



City of Colleyville City Council Agenda

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

Wednesday, January 10, 2018

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

WS-1 Update on CWD Transition

WS-2 Discussion of public art in City roundabouts

WS-3 Discussion of the Q1P business promotion program

WS-4 Discussion of leasing City Hall office space to the Chamber of Commerce

WS-5 Discussion of the January 10, 2018, 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 on the following legal issues requiring consultation with the attorney:

- Developer agreements with the Village Owners Association

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.
COUNCIL CHAMBERS**

**INVOCATION: Ed Smyth, Counselor in the Bishopric,
Church of Jesus Christ of Latter-day Saints**

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-18-4215**

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 - Schroeder Orthodontics, 1201 Hall-Johnson Road, - Mayor Richard Newton and Assistant City Manager Mark Wood

4. DISCUSSION OF ITEMS NOT FOR ACTION

4a Texas Department of Transportation (TxDOT) update on State Highway 26 (SH26)

5. CONSENT: READING AND PUBLIC HEARING - Resolution R-18-4216

5a Approval of the minutes of the regular City Council meeting of December 19, 2017

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-18-4217

Approval of a resolution calling a General Election for the purpose of electing City Councilmembers to Place 5 and Place 6

6b Resolution R-18-4218

Consideration of a minor plat for Nguyen Johnson Addition on property legally described as Tract 1A01B, Abstract 1756, in the A T Young Survey, located at 216 W. Glade Road, Case PC17-019

6c Resolution R-18-4219

A resolution designating electioneering and election signage locations on public property at Colleyville City Hall

- 7. CITIZEN COMMENTS / PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**
- 8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JANUARY 10, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4220**
- 9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, January 5, 2018 by 5:00 p.m.

Christine Loven, TRMC
City Secretary

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

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

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



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-1

Agenda Date 01/10/2018

Type Presentation and Discussion

Department City Manager

Title

Update on CWD Transition

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

This agenda item provides for an update on the transition from Waste Connections (formerly Progressive) to Community Waste Disposal (CWD) as the City's franchise holder for solid waste and recycling services. CWD was awarded the contract on June 20, 2017 through a competitive bid process and began providing service to Colleyville on November 1, 2017. Staff will present the attached presentation, providing an update on the transition for residential service, commercial service, and efforts to address any issues that have come up.

Attachments

1. Presentation - Update on CWD Transition

CWD Transition Update

City Council Worksession
January 10, 2019

Residential Service



- Successful cart change-out
- 372 customers taking advantage of the option to upgrade to a 95 gallon recycling cart (for free)
- Customers have been using the curbside HHW collection and electronics recycling program
 - 113 in November and 117 in December
- All collection routes have been completed on time (collection allowed 7 a.m. – 7 p.m.); usually complete by 5 p.m.
- Drivers are getting familiar with their routes and are working to make sure no homes are missed for collection
- Fewer complaints this year for leaf recycling – more obvious for drivers to know what to do with the craft bags, rather than guessing contents of dark plastic bags
- In a few instances, we've asked drivers/helpers to slow down



Commercial Service



- Container transition uncovered a misconception of some customers that thought only garbage service was under an exclusive franchise – those recycling containers have transitioned to CWD
- Largest challenge – the misconception that base rates increased under CWD's contract
 - Progressive was billing less than their published rates in many cases, or omitting certain fees for containers with locks or gates
- Staff has visited on-site and personally worked with individual customers to investigate any concerns, clarify misinformation, and rectify any errors
- Letters from the City have been sent to every commercial customer, to proactively provide a direct contact person to answer any questions or respond to concerns



Questions & Discussion



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 01/10/2018

Type Presentation and Discussion

Department City Manager

Title

Discussion of public art in City roundabouts

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

Explanation

This agenda item provides an opportunity for discussion of public art, namely bronze sculptures, in City roundabouts. Assistant City Manager Adrienne Lothery will present the attached presentation and seeks the City Council's feedback on the proposed ideas.

Attachments

1. Presentation- Roundabout Art

Public Art for Roundabouts

City Council Worksession
January 10, 2019

Village Roundabout

Concept: Children dancing around the existing tree (in order to preserve it)

- “Dance with Me” sculpture ordered (pictured below)
- 3-4 months for production and delivery
- \$16,200 (includes shipping) - TIF



Public Art Concepts



Roundabout Concepts:

- Horse themed, to acknowledge Colleyville's roots
- Focus on horse scenes that still translate to today (i.e. do not appear to be solely historical references)
- Incorporate aspects of family life and a multi-generational community
- Different vignettes with related content will provide some consistency without being boring

Four Major Roundabouts:

- Pleasant Run & John McCain
- McDonwell School Rd & Westcoat (NEW)
- Glade Road & Pool
- Jackson & Cheek Sparger

Concepts for Public Art in Other Areas:

- As other prime locations are identified, consider other themes/concepts that evoke "Colleyville"
- Examples: Children and families, child flying a kite, child playing with a toy airplane, etc.
- Potential locations: The Village, parks, or public property such as the Colleyville Center and Senior Center

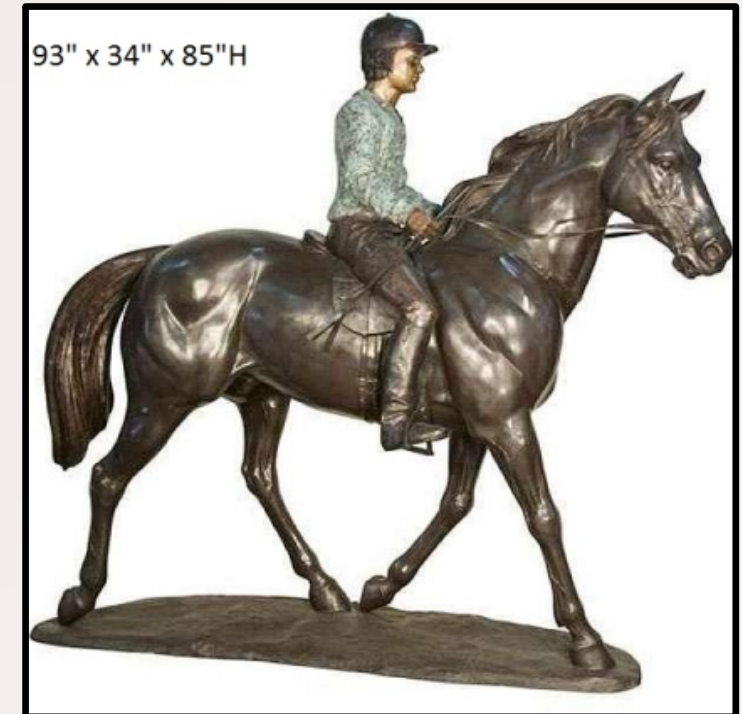
Pleasant Run & John McCain



Concept: seated child on horse, with standing parent holding reins

Options:

- Use and enhance existing mold - \$47,500 (8-12 months)
- Custom creation - \$79,500 (12-14 months)



McDonwell School Road & Westcoat Dr.



Concept: two horses behind fence, with child feeding carrot

Options:

- Use and enhance existing molds for fence and horse pair - \$52,600
- Custom creation - \$59,600
- Incorporate sculpture into design of new roundabout landscaping



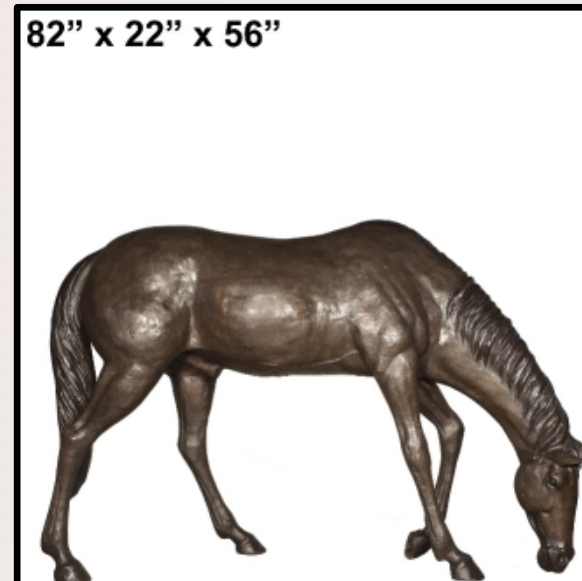
Glade Road & Pool



Concept: Elderly man feeding hay to his horse

Options:

- Use and enhance existing mold for horse
- Depending on customization \$40-75,000



Jackson & Cheek Sparger



Concept: Adult leaning against a fence with horse leaning over their shoulder

Options:

- Likely a custom creation
- \$40-75,000 depending on selections



Alternative Option



Concept: Use smaller scale sculptures of children in roundabouts

Options:

- Use and enhance existing molds
- \$15-30,000 depending on selections and number of figures (about \$5,000 per figure)



Questions & Discussion



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-3

Agenda Date 01/10/2018

Type Worksession

Department Economic Development

Title

Discussion of the Q1P business promotion program

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Staff will present and seek feedback on the Quarter 1 Promotion initiative, which aims to assist businesses impacted by the State Highway 26 Project construction and increase sales tax from Colleyville's main commercial corridor.

