



City of Colleyville City Council Agenda

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

JANUARY 16, 2018

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

CALL TO ORDER

- WS-1** Colleyville 2017 Crime Report
- WS-2** Discussion of the Sidewalk Policy
- WS-3** Pleasant Run Road reconstruction project update - Shelton Road to John McCain Road
- WS-4** Discussion of participation in the Arts Council Northeast 2018 MasterWorks Concert Series
- WS-5** Discussion of the State of the City
- WS-6** Discussion of Quarter 1 Promotion
- WS-7** Discussion of the January 16, 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 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

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 Lanre Sobo, Glory House

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-18-4221**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
 - Announcements of civic and charitable events**
 - Presentation of calendar events and updates**
 - Announcements of awards and recognition**
- 4. CONSENT: READING AND PUBLIC HEARING - Resolution R-18-4222**
 - 4a** Approval of the minutes of the regular City Council meeting of January 10, 2018
 - 4b** Approval of the Quarter 1 Promotion program to assist businesses located within the SH26 construction corridor, and authorizing the city manager to execute all grants under the program
- 5. RESOLUTION(S): READING AND PUBLIC HEARING**
 - 5a Resolution R-18-4223**

Approval of an Interlocal Agreement with the Fort Worth Transportation Authority, (FWTA) for quiet zone implementation and maintenance and authorizing the city manager to execute the agreement
 - 5b Resolution R-18-4224**

Approval of a lease agreement for office space between the Colleyville Chamber of Commerce and the City of Colleyville and authorizing the City Manager to enter into the agreement

5c Resolution R-18-4225

Consideration of an appointment to the Planning and Zoning Commission

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

Monthly Financial Report - December 2017

Zoning Board of Adjustment Minutes - December 12, 2017

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JANUARY 16, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4226**9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, January 12, 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.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-1

Agenda Date 01/16/2018

Type Worksession

Department Police

Title

Colleyville 2017 Crime Report

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Staff will present the attached 2017 Colleyville Crime Report.

Attachments

1. 2017 Annual Crime Report

2017 ANNUAL CRIME REPORT

Colleyville Police Department
January 16, 2018

WHAT IS UNIFORM CRIME REPORTING (UCR)?



The objective of the Uniform Crime Reporting program is to produce reliable crime statistics for law enforcement administration, operation, and management.

This is accomplished through the recording and reporting of the eight (8) Crime Index Offenses (Part 1 Offenses);

- ☐ **Murder**
- ☐ **Rape**
- ☐ **Robbery**
- ☐ **Aggravated Assault**
- ☐ **Burglary**
- ☐ **Theft**
- ☐ **Auto Theft**
- ☐ **Arson**

2017 ANNUAL CRIME REPORT



Part 1 Crimes	2016	2017	Change
Murder	0	0	N/A
Rape	1	1	0%
Aggravated Assault	3	3	0%
Robbery	2	2	0%
Total Violent	6	6	0%
Burglaries			
Non-Residential	13	11	-15%
Residential	32	26	-19%
Thefts			
Burglary of Vehicle	41	34	-17%
Other Theft	59	70	19%
Auto Theft	4	5	25%
Arson	0	0	N/A
Total Property	149	146	-2%
Total Part 1	155	152	-2%



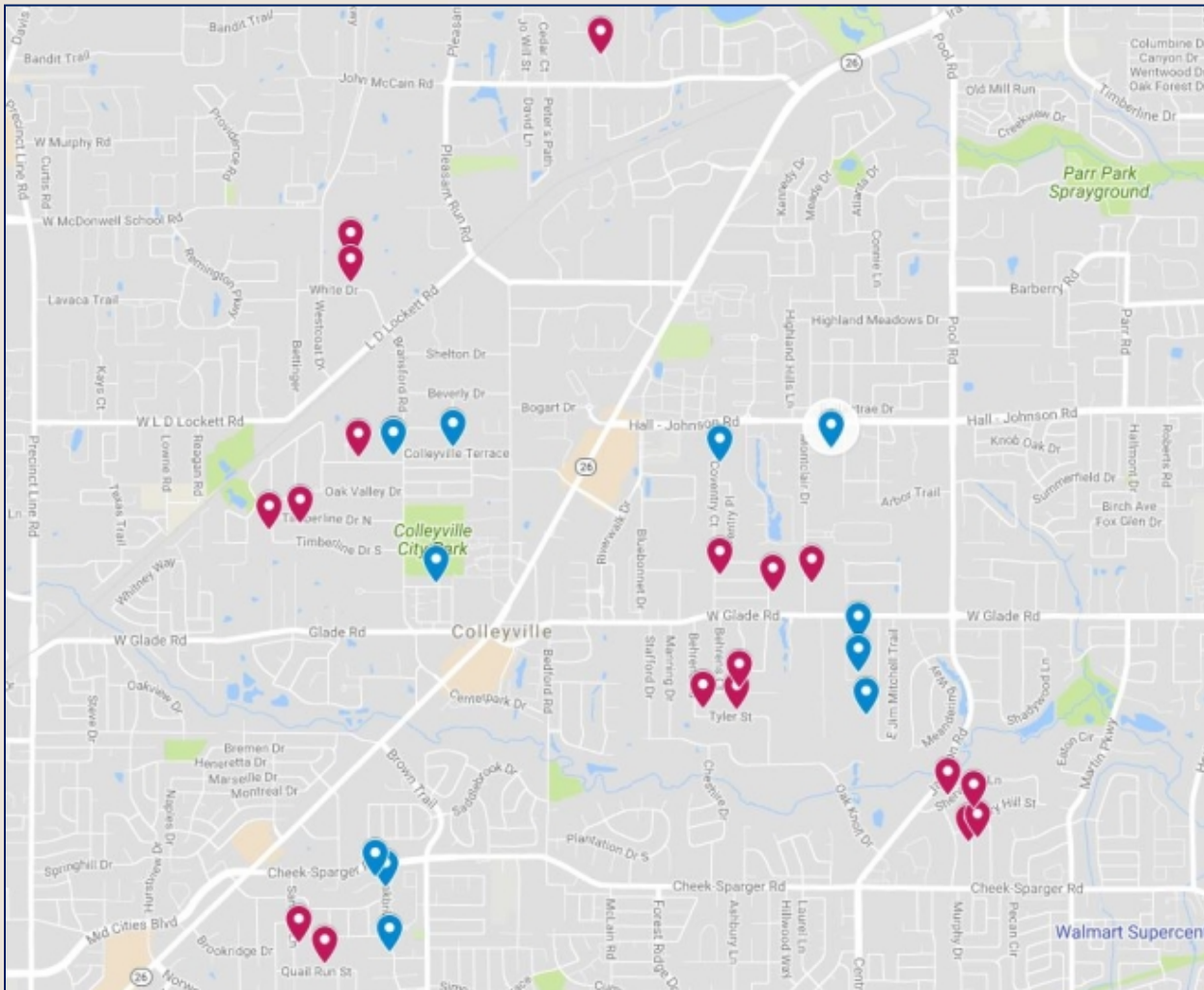
Change in Crime

-2%

2016-2017 RESIDENTIAL SHED BURGLARIES



2016 - 2017 RESIDENTIAL SHED BURGLARY OFFENSES



- 2016 through 2017 - Theft of lawn equipment from a locked or unlocked residential sheds
- Reported Residential Burglary offenses
 - 2016 (32 Total) – (18 – Shed)
 - 2017 (26 Total) – (11 – Shed)
- 29 offenses committed by same suspect between 2016 and 2017.
- This accounts for 12% of all Part I offenses in 2016 and 7% for 2017.
- Suspect was arrested - 29 offenses cleared December 2017.

2017 ANNUAL CRIME REPORT PART 2 OFFENSES

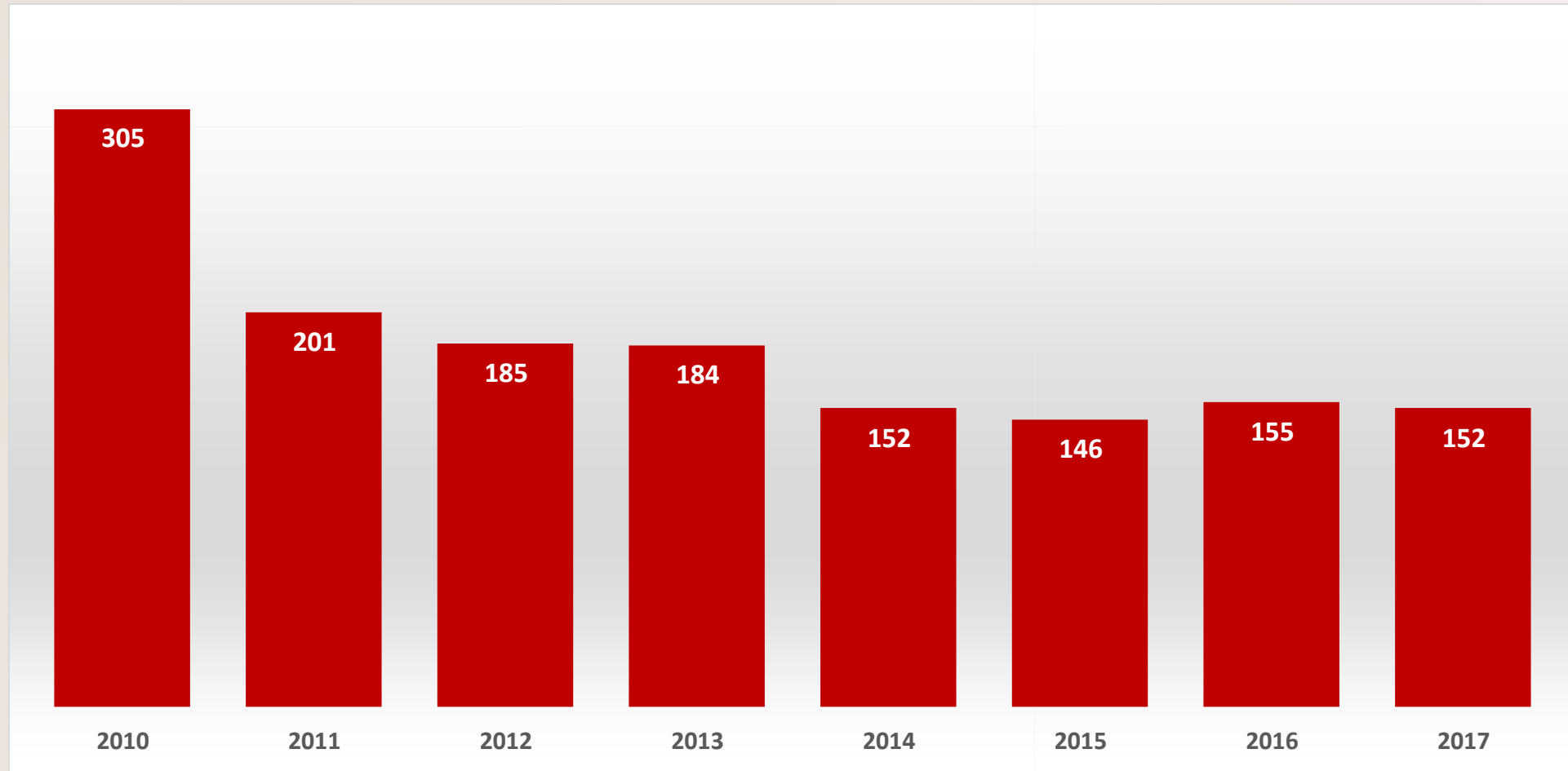


Summary of Uniform Crime Reporting Part 2 Offenses 2016 vs 2017



		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2017	2016
Part-2 Crimes	Curfew & Loitering Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Disorderly Conduct	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	Driving Under the Influence	9	5	8	11	9	4	14	16	9	9	9	10	113	109
	Drug Offenses (Possess - Sale/Mfg.)	7	6	7	7	3	4	5	4	4	8	3	10	68	74
	Embezzlement	1	1	0	1	1	0	1	0	0	1	0	0	6	7
	Forgery	1	1	0	0	1	1	0	0	1	2	0	3	10	11
	Fraud (Credit Card Abuse, Theft of Serv.)	11	14	6	5	16	12	10	9	9	9	15	7	123	75
	Gambling Offense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Liquor Laws	0	0	0	1	1	0	2	1	1	0	0	1	7	22
	Offenses Against Family and Children	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	Prostitution / Vice	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Public Intoxication	1	2	1	0	3	0	0	0	3	2	3	2	17	18
	Runaway	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	Sex Offenses	0	1	1	0	0	0	0	0	1	0	1	0	4	3
	Simple Assault	1	1	3	3	4	1	2	2	3	2	2	0	24	36
	Stolen Property; Buy, Recv., Poss.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Vandalism	0	3	3	2	1	3	5	0	0	4	1	3	25	23
	Weapons	0	0	0	1	0	0	0	3	0	1	0	0	5	18
	All Other Offenses (except traffic)	12	12	11	12	12	10	10	17	7	9	11	19	142	122
	Total 2017 Part-2 Crimes:	43	46	40	43	51	35	49	52	38	47	45	55	544	523
	Total 2016 Part-2 Crimes:	36	40	53	56	46	47	47	43	45	37	38	35		

CRIME REDUCTION TREND



2010 to 2017 CRIME REDUCTION



OVERALL CRIME
REDUCTION
COMPARED TO
2010

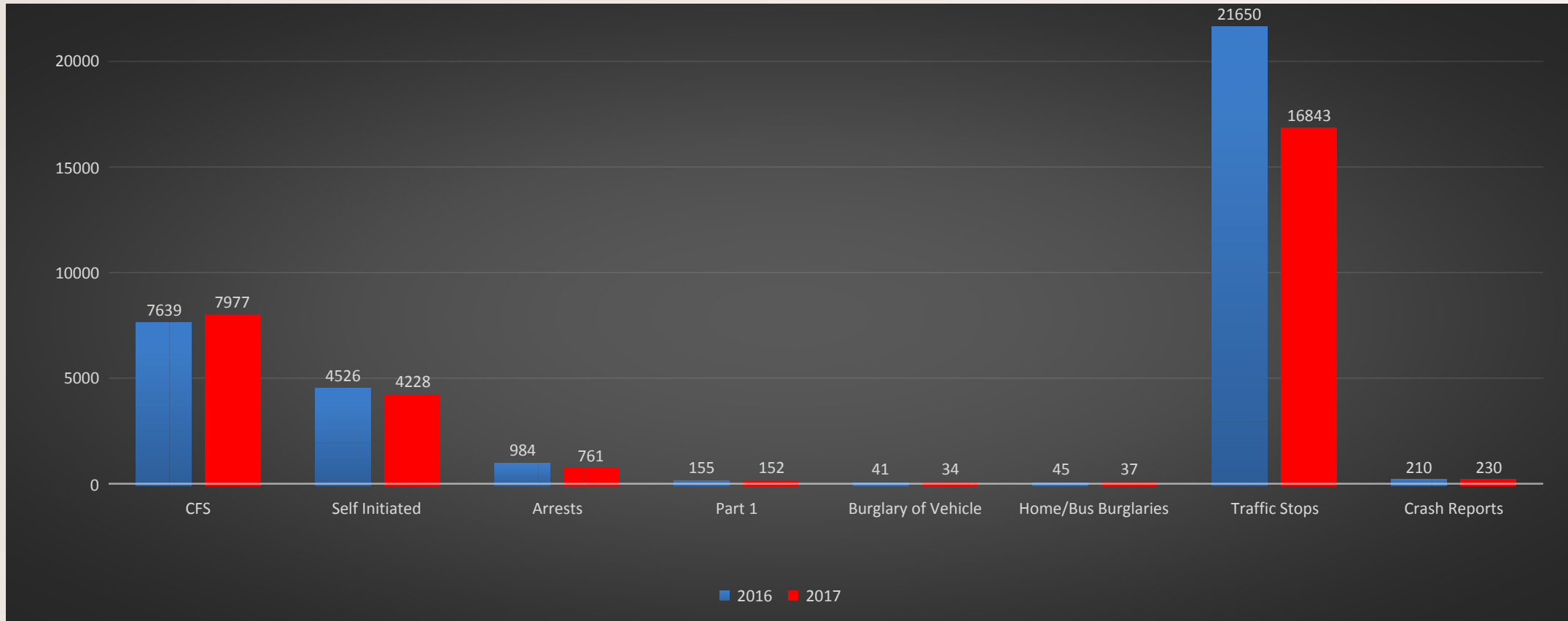
50%

COLLEYVILLE POLICE DEPARTMENT PATROL ACTIVITY 2017



- Calls for Service 7,639 to 7,977 - 4% Increase
- Officer Initiated 4,526 to 4,228 - 6% Decrease
- Arrests 980 to 761 - 22% Decrease
- Part 1 Offenses 155 to 152 - 2% Decrease
- Burglary of Vehicle 41 to 34 -17% Decrease

- Home/Bus Burglaries 45 to 37- 18% Decrease
- Traffic Stops 21,650 to 16,843 - 22% Decrease
- Crash Reports 210 to 230 – 9% Increase
- Conducted 33,168 Business, Home, & Park Checks



COLLEYVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATIONS ACTIVITY 2017



In 2017, Colleyville Police Department's Criminal Investigations Division received 665 new case assignments.

On average, 2.75 new cases were assigned per day.

