	192	53	1,131
3	FALCON CT <i>Woodbriar Estates S</i>	\$9,583	79	79	AC	465	53	2,738
3	OAKBRIAR LN <i>Woodbriar Estates S</i>	\$14,599	86	97	AC	1,173	32	4,171
3	RAVEN CT <i>Woodbriar Estates S</i>	\$9,100	85	85	AC	450	52	2,600
3	WOODBRIAR CT <i>Woodbriar Estates S</i>	\$9,394	79	79	AC	493	49	2,684
3	WOODBRIAR LN <i>Woodbriar Estates S</i>	\$7,746	88	93	AC	664	30	2,213
4	CEDAR CT <i>Oak Knoll N</i>	\$12,719	88	88	AC	1,817	18	3,634
4	JO WILL ST <i>Oak Knoll N</i>	\$20,405	61	98	AC	1,749	30	5,830
5	HIX CT <i>Hidden Acres</i>	\$8,925	70	70	AC	459	50	2,550
5	HOLLY LN <i>Hidden Acres</i>	\$20,132	64	81	AC	1,785	29	5,752
6	MIDDLETON WAY <i>Woodland Hills SE</i>	\$7,329	82	82	AC	754	25	2,094

Micro Slurry

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
6	LANGLEY HILL LN <i>Woodland Hills SE</i>	\$7,809	58	58	AC	803	25	2,231
6	BOWDEN HILL LN N <i>Woodland Hills SE</i>	\$8,040	77	77	AC	827	25	2,297
6	BOWDEN HILL LN E <i>Woodland Hills SE</i>	\$8,078	67	98	AC	742	28	2,308
7	WILTON WOODS CT <i>Woodland Hills NW</i>	\$2,923	87	87	AC	356	50	1,978
7	EATON CIR <i>Woodland Hills NW</i>	\$24,504	62	76	AC	1,969	32	7,001
7	CUMBERLAND CT <i>Woodland Hills NW</i>	\$4,435	79	79	AC	228	50	1,267
7	CARISBROOKE CT <i>Woodland Hills NW</i>	\$8,827	80	80	AC	454	50	2,522
8	W PEMBROOKE PKWY W <i>Woodland Hills NE</i>	\$8,232	78	78	AC	814	26	2,352
8	PEMBROOKE PKWY S <i>Woodland Hills NE</i>	\$8,057	82	82	AC	797	26	2,302
8	N PEMBROOKE PKWY N <i>Woodland Hills NE</i>	\$6,339	79	79	AC	627	26	1,811
8	CHRISMAC WAY <i>Woodland Hills NE</i>	\$12,215	79	79	AC	1,208	26	3,490
8	LEXINGTON PKWY <i>Woodland Hills NE</i>	\$12,488	74	79	AC	1,235	26	3,568

Micro Slurry

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
9	GLEN DALE DR <i>Woodland Hills SW</i>	\$16,769	92	92	AC	1,540	28	4,791
9	WOODLAND HEIGHTS CIR <i>Woodland Hills SW</i>	\$3,395	68	68	PCC	203	43	970
9	OXFORD CT <i>Woodland Hills SW</i>	\$4,977	87	87	AC	256	50	1,422
9	BECKLEY CT <i>Woodland Hills SW</i>	\$4,746	93	93	AC	244	50	1,356
9	SCARBOROUGH LN W <i>Woodland Hills SW</i>	\$22,558	78	86	AC	2,231	26	6,445
10	MARTIN PKWY <i>Martin Parkway</i>	\$54,716	52	89	AC	3,272	43	15,633
11	RODEO DR <i>Saddlebrook S</i>	\$11,155	93	91	AC	956	30	3,187
11	HIDDEN VALLEY CT <i>Saddlebrook S</i>	\$6,027	87	87	AC	287	54	1,722
11	WILCREST CT <i>Saddlebrook S</i>	\$4,865	92	92	AC	236	53	1,390
11	SUMMERTREE CT <i>Saddlebrook S</i>	\$3,980	74	74	AC	193	53	1,137
11	SOUTHWOOD W <i>Saddlebrook S</i>	\$10,546	98	99	AC	904	30	3,013
11	SOUTHWOOD E <i>Saddlebrook S</i>	\$9,695	98	98	AC	831	30	2,770

Micro Slurry

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
11	SADDLEBROOK DR <i>Saddlebrook S</i>	\$45,514	85	94	AC	2,926	40	13,004
11	WOODVALE CT <i>Saddlebrook S</i>	\$3,945	95	95	AC	130	78	1,127
11	MOCKINGBIRD LN <i>Saddlebrook S</i>	\$18,893	62	97	AC	1,388	35	5,398
11	INWOOD DR <i>Saddlebrook S</i>	\$186	88	95	AC	1,948	30	6,493
11	HUNTERS GLEN CT <i>Saddlebrook S</i>	\$2,394	83	83	AC	77	80	684
11	BRIAR RIDGE DR <i>Saddlebrook S</i>	\$9,041	87	94	AC	775	30	2,583
11	CHIMNEY ROCK CT <i>Saddlebrook S</i>	\$3,010	91	91	AC	146	53	860
11	SHADOW RIDGE DR <i>Saddlebrook S</i>	\$14,361	91	92	AC	1,231	30	4,103
12	GREEN MEADOW E <i>Saddlebrook N</i>	\$12,541	98	98	AC	1,075	30	3,583
12	GREEN MEADOW W <i>Saddlebrook N</i>	\$9,205	90	96	AC	789	30	2,630
12	NORTH HAVEN DR <i>Saddlebrook N</i>	\$5,674	90	90	AC	384	38	1,621
12	BROOKHOLLOW DR <i>Saddlebrook N</i>	\$14,305	97	100	AC	1,226	30	4,087

Micro Slurry

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
12	GREEN MEADOW N <i>Saddlebrook N</i>	\$12,040	92	92	AC	1,032	30	3,440
Total Projected Cost by Technique		\$703,289						

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Base Repairs

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
1	MCDONWELL SCHOOL RD W <i>McDonwell School Rd W</i>	In House	43	70	AC	893	20	1,984
2	CHEEK SPARGER RD <i>Cheek-Sparger Heritage to Jackson</i>	In House	19	65	AC	3,744	22	9,152
3	CHEEK SPARGER RD <i>Cheek-Sparger Bedford to Jackson</i>	In House	51	58	AC	2,047	24	5,459
4	JOHN MCCAIN RD <i>John McCain West</i>	In House	44	55	AC	545	18	1,090
5	JACKSON RD <i>Jackson Road</i>	In House	67	67	AC	813	30	2,710
6	MID-CITIES BLVD <i>Mid-Cities Boulevard</i>	In House	69	69	AC	429	76	3,623

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
1	VALLEY VIEW DR S <i>Apple Valley and Rustic Oaks</i>	In House	28	63	PCC	774	28	2,408
1	VALLEY VIEW DR W <i>Apple Valley and Rustic Oaks</i>	In House	47	47	PCC	760	30	2,533
1	RUSTIC TRL <i>Apple Valley and Rustic Oaks</i>	In House	40	68	PCC	2,624	28	8,164
1	LIVE OAK DR <i>Apple Valley and Rustic Oaks</i>	In House	27	53	PCC	609	30	2,030
1	ELM ST <i>Apple Valley and Rustic Oaks</i>	In House	65	80	PCC	1,480	30	4,933
1	APPLE VALLEY DR <i>Apple Valley and Rustic Oaks</i>	In House	68	68	PCC	413	30	1,377
2	MADISON SQ <i>Monticello</i>	In House	53	53	PCC	215	55	1,314
2	TILLMAN HILL CT <i>Monticello</i>	In House	58	58	PCC	313	20	696
2	COVINGTON WAY <i>Monticello</i>	In House	70	70	PCC	653	26	1,886
2	JEFFERSON CIR <i>Monticello</i>	In House	48	48	PCC	383	30	1,277
2	CHARLOTTESVILLE AVE <i>Monticello</i>	In House	57	70	PCC	1,138	26	3,288
2	LINCOLN CT <i>Monticello</i>	In House	63	63	PCC	158	57	1,001

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
2	MONTICELLO PKWY <i>Monticello</i>	In House	49	49	PCC	284	40	1,262
2	LEESBURG DR <i>Monticello</i>	In House	69	69	PCC	457	30	1,523
2	VIRGINIA SQ <i>Monticello</i>	In House	56	56	PCC	316	56	1,966
2	WILLIAMSBURG CT <i>Monticello</i>	In House	55	55	PCC	332	57	2,103
2	TILLMAN HILL RD <i>Monticello</i>	In House	51	68	PCC	700	31	2,411
2	VAN BUREN CT <i>Monticello</i>	In House	67	67	PCC	279	53	1,643
3	TWELVE OAKS LN <i>Twelve Oaks Lane</i>	In House	49	49	PCC	553	50	3,072
4	MELANIE DR <i>Melanie Drive</i>	In House	51	51	PCC	399	40	1,773
5	WINDING TRL <i>Winding Trail</i>	In House	49	49	PCC	499	30	1,663
6	CONNIE LN <i>Highland Meadows</i>	In House	51	51	PCC	906	32	3,221
7	CENTRAL DR <i>Central Drive</i>	In House	53	53	PCC	595	40	2,644
8	MILL CREEK DR <i>Mill Creek</i>	In House	58	70	PCC	606	30	2,020

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
8	MILL CROSSING W <i>Mill Creek</i>	In House	70	70	PCC	813	30	2,710
8	MILL SPRINGS CT <i>Mill Creek</i>	In House	70	70	PCC	531	63	3,717
8	MILL VIEW CT <i>Mill Creek</i>	In House	69	69	PCC	195	55	1,192
8	MILL VIEW DR <i>Mill Creek</i>	In House	53	53	PCC	520	32	1,849
9	INDUSTRIAL BLVD <i>Industrial Boulevard</i>	In House	56	56	PCC	1,250	42	5,833
10	MAPLE LN <i>Summertree</i>	In House	56	70	PCC	942	47	4,919
10	COTTONWOOD LN <i>Summertree</i>	In House	65	65	PCC	580	30	1,933
11	TREEMONT CIR <i>The Woods</i>	In House	58	58	PCC	583	37	2,397
11	TREEMONT CT <i>The Woods</i>	In House	56	56	PCC	614	47	3,206
12	CROSSGATE CIR S <i>Woodland Hills Crack Seal</i>	In House	85	85	PCC	570	32	2,027
12	EASTONBURY CT <i>Woodland Hills Crack Seal</i>	In House	60	60	PCC	252	56	1,568
12	MARTIN PKWY <i>Woodland Hills Crack Seal</i>	In House	56	56	PCC	320	46	1,636

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
12	PARK VIEW CT <i>Woodland Hills Crack Seal</i>	In House	62	69	PCC	540	47	2,820
12	QUEENSBURY WAY CT <i>Woodland Hills Crack Seal</i>	In House	67	67	PCC	180	53	1,060
12	CROSSGATE CIR N <i>Woodland Hills Crack Seal</i>	In House	69	80	PCC	988	32	3,513
12	SUMMIT HILL CT <i>Woodland Hills Crack Seal</i>	In House	77	77	PCC	182	56	1,132
13	BUGLE LN <i>Bugle Lane</i>	In House	57	57	PCC	357	30	1,190
14	CHATSWORTH CT E <i>Chatsworth Court E</i>	In House	59	59	PCC	362	36	1,448
15	PONDEROSA ST <i>Pecan Park II</i>	In House	59	59	PCC	254	30	847
16	WESTGROVE LN <i>Westgrove Lane</i>	In House	60	60	PCC	561	30	1,870
17	SYCAMORE DR <i>Arbor Estates II</i>	In House	61	61	PCC	749	56	4,660
17	POPLAR LN <i>Arbor Estates II</i>	In House	70	70	PCC	448	30	1,493
18	BALLANTRAE DR <i>Highland Meadows</i>	In House	61	61	PCC	428	30	1,427
18	CONNIE LN <i>Highland Meadows</i>	In House	66	66	PCC	452	32	1,607

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
18	EDINBURGH DR <i>Highland Meadows</i>	In House	65	65	PCC	452	32	1,607
18	KENSHERE DR <i>Highland Meadows</i>	In House	67	67	PCC	508	30	1,693
18	WHITEHAVEN DR N <i>Highland Meadows</i>	In House	68	68	PCC	195	30	650
19	THAMES TRL <i>Thames Trail</i>	In House	61	69	PCC	1,727	32	6,140
20	CHAPARRAL ST <i>Briarwood</i>	In House	62	62	PCC	358	30	1,193
20	QUAILS PATH <i>Briarwood</i>	In House	62	64	PCC	492	30	1,640
20	QUALITY HILL RD <i>Briarwood</i>	In House	66	66	PCC	1,240	28	3,858
21	MILL VALLEY CT <i>Mill Valley</i>	In House	60	60	PCC	340	55	2,078
21	MILL VALLEY DR E <i>Mill Valley</i>	In House	66	66	PCC	437	30	1,457
21	MILL VALLEY DR W <i>Mill Valley</i>	In House	62	62	PCC	622	30	2,073
22	STILL POINT LN <i>Longwood Estates</i>	In House	77	77	PCC	555	41	2,528
22	UPLAND LN <i>Longwood Estates</i>	In House	86	86	PCC	452	58	2,913

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
22	LONGWOOD DR <i>Longwood Estates</i>	In House	63	63	PCC	665	39	2,882
22	GLENVIEW LN <i>Longwood Estates</i>	In House	77	77	PCC	479	58	3,087
22	BROADOAK WAY <i>Longwood Estates</i>	In House	65	80	PCC	1,551	32	5,515
22	WANDERING WAY <i>Longwood Estates</i>	In House	64	64	PCC	522	38	2,204
22	MEADE DR <i>Longwood Estates</i>	In House	66	66	PCC	836	38	3,530
23	GLADE RD <i>Glade Concrete</i>	In House	64	70	PCC	668	40	2,969
24	COLTS NECK CT <i>The Oaks</i>	In House	63	63	PCC	255	30	850
24	HUNTER TRL <i>The Oaks</i>	In House	66	70	PCC	1,472	30	4,907
25	TARRANT LN <i>Tarrant Lane</i>	In House	64	68	PCC	1,503	38	6,346
26	FREEMONT CT <i>Westmont Addition</i>	In House	65	65	PCC	364	52	2,103
26	WESTMONT DR <i>Westmont Addition</i>	In House	66	66	PCC	447	27	1,341
26	COMPTON CT <i>Westmont Addition</i>	In House	64	66	PCC	246	52	1,421

Crack Seal

		Projected Cost	PCI Low	PCI High	Surface Type	Segment Length	Pavement Width	Total Yards
27	WILLIAMS PL <i>Remington Park</i>	In House	67	67	PCC	372	30	1,240
27	CHESTNUT BND <i>Remington Park</i>	In House	67	70	PCC	405	30	1,350
28	WALDON CT <i>Waldon Court</i>	In House	67	67	PCC	297	21	693
29	SUMMERBROOK DR <i>Summerbrook Drive</i>	In House	68	68	PCC	662	30	2,207
30	ST ANDREWS CT <i>St Andrews Court</i>	In House	68	68	PCC	789	30	2,630
31	COACHMAN LN <i>Coachman Lane</i>	In House	69	69	PCC	696	31	2,397
32	CRANBROOK DR W <i>Cranbrook Drive W</i>	In House	66	66	PCC	1,149	40	5,107
33	PROFESSIONAL CT <i>Professional Court</i>	In House	70	70	PCC	341	54	2,046
34	STILLWATER CIRCLE <i>Stillwater Circle</i>	In House	70	70	PCC	301	22	736
35	REGIMENT PL <i>Regiment Place</i>	In House	70	70	PCC	681	30	2,270

Exhibit B
2018 Local Street Maintenance Program
Identified Projects



Exhibit C

2018 Local Street Maintenance Program

Mill and Overlay Identified Projects

PROJECT LIST

Priority	Road Name	PCI 2017
1	BLUEBONNET DR	24-85
2	STAFFORD DR	36
3	MANNING DR	47
4	WHITE DR	36-60
5	BRANSFORD RD	69
6	VAN OAKS DR	34-74
7	TIMBERLINE DR N and S	34-73
8	COOKS LN	53
9	WALLER LN	47
10	JIM MITCHELL TRL E and W	44-66
11	PONDEROSA ST	44-89
12	PARK CT	61
13	HARDAGE LN	63
14	RONNA CT	66
15	GREEN WAY CT	47
16	CREST CT	53
17	BUTLER CT	65
18	PLANTATION DR S	66
19	COPPERWOOD CT	69
20	SAVANNAH CT	69
21	ROSS DOWNS DR	60
22	BILL SIMMONS RD	68
23	PATTERSON LN	67-72

Exhibit D
2018 Local Street Maintenance Program
Overlay Identified Projects

PROJECT LIST

Priority	Road Name	PCI 2017
1	THOMPSON TER	29
2	OAK TIMBERS CT	35-38
3	WAYNE DR	41
4	OAK KNOLL DR	35-55
5	BOWMAN DR	42
6	CURTIS RD	51
7	HERBERT RD	59
8	BEHRENS CT	56
9	BEHRENS RD	57-68
10	BEVERLY DR	47-59
11	LETA LN	66-75
12	SUELLEN CIR	70
13	ACUFF LN	61
14	FELPS DR	66-67
15	LLOYD CIR	61-72
16	CHERRY LN	63-72
17	ROSE ST	75
18	MARANATHA CT	69
19	BOGART DR	67

Exhibit E

2018 Local Street Maintenance Program

Micro-Resurface Identified Projects

PROJECT LIST

Priority	Subdivision	Road Name	PCI 2017	Priority	Subdivision	Road Name	PCI 2017
1	PLYMOUTH HILLS	CHESHIRE DR	42-56	7	WOODLAND HILLS NW	CARISBROOK CT	80
		DEVON DR	68			CUMBERLAND CT	79
		DORSET DR	71			EATON CIR	62-76
		DURHAM DR	47-57			WILTON WOODS CT	87
		WARWICK AVE	63	8	WOODLAND HILLS NE	CHRISMAC WAY	79
		YORK DR	34-83			LEXINGTON PKWY	74-79
2	WOODBRIAR ESTATES N	BRIARCLIFF LN	84			N PEMBROOKE PKWY N	79
		BRIARHAVEN LN	76			PEMBROOKE PKWY S	82
		BRIARWICK LN	89-97			W PEMBROOKE PKWY W	78
		GREENBRIAR CT	84	9	WOODLAND HILLS SW	BECKLEY CT	93
		GREENBRIAR LN	75-94			GLEN DALE DR	92
		OAKBRIAR LN	82			OXFORD CT	87
		OAKBRIAR LN	95			SCARBOROUGH LN W	78-92
		OAKBRIAR LN	97			WOODLAND HEIGHTS CIR	68
		OAKBRIAR LN	98	10	MARTIN PARKWAY	MARTIN PKWY	52-89
		ROSEBRIAR LN	72	11	SADDLEBROOK S	BRIAR RIDGE DR	87-94
		SWEETBRIAR LN	48			CHIMNEY ROCK CT	91
3	WOODBRIAR ESTATES S	BRIARBROOK CT	76			HIDDEN VALLEY CT	87
		FALCON CT	79			HUNTERS GLEN CT	83
		OAKBRIAR LN	86-97			INWOOD DR	88-95
		RAVEN CT	85			MOCKINGBIRD LN	62-82
		WOODBRIAR CT	79			RODED DR	83-91
		WOODBRIAR LN	88-93			SADDLEBROOK DR	85-94
4	OAK KNOLL N	CEDAR CT	88			SHADOW RIDGE DR	91-92
		JO WILL ST	61-58			SOUTHWOOD E	98
5	HIDDEN ACRES	HIX CT	70			SOUTHWOOD W	98-99
		HOLLY LN	64-81			SUMMERTREE CT	74
6	WOODLAND HILLS SE	BOWDEN HILL LN E	67-98			WILCREST CT	92
		BOWDEN HILL LN N	77			WOODVALE CT	95
		LANGLEY HILL LN	58	12	SADDLEBROOK N	BROOKHOLLOW DR	97-100
		MIDDLETON WAY	82			GREEN MEADOW E	98
						GREEN MEADOW N	92
						GREEN MEADOW W	90-96
						NORTH HAVEN DR	90

Exhibit F
2018 Local Street Maintenance Program
Base Repairs Identified Projects

PROJECT LIST

Priority	Road Name	PCI 2017
1	MCDONWELL SCHOOL RD W	43-70
2	CHEEK SPARGER RD JACKSON TO HERITAGE	19-65
3	CHEEK SPARGER RD BEDFORD TO JACKSON	51-58
4	JOHN MCCAIN RD	44-55
5	JACKSON RD	67
6	MID-CITIES BLVD	69

Exhibit G

2018 Local Street Maintenance Program

Crack Seal Identified Projects

PROJECT LIST

Priority	Subdivision	Road Name	PCI 2017	Priority	Subdivision	Road Name	PCI 2017
1	APPLE VALLEY RUSTIC OAKS	APPLE VALLEY DR	68	14	CHATSWORTH COURT E	CHATSWORTH CT E	59
		ELM ST	65-80	15	PECAN PARK II	PONDEROSA ST	59
		LIVE OAK DR	27-53	16	WESTGROVE LN	WESTGROVE LN	60
		RUSTIC TRL	40-68	17	ARBOR ESTATES II	POPLAR LN	70
		VALLEY VIEW DR S	28-63			SYCAMORE DR	61
		VALLEY VIEW DR W	47	18	HIGHLAND MEADOWS	BAILANTRAE DR	61
2	MONTICELLO	CHARLOTTESVILLE AVE	57-70			CONNIE LN	66
		COVINGTON WAY	70			EDINBURGH DR	65
		JEFFERSON CIR	48			KENSHIRE DR	67
		JEESBURG DR	69			WHITEHAVEN DR N	68
		LINCOLN CT	63	19	THAMES TRAIL	THAMES TRL	61-69
		MADISON SQ	53	20	BRIARWOOD	CHAPARRAL ST	62
		MONTICELLO PKWY	49			QUAILS PATH	62-64
		TILLMAN HILL CT	58			QUALITY HILL RD	66
		TILLMAN HILL RD	51-68	21	MILL VALLEY	MILL VALLEY CT	60
		VAN BUREN CT	67			MILL VALLEY DR E	66
		VIRGINIA SQ	56			MILL VALLEY DR W	62
		WILLIAMSBURG CT	55	22	LONGWOOD ESTATES	BROADDOAK WAY	65-80
3	TWELVE OAKS LANE	TWELVE OAKS LN	49			GLENVIEW LN	77
4	WINDING TRAIL	WINDING TRL	49			LONGWOOD DR	63
5	MELANIE DRIVE	MELANIE DR	51			MEADE DR	66
6	HIGHLAND MEADOWS	CONNIE LN	51			STILL POINT LN	77
7	CENTRAL DRIVE	CENTRAL DR	53			UPLAND LN	86
8	MILL CREEK	MILL CREEK DR	58-70			WANDERING WAY	64
		MILL CROSSING W	70	23	GLADE ROAD	GLADE RD	64-70
		MILL SPRINGS CT	70	24	THE OAKS	COLTS NECK CT	63
		MILL VIEW CT	69			HUNTER TRL	66-70
		MILL VIEW DR	53	25	TARRANT LANE	TARRANT LN	64-68
9	INDUSTRIAL BOULEVARD	INDUSTRIAL BLVD	56	26	WESTMONT ADDITION	COMPTON CT	64
10	SUMMERTREE	COTTONWOOD LN	65			FREEMONT CT	65
		MAPLE LN	56-70			WESTMONT DR	66
11	THE WOODS	TREEMONT CIR	58	27	REMINGTON PARK	CHESTNUT BND	67-70
		TREEMONT CT	56			WILLIAMS PL	67
12	WOODLAND HILLS	CROSSGATE CIR N	69-80	28	WALDON COURT	WALDON CT	67
		CROSSGATE CIR S	85	29	SUMMERBROOK DRIVE	SUMMERBROOK DR	68
		EASTONBURY CT	60	30	ST ANDREWS COURT	ST ANDREWS CT	68
		MARTIN PKWY	56	31	COACHMAN LANE	COACHMAN LN	69
		PARK VIEW CT	62-69	32	CRANBROOK DRIVE W	CRANBROOK DR W	66
		QUEENSBURY WAY CT	67	33	PROFESSIONAL COURT	PROFESSIONAL CT	70
		SUMMIT HILL CT	77	34	STILLWATER CIRCLE	STILLWATER CIRCLE	70
13	BUGLE LANE	BUGLE LN	57	35	REGIMENT PLACE	REGIMENT PL	70



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 10/17/2017

Number Ordinance O-17-2032

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from the R-20 Single Family Residential zoning district to the CPO Professional Office zoning district on Lot 24, Block 2, of the Fair Way Addition, located at 8308 Precinct Line Road, Case ZC17-015

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

There was one speaker in opposition to this item at the October 10, 2017 City Council Meeting.

First Reading and Public Hearing

Juan and Lillianne Garcia, the applicants, have submitted a request to rezone approximately 0.4614 acres (20,100 square feet), located at 8303 Precinct Line Road, from the Single Family Residential (R-20) district to the Professional Office (CPO) district. The applicant is seeking a zoning change so they can convert the existing residential structure into a professional office.

Existing Conditions/Background: The subject property is currently platted as Lot 24, Block 2, of the Fair Way Addition. The applicant proposes to renovate the existing residential structure into an office and add any site improvements required in the Land Development Code appropriate for office use. The current zoning would not allow an office use.

Proposed Zoning Change:

Request – Single Family Residential (R-20) to Professional Office (CPO).

Ordinance – Section 3.17.D in the Schedule of District Regulations in the Land Development Code establishes the following regulations for the Professional Office Commercial (CPO) district:

Purpose: This district is designed to be compatible adjacent to or near residential areas and to provide office services needed by homeowners on a usual basis. The lot size maximum is small to encourage small-scale developments and hours of operation do not permit businesses to be open at night.

Minimum Lot Area:	7,200 square feet
Maximum Lot Area:	1 acre (43,560 sq/ft)
Minimum Lot Width:	100 feet
Minimum Lot Depth:	120 feet
Minimum Front Yard Setback:	40 feet
Minimum Side Yard Setbacks:	25 feet
Minimum Rear Yard Setback:	25 feet
Maximum Lot Coverage:	40 percent

Analysis – The subject property meets all of the minimum requirements described for the requested CPO designation. This request continues recent development patterns along this portion of Precinct Line Road.

Surrounding Development: Seven of the eleven parcels with frontage along this block of Precinct Line Road have R-20 zoning. Four of the seven parcels with R-20 zoning currently maintain residential structures. The remaining properties along this block of Precinct Line Road have commercial zoning (CC-1, CC-2, & PUD-C). Properties across Precinct Line Road, in North Richland Hills, have developed commercially with a Wells Fargo Bank, Wal-Mart, Target, and small commercial strip center comprising the closest developed properties.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property and all the surrounding property on the same block for future commercial use. The proposed rezoning brings the property into conformance with the comprehensive plan. The proposed rezoning request complies with the density policy stated in the Comprehensive Plan.

Fees: Park Land Dedication fees are not required for the subject property.

Tree Preservation: Any future development of the subject property must comply with Chapter 5 (Tree Preservation) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Public Notification: Staff mailed notices to all property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property on Friday, August 25, 2017 regarding this request. Staff notified Keller ISD per state law, which serves the subject property. Notice was published in the *Fort Worth Star-Telegram* on Saturday, August 26, 2017 as required by State law and the Land Development

Code. To date, staff has not received any correspondence for this item.