Attachments

1. Q1P Presentation

Introducing Q1P

Quarter 1 Promotion Initiative

January 10, 2018

Overview



- Businesses are combating construction impacts and customer concerns along SH26.
- The Q1P is designed to:
 - proactively assist businesses that are impacted by the SH26 construction
 - serve as a catalyst to boost local sales tax from Colleyville's main commercial corridor during the typically slower winter season



Qualifications

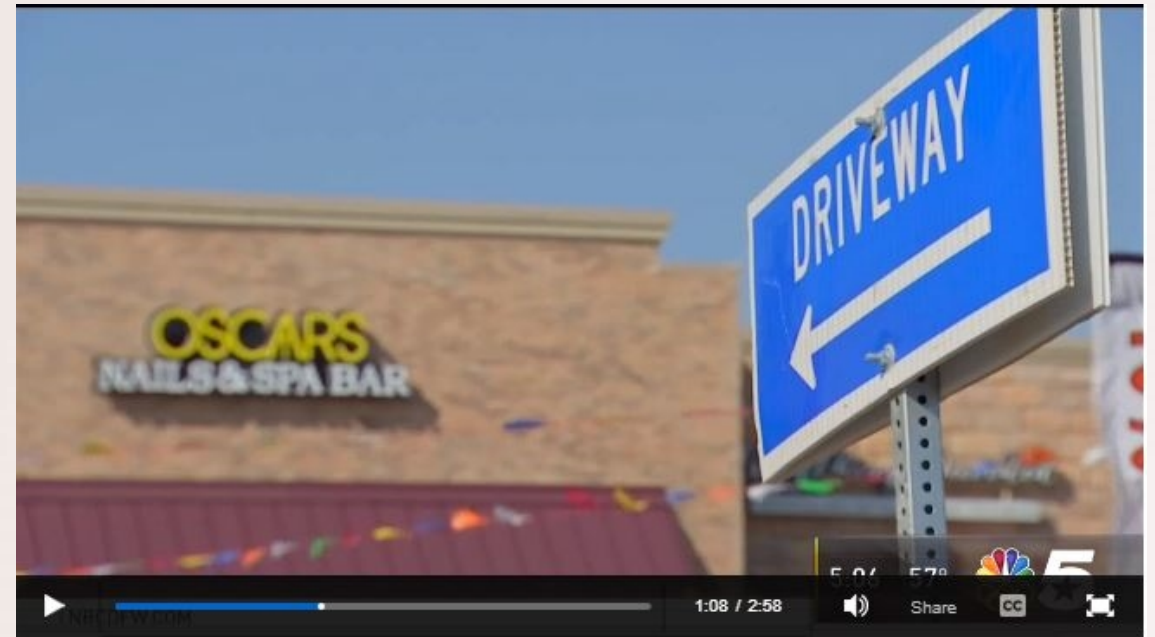


- Participating businesses located within the SH26 Project corridor boundary that advertise during the first quarter of 2018 are eligible for reimbursement, up to \$1,000.
- Business must generate sales tax in Colleyville.
- Business must have been at location for at least 24 months.
- The City of Colleyville must be mentioned in the ad beyond the business address.
- Staff will manage an application process to ensure compliance.

Funding



- There are approximately 100 businesses in the area that qualify.
- The promotion will utilize \$100,000 from the Tax Increment Fund.



Questions and Discussion



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-4

Agenda Date 01/10/2018

Type Worksession

Department City Manager

Title

Discussion of leasing City Hall office space to the Chamber of Commerce

Strategic Plan

5.4 Actively seek public/private partnerships

Explanation

This agenda item will provide for discussion on an agreement to lease City Hall office space to the Chamber of Commerce. The proposed draft lease agreement is attached.

Attachments

1. Draft lease agreement

**LEASE AGREEMENT BETWEEN THE CITY OF COLLEYVILLE, TEXAS
AND THE COLLEYVILLE CHAMBER OF COMMERCE
FOR LEASE OF CERTAIN CITY HALL PREMISES**

This Lease Agreement (“Lease” or “Agreement”) is entered into by and between the City of Colleyville, Texas (“City”), a Texas home rule municipality, and the Colleyville Chamber of Commerce (“CHAMBER”), a not-profit organization, as of the Effective Date. City and CHAMBER may be referred to jointly herein as the “Parties,” and individually as a “Party.”

RECITALS

WHEREAS, CHAMBER provides various services that promote and support the economic vitality and growth of the City of Colleyville; and

WHEREAS, CHAMBER is interested in relocating its current administrative and operations offices to a new location within the City Hall Complex in the City of Colleyville; and

WHEREAS, the City Hall Complex is located in the City of Colleyville, Texas, at 100 Main Street, Colleyville, Texas (referred to hereafter as “the Leased Premises”); and

WHEREAS, City and CHAMBER desire to enter this Agreement to allow CHAMBER to lease office space and parking at the Leased Premises to provide a base of operations for CHAMBER to continue to provide economic development services within the City.

NOW, THEREFORE, the Parties hereby make and enter into this Agreement for and in mutual consideration of the covenants and agreements set forth herein.

Article 1. Leased Premises

1.1 Demise of Leased Premises: City does hereby lease to CHAMBER, and CHAMBER does hereby lease from City, the portions of the Lease Premises depicted on Exhibit “A”, attached hereto and incorporated herein by reference, and more particularly described in Section 1.2, below.

1.2 City Hall Complex:

(a) Area of Leased Premises: The areas within the City Hall Complex which are the subject of this Lease are limited as follows:

(1) The office space within City Hall identified on Exhibit A, located at 100 Main Street, Colleyville, Texas; and

(2) The parking areas adjacent to City Hall as identified on Exhibit B.

1.3 Permitted Use; Access: The Leased Premises shall be occupied and used by CHAMBER, its officers, employees, invitees, and guests, solely for office and vehicle parking uses for the purpose of providing services that promote and support the economic vitality and growth of the

City of Colleyville, Texas (“the Permitted Use”). Except as otherwise agreed by the Parties in writing, CHAMBER shall be permitted access to the Leased Premises only during regular office hours of the City.

1.4 Assignment and Sublease: CHAMBER may not assign this Lease Agreement or sublease the Leased Premises without the written consent of City, which may be withheld at City’s sole discretion.

1.5 Entry by Landlord: CHAMBER shall permit City or its agents or representatives to enter any part of the Leased Premises at all reasonable hours with prior notice (and in the event of an emergency, at all times without notice) to inspect the same and to make repairs, alterations and/or additions thereto, as City may deem necessary or desirable.

1.6 Impact on Other Vehicles and Traffic. In no event shall CHAMBER close or block any parking spaces, lots, streets or public rights-of-way on the Leased Premises, nor shall any of Producer’s equipment or vehicles be parked on a street or public right-of-way in a manner that impedes the normal flow of vehicular or pedestrian traffic in any area of the Leased Premises. The City reserves the right to immediately remove, without notice, any vehicle and/or object(s) that impede vehicular or pedestrian traffic in any area of the Leased Premises. All costs associated with removal under this Section 1.6 shall be the responsibility of CHAMBER.

1.7 Compliance with Applicable Rules. CHAMBER and its agents, contractors, vendors, affiliates, licensees, and/or invitees shall at all times adhere to all policies, rules and regulations of the Leased Premises, as well as all City codes, policies, rules and regulations applicable to CHAMBER’S Permitted Use of the Leased Premises. CHAMBER shall comply with all other applicable laws, state and federal, having jurisdiction over the scope of the Permitted Use of the Leased Premises.

Article 2. Lease Term & Termination

2.1 Lease Term: This Agreement shall be for a period of twelve (12) months beginning on _____, 2018 (“the Commencement Date”) and terminating on _____, 20__ (“the Termination Date”) (the period beginning on the Commencement Date and ending on the Termination Date being the “Lease Term”), unless terminated earlier by either City or CHAMBER in accordance with the provisions of this Agreement.

2.2 Termination: This Agreement may be terminated prior to the Termination Date as follows:

(a) The Parties may terminate this Agreement by a written agreement signed by both Parties setting forth the agreed termination date;

(b) Either Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the desired earlier termination date; or

(c) Either Party may terminate this Agreement on the thirty-first (31st) day after providing written notice to the other Party that the other Party is in breach of its obligations under this Agreement, which notice shall describe the alleged breach with reasonable particularity, and the Party receiving the notice has failed to cure the alleged breach prior to the date of termination.

2.3 Rescinding Termination: A Party that provides written notice of termination pursuant to Section 2.2(b) may rescind same by providing written notice to the other Party on or prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect as if the notice of termination had never been given. A written agreement of termination pursuant to Section 2.2(a) may be rescinded by written agreement signed by both Parties prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect.