Annual Clearance Rate

- 39% Part 1 Clearance
 - Violent – 67% Clearance
 - Property – 38% Clearance
- 67% Part 2 Clearance

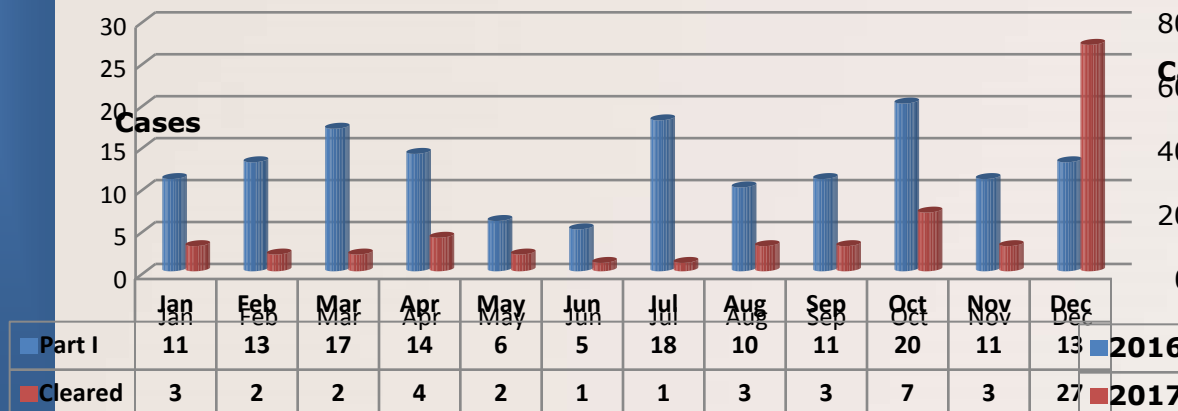
Other points of interest include:

- Submitted 1,934 Investigative Supplements
- 100% Three day victim contact
- 332 Hours - Crime Scene Investigation and Related Training
- 216 Hours of Firearms Instruction to TCCC Academy
- New Special Investigations Unit formed

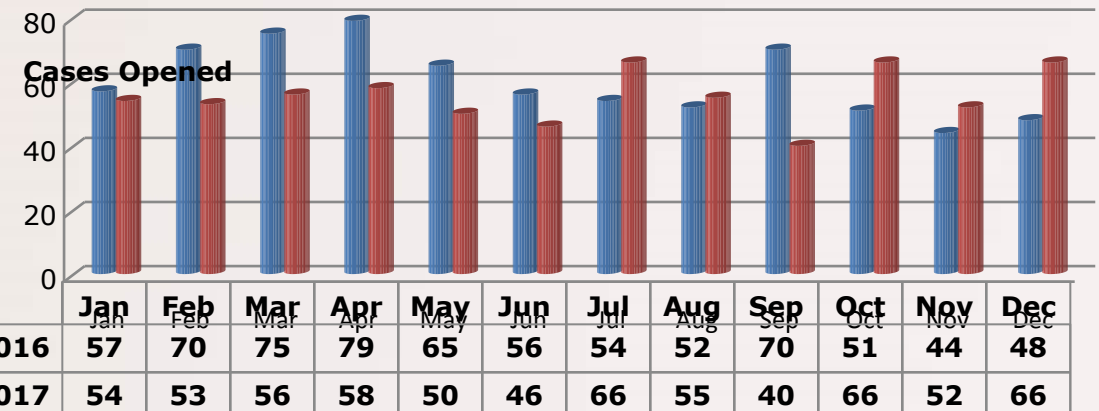
Extra Duties:

- Crossing Guard Administration
- Citizens on Patrol
- Firearms Instructor
- Child Abduction Response Team
- Taser Instructor
- Lock Box Program
- Sex Offender Registration and Management

Twelve Month Part 1 History



2016 - 2017 Case Assignment Comparison





City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 01/16/2018

Type Worksession

Department Community Development

Title

Discussion of the Sidewalk Policy

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

The City Council established the Colleyville Sidewalks Ad Hoc Committee at the May 16, 2017 meeting by resolution R-17-4133. The responsibilities of the committee were stated in the resolution including:

- Review of current Colleyville sidewalk policy and a benchmark of comparator cities.
- Development and recommendation of a sidewalk policy.
- Identification of locations for connection and/or sidewalks to be constructed, while ensuring compatibility with the "Trails Plan".
- Development of a prioritization method and application to identified sidewalk connections.
- Review of available funding and potential options for funding future sidewalks.

An eleven (11) member committee was appointed at the July 18, 2017 City Council meeting by resolution R-17-4155. The committee met a total of 5 times from the end of August through the end of October:

August 28, 2017 – 1st meeting of Committee

September 18, 2017

October 2, 2017

October 16, 2017

October 30, 2017

Over the course of these meetings, the committee was able to review, discuss, and create a policy to guide the construction of sidewalks within the City of Colleyville.

Intent/Vision: The committee developed a vision that guided the creation of the policy, to include the following:

- Create a connected community where it makes sense and in accordance with the citizens' wishes and desire to fund this effort and according to a logical, prioritized plan.
- Achieve the above without compromising the charm and semi-rural beauty that makes Colleyville so desirable and unique.

Plan: The Committee created a plan of action where they identified eight (8) points to consider when preparing the policy. The plan of action has been provided as an attachment for reference. The completed policy is a culmination of review of ordinances from adjacent communities, discussion, and annotation of the new policy.

Sidewalk Policy: The proposed Sidewalk Policy identifies requirements for sidewalk construction for different scenarios, including development on new streets, existing streets, and designated streets on the Master Thoroughfare Plan. This may differ between residential and commercial developments.

The policy also clarifies policies for repairs/replacement/maintenance and design standards. Additionally, the committee is proposing a remediation process whereby a property owner, when applicable, may ask that a sidewalk be removed. The removal must be a disjointed or disconnected segment where removal would be in the spirit of the policy.

A major change includes the provision for waivers/variances. These requests should be rare and allowed only where there are unusual factors. The burden of providing justification will be upon the applicant and must describe the unusual conditions.

Finally, the committee proposes a fund to be set aside annually for the construction of sidewalks. Additionally, the Sidewalk Ad Hoc Committee recommends the establishment of a fundraising committee to discuss, create, and implement fundraising opportunities to help contribute to and off-set the costs of providing sidewalks throughout the City of Colleyville.

City Council Consideration: The draft Sidewalk Policy is intended to initiate amendments to the Land Development Code regarding sidewalk construction. If the City Council deems the policy acceptable, staff will begin work on the appropriate language for future presentation to the Planning & Zoning Commission and City Council for amending the Land Development Code.

Attachments

1. Sidewalk Policy Presentation
2. Establishment of Sidewalks Ad Hoc Committee R-17-4133
3. Appointment of Sidewalks Ad Hoc Committee R-17-4155
4. Plan of Action
5. Draft Sidewalk Policy

Sidewalk Policy

**City Council Worksession
January 16, 2018**

Objective

- Background on the Sidewalks Ad Hoc Committee
- Present the Sidewalk Policy
- Receive direction from the City Council regarding ratification of policy and future LDC amendment

Background Information

The City Council established the Colleyville Sidewalks Ad Hoc Committee at the May 16, 2017 meeting by Resolution R-17-4133. The responsibilities of the committee were stated in the resolution including:

- Review of current Colleyville sidewalk policy and a benchmark of comparator cities.
- Development and recommendation of a sidewalk policy.
- Identification of locations for connection and/or sidewalks to be constructed, while ensuring compatibility with the "Trails Plan".
- Development of a prioritization method and application to identified sidewalk connections.
- Review of available funding and potential options for funding future sidewalks.

Background Information

An 11 member committee met a total of five times from the end of August through the end of October:

August 28, 2017 – 1st meeting of Committee

September 18, 2017

October 2, 2017

October 16, 2017

October 30, 2017

* James Hubbard was initial staff point of contact

Draft Sidewalk Policy

Purpose

The purpose of this policy is to provide for the logical construction of sidewalks within the City in order to promote the health, safety, and general welfare of the community. The policy will take a fiscally responsible approach while taking into account the natural conditions of the area where sidewalks will be constructed.

Draft Sidewalk Policy

Sidewalk Requirements

New Development: requiring a new roadway

Residential: both sides of roadway; Exception = single-loaded roadway (houses/development on one side of the street only)

Commercial: both sides of roadway

New Development: adjacent to existing roadway

Residential: (1) required if fronting a roadway designated on the Master Thoroughfare Plan as a non-local street; or (2) on a street where sidewalks exist on 50% or more of the properties on the block face;

Exception = large lot with more than 300' of frontage

Commercial: along frontage of all roadways

Existing Development/Single Family Home Construction

Residential: (1) required if fronting a roadway designated on the Master Thoroughfare Plan as a non-local street; or (2) on a street where sidewalks exist on 50% or more of the properties on the block face;

Exception = large lot with more than 300' of frontage

Commercial: along frontage of all roadways

Master Thoroughfare Plan

Sidewalks required on both sides of roadway on non-local streets; Exception = Roadway project listed on CIP five-year list and planned for full reconstruction, must be installed by City



Draft Sidewalk Policy

Repairs/Replacement/Maintenance

The City shall be responsible for the maintenance and replacement of sidewalk segments congruent with this policy. This is to ensure a safe and well connected network. In the event a sidewalk segment is damaged by misuse or neglect, the adjacent property owner shall be responsible for the cost of appropriate maintenance or replacement.

Design Standards

All sidewalks shall be a minimum of four (4') feet in width, except a sidewalk located within or abutting a collector street, or larger, as shown on the Master Thoroughfare Plan, which shall not be less than five (5) feet in width. All sidewalks and pathways shall be constructed in the area between the curb or grade line of the public street and the abutting property line unless the pathway is situated within a dedicated pathway easement or right-of-way. The edge of the sidewalk or pathway shall generally be parallel with the curb line and be situated no more than one (1') foot from the abutting property line. The Director of Public Works may approve a plan to alter the location and size of a sidewalk to preserve a tree or for aesthetic purposes. One additional foot of width shall be added to a sidewalk that abuts a street curb.

Draft Sidewalk Policy

Waivers/Variances

A complete waiver of the requirement for sidewalks should be rare and allowed only where there are unusual factors. The waiver must be approved by both the Director of Community Development and the Director of Public Works to be granted and their decision shall be documented with supporting data that states the basis for the decision. However, in the event of a split decision, the City Manager or designee shall also make a determination as to whether or not the waiver should be granted, and document that determination with supporting data that states the basis for the decision. Unusual factors include:

- (1) Projects where the cost of establishing sidewalks or walkways would be unreasonably disproportionate to the cost of the associated roadway construction or overall project costs (however, a partial waiver may be granted in lieu of a full waiver to reduce the cost of required sidewalks such that the costs will not be unreasonably disproportionate),
- (2) Areas with severe topography or other natural constraints that will constrain proper implementation of this plan,
- (3) Situations inherently adverse to pedestrian activity, such as harmful noise, dust creation, and high volume truck traffic, in certain areas, such as agricultural, heavy commercial, and industrial developments, or
- (4) Situations where an applicant can show other factors or circumstances amounting to reasonably justifiable good cause to support such waiver.

A denial of a request for a waiver of these requirements may be appealed to the City Council.

- (1) A written appeal must be filed with the Director of Public Works within 10 days of the denial.
- (2) The appeal must provide justification for the requested waiver based on the criteria described in (1), (2), (3), and (4) above.
- (3) The Council must make findings based on these criteria in order to approve a waiver. If substantial new information, not provided as part of the original request, is provided by the applicant within 14 days of the City Council meeting, or during the City Council meeting, the item shall be referred back to the Director of Community Development and Director of Public Works for reconsideration prior to a decision by the City Council.

Draft Sidewalk Policy

Remediation (local streets only)

The City recognizes the existence of disjointed/disconnected sidewalk segments throughout the City that serve little purpose in furthering the welfare or walkability of the community. Property owners may request removal of these sidewalk segments should the removal be in the spirit of this policy. Considerations for remediation approval and assistance shall include proximity of area sidewalk sections and feasibility of connection to existing network.

Should the City deem the citizen request to be aligned with the spirit of this policy, the City will provide the labor and equipment to remove and haul away the sidewalk. The property owner shall be required to make all other repairs necessary to the property to establish a safe and aesthetically pleasing site. This may require, but is not limited to, dirt work, grading, irrigation system modifications, and turf establishment.

Applicability: Areas with 30% or less of lots with sidewalks (area = subdivision/neighborhood or properties within 1,000 feet)

Funding

The City Council must allocate sidewalk funds annually through the general funds budgeting process. The City Council will fund \$500,000 or greater per year.

The Sidewalk Ad Hoc Committee recommends the establishment of a fundraising committee to discuss, create, & implement fundraising opportunities to help contribute to and off-set the costs of providing sidewalks throughout the City of Colleyville.



Summary

The committee developed a policy that:

- identifies requirements for sidewalk construction for different scenarios, including development on new streets, existing streets, and designated streets on the Master Thoroughfare Plan
- includes the provision for waivers/variances which should be rare and allowed only where there are unusual factors and the burden of providing justification will be upon the applicant and must describe the unusual conditions
- proposes a fund to be set aside annually for the construction of sidewalks

Questions / Direction

RESOLUTION R-17-4133

A RESOLUTION ESTABLISHING A COLLEYVILLE SIDEWALKS AD HOC COMMITTEE

WHEREAS, the City Council recognizes the importance of sidewalks in creating a more walkable and mobile community; and

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

WHEREAS, the City Council desires to involve the citizens of Colleyville in establishing equitable policies and priorities for the development of a system of sidewalks in the community; and

WHEREAS, the City Council desires to establish the Colleyville Sidewalk Ad Hoc Committee.

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

Sec. 1. THAT an eleven (11) member Colleyville Sidewalks Ad Hoc Committee is hereby established and the city secretary is directed to advertise and accept Applications for Appointment May 17 through June 30, 2017.

Sec. 2. THAT the Colleyville Sidewalks Ad Hoc Committee responsibilities may include:

- a. Review of current Colleyville sidewalk policy and a benchmark of comparator cities.
- b. Development and recommendation of a sidewalk policy.
- c. Identification of locations for connection and/or sidewalks to be constructed, while ensuring compatibility with the "Trails Plan."
- d. Development of a prioritization method and application to identified sidewalk connections.
- e. Review of available funding and potential options for funding future sidewalks.

Sec. 3. THAT upon issuance of final recommendations to the City Council, the work of the Committee will be completed, and the terms of the Committee members will be concluded.

Sec. 4. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 16TH DAY OF MAY 2017.

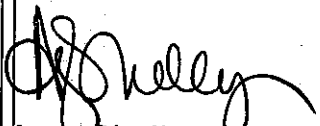
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 4, George Dodson
Place 6, Mike Taylor

Aye
Aye
Aye
Aye

Mayor Pro Tem Bobby Lindamood
Place 3, Kathy Wheat
Place 5, Nancy Coplen

Aye
Aye
Absent

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


Richard Newton
Mayor

RESOLUTION R-17-4155

A RESOLUTION APPOINTING MEMBERS TO THE COLLEYVILLE SIDEWALKS AD HOC COMMITTEE, AND ESTABLISHING A DATE FOR THE FINAL REPORT SUBMITTAL

WHEREAS, the City Council approved Resolution R-17-4133 on May 16, 2017, and established the Colleyville Sidewalks Ad Hoc Committee to provide for the establishment of equitable policies and priorities for the development of a system of sidewalks in the community; and

WHEREAS, staff advertised and accepted applications for appointment to the committee from May 17 through June 30, 2017.

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

Sec. 1. THAT the following citizens are appointed to the Colleyville Sidewalks Ad Hoc Committee:

- Mark Brooks
- James Dove
- Tonia Goin
- Sherrie Hart
- Joy Fulton Lee
- Collette Cobben-Murr
- Leonna Nichols
- Jocelyn Sandruck
- Julie Schurman
- Steve Waltens
- John Zeitlin

Sec. 2. THAT John Zeitlin is appointed as Chair, and Steve Waltens is appointed as Vice Chair.

Sec. 3. THAT the city manager shall provide administrative support services to the committee.

Sec. 4. THAT the Committee shall use its best efforts to issue a final report to the City Council by January 31, 2018.

Sec. 5. Upon issuance of the final report, the work of the Committee will be completed, and the terms of the Committee members will be concluded.

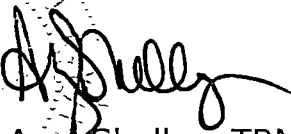
Sec. 6. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS
ON THIS THE 18TH DAY OF JULY 2017.

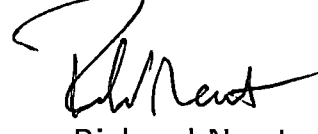
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Nancy Coplen	<u>Aye</u>
Place 6, Mike Taylor	<u>Aye</u>		

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Plan of Action

Oct 2

BACKGROUND

The current “sidewalks everywhere” mandate and the associated punitive tax for not building a sidewalk is from a prior era. That vision is unrealistic and counter to the semi-rural feel that makes our community so desirable and unique.

INTENT/VISION

- Create a connected community where it makes sense and in accordance with the citizens’ wishes and desire to fund this effort and according to a logical, prioritized plan.
- Achieve the above without compromising the charm and semi-rural beauty that makes Colleyville so desirable and unique.

PLAN

1. Revoke the “sidewalks everywhere” mandate and associated tax for not building a sidewalk.
2. Continue to require that sidewalks be built in all new residential and commercial developments/neighborhoods. *(Need to define builder/developer.)*
3. Continue to require that a sidewalk be built as part of a new home permit only if such lot is on a road where a sidewalk already exists. Our permits department will be required to use common sense in making this determination.
4. Establish a two-tiered, “opt-in” voluntary fund on each utility bill that is designated as the “Sidewalk Construction Fund” (the amount of this fund will need to be agreed upon).
5. Establish a prioritized list of where it makes sense to build “common use” sidewalks in Colleyville (outside of new residential and commercial construction). The city will act on this list based on the funds available.
6. When a road scheduled for improvement is on the prioritized list of future sidewalk locations, a sidewalk will be built and funded from the road construction budget.
7. Repairs to existing sidewalks that are the city’s responsibility will be funded from the general fund. Repairs to existing sidewalks that are the property owners’ responsibility are not in scope.
8. Colleyville will establish a new Sidewalk Ad Hoc Committee in two years to evaluate the progress, success, and viability of this plan.

Purpose

The purpose of this policy is to provide for the logical construction of sidewalks within the City in order to promote the health, safety and general welfare of the community. The policy will take a fiscally responsible approach while taking into account the natural conditions of the area where sidewalks will be constructed.

Background

For the purposes of this policy the Master Thoroughfare Plan (MTP) refers to the plan adopted by Ordinance O-15-1972. *Non-local Streets* refer to all streets indicated as Minor Collectors and larger.

Sidewalk Requirements

New Development: requiring a new roadway

Residential: both sides of roadway; Exception = single-loaded roadway (houses/ development on one side of the street only)

Commercial: both sides of roadway

New Development: adjacent to existing roadway

Residential: (1) required if fronting a roadway designated on the Master Thoroughfare Plan as a non-local street; or (2) on a street where sidewalks exist on 50% or more of the properties on the block face; Exception = large lot with more than 300' of frontage

Commercial: along frontage of all roadways

Existing Development/Single Family Home Construction

Residential: (1) required if fronting a roadway designated on the Master Thoroughfare Plan as a non-local street; or (2) on a street where sidewalks exist on 50% or more of the properties on the block face; Exception = large lot with more than 300' of frontage

Commercial: along frontage of all roadways

Master Thoroughfare Plan

Sidewalks required on both sides of roadway on non-local streets; Exception = Roadway project listed on CIP 5-year list and planned for full reconstruction, must be installed by city

Repairs/Replacement/Maintenance

The City shall be responsible for the maintenance and replacement of sidewalk segments congruent with this policy. This is to ensure a safe and well connected network. In the event a sidewalk segment is damaged by misuse or neglect the adjacent property owner shall be responsible for the cost of appropriate maintenance or replacement.

Design Standards

All sidewalks shall be a minimum of four (4') feet in width, except a sidewalk located within or abutting a collector street, or larger, as shown on the Master Thoroughfare Plan, which shall not be less than five (5) feet in width. All sidewalks and pathways shall be constructed in the area between the curb or grade line of the public street and the abutting property line unless the pathway is situated within a dedicated pathway easement or right-of-way. The edge of the sidewalk or pathway shall generally be parallel with the curb line and be situated no more than one (1') foot from the abutting property line. The Director of Public Works may approve a plan to alter the location and size of a sidewalk to preserve a tree or for aesthetic purposes. One additional foot of width shall be added to a sidewalk that abuts a street curb.