Staff Recommendation: Staff recommends approval of the zoning change request based on the following findings:

- The requested zoning change conforms to the Future Land Use Plan and stated goals described in the *Destination Colleyville* Plan.
- The requested zoning change poses no adverse collateral effects on the surrounding properties.
- The requested zoning change complements recent development trends in the surrounding properties and along Precinct Line Road.
- The subject property does not contain any characteristics requiring variances from the regulations described in the Land Development Code for the Professional Commercial Office (CPO) zoning district.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommends approval of the request by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Zoning Exhibit
6. Notification Map
7. Notification List
8. Property Owner Notification
9. Legal Notice
10. Ordinance O-17-2032

Aerial Map



ZC17-015

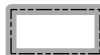
8308 Precinct Line Road

DISCLAIMER:

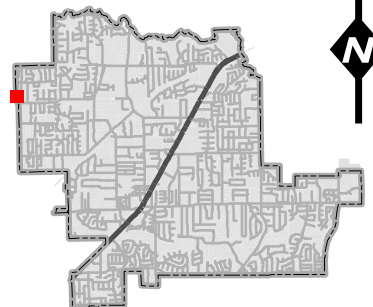
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



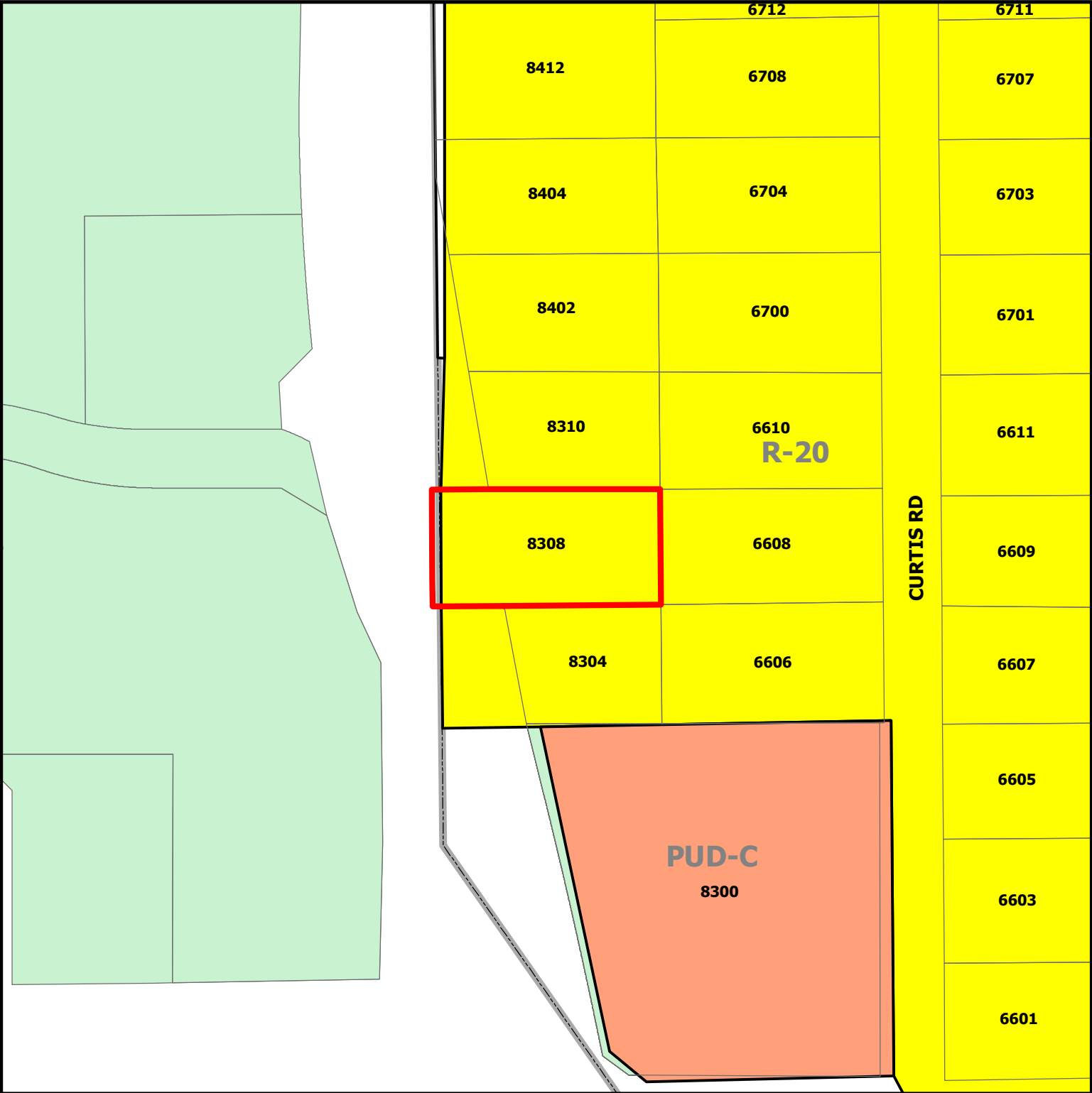
Subject Property



City Limit



Zoning Map

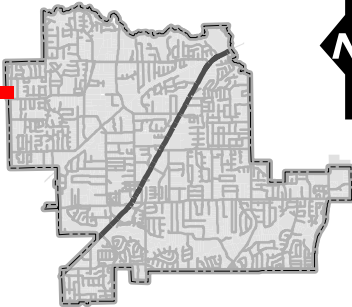


ZC17-015

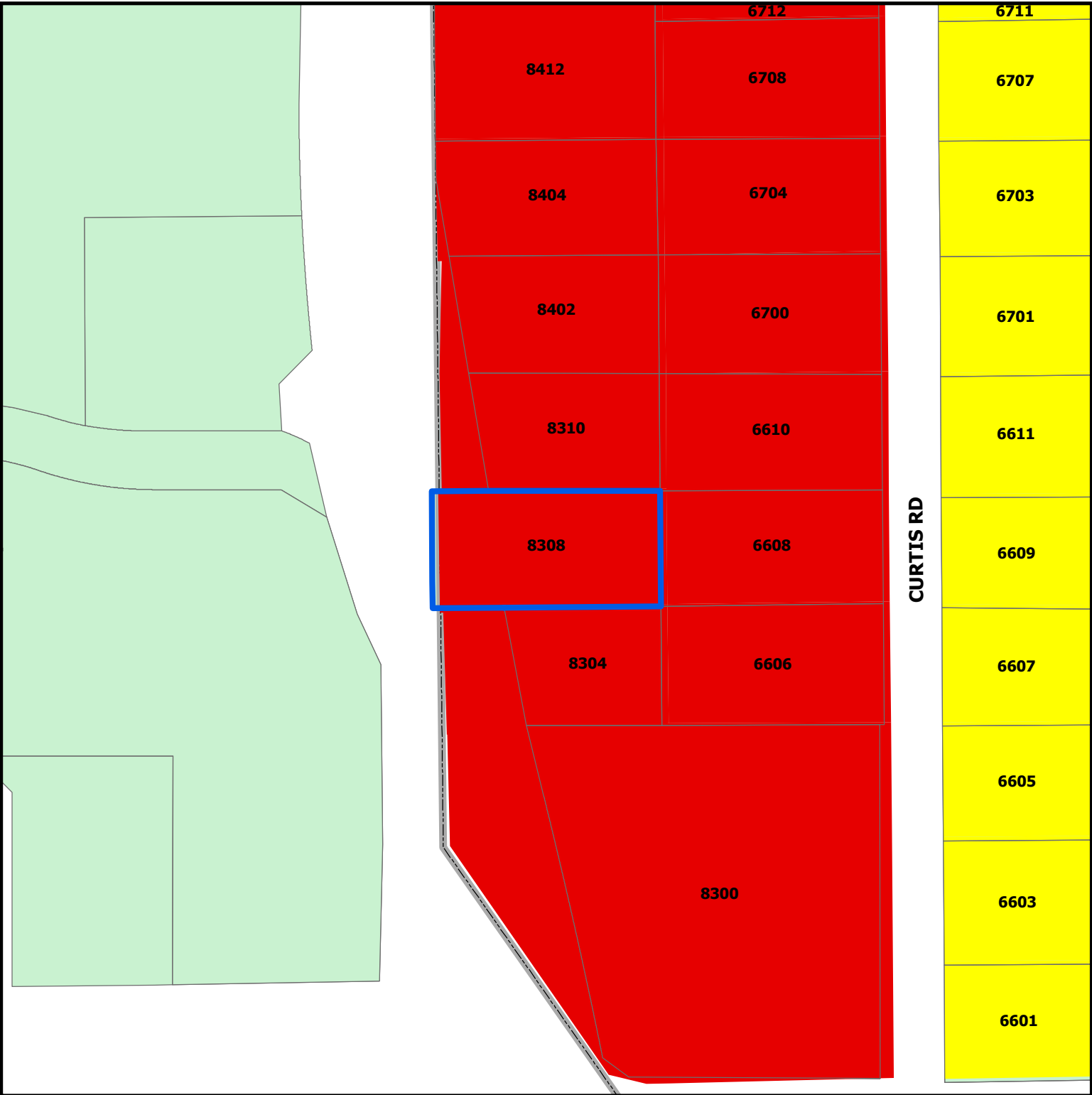
8308 Precinct Line Road

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-  Subject Property
-  City Limit



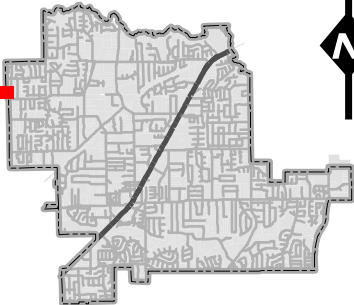
Future Land Use Map



ZC17-015

8308 Precinct Line Road

-  Subject Property
-  Residential
-  Commercial
-  City Limit



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Statement of Planning Objectives

June 20, 2017

Shane Pace
City Of Colleyville
1000 Main Street
Colleyville, TX. 76034

Juan and Lillianne Garca, 8308 Precint Line Zoning Change
Statement of Planning Objective

On LOT 25 BLOCK 2 the work planned or required is as follows:

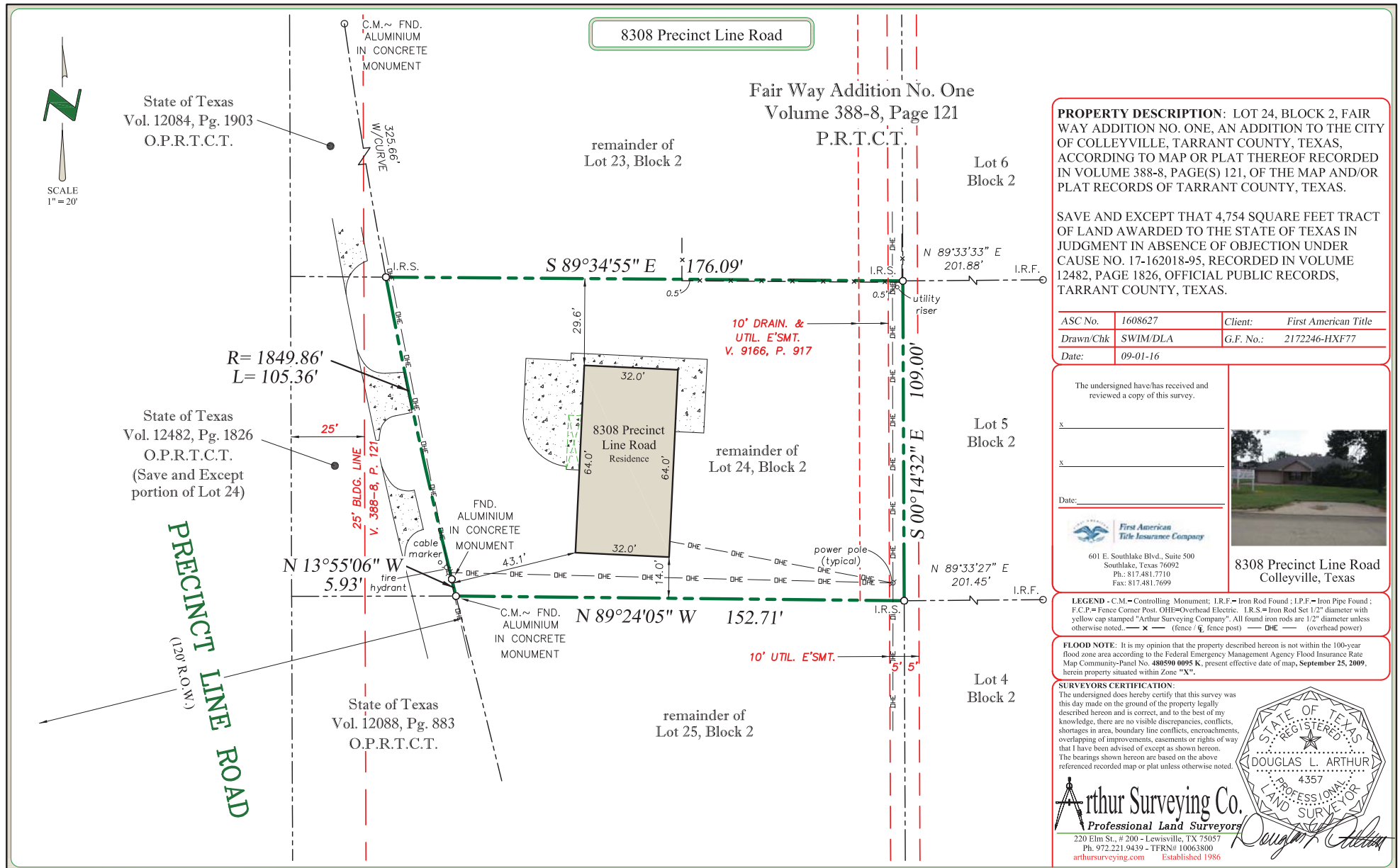
- a) Convert existing building to an ADA compliant facility,
- b) Construct parking lot and fire lane per fire department requirements

Juan P Garcia

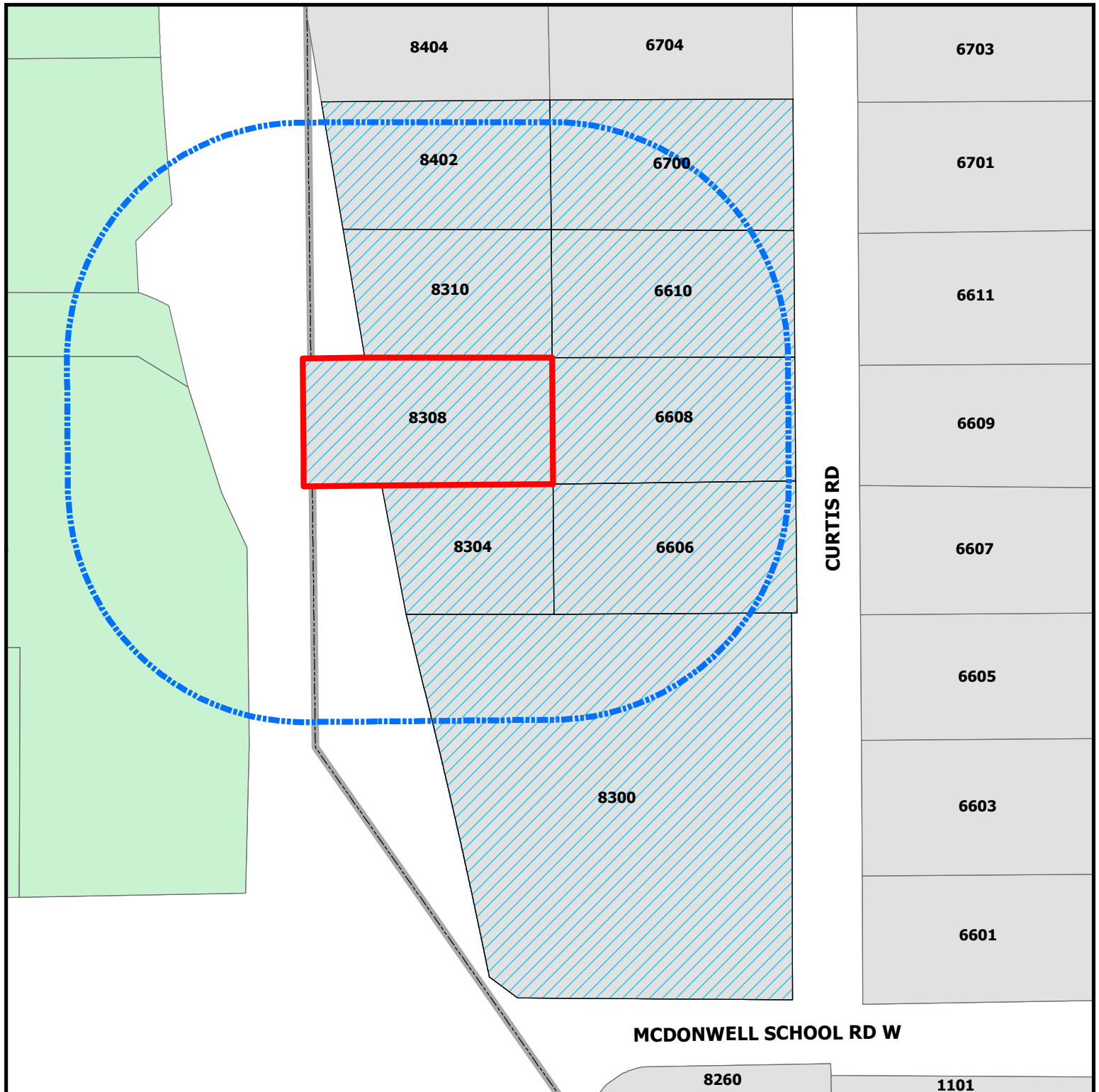
Lillianne Garcia
8308 Precint Line Rd
Colleyville TX 75034

ZONING EXHBIT FOR ZONING CHANGE
REQUEST FROM R-20 TO COMMERCIAL

Zoning Exhibit

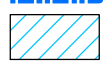


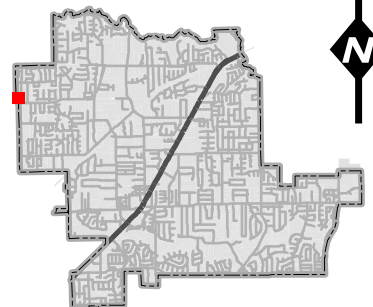
Notification Map



ZC17-015

8308 Precinct Line Road

-  Subject Property
-  200ft Buffer
-  Properties within 200ft
-  City Limit



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Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
COX, FRANKLIN L	6608 CURTIS RD	COLLEYVILLE, TX	76034	6608 CURTIS RD
ECHEVARRIA SOLO 401K TRUST	1527 WINDSOR FOREST TR	ROANOKE, TX	76262	8308 PRECINCT LINE RD
ALECU, MARIUS	6308 REMINGTON PKWY	COLLEYVILLE, TX	76034	8304 PRECINCT LINE RD
DIZON, MARIO S	5280 AREZZO DR	SAN JOSE, CA	95138	8300 PRECINCT LINE RD
ALECU, MARIUS NMI	6308 REMINGTON PKWY	COLLEYVILLE, TX	76034	6700 CURTIS RD
GALE, THOMAS J	8402 PRECINCT LINE RD	COLLEYVILLE, TX	76034	8402 PRECINCT LINE RD
DENISON, ANITA MARIE	12824 MIDWAY RD APT 1140	DALLAS, TX	75244	6610 CURTIS RD
ALECU FAMILY TR	6308 REMINGTON PKWY	COLLEYVILLE, TX	76034	6606 CURTIS RD
HARRELL, EDWARD L	8310 PRECINCT LINE RD	COLLEYVILLE, TX	76034	8310 PRECINCT LINE RD
GARCIA, JUAN AND LILLIANNE	1527 WINDSOR FOREST TRAIL	ROANOKE, TX	76262	APPLICANT
KELLER ISD	350 KELLER PARKWAY	KELLER, TX	76248	STATE LAW REQUIRED

Public hearing notices were mailed Friday,
August 25, 2017 by Araceli Botello

Property Owner Notification



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC17-015
Applicant: Juan and Lillianne Garcia
Owner: Juan and Lillianne Garcia
Location: 8308 Precinct Line Road
Property Description: Lot 24, Block 2, of the Fair Way Addition
Present Zoning: R-20 Single Family Residential District
Request: Consideration of a zoning change from the R-20 Single Family Residential zoning district to the CPO Professional Office zoning district. The purpose of the zoning change request is to renovate the house and convert it for future office development.

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

Planning and Zoning Commission Meeting: Monday, September 11, 2017 at 7:00 p.m.
City Council Meeting: Tuesday, October 10, 2017 & Tuesday, October 17, 2017 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

This notice has been sent to all owners of real property within 200 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 200 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. For additional information, please contact the Community Development Department at 817.503.1052. Please reference the zoning case number when requesting information.

Ben Bryner
Community Development Director
bbryner@colleyville.com

Legal Notice

August 25, 2017

SENT VIA EMAIL on Friday, August 25, 2017

Christine Lopez
Legal Notices
Fort Worth Star-Telegram
400 W. Seventh Street
Fort Worth, TX 76102

Dear Christine:

Please publish and furnish an affidavit (N.E. Section):

Saturday, August 26, 2017

The City of Colleyville Planning and Zoning Commission gives notice of a Public Hearing on Monday, 9/11/17 at 7:00 p.m. at City Hall, 100 Main Street, Colleyville, Texas:

Case ZC17-015 - Consideration of a zoning change from the R-20 Single Family Residential zoning district to the CPO Professional Office zoning district on Lot 24, Block 2, of the Fair Way Addition, located at 8308 Precinct Line Road

Case ZC17-016 - Consideration of a zoning change from the CC-1 Village Retail zoning district to the CC-2 Shopping Center zoning district on Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard

Case ZC17-017 - Consideration of a zoning change from the AG Agricultural zoning district to the R-20 Single Family Residential zoning district on Tract 2D & 2D3, Abstract 233, in the D R Blanton Survey, located at 5209 Bluebonnet Drive

The City Council will hold a Public Hearing on the above items on 10/10/17 and 10/17/17 at 7:30 p.m. at City Hall, 100 Main Street, Colleyville, Texas.

All interested citizens will be given the opportunity to speak and be heard.

CITY OF COLLEYVILLE



Araceli Botello
Planning Technician

ORDINANCE O-17-2032

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.46 ACRES, BEING LOT 24, BLOCK 2, OF THE FAIR WAY ADDITION, LOCATED AT 8303 PRECINCT LINE ROAD, FROM THE R-20 SINGLE FAMILY RESIDENTIAL DISTRICT TO THE CPO PROFESSIONAL OFFICE 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 ZC17-015; and

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

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

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan 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 0.46 acres, being Lot 24, Block 2, of the Fair Way Addition, located at 8303 Precinct Line Road, from the R-20 Single Family Residential District to the CPO Professional Office 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 10th day of October 2017.

The second reading and public hearing being conducted on the 17th day of October 2017.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 3, Kathy Wheat	_____	Place 6, Mike Taylor	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

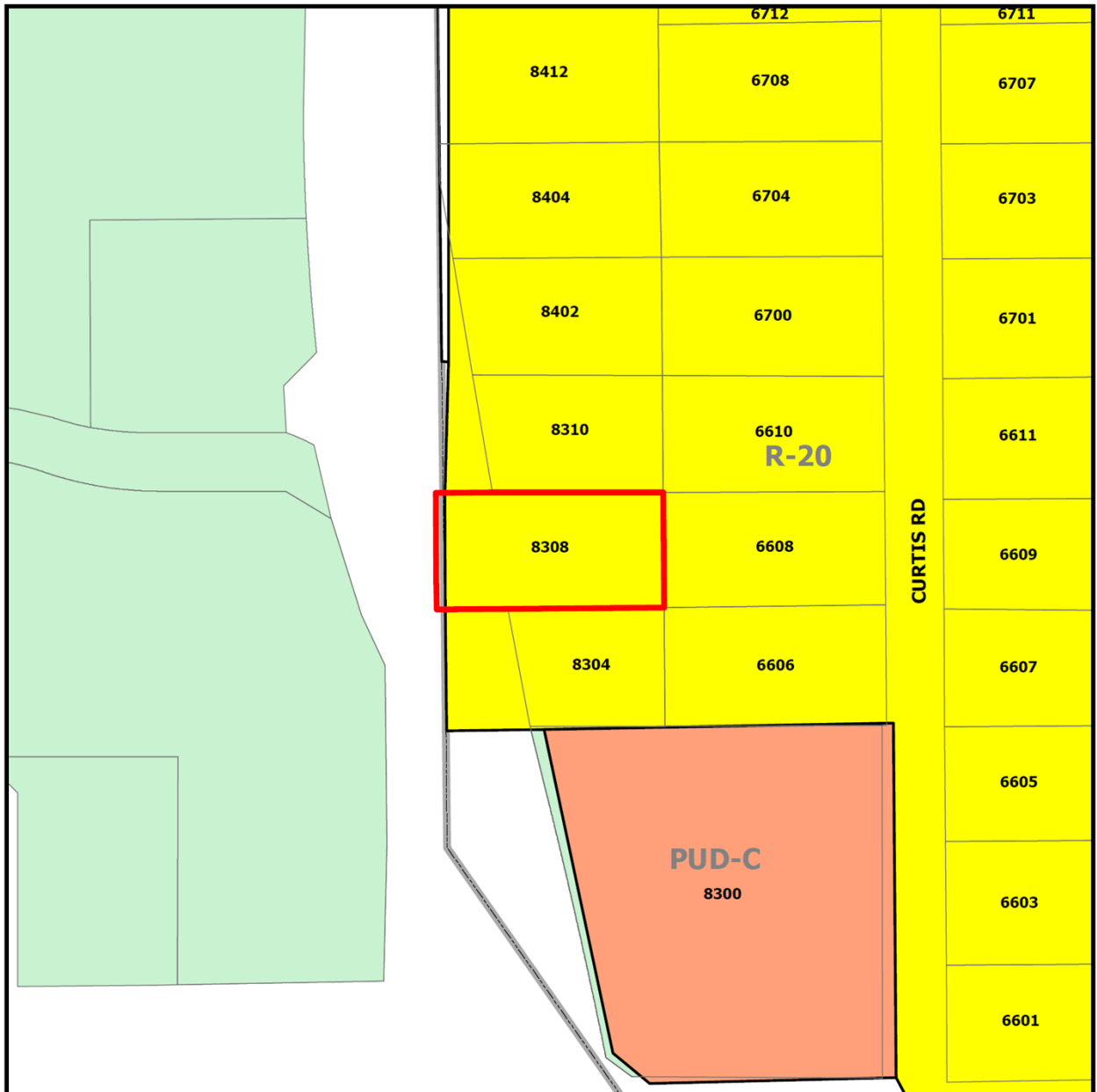
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"- Zoning Map



ZC17-015
8308 Precinct Line Road

DISCLAIMER:
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 Subject Property
 City Limit



[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 10/17/2017

Number Ordinance O-17-2033

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from the CC-1 Village Retail zoning district to the CC-2 Shopping Center zoning district on Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC17-016

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the October 10, 2017 City Council Meeting.

First Reading and Public Hearing

Stephen McGuirk, the applicant, has submitted a request to rezone approximately 0.45 acres (19,603 square feet), located at 4917 Colleyville Boulevard, from the Village Retail (CC-1) district to the Shopping Center (CC-2) district. The applicant desires the requested zoning change to improve the future development prospects of the subject property.

Existing Conditions/Background: The County records the subject property as Tract 2C03, Abstract 206, in the BBB & C RY Survey. The applicant desires the broader range of available uses in the CC-2 district to better facilitate redevelopment of the site. Uses allowed in CC-2 not currently allowed under the existing CC-1 zoning include:

- Emergency clinics (by right)
- Food catering
- Hardware, electrical & plumbing with outside storage (by SUP)
- Hotels and motels
- Locksmiths
- Nurseries and greenhouses with outside display (by SUP)
- Restaurants with drive-thru or drive-in services
- Veterinarian Clinics with indoor kennels (by right), with outdoor kennels (by SUP)
- Roller or ice skating rinks (by SUP)
- Automotive alarm, stereo, window tinting stores

- Automotive uses by SUP: lube shops, motor vehicle sales, repair shop, boat and water craft sales and services, railroad or motor freight terminals, tire and battery stores

Proposed Zoning Change:

Request – Village Retail (CC-1) to Shopping Center (CC-2).

Ordinance – Section 3.20 in the Schedule of District Regulations in the Land Development Code establishes the following regulations for the Shopping Center (CC-2) district:

Purpose: This district is oriented to general commercial goods and services as well as office, entertainment, and community facility uses. By nature, shopping center tracts are large-scale usually accommodating a large anchor store and several smaller stores. These tracts are generally located at major street intersections.

Minimum Lot Area:	20,000 square feet
Maximum Lot Area:	none
Minimum Lot Width:	150 feet
Minimum Lot Depth:	120 feet
Minimum Front Yard Setback:	40 feet
Minimum Side Yard Setbacks:	15 feet
Minimum Rear Yard Setback:	10 feet
Maximum Lot Coverage:	60 percent
Maximum Height:	2 stories, 35 feet

Analysis – The subject property does not meet the minimum lot width requirement for CC-2 or the existing CC-1 zoning designation. It meets all other requirements described for the requested CC-2 designation.

Surrounding Development: Colleyville Boulevard provides most of the commercial real estate in Colleyville and maintains CC-1 and CC-2 as the primary zoning designations for property adjacent to or near the Colleyville Boulevard right-of-way. Specifically this property has CC-2 zoning to the south along Glade Road and across Colleyville Boulevard to the northwest. The CC-1 designated properties adjoin the property immediately to the south and east and across Old Glade Road to the north. The closest residentially zoned properties reside over 350 feet away on the south side of Glade Road.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property and all the surrounding property on the same block as part of the Colleyville Boulevard Corridor. The proposed rezoning does not alter its conformance with the comprehensive plan.