2.4 Surrender: Upon the expiration or other termination of this Agreement, CHAMBER shall quit and surrender the Leased Premises to City, broom clean, in good order and condition, ordinary wear and damage by the elements excepted. On or before the expiration or other termination of this Agreement, CHAMBER shall remove all of CHAMBER's personal property from the Leased Premises and, failing to do so City may cause all of CHAMBER's personal property to be removed at the expense of CHAMBER, and CHAMBER hereby agrees to pay all costs and expense thereby incurred. CHAMBER's obligations to observe or perform this covenant shall survive the expiration or other termination of this Agreement. CHAMBER shall, if requested by City, remove any improvement and/or installations made by CHAMBER and repair any and all damage caused by such removal.

Article 3. Consideration; Additional Expenses

3.1 Consideration: The mutual obligations and covenants of the Parties in this Agreement shall constitute CHAMBER'S full rent payment and consideration of both Parties for the non-exclusive license granted to CHAMBER to use the Leased Premises during the Lease Term. Except as otherwise agreed by the Parties in writing, any materials, service, labor, personnel and/or use of equipment provided by City in connection with this Agreement may be charged to CHAMBER at the then established rates or fees established by City, and paid by CHAMBER to City within thirty (30) days of receipt of written invoice from the City.

3.2 Additional Expenses: CHAMBER shall directly pay and/or reimburse City for all costs for moving, phone/data installation, and installation of key pass security associated with CHAMBER's use and occupancy of the Leased Premises.

3.3 In-Kind Contribution: The Parties recognize and agree that City's lease of the Leased Premises to CHAMBER represents an in-kind contribution. The property and improvements have an annual donated in-kind value to CHAMBER in the amount of sixteen thousand and 00/100 dollars (\$16,000.00).

3.4 Delinquent Payments: Any amounts owed to City which has not been paid on or before the 30th day after its due date shall bear and accrue interest at the highest rate allowed by law. In the event it becomes necessary for City to file suit to collect past due amounts, in addition to the

accrued interest, City shall be entitled to recover court costs and its reasonable attorneys fees related to such collection.

Article 4. Maintenance and Repairs; Utilities

4.1 CHAMBER's Acceptance of Leased Premises: CHAMBER has been provided an opportunity to inspect, and has fully inspected, the Leased Premises and all components thereof, including the roof, structural elements, light fixtures, HVAC systems, sewer, plumbing, electrical, telecommunication facilities (including fiber connectivity), water and other similar mechanical systems. CHAMBER hereby acknowledges its acceptance of the Leased Premises and all components thereof in their present "AS IS" condition, WITH ALL FAULTS, without any agreement, representation, or obligation on the part of City to perform any alteration or improvement of the Leased Premises, and except as hereinafter expressly provided, City shall have no obligation for the maintenance and repair of the Leased Premises or any components thereof.

4.2 City's Maintenance Obligations: Subject to Section 4.3, below and, except for any repairs made necessary by the negligence, misuse, or default of CHAMBER, its employees, agents, customers and invitees, City agrees to be responsible for all necessary repairs to the roof, exterior walls, exterior doors, windows, corridors of the Leased Premises as well as all electrical, plumbing, and HVAC systems. There shall be no liability of City by reason of any injury to or interference with CHAMBER's business and/or services arising from the making of any repairs, alterations or improvements in or to any portion of the Leased Premises or in or to any fixtures, appurtenances and equipment therein or thereon. City agrees to notify CHAMBER prior to performing any repairs or alterations to the Leased Premises which are reasonably likely to interrupt or interfere with CHAMBER's operations. Notwithstanding the foregoing, City shall be authorized to commence making repairs, improvements or alterations to the Leased Premises without prior notice in the case of an emergency or if there is an imminent threat that is reasonably likely to result in injury to person or damage to real or personal property, in which case City shall notify thereafter CHAMBER as soon as reasonably possible.

4.4 CHAMBER's Maintenance and Repair Obligations: CHAMBER shall keep and maintain the Leased Premises in good order, condition and repair. CHAMBER shall notify City in writing of any items that CHAMBER believes need repair. CHAMBER shall reimburse City for all costs and labor associated with repairs relating to damage to glass, doors, walls, wall coverings, ceilings, floors, floor coverings, fixtures, concrete, or asphalt caused by CHAMBER, its officers, employees, contractors, invitees, or guests which exceed the reasonable wear and tear resulting from the normal use of such improvements.

4.5 Changes to Leased Premises: CHAMBER may not alter the Leased Premises without City's written consent and approval of any plans associated therewith, which shall not be unreasonably withheld. In the event City grants its consent to CHAMBER to make alterations of the Leased Premises, such alterations shall be performed on a work schedule approved by the City and in a professional and workmanlike manner, performed by one or more contractors mutually approved by City and CHAMBER, and performed solely at CHAMBER cost. All permanent changes to the Leased Premises made by CHAMBER shall become the property of City upon completion and acceptance by City unless otherwise agreed by the Parties in writing.

4.6 Utilities: City shall be solely responsible for the payment of all utilities provided to the Leased Premises during the Lease Term including, but not limited to, electric, gas, water, and sanitary sewer.

Article 5. Insurance and Liability

5.1 Insurance: CHAMBER shall at all times during the Lease Term maintain in full force and effect, at CHAMBER's expense, the following insurance:

(a) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CHAMBER's operations on the Leased Premises pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage. Said Commercial General Liability insurance shall include provisions for insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in limits not less than \$2,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability;

(b) A policy of automobile liability insurance covering any vehicles owned and/or operated by CHAMBER, its officers, agents, employees, and contractors and operated and/or kept on the Leased Premises during the Lease Term with policy limits of not less than \$2,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

(c) Worker's Compensation and Employer's Liability insurance.

5.2 Insurance Endorsements: The policies of insurance required by Section 5.1, above, shall be endorsed as follows:

(a) The City, its officers, and employees shall be named as additional insureds as to all applicable coverage (not including the Workers Compensation policy);

(b) All policies shall provide for at least thirty (30) days prior written notice to City prior to cancellation of the policy;

(c) A waiver of subrogation shall be provided against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

5.3 Certificate of Insurance: A certificate of insurance and copies of the policy endorsements evidencing the insurance required by this Article 5 shall be delivered to City prior to the Commencement Date and upon request by the City. A new certificate of insurance conforming to this Section 5.3 shall be delivered to City prior to the effective date of each renewal of the policies required by this Article 5.

Article 6. Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED BY BELOW, CHAMBER 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 CHAMBER AND IT'S SUB-CONTRACTOR'S USE OF THE LEASED PREMISES OR OTHER ACTIVITIES OF THE CHAMBER UNDER THIS LEASE AGREEMENT, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY CHAMBER, 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 CHAMBER, IT'S SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CHAMBER, IT'S SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS THE CHAMBER OR SUB-CONTRACTOR MAY BE LIABLE.

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CHAMBER 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 CHAMBER 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 CHAMBER AND THE CITY THAT IN SUCH EVENT THE CHAMBER 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 CHAMBER'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 CHAMBER, IT'S SUB-CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CHAMBER, IT'S SUB-CONTRACTOR OR ANYONE FOR WHOSE ACTS THE CHAMBER 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 CHAMBER, IT'S SUBCONTRACTOR OR ANY OTHER EMPLOYER UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. THE CHAMBER'S LIABILITY INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL FULLY COVER CHAMBER'S OBLIGATIONS UNDER THIS SECTION.

IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, THE CHAMBER 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 BY OR THROUGH THE CHAMBER, 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 HEREFTER 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 7. Miscellaneous

7.1 Notice: All notices, authorizations and requests in connection with this Agreement shall be deemed provided on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) delivered by courier; or (iii) sent by facsimile as indicated by a fax confirmation sheet; and sent to the address or facsimile number of each party's agent as follows:

If to City:

City of Colleyville, Texas
Attn: City Manager
100 Main Street
Colleyville, Texas 76034

With copy to:

Whitt L. Wyatt
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to CHAMBER:

With copy to:

7.2 Entire Agreement: This Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

7.3 Parties Bound: This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors and assigns.

7.4 Relationship: It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

7.5 Amendment: The Parties may revise, amend or modify this Agreement only by written agreement signed by both Parties.

7.6 Severability: The provisions in this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.7 Governing Law: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.8 Place of Performance and Venue: This Agreement is performable in Tarrant County, Texas. Any legal action between the Parties based on this Agreement shall be brought in the State District Court of Tarrant County, Texas.

7.9 Special and Consequential Damages: In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability or otherwise, shall either Party be liable to the other Party for any special, consequential, incidental, indirect or exemplary damages including, but not limited to, loss of profits or revenues, cost of capital, cost of substitute goods, facilities, services or downtime costs.

7.10 No Third Party Beneficiary: For purposes of this Agreement, including its intended operation and effect: (1) the Agreement only affects matters or disputes between the Parties, and

is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding that such third person or entity may be in contractual relationship with City or CHAMBER or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by them to either City or CHAMBER.

7.11 No Waiver of Immunity: The Parties acknowledge that neither Party is an agent, servant, or employee of the other Party, and understand that City a “governmental unit” as that term is defined in Tex. Civ. Prac. & Rem. Code §101.001 and does not by agreement to and acceptance of this Agreement waive its right to claim immunity to liability or suit or to invoke the limits of liability set forth in Chapter 101 of the Texas Civil Practices & Remedies Code, as amended, to the extent sovereign immunity has been waived by said statutes.