Waivers/Variances

A complete waiver of the requirement for sidewalks should be rare and allowed only where there are unusual factors. The waiver must be approved by both the Director of Community Development and the Director of Public Works to be granted and their decision shall be documented with supporting data that states the basis for the decision. However, in the event of a split decision, the City Manager or designee shall also make a determination as to whether or not the waiver should be granted, and document that determination with supporting data that states the basis for the decision. Unusual factors include:

- (1) Projects where the cost of establishing sidewalks or walkways would be unreasonably disproportionate to the cost of the associated roadway construction or overall project costs (however a partial waiver may be granted in lieu of a full waiver to reduce the cost of required sidewalks such that the costs will not be unreasonably disproportionate),
- (2) Areas with severe topography or other natural constraints that will constrain proper implementation of this plan,
- (3) Situations inherently adverse to pedestrian activity, such as harmful noise, dust creation, and high volume truck traffic, in certain areas, such as agricultural, heavy commercial, and industrial developments, or
- (4) Situations where an applicant can show other factors or circumstances amounting to reasonably justifiable good cause to support such waiver.

A denial of a request for a waiver of these requirements may be appealed to the City Council.

- (1) A written appeal must be filed with the Director of Public Works within 10 days of the denial.
- (2) The appeal must provide justification for the requested waiver based on the criteria described in (1), (2), (3), and (4) above.
- (3) The Council must make findings based on these criteria in order to approve a waiver. If substantial new information, not provided as part of the original request, is provided by the applicant within 14 days of the City Council meeting, or during the City Council meeting, the item shall be referred back to the Director of Community Development and Director of Public Works for reconsideration prior to a decision by the City Council.

Remediation (local streets only)

The City recognizes the existence of disjointed/disconnected sidewalk segments throughout the city that serve little purpose in furthering the welfare or walkability of the community. Property owners may request removal of these sidewalk segments should the removal be in the spirit of this policy.

Considerations for remediation approval and assistance shall include proximity of area sidewalk sections and feasibility of connection to existing network.

Should the City deem the citizen request to be aligned with the spirit of this policy, the City will provide the labor and equipment to remove and haul away the sidewalk. The property owner shall be required to make all other repairs necessary to the property to establish a safe and aesthetically pleasing site. This may require, but is not limited to, dirt work, grading, irrigation system modifications, and turf establishment.

Applicability: Areas with 30% or less of lots with sidewalks (area = subdivision/neighborhood or properties within 1,000 feet)

Funding

The City Council must allocate sidewalk funds annually through the general funds budgeting process. The City Council will fund \$500,000 or greater per year.

The Sidewalk Ad Hoc Committee recommends the establishment of a fundraising committee to discuss, create, & implement fundraising opportunities to help contribute to and off-set the costs of providing sidewalks throughout the City of Colleyville.



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 01/16/2018

Type Presentation and Discussion

Department Engineering

Title

Pleasant Run Road reconstruction project update - Shelton Road to John McCain Road

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

This agenda item provides for an update on the Pleasant Run Road Reconstruction Project (Shelton Road to John McCain Road). The construction contract in the amount of \$4,938,170.50 was awarded to North Texas Contracting, Inc. on June 6, 2017, by Resolution R-17-4141. The construction of the project was initiated by a Notice to Proceed on July 5, 2017, and the project was identified in the contract to take a duration of 270 calendar days.

Staff will provide an update on the project progress and the efforts being undertaken to complete the road reconstruction.

Attachments

1. Resolution R-17-4141

RESOLUTION R-17-4141

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH NORTH TEXAS CONTRACTING, INC., FOR THE PLEASANT RUN ROAD PROJECT (SHELTON DRIVE TO JOHN MCCAIN ROAD), IN AN AMOUNT NOT TO EXCEED \$4,938,170.50, WHICH INCLUDES A \$600,000 CONTINGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ANY ASSOCIATED CHANGE ORDERS UNDER \$50,000

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

WHEREAS, the Colleyville City Council adopted Resolution R-16-4037 on September 20, 2016, approving a Comprehensive Five-Year Capital Improvement Program for Fiscal Years 2017-2021; and

WHEREAS, the construction of Pleasant Run Road (Shelton Drive to John McCain Road) was included in the Comprehensive Five-Year Capital Improvement Program for Fiscal Year 2017.

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

- Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the City Council hereby approves the construction contract with North Texas Contracting, Inc., for the Pleasant Run Road Project (Shelton Drive to John McCain Road), depicted as Exhibit "A."
- Sec. 3. THAT the city manager is hereby authorized to execute the construction contract and any associated change orders under \$50,000.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS
ON THIS THE 6TH DAY OF JUNE 2017.

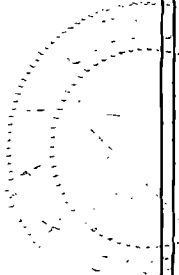
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 4, George Dodson
Place 6, Mike Taylor

Aye
Aye
Aye
Aye

Mayor Pro Tem Bobby Lindamood
Place 3, Kathy Wheat
Place 5, Nancy Coplen

Aye
Aye
Aye

ATTEST:



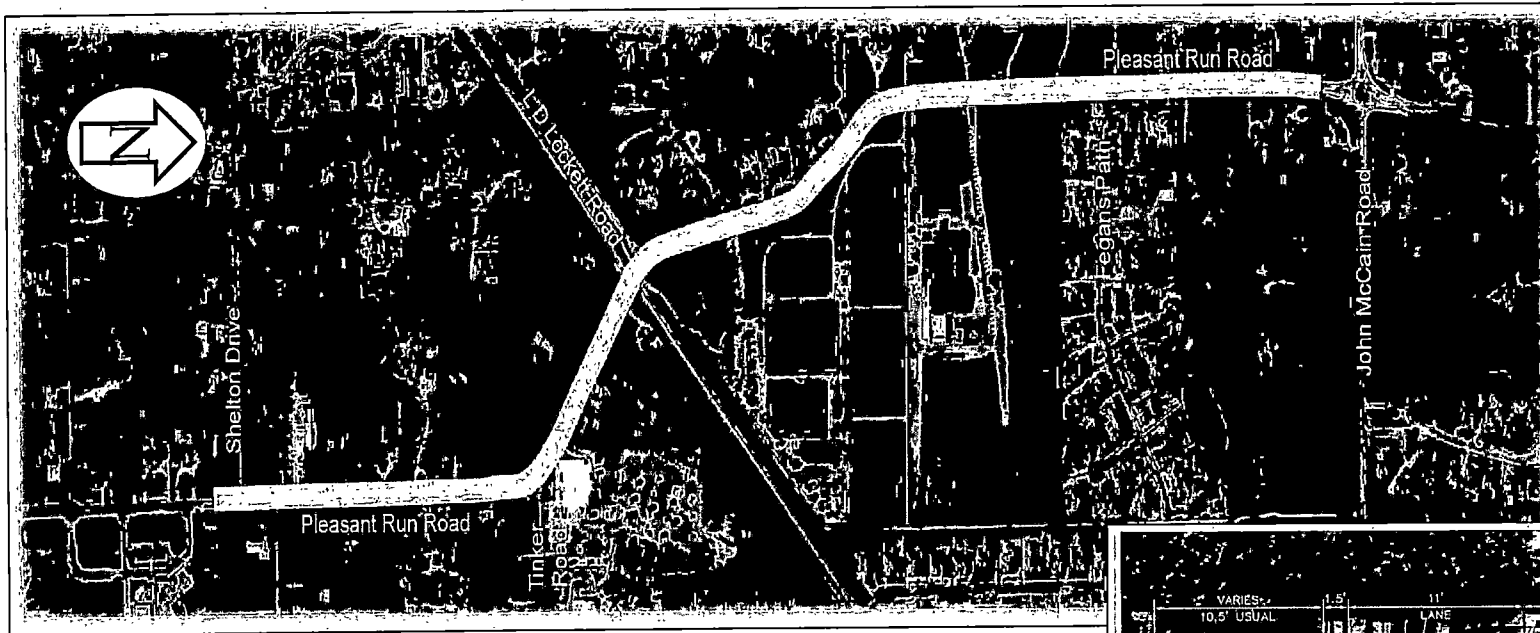

Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

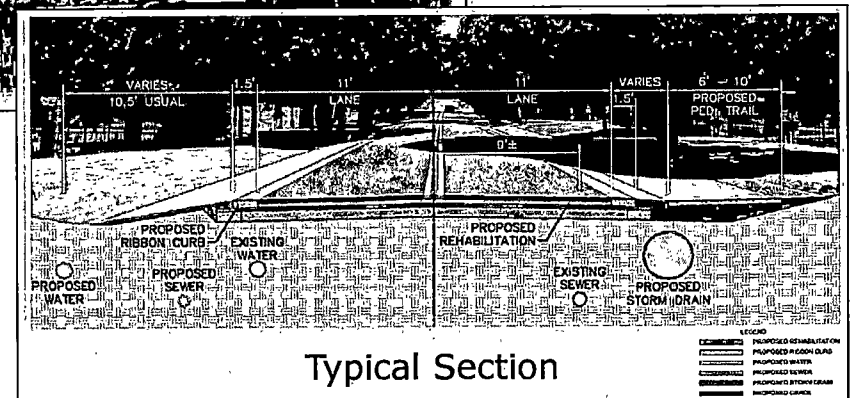

Richard Newton
Mayor

Pleasant Run Road

Exhibit A



Location Map



Typical Section



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4
Type Worksession
Department City Manager

Agenda Date 01/16/2018

Title

Discussion of participation in the Arts Council Northeast 2018 MasterWorks Concert Series

Strategic Plan

5.2 Support a variety of community events, concerts and celebrations

Explanation

Staff will present the potential for the City of Colleyville participation in the Arts Council Northeast upcoming MasterWorks Concert Series with two concerts in 2018.

Arts Council Northeast has a vision of access to the arts for all, our mission is to provide artistic, cultural, and educational opportunities to improve the quality of life in our communities.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-5

Agenda Date 01/16/2018

Type Worksession

Department City Manager

Title

Discussion of the State of the City

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

This item provides an opportunity for discussion of the format for the 2018 State of the City.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-6

Agenda Date 01/16/2018

Type Presentation and Discussion

Department Economic Development

Title

Discussion of Quarter 1 Promotion

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Staff will present an update 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.

Staff has made changes to the proposed program based on the feedback from the January 10, 2018 City Council meeting discussion. Changes include providing an advance grant for advertising purposes and removing a required amount of time for a business to have been at their current location.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-7

Agenda Date 01/16/2018

Type Worksession

Department City Secretary

Title

Discussion of the January 16, 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 01/16/2018

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 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

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-18-4221

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JANUARY 16, 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 16TH 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

RESOLUTION R-18-4222

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 16, 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 January 10, 2018
 - b. Approval of the Quarter 1 Promotion program to assist businesses located within the SH26 construction corridor, and authorizing the city manager to execute all grants under the program

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS
THE 16TH 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

Wednesday, January 10, 2018

Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Wednesday, January 10, 2018, 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, Public Works Director Jeremy Hutt, City Engineer Cheryl Taylor, Community Development Director Ben Bryner, Marketing Coordinator Dustin Dangli, Information Services Manager Chris Pena, Intern Brittney Huff, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Update on CWD Transition

Assistant City Manager Adrienne Lothery presented this item and briefed the City Council. Manager Lothery introduced Nicole Roemer, account representative, CWD, who was available to answer questions.

There was general discussion of the leaf and tree recycle program, CWD customer service, hours trucks are in the City, household hazardous waste, and commercial accounts.

WS-2 Discussion of public art in City roundabouts

Assistant City Manager Adrienne Lothery presented this item and briefed the City Council. There was discussion regarding the theme of the sculptures throughout the City. City Council requested children, horses, sports - items which highlight the City's history and current community trends and suggested additional locations, beyond roundabouts be considered, and the opportunity for civic organizations to sponsor art pieces.

WS-3 Discussion of the Q1P business promotion program

Marketing Coordinator Dustin Dangli presented this item and briefed the City Council.

There was discussion regarding how to design the program, immediate assistance, development and review of the program, and changes which could be evaluated and rolled out with the next quarter.

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

City Manager Jerry Ducay and Mayor Newton presented this item and briefed the City Council. Chamber Chair Tim Funderburk was also present to answer questions.

Councilmember Taylor expressed concerns for bringing a third party into City offices. Councilmember Coplen expressed concerns for not having more separation between City and Chamber. Mayor Pro Tem Lindamood stated he believes the Chamber can help our local businesses.

The City Council agreed to move forward with bringing the lease agreement before the City Council at the January 16, 2018 City Council meeting.

WS-5 Discussion of the January 10, 2018, City Council regular agenda items

Mayor Newton explained how item 4a would be conducted as it is a presentation and discussion, not a public hearing.

Mayor Newton adjourned the worksession at 6:37 p.m.

Mayor Newton called the Executive Session to order at 6:37 p.m. and called the roll.

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

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

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 6:53 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.

**INVOCATION: Bruce Crandall, 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**

This resolution was not needed.

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

Mayor Pro Tem Bobby Lindamood wished all a happy new year.

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

Mayor Richard Newton and Assistant City Manager Mark Wood welcomed Dr. Jesse Schroeder and thanked him for his long service to the community and recognized Schroeder Orthodontics as the featured business of the month.

Dr. Schroeder thanked the Mayor and Council for the recognition and explained Schroeder Orthodontics is the top 1-percent worldwide INVISALIGN provider.

Councilmember Taylor noted Dr. Schroeder always supplies the frames for the photos taken with Santa at the Lion's Club Breakfast with Santa.

4. DISCUSSION OF ITEMS NOT FOR ACTION

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

Mr. Minh Tran, PE, North Tarrant County Engineer, TxDOT, introduced Billy Harvard, project Manager and Stephen Ranft, SH26 Mobility Project Manager, and gave a presentation regarding the progress and time line for the SH26 construction project and answered questions from citizens and the City Council.

Mayor Newton stated there are weekly meetings between TxDOT and City staff and City Council. He further stated as the transition into Phase II occurs the objective is to be done quickly by breaking the three miles into three sections and construct and change traffic by section. Mayor Newton stated as the left turn goes away, businesses and citizens will be inconvenienced and this presentation and planning is an attempt to minimize that stress and communicate the plan. He further stated the City will communicate and work diligently to inform citizens and businesses throughout the entire process. Mayor Newton also noted TxDOT and the City will conduct meetings to communicate all the plans and changes as they are occurring.

Mayor and City Council provided direction to Mr. Minh for communication to the contractor and for planning. The highlights included:

Work 24/7 in each intersection to get them complete in three days, not seven or 14; improve the striping so lanes are clearly marked; add barrels to clearly mark the intersection and path of travel; straighten the cross cuts so travelers know how to stay within the intersection; clean up the debris (nails and bolts); communicate regarding closures and changes and do not change without communicating same to the City; enforce the traffic speed; time the lights better.

Public Works Director Jeremy Hutt and Mr. Tran answered additional questions regarding timing of the phases and work sections. Mayor Newton gave an overview of the milestones which are being used to mark the project, incentives and disincentives.

Mayor Newton encouraged citizens to log on to SH26project.com or text ROADS to 48421 to receive updates as they occur.

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

Mayor Newton read Resolution R-18-4216 in its entirety.

Mayor Newton opened the public hearing at 8:46 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:46 p.m.

Mayor Pro Tem Lindamood made a motion to approve Resolution R-18-4216, 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

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

Mayor Newton read Resolution R-18-4217 in its entirety.

Mayor Newton recapped the resolution provides for Tarrant County Elections Administration to conduct the election, hire and provide the election judges and clerks, and set the time and location for early voting.

Mayor Newton opened the public hearing at 8:54 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:54 p.m.

Councilmember Dodson made a motion to approve Resolution R-18-4217, Councilmember Taylor 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-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

Mayor Newton read Resolution R-18-4218 in its entirety.

Community Development Director Ben Bryner presented this item and briefed the City Council.

Mayor Newton asked staff if the property extends into Bills Lane. Director Bryner stated it does not and the exhibit will be cleaned up to ensure the boundaries are clear.

Councilmember Nakamura asked staff if the resident has always owned the property and if the home is being built for themselves or someone else. Director Bryner stated it is staff's understanding the home is being built for the applicant.

Councilmember Taylor asked staff if the direction the house will face is known. Director Bryner stated his best guess is the home will face West Glade. Councilmember Taylor stated the zoning on the property means the lot cannot be subdivided. Director Bryner concurred. Councilmember Taylor stated for the record, the waiver request is unique to this one lot. Director Bryner concurred.

Mayor Newton opened the public hearing at 9:02 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:02 p.m.

Councilmember Wheat made a motion to approve Resolution R-18-4218, 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

6c Resolution R-18-4219

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

Mayor Newton read Resolution R-18-4219 in its entirety.

Mayor Newton asked City Attorney Whitt Wyatt to comment on the resolution. Attorney Wyatt said state law states the City cannot prohibit electioneering on City

property outside the 100-foot radius from the polling location and a recent U.S. Supreme Court's opinion prohibits the enforcement of certain portions of the City's existing sign ordinance. Therefore, this resolution will allow compliance while City staff continues to work on a comprehensive update to the Land Development Code, which will include updates to the City's sign ordinance, including political sign regulations, to ensure compliance with the current changes in the law.

There was discussion regarding the measurement of the visibility triangle and publicizing the electioneering areas.

Mayor Newton opened the public hearing at 9:32 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:32 p.m.

Councilmember Nakamura made a motion to approve Resolution R-18-4219, with an amendment to clearly identify on the map attachment the 25 foot visibility triangle measured 25 foot in each direction from the intersection, measured from the back of the curb and adding, *in addition, a copy of the electioneering map shall be posted at each public entrance of the City Hall polling location during the voting period, to Sec. 8.* Councilmember Taylor 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 Handley, 204 Timberline North, spoke regarding her appreciation of the tree preservation efforts at Bransford and Glade Road, City staff, the police chief search, and GCISD.

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

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 9:45 p.m.

*APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE
16TH 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 4b

Agenda Date 01/16/2018

Number

Type Resolution

Department City Manager

Title

Approval of the Quarter 1 Promotion program to assist businesses located within the SH26 construction corridor, and authorizing the city manager to execute all grants under the program

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Reading and Public Hearing

The Quarter 1 Promotion is a program designed to assist businesses that have been impacted by the Texas Department of Transportation's SH26 Project by providing grants for advertising.

Businesses located within the construction corridor, from John McCain Road to Brown Trail, can apply for a grant up to \$1,000 from the City of Colleyville to use toward advertising through March 31, 2018. The City of Colleyville will approve all proposed advertising material to make sure each meets the City's requirements.

Eligible businesses must be located within the construction corridor, generate sales tax, and must mention the City of Colleyville in the advertisement beyond the business's address.

Financial Impact

The City has budgeted \$100,000 from the Tax Increment Fund.

Recommendation

Approve

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 01/16/2018

Number Resolution R-18-4223

Type Resolution

Department City Manager

Title

Approval of an Interlocal Agreement with the Fort Worth Transportation Authority, (FWTA) for quiet zone implementation and maintenance

Strategic Plan

5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

In the effort to establish a quiet zone designation along the railroad, the City of Colleyville entered into an agreement (prior ILA) on October 22, 2012, with the Fort Worth Transportation Authority (FWTA). In accordance with the terms of the prior ILA, the City of Colleyville has fully satisfied its obligations related to grant funding and the agreement has since expired. The City of Colleyville and FWTA wish to enter into a new agreement which will replace the existing expired agreement.

