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

City of Colleyville
City Council Agenda

Tuesday, December 19, 2017

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

WS-1 Discussion of McDonwell School Road and Westcoast Drive intersection improvements

WS-2 Discussion of potential tree planting efforts in areas impacted by rail work

WS-3 Discussion of the December 19, 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 items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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

- Glade Road Project Phases 1B and 2
- City real property and facilities located within the Village at Colleyville
- Acquisition of real property along Highway 26

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 Dale Molden, First Baptist

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-17-4212

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

In recognition of the Featured Business of the Month - Menchie's Frozen Yogurt, 4709 Colleyville Boulevard, Suite 520, Donna Brown, owner and Mayor Pro Tem Bobby Lindamood and Assistant City Manager Mark Wood

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-17-4213

4a Approval of the minutes of the regular City Council meeting of December 5, 2017

4b Approval of the minutes of the Joint City Council and Parks and Recreation Advisory Board Worksession of December 6, 2017

4c Approval of the minutes of the Joint City Council and Planning and Zoning Commission Worksession of December 6, 2017

4d Approval of an Interlocal Agreement between the City of Colleyville and the North Central Texas Council of Governments, and authorizing the city manager to execute the agreement

4e Approval of a license agreement with Four Seasons Markets to conduct a Colleyville Farmer's Market, and authorizing the city manager to execute the agreement

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

6. DISCUSSION OF ITEMS NOT FOR ACTION

6a Texas Department of Transportation (TxDOT) update on State Highway 26 (SH26)

7. REPORTS

Monthly Financial Report - November 2017
Zoning Board of Adjustment Minutes - November 14, 2017

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR DECEMBER 19, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4214

9. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards Friday, December 15, 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.

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City of Colleyville
City Council
Agenda Briefing

Agenda Number WS-1 **Agenda Date** 12/19/2017
Type Worksession
Department Public Works

Title
Discussion of McDonwell School Road and Westcoast Drive intersection improvements

Strategic Plan
3.4 Thoroughly plan for future capital investments and associated costs

Explanation
Public Works Director Jeremy Hutt and the City's consultant will provide information on available options to improve the intersection at McDonwell School Road and Westcoat Drive.

Attachments

City of Colleyville
City Council
Agenda Briefing

City Hall
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Agenda Number WS-2 **Agenda Date** 12/19/2017
Type Worksession
Department City Manager

Title
Discussion of potential tree planting efforts in areas impacted by rail work

Strategic Plan
2.1 Provide responsive, efficient city services
4.1 Protect Colleyville's semi-rural residential character

Explanation
City Manager Jerry Ducay will provide a brief presentation about the existing conditions and proposed course of action for mitigation.

Attachments

City of Colleyville
City Council
Agenda Briefing

City Hall
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Agenda Number WS-3 **Agenda Date** 12/19/2017
Type Worksession
Department City Secretary

Title
Discussion of the December 19, 2017, City Council regular agenda items

City of Colleyville
City Council
Agenda Briefing

City Hall
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Agenda Number 1 **Agenda Date** 12/19/2017
Type Executive Session
Department City Secretary

Title
Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:
- Glade Road eminent domain cases for Parcels 150 and 159

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Attachments

RESOLUTION R-17-4212

A RESOLUTION APPROVING COUNCIL ACTION REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 19, 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 19TH DAY OF DECEMBER 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 Hall
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Agenda Number 3 **Agenda Date** 12/19/2017
Type Announcements, Proclamations, and Presentations
Department City Secretary

Title

In recognition of the Featured Business of the Month - Menchie's Frozen Yogurt, 4709 Colleyville Boulevard, Suite 520, Donna Brown, owner and Mayor Pro Tem Bobby Lindamood and Assistant City Manager Mark Wood

Attachments

RESOLUTION R-17-4213

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 19, 2017

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

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

Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:

a. Approval of the minutes of the regular City Council meeting of December 5, 2017

b. Approval of the minutes of the Joint City Council and Parks and Recreation Advisory Board Worksession of December 6, 2017

c. Approval of the minutes of the Joint City Council and Planning and Zoning Commission Worksession of December 6, 2017

d. Approval of an Interlocal Agreement between the City of Colleyville and the North Central Texas Council of Governments, and authorizing the city manager to execute the agreement

e. Approval of a contract with Four Seasons to conduct a Colleyville Farmer's Market, and authorizing the city manager to execute the contract

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 19TH DAY OF DECEMBER 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

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Tuesday, December 5, 2017 City Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, December 5, 2017, at 5:30 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor.

Also Present: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Brian Riley, Interim Police Chief Robert Hinton, Public Works Director Jeremy Hutt, Community Development Director Ben Bryner, Library and Special Events Director Mary Rodne, Parks Manager Heather Dowell, Information Services Manager Chris Pena, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of masonry wall requirements

Community Development Director Ben Bryner presented this item and answered questions of the City Council.

Mayor Newton asked if the wood fence requirements were for residential or commercial. Director Bryner replied the requirements are for all wood fences, however, when used in commercial applications, the posts must be metal.

Councilmember Dodson asked if a permit is required for all fencing and stated the 15 gauge posts seems thin. Director Bryner stated a permit is required and is approved by the Community Development department.

Mayor Newton stated he has considered all aspects of this fencing requirement and is considering what the objective is in taking up this issue.

There was general discussion regarding the requirements of fencing between commercial lots, type of fencing, monetary costs, the need to have fencing be aesthetically pleasing while not creating silos and/or cubicles, and the Council's ability to grant waivers and variances.

Mayor Newton stated before making a final decision regarding the need for City Council to deliberate further, he would like staff to prepare a future worksession item and provide a list of what items are considered by the Zoning Board of Adjustment.

WS-2 Discussion of a farmer's market

Assistant City Manager Mark Wood presented this item and introduced Matt Brown, Chief Operating Officer, Four Seasons, who also gave a presentation and answered questions of the City Council.

Councilmember Dodson asked if vendors are required to provide their own tent and if the City provides power. ACM Wood stated the answer to both is yes, but the City will begin providing power by generator before installing full service. City Manager Ducay stated there is power at Heroes Park and it will not be problematic to run the power.

Councilmember Coplen asked if the market is once a month or all year. City Manager Ducay stated the market will be all year, however, the variety of wares will be based on the season.

Mr. Brown discussed the general premise of a four season market, use of membership cards, engaging patrons, citizens, and businesses; the company’s current clients, marketing platform, and anticipated contract terms.

Assistant City Manager Mark Wood will continue to work with Four Seasons to bring a resolution before the City Council to approve a contract with Four Seasons for a Colleyville Farmer’s Market.

WS-3 Discussion of the December 5, 2017, City Council regular agenda items

Mayor Newton distributed copies of the changes he would like made to the November 5, 2017 City Council minutes and asked City Council to include same when making a motion for the approval of the consent resolution.

Mayor Newton also distributed copies of an editorial in the *Fort Worth Star-Telegram* which discussed the Tarrant Appraisal District (TAD), a list of the current candidates for the TAD Board of Directors, and the votes each have received to date. Mayor Newton stated the City’s nominee, Ms. June Shrewsbury will not be able to win and advised Resolution R-17-4207 on this agenda will allow the City Council to cast their votes. Mayor Newton asked everyone to review the material and be prepared to discuss voting for Daniel J. Bennett.

Mayor Newton adjourned the worksession at 6:32 p.m.

Mayor Newton called the Executive Session to order at 6:32 p.m. and called the roll.

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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Mayor Newton explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. Executive Session was adjourned at 7:05 p.m.

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

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor.

Also Present: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Brian Riley, Interim Police Chief Robert Hinton, Public Works Director Jeremy Hutt, Community Development Director Ben Bryner, Library and Special Events Director Mary Rodne, Parks Manager Heather Dowell, Information Services Manager Chris Pena, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

INVOCATION: Pastor Martin Richardson, Crown of Life

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-17-4205

Mayor Newton read Resolution R-17-4205 in its entirety.

Mayor Newton stated all the properties listed in the resolution are associated with the Glade Road project.

Mayor Newton opened the public hearing at 7:34 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:34 p.m.

Councilmember Nakamura made a motion to approve Resolution R-17-4205, Councilmember Dodson seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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

Mayor Newton recognized the passing of long-time resident Mrs. Martha Bufe.

Mayor Newton reminded everyone the deadline for the Mayor for the Day essay entries was December 8.

Mayor Newton thanked everyone for attending the Christmas Tree Lighting and festivities at City Hall on December 1 and thanked Mary Rodne and her staff, as well as all employees who assisted with the event. Mayor Newton also thanked Executive Secretary Joyceinne Williams for decorating Council Chambers.

Mayor Pro Tem Lindamood recognized the City's refuse and recycling vendor CWD, for collecting six tons of leaves.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-17-4206

4a Approval of the minutes of the regular City Council meeting of November 21, 2017

Mayor Newton read Resolution R-17-4206 in its entirety.

Mayor Newton stated he distributed corrected minutes to the City Council which contains a record of the concerns of neighbors and the City Council regarding Resolution R-17-4171 - Consideration of a minor plat for the Stowe Addition, on property legally described as Tract 2A, Abstract 1692, in the Joseph White Survey, located at 816 Shelton Drive, Case PC17-005.

Councilmember Taylor asked Mayor Newton if the minutes corrections where taken from the audio record. Mayor Newton concurred.

Mayor Newton opened the public hearing at 7:38 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:38 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-4206, with the corrections presented by Mayor Newton and reviewed by City Council. Mayor Pro Tem Lindamood seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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

5a Ordinance O-17-2034

An ordinance amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority, and adding clarifying language related to fire hydrant meters

Mayor Newton read the caption of Ordinance O-17-2034.

Chief Financial Officer Shereen Gendy presented this item and updated the City Council noting the deposit for a water meter was increased from $750 to $1,150 to cover the cost of a meter not being returned and having to be replaced.

Mayor Newton stated at the last meeting he questioned the rate charge for water at a fire hydrant and has since researched and found the water meter size ratio compared to the fire hydrant rate is correct and being billed appropriately.

Councilmember Wheat stated all fees are itemized on the utility bill. City Council concurred.

Councilmember Dodson noted the sewer calculation is determined by averaging the December, January, and February water usage.

Mayor Newton opened the public hearing at 7:46 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:46 p.m.

Councilmember Dodson made a motion to approve Ordinance O-17-2034, Mayor Pro Tem Lindamood seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-17-4207

A resolution casting votes for electing members to the Tarrant Appraisal District Board of Directors

Mayor Newton read Resolution R-17-4206 in its entirety.

Mayor Newton reviewed the methodology and election process of a Tarrant Appraisal District (TAD) Board Member. Mayor Newton stated the City Council had exercised their rights and nominated June Shrewsbury as a candidate to the TAD Board of Directors and he had, by correspondence, reached out to all voting entities asking for their support of Ms. Shrewsbury.

Mayor Newton stated there was a recent editorial in the *Fort Worth Star-Telegram* which outlined the difficulties TAD has faced over the last five years. Mayor Newton stated Daniel J. Bennett who is a candidate for a place on the TAD Board had given a presentation to the City Council and he was a man on a mission to educate the public regarding TAD. Mayor Newton has researched the procedures for electing a TAD board member and is aware Ms. Shrewsberry cannot win, he therefore asked City Council to consider casting their vote for Daniel J. Bennet.

There was general discussion regarding the Tarrant County votes and TAD's responsibilities.

Councilmember Taylor stated we are blessed to live in Colleyville and the taxing formula is rate multiplied by value equals the levy, and we cannot live in a high end city without paying our taxes. City Council concurred.

Mayor Newton opened the public hearing at 7:58 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:58 p.m.

Mayor Newton made a motion to approve Resolution R-17-4207, casting all 21 votes for Daniel J. Bennett. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

6b Resolution R-17-4208

A resolution establishing a Colleyville Community Garden Advisory Committee and appointing members

Mayor Newton read Resolution R-17-4208 in its entirety.

Mayor Newton stated the Colleyville Community Garden (CCG) has provided input to the City Council at three worksessions and this resolution allows the City Council to create a Colleyville Community Garden Advisory Committee and appoint members. Mayor Newton stated this committee will be responsible for the establishment and work of creating and maintaining a community garden, and making recommendations to the City Council.

Mayor Pro Tem Lindamood stated he believes the community garden will be a good additional to the community and the park.

Councilmember Coplen noted two of the appointees live at the same address and one appointee lives outside the City.

Ms. Natalie Genco, 1104 John McCain, CCG, confirmed Christina Stojakovich does not live within the City. Following discussion regarding appointment to a City board, commission, or committee, Mayor Newton stated the resolution can be amended, removing Ms. Stojakovich, and leaving an appointee vacancy until the City Council can appointment a member, as board, commission, and committee members must live in the City.

Councilmember Coplen stated she cannot support this resolution because a community garden is not a function of government.

Councilmember Nakamura stated she was not for a community garden in the beginning, but she has changed her mind and believes it will be great for the City.