7.12 Counterparts: This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single instrument, with full force and effect and enforceable against the Parties executing same.

7.13 Exhibits: The exhibits referenced in this Agreement and attached hereto are incorporated and made a part of this Agreement as if fully set out in the body of this Agreement.

7.14 Authority to Enter Agreement: Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____, 2017.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay
City Manager

ATTEST

Christine Loven
City Secretary

APPROVED AS TO FORM

Whitt L. Wyatt
City Attorney
(WLW:12.15.17:94178v1)

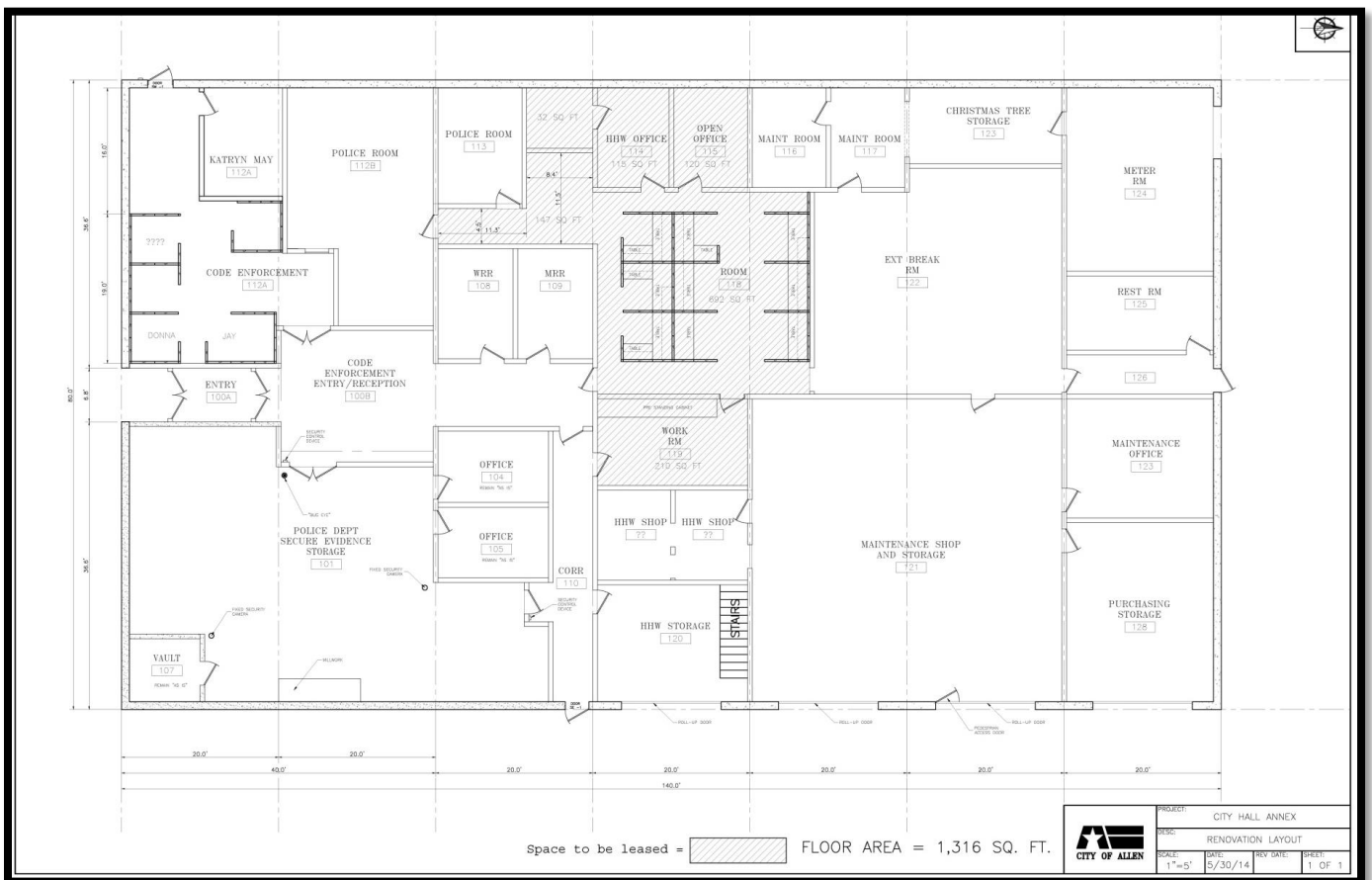
SIGNED AND AGREED this ____ day of _____, 2017.

COLLEYVILLE CHAMBER OF COMMERCE

By: _____
Title: _____
Name: _____

Exhibit "A"
Office Space: City Hall Complex

EXAMPLE



**Exhibit “B”
Parking Area: City Hall Complex**

EXAMPLE



Parking for TAPS buses will generally be provided within the area highlighted in red.

Parking for TAPS employees will generally be provided within the area highlighted in green.



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-5

Agenda Date 01/10/2018

Type Worksession

Department City Secretary

Title

Discussion of the January 10, 2018, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 01/10/2018

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 on the following legal issues requiring consultation with the attorney:

- Developer agreements with the Village Owners Association

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

Attachments

RESOLUTION R-18-4215

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JANUARY 10, 2018**

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 10TH DAY OF JANUARY 2018.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3	Agenda Date 01/10/2018	Number
Type Announcements, Proclamations, and Presentations		
Department City Manager		

Title

In recognition of the Featured Business of the Month - Schroeder Orthodontics, 1201 Hall-Johnson Road - Mayor Richard Newton and Assistant City Manager Mark Wood



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4

Agenda Date 01/10/2018

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

RESOLUTION R-18-4216

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 10, 2018**

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 19, 2017

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS
THE 10TH DAY OF JANUARY 2018.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

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

Tuesday, December 19, 2017

Council Chambers

Mayor Pro Tem Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, December 19, 2017, at 5:32 p.m.

ROLL CALL: Mayor Pro Tem Bobby Lindamood, and Councilmembers Kathy Wheat, George Dodson, Nancy Coplen, and Mike Taylor. Councilmember Tammy Nakamura arrived at 5:37 p.m.

ABSENT: Mayor Richard Newton

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Brian Riley, Public Works Director Jeremy Hutt, City Engineer Cheryl Taylor, Marketing Coordinator Dustin Dangli, Information Services Manager Chris Pena, and City Secretary Christine Loven.

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

Public Works Director Jeremy Hutt gave a history of the evaluation of the intersection and introduced Mark Winters and Jay VonAhsen, MSA Professional Services, Inc., the City's consultant, who presented this item and briefed the City Council.

Mr. Winters reviewed the progress of the study, project development, and critical path issues and answered questions of the City Council.

There was general discussion regarding traffic congestion hours, comparisons, and turn lanes.

City Council agreed with the proposed schedule which provides for meeting with property owners, providing preliminary design, and public meetings in early 2018.

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

City Manager Jerry Ducay presented this item and answered questions of the City Council.

City Council agreed a mix of the soft and hardscapes will be most accepted by citizens.

WS-3 Discussion of the December 19, 2017, City Council regular agenda items

Assistant City Manager Mark Wood distributed copies of a revision in the Four Seasons contract.

Mayor Pro Tem Lindamood adjourned the worksession at 6:55 p.m.

Mayor Pro Tem Lindamood called the Executive Session to order at 6:56 p.m. and called the roll.

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

ABSENT: Mayor Richard Newton

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

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

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

- 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

Mayor Pro Tem Lindamood explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. Executive Session was adjourned at 7:16 p.m.

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

INVOCATION: Father Alvaro Matheula, Colleyville Prayer Room**PLEDGE OF ALLEGIANCE: City Manager Jerry Ducay****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**

Mayor Pro Tem Lindamood read Resolution R-17-4212 in its entirety.

Mayor Pro Tem Lindamood noted this resolution was for right-of-way.

Mayor Pro Tem Lindamood opened the public hearing at 7:35 p.m. There was no one present wishing to speak and Mayor Pro Tem Lindamood closed the public hearing at 7:35 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-4212. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Pro Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen, and Mike Taylor

Absent: 1 - Mayor Richard Newton

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Councilmember Nancy Coplen reminded everyone City offices would be closed December 25-26; and January 1.

Councilmember Taylor said this is his final Christmas on the Council and he has been privileged to spend 14 of the last 18 years with everyone and from the Taylor household we extend a very Merry Christmas and a big, big thank you for allowing us to be a part of your life all these years.

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

Mayor Pro Tem Bobby Lindamood and Assistant City Manager Mark Wood welcomed Menchie's owner Donna Brown. Donna thanked the City and their customers and invited everyone to enjoy all the flavors at Menchie's.

- 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

Mayor Pro Tem Lindamood read Resolution R-17-4213 in its entirety.

Information Services Manager Chris Pena briefed the Council regarding item 4d.

Assistant City Manager Mark Wood briefed the Council regarding item 4e.

Mayor Pro Tem Lindamood opened the public hearing at 7:53 p.m. There was no one present wishing to speak and Mayor Pro Tem Lindamood closed the public hearing at 7:53 p.m.