Fees: Park Land Dedication fees are required for the subject property at the time of

platting.

Tree Preservation: Any future development of the subject property must comply with Chapter 5 (Tree Preservation) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Public Notification: Staff mailed notices to all property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property on Friday, August 25, 2017 regarding this request. Staff notified Grapevine-Colleyville ISD per state law, which serves the subject property. Notice was published in the *Fort Worth Star-Telegram* on Saturday, August 26, 2017 as required by State law and the Land Development Code. To date, staff has not received any correspondence for this item.

Staff Recommendation: Staff recommends approval of the zoning change request based on the following findings:

- The requested zoning change conforms to the Future Land Use Plan and stated goals described in the *Destination Colleyville* Plan.
- The requested zoning change poses no adverse collateral effects on the surrounding properties.
- The requested zoning change complements recent development trends in the surrounding properties and along Precinct Line Road.
- The subject property does not meet the minimum required lot width of the current zoning designation or the requested designation which both require 150 feet. The subject property does not contain any further characteristics requiring variances from the regulations described in the Land Development Code for the Shopping Center (CC-2) zoning district.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommends approval of the request by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map

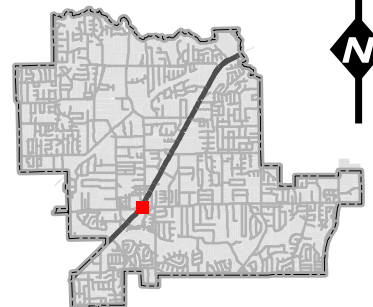
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Photos
6. Zoning Exhibit
7. Notification Map
8. Notification List
9. Property Owner Notification
10. Legal Notice
11. Ordinance O-17-2033

Aerial Map



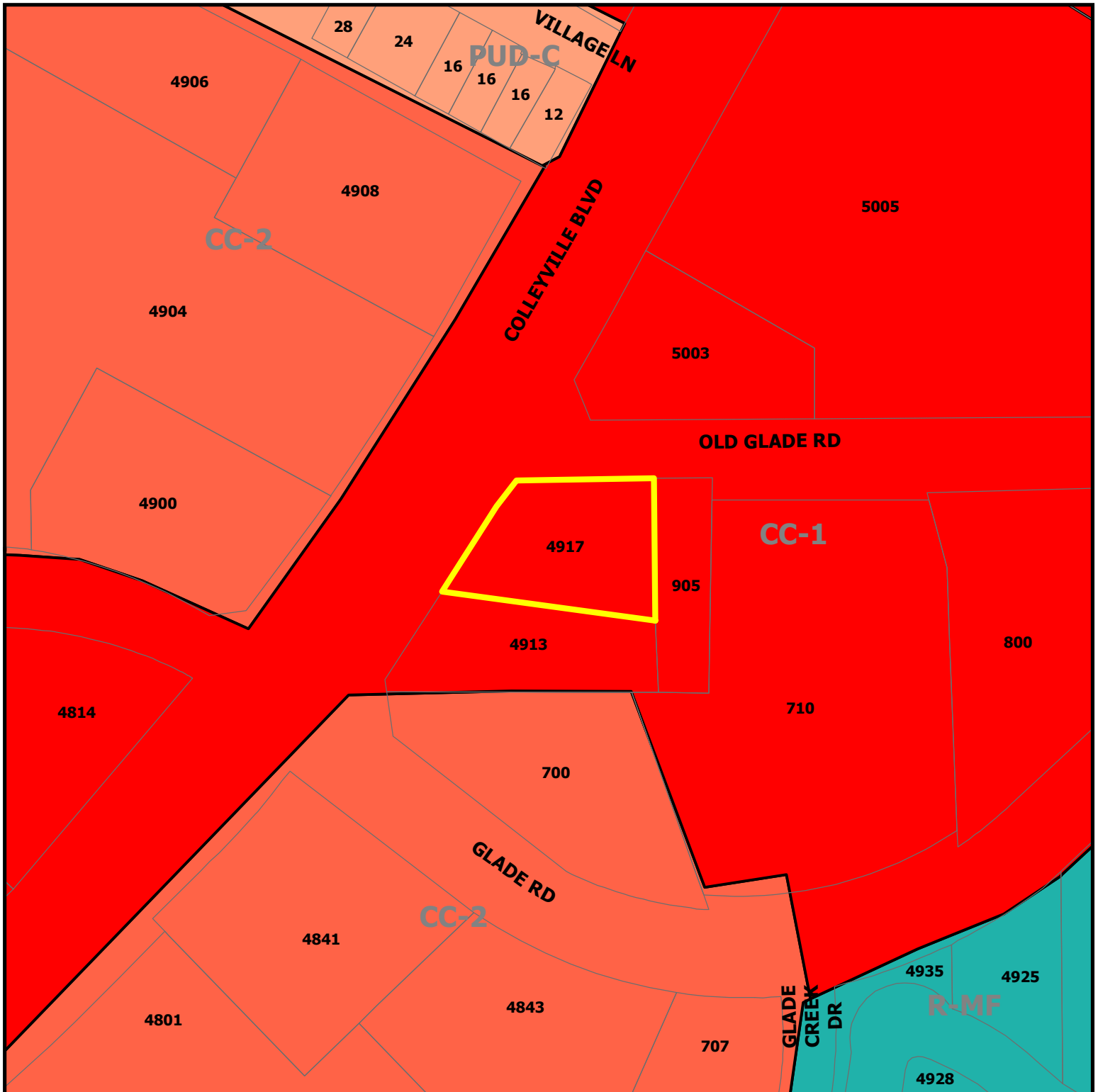
ZC17-016
4917 Colleyville Blvd

 Subject Property



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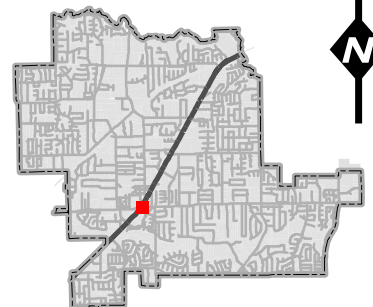
Zoning Map



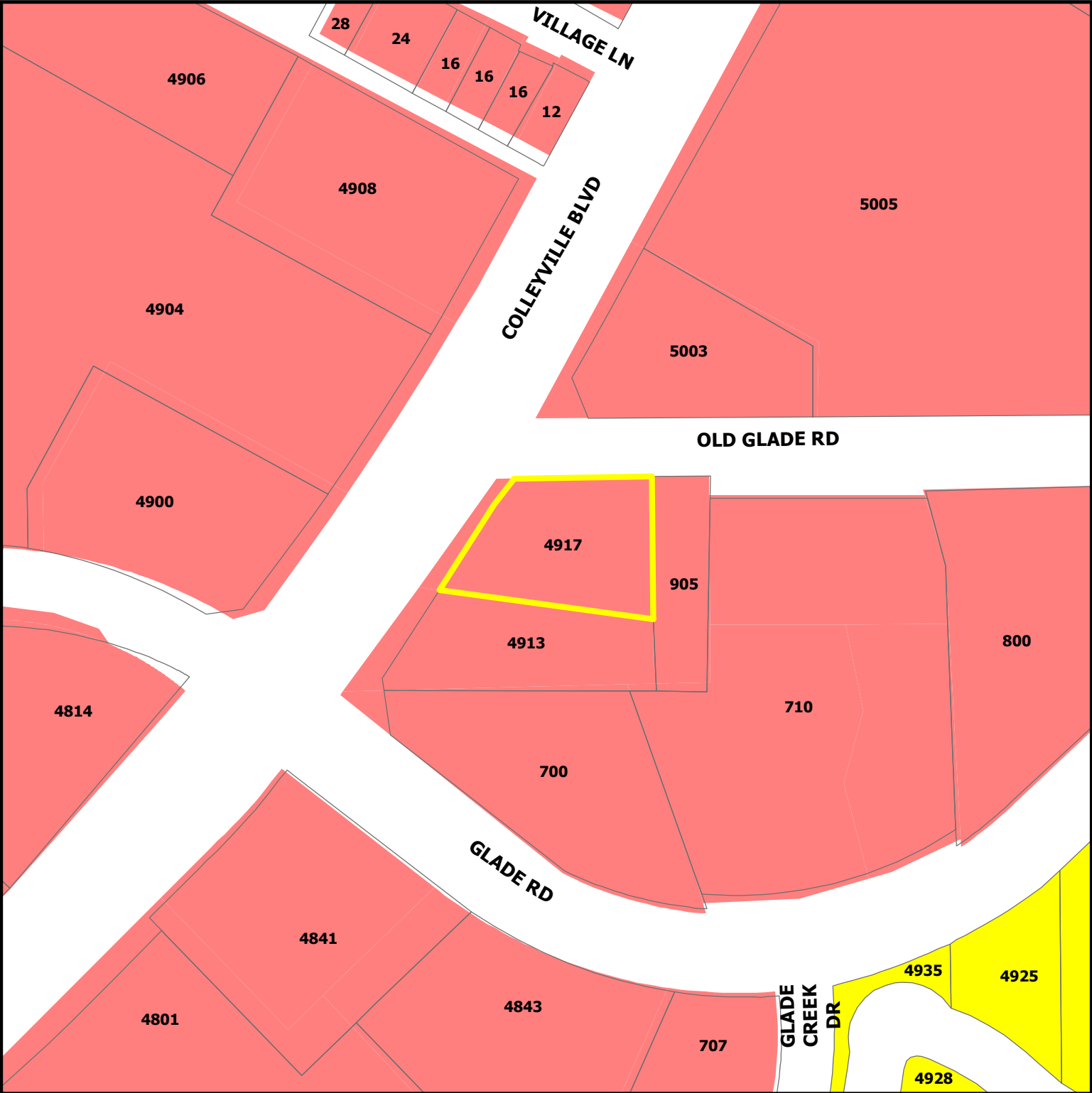
ZC17-016
4917 Colleyville Blvd

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 Subject Property



Future Land Use Map

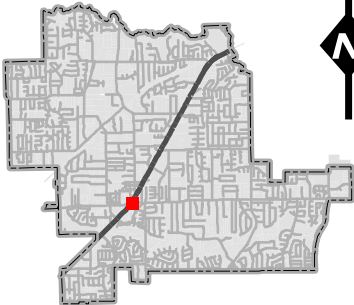


ZC17-016

4917 Colleyville Blvd

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 Subject Property



Statement of Planning Objectives



Statement of Planning Objectives

**4917 Colleyville Boulevard
Colleyville, TX 76034**

This zoning change request is in reference to a 0.46-acre parcel located at the southeast corner of Old Glade Road & Colleyville Boulevard. The subject property consists of existing parking lot pavement and small building foundation remains from the former Sonic Drive-In, which occupied the site until the early-2000's. Due to a multitude of factors described below, the applicant is requesting a zoning change from **CC-1** to **CC-2**.

Despite having frontage along the area's primary traffic route (Colleyville Blvd), the subject property has remained vacant for the last 15+ years. This extended vacancy period can be attributed to multiple site-specific challenges including:

- 1) **Visibility Concerns:** Although the subject property is 0.46 acres in size, the lot is more than twice as deep as it is wide with only 90 feet of frontage along Colleyville Blvd. There is also a moderate downward slope that runs from the front to the rear property line. Coupled with the unique lot dimensions, the downward slope can create some notable visibility challenges for northbound traffic on Colleyville Blvd.
- 2) **Access Concerns:** There is an existing curb cut along both Colleyville Blvd. and Old Glade Rd., each of which provides access to the property. However, southbound traffic on Colleyville Blvd. cannot directly access either of the curb cuts due to the presence of an existing median.
- 3) **Permitted Use Limitations:** While there are a wide variety of permitted uses allowed in the CC-1 district per code (LDC Table 3.24.B), many of these uses aren't feasible options due to the physical uniqueness of the subject property. This is evidenced by the fact that the site has continued to be unoccupied since the early-2000's. At different times over the past six months, the owners of the subject property have been approached by four separate businesses expressing interest in the site, however, each began looking elsewhere as soon as they discover their use would require a zoning change.

It is the applicant's professional opinion that this proposed zoning change would dramatically improve the future development prospects of the subject property. While the permitted uses on CC-1 and CC-2 properties are not drastically different, there are a handful of land use classifications only allowed in CC-2 districts that can feasibly be

Statement of Planning Objectives



developed on the subject property. More specifically, a change to CC-2 zoning would create the opportunity for any of the following to become a permitted use on the subject property (uses in **bold** have expressed interest in site within the past 6 months):

- **Auto Repair Shop**
- **Drive-In/Drive-Thru Restaurant**
- **Veterinarian Clinic**
- **Tire & Battery Store**
- Food Catering
- Hardware Store
- Nurseries/Greenhouses

In conjunction with this Statement of Planning Objectives, the following supporting documents have been provided as separate attachments:

- Completed Zoning Application Packet
- Existing Survey with Legal Description
- Vicinity Map
- Adjacent Property Zoning & Use Map
- \$500.00 Zoning Change Application Fee

Site Photos



Site Photos



Zoning Exhibit

4917 Colleyville Blvd.

Being a 0.46 acre tract of land situated in the BBB & CRR Co. Survey Abstract No. 206, being a portion of a tract of land conveyed to John R. Looney, by deed recorded in Volume 6431, Page 874, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found for corner, said corner being a point in the South line of Glade Road (variable width right-of-way), and being the Northwest corner of a tract of land conveyed to John E. Thompson and wife, Nelda E. Thompson, by deed recorded in Volume 7274, Page 980, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 11 minutes 15 seconds West, along the West line of said Thompson tract, a distance of 140.10 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 3, Block 3, of Village Park Addition, an addition to the City of Colleyville, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume a, Page 1264, Map Records, Tarrant County, Texas;

THENCE North 82 degrees 08 minutes 00 seconds West, along the Northeast line of said Lot 3, a distance of 193.44 feet to a concrete monument found for corner, said corner being a point in the Southeast line of Colleyville Blvd. (variable width right-of-way);

THENCE North 32 degrees 16 minutes 24 seconds East, along the Southeast line of said Colleyville Blvd., a distance of 90.68 feet to an "X" found for corner, said corner being a point in a curve to the left, having a radius of 2,928.79 feet, a delta of 00 degrees 51 minutes 16 seconds, and a chord bearing and distance that bears North 32 degrees 27 minutes 11 seconds East, 43.68 feet;

THENCE along said curve to the left, and along the Southeast line of said Colleyville Blvd. an arc length of 43.68 feet to a concrete monument found for corner, said corner being a point in the intersection of the Southeast line of said Colleyville Blvd. and the South line of said Glade Road;

THENCE North 89 degrees 57 minutes 17 seconds East, along the South line of said Glade Road, a distance of 120.22 feet to the POINT OF BEGINNING containing 20,254 square feet or 0.46 acres of land.

SURVEYOR'S CERTIFICATE

This survey is made relying on information provided by Allegiance Title in connection with the transaction described in GF# 1332162-10GH. The undersigned Registered Professional Land Surveyor (Bryan Connally) hereby certifies to LG Acquisitions, LLC and Allegiance Title that, (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property 4917 Colleyville Blvd. described in Volume 6770, Page 2283, and shown hereon; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon there are no observable protrusions on to the Property or observable protrusions there from, there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements, are shown hereon, and all are located within the boundaries of the Property and setback from the Property lines the distances indicated; (f) the distance from the nearest intersection street or road is as shown; (g) the Property has apparent access to and from a public roadway; (h) recorded easements listed hereon have been labeled and platted hereon; (i) the boundaries, dimensions and other details shown hereon are shown to the appropriate accuracy standards of the State of Texas; (j) the Property is not located in a 100 Year Flood Plain or in an identified "Flood Prone Area" as defined by the U. S. Department of Housing and Urban Development (Flood Insurance Rate Map No. 48439C0095 K) pursuant to the Flood Disaster Protection Act of 1973.

The surveyor expressly understands and agrees that LG Acquisitions, LLC and Allegiance Title are entitled to rely on this survey as having been performed to the appropriate standards of the current (1999 Edition) Texas Society of Professional Surveyors Standards and Specifications for a Texas Land Title Survey as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned.

Executed this 29th day of July, 2013

Bryan Connally
Registered Professional Land Surveyor No. 5513

ACCEPTED BY: _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

C.B.G. Surveying, Inc.
12025 Shiloh Rd. Suite 230
Dallas, Texas 75228
P 214-349-9485 F 214-349-2216
www.cbgsd.com



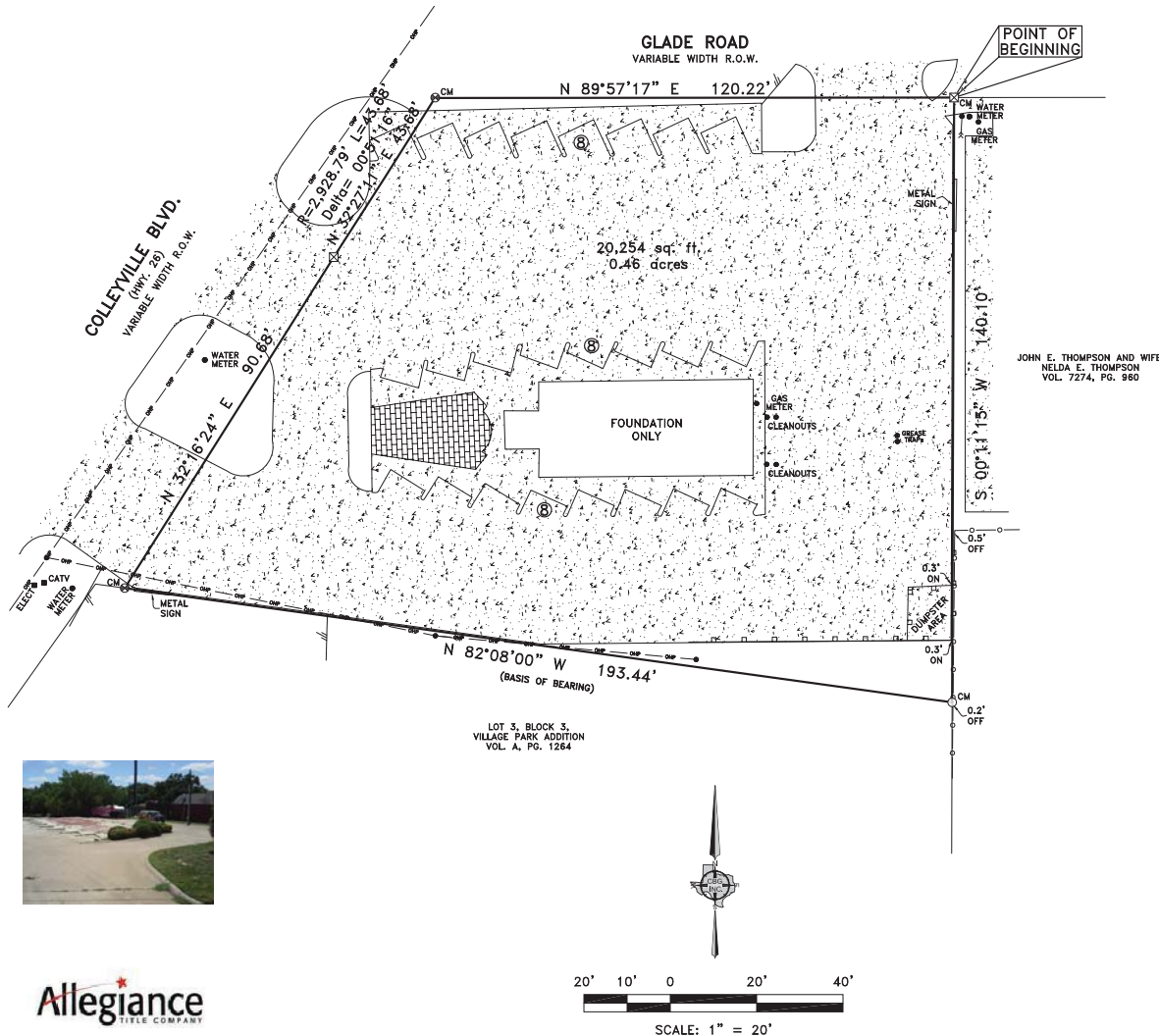
SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1" = 20'	7/29/2013	1304579-1	1332162-10GH	JW

TEXAS LAND TITLE SURVEY

BBB & CRR Co. SURVEY ABST. No. 206

COLLEYVILLE, TARRANT COUNTY, TEXAS

4917 COLLEYVILLE BLVD.



Allegiance
TITLE COMPANY

EASEMENTS RECORDED IN THE FOLLOWING
VOLUMES AND PAGES DO NOT AFFECT THE
ABOVE DESCRIBED PROPERTY
VOL. 1349, PG. 57

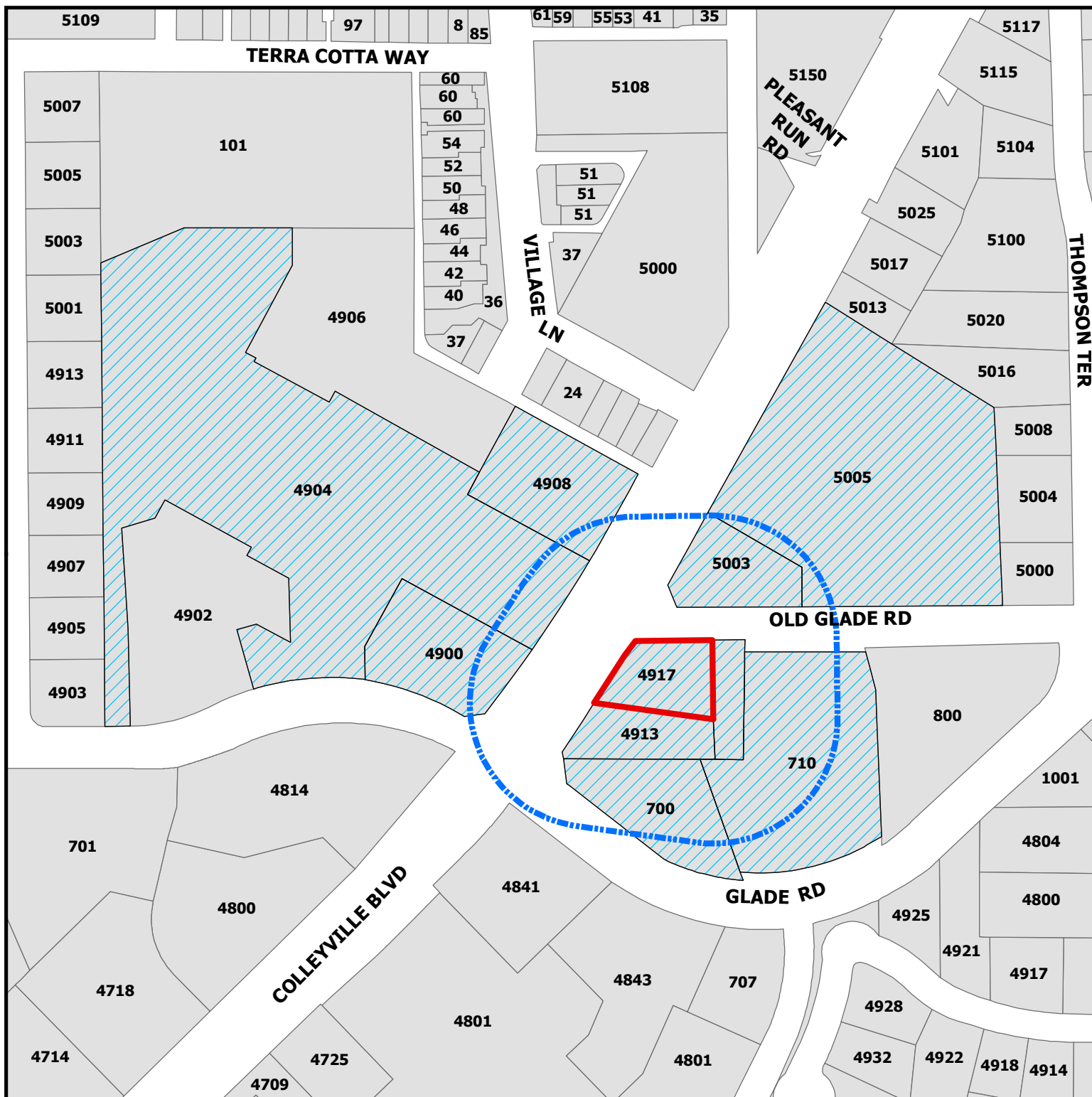
PROPERTY IS SUBJECT TO:
THE STATE OF TEXAS
VOL. 2953, PG. 185

NOTES:
BASIS OF BEARINGS BASED OFF THE NORTHEAST LINE OF
LOT 3, BLOCK 3, VILLAGE PARK ADDITION, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS.

REVISIONS		
DATE	BY	NOTES

LEGEND	
CM	CONTROLLING MONUMENT
1/2" IRON ROD FOUND	T - TRANSFORMER
CONCRETE MONUMENT	PE - POOL EQUIPMENT
1" IRON PIPE FOUND	C - COLUMN
FENCE POST CORNER	AC - AIR CONDITIONING
X FOUND / SET	FIRE HYDRANT
UNDERGROUND ELECTRIC	COVERED PORCH/DECK OR CARPORT
OVERHEAD ELECTRIC	OVERHEAD ELECTRIC SERVICE
POWER POLE	OVERHEAD POWER LINE
ASPHALT PAVING	CONCRETE PAVING
GRAVEL/ROCK ROAD OR DRIVE	

Notification Map

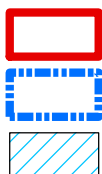


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ZC17-016

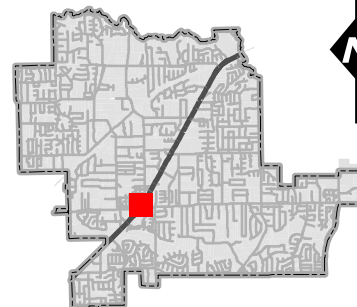
4917 Colleyville Blvd



Subject Property

200ft Buffer

Properties within 200ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4900 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4908 COLLEYVILLE BLVD
Y2KITCHEN PROPERTIES LLC	4500 DARTMOORE LN	COLLEYVILLE, TX	76034	5003 COLLEYVILLE BLVD
COCANOUGH ASSET NO 3 LTD	6851 NE LOOP 820 STE 200	NORTH RICHLAND HILLS, TX	76180	5005 COLLEYVILLE BLVD
Y2KITCHEN PROPERTIES LLC	5003 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	710 GLADE RD
THOMPSON, JOHN E	5017 MONTCLAIR DR	COLLEYVILLE, TX	76034	905 OLD GLADE RD
NOBLIT, DON	PO BOX 820895	FORT WORTH, TX	76182	4913 COLLEYVILLE BLVD
WAL-MART REAL ESTATE BUS TRUST	PO BOX 8050	BENTONVILLE, AR	72716	4904 COLLEYVILLE BLVD
LG COLLEYVILLE LLC	3500 MAPLE DR STE 1600	DALLAS, TX	75219	4917 COLLEYVILLE BLVD
ZELL THREE INC	1190 EXPLORER ST	DUNCANVILLE, TX	75137	700 GLADE RD
LAKWOOD ESTATES	213 MILL CROSSING WEST	COLLEYVILLE, TX	76034	COURTESY NOTICE
MCGUIRK, STEPHEN	3500 MAPLE AVENUE, SUITE 1600	DALLAS, TX	75219	APPLICANT
GRAPEVINE-COLLEYVILLE ISD	3051 IRA WOODS AVE E	GRAPEVINE, TX	76051	STATE LAW REQUIRED

Public hearing notices were mailed Friday,
August 25, 2017 by Araceli Botello

Property Owner Notification



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC17-016
Applicant: Stephen McGuirk
Owner: Will Tolliver
Location: 4917 Colleyville Boulevard
Property Description: Tract 2C03, Abstract 206, in the BBB & C RY Survey
Present Zoning: CC-1 Village Retail District
Request: Consideration of a zoning change from the CC-1 Village Retail zoning district to the CC-2 Shopping Center zoning district. The purpose is to allow for additional permitted uses under the CC-2 zoning district such as Auto Repair Shop, Drive-in/through Restaurant, Veterinary Clinic, and Tire & Battery Store

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

Planning and Zoning Commission Meeting: Monday, September 11, 2017 at 7:00 p.m.
City Council Meeting: Tuesday, October 10, 2017 & Tuesday, October 17, 2017 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

This notice has been sent to all owners of real property within 200 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 200 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. For additional information, please contact the Community Development Department at 817.503.1052. Please reference the zoning case number when requesting information.