Councilmember Taylor asked Ms. Genco how many churches had been approached for a community garden. Ms. Genco responded none, because McPherson Park had all the amenities needed, parking, picnic areas, a tool shed, covered pavilions, and a fire station with personnel there 24 hours per day. Ms. Genco stated she did not feel any local church could offer all the amenities and a church would require a rental agreement for use of the land.

Councilmember Taylor noted Mayor Newton and Ms. Genco referred regularly to the North Richland Hills community garden and pointed out the garden is not on public land. He asked Ms. Genco is she was aware of a reason the Garden Club did not offer to participate in the project. Ms. Genco replied she believed it was due to the number of projects the Garden Club already had.

Mayor Pro Tem Lindamood stated he likes there is no club membership required for the community garden.

Councilmember Wheat stated it is important to note the City is not spending a lot of money on the project, the CCG is creating the garden and is self-funding.

There was discussion on the cost to the City. Parks Manager Heather Dowell stated the City will install the irrigation at an estimated cost of $6,500 and pay for water at an estimated cost of $1,500 annually.

Councilmember Nakamura noted it is good the garden will be on the City’s property because if it falters, the City can take it back with a minimal loss.

Councilmember Coplen stated she was involved in the GCISD community garden for four decades and what she learned is when the promoter goes away, so does the garden, therefore she is concerned regarding the community garden structure and is afraid the garden will go by the wayside.

Councilmember Taylor stated he has several concerns, there had been a community garden public survey which did not receive a good response, only 16 people out of 20,000 responded favorably to support a community garden, he does not like having City employees - sworn personnel, listed as expected participants and guardians of a community garden because that is not their duty, the Colleyville Garden Club has not taken the project up, CCG board turnover, the original bylaws of the organization, the availability of organics, and he feels a community garden is not a function of government. Councilman Taylor stated you are now at a point, where you will make sure its successful as long as you are here, no matter what it costs, because you don't want to see it fail, and that means you are overstepping your bounds as a government, with our tax dollars, for something that can't sustain itself, and that's what is wrong with it Mayor. So, I just want to be clear on that. These were aired in this discussion, and we did not overlook it, but I will not be supporting it.

Mayor Newton responded to Councilmember Taylor's comments stating you made a statement at the end I would make sure it was successful not matter what it costs. This is one reason I have been so careful when speaking about this in worksessions and privately about the issue, to state this will stand on its own merit. I've seen the people who have spoken to us are very passionate about this and I think they deserve an opportunity to demonstrate they can do this and make it successful. You will not see me as Mayor, forcing this to be successful; you will see me as Mayor, assessing what is done and if it is being done with quality; and if it's not, it will be terminated. I've said that repeatedly.

Councilmember Nakamura asked Councilmember Taylor if 20,000 people had voted on a community garden. Councilmember Taylor stated this was from a survey, like the other survey's the City conducts and the support was very low.

Mayor Newton opened the public hearing at 8:19 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:19 p.m.

Mayor Newton made a motion to approve Resolution R-17-4208, removing the appointment of Christina Stojakovich and leaving the membership open until a later date. Mayor Pro Tem Lindamood seconded the motion.

The motion to approve carried with the following vote:

Aye: 5 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson.

Nay: 2 – Councilmembers Nancy Coplen and Mike Taylor

6c Resolution R-17-4209
A resolution appointing City Councilmembers to the Audit Committee

Mayor Newton read Resolution R-17-4209 in its entirety.

Mayor Newton thanked the Audit Committee for their work and thanked Councilmembers for their willingness to serve the Audit Committee.

Mayor Newton opened the public hearing at 8:51 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:51 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-4209, appointing Councilmembers George Dodson and Kathy Wheat to the Audit Committee with a term to September 2018. Councilmember Coplen seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

6d Resolution R-17-4210
Approval of a resolution to replace Resolution R-16-4023 adopting the City Council Rules of Procedure

Mayor Newton read Resolution R-17-4210 in its entirety.

Mayor Newton stated the City Council conducted a productive visioning workshop in September and approved the strategies outlined in the report at the November 21, 2017 Worksession. This resolution allows for the requirement of newly seated Councilmembers to participate in a visioning workshop and attend training to be incorporated in the City Council's Rules of Procedure.

Councilmember Taylor stated his intention when suggesting the requirements of a visioning worksession and training was not just for newly seated Councilmembers, it was for the entire City Council to participate in a visioning session.

There was discussion regarding visioning, timing of educational opportunities, number of meetings conducted by the City Council, and timelines.

Mayor Newton opened the public hearing at 9:06 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:06 p.m.

Mayor Newton made a motion to approve Resolution R-17-4210 with the following amendment Section 1.2: Within 90 days of being elected, City Council members shall participate in a visioning/objective worksession when called by the Mayor. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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

Kathy Hadley, 204 N. Timberlane, thanked the City Council and staff for the lovely Christmas tree lighting and choirs and suggested some decorating needs to be done at MarketStreet. She stated the farmer's market sounds nice and she is excited, but suggested big signage to get the word out. Mrs. Hadley discussed the opossums across from Bransford Elementary asked City Council to be lenient regarding fence maintenance. Mrs. Handley concluded her remarks by thanking City Council and staff for truly believing in God.

8. REPORTS

Colleyville Tree Board Minutes - January 5, 2015
Zoning Board of Adjustment Minutes - September 12, 2017

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR DECEMBER 5, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4211

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 9:02 p.m.

APPROVED BY A VOTE OF __6__ AYES, __0__ NAYS, AND __0__ ABSTENTIONS ON THIS THE 19TH DAY OF DECEMBER 2017.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary

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City of Colleyville City Council and Parks and Recreation Advisory Board Joint Worksession Minutes - Draft

Wednesday, December 6, 2017 — Executive Conference Room
5:00 p.m. — Third Floor – City Hall

Mayor Richard Newton called the joint City Council and Parks and Recreation Advisory Board to order at 5:00 p.m.

Round table self-introductions and roll call:

Present: Mayor Nancy Coplen, Richard Newton, Mayor Pro Tem Bobby Lindamood, Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor. Parks and Recreation Advisory Board Vice Chair Mitali Mandlekar, board members Natalie Genco, Rich Hendler, Cliff LeBlanc, John Hillebrand, Ajit Purandare, and Jim Hasenpflug.

Also Present: City Manager Jerry Ducay, Assistant City Managers Adrienne Lothery and Mark Wood, Parks Manager Heather Dowell, Recreation Manager Lisa Esobedo, Community Development Director Ben Bryner, Principal Planner Felix Landry, and City Secretary Christine Loven.

2. PRESENTATION AND DISCUSSION

2a Presentation and discussion of the Park, Recreation and Open Space Master Plan

Parks Manager Heather Dowell introduced representatives of Brandstetter Carroll, Inc., the City's Parks, Recreation, and Open Space Master Plan consultant: Larry Brandstetter, Principal; Patrick Hoagland, Principal in Charge; and Elizabeth Holser, project manager. Mr. Hoagland provided a presentation which highlighted the work and results to date.

Mr. Hoagland provided a summary of the public engagement, open house, and stakeholder group meetings, and the mailed and web available survey results. The presentation also covered a park and facility service areas and benchmarking summary.

Councilmember Taylor asked how many citizens responded to the survey and how we tracked if those completed on line were duplicates. Mr. Hoagland responded 1,500 surveys were mailed and they were hoping to receive 300 – there were 534 responders to the mailed survey; and 1,410 responded to the web survey.

There was general discussion regarding dog parks, trails and sidewalks, tree surveys, the City's thoroughfare plan and master plan, and the availability of grants.

Mr. Hoagland then led the group in a Vision-Mission–Core Beliefs exercise, whereby everyone could participate regarding their vision for the City's parks. This information will be incorporated into a report which will be included in the final recommendations.

Mr. Hoagland outlined the remaining steps in completing the Parks, Recreation and Open Space Master Plan:

- Establish a Vision, Mission, Core Values, Goals and Objectives Statement
- Finalize Individual Park Recommendations
- Identify Capital Costs
- Complete Action Plan
- Complete Draft Report
- Public Presentation
- Council Presentation

Mayor Newton thanked everyone with Brandstetter Carroll for their work and said he was pleased with the process this far.

3. ADJOURNMENT

There being no further business before the City Council and Parks and Recreation Advisory Board, Mayor Newton adjourned the Worksession at 6:46 p.m.

APPROVED BY A CITY COUNCIL VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 19TH DAY OF DECEMBER 2017.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary

City of Colleyville
City Council and Planning and Zoning Commission Joint Worksession
Minutes - Draft

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

Wednesday, December 6, 2017 — Executive Conference Room
7:30 p.m. — Third Floor – City Hall

Mayor Richard Newton called the joint City Council and Planning and Zoning Commission to order at 7:30 p.m.

Round table self-introductions and roll call:

Present: Mayor Nancy Coplen, Richard Newton, Mayor Pro Tem Bobby Lindamood, Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor. Planning and Zoning Commission Chair Susan Mathisen, and Commissioners Veronica Baughman, Charles Kelley, Claudia Bevill, and Jason Elms

Also Present: City Manager Jerry Ducay, Assistant City Managers Adrienne Lothery and Mark Wood, Community Development Director Ben Bryner, Principal Planner Felix Landry, and City Secretary Christine Loven.

2. DISCUSSION

2a Discussion of the role and processes of the Planning and Zoning Commission and the City Council

Mayor Newton thanked everyone for their attendance and stated this is the first time to meet jointly and he wanted to do this to open dialog and outline the responsibilities of both the Council and Commission going forward. Mayor Newton distributed an outline of three examples which have recently gone before the Commission and the Council.

There was general discussion of the vision for the City's economic development, the processes for approving zoning and development, and the role of the Commission, Council, and City staff.

City Council, Commissioners, and staff reviewed the processes and case development for Lidl, the Wedding/Event Center, and Shelton Drive.

City Council, Planning and Zoning Commissioners, and staff agreed the Planning and Zoning Commission will begin meeting twice a month to conduct worksessions of upcoming projects. The worksessions will allow an opportunity to receive developer, City Council, and staff input, on cases, prior to going to a public hearing phase.

Mayor Newton thanked everyone for their time and good dialog.

3. ADJOURNMENT

There being no further business before the City Council and Planning and Zoning Commission, Mayor Newton adjourned the Worksession at 8:44 p.m.

APPROVED BY A CITY COUNCIL VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 19TH DAY OF DECEMBER 2017.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary

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

Agenda Number 4d **Agenda Date** 12/19/2017 **Number**
Type Resolution
Department Information Services

Title

Approval of an Interlocal Agreement between the City of Colleyville and the North Central Texas Council of Governments, and authorizing the city manager to execute the agreement

Strategic Plan

1.4 Communicate thoroughly and strategically
2.3 Effectively leverage information technology
5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

The purpose of this Interlocal Agreement between the City of Colleyville and the North Central Texas Council of Governments is to engage in a standard biennial cooperative amongst multiple cities in the North Texas region to have an engineering firm conduct a photographic flyover that provides cities and counties with up-to-date data for geographical analysis.

This project was planned and authorized in January of 2016, for anticipated delivery in 2017. The average biennial cost is approximately $11,000, or $850 a square mile, however; in the current project, the City requested an added layer of data and sub data which increased the project by $9,620. The additions were budgeted for in the Fiscal Year 2017 budget, however, the project was not completed within the fiscal year, and the funding has been transferred to the strategic initiative fund for use in Fiscal Year 2018.

Following is the fee associated with each layer and data set, followed by an explanation of each.

Product	Amount
2017 Orthophotography	$ 1,300.00
2017 0.5m LiDAR	$ 2,470.00
2017 2’ Contours	$ 6,175.00
2017 Impervious Surface Layer	$ 7,150.00
2017 2-D Planimetrics	$ 3,022.50
2017 3-D Planimetrics	$ .00
2017 Cooperative Project Total	**$20,117.50**

1. Orthophotography gives the City the top down view with no vertical or horizontal distortion, but measurable analytics.

2. 0.5m LiDAR data allows for sub data analytics.

3. 2’ contours provides the City with elevation metrics.

4. Impervious surface layer data is a sub layer to 0.5m LiDAR data and will provide the City with the ability to baseline the current impervious to pervious percentage within the City’s boundaries.

5. 2-D Planimetrics allows roads, building footprints, rivers, and lakes to be analyzed.

The project is a standard biennial project the City engages in to maintain updated quality geographical data for internal and external use for planning and engineering analytics. The next project is already being planned for a 2020 delivery date.

Financial Impact
Funding in the amount of $20,117.50 is available in the Fiscal Year 2018 Strategic Initiative Fund, line item 036.

Recommendation
Approve

Attachments
1. City/NCTCOG Interlocal Agreement

North Central Texas Council of Governments

INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND CITY OF COLLEYVILLE

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the **City of Colleyville** (Entity), wishes to have its map-based information system include the 2017 digital orthophotography and/or LiDAR and/or derivative data and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified in section II. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to ensure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

(1) Operating Equipment. In exchange for monetary consideration listed in section II, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, “Use”) the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the “Licensed Operating Environment”). Any software components of the NCTCOG data product are provided in machine-readable executable format only.

(2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only (“Authorized Users”). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

(1) Use of NCTCOG Products. The Entity’s Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity’s internal operations or in furtherance of the Entity’s mission.