The proposed agreement will clearly define the maintenance responsibilities for both parties. The responsibility for maintenance of all current and future quiet zones within Colleyville shall be apportioned as follows:

1. Colleyville shall be solely responsible for the maintenance of its public roadway, and only that portion of the roadway falling outside of the transition slab areas as depicted in the Rail ROW Maintenance Delineation photograph, attached hereto as Exhibit "A". Colleyville's maintenance obligations under this section expressly exclude any/all equipment related to the operation of Rail Line, including, without limitation, all electronic detector loops and all other equipment embedded in the street pavement;
2. Colleyville will be responsible for coordinating with FWTA when any non-emergency maintenance or repairs are to be performed to the public roadways within twenty-five feet (25') of the railroad track;
3. FWTA, in connection with DART, shall be responsible for the maintenance and repair of all equipment related to the Rail Line and operation of the quiet zones other than the foregoing public roadway surfaces. FWTA's maintenance responsibility under this section includes, without limitation all tracks, ballasts, and related equipment between the transition slabs, the transition slabs, and all

other equipment related to the signals and quad gates at the existing quiet zone locations. FWTa will be responsible for coordinating with Colleyville when any maintenance and/or repair work will involve materially altering the City's public roadway surface or foundation;

4. FWTa will be responsible for coordinating with DART, when such coordination is required, to perform any maintenance or repairs to be performed by the parties under this Agreement; and
5. FWTa, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation owned by City on or about the Rail Line and any adjacent property owned by or under the control of City while performing its maintenance and repair obligations under this Agreement. If the failure to use reasonable care by FWTa, its employees or contractors results in damage to property owned by the City, FWTa and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to City. If FWTa or its contractor fails or refuses to make such replacement, City shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of FWTa, which cost and expense FWTa agrees to pay to City upon written demand.

The proposed agreement is for a period of five years and will automatically renew for a period of one year unless terminated sooner pursuant to any one of the terms outlined in the proposed agreement.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Proposed ILA
2. Exhibit A

**Interlocal Agreement by and between
City of Colleyville and
Fort Worth Transportation Authority for
Quiet Zone Implementation and Maintenance**

This Interlocal Agreement for Quiet Zone Implementation and Maintenance, hereinafter called "Agreement," is made by and between the City of Colleyville a Texas home rule city, hereinafter called "City" or "Colleyville," and the Fort Worth Transportation Authority, a political subdivision of the State of Texas created pursuant to Chapter 452 of the Transportation Code, hereinafter called "FWTA", (collectively referred to as the "Parties" or individually as "Party"), acting by and through their authorized representatives.

RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the Fort Worth Transportation Authority, a regional transportation authority and a political subdivision of the State of Texas, created and existing pursuant to Chapter 452 of the Transportation Code, and the City of Colleyville, a Texas home rule city, may exercise jointly the power to provide governmental services for the public health, safety and welfare; and

WHEREAS, pursuant to that certain *Quiet Zone Implementation Interlocal Agreement* effective October 22, 2012, between Colleyville and FWTA the "Prior ILA", FWTA is operating and maintaining a public rail transportation system within the Cotton Belt rail corridor within the City limits, ("the Rail Corridor") which is presently owned by Dallas Area Rapid Transit "DART"; and

WHEREAS, the Colleyville has fully satisfied its obligations under the Prior ILA related to grant funding in accordance with the terms of the Prior ILA, which has now expired; and

WHEREAS, the Parties hereby intend that this Agreement shall fully supersede and replace the Prior ILA; and

WHEREAS; Colleyville, for the benefit of its residents, desires to reduce noise and increase safety associated with operation of train service on the Cotton Belt rail line by eliminating train whistles through the implementation and maintenance of quiet zones and quad gates or non-mountable barriers along the Rail Corridor; and

WHEREAS; it is desirable and appropriate to have uniform implementation and maintenance of quiet zones along the Rail Corridor and other potential rail lines in the area; and

WHEREAS; Colleyville applied and received grant funding to design, build, and implement quiet zones in Colleyville along the Rail Corridor; and

WHEREAS; there may be additional quiet zones on the Cotton Belt and other rail lines utilized for commuter rail service; and

WHEREAS; it is desirable and appropriate to have uniform implementation of quiet zones on the

Cotton Belt Rail Corridor and other service lines in the area; and

WHEREAS; quiet zone implementation requires coordination among the city (ies) in which the railroad tracks are located, the Federal Railway Administration, hereinafter called the "FRA," the owner of the rail corridor (DART) and the involved railroads; and

WHEREAS; FWTa has the expertise to manage and oversee the design, construction, implementation and maintenance of quiet zones and is willing to assist Colleyville; and

WHEREAS; Colleyville desires to utilize FWTa's expertise in the management and oversight of the design, construction and implementation of quiet zones in Colleyville; and

WHEREAS; the FWTa desires to manage and oversee the design, construction, implementation and maintenance of quiet zones in Colleyville.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. Purpose

The purpose of this Agreement is to set forth the Parties' understanding and agreement regarding their respective obligations concerning the present and future quiet zones along the Rail Corridor within the City limits of the City of Colleyville, Texas.

II. Obligations of the Parties

FWTa shall have the following obligations under this Agreement:

- A. Work together with Colleyville on any necessary design, construction, and implementation of quiet zones in Colleyville, including the following existing quiet zones implemented under the Prior ILA:
 - 1. Bransford Road
 - 2. Pleasant Run Road, and
 - 3. John McCain Road;
- B. Maintain and repair all quiet zones in Colleyville in accordance with Article III of this Agreement;
- C. Provide draft Request(s) for Proposal for Colleyville to solicit qualified design and consulting firms to undertake the diagnostic analysis and design necessary for construction of any additional quiet zones to be constructed in Colleyville, including gate-controlled pedestrian crossings for any existing quiet zone location on the Cotton Belt Rail Corridor;

- D. Evaluate and procure the design and consulting firms who submit proposals under this Agreement. Such procurement shall be in full accordance with FWTAs procurement policies and applicable law;
- E. Manage the selected design and consulting firms in the preparation of any design packages for bidding;
- F. Assist the selected firm(s) and coordinate with all stakeholders, including the FRA, TXDOT, DART and FWWR on all issues related to the design, permitting and construction of quad gate and gate controlled pedestrian crossings at all quiet zone locations;
- G. Issue the appropriate design packages for the construction and implementation contracts for the quiet zones;
- H. Provide construction management services for any construction associated with the construction of quad gates and gate-controlled pedestrian crossings at each location and implementation of quiet zones;
- I. Coordinate all of the above activities with DART;
- J. FWTAs shall be responsible for the costs of any audit, including any single audit required by OMB Circular A-133;
- K. FWTAs shall ensure that the project is completed in full compliance with all applicable laws, including the Davis-Bacon Act where applicable; and
- L. The above services will be done at FWTAs sole expense and cost.

Colleyville shall have the following obligations under this Agreement:

- A. Work together with FWTAs on any necessary design, construction and implementation of quiet zones in Colleyville;
- B. Solely to the extent of any future funding dedicated for the same, Colleyville will engage in cost participation in the design, construction and implementation of any newly constructed quiet zones and/or gate-controlled crossings in Colleyville on the Rail Corridor; and
- C. When agreed by the Parties, Colleyville will procure the design and construction contracts for implementation of the quiet zones.

III. Quiet Zone Maintenance

Responsibility for maintenance of all current and future quiet zones within Colleyville shall be apportioned as follows:

- A. Colleyville shall be solely responsible for the maintenance of its public roadway, and only that portion of the roadway falling outside of the transition slab areas as depicted in the Rail ROW Maintenance Delineation photograph, attached hereto as Exhibit "A". Colleyville's maintenance obligations under this section expressly exclude any/all equipment related to the operation of Rail Line, including, without limitation, all electronic detector loops and all other equipment embedded in the street pavement;
- B. Colleyville will be responsible for coordinating with FWTa when any non-emergency maintenance or repairs are to be performed to the public roadways within twenty-five feet (25') of the railroad track;
- C. FWTa, in connection with DART, shall be responsible for the maintenance and repair of all equipment related to the Rail Line and operation of the quiet zones other than the foregoing public roadway surfaces. FWTa's maintenance responsibility under this section includes, without limitation, all tracks, ballast, and related equipment between the transition slabs, the transition slabs, and all other equipment related to the signals and quad gates at the existing quiet zone locations. FWTa will be responsible for coordinating with Colleyville when any maintenance and/or repair work that will involve materially altering the City's public roadway surface or foundation;
- D. FWTa will be responsible for coordinating with DART, when such coordination is required to perform any maintenance or repairs to be performed by the Parties under this Agreement; and
- E. FWTa, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation owned by City on or about the Rail Line and any adjacent property owned by or under the control of City while performing its maintenance and repair obligations under this Agreement. If the failure to use reasonable care by FWTa, its employees or contractors results in damage to property owned by City, FWTa and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to City. If FWTa or its contractor fails or refuses to make such replacement, City shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of FWTa, which cost and expense FWTa agrees to pay to City upon written demand.

IV. Insurance and Indemnity

- A. Colleyville and FWTa shall provide sufficient insurance or self-insurance to meet the requirements of their respective obligations under this Agreement and both shall agree upon the amounts and types of coverage required. The City's insurance requirements shall be included in any construction contracts awarded to successful contractors.
- B. To the extent allowed by law and the Texas Constitution, with respect to any claim arising from the sole activities, responsibilities and obligations as defined in this Agreement of one of the parties to this Agreement, then such party whose activities gave rise to such claim shall hold harmless, assume the defense of, defend and indemnify the non- responsible party, its directors, council persons, officers, employees, agents, and assigns, as the case may be, for any and all causes of action, claims, damages, demands, liabilities, losses, obligations, costs or expenses suffered or incurred at any time during the term of this agreement, arising out of or from any accident or other injury or damage to personal property or real property, or other injury or death of an individual or individuals as a result of the negligent and/or willful or wanton actions or omissions or misconduct of the responsible party, and/or that party's officers, directors, council persons, officers, employees and agents.
- C. With regard to any claim or lawsuit arising from the joint or concurrent activities responsibilities and obligations of the parties to this Agreement, then a proportionate or percentage allocation of the handling and cost of the defense, settlement, satisfaction, payment or other resolution of such claim or lawsuit shall be determined by mutual agreement of the parties. Should the parties fail to reach such agreement, then their respective responsibilities (if any) shall be determined by the Texas law of proportionate responsibility under Chapter 33 of the TEX.CIV.PRAC.REM. CODE, as amended, and its successor provisions, or other statute or common law apportioning liability between joint tortfeasors, pursuant to a final judgment rendered by a court of appropriate jurisdiction. With regard to any claim or lawsuit that allege the damage or injury complained of is the result of the joint or concurrent activities of the parties, the parties agree to jointly defend such claim or lawsuit by means of a joint defense; provided, however, that nothing herein shall limit each respective party from settling or disposing of its own potential liability prior to or subsequent to the final adjudication of such claim or lawsuit. A settlement of a claim or lawsuit by one party shall not be binding upon the other party, absent that party's express prior written consent.

V. Miscellaneous

- A. Colleyville and FWTa will meet periodically as mutually agreed to coordinate the implementation and maintenance of the quiet zones identified in this Agreement.
- B. The Initial Term of this Agreement shall commence as of October 1, 2017, and end on

September 30, 2022. After the end of the Initial Term, the term of this Agreement shall automatically renew for periods of one (1) year each beginning on October 1 and ending on September 30 of the immediately following calendar year (each being a “Renewal Period”) unless terminated sooner pursuant to any one or more of the following terms:

1. This Agreement may be terminated by either Party effective on the last day of the Initial Term of any Renewal Period for any reason or no reason by giving written notice to the other Party not later than August 1st during the Initial Term or the then current Renewal Period, whichever is applicable; or
 2. Either Party may terminate this Agreement by providing not less than 180 days’ notice prior to the date of termination to the other Party, with or without any reason for such termination.
- C. It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.
- D. It is specifically understood and agreed that the relationship described in this Agreement is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Nor shall either party be liable for any debts or liabilities incurred by the other party for operations or activities not contemplated by this Agreement.
- E. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.
- F. This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.
- G. Any captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

- H. This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Tarrant County, Texas.
- I. 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 provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.
- J. If future federal, state or local statute, ordinance, regulation, rule or action render this Agreement or in part, illegal, invalid, unenforceable or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable and/or practical. Each section, paragraph or provision of this Agreement shall be considered severable, and if for any reason any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument. In the event that a future federal, state or local statute, ordinance, regulation, rule or action renders this Agreement in whole illegal, invalid, unenforceable or impractical and either one or both of the parties to this Agreement agree that it is impossible or impracticable to continue to the purpose of this Agreement, then, this Agreement, if not already terminated by operation of law, may be terminated by either party.
- K. If any party initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.
- L. All of the terms, conditions, warranties and representations contained in this Agreement shall survive, in accordance with their terms, and shall survive the execution hereof.
- M. It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this agreement shall not create any rights in parties not signatories hereto.

N. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If intended for City, to:

City of Colleyville, Texas
Attn: Jerry Ducay
City Manager
100 Main St
Colleyville, Texas 76034
817.503.1000

With a copy to:

Whitt L. Wyatt
City Attorney
Nichols, Jackson, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201
214.965.0010 – facsimile

If intended for FWTA, to:

Fort Worth Transportation Authority
Attn: Richard L. Ruddell
President/Executive Director
1600 E. Lancaster
Fort Worth, Texas 76102

With a Copy to:

General Counsel
Fort Worth Transportation Authority
1600 E. Lancaster
Fort Worth, Texas 76102

O. The parties deem the execution date of this Agreement to be the date on which the last of the parties hereto execute.

signatures on following page

SIGNED AND AGREED this _____ day of _____, 2017.

CITY OF COLLEYVILLE

By: _____
Jerry Ducay, City Manager

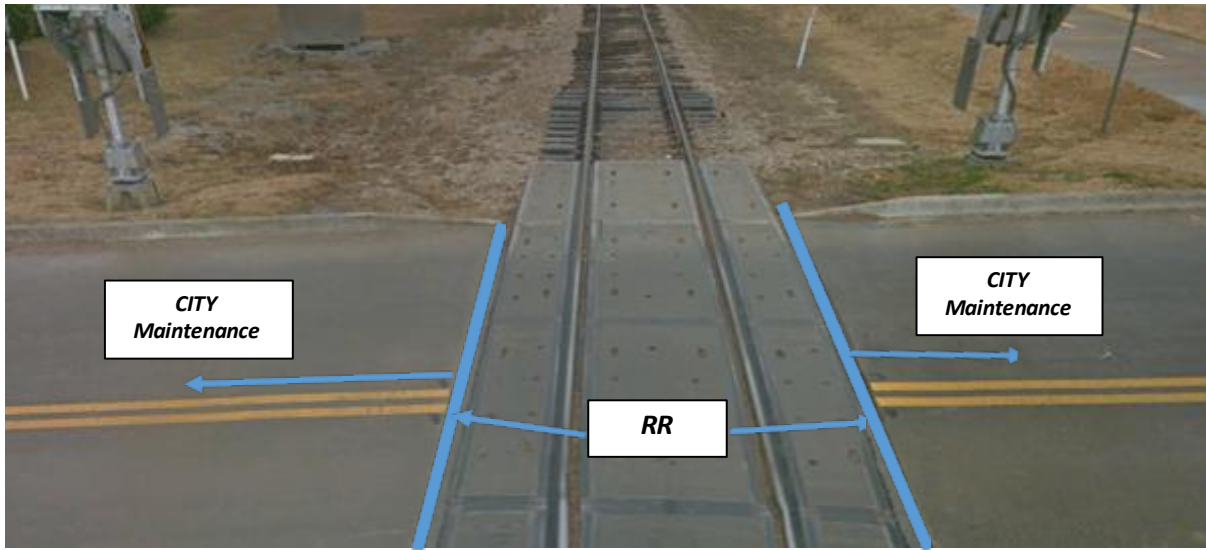
EXECUTED this _____ day of _____, 2017.

FORT WORTH TRANSPORTATION AUTHORITY

By: _____
Bob Baulsir, VP of Rail and Procurement

EXHIBIT A

Rail ROW Maintenance Delineation Photo

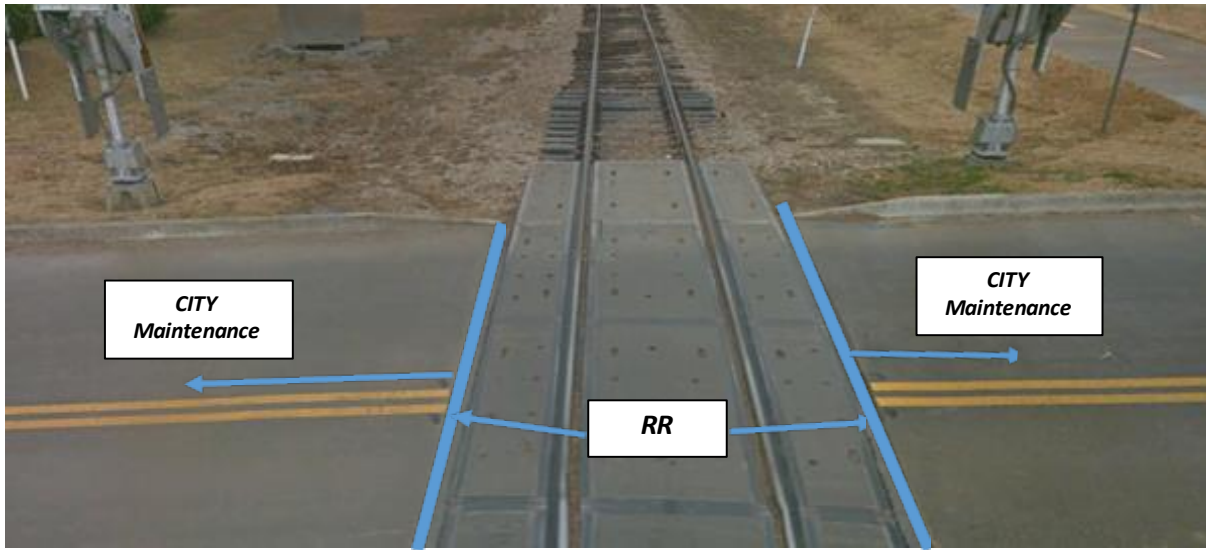


CITY means the City of Colleyville, Texas.

RR means FWTa, DART, and/or any other entity in possession and control of the railroad ROW areas generally depicted in the above photo.

EXHIBIT A

Rail ROW Maintenance Delineation Photo



CITY means the City of Colleyville, Texas.

RR means FWTa, DART, and/or any other entity in possession and control of the railroad ROW areas generally depicted in the above photo.

RESOLUTION R-18-4223

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH
THE FORT WORTH TRANSPORTATION AUTHORITY, (FWTA) FOR
QUIET ZONE IMPLEMENTATION AND MAINTENANCE AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Colleyville City Council desires to utilize partnerships to enhance efficiencies and minimize budgetary impacts to City services; and

WHEREAS, the City Council desires to enter into an Interlocal Agreement with the Fort Worth Transportation Authority for quiet zone implementation and maintenance.

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

Sec. 1. THAT the City Council hereby approves an Interlocal Agreement with the Fort Worth Transportation Authority for quiet zone implementation and maintenance, attached as Exhibit "A", and authorizes the city manager to execute the agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS
THE 16TH 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

Exhibit "A"

Interlocal Agreement by and between City of Colleyville and Fort Worth Transportation Authority for Quiet Zone Implementation and Maintenance

This Interlocal Agreement for Quiet Zone Implementation and Maintenance, hereinafter called "Agreement," is made by and between the City of Colleyville a Texas home rule city, hereinafter called "City" or "Colleyville," and the Fort Worth Transportation Authority, a political subdivision of the State of Texas created pursuant to Chapter 452 of the Transportation Code, hereinafter called "FWTA", (collectively referred to as the "Parties" or individually as "Party"), acting by and through their authorized representatives.

RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the Fort Worth Transportation Authority, a regional transportation authority and a political subdivision of the State of Texas, created and existing pursuant to Chapter 452 of the Transportation Code, and the City of Colleyville, a Texas home rule city, may exercise jointly the power to provide governmental services for the public health, safety and welfare; and

WHEREAS, pursuant to that certain *Quiet Zone Implementation Interlocal Agreement* effective October 22, 2012, between Colleyville and FWTA the "Prior ILA", FWTA is operating and maintaining a public rail transportation system within the Cotton Belt rail corridor within the City limits, ("the Rail Corridor") which is presently owned by Dallas Area Rapid Transit "DART"; and

WHEREAS, the Colleyville has fully satisfied its obligations under the Prior ILA related to grant funding in accordance with the terms of the Prior ILA, which has now expired; and

WHEREAS, the Parties hereby intend that this Agreement shall fully supersede and replace the Prior ILA; and

WHEREAS; Colleyville, for the benefit of its residents, desires to reduce noise and increase safety associated with operation of train service on the Cotton Belt rail line by eliminating train whistles through the implementation and maintenance of quiet zones and quad gates or non-mountable barriers along the Rail Corridor; and

WHEREAS; it is desirable and appropriate to have uniform implementation and maintenance of quiet zones along the Rail Corridor and other potential rail lines in the area; and

WHEREAS; Colleyville applied and received grant funding to design, build, and implement quiet zones in Colleyville along the Rail Corridor; and

WHEREAS; there may be additional quiet zones on the Cotton Belt and other rail lines utilized for commuter rail service; and

WHEREAS; it is desirable and appropriate to have uniform implementation of quiet zones on the

Cotton Belt Rail Corridor and other service lines in the area; and

WHEREAS; quiet zone implementation requires coordination among the city (ies) in which the railroad tracks are located, the Federal Railway Administration, hereinafter called the "FRA," the owner of the rail corridor (DART) and the involved railroads; and

WHEREAS; FWTA has the expertise to manage and oversee the design, construction, implementation and maintenance of quiet zones and is willing to assist Colleyville; and

WHEREAS; Colleyville desires to utilize FWTA's expertise in the management and oversight of the design, construction and implementation of quiet zones in Colleyville; and

WHEREAS; the FWTA desires to manage and oversee the design, construction, implementation and maintenance of quiet zones in Colleyville.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. Purpose

The purpose of this Agreement is to set forth the Parties' understanding and agreement regarding their respective obligations concerning the present and future quiet zones along the Rail Corridor within the City limits of the City of Colleyville, Texas.

II. Obligations of the Parties

FWTA shall have the following obligations under this Agreement:

- A. Work together with Colleyville on any necessary design, construction, and implementation of quiet zones in Colleyville, including the following existing quiet zones implemented under the Prior ILA:
 - 1. Bransford Road
 - 2. Pleasant Run Road, and
 - 3. John McCain Road;
- B. Maintain and repair all quiet zones in Colleyville in accordance with Article III of this Agreement;
- C. Provide draft Request(s) for Proposal for Colleyville to solicit qualified design and consulting firms to undertake the diagnostic analysis and design necessary for construction of any additional quiet zones to be constructed in Colleyville, including gate-controlled pedestrian crossings for any existing quiet zone location on the Cotton Belt Rail Corridor;

- D. Evaluate and procure the design and consulting firms who submit proposals under this Agreement. Such procurement shall be in full accordance with FWTAs procurement policies and applicable law;
- E. Manage the selected design and consulting firms in the preparation of any design packages for bidding;
- F. Assist the selected firm(s) and coordinate with all stakeholders, including the FRA, TXDOT, DART and FWWR on all issues related to the design, permitting and construction of quad gate and gate controlled pedestrian crossings at all quiet zone locations;
- G. Issue the appropriate design packages for the construction and implementation contracts for the quiet zones;
- H. Provide construction management services for any construction associated with the construction of quad gates and gate-controlled pedestrian crossings at each location and implementation of quiet zones;
- I. Coordinate all of the above activities with DART;
- J. FWTAs shall be responsible for the costs of any audit, including any single audit required by OMB Circular A-133;
- K. FWTAs shall ensure that the project is completed in full compliance with all applicable laws, including the Davis-Bacon Act where applicable; and
- L. The above services will be done at FWTAs sole expense and cost.

Colleyville shall have the following obligations under this Agreement:

- A. Work together with FWTAs on any necessary design, construction and implementation of quiet zones in Colleyville;
- B. Solely to the extent of any future funding dedicated for the same, Colleyville will engage in cost participation in the design, construction and implementation of any newly constructed quiet zones and/or gate-controlled crossings in Colleyville on the Rail Corridor; and
- C. When agreed by the Parties, Colleyville will procure the design and construction contracts for implementation of the quiet zones.

III. Quiet Zone Maintenance

Responsibility for maintenance of all current and future quiet zones within Colleyville shall be apportioned as follows:

- A. Colleyville shall be solely responsible for the maintenance of its public roadway, and only that portion of the roadway falling outside of the transition slab areas as depicted in the Rail ROW Maintenance Delineation photograph, attached hereto as Exhibit "A". Colleyville's maintenance obligations under this section expressly exclude any/all equipment related to the operation of Rail Line, including, without limitation, all electronic detector loops and all other equipment embedded in the street pavement;
- B. Colleyville will be responsible for coordinating with FWTa when any non-emergency maintenance or repairs are to be performed to the public roadways within twenty-five feet (25') of the railroad track;
- C. FWTa, in connection with DART, shall be responsible for the maintenance and repair of all equipment related to the Rail Line and operation of the quiet zones other than the foregoing public roadway surfaces. FWTa's maintenance responsibility under this section includes, without limitation, all tracks, ballast, and related equipment between the transition slabs, the transition slabs, and all other equipment related to the signals and quad gates at the existing quiet zone locations. FWTa will be responsible for coordinating with Colleyville when any maintenance and/or repair work that will involve materially altering the City's public roadway surface or foundation;
- D. FWTa will be responsible for coordinating with DART, when such coordination is required to perform any maintenance or repairs to be performed by the Parties under this Agreement; and
- E. FWTa, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation owned by City on or about the Rail Line and any adjacent property owned by or under the control of City while performing its maintenance and repair obligations under this Agreement. If the failure to use reasonable care by FWTa, its employees or contractors results in damage to property owned by City, FWTa and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to City. If FWTa or its contractor fails or refuses to make such replacement, City shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of FWTa, which cost and expense FWTa agrees to pay to City upon written demand.

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- A. Colleyville and FWTa shall provide sufficient insurance or self-insurance to meet the requirements of their respective obligations under this Agreement and both shall agree upon the amounts and types of coverage required. The City's insurance requirements shall be included in any construction contracts awarded to successful contractors.
- B. To the extent allowed by law and the Texas Constitution, with respect to any claim arising from the sole activities, responsibilities and obligations as defined in this Agreement of one of the parties to this Agreement, then such party whose activities gave rise to such claim shall hold harmless, assume the defense of, defend and indemnify the non- responsible party, its directors, council persons, officers, employees, agents, and assigns, as the case may be, for any and all causes of action, claims, damages, demands, liabilities, losses, obligations, costs or expenses suffered or incurred at any time during the term of this agreement, arising out of or from any accident or other injury or damage to personal property or real property, or other injury or death of an individual or individuals as a result of the negligent and/or willful or wanton actions or omissions or misconduct of the responsible party, and/or that party's officers, directors, council persons, officers, employees and agents.
- C. With regard to any claim or lawsuit arising from the joint or concurrent activities responsibilities and obligations of the parties to this Agreement, then a proportionate or percentage allocation of the handling and cost of the defense, settlement, satisfaction, payment or other resolution of such claim or lawsuit shall be determined by mutual agreement of the parties. Should the parties fail to reach such agreement, then their respective responsibilities (if any) shall be determined by the Texas law of proportionate responsibility under Chapter 33 of the TEX.CIV.PRAC.REM. CODE, as amended, and its successor provisions, or other statute or common law apportioning liability between joint tortfeasors, pursuant to a final judgment rendered by a court of appropriate jurisdiction. With regard to any claim or lawsuit that allege the damage or injury complained of is the result of the joint or concurrent activities of the parties, the parties agree to jointly defend such claim or lawsuit by means of a joint defense; provided, however, that nothing herein shall limit each respective party from settling or disposing of its own potential liability prior to or subsequent to the final adjudication of such claim or lawsuit. A settlement of a claim or lawsuit by one party shall not be binding upon the other party, absent that party's express prior written consent.

V. Miscellaneous

- A. Colleyville and FWTa will meet periodically as mutually agreed to coordinate the implementation and maintenance of the quiet zones identified in this Agreement.
- B. The Initial Term of this Agreement shall commence as of October 1, 2017, and end on

September 30, 2022. After the end of the Initial Term, the term of this Agreement shall automatically renew for periods of one (1) year each beginning on October 1 and ending on September 30 of the immediately following calendar year (each being a “Renewal Period”) unless terminated sooner pursuant to any one or more of the following terms:

1. This Agreement may be terminated by either Party effective on the last day of the Initial Term of any Renewal Period for any reason or no reason by giving written notice to the other Party not later than August 1st during the Initial Term or the then current Renewal Period, whichever is applicable; or
 2. Either Party may terminate this Agreement by providing not less than 180 days’ notice prior to the date of termination to the other Party, with or without any reason for such termination.
- C. It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.
- D. It is specifically understood and agreed that the relationship described in this Agreement is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Nor shall either party be liable for any debts or liabilities incurred by the other party for operations or activities not contemplated by this Agreement.
- E. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.
- F. This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.
- G. Any captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

- H. This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Tarrant County, Texas.
- I. 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 provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.
- J. If future federal, state or local statute, ordinance, regulation, rule or action render this Agreement or in part, illegal, invalid, unenforceable or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable and/or practical. Each section, paragraph or provision of this Agreement shall be considered severable, and if for any reason any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument. In the event that a future federal, state or local statute, ordinance, regulation, rule or action renders this Agreement in whole illegal, invalid, unenforceable or impractical and either one or both of the parties to this Agreement agree that it is impossible or impracticable to continue to the purpose of this Agreement, then, this Agreement, if not already terminated by operation of law, may be terminated by either party.
- K. If any party initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.
- L. All of the terms, conditions, warranties and representations contained in this Agreement shall survive, in accordance with their terms, and shall survive the execution hereof.
- M. It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this agreement shall not create any rights in parties not signatories hereto.

N. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If intended for City, to:

City of Colleyville, Texas
Attn: Jerry Ducay
City Manager
100 Main St
Colleyville, Texas 76034
817.503.1000

With a copy to:

Whitt L. Wyatt
City Attorney
Nichols, Jackson, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201
214.965.0010 – facsimile

If intended for FWTA, to:

Fort Worth Transportation Authority
Attn: Richard L. Ruddell
President/Executive Director
1600 E. Lancaster
Fort Worth, Texas 76102

With a Copy to:

General Counsel
Fort Worth Transportation Authority
1600 E. Lancaster
Fort Worth, Texas 76102

O. The parties deem the execution date of this Agreement to be the date on which the last of the parties hereto execute.

signatures on following page

SIGNED AND AGREED this _____ day of _____, 2017.

CITY OF COLLEYVILLE

By: _____
Jerry Ducay, City Manager

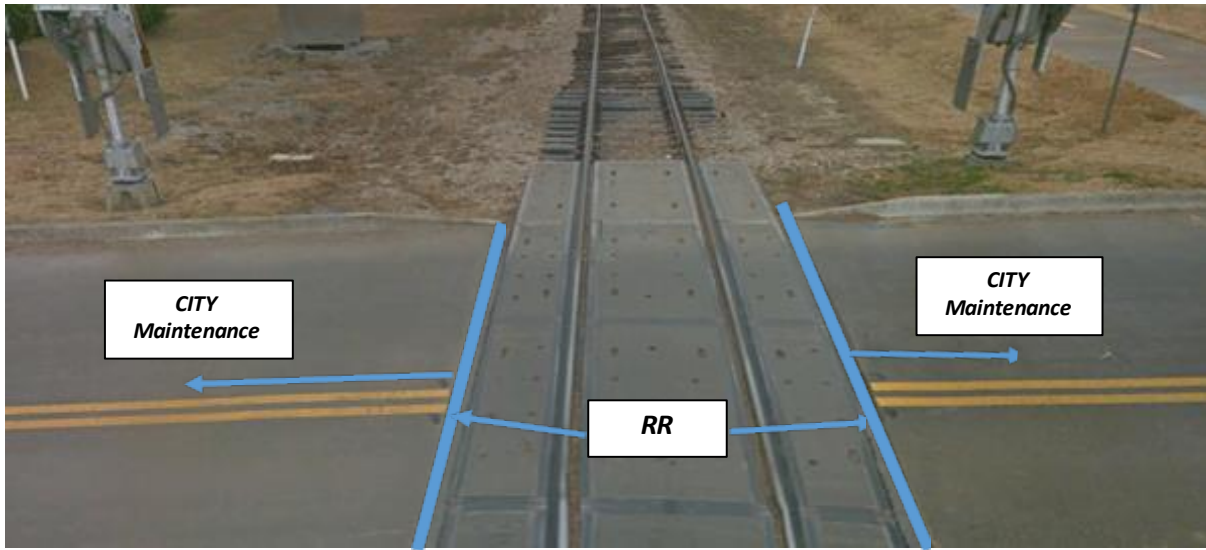
EXECUTED this _____ day of _____, 2017.

FORT WORTH TRANSPORTATION AUTHORITY

By: _____
Bob Baulsir, VP of Rail and Procurement

EXHIBIT A

Rail ROW Maintenance Delineation Photo



CITY means the City of Colleyville, Texas.

RR means FWTa, DART, and/or any other entity in possession and control of the railroad ROW areas generally depicted in the above photo.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 01/16/2018

Number Resolution R-18-4224

Type Resolution

Department City Manager

Title

Approval of a lease agreement for office space between the Colleyville Chamber of Commerce and the City of Colleyville and authorizing the City Manager to enter into the agreement

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

At the January 10, 2018 City Council Worksession, a lease agreement between the Colleyville Chamber of Commerce and the City was discussed. The City Council directed staff to bring the agreement forward at the January 16, 2018 City Council meeting.

The attached proposed resolution will approve the lease agreement as provided as Attachment "A" to the resolution.

Financial Impact

The City of Colleyville will provide an in-kind contribution to the Colleyville Chamber of Commerce valued at approximately \$16,000 per a one-year lease.

Recommendation

Approve

Attachments

1. Resolution R-18-4224

RESOLUTION R-18-4224

**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE
CITY OF COLLEYVILLE AND THE
COLLEYVILLE CHAMBER OF COMMERCE
FOR LEASE OF CERTAIN CITY HALL PREMISES AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Colleyville City Council desires to utilize partnerships to enhance efficiencies and promote economic development and the local economy within the City; and

WHEREAS, the City Council desires to enter into a Lease Agreement with the Colleyville Chamber of Commerce who desires to lease office space from the City of Colleyville.

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

Sec. 1. THAT the City Council hereby approves the Lease Agreement, attached as Exhibit "A", and authorizes the city manager to execute the agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS
THE 16TH 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

Exhibit "A"

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

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 attorney 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 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 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 _____, 2018.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay
City Manager

ATTEST

Christine Loven
City Secretary

APPROVED AS TO FORM

Whitt L. Wyatt
City Attorney

SIGNED AND AGREED this ____ day of _____, 2018.

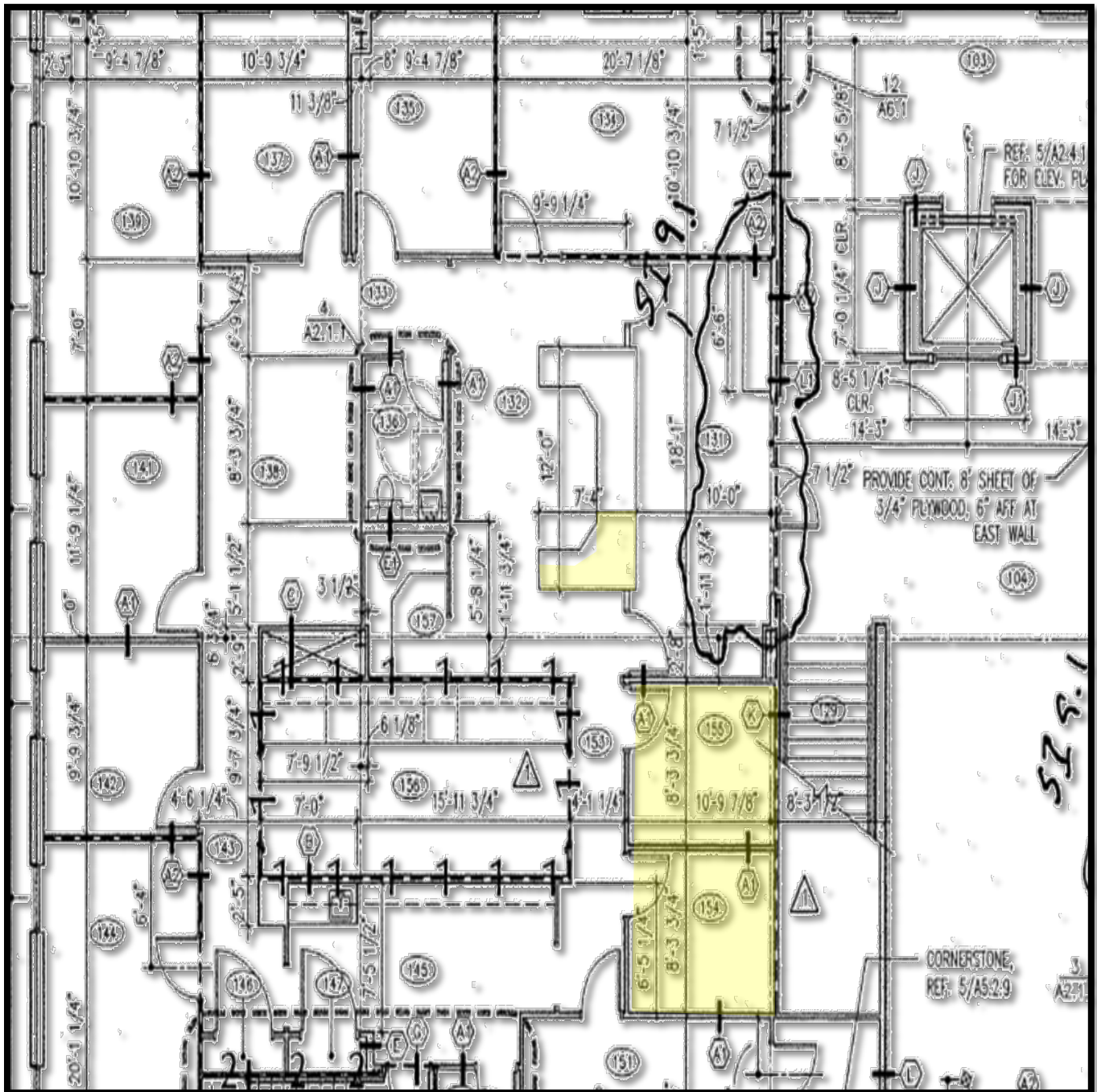
COLLEYVILLE CHAMBER OF COMMERCE

By: _____

Title: _____

Name: _____

Exhibit "A"
Office Space: City Hall Complex





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c

Agenda Date 01/16/2018

Number Resolution R-18-4225

Type Resolution

Department City Secretary

Title

Consideration of an appointment to the Planning and Zoning Commission

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

This item provides for City Council to consider making an appointment to the Planning and Zoning Commission to fill a vacancy created when Place 2 Commissioner Chris Putnam resigned. The Place 2 unexpired term is to September 2018.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Planning and Zoning Commission roster
2. Resolution R-18-4225

PLANNING AND ZONING COMMISSION

PLACE 1

Susan Mathisen

317 Chestnut Bend
Colleyville, TX 76034

W: (817) 983-1620

smathisencpa@gmail.com

TERM: Sep 2016 - Sep 2018

PLACE 2

Chris Putnam

204 White Drive
Colleyville, TX 76034

H: (817) 427-1925

madtexan@verizon.net

TERM: Sep 2016 - Sep 2018

PLACE 3 -VICE CHAIR

Sam van Bever

4105 Crest Court
Colleyville, TX 76034

W: (214) 403-1445

H: (817) 427-4105

Slv4105@gmail.com

TERM: Sep 2016 - Sep 2018

PLACE 4

Veronica Baughman

6505 Connie Lane
Colleyville, TX 76034

H: (817) 707-6844

veronica@sellsdfw.com

TERM: Sep 2016 - Sep 2018

PLACE 5

Charles Kelley

705 Hillside Drive
Colleyville, TX 76034

H: (817) 235-7883

ckelleycolleyville@chuck-kelley.com

TERM: Oct 2017 - Sep 2019

PLACE 6

Claudia Bevill

119 Cheek-Sparger Road
Colleyville, TX 76034

H: 817-849-1360

ckbevill@hotmail.com

TERM: Oct 2017 - Sep 2019

PLACE 7

Jason Elms

801 Shelton Drive
Colleyville, TX 76034

W: (214) 420-8494

H: (817) 808-7275

JElms@pape-dawson.com

TERM: Oct 2017- Sep 2019

RESOLUTION R-18-4225

**A RESOLUTION APPOINTING MEMBERS TO THE
PLANNING AND ZONING COMMISSION**

WHEREAS, a vacancy due to resignation has occurred on the Planning and Zoning Commission and Place 2 has an unexpired term to September 2018.

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

Sec. 1. THAT the Colleyville City Council hereby appoints the following person to fill the unexpired term to September 2018:

- _____ Place 2

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 16TH 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number
Type Report
Department Finance

Agenda Date 01/16/2018

Number 7

Title

Monthly Financial Report - December 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 December 31, 2017, the General fund collected \$8,542,592 in revenues and incurred \$4,840,615 in expenditures.

Ad Valorem taxes, franchise fees and sales taxes account for more than 84% of the General fund's budgeted revenues.

- **Ad Valorem Taxes:**

The city collected \$7,121,062 out of the \$14,322,575 budgeted for ad valorem taxes, including penalty and interest. The reported revenue is 13.91% above the revenue reported for the same period last year.

- **Franchise Fees Revenue:**

The city collected \$179,182 out of the \$2,070,000 budgeted for franchise fees. The reported revenue is 4.21% below the revenue reported for the same period last year.

- **Sales Tax Revenue:**

The city collected \$326,410 out of the \$3,800,000 budgeted sales tax revenue. The reported revenue is 9.89% above the revenue reported for the same period last year. The reported amount includes the Mixed Beverage Taxes.

Utility Fund

As of December 31, 2017, the utility fund collected \$3,971,842 in revenues and incurred \$2,879,260 in expenditures.

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

- **Water Sales:**

The city collected \$2,882,017 out of the \$11,195,957 budgeted for water sales. The reported revenue is 5.93% above the revenue reported for the same period last year.

- **Wastewater Sales:**

The city collected \$967,420 out of the \$4,024,060 budgeted for wastewater sales. The reported revenue is 2.23% above the revenue reported for the same period last year.

Debt Service Fund

As of December 31, 2017, the Debt service fund collected \$401,907 out of the budgeted revenues and transfers from other funds of \$1,854,412 and expended \$165,324 out of its budgeted expenses of \$1,979,412. The reported revenue is 19.63% above the revenue reported for the same period last year.

Drainage Fees Fund

As of December 31, 2017, the Drainage fees fund spent \$120,930 out of its \$1,481,362 expense budget and received \$249,705 out of the \$961,880 budgeted revenues. The reported revenue is 3.31% above the revenue reported for the same period last year.

Attachments

1. December 2017 Monthly Financial Report Presentation
2. December 2017 Monthly Financial Report

December Monthly Financial Report

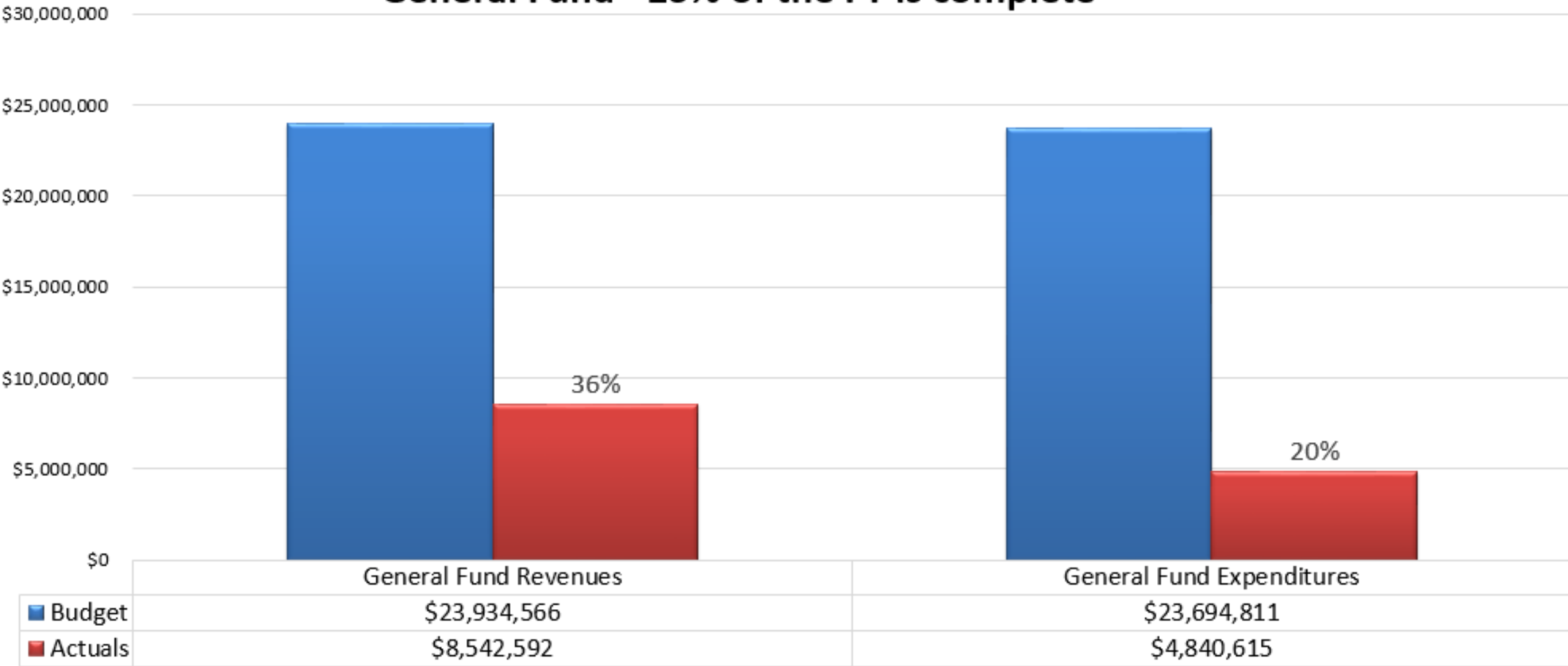
City Council Meeting
January 16, 2018

General Fund

General Fund Snapshot



General Fund - 25% of the FY is complete

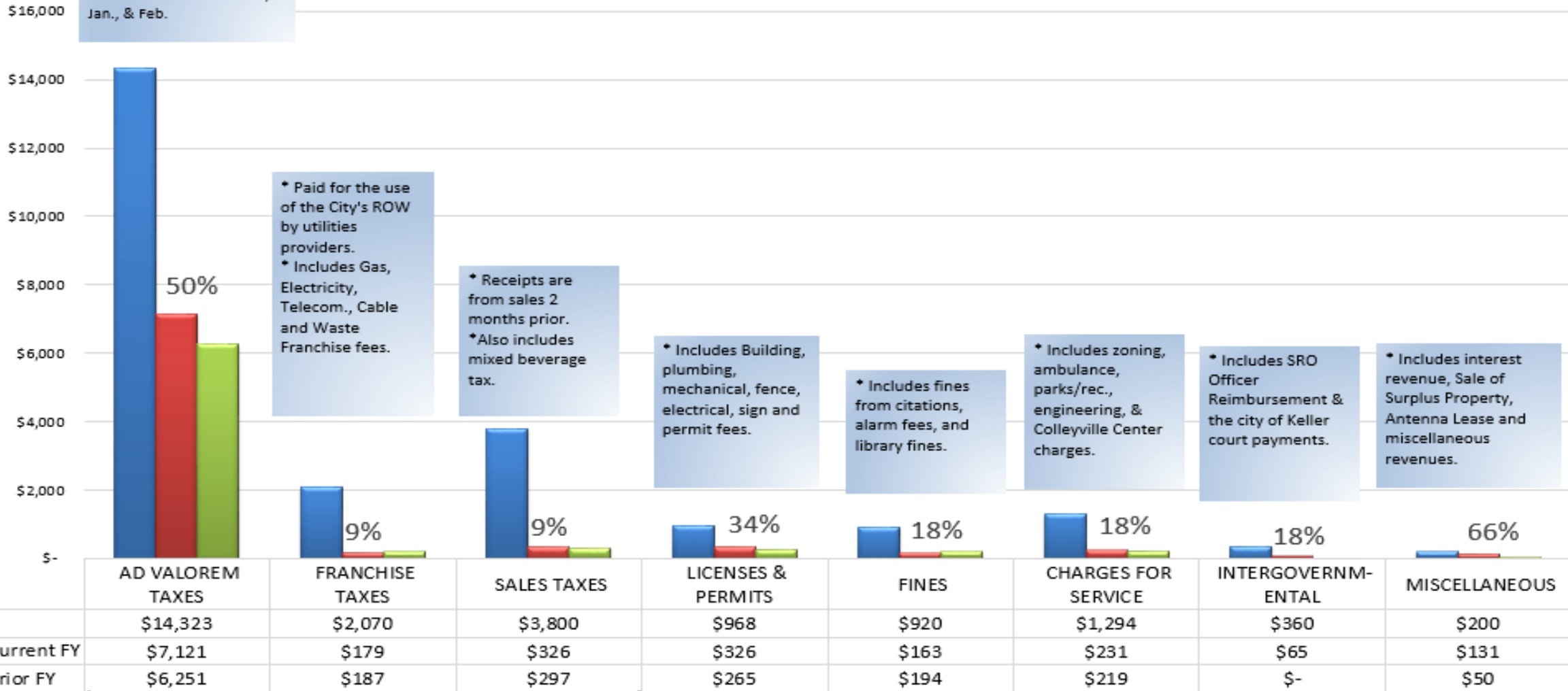


General Fund Revenues

General Fund Revenues (In Thousands) - 25% of the FY is complete

* Based on 2017 property values.
* Most collections in Dec., Jan., & Feb.