Ben Bryner
Community Development Director
bbryner@colleyville.com

Legal Notice

August 25, 2017

SENT VIA EMAIL on Friday, August 25, 2017

Christine Lopez
Legal Notices
Fort Worth Star-Telegram
400 W. Seventh Street
Fort Worth, TX 76102

Dear Christine:

Please publish and furnish an affidavit (N.E. Section):

Saturday, August 26, 2017

The City of Colleyville Planning and Zoning Commission gives notice of a Public Hearing on Monday, 9/11/17 at 7:00 p.m. at City Hall, 100 Main Street, Colleyville, Texas:

Case ZC17-015 - Consideration of a zoning change from the R-20 Single Family Residential zoning district to the CPO Professional Office zoning district on Lot 24, Block 2, of the Fair Way Addition, located at 8308 Precinct Line Road

Case ZC17-016 - Consideration of a zoning change from the CC-1 Village Retail zoning district to the CC-2 Shopping Center zoning district on Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard

Case ZC17-017 - Consideration of a zoning change from the AG Agricultural zoning district to the R-20 Single Family Residential zoning district on Tract 2D & 2D3, Abstract 233, in the D R Blanton Survey, located at 5209 Bluebonnet Drive

The City Council will hold a Public Hearing on the above items on 10/10/17 and 10/17/17 at 7:30 p.m. at City Hall, 100 Main Street, Colleyville, Texas.

All interested citizens will be given the opportunity to speak and be heard.

CITY OF COLLEYVILLE



Araceli Botello
Planning Technician

ORDINANCE O-17-2033

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.45 ACRES, BEING TRACT 2C03, ABSTRACT 206, IN THE BBB & C RY SURVEY, LOCATED AT 4917 COLLEYVILLE BOULEVARD, FROM THE CC-1 VILLAGE RETAIL DISTRICT TO THE CC-2 SHOPPING CENTER 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 ZC17-016; and

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

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

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan 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 0.45 acres, being Tract 2C03, Abstract 206, In The BBB & C RY Survey, located at 4917 Colleyville Boulevard, from the CC-1 Village Retail District to the CC-2 Shopping Center 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 10th day of October 2017.

The second reading and public hearing being conducted on the 17th day of October 2017.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 3, Kathy Wheat	_____	Place 6, Mike Taylor	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"- Zoning Map

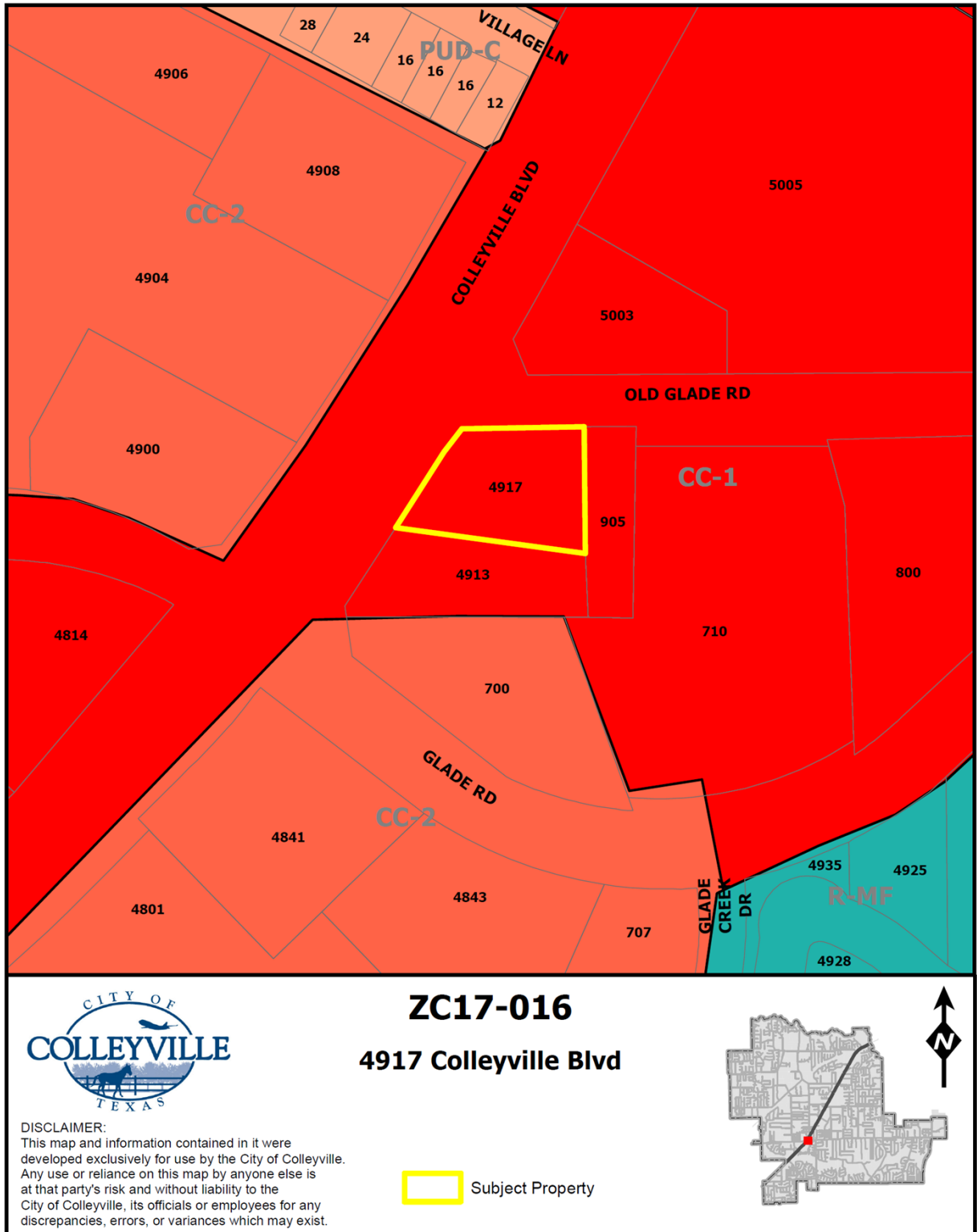


Exhibit "B"- Site Exhibit

4917 Colleyville Blvd.

Being a 0.46 acre tract of land situated in the BBB & CRR Co. Survey Abstract No. 206, being a portion of a tract of land conveyed to John R. Looney, by deed recorded in Volume 6431, Page 874, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found for corner, said corner being a point in the South line of Glade Road (variable width right-of-way), and being the Northwest corner of a tract of land conveyed to John E. Thompson and wife, Nelda E. Thompson, by deed recorded in Volume 7274, Page 980, Deed Records, Tarrant County, Texas;

THENCE South 00 degrees 11 minutes 15 seconds West, along the West line of said Thompson tract, a distance of 140.10 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 3, Block 3, of Village Park Addition, an addition to the City of Colleyville, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume a, Page 1264, Map Records, Tarrant County, Texas;

THENCE North 82 degrees 08 minutes 00 seconds West, along the Northeast line of said Lot 3, a distance of 193.44 feet to a concrete monument found for corner, said corner being a point in the Southeast line of Colleyville Blvd. (variable width right-of-way);

THENCE North 32 degrees 16 minutes 24 seconds East, along the Southeast line of said Colleyville Blvd., a distance of 90.68 feet to an "X" found for corner, said corner being a point in a curve to the left, having a radius of 2,928.79 feet, a delta of 00 degrees 51 minutes 16 seconds, and a chord bearing and distance that bears North 32 degrees 27 minutes 11 seconds East, 43.68 feet;

THENCE along said curve to the left, and along the Southeast line of said Colleyville Blvd. an arc length of 43.68 feet to a concrete monument found for corner, said corner being a point in the intersection of the Southeast line of said Colleyville Blvd. and the South line of said Glade Road;

THENCE North 89 degrees 57 minutes 17 seconds East, along the South line of said Glade Road, a distance of 120.22 feet to the POINT OF BEGINNING containing 20,254 square feet or 0.46 acres of land.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 10/17/2017

Number Resolution R-17-4192

Type Resolution

Department Fire

Title

Approval to order a 2018 Ford Road Rescue Type 1 Ultramedic ambulance from Siddons-Martin Emergency Group, utilizing pricing through the Houston-Galveston Area Council of Governments (HGAC), in an amount not to exceed \$356,459, and authorize the city manager to execute the purchase order

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

The Colleyville Fire Department seeks approval to order a 2018 Ford Road Rescue Type 1 Ultramedic ambulance from Siddons-Martin Emergency Group, utilizing pricing through the Houston-Galveston Area Council of Governments (HGAC), in an amount not to exceed \$356,459, and authorize the city manager to execute the purchase order. The vehicle will be acquired using lease purchase financing, with delivery of the vehicle anticipated in April 2018.

When the new 2018 ambulance is delivered, the current Frontline 2013 model ambulance will be placed in reserve status along with the 2008 reserve ambulance. The anticipation of adding a second ambulance in the near future, due to the increasing volume of Emergency Medical Service (EMS) calls, will warrant the 2013 ambulance to move up to front line operations with two ambulances in service. The third ambulance would remain in reserve status or be placed into service as well, during peak times.

Attached is the quote containing the vehicle price and equipment to be placed on the ambulance. Included with the ambulance purchase is the replacement of two Lifepak 15 Electrocardiograph (ECG) monitors. These devices are used to obtain cardiac rhythm strips, vital signs, oxygen saturation of the patient's blood, as well as carbon dioxide and carbon monoxide levels in expired air. The devices are also equipped with manual defibrillation equipment used to re-start a patient's heart during cardiac arrest situations. The two Lifepak 15 Electrocardiograph (ECG) monitors have a service life of five to seven years and the cost of both together is \$72,591, which is included in the purchase price of the vehicle.

The second piece of equipment included in the price of the ambulance is the Striker Stretcher at a cost of \$19,923. The Striker Stretcher functions with an auto-load mechanism that brings the stretcher into the ambulance on its own, without the need for a Paramedic to do the lifting. This function will greatly assist in the reduction of back injuries associated with lifting injuries. All other existing front line equipment and supplies will be maintained from the current Frontline ambulance to the new ambulance.

Financial Impact

The total lease-purchase of the ambulance and equipment totals an amount not to exceed \$356,459.

Vehicle Price	\$262,945
Lifepak Monitors (2)	72,591
Stryker Stretcher	19,923
HGAC Ambulance AM10-16	1,000
Total	\$356,459

Recommendation

Approve

Attachments

1. Proposal for a Road Rescue Type 1 Ultramedic Ambulance
2. Leasing 2 Credit Application
3. Lease Financing Proposal
4. Financing Document
5. Resolution R-17-4192

Siddons-Martin

Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

August 3, 2017

Nick Cushing, Lt.
Colleyville Fire Department
5209 Colleyville Blvd
Colleyville TX 76034

Proposal for Road Rescue Type 1 Ultramedic

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Colleyville Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Colleyville Fire Department and training on operation and use of the apparatus.

Description	Amount
RRUM, No. 001, Road Rescue Type 1 Ultramedic Ford, Ford, 2 Door, Ambulance, Type I Price guaranteed for 30 days. Delivery within 6.5-7.5 months of order date.	
Vehicle Price	\$ 262,945.00
Lifepak Monitors (2)	\$ 72,591.00
Stryker Stretcher	\$ 19,923.00
SUB TOTAL	\$ 355,459.00
HGAC Ambulance AM10-16	\$ 1,000.00
TOTAL	\$ 356,459.00

Additional. This proposal includes a trip for (2) Colleyville Fire Department Employees for inspection of the completed unit. Delivery of the unit is contingent upon chassis availability.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Liz Roberts

Siddons-Martin Emergency Group, LLC

_____, the authorized representative of Colleyville Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.



l e a s i n g 2

CREDIT APPLICATION

LESSEE LEGAL NAME: City of Colleyville

FEDERAL I.D. # 75-1159664

WEBSITE ADDRESS: www.colleyville.com

OFFICIAL ADDRESS FOR LEASE AGREEMENT:

100 Main Street

Street Address (PO Box is not acceptable)
Colleyville, Texas 76034

City, State and Zip
Tarrant

County

CONTACT:

Brian Riley, Fire Chief

Name & Title
5209 Colleyville Blvd

Street Address (for Fed Ex deliveries)
Colleyville, Texas 76034

City, State, Zip

ALTERNATE CONTACT:

Nick Cushing, Fire Captain

Name & Title

PRIMARY EQUIPMENT LOCATION:

Fire Department

Department that will use equipment

OFFICIAL NAME AND TITLE OF PERSON AUTHORIZED TO SIGN CONTRACT:

Jerry Duca

Name
City Manager

Title
817-503-1116

Signer's Telephone Number (used for urgent matters only)

817-503-1410

Off. Phone

Cell Phone

817-503-1430

Fax

briley@colleyville.com

Email

817-503-1484

Off. Phone

Cell Phone

5209 Colleyville Blvd

Street Address

Colleyville, Texas 76034

City, State and Zip

Is this equipment an add-on? _____ or replacement? ☒ If add on, why the need? _____

If replacement, how long have you had old equipment? 10 yrs What will you do with old equipment? trade

Is equipment being purchased new or used? New What will equipment be used for and why is it essential?: This unit will
the new front line ambulance responding to all medical calls in the City of Colleyville

What fund will the lease payment be made from? General

Will any federal grant or loan monies be used? If so, please describe No

How many tax-exempt financing loans have you issued this calendar year? (not including this transaction) 0

The appropriations for this project have been ☐ Submitted ☐ Approved for the current year or ☒ will be submitted for next year's budget.

Bank Qualified / Small Issuer: Do you anticipate exceeding \$10,000,000 of tax-exempt financing obligations during the calendar year the lease starts? No

Have you ever non-appropriated or defaulted a lease prior to the end of the lease term? Yes _____ No ☒

What governing body meeting date do you anticipate passing the attached resolution? 10/17/2017

CREDIT APPLICATION (Continued)

DEMOGRAPHIC INFORMATION:

Approx. square miles 13 Population 24,500 Increasing or Decreasing? Increasing

If decreasing, please explain: _____

INSURANCE TYPE:

- | | | |
|--------------------------|---|----------|
| 1. Commercially Insured: | Yes _____ | No _____ |
| 2. Self Insured*: | Yes _____ | No _____ |
| 3. Managed Risk Pool*: | Yes _____ | No _____ |
| 4. Other: | <u>Intergovernmental risk Pool (Texas Municipal League)-Contract 3535</u> | |

General Liability Coverage Limits: Aggregate: \$ 10,000,000 Each Occurrence: \$ 5,000,000

Contact Name: Kris Reim Phone: 800-537-6655

*If self-insured or Managed Risk Pool, please provide a contact name and number for us to secure additional information:

ATTORNEY: Should we send a copy of the lease document directly to your attorney? Y ___ N X

Name <u>Whitt Wyatt</u>	Phone <u>214-965-9900</u>
Firm <u>Nichols / Jackson</u>	Fax _____
Physical Address <u>500 N. AKARD, STE 1800</u>	or, if your attorney prefers,
City, State, Zip <u>Dallas, TX 75201</u>	E-mail address <u>wwyatt@njdhs.com</u>

I certify that the information stated in this application is true and correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to obtain credit information as needed to process this application.

[Signature]
Applicant's signature

10-5-17
Date

GERALD DUCKY CITY MANAGER
Printed name and title

LEASE FINANCING PROPOSAL



l e a s i n g 2

Lessee

City of Colleyville, Texas

Vendor

Siddons-Martin Emergency Group

Proposal Date:	August 31, 2017
Equipment Description:	New Ambulance
Commencement Date:	October 15, 2017
<u>Option 1</u>	
Equipment Cost:	\$356,459
Lessee Down Payment:	<u>\$127,500</u>
Amount Financed:	\$228,959
Lease Term:	5 Years
First Payment Date:	6/1/2018
Payment Frequency:	Annual
Lease Rate:	3.42%
Payment Amount:	\$49,987.75
Payment Factor:	0.21833

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten (10) years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:



l e a s i n g 2

Leasing 2, Inc.

Contact: **Brad Meyers**

Phone: 800-287-5155 x12

Date: August 31, 2017

Email: bmeyers@leasing2.com

Web: www.leasing2.com

MEMBER





l e a s i n g 2

October 11, 2017

Chief Brian Riley
Captain Nick Cushing
City of Colleyville

Sent via Email: briley@colleyville.com
ncushing@colleyville.com

Re: Financing for a Road Rescue Type 1 Ultramedic Ambulance on Ford Chassis

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

-
- ☐ **Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
 - ☐ **Exhibit A – Resolution of Governing Body Extract of Minutes**
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
 - ☐ **Exhibit B – Opinion of Lessee's Counsel**
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
 - ☐ **Exhibit C – Certificate as to Arbitrage**
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
 - ☐ **Exhibit D – Description of Equipment**
 - Enter the address where the equipment will be located.
 - Signed and dated by Lessee's authorized signatory.
 - ☐ **Exhibit E – Payment Schedule**
 - Signed and dated by Lessee's authorized signatory.
 - ☐ **Exhibit F – Acceptance Certificate**
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
 - ☐ **Exhibit G – Essential Use/Source of Funds Letter**
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.

- ☐ **Exhibit H – Designation of Bank Qualification**
- Signed and dated by Lessee's authorized signatory.
- ☐ **Exhibit I – Acknowledgment and Agreement**
- Signed and dated by Lessee's authorized signatory.
- ☐ **Insurance Coverage Requirement**
- Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- ☐ **UCC Financing Statement**
- For your information only – no action required.
- ☐ **Billing Information**
- Enter all of the requested information.
- ☐ **Customer Identification Program Organized Entity**
- Enter all of the requested information.
 - Signed by Lessee's authorized signatory.
- ☐ **Escrow Agreement**
- Signed by Lessee's authorized signatory.
- ☐ **Exhibit A – Payment Request Form**
- Payment Request is for you to keep and submit when payments requested from escrow fund.

✓ **POST FUNDING REQUIREMENT**

- ☐ **IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
- We will email you this form for signature after the lease is funded.
- ☐ **Vehicle Titling**
- You will have vehicle titled with security interest of first lienholder. Reference the back of the Certificate of Origin for the lienholder's name and address. If the lienholder is not listed on the Certificate of Origin, please contact us prior to titling.
 - Scan and email us a copy of the receipt from the titling authority when done.
- ☐ **Escrow Disbursements**
- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: OCTOBER 24, 2017

Email/fax to:

Donna Womack

dwomack@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

(800) 287-5155

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Colleyville
100 Main Street
Colleyville, TX 76034

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of October 25, 2017

This Lease-Purchase Agreement (the "Agreement") dated as of **October 25, 2017** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Colleyville** ("Lessee"), a body corporate and public body organized and existing under the laws of the State of Texas ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

EXHIBIT A

Payment Request Form

Old National Wealth Management, Escrow Agent under an Escrow Agreement dated as of **October 25, 2017** by and among the said Escrow Agent, Leasing 2, Inc., and the City of Colleyville (Lessee), is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such person's, firm's or corporation's name, in payment of the Equipment cost of the Equipment described on the attached page(s) designated opposite such payee's name and account.

Wire funds to Payee:

Amount

Equipment

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in the attached pages: (1) a manufacturer's or dealer's invoice; and (2) Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the Escrow Agreement.

City of Colleyville
Lessee

Wells Fargo Equipment Finance, Inc.
Assignee of Lessor

By: _____
Jerry Ducay

By: _____

Title: City Manager

Name: _____

Date: _____

Title: _____

Date: _____

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein; (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and
- (c) Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: City of Colleyville

Execute:

By: _____

Jerry Ducay

Title: _____

City Manager

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: **City of Colleyville**

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20____, the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Jerry DuGay, City Manager
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: City of Colleyville

DATE OF AGREEMENT: October 25, 2017

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Ladies/Gentlemen:

As counsel for City of Colleyville ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **October 25, 2017** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Texas**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

EXHIBIT C
CERTIFICATE AS TO ARBITRAGE

I, **Jerry Ducay**, hereby certify that I am duly qualified and acting **City Manager**, of **City of Colleyville** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **October 25, 2017** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$228,959.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$228,959.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

WITNESS, my hands this _____ day of _____, 20_____.

LESSEE: **City of Colleyville**

By: _____
Jerry Ducay

Title: _____
City Manager

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Road Rescue Type 1 Ultramedic Ambulance on Ford Chassis, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

_____ 5209 Colleyville Blvd. _____

_____ Colleyville, TX 76034 _____

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Colleyville**

By: _____
 Jerry Ducay

Title: _____
 City Manager

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: City of Colleyville
EQUIPMENT COST: \$228,959.00
COMMENCEMENT DATE: 10/25/2017
INTEREST RATE: 3.42%

PAYMENT					PURCHASE
NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PRICE*
1	6/11/2018	\$49,987.75	\$4,982.49	\$45,005.26	\$187,465.21
2	6/11/2019	\$49,987.75	\$6,293.09	\$43,694.66	\$142,407.80
3	6/11/2020	\$49,987.75	\$4,798.29	\$45,189.46	\$96,165.38
4	6/11/2021	\$49,987.75	\$3,252.35	\$46,735.40	\$48,706.78
5	6/11/2022	\$49,987.75	\$1,653.53	\$48,334.22	\$0.00
Grand Totals		\$249,938.75	\$20,979.75	\$228,959.00	

LESSEE: City of Colleyville

By: _____
Jerry Ducay

Title: _____
City Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **October 25, 2017**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____.
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E - Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Colleyville**

By: _____
Jerry Ducay

Title: _____
City Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: Leasing 2, Inc.

RE: Lease-Purchase Agreement Dated October 25, 2017.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **October 25, 2017**, between **Leasing 2, Inc.** and **City of Colleyville**, leasing the personal property described in Exhibit D to such Lease. This confirms and affirms that such equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Jerry Ducay, City Manager

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **October 25, 2017**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Colleyville** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

Attached hereto is a completed Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, completed on behalf of the Lessee (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC).

IN WITNESS WHEREOF, the Lessee has caused this Agreement to be executed by its duly authorized officer on this the _____ day of _____, 20_____.

LESSEE: **City of Colleyville**

By: _____

Printed Name: Jerry Ducay, City Manager

EXHIBIT I

ACKNOWLEDGMENT AND AGREEMENT

City of Colleyville ("Lessee") hereby acknowledges notice of the assignment of the Lease-Purchase Agreement and Escrow Agreement dated as of **October 25, 2017** (the "Lease") between **Leasing 2, Inc.** as Lessor ("Lessor") and undersigned as Lessee to **Wells Fargo Equipment Finance, Inc.** ("Assignee"); and to induce Assignee to accept such Assignment, agrees as follows:

1. Lessee acknowledges that Lessor assigned the Lease to Assignee and that Lessor has also assigned its right, title, and/or interest in the Equipment that is the subject of the Lease to Assignee.
2. Lessee agrees that it shall not terminate the Lease pursuant to any term thereof or any agreements supplementary thereto or otherwise during the term thereof except as expressly provided in the Lease.
3. Lessee agrees to this Assignment to Assignee by Lessor and that the Lease may not be modified or amended without written agreement of the Assignee.
4. Lessee understands that Assignee makes no express or implied warranties or representations as to any matter whatsoever, including, without limitations, the condition of the Equipment, its marketability, or its fitness for any particular purpose.
5. Lessee acknowledges that Lessor has not yet paid all or a portion of the purchase price of the Equipment to the supplier of the Equipment and that in reliance on this Acknowledgement and Agreement, Assignee will deposit the amount remaining due to the supplier into an escrow account (the "Vendor Payable/Escrow Account") for the purpose of paying the cost of the Equipment to the supplier thereof when due. Lessee acknowledges that it has no right, title, interest, or claim in any portion of the Vendor Payable/Escrow Account and agrees that it shall make no claim thereto.
6. Lessee acknowledges and agrees to pay all payments (plus applicable taxes, if any) identified in the Exhibit E Payment Schedule for the remainder of the Lease term directly to Assignee without offset or reduction notwithstanding the fact that the supplier of the equipment has not yet been paid.
7. Lessee agrees to maintain insurance on the Equipment as required by the Lease from the date it is delivered to the Customer regardless of whether the Customer has yet accepted such Equipment.
8. Neither Lessor nor Assignee makes any representation as to when the Equipment may be delivered by the supplier thereof.

IN WITNESS THEREOF, Lessee has caused this Agreement to be executed by its duly authorized officer.

LESSEE: **City of Colleyville**

By: _____
Jerry Ducay

Title: _____
City Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **City of Colleyville**
100 Main Street
Colleyville, TX 76034

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

____ 2. Pursuant to Section 8.03 of the Agreement, we are self insured for all risk, physical damage, and public liability and will provide proof of such self insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Jerry Ducay

Title: _____
City Manager

Date: _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME City of Colleyville			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 100 Main Street		CITY Colleyville	STATE TX	POSTAL CODE 76034
1d. TAX ID #: SSN OR EIN 75-1159664	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION Texas	1g. ORGANIZATIONAL ID #, if any ☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Wells Fargo Equipment Finance, Inc.			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS MAC N9300-100 600 South 4th Street		CITY Minneapolis	STATE MN	POSTAL CODE 55415

4. This FINANCING STATEMENT covers the following collateral:

Road Rescue Type 1 Ultramedic Ambulance on Ford Chassis, VIN: _____

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)

[ADDITIONAL FEE]

[optional]

☐ All Debtors

☐ Debtor 1

☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: _____ Road Rescue Type 1 Ultramedic Ambulance on Ford Chassis

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.
What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: City of Colleyville

CUSTOMER IDENTIFICATION

Taxpayer ID Number: **75-1159664**

Business Structure (check one): City Government: _____ County Government: _____ Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

City of Colleyville

By: _____

Jerry Duca

Its: City Manager

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into as of **October 25, 2017** by and among **Old National Wealth Management**, a national banking association (the Escrow Agent), whose address is **One Main Street, Evansville, IN 47708**, Leasing 2, Inc., a corporation duly organized and existing under the laws of the state of Florida (Leasing 2), whose address is **1720 West Cass Street, Tampa, Florida 33606** and City of Colleyville, (Lessee), whose address is **100 Main Street Colleyville, TX 76034**:

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

Section 1. Recitals.

1.01. Leasing 2 and Lessee have entered into a Lease-Purchase Agreement dated as of **October 25, 2017** (the Lease), whereby Leasing 2 has agreed to lease certain personal property described therein (the Equipment) to Lessee, and Lessee has agreed to lease the Equipment from Leasing 2, in the manner and on the terms set forth in the Lease.

1.02. This Agreement is not intended to alter or change in any way the rights and obligations of Leasing 2 and Lessee under the Lease, but is entirely supplemental thereto.

1.03. Pursuant to the Lease, Leasing 2 is required to deposit or cause to be deposited with the Escrow Agent the sum of \$228,959.00, which shall be credited to the Equipment Acquisition Fund established in Section 2 hereof and used to pay the acquisition costs of the items of Equipment, and, to the extent not needed for this purpose, is required to be repaid to Leasing 2; all as hereinafter provided.

1.04. Under the Lease, Lessee will cause each item of Equipment to be ordered by the contractor therefor. Amounts deposited with the Escrow Agent as described in Section 1.03 hereof will be used to pay the acquisition costs of the Equipment, in accordance with this Agreement.

1.05. Leasing 2 and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys held in the Equipment Acquisition Fund as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Leasing 2 or any contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01. The Escrow Agent shall establish a special escrow fund designated as the "Equipment Acquisition Fund" (the Equipment Acquisition Fund), shall keep such Fund separate and apart from all other funds and moneys held by it, and shall administer such Fund as provided in this Section and Section 4 hereof.

2.02. All moneys paid to the Escrow Agent by Leasing 2 pursuant to Section 1.03 of this Agreement shall be credited to the Equipment Acquisition Fund. The Escrow Agent shall use the moneys in the Equipment Acquisition Fund to pay the Equipment Cost of each item of Equipment subject to the Lease, upon receipt with respect thereto of a Payment Request Form attached hereto as Exhibit A, executed by Lessee, fully completed and with all supporting documents described therein attached thereto, and with the written approval of Leasing 2. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Equipment Cost as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

2.03. Lessee shall certify to Escrow Agent and Leasing 2 Lessee's acceptance of Equipment subject to the Lease. Upon receipt of such certification with respect to all Equipment subject to the Lease, or the date which is the three year anniversary of the date of this Agreement, whichever is sooner, Escrow Agent shall pay to Leasing 2 any unspent proceeds of the original deposit remaining in the Equipment Acquisition Fund. Such amount shall be applied by Leasing 2 as a credit against the principal portion of the next rental payment(s) coming due under the Lease. Interest earned on amounts deposited in the Equipment Acquisition Fund shall be paid to Leasing 2 as received as additional compensation for its services under the Lease. Such interest amounts shall be paid to Leasing 2, notwithstanding any assignment by Leasing 2 of its rights, title and interest under the Lease and this Agreement.