(2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity’s Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity’s officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG

Coverage Area: City of Colleyville
Square miles = 13

Product	Amount
2017 Orthophotography	**$1,300.00**
2017 0.5m LiDAR	**$2,470.00**
2017 2' Contours	**$6,175.00**
2017 Impervious Surface Layer	**$7,150.00**
2017 2-D Planimetrics	**$3,022.50**
2017 3-D Planimetrics	**$ .00**
2017 Cooperative Project Total	**$20,117.50**

You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number ____________________ (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date
Fiscal Year or **After Delivery**

Payment Years

If a payment term has not been specified, please select **FY 2017** or **FY 2017-18**

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity had thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

III. TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity shall reimburse NCTCOG for staff time billed to the project up to termination at a rate of $95.00/hour. Reimbursed amount shall not exceed the total project amount in Section II.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effec

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

9/18/2017

____
Mike Eastland Date
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

City of Colleyville

____
Signature Date

Name:____

Title:____

Street Address:_________________________________

City, State, Zip:________________________________

APPROVED AS TO FORM:

____

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Brian Lister	
Title:	GIS Project Coordinator		Senior Research Data Analyst	
Department	Research and Information Services		Research and Information Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9153	(817) 640-4428
E-mail:	sbroyles@nctcog.org		blister@nctcog.org	

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4e **Agenda Date** 12/19/2017 **Number** Resolution R-17-4213
Type Resolution
Department City Secretary

Title
Approval of a license agreement with Four Seasons Markets to conduct a Colleyville Farmer's Market, and authorizing the city manager to execute the agreement

Strategic Plan
1.1 Actively involve and engage stakeholders
5.2 Support a variety of community events, concerts and celebrations

Explanation
Reading and Public Hearing

This agreement is to allow Four Seasons Markets to use the City-owned property immediately south of City Hall to hold a weekly farmer's market. The Special Events Ad Hoc Committee recently recommended to the City Council that the City begin a farmer's market to foster community and enhance economic development within the Village.

Four Seasons Markets is the leading provider of farmer's markets throughout North Texas, including Flower Mound, Highland Village, Dallas, Richardson, and Irving. Four Seasons Markets has a network of over 400 local vendors selling items such as organic produce, meats, cheeses, eggs, honey, salsa, and jams, and non-food items to include candles, artwork, woodcrafts, and clothes.

The Colleyville Farmer's Market is scheduled to begin in March 2018 and will be held every Saturday from 9 a.m. to 2 p.m. with 30 - 40 vendors each week. Staff will supplement the farmer's market with periodic events such as live music, children's activities, Library programs, and other events.

Recommendation
Approve

Attachments
1. Four Seasons License Agreement

STATE OF TEXAS §
§ **FOUR SEASONS MARKETS LICENSE AGREEMENT**
COUNTY OF TARRANT §

This License Agreement ("Agreement") is made by and between the City of Colleyville, Texas, a home rule municipal corporation ("City") and Four Seasons Markets, a Texas Limited Liability Company ("Producer"), (each a "Party" or collectively the "Parties) acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to grant Producer non-exclusive license to operate the Colleyville Farmers Market (the "Market") adjacent to 100 Main Street, Colleyville, Texas 76034 ("Market Location"), as further depicted in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City further desires to engage Producer, as an independent contractor, to provide the services necessary for conducting, managing and operating the Market in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City, under its police power authority, desires to ensure that the Producer's services comply with all applicable laws, regulations and do not disrupt the public use and enjoyment of the Market Location.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 **Term.** The term of this Agreement shall be the period commencing on January 1, 2018 ("Effective Date") and ending on December 31, 2018, unless sooner terminated as provided herein ("Initial Term"). Notwithstanding any other provision hereof, Producer or City may terminate this license Agreement without cause upon thirty (30) days prior written notice to other Party to be effective upon expiration of the then current Term.

1.2 **Option to Renew**. If no Event of Default on the part of Producer exists, Producer shall have the option to extend the term of this Agreement for up to three (3) additional periods of one (1) year ("Renewal Terms") to begin on January 1 of each Renewal Term and end on December 31. Producer shall notify City in writing of its intention to extend the Term of this Agreement not less than thirty (30) days prior to the expiration of the Initial Term. The word "Term" as used herein shall collectively include the Initial Term and any Renewal Terms.

1.3 **Default**. The following occurrences shall be considered "Event(s) of Default":

(a) Producer shall fail to perform any other of its covenants or obligations hereunder and such default shall continue for a period of more than thirty (30) days after written notice thereof has been given to it;

(b) Producer shall: (i) become insolvent or generally not pay its debts as such debts become due; (ii) admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iii) institute or have instituted against it any proceeding seeking (x) to adjudicate it as bankrupt or insolvent, (y) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (z) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case such proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted; or

(c) City fails to perform any of its covenants or obligations hereunder and such default shall continue for a period of more than thirty (30) days after written notice thereof to City;

If an Event of Default shall occur, the non-defaulting Party shall deliver written notice given to the defaulting Party and if such Event of Default is timely cured, the non-defaulting Party, without prejudice to any other right or remedy that may be available to the non-defaulting Party, whether under this Agreement, or otherwise, at law or in equity, may terminate this Agreement.

Article II
Grant of License; General Conditions

2.1 **Grant of License**. City hereby grants Producer a non-exclusive license to use the Market Location to operate a Farmers Market in accordance with the terms and conditions set forth in this Agreement. In rendering services under this Agreement, Producer shall conform to the highest professional standards of work and business ethics.

2.2 **Scheduling of Market Events**. City and Producer shall co-operate with each other in good faith to mutually agree on the scheduling of the Farmers Market during the Term of this Agreement. City will use reasonable efforts to accommodate Producer in scheduling the requested number of Market events to be held at the Market Location each year. It’s the Parties intent that the Market events during the Initial Term will be held each Saturday beginning March 24, 2018 through December 29, 2018 generally between the hours of 9:00 a.m. and 2:00 p.m.

2.3 **Non-Exclusive Access to Market Location**. Producer’s use of the Market Location shall not be exclusive and Producer’s access to the Market Location is strictly limited to the dates, times, locations and purposes approved herein or as otherwise agreed in writing by the City. The Parties agree that the City may, at its sole discretion, permit other persons to use the Market Location at any time, including during Producer’s use of the Market Location. The City will use reasonable effort to accommodate Producer’s written requests for access to the Market

Location to the extent such request does not conflict with the City's or another authorized person's use of the Market Location.

2.4 **Consideration and Costs.** The mutual obligations and covenants of the Parties in this Agreement shall constitute full consideration for the non-exclusive license granted to Producer to use the Market Location for the Market events during the Term hereof. Except as otherwise agreed by the Parties in writing, any service, personnel or use of equipment provided by City in connection with the Market, for any reason, shall be charged at the then rates or fees established by City, and paid by Producer to City within thirty (30) days of receipt of invoice from the City.

2.5 **Areas of Usage**. Producer shall only be allowed access to the areas of the Market Location approved for Producer's use by the City. Producer shall be responsible for ensuring that its use of the Market Location is wholly contained within the approved areas of access.

2.6 **Contact Person.** At the time of execution of this Agreement, Producer shall, in writing, provide the City the contact names and telephone numbers for a minimum of two (2) Producer representatives, at least one of which shall be on-site at all times during the hours of operation of the Market events with authority to act on behalf to Producer.

2.7 **Noise and Special Effects.** All sounds resulting from Producer at the Market Location shall at all times be in compliance with the State's noise regulations (*see* §42.01, Tx. Penal Code) and the City's noise regulations. Producer further agrees that will not be conducting any special effects that may cause disruptive amounts of light or noise during the Farmers Market. If any complaint is received, Producer shall work immediately and in good faith with the City, affected persons, and surrounding residents to develop and implement strategies to address the individual concerns. The City reserves the right to enforce all applicable rules, regulations, ordinances, and laws.

2.8 **Impact on Other Traffic.** In no event shall Producer close or block any streets or public rights-of-way, nor shall any of Producer's equipment or vehicles be parked on a street or public right-of-way or impede the normal flow of vehicular or pedestrian traffic in any area other than the approved areas of the Market Location. The City reserves the right to immediately cease the activities at the Market Location in the event that the Market event impedes vehicular or pedestrian traffic in any area other than within the Market Location.

2.9 **Conduct and Use of Vehicles.** Producer understands that the privilege of using the Market Location shall be under the direction and control of City personnel and agrees to strictly comply with all City rules, directives and regulations written or otherwise including any personal direction from City personnel during any time Producer is at the Market Location. No vehicles of any kind will be allowed within the Market Location without prior approval of the City. All Producer vehicles including, cars, trucks, vans, golf carts, electric vehicles, and vehicle mounted equipment to be brought onto the Market Location shall require prior City approval (except designated public streets and parking areas). Producer acknowledges that it and its staff has read and understands the City's rules, directives and regulations, and agrees to abide by them while at the Market Location.

2.10 **Permission to Photograph Required**. Producer shall be required to obtain written permission from any individual not affiliated with the Producer prior to taking the individual's photograph. Producer shall not use, post, display or otherwise publish for any purpose any individual's photograph without express written permission from the individual.

2.11 **Parking**. City within its discretion may provide Producer parking spaces in a defined area for use by Producer's staff and designated vendors subject to City's reasonable approval. If additional costs are incurred, such as maintenance or cleaning, due to the costs of providing such parking spaces, then such additional costs shall be the responsibility of Producer.

2.12 **Other Conduct at Market Location.** Producer understands that the privilege of using the Market Location shall be under the direction and control of City personnel and agrees to strictly comply with all City rules, directives and regulations written or otherwise including any personal direction from City personnel during any time Producer is at the Market Location. Producer acknowledges that it and its staff has read and understands the City's rules, directives and regulations, and agrees to abide by them while at the Market Location.

2.13 **Market Location Damage and Clean-up**.

(a) Producer shall be responsible for the condition of the Market Location at all times during its use of the Market Location. Accordingly, Producer agrees:

(1) that it shall be solely responsible for any and all damage caused to the Market Location by Producer and/or its employees, agents, contractors, licensees, invitees, affiliates, vendors, and/or other third parties' use of the Market Location;

(2) that it shall incur and be solely responsible for all costs associated with restoring the Market Location to the same condition it was in at the time of Producers' initial access to the Market Location following each use of the Market Location; and

(3) that it will clean-up and/or restore any trash, litter, debris, or damage to the Market Location immediately following each use of the Market Location.

(b) City shall prepare a written invoice and collect payment from Producer for any remaining cleaning, restoration, repair and/or replacement of damaged property at the Market Location that resulted from Producer's use of the Market Location. Payment shall be made to City within thirty (30) days of Producer's receipt of a written invoice evidencing the cleaning, restoration, repair and/or replacement of damaged property incurred as a result of Producer's use of the Market Location.

2.14 **Compliance with Laws**. Producer and its agents, contractors, vendors, affiliates, licensees, and/or invitees shall at all times adhere to the policies, rules and regulations of the Market Location, as well as all City codes, policies, rules and regulations applicable to Producer's use of the Market Location. Producer shall comply with all other applicable laws, state and federal, having jurisdiction over the scope of Producer's use of the Market Location.

2.15 **Removal from Market Location**. City may cause Producer and its agents, contractors, vendors, affiliates, Producers, or invitees to be removed from the Market Location at the City's sole discretion at any time upon Producer's failure to comply with the terms of this Agreement.

2.16 **Hazardous Materials**. Producer agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any hazardous materials in, on, under, around or above the Premises now or at any future time (except in quantities permitted by applicable laws).

2.17 **Cancellation Due to Inclement Weather**. In the event of inclement weather such as rain, high winds, snow, ice or any other adverse weather event, Producer may cancel a Market event. Producer shall notify the City immediately following the decision to cancel, at which point the City will make all reasonable efforts to notify the community through its communication resources. If a Market event is cancelled, Producer shall be responsible for notifying its vendors, contractors, agents and volunteers regarding the cancellation and shall be responsible for all disputes with its vendors, contractors and agents regarding fees collected for the event.

2.18 **No Other Rights Granted**. Producer shall have no other rights relative to its use of the Market Location other than those rights expressly granted under this Agreement.

Article III
Obligations of the Parties

3.1 **Obligations of Producer**.

(a) Ensure all vendor operations at the Market Location are in full compliance with all applicable local, state, and federal laws and regulations.

(b) At its sole cost, operate and oversee the Farmers Market events at the Market Location, including, without limitation, hiring and managing vendors, contractors and/or other personnel needed for the events. Producer will generally be responsible for paying all bills associated with the events, promoting the events to the public, and otherwise manage the planning and logistical aspects of each event.

(c) Abide by all reasonable requirements of the City.

(d) Develop an event site plan for the Market Location in conjunction with City staff and strictly adhere to the approved site plan. The site plan shall constitute a material part of this Agreement upon written approval of both Parties. The site plan may be modified from time to time by mutual agreement of the Parties.

(e) Protect the Farmers Market atmosphere by ensuring all vendors comply with all market rules adopted by Producer and/or City for each event.

(f) Be solely responsible for ensuring that all food vendors and/or concessionaires at the Market Location are from a licensed facility or meet the definition of a "cottage food production operation" as defined by Texas law. Producer shall ensure that all food vendors subject to guidelines and/or regulations of the local health authorities abide by and comply with all applicable regulations, including health and code inspections that may be required at the Market Location.

(g) Provide three (3) booths for use by the City and/or authorized non-profit groups designated by the City at no cost to the City.

(h) Ensure all vendors keep and maintain Sales Tax Permits; except food items that do not require tax permits.

(i) Producer shall post appropriate signage approved by the City at the portion of the Farmers Market where the market is taking place during the hours of operation.

3.2 **Obligations of the City.**

(a) Provide reasonable access to the Market Location for the Farmers Market events, including associated streets and necessary parking areas.

(b) Allow Producer to apply for a health permit to cover the entirety of the Term of this Agreement; and allow all vendors to operate under said permit to the extent permitted by law.

(c) Allow use of City-owned trash cans and City-owned traffic barricades at no cost to the Producer, exact number and placement of said items to be determined by the Producer and the City.

Article IV
Insurance

4.1 **Producer Insurance Requirement**. Producer shall during the term hereof maintain in full force and effect, and shall cause its sub-contractors to obtain and maintain at their expense, the following policies of insurance and coverage:

(a) Commercial General Liability Policy covering bodily injury, death and property damage including the property of the City, its officers, contractors agents and employees (collectively referred to as the "City Indemnitees") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars ($1,000,000) combined single limit and Two Million Dollars ($2,000,000) aggregate including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars

($1,000,000). This policy shall be primary to any policy or policies carried by or available to the City.

(b) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than $500,000/$500,000/$500,000.

(c) Automobile Liability Insurance Policy covering all operations of the Producer pursuant to this Agreement involving the use of motor vehicles, including all owned, non owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability.

(d) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City Indemnitees.

(e) Additional Insured Status. With the exception of Worker's Compensation Insurance, all insurance required pursuant to this Agreement shall include and name the City Indemnitees as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City Indemnitees under Texas law including products/completed operations.

(f) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of services under this Agreement and annually for a minimum of four (4) years following termination of this Agreement, abandonment or completion of work. All required policies shall be endorsed to provide the City with 30 days advance notice of cancellation or material change in coverage.

(g) On every date of renewal of the required insurance policies, the Producer shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the Producer shall within ten (10) business days after written request provide the City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

(h) Carriers. All policies of insurance required to be obtained by the Producer and its sub-contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

Article V
Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED BY BELOW, PRODUCER HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE CITY INDEMNITEES) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF A PERSON OR PROPERTY DAMAGE, INCLUDING THE LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE PRODUCER AND IT'S SUB-CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF THE PRODUCER UNDER THIS AGREEMENT, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY PRODUCER, IT'S SUB-CONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE PRODUCER, IT'S SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE PRODUCER, IT'S SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS THE PRODUCER OR SUB-CONTRACTOR MAY BE LIABLE.

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, PRODUCER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF PRODUCER OR IT'S SUB-CONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY CITY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF THE PRODUCER AND THE CITY THAT IN SUCH EVENT THE PRODUCER IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF PRODUCER'S EMPLOYEE OR THE EMPLOYEE OF ANY OF IT'S SUB-CONTRACTORS. WITH REGARD TO CLAIMS AGAINST ANY PARTY SEEKING INDEMNITY UNDER THIS AGREEMENT WHICH ARE MADE BY AN EMPLOYEE OF THE PRODUCER, IT'S SUB-CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE PRODUCER, IT'S SUB-CONTRACTOR OR ANYONE FOR WHOSE ACTS THE PRODUCER OR SUB-PRODUCER MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED BY ANY LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE PRODUCER, IT'S SUBCONTRACTOR OR ANY OTHER EMPLOYER UNDER

WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. PRODUCER SHALL PROCURE LIABILITY INSURANCE COVERING PRODUCER'S OBLIGATIONS UNDER THIS SECTION.

IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, EACH MEMBER OF THE PRODUCER HEREBY INDEMNIFIES, AND HOLDS HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST THE CITY INDEMNITEES ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE USE OR DISTRIBUTION OF ANY AUDIO, VIDEO AND/OR WRITTEN MATERIAL CREATED FROM THE PRODUCTION ACTIVITIES PERFORMED BY OR THROUGH THE PRODUCER, IT'S SUBCONTRACTORS OR IT'S CONSULTANTS, EXCEPT TO THE EXTENT THE INFRINGEMENT IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CITY INDEMNITEES.

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR THE ADDITIONAL INSURED REQUIREMENTS UNDER THE INSURANCE REQUIRED BY THIS AGREEMENT, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT. SHOULD ANY PROVISION OR ANY PART OF ANY PROVISION OF THIS AGREEMENT BE HELD INVALID, UNENFORCEABLE OR CONTRARY TO PUBLIC POLICY, LAW, STATUTE OR ORDINANCE, THEN THE REMAINDER OF THE PROVISION, PARAGRAPH, THIS SECTION AND/ OR THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN VALID AND FULLY ENFORCEABLE.

Article VI
Miscellaneous

6.1 **Entire Agreement**. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

6.2 **Assignment**. Producer may not (i) assign any of its rights, (ii) delegate any of its obligations, or (iii) grant any license or sublicense of this License Agreement, in whole or in part without the prior written consent of City, which may be withheld in its sole and absolute discretion and for any or no reason.

6.3 **Successors and Assigns**. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 **Compliance with Applicable Laws**. Producer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Producer's acts and/or omissions in performing this License Agreement.

6.5 **Governing Law**. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 **Amendments**. This Agreement may be amended by the mutual written agreement of the parties.

6.7 **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 **Counterparts**. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

6.9 **Recitals and Exhibits**. The recitals and exhibits to this Agreement are incorporated herein for all purposes.

6.10 **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by overnight delivery, courier or otherwise hand delivered.

If intended for City, to:	With a copy to:
Attn: Jerry Ducay City Manager City of Colleyville, Texas 100 Main Street Colleyville, Texas 76034	Whitt L. Wyatt Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 North Akard Dallas, Texas 75201

If intended for Producer, to:

____
____
____
____
____

6.11 **Audit Rights**. The City shall have the right to audit any of the records of the Producer in respect to any revenues, expenses, fees or payments hereunder. Producer shall make available to the City or its representative such information as City may reasonably require for the purposes thereof. The cost of the audit shall be borne by the City, unless the audit discloses that the amount in question owed to the City was understated by more than five percent (5%), in which event, the Producer shall pay the reasonable cost of the audit.

6.12 **No Other Rights Granted**. Producer shall have no other rights relative to its use of the Market Location other than those rights expressly granted under this License.

6.13 **Authorization**. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

(signature page to follow)

EXECUTED on this ____ day of _______________, 2017.

CITY OF COLLEYVILLE, TEXAS

By: ____________________________________
Jerry Ducay, City Manager

APPROVED AS TO FORM:

____
Whitt L. Wyatt, City Attorney
(WLW:12/12/17v2:93963)

EXECUTED on this ____ day of _______________, 2017.

PRODUCER

By: ____________________________________
__________________, __________________

EXHIBIT "A"
Description of Market Location

(to be attached)

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6a **Agenda Date** 12/19/2017
Type Presentation and Discussion
Department Public Works

Title
Texas Department of Transportation (TxDOT) update on State Highway 26 (SH26)

Explanation
A Texas Department of Transportation (TxDOT) representative will provide an update to City Council regarding State Highway 26 (SH26).

Attachments

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

City of Colleyville
City Council
Agenda Briefing

Agenda Number **Agenda Date** 12/19/2017 **Number** 7
Type Report
Department Finance

Title
Monthly Financial Report - November 2017

Strategic Plan
1.3 Assure convenient access to public information
1.4 Communicate thoroughly and strategically
2.4 Demonstrate stewardship of public resources

Explanation
General Fund
As of November 31, 2017, the General fund collected $1,863,653 in revenues and incurred $2,931,213 in expenditures.

Ad Valorem taxes, franchise fees and sales taxes account for more than 85% of the General fund’s budgeted revenues.

- **Ad Valorem Taxes:**
  The City collected $1,082,224 out of the $14,322,575 budgeted for ad valorem taxes, including penalty and interest. The reported revenue is 1.39% below the revenue reported for the same period last year.

- **Franchise Fees Revenue:**
  The City collected $163,670 out of the $2,070,000 budgeted for franchise fees. The reported revenue is 4.87% below the revenue reported for the same period last year.

- **Sales Tax Revenue:**
  The City collected $28,897 out of the $3,800,000 budgeted sales tax revenue. The reported revenue is 4.11% above the revenue reported for the same period last year. The reported amount represents the Mixed Beverage Taxes received in October. The City receives the sales taxes earned in October in December.

Utility Fund
As of November 31, 2017, the utility fund collected $2,788,216 in revenues and incurred $2,034,903 in expenditures.

Water and wastewater sales account for more than 98% of the utility fund’s budgeted revenues.

- **<u>Water Sales</u>:**
  The City collected $2,060,679 out of the $11,195,957 budgeted for water sales. The reported revenue is 2.28% below the revenue reported for the same period last year.

- **<u>Wastewater Sales</u>:**
  The City collected $646,332 out of the $4,024,060 budgeted for wastewater sales. The reported revenue is 2.05% above the revenue reported for the same period last year.

Debt Service Fund

As of November 31, 2017, the Debt Service fund collected $61,099 out of the budgeted revenues and transfers from other funds of $1,854,412 and expended $165,324 out of the budgeted $1,979,412 in expenditures.

Drainage Fees Fund

As of November 31, 2017, the Drainage Fees fund spent $77,366 out of its $1,481,362 expense budget and received $165,135 in revenues which is 17.17% above the budgeted revenue of $961,880.