Councilmember Tammy Nakamura made a motion to approve Resolution R-17-4213. Councilmember Wheat seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Pro Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen, and Mike Taylor

Absent: 1 - Mayor Richard Newton

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

Kathy Hadley, 204 N. Timberline, spoke regarding lighting and/or reflective markers needed on SH26 and Glade Road; water drainage; trees; and how she appreciates the professionalism and assistance of City staff.

Kathleen Hennessey, 5013 Stone Bridge Drive, spoke regarding drainage.

6. DISCUSSION OF ITEMS NOT FOR ACTION**6a Texas Department of Transportation (TxDOT) update on State Highway 26 (SH26)**

The TxDOT representative was not present and this item was not discussed.

7. REPORTS**Monthly Financial Report - November 2017**

Chief Financial Officer Shereen Gendy presented the financial report and answered questions of the City Council.

Zoning Board of Adjustment Minutes - November 14, 2017

There was no discussion of this item.

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

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Pro Tem Lindamood adjourned the City Council meeting at 8:21 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 10TH DAY OF JANUARY 2018.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 01/10/2018

Number Resolution R-18-4217

Type Resolution

Department City Secretary

Title

Approval of a resolution calling a General Election for the purpose of electing City Councilmembers to Place 5 and Place 6

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

This item provides for the election order calling a General Election for May 5, 2018, for the purpose of electing City Councilmembers to Place 5 and Place 6.

The City contracts with Tarrant County Elections Administration for election services, which provides for citizens to vote at any early voting location in Tarrant County. On election day, voters must vote in their precinct.

The attached proposed resolution provides the dates, times, and locations for voting on election day and during early voting, and information for City Council candidates regarding filing dates and times.

Financial Impact

Funds for the 2018 General Election are allocated in the FY2018 City Secretary's budget, line item 6245.

Recommendation

Approve

Attachments

1. Resolution R-18-4217

RESOLUTION R-18-4217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, CALLING A GENERAL ELECTION FOR MAY 5, 2018, FOR THE PURPOSE OF ELECTING CITY COUNCILMEMBERS TO PLACE 5 AND PLACE 6 AND AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS ADMINISTRATION

WHEREAS, the City of Colleyville, Texas, desires to conduct a General Election as set forth by the City of Colleyville Charter and Texas Election Code, Section 41.001, to be held on Saturday, May 5, 2018, at which time the voters will elect City Councilmembers to Place 5 and Place 6, including the conduct of early voting; and

WHEREAS, all statutory and constitutional requirements for the passage of this Resolution have been adhered to, including but not limited to, the Texas Open Meetings Act.

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

- Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT a General Election is hereby called to elect City Councilmembers to Place 5 and Place 6, to serve until their successors are duly elected and qualified. Such election shall be held at Bransford Elementary School, 601 Glade Road, Colleyville, Texas, on Saturday, May 5, 2018, from 7:00 a.m. to 7:00 p.m.
- Sec. 3. THAT if a Run-Off Election is necessary, it shall be held in compliance with the Texas Election Code and requirements of the City of Colleyville Charter.
- Sec. 4. THAT qualified persons for City Council may file as candidates by filing applications in the Office of the City Secretary, 100 Main Street, Colleyville, Texas, Wednesday, January 17, 2018 through Friday, February 16, 2018, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

- Sec. 5. THAT Nathan Neblett, Elections Administrator, or his successor, 2700 Premier Street, Fort Worth, Texas 76111, is hereby appointed as Early Voting Clerk and may appoint additional deputy early voting clerks, as necessary, to properly conduct the election. Applications for ballot by mail must be received by mail no later than the close of business on Tuesday, April 24, 2018 (Mailing address: Tarrant County Elections, Attention: Nathan Neblett, Early Voting Clerk, or his successor, P.O. Box 961011, Fort Worth, Texas, 76161-0011).
- Sec. 6. THAT Early Voting shall be conducted at Tarrant County's Main Early Voting location: Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111; Colleyville City Hall, 100 Main Street, Training Room, second floor, and branch offices for early voting by personal appearance shall also be established as outlined in the Election Agreement with Tarrant County Elections Administration.
- Sec. 7. THAT early voting shall begin on Monday, April 23, 2018, and shall end Tuesday, May 1, 2018, and the dates and times shall be as set forth below:
- | | | |
|----------------|------------------|------------------------|
| April 23 – 27 | Monday – Friday | 8:00 a.m. - 5:00 p.m. |
| April 28 | Saturday | 7:00 a.m. - 7:00 p.m. |
| April 29 | Sunday | 11:00 a.m. - 4:00 p.m. |
| April 30-May 1 | Monday – Tuesday | 7:00 a.m. - 7:00 p.m. |
- Sec. 8. THAT Tarrant County's voting equipment shall be employed for the regular municipal election, including early voting, herein ordered in compliance with the provisions of Chapter 121 of the Texas Election Code, as amended.
- Sec. 9. THAT Tarrant County Elections Administration will assume the responsibility for the Election Officers and the Early Voting Ballot Board in accordance with the provisions of an Election Agreement for the conduct of the election on the aforesaid election date and the Mayor shall execute such Election Agreement on behalf of the City.

Sec. 10. THAT the Election shall be conducted according to the election laws of the State of Texas and requirements of the Charter of the City of Colleyville.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS, THIS THE 10TH DAY OF JANUARY 2017.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b	Agenda Date 01/10/2018	Number Resolution R-18-4218
Type Presentation and Discussion		
Department Community Development		

Title

Consideration of a minor plat for Nguyen Johnson Addition on property legally described as Tract 1A01B, Abstract 1756, in the A T Young Survey, located at 216 W. Glade Road, Case PC17-019

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Hiep Van Nguyen, the applicant, requests approval of a minor plat for the Nguyen Johnson Addition on approximately 0.942 acres, located at 216 W. Glade Road. The applicant proposes to create one lot with the intent to construct a new single-family residence. The applicant is requesting a waiver to the minimum lot width requirement of the R-40 Single Family Residential zoning district.

Existing Conditions/Background: The subject property is currently unplatted and developed with an older single-family residence. Approval of a rezoning request from the AG-Agricultural district to the R-40 Single Family Residential district was approved by the City Council on November 15, 2016.

Lot Dimensions and Setbacks: Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the R-40 Single Family Residential district regulations require the following standards:

Minimum Lot Area: 40,000 square feet
Minimum Lot Width: 150 feet
Minimum Lot Depth: 150 feet
Minimum Front Yard Setback: 40 feet
Minimum Side Yard Setbacks: 15 feet
Minimum Rear Yard Setback: 25 feet
Maximum Lot Coverage: 20 percent

As submitted, the proposed plat does not meet the lot width requirement of the Land Development Code. The applicant is requesting a plat waiver to allow for the plat to be approved.

Waiver Requests: The applicant is requesting a waiver to the minimum lot width requirement of the R-40 Single-Family Residential district. The subject property is proposed 107 feet wide and 390 feet long for a total area of 0.94 acres, or 40,998 square feet.

Minor plats are typically approved administratively by City staff. When circumstances arise requiring a waiver to a specific provision, the Land Development Code explicitly prescribes the authority to grant such waivers to the City Council after recommendation by the Planning and Zoning Commission. Therefore the request up for consideration must receive approval from City Council for the plat to be approved and filed.

Analysis: The lot width dimension does not meet the requirements of the R-40 Single Family Residential district. Section 9.7 of the Land Development Code states that the *"City may approve a plat which contains a lot that does not meet the minimum requirements when special conditions exist."* In this case staff believes there are special conditions. The subject property is compliant in lot area and lot depth. A private drive exists along the eastern boundary.

Surrounding Development: The properties to the north and west are zoned AG-Agricultural and developed with single-family homes. The properties to the south are zoned R-40 Single Family Residential and also developed with single family homes. The properties to the east are zoned R-20 Single Family Residential and developed with single family homes. The properties to the south are zoned PUD-R Planned Unit Development – Residential and developed with single family homes.

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

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

Sidewalks: A sidewalk is required along W. Glade Road with the construction of any new single-family home.