2.04. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Equipment Acquisition Fund, and the disbursement thereof in accordance with this Section, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

2.05. In the event that Leasing 2 or its assignee delivers to the Escrow Agent written notice that an event of default has occurred under the Lease or that the Lease has been terminated by Lessee for nonappropriation of funds for any fiscal year thereunder, then the Escrow Agent shall immediately pay to or at the direction of Leasing 2 or its assignee all amounts then credited to the Equipment Acquisition Fund.

Section 3. Moneys in Equipment Acquisition Fund; Investment.

3.01. The moneys and investments held by the Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Lessee, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee.

3.02. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of Leasing 2 on behalf of Lessee, only in Qualified Investments (as defined herein). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section.

For the purposes of this Section 3.02, the term Qualified Investments means, to the extent the same are at the time authorized by law for the investment of moneys of Lessee: (i) direct general obligations of the United States of America; (ii) obligations, the timely payment of the principal and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) Certificates of Deposit that are insured to their full value by the Federal Deposit Insurance Corporation and such third party insurers as are acceptable to Leasing 2 and Lessee; (iv) general obligations of the agencies and instrumentalities of the United States of America acceptable to Leasing 2; (v) money market funds, whose investment parameters target investments in securities as described in points (i)-(iv); or (vi) such other investments permitted by a policy duly adopted by Lessee's governing body and approved by Leasing 2.

3.03. The Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Fund.

3.04. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Section. Any such loss shall be solely the responsibility and liability of Lessee.

Section 4. Escrow Agent's Authority; Indemnification.

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

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

4.03. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

Section 5. Change of Escrow Agent.

5.01. A national banking association located in the State of ~~Indiana~~ or a state bank organized under the laws of the State of ~~Indiana~~ qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement, upon agreement of the parties hereto, including, without limitation, any assignee of Leasing 2. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement.

5.02. The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Leasing 2 or its assignee of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Leasing 2 or its assignee.

Section 6. Administrative Provisions.

6.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Leasing 2, or the agent of either of them, at any time during regular business hours. The Escrow Agent shall send a monthly reconciliation to Leasing 2 or its assignee.

6.02. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address set forth in the first paragraph hereof, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered form, with postage fully prepaid.

6.03. This Agreement shall be construed and governed in accordance with the laws of the State of TX.

6.04. Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

6.07. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Old National Wealth Management
Escrow Agent

By _____

Its _____

Leasing 2, Inc.

By _____

Its _____

City of Colleyville
Lessee

By _____

Jerry Ducay

Its _____

City Manager

RESOLUTION R-17-4192

A RESOLUTION APPROVING THE ORDER OF A 2018 FORD ROAD RESCUE TYPE 1 ULTRAMEDIC AMBULANCE FROM SIDDONS-MARTIN EMERGENCY GROUP, UTILIZING PRICING THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC), IN AN AMOUNT NOT TO EXCEED \$356,459, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER

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

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

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

- Sec. 1. THAT all of the above findings are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the City Council of the City of Colleyville hereby approves placing an order for a 2018 Ford Road Rescue Type 1 Ultramedic ambulance from Siddons-Martin Emergency Group, utilizing pricing through the Houston-Galveston Area Council of Governments (HGAC), in an amount not to exceed \$356,459.
- Sec. 3. THAT the City Council hereby authorizes the city manager to execute the purchase order for same.
- Sec. 4. THAT this resolution shall become effective immediately from and after its passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 10/17/2017

Number Resolution R-17-4193

Type Resolution

Department Library

Title

Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles

Strategic Plan

- 2.1 Provide responsive, efficient city services
- 2.4 Demonstrate stewardship of public resources
- 5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

The City of Colleyville Purchasing Manual requires the City Council to designate surplus property and salvage items before said property can be removed from inventory and disposed of by public auction or other approved means. The Colleyville Public Library has approximately 2,500 books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles, from the library's collection that are surplus, damaged, worn and outdated, and are recommended for disposal. The withdrawn books, audiovisual items, and non-book materials will be donated to the Friends of the Colleyville Public Library. Sellable items will be sold in their used book sales, with proceeds from the used book sales being donated to the Colleyville Public Library. Since 2003, the Friends of the Colleyville Public Library have donated approximately \$187,954 to the Colleyville Public Library, through their book sales and other fundraising efforts.

Financial Impact

The sale of these items will provide revenue for the Colleyville Public Library through donations by the Friends of the Colleyville Public Library.

Recommendation

Approve

Attachments

1. Resolution R-17-4193

RESOLUTION R-17-4193

A RESOLUTION APPROVING THE DISPOSAL OF SURPLUS, DAMAGED, WORN AND OUTDATED LIBRARY BOOKS, AUDIOVISUAL ITEMS, DVDS, CDS, AND NON-BOOK MATERIALS, LEARNING GAMES, AND PUZZLES

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

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

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

- Sec. 1. THAT all of the above findings are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the City Council of the City of Colleyville hereby approves of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs, CDs, and non-book materials, learning games, and puzzles.
- Sec. 3. THAT this resolution shall become effective immediately from and after its passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON
THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6c

Agenda Date 10/17/2017

Number Resolution R-17-4194

Type Resolution

Department City Secretary

Title

A resolution appointing Councilmembers to the Colleyville Economic Development Corporation (CEDC) Board of Directors

Strategic Plan

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

City Councilmember Tammy Nakamura wishes to resign her position on the Colleyville Economic Development Corporation (CEDC) Board, which expires September 2018. Per the attached CEDC bylaws, "A vacancy in any position of director, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled as prescribed in Article II, Section 1... A vacancy of any director's position, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council."

This item is provided to allow City Council consideration of appointing a City Councilmember to the CEDC Board of Directors with a term expiring September 2018.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. CEDC Bylaws
2. Resolution R-17-4194

**BYLAWS
OF THE
COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION**

**ARTICLE I.
PURPOSE AND POWERS**

SECTION 1. REGISTERED OFFICE AND REGISTERED AGENT.

The COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION (the "Corporation") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act and state law. The Registered Agent for the Corporation shall be the City Secretary, subject that the Board of Directors (the "Board") from time to time, may change the registered agent and/or the address of the registered office, subject to City Council approval, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

The registered office of the Corporation is located at 100 Main Street, Colleyville, Tarrant County, Texas 76034, and at such address is the Corporation, whose mailing address is 100 Main Street, Colleyville, Texas 76034-0185. Said address shall also serve as the principal office of the Corporation and Board.

SECTION 2. PURPOSE.

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the Articles. The same to be accomplished on behalf of the City of Colleyville, Texas (the "City"), as its duly constituted authority, and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat. Ann., as amended, (the "Act"), other applicable laws, and by Resolution R-96-1238 adopted by the City Council of the City on the third day of September, 1996, including all permissible projects prescribed by the Act, and for maintenance and operating costs of the publicly owned and operated projects. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code 1986, as amended, and the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

SECTION 3. POWERS.

In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all of the powers set forth and conferred in Section 4B of the Act, and in other applicable laws, subject to the limitations prescribed therein and herein, and to the provisions thereof and hereof.

ARTICLE II. BOARD OF DIRECTORS

SECTION 1. NUMBER AND TERM OF OFFICE.

- A. The property and affairs of the Corporation shall be managed and controlled by a Board and, subject to the restrictions imposed by law, by the Articles, and these Bylaws, the Board shall exercise all of the powers of the Corporation.
- B. The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council. Each of the directors shall be a resident of the City.
- C. Four (4) members of the first Board shall serve terms of one (1) year and three (3) members shall serve terms of two (2) years. The respective terms of the initial directors shall be determined by the City Council. Thereafter, each successive member of the Board shall be appointed and serve for two (2) years or until a successor is appointed as hereinafter provided. Three (3) directors shall be persons who are not employees, officers of the City, or members of the City Council.
- D. A President and Vice President shall be elected by the Board and shall serve a term of one (1) year. The President and Vice President shall continue to serve until their successors are appointed, as provided in Article II, Section 1.
- E. Any director may be removed from office by the City Council at will. A vacancy of any director's position, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council.

SECTION 2. VACANCIES AND RESIGNATIONS.

A vacancy in any position of director, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled as prescribed in Article II, Section 1. A vacancy in the office of President or Vice President which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by election by the Board, from the remaining directors, for the unexpired portion of the term of that office.

Any director may resign at any time. Such resignation shall be made in writing, addressed to the Mayor and the City Secretary, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the City Secretary.

SECTION 3. MEETINGS OF DIRECTORS.

For meetings of the Board, notice thereof shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Local Government Code. Any member of the Board, officers of the Corporation, or Mayor, may have an item placed on the agenda by delivering the same in writing to the Secretary of the Board no less than three (3) calendar days prior to the date of the Board meeting. Each agenda of a Board meeting shall contain an item, titled "Citizen Comments/Presentations Regarding Items Not On The Agenda"; to allow public comment to be made by the general public concerning Board related matters. However, no official or formal action or vote may be taken on any comment made by citizens during Citizens Comments.

The annual meeting of the Board shall be on the fourth Tuesday in August of each year. The Board shall hold regular, worksession, and special meetings, in the corporate limits of the City, at such place or places as the Board may from time to time determine, and in conformance with the Texas Open Meetings Act.

Meeting agenda packets will be available to the public on the City's website, and will be distributed to each member 72 hours prior to a meeting.

SECTION 4. QUORUM.

A quorum is a majority of the Board (being not less than four (4) members), and shall be present for the conduct of the official business of the Corporation. The act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by these Bylaws, policies/procedures of the Board, City Council resolution/ordinance, or state law.

SECTION 5. CONDUCT OF BUSINESS.

- A. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board. Unless otherwise adopted by the Board, the rules of procedures of the City Council shall be the rules of procedures for the Board.
- B. At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall exercise the powers of the President.
- C. The President, or in the absence of the President, the presiding officer, may recognize individuals wishing to speak regarding an item on the agenda.

- D. The Secretary of the Corporation shall act as Secretary of all meetings of the Corporation, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. The Secretary shall keep minutes of the transactions of the Board and committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 6. COMMITTEES OF THE BOARD.

An official committee of the Board shall consist of two (2) or more directors. It is provided, however, that all final official actions of the Corporation may be exercised only by the Board. Notice of all committee meetings shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Local Government Code. Each committee shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 7. COMPENSATION OF DIRECTORS.

The directors, including the President and Vice President, shall not receive any salary or compensation for their services. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including, but not limited to the cost of travel, lodging, and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement.

ARTICLE III. OFFICERS AND DIRECTORS POWERS AND DUTIES

SECTION 1. PRESIDENT.

The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Board, and absent any different designation by a majority of the Board, shall sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, and notes in the name of the Corporation. In addition, the President shall:

- A. call both regular and special meetings of the Board and establish the agenda for such;
- B. shall endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or

banks or depositories as shall be designated by the City Council consistent with these Bylaws;

- C. have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board;
- D. perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board, subject to approval by the City Council;
- E. appear before the City Council on a periodic basis to give a report on the status of activities of the Corporation; and
- F. appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Corporation.

SECTION 2. VICE PRESIDENT.

The Vice President shall exercise the powers of the President during that officer's absence or inability to act. The Vice President shall also perform other duties as from time to time may be assigned by the President or the Board.

SECTION 3. ATTENDANCE.

Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant and constitutes the replacement of the director.

In addition, the position of any director who has four (4) unexcused absences in a twelve (12) month period shall also be considered vacant.

SECTION 4. CONFLICT OF INTEREST.

In the event a director is aware that he, or another director, has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Board, the director shall bring the same to the attention of the Board and the director(s) shall abstain from discussion and voting thereof. Failure to conform to these requirements herein and policies as may be adopted by the Board is cause for dismissal from the Board by action of the City Council.

SECTION 5. IMPLIED DUTIES.

The Corporation is authorized to do that which the Board deems desirable, subject to City Council approval, to accomplish any of the purposes or duties set out or alluded to in the Articles, these Bylaws, and in accordance with state law.

SECTION 6. BOARD'S RELATIONSHIP WITH THE CITY.

In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 7 of these Bylaws.

SECTION 7. CONTRACTS FOR SERVICE.

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation, or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy - making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City Council for the services provided by the General Manager, Finance Manager, Secretary, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City for such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council.

ARTICLE IV.
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

SECTION 1. GENERAL MANAGER.

The General Manager shall be an employee of the City. The General Manager shall be the chief administrative officer of the Corporation and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

SECTION 2. FINANCE MANAGER.

The Finance Manager shall be an employee of the City. The Finance Manager shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation. When necessary or proper, the Finance Manager shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes, and other obligations drawn upon such bank or banks, or depositories as shall be designated by the City Council consistent with these Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. The Finance Manager shall provide financial reports to the Board and to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City and on a periodic basis as shall be directed by the Board or the City Council.

SECTION 3. SECRETARY.

The Secretary shall be an employee of the City. The Secretary shall keep the minutes of all meetings of the Board and committees in books provided for that purpose, shall give and serve all notices, shall sign with the President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

SECTION 4. DUTIES OF THE BOARD.

The Board shall develop a combined Economic Development Capital Improvement Program, ("the EDCIP"), including maintenance and operation costs thereof, for the City, which shall include and set forth short and long term goals. Such plan shall be approved by the City Council. The EDCIP developed by the Board shall be one that addresses development needs of the City within the financial constraints of revenues available to the Corporation. The Board shall conduct a public hearing concerning both the adoption and required annual updates to the EDCIP. A legal notice shall be advertised as determined by the Board, at least three (3) days, prior to the scheduled public hearing.

The Board shall review and update the EDCIP once a year to ensure the plan is up to date with current community needs and is capable of meeting community development needs of the City and consistent with the Act. The Board shall expend, in accordance with state law and subject to City Council approval, the funds received by it for projects defined in the Act where such expenditures will have a benefit to the residents of the City. The Board shall make an annual report to the City Council including, but not limited to the following:

- A. A review of the accomplishments of the Corporation for the preceding year; and
- B. The activities of the Corporation for the budget year addressed in the annual report.

The required annual report shall be forwarded to the City Council no later than February 1 of each year, after the close of the fiscal year, in the Reports section of the City Council agenda.

The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association, or other entity on behalf of the Board.

SECTION 5. COMPONENTS OF THE EDCIP.

The Board shall submit to the City Council for its approval, the EDCIP, which shall identify the projects to be undertaken by the Corporation and include proposed methods and the expected costs of implementation, and cost of operations and maintenance of the projects.

SECTION 6. ANNUAL CORPORATE BUDGET.

Annually, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for each fiscal year. The fiscal year of the corporation shall commence on October 1 of each year and end on September 30. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

SECTION 7. FINANCIAL BOOKS, RECORDS, AUDITS.

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

SECTION 8. DEBT, DEPOSIT, AND INVESTMENT OF CORPORATE FUNDS.

All proceeds from the issuance of bonds, notes, or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City and in accordance with investment policies adopted by the City Council. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds there from for use by and for the purposes of the Corporation upon the signature of the Corporation's Finance Manager, General Manager, and/or the Secretary. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Finance Department of the City.

SECTION 9. EXPENDITURES OF CORPORATE MONEY.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from

the lease or use of property, the proceeds derived from the sale of bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- A. Expenditures from the proceeds of bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.
- B. Expenditures that may be made from a fund created from the proceeds of bonds, and expenditures of monies derived from sources other than the proceeds of bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act.
- C. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Article.

No bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation without the approval of the City Council.

SECTION 10. CONTRACTS.

As provided herein, the President and Secretary shall enter into any contracts or other instruments, which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

ARTICLE V. MISCELLANEOUS PROVISIONS

SECTION 1. SEAL.

The Board may obtain a corporate seal, which shall bear the words "Corporate Seal of the Colleyville Economic Development Corporation," and the Board may thereafter use the corporate seal and corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

SECTION 2. APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL.

To the extent that these Bylaws refer to any action, approval, advice, or consent by the City or refer to action, approval, advice or consent by the City Council, such

action, approval, advice or consent shall be evidenced by a motion, resolution or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 3. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

SECTION 4. GIFTS.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Corporation.

SECTION 5. CODE OF ETHICS.

Each director, including the President and Vice President, its officers, employees, and agents shall abide by and be subject to the City's code of ethics. The code of ethics shall be applicable to independent contractors of the Corporation, except to the extent that such independent contractor is not performing work on behalf of the Corporation.

SECTION 6. AMENDMENTS TO BYLAWS.

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of four (4) of the authorized directors serving on the Board, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed and adopted by motion, resolution or ordinance duly reflected in the minutes of the City Council and, thereafter, duly noted to the Board.

SECTION 7. DISSOLUTION OF THE CORPORATION.

Upon dissolution of the Corporation, titles to, or other interest in, any real or personal property owned by the Corporation at such time shall vest in the City of Colleyville.

SECTION 8. APPLICABILITY OF CITY CHARTER, POLICIES, AND PROCEDURES.

The City Charter and all duly approved City policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies, or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative, subject to approval by the City Council, to adopt other policies and procedures in addition to, or in place of, those of the City.

SECTION 9. EFFECTIVE DATE.

These Bylaws, having been approved by Resolution R-96-1238, adopted on the third day of September 1996, shall become effective upon the approval of such by the Board.

RESOLUTION R-17-4194

**A RESOLUTION APPOINTING A COUNCILMEMBER TO THE
COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION (CEDC)
BOARD OF DIRECTORS**

WHEREAS, in accordance with the Colleyville Economic Development Corporation (CEDC) Bylaws, a vacancy of any director's position, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council; and

WHEREAS, a Councilmember has resigned from CEDC with a term expiring September 28, 2017.

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

Sec. 1. THAT Councilmember _____, is appointed to serve on the Colleyville Economic Development Corporation Board of Directors for a term to September 2018.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6d

Agenda Date 10/17/2017

Number Resolution R-17-4195

Type Resolution

Department City Manager

Title

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

Strategic Plan

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

The Tarrant Appraisal District (TAD) is seeking nominations for candidates to serve on the Board of Directors. The terms of service for the five members of the current Board of Directors will expire on December 31, 2017. Each voting unit may nominate one candidate for each of the five positions to be filled, but are not required to make any nomination or may nominate any number up to five. Nominations must be submitted to the Chief Appraiser as a resolution or official action adopted by the City Council, by October 15, 2017.

The current TAD Board of Directors are:

Joe Potthoff, Chairman

Johnny Bennett

John Molyneaux, Secretary

Michael O'Donnell

Mark Wood

Ron Wright, (Tarrant County Tax Assessor-Collector)

In order to be eligible to serve as directors, the 2017 nominees must have resided in Tarrant County for at least two years prior to January 1, 2018. They may serve on the governing body of a taxing unit in the County and still be eligible to serve as a Director. However, an employee of a taxing unit is prohibited from serving as a Director unless that employee is also an elected official of the governing body. A Director may not be related to a person who is in the business of appraising property for property tax purposes or represents property owners for compensation in proceedings in the appraisal district or appraises property for use in a proceeding in the appraisal district or who is employed by the appraisal district. A person is ineligible to serve as a director if the individual, or a business in which the individual has a substantial interest, enters into a contract with the appraisal district or enters into a

contract with a taxing unit in the district, if that contract relates to the performance of an activity governed by Title I of the Texas Property Tax Code (for example, appraising property for tax purposes or determining eligibility for exemptions). A substantial interest exists where the individual and spouse have a combined ownership of at least 10% of the voting stock or shares of a business, or either of them is a partner, limited partner or an officer.

Based on the 2016 adjusted tax levy, Colleyville will have 21 votes to cast for the election, which will take place by December 15, 2017.

This item allows the opportunity for City Council not nominate a candidate for the TAD Board of Directors.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-17-4195

RESOLUTION R-17-4195

**A RESOLUTION NOMINATING A CANDIDATE FOR THE
TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City of Colleyville contracts with the Tarrant Appraisal District (TAD) for setting property valuations; and

WHEREAS, the City of Colleyville is entitled to nominate one candidate for each of the five positions on the Tarrant Appraisal District Board of Directors; and

WHEREAS, the terms of the TAD Board of Directors expire December 31, 2017.

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

Sec. 1. THAT the City of Colleyville nominates the following individual to serve on the Tarrant Appraisal District Board of Directors:

•

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number

Agenda Date 10/17/2017

Type Report

Department City Secretary

Title

Parks and Recreation Advisory Board Minutes - July 10, 2017

Parks and Recreation Advisory Board Minutes - September 13, 2017

Attachments

1. Parks and Recreation Advisory Board Minutes - July 10, 2017
2. Parks and Recreation Advisory Board Minutes - September 13, 2017



City of Colleyville

Parks and Recreation Advisory Board MINUTES

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

Monday, July 10,
2017
6:00 p.m.

Colleyville Public Library
110 Main Street - 2nd Floor Meeting Room

1. CALL TO ORDER

Vice Chair Mitali Mandlekar called the meeting of the Parks and Recreation Advisory board to order on July 10, 2017, at 6:07 p.m.

Present: Chair Hillary Schwanbeck, Vice Chair Mitali Mandlekar, Board Members Rich Hendler, Cliff LeBlanc, John Hillebrand, Natalie Genco, Ajit Purandare, and Jim Hasenpflug. Youth Sport Associations Liaisons: Colleyville Baseball Association representative Brenton Johnson. City staff: Parks Manager Heather Dowell and Administrative Support Specialist Julie Prewitt.

Absent: Youth Sport Associations Liaison: Colleyville Lacrosse Association representative Erika Davis-Noble and Colleyville Girls Softball Association representative Matt Koch, and Colleyville Soccer Association representative Patrick Dunagan.

2. APPROVAL OF MINUTES

April 10, 2017

Board member Cliff LeBlanc stated he had a question about the previous minutes regarding the Park Land Dedication fund information from last meeting. Parks Manager, Heather Dowell, stated she will address the Park Land Dedication fund in agenda item 3a.

Board member Jim Hasenpflug moved to approve the April 10, 2017 meeting minutes as written. Board Member John Hillebrand seconded the motion. The motion carried unanimously.

3. REGULAR AGENDA ITEMS

3a Update on Park Land Dedication Fund

Parks Manager, Heather Dowell, referenced last meeting's question concerning the Park Land Dedication fund status report showing negative interest. Manager Dowell has been in-touch with Staff members, from the finance department. A finance staff member stated the account is an investment account, and the

interest can be negative in the beginning of the year due to the end of year interest accrual that is completed in the prior year. The interest line can show up as a negative number until the interest is accrued throughout the year, it is merely an accounting entry, it is not actually part of the account. The account currently has \$3,705 in investment earnings to date.

Chair Hillary Schwanbeck arrived and assumed running the meeting at 6:11 p.m.

- 3b** Consider the Colleyville Nature Center Pond Naming Ad Hoc Committee's recommendation and approval of the May 1, 2017 Ad Hoc Committee minutes

Board member and Colleyville Nature Center Pond Naming Ad Hoc Committee member Cliff LeBlanc informed the board the committee reviewed the recommendation of names provided by the Facebook Friends of Colleyville Nature Center and moved to recommend those pond names to the board and City Council.

Board member Mitali Mandlekar asked if these are the names the residents proposed. Board Member and Colleyville Nature Center Pond Naming Ad Hoc Committee member Cliff LeBlanc stated yes. Board member and Colleyville Nature Center Pond Naming Ad Hoc Committee member Ajit Purandare stated they looked at the regulations, and all the names met the requirements.

Board member Ajit Purandare moved to approve recommending the nine pond names recommended by the Colleyville Nature Center Pond Naming Ad Hoc Committee to city council, board member Mitali Mandlekar seconded. The nine pond names are attached in a map.

Board member Jim Hasenpflug sought confirmation that the vote was not approving the pond names, just recommending them to council. Manager Dowell stated yes, the recommended names will still go to council for final approval.

The motion to recommend the pond names to City Council passed unanimously.

Board member and Colleyville Nature Center Pond Naming Ad Hoc Committee member John Hillebrand moved to approve the minutes of the May 1, 2017, Colleyville Nature Center Pond Naming Ad Hoc Committee, Board member and Colleyville Nature Center Pond Naming Ad Hoc Committee member Cliff LeBlanc seconded. The motion carried unanimously.

Chair Hillary Schwanbeck stated the Colleyville Nature Center nine pond names will be recommended to City Council. Once the names are approved, the Ad Hoc committee will dissolve.

3c Consider the frequency the Parks and Recreation Advisory Board Meets

Chair Hillary Schwanbeck informed the board the Parks and Recreation Advisory Board bylaws state the board meets quarterly. It has been requested by board member Rich Hendler to meet more frequently.

Board member Ajit Purandare asked board member Rich Hendler to give the pros and cons of meeting monthly. Board member Rich Hendler stated he did not make a suggestion to meet monthly, he made a suggestion for the board to discuss quarterly meetings. Board member Hendler thinks it would be wise to look at how often the board meets, due to the fact we are in a huge master plan revision. Board member Hendler stated he does not have a preconceived notion of meeting bi-monthly or monthly, they could call special meetings.

Board member Cliff LeBlanc asked a bylaws question, "If the board had a monthly meeting, and a member did not show up, and there is no quorum, then the board would just go on to the next meeting?" Manager Dowell stated she spoke with the assistant City Secretary and was told if the board wanted to have more meetings, it is welcome to have more. The board will need to meet as a public meeting; you will need to have a quorum, and if you miss a meeting it will count against your 75% attendance record. Manager Dowell also stated the board may call meetings when they want to, they don't have to call them special meetings, and they don't have to change the bylaws to call more meetings.

Board member Rich Hendler asked previous Parks and Recreation Advisory board members if the quarterly meetings worked out. Board member Mitali Mandlekar, answered the quarterly meetings worked out fine, Manager Dowell can reach out to the board to attend meetings with the consultant. Board member Mandlekar stated that before we change our meeting frequency this year, we need to see how this would work with our requirement to visit with the consultant for the master planning process. If we have a (board) meeting scheduled on one day but the consultant is coming in (out of town) on another day to visit with us, we want to make sure that these meetings are scheduled such that we have a quorum and board members are also available to attend as many master plan process meetings as possible.

Board member Cliff LeBlanc asked if the Special Meetings would count as voting meetings. Manager Dowell stated you can take action like a regular meeting.

Board member Hillary Schwanbeck asked about the stakeholder meetings called in June, can you call more meetings like that, or would it need to be more official. Manager Dowell stated we can call meetings either way, we knew there would not be a quorum at the meetings, and therefore no posting was required. If we need

to have a meeting and the board can meet at one time where there will be a quorum, then we need to post an agenda with a 72 hour notice.

Board member Jim Hasenpflug asked when the master plan will be done. Manger Dowell informed the board it should be completed by the end of the year, in her report she will discuss the Parks, Recreation and Open Space master plan update, she will be looking to have a meeting with the board in September and having a public meeting with the consultant. Manager Dowell stated as the consultant does a report/update, she definitely wants the board to see the information, and if the board would like to have a meeting to discuss the information, it can. The consultant is working to compile all the stakeholder information and present it at a public meeting on the first or second week of September.

Board member Jim Hasenpflug asked when do you, Manager Dowell, expect the consultant to start drawing conclusions, formulating a plan, something we could give feedback on, earlier than later. Manager Dowell stated sometime after the September public meetings. Manager Dowell let the board know we should start receiving information from the consultant in October, then we will be meeting with the board, to be followed by council for input. After the meetings the consultant will go back through the draft and add the comments from everyone.

Board member Cliff LeBlanc asked if there is a plan for a special meeting for this board to provide influence/opinion about the master plan to council. Manager Dowel answered, when the consultant comes out with the first proposal, the board will be able to give feedback and your feedback will go to council for review.

Board member Rich Hendler stated, "And if there was a bi-monthly meeting, we could actually have an open forum at this group so we could, to discuss that, to make our joint response. I personally want to do more, at a minimum I would say bi-monthly and if we didn't have enough agenda items, but bottom line is I think we could be doing a ton more, we could be free thinking, we can get together. I mean, if there is a problem with quorums or if there is a problem with time and people don't want that, but going from quarterly to bi-monthly would add two more meetings. And, personally to have waited three months to approve an ad hoc committee thing on pond naming and that's what we are showing as our action today, maybe that's why people have difficulty making the meetings. That's just an opinion, that's just probably not a good comment that I made. But, I think we could be doing a ton more; I think we could be having meetings, you know bring the sports groups in, have them give reports, we could be talking to the senior citizens, I think we could be doing a ton more at these meetings but, that's me and if everyone is happy with the status quo, so will I be."

Board member Ajit Purandare stated he would not be opposed to bi-monthly meetings, two more meetings, that's six instead of four. Board member Purandare does not think that's an extraordinary requirement.

Board member Rich Hendler stated he does not know what it would take to make the change, he wanted to get a feel if everyone was happy with quarterly meetings.