Attachments
1. Presentation
2. November 2017 Monthly Financial Report

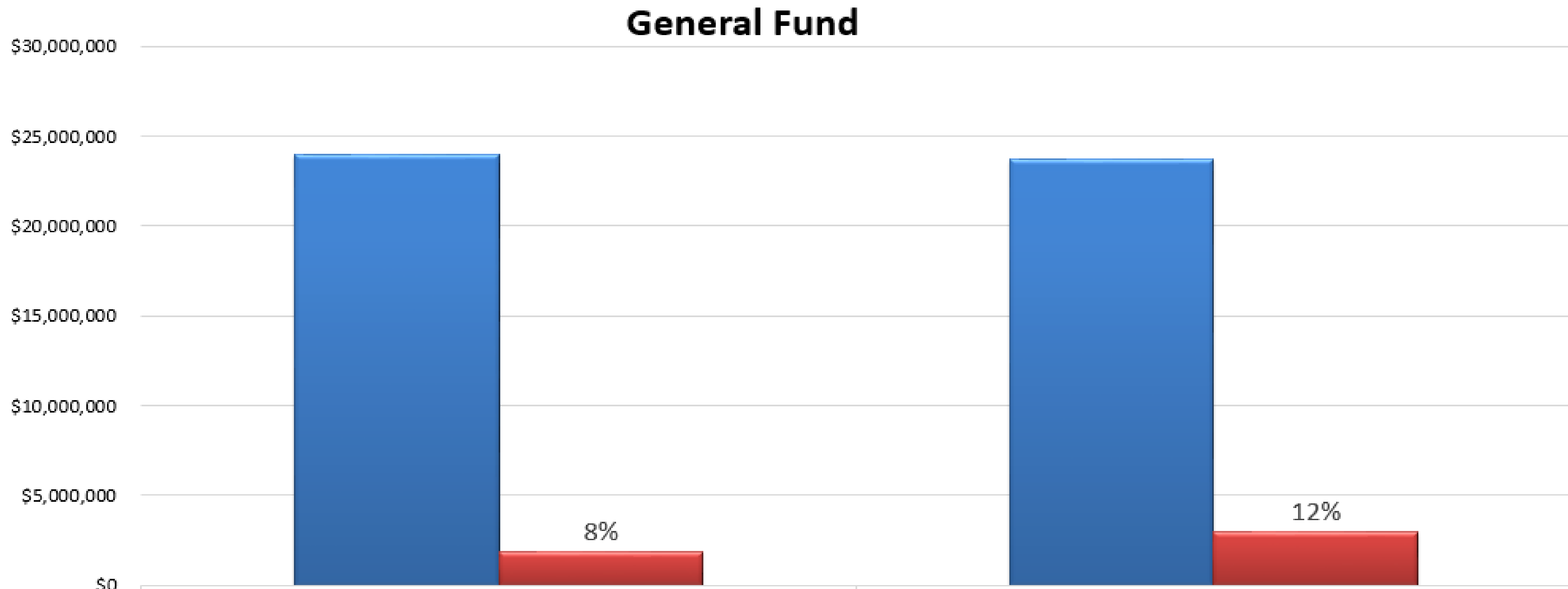
Agenda Item - Reports

November Monthly Financial Report

City Council Meeting
December 19, 2017

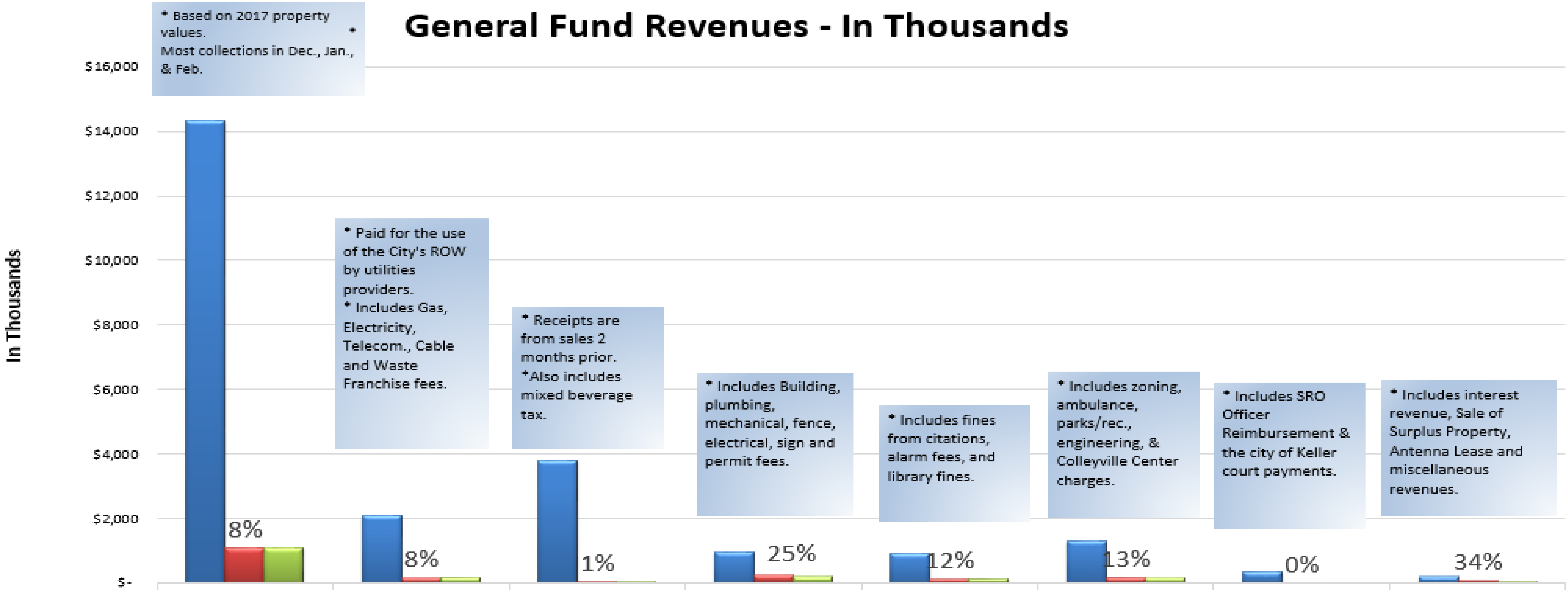
General Fund

General Fund Snapshot



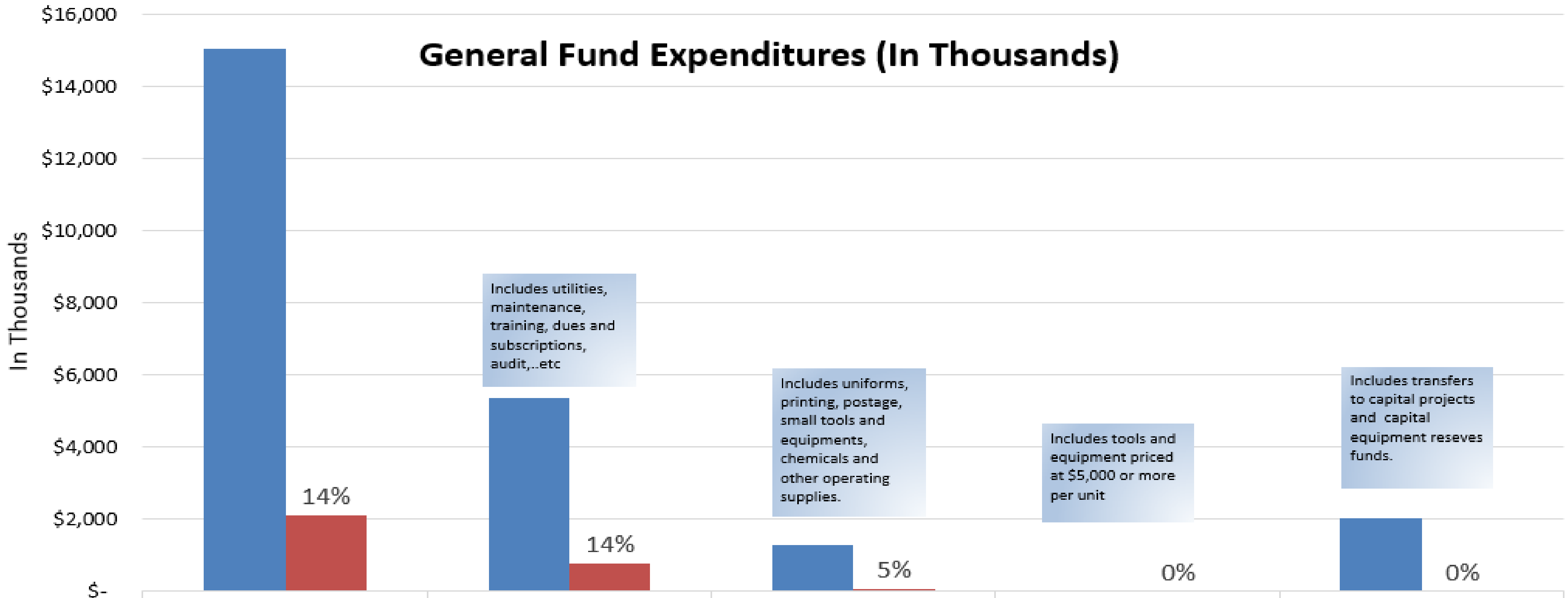
	General Fund Revenues	General Fund Expenditures
Budget	$23,934,566	$23,694,811
Actuals	$1,863,653	$2,931,213

General Fund Revenues



	AD VALOREM TAXES	FRANCHISE TAXES	SALES TAXES	LICENSES & PERMITS	FINES	CHARGES FOR SERVICE	INTERGOVERNMENTAL	MISCELLANEOUS
Budget	$14,323	$2,070	$3,800	$968	$920	$1,294	$360	$200
Actuals Current FY	$1,082	$164	$29	$238	$112	$172	$-	$67
Actuals Prior FY	$1,097	$172	$28	$188	$133	$158	$-	$22

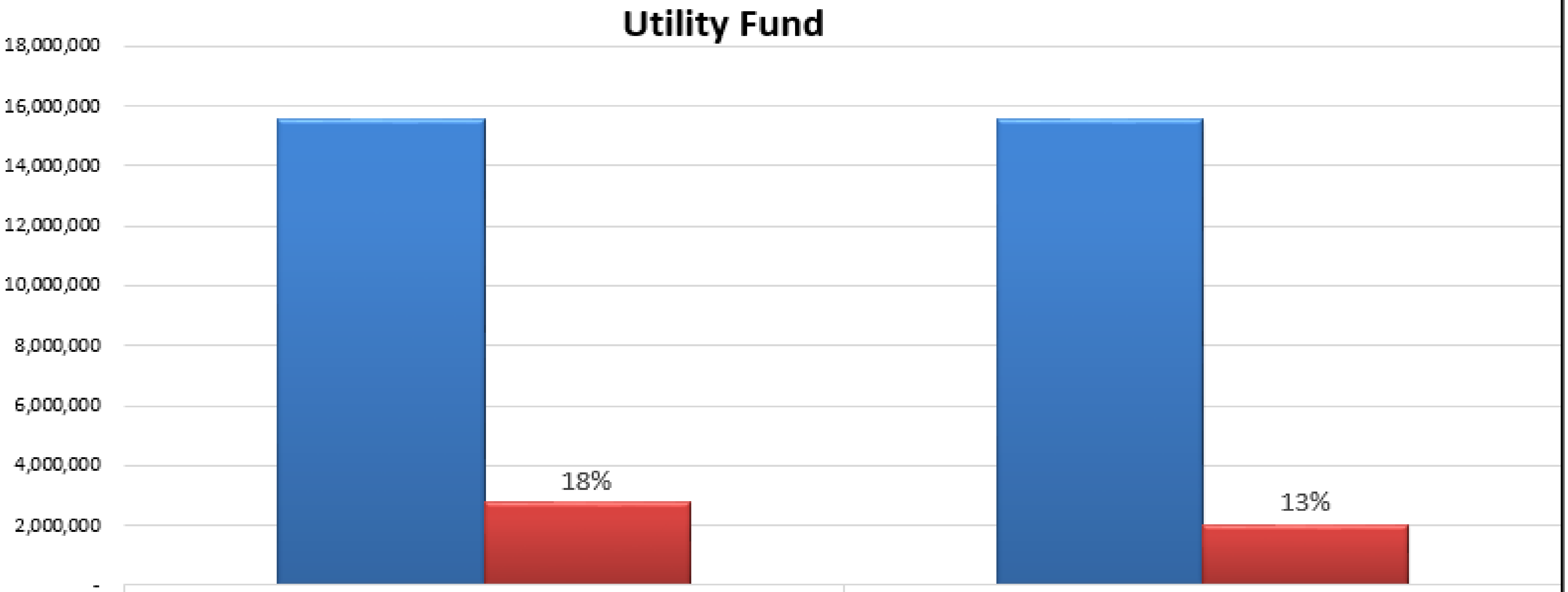
General Fund Expenditures



	Personnel services	Contractual Services	Supplies	Capital Outlay	Transfer to other fund
Budget	$15,049	$5,342	$1,276	$14	$2,015
Actuals	$2,098	$772	$61	$-	$-

Utility Fund

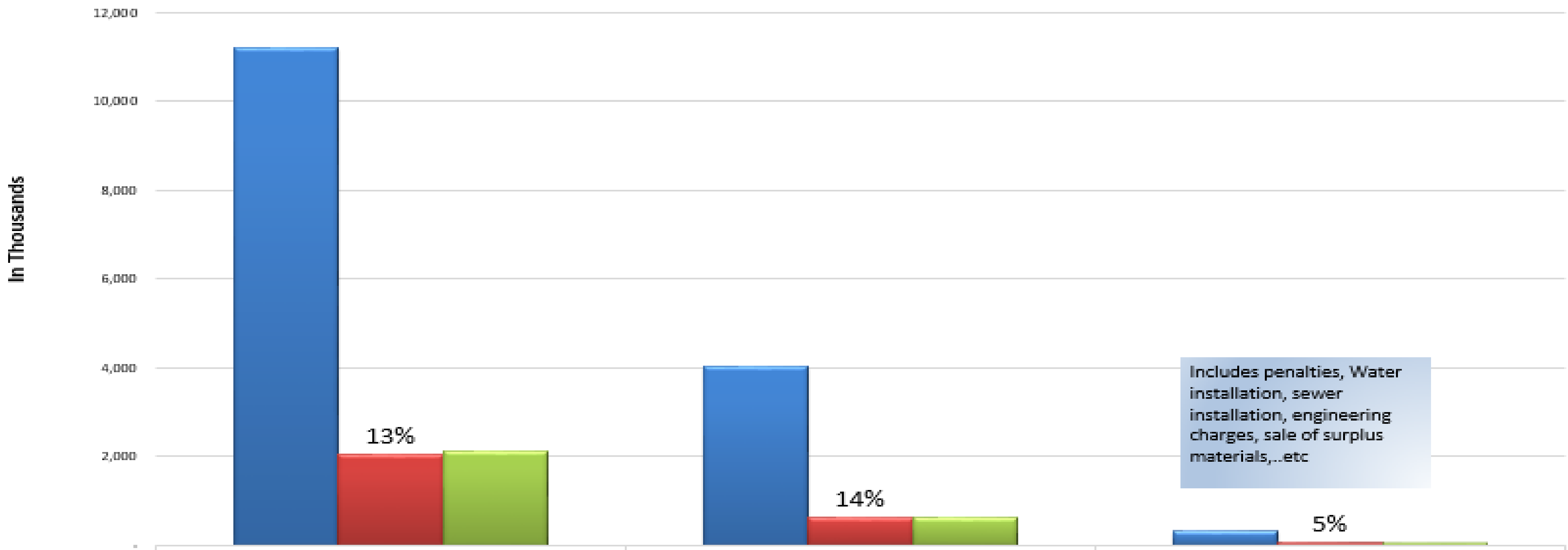
Utility Fund Snapshot



	Revenues	Expenditures
Budget	15,540,017	15,526,542
Actuals	2,788,216	2,034,903

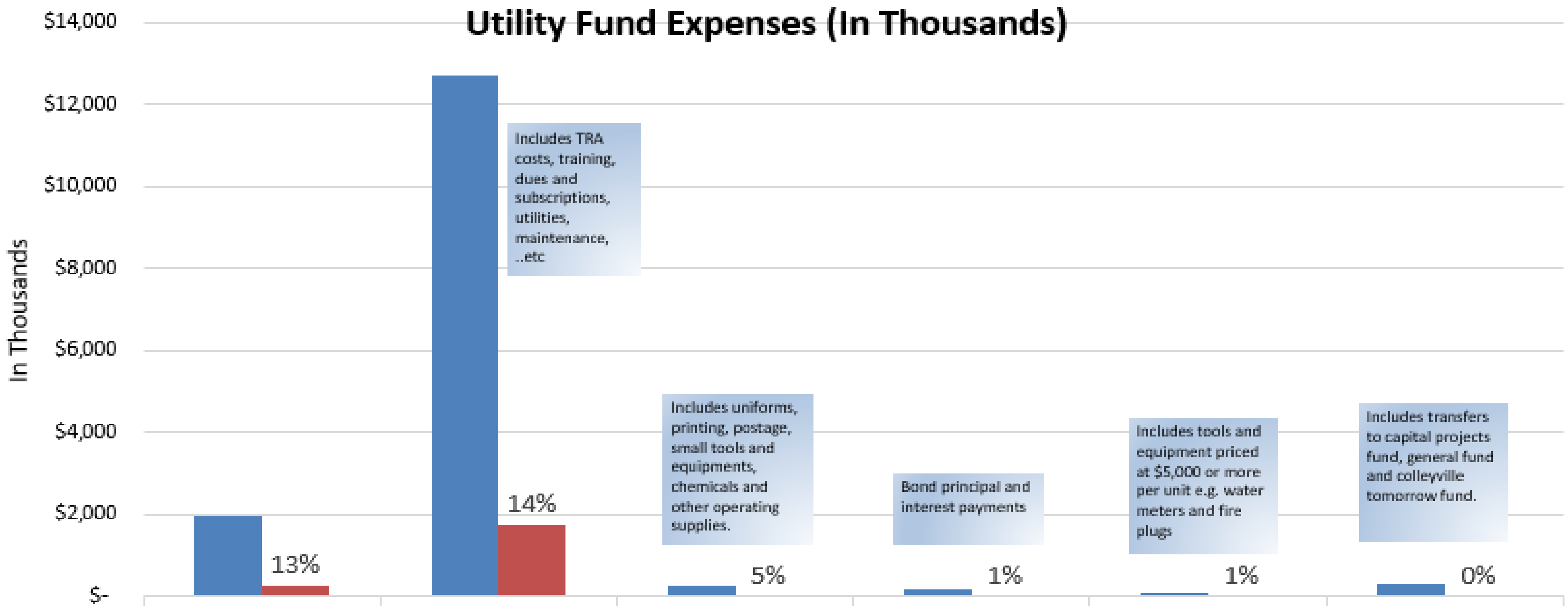
Utility Fund Revenues

Utility Fund Revenues - In Thousands



	Water Sales	Sewer Sales	Other Income
Budget	11,196	4,024	320
Actuals Current FY	2,061	646	81
Actuals Prior FY	$2,109	$633	$60

Utility Fund Expenses

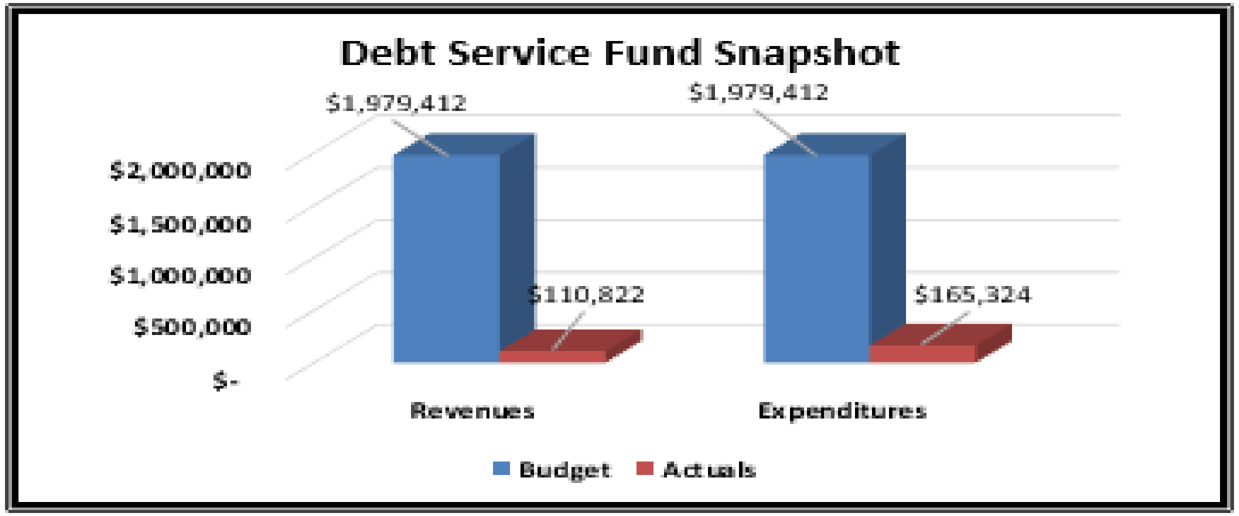


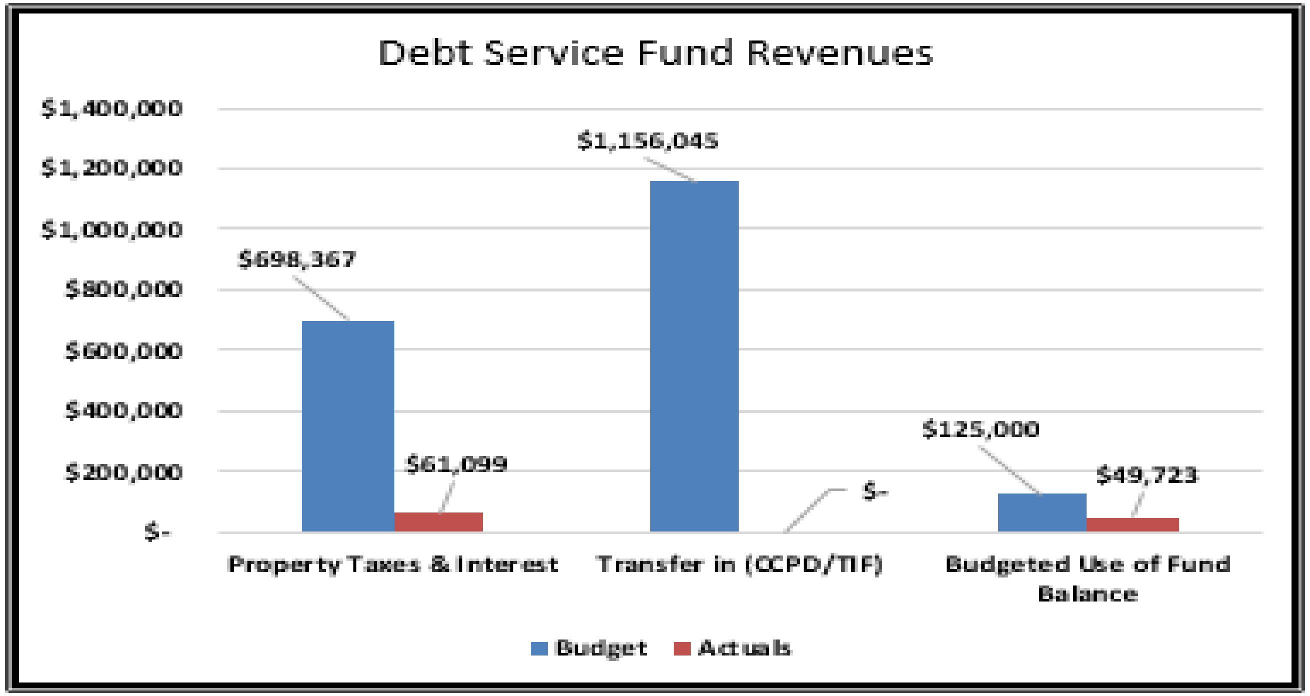
	Personel Services	Contractual services	Supplies	Debt Service	Capital Outlay	Transfers to other funds
Budget	$1,983	$12,718	$246	$157	$100	$322
Actuals	$260	$1,760	$13	$2	$1	$-

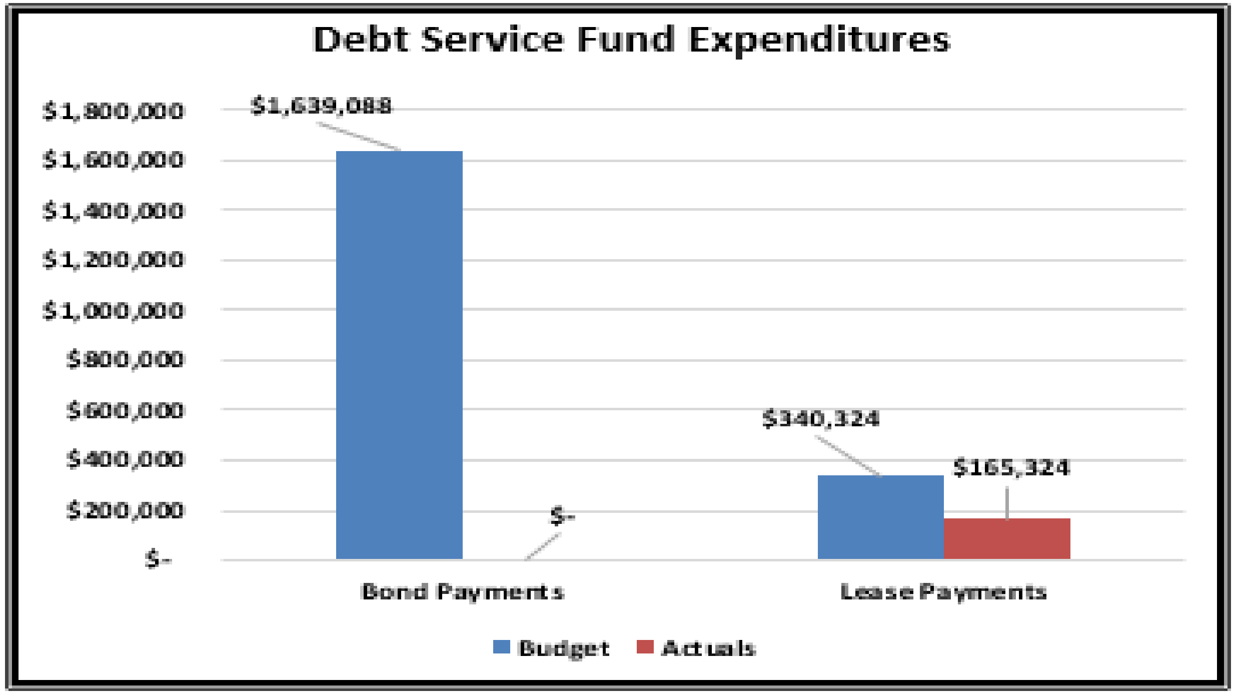
Debt Service Fund

Debt Service Fund

Debt Service Fund	Budget	Actuals
Revenues:		
Ad Valroem Taxes & Interest	$ 698,367	$ 61,099
Transfer In from other funds	$ 1,156,045	$ -
Budgeted Use of Fund Balance	$ 125,000	$ -
Total Revenues	**$ 1,979,412**	**$ 61,099**
Expenditures:		
Bond payments	$ 1,639,088	$ -
Lease Payments	$ 340,324	$ 165,324
Total Expenditures	**$ 1,979,412**	**$ 165,324**
Revenues Over (Under) Expenditur	**$ -**	**$ (104,225)**



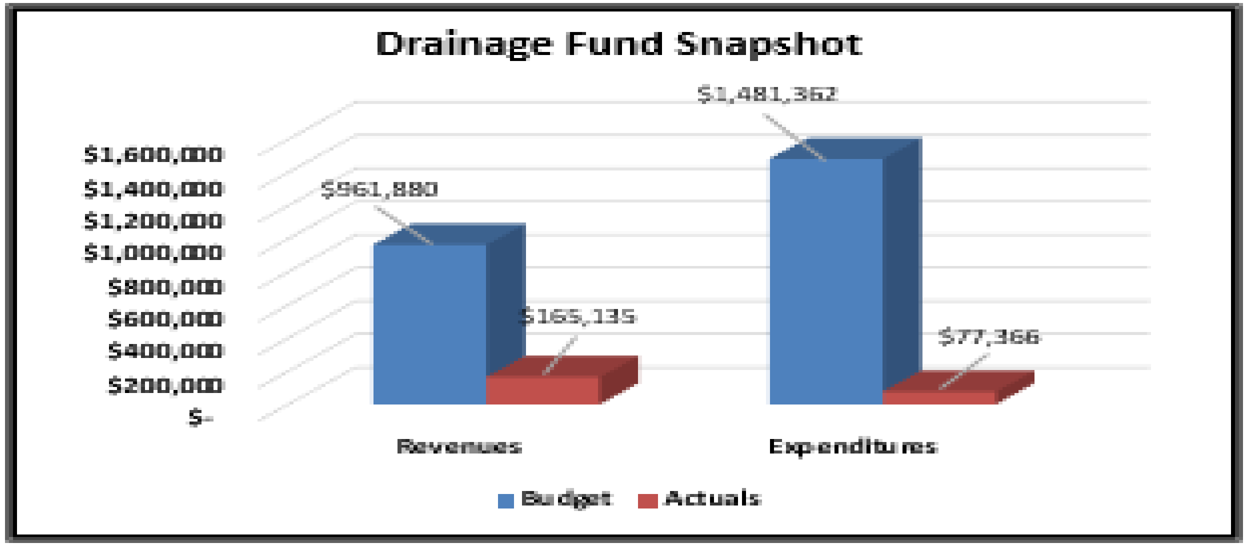


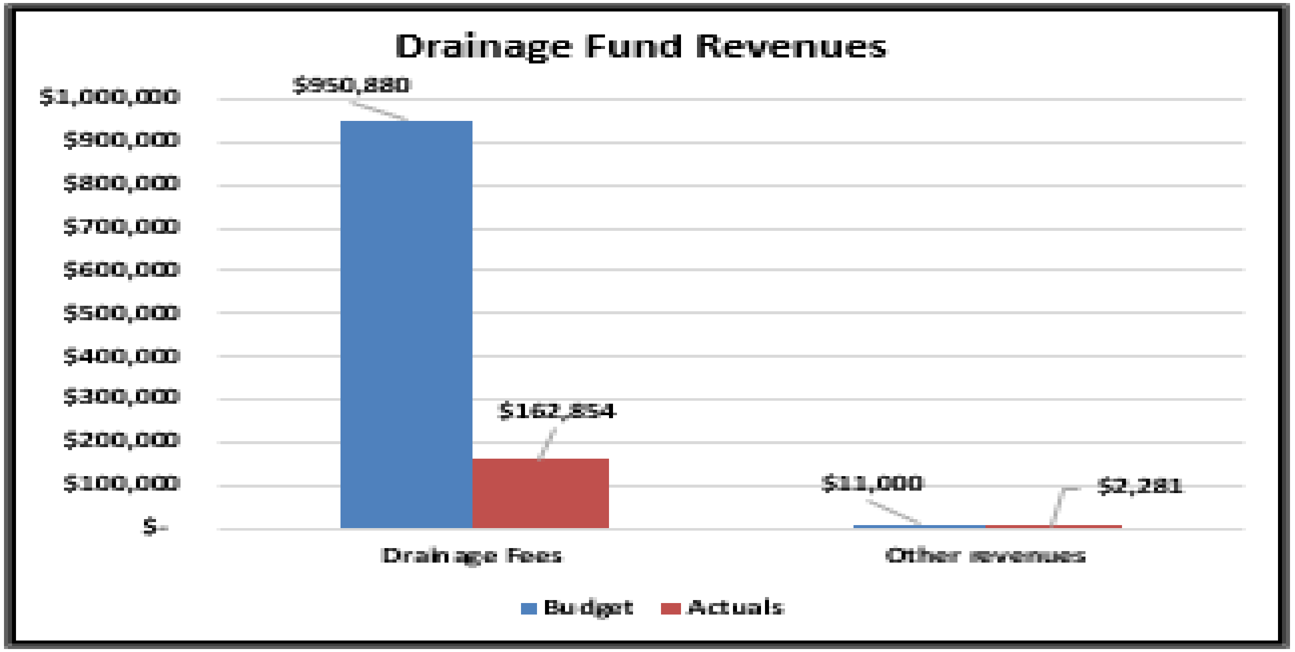


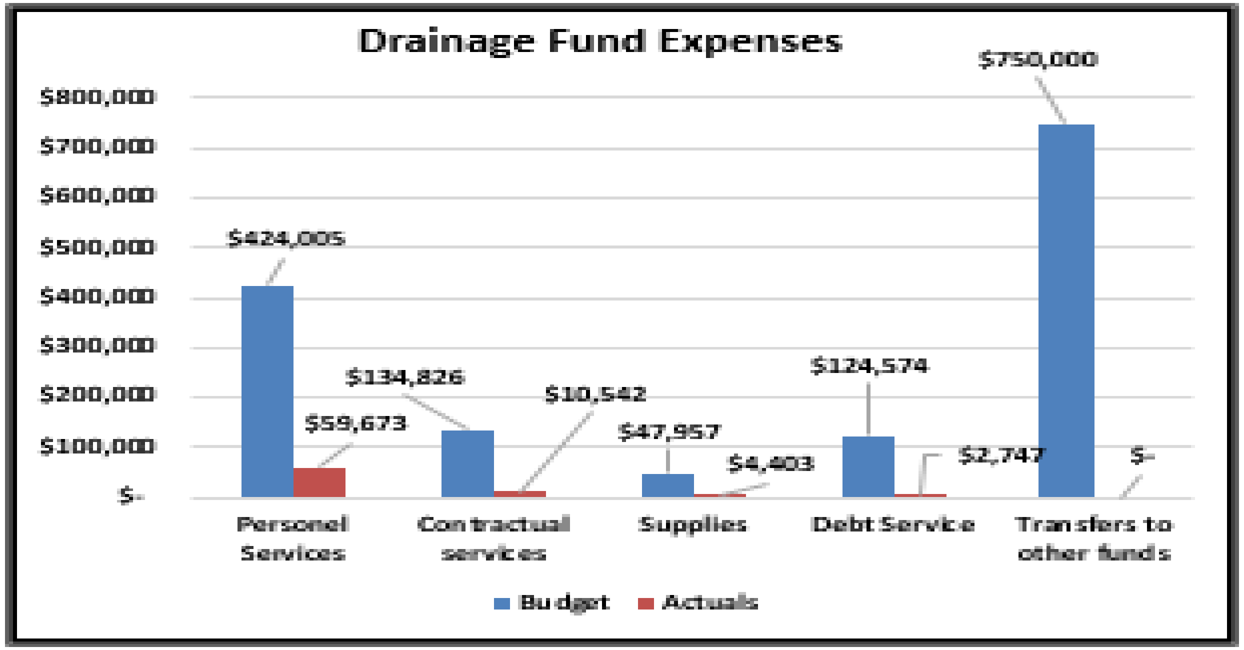
Drainage Fee Fund

Drainage Fee Fund

Drainage Fund	Budget	Actuals
Revenues:		
Drainage Fees	$ 950,880	$ 162,854
Other revenues	$ 11,000	$ 2,281
Total Revenues	**$ 961,880**	**$ 165,135**
Expenses:		
Personel Services	$ 424,005	$ 59,673
Contractual services	$ 134,826	$ 10,542
Supplies	$ 47,957	$ 4,403
Debt Service	$ 124,574	$ 2,747
Transfers to other funds	$ 750,000	$ -
Total Expenses	**$ 1,481,362**	**$ 77,366**
Revenues Over (Under) Expe	**$ (519,482)**	**$ 87,770**







City of Colleyville
General Fund Monthly Financial Report
As of 11/30/2017 - End of 16.66% of the Fiscal Year

GENERAL FUND SUMMARY	FY 2018 BUDGET	ACTIVITY FY 2018 YTD AS OF 11/30/2017	PERCENT OF BUDGET USED
Revenues	23,934,566	1,863,653	7.79%
Expenditures	23,694,811	$2,931,213	12.37%
Revenues over expenditures	**$239,755**	**($1,067,560)**	

GENERAL FUND REVENUE SOURCE	FY 2018 BUDGET	RECEIVED FY 2018 YTD AS OF 11/30/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED FY 2017 YTD AS OF 11/30/2016	PERCENT CHANGE OVER PRIOR YEAR
Current Taxes	14,242,575	1,062,591	7.46%	7.34%	1,094,821	-2.94%
Delinquent Taxes	25,000	16,918	67.67%	15.59%	-	0.00%
Penalty & Interest	55,000	2,715	4.94%	4.50%	2,631	3.20%
TOTAL AD VALOREM TAXES	14,322,575	1,082,224	7.56%	7.37%	1,097,452	-1.39%
Oncor Electric	885,000	-	0.00%	0.00%	-	0.00%
Tri-County Electric	100,000	-	0.00%	0.00%	-	0.00%
Atmos Gas	325,000	-	0.00%	0.00%	-	0.00%
AT&T	60,000	14,647	24.41%	25.57%	15,670	-6.53%
Verizon/Others	65,000	18,629	28.66%	28.05%	18,984	-1.87%
Refuse/Recycling	160,000	15,639	9.77%	11.32%	15,198	2.90%
Cable TV	475,000	114,755	24.16%	23.67%	122,196	-6.09%
TOTAL FRANCHISE TAXES	2,070,000	163,670	7.91%	8.01%	172,048	-4.87%
Sales Tax	3,700,000	-	0.00%	0.00%	-	0.00%
Mixed Beverage Tax	100,000	28,897	28.90%	26.48%	27,755	4.11%
TOTAL SALES TAXES	3,800,000	28,897	0.76%	0.77%	27,755	4.11%
Building	625,000	168,454	26.95%	17.08%	120,657	39.61%
Plumbing	72,000	12,713	17.66%	17.22%	10,432	21.87%
Mechanical	48,000	8,883	18.51%	14.40%	7,600	16.89%
Electrical	51,000	14,597	28.62%	13.83%	10,028	45.57%
City License	26,000	6,400	24.62%	11.15%	7,400	-13.51%
Building Plan Review Fee	88,000	18,842	21.41%	18.34%	18,780	0.33%
New Business	7,400	1,300	17.57%	11.67%	1,500	-13.33%
Sign Permit	8,000	650	8.13%	19.97%	1,885	-65.52%
Fence Permit	15,000	1,875	12.50%	14.95%	4,250	-55.88%
Fire Permits	8,000	1,710	21.38%	12.76%	1,240	37.90%
Irrigation Permit	20,000	2,490	12.45%	17.51%	4,109	-39.40%
TOTAL LICENSES & PERMITS	968,400	237,915	24.57%	16.29%	187,881	26.63%

GENERAL FUND - CONTINUED REVENUE SOURCE	FY 2018 BUDGET	RECEIVED FY 2018 YTD AS OF 11/30/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED FY 2017 YTD AS OF 11/30/2016	PERCENT CHANGE OVER PRIOR YEAR
Court Fines	850,000	105,199	12.38%	13.71%	127,481	-17.48%
Alarm Fees	53,000	3,755	7.08%	7.74%	2,981	25.96%
Library Fines	17,460	3,065	17.56%	13.61%	2,730	12.28%
TOTAL FINES	920,460	112,019	12.17%	13.14%	133,192	-15.90%
Re-zoning	9,000	770	8.56%	10.83%	2,175	-64.60%
Plat Fee/Site Plan/Landscaping Plan Fee	8,200	2,500	30.49%	14.66%	1,830	36.61%
Board of Adjustment	2,000	525	26.25%	16.55%	175	200.00%
Sale of Material	100	-	0.00%	13.89%	1	-100.00%
Weed Mowing	7,000	-	0.00%	12.46%	8,175	-100.00%
Ambulance	320,000	61,441	19.20%	16.61%	32,547	88.78%
Recreation Program	193,500	37,134	19.19%	10.23%	23,617	57.23%
Credit Card Fee Revenue	-	2,219	0.00%	0.00%	-	0.00%
Non-Resident Fee Parks	40,000	19,520	48.80%	39.53%	21,760	-10.29%
Field Use Charge	21,500	9,970	46.37%	54.66%	10,940	-8.87%
Engineering & Inspection	20,000	-	0.00%	0.00%	11,303	-100.00%
Material Testing	10,000	785	7.85%	0.00%	2,261	-65.27%
Colleyville Center Rental	240,000	32,161	13.40%	13.23%	39,710	-19.01%
Lot Drainage Insp Fee	15,000	4,875	32.50%	16.17%	4,000	21.88%
Transfer from Utility Fund	196,920	-	0.00%	0.00%	-	0.00%
Transfer from TIF	210,377	-	0.00%	0.00%	-	0.00%
TOTAL CHARGES FOR SERVICE	1,293,597	171,900	13.29%	8.00%	158,494	8.46%
SRO Officer Reimb	98,996	-	0.00%	0.00%	-	0.00%
Keller Court	260,538	-	0.00%	0.00%	-	0.00%
TOTAL INTERGOVERNMENTAL	359,534	-	0.00%	0.00%	-	0.00%
Sale of Surplus Property	5,000	36,523	730.46%	72.00%	-	0.00%
Interest Income	45,000	11,876	26.39%	8.99%	4,147	186.38%
Miscellaneous	60,000	6,289	10.48%	34.41%	5,590	12.51%
Antenna Lease	90,000	12,341	13.71%	10.24%	12,240	0.82%
TOTAL MISCELLANEOUS	200,000	67,028	33.51%	29.67%	21,977	205.00%
TOTAL GENERAL FUND REVENUES	23,934,566	1,863,653	7.79%	7.36%	1,798,799	3.61%