Staff Recommendation: The proposed minor plat does not meet the lot width requirement of the Land Development Code. As outlined in this briefing, staff believes special conditions exist on the subject property which warrant the approval of the waiver request. Staff recommends approval.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the plat with the plat waiver at their December 11, 2017 meeting by a vote of 5-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Resolution R-18-4218

Aerial Map



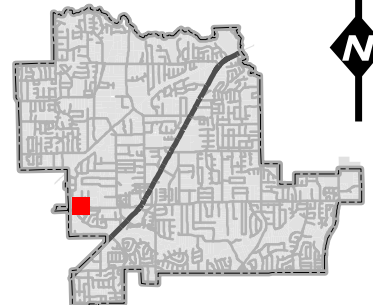
PC17-019

216 W Glade Road

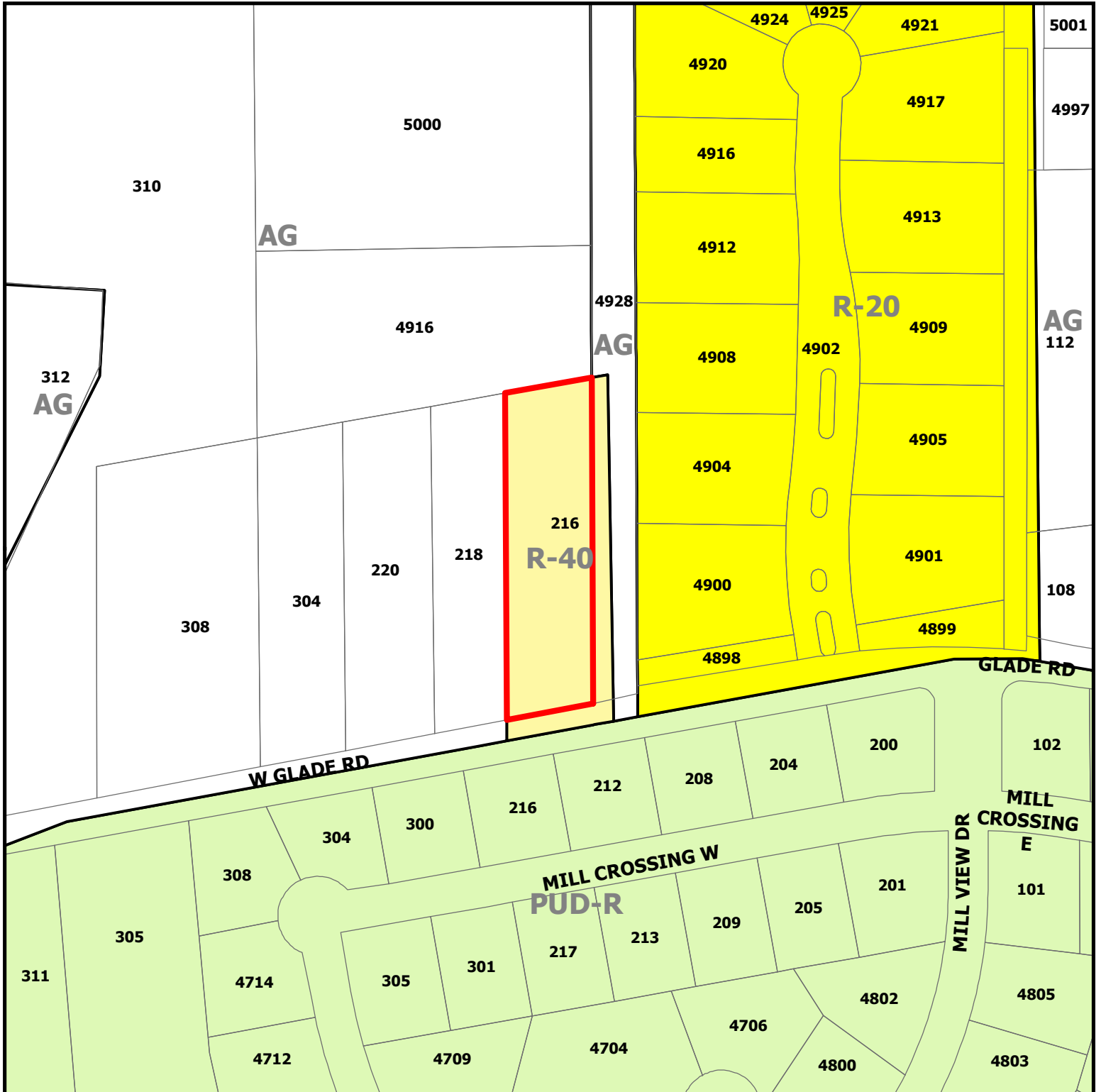
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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



Subject Property



Zoning Map

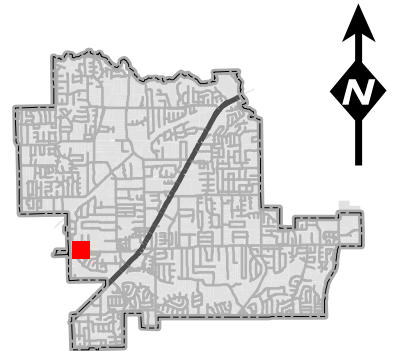


PC17-019

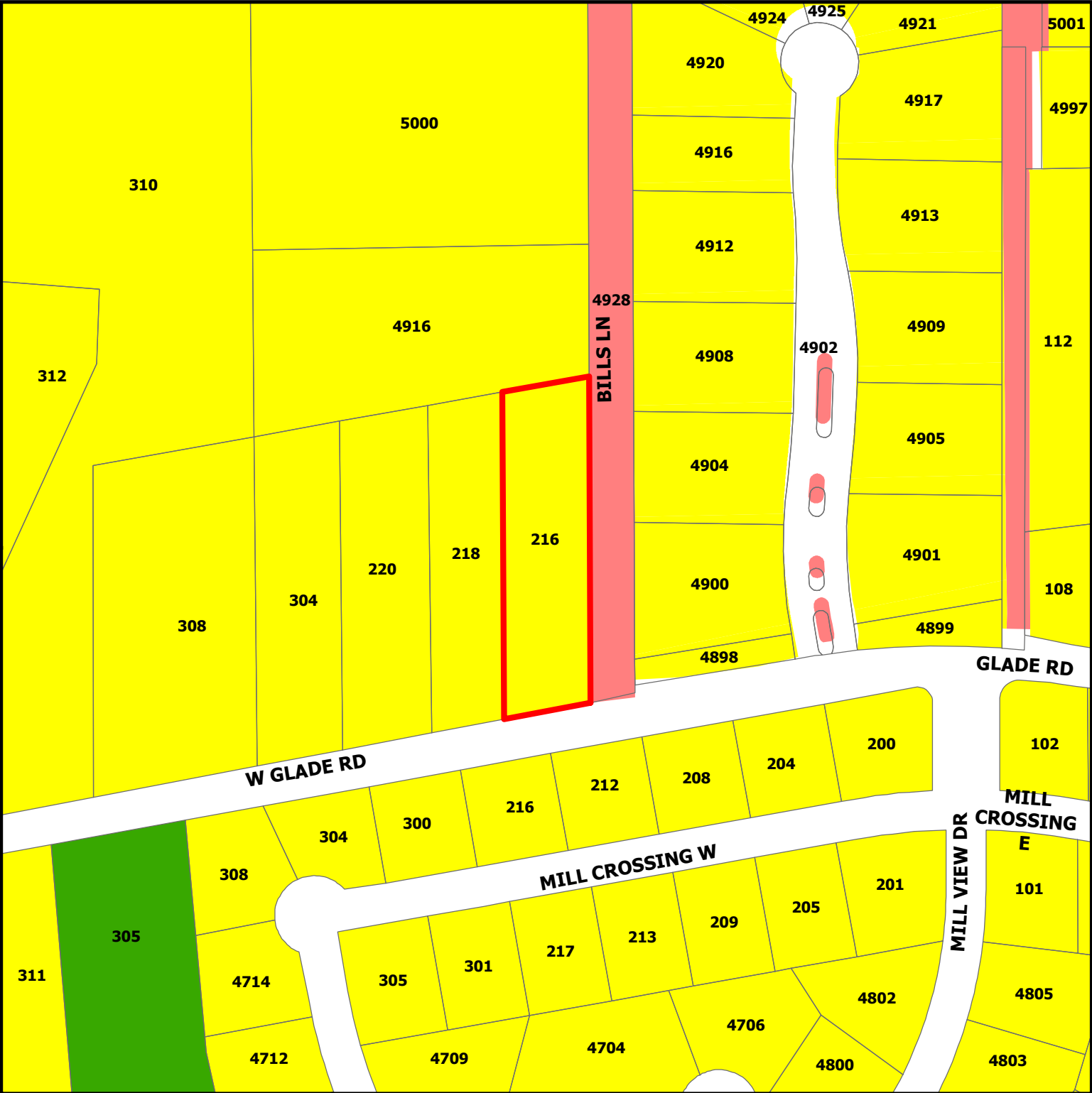
216 W Glade Road

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 Subject Property



Future Land Use Map

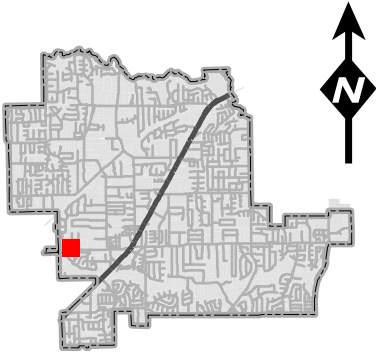


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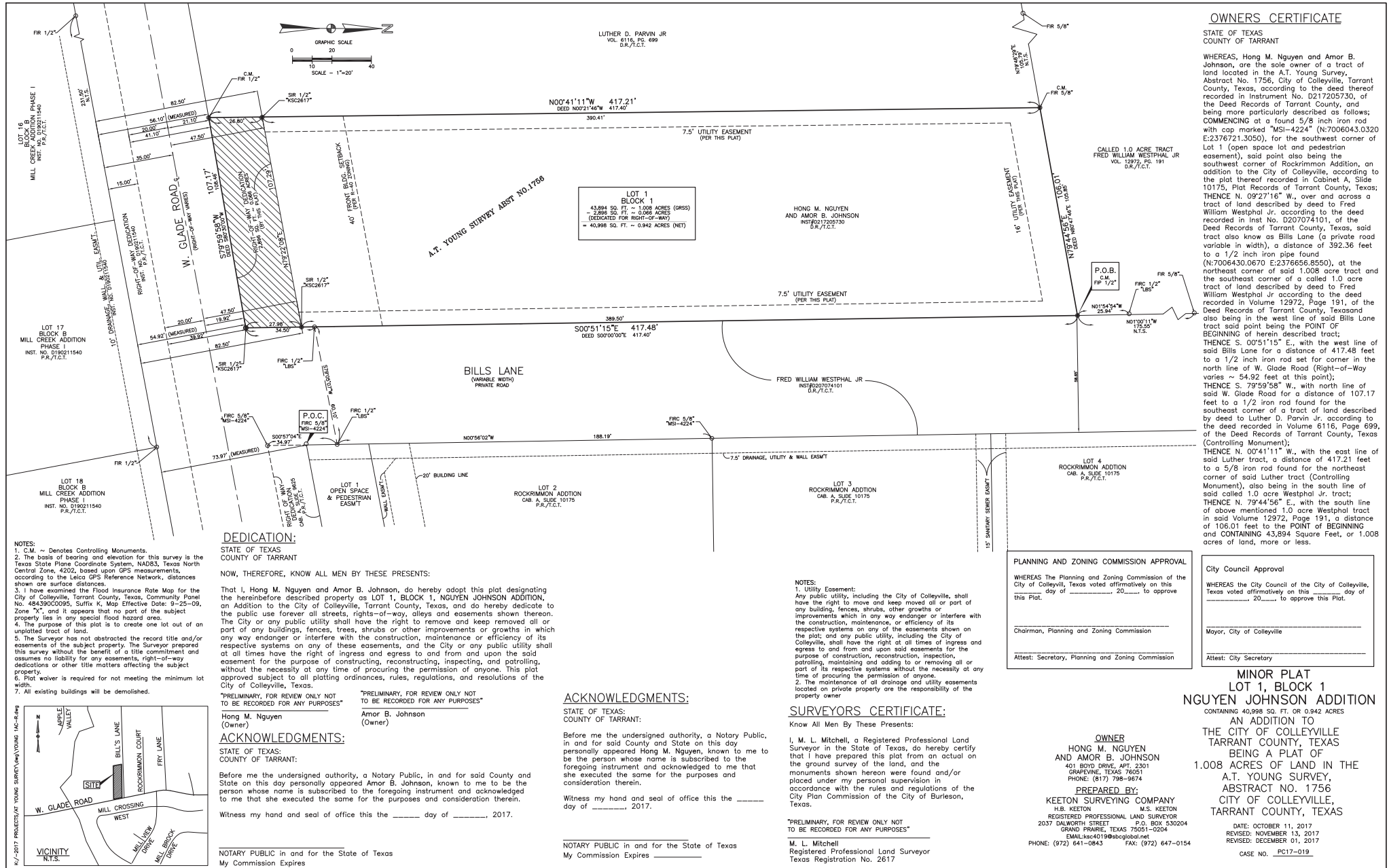
PC17-019

216 W Glade Road

-  Subject Property
-  Residential
-  Colleyville Blvd Corridor
-  Parks/ Open Space



Plat Exhibit



RESOLUTION R-18-4218

**APPROVING A MINOR PLAT FOR LOT 1, BLOCK 1, OF THE
NGUYEN JOHNSON ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the Minor Plat for Lot 1, Block 1, of the Nguyen Johnson Addition on December 11, 2017.

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

Sec. 1. THAT the Minor Plat for Lot 1, Block 1, of the Nguyen Johnson Addition on approximately 0.942 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved, with the minimum lot width to be not less than 107 feet.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON
THIS THE 10th DAY OF JANUARY 2018.

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

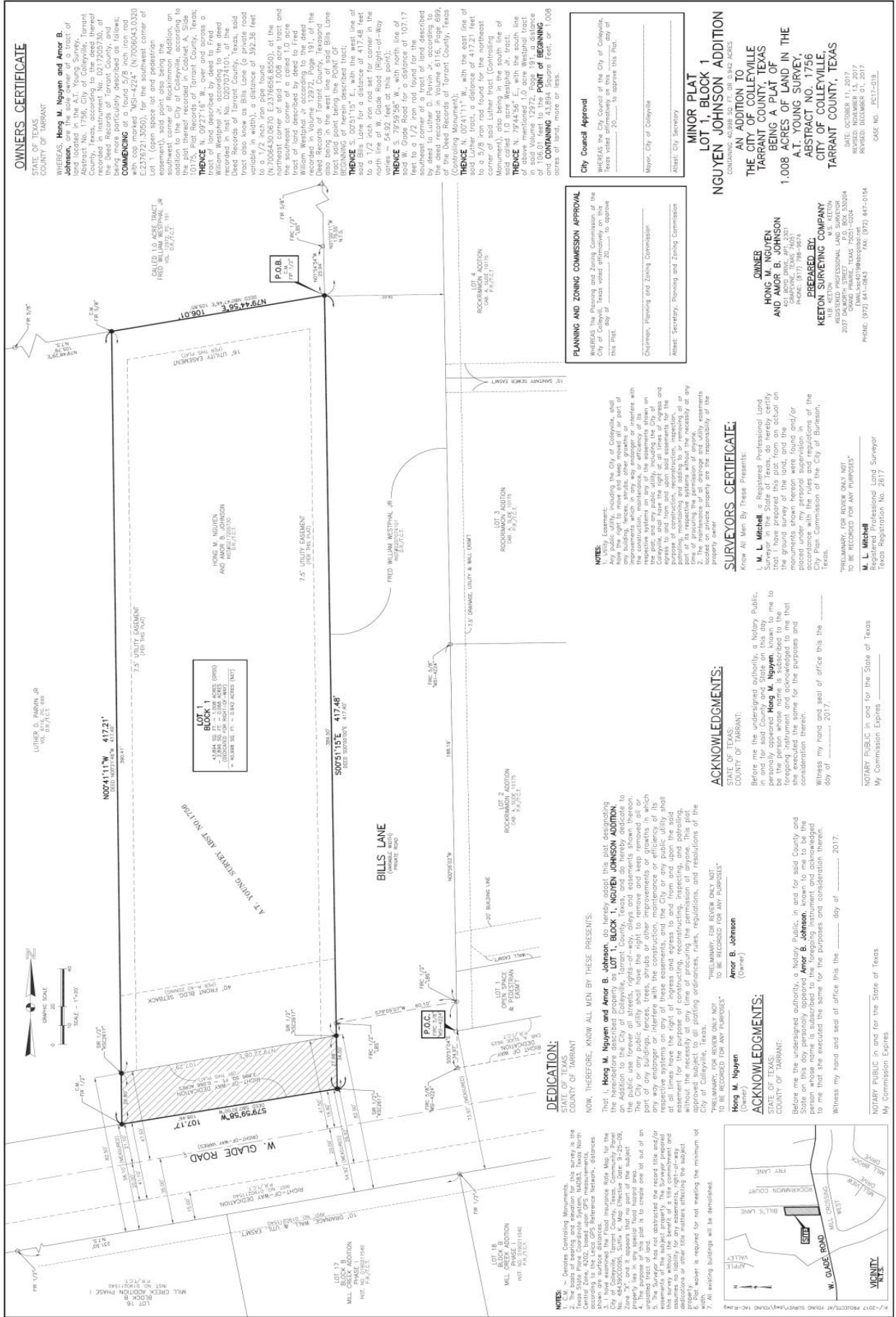
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Exhibit "A" - Plat Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 6c

Agenda Date 01/10/2018

Number Resolution R-18-4219

Type Resolution

Department City Secretary

Title

A resolution designating electioneering and election signage locations on public property at Colleyville City Hall

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

The Texas Election Code, including Sections 61.003 and 85.036, have been amended to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises while polls are open subject to reasonable regulation. This item is provided to allow City Council consideration of establishing electioneering areas on the recently acquired City property to the east and south of City Hall.