Board member Ajit Purandare stated that it's July now, and from a Colleyville Soccer Association prospective, the board will not have a meeting before the season starts, and will almost be done before the next meeting; to Rich's point there is no chance for feedback.

Board member Rich Hendler stated, "Before, back when I was, it was a parks board, the liaisons were not part of the meetings. But, the point is you could have, in bi-monthly meetings, you could have a sport come by year and just give an update, and stir it up, and do you know, have speakers, bring an arborist in. I'm just thinking that we, this board should stir the pot, and that's, you know maybe that's not appropriate, but I like not waiting until October. Meaning, just what he said, school, maybe bring in the school district in, I mean the liaison, and the parks board; I get that we rely on staff, but we as a board represent citizenry, and we can be bringing things forward as far as, items etcetera." Board members Mitali Mandlekar and Ajit Purandare agreed with board member Hendler. Manager Dowell stated that staff is looking for the board to bring forward items they want to address.

Chair Hillary Schwanbeck asked what is the best process to bring items to the agenda before it is created. Manager Dowell informed the board a member can bring an item to staff or the chair, if you want to follow processes, a member would send the request to the chair, and the chair would send the request to the parks manager. Manager Dowell stated staff is happy to add any item to the agenda, there is the requirement of having the agenda published and posted 72 hours prior to the meeting that will need to be followed.

Board member Rich Hendler stated he requested the frequency of meetings be placed on the agenda to have a discussion to see if the board was happy with what they were doing. Board member Hendler hopes the board gets together before the draft of the master plan is put together, because we should be putting together something and hearing from each other. Board member Hendler stated that's what we are is an advisory board.

Chair Schwanbeck is not opposed to bi-monthly meetings. Chair Schwanbeck asked if the board did move to bi-monthly meetings, how would the board like to move towards that? Board member Cliff LeBlanc asked if they wanted to move October's meeting to September. Manager Dowell stated you can do that, when she gets the dates from the contractor for the Master Plan she will give them to the board, and they can decide if they want to meet before that date, or go to that

meeting and meet after. Manager Dowell stated that is something we need to discuss.

Board member Mitali Mandlekar stated she definitely wants to be involved in the public meetings, anything involving the master plan process. Board member Mandlekar stated she is concerned if the board has a bi-monthly meeting that it would impact the schedule of feedback from the board members on the master plan process. Board member Mandlekar stated a board member would then be attending 2 or 3 meetings in one month, board meetings and stakeholder meetings, and she would want park board members to be involved in the stakeholder meetings, it is really important. Manager Dowell stated it is important the park board be involved, as soon as she gets the date from the contractor she will send it out. Manager Dowell stated if the board would like to see the information the contractor has collected from the surveys before the public meetings, she can send it out and then the board can attend the public meetings and meet to discuss after the public meeting.

Chair Schwanbeck stated to keep in mind this is a brief season of mini meetings that is important to have, not something long term. Chair Schwanbeck continued, we can look at starting to meet bi-monthly in 2018 and start effecting more change.

Board member Cliff LeBlanc stated the more active we are as a board the more important we will be to staff during implementation. Unfortunately, the quarterly system has made us backseat, reactive mode. If we met more often, we could be more impactful to the community.

Chair Hillary Schwanbeck agreed. Board member Ajit Purandare also agreed, and stated the board would be more responsive.

Chair Schwanbeck stated we don't go bi-monthly until 2018; for the remainder of this year have our regular scheduled meetings and add additional meetings where we feel necessary for the master plan.

Board member Rich Hendler stated that makes perfect sense, and will state again he thinks this board needs to meet before we get consultant input from the meetings. Board member Hendler personally is on this board to find out what the other board members think, and we need to do that before. Board member Hendler stated we had split sessions, that was great, we had stakeholder meetings, that was great, but he thinks bi-monthly meetings, no rush in this; January, March, May, July, September, November, and call off July for vacations. Board member Hendler does not want to upset anybody meeting their criteria.

Board member Cliff LeBlanc stated he would like to have a special meeting to call out the board's priorities concerning the master plan from all the feedback, in a month or two months, whatever is best.

Board member Rich Hendler thanked board member LeBlanc, and stated that would be a great idea.

Board member Jim Hasenpflug asked when the consultant comes back in September for the public meeting will he be here for several days or just in and out. Manager Dowell let the board know it will be a day or two, if the board would like to set up another meeting with the consultant, the consultant can be contacted to try to block that time out.

Board member Jim Hasenpflug would like to meet with the consultant as a group prior to the public meeting to hear where they are coming from and offer constructive comments either at that time or at the public meeting as well. Board member Hasenpflug also stated the board should meet as a group again, to discuss how the public meeting went, what follow up items the board has, and what follow-up items the consultant is looking at. Board member Hasenpflug would like both of those meetings to be official meetings, and for the board to also attend the public meeting. Board member Hasenpflug stated as an advisory council it would be good to hear before the consultant speaks to the public, and if there is anything dramatic, they could interject information as needed. Board member Hasenpflug stated as an advisory board to both the parks manager and the consultant, the board should hear what is going to be said beforehand.

Board member Mitali Mandlekar stated these are great ideas and asked Manager Dowell if the additional meetings are included in the contract with the consultant. Manager Dowell stated she would have to contact the consultant and see if they are willing to do the additional meetings without a charge, there are a certain amount of meetings included in the contract.

Board member Jim Hasenpflug stated that was why he asked about the travel plans of the consultant, he did not want to incur any additional costs, if the consultant was in town a day or two before the public meeting, the board could meet with him.

Board member Cliff LeBlanc asked if there were any meetings scheduled with City Council. Manager Dowell stated not before the public meetings, there will be another meeting when City Council gets the preliminary plan. Manager Dowell stated we had a meeting with council where they provided their input, and as we gain information from them, we will be sending it out for people to review and add in their input.

Board member John Hillebrand stated he liked the concept of meeting with the consultant before the public meetings, he would like to get a sense of what direction the consultant is going and what they see as primary issues that they want to address so the board can have some input into that discussion and influence. Board member Hillebrand would like some feedback from the consultant before the board meets the first time, then after the public meetings when they are starting to pull their information together a little more concretely, (the board) adding some input, he believes is a good idea.

Board member Rich Hendler stated, "So I am not asking for action, I just wanted to see which way the wind was blowing. Cliff made a comment sort of on momentum, we need bi-monthly, there is just a little bit more, 3 months is a long time, and that's our choice that's fine. But, I just like that idea to get into a routine; we are volunteering, we are not paid staff, so it has to be a dialogue with our staff as well, meeting rooms, I understand all that. But, I just, I think we can be doing a little bit more, and that schedule would be a little bit more conducive to getting involved and representing the citizenry."

Board member Jim Hasenpflug stated, "What I would like to suggest, that so, maybe we can move on, is that you have heard our comments and our desire to be involved more in the strategic thing. So if we can try to accomplish that, that's going to lead to several more meetings here in the next few months, and then as it starts to wind up, you said I think you said around the end of the year, you know we are going to want to have additional meetings with them as it comes down, and as that sort of winds down, then we can reevaluate. Hey, how did we like this, did we feel we were more effective, and if we were, then let's plan for more frequent meetings in 2018."

Board member Rich Hendler thanked board member Hasenpflug.

Board member Ajit Purandare stated then bi-monthly meetings in 2018.

Board member Jim Hasenpflug stated to re-evaluate sometime in November.

Board member Cliff LeBlanc stated that they are going to need to do a survey, since there are a couple of people not here, to find out what is the best time and date.

Liaison Brenton Johnson stated he supported the idea.

Board member Jim Hasenpflug stated as we schedule these additional meetings, with the exception of where we have the consultant, we should all feel empowered to put other items on the agenda, whether it's from one of the youth associations to talk about something that's coming up in their year; then anyone of us can call and get it on the agenda. Board member Hasenpflug stated the board should not

hesitate, these additional meetings do not have to be 100% exclusively tied to the master plan.

Board member Cliff LeBlanc asked if there is any plans for additional expenses or new expenses or any of those kind of things for facilities. Manger Dowell asked as far as the Voluntary Park Fund? Board member LeBlanc stated well, tarps or anything. Manager Dowell stated right now we are not planning any large items, because we are looking to the master plan to set the next 10 years out. Manager Dowell informed the board that in the master plan there will be an implementation plan, which looks at all of our funding and will help line it all out.

Board member LeBlanc stated, so you are going to wait through the master plan stuff? Manger Dowell stated we are still going to be doing small projects, we are not going to do any major re-dos, we are not looking to use any Voluntary Park Funds right now and we want the consultant to have all of that to look at with their information to create the implementation plan.

Board member LeBlanc asked, so those items do not need to get the board's approval? Manager Dowell stated when we go through the master plan we will look to the board for approval, and when it comes to the funding we will look to the board for approval.

Board member LeBlanc stated he meant the small things, little projects. Manger Dowell stated not out of the general fund, only out of the Voluntary Park Fund, day to day maintenance we do not come to the board.

Board member Natalie Genco joined the meeting at 6:41 p.m.

Chair Schwanbeck stated we will add this to another agenda, later in the year or beginning of 2018 to discuss.

4. REPORTS

4a Recreation, Athletics, and Senior Center report

Manager Dowell gave the Recreation, Athletics and Senior Center update for Recreation and City Events Manager Lisa Escobedo. Starting off with Recreation, The Texas Junior Anglers event was held at the Colleyville Nature Center on April 22nd with over 150 people attending the free event. The summer recreation classes started in June and will continue through August.

All the youth sports associations have finished their spring season. Spring Volleyball finished their season with a tournament May 13th with the largest league to date, 40 teams and 392 girls participating. Summer Volleyball started and will

end July 29th and it is the largest summer league to date with 19 teams, and 180 girls participating. Fall Volleyball will begin registration July 24th.

Tennis has 5 teams playing at City Park. The summer tennis classes include weekly camps as well as monthly classes.

The Senior Center had AARP come and prepare taxes free of charge again this year, 115 people participated.

In May the Senior Center received a \$2,893 grant from the Colleyville Woman's Club to be used to purchase audio equipment for the large room at the Senior Center.

Upcoming events are the Library Reading Finale on July 28th, and the Senior Health Fair on September 8th.

4b Parks Report

Parks Manager, Heather Dowell, informed the board the parks staff has been busy with youth sports associations' spring seasons and several tournaments outside of the associations. The parks staff tried letting the youth baseball association practice on the competition fields. Liaison Brenton Johnson stated this change went outstandingly well and the change in practice area has helped their membership numbers, and thanked Manager Dowell.

Board member Natalie Genco asked what youth sports association does Mr. Johnson represent. Liaison Brenton Johnson stated Colleyville Baseball Association.

Board member Rich Hendler asked in reference to the practice fields, does each team get a practice each week, or was it a rotation. Liaison Johnson stated the association tried to use it as a single practice a week. Board member Hendler then asked what ages. Liaison Johnson stated different ages and different fields, from 6 years old to 13/14 years old. Liaison Johnson stated we are a recreation organization, so our recreation teams had first priority, and tried to limit the number of slots to keep from damaging the fields.

Board member Ajit Purandare asked Liaison Johnson about other cities going to turf fields. Liaison Johnson stated the infields are artificial turf. Board member Purandare asked if that change is supposed to be better or worse. Liaison Johnson replied depends on what type is put in, a lot of teams like it because it is reducing injury during tournaments, and they are not having to drag the infields all the time. Liaison Johnson stated from a prospective of your facility or one with turf fields they are going to go to the other one; from an association prospective it makes it easier for us to get all the scheduled games in.

Manager Dowell informed the board the Pleasant Run lower practice fields continue to be closed this summer and the grow-in looks good, hopefully they will be ready by August 5th for the new season, and parks staff will start working on the upper fields.

Manager Dowell stated you will see more improvements on the practice fields as Pleasant Run Road is under construction. When they redo the road there is a trail that is supposed to be built along the front of the park, the Cotton Belt trail will connect from an off-shoot that will come down into Pleasant Run Park and utilize the trail that is already there, then go through the church property and through the front of the practice fields, where a new fence will also be put up. This change will allow for connectivity from the Cotton Belt Trail, to the park and neighborhoods.

The park staff is working on replacing dead plant material around town where there is die off and working to plant the area out in front of city hall. The staff is working hard to keep up with the heat and maintenance; we are fortunate for all the rain we have had over the past couple of weeks.

L. D. Lockett Park is almost complete, marketing staff is working on a grand opening date and as soon as the date is set Manger Dowell will inform the board. Over the next few weeks parks staff will work on the finishing touches, grass was not scheduled in the contract so parks staff is going to re-sod the disturbed areas. This fall park staff will add some trees in the area where some were lost.

The Parks, Recreation and Open Space Master Plan is progressing. Manager Dowell would like to thank the board for attending the meetings with the consultant. A lot of good feedback was obtained from the stakeholder meetings, 10 meetings were held with over 90 people attending. Many similar topics were discussed during the meetings, this will be helpful to prioritize and make big improvements. Fifteen hundred random 5 page surveys were mailed out to Colleyville residents, the consultant has received over 300 surveys to date. 183 on-line surveys have been completed to date, this survey will stay open until after the public meetings. In September the consultant will be meeting with 5th and 6th graders along with some high school students to get their feedback for the master plan.

Board member Cliff LeBlanc requested for Manger Dowell to inform the board when the meetings are held with the students, he may want to attend. Manger Dowell affirmed.

Manger Dowell informed the board planning for the public meeting is continuing; the meeting will have some of the mapping, different discussions covering topics

that have already been discussed and an inter-active part. As soon as the meeting date is set it will be sent out to the board.

The next step in the master plan process will be to assemble all the meeting information and the surveys to see the citizen's desires. It will be put into a list order and later compiled into an implementation plan. The implementation plan will look at projects, priorities, funding sources and availability, timelines and grant opportunities. It will provide conceptual plans or ideas and basic prices associated with the plans that will allow the city to plan for big projects over the next 10 years.

Chair Hillary Schwanbeck asked Manager Dowell what the policy is related to unlocking the restrooms at McPherson Park. Manager Dowell stated staff usually comes in at 7am, and the first thing they do is go out and unlock the bathrooms, at night someone comes back around 9pm to 10 pm to lock them. L. D. Lockett Park has the first bathroom locks with a timer, we are trying the timer locks out with a hope to install them at all the parks. Staff would like to set the locks to unlock at 5am and lock at 10pm without staff having to come back to lock up. So far there have been no issues with the timer locks. Chair Schwanbeck stated she found the restroom doors at the McPherson Park big pavilion locked the other day. Manager Dowell stated those restrooms are not always unlocked due to infrequent use, she will make a note.

Board member Mitali Mandlekar asked if the timer locks will have a remote access, would you be able to lock and unlock remotely. Manager Dowell stated not that she is aware. Board member Cliff LeBlanc stated it depends on the brand of locks, there are some that have apps. Board member Mitali Mandlekar stated it would be nice for the future, so you don't have to be physically there.

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

Citizen Dave Dudziak of 2301 Wikes Court, Colleyville spoke on behalf of Kimzey Park and Ross Downs/Longwood neighborhood. Mr. Dudziak stated he was not aware there was a Parks, Recreation and Open Space Master Plan update occurring until today when he was looking at the City's website. Mr. Dudziak referenced in the past the City of Colleyville kept a priority list of park projects and he had worked with the city to get Kimzey Park upgrade projects on the list. Current items he would like added to the 2018 priority list for Kimzey Park: 1) Dredge the pond, 2) Address flooding in the playground area when it rains, 3) Add a drinking fountain, 4) Add some wildflowers to open space, and 5) Add shade structures to park around playground area for parents watching children. Mr. Dudziak would also like for the city to look at angle/location of ramps from

sidewalks to street, he has to almost be standing in the street to push the button for the crosswalk to be activated, and feels it is an endangerment.

Manager Dowell informed Mr. Dudziak and the board the pond dredging and playground flooding at Kimzey Park has already been identified with the master plan process.

Board member Jim Hasenpflug requested Mr. Dudziak to clarify the ramp angle. Mr. Dudziak stated the ramp is facing the street at a 45 degree angle instead of strait across. Board member Mitali Mandlekar stated that is a separate ordinance. Mr. Dudziak stated he is aware of it. Board member Ajit Purandare stated Highway 26 is a state highway and he would need to take up the issue with Austin. Mr. Dudziak stated it is the same on Glade Road.

Mr. Dudziak would like to thank the board for the lights on Bransford Road at Cotton Belt Trail crossing.

Mr. Dudziak stated he would like a sign on the Cotton Belt Trail for parents to wear bike helmets since their kids are wearing helmets.

Board member Ajit Purandare asked how is the crossing going, especially the one intersected at Pleasant Run Road. Board member Rich Hendler stated the signs help, but there are still people distracted there. Chair Schwanbeck stated that the intersection really needs a stop sign.

Board member Ajit Purandare asked if there were any other intersections along the Cotton Belt trail Mr. Dudziak felt were hairy along the trail. Mr. Dudziak stated Pleasant Run Rd and Bransford Rd are the two busiest, maybe McCain could be better. Board member Natalie Genco stated maybe a sign stating helmets save lives. Mr. Dudziak stated something for awareness and education.

Mr. Dudziak stated the master plan is a great project, and would like to state board member Rich Hendler is right, about meeting more often and getting ahead of the consultant, they need to hear about Colleyville from the board, make sure the consultant doesn't take over your job.

Board member Rich Hendler asked Mr. Dudziak how can we increase cyclist or use on the Cotton Belt Trail by the citizenry. Mr. Dudziak suggested better connection points to the trail. Mr. Dudziak stated the L. D. Lockett Park is good for the ability to get water and use the facilities, and that's important. Board member Hendler suggested some safe signs to alert people that there's people coming down the trail, because a girl came jogging out from L. D. Lockett park without looking the other day and almost caused an accident. Mr. Dudziak suggested more advertising or demonstrations of some kind to get people involved, there are plenty of people on the trail, but not enough.

Board member John Hillebrand thanked Mr. Dudziak for his comments and bringing up some good points, and that you have brought forward citizen awareness of the master plan; you are an HOA president, active with biking and you did not know the master plan was happening. Board member Hillebrand stated he would hope that HOAs would notify their residents that the master plan is happening or have temporary signage on the Cotton Belt Trail telling "You could have input" and list the website or put signs at the pavilions/sporting events to let the citizens know that we are doing the master plan. Mr. Dudziak stated that board member Hillebrand is right, and referenced signs in parts of Grapevine that are on their trails, those signs are developing awareness with citizenry. Board member Hillebrand stated he does not think laminated signs would cost that much, they would only be up for a couple of months; you could stick them on a fence post or in the ground, just so the people who use the facilities know about the master plan. Board member Hillebrand thanked Mr. Dudziak for coming and for his comments, they are exactly the type of input the board needs to hear and the consultants.

Mr. Dudziak referenced board member Handler's point and stated the more active the board is the more active participation you will receive in return. Mr. Dudziak thanked the board for listening to his requests.

Citizen John Furin of 3113 Hazlewood Court, Bedford, Texas stated he was a retired GCISD educator and coach. Mr. Furin informed the board he was there to let them know about the Extreme Flag Football organization he is bringing to Colleyville. The goal of Extreme Flag Football is to make the game of football safer. There is a patent on Extreme Flag Football and it is a 501(c)3 organization. Coach Willis at Colleyville Heritage High School is behind the program. Mr. Furin would like to give back to the community by bringing the program to Colleyville, he will be providing a skills development night and speakers to mentor the participants as part of the enrollment fee. The first season will be held at Compass Church. There will be an information meeting at Dick's Sporting Goods on Saturday, July 22nd.

Board member Natalie Genco asked what the ages of the players were. Mr. Furin stated there will be three divisions in the fall season; 1st & 2nd graders, 3rd and 4th graders, and 5th and 6th grades will be together. In the spring we may add a 7th and 8th grade division.

Board member Natalie Genco stated this may be the way of the future.

Board member Rich Hendler asked if July 22nd will be a sign up, or do you have a try-out. Mr. Furin answered that there are no try outs, you just sign up.

Board member Hendler asked when the practices will start. Mr. Furin stated the skills will start Monday night the week after sign ups, and practices will follow on Tuesdays.

Mr. Furin stated he had flyers for anyone interested.

Board member Natalie Genco wanted to let the board be aware of a project she has been working on, a Community Garden. The garden will not be a part of the parks, it is a separate 501(c)3, and will be located in McPherson Park. The initial presentation has been presented to council, and it will be voted upon in a couple of weeks. Board member Genco likes to think of it as a community builder, a place where families can go and learn together. The targeted dig date is early November.

Chair Hillary Schwanbeck asked board member Natalie Genco who has the mulcher. Board member Genco stated the parks department has the chipper and will be mulching. Chair Schwanbeck stated to let her know if they need any good mulch, she has a lot of good scrap that they are paying to be hauled off to Alpine.

Board member Rich Hendler stated he would like a plot. Board member Genco stated the plots are very limited right now, only 33 to begin.

Board member Rich Hendler asked to explain the dig date. Board member Genco stated in November they are going to build the beds, put dirt in, and mulch. If someone wanted a winter garden they can, but the North Richland Hills Community Garden suggested they build the beds and let them sit before starting to plant.

Board member Natalie Genco stated they are going to encourage plot renters to donate their excess vegetables, there will be a designated picnic table for Grace Food pantry to come by and pick up the extra vegetables.

6. ADJOURNMENT

Board member Mitali Mandlekar moved to adjourn the meeting, and board member Jim Hasenpflug seconded. Motion carried unanimously. Chair Hillary Schwanbeck adjourned the meeting at 7:48 p.m.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 2nd DAY OF October, 2017.

Minutes taken and prepared by:

*Julie Prewitt
Administrative Secretary*

Attachment: Map of recommended pond names for the Colleyville Nature Center ponds

This map illustrates the Mill Creek Watershed, highlighting several key water bodies and their interconnections. The ponds shown include Duck Haven Pond, Long Pond, Angler's Pond, Pecan Pond, Peaceful Pond, Mill Pond, Hidden Pond, Herman's Pond, and Dry Pond. The map also depicts the Mill Creek and Little Joe Creek, along with various roads such as W. Glade Rd, Mill Creek Dr, and Mill Wood Dr. A dashed line indicates the watershed boundary, and a brown line shows the location of the Mill Creek Dam.

City of Colleyville



City of Colleyville

Parks and Recreation Advisory Board Special Meeting MINUTES

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

Wednesday, September 13, 2017
6:00 p.m.

Colleyville Public Library
110 Main Street - 2nd Floor Meeting Room

1. CALL TO ORDER

Chair Hillary Schwanbeck called the special meeting of the Parks and Recreation Advisory board to order on September 13, 2017, at 6:04 p.m.

Present: Chair Hillary Schwanbeck, Vice Chair Mitali Mandlekar, Board Members Rich Hendler, Cliff LeBlanc, John Hillebrand, and Jim Hasenpflug. Council Member Bobby Lindamood. Youth Sports Associations Liaisons: Colleyville Soccer Association representative Nathan White and Colleyville Girls Softball Association representative Matt Koch. City Council member Bobby Lindamood. City staff: Parks Manager Heather Dowell, Senior Center/Recreation Manager Lisa Escobedo, Administrative Support Specialist Julie Prewitt, and Brandstetter Carroll, Inc. representatives Patrick Hoagland and Elizabeth Holser.

Absent: Board Members Natalie Genco and Ajit Purandare. Youth Sport Associations Liaisons: Colleyville Baseball Association liaison Brenton Johnson, and Colleyville Lacrosse Association representative Erika Davis-Noble.

2. DISCUSSION WITH CONSULTANT

2a Discussion with Parks and Recreation Master Plan consultant, Brandstetter Carroll Inc., regarding the direction of the Parks, Recreation and Open Space Master Plan.

Parks Manager, Heather Dowell, introduced the consultants Pat Hoagland and Elizabeth Holser from Brandstetter Carroll, Inc., then she informed the board they will give the board an update on the Parks, Recreation and Open Space Master Plan. Brandstetter Carroll, Inc. representative Patrick Hoagland presented an overview of the work that has been completed to date and what is planned in the future.

Board member Cliff LeBlanc asked Mr. Hoagland if they had spoken with the children yet. Mr. Hoagland stated they have not spoken with any children yet, they would still like to. They are experiencing difficulty in getting an appointment set.

Board member Rich Hendler asked if there was a football organization. Mr. Hoagland stated they were not at the meetings. Parks manager, Heather Dowell, stated we do not have a football organization that uses the City of Colleyville's fields. Board member Hillary Schwanbeck asked if they had tried the high school's booster clubs. Manager Dowell stated no, they had not. Board member Rich Hendler asked where do Colleyville children play football, and where are their games played. Senior Center/Recreation Manager, Lisa Escobedo, stated the youth play football through the Grapevine/Colleyville Youth Football Association and is scheduled through Grapevine Parks and Recreation. As far as where games are played, Manager Escobedo stated she is not sure since the games are scheduled through Grapevine Parks and Recreation. Games are probably played at a GCISD school or Grapevine park.

Board member Rich Hendler asked what the target date for the draft copy of the Parks, Recreation and Open Space Master Plan presentation to City Council. Mr. Hoagland stated he needed to revise the schedule since the public engagement segment was not held until September, it's probably right after the first of the year.

Board member Cliff LeBlanc asked Mr. Hoagland if there will be a visual of all the information presented later. Mr. Hoagland confirmed there will be.

Council Member Bobby Lindamood asked Mr. Hoagland if Colleyville's pocket parks will be represented on the visual to be presented later. Mr. Hoagland stated the existing parks, i.e. the HOA parks, were on the maps as well as city trails and the private trails.

Brandstetter Carroll, Inc. consultant Mr. Hoagland continued with the presentation moving on to discuss the surveys. 1,500 surveys were mailed to Colleyville residents, the consultants expected around 300 to be returned. The consultants have received 534 completed mailed surveys back. To date the consultants have received 952 responses to the on-line/paper survey, which is open to all users of Colleyville facilities and activities.

Board member John Hillebrand asked Mr. Hoagland if his responses are based on the statistically valid survey. Mr. Hoagland stated yes, just the statistically valid random sample survey is in the presentation.

Board member Hillary Schwanbeck asked if the benchmark is based on similar type of communities or just a national benchmark. Mr. Hoagland stated the benchmark is all of ETC Institutes' (company used to conduct the survey) communities they have surveyed across the country.

Board member Cliff LeBlanc asked if Mr. Hoagland knew the standard deviation of the survey. Mr. Hoagland stated plus or minus 4.2%

Board member Mitali Mandlekar referenced a chart shown by Mr. Hoagland, it shows and stated the needs are probably lower due to neighborhood parks having good access for the residents. Mr. Hoagland stated that is probably correct, the key is looking at the unmet needs.

Board member Rich Hendler asked Mr. Hoagland if the scores reflected for golf are always that low. Mr. Hoagland stated it is just below tennis courts, it just shows what's most important to a household.

Mr. Hoagland moved to present Priority Investment Ratings, which combines the importance to households and unmet needs.

Board Member Mitali Mandlekar stated she found it interesting that off leash dog parks keeps showing up high on the list of needs.

Then Mr. Hoagland moved on to show the same statistical data for recreation programs.

Board member Rich Hendler commented that the data presented was incredible, and was great to see it put all together. Mr. Hoagland said this is a company that has started putting these statistics together.

Board member Cliff LeBlanc stated he noticed that a lot of the recreation programming is skewed towards older demographics. Is that normal? Mr. Hoagland stated yes, those activities are things you can do your entire life that come to the top of the statistics. If you look at youth activities they have approximately an 8 year span of when people participate in them.

Board member Cliff LeBlanc asked how do you make sure you don't lose track of some of the activities for the youth. Mr. Hoagland stated the sports show up as a small group, but we know they are an important group and look at making sure we cover these groups. That's why we do so many different types of public engagement in this phase of data collection.

Board member John Hillebrand stated the way the questions are structured imply the youth's needs are being met. Mr. Hoagland stated yes. Board member John Hillebrand stated they have programs and are happy with the facilities, they don't perceive the need that they need more and the city may have addressed their needs very well. Board member Cliff LeBlanc stated it's not addressing them that I'm talking about, it's in the grand plan of things you are trying to set the vision, if you totally focus on the items at the top of the chart you may forget about the

things that keep people around. Council member Bobby Lindamood stated something else to remember, that five years ago the average age of a Colleyville resident was 56, now it's 47. It's kind of getting younger, but before long it will creep back up.

Board member Cliff LeBlanc asked if we ever use Radio/Television to get the message out about events. Council member Bobby Lindamood stated we are too small.

Board member Rich Hendler asked Mr. Hoagland if the two page survey was an old one. Mr. Hoagland stated the information presented was from the 6 page mailed survey. The two page is the web-survey that is on-line now.

Board member Rich Hendler stated the information is so actionable and direct, thank you.