	FY 2018 BUDGET	THROUGH 11/30/2017	THROUGH 11/30/2016	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
RESIDENTIAL BLDG PERMITS	115	38	32	6	18.75%
COMMERCIAL BLDG PERMITS	7	0	1	(1)	100.00%
CITATIONS ISSUED	10,500	1,142	1,427	(285)	-19.97%

GENERAL FUND EXPENDITURES	FY 2018 BUDGET	EXPENDED THROUGH 11/30/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Personnel services	15,048,648	2,098,233	13.94%	16.67%	12,950,415
Contractual Services	5,341,951	772,195	14.46%	16.67%	4,569,756
Supplies	1,275,506	60,786	4.77%	16.67%	1,214,720
Capital Outlay	14,000	-	0.00%	16.67%	14,000
Transfer to other fund	2,014,706	-	0.00%	16.67%	2,014,706
TOTAL EXPENDITURES	23,694,811	2,931,213	33.16%	16.67%	20,763,598

City of Colleyville
Utility Fund Monthly Financial Report
As of 11/30/2017 - End of 16.66% of the Fiscal Year

UTILITY FUND **SUMMARY**	FY 2018 BUDGET	ACTIVITY FY 2017 YTD AS OF 11/30/2017	PERCENT OF BUDGET USED
Revenues	15,540,017	2,788,216	17.94%
Expenditures	15,526,542	2,034,903	13.11%
Revenues over expenditures	**$13,475**	**753,313**	

UTILITY FUND REVENUE SOURCE	FY 2018 BUDGET	RECEIVED AS OF 11/30/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED AS OF 11/30/2016	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	11,195,957	2,060,679	18.41%	20.80%	2,108,668	-2.28%
Sewer Sales	4,024,060	646,332	16.06%	16.34%	633,354	2.05%
Sewer Installation	15,000	3,800	25.33%	15.48%	3,300	15.15%
Water Installation	42,000	9,020	21.48%	14.74%	8,080	11.63%
Engineering Charges	5,000	3,926	78.53%	20.41%	-	0.00%
Penalties	200,000	46,916	23.46%	25.45%	44,118	6.34%
Sale of Material	-	-	0.00%	11.40%	517	-100.00%
Miscellaneous	13,000	5,070	39.00%	16.53%	4,107	23.47%
TOTAL OPERATING INCOME	15,495,017	2,775,744	17.91%	19.75%	2,802,143	-0.94%
Sale of Surplus Property	-	8,418	0.00%	100.00%	-	0.00%
Interest Income	45,000	4,054	9.01%	7.21%	-	0.00%
TOTAL NON-OPERATING INCOME	45,000	12,472	27.72%	36.00%	-	0.00%
TOTAL INCOME	15,540,017	2,788,216	17.94%	19.84%	2,802,143	-0.50%

	THROUGH 11/30/2017	THROUGH 11/30/2016	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	430,751,800	465,035,700	(34,283,900)	-7.37%
NUMBER OF WATER CUSTOMERS	10,021	9,861	160	1.62%

UTILITY FUND EXPENSES	FY 2018 BUDGET	EXPENDED THROUGH 11/30/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Personel Services	1,983,307	260,204	13.12%	16.67%	1,723,103
Contractual services	12,717,635	1,759,632	13.84%	16.67%	10,958,003
Supplies	245,969	12,645	5.14%	16.67%	233,324
Debt Service	157,325	1,525	0.97%	16.67%	155,800
Capital Outlay	100,000	897	0.90%	16.67%	99,103
Transfers to other funds	322,306	-	0.00%	16.67%	322,306
TOTAL EXPENSES	15,526,542	2,034,903	13.11%	16.67%	13,491,639

Notes: Budgeted transfers of $322,306 as follows: $44,286 for an internal loan for vactor truck; $81,100 for Vehicle and Equipment Replacement Fund; $196,920 for 12.4% payment to General Fund for internal service personnel.

City of Colleyville
Debt Service Fund Monthly Financial Report
As of 11/30/2017 - End of 16.66% of the Fiscal Year

DEBT SERVICE FUND **SUMMARY**	FY 2018 BUDGET	ACTIVITY FY 2017 YTD AS OF 11/30/2017	PERCENT OF BUDGET USED
Revenues	1,854,412	61,099	3.29%
Expenditures	1,979,412	165,324	8.35%
Revenues over expenditures	**(125,000)**	**(104,225)**	
Budgeted use of fund balance	125,000		
Revenues & use of fund balance over expenditures	**-**	**(104,225)**	

DEBT SERVICE FUND REVENUE SOURCE	FY 2018 BUDGET	RECEIVED FY 2018 YTD AS OF 11/30/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED FY 2017 YTD AS OF 11/30/2016	PERCENT CHANGE OVER PRIOR YEAR
Current taxes	683,367	59,969	8.78%	7.34%	58,573	2.38%
Delinquent taxes	5,000	936	18.72%	15.59%	-	0.00%
Penalty & interest	5,000	156	3.13%	4.50%	168	-7.24%
Interest Income	5,000	38	0.75%	6.00%	1,008	-96.28%
TOTAL AD VALOREM TAX & INTEREST	698,367	61,099	8.75%	5.42%	59,750	2.26%
Transfer from CCPD	501,845.00	-	0.00%	0.00%	-	0.00%
Transfer from TIF	654,200.00	-	0.00%	0.00%	-	0.00%
TOTAL TRANSFERS	1,156,045	-	0.00%	0.00%	-	0.00%
Use of Fund Balance	125,000	-	0.00%	0.00%	-	0.00%
Bond proceeds & Premium		-	0.00%	0.00%	-	0.00%
TOTAL REVENUE	1,979,412	61,099	3.09%	5.42%	59,750	2.26%

DEBT SERVICE FUND	FY 2018 BUDGET	EXPENDED THROUGH 11/30/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Bond & Interest Payments	1,639,088	-	0.00%	16.67%	1,639,088
Leases (Fire Engine & Ambulance)	340,324	165,324	48.58%	16.67%	175,000
TOTAL EXPENSES	1,979,412	165,324	8.35%	16.67%	1,814,088

City of Colleyville
Drainage Fee Fund Monthly Financial Report
As of 11/30/2017 - End of 16.66% of the Fiscal Year

DRAINAGE FEE FUND **SUMMARY**	FY 2017 BUDGET	ACTIVITY FY 2017 YTD AS OF 11/30/2017	PERCENT OF BUDGET USED
Revenues	961,880	165,135	17.17%
Expenditures	1,481,362	77,366	5.22%
Revenues over expenditures	**(519,482)**	**87,770**	

DRAINAGE FEE FUND REVENUE SOURCE	FY 2018 BUDGET	RECEIVED FY 2018 YTD AS OF 11/30/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED FY 2017 YTD AS OF 11/30/2016	PERCENT CHANGE OVER PRIOR YEAR
Drainage Revenues	950,880	162,854	17.13%	16.55%	161,112	1.08%
Other revenues (Interest, penalty,..)	11,000	2,281	20.74%	39.00%	3	70751.86%
TOTAL REVENUES	961,880	165,135	17.17%	28.72%	161,116	2.49%

DRAINAGE FEE FUND	FY 2018 BUDGET	EXPENDED THROUGH 11/30/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Personel Services	424,005	59,673	14.07%	16.67%	364,332
Contractual services	134,826	10,542	7.82%	16.67%	124,284
Supplies	47,957	4,403	9.18%	16.67%	43,554
Debt Service	124,574	2,747	2.21%	16.67%	121,827
Transfers to other funds	750,000	-	0.00%	16.67%	750,000
TOTAL EXPENSES	1,481,362	77,366	5.22%	16.67%	1,403,996

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 7 **Agenda Date** 12/19/2017
Type Report
Department Community Development

Title
Zoning Board of Adjustment Minutes - November 14, 2017

Attachments
1. Zoning Board of Adjustment Minutes - November 14, 2017

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

City of Colleyville
Zoning Board of Adjustment Minutes

Tuesday, November 14, 2017 City Council Chambers

CALL TO ORDER

The Zoning Board of Adjustment meeting of the City of Colleyville was called to order by Board member McNosky on November 14, 2017 at 7:00 p.m.

Roll Call

Present: Board members Kimberly Holt, Dee Kamerman, Wayne Maynard, Dee McNosky, and Richard Vallario

Absent: Raymond Allee and Michael Deakin

Staff Present: Ben Bryner, Felix Landry, and Araceli Botello

1. APPROVAL OF MINUTES

Board member Maynard made a motion to approve the September 12, 2017 minutes. Board member Kamerman seconded.

The motion to approve carried by the following vote:

Aye: 5 – Holt, Kamerman, Maynard, Vallario, and McNosky

2. PUBLIC HEARING AGENDA ITEMS

2a Request for a variance to certain provisions of Section 3.29-Parking Requirements of the Land Development Code, specifically a variance to the drive lane width of 24 feet on a portion of Lot 1R, Block 11, of the Longwood Estates at Ross Downs, located at 7121 (7171) Colleyville Boulevard, Case VC17-011

Felix Landry presented the case and briefed the Board.

The public hearing was opened at 7:06 p.m.

The applicant, Kyle Bennett, 1801 Gateway Boulevard, Richardson, came forward and briefed the board. He explained that a 2nd right-of-way acquisition was missed by those involved with the design of the plan and was not discovered until very recently. The proposal is to allow a narrow drive lane of 20 feet with an increase width for the parking spaces to 10 feet.

The construction manager, Steve Sharver, 7500 Lomo Alto, Plano, came forward and briefed the board. He indicated that the parking has been installed and showed a video to demonstrate how the now current proposal will function properly.

The owner, Bill Peavy, 1901 N. Akard, Dallas, came forward and briefed the board. He explained that this is the last building in the development and is asking for a favorable decision from the board.

Board member Maynard questioned staff regarding the location of the curb-to-curb 20 foot requirement. The applicant responded that the curb to curb requirement begins at the gutter line to the edge of the parking line.

Board member Kamerman questioned the applicant if the parking spaces are 10 feet wide. The applicant confirmed. Board member Kamerman questioned the applicant regarding additional parking space in the rear of the building. The applicant responded that no parking exists to the rear. The applicant added that the space belongs to another property.

Discussion continued regarding additional parking space.

Board member Maynard questioned the applicant regarding the pickup truck in the video presented by the applicant. The construction manager responded that the pickup truck belonged to him and placed it as an obstacle.

Board member McNosky questioned the applicant regarding additional parking within the property. The applicant referenced the site plan to show the available parking within the property. Staff added that additional parking is located on the right side of the building where the fire lane extends to.

Board member Maynard questioned the applicant if the site plan shows the accurate number of parking spaces. The applicant confirmed that it does.

Board member Maynard questioned staff regarding the required length of a parking space for parallel parking. Staff responded that a dimension of 9 feet by 23 feet is required for parallel parking.

Discussion continued regarding parallel parking

Board member Kamerman requested to see the video and asked the applicant regarding the base of the curb and the pole in the parking lot. The applicant responded that there is a curb height of 6 inches and a drainage channel between the parking lot and the highway.

Discussion continued regarding the curb and pole in the parking lot.

Board member Maynard questioned the applicant regarding the number of offices in the building located on the subject property. The applicant responded that it is a duplex with two doors and that there are multiple office spaces within each unit.

Board member Vallario questioned the applicant the time frame when the driveway was completed. The construction manager responded that the driveway was completed about a month ago. Board member Vallario questioned the construction manager if he knew before he laid the driveway that it would be outside of code. The applicant responded yes. The owner added that he authorized the parking to be completed ahead of the decision due to the fact that the parking is necessary for occupancy of the building. Without a variance he can’t use the building.

Discussion continued regarding the driveway.

Board member Vallario questioned staff regarding parallel parking and if it would meet code. Staff responded that the parallel parking could be designed to meet code. Staff added that a parallel parking design would reduce the number of parking spaces and create additional issues.

Discussion continued regarding parking.

Board member Maynard made a notation regarding placing the concrete poles at the curb to protect the pole would reduce the backup space for cars by two feet. The applicant added that his recommendation would be to place the concrete poles behind the curb to avoid that issue.

Board member Holt questioned the applicant regarding further widening the parking spaces. The applicant responded that the request of 10 foot wide parking spaces provides enough maneuverability within a 20 feet wide drive aisle.

Discussion continued regarding wider parking spaces.

There being no one else wishing to speak, the public hearing was closed at 7:45 p.m.

Board member McNosky made an opening statement regarding the best used of the subject property and applicant's due diligence as noted by the options presented before the board. Board member Kamerman added that she agreed with Board member McNosky and noted the limitations of the applicant by the expansion of Highway 26.

Board member Kamerman made a motion to approve Case VC17-011. Board member Holt seconded.

The motion to approve case VC17-011 was carried by the following vote:

Aye: 5 – Holt, Kamerman, Maynard, McNosky, and Vallario
Nay: 0

3. ADJOURNMENT

The meeting adjourned at 7:47 p.m.

Minutes were written and prepared by:

Araceli Botello

Planning Technician

The meeting minutes were approved on December 12, 2017 by a vote of 5-0.

RESOLUTION R-17-4214

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 19, 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 19TH DAY OF DECEMBER 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