Passage of the attached proposed resolution, would allow electioneering on the City Hall property outside of the 100' designation and provides definitions, time frames, and rules for political signs.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-18-4219

RESOLUTION R-18-4219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS DESIGNATING ELECTIONEERING LOCATIONS AT AND ADJACENT TO THE COLLEYVILLE CITY HALL POLLING PLACE; PROVIDING FOR A MAP OF ELECTIONEERING LOCATIONS; AND PROVIDING AN EFFECTIVE DATE

- WHEREAS,** Texas Election Code, including Sections 61.003 and 85.036 therein, have been amended to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises while polls are open subject to reasonable regulation; and
- WHEREAS,** the term electioneering includes the posting, use, and/or distribution of political signs or literature on public property in connection with an election; and
- WHEREAS,** Chapter 7 of the Colleyville Land Development Code presently regulates political signs on City-owned or controlled property, including City-owned polling locations for national, state, and local elections; and
- WHEREAS,** the Colleyville City Hall is regularly used as a polling location for such elections; and
- WHEREAS,** the City recently acquired additional real property adjacent to City Hall, thereby creating new public property immediately adjacent to the City Hall polling place; and
- WHEREAS,** the City Council therefore desires to provide reasonable time, place, and manner regulations for electioneering on City-owned public property at or near City Hall; particularly given the fact that the property is simultaneously used for various other public purposes for which adequate and safe parking and access thereto must be maintained to ensure those facilities to continue to operate in a safe and effective manner for all members of the public; and
- WHEREAS,** in order to further the general health, safety and welfare of the community, electioneering and/or political signs and literature should not be present outside at the time for voting except for a limited period to erect and remove the signs, and not be attached to City improvements and landscaping; and
- WHEREAS,** the City Council further finds that the size of electioneering signs shall be limited and they should be set back from the public

roadway in order to further traffic safety and remove visual clutter; and

WHEREAS, the City Council has determined it in the best interest of the public to adopt a map identifying the electioneering locations established by this Resolution; and

WHEREAS, the City Council finds that the adoption of these regulations is necessary to further the public health, safety, and welfare of the community.

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

Sec. 1. **Title**
 THAT this Resolution shall be informally titled and referred to as the “*Resolution Regulating Electioneering at City Hall*”.

Sec. 2. **Electioneering Map**
 THAT this Resolution shall be applicable solely to the City Hall polling place and the real property located adjacent thereto, as further depicted in the Electioneering Map attached hereto and incorporated herein as Exhibit A.

Sec. 3. **Purpose and Scope**
 THAT the purpose of this Resolution is to provide reasonable time, place, and manner regulations for electioneering on City-owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes. This Resolution provides solely for the regulation of Electioneering and Political Signs (as these terms are defined herein) during an election in which the Colleyville City Hall is used as a polling place. This Resolution does not amend or replace any of the City’s existing regulations governing the subject matter of this Resolution not in conflict herewith, and all such regulations shall remain in full force and effect.

Sec. 4. **Definitions**
 THAT the following words and phrases as used in this Resolution shall have the meanings as set forth in this section:

City Hall Polling Place means the Colleyville City Hall building located at 100 Main Street, inclusive of the tract of land on which said building is located, in conformance with the definition of a designated polling place provided in Chapter 43 of the Texas Election Code.

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Electioneering Locations(s) means the locations on the premises of a City Hall Polling Place and adjacent tracts of land owned by the City that are designated by this Resolution as locations where electioneering may occur as further depicted in the map attached hereto as Exhibit A.

Political Sign means a sign promoting the election of a candidate or political party, or approval or rejection of a measure.

Voting Period shall mean:

- (1) with respect to early voting by personal appearance, the hour the polls are open for voting on the first day of the early voting period and ending when the polls close or the last voter has voted, whichever is later, on the last day of the early voting period; and
- (2) with respect to election day, the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later.

Sec. 5.

Electioneering Times and Locations

THAT electioneering shall be permitted to occur at the City Hall polling place and the adjacent public property only during a voting period and only within the electioneering locations designated by this Resolution, as further depicted in Exhibit A.

Sec. 6.

Rules for Political Signs

THAT no person shall place or affix a political sign on the premises of the City Hall polling place or adjacent City-owned public property except as follows:

- (1) Political signs may be placed or affixed only in an electioneering location established herein and only:

- (i) during the early voting period, the political sign was placed within an electioneering sign location during a period not earlier than one hour prior to the commencement of the voting period and not later than one hour after the end of the voting period; or
- (ii) on election day, the political sign was placed within an electioneering sign location during a period beginning at 12:01 a.m. prior to the commencement of the voting period and not later than Noon on the day after the end of the voting period.

- (2) Political signs for each candidate, political party, or measure shall have a sign face no larger than thirty-two (32) square feet on each side of the sign and be no taller than eight (8) feet in height from ground level.
- (3) Political signs placed in an electioneering sign location shall have no more than two (2) sign faces per sign.
- (4) The political sign must be placed or affixed in a manner that does not otherwise violate any other applicable state or local sign regulation(s), including the City's sign regulations contained in Chapter 7 of the City's Land Development Code.

Sec. 7. THAT nothing in this Resolution shall be construed as authorizing electioneering within any area of the City-owned polling place that would violate any provision of the Texas Election Code.

Sec. 8. THAT a copy of this Resolution and the electioneering location map attached hereto shall be made available to the public in the office of the City Secretary.

Sec. 9. THAT this Resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE
10TH DAY OF JANUARY 2018.

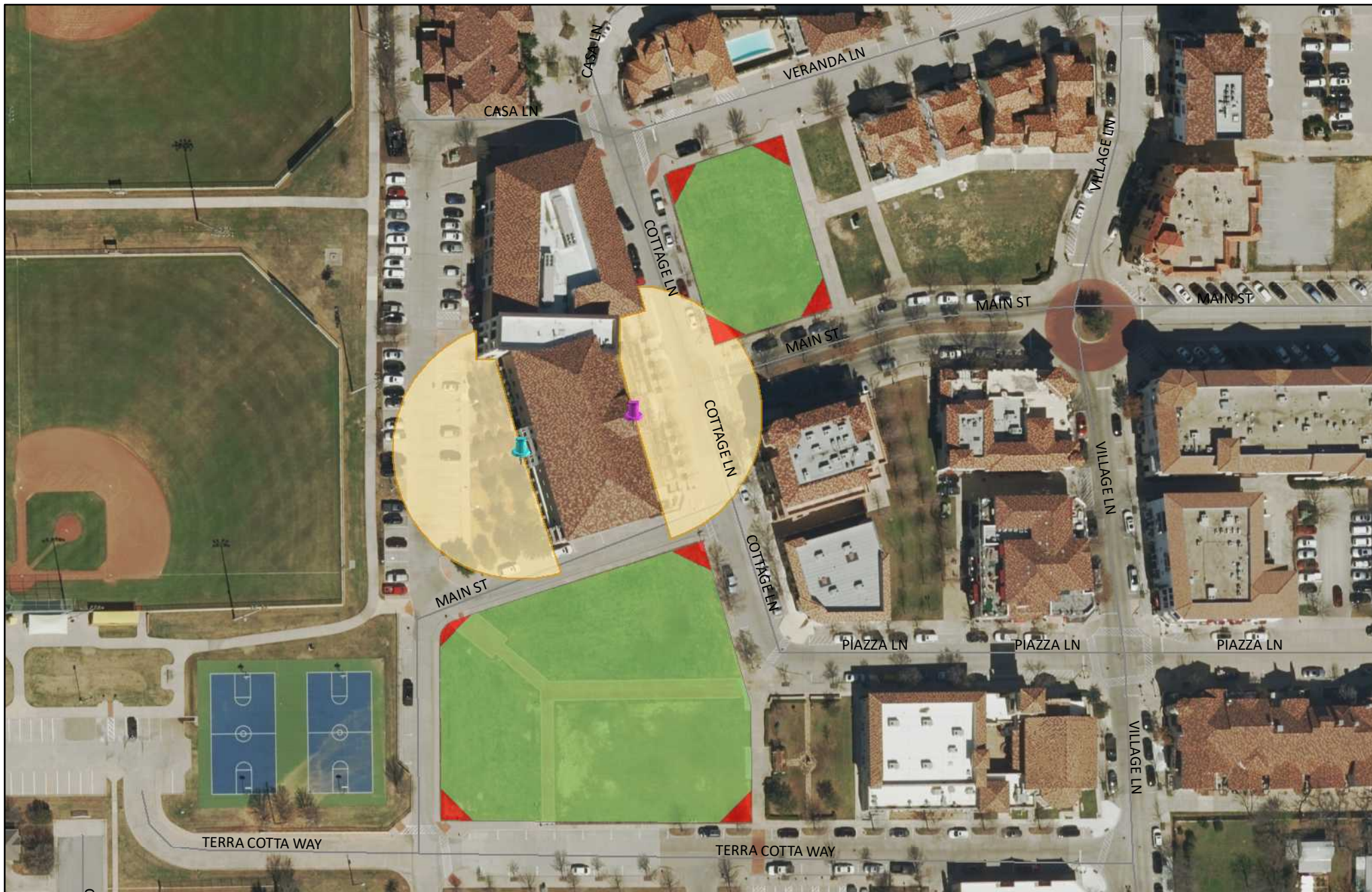
Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

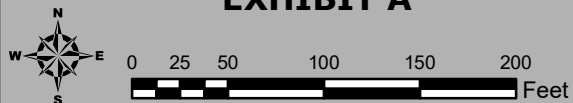
CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



Electioneering Designations **EXHIBIT A**



- Electioneering Area**
- Electioneering Allowed
 - Visibility Triangle (not allowed)
 - 100 Ft. From Entrance

- Entrance**
- Back Door
 - Front Door



RESOLUTION R-18-4220

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 10, 2018**

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 10TH DAY OF JANUARY 2018.

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