Council member Bobby Lindamood asked when the on-line survey will close. Mr. Hoagland stated we can close it at any time, but we want to keep it open until after the public meeting tomorrow night. We will probably close it next week.

Board member Cliff LeBlanc asked if Mr. Hoagland had a number of the sidewalks around, what sidewalks are not there and the trails. Mr. Hoagland stated they just had a meeting about the trails. Council Member Bobby Lindamood stated the city has a sidewalk committee.

Board member Cliff LeBlanc asked if there are other options concerning a rec center, have you considered them. Council member Bobby Lindamood stated the council has spoken to Life Time Fitness, they don't want to be in competition with them.

Mr. Hoagland informed the board that the public meeting tomorrow night will be set up into 3 stations.

Board member Mitali Mandlekar stated she felt that was a great way to get information so the whole conversation doesn't get shifted.

Brandstetter Carroll consultant, Mr. Hoagland, finished the presentation.

Board member Rich Hendler asked about the stakeholder meetings that were planned to interact with students at the schools. Parks Manager, Heather Dowell, stated that she has tried several times through different contacts with no follow through from the schools. She is continuing to try and welcomes any contacts that will allow her to make this happen.

Board member Mitali Mandlekar asked if there was a specific age group being targeted. Manager Dowell stated 5th and/or 6th graders and teenagers in a high school.

Council member Bobby Lindamood asked what information is needed to give to the school when they reach out to the schools. Manager Dowell stated the consultants and a City of Colleyville representative would like to meet with the children to ask them what the students would like to see in their parks.

Board member Rich Hendler asked what is the time frame being looked at to meet with the children. Manager Dowell stated the schedule would need to be considered to see when the consultant would be back in town.

Board member Rich Hendler asked if October was being considered. Mr. Hoagland answered probably, I would need to look at the schedule.

Board member Rich Hendler stated he would like to ask if the development of a recreation center is what people really want. Council Member Bobby Lindamood stated he has heard more people wanting better sidewalks and trails more than he has heard of people wanting a community center, but he has heard they want a community center as well. It has not been a big out cry, but there are people that want a community center, and they feel it anchors a community.

3. ADJOURNMENT

The presentation was adjourned at 7:35 p.m.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 2nd DAY OF October, 2017.

Minutes taken and prepared by:

*Julie Prewitt,
Administrative Support Specialist*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9

Agenda Date 10/17/2017

Type Report

Department Finance

Title

Monthly Financial Report - September 2017

Explanation

The FY17 Monthly Financial Report for September reflects year-to-date revenues and expenses through the end of September, however, the financial statements will not be final until all year-end entries and adjustments have been made and reviewed by the auditors.

General Fund

As of September 30, 2017, the General fund collected \$22,469,419 in revenues and incurred \$22,203,277 in expenditures.

Ad Valorem taxes, franchise fees and sales taxes account for more than 80% of the General fund's budgeted revenues.

- **Ad Valorem Taxes:**

The city collected \$13,715,696 out of the \$13,343,370 budgeted for ad valorem taxes, including penalty and interest. Fiscal year 2017 revenue is 2.79% above budget and 5.24% above Fiscal year 2016 revenues.

- **Franchise Fees Revenue:**

The city collected \$2,105,881 out of the \$2,115,000 budgeted franchise fees. The reported revenue is 4.58% below the revenue reported for the same period last year.

- **Sales Tax Revenue:**

The city collected \$3,092,773 out of the \$3,575,000 budgeted sales tax revenue. The reported revenue is 1.79% above the revenue reported for the same period last year. The city did not receive the sales taxes earned for August and September yet, so the final fiscal year 2017 sales tax revenue is expected to exceed the budget.

Utility Fund

As of September 30, 2017, the utility fund collected \$15,238,589 in revenues and incurred \$12,192,160 in expenditures and \$10,154,976 in transfers to the utility capital projects fund. Not all fiscal year 2017 invoices have been received, including

TRA's September bills, so those figures are expected to change over the next few weeks.

Water and wastewater sales account for more than 90% of the utility fund's budgeted revenues.

- **Water Sales:**

The city collected \$10,949,968 out of the \$10,869,131 budgeted water sales. The reported revenue is 3.61% above the revenue reported for the same period last year.

- **Wastewater Sales:**

The city collected \$3,875,519 out of the \$3,650,000 budgeted wastewater sales. The reported revenue is 5.46% above the revenue reported for the same period last year.

Debt Service Fund

As of September 30, 2017, the Debt service fund received \$1,900,717 out of the budgeted revenues and transfers from other funds of \$1,804,314 and expended \$1,969,797 out of the budgeted \$1,854,037 in expenditures.

The expenditures went above budget because the lease payments came up \$123,762 above budget. That payment was budgeted in fiscal year 2016 but the city did not receive the fire engine until fiscal year 2017 so the expenditure had to be recorded against fiscal year 2017's budget.

The budgeted use of available fund balance of \$49,723 and the revenues collected above budget should cover most of that overage, leaving a deficit of \$19,357 which should be funded through fund balance.

Drainage Fees Fund

As of September 30, 2017, the Drainage fees fund spent \$597,846 out of its \$743,452 expense budget and received \$982,660 in revenues which is 2.73% above the budgeted revenue of \$956,550 and 1.65% above the revenues collected over the same period last year.

Attachments

1. September Monthly Report
2. September PowerPoint Presentation

City of Colleyville
General Fund Monthly Financial Report
As of 9/30/2017 - End of 100% of the Fiscal Year
Reports ran October 4, 2017

GENERAL FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		9/30/2017	USED
Revenues*	\$22,331,283	\$22,469,419	100.62%
Expenditures	\$23,329,761	\$22,203,277	95.17%
Revenues over expenditures	(\$998,478)	\$266,143	
Budgeted Draw down on Fund Balance	1,000,000	0	
Revenues & Draw down			
on fund balance over			
expenditures	\$1,522	\$266,143	

*Excludes budgeted fund balance draw down

GENERAL FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2017	FY 2017 YTD	PERCENT	YTD BALANCE	FY 2016 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		9/30/2017	RECEIVED	YEAR END BAL	9/30/2016	PRIOR YEAR
Current Taxes	13,258,370	13,631,768	102.82%	100.00%	12,949,435	5.27%
Delinquent Taxes	30,000	17,584	58.61%	100.00%	28,831	-39.01%
Penalty & Interest	55,000	66,343	120.62%	100.00%	55,103	20.40%
TOTAL AD VALOREM TAXES	13,343,370	13,715,696	102.79%	100.00%	13,033,370	5.24%
Oncor Electric	900,000	889,222	98.80%	100.00%	903,933	-1.63%
Tri-County Electric	105,000	101,311	96.49%	100.00%	112,116	-9.64%
Atmos Gas	350,000	334,570	95.59%	100.00%	368,202	-9.13%
AT&T	70,000	61,776	88.25%	100.00%	66,702	-7.38%
Verizon/Others	60,000	75,934	126.56%	100.00%	59,956	26.65%
Refuse/Recycling	155,000	166,942	107.70%	100.00%	168,787	-1.09%
Cable TV	475,000	476,126	100.24%	100.00%	527,194	-9.69%
TOTAL FRANCHISE TAXES	2,115,000	2,105,881	99.57%	100.00%	2,206,890	-4.58%
Sales Tax	3,575,000	3,092,773	86.51%	100.00%	3,038,498	1.79%
Mixed Beverage Tax	90,000	117,315	130.35%	100.00%	106,607	10.04%
TOTAL SALES TAXES	3,665,000	3,210,089	87.59%	100.00%	3,145,105	2.07%
Building	600,000	658,435	109.74%	100.00%	846,260	-22.19%
Plumbing	55,000	56,650	103.00%	100.00%	74,777	-24.24%
Mechanical	35,000	48,752	139.29%	100.00%	64,518	-24.44%
Electrical	45,000	56,905	126.46%	100.00%	74,905	-24.03%
City License	35,000	59,200	169.14%	100.00%	58,349	1.46%
Building Plan Review Fee	110,000	101,051	91.86%	100.00%	132,212	-23.57%
New Business	3,500	7,110	203.14%	100.00%	6,811	4.39%
Sign Permit	7,000	9,260	132.29%	100.00%	10,690	-13.38%
Fence Permit	10,000	17,826	178.26%	100.00%	21,500	-17.09%
Fire Permits	16,000	11,700	73.13%	100.00%	20,060	-41.67%
Irrigation Permit	15,000	22,784	151.89%	100.00%	27,771	-17.96%
Gas & Oil Well Permit Fee	-	-	0.00%	100.00%	75	-100.00%
TOTAL LICENSES & PERMITS	931,500	1,049,673	112.69%	100.00%	1,337,927	-21.54%

GENERAL FUND - CONTINUED		RECEIVED FY 2017 YTD AS OF 9/30/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED FY 2016 YTD AS OF 9/30/2016	PERCENT CHANGE OVER PRIOR YEAR
REVENUE SOURCE	FY 2017 BUDGET					
Court Fines	800,000	753,159	94.14%	100.00%	830,333	-9.29%
Alarm Fees	53,000	52,618	99.28%	100.00%	52,997	-0.71%
Library Fines	21,420	21,656	101.10%	100.00%	24,980	-13.31%
TOTAL FINES	874,420	827,433	94.63%	100.00%	908,310	-8.90%
Re-zoning	10,000	10,734	107.34%	100.00%	7,743	38.63%
Plat Fee/Site Plan/Landscaping Plan Fee	8,200	9,988	121.80%	100.00%	7,943	25.75%
Board of Adjustment	2,000	3,200	160.00%	100.00%	3,000	6.67%
Sale of Material	100	56	56.00%	100.00%	418	-86.62%
Weed Mowing	6,500	15,108	232.43%	100.00%	11,356	33.05%
Ambulance	320,000	316,938	99.04%	100.00%	359,314	-11.79%
Recreation Program	165,000	233,073	141.26%	100.00%	201,166	15.86%
Non-Resident Fee Parks	39,000	44,240	113.44%	100.00%	43,800	1.00%
Field Use Charge	21,500	22,585	105.05%	100.00%	21,510	5.00%
Engineering & Inspection	62,500	59,800	95.68%	100.00%	4,908	1118.33%
Material Testing	12,500	16,774	134.19%	100.00%	7,734	116.89%
Colleyville Center Rental	240,000	230,612	96.09%	100.00%	209,920	9.86%
Lot Drainage Insp Fee	13,000	17,500	134.62%	100.00%	23,875	-26.70%
TOTAL CHARGES FOR SERVICE	900,300	980,608	108.92%	100.00%	902,685	8.63%
SRO Officer Reimb	98,996	98,996	100.00%	100.00%	94,282	5.00%
Keller Court	227,697	239,468	105.17%	100.00%	247,689	-3.32%
TOTAL INTERGOVERNMENTAL	326,693	338,464	103.60%	100.00%	341,971	-1.03%
Sale of Surplus Property	5,000	-	0.00%	100.00%	52,957	-100.00%
Interest Income	25,000	62,117	248.47%	100.00%	39,755	56.25%
Miscellaneous	55,000	80,599	146.54%	100.00%	98,776	-18.40%
Use of Available Cash**	1,000,000	-	0.00%	100.00%	-	0.00%
Antenna Lease	90,000	98,859	109.84%	100.00%	93,566	5.66%
TOTAL MISCELLANEOUS	1,175,000	241,575	20.56%	100.00%	285,054	-15.25%
TOTAL GENERAL FUND REVENUES**	23,331,283	22,469,419	96.31%	100.00%	22,161,312	1.39%

**Includes budgeted fund balance draw down.

	FY 2017 BUDGET	THROUGH 9/30/2017	THROUGH 9/30/2016	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
RESIDENTIAL BLDG PERMITS	160	136	182	(46)	-25.27%
COMMERCIAL BLDG PERMITS	8	2	9	(7)	-77.78%
CITATIONS ISSUED	11,000	7,441	9,037	(1,596)	-17.66%

GENERAL FUND EXPENDITURES					
	FY 2017 BUDGET	EXPENDED THROUGH 9/30/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
City Council	174,289	191,726	110.00%	100.00%	(17,437)
City Manager	624,048	602,604	96.56%	100.00%	21,444
City Secretary	224,481	215,032	95.79%	100.00%	9,449
Finance	529,806	502,740	94.89%	100.00%	27,066
Legal	200,000	204,392	102.20%	100.00%	(4,392)
Engineering	458,973	394,526	85.96%	100.00%	64,447
Economic Development	199,828	188,830	94.50%	100.00%	10,998
Building Inspection	407,041	417,845	102.65%	100.00%	(10,804)
Community Development	419,589	361,060	86.05%	100.00%	58,529
Fire	4,546,827	4,814,137	105.88%	100.00%	(267,310)
Police	4,702,861	4,622,928	98.30%	100.00%	79,933
Parks	1,286,061	1,114,888	86.69%	100.00%	171,173
Recreation	387,316	335,627	86.65%	100.00%	51,689
Street Maintenance	4,025,593	3,732,277	92.71%	100.00%	293,316
Library	724,703	650,455	89.75%	100.00%	74,248
Communications	59,281	46,092	77.75%	100.00%	13,189
Colleyville Center	385,898	371,717	96.33%	100.00%	14,181
Human Resources	320,339	313,663	97.92%	100.00%	6,676
Municipal Court	419,415	360,867	86.04%	100.00%	58,548
Fleet Services	237,505	221,191	93.13%	100.00%	16,314
Facility Services	526,877	457,407	86.81%	100.00%	69,470
Information Services	908,598	884,712	97.37%	100.00%	23,886
Non Departmental	953,559	796,563	83.54%	100.00%	156,996
Capital Equipment Reserve	402,000	402,000	100.00%	100.00%	-
Merit Pool	204,873	-	0.00%	100.00%	204,873
TOTAL EXPENDITURES	23,329,761	22,203,277	95.17%	100.00%	1,126,484

City of Colleyville
Utility Fund Monthly Financial Report
As of 9/30/2017 - End of 100% of the Fiscal Year
Reports ran October 4, 2017

UTILITY FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		9/30/2017	USED
Revenues*	14,856,131	15,238,589	102.57%
Expenditures**	15,511,920	12,192,160	78.60%
Transfer to Capital Projects Fund	-	10,154,976	
Revenues over expenditures	(\$655,789)	(\$7,108,546)	
Budgeted use of available cash	750,000	0	
Revenues & use of available cash over expenditures and transfers to the capital projects fund	\$94,211	(\$7,108,546.30)	

*Excludes budgeted Use of available cash

** Excludes transfers to the Utility Capital Projects Fund

UTILITY FUND		RECEIVED	PERCENT	AVERAGE ACTUAL	RECEIVED	PERCENT
	FY 2017	AS OF	OF BUDGET	YTD BALANCE	AS OF	CHANGE OVER
REVENUE SOURCE	BUDGET	9/30/2017	RECEIVED	AS A PERCENT OF	9/30/2016	PRIOR YEAR
Water Sales	10,869,131	10,949,968	100.74%	100.00%	10,568,730	3.61%
Sewer Sales	3,650,000	3,875,519	106.18%	100.00%	3,674,867	5.46%
Sewer Installation	15,000	14,000	93.33%	100.00%	18,600	-24.73%
Water Installation	42,000	38,940	92.71%	100.00%	53,060	-26.61%
Engineering Charges	5,000	24,071	481.41%	100.00%	2,155	100.00%
Penalties	237,000	225,897	95.32%	100.00%	256,157	-11.81%
Sale of Material	-	3,697	100.00%	100.00%	-	
Miscellaneous	13,000	40,813	313.95%	100.00%	32,860	24.20%
TOTAL OPERATING INCOME	14,831,131	15,172,905	102.30%	100.00%	14,606,430	3.88%
Interest Income	25,000	65,684	262.74%	100.00%	41,865	56.90%
Use of Available Cash	750,000	-	0.00%	0.00%	-	0.00%
TOTAL NON-OPERATING INCOME	775,000	65,684	8.48%	100.00%	41,865	56.90%
TOTAL INCOME	15,606,131	15,238,589	97.64%	100.00%	14,648,295	4.03%

	THROUGH	THROUGH	TOTAL	PERCENT
	9/30/2017	9/30/2016	INCREASE	INCREASE
			(DECREASE)	(DECREASE)
GALLONS OF WATER SOLD	2,288,180,700	2,198,573,300	89,607,400	4.08%
NUMBER OF WATER CUSTOMERS	9,987	9,858	129	1.31%

UTILITY FUND EXPENSES		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2017	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	9/30/2017	EXPENDED	COMPLETE	
Billing	426,102	352,968	82.84%	100.00%	73,134
Operations	13,095,348	10,149,190	77.50%	100.00%	2,946,158
Utility Support	1,237,273	1,030,105	83.26%	100.00%	207,168
Non-Departmental	320,803	10,397,567	3241.11%	100.00%	(10,076,764)
Debt Service	359,900	373,020	103.65%	100.00%	(13,120)
Merit Pool	28,208	-	0.00%	100.00%	28,208
Transfers	44,286	44,286	100.00%	100.00%	0
TOTAL EXPENSES	15,511,920	22,347,136	144.06%	100.00%	(6,835,216)

Notes: Non-Departmental includes transfers of \$10,154,975.93 for Fund 039 (Utility Capital Projects Fund).
Operating expenditures were \$11,291,461.07 excluding transfers, with 72.79% expended to date.
Budgeted transfers of \$44,286 for an internal loan for vector truck

City of Colleyville
Debt Service Fund Monthly Financial Report
As of 9/30/2017 - End of 100% of the Fiscal Year
Reports ran October 4, 2017

DEBT SERVICE FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		9/30/2017	USED
Revenues	1,804,314	1,900,717	105.34%
Expenditures	1,854,037	1,969,797	106.24%
Revenues over expenditures	(49,723)	(69,080)	
Budgeted use of fund balance	49,723	49,723	
Revenues & use of fund			
balance over	-	(19,357)	
expenditures			

DEBT SERVICE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2017	FY 2017 YTD	PERCENT	YTD BALANCE	FY 2016 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		9/30/2017	RECEIVED	YEAR END BAL	9/30/2016	PRIOR YEAR
Current taxes	614,420	729,296	118.70%	100.00%	757,478	-3.72%
Delinquent taxes	16,000	1,179	7.37%	100.00%	2,154	-45.24%
Penalty & interest	12,000	3,784	31.53%	100.00%	3,487	8.52%
Interest Income	2,251	6,815	302.74%	100.00%	3,855	76.76%
TOTAL AD VALOREM TAX & INTEREST	644,671	741,074	114.95%	100.00%	766,974	-3.38%
Transfer from CCPD	503,862.00	503,862	100.00%	100.00%	500,242	0.72%
Transfer from TIF	655,781.00	655,781	100.00%	100.00%	-	0.00%
TOTAL TRANSFERS	1,159,643	1,159,643	100.00%	100.00%	500,242	131.82%
Use of Fund Balance	49,723	49,723	100.00%	100.00%		0.00%
Bond proceeds & Premium	-	-	0.00%	100.00%	6,464,163	-100.00%
TOTAL REVENUE	1,854,037	1,950,440	105.20%	100.00%	7,731,379	-74.77%

DEBT SERVICE FUND		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2017	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	9/30/2017	EXPENDED	COMPLETE	
Bond & Interest Payments	1,642,895	1,634,893	99.51%	100.00%	8,002
Leases (Fire Engine & Ambulance)	211,142	334,904	158.62%	100.00%	(123,762)
TOTAL EXPENSES	1,854,037	1,969,797	106.24%	100.00%	(115,760)

City of Colleyville
Drainage Fee Fund Monthly Financial Report
As of 9/30/2017 - End of 100% of the Fiscal Year
Reports ran October 4, 2017

DRAINAGE FEE FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		9/30/2017	USED
Revenues	956,550	982,660	102.73%
Expenditures	743,452	597,846	80.41%
Revenues over expenditures	213,098	384,814	

DRAINAGE FEE FUND		RECEIVED	PERCENT	AVERAGE ACTUAL	RECEIVED	PERCENT
	FY 2017	FY 2017 YTD	OF BUDGET	YTD BALANCE	FY 2016 YTD	CHANGE OVER
REVENUE SOURCE	BUDGET	AS OF	RECEIVED	AS A PERCENT OF	AS OF	PRIOR YEAR
		9/30/2017		YEAR END BAL	9/30/2016	
Drainage Revenues	945,000	971,361	102.79%	100.00%	954,637	1.75%
Other revenues (Interest, penalty,...)	11,550	11,299	97.83%	100.00%	12,045	-6.19%
TOTAL REVENUES	956,550	982,660	102.73%	100.00%	966,682	1.65%

DRAINAGE FEE FUND		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2017	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	9/30/2017	EXPENDED	COMPLETE	
Personel Services	411,483	356,119	86.55%	100.00%	55,364
Contractual services	139,793	72,484	51.85%	100.00%	67,309
Supplies	44,753	21,813	48.74%	100.00%	22,940
Debt Service	128,391	128,398	100.01%	100.00%	(7)
Transfers to other funds	19,032	19,032	100.00%	100.00%	-
TOTAL EXPENSES	743,452	597,846	80.41%	100.00%	145,606

September Monthly Financial Report

(As of October 4, 2017)

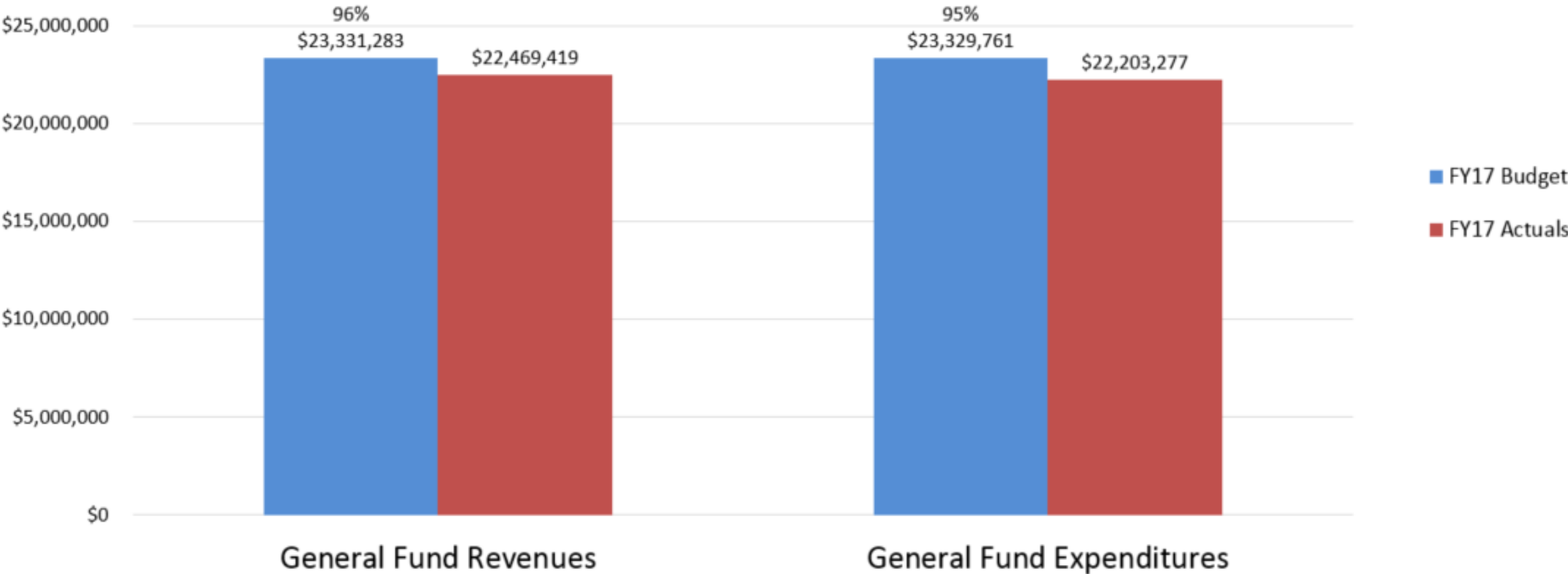
City Council Meeting
October 17, 2017

General Fund

General Fund Snapshot



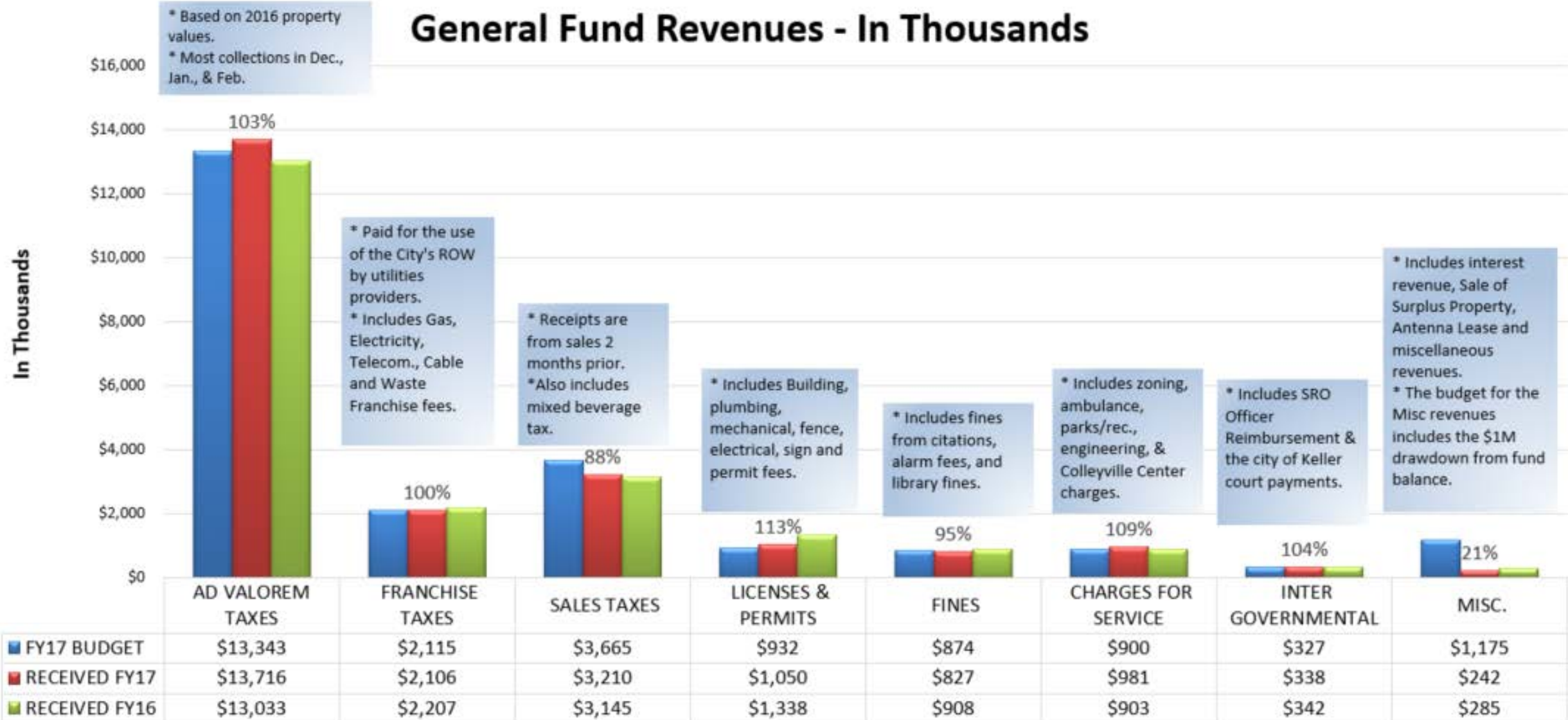
General Fund



*The remaining revenue budget includes \$1M fund balance draw down

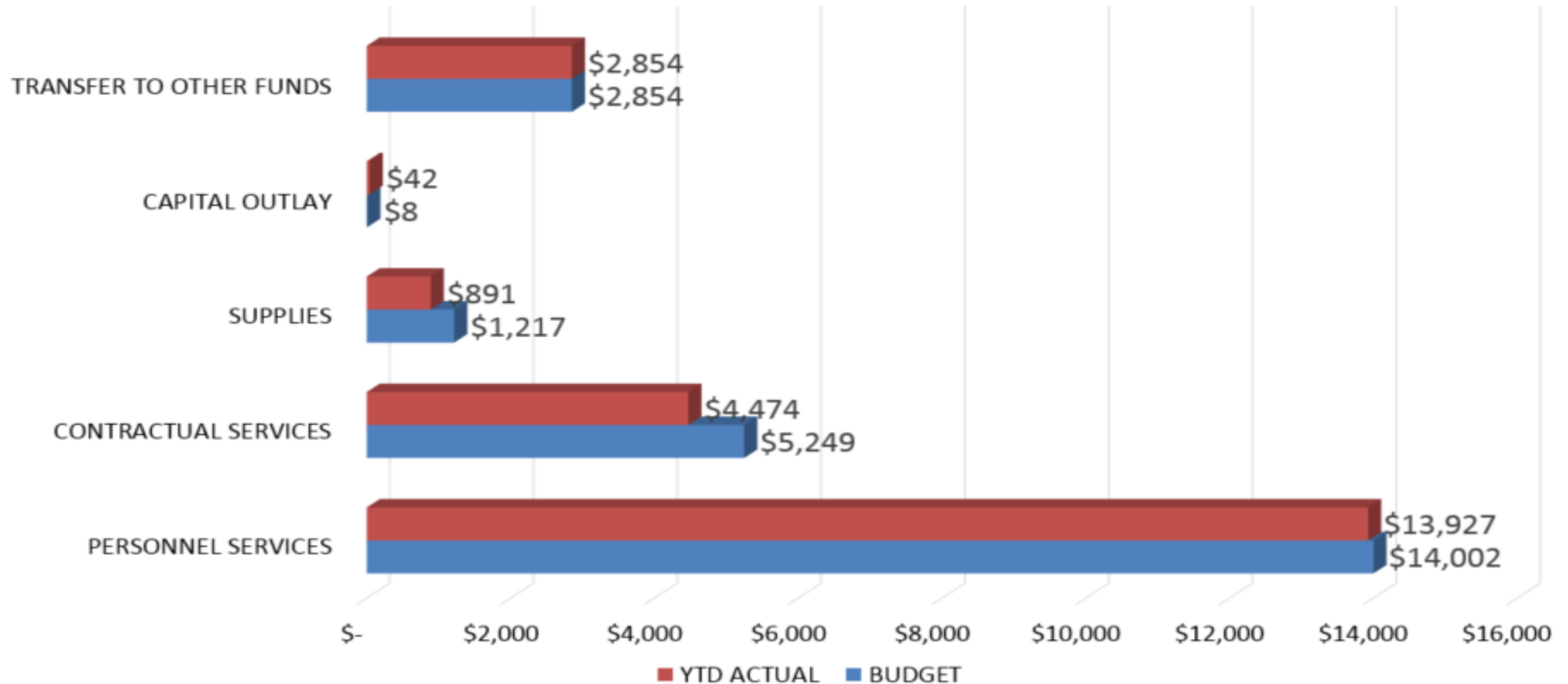
General Fund Revenues

General Fund Revenues - In Thousands



General Fund Expenditures by Type

General Fund Expenditures by Type (In Thousands)