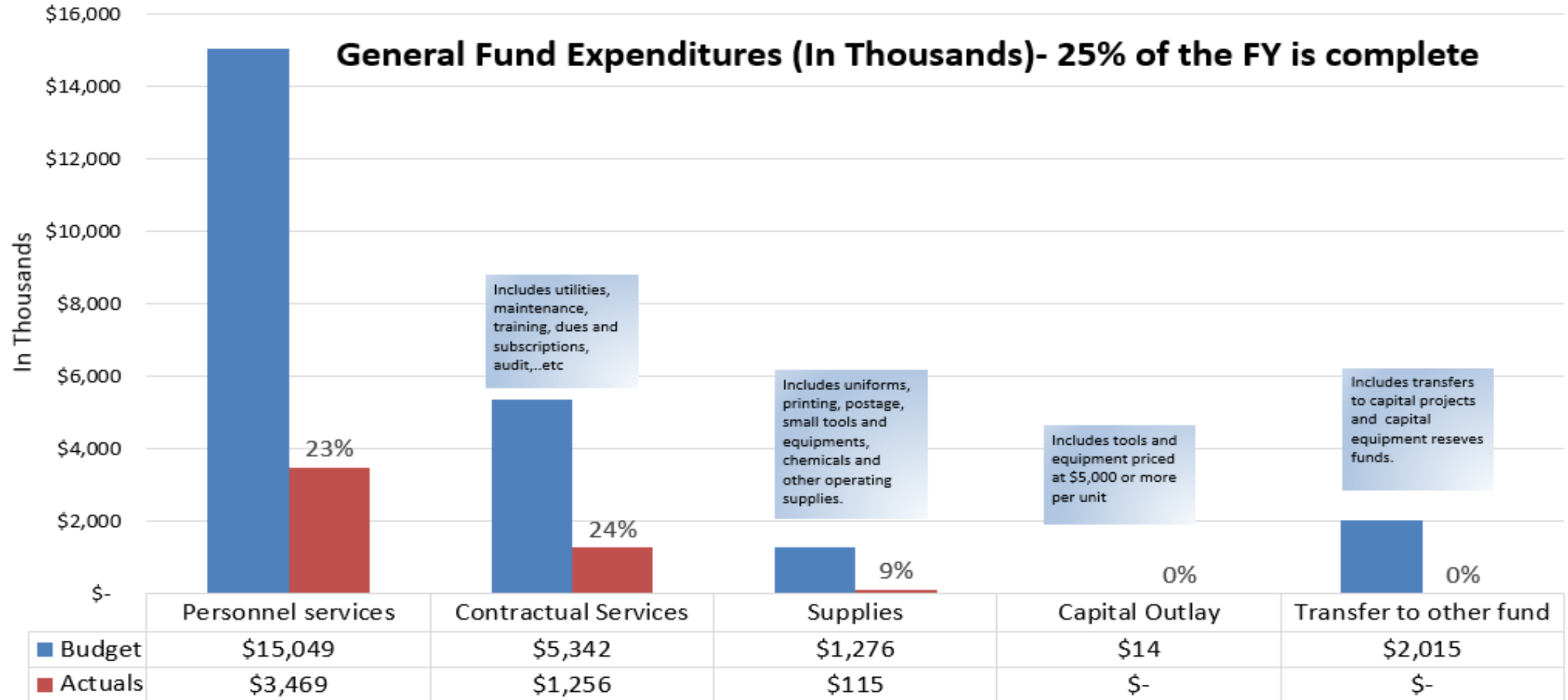
In Thousands



84% of the General Fund budget

General Fund Expenditures

General Fund Expenditures (In Thousands)- 25% of the FY is complete

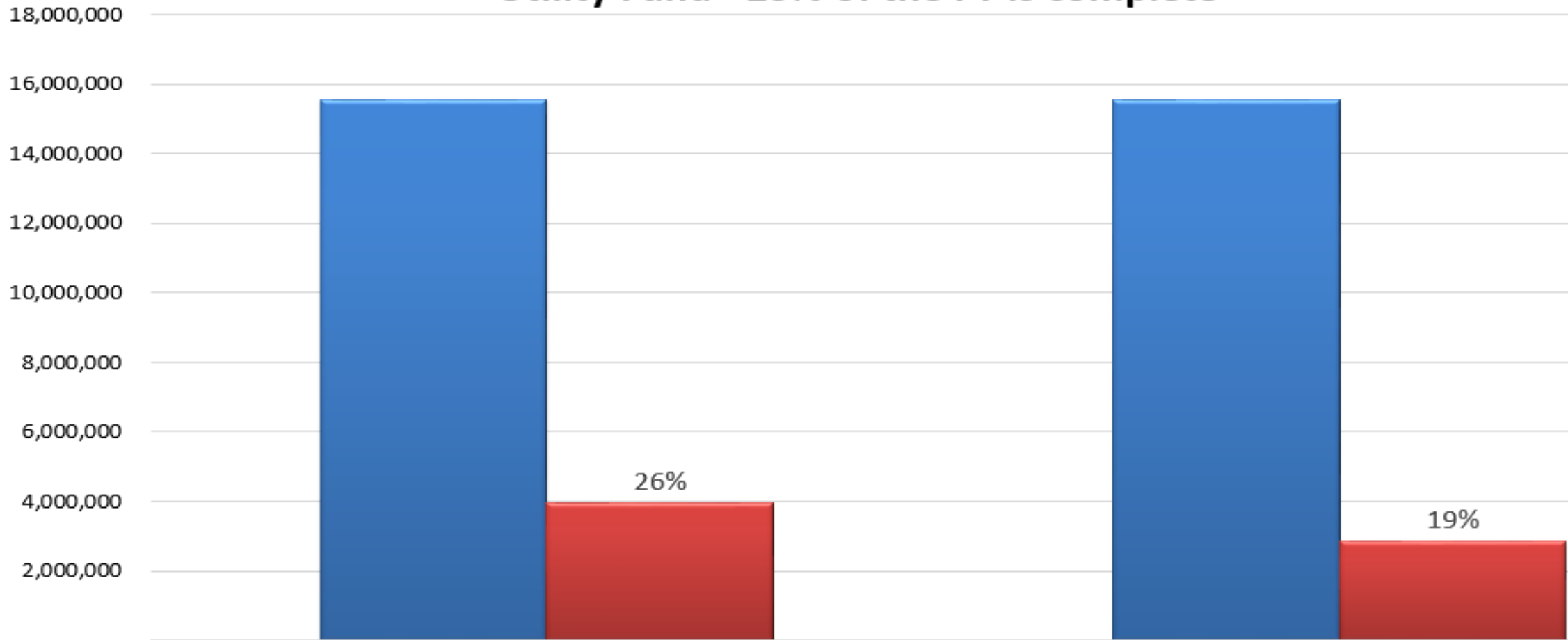


Utility Fund

Utility Fund Snapshot



Utility Fund - 25% of the FY is complete



■ Budget
■ Actuals

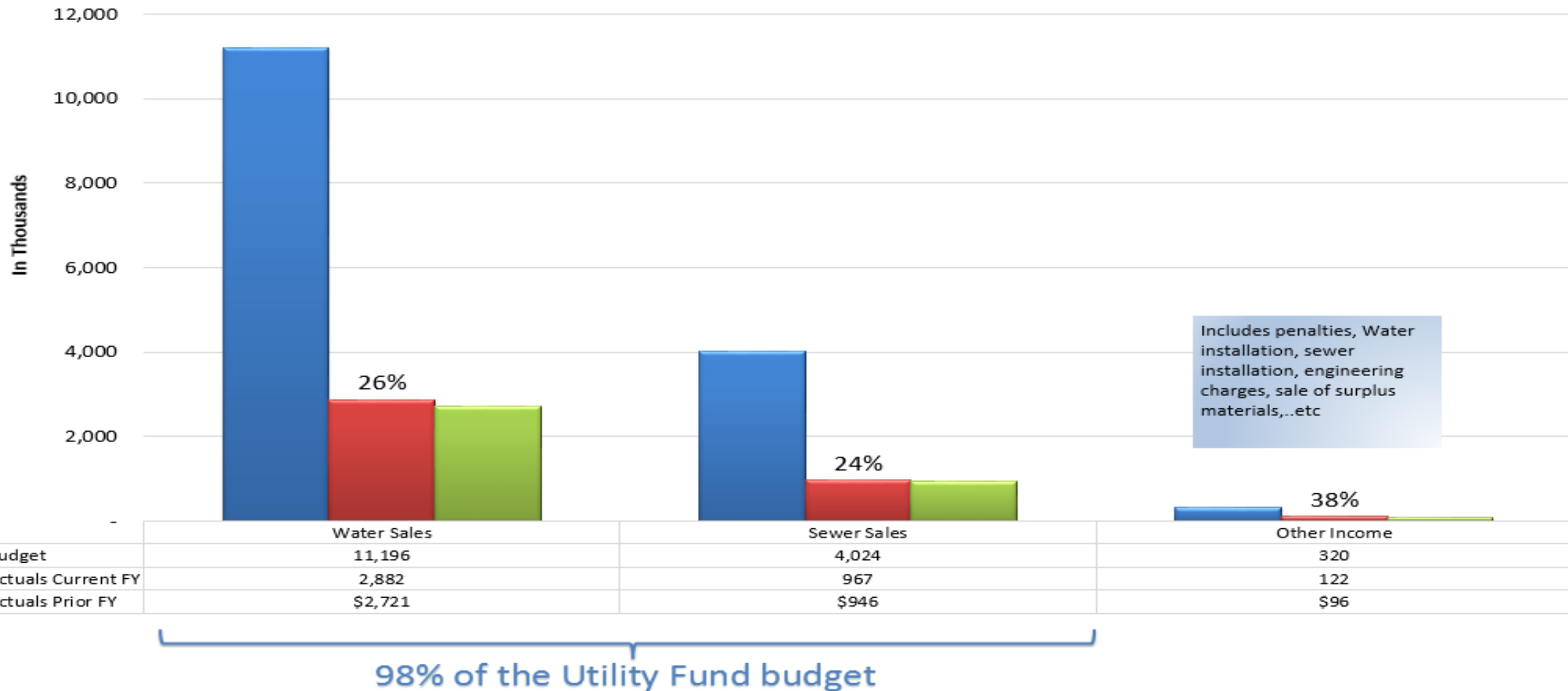
Revenues
15,540,017
3,971,842

Expenditures
15,526,542
2,879,260

Utility Fund Revenues



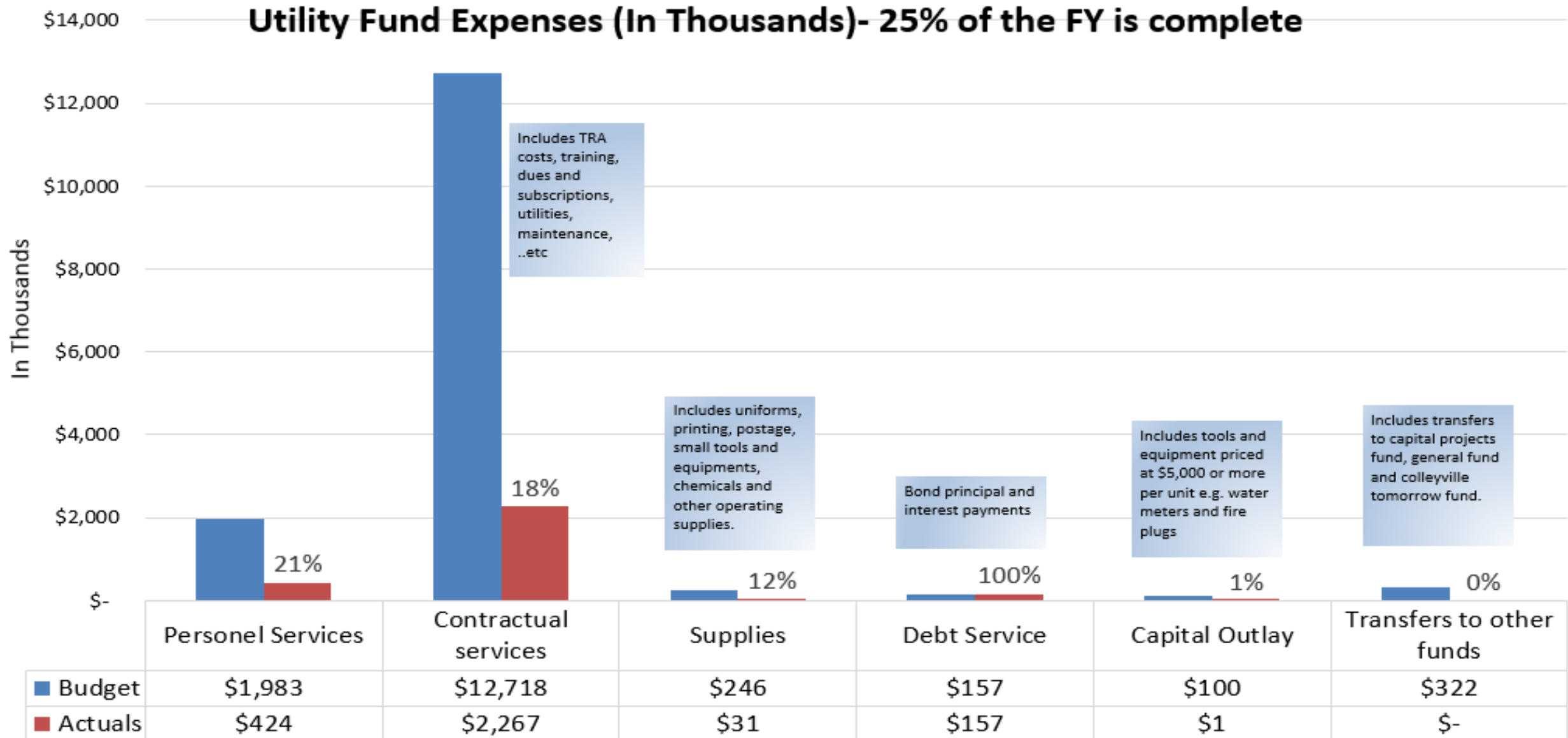
Utility Fund Revenues (In Thousands)- 25% of the FY is complete



Utility Fund Expenses



Utility Fund Expenses (In Thousands)- 25% of the FY is complete

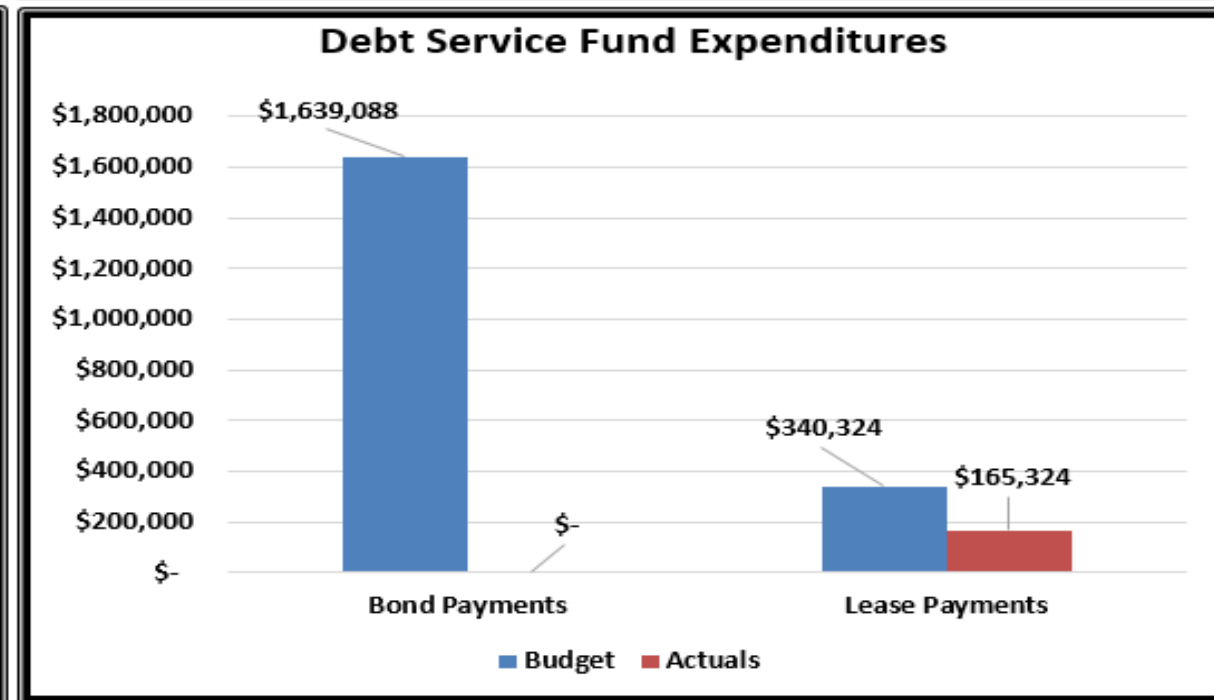
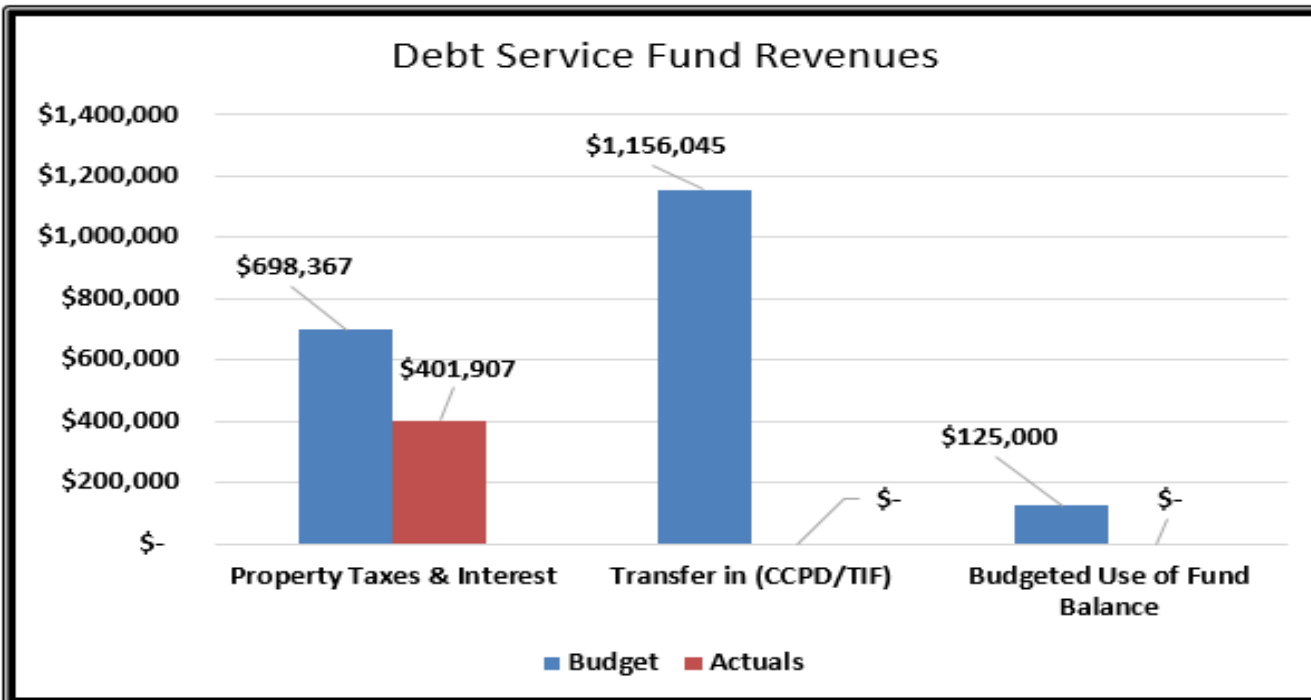
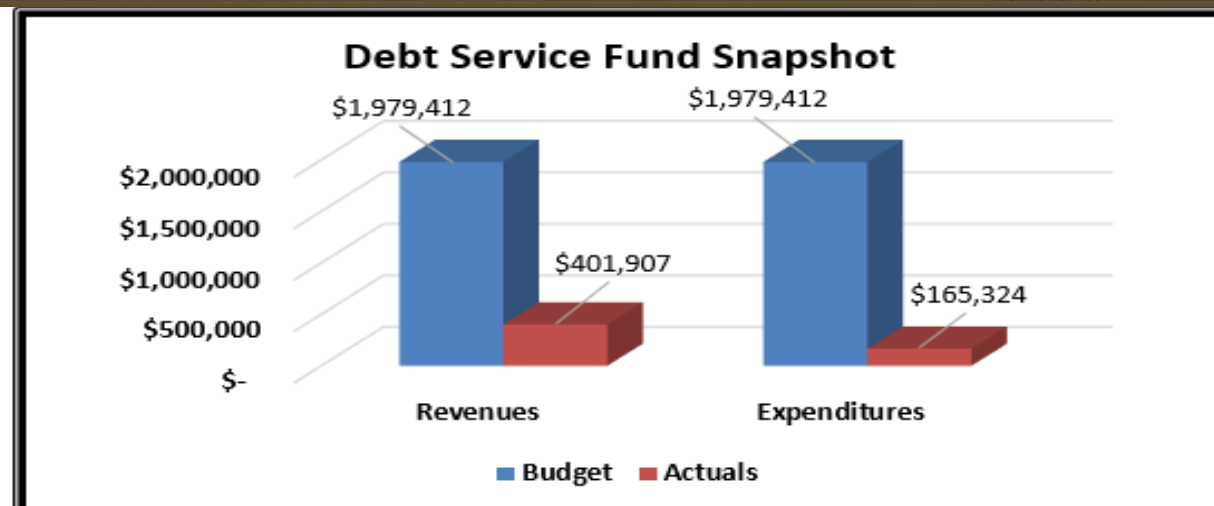


Debt Service Fund

Debt Service Fund



Debt Service Fund	Budget	Actuals
Revenues:		
Ad Valorem Taxes & Interest	\$ 698,367	\$ 401,907
Transfer In from other funds	\$ 1,156,045	\$ -
Budgeted Use of Fund Balance	\$ 125,000	\$ -
Total Revenues	\$ 1,979,412	\$ 401,907
Expenditures:		
Bond payments	\$ 1,639,088	\$ -
Lease Payments	\$ 340,324	\$ 165,324
Total Expenditures	\$ 1,979,412	\$ 165,324
Revenues Over (Under) Expenditures	\$ -	\$ 236,583

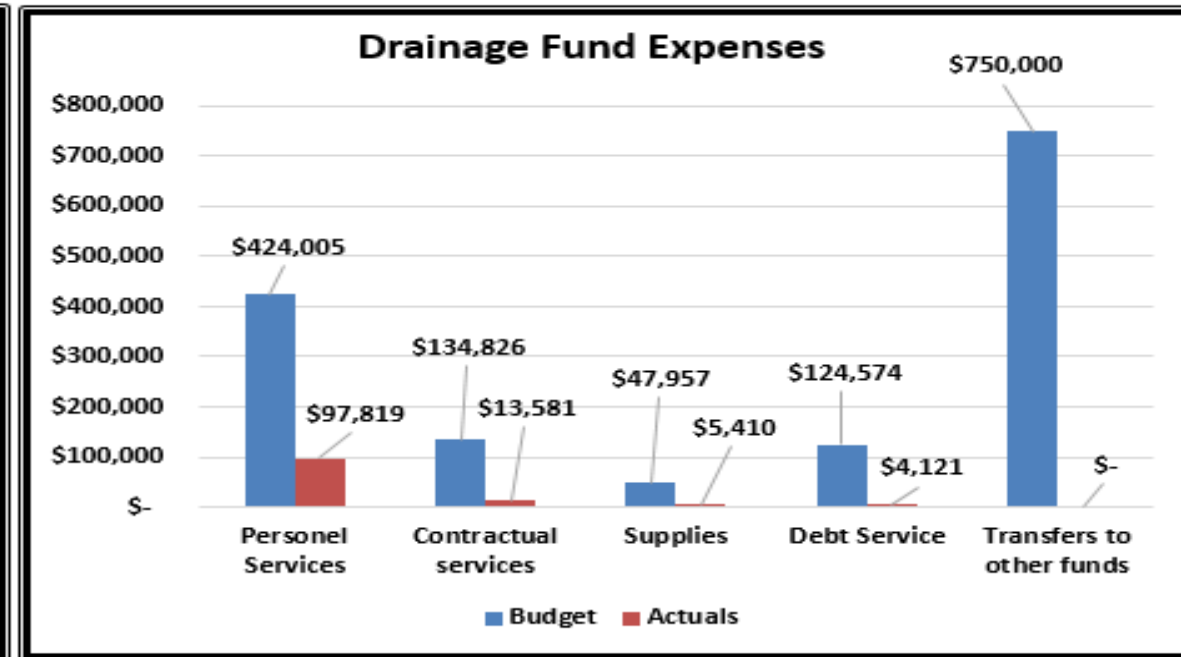
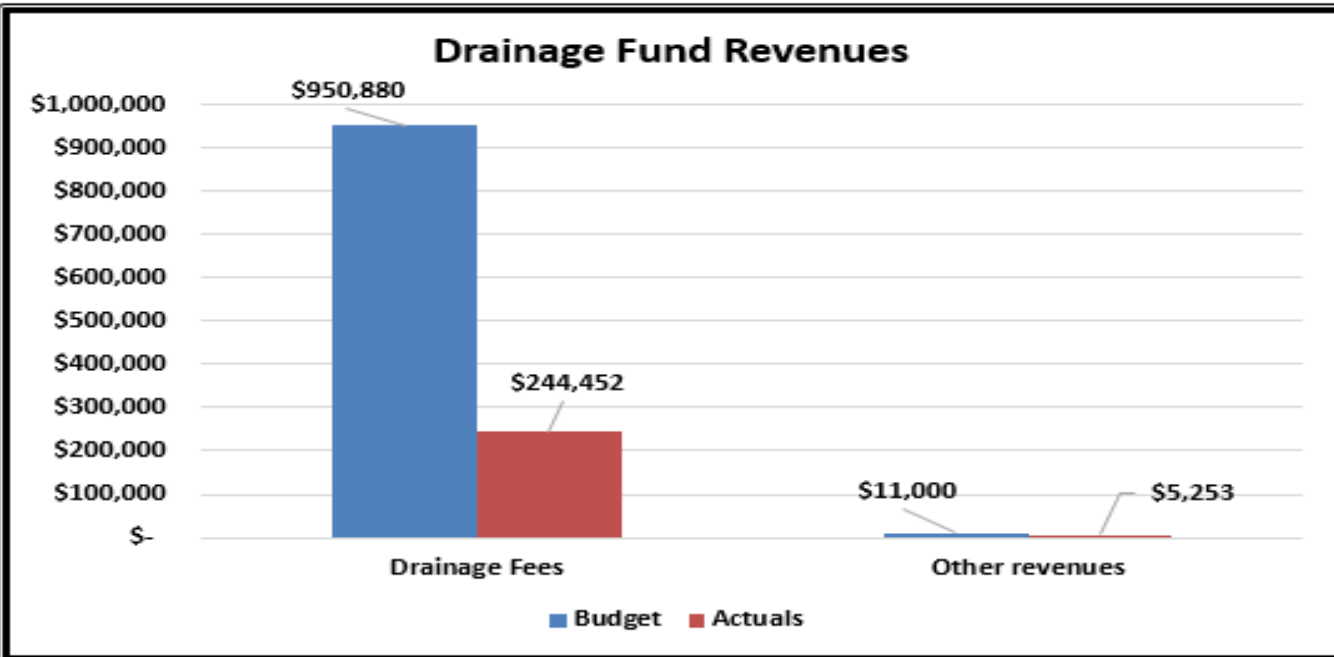
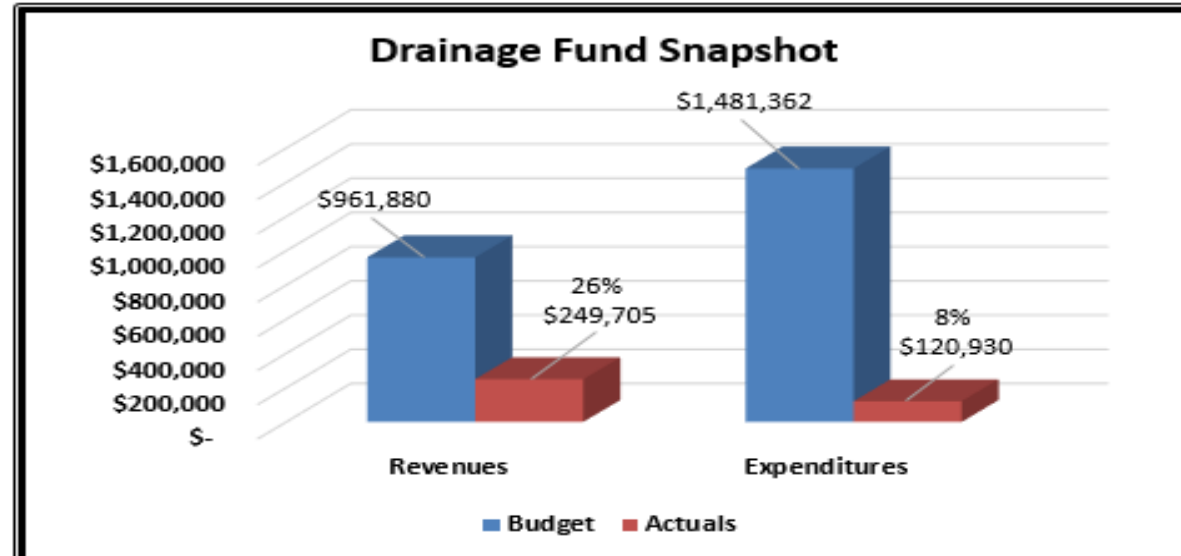


Drainage Fee Fund

Drainage Fee Fund



Drainage Fund	Budget	Actuals
Revenues:		
Drainage Fees	\$ 950,880	\$ 244,452
Other revenues	\$ 11,000	\$ 5,253
Total Revenues	\$ 961,880	\$ 249,705
Expenses:		
Personel Services	\$ 424,005	\$ 97,819
Contractual services	\$ 134,826	\$ 13,581
Supplies	\$ 47,957	\$ 5,410
Debt Service	\$ 124,574	\$ 4,121
Transfers to other funds	\$ 750,000	\$ -
Total Expenses	\$ 1,481,362	\$ 120,930
Revenues Over (Under) Expenses	\$ (519,482)	\$ 128,775



City of Colleyville
General Fund Monthly Financial Report
As of 12/31/2017 - End of 25.00% of the Fiscal Year

GENERAL FUND		ACTIVITY	
	FY 2018	FY 2018 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		12/31/2017	USED
Revenues	23,934,566	8,542,592	35.69%
Expenditures	23,694,811	\$4,840,615	20.43%
Revenues over expenditures	\$239,755	\$3,701,977	

GENERAL FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		12/31/2017	RECEIVED	YEAR END BAL	12/31/2016	PRIOR YEAR
Current Taxes	14,242,575	7,089,582	49.78%	38.03%	6,247,518	13.48%
Delinquent Taxes	25,000	26,829	107.31%	38.38%	-	0.00%
Penalty & Interest	55,000	4,652	8.46%	7.90%	3,793	22.64%
TOTAL AD VALOREM TAXES	14,322,575	7,121,062	49.72%	37.73%	6,251,311	13.91%
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%	28.08%	18,995	-1.93%
Refuse/Recycling	160,000	31,151	19.47%	20.12%	30,192	3.18%
Cable TV	475,000	114,755	24.16%	23.44%	122,196	-6.09%
TOTAL FRANCHISE TAXES	2,070,000	179,182	8.66%	8.66%	187,053	-4.21%
Sales Tax	3,700,000	297,513	8.04%	7.07%	269,274	10.49%
Mixed Beverage Tax	100,000	28,897	28.90%	26.48%	27,755	4.11%
TOTAL SALES TAXES	3,800,000	326,410	8.59%	7.62%	297,029	9.89%
Building	625,000	227,317	36.37%	24.74%	166,876	36.22%
Plumbing	72,000	17,243	23.95%	25.86%	14,814	16.39%
Mechanical	48,000	11,472	23.90%	21.91%	11,084	3.50%
Electrical	51,000	19,168	37.58%	25.01%	14,468	32.49%
City License	26,000	9,400	36.15%	17.85%	12,100	-22.31%
Building Plan Review Fee	88,000	28,621	32.52%	26.47%	25,789	10.98%
New Business	7,400	2,000	27.03%	17.67%	2,210	-9.50%
Sign Permit	8,000	1,550	19.38%	24.68%	2,185	-29.06%
Fence Permit	15,000	2,625	17.50%	22.47%	5,900	-55.51%
Fire Permits	8,000	2,210	27.63%	19.32%	2,015	9.68%
Irrigation Permit	20,000	4,362	21.81%	23.93%	7,097	-38.54%
TOTAL LICENSES & PERMITS	968,400	325,967	33.66%	24.15%	264,538	23.22%

GENERAL FUND - CONTINUED		RECEIVED FY 2018 YTD AS OF 12/31/2017	PERCENT OF BUDGET RECEIVED	AVERAGE ACTUAL YTD BALANCE AS A PERCENT OF YEAR END BAL	RECEIVED FY 2017 YTD AS OF 12/31/2016	PERCENT CHANGE OVER PRIOR YEAR
REVENUE SOURCE	FY 2018 BUDGET					
Court Fines	850,000	150,419	17.70%	20.58%	184,231	-18.35%
Alarm Fees	53,000	7,749	14.62%	12.86%	6,449	20.16%
Library Fines	17,460	4,527	25.93%	20.90%	3,591	26.07%
TOTAL FINES	920,460	162,695	17.68%	20.07%	194,271	-16.25%
Re-zoning	9,000	770	8.56%	23.89%	2,000	-61.50%
Plat Fee/Site Plan/Landscaping Plan Fee	8,200	3,265	39.82%	25.87%	2,330	40.13%
Board of Adjustment	2,000	525	26.25%	19.46%	875	-40.00%
Sale of Material	100	268	267.95%	38.47%	1	26695.00%
Weed Mowing	7,000	-	0.00%	17.22%	8,175	-100.00%
Ambulance	320,000	88,893	27.78%	24.92%	76,938	15.54%
Recreation Program	193,500	48,248	24.93%	12.48%	28,062	71.93%
Credit Card Fee Revenue	-	3,202	0.00%		-	0.00%
Non-Resident Fee Parks	40,000	21,495	53.74%	46.37%	21,760	-1.22%
Field Use Charge	21,500	10,680	49.67%	45.84%	10,940	-2.38%
Engineering & Inspection	20,000	2,250	11.25%	30.37%	11,303	-80.09%
Material Testing	10,000	785	7.85%	0.00%	2,261	-65.27%
Colleyville Center Rental	240,000	43,796	18.25%	19.61%	48,590	-9.87%
Lot Drainage Insp Fee	15,000	6,500	43.33%	23.63%	5,500	18.18%
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	230,676	17.83%	11.55%	218,735	5.46%
SRO Officer Reimb	98,996	-	0.00%	0.00%	-	0.00%
Keller Court	260,538	65,135	25.00%	8.33%	-	0.00%
TOTAL INTERGOVERNMENTAL	359,534	65,135	18.12%	5.86%	-	0.00%
Sale of Surplus Property	5,000	36,523	730.46%	220.67%	-	0.00%
Interest Income	45,000	14,001	31.11%	6.14%	8,813	58.86%
Miscellaneous	60,000	23,880	39.80%	38.04%	6,842	249.03%
Antenna Lease	90,000	15,211	16.90%	39.27%	34,369	-55.74%
Grant Proceeds	-	41,850	0.00%		-	0.00%
TOTAL MISCELLANEOUS	200,000	131,465	65.73%	40.13%	50,024	162.80%
TOTAL GENERAL FUND REVENUES	23,934,566	8,542,592	35.69%	25.87%	7,462,961	14.47%

	FY 2018 BUDGET	THROUGH 12/31/2017	THROUGH 12/31/2016	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
RESIDENTIAL BLDG PERMITS	115	47	45	2	4.44%
COMMERCIAL BLDG PERMITS	7	0	1	(1)	100.00%
CITATIONS ISSUED	10,500	1,645	2,095	(450)	-21.48%

GENERAL FUND EXPENDITURES					
	FY 2018 BUDGET	EXPENDED THROUGH 12/31/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Personnel services	15,048,648	3,469,339	23.05%	25.00%	11,579,309
Contractual Services	5,341,951	1,256,469	23.52%	25.00%	4,085,482
Supplies	1,275,506	114,807	9.00%	25.00%	1,160,699
Capital Outlay	14,000	-	0.00%	25.00%	14,000
Transfer to other fund	2,014,706	-	0.00%	25.00%	2,014,706
TOTAL EXPENDITURES	23,694,811	4,840,615	20.43%	25.00%	18,854,196

City of Colleyville
Utility Fund Monthly Financial Report
As of 12/31/2017 - End of 25.00% of the Fiscal Year

UTILITY FUND		ACTIVITY	
	FY 2018	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		12/31/2017	USED
Revenues	15,540,017	3,971,842	25.56%
Expenditures	15,526,542	2,879,260	18.54%
Revenues over expenditures	\$13,475	1,092,582	

UTILITY FUND		RECEIVED	PERCENT	AVERAGE ACTUAL	RECEIVED	PERCENT
	FY 2018	AS OF	OF BUDGET	YTD BALANCE	AS OF	CHANGE OVER
REVENUE SOURCE	BUDGET	12/31/2017	RECEIVED	AS A PERCENT OF	12/31/2016	PRIOR YEAR
				YEAR END BAL		
Water Sales	11,195,957	2,882,017	25.74%	25.51%	2,720,696	5.93%
Sewer Sales	4,024,060	967,420	24.04%	24.36%	946,360	2.23%
Sewer Installation	15,000	5,100	34.00%	23.01%	4,500	13.33%
Water Installation	42,000	13,340	31.76%	23.14%	11,550	15.50%
Engineering Charges	5,000	3,926	78.53%	56.48%	-	0.00%
Penalties	200,000	67,877	33.94%	34.92%	68,899	-1.48%
Sale of Material	-	657	0.00%	11.40%	517	27.20%
Miscellaneous	13,000	7,102	54.63%	24.13%	5,640	25.92%
TOTAL OPERATING INCOME	15,495,017	3,947,440	25.48%	25.53%	3,758,162	5.04%
Sale of Surplus Property	-	8,418	0.00%	0.00%	-	0.00%
Interest Income	45,000	15,984	35.52%	6.00%	4,653	243.53%
TOTAL NON-OPERATING INCOME	45,000	24,402	54.23%	35.17%	4,653	424.44%
TOTAL INCOME	15,540,017	3,971,842	25.56%	25.60%	3,762,815	5.56%

	THROUGH	THROUGH	TOTAL	PERCENT
	12/31/2017	12/31/2016	INCREASE	INCREASE
			(DECREASE)	(DECREASE)
GALLONS OF WATER SOLD	592,935,900	593,293,700	(357,800)	-0.06%
NUMBER OF WATER CUSTOMERS	10,027	9,893	134	1.35%

UTILITY FUND EXPENSES					
	FY 2018	EXPENDED	PERCENT	PERCENT OF	BUDGET
	BUDGET	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
		12/31/2017	EXPENDED	COMPLETE	
Personel Services	1,983,307	423,545	21.36%	25.00%	1,559,762
Contractual services	12,717,635	2,267,206	17.83%	25.00%	10,450,429
Supplies	245,969	30,699	12.48%	25.00%	215,270
Debt Service	157,325	156,913	99.74%	25.00%	413
Capital Outlay	100,000	897	0.90%	25.00%	99,103
Transfers to other funds	322,306	-	0.00%	25.00%	322,306
TOTAL EXPENSES	15,526,542	2,879,260	18.54%	25.00%	12,647,282

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 12/31/2017 - End of 25.00% of the Fiscal Year

DEBT SERVICE FUND		ACTIVITY	
	FY 2018	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		12/31/2017	USED
Revenues	1,854,412	401,907	21.67%
Expenditures	1,979,412	165,324	8.35%
Revenues over expenditures	(125,000)	236,583	
Budgeted use of fund balance	125,000		
Revenues & use of fund balance over expenditures	-	236,583	

DEBT SERVICE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		12/31/2017	RECEIVED	YEAR END BAL	12/31/2016	PRIOR YEAR
Current taxes	683,367	400,113	58.55%	39.00%	334,241	19.71%
Delinquent taxes	5,000	1,453	29.06%	34.00%	(165)	-980.29%
Penalty & interest	5,000	266	5.33%	11.00%	255	4.62%
Interest Income	5,000	75	1.50%	15.00%	1,631	-95.40%
TOTAL AD VALOREM TAX & INTEREST	698,367	401,907	57.55%	38.58%	335,961	19.63%
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	401,907	20.30%	10.00%	335,961	19.63%

DEBT SERVICE FUND		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	12/31/2017	EXPENDED	COMPLETE	
Bond & Interest Payments	1,639,088	-	0.00%	25.00%	1,639,088
Leases (Fire Engine & Ambulance)	340,324	165,324	48.58%	25.00%	175,000
TOTAL EXPENSES	1,979,412	165,324	8.35%	25.00%	1,814,088

City of Colleyville
Drainage Fee Fund Monthly Financial Report
As of 12/31/2017 - End of 25.00% of the Fiscal Year

DRAINAGE FEE FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		12/31/2017	USED
Revenues	961,880	249,705	25.96%
Expenditures	1,481,362	120,930	8.16%
Revenues over expenditures	(519,482)	128,775	

DRAINAGE FEE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		12/31/2017	RECEIVED	YEAR END BAL	12/31/2016	PRIOR YEAR
Drainage Revenues	950,880	244,452	25.71%	24.84%	241,702	1.14%
Other revenues (Interest, penalty,...)	11,000	5,253	47.76%	45.81%	-	0.00%
TOTAL REVENUES	961,880	249,705	25.96%	25.14%	241,702	3.31%

DRAINAGE FEE FUND		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	12/31/2017	EXPENDED	COMPLETE	
Personel Services	424,005	97,819	23.07%	25.00%	326,186
Contractual services	134,826	13,581	10.07%	25.00%	121,245
Supplies	47,957	5,410	11.28%	25.00%	42,547
Debt Service	124,574	4,121	3.31%	25.00%	120,453
Transfers to other funds	750,000	-	0.00%	25.00%	750,000
TOTAL EXPENSES	1,481,362	120,930	8.16%	25.00%	1,360,432



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7

Agenda Date 01/16/2018

Type Report

Department Community Development

Title

Zoning Board of Adjustment Minutes - December 12, 2017

Attachments

1. Zoning Board of Adjustment Minutes - December 12, 2017



City of Colleyville Zoning Board of Adjustment Minutes

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

Tuesday, December 12, 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 December 12, 2017 at 7:00 p.m.

Roll Call

Present: Board members Dee Kamerman, Wayne Maynard, Dee McNosky, Richard Vallario, and Michael Deakin

Absent: Raymond Allee and Kimberly Holt

Staff Present: Felix Landry and Araceli Botello

1. APPROVAL OF MINUTES

Board member Maynard made a motion to approve the November 14, 2017 minutes. Board member Vallario seconded.

The motion to approve carried by the following vote:

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

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Request for a variance to certain provisions of Section 3.26, Fences, Free Standing Walls, and Screening Materials on Lots 3, 4, 7, & 8, Block 4, of the Rustic Oaks Addition, located at 5405 Rustic Trail, Case VC17-012

Felix Landry presented the case and briefed the Board.

The public hearing was opened at 7:04 p.m.

The applicant, Amy Adams, 5409 Rustic Trail, came forward and briefed the board. Mrs. Adams addressed that for safety concerns and aesthetics reasons she is requesting a fence variance.

There being no one else wishing to speak, the public hearing was closed at 7:05 p.m.

Board member Maynard made a motion to approve Case VC17-012. Board member Kamerman seconded.

The motion to approve case VC17-012 was carried by the following vote:

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

Nay: 0

3. ADJOURNMENT

The meeting adjourned at 7:06 p.m.

Minutes were written and prepared by:



Araceli Botello
Planning Technician

The meeting minutes were approved on January 9, 2018, by a vote of 5-0.

RESOLUTION R-18-4226

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 16, 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 16TH 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