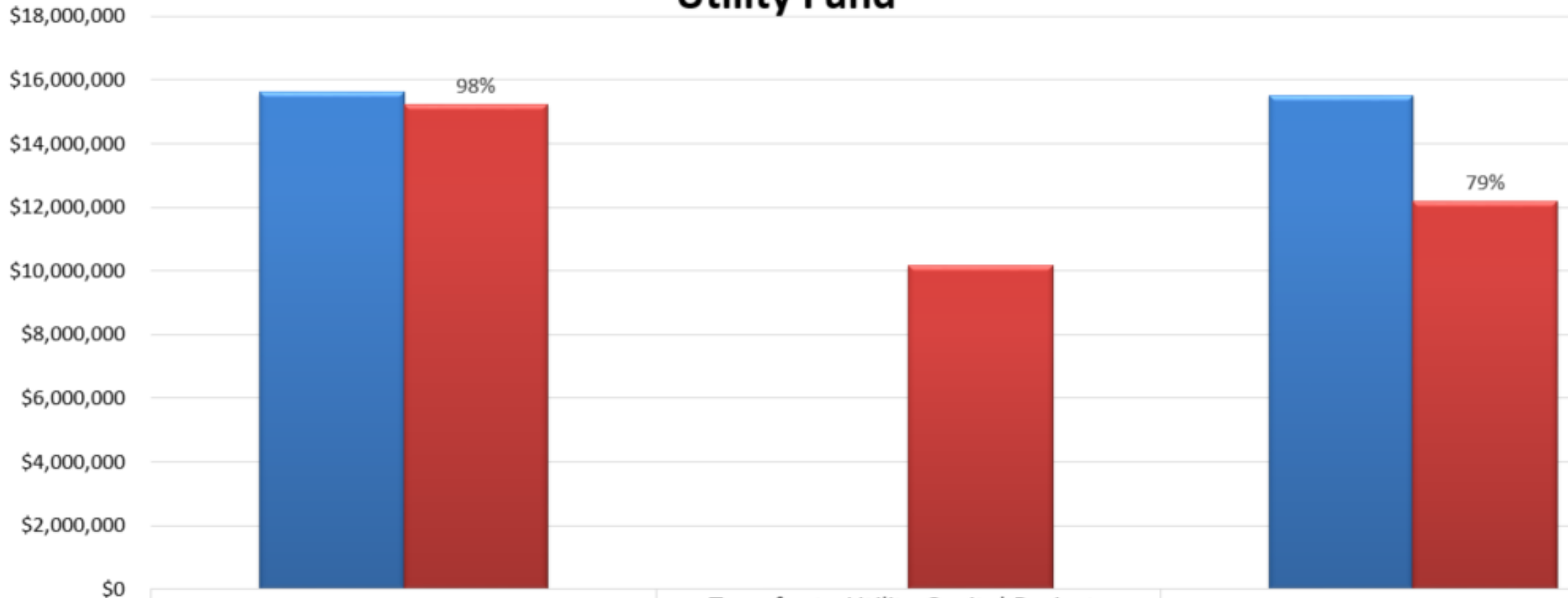


Utility Fund

Utility Fund Snapshot



Utility Fund



■ FY17 Budget
■ FY17 Actuals

Utility Fund Revenues

Transfer to Utility Capital Projects Fund

Utility Fund Expenditures

\$15,606,131

\$0

\$15,511,920

\$15,238,589

\$10,154,976

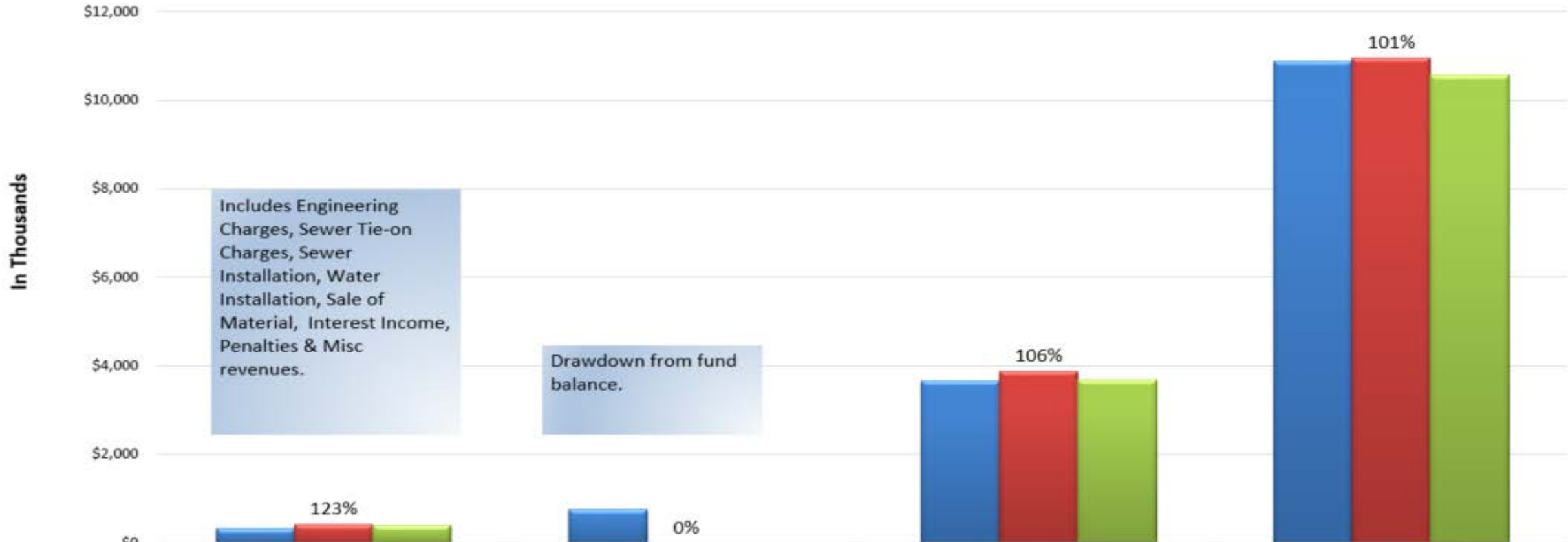
\$12,192,160

*The remaining revenue budget includes \$750k of budgeted use of available cash

Utility Fund Revenues



Utility Fund Revenues - In Thousands

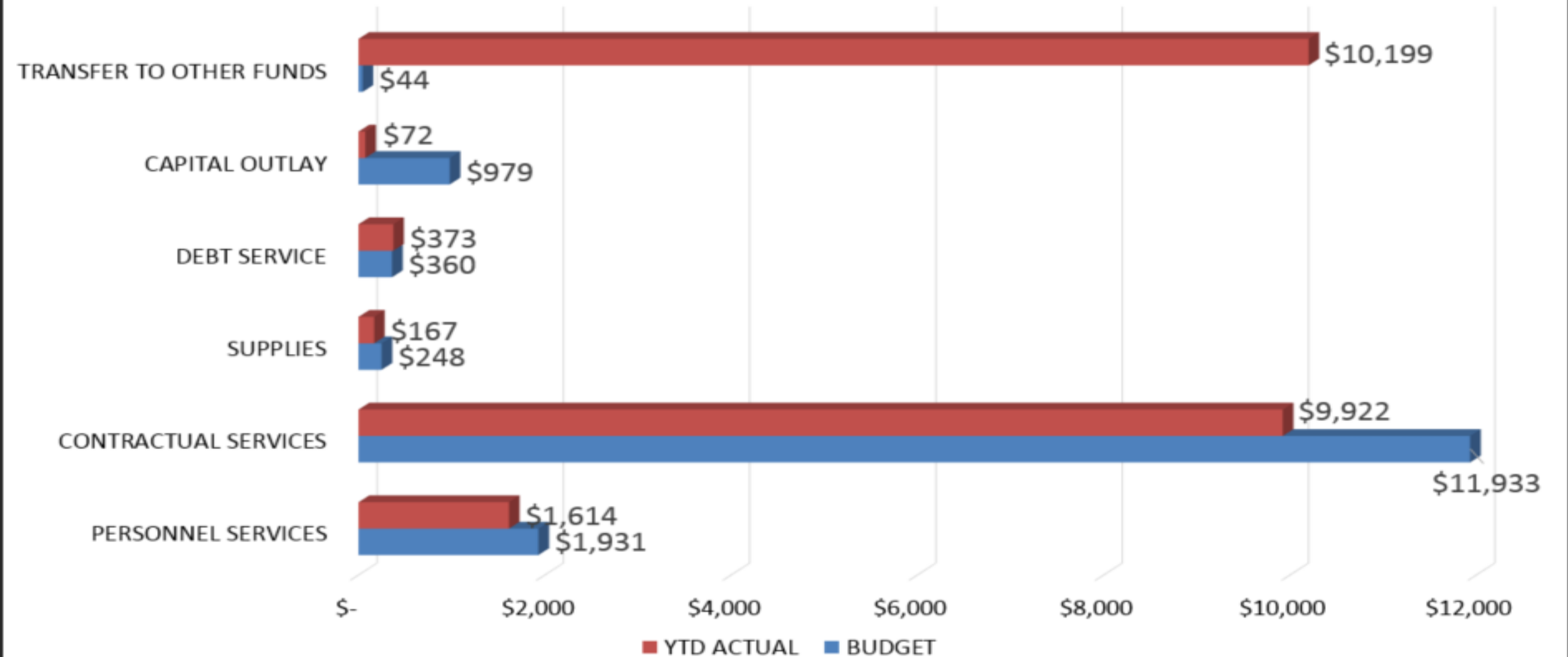


	Other Revenues	Use of Available Cash	Sewer Sales	Water Sales
FY17 BUDGET	\$337	\$750	\$3,650	\$10,869
RECEIVED FY17	\$413	\$0	\$3,876	\$10,950
RECEIVED FY16	\$405	\$0	\$3,675	\$10,569

Utility Fund Expenses by Type



Utility Fund Expenditures by Type (In Thousands)

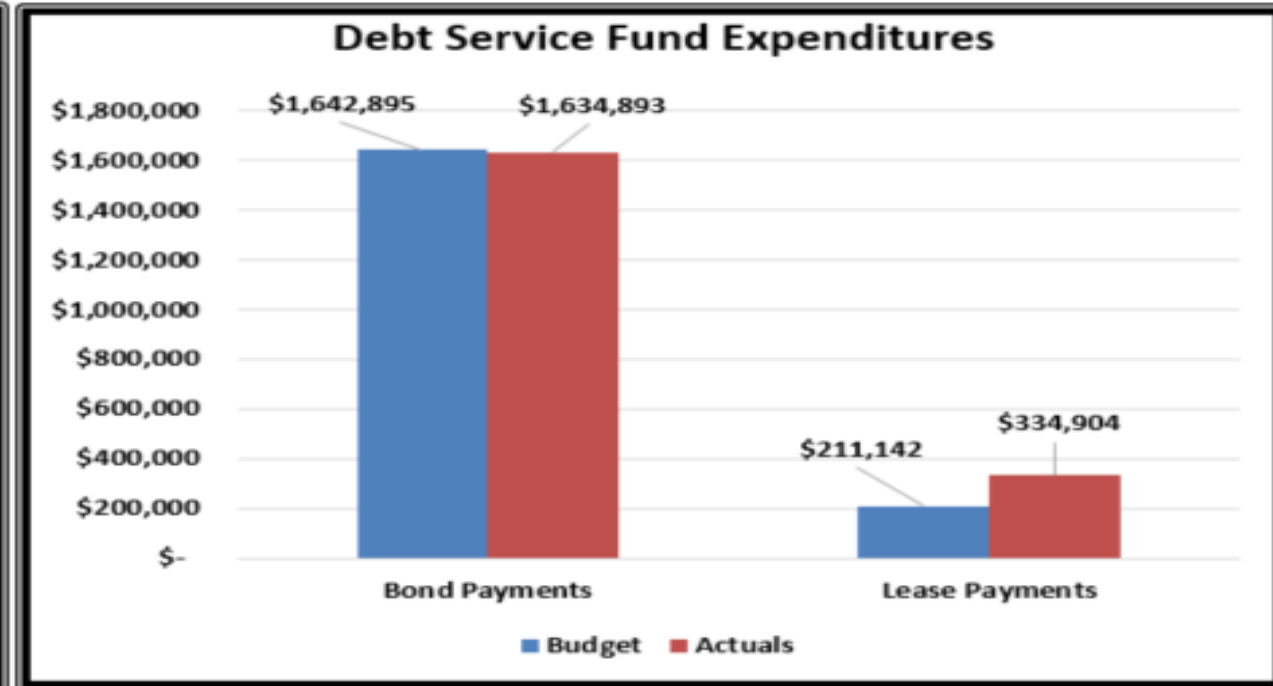
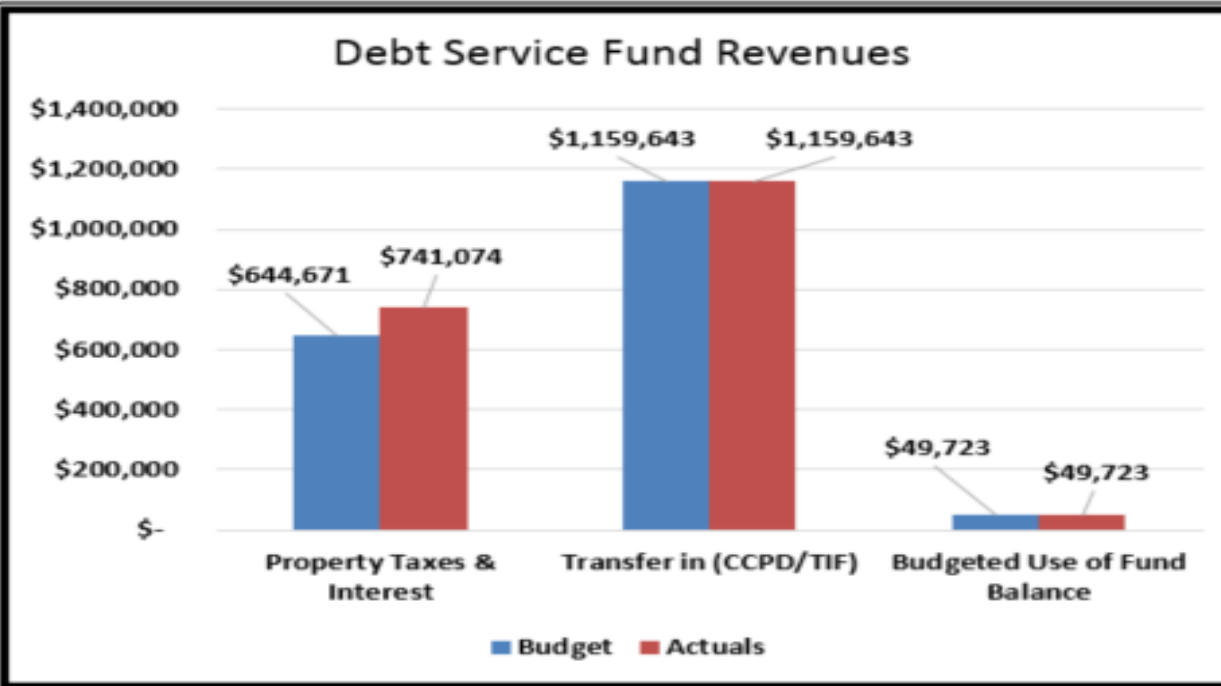
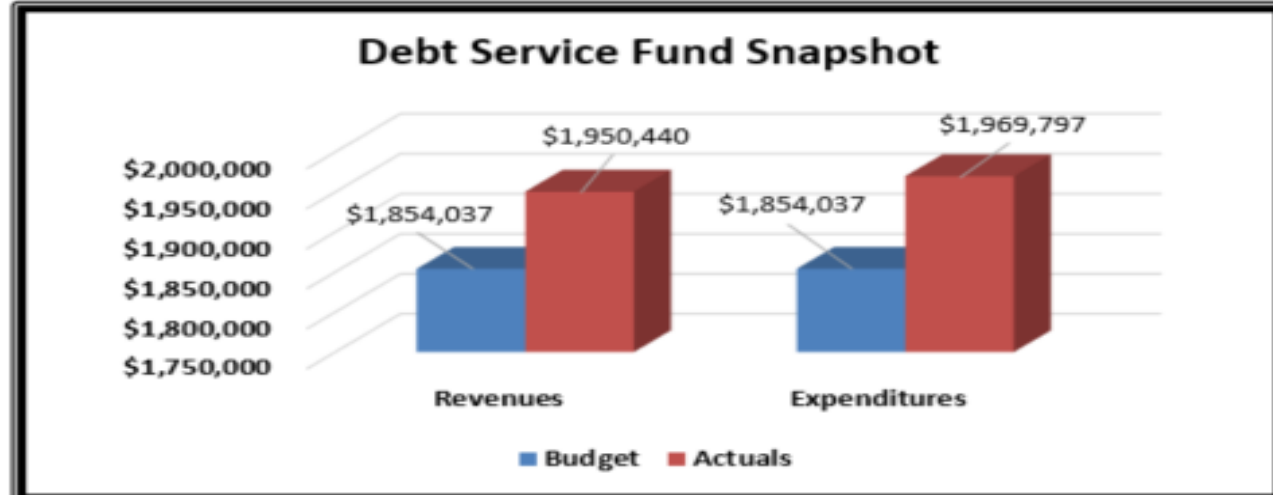


Debt Service Fund

Debt Service Fund



Debt Service Fund	Budget	Actuals
Revenues:		
Ad Valroem Taxes & Interest	\$ 644,671	\$ 741,074
Transfer In from other funds	\$ 1,159,643	\$ 1,159,643
Budgeted Use of Fund Balance	\$ 49,723	\$ 49,723
Total Revenues	\$ 1,854,037	\$ 1,950,440
Expenditures:		
Bond payments	\$ 1,642,895	\$ 1,634,893
Lease Payments	\$ 211,142	\$ 334,904
Total Expenditures	\$ 1,854,037	\$ 1,969,797
Revenues Over (Under) Expenditures	\$ -	\$ (19,357)

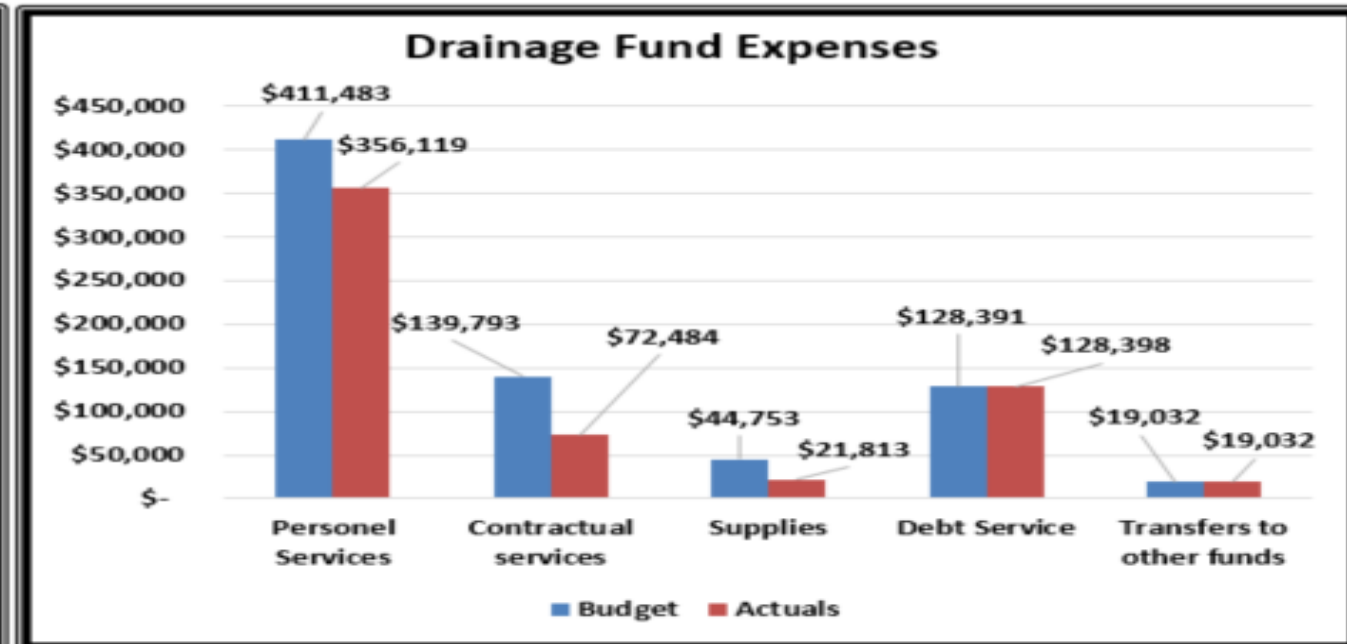
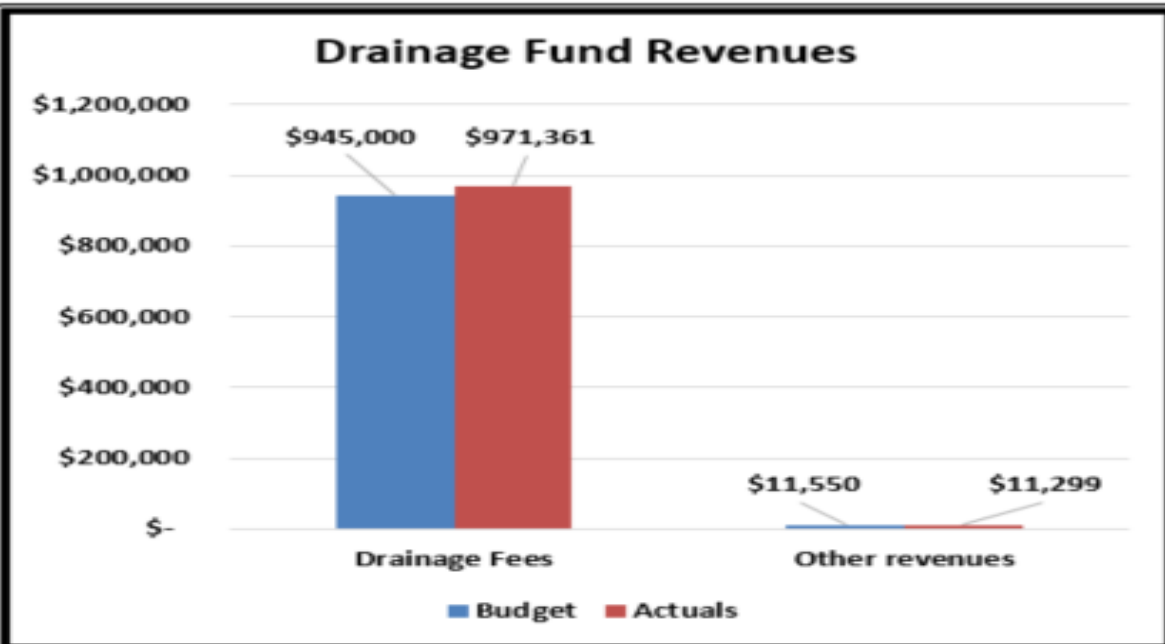
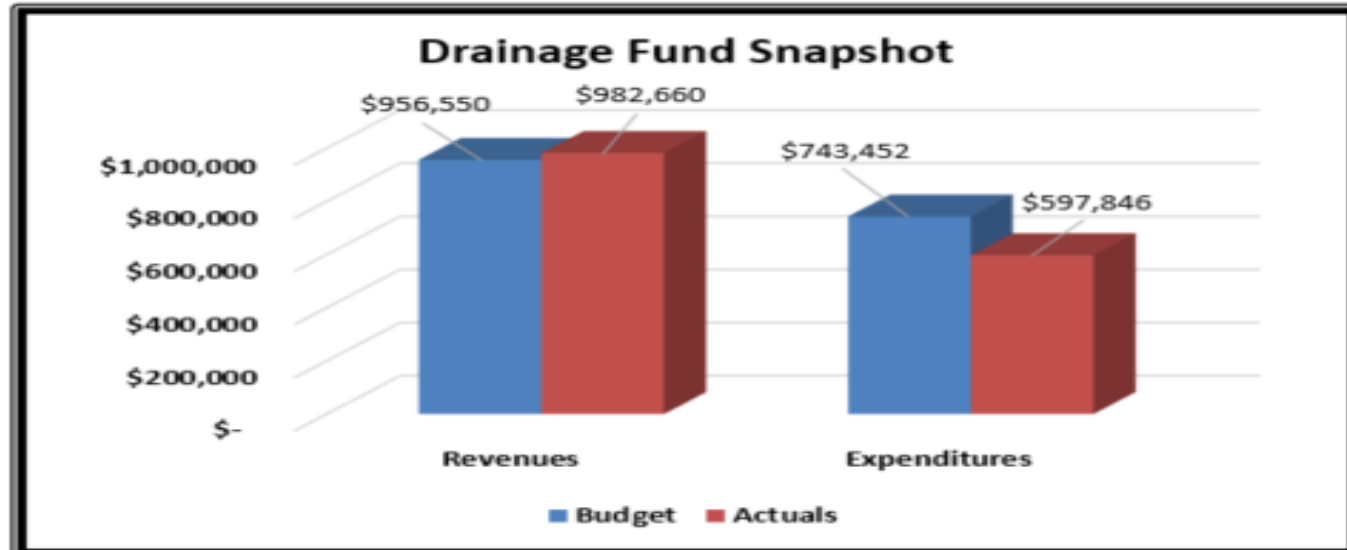


Drainage Fee Fund

Drainage Fee Fund



Drainage Fund	Budget	Actuals
Revenues:		
Drainage Fees	\$945,000	\$971,361
Other revenues	\$ 11,550	\$ 11,299
Total Revenues	\$956,550	\$982,660
Expenses:		
Personel Services	\$411,483	\$356,119
Contractual services	\$139,793	\$ 72,484
Supplies	\$ 44,753	\$ 21,813
Debt Service	\$128,391	\$128,398
Transfers to other funds	\$ 19,032	\$ 19,032
Total Expenses	\$743,452	\$597,846
Revenues Over (Under) Expenses	\$213,098	\$384,814



RESOLUTION R-17-4196

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
OCTOBER 17, 2017**

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 17TH DAY OF OCTOBER 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor