



City of Colleyville City Council Agenda

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

Tuesday, July 20, 2021

**WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Discussion of the drainage fee structure and analysis of the impervious area
- WS-2** Discussion of Old Grove Pond
- WS-3** Discussion of the Colleyville Gateways Project and add/alternates of the bid
- WS-4** Discussion of the July 20, 2021, 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: 62 Main Street LLC, Tap Realty, LLC, vs Neighborhood Management, Inc. ET AL

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including: Acquisition of real property along SH26

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects 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: Paul Vigiletti, Good Shepherd Catholic

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-21-4631**
- 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-21-4632**
 - 4a** Approval of the minutes of the regular City Council meeting of July 6, 2021
 - 4b** Approval of the FY2022 fleet replacement schedule
 - 4c** Approval of a construction contract with Quick Set Concrete, for the FY2021 Sidewalk Connectivity Project, in an amount not to exceed \$383,813.00, which includes a staff recommended contingency of \$50,000 if needed, and authorizing the City Manager to execute the contract
 - 4d** Approval of rejecting all bids for the Fire Stations Apparatus Bays Project
- 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - June 2021
- 6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 6a Ordinance O-21-2166**
Approval of the Fiscal Year 2022 Colleyville Crime Control and Prevention District budget

7. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**7a Ordinance O-21-2164**

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district for Tract 1L, Abstract 1619, S. C. H. Witten Survey, located at 2005 Hall-Johnson Road, Case ZC21-015

7b Ordinance O-21-2165

Request to appeal the decision of the Planning and Zoning Commission regarding the consideration of a zoning change from the R--20 Single Family Residential district and R-40 Single Family Residential district to the RE Single Family 'Estate' Residential district for Lot 3, Block 3, Highland Acres Addition, located at 401 Timberline Drive South, Case ZC21-013

8. RESOLUTION(S): READING AND PUBLIC HEARING**8a Resolution R-21-4633**

Approval of a Professional Services Agreement for Interim Regional Municipal Court Judge, and authorizing the Mayor to execute the agreement

8b Resolution R-21-4634

Approval of a Professional Services Agreement for municipal court prosecution services for the City of Colleyville, and authorizing the City Manager to execute the agreement

8c Resolution R-21-4635

Approval of a Construction Services Agreement with C. Green Scaping, LP, for the Colleyville Gateways Project, in an amount not to exceed \$7,167,807.86, and authorizing the City Manager to execute the contract

9. TABLED ORDINANCE(S): READING AND PUBLIC HEARING**9a Ordinance O-21-2163**

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to RE Single-Family 'Estate' Residential zoning district on Lot 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case ZC21-010

10. TABLED RESOLUTION(S): READING AND PUBLIC HEARING**10a Resolution R-21-4574**

Consideration of a request to abandon a previously dedicated right-of-way (ROW) area on Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case GC20-007

10b Resolution R-21-4575

Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case PC20-006

10c Resolution R-21-4626

Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lot A1 & A2, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case PC21-008

11. CITIZEN COMMENTS**12. REPORTS**

Parks and Recreation Advisory Board Minutes - March 1, 2021

Parks and Recreation Advisory Board Minutes - May 3, 2021

13. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JULY 20, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4636**14. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, July 16, 2021* by 5:00 p.m.

Christine Loven, TRMC
City Secretary

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

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

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



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-1
Type Worksession
Department Public Works

Agenda Date 7/20/2021

Title

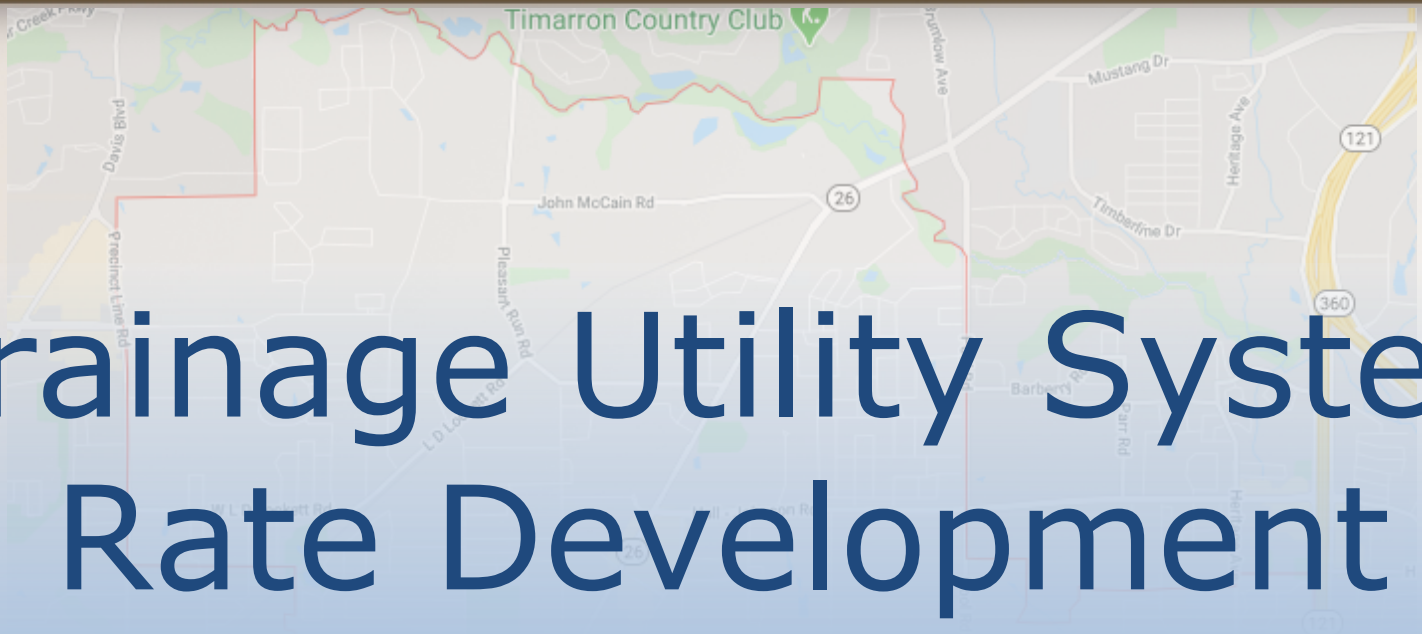
Discussion of the drainage fee structure and analysis of the impervious area

Explanation

This item will provide an update to Council regarding the stormwater utility rate study.

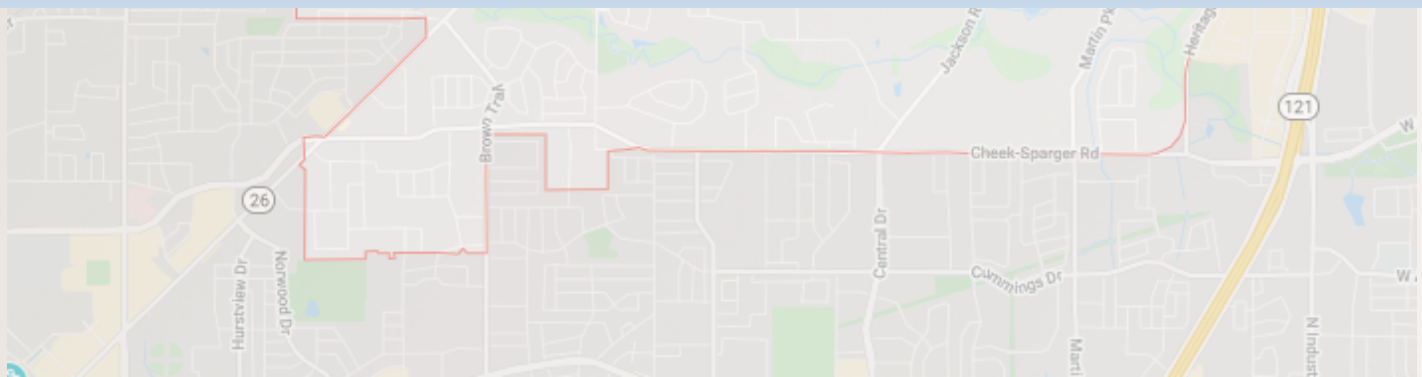
Attachments

1. Drainage Utility System Rate Development

A map of the Colleyville area is shown in the background. It includes roads like Davis Blvd, Pleasant Run Rd, John McCain Rd, Mustang Dr, Heritage Ave, Timberline Dr, and Barberry Dr. It also shows landmarks like the Timarron Country Club and highways 26, 121, and 360. A red line outlines a specific area of interest.

Drainage Utility System Rate Development

July 20, 2021



Drainage Utility System



Provide additional revenue source to:

1. Fund capital stormwater projects needed to provide for adequate drainage and protect property from flooding.
2. Pay for operation and maintenance of the existing drainage systems.
3. Pay for those federally mandated requirements of the Clean Water Act and the Texas Commission on Environmental Quality (TCEQ) stormwater permit.

Drainage Utility Recap



- Current flat rate is \$7.00 per month for residential.
- Current drainage utility annual revenue: \$1,002,409
Annual O&M Cost deduction: - \$650,000
Available for CIP projects: \$352,409
- Current rate structure disparity within classes of residential and commercial properties.
- Restructure the drainage utility fee based on impervious areas.
- Evaluate drainage fees and revenues for two impervious area based methods.
- Examples for residential and commercial properties.

Current Drainage Utility Fee Recap



- Current rate structure developed in 1993.
- Last rate increase in 2005.

Current Approach

- Fee Structure
 - Flat rate per month on water bill
 - \$7.00/residential
 - \$10.68 - \$24.40 per acre non-residential and land use
- 2020 Revenue = \$1,002,409

Non-Residential Land Use	Monthly Fee Per Acre
Parkland, Open Space	\$10.68
Church	\$15.25
School, Business, Commercial, Industrial	\$24.40

Possible Rate Revision Options



- ✓ **Option 1** = Maintain the current fee structure and increase fee.
 - Flat fee does not account for property impervious areas.
 - Disparity among classes of property.

- ✓ **Option 2** = All non-residential properties pay the same rate per an established **ERU** (equivalent residential unit) and residential properties pay based on a range of impervious areas (**4 tiers**).
 - More equitably accounts for all classes of property.
 - Easier to administer for residential.

- ✓ **Option 3** = All properties pay the same rate per square foot of **impervious area**.
 - Most equitable given the large variation in residential impervious area.
 - More time consuming to administer.

Discussions



Notes from City Council Worksessions on June 2, 2020 and August 4, 2020:

- Develop a **baseline** for changing to an impervious area structure.
- Baseline should be based on current revenues and **average residential impervious area** for the City.
- Evaluate the effects on residential and commercial rates by using this baseline rate.
- Set the new fee and rates using this starting point.

Discussions



Notes from Council Worksessions (continued):

- **Communication** is imperative. Need time for public outreach and meetings to properly inform.
- Be sensitive to **timing**, current economic climate, and impacts to non-residential.
- Be cautious using a “**tier**” system for residential.
- Encourage more **open space**.
- Consider a **phased** approach to increasing fees.

Option 1 – Maintain Current Structure



- Currently generates \$ 1,002,409 in revenue annually
 - Each \$1.00 of rate increase generates \$143,806 per year
- Maintains the status quo
- Option 1 - Rates would increase proportionally across residential and non-residential properties.

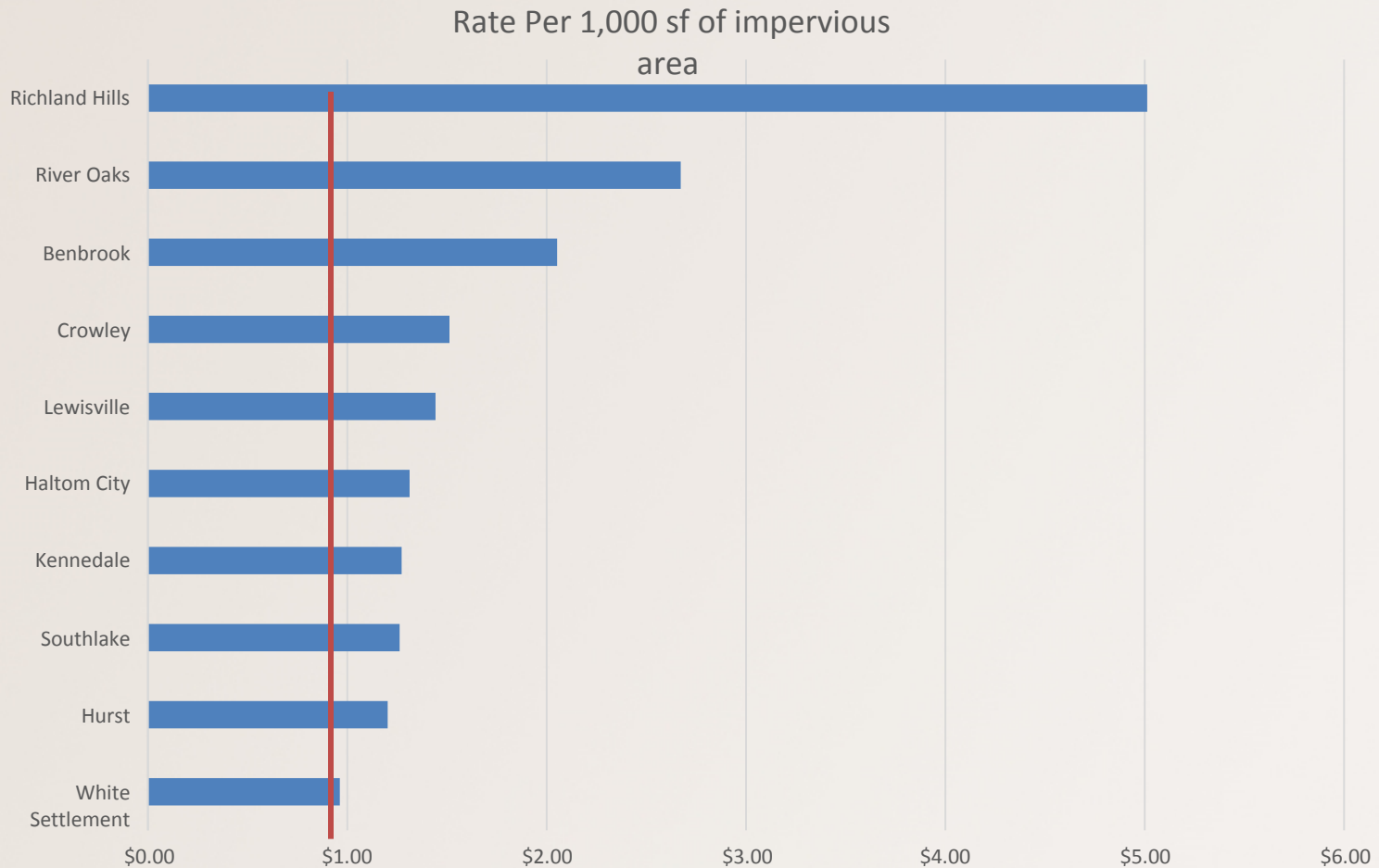
Increase Rate By	Increase in Revenue	Total Revenue	Less O&M	CIP Budget
\$0	\$0	\$1,002,409	\$650,000	\$352,409
\$1.74	\$250,000	\$1,252,409	\$650,000	\$602,409
\$3.48	\$500,000	\$1,502,409	\$650,000	\$852,409
\$6.95	\$1,000,000	\$2,002,409	\$650,000	\$1,352,409
\$13.91	\$2,000,000	\$3,002,409	\$650,000	\$2,352,409

Our Neighbors



City	Residential	Non-Residential
Southlake	Flat Rate \$8.00	Impervious Area (per sf)
Keller	Flat Rate \$7.00	Impervious Area (ERU 3,731 sf)
Bedford	Flat Rate \$4.50	Impervious Area (ERU 2,727 sf)
Hurst	Flat Rate \$4.00	Impervious Area (per sf)
N. Richland Hills	Tiers Zoning \$5.49	Lot Size / Zoning
Grapevine	Flat Rate \$4.00	Lot Size / Land Use
Euless	Flat Rate \$2.75	Lot Size / Zoning
Colleyville	Flat Rate \$7.00	Lot Size / Land Use

Baseline Fee Comparison



\$0.90 per 1,000 sf
Colleyville

Establishing an ERU



- Citywide residential impervious area (IA) mapping
- 9,390 residential lots
73,228,622 sf of IA
- Average residential impervious area =
7,798.6 sf
- Set baseline at \$7.00 for
7,798.6 sf of impervious
area
- Set 1 ERU = 7,798.6 sf



Revenue Projections (new methodology; same revenue)



Projected Drainage Utility Fee Revenue by Impervious Area (Option 2 and 3 revenues will be the same)

	Impervious Area (Sq. Ft.)	Number of ERUs	Projected Annual Revenue
Residential	73,228,622	9,389	\$788,676
Non-Residential	<u>18,667,411*</u>	<u>2,393</u>	<u>\$201,012</u>
Totals	91,896,033	11,782	\$989,688

1 ERU = 7,798.6 square feet impervious area @ \$7.00

* Projection based on 2013 I.A. mapping and 0.81% growth rate.

Option 2 and 3 Rate Increase Projections



- Charge \$7.00 monthly per 7,798.6 sf of impervious area
- Generates \$989,688 in annual revenue
- Each \$1.00 of monthly rate generates \$141,384 annually

Increase Rate By	Increase in Revenue	Total Revenue	Less O&M	CIP Budget
\$0	-\$12,721	\$989,688	\$650,000	\$339,688
\$1.77	\$250,000	\$1,239,688	\$650,000	\$589,688
\$3.54	\$500,000	\$1,489,688	\$650,000	\$839,688
\$7.07	\$1,000,000	\$1,989,688	\$650,000	\$1,339,688
\$14.15	\$2,000,000	\$2,989,688	\$650,000	\$2,339,688

Residential Tiers Option 2



- Option 2 – based on 4 tiers and a range of impervious areas.

Impervious Area Tier	Monthly Rate
Up to 5,700 sf	\$3.93
5,701 – 7,400 sf	\$5.90
7,401 – 9,047 sf	\$7.34
More than 9,048 sf	\$10.83

Impervious Area Option 3



- Option 3 – no tiers, based on square footage of impervious area for residential.

Example Residential ERU (Baseline)



Property 1	
Size of Property	1.3 acres
Impervious Area	5,700 sf
Option 1 Fee	\$7.00
Option 2 Fee	\$3.93
Option 3 Fee	\$5.12



Property 2	
Size of Property	2.5 acres
Impervious Area	20,000 sf
Option 1 Fee	\$7.00
Option 2 Fee	\$10.83
Option 3 Fee	\$17.96



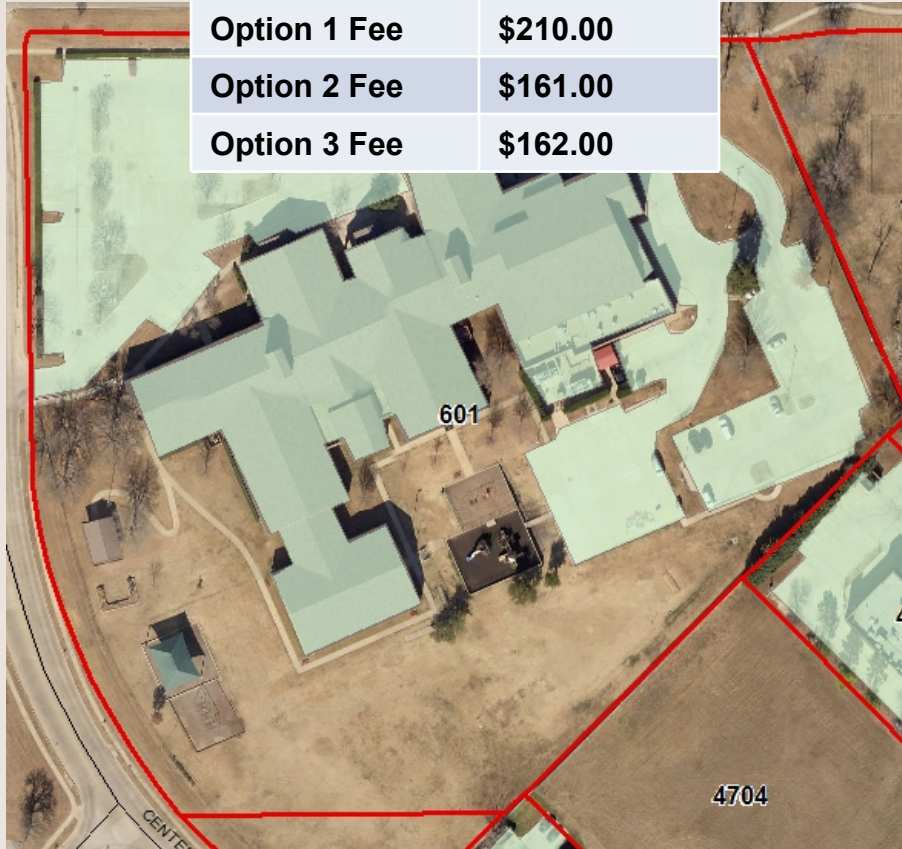
Property 3	
Size of Property	0.5 acres
Impervious Area	8,900 sf
Option 1 Fee	\$7.00
Option 2 Fee	\$7.34
Option 3 Fee	\$7.99



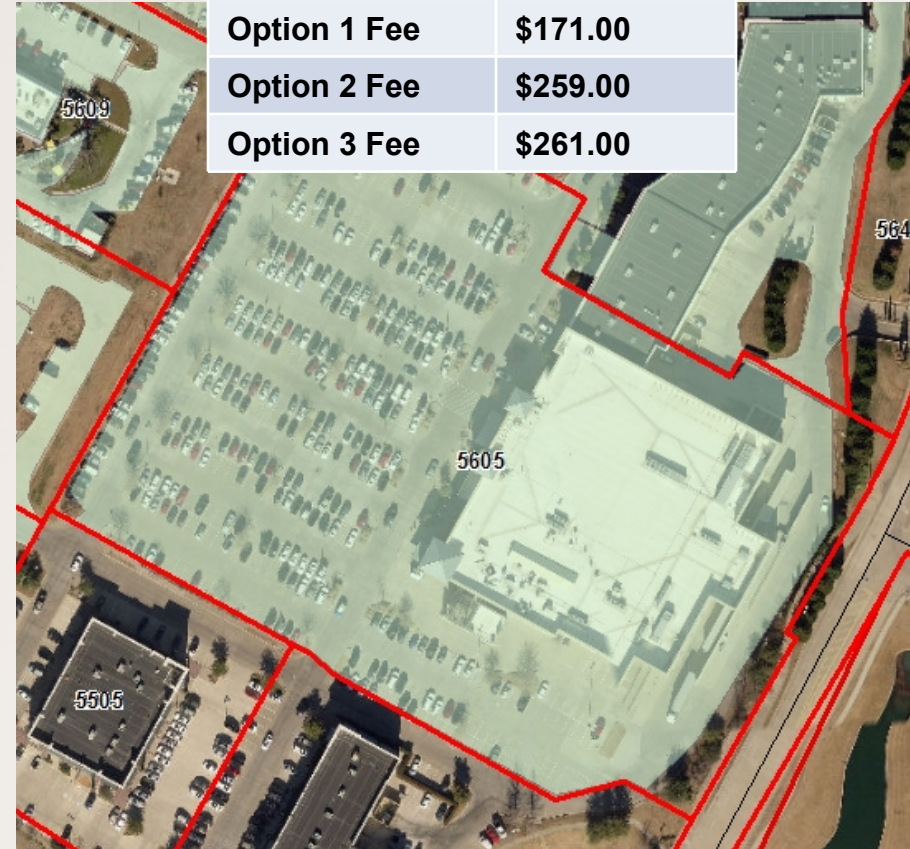
Example Nonresidential



Bransford Elementary	
Size of Property	8.8 acres
Impervious Area	180,000 sf
ERU's	23
Option 1 Fee	\$210.00
Option 2 Fee	\$161.00
Option 3 Fee	\$162.00



Market Street	
Size of Property	7.0 acres
Impervious Area	290,000 sf
ERU's	37
Option 1 Fee	\$171.00
Option 2 Fee	\$259.00
Option 3 Fee	\$261.00



Next Steps



1

- Update City Council on fees and revenues; Receive Council direction.

2

- Develop a public outreach plan to explain the methodology, rate, implementation, and phasing.

3

- Implement rate change.

4

- Establish a needs-based stormwater CIP; Update and adjust fees as necessary.

Questions?





City of Colleyville City Council Agenda Briefing

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Agenda Number WS-2

Agenda Date 7/20/2021

Type Worksession

Department Public Works

Title

Discussion of Old Grove Pond

Explanation

Discussion of the Old Grove detention pond's capacity during a 100 year storm event.

Attachments

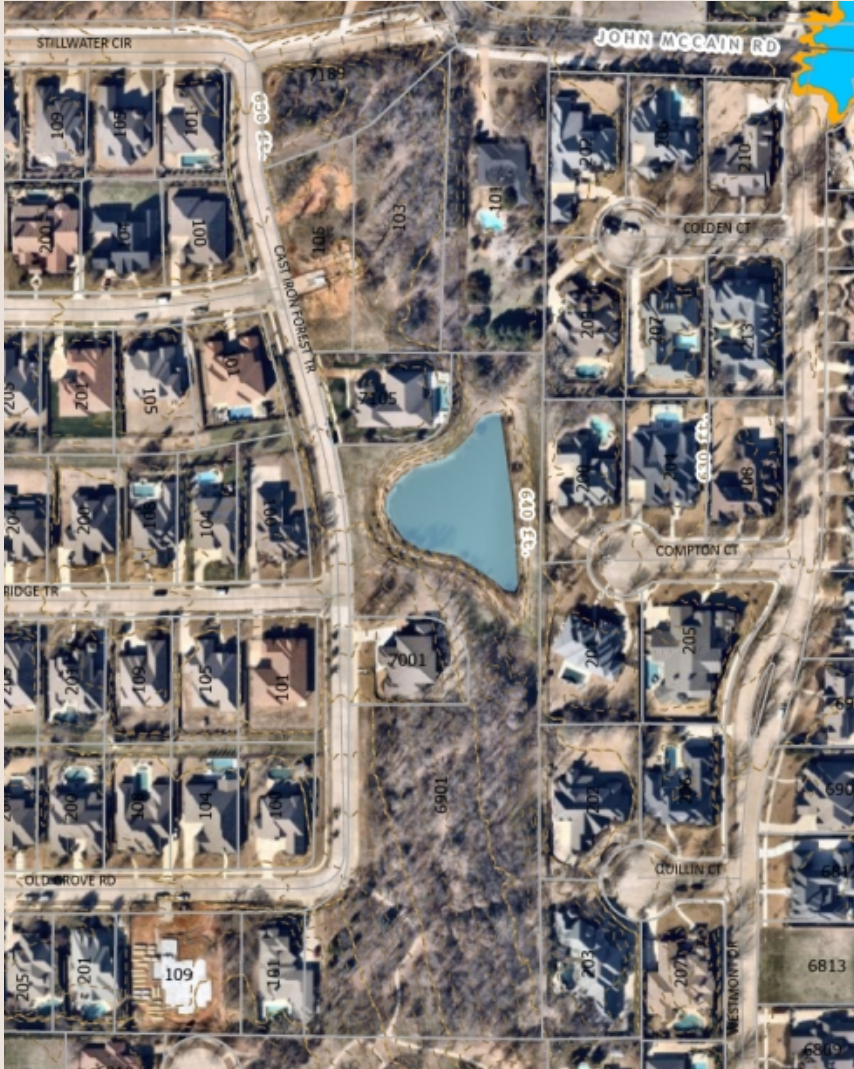
1. Old Grove Pond Rehabilitation

Old Grove Pond Rehabilitation Presentation and Discussion

City Council Worksession

July 20, 2021

WS-2 Old Grove Pond Rehabilitation



Current Conditions

During the platting process of two new proposed lots north of the existing detention pond in the Old Grove Subdivision, the pond's capacity was brought into question. The City of Colleyville's Engineering staff reached out to the original design engineer, Goodwin & Marshal, Inc., and asked them to provide an analysis of the pond based on existing conditions.

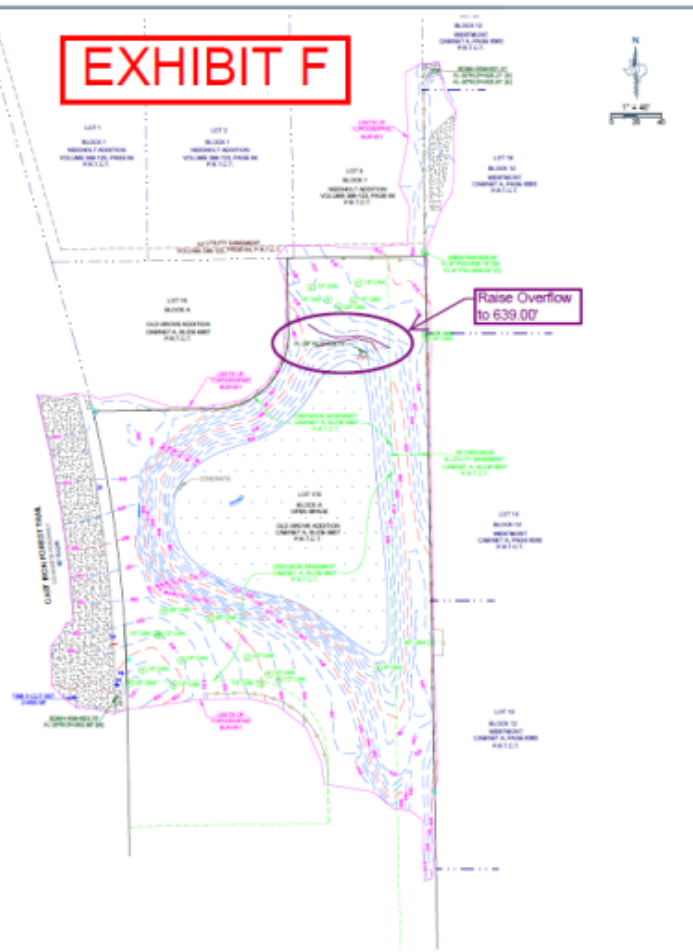
- The City of Colleyville provided Goodwin & Marshal, Inc. with several of the plan sheets and a topographic survey acquired during the platting process.

Results of the Analysis

- The original design had a Top of Berm elevation of 643.00', a Discharge Elevation of 635.00' and a 100 year water surface elevation of 640.08'.
- As-built conditions have the Top of Berm at approximately 638.00', a discharge elevation at 634.74' and a new calculated 100 year water surface of 638.45.
 - Therefore the existing detention pond capacity cannot detain the 100 year storm as required by the Land Development Code.

WS-2 Old Grove Pond Rehabilitation

EXHIBIT F



Rehabilitation of Existing Pond to Minimum Standard

- The design engineer recommends raising the Top of Berm at or above 639.00'. This will allow the pond capacity to contain the 100 year storm.
- Due to the minor nature of raising the pond berm, this work could be accomplished by Public Works operations staff. Additional pond bank stabilization and pond beatification could be accomplished at the same time with a budget not to exceed \$40,000



- Release un-detained discharge water into the pond discharge pipe by bypassing the existing detention pond. Goodwin & Marshall has suggested this will not negatively affect peak pond discharge in the downstream storm drainage system.
- Detain the proposed two lots in the existing detention pond which would require additional pond berm modification above 639.00'. Additional analysis would be required to determine the elevation.

The recommendation of the design engineer is to release the un-detained water from these two lots into the system prior to the peak discharge.

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-3
Type Worksession
Department City Manager

Agenda Date 7/20/2021

Title

Discussion of the Colleyville Gateways Project and add/alternates of the bid

Explanation

The Colleyville Gateways Project was released for bid on May 30, 2021. The City received seven sealed bids, which were opened and publicly read aloud on June 29, 2021.

The project includes construction of three Colleyville Gateways:
Pastoral Gateway - SH26 and John McCain Road
Main Street Gateway - SH26 and Main Street
Creekside Gateway – SH26 just north of Brown Trail

This item will discuss the overall base project and add/alternates. MESA, the City's design consultant, will review the bid information, as well as their recommendations for which add/alternates are of most benefit to the project. Staff is seeking direction from the City Council regarding which add/alternates they wish to include in the final contract.

Attachments

1. Colleyville Gateways Project Presentation
2. Add/Alternates Bid Summary

COLLEYVILLE BOULEVARD

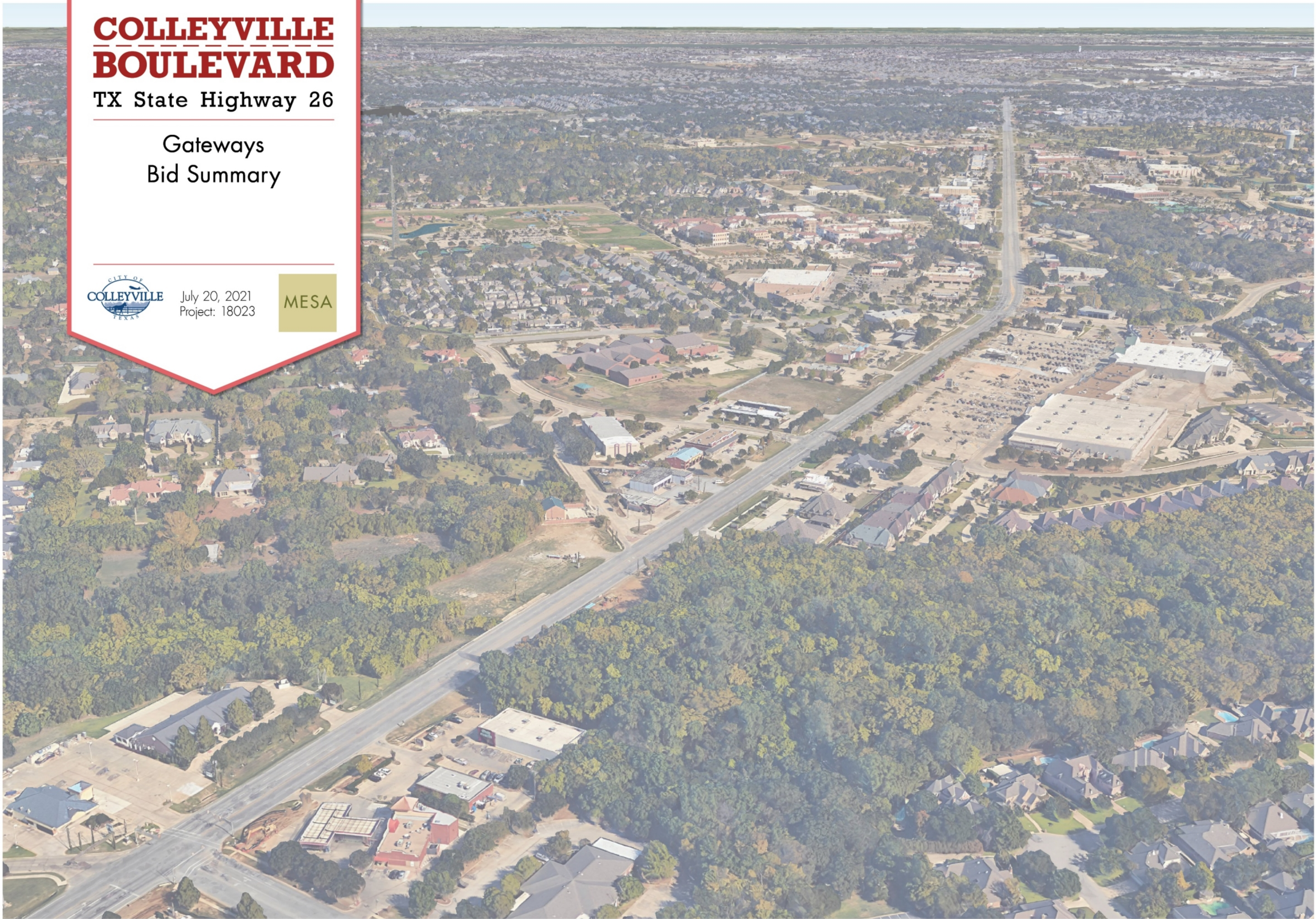
TX State Highway 26

Gateways Bid Summary



July 20, 2021
Project: 18023

MESA



Base Bid



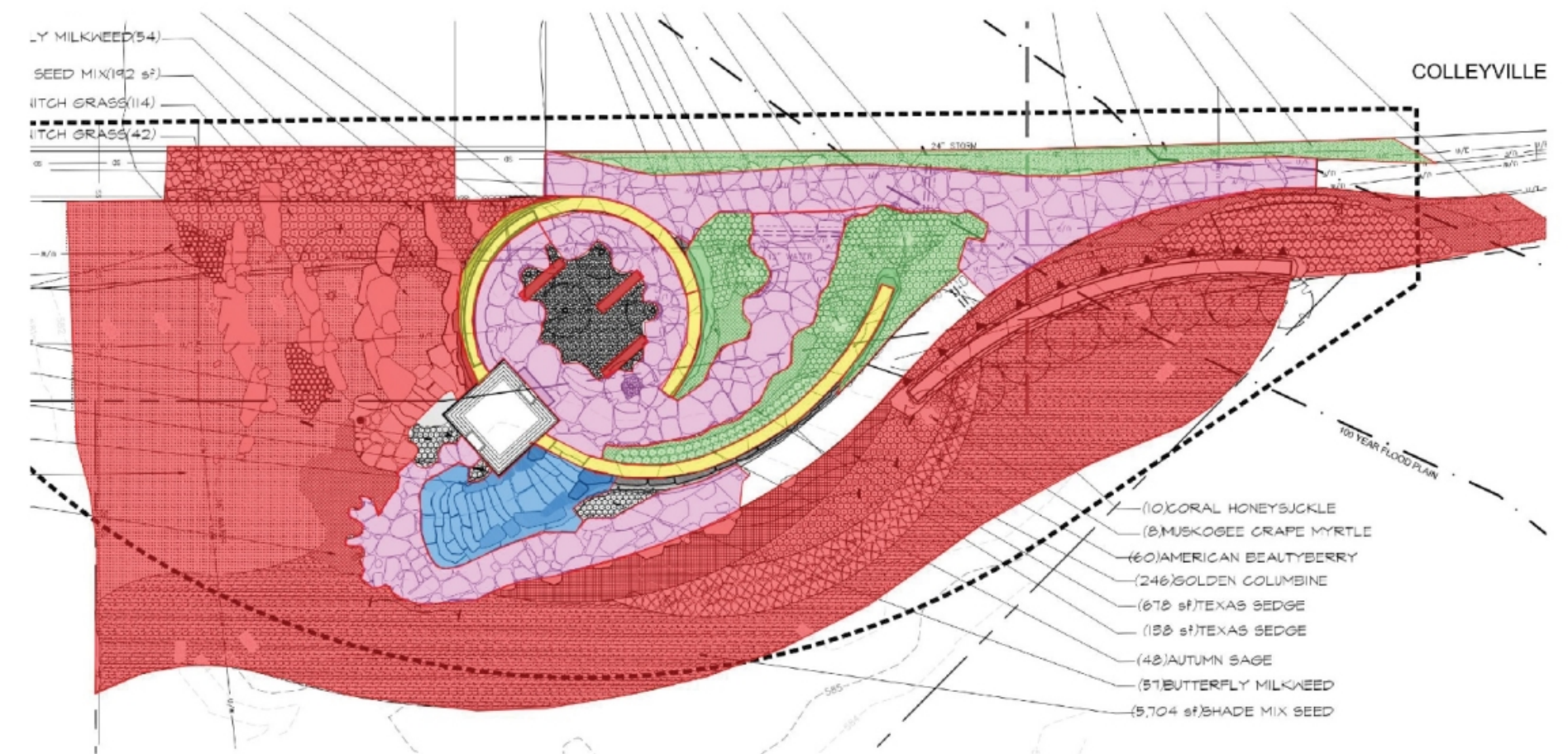
Alternate Bid



VE ALTERNATES

- CHANGE WALL CONSTRUCTION TO GRAVITY WALL
- CHANGE PLANTING TO TURF
- REDUCE SLAB SIZE
- CHANGE STONE PAVING TO CONCRETE
- MOVE TO ALTERNATES

ADDITIONAL ITEMS NOT SHOWN - LIGHTING FIXTURES CHANGED, DRINKING FOUNTAIN MOVED TO ALTERNATE



Base Bid



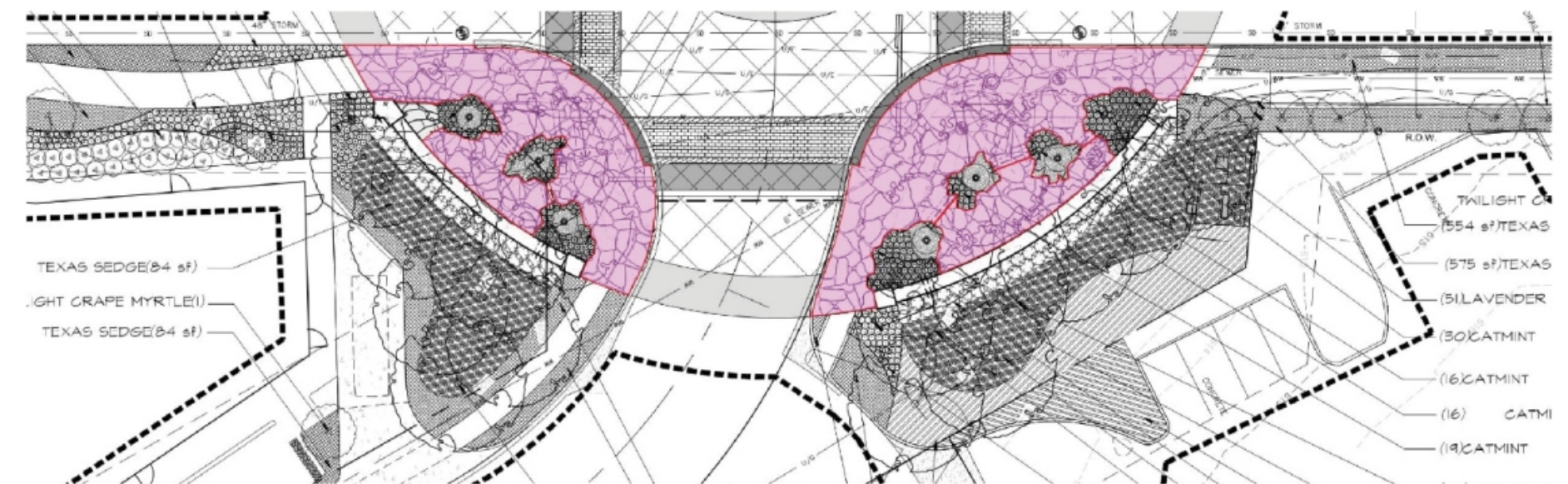
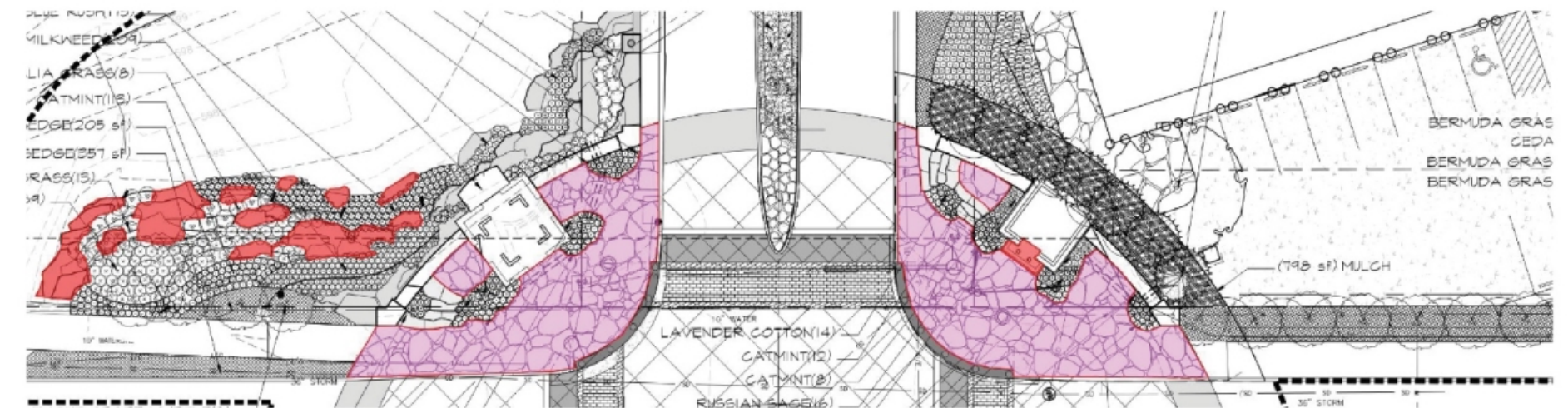
Alternate Bid



VE ALTERNATES

- CHANGE STONE PAVING TO CONCRETE
- MOVE TO ALTERNATES

ADDITIONAL ITEMS NOT SHOWN - LIGHTING FIXTURES CHANGED



Base Bid



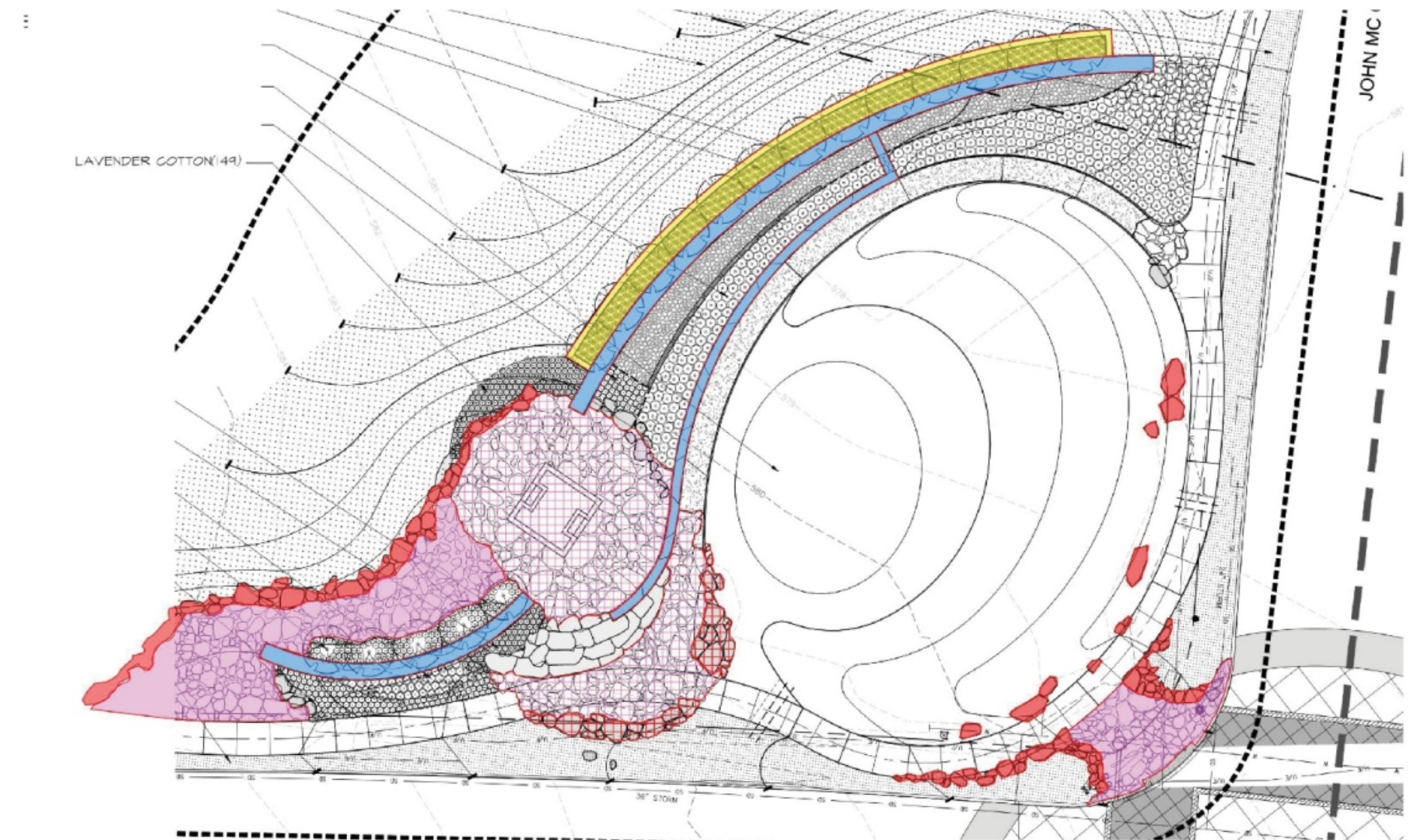
Alternate Bid



VE ALTERNATES

- CHANGE STONE PAVING TO CONCRETE
- MOVE TO ALTERNATES
- CHANGE WALL CONSTRUCTION TO SMALLER VENEER
- CHANGE WALL CONSTRUCTION TO GRAVITY WALL

ADDITIONAL ITEMS NOT SHOWN - LIGHTING FIXTURES CHANGED



Base Bid

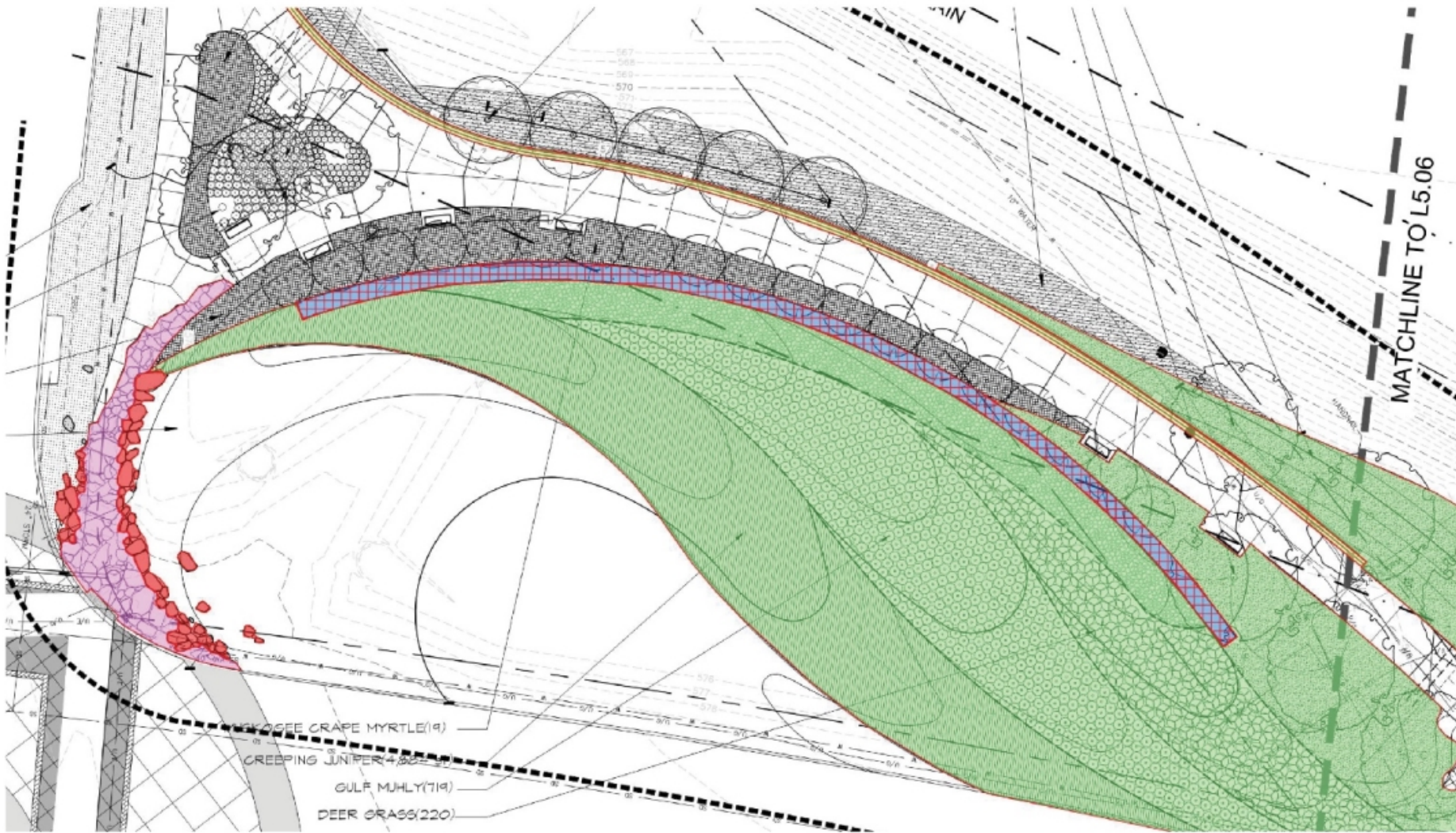


Alternate Bid



VE ALTERNATES

- CHANGE STONE PAVING TO CONCRETE
 - MOVE TO ALTERNATES
 - CHANGE PLANTING TO TURF
 - CHANGE WALL CONSTRUCTION TO GRAVITY WALL
- ADDITIONAL ITEMS NOT SHOWN - LIGHTING FIXTURES CHANGED



Base Bid



Alternate Bid



VE ALTERNATES CONTINUED

- MOVE TO ALTERNATES
- CHANGE PLANTING TO TURF

ADDITIONAL ITEMS NOT SHOWN - LIGHTING FIXTURES CHANGED



Existing Condition



VIEWS TAKEN 500 FT. FROM INTERSECTION, 4.5 FT ABOVE ROAD

Alternate Bid Improvements



Existing Condition



VIEWS TAKEN 300 FT. FROM INTERSECTION, 4.5 FT ABOVE ROAD

Alternate Bid Improvements



Existing Condition



VIEWS TAKEN 100 FT. FROM INTERSECTION, 4.5 FT ABOVE ROAD

Alternate Bid Improvements



Colleyville Gateways Base Bid Analysis

SUMMARY	BASE BID
MESA Projected Budget	6,515,792
C. Green Scaping, LP	6,528,741
Ratliff Hardscape, Ltd	6,867,808
The Fain Group, Inc.	7,086,123
North Rock Construction	7,123,267
HASEN Construction Services	7,471,227
Fort Worth Civil Constructors, LLC	7,532,505
Millis Development and Construction, LLC	8,162,557

Contractor quantities and prices are based on bids provided to the City of Colleyville and are for comparison purposes only. Please refer to Contractor bids for detailed bid information.

Note: Owner shall have right to reject or delete individual line items at their sole discretion.

COLLEYVILLE GATEWAYS SUMMARY

		GREEN SCAPING
BASE BID (with \$500K contingency)		\$6,528,741
PRIVATE PROPERTIES		
5200		\$164,820
5117		\$74,081
SUBTOTAL: BASE BID + PRIVATE PROP.		\$6,767,643
BASE AREA ALTERNATES		
TIER 1		\$384,493
TIER 2		\$149,660
TIER 3		\$237,210
SUBTOTAL: BASE AREA ALTERNATES		\$771,363
BASE AREAS MAINTENANCE & WARRANTY (M&W)		
YEAR 1		\$36,720
YEAR 2		\$49,130
YEAR 3		\$59,440
SUBTOTAL: M&W		\$145,290
PASTORAL GATEWAY NORTH		
TIER 1 (with \$100K contingency)		\$1,050,729
TIER 2		\$34,620
PASTORAL GATEWAY NORTH M&W		\$114,160
SUBTOTAL: PASTORAL GATEWAY - NORTH		\$1,199,509
TOTAL: ALL COSTS		\$8,883,804

POSSIBLE SCENARIO		
BASE BID (with \$500K contingency)		\$6,528,741
PRIVATE PROPERTIES		\$238,901
CREEKSIDE GATEWAY TIER 1 (excluding flagstone paving)	\$12,838	
MAIN STREET GATEWAY TIER 1	\$157,193	\$254,875
PASTORAL GATEWAY SOUTH TIER 1	\$84,844	
TOTAL (INCLUDES \$500K CONTINGENCY)		\$7,022,518

CREEKSIDE GATEWAY	
flagstone paving upgrade	\$129,617
benches (stone and wood)	\$ 9,467
drinking fountain	\$ 8,780
trash can	\$ 1,710
lighting fixture	-\$ 7,120

MAIN STREET GATEWAY	
flagstone paving upgrade	\$172,313
lighting fixture	-\$ 15,120

PASTORAL GATEWAY SOUTH	
lighting fixture	-\$ 17,660
stone wall block	\$102,004

CREEKSIDE GATEWAY	
tower lantern glass and roof upgrade	\$ 9,500
lighting scope	\$ 14,220

MAIN STREET GATEWAY	
tower lantern glass and roof upgrade	\$ 11,800
quarry block stone slabs	\$ 60,000

PASTORAL GATEWAY SOUTH	
tower lantern glass and roof upgrade	\$ 7,700
stone spot boulders addition	\$ 46,440

MAIN STREET GATEWAY	
tower fountain addition	\$205,710
bollards upgrade	\$ 31,500

PASTORAL GATEWAY NORTH	
contingency	\$100,000
site prep and demo	\$380,051
stamped concrete paving	\$ 10,836
concrete curb, gutter, and ADA plates	\$ 3,538
12' concrete trail	\$ 75,783
sleeving	\$ 1,576
drinking fountain	\$ 8,780
landscape bed prep	\$215,442
cedar elm and crape myrtles	\$125,770
landscape seed mix	\$ 9,177
irrigation	\$ 86,750
electrical conduits and controllers	\$ 16,040

PASTORAL GATEWAY NORTH	
lighting	\$ 34,620

COLLEYVILLE GATEWAYS SUMMARY

		GREEN SCAPING
BASE BID (with \$500K contingency)		\$6,528,741
PRIVATE PROPERTIES		
5200		\$164,820
5117		\$74,081
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TOTAL: ALL COSTS		\$8,883,804

POSSIBLE SCENARIO		
BASE BID (with \$500K contingency)		\$6,528,741
PRIVATE PROPERTIES		\$238,901
CREEKSIDE GATEWAY TIER 1 (excluding flagstone paving)	\$12,838	
MAIN STREET GATEWAY TIER 1	\$157,193	\$254,875
PASTORAL GATEWAY SOUTH TIER 1	\$84,844	
TOTAL (INCLUDES \$500K CONTINGENCY)		\$7,022,518

CREEKSIDE GATEWAY	
flagstone paving upgrade	\$129,617
benches (stone and wood)	\$ 9,467
drinking fountain	\$ 8,780
trash can	\$ 1,710
lighting fixture	-\$ 7,120

MAIN STREET GATEWAY	
flagstone paving upgrade	\$172,313
lighting fixture	-\$ 15,120

PASTORAL GATEWAY SOUTH	
lighting fixture	-\$ 17,660
stone wall block	\$102,004

CREEKSIDE GATEWAY	
tower lantern glass and roof upgrade	\$ 9,500
lighting scope	\$ 14,220

MAIN STREET GATEWAY	
tower lantern glass and roof upgrade	\$ 11,800
quarry block stone slabs	\$ 60,000

PASTORAL GATEWAY SOUTH	
tower lantern glass and roof upgrade	\$ 7,700
stone spot boulders addition	\$ 46,440

MAIN STREET GATEWAY	
tower fountain addition	\$205,710
bollards upgrade	\$ 31,500

PASTORAL GATEWAY NORTH	
contingency	\$100,000
site prep and demo	\$380,051
stamped concrete paving	\$ 10,836
concrete curb, gutter, and ADA plates	\$ 3,538
12' concrete trail	\$ 75,783
sleeving	\$ 1,576
drinking fountain	\$ 8,780
landscape bed prep	\$215,442
cedar elm and crape myrtles	\$125,770
landscape seed mix	\$ 9,177
irrigation	\$ 86,750
electrical conduits and controllers	\$ 16,040

PASTORAL GATEWAY NORTH	
lighting	\$ 34,620

Colleyville Gateways Contract Summary

SUMMARY	
MESA Projected Budget	\$6,515,792
Green Scaping Base Bid	\$6,528,741
Private Properties	\$238,901
Possible Scenario Alternates	\$254,875
Extend Maintenance and Warranty (Years 1-3)	\$145,290
Total Contract Amount	\$7,167,808

**Base Bid includes \$500,000 City added Contingency*

GREEN SCAPING	CREEKSID GATEWAY		MAIN STREET GATEWAY		PASTORAL GATEWAY SOUTH	PASTORAL GATEWAY NORTH
BASE BID GATEWAYS (Includes \$500k Contingency)	\$1,787,068.05		\$2,345,545.49		\$2,396,127.61	\$0.00
TIER 1 ALTERNATE						
(Replaces item #85) Alternate Tower uplighting, fixture cost (GC Net) only (fixture L3-ALT), complete	-\$6,400.00					
(Replaces item #90) Alternate Entry sign uplighting, fixture cost (GC Net) only (fixture 2-ALT),	-\$720.00					
(Replaces item #45) Flagstone paving, complete and as shown, detailed, and specified, for the sum	\$129,617.59					
Stone bench (SA-1), complete and as shown, detailed, and specified, for the sum of:	\$2,027.50					
Custom wood bench (SA-3), complete and as shown, detailed, and specified, for the sum of:	\$7,440.00					
Drinking Fountain (SA-4) (Including utility connections), complete and as shown, detailed, and	\$8,780.00					
Trash can (SA-5), complete and as shown, detailed, and specified, for the sum of:	\$1,710.00					
(Replaces item #99) Alternate Tower uplighting, fixture cost (GC Net) only (fixture L3-ALT) instead of			-\$9,600.00			
(Replaces item #101) Alternate Tower uplighting, fixture cost (GC Net) only (fixture L4-ALT) instead			-\$960.00			
(Replaces item #100) Alternate Tree uplighting, fixture cost (GC Net) only (fixture L7-ALT) instead of			-\$4,560.00			
(Replaces item #55) Flagstone paving at plaza, complete and as shown, detailed, and specified, for			\$172,313.48			
(Replaces item #82) Alternate Wall Uplighting Fixture, fixture cost (GC Net) only (fixture L1-ALT),					-\$10,360.00	
(Replaces item #76) Alternate Tower Uplighting, fixture cost (GC Net) only (fixture L3-ALT) instead					-\$6,400.00	
(Replaces item #80) Alternate Sign Panel Uplighting Fixture, fixture cost (GC Net) only (fixture L2-					-\$900.00	
(Replaces item #22) Alternate Option 1 - Stone wall #1, includes stone veneer (S-11), stone cap (S-					-\$17,369.10	
(Replaces item #25) Alternate Option 2 - Stone wall #2, includes stone veneer (S-11), cap (S-12),					\$119,373.39	
Decorative Pendant, fixture cost (GC Net) only (fixture T7), complete and as shown, detailed, and					\$250.00	
Decorative Pendant, installation cost only (fixture T7), complete and as shown, detailed, and					\$250.00	
Site Prep and Demo (Includes \$100K Contingency)						\$480,051.27
Detectable warning paving (M-4), complete and as shown, detailed, and specified, for the sum of:						\$1,944.00
(Replaces item #35) Alternate - Stamped concrete paving (S-2), complete and as shown, detailed,						\$10,836.00
New concrete gutter, complete and as shown, detailed, and specified, for the sum of:						\$306.00
New concrete curb and gutter, complete and as shown, detailed, and specified, for the sum of:						\$1,288.00
Concrete sidewalk (C-1), complete and as shown, detailed, and specified, for the sum of:						\$75,783.20
Stone culvert/drainage structure (includes, stone, foundation, and paving), complete and as shown,						\$11,800.00
Sleeving 2", complete and as shown, detailed, and specified, for the sum of:						\$460.00
Sleeving 4", complete and as shown, detailed, and specified, for the sum of:						\$1,116.00
Drinking fountain (SA-4), complete and as shown, detailed, and specified, for the sum of:						\$8,780.00
6"B&B Cedar Elm, complete and as shown, detailed and specified, for the sum of:						\$24,450.00
16/18" Muskogee crape myrtle, complete and as shown, detailed and specified, for the sum of:						\$101,320.00
Thunder turf seed, complete and as shown, detailed, and specified, for the sum of:						\$2,683.12
(Replaces items #42, 59, 60, 62, 65) Alternate - Thunder turf seed, complete and as shown, detailed						\$5,454.68
Shade mix seed, complete and as shown, detailed, and specified, for the sum of:						\$1,039.87
Tree sump pits, complete and as shown, detailed, and specified, for the sum of:						\$2,052.00
Irrigation taps meters, backflow prevention, complete and as shown, detailed, and specified, for the						\$980.00
(LI 1.05A) Base Option - Spray Irrigation for groundcover, perennials, and shrubs, complete and as						\$73,781.75
Bubbler Irrigation for trees and ornamental trees, including laterals, control valves and						\$11,988.00
Tree stakes complete and as shown, detailed, and specified, for the sum of:						\$3,132.00
Bed prep (soil amendments) for landscape areas, complete and as shown, detailed, and specified,						\$215,442.71
Conduit and power connections to ONCOR, Pedestal appurtenances for uplights, outlets, electrical						\$14,000.00
Conduit for Irrigation controllers, complete and as shown, detailed, and specified, for the sum of:						\$1,330.00
Conductor for Irrigation controllers, complete and as shown, detailed, and specified, for the sum of:						\$710.00
TIER 1 SUBTOTAL	\$142,455.09		\$157,193.48		\$84,844.29	\$1,050,728.60
TIER 2 ALTERNATE						
Base Option - Tree uplighting, fixture cost (GC Net) only (fixture L7), complete and as shown,	\$3,050.00					
Tree uplighting, installation cost only (fixture L7), complete and as shown, detailed, and specified, for	\$2,250.00					
Base Option - Tree downlighting, fixture cost (GC Net) only (fixture L6), complete and as shown,	\$5,440.00					
Tree downlighting, installation cost only (fixture L6), complete and as shown, detailed, and specified,	\$3,480.00					
(Replaces item #25) Alternate 90' Tower-lantern glass, complete and as shown, detailed, and	\$6,400.00					
(Replaces item #27) Alternate 90' Tower- roof, complete and as shown, detailed, and specified, for	\$3,100.00					
Quarry block stone slabs (S-4), complete and as shown, detailed, and specified, for the sum of:			\$60,000.00			
(Replaces item #37) Alternate 40' Tower- roof, complete and as shown, detailed, and specified, for			\$3,100.00			
(Replaces item #44) Alternate 60' Tower-lantern glass, complete and as shown, detailed, and			\$5,600.00			
(Replaces item #46) Alternate 60' Tower- roof, complete and as shown, detailed, and specified, for			\$3,100.00			
Stone spot boulders (S-4), includes 10% for waste, complete and as shown, detailed, and specified,					\$46,440.00	
(Replaces item #19) Alternate 72' Tower-lantern glass, complete and as shown, detailed, and					\$4,600.00	
(Replaces item #21) Alternate 72' Tower- roof, complete and as shown, de-tailed, and specified, for					\$3,100.00	
Pole Downlight Fixture, fixture cost (GC Net) only (fixture L13), complete and as shown, detailed,						\$5,640.00
Pole Downlight Fixture, installation cost only (fixture L13), complete and as shown, detailed, and						\$4,620.00
Pole Fixture, fixture cost (GC Net) only (fixture L13 Pole), complete and as shown, detailed, and						\$17,280.00
Pole Fixture, installation cost only (fixture L13 Pole), complete and as shown, detailed, and specified						\$7,080.00
TIER 2 SUBTOTAL	\$23,720.00		\$71,800.00		\$54,140.00	\$34,620.00
TIER 3 ALTERNATE						
Tower Fountain Fixture, fixture cost (GC Net) only (fixture T3), complete and as shown, detailed, and			\$600.00			
Tower Fountain Fixture, installation cost only (fixture T3), complete and as shown, detailed, and			\$2,310.00			
40' North entry tower-wall fountain mechanical, electrical and plumbing (all pumps, line runs and			\$202,800.00			
(Replaces item #53) Alternate Bollard (fixture L14), complete and as shown, detailed, and specified,			\$31,500.00			
TIER 3 SUBTOTAL			\$237,210.00			
SUBTOTAL BASE BID + ALL ALTS	\$1,953,243.14		\$2,811,748.97		\$2,535,111.90	\$1,085,348.60
PRIVATE PROPERTIES						
5200 COLLEYVILLE BLVD.			\$164,820.44			
5117 COLLEYVILLE BLVD.			\$74,081.00			
GRAND TOTAL (CREEKSID, MAIN STREET, PASTORAL GATEWAY NORTH, ALTS, 5200, 5117)			\$7,539,005.45			
MAINTENANCE & WARRANTY	CREEKSID GATEWAY		MAIN STREET GATEWAY		PASTORAL GATEWAY SOUTH	PASTORAL GATEWAY NORTH
YEAR ONE MAINT. & WARRANTY	\$12,960.00		\$14,640.00		\$9,120.00	\$17,520.00
YEAR TWO MAINT. & WARRANTY	\$20,160.00		\$24,360.00		\$4,610.00	\$41,200.00
YEAR THREE MAINT. & WARRANTY	\$24,240.00		\$29,400.00		\$5,800.00	\$55,440.00
TOTAL MAINTENANCE AND WARRANTY	\$57,360.00		\$68,400.00		\$19,530.00	\$114,160.00
PASTORAL GATEWAY NORTH						
						\$1,085,348.60



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 7/20/2021

Type Worksession

Department City Secretary

Title

Discussion of the July 20, 2021, 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 7/20/2021

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: 62 Main Street LLC, Tap Realty, LLC, vs Neighborhood Management, Inc. ET AL

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including: Acquisition of real property along SH26

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

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects 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-21-4631

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JULY 20, 2021**

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 ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

RESOLUTION R-21-4632

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF JULY 20, 2021**

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 July 6, 2021
 - b. Approval of the FY2022 fleet replacement schedule
 - c. Approval of a construction contract with Quick Set Concrete, for the FY2021 Sidewalk Connectivity Project, in an amount not to exceed \$383,813.00, which includes a staff recommended contingency of \$50,000 if needed, and authorizing the City Manager to execute the contract
 - d. Approval of rejecting all bids for the Fire Stations Apparatus Bays Project

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

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

Tuesday, July 6, 2021

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, July 6, 2021, at 5:39 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Ray Silva-Reyes, Human Resources Director Jesse Perez, City Attorney Nicole Corr, and City Secretary Christine Loven.

Mayor Newton opened the Worksession, called the role, and noted Nicole Corr was serving as the City Attorney for this meeting. Worksession item WS-1 had just begun when Mayor Newton was advised the audio on the recording was not working and he recessed until 5:49 p.m. at which time the meeting was resumed at WS-1.

WS-1 Discussion of updates to City fees/charges

Finance Director Kyle Lester presented this item, which recommended increasing rental fees at the Colleyville Business Center, adding a building board of appeals fee, and establishing fees for pickleball court rental.

There was brief discussion regarding rentals at the business center and anticipated completion of the pickleball courts.

WS-2 Fleet replacement plan for FY2022

Amanda Leggett, Enterprise Fleet Management, provided an overview of the fleet program, the City's FY2021 history, and the anticipated FY22 fleet replacements. Ms. Leggett reviewed the net equity, average annual savings, and capitalized costs.

Council directed staff to bring forth a resolution for the FY22 plan at the next City Council meeting.

WS-3 Presentation of the draft 5-Year CIP

Public Works Director Ray Silva-Reyes presented this item, noting this was the draft CIP for FY22. He reviewed the purpose and benefits of the CIP, noting the

CIP is a short-range rolling plan, which identifies capital projects, provides a planning schedule, and provides the link between the Council's strategic plans and the City's budget. Director Silva-Reyes stated City Council provides the final approval or projects, however, several criteria are considered when planning the CIP: condition of asset (PCI for streets), risk management, long term vision (Master Thoroughfare Plan), available funding sources, use and classification of the asset, and the benefit of the project. He went on to provide department highlights of the FY21 CIP and the proposed FY22 projects.

There was general discussion regarding several street's PCI, impact fees, and drainage projects for FY22-26, and how the CIP is funded.

WS-4 Discussion of Roberts Road

Public Works Director Ray Silva-Reyes presented this item. He reviewed the current scope of the Roberts Road project, which is a minor collector road. The scope includes full reconstruction and minimal widening from Glade Road, north to the Colleyville City limits. Installation of curb and gutter along the entire east portion of the roadway, and some areas along the west portion, which provides for the entire roadway to have curb and gutter, installing two right turn lanes on Roberts Road (southbound) and Glade Road (westbound), new storm drain lines, water and wastewater lines replacement/upgrade, and an emergency water interconnect meter and vault. Director Silva-Reyes noted the Council had recently changed the Tinker Road strategy to a maintenance strategy and there were opportunities to consider this for Roberts Road as well. If the strategy should be maintenance, Director Silva-Reyes noted the project could be changed to reflect mill and overlay the entire asphalt length of Roberts Road with base repairs where needed, no new curbs, no right turn lanes, and stub the 10-inch water line for the future emergency interconnect between Grapevine and Colleyville.

There was discussion regarding the condition of the road, speed and traffic, the Master Thoroughfare Plan, the turn lanes, and cost savings.

Council directed staff to conduct traffic studies on Roberts Road to assist in verifying the correct designation of the road on the Master Thoroughfare Plan, and evaluate the costs for including the right turn lanes, and bring the information forward for City Council consideration at a future worksession.

WS-5 Discussion of the July 6, 2021, City Council regular agenda items

Mayor Newton stated Items 5a, 5b, 5c, and 5d, are all projects which have been withdrawn, but are listed on the agenda so the public is aware of the withdrawal. He also noted 7a, which is the 151 Coffee project has been withdrawn by the applicant, and 7b and 8a regarding the zoning and replat at 5217 and 5201 Pleasant Run will remain tabled as the applicant has delayed closing and will be bringing forward additional information.

Mayor Newton adjourned the Worksession at 6:33 p.m. and called the Executive Session to order.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

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 62 Main Street LLC, Tap Realty, LLC, vs Neighborhood Management, Inc. ET AL

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including Acquisition of real property along SH26

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects 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

There was no action taken and Mayor Newton adjourned the Executive Session at 7:22 p.m.

Mayor Newton called the regular meeting of the City Council to order at 7:39 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

Mayor Newton welcomed City Attorney Nicole Corr.

INVOCATION: Rabbi Charlie Cytron-Walker, Congregation Beth Israel

PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-21-4628

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 Newton stated the City Manager had established a Drainage Committee, comprised of staff, which tracked, resolved, and documented every drainage complaint. The agendas used to have 30 and 40 complaints on them and today, there were only four items on the agenda. Mayor Newton thanked the City Manager and staff for all of their work.

Mayor and the City Council made the following announcements:

County Closes Vaccination Center – Last week the Hurst vaccination center closed. During the brief operation period, the center provided 188,186 vaccination doses to Tarrant County residents. This effort was only made possible by the volunteer efforts of so many, including members of our Colleyville staff. With vaccination now available across the region, the center was able to close having served its purpose. We are thankful for all who worked so hard to make this rapid response effort a success. However, it is appropriate we thank the following individuals specifically for going above and beyond in this effort:

Hurst Fire Department:

Fire Chief David Palla
Battalion Chief Matt Easter
Engineer Steve Wheelock
Battalion Chief Wes Rippy

Colleyville Fire Department:

Captain Kenny Phillips
Battalion Chief Tim Folden
All Colleyville FF's participated

Commissioner Fickes Provides Funds for Cheek-Sparger Project – This week, Tarrant County Precinct 3 Commissioner Gary Fickes announced the awarding of \$500,000 to the City of Colleyville to assist in the funding of improvements underway on Cheek-Sparger. Commissioner Fickes has long been an ardent supporter of transportation initiatives in our City and we are thankful for

this funding. The \$4.1 million Cheek-Sparger reconstruction and realignment project is currently underway between Brown Trail and San Bar. When complete, this enhancement will improve roadway safety and drainage along the roadway.

Stars & Guitars a Glowing Success – Our recent Stars & Guitars event was a huge success. Families enjoyed activities for the kids, a great concert featuring Joe Dee Messina and a spectacular fireworks display. Thank you to all who came out to celebrate our great nation, and thank you to all who volunteered to make this event possible. I would like to give a special shout out to Ronni Orr who worked tirelessly to ensure the success of this event.

Mayor Newton Hosts Representative Capriglione for Town Hall – This week Mayor Newton welcomed Representative Capriglione for a Town Hall meeting in the City Council Chambers. The purpose of the meeting was to allow citizens to hear a legislative update and ask questions of our State Representative.

Summer Reading Program. . . Still Time to Sign Up! – If you have not signed up for the Summer Reading Program at the Colleyville Public Library yet, no need to worry – there is still time to ‘*Glow Crazy with Reading!*’ The Library’s annual reading activity continues through July with an end of summer family outdoor event set for Friday, July 23rd. The reading program is open to all Library cardholders from children, teens, and adults. Currently, over 1,000 children, teens and adults have registered. Registration can be found on the Library website and participants can track the number of books or the number of minutes they read. All materials must be checked out from the Colleyville Public Library and books must be kept at least one night. More details on all the summer programs may be found on the Library’s website, www.colleyvillelibrary.com or by calling 817-503-1150.

Thank You Summer Reading Sponsors! – Many of our local Colleyville businesses have been extremely generous with prize donations for this year’s Library Summer Reading Program, ‘*Glow Crazy with Reading,*’ and the Colleyville Public Library is most thankful for their sponsorship this year. The Summer Reading Program would not be as successful if it were not for the support of our community and community businesses. Please be sure to stop by and thank them with your patronage. Some of the area businesses with the Library sponsorship signs include:

- *Menchie’s Frozen Yogurt
- *Costa Vida Fresh Mexican Grill
- *McAlister’s Deli
- *Buttermilk Sky Pie
- *Honey Teriyaki
- *Chick-Fil-A

- *Sonic
- *Black Walnut Café
- *Red Barn BBQ
- *Colleyville ATA Martial Arts
- *Jersey Mike’s Subs

Jugglers Coming To Plaza – If you are looking for something to do Thursday night (7/8) join us on the City Plaza as the Library hosts the Slick Jugglers Show. The event will begin at 6:30 p.m. and features David Slick, a Guinness World Record juggler who will amaze those in attendance with a variety of juggling tricks and skills. The event is free and does not require registration. For more information, contact the Library at 817-503-1150.

Presentation of the Distinguished Budget Presentation Award - Mayor Richard Newton and Finance Director Kyle Lester

Mayor Newton thanked Finance Director Kyle Lester, his staff, and the City Manager for earning the Distinguished Budget Presentation Award 27th consecutive year. Mayor Newton said the award represents a significant achievement and reflects the commitment of staff to meeting the highest principles of governmental budgeting.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-21-4629

- 4a** Approval of the minutes of the regular City Council meeting of June 15, 2021
- 4b** Approval of the renewal for medical insurance and award of dental insurance to BlueCross BlueShield of Texas, and authorize the City Manager to execute the agreements
- 4c** Approval to amend the FY21 Contractual Agreement between the City of Colleyville and the Colleyville Chamber of Commerce to provide for additional event sponsorships and IT support services

Councilmember Nakamura recused herself from this item.

Mayor Newton read Resolution R-21-4629 in its entirety.

Human Resources Director Jesse Perez presented item 4b, explaining the bid process, plan comparisons, and negotiation. Director Perez stated approval of the resolution will provide for a renewal with BCBSTX for the 2021/2022 plan year with a -0.3% decrease to rates with no plan design changes. Through negotiating, BCBSTX agreed to provide the City a \$79,849 administrative credit which reduced their best and final offer to -0.3%.

Mayor Newton noted the renewal numbers are great and thanked staff for their work.

Mayor Newton presented item 4c, noting the Colleyville Chamber operates from the Colleyville Business Center, which is rented by the City and supported by City

services. The Chamber has had difficulty in obtaining IT services, the proposed amendment to the agreement would allow the City to provide surplus laptop computers, and full IT services to the Chamber at a cost of \$7,900. In turn, the Chamber will provide to the City six annual Chamber event sponsorships.

There was discussion of the Chamber's growing membership and event participation, the benefits of the Chamber-City relationship, and what the City would pay to the Chamber for events and sponsorships outside of the Agreement.

Mayor Newton opened and closed the public hearing at 8:12 p.m. as there was no one present wishing to speak.

Mayor Pro Tem Lindamood made a motion to approve Resolution R-21-4629, amending 4c to increase the City provided service to \$8,000 annually, prorated for the current fiscal year, seconded by Councilmember Kelley.

The motion to approve passed by the following vote:

Ayes: 6 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Wheat, Dodson, Kelley, and Rigney.

Abstain: 1 – Councilmember Nakamura.

5. WITHDRAWN CASES

Mayor Newton stated each of the following cases have been withdrawn and are listed to this agenda so the public will be aware of the withdrawals. There is no City Council action required.

- 5a** Consideration of a zoning change from AG Agricultural zoning district to R-40 Single Family Residential zoning district on a portion of Tracts 2D & 2D3, Abstract 233, D R Blanton Survey, located at 5209 Bluebonnet Drive, Case ZC21-012
- 5b** Consideration of a Special Use Permit (SUP) for an Accessory Dwelling larger than permitted on Tract 2D & 2D3, Abstract 233, D R Blanton Survey, located at 5209 Bluebonnet Drive, Case ZC21-014
- 5c** Consideration of a zoning change from R-20 Single Family Residential district and R-30 Single Family Residential district to AG Agricultural district for Lot 1, Block 1, Dotti Addition, located at 1310 Tinker Road, Case ZC21-016

- 5d** Consideration of a Replat for Lot 1R and Lot 3, Block 1, Dotti Addition, being Lot 1, Block 1, Dotti Addition, located at 1310 Tinker Road, Case PC21-011

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

6a Ordinance O-21-2164

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district for Tract 1L, Abstract 1619, S. C. H. Witten Survey, located at 2005 Hall-Johnson Road, Case ZC21-015

Mayor Newton read the caption of Ordinance O-21-2164.

Community Development Director Ben Bryner presented this item which is a request to rezone from the AG Agricultural district to the R-40 Single Family Residential district for one new single-family home, with no new lots proposed.

Mayor Newton stated adjacent lots to this one have been rezoned from AG to R-40 where older homes have been purchased and owners wish to build new homes, so this request is compatible with the surrounding area and the City's vision.

Councilmember Dodson asked if there were any known drainage issues. Director Bryner stated the drainage specifics would not be known until the permit is issued for the size of the home. Councilmember Dodson asked Director Bryner what happens if there is a problem identified at that time. Director Bryner responded the City Engineer is required to review and sign off on the plans before a permit can be issued, and if there is a problem, it will have to be addressed prior to the permit being issued.

Councilmember Nakamura asked who sought the zoning change, was it a break from another lot. Director Bryner replied this lot was part of another at some time in the distant past.

In responding to Councilmember Dodson's question, Mayor Pro Tem Lindamood stated he believes the water runoff flow goes to Hall-Johnson Road and should be fine. Mayor Newton requested contours of the property be provided at the next meeting to assist in answering Councilmember Dodson's questions.

Mayor Newton opened and closed the public hearing at 8:23 p.m. as there were no speakers.

This was a first reading therefore; City Council did not take any action.

6b Ordinance O-21-2165

Request to appeal the decision of the Planning and Zoning Commission regarding the consideration of a zoning change from the R-20 Single

Family Residential district and R-40 Single Family Residential district to the RE Single Family 'Estate' Residential district for Lot 3, Block 3, Highland Acres Addition, located at 401 Timberline Drive South, Case ZC21-013

Mayor Newton read the caption of Ordinance O-21-2165.

Community Development Director Ben Bryner presented this item which seeks to appeal the Planning and Zoning Commission's denial to rezone from the R-20 Single Family Residential district and R-40 Single Family Residential district to the RE Single Family 'Estate' Residential district. Director Bryner noted property does not comply with all the minimum standards of the RE Single Family 'Estate' Residential district zoning, and the applicant is seeking the rezoning to be able to allow for livestock. He also stated the applicant contends he has raised livestock on the property for many years. Director Bryner then reviewed the Land Development Code - Chapter 3- Section 3.9 RE Single Family 'Estate' Residential District, E. Permitted Accessory Uses; 12. Private stables for the keeping of grazing animals, which would allow the keeping of only two or three animals if the RE zoning was approved. Director Bryner stated a super-majority vote would be required.

Mayor Newton stated he is aware there has been a lot of discussion regarding this zoning because of the animals on the property. However, this case before us is a zoning request that requires a variance to be approved. The Mayor stated it is well known he is not in favor of variances unless there are clear and evident mitigating circumstances beyond the owners control. He asked if the applicants could come forward.

Applicants Jerry and Gwen Tinkis, 401 Timberline Drive South, asked if the support/opposition map could be updated as there have been six additional residents who are offering their support. Mayor Newton stated the map will be updated before the next meeting. The Mayor reiterated that the case before the City Council is the zoning, which does not meet the Land Development Code. Mayor Newton asked the applicants to speak to the request and explain any mitigating circumstances beyond their control.

Mr. Tinkis stated he was been a resident here for 50 years and has had livestock on the property for a number of years. He stated their goal is to continue the rural nature that is expressed in Colleyville's Comprehensive Master Plan. He stated there had been no problems until recently and he understands the concern is the number of livestock and potential flies. Mr. Tinkis noted his son raised and has earned the number one showman award and number one longhorn award. Mrs. Tinkis stated the longhorns are donated for show and further the contributions to the Future Farmers of America (FFA). Mrs. Tinkis stated there is a contradiction between the City's Land Development Code (LDC) and the Federal Government classification of livestock. She said they would really like City Council to approve

having three livestock animals on their property as is, but it would require a change to the Land Development Code or for the City Council to grant an SUP. She stated they are thinning the herd (some have been taken by volunteers and others are seeking alternate placement locations).

Mayor Newton stated he is pro AG, and what their son has accomplished is admirable. He went on to say what the Council has to work with is in the Land Development Code and ordinances, and he is having a hard time coming up with a reason to approve a variance.

Mrs. Tinkis stated the high show quality longhorns are valuable and she does not want to have to uproot their family to be able to continue.

Councilmember Dodson and Mayor Pro Tem Lindamood expressed concern for the number of animals, both recognized the value of the animals, both as a teaching tool and monetarily. Mayor Pro Tem Lindamood encourages anyone who could assist with re-homing the animals would be appreciated.

Councilmember Rigney asked how many animals are on the property right now and what do they weigh. Mr. and Mrs. Tinkis responded there are nine and three are babies. The heaviest weight of the longhorns is approximately 1,100 pounds.

Mayor Newton opened the public hearing at 8:50 p.m.

Dave Wallack, 305 Timberline Drive South, spoke in favor of this request and asked City Council to remember the length of time the Tinkis' have been residents and having the number longhorn in the City should also be considered.

Karen Wilson, Timberline Drive South, spoke in support and said she loves the longhorns, and while she appreciates the code regulations, she appreciates neighbors coming together.

Leah Dubois, 309 Timberline Drive South spoke in opposition stating the longhorns have escaped at least three times and once almost trampled a child. She stated she feels there has been no enforcement and one home in a neighborhood should not be allowed to operate outside of the regulations everyone else abides by.

John McCurdy, 400 Lloyd Circle, stated he did not have an issue with the longhorns, but would like to be contacted by the Drainage Committee.

Jason Pape, 125 Timberline Drive South, spoke in favor and asked the City Council if it is possible to focus on changing the rule which allows horses, but no cattle, instead of zoning.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:01 p.m.

Mayor Newton thanked everyone for speaking and stated the City Council has heard everyone and understands. There will be no action until the next City Council meeting.

Councilmember Rigney suggested tabling this as this item as Mayor Pro Tem Lindamood would not be at the next meeting and a super-majority vote is required.

Mayor Newton stated he has always tried not to conduct a vote requiring super-majority if all members were not present.

7. TABLED ORDINANCE(S): READING AND PUBLIC HEARING

7a Ordinance O-21-2159

WITHDRAWN BY APPLICANT JUNE 28, 2021 - ORDINANCE O-21-2159 - Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to PUD-C Planned Unit Development-Commercial zoning district on Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC21-003

Mayor Newton noted this item has been withdrawn by the applicant.

7b Ordinance O-21-2163

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to RE Single-Family 'Estate' Residential zoning district on Lot 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case ZC21-010

This item was not removed from the table and Mayor Newton stated the applicant is going to submit new information.

8. TABLED RESOLUTION(S): READING AND PUBLIC HEARING

All of the following items remained tabled.

8a Resolution R-21-4574

Consideration of a request to abandon a previously dedicated right-of-way (ROW) area on Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case GC20-007

8b Resolution R-21-4575

Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot

2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case PC20-006

8c Resolution R-21-4626

Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lot A1 & A2, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case PC21-008

9. CITIZEN COMMENTS

There were no speakers.

10. REPORTS

Library Board Minutes - April 12, 2021

Planning and Zoning Commission Worksession Minutes - April 26, 2021

Planning and Zoning Commission Minutes - May 10, 2021

Planning and Zoning Commission Worksession Minutes - May 24, 2021

There was no action taken.

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JULY 6, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4630

This resolution was not needed.

12. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 9:05 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 20TH DAY OF JULY 2021.

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 7/20/2021

Number Resolution R-21-4632

Type Resolution

Department City Manager

Title

Approval of the FY2022 fleet replacement schedule

Strategic Plan

2.4 Demonstrate stewardship of public resources

Explanation

Reading and Public Hearing

This agenda item provides for approval of the vehicles to be replaced in FY2022. The plan calls for the sale of 13 vehicles and the purchase of 11 vehicles. The purchases and sales will be coordinated by Enterprise Fleet Management, who has been contracted by the City to assist with fleet management.

Financial Impact

Funding for the fleet replacements are provided for in the proposed FY2022 budget and/or from available cash balances in the Vehicle and Equipment Replacement Fund.

Recommendation

Approve

Attachments

1. 2022 Purchase and Sell List - Colleyville

2022 vehicles to purchase

Engineering Department	2022	Chevrolet	Silverado 1500 LD WT 4x2 Double Cab 6.6 ft. box 147.4 in. WB
Building Services	2022	Ford	Transit-150 Cargo Base All-Wheel Drive Medium Roof Van 148 in. WB
Fire Department	2022	Chevrolet	Tahoe LS 4x2
Police Department	2022	Chevrolet	Tahoe Police Vehicle 4x2
Police Department	2022	Chevrolet	Tahoe Police Vehicle 4x2
Police Department	2022	Chevrolet	Tahoe Police Vehicle 4x2
Police Department	2022	Chevrolet	Tahoe Police Vehicle 4x2
Police Department	2022	Chevrolet	Tahoe Police Vehicle 4x2
Water Utilities	2022	Ford	F-350 Chassis XL 4x2 SD Crew Cab 179 in. WB DRW
Drainage Services	2022	Ford	F-750 Diesel Base Regular Cab Base
Water	2022	Ford	F-750 Diesel Base Regular Cab Base

2022 Vehicles to Sell

1156	1GNLCDKC1HR190411	Police Department	2017	Chevrolet	Tahoe Police Vehicle 4x2
1148	1GNLCDEC6GR257031	Police Department	2016	Chevrolet	Tahoe Police Vehicle 4x2
1144	1GNLC2EC3FR557533	Police Department	2019	Chevrolet	Tahoe Police Vehicle 4x2
1161	1GNLCDEC7JR214695	Police Department	2018	Chevrolet	Tahoe Police Vehicle 4x2
1145	1GNLC2EC2FR557376	Police Department	2019	Chevrolet	Tahoe Police Vehicle 4x2
894	1FDWF36F2YEE26966	Water	2000	Ford	F-350 Chassis XL 4x2 SD Regular Cab 140.8 in. WB DRW HD
896	3FRXF75W18V572722	Drainage Services	2008	Ford	F-750 XL Regular Cab XL
719	1FTMF1CM9DKF99074	Engineering Department	2013	Ford	F-150 XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB
702E	3N6CM0KN0KK710793	Building Services	2019	Nissan	NV200 S 4dr Compact Cargo Van
897	3FRXF7FJ3CV313287	Water	2012	Ford	F-750 XL Regular Cab XL
415	1GNWKLEG2DR300675	Fire Department	2013	Chevrolet	Suburban 2500 LS 4x4
707 FLEET	1FMCU49H08KE43360	Fleet	2008	Ford	Escape Hybrid
5110	1FBSS3BL5ADA00599		2010	Ford	E-350 Super Duty



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c
Type Resolution
Department Engineering

Agenda Date 7/20/2021

Number Resolution R-21-4632

Title

Approval of a construction contract with Quick Set Concrete, for the FY2021 Sidewalk Connectivity Project, in an amount not to exceed \$383,813.00, which includes a staff recommended contingency of \$50,000 if needed, and authorizing the City Manager to execute the contract

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

On September 15, 2020, the City Council approved Resolution R-20-4535, approving the fiscal year 2021-2025 Capital Improvement Program (CIP) including the FY2021 Sidewalk Connectivity Project.

The project includes constructing a new sidewalk and barrier free ramps at five (5) locations. Three (3) of the sites are included as part of the base bid, while two (2) of the sites are included as additive alternative bids. The improvements include minor grading, adjustments to various appurtenances, and site preparation.

Base bid site locations include:

1. L.D. Lockett between Reatta Place and Quality Hill Street
2. Cheek-Sparger and Bedford Road area include sections along Bedford Road between Plantation Drive and along Cheek-Sparger Road between Bedford Road and existing trail
3. Thompson Terrace between Colleyville Boulevard and West Glade Road

Alternate Site #1

Bandit Trail between Overland Trail and Windswept Trail

Alternate Site #2

Bluebonnet Road between Riverwalk Drive and Cherry Lane

Staff's recommendation is to award only the base bid site locations and Alternate #2 to include the Bluebonnet Road section.

The award shall be based on the lowest responsible bidder whose evaluation by the

City indicates to be in the best interest of the City and taxpayers. After review of pricing, references, and qualifications, the recommendation is to award the contract to Quick Set Concrete. This recommendation is based upon the contractor's experience with similar projects, their reputation, and quality of references.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on June 6, 13, and 20, 2021. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 52 plan holders, of which there were three engineers, 27 general contractors, two manufacturers, four other, one owner, seven plan rooms, seven sub-contractors, and one supplier.

The City received ten electronically sealed bids, which were opened and publicly read aloud via tele-conference on June 29, 2021.

Financial Impact

Funding for the project is available in the following funds:

Capital Projects Fund - \$90,581.50

CEDC - \$137,381.50

TIF - \$155,850.00

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Sidewalk Connectivity Bid Tab
2. Award Recommendation
3. Construction Services Agreement
4. Form 1295
5. Resolution R-20-4535

CHECKED BY: Misty Christian
Misty Christian, P.E. 6/30/2021

Owner: City of Colleyville				Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5	
Job No.: 061063057				Quickset Concrete		Capko Concrete Structures, LLC.		MHB Construction, Inc.		GRod Construction, LLC.		Urban Infraconstruction	
Project: FY 2021 Colleyville Sidewalk Connectivity Project				3971 Summit Ridge Dr.		PO Box 426		2908 W. Pafford St.		889 E. Rock Island Ave.		2512 Gravel Drive	
Date: June 29, 2021				Corinth, TX 76210		Azle, TX 76098		Fort Worth, TX 76110		Boyd, TX 76023		Fort Worth, TX 76118	
Item	Description	Unit	Quantity	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization and Bonds	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$11,000.00	\$11,000.00
2	Traffic Control and Traffic Control Plan (All Sites)	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,600.00	\$7,600.00	\$6,900.00	\$6,900.00
3	General Site Preparation (Removals)	LS	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$12,100.00	\$12,100.00	\$8,000.00	\$8,000.00
4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	1,700	\$50.85	\$86,445.00	\$66.00	\$112,200.00	\$109.85	\$186,745.00	\$69.00	\$117,300.00	\$75.00	\$127,500.00
5	ADA Barrier Free Ramps (All Types)	EA	7	\$1,900.00	\$13,300.00	\$1,200.00	\$8,400.00	\$2,200.00	\$15,400.00	\$1,500.00	\$10,500.00	\$1,800.00	\$12,600.00
6	Reconstruction of Concrete Driveway	SY	90	\$80.55	\$7,249.50	\$145.00	\$13,050.00	\$91.00	\$8,190.00	\$91.00	\$8,190.00	\$117.00	\$10,530.00
7	Reconstruction of Asphalt Driveway	SY	60	\$63.00	\$3,780.00	\$70.00	\$4,200.00	\$91.00	\$5,460.00	\$68.00	\$4,080.00	\$160.00	\$9,600.00
8	Reconstruction of Gravel Driveway (8" thickness, No. 57)	SY	25	\$45.00	\$1,125.00	\$120.00	\$3,000.00	\$95.00	\$2,375.00	\$43.00	\$1,075.00	\$65.00	\$1,625.00
9	24"x12" Drainage Box (Match Existing) Extension	LF	50	\$1,725.00	\$86,250.00	\$230.00	\$11,500.00	\$197.76	\$9,888.00	\$303.00	\$15,150.00	\$240.00	\$12,000.00
10	24"x12" Headwall (Match Existing)	EA	1	\$950.00	\$950.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$3,200.00	\$3,200.00
11	Adjust Existing Water Meter Boxes, Water/Irrigation Valves to Grade	EA	10	\$75.00	\$750.00	\$1,000.00	\$10,000.00	\$30.00	\$300.00	\$700.00	\$7,000.00	\$700.00	\$7,000.00
12	Remove and Relocate Existing Planter near LD Lockett and Chalford Common	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$1,300.00	\$1,300.00	\$1,700.00	\$1,700.00
13	Relocate and/or Rebuild Existing Brick Mailbox LD Lockett	EA	1	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$2,200.00	\$2,200.00	\$1,460.00	\$1,460.00
14	Remove Special Mailbox and Provide Standard Mailbox	EA	1	\$150.00	\$150.00	\$500.00	\$500.00	\$150.00	\$150.00	\$350.00	\$350.00	\$1,700.00	\$1,700.00
15	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$5,000.00	\$5,000.00	\$2,625.00	\$2,625.00	\$100.00	\$100.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00
16	12" Class III RCP	LF	30	\$125.00	\$3,750.00	\$139.00	\$4,170.00	\$115.00	\$3,450.00	\$113.00	\$3,390.00	\$280.00	\$8,400.00
17	24" Class III RCP	LF	50	\$195.00	\$9,750.00	\$162.00	\$8,100.00	\$115.00	\$5,750.00	\$105.00	\$5,250.00	\$170.00	\$8,500.00
18	Clean (Desilt) Existing Culverts (Various Sizes)	LF	180	\$25.00	\$4,500.00	\$22.00	\$3,960.00	\$30.00	\$5,400.00	\$16.00	\$2,880.00	\$50.00	\$9,000.00
19	Reset Existing Driveway Culvert	LF	30	\$15.00	\$450.00	\$69.00	\$2,070.00	\$60.00	\$1,800.00	\$58.00	\$1,740.00	\$92.00	\$2,760.00
20	12"-18" Safety End Treatments	EA	12	\$75.00	\$900.00	\$1,500.00	\$18,000.00	\$750.00	\$9,000.00	\$2,200.00	\$26,400.00	\$2,100.00	\$25,200.00
21	24" Safety End Treatments	EA	6	\$95.00	\$570.00	\$1,700.00	\$10,200.00	\$1,000.00	\$6,000.00	\$2,300.00	\$13,800.00	\$2,600.00	\$15,600.00
22	Grade Ditch Along Reagan Road	LF	100	\$45.00	\$4,500.00	\$30.00	\$3,000.00	\$10.00	\$1,000.00	\$24.00	\$2,400.00	\$60.00	\$6,000.00
23	6"-8" PVC Drainage Pipe	LF	100	\$18.00	\$1,800.00	\$26.00	\$2,600.00	\$10.00	\$1,000.00	\$34.00	\$3,400.00	\$70.00	\$7,000.00
24	Sod	SY	2,200	\$2.25	\$4,950.00	\$7.00	\$15,400.00	\$8.00	\$17,600.00	\$7.00	\$15,400.00	\$11.00	\$24,200.00
25	4" Topsoil	SY	2,200	\$2.00	\$4,400.00	\$10.00	\$22,000.00	\$5.25	\$11,550.00	\$6.50	\$14,300.00	\$7.00	\$15,400.00
26	Embankment at Thompson Terrace	CY	15	\$45.00	\$675.00	\$151.00	\$2,265.00	\$35.00	\$525.00	\$67.00	\$1,005.00	\$90.00	\$1,350.00
27	Construction Allowance	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Base Bid					\$318,544.50		\$358,440.00		\$358,733.00		\$361,410.00		\$392,725.00
Additive Alternate #1 (Bandit Trail)													
A1-1	Mobilization and Bonds	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00
A1-2	Traffic Control and Traffic Control Plan	LS	1	\$1,500.00	\$1,500.00	\$1,235.00	\$1,235.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
A1-3	General Site Preparation (Removals)	LS	1	\$5,000.00	\$5,000.00	\$3,088.00	\$3,088.00	\$150.00	\$150.00	\$4,100.00	\$4,100.00	\$1,050.00	\$1,050.00
A1-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	350	\$50.85	\$17,797.50	\$66.00	\$23,100.00	\$109.85	\$38,447.50	\$69.00	\$24,150.00	\$60.00	\$21,000.00
A1-5	Reconstruction of Concrete Driveway	SY	40	\$71.55	\$2,862.00	\$145.00	\$5,800.00	\$91.00	\$3,640.00	\$96.00	\$3,840.00	\$100.00	\$4,000.00
A1-6	Sod	SY	600	\$2.25	\$1,350.00	\$7.00	\$4,200.00	\$8.00	\$4,800.00	\$6.50	\$3,900.00	\$10.00	\$6,000.00
A1-7	4" Topsoil	SY	600	\$2.00	\$1,200.00	\$10.00	\$6,000.00	\$5.25	\$3,150.00	\$6.00	\$3,600.00	\$6.00	\$3,600.00
Total Additive Alternate #1					\$39,709.50		\$45,423.00		\$52,887.50		\$45,790.00		\$40,450.00
Additive Alternate #2 (Bluebonnet Drive)													
A2-1	Mobilization and Bonds	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00
A2-2	Traffic Control and Traffic Control Plan	LS	1	\$1,500.00	\$1,500.00	\$2,153.00	\$2,153.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
A2-3	General Site Preparation (Removals)	LS	1	\$5,000.00	\$5,000.00	\$5,383.00	\$5,383.00	\$750.00	\$750.00	\$5,200.00	\$5,200.00	\$1,200.00	\$1,200.00
A2-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	610	\$50.85	\$31,018.50	\$66.00	\$40,260.00	\$109.85	\$67,008.50	\$69.00	\$42,090.00	\$59.00	\$35,990.00
A2-5	ADA Barrier Free Ramps (All Types)	EA	6	\$1,900.00	\$11,400.00	\$1,200.00	\$7,200.00	\$2,200.00	\$13,200.00	\$1,600.00	\$9,600.00	\$1,400.00	\$8,400.00
A2-6	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$150.00	\$150.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
A2-7	6"-8" PVC Drainage Pipe	LF	25	\$18.00	\$450.00	\$26.00	\$650.00	\$10.00	\$250.00	\$38.00	\$950.00	\$60.00	\$1,500.00
A2-8	Sod	SY	800	\$2.25	\$1,800.00	\$7.00	\$5,600.00	\$8.00	\$6,400.00	\$7.00	\$5,600.00	\$10.00	\$8,000.00
A2-9	4" Topsoil	SY	800	\$2.00	\$1,600.00	\$10.00	\$8,000.00	\$5.25	\$4,200.00	\$5.50	\$4,400.00	\$6.00	\$4,800.00
Total Additive Alternate #2					\$65,268.50		\$73,546.00		\$94,658.50		\$76,540.00		\$67,590.00

CHECKED BY: 

Misty Christian, P.E. 6/30/2021

Owner: City of Colleyville				Bidder 6		Bidder 7		Bidder 8		Bidder 9		Bidder 10	
Job No.: 061063057				DBi Services, LLC		HQS Construction, LLC		KEN-DO CONTRACTING		Joe Funk Construction, Inc.		Fast General Contracting	
Project: FY 2021 Colleyville Sidewalk Connectivity Project				100 North Conahan Drive		PO Box 250771		3651 Greathouse Rd.		1126 Indian Trail		5587 Davis Blvd., Ste. 500	
Date: June 29, 2021				Hazleton, PA 18201		Plano, TX 75025		Waxahachie, TX 75167		Dallas, TX 75229		North Richland Hills, TX 76180	
Item	Description	Unit	Quantity	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization and Bonds	LS	1	\$30,000.00	\$30,000.00	\$37,500.00	\$37,500.00	\$20,000.00	\$20,000.00	\$23,400.00	\$23,400.00	\$20,000.00	\$20,000.00
2	Traffic Control and Traffic Control Plan (All Sites)	LS	1	\$5,000.00	\$5,000.00	\$17,500.00	\$17,500.00	\$10,000.00	\$10,000.00	\$23,075.00	\$23,075.00	\$20,000.00	\$20,000.00
3	General Site Preparation (Removals)	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$34,450.00	\$34,450.00	\$20,000.00	\$20,000.00
4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	1,700	\$85.00	\$144,500.00	\$65.00	\$110,500.00	\$65.00	\$110,500.00	\$68.56	\$116,552.00	\$17,000.00	\$28,900,000.00
5	ADA Barrier Free Ramps (All Types)	EA	7	\$2,000.00	\$14,000.00	\$1,750.00	\$12,250.00	\$2,800.00	\$19,600.00	\$1,235.00	\$8,645.00	\$20,000.00	\$140,000.00
6	Reconstruction of Concrete Driveway	SY	90	\$100.00	\$9,000.00	\$100.00	\$9,000.00	\$85.00	\$7,650.00	\$111.46	\$10,031.40	\$20,000.00	\$1,800,000.00
7	Reconstruction of Asphalt Driveway	SY	60	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$70.00	\$4,200.00	\$104.96	\$6,297.60	\$0.00	\$0.00
8	Reconstruction of Gravel Driveway (8" thickness, No. 57)	SY	25	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$40.00	\$1,000.00	\$85.46	\$2,136.50	\$0.00	\$0.00
9	24"x12" Drainage Box (Match Existing) Extension	LF	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$200.00	\$10,000.00	\$520.00	\$26,000.00	\$0.00	\$0.00
10	24"x12" Headwall (Match Existing)	EA	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00
11	Adjust Existing Water Meter Boxes, Water/Irrigation Valves to Grade	EA	10	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$150.00	\$1,500.00	\$227.50	\$2,275.00	\$0.00	\$0.00
12	Remove and Relocate Existing Planter near LD Lockett and Chalford Common	EA	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,632.50	\$2,632.50	\$0.00	\$0.00
13	Relocate and/or Rebuild Existing Brick Mailbox LD Lockett	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,950.00	\$1,950.00	\$0.00	\$0.00
14	Remove Special Mailbox and Provide Standard Mailbox	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$975.00	\$975.00	\$0.00	\$0.00
15	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$16,454.10	\$16,454.10	\$0.00	\$0.00
16	12" Class III RCP	LF	30	\$60.00	\$1,800.00	\$90.00	\$2,700.00	\$175.00	\$5,250.00	\$111.46	\$3,343.80	\$0.00	\$0.00
17	24" Class III RCP	LF	50	\$80.00	\$4,000.00	\$100.00	\$5,000.00	\$225.00	\$11,250.00	\$189.46	\$9,473.00	\$0.00	\$0.00
18	Clean (Desilt) Existing Culverts (Various Sizes)	LF	180	\$20.00	\$3,600.00	\$45.00	\$8,100.00	\$60.00	\$10,800.00	\$10.40	\$1,872.00	\$0.00	\$0.00
19	Reset Existing Driveway Culvert	LF	30	\$1,000.00	\$30,000.00	\$50.00	\$1,500.00	\$100.00	\$3,000.00	\$104.00	\$3,120.00	\$0.00	\$0.00
20	12"-18" Safety End Treatments	EA	12	\$1,500.00	\$18,000.00	\$3,500.00	\$42,000.00	\$2,500.00	\$30,000.00	\$4,875.00	\$58,500.00	\$0.00	\$0.00
21	24" Safety End Treatments	EA	6	\$1,500.00	\$9,000.00	\$4,000.00	\$24,000.00	\$3,000.00	\$18,000.00	\$5,525.00	\$33,150.00	\$0.00	\$0.00
22	Grade Ditch Along Reagan Road	LF	100	\$40.00	\$4,000.00	\$85.00	\$8,500.00	\$50.00	\$5,000.00	\$45.50	\$4,550.00	\$0.00	\$0.00
23	6"-8" PVC Drainage Pipe	LF	100	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$90.00	\$9,000.00	\$52.00	\$5,200.00	\$0.00	\$0.00
24	Sod	SY	2,200	\$6.00	\$13,200.00	\$9.00	\$19,800.00	\$8.00	\$17,600.00	\$9.10	\$20,020.00	\$0.00	\$0.00
25	4" Topsoil	SY	2,200	\$6.00	\$13,200.00	\$5.00	\$11,000.00	\$20.00	\$44,000.00	\$5.20	\$11,440.00	\$0.00	\$0.00
26	Embankment at Thompson Terrace	CY	15	\$200.00	\$3,000.00	\$60.00	\$900.00	\$75.00	\$1,125.00	\$58.50	\$877.50	\$0.00	\$0.00
27	Construction Allowance	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Base Bid					\$393,800.00		\$412,750.00		\$413,075.00		\$480,320.40		\$30,950,000.00
Additive Alternate #1 (Bandit Trail)													
A1-1	Mobilization and Bonds	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00
A1-2	Traffic Control and Traffic Control Plan	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$16,250.00	\$16,250.00	\$0.00	\$0.00
A1-3	General Site Preparation (Removals)	LS	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$23,725.00	\$23,725.00	\$0.00	\$0.00
A1-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	350	\$85.00	\$29,750.00	\$65.00	\$22,750.00	\$80.00	\$28,000.00	\$64.60	\$22,610.00	\$0.00	\$0.00
A1-5	Reconstruction of Concrete Driveway	SY	40	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00	\$107.50	\$4,300.00	\$0.00	\$0.00
A1-6	Sod	SY	600	\$6.00	\$3,600.00	\$9.00	\$5,400.00	\$8.00	\$4,800.00	\$9.10	\$5,460.00	\$0.00	\$0.00
A1-7	4" Topsoil	SY	600	\$6.00	\$3,600.00	\$5.00	\$3,000.00	\$20.00	\$12,000.00	\$5.20	\$3,120.00	\$0.00	\$0.00
Total Additive Alternate #1					\$51,950.00		\$43,150.00		\$62,400.00		\$79,365.00		\$0.00
Additive Alternate #2 (Bluebonnet Drive)													
A2-1	Mobilization and Bonds	LS	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00
A2-2	Traffic Control and Traffic Control Plan	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$15,535.00	\$15,535.00	\$0.00	\$0.00
A2-3	General Site Preparation (Removals)	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$23,725.00	\$23,725.00	\$0.00	\$0.00
A2-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	610	\$85.00	\$51,850.00	\$65.00	\$39,650.00	\$80.00	\$48,800.00	\$61.00	\$37,210.00	\$0.00	\$0.00
A2-5	ADA Barrier Free Ramps (All Types)	EA	6	\$1,500.00	\$9,000.00	\$1,750.00	\$10,500.00	\$3,000.00	\$18,000.00	\$1,235.00	\$7,410.00	\$0.00	\$0.00
A2-6	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$11,050.00	\$11,050.00	\$0.00	\$0.00
A2-7	6"-8" PVC Drainage Pipe	LF	25	\$25.00	\$625.00	\$30.00	\$750.00	\$150.00	\$3,750.00	\$52.00	\$1,300.00	\$0.00	\$0.00
A2-8	Sod	SY	800	\$5.00	\$4,000.00	\$9.00	\$7,200.00	\$8.00	\$6,400.00	\$9.10	\$7,280.00	\$0.00	\$0.00
A2-9	4" Topsoil	SY	800	\$5.00	\$4,000.00	\$5.00	\$4,000.00	\$20.00	\$16,000.00	\$5.20	\$4,160.00	\$0.00	\$0.00
Total Additive Alternate #2					\$81,475.00		\$73,600.00		\$112,950.00		\$111,570.00		\$0.00

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July 2, 2021

Mr. Ray Silva-Reyes
City of Colleyville
100 Main Street, 2nd Floor
Colleyville, Texas 76034

Re: Bid Results
FY 2021 Sidewalk Connectivity Project
KHA No. 061063064

Dear Ray:

On June 29, 2021, the City of Colleyville received bids for the FY 2021 Sidewalk Connectivity project. The project consists of constructing new sidewalk and barrier free ramps at five (5) locations. Three (3) of the sites are part of the base bid, while two (2) of the sites are included as Additive Alternate Bids. The improvements include the installation of new 5' wide (min.) sidewalks, minor grading, adjustments to various appurtenances, and site preparation

The following bid proposals were received:

<u>Bidder</u>	<u>Base Bid</u>	<u>Additive Alt. #1</u>	<u>Additive Alt. #2</u>
Quickset Concrete	\$318,544.50	\$39,709.50	\$ 65,268.50
Capco Concrete Structures, LLC	\$358,440.00	\$45,423.00	\$ 73,546.00
MHB Construction, Inc.	\$358,733.00	\$52,887.50	\$ 94,658.50
GRod Construction, LLC	\$361,410.00	\$45,790.00	\$ 76,540.00
Urban Infraconstruction	\$392,725.00	\$40,450.00	\$ 67,590.00
DBi Services, LLC	\$393,800.00	\$51,950.00	\$ 81,475.00
HQS Construction, LLC	\$412,750.00	\$43,150.00	\$ 73,600.00
Ken-Do Contracting	\$413,075.00	\$62,400.00	\$112,950.00
Joe Funk Construction, Inc.	\$480,320.40	\$79,365.00	\$111,570.00
Fast General Contracting	Unresponsive		

Kimley-Horn has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews it appears that Quickset Concrete is the lowest qualified responsive bidder. Enclosed is a copy of the Bid Summary report and itemized Bid Tabulation for your reference. The contract time for the project is 120 consecutive calendar days for the base bid, and if awarded, 30 additional days each for Additive Alternates #1 and #2.

Thank you for the opportunity to be of service to the City of Colleyville. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Misty D. Christian, P.E., CFM

CHECKED BY: 
Misty Christian, P.E. 6/30/2021

Owner: City of Colleyville				Bidder 1 Quickset Concrete 3971 Summit Ridge Dr. Corinth, TX 76210		Bidder 2 Capko Concrete Structures, LLC. PO Box 426 Azle, TX 76098		Bidder 3 MHB Construction, Inc. 2908 W. Pafford St. Fort Worth, TX 76110		Bidder 4 GRod Construction, LLC. 889 E. Rock Island Ave. Boyd, TX 76023		Bidder 5 Urban Infraconstruction 2512 Gravel Drive Fort Worth, TX 76118	
Job No.: 061063064													
Project: FY 2021 Colleyville Sidewalk Connectivity Project													
Date	June 29, 2021												
Item	Description	Unit	Quantity	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization and Bonds	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$11,000.00	\$11,000.00
2	Traffic Control and Traffic Control Plan (All Sites)	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,600.00	\$7,600.00	\$6,900.00	\$6,900.00
3	General Site Preparation (Removals)	LS	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$12,100.00	\$12,100.00	\$8,000.00	\$8,000.00
4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	1,700	\$50.85	\$86,445.00	\$66.00	\$112,200.00	\$109.85	\$186,745.00	\$69.00	\$117,300.00	\$75.00	\$127,500.00
5	ADA Barrier Free Ramps (All Types)	EA	7	\$1,900.00	\$13,300.00	\$1,200.00	\$8,400.00	\$2,200.00	\$15,400.00	\$1,500.00	\$10,500.00	\$1,800.00	\$12,600.00
6	Reconstruction of Concrete Driveway	SY	90	\$80.55	\$7,249.50	\$145.00	\$13,050.00	\$91.00	\$8,190.00	\$91.00	\$8,190.00	\$117.00	\$10,530.00
7	Reconstruction of Asphalt Driveway	SY	60	\$63.00	\$3,780.00	\$70.00	\$4,200.00	\$91.00	\$5,460.00	\$68.00	\$4,080.00	\$160.00	\$9,600.00
8	Reconstruction of Gravel Driveway (8" thickness, No. 57)	SY	25	\$45.00	\$1,125.00	\$120.00	\$3,000.00	\$95.00	\$2,375.00	\$43.00	\$1,075.00	\$65.00	\$1,625.00
9	24"x12" Drainage Box (Match Existing) Extension	LF	50	\$1,725.00	\$86,250.00	\$230.00	\$11,500.00	\$197.76	\$9,888.00	\$303.00	\$15,150.00	\$240.00	\$12,000.00
10	24"x12" Headwall (Match Existing)	EA	1	\$950.00	\$950.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$3,200.00	\$3,200.00
11	Adjust Existing Water Meter Boxes, Water/Irrigation Valves to Grade	EA	10	\$75.00	\$750.00	\$1,000.00	\$10,000.00	\$30.00	\$300.00	\$700.00	\$7,000.00	\$700.00	\$7,000.00
12	Remove and Relocate Existing Planter near LD Lockett and Chalford Common	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$1,300.00	\$1,300.00	\$1,700.00	\$1,700.00
13	Relocate and/or Rebuild Existing Brick Mailbox LD Lockett	EA	1	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$2,200.00	\$2,200.00	\$1,460.00	\$1,460.00
14	Remove Special Mailbox and Provide Standard Mailbox	EA	1	\$150.00	\$150.00	\$500.00	\$500.00	\$150.00	\$150.00	\$350.00	\$350.00	\$1,700.00	\$1,700.00
15	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$5,000.00	\$5,000.00	\$2,625.00	\$2,625.00	\$100.00	\$100.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00
16	12" Class III RCP	LF	30	\$125.00	\$3,750.00	\$139.00	\$4,170.00	\$115.00	\$3,450.00	\$113.00	\$3,390.00	\$280.00	\$8,400.00
17	24" Class III RCP	LF	50	\$195.00	\$9,750.00	\$162.00	\$8,100.00	\$115.00	\$5,750.00	\$105.00	\$5,250.00	\$170.00	\$8,500.00
18	Clean (Desilt) Existing Culverts (Various Sizes)	LF	180	\$25.00	\$4,500.00	\$22.00	\$3,960.00	\$30.00	\$5,400.00	\$16.00	\$2,880.00	\$50.00	\$9,000.00
19	Reset Existing Driveway Culvert	LF	30	\$15.00	\$450.00	\$69.00	\$2,070.00	\$60.00	\$1,800.00	\$58.00	\$1,740.00	\$92.00	\$2,760.00
20	12"-18" Safety End Treatments	EA	12	\$75.00	\$900.00	\$1,500.00	\$18,000.00	\$750.00	\$9,000.00	\$2,200.00	\$26,400.00	\$2,100.00	\$25,200.00
21	24" Safety End Treatments	EA	6	\$95.00	\$570.00	\$1,700.00	\$10,200.00	\$1,000.00	\$6,000.00	\$2,300.00	\$13,800.00	\$2,600.00	\$15,600.00
22	Grade Ditch Along Reagan Road	LF	100	\$45.00	\$4,500.00	\$30.00	\$3,000.00	\$10.00	\$1,000.00	\$24.00	\$2,400.00	\$60.00	\$6,000.00
23	6"-8" PVC Drainage Pipe	LF	100	\$18.00	\$1,800.00	\$26.00	\$2,600.00	\$10.00	\$1,000.00	\$34.00	\$3,400.00	\$70.00	\$7,000.00
24	Sod	SY	2,200	\$2.25	\$4,950.00	\$7.00	\$15,400.00	\$8.00	\$17,600.00	\$7.00	\$15,400.00	\$11.00	\$24,200.00
25	4" Topsoil	SY	2,200	\$2.00	\$4,400.00	\$10.00	\$22,000.00	\$5.25	\$11,550.00	\$6.50	\$14,300.00	\$7.00	\$15,400.00
26	Embankment at Thompson Terrace	CY	15	\$45.00	\$675.00	\$151.00	\$2,265.00	\$35.00	\$525.00	\$67.00	\$1,005.00	\$90.00	\$1,350.00
27	Construction Allowance	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Base Bid					\$318,544.50		\$358,440.00		\$358,733.00		\$361,410.00		\$392,725.00
Additive Alternate #1 (Bandit Trail)													
A1-1	Mobilization and Bonds	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00
A1-2	Traffic Control and Traffic Control Plan	LS	1	\$1,500.00	\$1,500.00	\$1,235.00	\$1,235.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
A1-3	General Site Preparation (Removals)	LS	1	\$5,000.00	\$5,000.00	\$3,088.00	\$3,088.00	\$150.00	\$150.00	\$4,100.00	\$4,100.00	\$1,050.00	\$1,050.00
A1-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	350	\$50.85	\$17,797.50	\$66.00	\$23,100.00	\$109.85	\$38,447.50	\$69.00	\$24,150.00	\$60.00	\$21,000.00
A1-5	Reconstruction of Concrete Driveway	SY	40	\$71.55	\$2,862.00	\$145.00	\$5,800.00	\$91.00	\$3,640.00	\$96.00	\$3,840.00	\$100.00	\$4,000.00
A1-6	Sod	SY	600	\$2.25	\$1,350.00	\$7.00	\$4,200.00	\$8.00	\$4,800.00	\$6.50	\$3,900.00	\$10.00	\$6,000.00
A1-7	4" Topsoil	SY	600	\$2.00	\$1,200.00	\$10.00	\$6,000.00	\$5.25	\$3,150.00	\$6.00	\$3,600.00	\$6.00	\$3,600.00
Total Additive Alternate #1					\$39,709.50		\$45,423.00		\$52,887.50		\$45,790.00		\$40,450.00
Additive Alternate #2 (Bluebonnet Drive)													
A2-1	Mobilization and Bonds	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00
A2-2	Traffic Control and Traffic Control Plan	LS	1	\$1,500.00	\$1,500.00	\$2,153.00	\$2,153.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
A2-3	General Site Preparation (Removals)	LS	1	\$5,000.00	\$5,000.00	\$5,383.00	\$5,383.00	\$750.00	\$750.00	\$5,200.00	\$5,200.00	\$1,200.00	\$1,200.00
A2-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	610	\$50.85	\$31,018.50	\$66.00	\$40,260.00	\$109.85	\$67,008.50	\$69.00	\$42,090.00	\$59.00	\$35,990.00
A2-5	ADA Barrier Free Ramps (All Types)	EA	6	\$1,900.00	\$11,400.00	\$1,200.00	\$7,200.00	\$2,200.00	\$13,200.00	\$1,600.00	\$9,600.00	\$1,400.00	\$8,400.00
A2-6	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$150.00	\$150.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
A2-7	6"-8" PVC Drainage Pipe	LF	25	\$18.00	\$450.00	\$26.00	\$650.00	\$10.00	\$250.00	\$38.00	\$950.00	\$60.00	\$1,500.00
A2-8	Sod	SY	800	\$2.25	\$1,800.00	\$7.00	\$5,600.00	\$8.00	\$6,400.00	\$7.00	\$5,600.00	\$10.00	\$8,000.00
A2-9	4" Topsoil	SY	800	\$2.00	\$1,600.00	\$10.00	\$8,000.00	\$5.25	\$4,200.00	\$5.50	\$4,400.00	\$6.00	\$4,800.00
Total Additive Alternate #2					\$65,268.50		\$73,546.00		\$94,658.50		\$76,540.00		\$67,590.00

CHECKED BY: 
Misty Christian, P.E. 6/30/2021

Owner: City of Colleyville				Bidder 6		Bidder 7		Bidder 8		Bidder 9		Bidder 10	
Job No.: 061063057				DBi Services, LLC		HQS Construction, LLC		KEN-DO CONTRACTING		Joe Funk Construction, Inc.		Fast General Contracting	
Project: FY 2021 Colleyville Sidewalk Connectivity Project				100 North Conahan Drive		PO Box 250771		3651 Greathouse Rd.		1126 Indian Trail		5587 Davis Blvd., Ste. 500	
Date: June 29, 2021				Hazleton, PA 18201		Plano, TX 75025		Waxahachie, TX 75167		Dallas, TX 75229		North Richland Hills, TX 76180	
Item	Description	Unit	Quantity	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid													
1	Mobilization and Bonds	LS	1	\$30,000.00	\$30,000.00	\$37,500.00	\$37,500.00	\$20,000.00	\$20,000.00	\$23,400.00	\$23,400.00	\$20,000.00	\$20,000.00
2	Traffic Control and Traffic Control Plan (All Sites)	LS	1	\$5,000.00	\$5,000.00	\$17,500.00	\$17,500.00	\$10,000.00	\$10,000.00	\$23,075.00	\$23,075.00	\$20,000.00	\$20,000.00
3	General Site Preparation (Removals)	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$34,450.00	\$34,450.00	\$20,000.00	\$20,000.00
4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	1,700	\$85.00	\$144,500.00	\$65.00	\$110,500.00	\$65.00	\$110,500.00	\$68.56	\$116,552.00	\$17,000.00	\$28,900,000.00
5	ADA Barrier Free Ramps (All Types)	EA	7	\$2,000.00	\$14,000.00	\$1,750.00	\$12,250.00	\$2,800.00	\$19,600.00	\$1,235.00	\$8,645.00	\$20,000.00	\$140,000.00
6	Reconstruction of Concrete Driveway	SY	90	\$100.00	\$9,000.00	\$100.00	\$9,000.00	\$85.00	\$7,650.00	\$111.46	\$10,031.40	\$20,000.00	\$1,800,000.00
7	Reconstruction of Asphalt Driveway	SY	60	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$70.00	\$4,200.00	\$104.96	\$6,297.60	\$0.00	\$0.00
8	Reconstruction of Gravel Driveway (8" thickness, No. 57)	SY	25	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$40.00	\$1,000.00	\$85.46	\$2,136.50	\$0.00	\$0.00
9	24"x12" Drainage Box (Match Existing) Extension	LF	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$200.00	\$10,000.00	\$520.00	\$26,000.00	\$0.00	\$0.00
10	24"x12" Headwall (Match Existing)	EA	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00
11	Adjust Existing Water Meter Boxes, Water/Irrigation Valves to Grade	EA	10	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$150.00	\$1,500.00	\$227.50	\$2,275.00	\$0.00	\$0.00
12	Remove and Relocate Existing Planter near LD Lockett and Chalford Common	EA	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,632.50	\$2,632.50	\$0.00	\$0.00
13	Relocate and/or Rebuild Existing Brick Mailbox LD Lockett	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,950.00	\$1,950.00	\$0.00	\$0.00
14	Remove Special Mailbox and Provide Standard Mailbox	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$975.00	\$975.00	\$0.00	\$0.00
15	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$16,454.10	\$16,454.10	\$0.00	\$0.00
16	12" Class III RCP	LF	30	\$60.00	\$1,800.00	\$90.00	\$2,700.00	\$175.00	\$5,250.00	\$111.46	\$3,343.80	\$0.00	\$0.00
17	24" Class III RCP	LF	50	\$80.00	\$4,000.00	\$100.00	\$5,000.00	\$225.00	\$11,250.00	\$189.46	\$9,473.00	\$0.00	\$0.00
18	Clean (Desilt) Existing Culverts (Various Sizes)	LF	180	\$20.00	\$3,600.00	\$45.00	\$8,100.00	\$60.00	\$10,800.00	\$10.40	\$1,872.00	\$0.00	\$0.00
19	Reset Existing Driveway Culvert	LF	30	\$1,000.00	\$30,000.00	\$50.00	\$1,500.00	\$100.00	\$3,000.00	\$104.00	\$3,120.00	\$0.00	\$0.00
20	12"-18" Safety End Treatments	EA	12	\$1,500.00	\$18,000.00	\$3,500.00	\$42,000.00	\$2,500.00	\$30,000.00	\$4,875.00	\$58,500.00	\$0.00	\$0.00
21	24" Safety End Treatments	EA	6	\$1,500.00	\$9,000.00	\$4,000.00	\$24,000.00	\$3,000.00	\$18,000.00	\$5,525.00	\$33,150.00	\$0.00	\$0.00
22	Grade Ditch Along Reagan Road	LF	100	\$40.00	\$4,000.00	\$85.00	\$8,500.00	\$50.00	\$5,000.00	\$45.50	\$4,550.00	\$0.00	\$0.00
23	6"-8" PVC Drainage Pipe	LF	100	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$90.00	\$9,000.00	\$52.00	\$5,200.00	\$0.00	\$0.00
24	Sod	SY	2,200	\$6.00	\$13,200.00	\$9.00	\$19,800.00	\$8.00	\$17,600.00	\$9.10	\$20,020.00	\$0.00	\$0.00
25	4" Topsoil	SY	2,200	\$6.00	\$13,200.00	\$5.00	\$11,000.00	\$20.00	\$44,000.00	\$5.20	\$11,440.00	\$0.00	\$0.00
26	Embankment at Thompson Terrace	CY	15	\$200.00	\$3,000.00	\$60.00	\$900.00	\$75.00	\$1,125.00	\$58.50	\$877.50	\$0.00	\$0.00
27	Construction Allowance	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Base Bid					\$393,800.00		\$412,750.00		\$413,075.00		\$480,320.40		\$30,950,000.00
Additive Alternate #1 (Bandit Trail)													
A1-1	Mobilization and Bonds	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00
A1-2	Traffic Control and Traffic Control Plan	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$16,250.00	\$16,250.00	\$0.00	\$0.00
A1-3	General Site Preparation (Removals)	LS	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$23,725.00	\$23,725.00	\$0.00	\$0.00
A1-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	350	\$85.00	\$29,750.00	\$65.00	\$22,750.00	\$80.00	\$28,000.00	\$64.60	\$22,610.00	\$0.00	\$0.00
A1-5	Reconstruction of Concrete Driveway	SY	40	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00	\$107.50	\$4,300.00	\$0.00	\$0.00
A1-6	Sod	SY	600	\$6.00	\$3,600.00	\$9.00	\$5,400.00	\$8.00	\$4,800.00	\$9.10	\$5,460.00	\$0.00	\$0.00
A1-7	4" Topsoil	SY	600	\$6.00	\$3,600.00	\$5.00	\$3,000.00	\$20.00	\$12,000.00	\$5.20	\$3,120.00	\$0.00	\$0.00
Total Additive Alternate #1					\$51,950.00		\$43,150.00		\$62,400.00		\$79,365.00		\$0.00
Additive Alternate #2 (Bluebonnet Drive)													
A2-1	Mobilization and Bonds	LS	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$0.00	\$0.00
A2-2	Traffic Control and Traffic Control Plan	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$15,535.00	\$15,535.00	\$0.00	\$0.00
A2-3	General Site Preparation (Removals)	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$23,725.00	\$23,725.00	\$0.00	\$0.00
A2-4	5" Reinforced Concrete Sidewalk (Width Varies, Class B)	SY	610	\$85.00	\$51,850.00	\$65.00	\$39,650.00	\$80.00	\$48,800.00	\$61.00	\$37,210.00	\$0.00	\$0.00
A2-5	ADA Barrier Free Ramps (All Types)	EA	6	\$1,500.00	\$9,000.00	\$1,750.00	\$10,500.00	\$3,000.00	\$18,000.00	\$1,235.00	\$7,410.00	\$0.00	\$0.00
A2-6	Trim Trees/Bushes as Indicated on the Plans (Various Sizes)	LS	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$11,050.00	\$11,050.00	\$0.00	\$0.00
A2-7	6"-8" PVC Drainage Pipe	LF	25	\$25.00	\$625.00	\$30.00	\$750.00	\$150.00	\$3,750.00	\$52.00	\$1,300.00	\$0.00	\$0.00
A2-8	Sod	SY	800	\$5.00	\$4,000.00	\$9.00	\$7,200.00	\$8.00	\$6,400.00	\$9.10	\$7,280.00	\$0.00	\$0.00
A2-9	4" Topsoil	SY	800	\$5.00	\$4,000.00	\$5.00	\$4,000.00	\$20.00	\$16,000.00	\$5.20	\$4,160.00	\$0.00	\$0.00
Total Additive Alternate #2					\$81,475.00		\$73,600.00		\$112,950.00		\$111,570.00		\$0.00

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CONSTRUCTION SERVICES AGREEMENT

FY2021 Sidewalk Connectivity Project

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Quick Set Concrete, Co**, a Texas Corporation, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville FY2021 Sidewalk Connectivity Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # ENG-2021-005 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed THREE HUNDRED AND EIGHTY-THREE THOUSAND EIGHT HUNDRED AND THIRTEEN AND NO/100 DOLLARS (\$383,813) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the

CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is One Hundred and Fifty (150) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 150th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500 per day.

E. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within Ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the

cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance:

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

- (1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and
- (2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability.

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

Section 19. Independent Contractor.

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 20. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main St Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt, City Attorney c/o City Secretary 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Quick Set Concrete, Co Attn: Michael Ingle Owner 3971 Summit Ridge Drive Corinth, Texas 76210

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Signature page to follow

EXECUTED on this the ____ day of _____, 20__.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:EM:Date:July 8, 2021:v4.2019

EXECUTED on this the ____ day of _____, 20__.

CONTRACTOR
Quick Set Concrete, Co

By: _____
Michael Ingle
Owner

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Quick Set Concrete
Corinth, TX United States

Certificate Number:
2021-778332

Date Filed:
07/14/2021

Date Acknowledged:
07/15/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ENG-2021-005
Concrete sidewalks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Quick Set Concrete
Corinth, TX United States

Certificate Number:
2021-778332

Date Filed:
07/14/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ENG-2021-005
Concrete sidewalks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



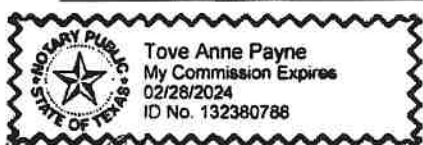
6 UNSWORN DECLARATION

My name is Dan Gregg, and my date of birth is 4/24/1957.

My address is 3971 Summit Ridge Dr (street), Corinth (city), TX (state), 76210 (zip code), Denton (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 15 day of July, 2021.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION R-20-4535

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

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 September 1, 2020
 - b. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
 - c. Approval of the FY2021 fleet replacement schedule
 - d. Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
 - e. Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
 - f. Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
 - g. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

- h. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 15TH DAY OF SEPTEMBER 2020.

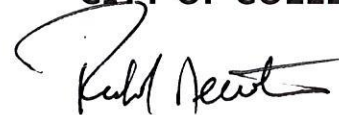
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2020	Estimated 8/1/2020 Available Balances		\$16,999,238	\$6,343,096	\$4,206,052	\$1,810,127	\$0	\$201,853	\$533,476	\$1,484,169	\$1,343,197	\$491,783	\$14,839,180	\$2,454,899	\$1,060,211	\$1,019,582	\$4,327,068
	Projects under contract or in progress																
	Batting Cages for City Park Baseball Facility	\$95,000	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Desig	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank Rehabilitation - Construction	\$1,103,000	\$0	\$1,103,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Colleyville Center New Roof	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2020	\$56,500	\$0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Construction of Parking Facility at Central Fire Station	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Drainage Fee Assessment Study	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2020	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Design	\$14,000	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout - Construction	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0
	Justice Center - Metal Roof Coating	\$246,500	\$246,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Keyless Entry /Card Reader Expansion	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land Purchase	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,600,000	\$0	\$0	\$0	\$0
	L.D. Lockett Pump Station Emergency Generator	\$410,000	\$0	\$410,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape Improvements Near Pavilion at McPherson	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Design	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	New Warmup Area at City Park Baseball Fields	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2020	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2020	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Sparger Park	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Waterline (John McCain North to Bear Creek)	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000
	Public Works Service Center Site Improvements-Design	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Nature Center	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Reagan Park	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation at City Park	\$903,000	\$0	\$0	\$503,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - ROW	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
	SH26 Beautification FY2020	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0
	Stormwater Master Plan	\$193,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,000	\$0	\$0	\$0	\$0
	Street Pavement Marking-2020	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Replacement	\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley Subdivision/Rustic Oaks	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water Lines - Design	\$342,000	\$287,000	\$49,200	\$0	\$5,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Risk and Resilience Assessment	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water, Wastewater, and Roadway Impact Fee Update	\$128,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
	Sum Of Total Project Cost:	\$15,017,500	\$1,240,500	\$1,790,200	\$714,500	\$305,800	\$0	\$32,000	\$32,000	\$586,500	\$575,000	\$0	\$9,655,000	\$0	\$0	\$32,000	\$54,000
	(+) Year-end surplus contributions		\$1,395,305	\$1,330,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Costs not included in project list				\$845,263							\$57,382	\$759,678				
	(+) FY21 Budgeted Contribution		\$0	\$78,323	\$799,438	\$20,000	\$0	\$10,000	\$254,444	\$46,586	\$54,067	\$40,555	\$767,084	\$59,286	\$11,492	\$19,297	\$88,608

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2021	Estimated 10/1/2020 Available Balance		\$17,154,043	\$5,961,219	\$3,445,727	\$1,724,327	\$3,077,000	\$179,853	\$755,920	\$944,255	\$822,264	\$474,956	\$5,191,586	\$2,514,185	\$1,071,703	\$1,006,879	\$4,361,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2021	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Design	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Const	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Central Fire Station Interior Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Const	\$4,105,000	\$0	\$900,000	\$0	\$0	\$1,877,000	\$0	\$0	\$0	\$0	\$0	\$1,328,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail-Design	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	City Hall Interior Renovation	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall Dumpster Enclosure and Storage Facility	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	City Hall/Library - HVAC Replacement	\$327,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327,600	\$0	\$0	\$0	\$0
	City Park Pickleball Court	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
	City Park Softball Shade Structure and Playground Im	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Fee Impervious Area Study	\$90,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,900	\$0	\$0	\$0	\$0
	Drainage Improvements FY2021	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Fiber Optic	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	Fire Station 2 AC Replacement	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Fire Stations Bay Area Renovation	\$200,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flood Gates Upgrade	\$425,000	\$0	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Rd (Phase 2-SH26 to Pool) Design	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
	Glade Road at Bluebonnet Drive	\$1,900,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	\$0	\$0
	Improvements to Parks Building (on Bransford)	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	Justice Center - HVAC Replacement	\$395,000	\$395,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Safety Enhancements	\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	L.D. Lockett Road Right Turn Ln - Construction	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library 2nd Floor Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Overland Park Amenity	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2021	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2021	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parks House Demo and Site Prep	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Permit Software Acquisition	\$300,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0
	Pleasant Run Practice Fields New Restroom	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Bridge at Big Bear (White Chapel	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Rehabilitation (John McCain to N	\$1,800,000	\$1,250,000	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Waterline (John McCain North to	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$800,000
	Public Works Service Center Renovations	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center Exterior Renovations	\$120,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center RFP Professional Services	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SH26 Beautification FY2021	\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2021	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2021	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane	\$630,000	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water/Drainage/Road	\$2,700,000	\$1,800,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
	Water Project 12: Woodbriar Estates - Design	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Design	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
	Water Project 6: Quail Crest - Design	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 10: Rehabilitation of Priority 2 Manholes	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path - Design	\$90,000	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$40,253,500	\$7,480,000	\$2,370,000	\$685,000	\$1,975,000	\$3,077,000	\$0	\$310,000	\$300,000	\$530,000	\$0	\$21,756,500	\$0	\$200,000	\$350,000	\$1,220,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$3,921,570							\$186,262	\$194,318				
	(-/+) Transfers in/out		-\$10,381,432										\$11,281,432				
	(+) FY22 Budgeted Contribution		\$2,244,834	\$546,941	\$2,287,391	\$8,622	\$0	\$10,000	\$450,000	\$28,885	\$174,445	\$127,400	\$6,525,730	\$49,314	\$21,434	\$49,500	\$210,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2022	Estimated 10/1/2021 Available Balance		\$2,037,445	\$4,669,260	\$1,126,548	-\$42,051	\$1,222,302	\$189,853	\$895,920	\$673,140	\$466,709	\$416,095	\$1,047,930	\$2,563,499	\$893,137	\$706,379	\$3,351,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2022	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Park Fence Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
	City Park New Amenity	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,000	\$0	\$0	\$0	\$0	\$41,000	\$0	\$0
	Cooks and Waller Lane	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements at Nature Center	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2022	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY22 Construct	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
	Hardage Lane	\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jackson Road Bridge Renovation-Construction	\$1,222,302	\$0	\$0	\$0	\$0	\$1,222,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Cleaning and Sealing	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Interior Renovation	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Construction	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Overland Park Amenity Phase II	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2022	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2022	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2022	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
	Senior Center Renovations	\$3,000,000	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
	SH26 Beautification FY2022	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2022	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2022	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: Woodbriar Estates - Construction	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 16: Timberline Drive - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
	Water Project 5: Brighton Oaks - Design	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 6: Quail Crest - Construction	\$700,000	\$0	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path WW Renewal and Road F	\$1,300,000	\$500,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$28,527,302	\$4,350,000	\$4,950,000	\$875,000	\$300,000	\$1,222,302	\$0	\$0	\$659,000	\$580,000	\$0	\$10,750,000	\$2,500,000	\$41,000	\$0	\$800,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,543,743							\$150,248	\$196,261				
	(-/+) Transfers in/out		-\$1,747,092										\$2,647,092				
	(+) FY23 Budgeted Contribution		\$2,211,191	\$794,326	\$2,287,491	\$0	\$0	\$10,000	\$450,000	\$23,463	\$167,334	\$133,720	\$7,719,252	\$49,413	\$17,863	\$37,125	\$157,500

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2023	Estimated 10/1/2022 Available Balance		-\$1,348,456	\$1,044,686	\$995,296	-\$142,051	\$0	\$199,853	\$1,345,920	\$37,603	\$54,043	\$399,567	\$468,013	\$112,912	\$870,000	\$743,504	\$2,709,176
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2023	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall - Boiler Replacement	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Dog Park/Splash Pad	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0
	Drainage Improvements FY2023	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Kimzey Park Playground Improvements	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail PH2-Construction	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2023	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2023	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rehabilitate the Historic Fire Station	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,000	\$0	\$0	\$0	\$0
	Senior Center Renovations-2023	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2023	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2023	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Brighton Oaks Water/Street Rehabi.	\$2,550,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
	Water Project 16: Timberline Drive - Construction	\$2,500,000	\$700,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Woodbriar/Quail Crest Street Rehabilitation (Compai	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$15,159,000	\$4,575,000	\$2,000,000	\$1,300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,384,000	\$0	\$700,000	\$0	\$1,900,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,568,445							\$151,263	\$198,224				
	(-/+) Transfers in/out		\$1,259,827										-\$1,159,827				
	(+) FY24 Budgeted Contribution		\$2,202,895	\$1,038,457	\$2,338,901	\$0	\$0	\$10,000	\$450,000	\$5,000	\$159,081	\$140,356	\$6,918,579	\$44,512	\$17,400	\$27,844	\$118,125
2024	Estimated 10/1/2023 Available Balance		-\$1,960,734	\$614,243	\$465,752	-\$242,051	\$0	\$209,853	\$1,795,920	\$42,603	\$213,124	\$388,660	\$1,644,541	\$157,424	\$187,400	\$771,348	\$927,301
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2024	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Hall and Library Exterior Cleaning and Sealing	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0
	Bedford Road Trail - Construction	\$1,500,000	\$1,500,000	\$0			\$0	\$0	\$0				\$0			\$0	\$0
	Drainage Improvements FY2024	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2024	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2024	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2024	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2024	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2024	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2024	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Constructi	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$7,250,000	\$4,075,000	\$1,900,000	\$375,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,591,974							\$152,309	\$200,206				
	(-/+) Transfers in/out		\$4,800,000										-\$5,700,000				
	(+) FY25 Budgeted Contribution		\$1,702,598	\$1,301,597	\$2,381,077	\$0	\$0	\$10,000	\$450,000	\$5,000	\$162,262	\$147,324	\$7,123,887	\$44,601	\$3,748	\$20,883	\$88,594

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2025	Estimated 10/1/2024 Available Balance		\$966,864	\$546,940	\$879,855	-\$342,051	\$0	\$219,853	\$2,245,920	\$47,603	\$375,386	\$383,674	\$2,268,222	\$202,025	\$191,148	\$792,231	\$1,015,895
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2025	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2025	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Library Equipment Replacement	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2025	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2025	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2025	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2025	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2025	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 13: Glade at Old Oak and SH121 - Desi	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Construction	\$3,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$6,725,000	\$4,575,000	\$1,200,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,021,821							\$153,387	\$202,208				
	(-/+) Transfers in/out		\$8,068,697										-\$8,068,697				
	(+) FY26 Budgeted Contribution		\$1,709,365	\$1,573,732	\$2,413,367	\$0	\$0	\$10,000	\$450,000	\$5,000	\$165,508	\$154,640	\$7,335,353	\$44,690	\$3,823	\$15,662	\$66,445
	Estimated 10/1/25 Available Balances		\$6,669,926	\$1,451,772	\$1,971,401	-\$442,051	\$0	\$229,853	\$2,695,920	\$52,603	\$540,894	\$284,927	\$1,082,670	\$246,715	\$194,971	\$807,893	\$1,082,340
	Total Project Cost Grand Total Sum:	\$112,932,302	\$26,295,500	\$14,210,200	\$4,249,500	\$3,480,800	\$4,299,302	\$32,000	\$342,000	\$1,545,500	\$1,685,000	\$100,000	\$47,395,500	\$2,500,000	\$941,000	\$382,000	\$3,974,000

*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

**These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d
Type Resolution
Department Engineering

Agenda Date 7/20/2021

Number Resolution R-21-4632

Title

Approval of rejecting all bids for the Fire Stations Apparatus Bays Project

Strategic Plan

2.4 Demonstrate stewardship of public resources

Explanation

Reading and Public Hearing

On September 15, 2020, the City Council approved Resolution R-20-4535, approving the fiscal year 2021-2025 Capital Improvement Program (CIP) including the Fire Stations Apparatus Bays Project.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on May 2, 9, and 16, 2021. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 47 plan holders, of which were three architects, 20 general contractors, one not specified, four other, eight plan rooms, six sub-contractors, and four suppliers.

The City received six sealed bids, which were opened and publicly read aloud on June 1, 2021.

The lowest base bid amount of \$360,000.00 submitted by CMC Development & Construction Corporation exceeds the budget allocation amount of \$200,000. Staff is currently exploring alternate options such as utilizing BuyBoard vendors for the project, the potential for grant funds to cover a portion of the costs, and will present options to Council at a later date. As a result, it is respectfully requested Council approve the rejection of all bids submitted.

Financial Impact

There is no financial impact to the City.

Recommendation

Denial

Attachments

1. FS Apparatus Bays Bid Tab
2. Resolution R-20-4535

Bid Tab - Colleyville-Fire Station Apparatus Bay Renovations

June 3, 2021

Item	Description	Unit	QTY	CMC Development & Construction Corporation	Henthorn Commercial Construction	Taurus Commercial, Inc.	Nouveau Construction and Technology Services, L.P.	Mart, Inc.	308 Construction
1	Mobilization, Demobilization, Bonds and Insurance in accordance with the Notice to Bidders; for lump sum of:	LS	1	\$34,993.00	\$59,976.00	\$46,890.03	\$64,552.00	\$50,734.00	\$78,900.00
2	Procurement and installation of three (3) exhaust removal systems as scheduled; for the lump sum of:	LS	1	\$165,412.00	\$152,000.00	\$175,359.99	\$138,873.00	\$165,900.00	\$244,080.00
3	Removal and disposal of existing Apparatus Bay acoustical ceiling tiles, procurement and installation of new acoustical ceiling tiles, and cleaning of ceiling mounted fixture and equipment; for the lump sum of:	LS	1	\$28,275.00	\$29,900.00	\$18,301.46	\$23,873.00	\$37,500.00	\$43,870.00
4	Preparation and installation of new polyurethane flooring systems as specified; for the sum of:	LS	1	\$97,520.00	\$99,445.00	\$119,868.14	\$139,561.00	\$106,000.00	\$166,215.00
5	Painting of walls, ceilings, and doors as scheduled. Installing vinyl station logos on walls; for the lump sum of:	LS	1	\$26,800.00	\$26,894.00	\$38,659.02	\$40,646.00	\$47,000.00	\$38,796.00
6	Interior Demolition and material hauloff and disposal; for the lump sum of:	LS	1	\$7,000.00	\$5,000.00	\$6,180.73	\$2,495.00	\$3,000.00	\$9,975.00
	SubTotal			\$360,000.00	\$373,215.00	\$405,259.37	\$410,000.00	\$410,134.00	\$581,836.00
7	Construction Contingency	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Grand Total				\$410,000.00	\$423,215.00	\$455,259.37	\$460,000.00	\$460,134.00	\$631,836.00

RESOLUTION R-20-4535

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

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 September 1, 2020
 - b. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
 - c. Approval of the FY2021 fleet replacement schedule
 - d. Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
 - e. Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
 - f. Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
 - g. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

- h. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 15TH DAY OF SEPTEMBER 2020.

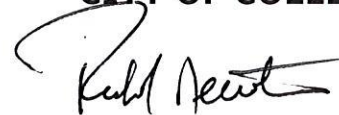
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2020	Estimated 8/1/2020 Available Balances		\$16,999,238	\$6,343,096	\$4,206,052	\$1,810,127	\$0	\$201,853	\$533,476	\$1,484,169	\$1,343,197	\$491,783	\$14,839,180	\$2,454,899	\$1,060,211	\$1,019,582	\$4,327,068
	Projects under contract or in progress																
	Batting Cages for City Park Baseball Facility	\$95,000	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Desig	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank Rehabilitation - Construction	\$1,103,000	\$0	\$1,103,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Colleyville Center New Roof	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2020	\$56,500	\$0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Construction of Parking Facility at Central Fire Station	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Drainage Fee Assessment Study	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2020	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Design	\$14,000	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout -	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0
	Justice Center - Metal Roof Coating	\$246,500	\$246,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Keyless Entry /Card Reader Expansion	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land Purchase	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,600,000	\$0	\$0	\$0	\$0
	L.D. Lockett Pump Station Emergency Generator	\$410,000	\$0	\$410,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape Improvements Near Pavilion at McPherson	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Design	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	New Warmup Area at City Park Baseball Fields	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2020	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2020	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Sparger Park	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Waterline (John McCain North to Bear Creek)	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000
	Public Works Service Center Site Improvements-Design	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Nature Center	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Reagan Park	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation at City Park	\$903,000	\$0	\$0	\$503,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - ROW	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
	SH26 Beautification FY2020	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0
	Stormwater Master Plan	\$193,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,000	\$0	\$0	\$0	\$0
	Street Pavement Marking-2020	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Replacement	\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley Subdivision/Rustic Oaks	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water Lines - Design	\$342,000	\$287,000	\$49,200	\$0	\$5,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Risk and Resilience Assessment	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water, Wastewater, and Roadway Impact Fee Update	\$128,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
	Sum Of Total Project Cost:	\$15,017,500	\$1,240,500	\$1,790,200	\$714,500	\$305,800	\$0	\$32,000	\$32,000	\$586,500	\$575,000	\$0	\$9,655,000	\$0	\$0	\$32,000	\$54,000
	(+) Year-end surplus contributions		\$1,395,305	\$1,330,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Costs not included in project list				\$845,263							\$57,382	\$759,678				
	(+) FY21 Budgeted Contribution		\$0	\$78,323	\$799,438	\$20,000	\$0	\$10,000	\$254,444	\$46,586	\$54,067	\$40,555	\$767,084	\$59,286	\$11,492	\$19,297	\$88,608

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2021	Estimated 10/1/2020 Available Balance		\$17,154,043	\$5,961,219	\$3,445,727	\$1,724,327	\$3,077,000	\$179,853	\$755,920	\$944,255	\$822,264	\$474,956	\$5,191,586	\$2,514,185	\$1,071,703	\$1,006,879	\$4,361,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2021	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Design	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Const	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Central Fire Station Interior Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Const	\$4,105,000	\$0	\$900,000	\$0	\$0	\$1,877,000	\$0	\$0	\$0	\$0	\$0	\$1,328,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail-Design	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	City Hall Interior Renovation	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall Dumpster Enclosure and Storage Facility	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	City Hall/Library - HVAC Replacement	\$327,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327,600	\$0	\$0	\$0	\$0
	City Park Pickleball Court	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
	City Park Softball Shade Structure and Playground Im	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Fee Impervious Area Study	\$90,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,900	\$0	\$0	\$0	\$0
	Drainage Improvements FY2021	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Fiber Optic	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	Fire Station 2 AC Replacement	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Fire Stations Bay Area Renovation	\$200,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flood Gates Upgrade	\$425,000	\$0	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Rd (Phase 2-SH26 to Pool) Design	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
	Glade Road at Bluebonnet Drive	\$1,900,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	\$0	\$0
	Improvements to Parks Building (on Bransford)	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	Justice Center - HVAC Replacement	\$395,000	\$395,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Safety Enhancements	\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	L.D. Lockett Road Right Turn Ln - Construction	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library 2nd Floor Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Overland Park Amenity	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2021	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2021	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parks House Demo and Site Prep	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Permit Software Acquisition	\$300,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0
	Pleasant Run Practice Fields New Restroom	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Bridge at Big Bear (White Chapel	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Rehabilitation (John McCain to N	\$1,800,000	\$1,250,000	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Waterline (John McCain North to	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$800,000
	Public Works Service Center Renovations	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center Exterior Renovations	\$120,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center RFP Professional Services	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SH26 Beautification FY2021	\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2021	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2021	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane	\$630,000	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water/Drainage/Road	\$2,700,000	\$1,800,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
	Water Project 12: Woodbriar Estates - Design	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Design	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
	Water Project 6: Quail Crest - Design	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 10: Rehabilitation of Priority 2 Manholes	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path - Design	\$90,000	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$40,253,500	\$7,480,000	\$2,370,000	\$685,000	\$1,975,000	\$3,077,000	\$0	\$310,000	\$300,000	\$530,000	\$0	\$21,756,500	\$0	\$200,000	\$350,000	\$1,220,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$3,921,570							\$186,262	\$194,318				
	(-/+) Transfers in/out		-\$10,381,432										\$11,281,432				
	(+) FY22 Budgeted Contribution		\$2,244,834	\$546,941	\$2,287,391	\$8,622	\$0	\$10,000	\$450,000	\$28,885	\$174,445	\$127,400	\$6,525,730	\$49,314	\$21,434	\$49,500	\$210,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2022	Estimated 10/1/2021 Available Balance		\$2,037,445	\$4,669,260	\$1,126,548	-\$42,051	\$1,222,302	\$189,853	\$895,920	\$673,140	\$466,709	\$416,095	\$1,047,930	\$2,563,499	\$893,137	\$706,379	\$3,351,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2022	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Park Fence Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
	City Park New Amenity	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,000	\$0	\$0	\$0	\$0	\$41,000	\$0	\$0
	Cooks and Waller Lane	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements at Nature Center	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2022	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY22 Construct	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
	Hardage Lane	\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jackson Road Bridge Renovation-Construction	\$1,222,302	\$0	\$0	\$0	\$0	\$1,222,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Cleaning and Sealing	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Interior Renovation	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Construction	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Overland Park Amenity Phase II	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2022	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2022	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2022	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
	Senior Center Renovations	\$3,000,000	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
	SH26 Beautification FY2022	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2022	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2022	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: Woodbriar Estates - Construction	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 16: Timberline Drive - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
	Water Project 5: Brighton Oaks - Design	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 6: Quail Crest - Construction	\$700,000	\$0	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path WW Renewal and Road F	\$1,300,000	\$500,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$28,527,302	\$4,350,000	\$4,950,000	\$875,000	\$300,000	\$1,222,302	\$0	\$0	\$659,000	\$580,000	\$0	\$10,750,000	\$2,500,000	\$41,000	\$0	\$800,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,543,743							\$150,248	\$196,261				
	(-/+) Transfers in/out		-\$1,747,092										\$2,647,092				
	(+) FY23 Budgeted Contribution		\$2,211,191	\$794,326	\$2,287,491	\$0	\$0	\$10,000	\$450,000	\$23,463	\$167,334	\$133,720	\$7,719,252	\$49,413	\$17,863	\$37,125	\$157,500

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2023	Estimated 10/1/2022 Available Balance		-\$1,348,456	\$1,044,686	\$995,296	-\$142,051	\$0	\$199,853	\$1,345,920	\$37,603	\$54,043	\$399,567	\$468,013	\$112,912	\$870,000	\$743,504	\$2,709,176
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2023	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall - Boiler Replacement	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Dog Park/Splash Pad	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0
	Drainage Improvements FY2023	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Kimzey Park Playground Improvements	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail PH2-Construction	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2023	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2023	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rehabilitate the Historic Fire Station	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,000	\$0	\$0	\$0	\$0
	Senior Center Renovations-2023	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2023	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2023	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Brighton Oaks Water/Street Rehabi.	\$2,550,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
	Water Project 16: Timberline Drive - Construction	\$2,500,000	\$700,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Woodbriar/Quail Crest Street Rehabilitation (Compai	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$15,159,000	\$4,575,000	\$2,000,000	\$1,300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,384,000	\$0	\$700,000	\$0	\$1,900,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,568,445							\$151,263	\$198,224				
	(-/+) Transfers in/out		\$1,259,827										-\$1,159,827				
	(+) FY24 Budgeted Contribution		\$2,202,895	\$1,038,457	\$2,338,901	\$0	\$0	\$10,000	\$450,000	\$5,000	\$159,081	\$140,356	\$6,918,579	\$44,512	\$17,400	\$27,844	\$118,125
2024	Estimated 10/1/2023 Available Balance		-\$1,960,734	\$614,243	\$465,752	-\$242,051	\$0	\$209,853	\$1,795,920	\$42,603	\$213,124	\$388,660	\$1,644,541	\$157,424	\$187,400	\$771,348	\$927,301
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2024	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Hall and Library Exterior Cleaning and Sealing	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0
	Bedford Road Trail - Construction	\$1,500,000	\$1,500,000	\$0			\$0	\$0	\$0				\$0			\$0	\$0
	Drainage Improvements FY2024	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2024	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2024	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2024	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2024	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2024	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2024	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Constructi	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$7,250,000	\$4,075,000	\$1,900,000	\$375,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,591,974							\$152,309	\$200,206				
	(-/+) Transfers in/out		\$4,800,000										-\$5,700,000				
	(+) FY25 Budgeted Contribution		\$1,702,598	\$1,301,597	\$2,381,077	\$0	\$0	\$10,000	\$450,000	\$5,000	\$162,262	\$147,324	\$7,123,887	\$44,601	\$3,748	\$20,883	\$88,594

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2025	Estimated 10/1/2024 Available Balance		\$966,864	\$546,940	\$879,855	-\$342,051	\$0	\$219,853	\$2,245,920	\$47,603	\$375,386	\$383,674	\$2,268,222	\$202,025	\$191,148	\$792,231	\$1,015,895
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2025	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2025	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Library Equipment Replacement	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2025	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2025	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2025	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2025	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2025	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 13: Glade at Old Oak and SH121 - Desi	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Construction	\$3,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$6,725,000	\$4,575,000	\$1,200,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,021,821							\$153,387	\$202,208				
	(-/+) Transfers in/out		\$8,068,697										-\$8,068,697				
	(+) FY26 Budgeted Contribution		\$1,709,365	\$1,573,732	\$2,413,367	\$0	\$0	\$10,000	\$450,000	\$5,000	\$165,508	\$154,640	\$7,335,353	\$44,690	\$3,823	\$15,662	\$66,445
	Estimated 10/1/25 Available Balances		\$6,669,926	\$1,451,772	\$1,971,401	-\$442,051	\$0	\$229,853	\$2,695,920	\$52,603	\$540,894	\$284,927	\$1,082,670	\$246,715	\$194,971	\$807,893	\$1,082,340
	Total Project Cost Grand Total Sum:	\$112,932,302	\$26,295,500	\$14,210,200	\$4,249,500	\$3,480,800	\$4,299,302	\$32,000	\$342,000	\$1,545,500	\$1,685,000	\$100,000	\$47,395,500	\$2,500,000	\$941,000	\$382,000	\$3,974,000

*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

**These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a
Type Presentation
Department Finance

Agenda Date 7/20/2021

Number

Title

Monthly Financial Report - June 2021

Explanation

General Fund

Through June, the General Fund has collected 91% of its budgeted revenue and spent 72% of its budgeted expenditures. Cash flow remains stronger than anticipated, led by higher revenue from sales and property taxes. Due to legislation passed during the last legislative session and a weak fixed income market, franchise tax revenue and interest income are the only weaker spots in the revenue profile. In total, the Fund's surplus of \$5.3 million is a little lower than last year. Please note that for the purposes of this report, the \$1.4 million in CARES Act funding the City received last year has been removed.

Sales tax revenue

Colleyville received its eighth collection for the year from May's sales, and it brought in an increase of 2.4% over May of last year. This puts our total YTD growth at 14.1% over FY20, and makes for a total dollar gain of \$748,000. Statewide, Texas cities saw another month of double digit gains for a total fiscal year increase of almost 10%. DFW cities fared better with an average monthly increase of almost 23%, yielding a total average year-to-date increase of 12%. It also looks as if destination-based economies such as Hurst and Grapevine are beginning to turn around.

Utility Fund

Through the ninth month of the fiscal year, the Utility Fund has collected 60% of its budgeted revenue and spent 52% of its budgeted expenditures. The surplus of \$1.56 million is stronger than last year due to the strong true-up refund from the Trinity River Authority, which will pass on to the cash-funded capital improvement plan at the end of the year. If we net out the revenues and expenses associated with water/sewer services from the T.R.A., which the City does not control, spending for the City's direct costs are tracking right at budget for this period.

Drainage Fund

To date, the Drainage Utility Fund has received 77% of its budgeted revenue and spent 73% of its budgeted expenditures. This fund's cash flow is tracking lower than last

year due primarily to increased payroll costs from a position that was reallocated to this fund as well as overtime costs and temp help. The current surplus of \$169,000 represents a \$48,000 increase from last month, showing continued improvement. Drainage fee revenues tend to average at 1.2% higher than the previous fiscal year, although at this point there is less than 1% growth for FY21.

Hotel Fund

The Hotel Fund began the year outperforming expectations due mostly to lower spending than anticipated for the first quarter. Half of this fund is dedicated to personnel costs, whereas the other half is dedicated to improvements, event supplies, and promoting the City via events, economic development, and direct advertising. The revenue only comes in once each quarter, and typically amounts to around \$60,000 every payment. However, COVID appears to still be taking its toll on this industry, as the first quarter payment took a large hit. The last payment does indicate that this revenue is making a slight comeback, though. The current fund balance is sitting at \$192,000 as of the end of this month. Given the large balance here, the fund can take a lackluster year.

Debt Service Fund

Similar to the General Fund's property tax collections, the Debt Service fund has received a substantial portion of its property taxes this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of June's figures, the fund is running a deficit of about \$32,000, which was planned. The majority of the fund's expenditures have been spent, with the remaining budget dedicated to a pumper lease and an ambulance lease. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

Attachments

1. June 2021 - Monthly Financial Report Presentation
2. June 2021 MFR



Agenda Item - Items not for council action

Monthly Financial Report June 2021

City Council Meeting
July 20, 2021

General Fund

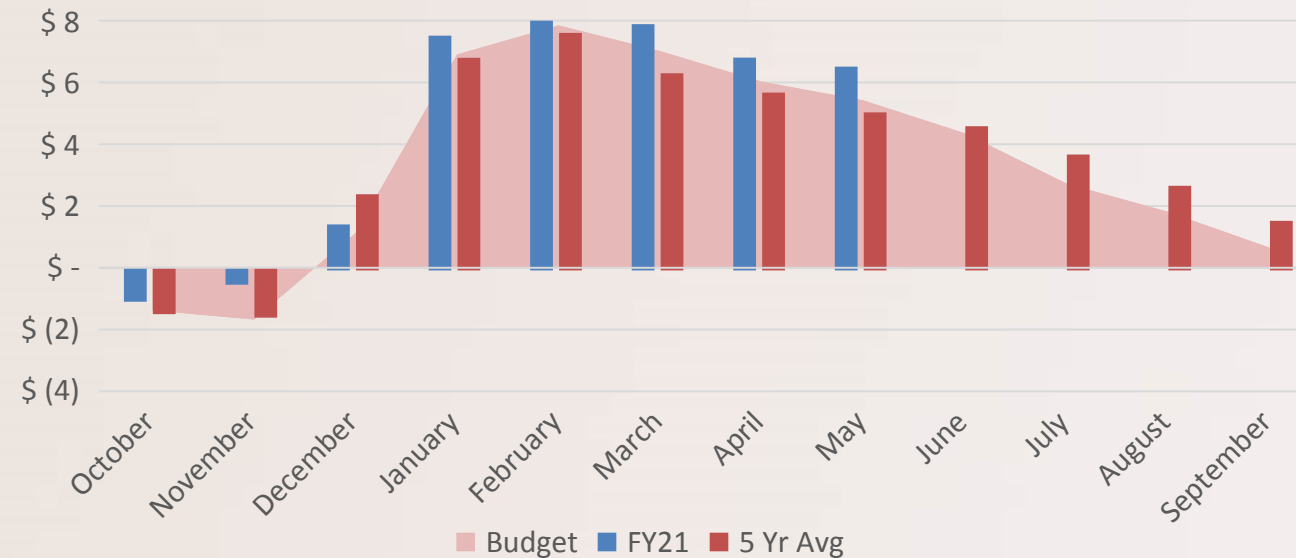


General Fund

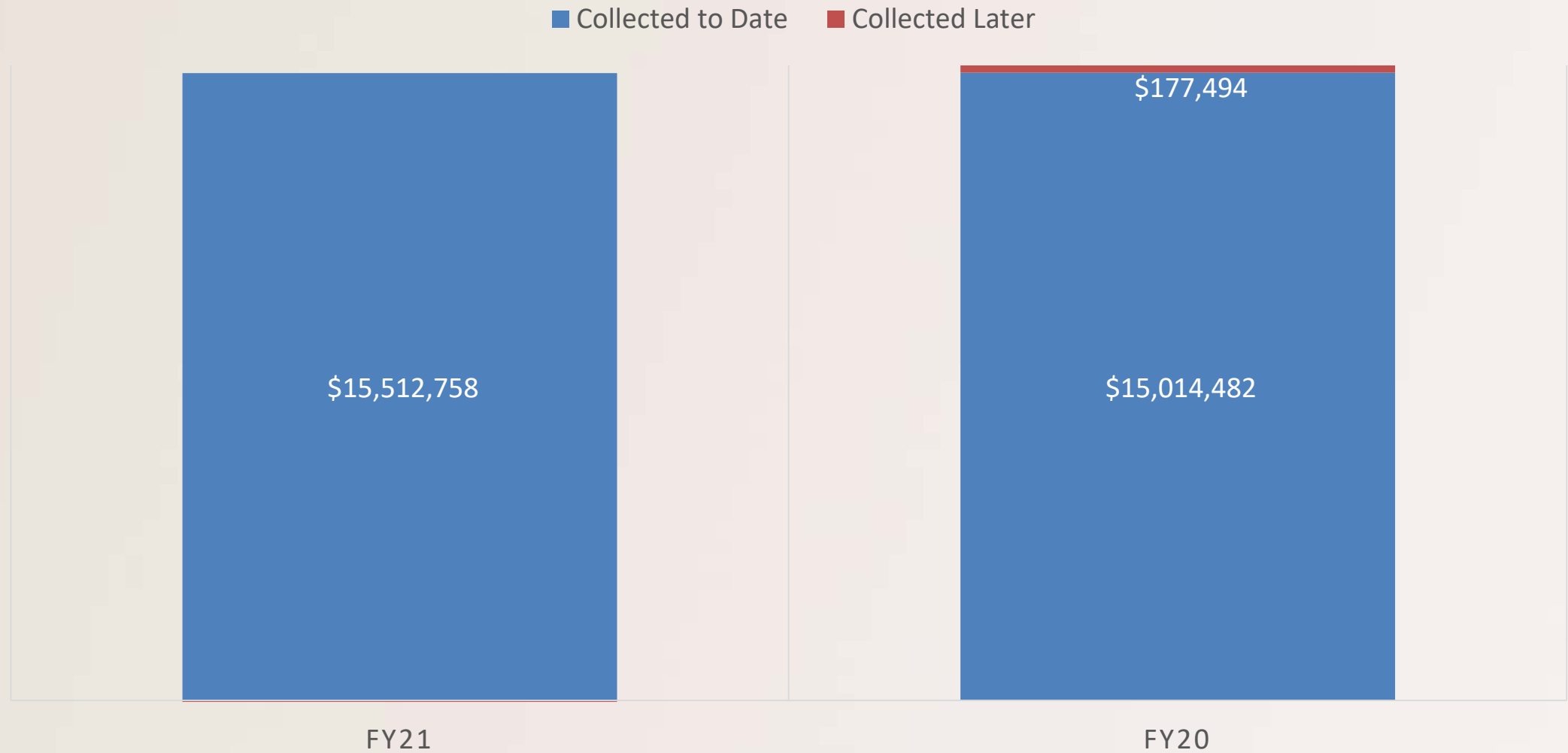
	FY21 Budget		FY21 YTD		% of Budget	FY20 YTD		FY20% of Budget
Revenues	\$	25,124,381	\$	22,944,079	91%	\$	22,339,108	91%
Expenditures	\$	24,476,396	\$	17,686,577	72%	\$	16,880,887	70%
	\$	647,985	\$	5,257,502		\$	5,458,221	

*75% of the year is completed

General Fund Cash Flow



Property Tax Highlight

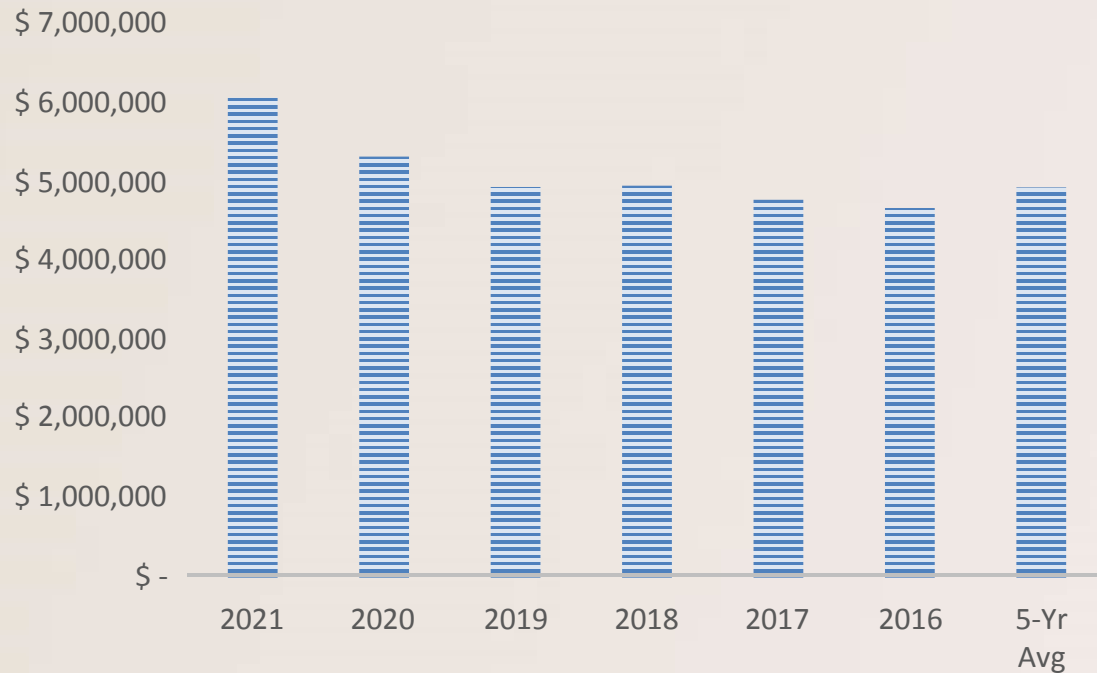


Sales Tax Highlight



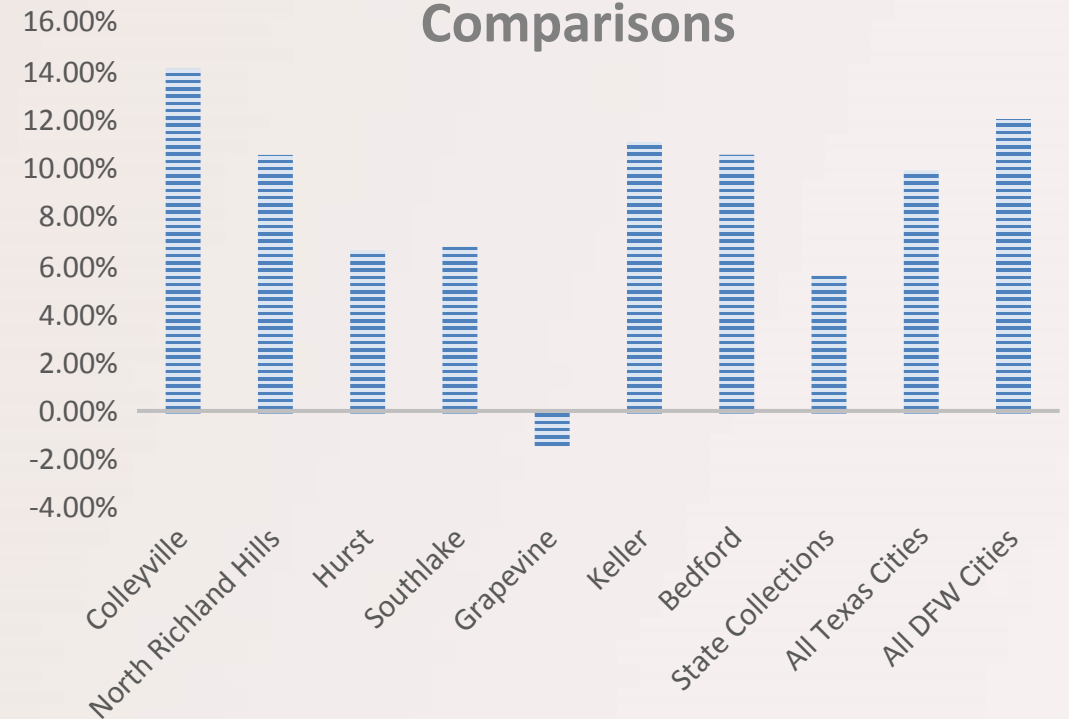
FY21 YTD Receipts compared to Previous Years

Thru May Sales Tax Receipts (Comparison)

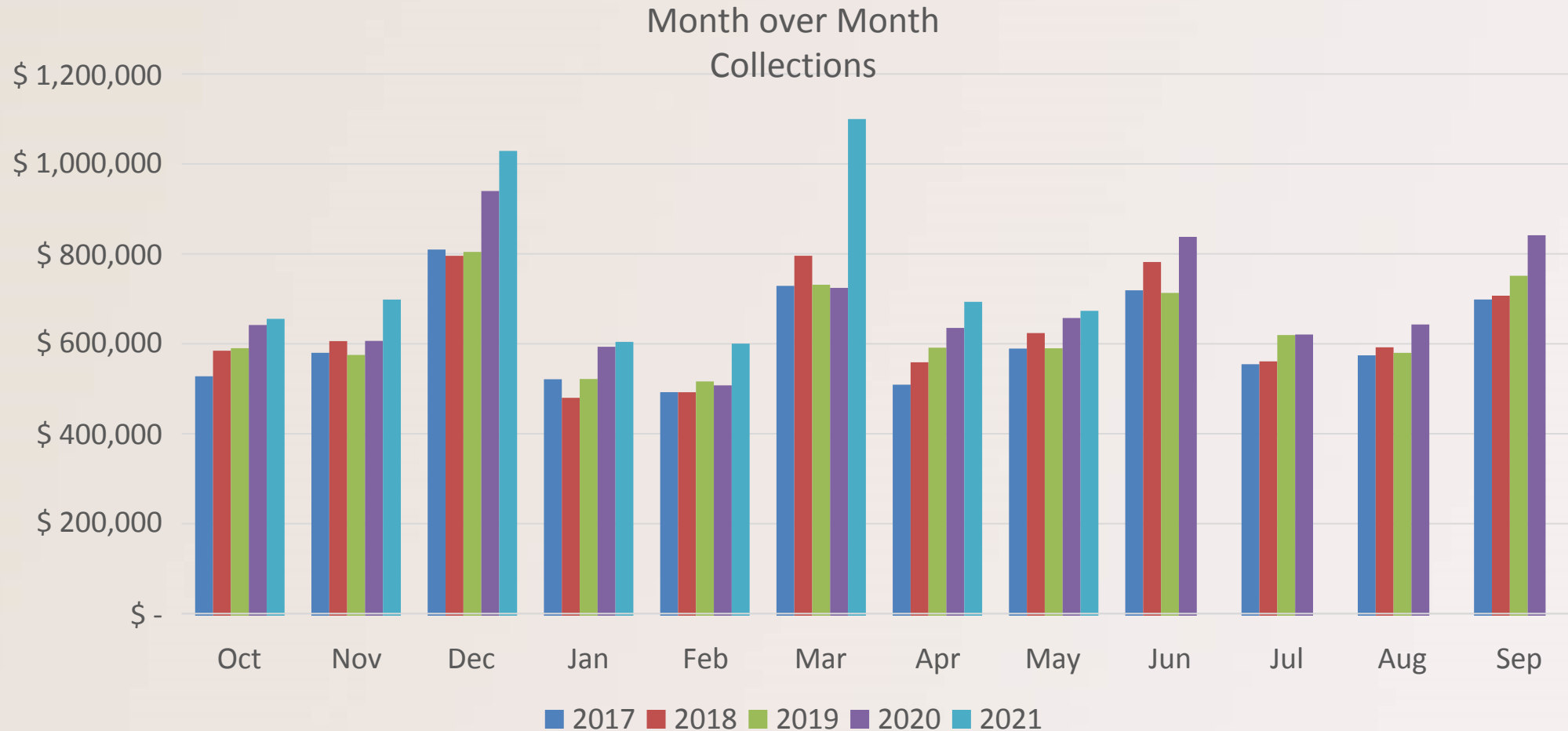


City/State Comparisons

City/State Comparisons



Sales Tax Highlight

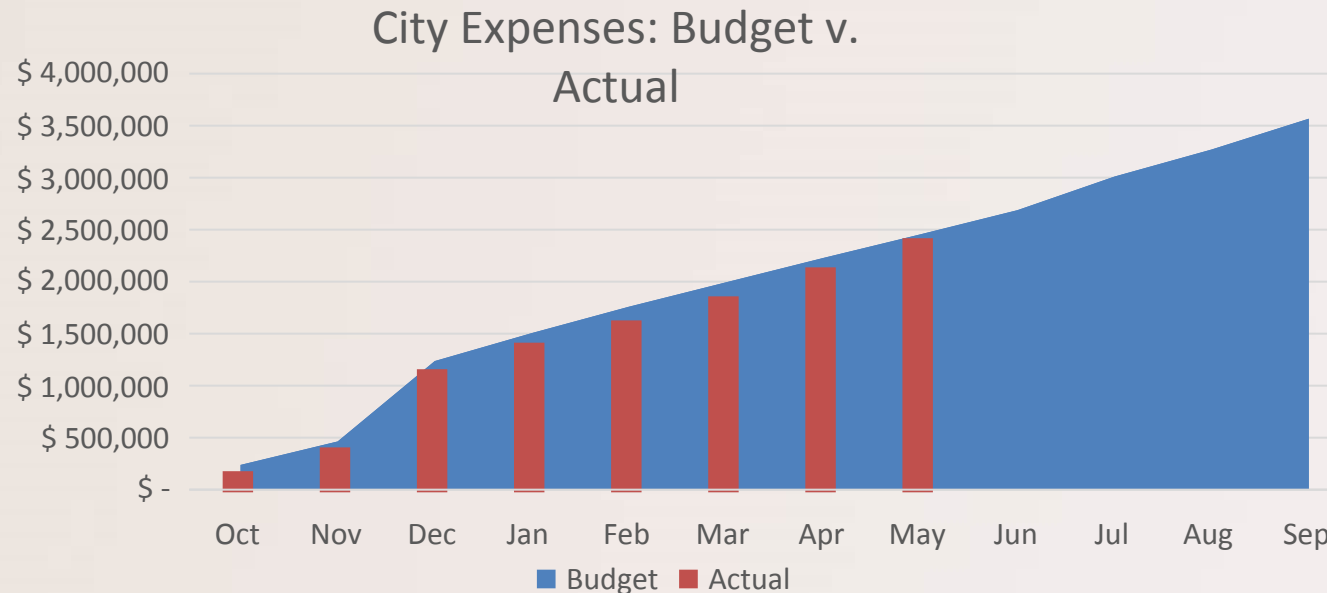


Utility Fund



Utility Fund					
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20 % of Budget
Revenues	\$ 17,958,382	\$ 10,814,112	60%	\$ 10,416,864	59%
Expenditures	\$ 17,925,757	\$ 9,254,481	52%	\$ 9,202,717	52%
	\$ 32,625	\$ 1,559,631		\$ 1,214,147	

*75% of the year is completed



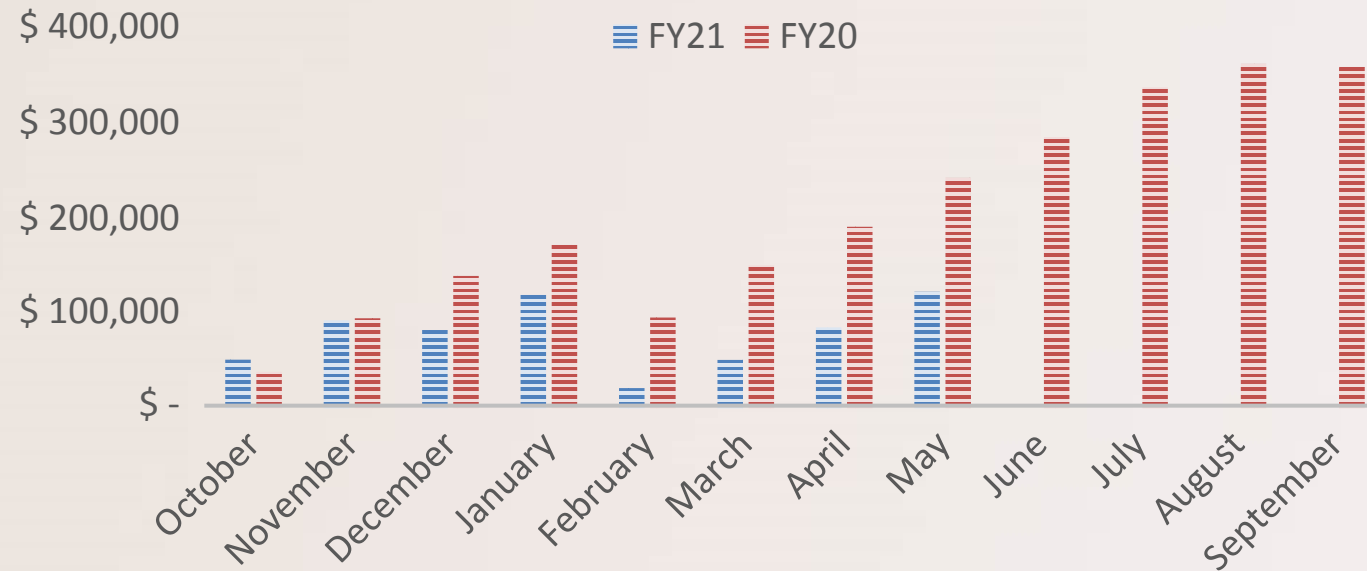
Drainage Fund



Drainage Fund					
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20 % of Budget
Revenues	\$ 978,508	\$ 757,356	77%	\$ 764,234	78%
Expenditures	\$ 810,202	\$ 588,742	73%	\$ 480,547	60%
	\$ 168,306	\$ 168,615		\$ 283,687	

*75% of the year is completed

FY21 vs. FY20 Cash Flow



Hotel Fund

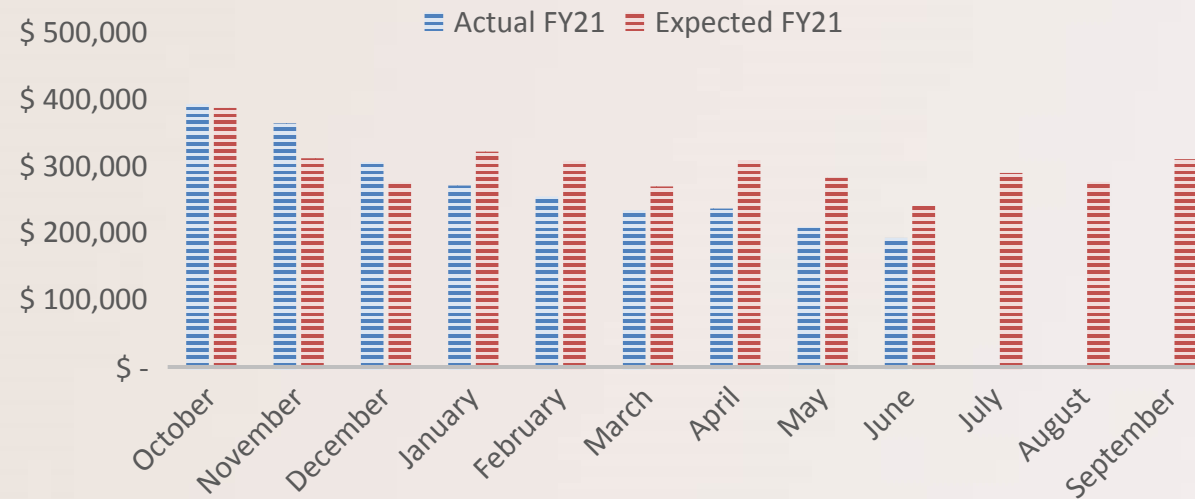


Hotel Fund

	FY21 Budget		FY21 YTD		% of Budget	FY20 YTD	
Revenues	\$	237,500	\$	42,302	18%	\$	60,058
Expenditures	\$	327,176	\$	249,249	76%	\$	175,724
	\$	(89,676)	\$	(206,947)		\$	(115,666)

*75% of the year is completed

Expected Fund Balance vs. Actual Fund Balance (by month)

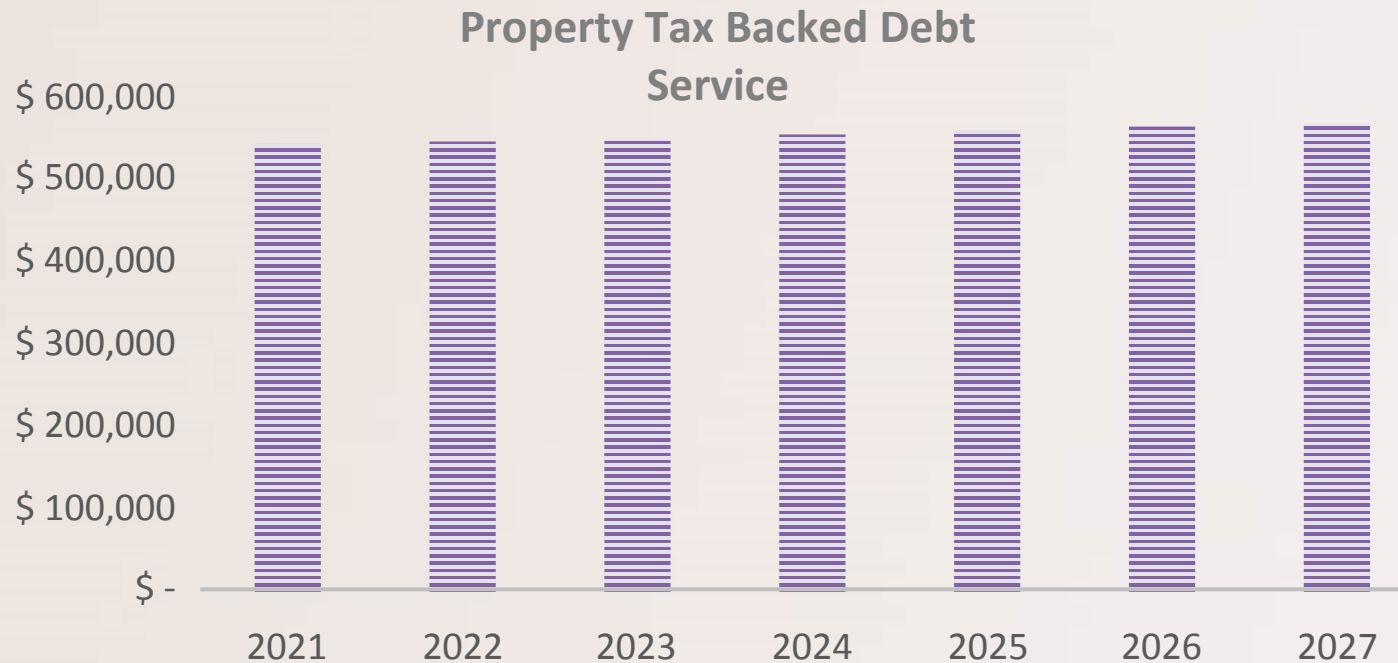


Debt Service Fund



Debt Service Fund						
	FY21 Budget		FY21 YTD		% of Budget	
Revenues	\$	782,500	\$	800,019	102%	\$ 1,507,291
Expenditures	\$	819,423	\$	832,396	102%	\$ 1,198,198
	\$	(36,923)	\$	(32,377)		\$ 309,093

*75% of the year is completed



Monthly Financial Report - June 2021

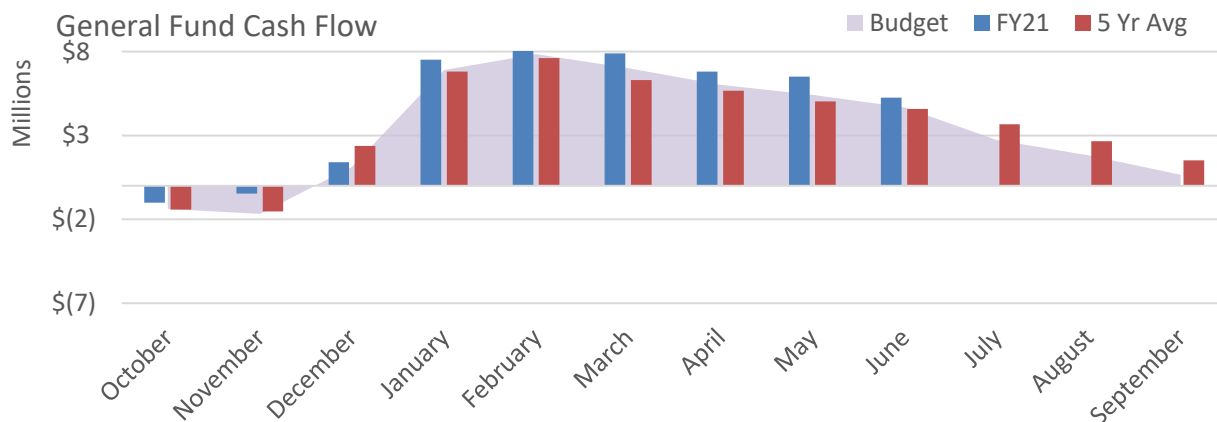
% of year Completed 75%

General Fund

% of Budget Spent 72%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 25,124,381	\$ 22,944,079	91%	\$ 22,339,108	91%
Expenditures	\$ 24,476,396	\$ 17,686,577	72%	\$ 16,880,887	70%
	\$ 647,985	\$ 5,257,502		\$ 5,458,221	

Through June, the General Fund has collected 91% of its budgeted revenue and spent 72% of its budgeted expenditures. Our cash flow here remains stronger than anticipated, led by higher revenue from sales and property taxes. Franchise tax revenue and interest income are the only weaker spots in our revenue profile, due to legislation passed during our last legislative session as well as a weak fixed income market. In total, the Fund's surplus of \$5.3 million is a little lower than last year. Please note that for the purposes of this report the \$1.4m in CARES Act funding the City received last year has been removed.



General Fund Highlights

Revenue (FY21/FY20)

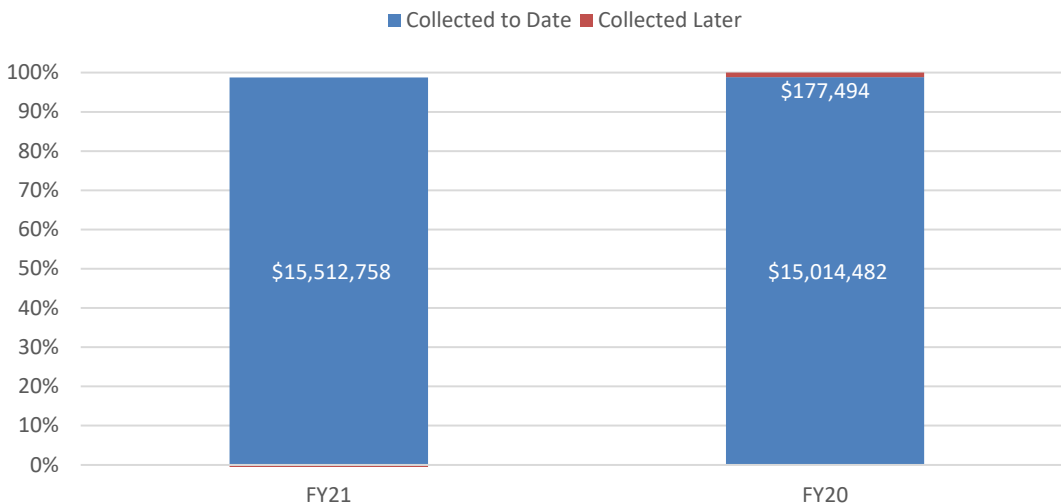
Property Tax	+ \$498k	Sales Tax	+ \$378k	Franchise Tax	-\$129k
Licenses	-\$57k	Other Revenue	-\$86k	Total Rev	+ \$605k

Expenditures (FY21/FY20)

Personnel	+ \$195k	Contractual	+ \$460k	Supplies	+ \$102k
Capital	+ \$48k	Transfers	\$ 0k	Total Exp	+ \$806k

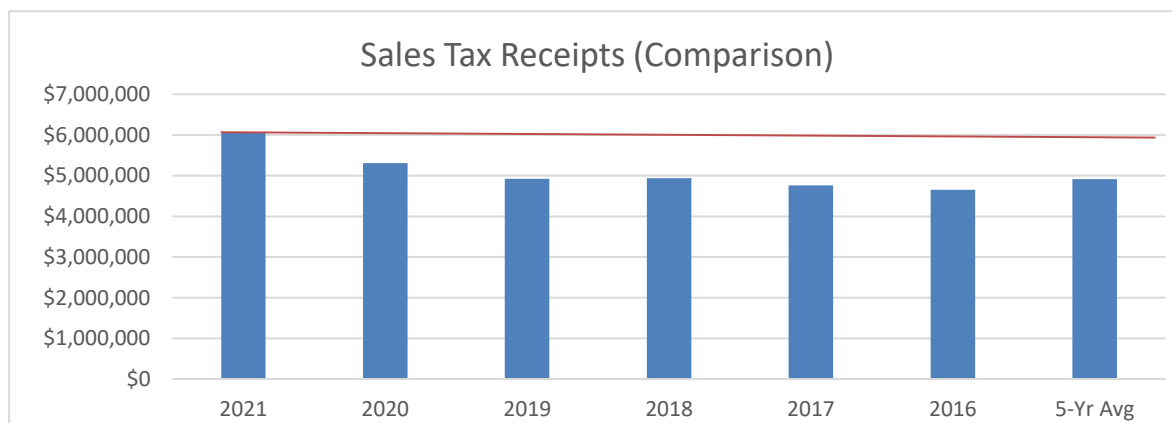
Monthly Financial Report - June 2021

Revenue Highlight: Property Tax



Colleyville has received \$15.5m in General Fund property tax this year. This makes for a 2%, or \$320k, increase over actual FY20 property tax receipts. It should be noted that this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City.

Revenue Highlight: Sales Tax



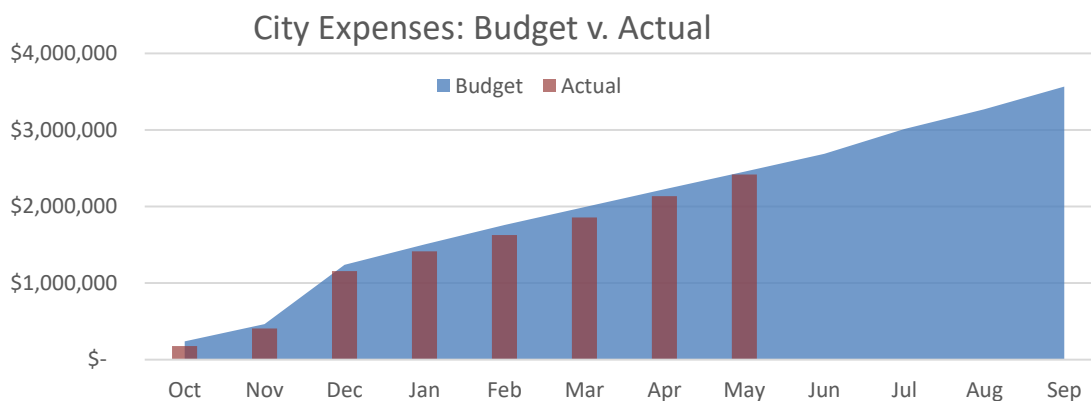
MTD Increase		YTD Increase	
↑	2.4%	↑	14.1%

Colleyville received its eighth collection of the year from May's sales, and it brought in an increase of 2.4% over May of last year. This puts our total YTD growth at 14.1% over FY20, and makes for a total dollar gain of \$748,000. Statewide, Texas cities saw another month of double digit gains for a total fiscal year increase of almost 10%. DFW cities fared better with an average monthly increase of almost 23%, yielding a total average year-to-date increase of 12%. It also looks as if destination-based economies such as Hurst and Grapevine are beginning to turn around.

Monthly Financial Report - June 2021

		% of year Completed		75%	
Water/Sewer Utility Fund		% of Budget Spent		52%	
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 17,958,382	\$ 10,814,112	60%	\$ 10,416,864	59%
Expenditures	\$ 17,925,757	\$ 9,254,481	52%	\$ 9,202,717	52%
	\$ 32,625	\$ 1,559,631		\$ 1,214,147	

Through the ninth month of the fiscal year, the Utility Fund has collected 60% of its budgeted revenue and spent 52% of its budgeted expenditures. Our surplus of \$1.56m is stronger than we saw last year due to the strong true-up refund from the Trinity River Authority, which we will pass on to our cash-funded capital improvement plan at the end of the year. If we net out the revenues and expenses associated with water/sewer services from the T.R.A., which the City does not control, spending for the City's direct costs are tracking right at budget for this period.



Utility Operation Highlights

Avg Customer Count

FY21/FY20



0.6%

YTD Rainfall (Inches)

FY21/FY20

-3.4

Expenditures (FY21/FY20)

Mostly TRA costs ↓

Personnel	+ \$212k	Contractual	-\$300k	Supplies	+ \$42k
Capital	+ \$66k	Transfers	+ \$32k	Total Exp	+ \$52k

Colleyville's rate structure enables the City to more easily manage years of varying water consumption from year-to-year. The majority of the City's rate is comprised of a direct pass-through to TRA for water costs. Funding for the City's operational costs come from a fixed monthly charge to customers based on meter size. The goal of this fund is to break-even at the end of the year.

Monthly Financial Report - June 2021

% of year Completed 75%

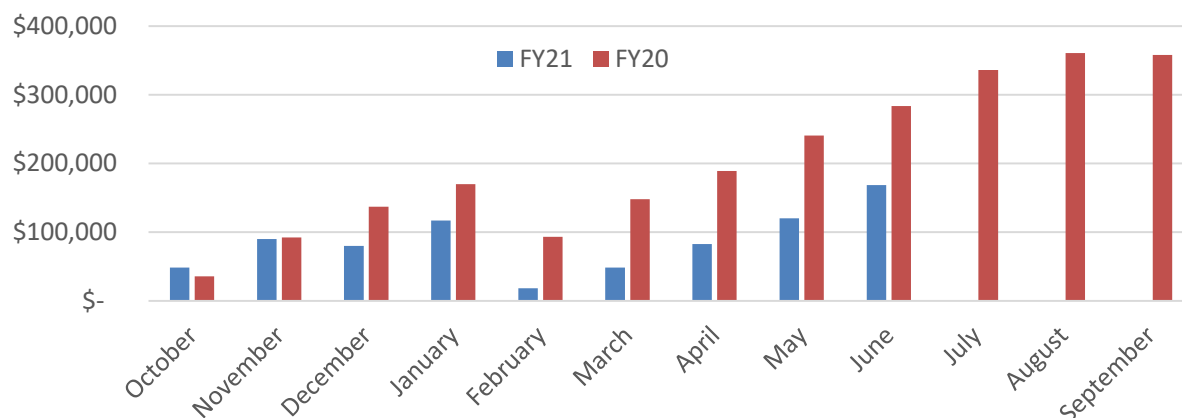
Drainage Utility Fund

% of Budget Spent 73%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 978,508	\$ 757,356	77%	\$ 764,234	78%
Expenditures	\$ 810,202	\$ 588,742	73%	\$ 480,547	60%
	\$ 168,306	\$ 168,615		\$ 283,687	

To date, the Drainage Utility Fund has received 77% of its budgeted revenue and spent 73% of its budgeted expenditures. This fund's cash flow is tracking lower than last year due primarily to increased payroll costs from a position that was reallocated to this fund as well as overtime costs and temp help. Our current surplus of \$169,000 represents a \$48,000 increase from last month, so we're continuing to improve here. Drainage fee revenues tend to average at 1.2% higher than the previous fiscal year, although at this point we're seeing less than 1% growth for FY21.

FY21 vs. FY20 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY21/FY20 0.8%

FY21/5-Yr Avg 2.7%

Expenditures (FY21/FY20)

Personnel	+ \$86k
Supplies	+ \$11k
Debt Service	-\$4k

Note: this fund's debt service is scheduled to be retired in fiscal year 2021.

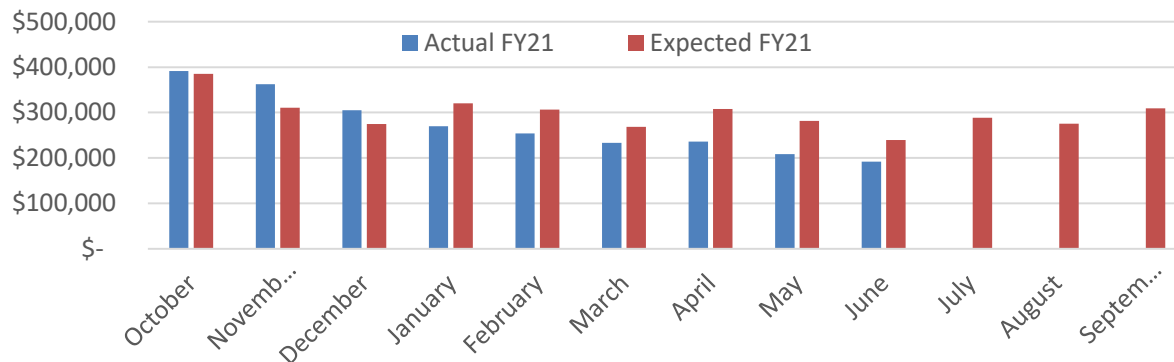
Contractual	+ \$16k
Capital/Xfers	\$00k
Total Exp.	+ \$108k

Monthly Financial Report - June 2021

					% of year Completed	75%
Hotel Tax Fund					% of Budget Spent	76%
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget	
Revenues	\$ 237,500	\$ 42,302	18%	\$ 60,058		
Expenditures*	\$ 327,176	\$ 249,249	76%	\$ 175,724		
	\$ (89,676)	\$ (206,947)		\$ (115,666)		

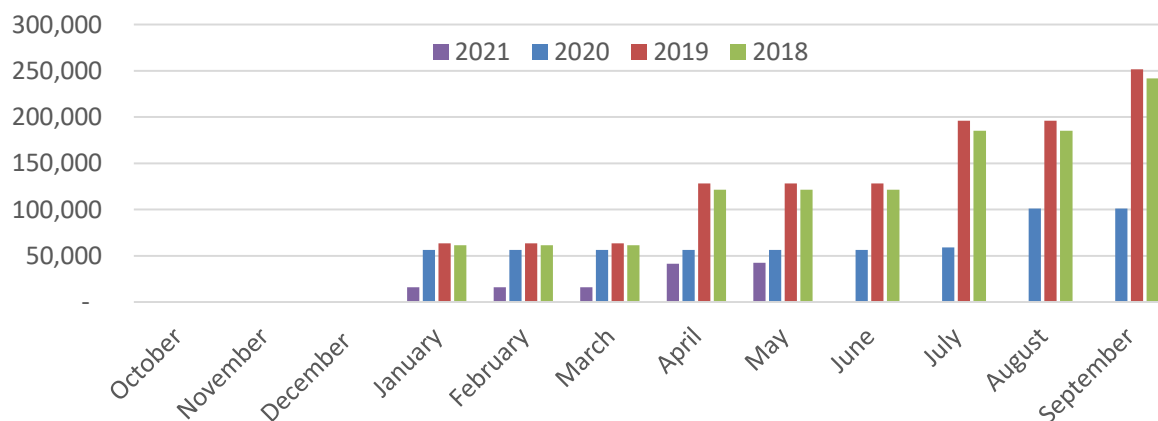
The Hotel Fund began the year outperforming expectations due mostly to lower spending than anticipated for the first quarter. Half of this fund is dedicated to personnel costs, whereas the other half is dedicated to improvements, event supplies, and promoting the City via events, economic development, and direct advertising. Our revenue only comes in once each quarter, and typically amounts to around \$60,000 every payment. However, COVID appears to still be taking its toll on this industry, as our first quarter payment took a large hit. Our last payment does indicate that this revenue is making a slight comeback, though. Our current fund balance is sitting at \$192,000 as of the end of this month. Given the large balance here, the fund can take a lackluster year.

Expected Fund Balance vs. Actual Fund Balance (by month)



Hotel Tax Performance

FY20 Revenue vs. History

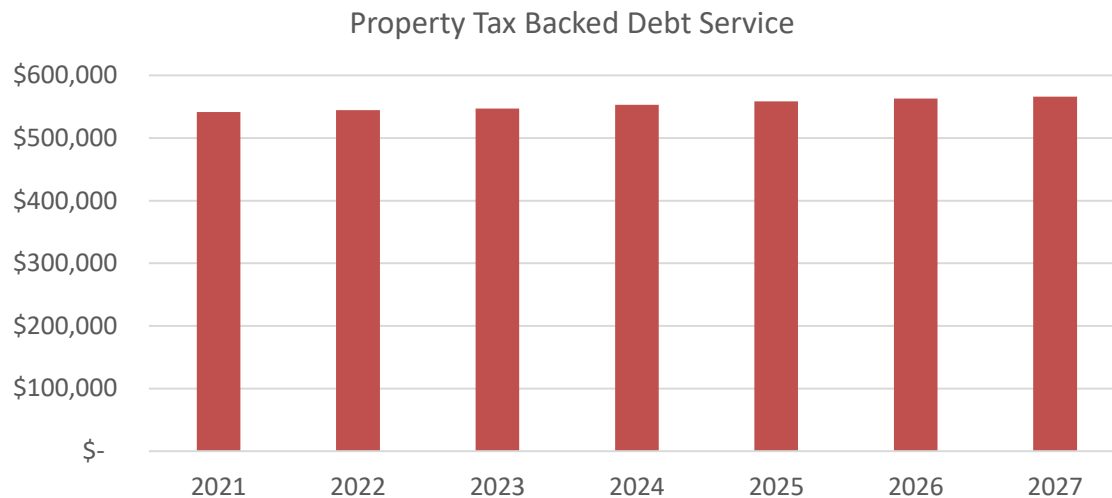


Monthly Financial Report - June 2021

		% of year Completed		75%	
Debt Service Fund		% of Budget Spent		102%	
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 782,500	\$ 800,019	102%	\$ 1,507,291	107%
Expenditures*	\$ 819,423	\$ 832,396	102%	\$ 1,198,198	85%
	\$ (36,923)	\$ (32,377)		\$ 309,093	

Similar to our General Fund's property tax collections, the Debt Service fund has received a substantial portion of its property taxes this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of June's figures, the fund is running a deficit of about \$32,000, which was planned. The majority of the fund's expenditures have been spent, with the remaining budget dedicated to a pumper lease and an ambulance lease. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

*Please note that staff has planned to rely on \$37k of excess fund balance to pay for this year's costs.



For any questions or comments regarding this report, please contact:

Kyle Lester
 Finance Director
 City of Colleyville, TX
klester@colleyville.com
 817-503-1014



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 7/20/2021

Number Ordinance O-21-2166

Type Ordinance

Department Police

Title

Approval of the Fiscal Year 2022 Colleyville Crime Control and Prevention District budget

Strategic Plan

2.4 Demonstrate stewardship of public resources

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

In accordance with Chapter 363 of the Local Government Code, the Colleyville Crime Control and Prevention District (CCCPD) Board, which is comprised of the City Council, must hold a public hearing on the proposed annual budget at least 100 days before the start of the fiscal year and adopt a budget at least 80 days before the start of the fiscal year. The CCCPD Board held a public hearing on the proposed FY 2022 CCCPD budget on June 15, 2021, and advertised this public hearing in the *Fort Worth Star-Telegram*. On July 6, 2021, the Board approved the proposed FY 2022 CCCPD budget.

Upon Board approval, the CCCPD budget must be submitted to the City Council for approval or rejection within ten days. Per Sec. 363.205(d) of the Local Government Code, the governing body may not amend the budget submitted by the Board. If the governing body rejects the budget submitted by the Board, the governing body and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year. This agenda item allows for City Council consideration of the CCCPD budget. The July 20, 2021 City Council agenda item for the first reading of the CCCPD budget ordinance will also serve as the required public hearing by the governing body and was advertised in the *Fort Worth Star-Telegram*.

During the discussion of the FY 2022 proposed CCCPD budget on June 15, 2021, staff presented a complete FY 2022 budget proposal and a five-year forecast based on current information. No changes to the FY 2022 proposed CCCPD budget were requested.

Financial Impact

The attached proposed budget provides estimated fund balances and revenues, as well as a detailed list of proposed expenditures.

Recommendation

Approve

Attachments

1. CCCPD Budget Presentation
2. Proposed FY2022 CCCPD Budget
3. Ordinance O-21-2166

6a. First Reading and Public Hearing Ordinance O-21-2166



Discussion of Proposed FY 2022 Colleyville Crime Control Prevention District Budget (CCCPD)

**Colleyville City Council Meeting
July 20, 2021**

Creation & Authorization

- The CCCPD was first established in 1999 by local voters for an initial five year period
- In 2003, voters renewed the District for an additional 20 year period
- The District will be eligible for renewal again in 2023

District Powers

- Local Government Code Chapter 363, Section 363.151

“The district may finance all the costs of a crime control and crime prevention program, including the costs for personnel, administration, expansion, enhancement, and capital expenditures.”

Updates on Previous FY Initiatives

Funding for CAD/RMS System Replacement Approved for FY20 / FY21

- Consortium of Colleyville, Southlake, and Keller selected a CAD and RMS vendor (CentralSquare) and began implementation in 2021. We are approximately 6 months into the implementation and are on schedule. We are approximately a year out from Go Live.
 - Funding approved for FY21 was \$550,000 (est. implementation costs)
 - Keller received a grant for \$338,757 which lowered our actual costs
 - Actual costs are now \$124,880 over FY21 and FY22

CALEA Accreditation

- The department has been pursuing national accreditation through CALEA since 2018. We will be undergoing our first compliance review and on-site assessment in the coming weeks/months. If all goes well, we will be up for review by the Commission near the end of the year. The department was re-recognized as an accredited agency in Texas in 2019 and this recognition goes through 2023.

New Initiatives for FY22

New Initiatives for FY22



Mobile Field Force Training

- Provide department-wide training on crowd-control techniques and strategies. (Requesting \$10,000 one-time)

Guardian Wellness Program Expansion

- In 2019, we developed and implemented a department-wide comprehensive wellness program specifically designed for the Police Department called Guardian Wellness. The program has 4 pillars (Physical, Spiritual, Emotional, and Financial) and we focus on 1 pillar per quarter. A healthier department means healthier homes for our employees and ultimately better service for our community. (Requesting \$4000 annually)

New Initiatives for FY22



Safeguarding Program for Detectives

- Psychological / Counseling services provided to our Detectives working Child Sexual Exploitation cases. Work exposure to these crimes can have lasting psychological impacts to our Officers. This program includes required visits to psychologist / counselor for baseline assessment/check-ins and access to psychologists / counselors as needed. Approved initiative for FY21. (Requesting \$1600 annually)

Scheduling Software Subscription

- This modern Police online scheduling software will replace spreadsheets and printed leave requests with a scheduling system accessible from any device with an internet connection. Will save supervisor time and provide scheduling and personnel planning efficiency. Approved initiative for FY21. (Requesting \$2075 annually)

Justice Center Security Enhancements

- Security enhancements to the building/grounds to better protect Police and Court personnel and equipment. Includes replacement of chain link fence with brick wall similar to what's already built in the front, rolling metal panel gates, covered parking structures, protective bollards, mirrored film on glass for offices backing up to pedestrian walking trail.
- The item was approved as a CIP project for FY21 and should be completed by the fall. As part of the annual budgeting process, we analyze what expenditures come from what fund. We believe the use of CCCPD for this capital expenditure is the best source of funds. (\$250,000)

Ongoing Initiatives:

- Funding of Salary and Benefits for thirteen (13) sworn officer positions
 - We are currently authorized for 44 sworn city-wide
- Funding for a part-time Accreditation Coordinator position
- Funding for 2 part-time Public Service Officer positions
- Records Management System software (CRIMES) and maintenance
- Crime Reports Analytical Mapping Software
- Various software maintenance agreements
- Participation in the Metroport Teen Court Program at one-quarter of the regional costs

Ongoing Initiatives (cont):

- All Police Department vehicles funded through CCCPD budget
 - Utilizing Enterprise for all fleet needs city-wide.
- Continuation of weapons replacement schedule
- Funding for SWAT training and equipment. We fill up to 3 slots on the Northeast Tarrant SWAT Team. This line item sets aside funding for all the necessary equipment and training for our members of the team.
- Funding for safety equipment and on going replacement, these items include collapsible rubber base traffic cones for each patrol unit
- Funding for software license for the two radar signs. This program allows for timely, effective, and accurate reporting of all data collected by our two radar signs

FY 22 Proposed Budget



Ongoing Initiatives (cont):

- Funding for Early Warning System / Internal Affairs System Annual Subscription
- Funding for Crime Scene Response
- Funding for annual training for de-escalation / crisis intervention and leadership development training
- License Plate Reader camera annual licensing costs (\$9000)

CCCPD Fund 5-Year Projections



- 5-Year projection allows for longer term planning and forecasting
- Current expenditures funded by the CCCPD are projected to continue
- Certain equipment replacement, capital, and facility needs vary from year to year
- As of FY20, the CCCPD remains debt-free

6a. First Reading and Public Hearing Ordinance O-21-2166



Questions and Discussion

COLLEYVILLE CRIME CONTROL DISTRICT FY 2021 THROUGH FY 2026 PROJECTION
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FISCAL YEAR	ADOPTED FY 2021	PROJECTED FY 2021	PROJECTED FY 2022	PROJECTED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025	PROJECTED FY 2026
BEGINNING FUND BALANCE	\$1,669,895	\$1,669,895	\$1,979,200	\$1,763,331	\$1,528,648	\$1,470,951	\$1,418,237
REVENUES:							
1/2 CENT SALES TAX REVENUE	\$1,900,000	\$2,050,000	\$2,000,000	\$2,014,125	\$2,059,443	\$2,130,632	\$2,152,141
INTEREST INCOME	\$8,000	\$500	\$1,200	\$2,500	\$3,500	\$5,000	\$8,000
USE OF AVAILABLE CASH	\$550,000	\$132,279	\$250,000	\$0	\$0	\$0	\$0
TOTAL REVENUES	<u>\$2,458,000</u>	<u>\$2,182,779</u>	<u>\$2,251,200</u>	<u>\$2,016,625</u>	<u>\$2,062,943</u>	<u>\$2,135,632</u>	<u>\$2,160,141</u>
EXPENDITURES:							
ADMINISTRATIVE BOARD/AUDIT EXPENSES:	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850
SOFTWARE:							
ANNUAL MAINTENANCE CONTRACT	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500
EARLY WARNING/INTERNAL AFFAIRS	\$5,500	\$5,949	\$6,177	\$6,486	\$6,810	\$7,151	\$7,508
ONLINE SCHEDULING (PLANIT POLICE)	\$0	\$0	\$2,075	\$2,075	\$2,075	\$2,075	\$2,075
ANNUAL LICENSE PLATE READER CAMERA LICENSES	\$0	\$0	\$9,000	\$9,450	\$9,923	\$10,419	\$10,940
INVESTIGATIVE TOOL	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750
CRIME REPORTS ANALYTICAL CRIME MAPPING	\$5,492	\$5,492	\$5,730	\$5,730	\$5,730	\$5,730	\$5,730
RECRUITING AND HIRING PROCESS	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TRAINING - LEADERSHIP DEVELOPMENT	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
TRAINING - DE-ESCALATION & CRISIS INTERVENTION	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
MOBILE FIELD FORCE TRAINING	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0
CRIME SCENE RESPONSE UNIT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
NETMOTION WIRELESS MAINTENANCE AGREEMENT	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219
DETECTIVE SAFEGUARDING PROGRAM (CHILD ABUSE CASES)	\$0	\$0	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
WELLNESS PROGRAM EXPANSION	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
IN-CAR VIDEO SYSTEM SERVER MAINTENANCE	\$0	\$0	\$0	\$0	\$25,000	\$25,000	\$0
OFF-DUTY WEBSITE ANNUAL FEES/MAINTENANCE	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TICKET WRITER REPLACEMENT	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
CALEA ACCREDITATION	\$16,825	\$16,825	\$16,825	\$16,825	\$16,825	\$16,825	\$16,825
PERSONNEL:							
13 OFFICERS, 2 PT PUBLIC SAFETY OFFICERS, 1 PT ACCREDITATION COORDINATOR	\$1,292,239	\$1,197,594	\$1,446,129	\$1,498,724	\$1,562,258	\$1,629,127	\$1,674,826
TEEN COURT	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750
EQUIPMENT:							
ANNUAL WEAPONS REPLACEMENT	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
SWAT EQUIPMENT AND TRAINING	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150
SAFETY EQUIPMENT AND REPLACEMENT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
TWO RADAR SIGNS- LICENSES	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
VEHICLES:							
ANNUAL REPLACEMENT FUNDING	\$262,500	\$262,500	\$262,650	\$291,000	\$321,000	\$321,000	\$271,000
TRANSFERS:							
CAPITAL EQUIPMENT REPLACEMENT FUND - IN-CAR MOBILE DIGITAL COMPUTER SYSTEM	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CAPITAL -							
REPLACE CAD/RMS SYSTEM	\$550,000	\$87,416	\$37,464	\$0	\$0	\$0	\$0
REIMBURSE CAPITAL FUND FOR JUSTICE CTR. COSTS	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0
FUTURE CAPITAL	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$2,297,975</u>	<u>\$1,741,195</u>	<u>\$2,217,069</u>	<u>\$2,251,309</u>	<u>\$2,120,640</u>	<u>\$2,188,345</u>	<u>\$2,159,923</u>
EXCESS REVENUES OVER EXPENDITURES ^^	\$160,025	\$441,584	\$34,131	-\$234,684	-\$57,697	-\$52,713	\$218
ENDING FUND BALANCE	<u><u>\$1,279,920</u></u>	<u><u>\$1,979,200</u></u>	<u><u>\$1,763,331</u></u>	<u><u>\$1,528,648</u></u>	<u><u>\$1,470,951</u></u>	<u><u>\$1,418,237</u></u>	<u><u>\$1,418,456</u></u>

ORDINANCE O-21-2166

ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2022 FOR THE COLLEYVILLE CRIME CONTROL AND PREVENTION DISTRICT, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE UPON PASSAGE BY THE CITY COUNCIL

WHEREAS, the laws of the State of Texas require the Board of Directors of the Colleyville Crime Control and Prevention District to adopt a budget of projected revenues and proposed expenditures, cash on hand at the start of the year, the amount of money received during the prior year, the tax rate, and the projected ending fund balance; and

WHEREAS, on July 6, 2021, the Board of Directors of the Colleyville Crime Control and Prevention District approved the following budget; and

WHEREAS, the City Council determines that the passage of this Ordinance is in the best interests of the health, safety, and welfare of the public.

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

Sec. 1. THAT the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the Colleyville Crime Control and Prevention District, a copy of which is on file in the office of the City Secretary, is hereby made a part of this Ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 and that the City Manager is authorized to execute all contracts and agreements approved as a part of the budget.

Sec. 2. THAT the budget of the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the Colleyville Crime Control and Prevention District with a sales and use tax rate of .5%, is hereby fixed as follows:

Projected Revenue Received in Fiscal Year 2021	\$2,458,000
Projected Cash on Hand as of October 1, 2021	\$1,420,796
Revenues	\$1,908,000
Expenditures	\$2,796,597
Projected Ending Fund Balance at September 30, 2022	\$1,161,204

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 20th day of July 2021.

The second reading and public hearing being conducted on the 3rd day of August 2021.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 3RD DAY OF AUGUST 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 7/20/2021

Number Ordinance O-21-2164

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district for Tract 1L, Abstract 1619, S. C. H. Witten Survey, located at 2005 Hall-Johnson Road, Case ZC21-015

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading and Public Hearing

No one spoke at the first reading during the public hearing.

First Reading and Public Hearing

Mark Paine, the applicant, has submitted a request for a zoning change on Tract 1L, Abstract 1619, S.C.H. Witten Survey, being approximately 1.74 acres, and zoned AG Agricultural. The purpose is to rezone from the AG Agricultural district to the R-40 Single Family Residential district for one new single-family home. There are no new lots proposed.

Existing Conditions/Background: The subject property, 2005 Hall-Johnson Road, is located along Hall-Johnson Road on the south side of the street and west of Highland Hills Lane and Montclair Drive. The lot would conform to the R-40 district standards. The lot currently is not improved.

Proposed Zoning: Request – The applicant requests to rezone the property from AG to R-40 district. The minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size	40,000 square feet	76,099 s.f.
Minimum Lot Width	150 feet	189 ft.
Minimum Lot Depth	150 feet	360 ft.
Front Building Line	40 feet	

Side Building Line	15 feet
Rear Building Line	25 feet
Max. Lot Coverage	20%
Max. Impervious Coverage	50%

Analysis: The current size of the property does comply with all the minimum standards of the R-40 Single Family Residential zoning. The property is also going through the Minor Plat process at the same time as zoning.

Plat Status: The property is unplatted as Tract 1L, Abstract 1619, S.C.H. Witten Survey.

DRC Review: The DRC reviewed the request during their May 24, 2021 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The property to the north is zoned R-20 Single Family Residential and is improved with a single-family home and accessory buildings. The properties located to the south and east are zoned R-20 and are improved with single-family homes. Property to the west is improved with zoned R-30 and improved with a single-family home and an accessory dwelling.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property as residential and the proposed development does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the request. The proposed zoning meets the intent of the residential designation assigned in the Destination Colleyville Comprehensive Plan.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their June 14, 2021 meeting by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

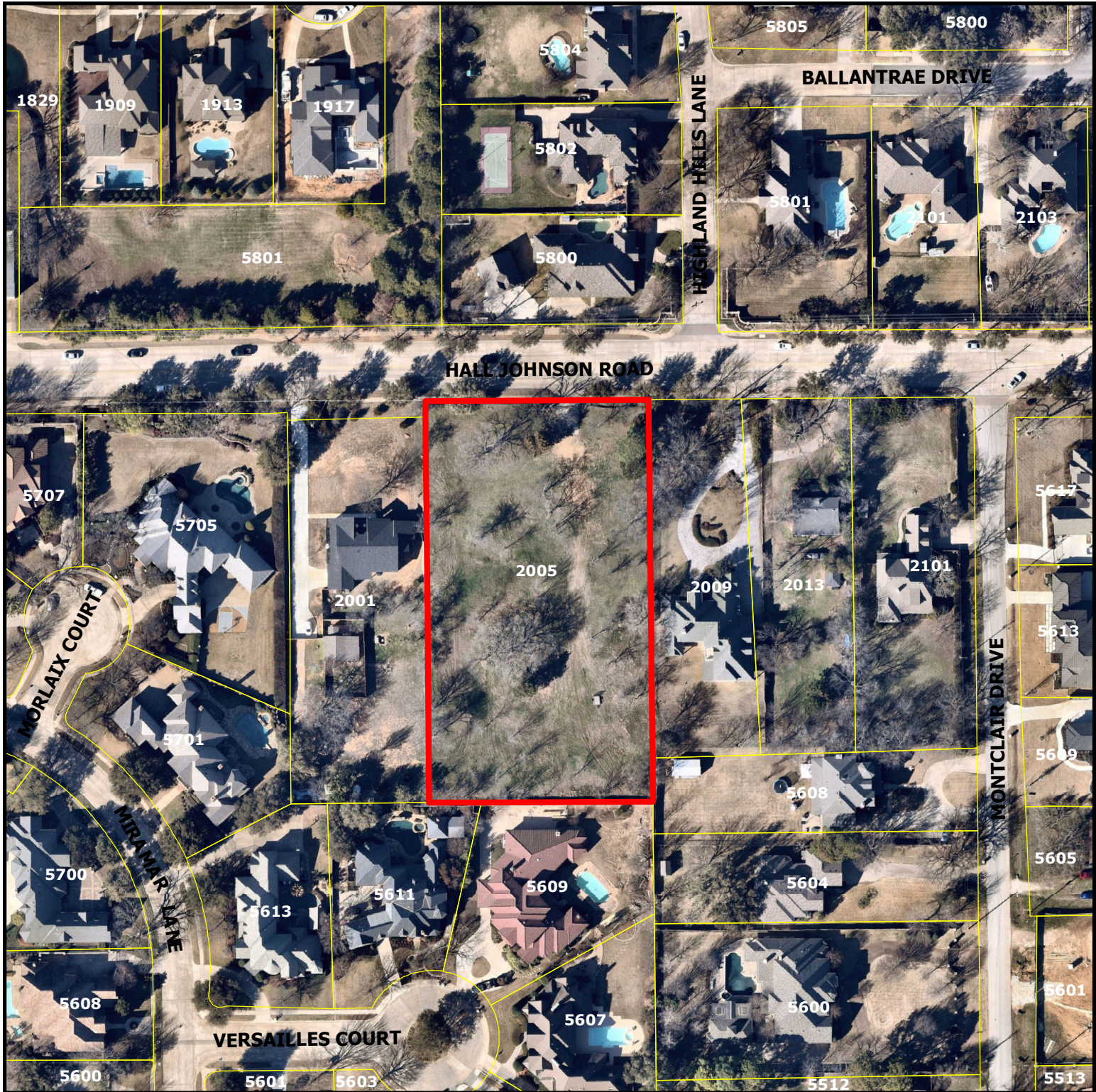
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Notification Map
6. Notification List
7. Property Owner Notification
8. Ordinance O-21-2164

Aerial Map

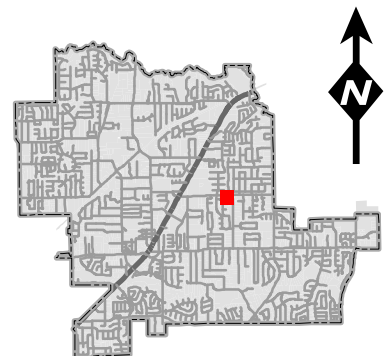


ZC21-015
2005 Hall Johnson Road

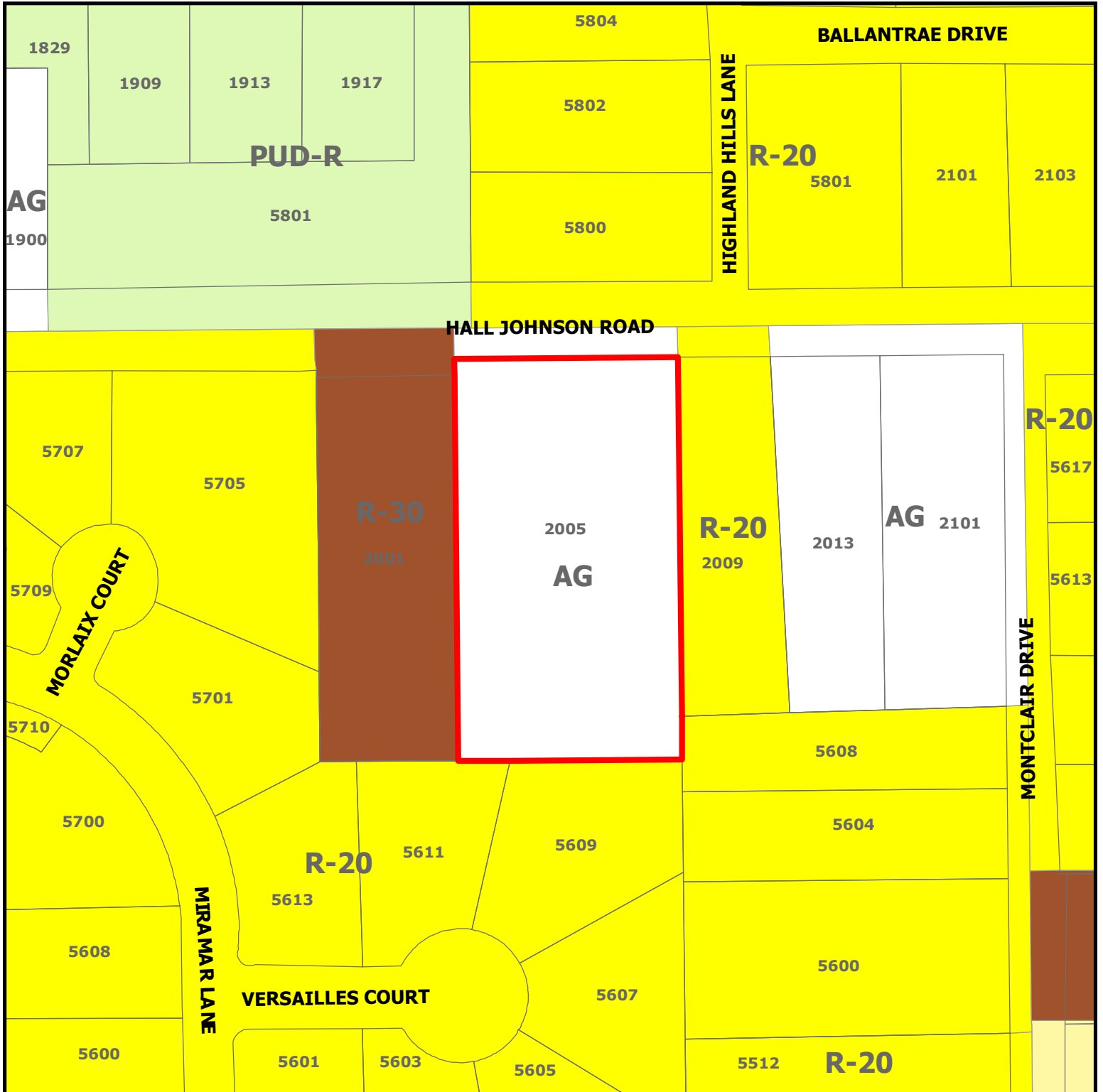
DISCLAIMER:
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Subject Property



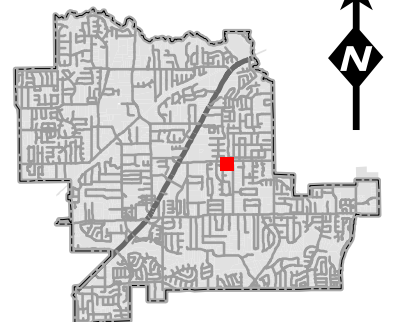
Zoning Map



ZC21-015
2005 Hall Johnson Road

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 Subject Property



Future Land Use Map



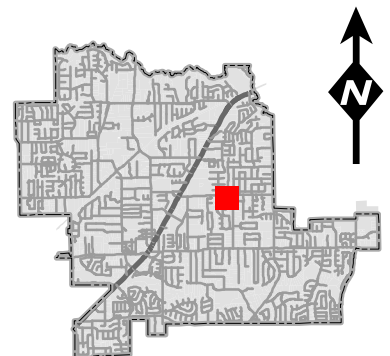
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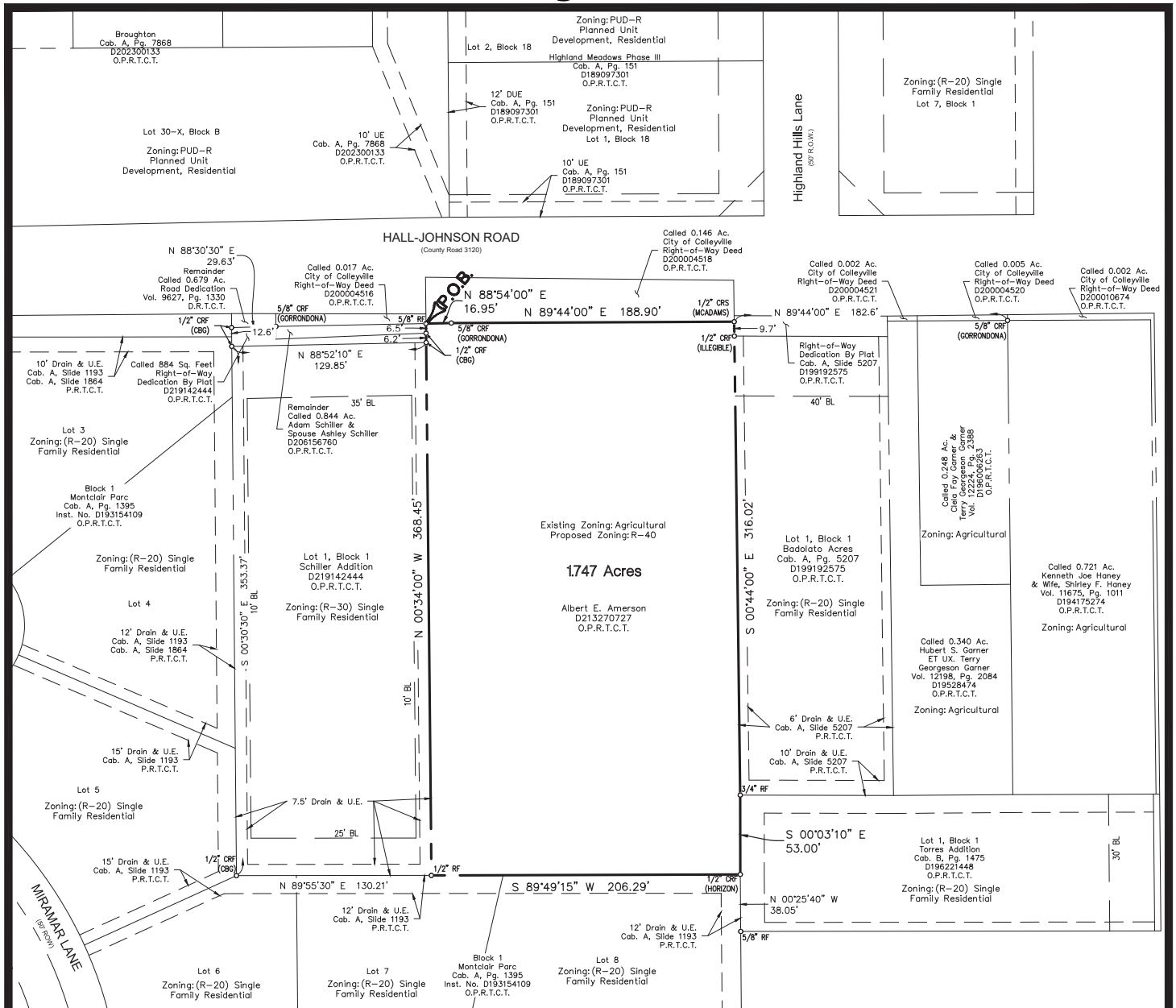
ZC21-015

2005 Hall Johnson Road

-  Subject Property
 Residential
 Institutional
 Open Space; Parks



Zoning Exhibit



NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. McAdams, and the Surveyor shall not be liable for any unauthorized use hereof.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.



0 100 200

SCALE: 1"=100'

PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
MARK PAINE, RPLS 5078 5/17/21

ZONING EXHIBIT

1.747 Acres

in the

S. C. H. WITTEN SURVEY, ABSTRACT NO. 1619
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS
ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM: AG TO: R-40



McADAMS

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 TSPC: 19162 TSPCL: 10194440
 www.mcadamsco.com

DRAWN BY: SP DATE: 05/12/2021 SCALE: 1" = 100' JOB. NO. **AMERSON 2021310377**

Zoning Exhibit

Legal Description

1.747 Acres

Being all that certain lot, tract or parcel of land situated in the S. C. H. Witten Survey, Abstract Number 1619, City of Colleyville, Tarrant County, Texas, and being all of that certain tract of land described in deed in favor of Albert E. Amerson recorded in Instrument Number D219270727 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the northeast corner of said Amerson tract, being the on the south line of Hall-Johnson Road as evidenced by that certain called 0.146 acre tract of land described in right-of-way deed in favor of the City of Colleyville recorded in Instrument Number D200004518 of the Official Public Records of Tarrant County, Texas, being the southwest corner said 0.146 acre tract and being the southeast corner of that certain called 0.017 acre tract of land described in right-of-way deed in favor of the City of Colleyville recorded in Instrument Number D200004516 of the Official Public Records of Tarrant County, Texas, and being the northeast corner of that certain called 0.844 acre tract of land described in deed in favor of Adam Schiller and spouse, Ashley Schiller recorded in Instrument Number D206156760 of the Official Public Records of Tarrant County, Texas, from which a 5/8" capped rebar found (GORRONDONA) at the southwest corner of said 0.017 acre tract and the northwest corner of said 0.844 acre tract bears S 88°54'00" W, 100.2 feet;

THENCE N 88°54'00" E, 16.95 feet with the south line of said 0.146 acre tract, the south line of said Hall-Johnson Road and the north line of said Amerson tract to a 5/8" capped rebar found (GORRONDONA) at an angle point;

THENCE N 89°44'00" E, 188.90 feet continuing with the south line of said 0.146 acre tract, the south line of said Hall-Johnson Road and the north line of said Amerson tract to a 1/2" capped rebar set (MCADAMS) at the northeast corner of said Amerson tract, being the southeast corner of said 0.146 acre tract, and being on the west line of a right-of-way dedication shown on the plat of Badolato Acres, an addition to the City of Colleyville, according to the plat thereof recorded in Cabinet A, Page 5207 (Instrument Number D199192575) of the Official Public Records of Tarrant County, Texas, from which a 5/8" capped rebar found (GORRONDONA) at the southeast corner of that certain called 0.005 acre tract of land described in right-of-way deed in favor of the City of Colleyville recorded in Instrument Number D200004520 of the Official Public Records of Tarrant County, Texas, bears N 89°44'00" E, 182.6 feet;

THENCE S 00°44'00" E, with the east line of said Amerson tract and the west line of said Badolato Acres, passing at 9.7 feet a 1/2" capped rebar found (ILLEGIBLE) at the southwest corner of said right-of-way dedication and the northwest corner of Lot 1, Block 1 of said Badolato Acres, continuing with the west line thereof a total distance of 316.02 feet to a 3/4" rebar found at the southwest corner Badolato Acres, being the northwest corner of Lot 1, Block 1, Torres Addition, an addition to the City of Colleyville, according to the plat thereof recorded in Cabinet B, Page 1475 (Instrument Number D196221448) of the Official Public Records of Tarrant County, Texas;

THENCE S 00°03'10" E, 53.00 feet continuing with the east line of said Amerson tract and the west line of said Lot 1, Block 1, Torres Addition to a 1/2" capped rebar found (HORIZON) at the southeast corner of said Amerson tract, being the northeast corner of Lot 8, Block 1, Montclair Parc, an addition to the

Zoning Exhibit

City of Colleyville, according to the plat thereof recorded in Cabinet A, Page 1395 (Instrument Number D1963154109) of the Official Public Records of Tarrant County, Texas;

THENCE S 89°49'15" W, 206.29 feet with the south line of said Amerson tract and the north line of said Lot 8, passing the northwest corner thereof and the northeast corner of Lot 7, Block A, Montclair Parc to a 1/2" rebar found at the southwest corner of said Amerson tract, being the southeast corner of said 0.844 acre tract and the southeast corner of Lot 1, Block 1, Schiller Addition, an addition to the City of Colleyville, according to the plat thereof recorded in Instrument Number D219142444 of the Official Public Records of Tarrant County, Texas, from which a 1/2" capped rebar found at the southwest corner of said 0.844 acre tract and the southwest corner of said Lot 1, Block 1, Schiller Addition bears S 89°55'30" W, 130.2 feet;

THENCE N 00°34'00" W, with the west line of said Amerson tract, the east line of said 0.844 acre tract and the east line of said Lot 1, Block 1, Schiller Addition, passing at 355.76 feet a 1/2" capped rebar found (CBG) at the northeast corner of said Lot 1, Block 1, Schiller Addition, being the southeast corner of a called 884 square feet right-of-way dedication shown on said Schiller Addition plat, continuing with the east line thereof, passing at 362.0 feet a 1/2" capped rebar found (CBG) at the northeast corner of said Schiller Addition, continuing a total distance of 368.45 feet to the POINT OF BEGINNING and containing approximately 1.747 acres of land.

Bearings based on Texas Coordinate System, North Central Zone (4202), NAD 83.

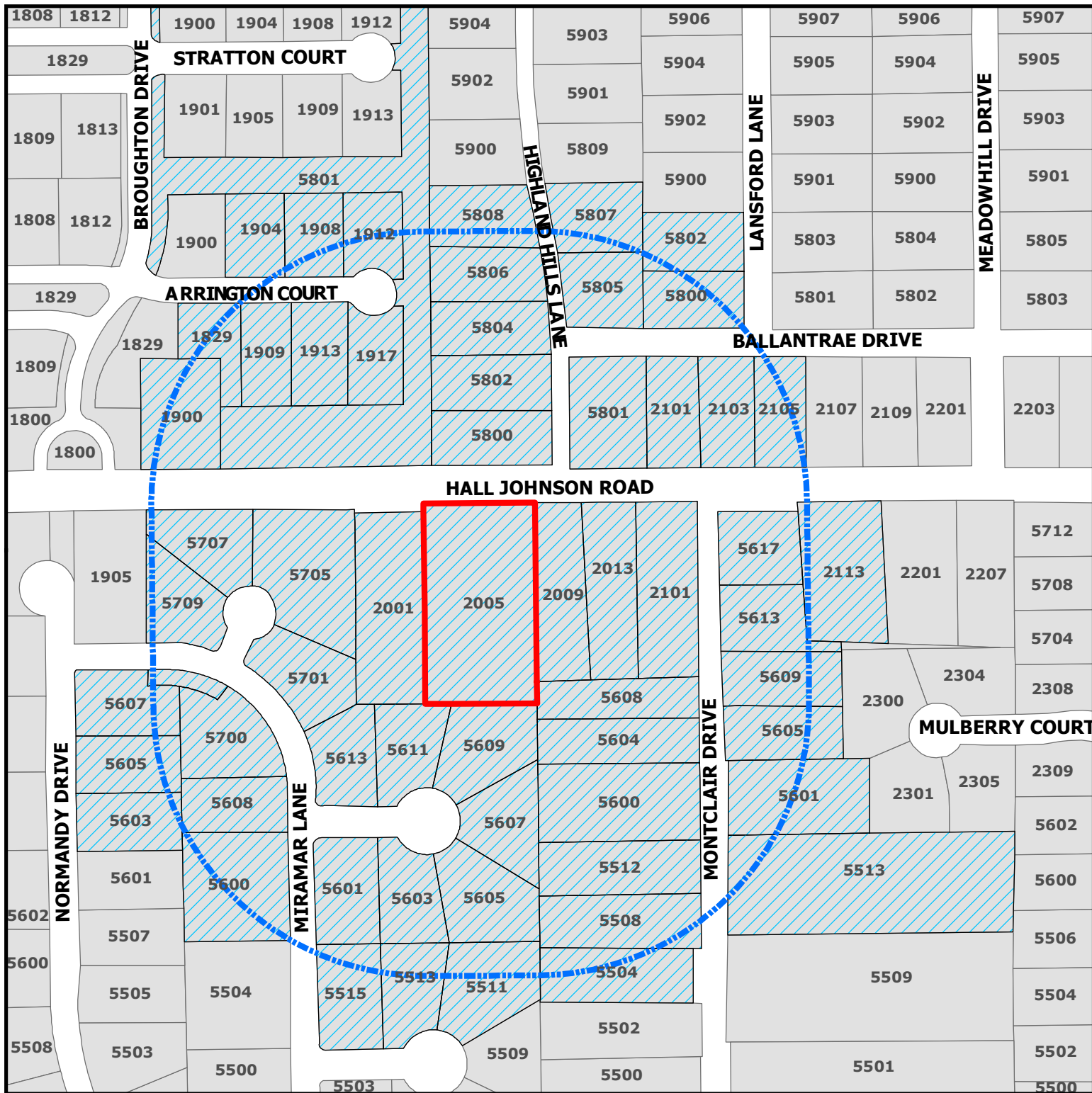
Field work performed during the month of May, 2021.

PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MARK PAINE, RPLS 5078 5/17/21

Notification Map



ZC21-015

2005 Hall Johnson Road

DISCLAIMER:

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



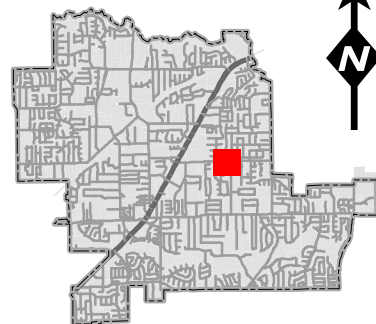
Subject Property



500ft Buffer



Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
ALLEN, WALTRAUD	5600 MIRAMAR LN	COLLEYVILLE, TX	76034	5600 MIRAMAR LN
AMERSON, ALBERT	2005 HALL JOHNSON RD	COLLEYVILLE, TX	76034	2005 HALL JOHNSON RD
APPEGATE, JOHN R	5607 VERSAILLES CT	COLLEYVILLE, TX	76034	5607 VERSAILLES CT
APPLING, KYLE A	5801 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5801 HIGHLAND HILLS LN
BONHARD, JENNIFER	5807 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5807 HIGHLAND HILLS LN
BOUGHTON MAINTENANCE ASSOCIATI	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 ARRINGTON GREEN
BOUGHTON MAINTENANCE ASSOCIATI	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	5801 BURNHAM CIR
BREWSTER, KEITH W	5508 MONTCLAIR DR	COLLEYVILLE, TX	76034	5508 MONTCLAIR DR
BROCCO, CARLOS E	5613 VERSAILLES CT	COLLEYVILLE, TX	76034	5613 VERSAILLES CT
BROWN, BRYAN	5804 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5804 HIGHLAND HILLS LN
BUI, CHRIS	1913 ARRINGTON CT	COLLEYVILLE, TX	76034	1913 ARRINGTON CT
BURNS, SHERRY E	2113 HALL JOHNSON RD	COLLEYVILLE, TX	76034	2113 HALL JOHNSON RD
CALDWELL, JASON SCOTT	1917 ARRINGTON CT	COLLEYVILLE, TX	76034	1917 ARRINGTON CT
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1900 HALL JOHNSON RD
COLLYER, BRIAN C	5611 VERSAILLES CT	COLLEYVILLE, TX	76034	5611 VERSAILLES CT
COX, LAETITIA	PO BOX 1785	COLLEYVILLE, TX	76034	5512 MONTCLAIR DR
DACY, TIMOTHY	5705 MORLAIX CT	COLLEYVILLE, TX	76034	5705 MORLAIX CT
DUNHAM, KELLEN	5707 MORLAIX CT	COLLEYVILLE, TX	76034	5707 MORLAIX CT
DWYER, JOHN	5511 CLERMONT CT	COLLEYVILLE, TX	76034	5511 CLERMONT CT
ELNOUR, ELWALEED	5609 VERSAILLES CT	COLLEYVILLE, TX	76034	5609 VERSAILLES CT
ENTY, DON	5513 MONTCLAIR DR	COLLEYVILLE, TX	76034	5513 MONTCLAIR DR
FORD, SAM	5806 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5806 HIGHLAND HILLS LN
GARNER, HUBERT S	2013 HALL JOHNSON RD	COLLEYVILLE, TX	76034	2013 HALL JOHNSON RD
GARON, REJANA F	5808 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5808 HIGHLAND HILLS LN
GENTILE, FRANK	2105 BALLANTRAE DR	COLLEYVILLE, TX	76034	2105 BALLANTRAE DR
GHALIBAF, AMIR A	5700 MIRAMAR LN	COLLEYVILLE, TX	76034	5700 MIRAMAR LN
GOWDER, AMY	5709 MORLAIX CT	COLLEYVILLE, TX	76034	5709 MORLAIX CT
HANEY, KENNETH J	2101 HALL JOHNSON RD	COLLEYVILLE, TX	76034	2101 HALL JOHNSON RD
HARTENBOWER, JOHN G	5802 LANSFORD LN	COLLEYVILLE, TX	76034	5802 LANSFORD LN
HEMRIC, MICHAEL	5603 VERSAILLES CT	COLLEYVILLE, TX	76034	5603 VERSAILLES CT
HEPPENSTALL FAMILY TRUST	5701 MORLAIX CT	COLLEYVILLE, TX	76034	5701 MORLAIX CT
HOLLISTER, MARK	5617 MONTCLAIR DR	COLLEYVILLE, TX	76034	5617 MONTCLAIR DR
JACKSON NANCY FAMILY TRUST	5605 MONTCLAIR DR	COLLEYVILLE, TX	76034	5605 MONTCLAIR DR
KARAM, FAHMI W	5515 CLERMONT CT	COLLEYVILLE, TX	76034	5515 CLERMONT CT
KHARRAZI, VAHID	1909 ARRINGTON CT	COLLEYVILLE, TX	76034	1909 ARRINGTON CT
KUNNEMAN, DALE	5605 NORMANDY DR	COLLEYVILLE, TX	76034	5605 NORMANDY DR
LAWTON, JACINDA	1904 ARRINGTON CT	COLLEYVILLE, TX	76034	1904 ARRINGTON CT
LUGGER, JERRY	5504 MONTCLAIR DR	COLLEYVILLE, TX	76034	5504 MONTCLAIR DR
MCCORMICK, ERICA	704 WINDSWEPT CT	GRAPEVINE, TX	76051	5601 MONTCLAIR DR
MCMASTER, JOSEPH	1912 ARRINGTON CT	COLLEYVILLE, TX	76034	1912 ARRINGTON CT
MCWITHEY, MICHAEL D	5607 NORMANDY DR	COLLEYVILLE, TX	76034	5607 NORMANDY DR
MIDDLETON, JOHN	5800 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5800 HIGHLAND HILLS LN
MONTCLAIR PARC INC	1108 W PIONEER PKWY	ARLINGTON, TX	76013	5710 MIRAMAR LN
NGUYEN, BANG K	5608 MIRAMAR LN	COLLEYVILLE, TX	76034	5608 MIRAMAR LN
PATTERSON, BURTON	5600 MONTCLAIR DR	COLLEYVILLE, TX	76034	5600 MONTCLAIR DR
PHILABAUM, RAYMOND E	2101 BALLANTRAE DR	COLLEYVILLE, TX	76034	2101 BALLANTRAE DR
ROWLEY, CHRIS C	2103 BALLANTRAE DR	COLLEYVILLE, TX	76034	2103 BALLANTRAE DR
SCHILLER, ADAM	2001 HALL JOHNSON RD	COLLEYVILLE, TX	76034	2001 HALL JOHNSON RD
SCHOFIELD, LYLE	5805 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5805 HIGHLAND HILLS LN
SHARIF, SARDAR	5613 MONTCLAIR DR	COLLEYVILLE, TX	76034	5613 MONTCLAIR DR
SMITH, JUSTIN	5605 VERSAILLES CT	COLLEYVILLE, TX	76034	5605 VERSAILLES CT
THE J&P CAMPBELL REVOCABLE TRU	5513 CLERMONT CT	COLLEYVILLE, TX	76034	5513 CLERMONT CT
TORRES, ARNOLD	5608 MONTCLAIR DR	COLLEYVILLE, TX	76034	5608 MONTCLAIR DR
VOLOSEN, MIRCEA	5604 MONTCLAIR DR	COLLEYVILLE, TX	76034	5604 MONTCLAIR DR
WALL, KEVIN	5609 MONTCLAIR DR	COLLEYVILLE, TX	76034	5609 MONTCLAIR DR
WALTERS, COURTNEY	5802 HIGHLAND HILLS LN	COLLEYVILLE, TX	76034	5802 HIGHLAND HILLS LN
WEAKS DONALD LEO	1908 ARRINGTON CT	COLLEYVILLE, TX	76034	1908 ARRINGTON CT
WEINBERG, VICKIE	5603 NORMANDY DR	COLLEYVILLE, TX	76034	5603 NORMANDY DR
WOELKE, VERNON	5800 LANSFORD LN	COLLEYVILLE, TX	76034	5800 LANSFORD LN
YEE AMY REVOCABLE TRUST	5601 VERSAILLES CT	COLLEYVILLE, TX	76034	5601 VERSAILLES CT
				2009 HALL JOHNSON RD
ARBOR ESTATES II	5506 SYCAMORE DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
STONE CREST ESTATES	P.O. BOX 332	COLLEYVILLE, TX	76034	COURTESY NOTICE
BROUGHTON	1821 GROSVENOR GREEN	COLLEYVILLE, TX	76034	COURTESY NOTICE
HIGHLAND MEADOWS ADDN	2101 HIGH GATE DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
MONTCLAIR PARC ADDITION	1108 W. PIONEER PARKWAY	ARLINGTON, TX	76013	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
PAINE, MARK	201 COUNTRY VIEW	ROANOKE, TX	76262	APPLICANT

Public hearing notices were mailed on May 28, 2021



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, June 14, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, July 6, 2021 & Tuesday, July 20, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district. The request is to rezone the property in order to allow for the construction of a new home. A Minor Plat has been submitted to plat the property as one lot. No new lots proposed.

Zoning Case: ZC21-015

Applicant: Mark Paine

Owner: Albert & Stacy Amerson

Location: 2005 Hall Johnson Road

Property Description: Tract 1L, Abstract 1619, S C H Witten Survey

Present Zoning: AG Agricultural

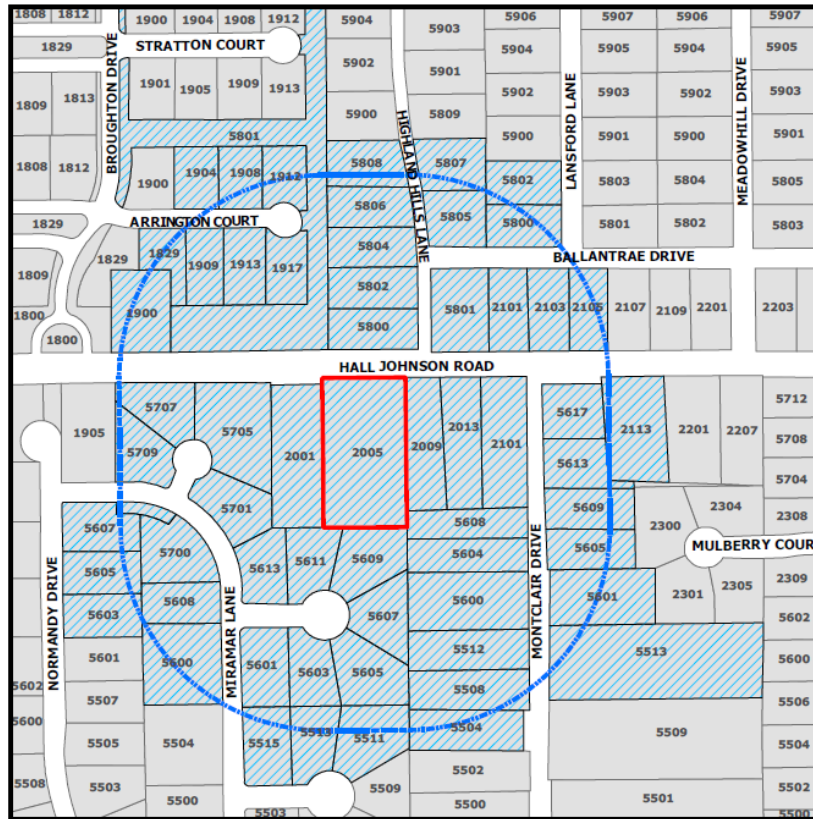
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

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

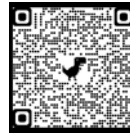
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-21-2164

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.74 ACRES BEING, TRACT 1L, ABSTRACT 1619, S.C.H. WITTEN SURVEY, LOCATED AT 2005 HALL-JOHNSON ROAD, FROM THE AG AGRICULTURAL TO THE R-40 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning of the property from AG Agricultural to R-40 Single Family Residential district for Case No. ZC21-015; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and State law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from AG Agricultural to R-40 Single-Family Residential district on 1.74 acres, being Tract IL Abstract 1619, S.C.H. Witten Survey, located at 2005 Hall-Johnson Road as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the

manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. As depicted in the attached Exhibit "A" and Exhibit "B".

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of July 2021.

The second reading and public hearing being conducted on the 20th day of July 2021.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton _____ Mayor Pro Tem Bobby Lindamood _____

Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:	CITY OF COLLEYVILLE
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Christine Loven, TRMC City Secretary	Richard Newton Mayor
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APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map

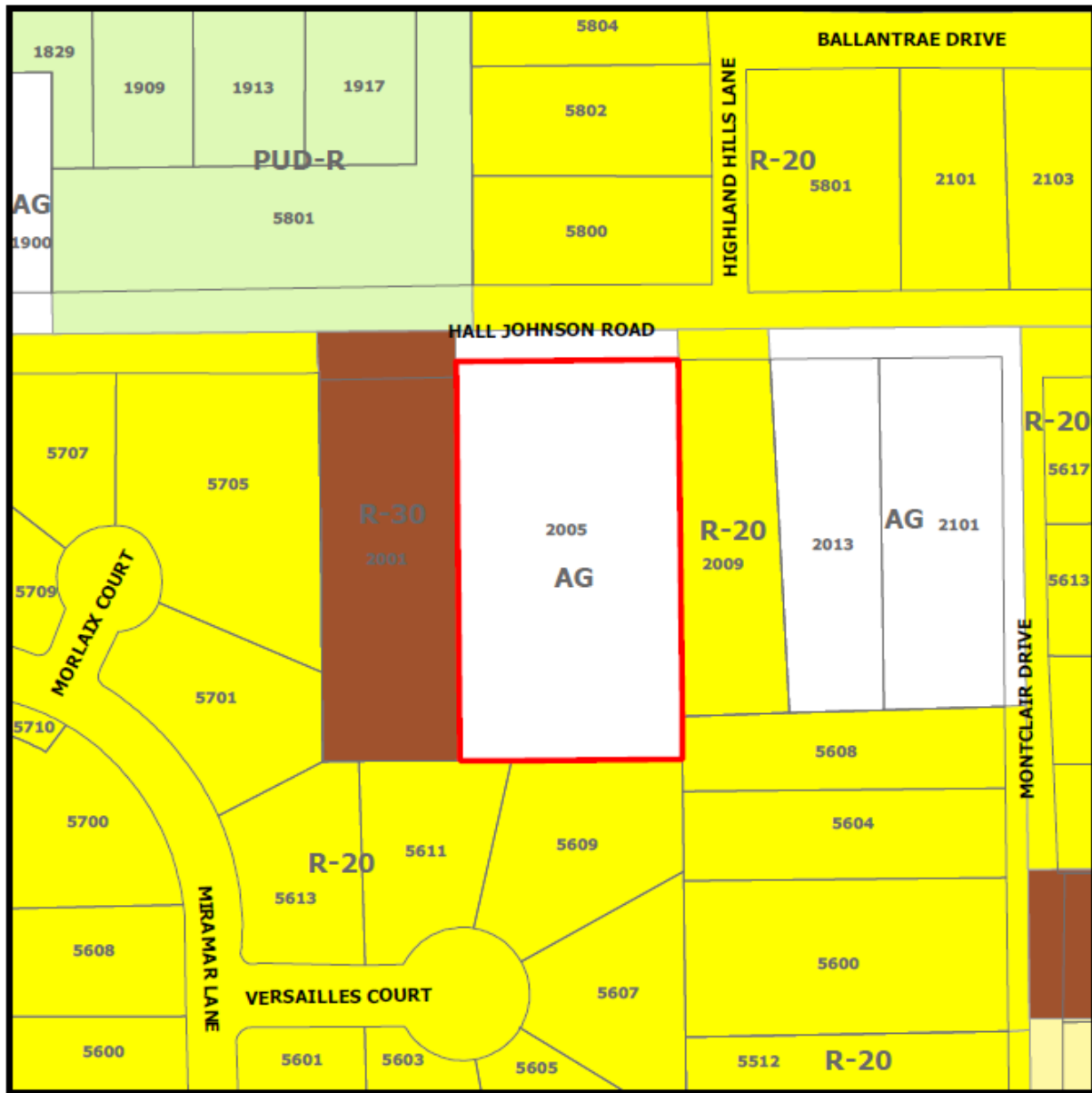
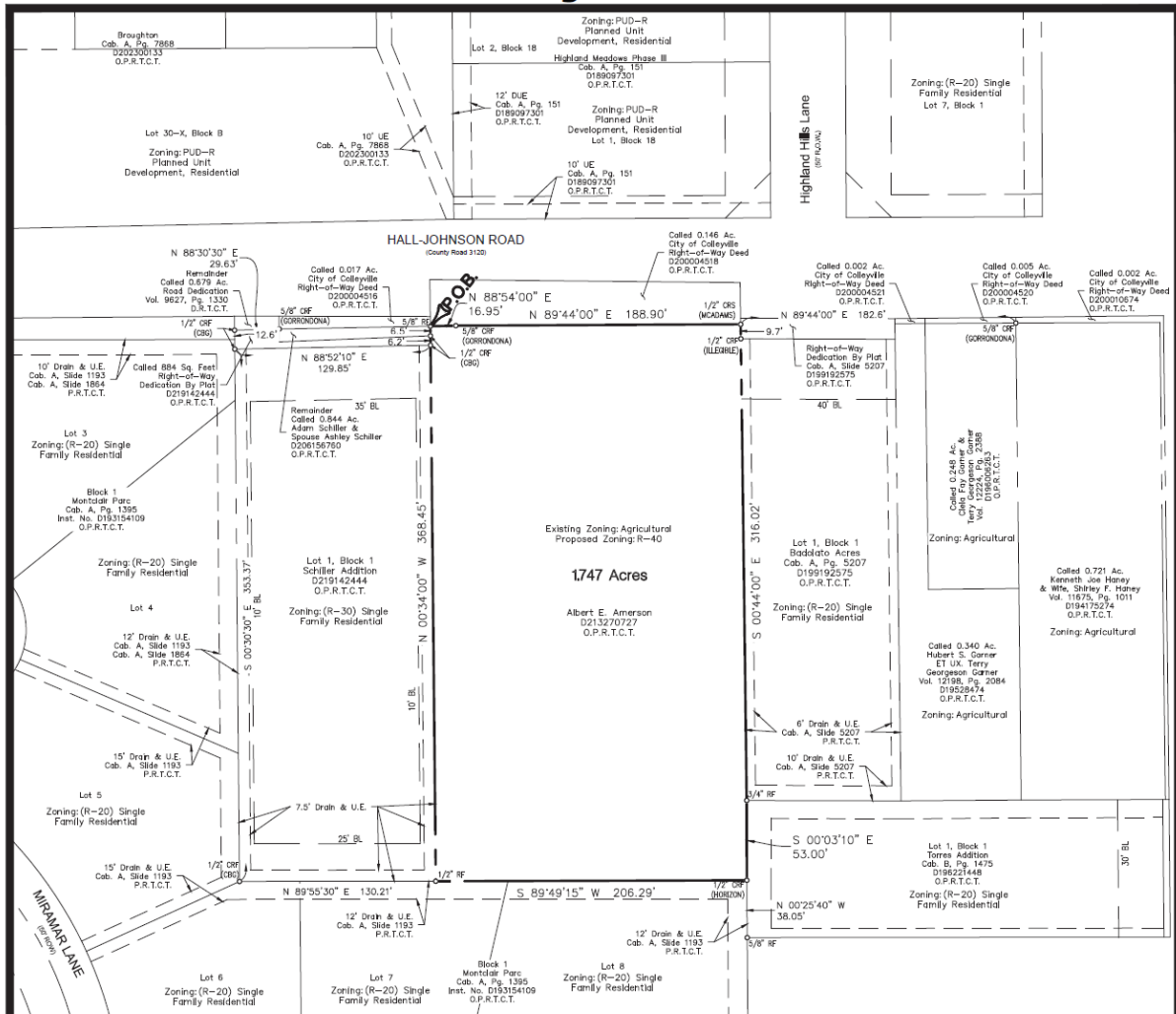


Exhibit "B"- Zoning Exhibit



NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. McAdams, and the Surveyor shall not be liable for any unauthorized use hereof.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.



0 100 200

SCALE: 1"=100'

PRELIMINARY DOCUMENT:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
MARK PAINE, RPLS 5078 5/17/21

ZONING EXHIBIT

1.747 Acres

in the

S. C. H. WITTEN SURVEY, ABSTRACT NO. 1619

CITY OF COLLEYVILLE

TARRANT COUNTY, TEXAS

ZONING EXHIBIT FOR ZONING CHANGE

REQUEST FROM: AG TO: R-40



The John R. McAdams
Company, Inc.
111 Wilshire Drive
Lewisville, Texas 75057
972.435.8712
201 Country View Drive
Rowland, Texas 75082
940.245.1012
TBP# 19762 TBP#S 10194440
www.jrmc.com

DRAWN BY: SP DATE: 05/12/2021 SCALE: 1" = 100' JOB NO. **AMERSON 2021310377**



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 7/20/2021

Number Ordinance O-21-2165

Type Ordinance

Department Community Development

Title

Request to appeal the decision of the Planning and Zoning Commission regarding the consideration of a zoning change from the R-20 Single Family Residential district and R-40 Single Family Residential district to the RE Single Family 'Estate' Residential district for Lot 3, Block 3, Highland Acres Addition, located at 401 Timberline Drive South, Case ZC21-013

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading and Public Hearing

The applicant has requested to table the item to a future meeting where all seven councilmembers will be present.

The applicants were present at the first reading and spoke in favor of their request. There were several citizens who spoke during the public hearing as well, mostly in favor with one in opposition.

First Reading and Public Hearing

Jerry Tinkis, the applicant, has submitted a request for a zoning change on Lot 3, Block 3, Highland Acres Addition, being approximately 1.39 acres, and zoned R-20 and R-40 Single Family Residential. The purpose is to rezone from the R-20 and R-40 districts to the RE Single Family 'Estate' Residential district. The purpose is to allow for the keeping of livestock.

Existing Conditions/Background: The subject property, 401 Timberline Drive South resides on the south side of Timberline Drive South west of the intersection with Bransford Road. The subject property has R-20 and R-40 zoning and is currently developed with a single family home and two accessory buildings.

Proposed Zoning:

Request – The applicant requests to rezone the property from R-20 and R-40 to RE zoning. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 square feet	60,548 s.f.
Minimum Lot Width	200 feet	Approx. 168 ft.
Minimum Lot Depth	300 feet	Approx. 310 ft.
Front Building Line	40 feet	
Side Building Line	25 feet	
Rear Building Line	40 feet	
Max. Lot Coverage	20%	
Max. Impervious Coverage	50%	

Analysis: The current size of the property does not comply with all the minimum standards of the RE Single Family 'Estate' Residential district zoning. The minimum lot size is 60,548 s.f. Additionally, the lot width is below the required minimum lot width by 31 feet. The desire of the applicant is for the property to be able to allow for livestock. The applicant contends that he has raised livestock on the property for many years.

Land Development Code - Chapter 3- Section 3.9 RE Single Family 'Estate' Residential District, E. Permitted Accessory Uses

12. Private stables for the keeping of grazing animals, provided:

- a. Significant ground accumulations of manure shall be collected and properly disposed of so as not to create offensive odors, fly breeding, or in any way become a health hazard or nuisance to humans or animals;
- b. Fences for pens, corrals or similar enclosures shall be of sufficient height and strength to properly retain the grazing animal(s) on the premises; and
- c. The minimum space area of the lot upon which such grazing animal(s) may be kept, including pens, corrals, and stables, shall not be less than 15,000 square feet per each grazing animal over five hundred (500) pounds and not less than five thousand (5,000) square feet for any other grazing animal.

Plat Status: The property is platted as Lot 3, Block 3, Highland Acres Addition.

DRC Review: The DRC reviewed the request during their May 24, 2021 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The property to the east and west are zoned R-20 and R-40 and the property to the west is improved with a single-family residential home. The property to the east is currently not improved with any structures. The properties to the north are zoned R-20 Single Family Residential district and are improved with single-family residences. The properties to the south are zoned R-40 Single Family Residential district and are improved with single-family residences.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property for single-family residential development. The proposed RE zoning does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends denial of the request due to it not meeting the technical requirements of the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended denial of the request at their June 14, 2021 meeting by a vote of 6-0. When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Financial Impact

There is no financial impact to the City.

Recommendation

Denial

Attachments

1. Request to Table
2. Request to Appeal
3. Aerial Map
4. Zoning Map
5. Future Land Use Map
6. Notification Map
7. Notification List
8. Property Owner Notification
9. Letters of Opposition
10. Letters of Support
11. Ordinance O-21-2165

Ben Bryner

Subject: RE: 401 timberline drive South - Request to table

From: J.W. Tinkis < >

Sent: Monday, July 12, 2021 10:46 AM

To: Christine Loven <cloven@colleyville.com>

Subject: 401 timberline drive South

Reference: Rezoning of 401 Timberline drive South request. Due to the fact that we need a supermajority vote by the city council and the July 6th city council meeting 2 council members stated that for the next two City council meetings there will be missing council members. We are asking to table our case until all city council members are present so we know July 20th and the next one in August there will be council members missing. Please reply with a confirmation that this can be done. Thank you.

From: [J.W. Tinkis](#)
To: [Jackie Reyff](#)
Cc: [Ben Bryner](#)
Subject: Re: Land Development Code - Appeal
Date: Monday, June 21, 2021 3:43:30 PM

We are appealing the planning and zoning denial decision on the property at 401 Timberline drive South of the r-20/r-40 rezoning to residential estate RE decision. Thank you,
Gwen and Jerry Tinkis

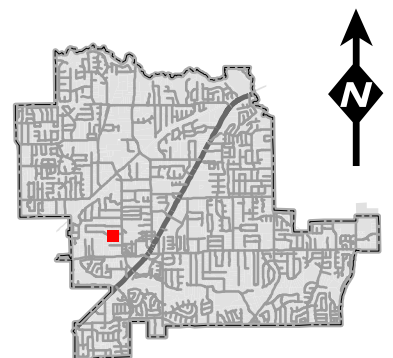
Aerial Map



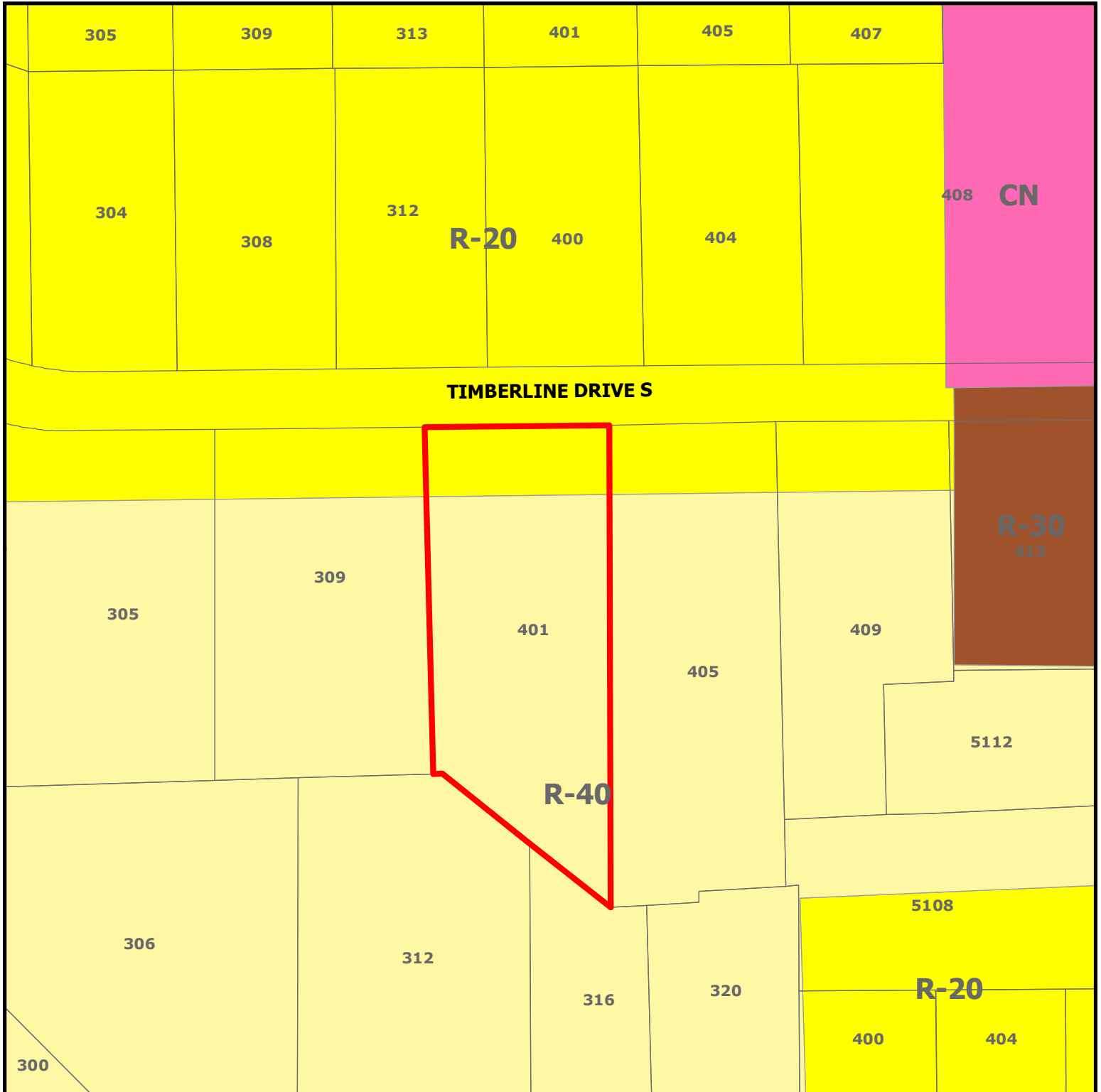
ZC21-013
401 Timberline Drive South

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

 Subject Property



Zoning Map



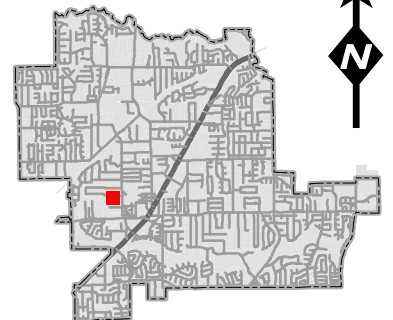
ZC21-013
401 Timberline Drive South

DISCLAIMER:

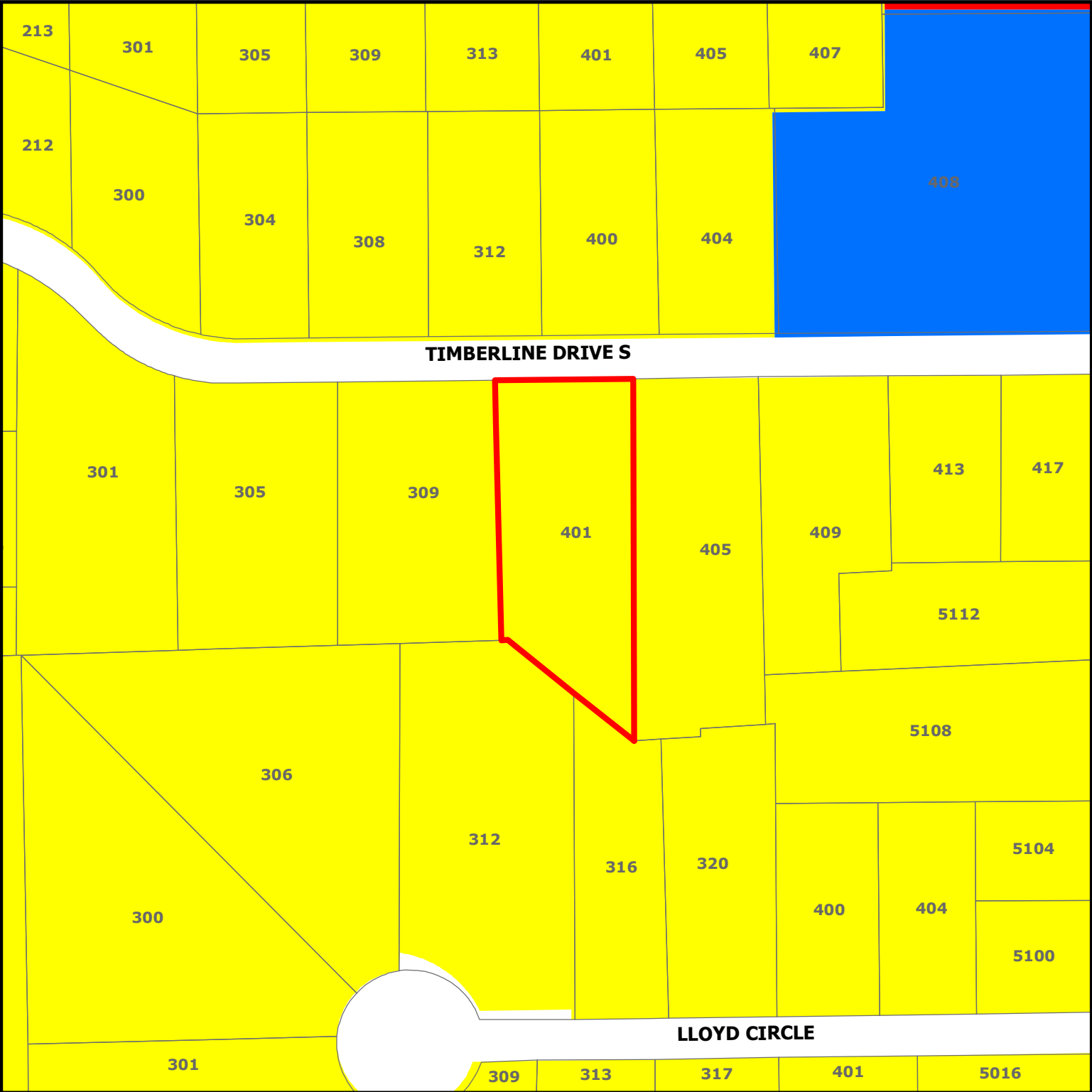
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Subject Property



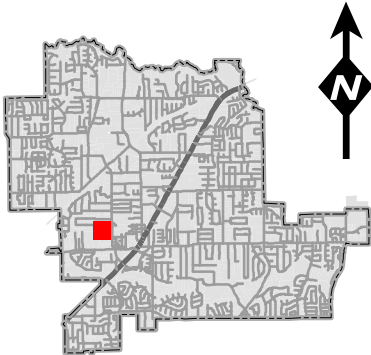
Future Land Use Map



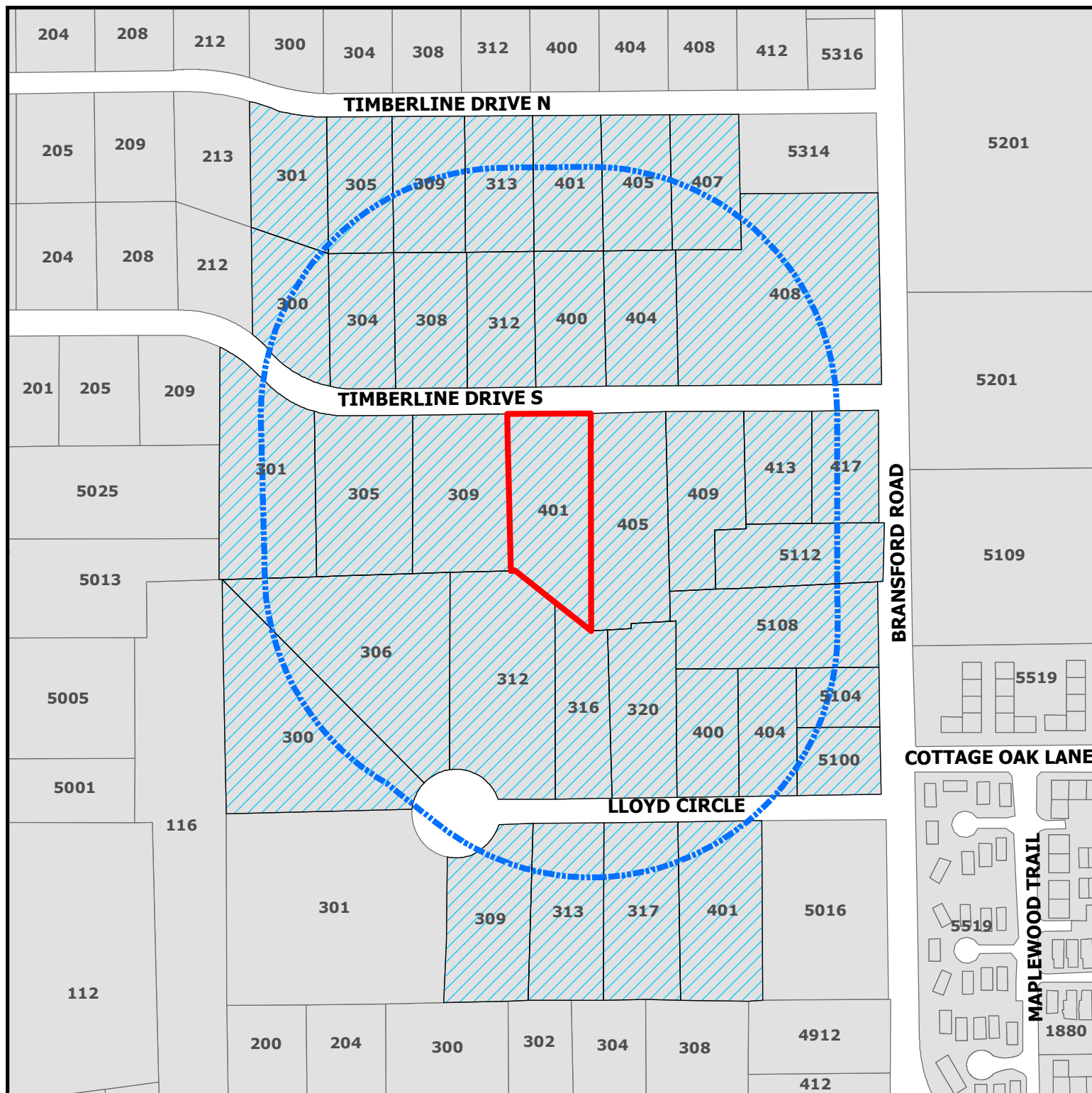
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ZC21-013 401 Timberline Drive South

-  Subject Property
-  Residential
-  Commercial
-  Institutional



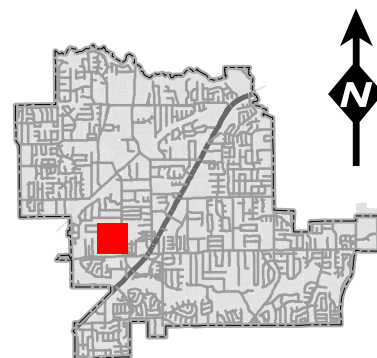
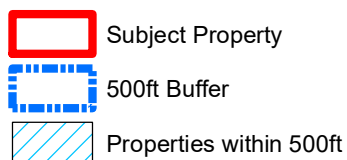
Notification Map



ZC21-013
401 Timberline Drive South

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Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
APPEL, GREG	404 LLOYD CIR	COLLEYVILLE, TX	76034	404 LLOYD CIR
BETHARDS, CHARLES A	405 TIMBERLINE DR	COLLEYVILLE, TX	76034	405 TIMBERLINE DR N
BRANSFORD ROAD LLC	PO BOX 574	COLLEYVILLE, TX	76034	5100 BRANSFORD RD
BRODYWIN REVOCABLE TRUST	320 LLOYD CIR	COLLEYVILLE, TX	76034	320 LLOYD CIR
CALLAWAY, BARBARA LYNN	305 TIMBERLINE DR N	COLLEYVILLE, TX	76034	305 TIMBERLINE DR N
CHURCH OF JESUS CHRIST OF LDS	50 E NORTH TEMPLE RM 22	SALT LAKE CITY, UT	84150	408 TIMBERLINE DR S
COHEN, RICHARD S	401 LLOYD CIR	COLLEYVILLE, TX	76034	401 LLOYD CIR
DAVIS, JOSHUA	4843 COLLEYVILLE BLVD STE 251-	COLLEYVILLE, TX	76034	405 TIMBERLINE DR S
DUBOIS, LEAH	309 TIMBERLINE DR S	COLLEYVILLE, TX	76034	309 TIMBERLINE DR S
EL-ATTRACHE, LISA	312 LLOYD CIR	COLLEYVILLE, TX	76034	312 LLOYD CIR
FRYE, GREGORY	313 TIMBERLINE DR N	COLLEYVILLE, TX	76034	313 TIMBERLINE DR N
GODOI, CARLOS	306 LLOYD CIR	COLLEYVILLE, TX	76034	306 LLOYD CIR
GOODLIN, DAVID P	400 TIMBERLINE DR S	COLLEYVILLE, TX	76034	400 TIMBERLINE DR S
HILLIARD, ETHEL	5112 BRANSFORD RD	COLLEYVILLE, TX	76034	5112 BRANSFORD RD
HIRDLER, JOHN T	316 LLOYD CIR	COLLEYVILLE, TX	76034	316 LLOYD CIR
KNAUS, EDWARD	313 LLOYD CIR	COLLEYVILLE, TX	76034	313 LLOYD CIR
LARKIN, LINDA J	308 TIMBERLINE DR S	COLLEYVILLE, TX	76034	308 TIMBERLINE DR S
LILLIE M PARKER LIVING TRUST	4700 MANNING DR	COLLEYVILLE, TX	76034	304 TIMBERLINE DR S
MCCURDY, JOHN ANTHONY	400 LLOYD CIR	COLLEYVILLE, TX	76034	400 LLOYD CIR
MCILVEENE, KRISTAL D	312 TIMBERLINE DR S	COLLEYVILLE, TX	76034	312 TIMBERLINE DR S
MUCHMORE, DAVID	309 LLOYD CIR	COLLEYVILLE, TX	76034	309 LLOYD CIR
MUNGUIA, ANTONIO C	300 TIMBERLINE DR S	COLLEYVILLE, TX	76034	300 TIMBERLINE DR S
ORTH, MATTHEW D	413 TIMBERLINE DR S	COLLEYVILLE, TX	76034	413 TIMBERLINE DR S
PEARSON, JOHN	317 LLOYD CIR	COLLEYVILLE, TX	76034	317 LLOYD CIR
PRATT, STEPHEN	5104 BRANSFORD RD	COLLEYVILLE, TX	76034	5104 BRANSFORD RD
RODRIGUEZ, JOYCE	301 TIMBERLINE DR N	COLLEYVILLE, TX	76034	301 TIMBERLINE DR N
SIKES, CRAIG D	417 TIMBERLINE DR S	COLLEYVILLE, TX	76034	417 TIMBERLINE DR S
SINISI, DENISE	309 TIMBERLINE DR N	COLLEYVILLE, TX	76034	309 TIMBERLINE DR N
STROMAN, DAVID	5108 BRANSFORD RD	COLLEYVILLE, TX	76034	5108 BRANSFORD RD
THE SWINDELL LIVING TRUST	401 TIMBERLINE DR N	COLLEYVILLE, TX	76034	401 TIMBERLINE DR N
TINKIS, JERRY W	401 TIMBERLINE DR S	COLLEYVILLE, TX	76034	401 TIMBERLINE DR S
VAZQUEZ, CELIA	407 TIMBERLINE DR N	COLLEYVILLE, TX	76034	407 TIMBERLINE DR N
WALLACE, DAVID JAY	305 TIMBERLINE DR S	COLLEYVILLE, TX	76034	305 TIMBERLINE DR S
WALLIS, CAYNE	404 TIMBERLINE DR S	COLLEYVILLE, TX	76034	404 TIMBERLINE DR S
WELLS, MELINDA A	301 TIMBERLINE DR S	COLLEYVILLE, TX	76034	301 TIMBERLINE DR S
WROLSON, DANIEL	300 LLOYD CIR	COLLEYVILLE, TX	76034	300 LLOYD CIR
ZRB LIVING TRUST	409 TIMBERLINE DR S	COLLEYVILLE, TX	76034	409 TIMBERLINE DR S
SHADOWOOD TRAIL CONDOMINIUMS	4113 GATEWAY DRIVE #100	COLLEYVILLE, TX	76034	COURTESY NOTICE
BRAEMAR ADDITION	2909 CLAIREMONT LANE	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
TINKIS, JERRY W	401 TIMBERLINE DR S	COLLEYVILLE, TX	76034	APPLICANT

Public notices were mailed on May 28, 2021



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, June 14, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, July 6, 2021 & Tuesday, July 20, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from the R-20 Single Family Residential district and R-40 Single Family Residential district to the RE Single Family 'Estate' Residential district. The request is to rezone in order to allow for the Keeping of Livestock, specifically Long Horn Cattle. The owner intends to have other types of livestock as well.

Zoning Case: ZC21-013

Applicant: Jerry Tinkis

Owner: Jerry and Gwen Tinkis

Location: 401 Timberline Drive South

Property Description: Lot 3, Block 3, Highland Acres Addition

Present Zoning: R-20 Single Family Residential and R-40 Single Family Residential

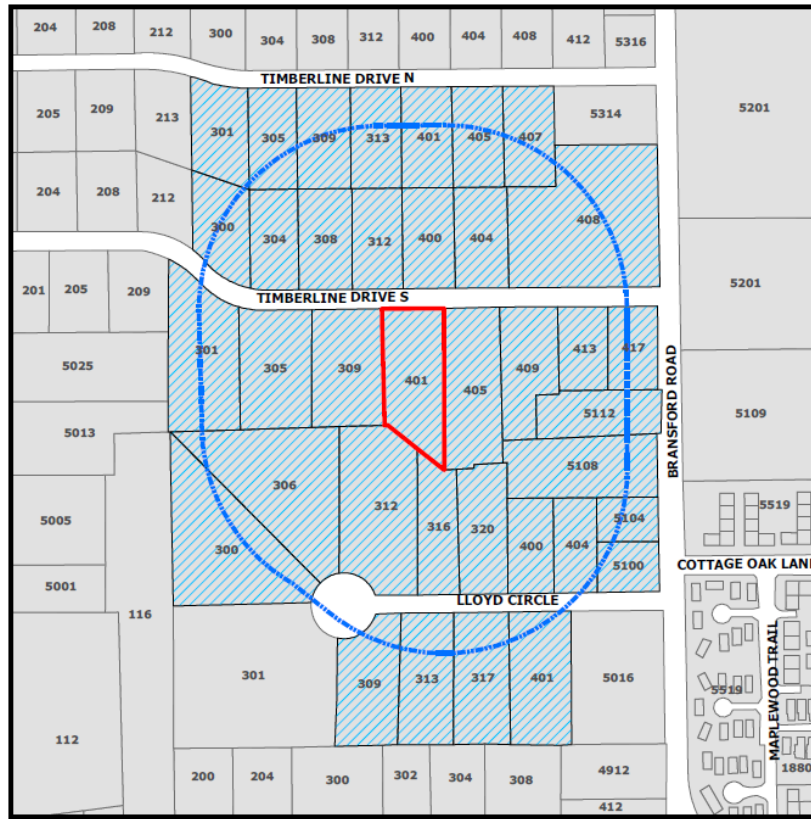
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

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

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

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

From: [Dave Goodlin](#)
To: [Jackie Reyff](#)
Subject: Zoning change request
Date: Tuesday, June 1, 2021 3:42:02 PM

ATTN: Jackie

Concerning the zoning change request at 401 Timberline Dr S in Colleyville, my wife and I are vehemently opposed to any changes that would allow cattle and any business related to raising cattle in our neighborhood. I live right across the street and can attest to the unsightly property that already exists there. Allowing cattle to remain will only make the issue worse. These people already have broken-down vehicles strewn across their unkempt front yard and now that they are raising cattle the amount of new machinery makes for quite an eye-sore. The increase in biting flies and the aroma from the cow droppings has made our lives even more unbearable in the hot summer months. No, I would not agree to allow an exemption if the current situation at 401 Timberline Dr S remains in place.

Thank you for your consideration,

David Goodlin
400 Timberline Dr S
Colleyville, TX 76034

Letter of Opposition

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

Re: Case PC21-011 (Tinkus Replat) and Case ZC21-013 (Tinkus Zoning Change).

We want to express our opposition to the Replat and Zoning change for the property located at 401 Timberline Dr. South. The requested changes are not compatible with the present character of the neighborhood and the lifestyle of its property owners. The property at 401 Timberline Dr S. is habitually “cluttered” and has been used to keep a small herd of longhorn cattle for a number of years. At times, the smell of manure is noticeable, as-well-as an increase in the fly population. Consequently, the property already appears to be in violation of Section E, item 12 “Private Stables” under the requested RE designation. We simply cannot endorse a request to change the zoning to RE that would only perpetuate an existing nuisance and the unsightly clutter.

Sincerely,

Kenneth Owens & Linda Larkin (Spouses)
308 Timberline Dr S.
Colleyville, TX 76034

June 13, 2021

To whom it may concern:

We would like to express our opposition to the zoning changes concerning case PC21-001 (Tinkus Replat) and Case ZC21-013 (Tinkus Zoning Change). Due to safety concerns we cannot endorse this request. We also feel that any repeat would compromise the values of existing homes and lifestyles in the immediate area.

Ryan Lynch 304 Timberline Dr.

Gabriela Munguia 300 Timberline Dr

MARK & CONNIE SINGLETARY 209 TIMBERLINE DR. S.

Ken Owens & Linda Larkin, 308 Timberline Dr. S.

Jason Hunt 309 Timberline Dr. N.

Leah & Michael Dubois 309 Timberline Dr. S

June 13, 2021

To whom it may concern:

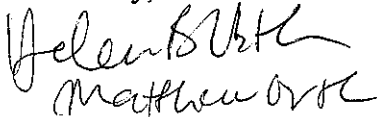
We would like to express our opposition to the zoning changes concerning case PC21-001 (Tinkus Replat) and Case ZC21-013 (Tinkus Zoning Change). Due to safety concerns we cannot endorse this request. We also feel that any repeat would compromise the values of existing homes and lifestyles in the immediate area.

Sib and Melinda Palyet 409 TIMBERLINES
COLUMBUS
R.L. Williams 5712 BRANFORD
Colleyville TX 76034
Mr. [Signature] 313 Lloyd Cir
Colleyville TX 76034
John McCasby 400 LLOYD
COLUMBUS 76034

To Community Development Department, City of Colleyville,

We are writing to voice our opinion on the Zoning Case -ZC21-013. This is in regards to the request for a zoning change for location 401 Timberline Drive South. We are against the request to rezone the location for the keeping of Long Horn Cattle. We are also against the rezone for other types of livestock as well. This is a residential area. There are houses surrounding this small lot. The lot is too small to have cattle and other livestock. We don't want our neighborhood to smell of animal poops and waste. We don't want our neighborhood to be infested with flies, rats, and other vermin. With the infestation of rodents and animal waste products, we will have to deal with bacteria, fungus and other pathogens in the air. We don't want to breathe this in everyday. This would be a health hazard. We object to rezoning this location for cattle or livestock because it is just too close to where we all live. Thank you for your time.

Sincerely,

Handwritten signatures of Helen Orth and Matthew Orth. Helen's signature is on top, and Matthew's is below it.

Matthew and Helen Orth
413 Timberline Dr. S
Colleyville, TX 76034
817-734-8741

Letter of Support

From: [Karen Wilson](#)
To: [Jackie Reyff](#)
Subject: Case #ZC21-013
Date: Wednesday, June 9, 2021 12:00:18 PM

Hi Jackie,

Please record my support in favor of the re-zoning request to allow the longhorns to remain at 401 Timberline Dr. South. They have been a majestic and peaceful part of the scenery and of particular enjoyment to my family for our 11 years of residency on Timberline Dr. They are well cared for and maintained by their owners and add to the diversity and value of the City of Colleyville.

Thank you,
Karen Wilson
100 Timberline Dr S

Karen Wilson, TX. BROKER, GRI; SRES
CERTIFIED NEW HOME SPECIALIST
Iphone: 817-994-8700

ECO CONSCIOUS REAL ESTATE
one habitat at a time™

COLLEYVILLE, TX 76034

Letter of Support

From: [Dj Wallace](#)
To: [Jackie Reyff](#)
Subject: Case # ZC21-013, The Longhorns
Date: Friday, June 11, 2021 12:53:07 PM

Jackie, My name is David Wallace and I live at 305 Timberline Dr. South, Colleyville, Texas just one house down from the home that has the Longhorns on it. I would like to state that just like the logo or seal of The City of Colleyville shows Livestock on it and many of my neighbors have livestock on there properties, I think in the Spirit of our City it should be allowable for them to have the Longhorns on the property and to the best of my knowledge i have heard that it has help one or more of the kid to earn money to help in there college endeavors through the High school FFA program.

Thanks
David Wallace and Trish Paulson

From: [Lisa Collins](#)
To: [Jackie Reyff](#)
Subject: Case # ZC21-013
Date: Friday, June 11, 2021 8:15:27 PM

Daniel and Lisa Collins would like to voice our support of the zoning change in case ZC21-013. Regards, The Collins Family

Janet Hoffman Yeaney created
this group

TUE 6:51 PM

Janet

I'm not getting to the
meeting tonight, but I
support Gwen Tinkis
family in her bid to keep
Longhorns on their C Ville
property!



From: [Melinda Wells](#)
To: [Jackie Reyff](#)
Cc: [REDACTED]
Subject: Longhorns at 401 Timberline Dr So Colleyville, Tx 76034
Date: Tuesday, July 6, 2021 7:26:51 PM

I, Melinda Wells, owner of property at 301 Timberline Dr So Colleyville, Tx 76034 have no problem with the longhorns being on the property at 401 Timberline Dr So. I enjoy seeing them. They are beautiful animals. I have been a resident since 1989 and have seen others have horses, chickens & cattle on their properties with no problems.

I hope they remain.

Melinda Wells

Letters of support received July 6, 2021 for
Case ZC21-013 - Item 6b - Ordinance O-21-2165
on the July 6, 2021 City Council Agenda

7-2-21

To: Colleyville City Council

RE: Change in zoning for 401 Timberline S, Colleyville, Texas

Dear Council Members,

I am writing you to address the request for a zoning change for our neighbors Gwen and Jerry Tinkis. I have known them for almost 20 years, but we just recently moved across the street from them last summer. We strongly support their request to change the zoning of their property to allow them to keep their award-winning Longhorn cattle. I was told that we were on the list for not supporting this at the recent zoning meeting, and that was a lie. I do not know who decided we did not support this, because no one asked us and we had sent a letter to the zoning committee stating we supported them.

Our neighborhood is mainly single-story ranches on around an acre that were built in the 60's and 70's. Many have been remodeled as ours was but still keep the original ranch look on the outside. There are 3 large houses at the front of our street across from the Mormon Church on the corner of Bransford and Timberline S. They are not original to the street and are a lot more expensive than the rest of the neighborhood. They are beautiful but are recent additions to an already existing neighborhood.

We have lived in the area for over 20 years but moved to 404 Timberline Dr S last summer from Argyle. We were attracted to this part of Colleyville because of the rural feel of the neighborhood but right in the middle of town. I have included a photo of their beautiful Longhorns to show you exactly what it looks like to live across the street from them. It is beautiful! There is no noticeable smell or an unusual amount of flies that we have noticed and we spend a lot of time outside.

I hope you will understand that there may be neighbors that do not support them, but it is not all of the neighbors as was presented at the Zoning meeting. I would also like to know who felt like they could speak for us.

I respectfully ask that you approve the Tinkis' request and help keep the quaint charming rural feel of this part of Colleyville intact. If you have any questions, please call me.



letter to city council

2 messages

Lorena Pape

To: gwen tinki

Mon, Jul 5, 2021 at 1:42 PM

July 4, 2021

Councilmembers,

My name is Lorena Pape and I live on 125 Timberline Drive South. I have known the Tinkis family since our sons were in kindergarten together. I always knew whatever Grant did in the future would involve animals, whether a veterinarian, a rancher or the next Steve Irwin from the "Crocodile Hunter" television series. He loves animals.

During the 2016 Mustang Roundup at Grapevine High School as I was looking at the various school club tables with my son, I came across the Future Farmers of America (FFA) table. My first thought was Grant needs to look into this. He had spent so many summers at his uncle's ranch in Nebraska. This was right up his alley. Little did I know where this was going to lead him. Not only did he learn valuable skills regarding livestock but his character also began to develop. It was evident the FFA program built character and confidence in him that would eventually open doors to continue to grow and expand his future in this field. Because of the FFA, Grant has competed in various events presenting his longhorns which have received numerous awards including championship designations. I am super proud of what he has accomplished in such a short period of time.

I understand Grant's zeal for his longhorns has raised some concerns. He and his family are doing their best to accommodate the issues their neighbors presented at the Planning and Zoning Committee meeting last month. Admittedly, I do wish these issues were brought forth sooner rather than at the meeting. Had the Tinkis family been informed by their neighbors the issues they had, they would have taken corrective action. Nonetheless, the Tinkis' are doing all they can in the short amount of time given to change the situation and remove most of the longhorns as quickly as possible. However, to say they can't have any longhorns on their property is also not the answer.

I have read the Code of City Ordinances and the Land Development Code. There are inconsistencies in these two codes. Which code are residents to adhere to? The land code says you can have grazing animals on an R40. Well, cows are grazing animals just like horses; but according to the chart, cows are prohibited on R40s. By the city's own Code of Ordinances definition, horses are defined as livestock along with cattle. It is interesting to note, according to Table 3.24.B - Schedule of Permitted Principal Uses Section C of the Land Development Code, only "private horse stables for domestic use" are permitted under an R40, R30 and R20 districts. Does this mean that my neighbors are in violation of the Land Development Code for having chickens on their properties? I have seen goats and alpacas on some resident properties in the 20 years that I have been a Colleyville resident. The people who lived on my property before us had goats. Were those residents in violation of the Land Development Code as well? Am I to assume these residents applied for a special use permit? If so, would the Tinkis' be able to apply for a special use permit for their longhorns? Also, for your information, horses are officially categorized as **livestock** under the The Agriculture Improvement Act of 2018, a.k.a., 2018 Farm Bill, signed into legislation December 20, 2018. The city will need to edit its Land Development Code Land Use Classification Section C Agricultural Uses to reflect federal law and alleviate any confusion this may and is causing.

In the end, the Tinkis' should be allowed to have their zoning request approved as well as keep their two or three show longhorns. These animals are what Grant uses not only to compete but also to educate, train and recruit future farmers. FFA is a great program for these young students. It is a field of study that is dwindling. We need more young people to be interested in this area. We get our food from farmers and ranchers. It's a noble, thankless profession with little recognition by the masses except when there is a food shortage because of a pandemic or some other calamity. Food for thought. No pun intended.

In the end, the Tinkis' should be allowed to have their zoning request approved as well as keep their two or three show longhorns. These animals are what Grant uses not only to compete but also to educate, train and recruit future farmers. FFA is a great program for these young students. It is a field of study that is dwindling. We need more young people to be interested in this area. We get our food from farmers and ranchers. It's a noble, thankless profession with little recognition by the masses except when there is a food shortage because of a pandemic or some other calamity. Food for thought. No pun intended.

Sincerely,

Lorena V. Pape



Fwd: Case # ZC21-013, The Longhorns

1 message

J.W. Tinkis <
To: Gwen Tinkis

Tue, Jul 6, 2021 at 8:20 AM

Get BlueMail for Android

On Jul 5, 2021, at 11:21 AM, Dj Wallace

This is the e-mail i sent Jackie at the city back on June 11, 2021 in Favor of you keeping the Longhorns on the property, I can NOT believe that I was not put on there little map as Green (for the Longhorns). Please remind me about the meeting tomorrow night and me and Trish will try to come (Text me or give me a call).

Dave Wallace

817-602-6899 cell

-----Original Message-----

From: Dj Wallace

To: Jreyff@Colleyville.com <Jreyff@Colleyville.com>

Sent: Fri, Jun 11, 2021 12:53 pm

Subject: Case # ZC21-013, The Longhorns

Jackie, My name is David Wallace and I live at 305 Timberline Dr. South, Colleyville, Texas just one house down from the home that has the Longhorns on it. I would like to state that just like the logo or seal of The City of Colleyville shows Livestock on it and many of my neighbors have livestock on there properties, I think in the Spirit of our City it should be allowable for them to have the Longhorns on the property and to the best of my knowledge i have heard that it has help one or more of the kid to earn money to help in there college endeavors through the High school FFA program.

Thanks

David Wallace and Trish Paulson

817-602-6899 cell

July 6, 2021

To Whom it May Concern:

We are writing in reference to a matter regarding the Texas Longhorns owned by Grant Tinkis which he currently keeps on his family's property in Colleyville, Texas.

My husband and I lived in Colleyville for many years. We love the community and the schools and raised three girls there. We still have many friends and family in the area and come back often.

We want to let the City Council know that we have property available for Grant Tinkis to keep his longhorns. We are members of the Texas Longhorn Breeders Association of America (TLBAA) and have a ranch in Wise County where we raise and breed registered longhorns. We have known the Tinkis family for many years and have had the privilege to show these amazing animals with them.

If you have any questions, please don't hesitate to call us.

Sincerely,

Tammy & Tom Bush

496 Hilltop Drive

Decatur, TX 76234

(817) 915-7321



Planning and Zoning Commision

3 messages

Andrea Hirdler

To

Fri, Jul 2, 2021 at 7:07 PM

We John & Andrea Hirdler residents and homeowners for 27 years at 316 Lloyd circle do not oppose to the Tinkis family livestock. During all those years the Tinkis family always had animals and they never bothered us. My children always loved the animals and now as adults we enjoy having the Longhorns behind us. They are very well taken care off and we never felt threatened by them. It would be a shame if they have to relocate those amazing animals.

Thank you

John &. Andrea Hirdler.

Sent from my iPhone

gwen tinkis

Mon, Jul 5, 2021 at 4:19 PM

[Quoted text hidden]

gwen tinkis

To

Mon, Jul 5, 2021 at 4:24 PM

----- Forwarded message -----

From: **Andrea Hirdler**

Date: Fri, Jul 2, 2021, 7:07 PM

Subject: Planning and Zoning Commision

To:

[Quoted text hidden]



"In favor" of Longhorns

2 messages

Meredith Godoi

Mon, Jul 5, 2021 at 9:50 AM

To: '

7/5/2021

City of Colleyville,

I am in favor of the Tinkis family keeping their Longhorns. They take very good care of their animals and I do not notice a smell, flies or other issues that other neighbors have complained about.

I will be out of town for the appeal hearing so please mark me as "in favor" of the longhorns.

Thanks,
Meredith Godoi
306 Lloyd Circle
Colleyville Tx 76034
817-874-8449

gwen tinkis

Mon, Jul 5, 2021 at 4:23 PM

To

[Quoted text hidden]

ORDINANCE O-21-2165

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.39 ACRES BEING, LOT 3, BLOCK 3, IN THE HIGHLAND ACRES ADDITION, LOCATED AT 401 TIMBERLINE DRIVE SOUTH, FROM THE R-20 AND R-40 SINGLE FAMILY RESIDENTIAL DISTRICTS TO THE RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning of the property from R-20 and R-40 Single Family Residential to RE Single Family 'Estate' Residential district for Case No. ZC21-013; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and State law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from R-20 and R-40 Residential districts to RE Single Family 'Estate' Residential district on 1.39 acres, being Lot 3, Block 3, of the Highland Acres Addition, located at 401 Timberline Drive South, as depicted on the attached as

Exhibit "A".

- Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of July 2021.

The second reading and public hearing being conducted on the 20th day of July 2021.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____
ABSTENTIONS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map

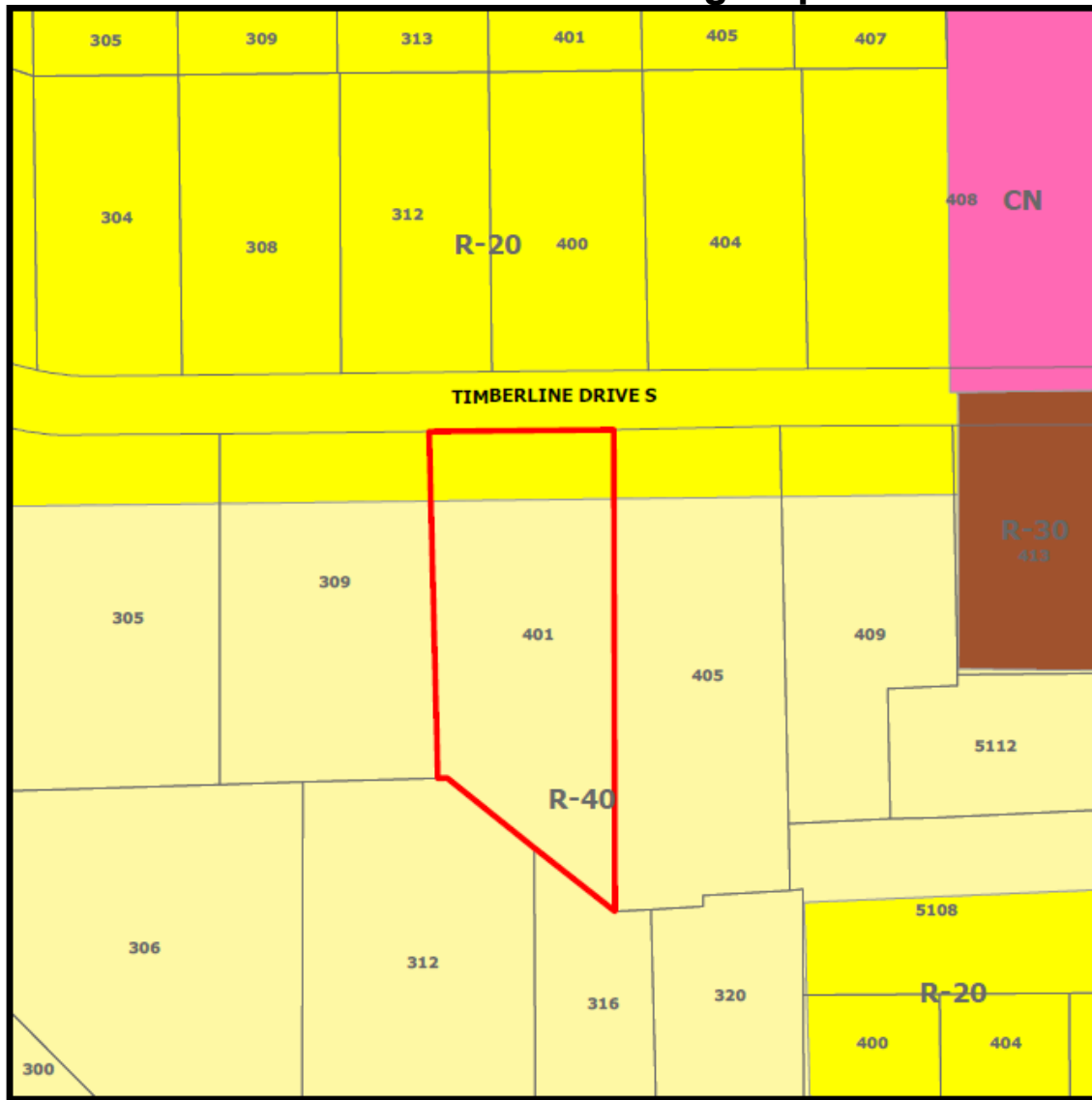
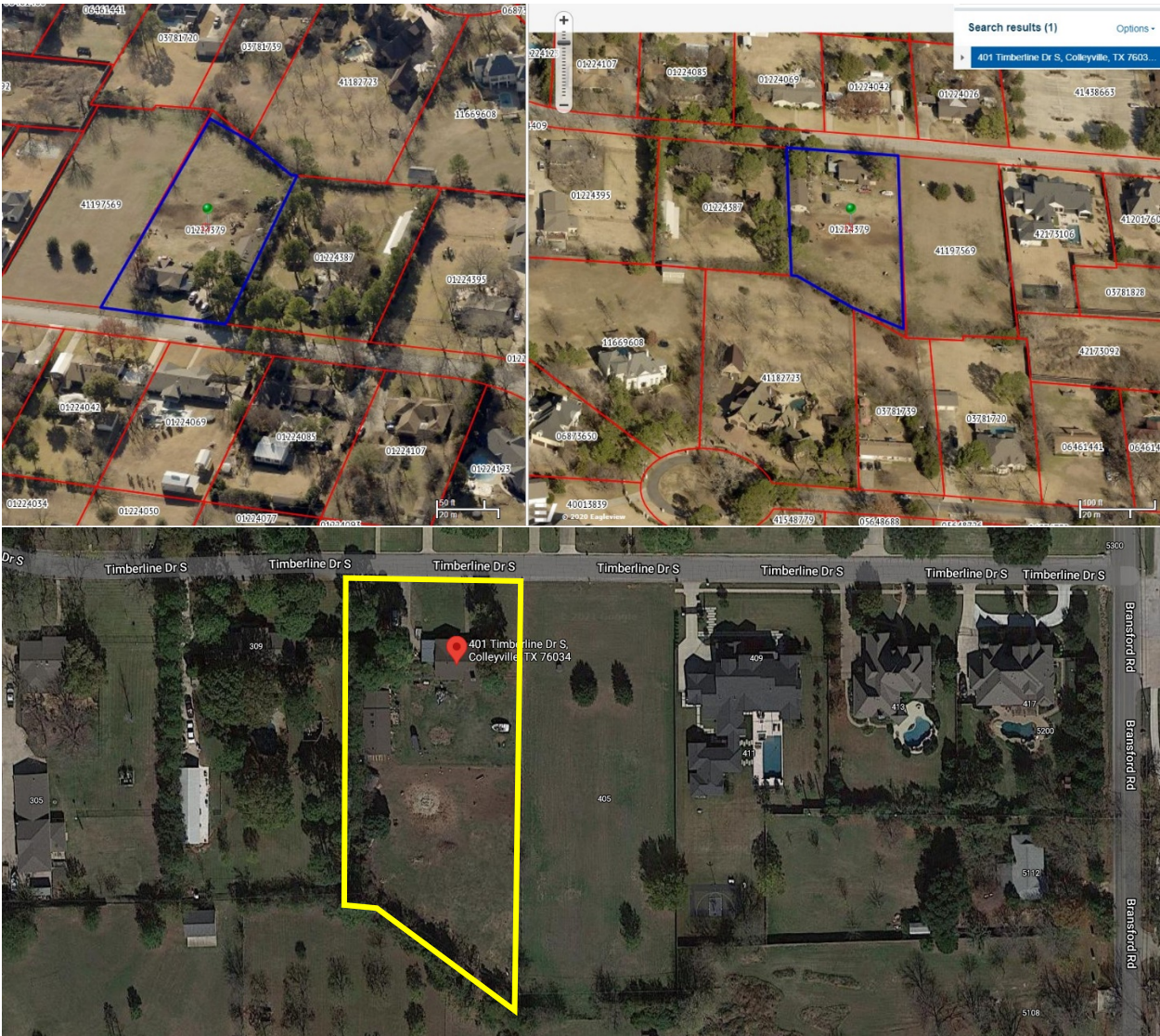


Exhibit “B”- Zoning Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 7/20/2021

Number Resolution R-21-4633

Type Resolution

Department City Manager

Title

Approval of a Professional Services Agreement for Interim Regional Municipal Court Judge, and authorizing the Mayor to execute the agreement

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

The cities of Colleyville and Keller jointly administer and operate a regional municipal court. As such, both cities appoint a Regional Municipal Court Judge Selection Committee comprised of the Mayor and two councilmembers from each City to employ and evaluate a Municipal Court Judge and such associate judges as may be deemed necessary.

The cities has accepted the resignation of Municipal Court Judge Sara Jane del Carmen, effective July 31, 2021. The City Managers and Regional Municipal Court Judge Selection Committees from both cities met and recommend the appointment of an Interim Municipal Court Judge until such time as a permanent judge is selected. The attached Professional Services Agreement provides for the appointment of Judge Carol Montgomery to provide interim municipal court judge services, effective August 1, 2021 to December 31, 2021 unless there is an appointment of a permanent regional municipal court judge prior to December 31, 2021.

The City of Keller will approve a similar resolution at their July 20, 2021 City Council Meeting.

Financial Impact

Funding for the annual salary of the Regional Municipal Court Judge is available in the FY 21 Municipal Court budget with reimbursements from the City of Keller as contained in the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller, attached as Exhibit A.

Recommendation

Approve

Attachments

1. Resolution R-21-4633
2. Exhibit A - Interlocal Agreement for Combined Municipal Court Services

RESOLUTION R-21-4633

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR INTERIM REGIONAL MUNICIPAL COURT JUDGE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller, provides for the selection of a Regional Municipal Judge; and

WHEREAS, Section 8.02 of the City of Colleyville Texas Charter states that the Judge of the Municipal Court shall be appointed by the City Council to serve at the discretion of the City Council. The judge shall be an attorney licensed and practicing in the State of Texas, and shall receive such salary as may be fixed by the City Council. In case of the disability or absence of the Judge of the Municipal Court, the City Council shall appoint a qualified person to act in the judge's absence.

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

- Sec. 1. THAT the above findings are hereby found to be true and correct and are incorporated herein in their entirety.
- Sec. 2. THAT the City Council of the City of Colleyville, Texas in accordance with the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller, Exhibit "A", hereby appoints Carol Montgomery as the Interim City of Colleyville Municipal Court Judge for the City of Colleyville Municipal Court of Record effective August 1, 2021, and continuing until the earlier of (i) December 31, 2021, or (ii) upon the appointment of a permanent regional municipal court judge by the cities of Colleyville and Keller.
- Sec. 3. THAT notwithstanding the foregoing, the term of this Agreement may be extended by mutual written agreement of the Parties.
- Sec. 4. THAT the Professional Services Agreement for Interim Regional Municipal Court Judge attached as Exhibit "A" is approved and the Mayor is authorized to sign the agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Exhibit “A”
PROFESSIONAL SERVICES AGREEMENT
FOR INTERIM REGIONAL MUNICIPAL COURT JUDGE

This Professional Services Agreement for Prosecution Services (“Agreement”) is made by and between the City of Colleyville (“Colleyville”), the City of Keller (“Keller”), and Carol Montgomery (“Judge”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Colleyville and Keller (collectively referred to as the “Cities”) jointly administer and operate a regional municipal court; and

WHEREAS, the Cities desire to engage Judge Carol Montgomery to provide interim municipal court judge services for the Cities’ regional municipal court pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations and performance of the tasks as follows:

Article I
Purpose

The purpose of this Agreement is for the City to contract for interim municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

Article II
Term

This Agreement shall be effective as of August 1, 2021 (the “Effective Date”) and shall expire the earlier of (i) December 31, 2021, or (ii) upon the appointment of a permanent regional municipal court judge by the Cities. Notwithstanding the foregoing, the term of this Agreement may be extended by mutual written agreement of the Parties.

Article III
Scope of Services

3.1 Regional Municipal Court Judge Services. Judge shall perform all services required of municipal court judges in accordance with Cities’ respective Charters, the adopted policies and procedures of the regional municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the same may be amended (“Services”). The Services shall include, without limitation, the following:

- (a) Preside over all municipal court proceedings;

- (b) Promptly handle all adult and juvenile arraignments;
- (d) Execute all arrest warrants;
- (e) Execute all court warrants;
- (f) Perform such other duties as assigned by the respective City Councils and/or the City Managers that may be commensurate with the position of Regional Municipal Court Judge; and
- (g) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable State law.

3.2 Associate Judge(s). Upon prior written approval of the Cities, Judge shall be entitled to utilize the services of one or more associate judges subject to any and all terms and conditions established by the Cities, in the Cities' sole discretion.

Article IV Compensation

Judge shall be compensated for the Services based upon a flat annual rate of \$135,000, which will be paid to Judge on a bi-weekly basis (\$5,192.31) during the term of this Agreement. Should this Agreement terminate prior to the last day of the month, the Judge's compensation will be prorated on a daily basis for any partial month. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the Parties in writing.

Article V Termination

5.1 Termination for Convenience. The Cities or Judge may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the Cities, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the Cities may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 Independent Contractor. It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Judge is acting independently, and that the Cities assume no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of either Colleyville or Keller. Judge shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement. As such, the Cities shall not: (1) train the Judge; (2) require the Judge to complete regular oral or written reports; or (3) require any Judge to provide full-time employee services to either city.

6.3 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the Cities.

6.4 Notice. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Colleyville:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street, 3rd Floor
Colleyville, Texas 76034
E: jducay@colleyville.com

For Keller:

City of Colleyville
Attn: Mark Hafner, City Manager
P.O. Box 770
Keller, Texas 76244
E: mhafner@cityofkeller.com

For Judge:

Carol Montgomery
202 West LD Lockett
Colleyville, Texas 76034

6.5 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.6 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.7 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

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

6.10 Compliance with Laws. Judge shall fully comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[Signature page follows]

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE
(INTERIM)

By: _____
Mayor Richard Newton

By: _____
Carol Montgomery

Date signed: _____

Date signed: _____

CITY OF KELLER

By: _____
Mayor Armin Mizani

Date signed: _____

Exhibit A

Colleyville and Keller recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge, and the parties will endeavor to achieve that goal. That said, Colleyville and Keller reserve the right to select and/or remove their Municipal Court Judge in accordance with their applicable Charter provisions. A municipal judge review and selection committee consisting of both Mayor's and two duly appointed City Council members from each City will formulate a process for obtaining and assessing candidates for the Municipal Court Judge position. The current Judges for Colleyville and Keller will be invited to submit their candidacy for the combined Court. Upon the conclusion of such process, the Committee shall make a recommendation to the full Colleyville and Keller City Councils for the selection of the Municipal Court Judge. If such candidate is approved by both the Colleyville and Keller City Councils, that candidate shall serve as the Municipal Court Judge for the combined Municipal Court for an initial term of two (2) years. In the event the candidate is not approved by both Colleyville and Keller, the matter shall be referred back to the standing committee for the recommendation of an alternative appointment. In the event such alternative appointment is not approved by both Colleyville and Keller, then this issue shall be sent to dispute resolution pursuant to Section 9 of the Agreement. Any renewals of term or approval of a replacement Judge will be subject to this process.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the standing committee a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. In the event either Colleyville or Keller objects to the proposed temporary replacement Judge(s), the Municipal Court Judge must propose an alternative replacement(s) until such replacement(s) is approved by both Colleyville and Keller. If for any reason, the Municipal Court Judge is unable to attend to their duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

The standing committee shall recommend an annual salary for the Municipal Judge to be considered by the respective City Councils and if approved incorporated into the employment contract of the Municipal Judge.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8b

Agenda Date 7/20/2021

Number Resolution R-21-4634

Type Resolution

Department City Secretary

Title

Approval of a Professional Services Agreement for municipal court prosecution services for the City of Colleyville, and authorizing the City Manager to execute the agreement

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

The City of Colleyville and the City of Keller jointly administer and operate a regional municipal court. Staff is seeking approval to engage the City's current city attorney law firm of Wood Banowsky, PLLC, to provide municipal court prosecution services. If approved, staff is recommending Nicole A. Corr to serve under the agreement as the City's prosecutor.

Financial Impact

These services are budgeted annually.

Recommendation

Approve

Attachments

1. Resolution R-21-4634
2. Professional Services Agreement for Municipal Court Prosecution Services

RESOLUTION R-21-4634

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR MUNICIPAL COURT PROSECUTION SERVICES,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, the City of Colleyville and the City of Keller jointly administer and operate a regional municipal court; and

WHEREAS, the City desires to engage the law firm of Wood Banowsky, PLLC, to provide municipal court prosecution services for the City.

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

Sec. 1. THAT the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Sec. 2. THAT the Professional Services Agreement for Prosecution Services attached as Exhibit "A" is approved and the City Manager is authorized to sign the agreement. The City Manager is further authorized to provide notice and terminate the City's current professional services agreement for prosecution services.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTION SERVICES

This Professional Services Agreement for Prosecution Services ("Agreement") is made by and between the ***City of Colleyville, Texas*** ("City") and ***Wood Banowsky, PLLC*** ("Firm"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City of Colleyville and the City of Keller jointly administer and operate a regional municipal court; and

WHEREAS, the City desires to engage the law firm of Wood Banowsky, PLLC to provide municipal court prosecution services for the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations and performance of the tasks as follows:

Article I Purpose

The purpose of this Agreement is for the City to contract for municipal court prosecution services to be performed in accordance with the terms and conditions of this Agreement.

Article II Term

This Agreement shall be effective as of August 1, 2021 (the "Effective Date"). This Agreement shall continue without term unless and until terminated pursuant to this Agreement.

Article III Scope of Services

3.1 Prosecution Services. Firm shall, at City's discretion, provide one or more attorneys to serve as the City's Municipal Court Prosecutor in accordance with the City Charter and the laws applicable to prosecutors of courts in the State of Texas, as the same may be amended ("Services"). The Firm has presently designated Nicole A. Corr to serve as the lead prosecutor at the request of City. The Services may include, without limitation, the following:

- (a) Prosecute cases filed in the Municipal Court;
- (b) Attend Pre-trial Docket (virtual or in-person);
- (c) Attend Bench and Jury trials (virtual or in-person);
- (d) Coordinate with City law enforcement regarding prosecution of cases;
- (e) Meet with witnesses or victims regarding complaints;
- (f) Negotiate plea agreements with defendants; and

- (g) Perform all other duties of a municipal prosecutor as may be provided by applicable State law.

3.2 Professional Competency. Firm agrees that in the performance of these Services, the designated prosecutor(s) shall have the level of competency, and shall use the same degree of skill and the care presently maintained by other practicing professionals performing the same or similar types of work.

Article IV Compensation

4.1 Compensation for Time. City shall compensate Firm for all Services performed pursuant to this Agreement through December 31, 2021 at an hourly rate of one hundred and sixty-five dollars (\$165.00) per hour, and thereafter, at a rate of one hundred and seventy-five dollars (\$175.00) per hour. The foregoing hourly rates shall be billed in quarter hour (0.25) increments. City will not be billed more than one hour of travel time for the prosecutor's round trip to and from the City's municipal court.

4.2 Invoices for Services. Invoices for Services performed and expenses incurred under this Agreement will be submitted to the City on a monthly basis in the form of a single statement of Services. Invoices will be submitted to City generally within ten (10) business days following the last day of each month. All invoices for legal Services provided will contain: (1) a detailed description of the Services performed, (2) an accounting of the time charged for each service, and (3) a total amount owed.

4.3 Prompt Payment. Upon Firm's submission of an acceptable invoice required to be submitted under this article, City shall issue payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

Article V Termination

5.1 Termination for Convenience. Either Party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice to the other Party when it is in the Party's best interest. Firm shall be compensated for all Services performed and expenses incurred in the manner provided in Article IV up to the time of termination. Firm shall promptly submit its final invoice to City following the time of termination. If Firm has any property or documents in its possession belonging to City, Firm will account for and dispose of the same in the manner requested by the City. All legal opinions and other legal documents prepared or obtained under the terms of this Agreement are instruments of service and City shall retain ownership and a property interest therein. Upon termination, originals and/or copies of all client documents prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and without restriction on their use or further compensation to Firm.

5.2 Termination for Default [Breach or Cause]. If Firm fails to perform in the manner called for in this Agreement, or if Firm fails to comply with any other provisions of this Agreement, City may upon ten (10) days' written notice and reasonable opportunity to cure, terminate this Agreement for default. Termination shall be given by serving a notice of termination on Firm setting forth uncured default and stating the date of termination. Upon termination under this Section 5.2, Firm shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Firm of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 Independent Contractor. It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Firm is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Firm pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Firm shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement. As such, City shall not: (1) train the Firm's prosecutors; (2) require the prosecutors to complete regular oral or written reports; or (3) require any prosecutor to provide full-time services to City.

6.2 Firm Personnel. Firm will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this Agreement.

- (a) Firm agrees and acknowledges that during the existence of this Agreement, Firm shall be entirely responsible for the liability and payment for Firm or Firm's employees or assistants, of all taxes of whatever kind, arising out of the performances in this Agreement. Other than the payments described in this Agreement, Firm agrees and acknowledges that Firm or Firm's employees or assistants shall not be entitled to any state benefit on account of the Services provided hereunder. CITY SHALL NOT BE LIABLE TO THE FIRM, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION, OR ANY BENEFIT DUE TO A STATE EMPLOYEE. If City shall nonetheless become liable for the payment of taxes, unemployment insurance premiums, or workers' compensation benefits owed by Firm or any of its members, shareholders, or employees as a result of performance by Firm of its obligations under this Agreement, Firm shall promptly pay or reimburse City for such liability.

- (b) Firm agrees that any person employed or engaged by Firm and who assists in performing the Services agreed to herein shall not be considered employees or agents of City. Firm shall be responsible for any payments and other claims due such persons for work performed under this Agreement. Further, Firm agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. City shall not be liable to Firm, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation.

6.3 Assignment of Agreement. Firm may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from City.

6.4 Records Retention. Full and accurate records shall be maintained by Firm at its place of business with respect to all matters covered by this Agreement. Unless otherwise directed by City, Firm shall retain all records relating to the provision of Services herein for a period of four (4) years following the termination of this Agreement. Upon the request of City, Firm shall allow representatives or designees of City to review, examine and make excerpts or transcripts from such records, and/or audit said records at all reasonable times. Upon the request of City, after the expiration of the records retention period, Firm shall return all files and records to City. Firm may destroy all records in whatever media that are not returned at the expiration of the record retention period.

6.5 Survival. The obligations of Firm under Section 6.2 shall survive this Agreement.

6.6 Written Notice Delivery. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Firm:

Wood Banowsky, PLLC
Attn: Whitt L. Wyatt
3710 Rawlins St., Ste 1000
Dallas, Texas 75219
E: whitt@woodbanowsky.com

For City:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street, 3rd Floor
Colleyville, Texas 76034
E: jducay@colleyville.com

6.7 Conflict of Interest. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Firm shall immediately and fully disclose the nature and extent of the conflict to City and resolve the conflict to City's satisfaction. The Firm shall also be bound to follow the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedures.

6.8 Taxes. This Agreement shall not be construed so as to supersede the laws of the United States or the State of Texas which accord City, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. More specifically, City shall not directly or indirectly be liable for taxes of any kind. To the extent allowed by law, City will provide, upon the request of Firm, all applicable tax exemption certificates.

6.9 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.10 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.11 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

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

6.13 Compliance with Laws. Firm shall fully comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended, including, the Texas Disciplinary Rules of Professional Conduct.

[Signature page follows]

EXECUTED on July 20, 2021.

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

EXECUTED on July 20, 2021.

Wood Banowsky, PLLC (“Firm”)

By: _____
Whitt L. Wyatt, Partner

PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTION SERVICES

This Professional Services Agreement for Prosecution Services (“Agreement”) is made by and between the *City of Colleyville, Texas* (“City”) and *Wood Banowsky, PLLC* (“Firm”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City of Colleyville and the City of Keller jointly administer and operate a regional municipal court; and

WHEREAS, the City desires to engage the law firm of Wood Banowsky, PLLC to provide municipal court prosecution services for the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations and performance of the tasks as follows:

Article I Purpose

The purpose of this Agreement is for the City to contract for municipal court prosecution services to be performed in accordance with the terms and conditions of this Agreement.

Article II Term

This Agreement shall be effective as of August 1, 2021 (the “Effective Date”). This Agreement shall continue without term unless and until terminated pursuant to this Agreement.

Article III Scope of Services

3.1 Prosecution Services. Firm shall, at City’s discretion, provide one or more attorneys to serve as the City’s Municipal Court Prosecutor in accordance with the City Charter and the laws applicable to prosecutors of courts in the State of Texas, as the same may be amended (“Services”). The Firm has presently designated Nicole A. Corr to serve as the lead prosecutor at the request of City. The Services may include, without limitation, the following:

- (a) Prosecute cases filed in the Municipal Court;
- (b) Attend Pre-trial Docket (virtual or in-person);
- (c) Attend Bench and Jury trials (virtual or in-person);
- (d) Coordinate with City law enforcement regarding prosecution of cases;
- (e) Meet with witnesses or victims regarding complaints;
- (f) Negotiate plea agreements with defendants; and

- (g) Perform all other duties of a municipal prosecutor as may be provided by applicable State law.

3.2 Professional Competency. Firm agrees that in the performance of these Services, the designated prosecutor(s) shall have the level of competency, and shall use the same degree of skill and the care presently maintained by other practicing professionals performing the same or similar types of work.

Article IV Compensation

4.1 Compensation for Time. City shall compensate Firm for all Services performed pursuant to this Agreement through December 31, 2021 at an hourly rate of one hundred and sixty-five dollars (\$165.00) per hour, and thereafter, at a rate of one hundred and seventy-five dollars (\$175.00) per hour. The foregoing hourly rates shall be billed in quarter hour (0.25) increments. City will not be billed more than one hour of travel time for the prosecutor's round trip to and from the City's municipal court.

4.2 Invoices for Services. Invoices for Services performed and expenses incurred under this Agreement will be submitted to the City on a monthly basis in the form of a single statement of Services. Invoices will be submitted to City generally within ten (10) business days following the last day of each month. All invoices for legal Services provided will contain: (1) a detailed description of the Services performed, (2) an accounting of the time charged for each service, and (3) a total amount owed.

4.3 Prompt Payment. Upon Firm's submission of an acceptable invoice required to be submitted under this article, City shall issue payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

Article V Termination

5.1 Termination for Convenience. Either Party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice to the other Party when it is in the Party's best interest. Firm shall be compensated for all Services performed and expenses incurred in the manner provided in Article IV up to the time of termination. Firm shall promptly submit its final invoice to City following the time of termination. If Firm has any property or documents in its possession belonging to City, Firm will account for and dispose of the same in the manner requested by the City. All legal opinions and other legal documents prepared or obtained under the terms of this Agreement are instruments of service and City shall retain ownership and a property interest therein. Upon termination, originals and/or copies of all client documents prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and without restriction on their use or further compensation to Firm.

5.2 Termination for Default [Breach or Cause]. If Firm fails to perform in the manner called for in this Agreement, or if Firm fails to comply with any other provisions of this Agreement, City may upon ten (10) days' written notice and reasonable opportunity to cure, terminate this Agreement for default. Termination shall be given by serving a notice of termination on Firm setting forth uncured default and stating the date of termination. Upon termination under this Section 5.2, Firm shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Firm of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 Independent Contractor. It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Firm is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Firm pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Firm shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement. As such, City shall not: (1) train the Firm's prosecutors; (2) require the prosecutors to complete regular oral or written reports; or (3) require any prosecutor to provide full-time services to City.

6.2 Firm Personnel. Firm will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this Agreement.

- (a) Firm agrees and acknowledges that during the existence of this Agreement, Firm shall be entirely responsible for the liability and payment for Firm or Firm's employees or assistants, of all taxes of whatever kind, arising out of the performances in this Agreement. Other than the payments described in this Agreement, Firm agrees and acknowledges that Firm or Firm's employees or assistants shall not be entitled to any state benefit on account of the Services provided hereunder. CITY SHALL NOT BE LIABLE TO THE FIRM, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION, OR ANY BENEFIT DUE TO A STATE EMPLOYEE. If City shall nonetheless become liable for the payment of taxes, unemployment insurance premiums, or workers' compensation benefits owed by Firm or any of its members, shareholders, or employees as a result of performance by Firm of its obligations under this Agreement, Firm shall promptly pay or reimburse City for such liability.

- (b) Firm agrees that any person employed or engaged by Firm and who assists in performing the Services agreed to herein shall not be considered employees or agents of City. Firm shall be responsible for any payments and other claims due such persons for work performed under this Agreement. Further, Firm agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. City shall not be liable to Firm, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation.

6.3 Assignment of Agreement. Firm may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from City.

6.4 Records Retention. Full and accurate records shall be maintained by Firm at its place of business with respect to all matters covered by this Agreement. Unless otherwise directed by City, Firm shall retain all records relating to the provision of Services herein for a period of four (4) years following the termination of this Agreement. Upon the request of City, Firm shall allow representatives or designees of City to review, examine and make excerpts or transcripts from such records, and/or audit said records at all reasonable times. Upon the request of City, after the expiration of the records retention period, Firm shall return all files and records to City. Firm may destroy all records in whatever media that are not returned at the expiration of the record retention period.

6.5 Survival. The obligations of Firm under Section 6.2 shall survive this Agreement.

6.6 Written Notice Delivery. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Firm:

Wood Banowsky, PLLC
Attn: Whitt L. Wyatt
3710 Rawlins St., Ste 1000
Dallas, Texas 75219
E: whitt@woodbanowsky.com

For City:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street, 3rd Floor
Colleyville, Texas 76034
E: jducay@colleyville.com

6.7 Conflict of Interest. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Firm shall immediately and fully disclose the nature and extent of the conflict to City and resolve the conflict to City's satisfaction. The Firm shall also be bound to follow the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedures.

6.8 Taxes. This Agreement shall not be construed so as to supersede the laws of the United States or the State of Texas which accord City, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. More specifically, City shall not directly or indirectly be liable for taxes of any kind. To the extent allowed by law, City will provide, upon the request of Firm, all applicable tax exemption certificates.

6.9 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.10 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.11 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

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

6.13 Compliance with Laws. Firm shall fully comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended, including, the Texas Disciplinary Rules of Professional Conduct.

[Signature page follows]

EXECUTED on July 20, 2021.

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

EXECUTED on July 20, 2021.

Wood Banowsky, PLLC (“Firm”)

By: _____
Whitt L. Wyatt, Partner



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8c
Type Resolution
Department Engineering

Agenda Date 7/20/2021

Number Resolution R-21-4635

Title

Approval of a Construction Services Agreement with C. Green Scaping, LP, for the Colleyville Gateways Project, in an amount not to exceed \$7,167,807.86, and authorizing the City Manager to execute the contract

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

Explanation

Reading and Public Hearing

On September 15, 2020, the City Council approved Resolution R-20-4535, approving the fiscal year 2021-2025 Capital Improvement Program (CIP) including the Colleyville Gateways Project.

The not to exceed contract amount of \$7,167,807.86 includes \$6,528,741.15 for the base bid which includes a \$500,000 contingency, \$493,776.71 for alternate priorities, and \$145,290.00 for the extended warranty and maintenance for years one through three. The consultants' cost estimate for the base bid was \$6,515,792.00, included a \$500,000 contingency and was for construction only.

The project includes furnishing and installing site and landscape improvements for the Colleyville Gateways at three locations:

Pastoral Gateway - SH26 at John McCain
Main Street Gateway - SH26 at Main Street
Creekside Gateway - SH26 near Brown Trail

The improvements generally consist of, but are not limited to, the following:

- Hardscape improvements including tower structures, wall fountain, appurtenances (benches, drinking fountains, bollards, and bike racks) stone block freestanding and retaining walls, stone paving, gravel paving, stone slabs, metal signage, concrete paving, and edging
- Landscape improvements, including earthwork and grading, bulk fill, structural fill, soil preparation and amendments, ground covers, seasonal color, perennials, shrubs, and trees
- Site electrical and plumbing including site lighting (trees, towers, signs, walls,

fountain, lanterns, bridge), site electrical (utility relocates, electrical convenience outlets, power connections), and site plumbing (water lines, utility relocates, fountain) as indicated and detailed

- Irrigation system as indicated and detailed

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on May 30, June 6, 13, 20, and 27, 2021. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 52 plan holders, of which there were three engineers, 27 general contractors, two manufacturers, five other, one owner, seven plan rooms, seven sub-contractors, and one supplier.

The City received seven sealed bids, which were opened and publicly read aloud on June 29, 2021.

Financial Impact

The funding source for this project is the Tax Increment Finance District Form 1295 - Applicable

Recommendation

Approve

Attachments

1. Gateway Project Bid Presentation
2. Construction Services Agreement
3. Bid Summary
4. Resolution R-20-4535
5. Resolution R-21-4635

COLLEYVILLE BOULEVARD

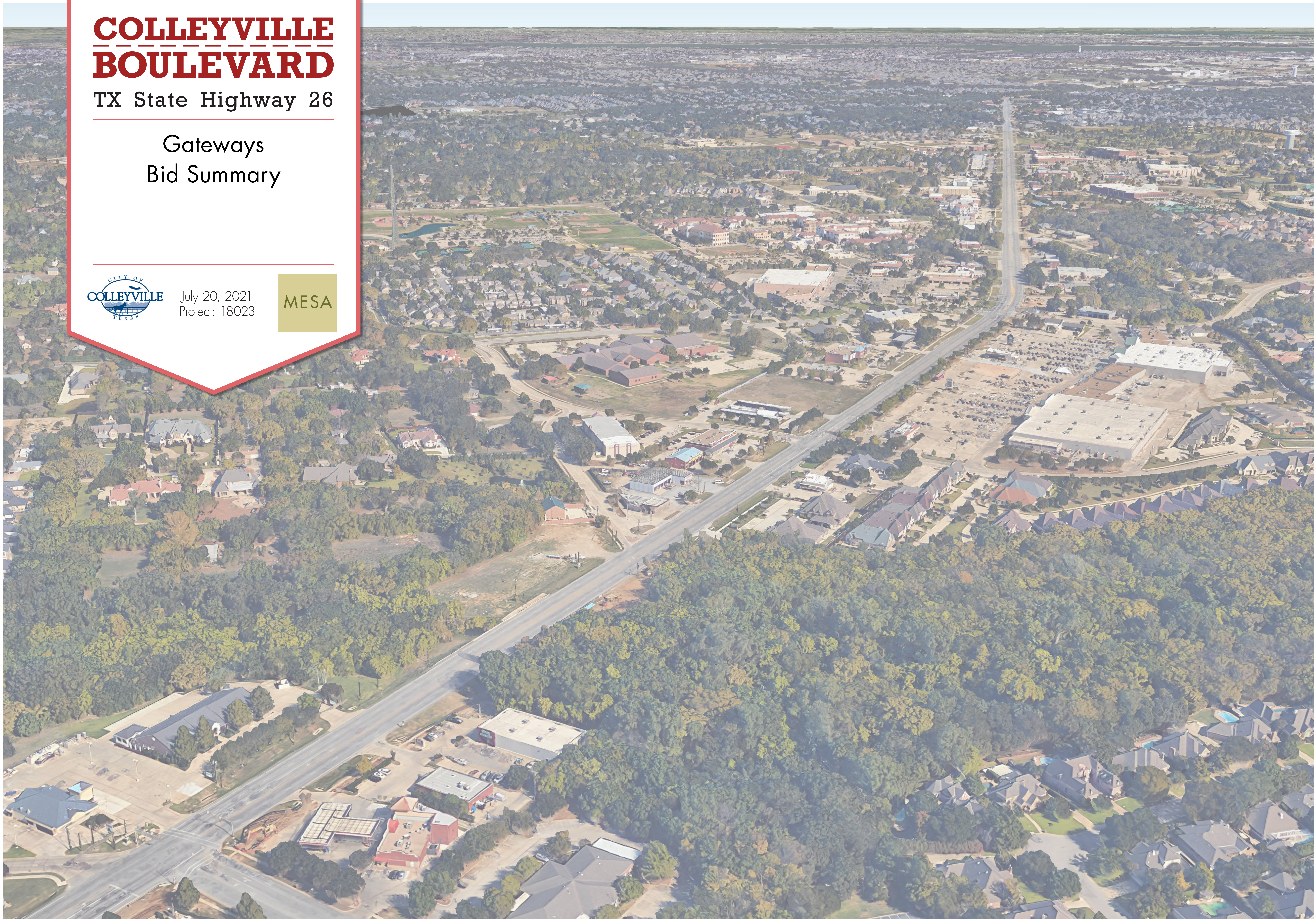
TX State Highway 26

Gateways Bid Summary



July 20, 2021
Project: 18023

MESA



Colleyville Gateways
Base Bid Analysis

SUMMARY	BASE BID
MESA Projected Budget	6,515,792
C. Green Scaping, LP	6,528,741
Ratliff Hardscape, Ltd	6,867,808
The Fain Group, Inc.	7,086,123
North Rock Construction	7,123,267
HASEN Construction Services	7,471,227
Fort Worth Civil Constructors, LLC	7,532,505
Millis Development and Construction, LLC	8,162,557

Contractor quantities and prices are based on bids provided to the City of Colleyville and are for comparison purposes only. Please refer to Contractor bids for detailed bid information.
Note: Owner shall have right to reject or delete individual line items at their sole discretion.

COLLEYVILLE GATEWAYS SUMMARY

		GREEN SCAPING
BASE BID (with \$500K contingency)		\$6,528,741
PRIVATE PROPERTIES		
5200		\$164,820
5117		\$74,081
SUBTOTAL: BASE BID + PRIVATE PROP.		\$6,767,643
BASE AREA ALTERNATES		
TIER 1		\$384,493
TIER 2		\$149,660
TIER 3		\$237,210
SUBTOTAL: BASE AREA ALTERNATES		\$771,363
BASE AREAS MAINTENANCE & WARRANTY (M&W)		
YEAR 1		\$36,720
YEAR 2		\$49,130
YEAR 3		\$59,440
SUBTOTAL: M&W		\$145,290
PASTORAL GATEWAY NORTH		
TIER 1 (with \$100K contingency)		\$1,050,729
TIER 2		\$34,620
PASTORAL GATEWAY NORTH M&W		\$114,160
SUBTOTAL: PASTORAL GATEWAY - NORTH		\$1,199,509
TOTAL: ALL COSTS		\$8,883,804

POSSIBLE SCENARIO		
BASE BID (with \$500K contingency)		\$6,528,741
PRIVATE PROPERTIES		\$238,901
CREEKSIDE GATEWAY TIER 1 (excluding flagstone paving)	\$12,838	\$254,875
MAIN STREET GATEWAY TIER 1	\$157,193	
PASTORAL GATEWAY SOUTH TIER 1	\$84,844	
TOTAL (INCLUDES \$500K CONTINGENCY)		\$7,022,518

- CREEKSIDE GATEWAY - flagstone paving upgrade\$129,617 - benches (stone and wood)\$ 9,467 - drinking fountain\$ 8,780 - trash can\$ 1,710 - lighting fixture-\$ 7,120 - MAIN STREET GATEWAY - flagstone paving upgrade\$172,313 - lighting fixture-\$ 15,120 - PASTORAL GATEWAY SOUTH - lighting fixture-\$ 17,660 - stone wall block\$102,004
- CREEKSIDE GATEWAY - tower lantern glass and roof upgrade\$ 9,500 - lighting scope\$ 14,220 - MAIN STREET GATEWAY - tower lantern glass and roof upgrade\$ 11,800 - quarry block stone slabs\$ 60,000 - PASTORAL GATEWAY SOUTH - tower lantern glass and roof upgrade\$ 7,700 - stone spot boulders addition\$ 46,440
- MAIN STREET GATEWAY - tower fountain addition\$205,710 - bollards upgrade\$ 31,500
- PASTORAL GATEWAY NORTH - contingency\$100,000 - site prep and demo\$380,051 - stamped concrete paving\$ 10,836 - concrete curb, gutter, and ADA plates\$ 3,538 12' concrete trail\$ 75,783 - sleeving\$ 1,576 - drinking fountain\$ 8,780 - landscape bed prep\$215,442 - cedar elm and crape myrtles\$125,770 - landscape seed mix\$ 9,177 - irrigation\$ 86,750 - electrical conduits and controllers\$ 16,040
- PASTORAL GATEWAY NORTH - lighting\$ 34,620

COLLEYVILLE GATEWAYS SUMMARY

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 - drinking fountain \$ 8,780
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 - landscape bed prep \$215,442
 - cedar elm and crape myrtles \$125,770
 - landscape seed mix \$ 9,177
 - irrigation \$ 86,750
 - electrical conduits and controllers \$ 16,040
- PASTORAL GATEWAY NORTH**
 - lighting \$ 34,620

Colleyville Gateways
Contract Summary

SUMMARY	
MESA Projected Budget	\$6,515,792
Green Scaping Base Bid	\$6,528,741
Private Properties	\$238,901
Possible Scenario Alternates	\$254,875
Extend Maintenance and Warranty (Years 1-3)	\$145,290
Total Contract Amount	\$7,167,808

**Base Bid includes \$500,000 City added Contingency*

CONSTRUCTION SERVICES AGREEMENT

Colleyville Gateways

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **C. Green Scaping, LP**, a Texas Limited Partnership, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville Colleyville Gateways (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S project manual, plans, and specifications for the Project contained in the City's Invitation for Bid # ENG-2021-004 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Contract Documents, but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Contract Documents. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed SEVEN MILLION ONE HUNDRED AND SIXTY-SEVEN THOUSAND EIGHT HUNDRED AND SEVEN AND 86/100 DOLLARS (\$7,167,807.86) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the

CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is Three Hundred and Sixty-Five (365) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 365th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. CONTRACTOR understands and agrees that time is of the essence and that for each day of delay beyond the number of calendar days for the completion of the work herein specified and contracted for (after due allowance for such extension(s) of time as may otherwise be approved by CITY in the manner provided for herein), the CITY may withhold permanently from the Contract Price daily liquidated damages in an amount equal to \$1,500 per day for the first 60 days of delay and \$3,000 per day for every day of delay thereafter.

E. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion issued under Section 7(E) within ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in

cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/or its Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance:

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

- (1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and
- (2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OF ANY CHARACTER (REAL OR PERSONAL), OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPENSES, AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OF ANY CHARACTER (REAL OR PERSONAL) TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without waiver of or prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability.

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

Section 19. Independent Contractor.

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 20. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:	City Manager Attn: Jerry Duca City of Colleyville 100 Main St. Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt, City Attorney 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	C. Green Scaping, LP Attn: Curtis J. Green Vice President 2401 Handley Ederville Road Fort Worth, Texas 76118

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 26. Chapter 522 Notice.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and CONTRACTOR agrees that the contract can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

Signature page to follow

EXECUTED on July 20, 2021

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:EM:Date:July 15, 2021:v4.2019

EXECUTED on July ____, 2021.

CONTRACTOR
C. Green Scaping, LP

By: _____
Curtis J. Green
Vice President

COLLEYVILLE GATEWAYS SUMMARY

	GREEN SCAPING	RATLIFF	FAIN	NORTH ROCK	HASEN	FW CIVIL	MILLIS
BASE BID (with \$500K contingency)	\$6,528,741	\$6,867,808	\$7,086,123	\$7,123,267	\$7,471,227	\$7,532,505	\$8,162,557
PRIVATE PROPERTIES							
5200	\$164,820	\$245,120	\$204,510	\$353,470	\$471,810	\$269,740	\$235,610
5117	\$74,080	\$85,340	\$131,280	\$138,660	\$81,710	\$155,610	\$122,860
SUBTOTAL: BASE BID + PRIVATE PROP.	\$6,767,643	\$7,198,271	\$7,421,926	\$7,615,406	\$8,024,758	\$7,957,858	\$8,521,032
BASE AREA ALTERNATES							
TIER 1	\$384,492.86	\$365,341.34	\$318,903.00	\$328,274.05	\$283,130.61	\$258,742.00	\$567,981.87
TIER 2	\$149,660.00	\$140,975.56	-\$35,480.00	\$131,331.00	\$216,988.75	-\$51,240.50	\$64,622.34
TIER 3	\$237,210.00	\$241,608.00	\$27,410.00	\$1,945.00	\$152,723.75	\$223,812.00	\$44,718.23
SUBTOTAL: BASE AREA ALTERNATES	\$771,363	\$747,925	\$310,833	\$461,550	\$652,843	\$431,314	\$677,322
BASE AREAS MAINTENANCE & WARRANTY (M&W)							
YEAR 1	\$36,720	\$20,190	\$27,200	\$37,640	\$30,780	\$30,810	\$42,180
YEAR 2	\$49,130	\$35,190	\$59,300	\$58,660	\$64,020	\$64,360	\$91,100
YEAR 3	\$59,440	\$36,540	\$59,200	\$62,640	\$63,900	\$63,960	\$90,850
SUBTOTAL: M&W	\$145,290	\$91,937	\$145,700	\$158,950	\$158,718	\$159,130	\$224,140
PASTORAL GATEWAY NORTH							
TIER 1 (with \$100K contingenc	\$1,050,728.6	\$1,214,128.8	\$1,170,957.2	\$975,782.4	\$936,687.4	\$1,041,936.8	\$930,920.1
TIER 2	\$34,620.00	\$34,071.00	\$57,720.00	\$35,790.00	\$36,669.00	\$36,660.00	\$33,216.20
PASTORAL GATEWAY NORTH M&W	\$114,160	\$50,995	\$90,000	\$78,958	\$95,851	\$95,900	\$101,441
SUBTOTAL: PASTORAL GATEWAY - NORTH	\$1,199,509	\$1,299,195	\$1,318,677	\$1,090,530	\$1,069,207	\$1,174,497	\$1,065,577
TOTAL: ALL COSTS	\$8,883,804	\$9,337,328	\$9,197,136	\$9,326,437	\$9,905,527	\$9,722,799	\$10,488,073

SCENARIO 1							
BASE BID (with \$500K contingenc	\$6,528,740	\$6,867,800	\$7,086,120	\$7,123,260	\$7,471,220	\$7,532,500	\$8,162,550
PRIVATE PROPERTIES	\$238,901	\$330,464	\$335,803	\$492,140	\$553,531	\$425,353	\$358,476
PASTORAL GATEWAY NORTH TIER 1 (with \$100K contingency)	\$1,050,729	\$1,214,129	\$1,170,957	\$975,782	\$936,687	\$1,041,937	\$930,920
CREEKSIDE GATEWAY TIER 1	\$142,455	\$125,608	\$204,881	\$185,399	\$138,629	\$111,453	\$168,484
PASTORAL GATEWAY SOUTH TIER 1	\$84,844	\$129,987	-\$48,360	-\$26,334	-\$3,134	\$70,245	\$349,557
TOTAL (INCLUDES \$600K CONTINGENCY)	\$8,045,670.57	\$8,667,995.80	\$8,749,404.15	\$8,750,253.54	\$9,096,940.76	\$9,181,492.65	\$9,969,993.19

SCENARIO 2							
BASE BID (with \$500K contingency)	\$6,528,741	\$6,867,808	\$7,086,123	\$7,123,267	\$7,471,227	\$7,532,505	\$8,162,557
PRIVATE PROPERTIES	\$238,900	\$330,460	\$335,800	\$492,140	\$553,530	\$425,350	\$358,470
BASE AREA ALTERNATES	\$771,363	\$747,925	\$310,833	\$461,550	\$652,843	\$431,314	\$677,322
MAINTENANCE & WARRANTY (YEARS 1-3	\$145,290	\$91,937	\$145,700	\$158,950	\$158,718	\$159,130	\$224,140
TOTAL (INCLUDES \$600K CONTINGENCY)	\$7,684,295	\$8,038,134	\$7,878,459	\$8,235,906	\$8,836,320	\$8,548,302	\$9,422,495

RESOLUTION R-20-4535

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

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 September 1, 2020
 - b. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
 - c. Approval of the FY2021 fleet replacement schedule
 - d. Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
 - e. Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
 - f. Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
 - g. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

- h. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 15TH DAY OF SEPTEMBER 2020.

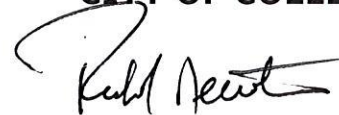
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2020	Estimated 8/1/2020 Available Balances		\$16,999,238	\$6,343,096	\$4,206,052	\$1,810,127	\$0	\$201,853	\$533,476	\$1,484,169	\$1,343,197	\$491,783	\$14,839,180	\$2,454,899	\$1,060,211	\$1,019,582	\$4,327,068
	Projects under contract or in progress																
	Batting Cages for City Park Baseball Facility	\$95,000	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Desig	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank Rehabilitation - Construction	\$1,103,000	\$0	\$1,103,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Colleyville Center New Roof	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2020	\$56,500	\$0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Construction of Parking Facility at Central Fire Station	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Drainage Fee Assessment Study	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2020	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Design	\$14,000	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout -	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0
	Justice Center - Metal Roof Coating	\$246,500	\$246,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Keyless Entry /Card Reader Expansion	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land Purchase	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,600,000	\$0	\$0	\$0	\$0
	L.D. Lockett Pump Station Emergency Generator	\$410,000	\$0	\$410,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape Improvements Near Pavilion at McPherson	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Design	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	New Warmup Area at City Park Baseball Fields	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2020	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2020	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Sparger Park	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Waterline (John McCain North to Bear Creek)	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000
	Public Works Service Center Site Improvements-Design	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Nature Center	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Reagan Park	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation at City Park	\$903,000	\$0	\$0	\$503,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - ROW	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
	SH26 Beautification FY2020	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0
	Stormwater Master Plan	\$193,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,000	\$0	\$0	\$0	\$0
	Street Pavement Marking-2020	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Replacement	\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley Subdivision/Rustic Oaks	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water Lines - Design	\$342,000	\$287,000	\$49,200	\$0	\$5,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Risk and Resilience Assessment	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water, Wastewater, and Roadway Impact Fee Update	\$128,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
	Sum Of Total Project Cost:	\$15,017,500	\$1,240,500	\$1,790,200	\$714,500	\$305,800	\$0	\$32,000	\$32,000	\$586,500	\$575,000	\$0	\$9,655,000	\$0	\$0	\$32,000	\$54,000
	(+) Year-end surplus contributions		\$1,395,305	\$1,330,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Costs not included in project list				\$845,263							\$57,382	\$759,678				
	(+) FY21 Budgeted Contribution		\$0	\$78,323	\$799,438	\$20,000	\$0	\$10,000	\$254,444	\$46,586	\$54,067	\$40,555	\$767,084	\$59,286	\$11,492	\$19,297	\$88,608

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2021	Estimated 10/1/2020 Available Balance		\$17,154,043	\$5,961,219	\$3,445,727	\$1,724,327	\$3,077,000	\$179,853	\$755,920	\$944,255	\$822,264	\$474,956	\$5,191,586	\$2,514,185	\$1,071,703	\$1,006,879	\$4,361,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2021	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Design	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Const	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Central Fire Station Interior Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Const	\$4,105,000	\$0	\$900,000	\$0	\$0	\$1,877,000	\$0	\$0	\$0	\$0	\$0	\$1,328,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail-Design	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	City Hall Interior Renovation	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall Dumpster Enclosure and Storage Facility	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	City Hall/Library - HVAC Replacement	\$327,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327,600	\$0	\$0	\$0	\$0
	City Park Pickleball Court	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
	City Park Softball Shade Structure and Playground Im	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Fee Impervious Area Study	\$90,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,900	\$0	\$0	\$0	\$0
	Drainage Improvements FY2021	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Fiber Optic	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	Fire Station 2 AC Replacement	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Fire Stations Bay Area Renovation	\$200,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flood Gates Upgrade	\$425,000	\$0	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Rd (Phase 2-SH26 to Pool) Design	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
	Glade Road at Bluebonnet Drive	\$1,900,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	\$0	\$0
	Improvements to Parks Building (on Bransford)	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	Justice Center - HVAC Replacement	\$395,000	\$395,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Safety Enhancements	\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	L.D. Lockett Road Right Turn Ln - Construction	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library 2nd Floor Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Overland Park Amenity	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2021	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2021	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parks House Demo and Site Prep	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Permit Software Acquisition	\$300,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0
	Pleasant Run Practice Fields New Restroom	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Bridge at Big Bear (White Chapel	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Rehabilitation (John McCain to N	\$1,800,000	\$1,250,000	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Waterline (John McCain North to	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$800,000
	Public Works Service Center Renovations	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center Exterior Renovations	\$120,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center RFP Professional Services	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SH26 Beautification FY2021	\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2021	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2021	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane	\$630,000	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water/Drainage/Road	\$2,700,000	\$1,800,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
	Water Project 12: Woodbriar Estates - Design	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Design	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
	Water Project 6: Quail Crest - Design	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 10: Rehabilitation of Priority 2 Manholes	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path - Design	\$90,000	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$40,253,500	\$7,480,000	\$2,370,000	\$685,000	\$1,975,000	\$3,077,000	\$0	\$310,000	\$300,000	\$530,000	\$0	\$21,756,500	\$0	\$200,000	\$350,000	\$1,220,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$3,921,570							\$186,262	\$194,318				
	(-/+) Transfers in/out		-\$10,381,432										\$11,281,432				
	(+) FY22 Budgeted Contribution		\$2,244,834	\$546,941	\$2,287,391	\$8,622	\$0	\$10,000	\$450,000	\$28,885	\$174,445	\$127,400	\$6,525,730	\$49,314	\$21,434	\$49,500	\$210,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2022	Estimated 10/1/2021 Available Balance		\$2,037,445	\$4,669,260	\$1,126,548	-\$42,051	\$1,222,302	\$189,853	\$895,920	\$673,140	\$466,709	\$416,095	\$1,047,930	\$2,563,499	\$893,137	\$706,379	\$3,351,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2022	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Park Fence Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
	City Park New Amenity	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,000	\$0	\$0	\$0	\$0	\$41,000	\$0	\$0
	Cooks and Waller Lane	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements at Nature Center	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2022	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY22 Construct	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
	Hardage Lane	\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jackson Road Bridge Renovation-Construction	\$1,222,302	\$0	\$0	\$0	\$0	\$1,222,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Cleaning and Sealing	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Interior Renovation	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Construction	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Overland Park Amenity Phase II	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2022	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2022	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2022	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
	Senior Center Renovations	\$3,000,000	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
	SH26 Beautification FY2022	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2022	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2022	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: Woodbriar Estates - Construction	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 16: Timberline Drive - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
	Water Project 5: Brighton Oaks - Design	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 6: Quail Crest - Construction	\$700,000	\$0	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path WW Renewal and Road F	\$1,300,000	\$500,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$28,527,302	\$4,350,000	\$4,950,000	\$875,000	\$300,000	\$1,222,302	\$0	\$0	\$659,000	\$580,000	\$0	\$10,750,000	\$2,500,000	\$41,000	\$0	\$800,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,543,743							\$150,248	\$196,261				
	(-/+) Transfers in/out		-\$1,747,092										\$2,647,092				
	(+) FY23 Budgeted Contribution		\$2,211,191	\$794,326	\$2,287,491	\$0	\$0	\$10,000	\$450,000	\$23,463	\$167,334	\$133,720	\$7,719,252	\$49,413	\$17,863	\$37,125	\$157,500

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2023	Estimated 10/1/2022 Available Balance		-\$1,348,456	\$1,044,686	\$995,296	-\$142,051	\$0	\$199,853	\$1,345,920	\$37,603	\$54,043	\$399,567	\$468,013	\$112,912	\$870,000	\$743,504	\$2,709,176
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2023	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall - Boiler Replacement	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Dog Park/Splash Pad	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0
	Drainage Improvements FY2023	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Kimzey Park Playground Improvements	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail PH2-Construction	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2023	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2023	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rehabilitate the Historic Fire Station	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,000	\$0	\$0	\$0	\$0
	Senior Center Renovations-2023	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2023	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2023	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Brighton Oaks Water/Street Rehabi.	\$2,550,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
	Water Project 16: Timberline Drive - Construction	\$2,500,000	\$700,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Woodbriar/Quail Crest Street Rehabilitation (Compai	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$15,159,000	\$4,575,000	\$2,000,000	\$1,300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,384,000	\$0	\$700,000	\$0	\$1,900,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,568,445							\$151,263	\$198,224				
	(-/+) Transfers in/out		\$1,259,827										-\$1,159,827				
	(+) FY24 Budgeted Contribution		\$2,202,895	\$1,038,457	\$2,338,901	\$0	\$0	\$10,000	\$450,000	\$5,000	\$159,081	\$140,356	\$6,918,579	\$44,512	\$17,400	\$27,844	\$118,125
2024	Estimated 10/1/2023 Available Balance		-\$1,960,734	\$614,243	\$465,752	-\$242,051	\$0	\$209,853	\$1,795,920	\$42,603	\$213,124	\$388,660	\$1,644,541	\$157,424	\$187,400	\$771,348	\$927,301
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2024	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Hall and Library Exterior Cleaning and Sealing	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0
	Bedford Road Trail - Construction	\$1,500,000	\$1,500,000	\$0			\$0	\$0	\$0				\$0			\$0	\$0
	Drainage Improvements FY2024	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2024	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2024	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2024	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2024	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2024	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2024	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Constructi	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$7,250,000	\$4,075,000	\$1,900,000	\$375,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,591,974							\$152,309	\$200,206				
	(-/+) Transfers in/out		\$4,800,000										-\$5,700,000				
	(+) FY25 Budgeted Contribution		\$1,702,598	\$1,301,597	\$2,381,077	\$0	\$0	\$10,000	\$450,000	\$5,000	\$162,262	\$147,324	\$7,123,887	\$44,601	\$3,748	\$20,883	\$88,594

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2025	Estimated 10/1/2024 Available Balance		\$966,864	\$546,940	\$879,855	-\$342,051	\$0	\$219,853	\$2,245,920	\$47,603	\$375,386	\$383,674	\$2,268,222	\$202,025	\$191,148	\$792,231	\$1,015,895
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2025	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2025	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Library Equipment Replacement	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2025	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2025	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2025	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2025	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2025	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 13: Glade at Old Oak and SH121 - Desi	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Construction	\$3,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$6,725,000	\$4,575,000	\$1,200,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,021,821							\$153,387	\$202,208				
	(-/+) Transfers in/out		\$8,068,697										-\$8,068,697				
	(+) FY26 Budgeted Contribution		\$1,709,365	\$1,573,732	\$2,413,367	\$0	\$0	\$10,000	\$450,000	\$5,000	\$165,508	\$154,640	\$7,335,353	\$44,690	\$3,823	\$15,662	\$66,445
	Estimated 10/1/25 Available Balances		\$6,669,926	\$1,451,772	\$1,971,401	-\$442,051	\$0	\$229,853	\$2,695,920	\$52,603	\$540,894	\$284,927	\$1,082,670	\$246,715	\$194,971	\$807,893	\$1,082,340
	Total Project Cost Grand Total Sum:	\$112,932,302	\$26,295,500	\$14,210,200	\$4,249,500	\$3,480,800	\$4,299,302	\$32,000	\$342,000	\$1,545,500	\$1,685,000	\$100,000	\$47,395,500	\$2,500,000	\$941,000	\$382,000	\$3,974,000

*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

**These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

RESOLUTION R-21-4635

A RESOLUTION APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH C. GREEN SCAPING, LP, FOR THE COLLEYVILLE GATEWAYS PROJECT, IN AN AMOUNT NOT TO EXCEED \$7,167,807.86 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City Council passed Resolution R-20-4535 on September 15, 2021, approving the FY 2021-2025 Capital Improvement Program (CIP) budget, which included approval of project funding for certain capital improvements utilizing revenue from the City's TIF #1, including funding for the development of the Colleyville Gateways located along Colleyville Boulevard; and

WHEREAS, on May 30, 2021, the City issued Bid #2021-004 (the "Bid"), advertising for bids for the Colleyville Gateways Project, for the purpose of developing and constructing several site and landscape improvements within the most visible and impactful gateways within the City (the "Project"), including:

Pastoral Gateway - SH26 at John McCain
Main Street Gateway - SH26 at Main Street
Creekside Gateway - SH26 near Brown Trail

WHEREAS, the City received multiple bids for the Project and has selected C. Green Scaping, LP as the best qualified bidder to perform the work for an amount not to exceed \$7,167,807.86, which shall be funded from TIF revenue generated for the City's capital improvement projects along Colleyville Boulevard; and

WHEREAS, the City Council desires to authorize the City Manager to execute a contract with C. Green Scaping, LP to construct the Project in conformance with the City's Bid.

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

Sec. 1. THAT the Construction Services Agreement for the Colleyville Gateways Project, attached as Exhibit "A" hereto, is hereby approved and the City Manager is authorized to execute the agreement.

Sec. 2. THAT this Resolution shall be effective immediately upon passage.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Exhibit "A"

CONSTRUCTION SERVICES AGREEMENT

Colleyville Gateways

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **C. Green Scaping, LP**, a Texas Limited Partnership, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville Colleyville Gateways (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S project manual, plans, and specifications for the Project contained in the City's Invitation for Bid # ENG-2021-004 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Contract Documents, but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Contract Documents. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed SEVEN MILLION ONE HUNDRED AND SIXTY-SEVEN THOUSAND EIGHT HUNDRED AND SEVEN AND 86/100 DOLLARS (\$7,167,807.86) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the

CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is Three Hundred and Sixty-Five (365) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 365th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. CONTRACTOR understands and agrees that time is of the essence and that for each day of delay beyond the number of calendar days for the completion of the work herein specified and contracted for (after due allowance for such extension(s) of time as may otherwise be approved by CITY in the manner provided for herein), the CITY may withhold permanently from the Contract Price daily liquidated damages in an amount equal to \$1,500 per day for the first 60 days of delay and \$3,000 per day for every day of delay thereafter.

E. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion issued under Section 7(E) within ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in

cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/or its Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance:

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

- (1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and
- (2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OF ANY CHARACTER (REAL OR PERSONAL), OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPENSES, AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OF ANY CHARACTER (REAL OR PERSONAL) TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without waiver of or prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability.

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

Section 19. Independent Contractor.

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 20. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main St. Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt, City Attorney 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	C. Green Scaping, LP Attn: Curtis J. Green Vice President 2401 Handley Ederville Road Fort Worth, Texas 76118

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 26. Chapter 522 Notice.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and CONTRACTOR agrees that the contract can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

Signature page to follow

EXECUTED on July 20, 2021

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:EM:Date:July 15, 2021:v4.2019

EXECUTED on July ____, 2021.

CONTRACTOR
C. Green Scaping, LP

By: _____
Curtis J. Green
Vice President



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9a

Agenda Date 7/20/2021

Number Ordinance O-21-2163

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to RE Single-Family 'Estate' Residential zoning district on Lot 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case ZC21-010

Strategic Plan

4.1 Protect our City's semi-rural residential character

Explanation

Second Reading and Public Hearing

UPDATE: The item was tabled at the June 15, 2021 meeting. The applicant will be preparing exhibits to present to the City Council showing the proposed home and other improvements to the site.

The applicant was present at the first reading and answered questions from the City Council.

First Reading and Public Hearing

Tamara Spicer, the applicant, has submitted a request for a zoning change on Lots 1A & 2A, Block 1, Village Court, being approximately 1.93 acres, and zoned PUD-C Planned Unit Development - Commercial. The purpose is to rezone from the PUD-C Planned Unit Development - Commercial district to the RE Single-Family 'Estate' Residential district for one new single-family home. There are no new lots proposed.

Existing Conditions/Background: The subject property is located along Pleasant Run Road on the east side of the street and north of Veranda Lane. The proposed combination of the two lots would conform to the RE district standards. The lots currently are not improved, but have flood plain located within their eastern portions.

Proposed Zoning:

Request – The applicant requests to rezone the property from PUD-C to RE district. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 square feet	84,148 s.f.
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Minimum Lot Width	200 feet	219.95 ft.
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Minimum Lot Depth	300 feet	346 ft.
Front Building Line	40 feet	
Side Building Line	25 feet	
Rear Building Line	40 feet	
Max. Lot Coverage	20%	
Max. Impervious Coverage	50%	

Analysis: The current size of the property does comply with all the minimum standards of the RE zoning district.

Plat Status: The property is platted as Lots 1A & 2A, Block 1, Village Court.

DRC Review: The DRC reviewed the request during their March 22, 2021 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The property to the north is zoned AG Agricultural and is improved with a single-family home and accessory buildings. The properties located to the south and east are located in The Village and are improved with commercial and residential uses in a mixed-use setting. Properties to the west are located in The Village and improved with single-family attached uses and AG Agricultural improved with a metal building.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property within the Colleyville Boulevard Corridor.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Request: The Planning and Zoning Commission recommended approval of the request at their May 10, 2021 meeting by a vote of 4-1.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Existing PUD-C Ordinance (O-04-1441)
6. Notification Map
7. Notification List
8. Property Owner Notification
9. Ordinance O-21-2163

Aerial Map



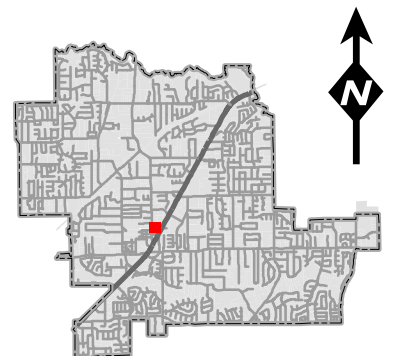
ZC21-010

5217 and 5201 Pleasant Run Road

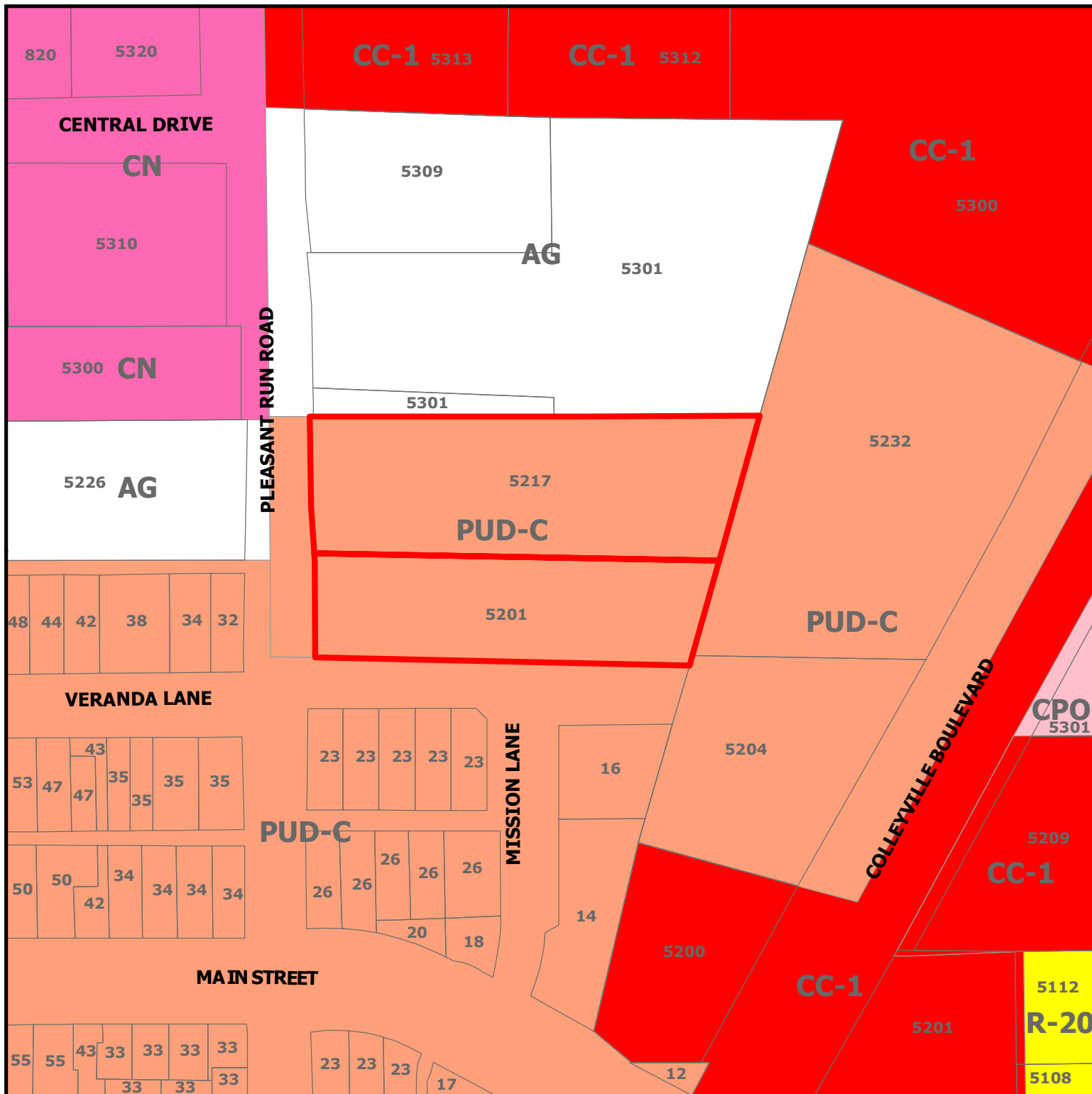
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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



Subject Property



Zoning Map



ZC21-010

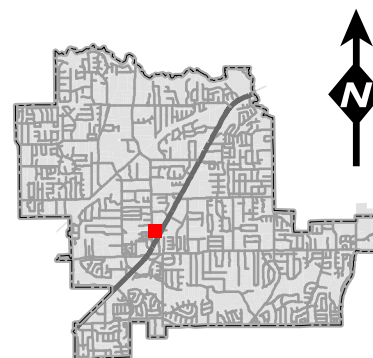
5217 and 5201 Pleasant Run Road

DISCLAIMER:

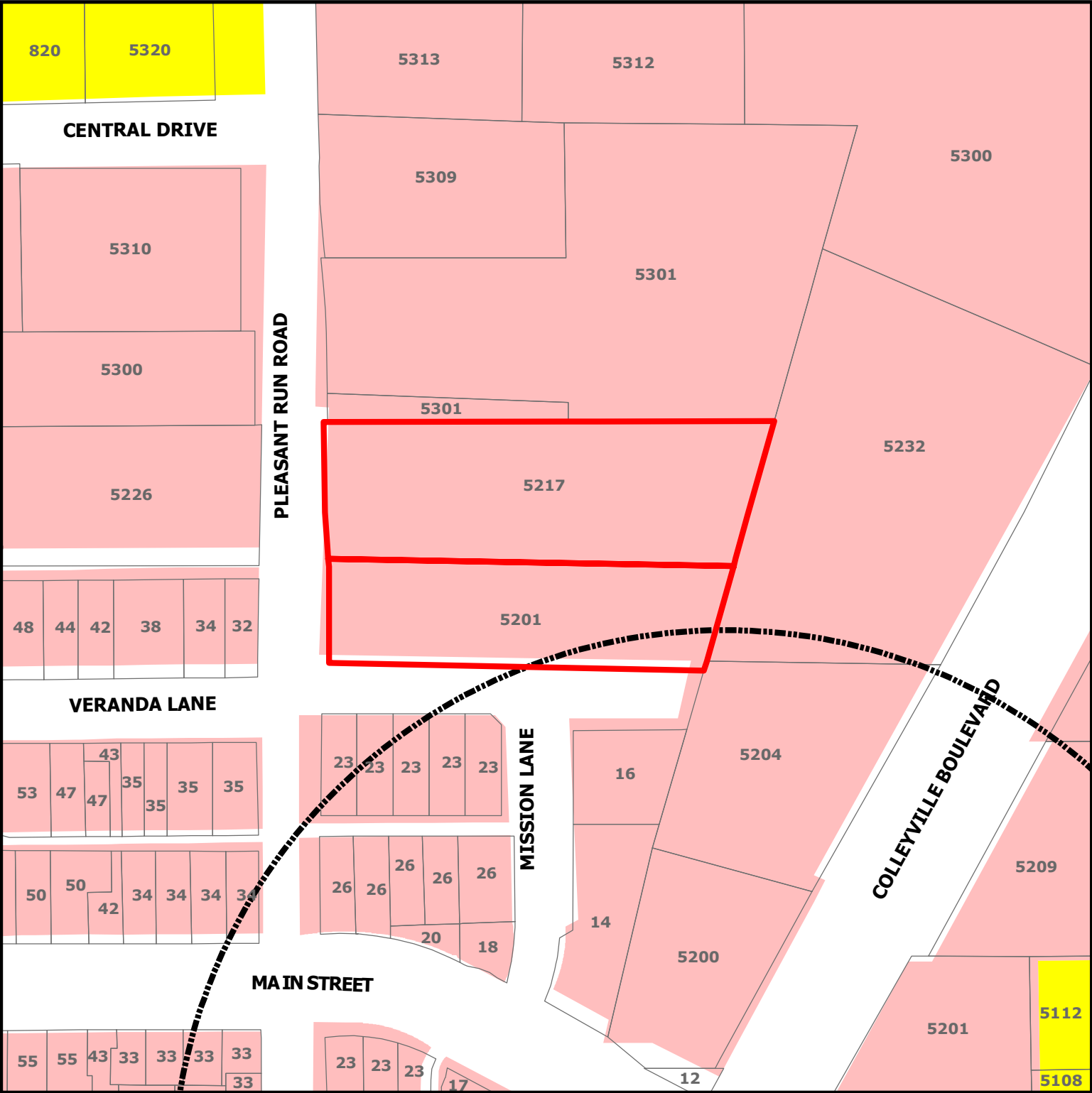
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Subject Property



Future Land Use Map

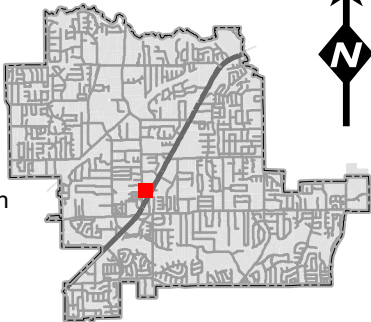


ZC21-010

5217 and 5201 Pleasant Run Road

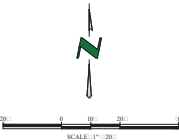
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- Subject Property
- Sales Tax Preferred Intersection
- Residential
- Colleyville Blvd Corridor



Zoning Exhibit

- SURVEYOR'S NOTES:
- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone, 2002 North American Datum, of 1:1.3 NAD 83, U.S. Foot to International scale factor.
 - This property lies in Saded Zone X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, as no. 113-C00-SK, dated September 25, 2007, via scaled area location and graphic bearing.
 - Notice: Selling a portion of this addition by lot and bounds is a violation of City subdivision ordinance and state licensing statutes and is subject to fines and adding of utilities and building certificates.
 - The purpose of this plat is to combine the previously platted lots into one.



ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM PUD-C TO RE

ZONING EXHIBIT
VILLAGE COURT
LOTS 1 AND 2, BLOCK 1
BEING ALL OF LOTS 1 AND 2, BLOCK 1,
VILLAGE COURT AS RECORDED IN
CABINET A, SLIDE 10532 IN THE PLAT
RECORDS OF, TARRANT COUNTY, TEXAS
IN THE J.M. LOONEY SURVEY, A-652
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER
J.M. LOONEY
P.O. BOX 122
COLLEYVILLE, TEXAS 76032
ENGINEER / SURVEYOR
STRAND AE
10003 TECHNOLOGY BLVD.
DALLAS, TEXAS 75220
9/2/20-20/

— MARCH 2021 —
DRAWN BY: J.L.A. DATE: 03/02/2021 CHECKED BY: XXX JOB NO.: XXXXX



Zoning Exhibit

ZONING EXHIBIT

Lots 1 and 2, Block 1, Village Court
J.M. Looney Survey, Abstract No. 652
City of Colleyville, Tarrant County, Texas

PROPERTY DESCRIPTION:

WHEREAS, South Bowie Investment Partners, LP, is the owner of all that certain 1.93 acres tract of land, by the Deed recorded in Document Number D215006002 in the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), which is known as all of Lots 1 & 2, Block 1, Amended Plat of Village Court, as recorded in Cabinet A, Slide 10532 in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the J.M. Looney Survey, Abstract Number-652, City of Colleyville, Tarrant County, Texas and more particularly described by the metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap stamped "MILLER 5665" found for the southeast corner of the herein described tract, common to the southwest corner of Lot 2, Block 1, Village Front Door Addition recorded in Cabinet A, Slide 12698 P.R.T.C.T., being a point in the North line of Lot 1, of said Block 1, Village Front Door Addition;

THENCE North 88° 38' 37" West - 346.16' along the North line of said Village Front Door Addition and with the North line of Veranda Lane (Variable Width Right-Of-Way) and along the South line of the herein described tract to an "X" cut in concrete for the southwest corner of the herein described tract, which is at the intersection of the East line Pleasant Run Road (Variable Width Right-Of-Way), and the North line of Veranda Lane;

THENCE North 00° 53' 39" West - 219.95' with the East right-of-way line of said Pleasant Run Road, to an "X" cut in concrete for the northwest corner of the herein described tract, common to a point in the South line of a tract of land conveyed to Jean Andrew and Alton Foster by the Deed recorded in Document Number D19927039 in the Deed Records of Tarrant County, Texas (D.R.T.C.T.);

THENCE South 88° 38' 37" East - 220.00' along the South line of said Jean Andrew and Alton Foster tract, to a 1/2" iron rod with a cap stamped "VOGT 1928" found for a point for corner of the herein described tract, common to the southern most southwest corner of a tract of land conveyed to Kaylynn Forest Eart by the Deed recorded in Volume 11546, Page 2304 D.R.T.C.T.;

THENCE North 88° 50' 00" East - 194.54' along the South line of said Kaylynn Forest Eart tract, to an "X" found for the northeast corner of the herein described tract, being a point in the West line of said Lot 2, Block 1, Village Front Door Addition;

THENCE South 15° 58' 23" West along the West line of said Lot 2, Block 1, Village Front Door Addition, passing at 122.56' an "X" found and continuing for a total distance of 235.98', to the POINT OF BEGINNING and containing 1.93 acres of land.

RPLS No. 6459

ZONING EXHIBIT

VILLAGE COURT

LOTS 1 AND 2, BLOCK 1

BEING ALL OF LOTS 1 AND 2, BLOCK 1,
VILLAGE COURT AS RECORDED IN
CABINET A, SLIDE 10532 IN THE PLAT
RECORDS OF, TARRANT COUNTY, TEXAS
IN THE J.M. LOONEY SURVEY, A-652
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

-- MARCH 2021--

ORDINANCE O-04-1441

AN ORDINANCE AMENDING CHAPTER 3, LAND USE OF THE LAND DEVELOPMENT CODE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT G AND A PORTION OF LOTS F AND H, E.M. THOMPSON SUBDIVISION, FROM THE CC1 VILLAGE RETAIL DISTRICT TO THE PUD-C PLANNED UNIT DEVELOPMENT COMMERCIAL DISTRICT; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning district change was filed by Tom Miller on December 15, 2003, under Case Number Z-04-002; and

WHEREAS, the City of Colleyville has complied with the notification requirements of the Texas Local Government Code and the Colleyville Land Development Code; and

WHEREAS, the Planning and Zoning Commission has held a public hearing and made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning amendment is in the best interests of the City of Colleyville.

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

- Sec. 1. THAT the Master Plan, the Land Development Code of the City of Colleyville, Texas, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Colleyville, Texas, as shown on the Zoning Map attached as Exhibit "A", and described by metes and bounds description attached as Exhibit "B", by changing the zoning of said property from the CC1 Village Retail district to the PUD-C Planned Unit Development Commercial district, as shown on the attached Exhibit "C", including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.
- Sec. 2. THAT this Planned Unit Development – Commercial shall be subdivided into two sub-areas, as shown on the conceptual site plan attached as Exhibit "C". The conditions contained in this ordinance shall apply to both sub-areas, unless otherwise stated in this ordinance.
- Sec. 3. THAT this Planned Unit Development - Commercial shall be subject to the following conditions:

1. GENERAL

- A. The purpose of this planned unit development is to encourage mixed-use, compact development that is sensitive to the environmental characteristics of the land and facilitates the efficient use of services. This planned unit development diversifies and integrates residential and commercial land uses within close proximity to each other and promotes long-term economic sustainability for the City.
- B. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. LAND USES

- A. Permitted Uses in Sub-Area 1 – The uses allowed only in the CC1 Village Retail zoning district shall be allowed within Sub-Area 1 of this planned unit development.
- B. Permitted Uses in Sub-Area 2 – The following permitted uses shall be allowed within Sub-Area 2 of this planned unit development:
 - (1) *Single-family Residences*: Residential units may be either detached or attached, but not more than one residence shall be located per building site. A building site may have one ancillary residential structure. The habitable area of the ancillary structure shall not exceed 600 square feet.
 - (2) *Retail*: Retail specialty shops including, but not limited to, the sale of clothing, gifts, antiques, flowers and plants, books, jewelry, music, electronic equipment, computers and software, tobacco and related supplies, crafts, toys, cameras, souvenirs, greeting cards, artwork, furniture, hardware, sporting goods, house and garden supplies, office supplies, leather goods and periodicals.
 - (3) *Service*: Personal service shops including, but not limited to, travel agency, banks, airline ticket office, tailor, barber, beauty salon, spa, health club, shoe repair, food catering, dry cleaners, studios for dance, art, music, photography, radio, and television, or similar service uses.
 - (4) *Food and Lodging*: Small hotels, bed and breakfast inns, restaurants, cafes, coffee shops, bakeries, butchers, fish markets, delicatessens, ice cream parlors, cookie stores, grocery stores, drug stores, bagel or doughnut shops, and soda fountain shops.

(5) *Entertainment*: Entertainment venues including movie theatres, provided the total number of all movie screens does not exceed four; playhouses, comedy clubs, and jazz/music clubs.

(6) *Office*: Business offices including, but not limited to, software design firms, business consulting, security and commodity brokerage, general business offices, real estate sales, insurance sales, advertising, mailing and stenographic services, professional offices for lawyers, engineers, architects, doctors, dentists, psychiatrists, accountants, investment advisors, orthodontists, or other office related businesses.

(7) *Educational*: Private schools, and day-care centers.

(8) *Mixed-use*: buildings or structures containing any combination of single-family residences and other uses listed herein.

(9) Parking lots.

(10) Accessory buildings or uses as defined herein.

(11) Outside sales on the sidewalk of art, antiques, fruit, vegetables, flowers, plants, gifts and souvenirs.

(12) Outdoor seating areas for food, lodging or entertainment uses.

C. Permitted Uses with a Special Use Permit in Sub-Area 2 – The following uses may be permitted upon approval of a Special Use Permit as provided in the Land Development Code:

(1) Outside sales of cooked food and other items not listed under Permitted Uses.

(2) Automobile Sales, provided no more than two new vehicles are displayed outside in a public parking lot.

(3) Television and appliance repair service shop.

(4) Club, lodge or other fraternal organizations.

D. Prohibited Uses in Sub-Area 1 and Sub-Area 2 – The following uses shall be prohibited within this planned unit development:

(1) Drive-through commercial uses where patrons remain in automobiles.

(2) Vending machines, except within buildings.

(3) Retail uses containing more than 30,000 square feet of floor area per certificate of occupancy.

- (4) Industrial and manufacturing businesses that create noise, vibration or obnoxious odors.
- (5) Kennels.
- (6) Terminals or depots for large-scale storage or distribution of goods.
- (7) Scrap yards for the processing or storage of waste materials.
- (8) Automotive repair businesses.
- (9) Telemarketing office with over 20 employees.
- (10) Uses not listed herein shall be considered by following the procedures outlined in the Colleyville Land Development Code for new and unlisted uses.

3. PLATTING AND SITE PLANS

- A. Prior to the issuance of any development permits within this PUD-C and as a condition to the development of the subject property, the developer shall obtain approval of a final plat of the property in accordance with the procedures and requirements of the Colleyville Land Development Code.
- B. Prior to the issuance of any building permits within this PUD-C and as a condition to the development of the subject property, the developer shall obtain approval of a site plan in accordance with the requirements of the Colleyville Land Development Code.

4. LOT REQUIREMENTS AND SETBACKS

- A. Sub-Area 1 of this planned unit development shall be subject to the lot requirements and setbacks contained in the CC1 Village Retail zoning district of the Colleyville Land Development Code.
- B. Sub-Area 2 of this planned unit development shall be subject to the lot requirements and setbacks contained in the following table:

General Lot Criteria		
<i>Lot Dimensions</i>	Min. Area	2,600 s.f.
	Max. Area	5 acres
	Min. Lot Coverage	30%
	Max. Lot Coverage	90%
<i>Setbacks</i>	Front	0' min – 15' max.
	Side	0' min – 15' max.
	Rear – Main Bldg.	4' min.
	Rear – Accy. Bldg.	4'

	The one-half story above third floor shall not exceed 400 s.f.
--	--

5. GENERAL DEVELOPMENT STANDARDS

- A. Sidewalks – The developer shall construct a five (5) foot wide sidewalk adjacent to Pleasant Run Road, unless funds are escrowed with the City for future construction of these improvements.
- B. Garages/Accessory Buildings – The walls of the buildings shall be 100% masonry, constructed of similar materials as the building on the same building site and shall cover no more than 20% of the building site area, and they may be connected to the main building by an enclosed walkway. These buildings shall comply with all other requirements in this ordinance.
- C. Building Exteriors – The exposed exterior walls of each building must contain 100% masonry. For purpose of this ordinance, masonry shall consist of any combination of brick, stone, faux-stone, stucco or faux-stucco.
- D. Landscaping
- (1) Sub-Area 1 shall comply with the requirements of Chapter 4 Landscaping and Buffering of the Colleyville Land Development Code.
- (2) Sub-Area 2 shall be exempt from *Chapter 4 Landscaping and Buffering* of the Colleyville Land Development Code. The owners of each building site shall be required to install and maintain a 24" wide planting area (at least 8 feet long) in the setback between their building and the sidewalk. The owners of the ground floor levels of these buildings shall be required to plant, irrigate and maintain flowers, vines or shrubs in those areas. All sidewalks six feet or wider in the project shall have tree planter islands spaced every thirty to thirty-five feet. Approved trees shall include Shumard Red Oaks, Sweet Gums, Burr Oaks, Live Oaks, Bald Cypress, Loblolly Pines, Cedar Elms and Chinese Pistachio. In addition, any roof terraces shall contain at least two irrigated, potted shrubs or trees. Building site owners shall plant and maintain one approved tree in their backyard.
- E. Roofing – If a flat roof is constructed, all sides of the building shall have a mansard or built-up parapet wall roof at least four feet (4') in height, which shall simulate the look of a pitched roof from street

level. If a roof terrace is constructed, then railings may be used which must be constructed of wrought iron or masonry balustrades.

- F. Balconies – Balcony railings must be constructed of wrought iron or masonry balustrades.
- G. Building Design Requirements – Buildings within this planned unit development shall be subject to the requirements of Chapter 6 Building Design of the Colleyville Land Development Code.
- H. Exterior Building Lighting – Buildings may be lit with wall washer type lights, natural gas lamps, or low wattage decorative electric lamps.
- I. HVAC Systems – All air-conditioning condenser units must be hidden from street view or placed on the roof.
- J. Backyard Walls – Walls shall be constructed of 100% masonry materials or ornamental iron fencing. Any gates must be constructed of ornamental iron.
- K. Awnings – Buildings with commercial uses on the ground level shall install awnings over all windows on the ground level that front public sidewalks.
- L. Sidewalk Amenities – Other than the trees and other landscaping, the following amenities may be included in the sidewalk areas: bicycle racks, benches, bulletin boards, drinking fountains, underground electric outlets for sidewalk vendors, chess and checkers tables, and water fountains.
- M. Street Lights - The street lights may be either gas or electric and shall be installed on the sidewalks and be of a style which compliments that architectural style of the project's buildings.
- N. Dumpster Screening – All freestanding dumpsters shall be screened on all four sides with an opaque closure measuring to a height at least six (6) inches above the top of the dumpster. A dumpster located in an alley on the perimeter of the project shall be screened from view on all sides with an opaque enclosure or building niche measuring at least six (6) inches above the top of the dumpster. The building niche shall be constructed of material that matches the building.
- O. Limitation on Late Night Hours of Operation – Businesses located

within this planned unit development shall close not later than 12:00 a.m. on weekdays and Sundays, and 2:00 a.m. on Fridays and Saturdays.

6. ENCROACHMENTS AND USE OF PUBLIC RIGHT-OF-WAY

Due to the unique nature of this planned unit development, the encroachments of buildings and architectural features into the public right-of-way and certain uses within the public right-of-way, stated herein in Section 6, shall be allowed within this planned unit development and shall be exceptions to the requirements of the Land Development Code. All encroachments, including temporary structures, must maintain a forty-eight (48") inch pedestrian right-of-way and comply with all other ADA regulations. In addition, any encroachments shall ensure a twenty-four (24") inch sight line.

- A. Encroachments Below Grade - Approval by the Director of Public Services of a Right-of-way Permit is required for any building encroachments below grade. No encroachments shall exceed eighteen (18") inches.
- B. Encroachments Of Architectural Features Above Grade - Approval by the Building Inspection Department is required for any encroachment of architectural features above grade, provided such encroachments comply with the standards contained in the following table and local building and fire codes:

Right-of-way Encroachment Standards	
Type of Encroachment	Maximum Allowable Encroachment
Bay Windows	18 inches with max. 7 foot length, 3 feet min. spacing & one bay window per 15 feet of site frontage
Awnings & canopies	80% of sidewalk width, 8 feet clearance over pedestrian area & 14 feet clearance over vehicle area
Signs	66% of sidewalk width, 8 feet clearance over pedestrian area & 14 feet clearance over vehicle area
Lights	If the light encroaches 12 inches or less, it may be mounted at any height on the building façade. From 8 feet to 11 feet above grade, one additional inch of encroachment shall be required for each inch of clearance above 8 feet, not to exceed 48 inches of encroachment. Encroachments over 12 inches require 8 feet clearance over pedestrian areas & 14 feet clearance over vehicle areas, and shall not encroach beyond 48 inches
Eaves, cornices and balconies	From 8 feet to 15 feet above grade, one inch of encroachment for each inch of clearance above 8 feet not to exceed 48 inches of encroachment. Encroachments 15 feet or more above grade shall have 8 feet of clearance over pedestrian area & 14 feet clearance over vehicle area and shall not encroach beyond 6 feet

- C. Temporary Structures In Public Right-Of-Way – The temporary use of sidewalk areas located within a public right-of-way shall be allowed for the following types of temporary structures: planter boxes, benches, sandwich board signs, retail merchandise, and four

(4) tables with chairs. Use of the public right-of-way for retail merchandise shall be limited to business hours.

- D. Outdoor Eating Areas On Public Sidewalks – The use of a public sidewalk as an outdoor eating area containing more than four tables shall be permitted only with approval of a Special Use Permit by the City Council.

7. ADVERTISING SIGNS

- A. Buildings in Sub-Area 1 shall be subject to the requirements of Chapter 7 Sign Regulations of the Colleyville Land Development Code.

- B. Buildings in Sub-Area 2 may contain the types of signs listed below. Signs shall not be internally lit. Signs may be front-lit with lights that do not create an unreasonable glare on adjacent buildings.

(1) Wall Signs – The size of a wall sign shall be limited to the size of the building wall it is attached to: either 10 percent of the wall area or 1.5 square feet for each linear foot of the building's wall, whichever is less.

(2) Projecting Signs – Projecting signs may not exceed twenty (20) square feet in size, with a clearance of at least eight feet above ground level.

(3) Awning Signs – Individual letters on awning signs shall not exceed twelve (12) inches in height.

(4) Window Signs – Food and Lodging and Entertainment uses may use internally lit window signs (made of decorative neon) inside of their businesses. Any business shall be limited to a maximum of two window signs. Internally lit box signs shall not be permitted.

(5) Grand Opening Signs – When a certificate of occupancy has been issued for a new business and within one (1) year thereafter, one (1) Grand Opening Sign permit shall be allowed to advertise the new business. On-site signs may include either a banner or pennant, which may be in addition to any other legal sign allowed by the Land Development Code. Height and area of such signs shall be limited to the applicable regulations for the sign classification. In addition to the on-site Grand Opening Sign, a temporary sign may be placed off-premises with the permission of the property owner. The permit holder shall be the responsible party for compliance with the Grand Opening Sign Permit regulations. A Grand Opening Sign permit shall not be valid for more than sixty (60) days. No permit fee shall be required for a Grand Opening Sign permit. After the

expiration of the initial sixty (60) day period, a business may request sixty (60) day extensions during the one (1) year period, subject to approval of the City Council.

(6) Sandwich Board Signs – One (1) temporary Sandwich Board sign shall be allowed per business, provided such sign does not exceed forty-eight inches (48") high and thirty-six inches (36") wide and is located in front of the business site. Sandwich Board Signs may be placed in front of another business site with the approval of that business owner. For the purpose of this regulation, Sandwich Board signs shall include easels and podiums.

8. PARKING REQUIREMENTS

The parking requirements for this planned unit development shall be as follows:

- A. Parking spaces shall consist of a combination of parking spaces provided on the street, on each building site, within a parking garage or in an open parking lot.
- B. Residential Uses – The parking requirements for residential units shall be as follows:
 - (1) *Ground Floor* – When a primary residence is located on the ground floor, two (2) parking spaces shall be provided on the same building site as the dwelling unit and one additional on-site parking space if the building site contains an ancillary residential unit.
 - (2) *Upper Floor* – When a primary residence is located on an upper floor, two (2) parking spaces shall be provided either on the same building site as the residence or in a parking lot or parking garage located within 400 feet of the residence. Said parking spaces shall not have been used in calculating parking needs for any other residence or use within the planned unit development.
- C. Non-Residential Uses – The parking requirements for non-residential uses shall be at a ratio of one (1) parking space per 400 square feet of floor area. Parking spaces shall either be located on the building site, in a parking lot, or in a parking garage. Said parking lot or parking garage shall be located within 400 feet of the use requiring the parking space. Said parking spaces shall not have been used in calculating the parking needs for any other use within the planned unit development.
- D. Parking Space Records Retention – When off-site parking spaces are provided to satisfy the parking requirements of this ordinance, the City of Colleyville Community Development Department shall maintain records of the number of parking spaces used in calculating

parking needs for each building site and no building permit shall be issued for a structure for which adequate parking is not included with the building permit application.

9. SUPPLEMENTARY REQUIREMENTS

- A. Park Land Dedication Fees – Payment of park land dedication fees at the rate applicable at the time of building permit shall be due and payable when a building permit is issued for each non-residential structure or primary single-family dwelling unit.
- B. Impact Fees – Payment of impact fees at the rate applicable at the time of building permit shall be due and payable when a building permit is issued for each non-residential structure or primary single-family dwelling unit.

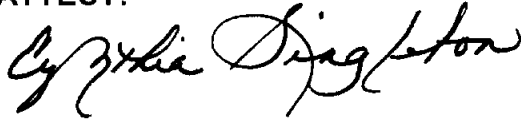
- Sec. 4. THAT any person, firm or corporation violating any of the provisions of this ordinance as read together with the Land Development Code of the City of Colleyville shall be guilty of a misdemeanor and upon conviction thereof shall be fined a sum not to exceed Two Thousand Dollars (\$2,000.00). Each and every day such violation continues shall constitute a separate offense and shall be punishable as such.
- Sec. 5. THAT the Land Development Code of the City of Colleyville, Texas, shall remain in full force and effect, except where amended by this ordinance.
- Sec. 6. THAT, the City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternate method of publication provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of February 2004.

The second reading and public hearing being conducted on the 17th day of February 2004.

ATTEST:



Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE



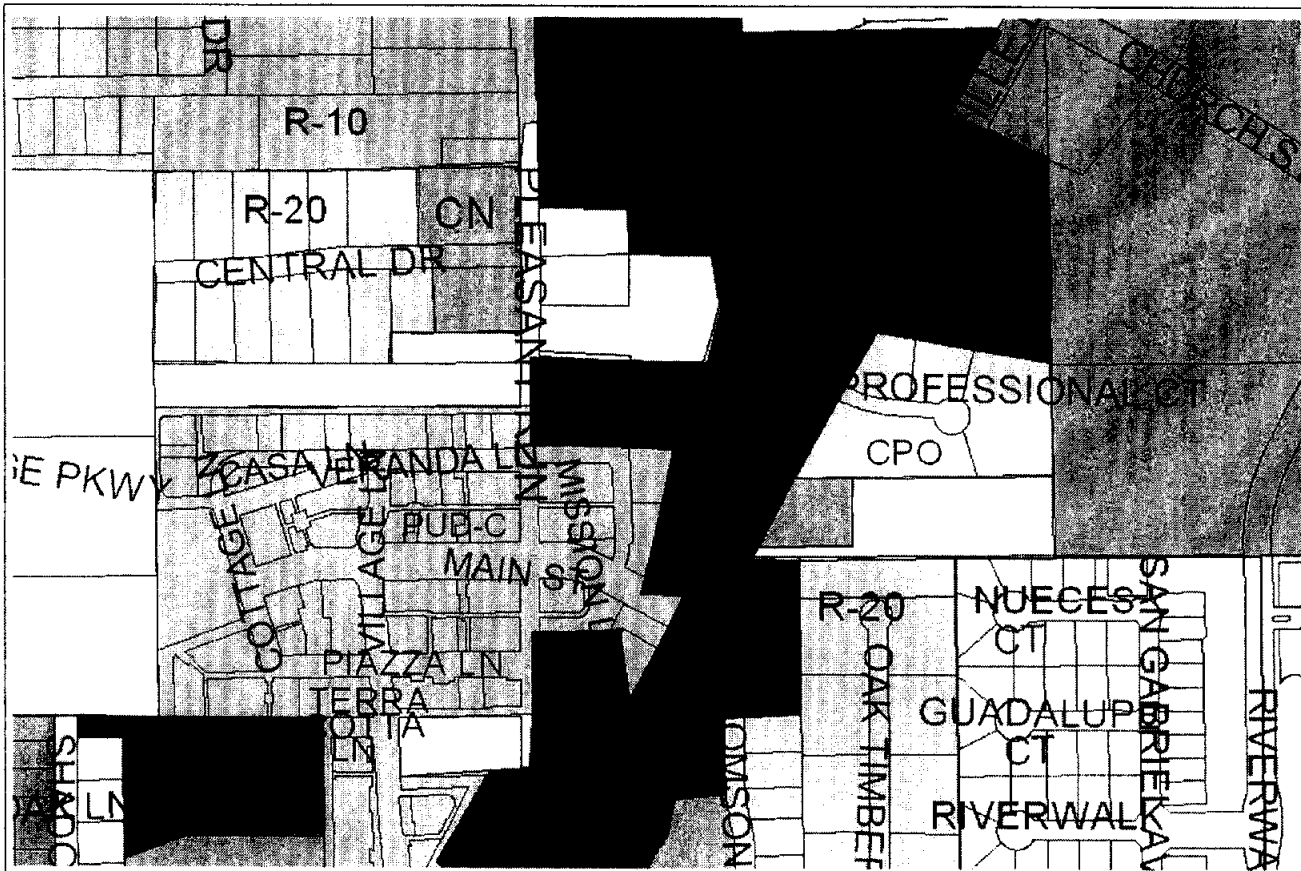
Joe Hocutt
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

Exhibit A – Zoning Map



Zoning Map - Z04002

Exhibit B – Metes and Bounds Description

Being Lot G and a portion of Lots F and H, E.M. Thompson Subdivision, in the City of Colleyville, Tarrant County, Texas, according to plat recorded in Volume 388-K, Page 197, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch steel rod set capped T. Vogt in the east right-of-way line of Pleasant Run Road, and being for the southwest corner of Lot G of said subdivision;

THENCE North 00 degrees 00 minutes 00 seconds West along said right-of-way line, at 120.0 feet the northwest corner of said Lot G, continuing along the west line of Lot H, said addition, for a total distance of 220.0 feet to a ½ inch steel rod found;

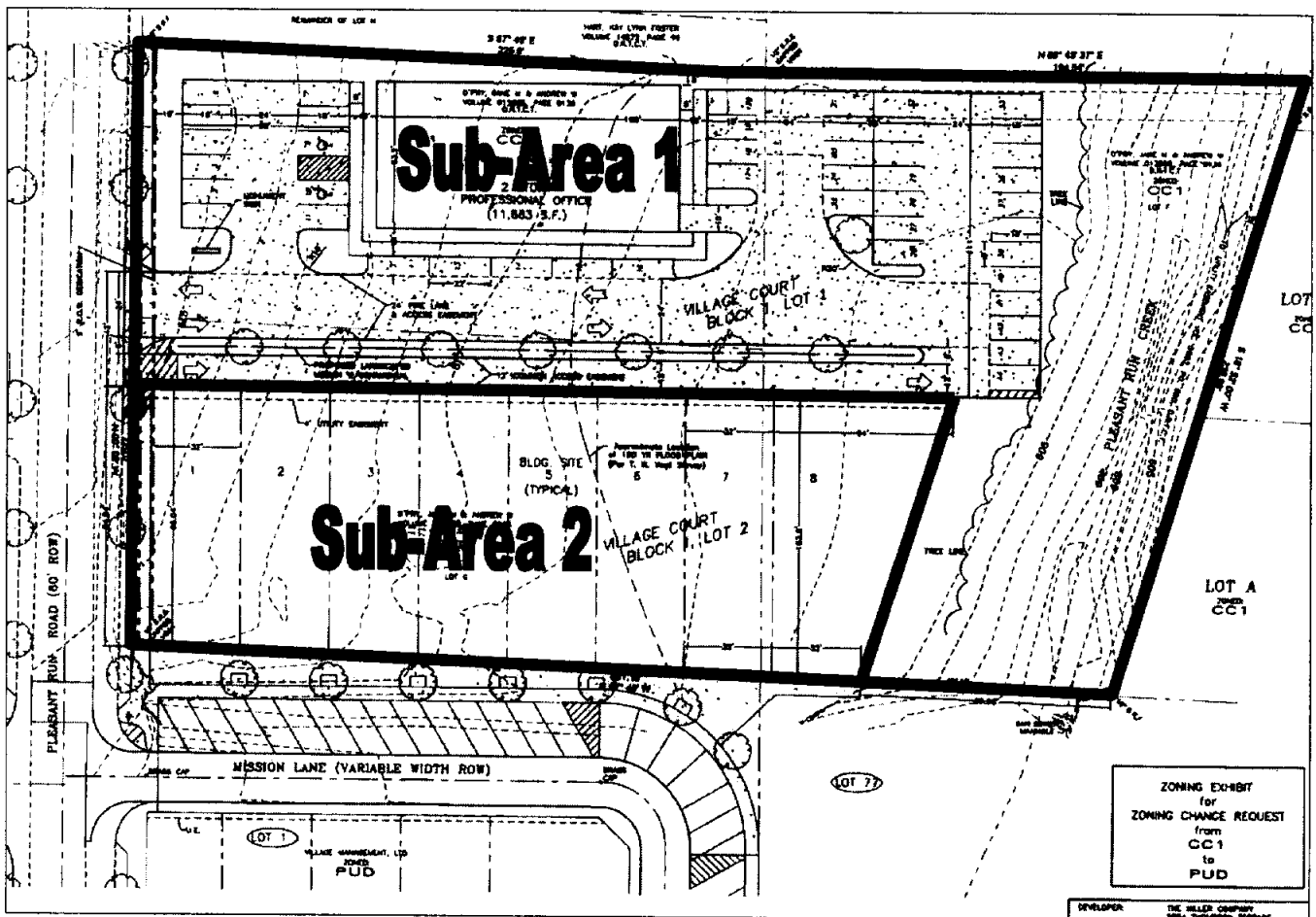
THENCE South 87 degrees 45 minutes East 225.0 feet to a ½ inch steel rod set capped T. Vogt for a corner in the east line of said Lot H and in the west line of said Lot F;

THENCE North 89 degrees 43 minutes 37 seconds East, 194.54 feet along the southerly line of a tract recorded in Volume 11546, Page 2304, Deed Records, Tarrant County, Texas, to a ½ inch steel rod set capped T. Vogt for corner in the easterly line of said Lot F;

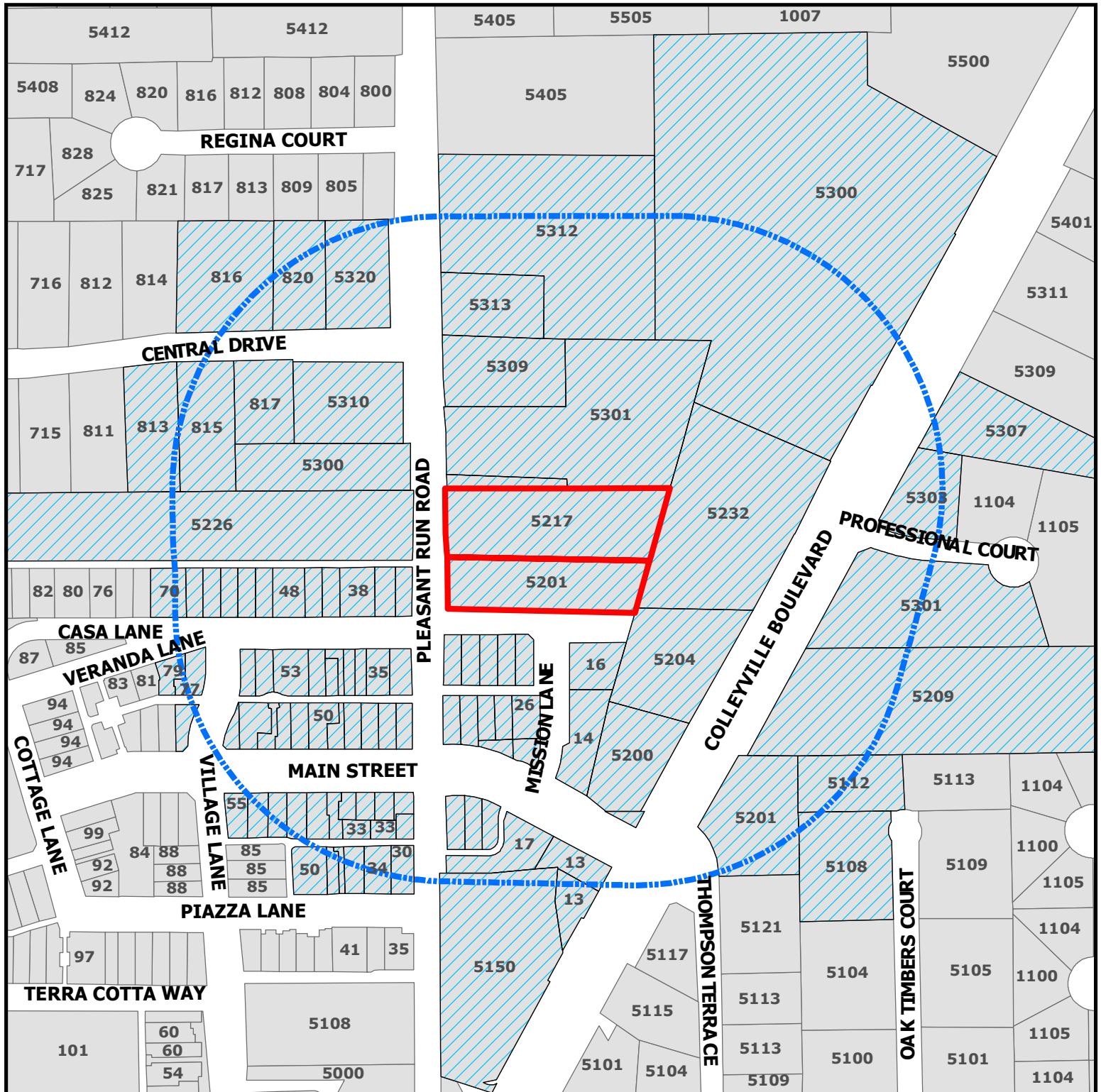
THENCE South 16 degrees 52 minutes West, 235.98 feet along the easterly line of said Lot F to a ½ inch steel rod found for the southeast corner of said Lot F;

THENCE North 87 degrees 45 minutes West, at 126.16 feet the southwest corner of Lot F, and the southeast corner of Lot G, continuing for a total distance of 351.16 feet to the **POINT OF BEGINNING** and containing 85,255 square feet of land, more or less.

Exhibit C – Conceptual Site Plan



Notification Map

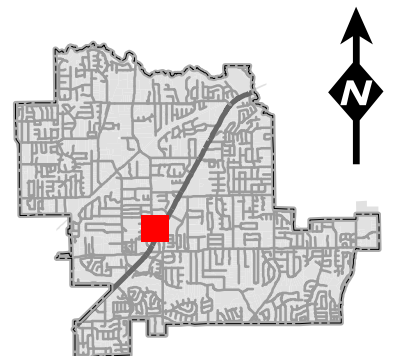


ZC21-010

5217 and 5201 Pleasant Run Road

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	58 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
BURDETTE, MARK L	77 VERANDA LN	COLLEYVILLE, TX	76034	64 VERANDA LN # 411
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
GROFFMAN, STEVEN	815 CENTRAL DR	COLLEYVILLE, TX	76034	815 CENTRAL DR
HAMM, DAVID A	6109 EQUESTRIAN CT	COLLEYVILLE, TX	76034	32 VERANDA LN # 112
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	43 VERANDA LN
BOES, MARK	34 VERNADA LN # 210	COLLEYVILLE, TX	76034	34 VERANDA LN # 211
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 PIAZZA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	16 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
ZAKHARY, ADEL	42 VERANDA LN STE 110	COLLEYVILLE, TX	76034	42 VERANDA LN # 111
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	17 MAIN ST
REDEEMED CHRISTIAN CHURCH OF G	PO BOX 391	COLLEYVILLE, TX	76034	5300 PLEASANT RUN RD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
VILLAGE MONTICELLO PRNTS LTD	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	14 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	35 VERANDA LN # 312
GIFFORD, T	33 MAIN ST #260	COLLEYVILLE, TX	76034	33 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5209 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
BOBBY MOORE FAMILY LP	6113 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	46 PIAZZA LN # 36 110
BAJRAM & RUZDI INVESTMENTS LLC	206 MILL WOOD DR	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
GILLILAND, DOUGLAS H	9285 HUNTINGTON SQ # 100	NORTH RICHLAND HILLS, TX	76182	55 MAIN ST
BURDETTE, DONNA E	77 VERANDA LN	COLLEYVILLE, TX	76034	77 VERANDA LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 210
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	48 VERANDA LN
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5312 COLLEYVILLE BLVD
LALA FAMILY TRUST	816 CENTRAL DR	COLLEYVILLE, TX	76034	816 CENTRAL DR
ROGERS, J ANDREW	201 MAIN ST STE 2500	FORT WORTH, TX	76102	30 PIAZZA LN
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5201 PLEASANT RUN RD
DS & RS PROPERTIES LLC	2421 ARBOR GATE LN	COLLEYVILLE, TX	76034	5320 Pleasant Run RD
KREIDER, LORRAINE	79 VERANDA LN	COLLEYVILLE, TX	76034	79 VERANDA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	13 MAIN ST
KIPTON ANDERSON INVESTMENTS LL	5303 COLLEYVILLE BLVD STE B	COLLEYVILLE, TX	76034	5303 COLLEYVILLE BLVD
SUNDER HOLDINGS LLC	11464 HARRY HINES BLVD	DALLAS, TX	75229	5201 COLLEYVILLE BLVD
FEAGAN, DENNIS JOHN	1303 BELLEFONTE LN	COLLEYVILLE, TX	76034	5309 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
TURNER, LORI	62 VERANDA LN	COLLEYVILLE, TX	76034	62 VERANDA LN # 311
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
VILLAGE JV LLC	610 DEFOREST CT	COPELL, TX	75019	76 MAIN ST
C & S SKY BLUE CORPORATION	2127 SERENE CT	KELLER, TX	76248	5307 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	38 VERANDA LN
KRAFTHOEFFER, ASHLEY	38 PIAZZA LN	COLLEYVILLE, TX	76034	38 PIAZZA LN # 37 310
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	20 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
NORWOOD, TODD	6404 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	68 VERANDA LN # 611
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	18 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	53 VERANDA LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
LFA PROPERTIES LLC	7904 SHEFFIELD CT	NORTH RICHLAND HILLS, TX	76182	
D & V WALKER PROPERTIES LLC	5501 NORMANDY DR	COLLEYVILLE, TX	76034	5226 PLEASANT RUN RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	35 VERANDA LN # 411
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5313 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
CLARKE PRODUCTS INC	820 CENTRAL DR	COLLEYVILLE, TX	76034	820 CENTRAL DR
BETHEL METHODIST CHURCH OF NOR	5310 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5310 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	70 CASA LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	23 MAIN ST
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5217 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 MAIN ST
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
DDK REAL ESTATE INV LLC	7212 THAMES TRL	COLLEYVILLE, TX	76034	5204 COLLEYVILLE BLVD
BELL, WILLIAM M	60 VERANDA LN # 210	COLLEYVILLE, TX	76034	60 VERANDA LN # 210
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 211
GBC CAPITAL LLC	PO BOX 121	COLLEYVILLE, TX	76034	44 VERANDA LN
PITTS, REX A	66 VERANDA LN	COLLEYVILLE, TX	76034	66 VERANDA LN # 510
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	13 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 112
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 211
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
ATWOOD, STEVE	34 PIAZZA LN # 37	COLLEYVILLE, TX	76034	34 PIAZZA LN # 37
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	12 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	50 PIAZZA LN
BARNARD PARTNERS XIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	5301 COLLEYVILLE BLVD
CAREW, PAT	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	5108 OAK TIMBERS CT
GABLE, MICHAEL	813 CENTRAL DR	COLLEYVILLE, TX	76034	813 CENTRAL DR
FARRAR, NANCY KAREN	33 MAIN ST STE 200	COLLEYVILLE, TX	76034	33 MAIN ST
BEAM REAL ESTATE LLC	14455 WEBB CHAPEL RD	FARMERS BRANCH, TX	75234	5200 COLLEYVILLE BLVD
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5300 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	43 MAIN ST
FIGUEROA FAMILY REVOCABLE TRUS	817 CENTRAL DR	COLLEYVILLE, TX	76034	817 CENTRAL DR
COLLEYVILLE LOFTS VENTURE LLC	1430 BROADWAY 14TH FLR	NEW YORK, NY	10018	5232 COLLEYVILLE BLVD # 1
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 110
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 112
WILLIAMS, ALFLOYD	33 MAIN ST 210	COLLEYVILLE, TX	76034	33 MAIN ST
XU, SHENG	2113 BRENTCOVE DR	GRAPEVINE, TX	76051	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
MCR VENTURES LLC	3716 BLOSSOM HEATH RD	DAYTON, OH	45419	33 MAIN ST
TULLY, SUSAN	33 MAIN ST # 240	COLLEYVILLE, TX	76034	33 MAIN ST
ISBELL, STEVE E	5112 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5112 OAK TIMBERS CT
COLLEYVILLE HEIGHTS	825 REGINA COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
SPICER, TAMARA L	90 CASA LANE	COLLEYVILLE, TX	76034	APPLICANT



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, April 12, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, May 4, 2021 & Tuesday, May 18, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from PUD-C Planned Unit Development – Commercial zoning district to RE Single Family ‘Estate’ Residential zoning district. The purpose of the request is to allow for the development of one (1) new single-family residential home. No new lots are proposed.

Zoning Case: ZC21-010

Applicant: Tamara L. Spicer

Owner: South Bowie Investment Partners, LP

Location: 5217 & 5201 Pleasant Run Road

Property Description: Lot A1 & A2, Block 1, Village Court

Present Zoning: PUD-C Planned Unit Development-Commercial

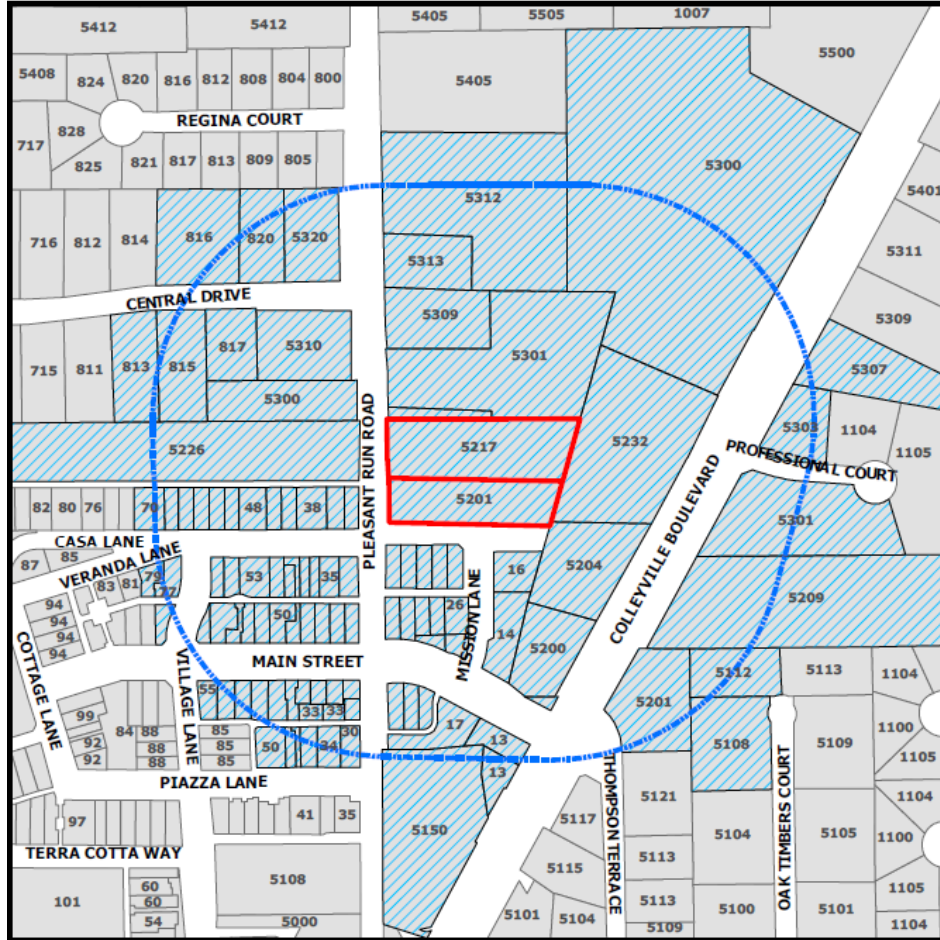
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

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

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

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-21-2163

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.93 ACRES BEING, LOTS 1A & 2A, BLOCK 1, IN THE VILLAGE COURT ADDITION, LOCATED AT 5217 & 5201 PLEASANT RUN ROAD, FROM THE PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL TO THE RE SINGLE-FAMILY 'ESTATE' RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning of the property from PUD-C Planned Unit Development - Commercial to RE Single Family 'Estate' Residential district for Case No. ZC21-010; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from PUD-C Planned Unit Development – Commercial to RE Single-Family 'Estate' Residential district on 1.93 acres, being Lots 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road as

depicted on the attached as Exhibit "A".

- Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of June 2021.

The second reading and public hearing being conducted on the 20th day of July 2021.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____
ABSTENTIONS ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

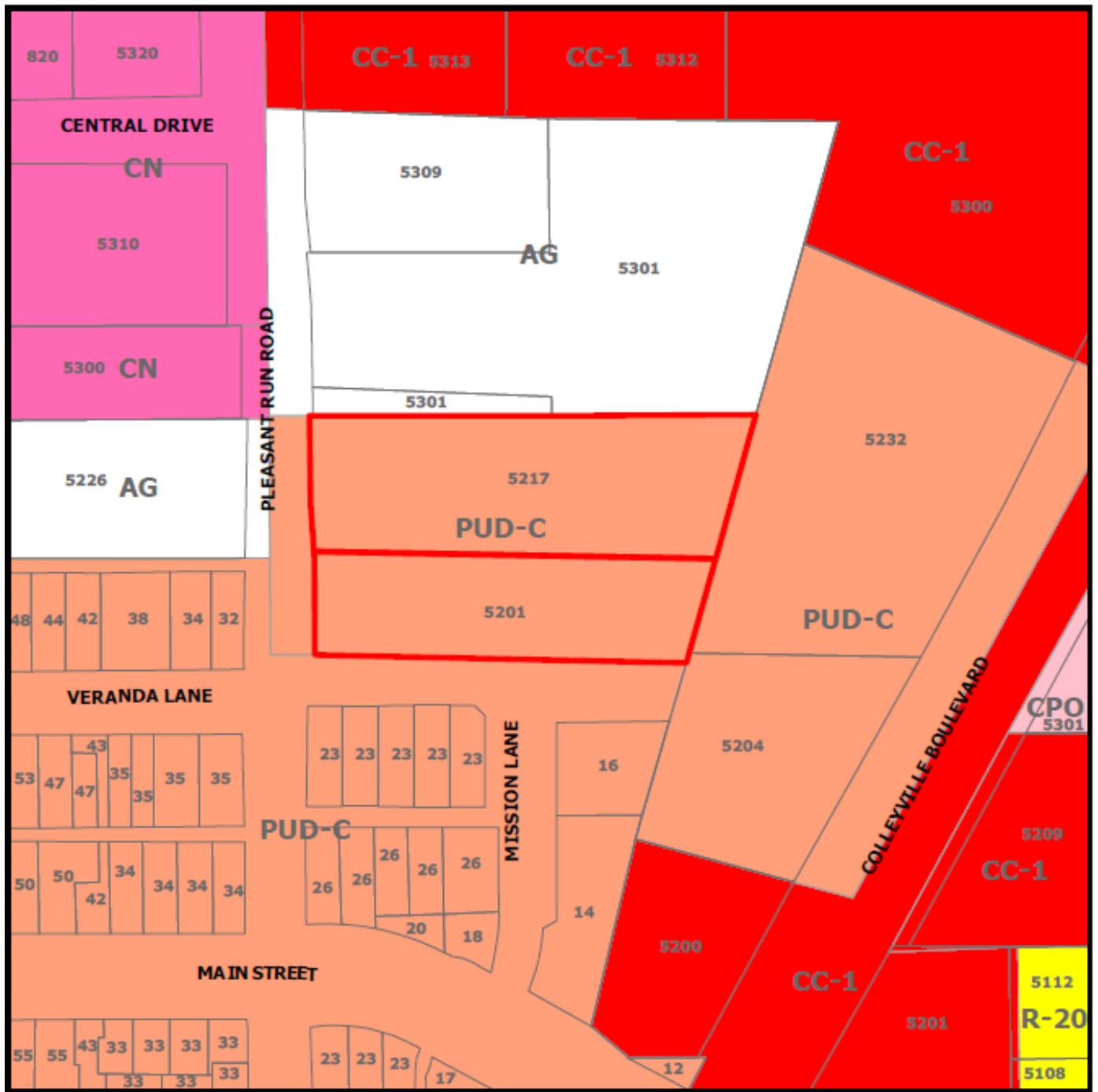
Christine Loven, TRMC
City Secretary

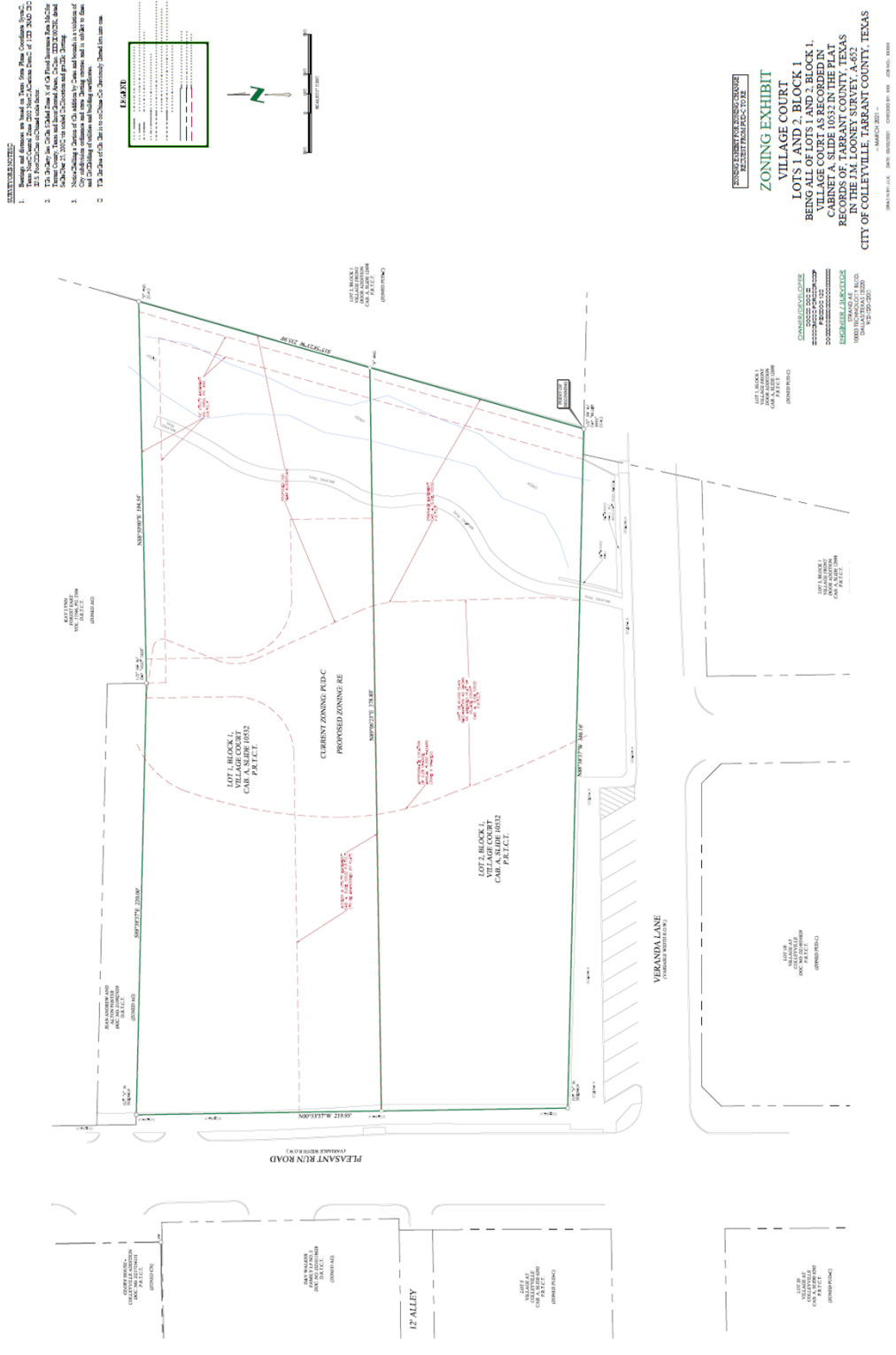
Richard Newton
Mayor

APPROVED AS TO FORM:

Whit Wyatt
City Attorney

Exhibit "A"- Zoning Map



[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 10a

Agenda Date 7/20/2021

Number Resolution R-21-4574

Type Resolution

Department Community Development

Title

Consideration of a request to abandon a previously dedicated right-of-way (ROW) area on Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case GC20-007

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Mike Boswell, of Toll Brothers Land Development, has submitted a request for a right-of-way abandonment at 103 & 105 Old Grove and 7189 Cast Iron Forest Trail known as Lots 1 & 2, Block 1, of the Neidholt Addition, being a 15 foot right-of-way area dedicated with the plat.

Existing Conditions/Background: The subject property is currently zoned PUD-R Planned Unit Development – Residential district and is associated with Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block 1, Old Grove Addition. The property is generally located east of Cast Iron Forest Trail and southwest of John McCain Road as it turns north.

Analysis: Presently there exists an approximately fifteen foot wide (15') public right-of-way (ROW) running diagonally across proposed Lot 1 identified in the applicant's proposed replat. The applicant has requested that the entire ROW be abandoned so that they may replat the existing lots to allow for the residential development of proposed Lot 1 (concurrently filed as PC-20-006).

Background: This ROW was dedicated to the City via a plat filed in 1978 subdividing the land immediately south of the ROW into residential lots. The purpose of the original dedication was, at least in part, to provide the necessary public access for the residential lots identified on the 1978 plat as well as the surrounding residential properties. The location of the ROW provides access to the John McCain Boulevard, which remains to this day a major collector street serving the surrounding area. It is currently unknown what type of access or road, if any, was developed along this ROW following the 1978 dedication; however, there are presently no developed public

facilities within the ROW.

Authority: The City Council is responsible for any action to abandon the ROW pursuant to state law and the City's Charter. Accordingly, the City Council may approve or deny the applicant's request; or, alternatively, the City Council may condition the approval on the applicant relocating the ROW (if feasible) to an agreed location to preserve the City's public access across the property. Any action on this item requires a simple majority vote of the City Council and would not constitute action on the applicant's concurrent replat case.

Required Action: If the City Council desires to abandon the ROW, the method for doing so would be by resolution or ordinance, which must contain a legal description of the ROW to be abandoned and be filed in the real property records for Tarrant County. The applicant's final plat will be required to reference the filed resolution or ordinance abandoning the ROW. Conversely, action to deny applicant's request will result in the ROW remaining on the property.

Plat Status: The property is a platted as Lots 1 & 2, Block 1, of the Neidholt Addition and Lot 2X, Block 1, of the Old Grove Addition. The Neidholt plat dedicated a 15 foot right-of-way area.

DRC Review: The DRC reviewed the request during their November 23, 2020 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: NA

Surrounding Development: The properties to the north, south are west are zoned PUD-R and developed with single family residences. The property to the east is zoned R-30 and is improved with a single family residence.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property for residential use.

Staff Recommendation: Staff is neutral on this request.

Financial Impact

There is no financial impact to the City.

Recommendation

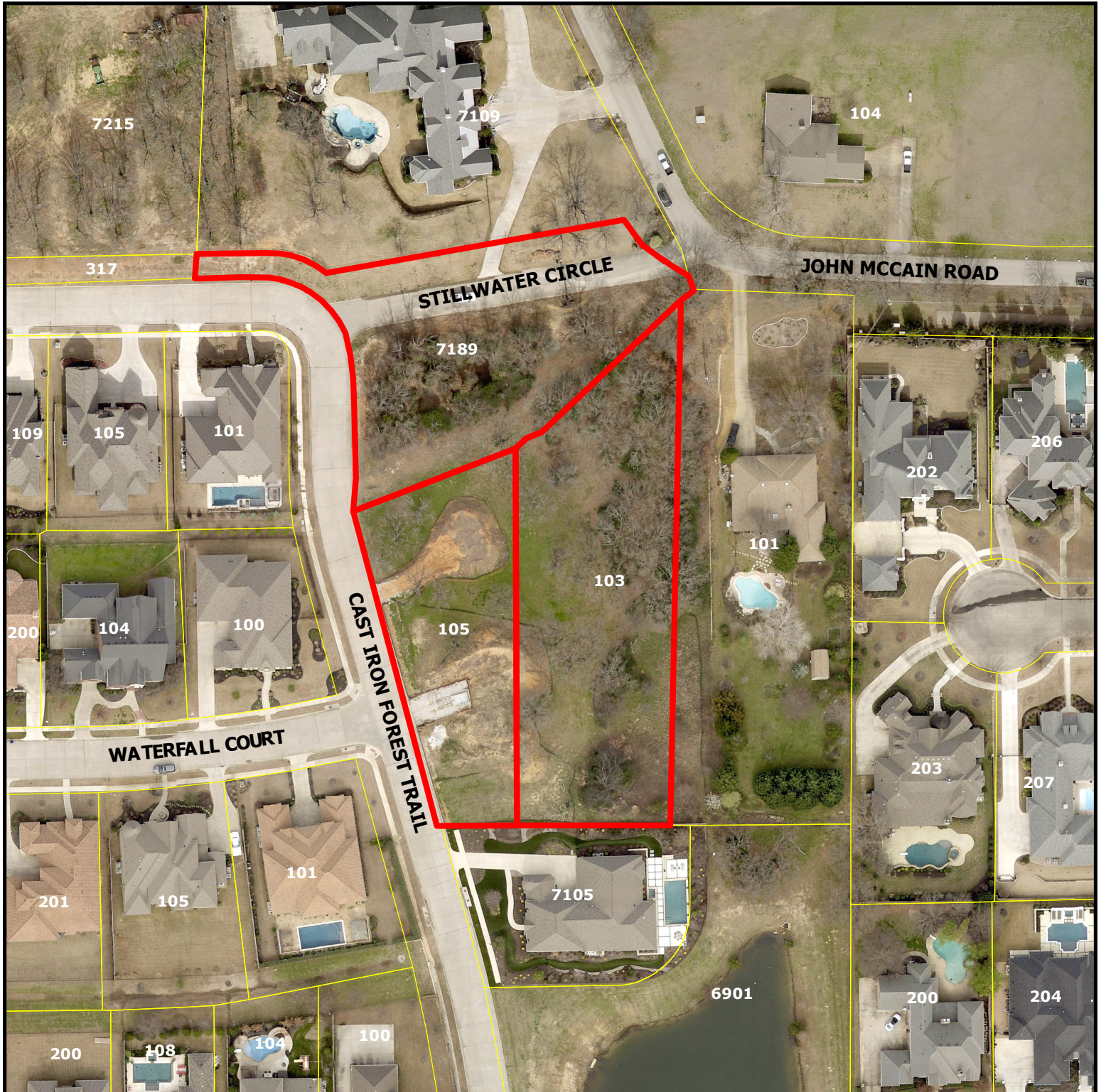
None

Attachments

1. Aerial Map
2. Zoning Map

3. Future Land Use Map
4. Planning Objectives
5. Neidholt Addition
6. Old Grove FINAL PLAT
7. Replat Exhibit
8. Resolution R-21-4574

Aerial Map



PC20-006

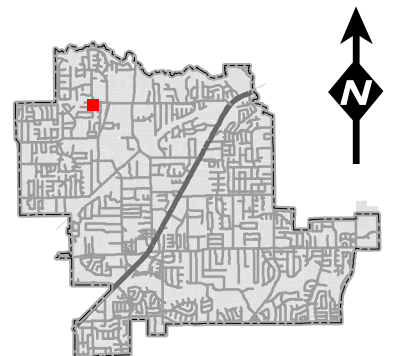
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest
Trl**

DISCLAIMER:

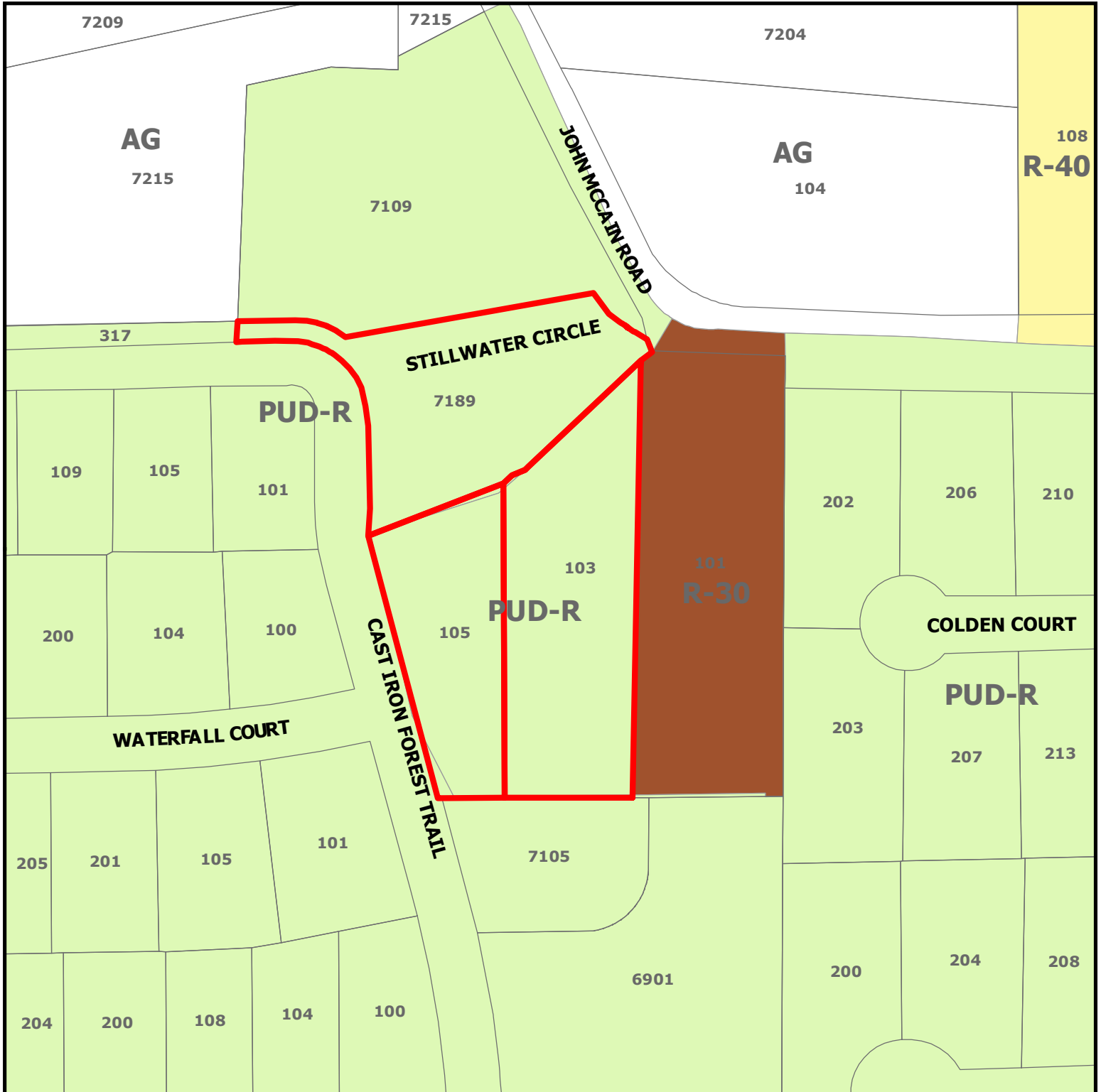
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



PC20-006

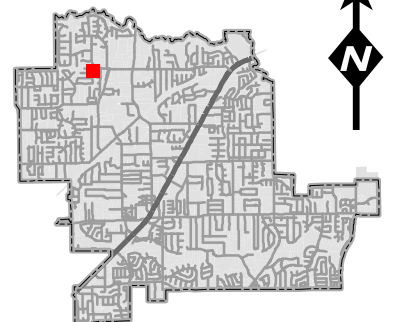
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:

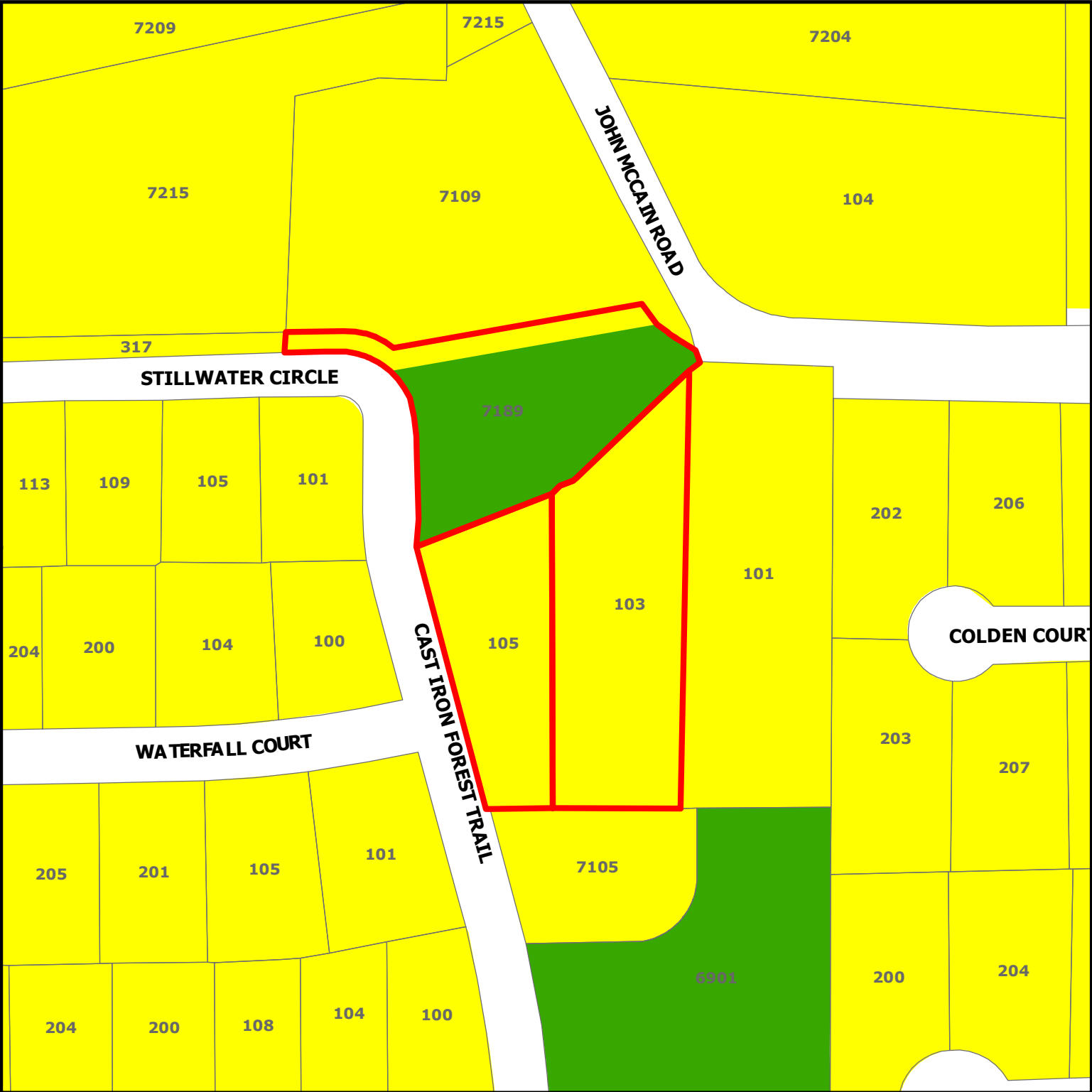
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Subject Property



Future Land Use Map

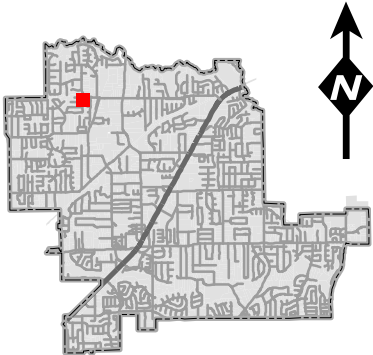


PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

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-  Subject Property
-  Residential
-  Open Space; Parks



Toll Brothers®

LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 09, 2020

City of Colleyville
c/o Ben Bryner, AICP
100 Main Street
Colleyville, Texas 76034

VIA ELECTRONIC MAIL DELIVERY

Re: Old Grove Phase 2 – Statement of Planning Objectives

Ben:

Below is the Statement of Planning Objectives concerning the plat submission for the replat.

What is clear from a review of the old Niedholt Plat is the right of way dedication did not and does not meet the current standards found in the City of Colleyville Land Development Code (i.e. standard right-of-way width, intersection separation, etc.), Tarrant County Central Appraisal District continues to assess property taxes for the property to Toll Dallas TX, LLC, and no public improvements were constructed in the right-of-way.

According to the City Attorney, staff has reviewed city files and found no indication that the City did or did not formally accept the right-of-way following its dedication for the road easement in the original 1978 plat. There is also no evidence of the City abandoning the ROW since dedication.

Based on the foregoing, and that the right of way dedication in question was by way of the Niedholt Addition final plat (Volume 388-123, Page 64), the proper means of addressing the removal of the platted right of way is to replat Lots 1 and 2, Block 1 of the Neidholt Addition and Lot 2X, Block E of the Old Grove Addition (Cabinet A, Page 9807). The proposed replat of Old Grove Addition Phase II, which will remained tabled on the agenda this evening, addresses this issue and is consistent with the zoning (Ordinance O-04-1475) and in conformance with the current City of Colleyville Land Development Code.

If you have questions or require additional information, please do not hesitate to contact me directly by email at mboswell@tollbrothers.com or by mobile at (972) 672-5228.

Sincerely and respectfully,



Mike Boswell
Toll Brothers

STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS: COUNTY OF TARRANT: That I, LARRY NEIDHOLT, being the owner of the following described property in wit:

ALL that certain tract or parcel of land out of the D. J. Reddo Survey, 4-232, Colleyville, Tarrant County, Texas and being described by metes and bounds as follows:

BEGINNING at a steel rod in the Northeastly right of way line of County Road 2000 (McCaun Road), by dist call 121.69 feet East and 30.11 feet South 37 degrees 14 minutes East of the Northwest corner of the S. P. Williams Survey;

THENCE South 83 degrees 56 minutes 48 seconds East along the Southerly right of way line of said McCaun Road 105.49 feet to a steel rod;

THENCE South 0 degrees 44 minutes 20 seconds West with fence line, 407.49 feet to a steel rod;

THENCE North 89 degrees 24 minutes 20 seconds West with fence line 299.56 feet to a steel rod;

THENCE North 14 degrees 35 minutes 25 seconds West with fence line, 248.22 feet to a steel rod;

THENCE North 62 degrees 01 minute 10 seconds East 132.1 feet to a steel rod;

THENCE North 51 degrees 30 minutes 50 seconds East 182.5 feet to the place of beginning and containing 2.73 acres of land.

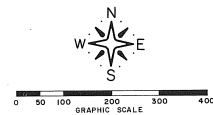
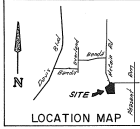
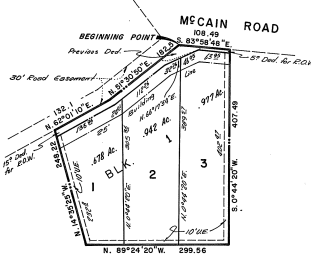
and hereby adopt the attached plat as my plan to subdivide the same to be known as LOTS 1, 2, & 3, BLOCK 1, NEIDHOLT ADDITION, City of Colleyville, Tarrant County, Texas, and the street dedications, easements and building lines are to be as shown on attached plat.

Larry Neidholt
LARRY NEIDHOLT

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned, a Notary Public in and for said County and State on this day personally appeared LARRY NEIDHOLT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and Seal of Office this the 24th day of September, 1978.
David C. Moak
Notary Public in and for TARRANT COUNTY, TEXAS



Plot Showing
NEIDHOLT ADDITION
Colleyville,
TARRANT COUNTY, TEXAS.
(Being Part of the D. J. REDDO Survey,
Akm. 232)

OWNER-
LARRY R. NEIDHOLT
500 E. REDBUD
HURST, TEXAS
262-2805

APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY
OF COLLEYVILLE, TEXAS:
David C. Moak
CHAIRMAN
SECRETARY
DATE *Sept. 23 1978*

Notes:
Occupancy of any tract is prohibited until a septic tank with a capacity of not less than 1,000 gallons and with a drain field of not less than 100 feet per bedrock, or lesser length as authorized prior to recording of this plat, has been installed on each tract and has been inspected and approved by the health officer having jurisdiction.

Notes:
Occupancy of any tract is prohibited until water, satisfactory for human consumption is available from a source on the land, a community source, or a public utility source in an adequate and sufficient supply for daily use and operation of a septic tank and system approved by health officer having jurisdiction.

I DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND STEEL RODS ARE LOCATED ON ALL PROPERTY CORNERS.

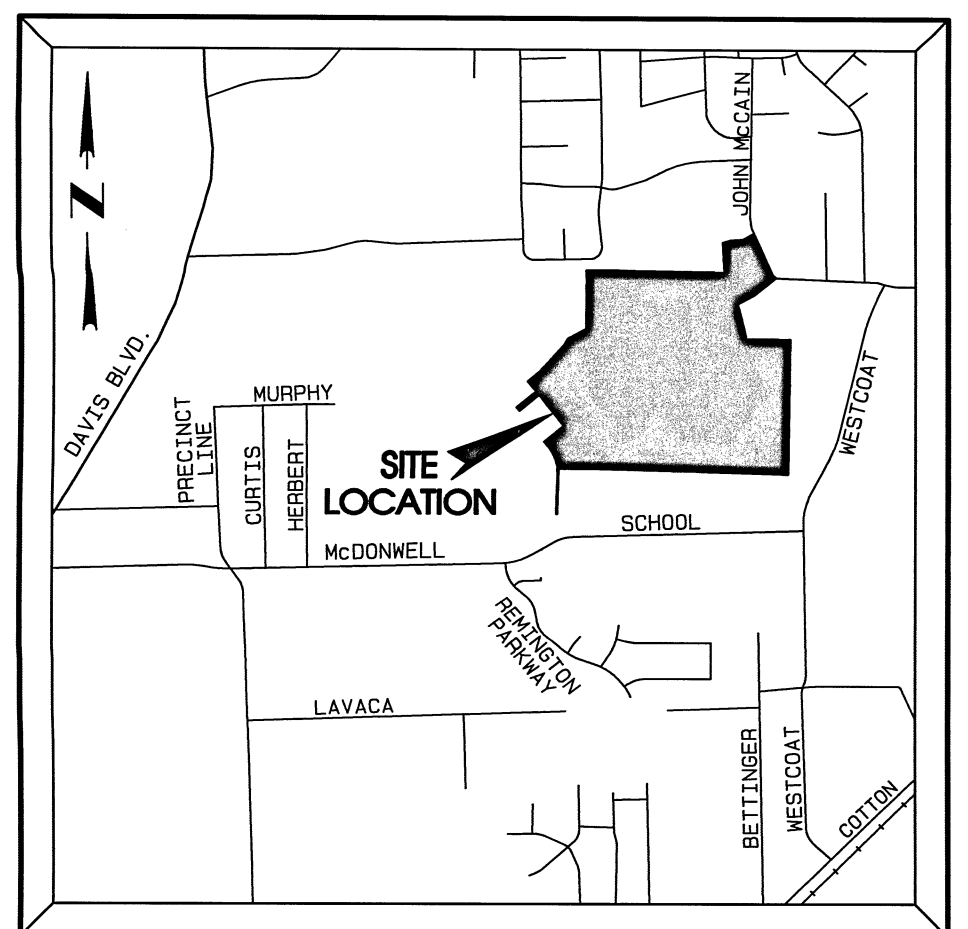
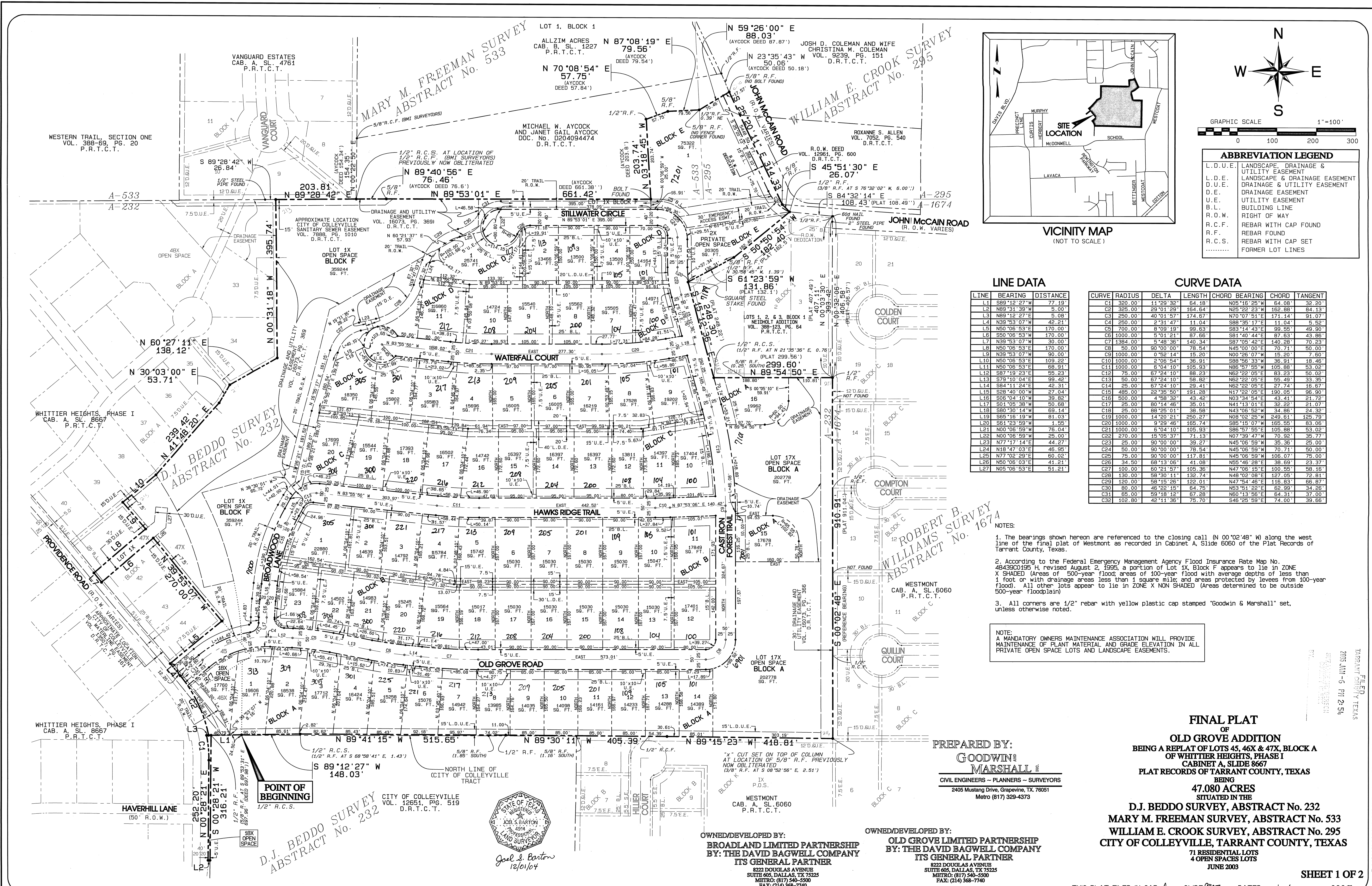
David C. Moak
DAVID C. MOAK R.F.S. 156

SCALE: 1"=100'
LEGEND:
● FOUND STEEL ROD
○ SET STEEL ROD
○ FOUND PINE
○ FOUND ONE DIAM. STAKE
--- POWER OR TELEPHONE LINE
--- FENCE



David C. Moak
RAUSTRAD PUBLIC SURVEYOR
P. O. BOX 1000
HURST, TEXAS
76101
Date *9-25-78* 78-981

NEIDHOLT ADDN.



GRAPHIC SCALE 1"=100'

0 100 200 300

ABBREVIATION LEGEND

L.D.U.E.	LANDSCAPE, DRAINAGE & UTILITY EASEMENT
L.D.E.	LANDSCAPE & DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT OF WAY
R.C.F.	REBAR WITH CAP FOUND
R.F.	REBAR FOUND
R.C.S.	REBAR WITH CAP SET
.....	FORMER LOT LINES

LINE DATA

LINE	BEARING	DISTANCE
L1	S89°12'27"W	77.49'
L2	N89°31'39"W	5.00'
L3	N89°12'27"E	5.00'
L4	N39°53'07"W	42.21'
L5	N50°08'53"E	170.00'
L6	S50°08'53"W	170.00'
L7	N39°53'07"E	30.00'
L8	N50°08'53"E	170.00'
L9	N39°53'07"W	90.00'
L10	N50°08'53"E	109.22'
L11	N50°08'53"E	68.31'
L12	S87°19'23"E	55.23'
L13	S79°10'04"E	99.42'
L14	S84°11'24"E	42.31'
L15	S28°40'00"W	27.04'
L16	S06°04'10"W	39.82'
L17	S01°05'38"W	50.68'
L18	S80°30'14"W	69.14'
L19	S65°16'19"W	81.03'
L20	S61°23'59"W	1.55'
L21	N00°08'59"W	76.04'
L22	N00°08'59"W	25.00'
L23	N77°17'14"E	44.27'
L24	N18°47'03"E	46.95'
L25	N77°02'29"E	60.02'
L26	N50°08'03"E	41.21'
L27	N05°06'53"E	51.21'

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT
C1	320.00'	11°29'32"	64.18'	N05°16'25"W	64.08'	32.20'
C2	325.00'	29°01'29"	164.64'	N05°22'23"W	162.88'	84.13'
C3	250.00'	40°01'57"	174.67'	N70°07'51"E	171.14'	91.07'
C4	250.00'	2°31'47"	11.04'	S88°36'17"E	11.04'	5.62'
C5	700.00'	8°09'19"	99.63'	S83°14'43"E	99.55'	49.90'
C6	1000.00'	5°01'21"	87.66'	S81°40'44"E	87.63'	43.86'
C7	1384.00'	5°48'36"	140.34'	S87°05'42"E	140.28'	70.23'
C8	50.00'	90°00'00"	78.54'	N45°00'00"E	70.71'	50.00'
C9	1000.00'	0°52'14"	15.20'	N00°26'07"W	15.20'	7.60'
C10	1000.00'	0°06'54"	36.91'	S89°56'33"W	36.91'	18.46'
C11	1000.00'	6°04'10"	105.93'	N05°57'55"E	105.88'	53.02'
C12	75.00'	67°24'10"	88.23'	N62°22'05"E	83.23'	50.02'
C13	50.00'	67°24'10"	58.82'	N62°22'05"E	55.49'	33.35'
C14	25.00'	67°24'10"	29.41'	N62°22'05"E	27.74'	16.67'
C15	485.00'	22°35'50"	191.28'	N17°22'05"E	190.05'	96.90'
C16	500.00'	4°58'32"	43.42'	N03°34'54"E	43.41'	21.72'
C17	25.00'	80°14'46"	35.01'	N41°13'01"E	32.22'	21.07'
C18	25.00'	88°25'01"	38.58'	N43°06'52"W	34.86'	24.32'
C19	1000.00'	14°20'21"	250.27'	N08°02'25"W	249.61'	125.79'
C20	1000.00'	9°29'46"	165.74'	S85°15'07"W	165.55'	83.06'
C21	1000.00'	6°04'10"	105.93'	S85°57'55"E	105.88'	53.02'
C22	270.00'	15°05'37"	71.13'	N07°39'47"W	70.92'	35.77'
C23	25.00'	90°00'00"	39.27'	N45°06'59"W	35.36'	25.00'
C24	50.00'	90°00'00"	78.54'	N45°06'59"W	70.71'	50.00'
C25	75.00'	90°00'00"	117.81'	N45°06'59"W	105.07'	75.00'
C26	34.50'	68°13'06"	41.08'	N55°46'28"E	38.69'	23.37'
C27	100.00'	60°21'57"	105.36'	N47°06'15"E	100.55'	58.16'
C28	130.00'	58°30'11"	132.74'	N48°02'08"E	127.05'	72.81'
C29	120.00'	58°15'26"	122.01'	N47°54'46"E	116.83'	68.67'
C30	80.00'	46°22'16"	64.75'	N53°51'22"E	62.99'	34.26'
C31	65.00'	59°18'12"	67.28'	N60°13'56"E	64.31'	37.00'
C32	102.80'	42°11'36"	75.70'	S46°25'59"E	74.00'	39.66'

NOTES:

- The bearings shown herein are referenced to the closing call (N 00°02'48" W) along the west line of the final plat of Westmont as recorded in Cabinet A, Slide 6060 of the Plat Records of Tarrant County, Texas.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48439C0195 H, revised August 2, 1995, a portion of Lot 1X, Block F appears to lie in ZONE X SHADED (Areas of 500-year flood areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees from 100-year flood). All other lots appear to lie in ZONE X NON SHADED (Areas determined to be outside 500-year floodplain).
- All corners are 1/2" rebar with yellow plastic cap stamped "Goodwin & Marshall" set, unless otherwise noted.

NOTE:
A MANDATORY OWNERS MAINTENANCE ASSOCIATION WILL PROVIDE MAINTENANCE OF PLANT MATERIAL AND GRADE ELEVATION IN ALL PRIVATE OPEN SPACE LOTS AND LANDSCAPE EASEMENTS.

PREPARED BY:

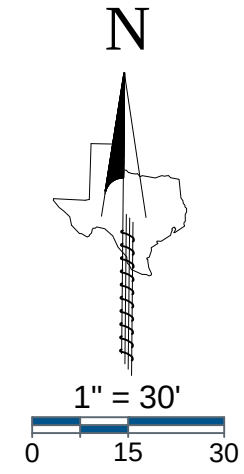
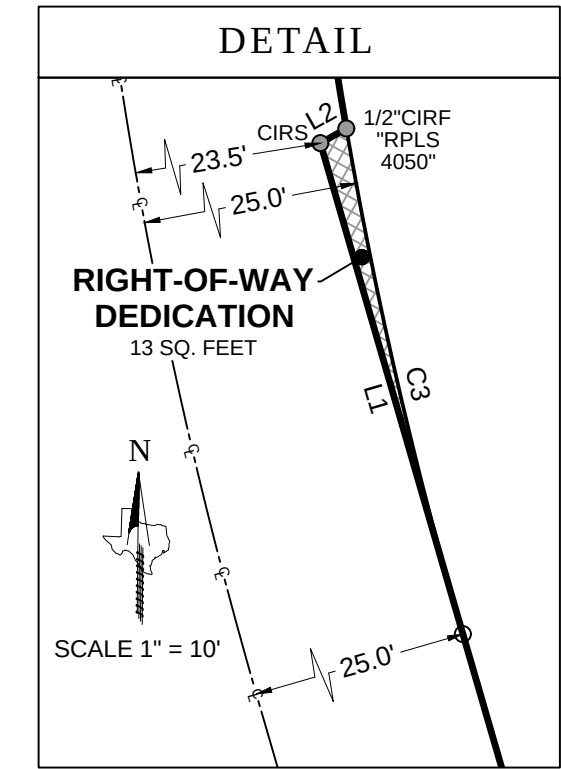
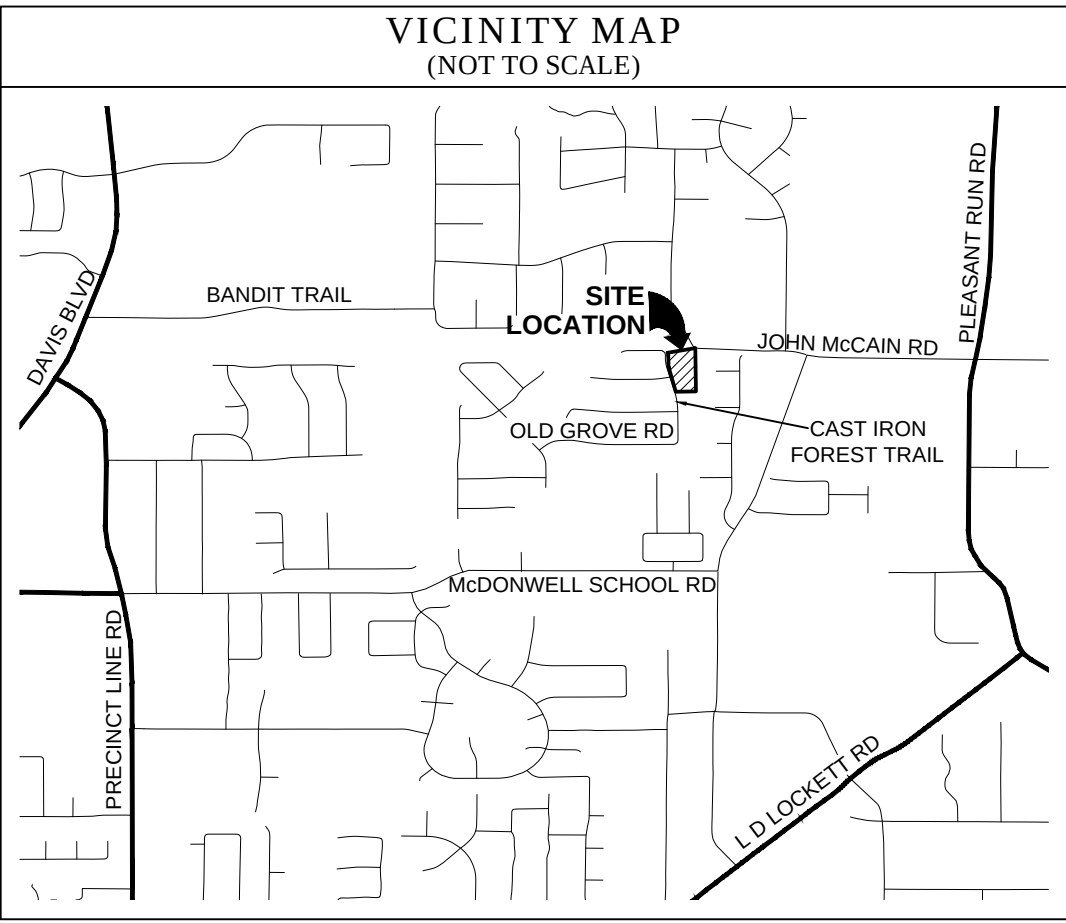
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX 76061
Metro (817) 329-4373

OWNED/DEVELOPED BY:

BROADLAND LIMITED PARTNERSHIP
BY: THE DAVID BAGWELL COMPANY
ITS GENERAL PARTNER
8222 DOUGLAS AVENUE
SUITE 605, DALLAS, TX 75225
METRO: (817) 540-5500
FAX: (214) 368-7740

OLD GROVE LIMITED PARTNERSHIP
BY: THE DAVID BAGWELL COMPANY
ITS GENERAL PARTNER
8222 DOUGLAS AVENUE
SUITE 605, DALLAS, TX 75225
METRO: (817) 540-5500
FAX: (214) 368-7740

FINAL PLAT
OF
OLD GROVE ADDITION
BEING A REPLAT OF LOTS 45, 46X & 47X, BLOCK A
OF WHITTIER HEIGHTS, PHASE I
CABINET A, SLIDE 8667
PLAT RECORDS OF TARRANT COUNTY, TEXAS
BEING
47,080 ACRES
SITUATED IN THE
D.J. BEDDO SURVEY, ABSTRACT No. 232
MARY M. FREEMAN SURVEY, ABSTRACT No. 533
WILLIAM E. CROOK SURVEY, ABSTRACT No. 295
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS
71 RESIDENTIAL LOTS
4 OPEN SPACE LOTS
JUNE 2003



GENERAL NOTES

- The purpose of this plat is to reconfigure former Lots 1 & 2 of the Neidholt Addition to face Cast Iron Forest Trail instead of John McCain Road.
- This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated September 25, 2009 as shown on Map Number 48439C0095K.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- DRAINAGE EASEMENT RESTRICTION:** No construction of filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of property affected by such construction becoming a party to the request. Where construction is permitted. All finished floor elevations shall be a minimum of two (2) feet above the 100-year flood elevation.
- UTILITY EASEMENTS:** Any public utility, including the City of Colleyville, shall have the right to move and keep removed all part of any building, fence, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the utility easements shown on the plat, and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said utility easement of the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- The maintenance of all drainage and utility easements located on private property are the responsibility of the owner.
- Open Space Lot 3X, Block A, to be maintained by HOA.

LEGEND

PG = PAGE
VOL = VOLUME
CAB = CABINET
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CIRF = CAPPED IRON ROD FOUND
CIRS = CAPPED IRON ROD SET
DOC. NO. = DOCUMENT NUMBER
D.R.D.C.T. = DEED RECORDS,
DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DENTON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°10'52" W	26.62'
L2	N 60°22'47" E	1.55'
L3	S 80°18'51" W	30.68'
L4	N 27°26'57" W	30.45'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.35'	245.00'	8°44'07"	N 05°27'39" W	37.32'
C2	29.38'	75.00'	22°26'39"	N 12°19'05" W	29.19'
C3	27.04'	244.70'	6°19'50"	S 12°58'57" E	27.02'

PLANNING AND ZONING COMMISSION APPROVAL

Whereas, the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas, the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, **TOLL DALLAS TX, LLC**, is the owner of a 2.20 acre tract of land out of the D.J. Beddo Survey, Abstract Number 232, City of Colleyville, Tarrant County, Texas, being all of Lot 2X, Block E of Old Grove Addition, a subdivision of record in Cabinet A, Page 9807 of the Plat Records of Tarrant County, Texas, all of Lots 1 and 2, Block 1, and a portion of a Right-of-Way Dedication of Neidholt Addition, a subdivision of record in Volume 388-123, Page 64 of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the East Right-of-Way line of Cast Iron Forest Road (Variable Width R.O.W.) being the Northwest corner of Lot 16, Block A of Old Grove Addition, also being the Southwest corner of Lot 1, Block 1 of Neidholt Addition;

THENCE, N16°10'52"W, along the East Right-of-Way line of Cast Iron Forest Road being the West line of Lot 1, Block 1 of Neidholt Addition in part, also being the West line of the Right-of-Way Dedication of Neidholt Addition a distance of 248.30 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of the Right-of-Way Dedication of Neidholt Addition;

THENCE, N60°22'47"E, along the East Right-of-Way line of Cast Iron Forest Road being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 1.55 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 4050" found at the Southwest corner of Lot 2X, Block E of Old Grove Addition, also being the beginning of a non-tangent curve to the right;

THENCE, leaving the North line of the Right-of-Way dedication of Neidholt Addition along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the right, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N01°05'15"W, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, a distance of 71.04 feet to a 1/2" iron rod at the beginning of a non-tangent curve to the left;

THENCE, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the left, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N80°18'50"E, along the South line of Lot 1, Block E of Old Grove Addition being the North line of Lot 2X, Block E of Old Grove Addition, a distance of 267.95 feet to a 1/2" iron rod found in the Southwest Right-of-Way line of John McCain Road (Variable Width Right-of-Way) being the Southeast corner of Lot 1, Block E of Old Grove Addition, also being the East corner of Lot 2X, Block E of Old Grove Addition, also being a point in the North line of the Right-of-Way Dedication of Neidholt Addition;

THENCE, S85°34'15"E, along the Southwest Right-of-Way line of John McCain Road, being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 2.63 feet to a 1/2" iron rod with green cap stamped "EAGLE SURVEYING" set at the Northeast corner hereof;

THENCE, S00°51'07"E, leaving the South Right-of-Way line of John McCain Road, over and across the Right-of-Way dedication of Neidholt Addition in part, passing the Northwest corner of Lot 3, Block 1 of Neidholt Addition, being the Northeast corner of Lot 2, Block 1 of Neidholt Addition, continuing along the West line of Lot 3, Block 1 of Neidholt Addition, being the East line of Lot 2, Block 1 of Neidholt Addition, a distance of 417.47 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 17X, Block A of Old Grove Addition being the Southwest corner of Lot 3, Block 1 of Neidholt Addition, also being the Southeast corner of Lot 2, Block 1 of Neidholt Addition;

THENCE, S89°00'13"W, along the South lines of Lots 2 and 1, Block 1 of Neidholt Addition, being the North line of Lot 17X, Block A of Old Grove Addition in part, also being the North line of Lot 16, Block A of Old Grove Addition in part, a distance of 194.02 feet to the **POINT OF BEGINNING** and containing an area of 2.20 Acres, or (95815 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **TOLL DALLAS TX, LLC**, does hereby adopt this plat, designating herein described property as **OLD GROVE ADDITION, PHASE II** an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

OWNER: **TOLL DALLAS TX, LLC**, a Texas limited liability company

BY: _____ Date _____
Authorized Agent

NAME: _____
Print name

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Colleyville, Tarrant County, Texas.

PRELIMINARY
this document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

REPLAT OLD GROVE ADDITION, PHASE II LOTS 1-3X, BLOCK 1 2.20 ACRES

A REPLAT OF LOTS 1 & 2, BLOCK 1 OF NEIDHOLT ADDITION
RECORDED IN VOLUME 388-123, PAGE 64, P.R.T.C.T.
AND LOT 2X, BLOCK E OF OLD GROVE ADDITION
RECORDED IN CABINET A, PAGE 9807, P.R.T.C.T.,
D.J. BEDDO SURVEY, ABSTRACT NO. 232,
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Project

1912.003-01

Date

08/17/2020

Drafter

TAR



EAGLE SURVEYING, LLC

210 S. Elm Street, Suite: 104

Denton, TX 76201

(940) 222-3009

TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

RESOLUTION R-21-4574

**A RESOLUTION APPROVING ABANDONMENT
OF A 15 FOOT RIGHT-OF-WAY**

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

Sec. 1. THAT the abandonment of a 15 foot right-of-way on Lots 1 & 2, Block 1, of the Neidholt Addition, and associated with a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition on approximately 2.20 acres as shown and described per the attached as Exhibits "A" & "B", is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 23rd DAY OF MARCH 2021.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 3, Kathy Wheat _____
Place 4, George Dodson _____

Mayor Pro Tem Bobby Lindamood _____
Place 5, Chuck Kelley _____
Place 6, Callie Rigney _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

REPLAT
OLD GROVE ADDITION, PHASE II
 LOTS 1-3X, BLOCK 1
 2.20 ACRES



Exhibit "B" – Statement of Planning Objectives

Toll Brothers LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 09, 2020

City of Colleyville
c/o Ben Bryner, AICP
100 Main Street
Colleyville, Texas 76034

VIA ELECTRONIC MAIL DELIVERY

Re: Old Grove Phase 2 – Statement of Planning Objectives

Ben:

Below is the Statement of Planning Objectives concerning the plat submission for the replat.

What is clear from a review of the old Niedholt Plat is the right of way dedication did not and does not meet the current standards found in the City of Colleyville Land Development Code (i.e. standard right-of-way width, intersection separation, etc.), Tarrant County Central Appraisal District continues to assess property taxes for the property to Toll Dallas TX, LLC, and no public improvements were constructed in the right-of-way.

According to the City Attorney, staff has reviewed city files and found no indication that the City did or did not formally accept the right-of-way following its dedication for the road easement in the original 1978 plat. There is also no evidence of the City abandoning the ROW since dedication.

Based on the foregoing, and that the right of way dedication in question was by way of the Niedhold Addition final plat (Volume 388-123, Page 64), the proper means of addressing the removal of the platted right of way is to replat Lots 1 and 2, Block 1 of the Neidholt Addition and Lot 2X, Block E of the Old Grove Addition (Cabinet A, Page 9807). The proposed replat of Old Grove Addition Phase II, which will remained tabled on the agenda this evening, addresses this issue and is consistent with the zoning (Ordinance O-04-1475) and in conformance with the current City of Colleyville Land Development Code.

If you have questions or require additional information, please do not hesitate to contact me directly by email at mboswell@tollbrothers.com or by mobile at (972) 672-5228.

Sincerely and respectfully,



Mike Boswell
Toll Brothers



City of Colleyville City Council Agenda Briefing

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

Agenda Number 10b

Agenda Date 7/20/2021

Number Resolution R-21-4575

Type Resolution

Department Community Development

Title

Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case PC20-006

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Matt Maly, the applicant, requests approval of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition on approximately 2.20 acres, located at 105 & 103 John McCain Road and 7189 Cast Iron Forest Trail. The applicant proposes to combine and redevelop 2 lots, an old right-of-way area, and an open space lot into 2 single-family residential lots and an open space lot. The old right-of-way area is requested to be abandoned separately.

Existing Conditions/Background: The subject property is currently zoned PUD-R Planned Unit Development – Residential district and is a combination of Lots 1 & 2, Block 1, Neidholt Addition, an old right-of-way area, and Lot 2X, Block E, Old Grove Addition. The property is generally located east of Cast Iron Forest Trail and southwest of John McCain Road as it turns north. The property is currently undeveloped. The plat up for consideration proposes to combine and redevelop the property for future residential development on two lots and an open space lot.

Lot Dimensions and Setbacks:

Per Ordinance O-04-1475, Lot Requirements and Setbacks, the PUD zoning regulations require the following standards:

Minimum Lot Area: 13,000 square feet

Average Lot Area: 16,000 square feet

Minimum Lot Width: 90 feet

Minimum Lot Depth: 120 feet

Minimum Front Yard Setback: 25 feet

Minimum Side Yard Setbacks: 10 feet

Minimum Rear Yard Setback: 25 feet

As submitted, the proposed plat meets all of the requirements of the PUD-R zoning and the Land Development Code.

Surrounding Development: The properties to the north, south, and west are zoned PUD-R Planned Unit Development – Residential district and primarily developed with single family homes. The property to the east is zoned R-30 Single Family Residential district and developed with a single family home. There is a large retention/detention pond adjacent to the south.

Analysis: The property is located at the northeast side of the Old Grove neighborhood. The PUD-R zoning approved in 2004 originally planned for four lots. The proposal has reduced the lot number to two lots for single family residential development.

The proposed Replat also includes a small open space lot adjacent to an existing Emergency Access Easement and drive lane.

Finally, an old right-of-way area is currently unused with no improvements existing. The applicant has requested that the right-of-way area be abandoned. This request is reviewed by the City Council and is scheduled on the same agenda as this plat item.

DRC Comments-Drainage and Engineering: The current drainage does not meet City of Colleyville standards. The proposed design reroutes storm water onto drainage easements where it never previously flowed through and was not designed to convey. The proposed improvement does not analyze existing flows within those drainage easements and therefore is not sized correctly. The proposed improvements would also be built in part over an existing City of Colleyville improved underground storm drain system, thereby making maintenance on said system impossible without having to remove the proposed improvements. Any proposed improvements must provide access to the existing underground system or upgrade the underground system.

Engineering Comments per September 4, 2020 DRC Submittal:

The supporting drainage documents from Westmont (September 2000) and Old Grove (March 2004) do not prove the existence of the channel section "C" between lots 101 John McCain and 203 Colden Court. In the construction of Westmont (2000), I agree

that the plans show the channel section "C" with a capacity of 54.4 CFS. However when the same developer came in and developed Old Grove 2004, they piped the water underground that the channel was designed to convey. The underground system was installed in the same location as the channel. The 2004 plans didn't require the re-establishment of the channel. Therefore, it is very likely that the channel no longer exists or has a reduced capacity. LIDAR topography does not support it conclusively nor does the later plan set. If they intend to use the channels from Westmont (2000), they will need to show that the channel still exists or provide construction plans for its reinstallation. Also at the bend of their system to the north, they need to show how their design doesn't impede the additional flow shown in the Westmont 2000 flow in channel section "B" from the south which may or may not exist as well.

Currently the plans are still incomplete due to the assumptions that are being made.

Engineering Comments per October 12, 2020 DRC Submittal:

The grading and drainage plans substantially conform with the requirements of the Land Development Code (LDC). As this is a small 2 parcel plat the increase in runoff is relatively small and easily accommodated through their design and detention pond.

Their design reroutes the discharge onto Old Grove Addition Block A Lot 17X open space which is an HOA maintained Common Space Lot, which was platted in its entirety as a drainage easement. Does this designation as a drainage easement allow adjacent developers to reroute water onto this property at their discretion? This property never previously received this flow. The existing topography and natural drainage had the water crossing property at 101 John McCain Rd. Staff needs a legal interpretation of Texas Water Code 11.086.

Public works had also requested an additional Access Easement across the northern edge Lot 3X in consideration for the right-of-way abandonment of right-of-way dedication vol. 388-123, PG 64 P.R.T.C.T requested on Lots 1 and 3X. Although there is an existing 29' Trail Easement at the northeast corner of these lots, to facilitate construction due to grade issues on the south side of Old Grove Addition Block E lot 1 the City has requested an additional 10' Access easement across the north edge of Lot 3X.

Finally of consideration, these lots have come before Planning and Zoning and City Council for consideration in the past. Although the first statement is based on the LDC, the legal issues and the will of Planning and Zoning and City Council from those previous meetings need to be reviewed by those bodies relative to the drainage design prior to re-platting.

Engineering Comments per November 16, 2020 DRC Submittal

The Development Review Committee offers the following comments specific to

Drainage/Engineering:

1. There are no comments regarding the ROW abandonment.
2. There are concerns with the existing plan for drainage at this time. There is an underground storm pipe that exists along the western property line of 203 Colden Ct. At minimum, this needs to be maintained. The following scenario is expected (with appropriate engineering data):
 1. Redesign & upsize the current underground storm drain pipe to accommodate the additional flow of the two proposed lots. With the upsizing of the pipe, evaluate the possibility of routing the flow from the two proposed lots to the existing pond. If possible, this potentially would satisfy citizen and Council concerns.
 2. If the pond does not allow for accepting the additional water, the water is then expected to be taken underground prior to the location where the flow leaves the HOA property onto the 203 Colden Ct. drainage easement.

Although a drainage easement exists on the lot addressed as 203 Colden Ct., this drainage easement was put into place in 2000 when Westmont Subdivision was built and the property to the west, now Old Grove Subdivision, was undeveloped. In 2004 the same developer came in developing Old Gove and moved the water in the drainage easement underground. Although a small amount of the original 54.4 CFS coming off Old Grove still flows overland and causes issues at 203 Colden Ct., the overland flow was greatly reduced. The property owner's home was completed in 2014. Therefore they have never seen or been accustomed to the proposed overland flows in this drainage easement. Since the majority of the flow in this easement has been underground for the past 16 or so years, I believe that the flows for 103 and 105 John McCain should respect that precedent and also be taken underground at the location where the flow leaves the HOA property onto the 203 Colden Ct. drainage easement.

Although the drainage flow has been reduced to the pre-developed rate, it has, however, been concentrated further south than pre-developed flows. And some of the over land flowed onto 202 Colden Ct. before flowing south back to the inlet at the north west corner of 203 Colden Ct. This reroute of water in the associated drainage flume represent an adverse displacement on the owners of 203 Colden Ct.

The current underground storm drain pipe that connects the Old Grove HOA Pond to the Colden Ct. storm drain is at capacity and would require redesign and upsizing to accommodate the additional flow. For this reason, routing the flow through the HOA pond may not be practical. However, if the underground pipe was upsized it might allow the flow to be routed through the pond. I have had discussions with some of the engineers involved and City Council members. The engineers have claimed that the pond system is undersized. I have not seen their calculations and therefore have not

reviewed the calculations to prove or disprove that contention. Until I can review these calculations, we are just taking them at their word. I also have heard that City Council wants this storm water routed through the existing pond system. I feel I need to review all possible solutions before I can make further recommendations.

Fees: Park Land Dedication fees are required in the amount of \$1,802 per residential lot. Park Land Dedication fees are due prior to filing the plat for record. Impact Fees are also required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit.

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

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

Public Notification: Staff mailed notices to all property owners within 500 feet of the subject property. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. The City has received three letters of opposition by adjacent property owners.

Staff Recommendation: Staff recommends denial. The proposed Replat does not meet the technical requirements of the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended denial of the Replat at their December 14, 2020 meeting by a vote of 4-0.

Financial Impact

There is no financial impact to the City.

Recommendation

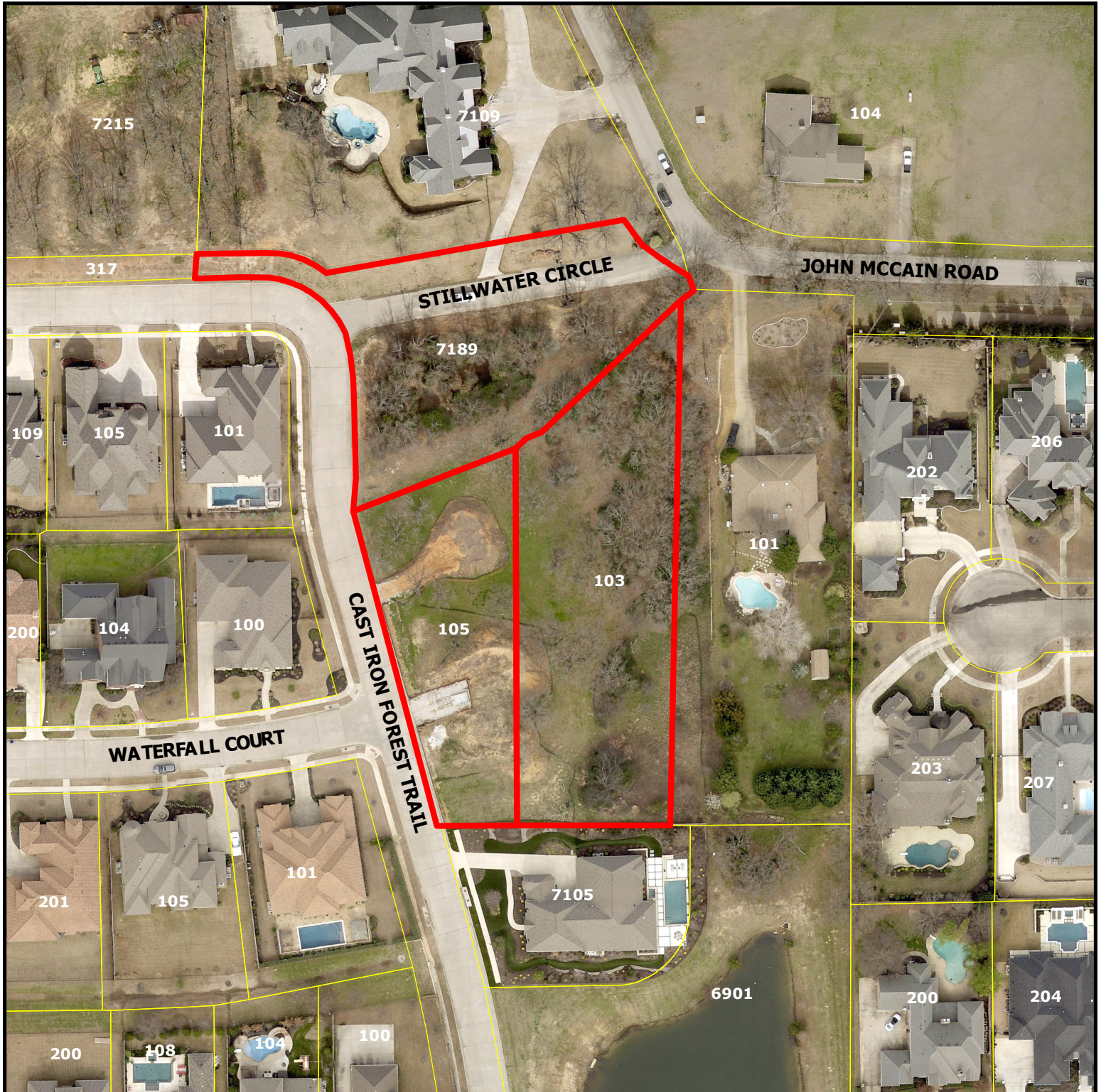
Denial

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Grading Plan with Aerial
6. Civil Plans

7. Tree Mitigation Plans
8. Notification Map
9. Notification List
10. Property Owner Notification
11. Letters of Opposition
12. Resolution R-21-4575

Aerial Map



PC20-006

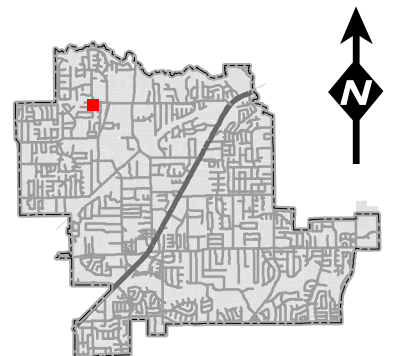
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest
Trl**

DISCLAIMER:

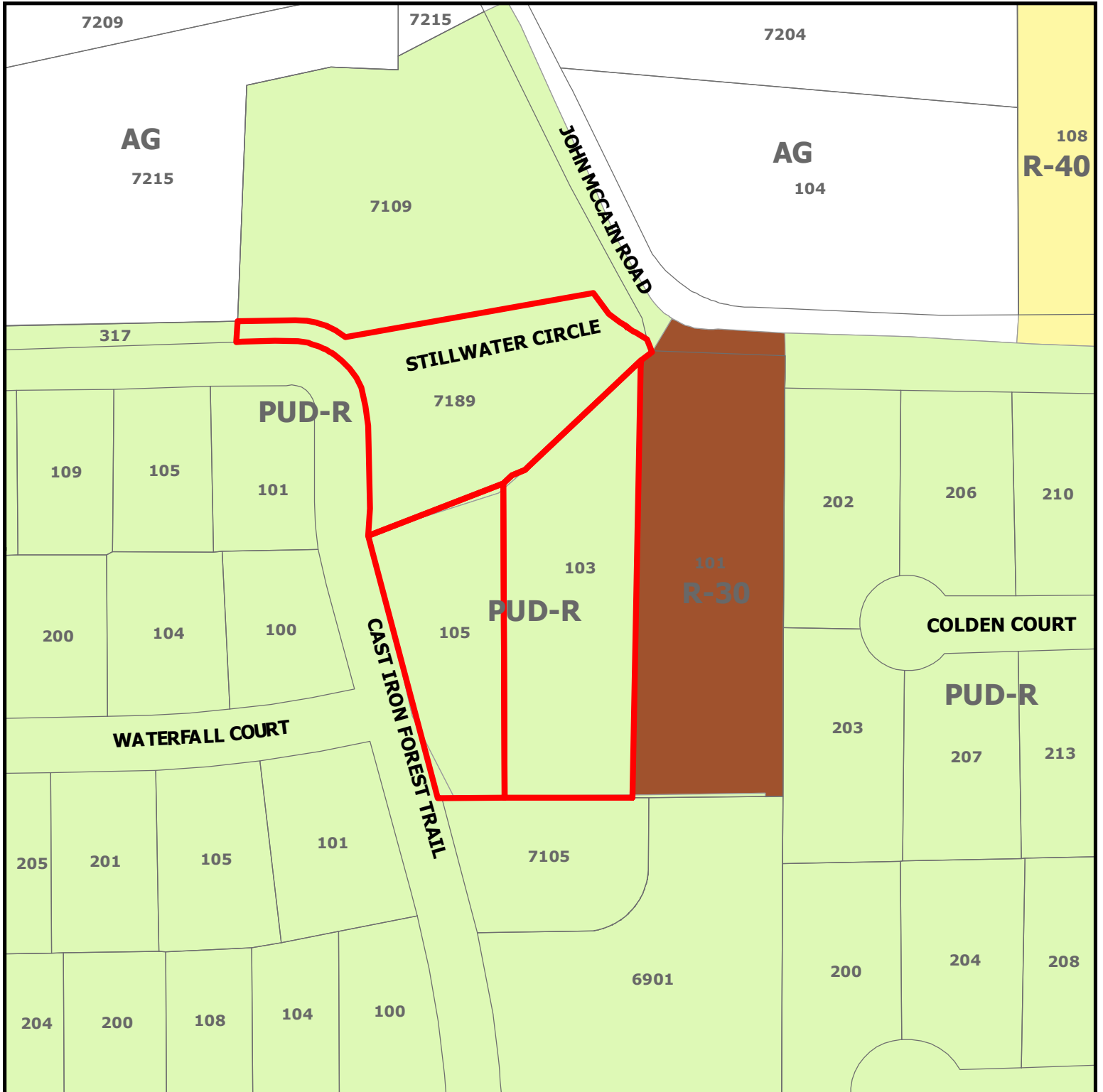
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



PC20-006

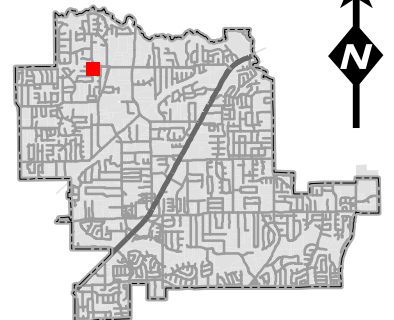
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:

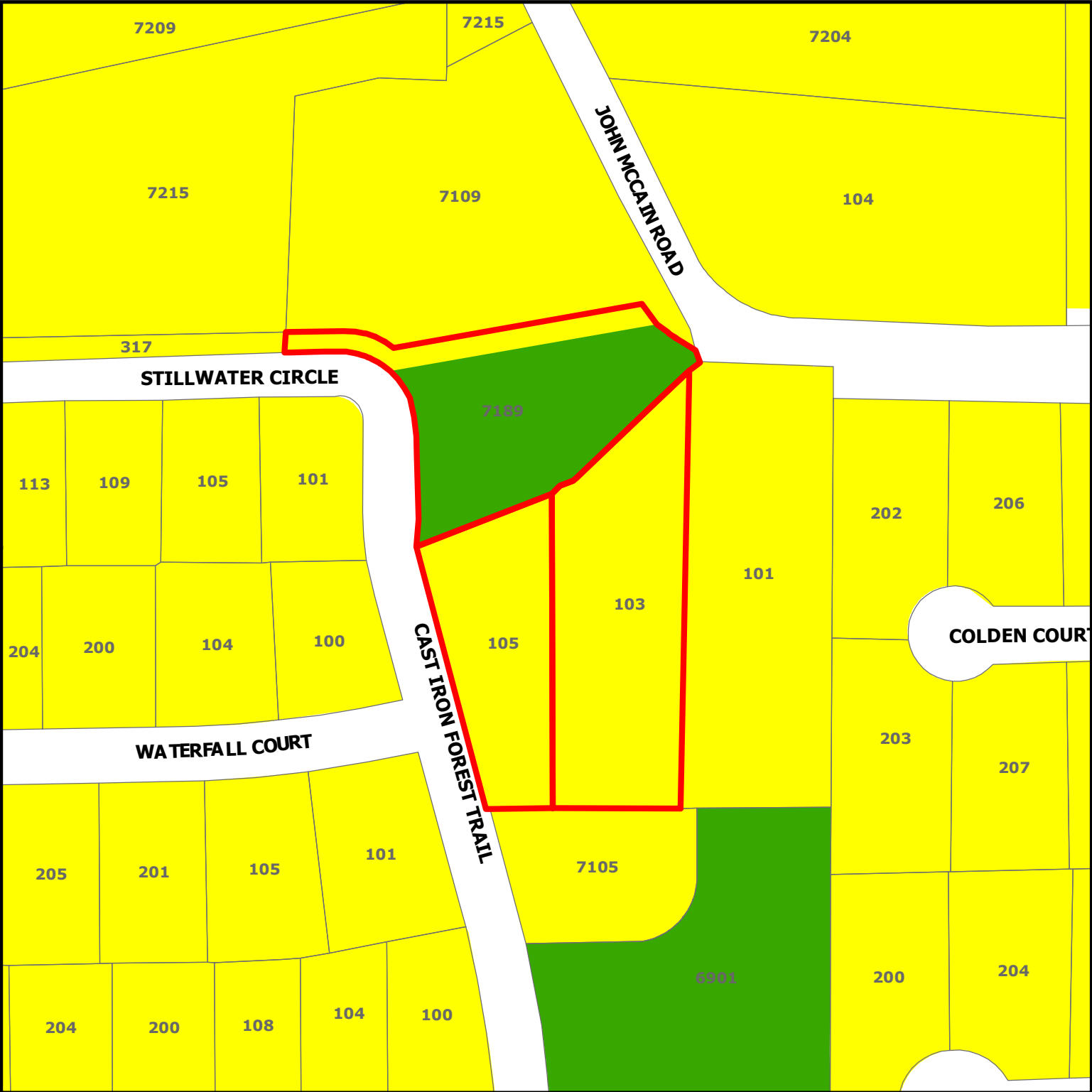
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Subject Property



Future Land Use Map

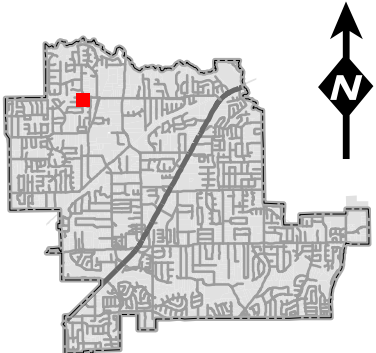


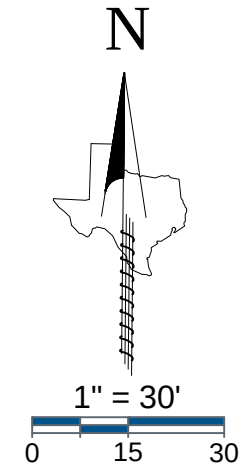
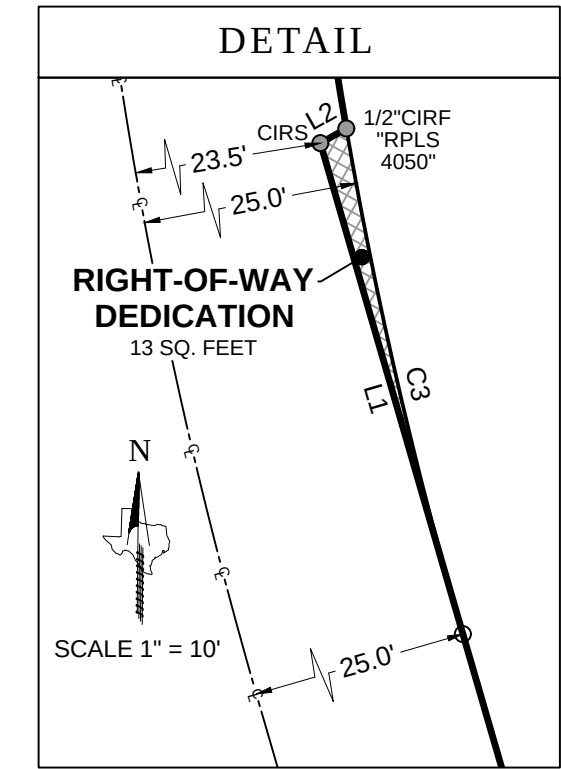
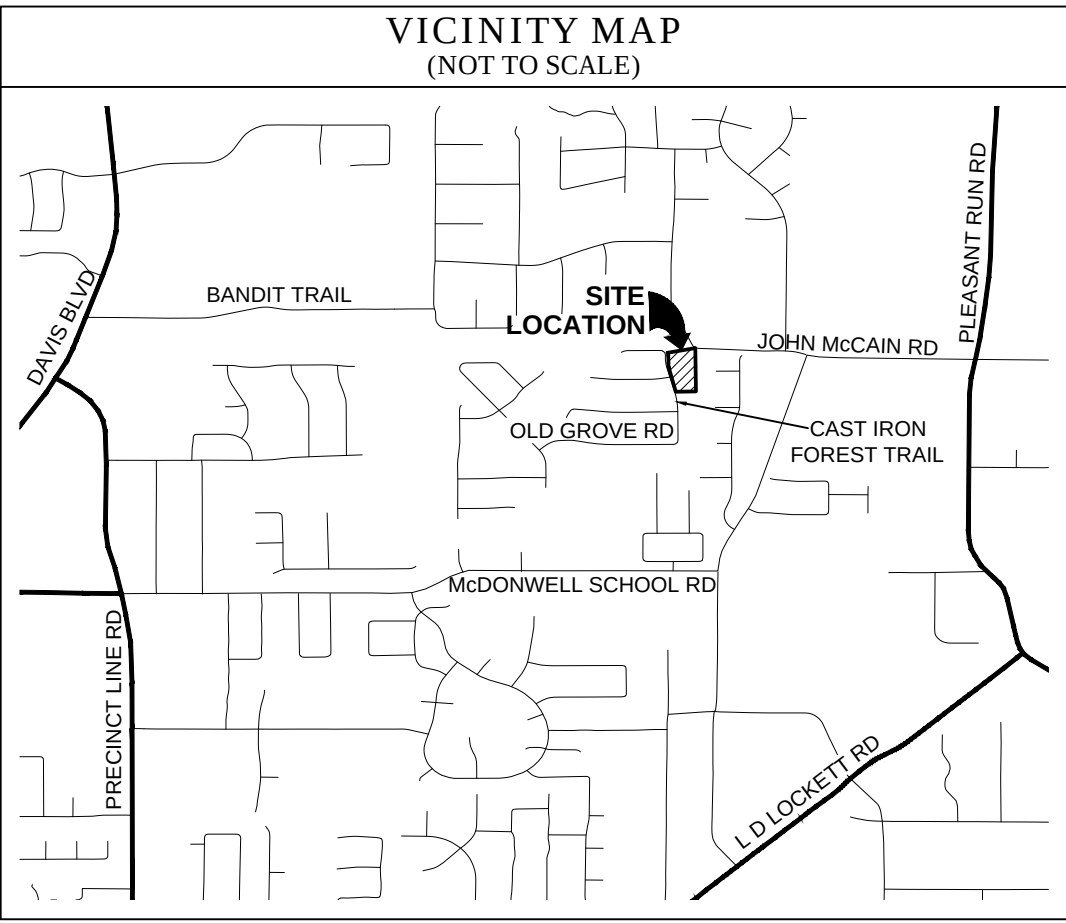
PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:
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-  Subject Property
-  Residential
-  Open Space; Parks





GENERAL NOTES

- The purpose of this plat is to reconfigure former Lots 1 & 2 of the Neidholt Addition to face Cast Iron Forest Trail instead of John McCain Road.
- This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated September 25, 2009 as shown on Map Number 48439C0095K.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- DRAINAGE EASEMENT RESTRICTION:** No construction of filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of property affected by such construction becoming a party to the request. Where construction is permitted. All finished floor elevations shall be a minimum of two (2) feet above the 100-year flood elevation.
- UTILITY EASEMENTS:** Any public utility, including the City of Colleyville, shall have the right to move and keep removed all part of any building, fence, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the utility easements shown on the plat, and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said utility easement of the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- The maintenance of all drainage and utility easements located on private property are the responsibility of the owner.
- Open Space Lot 3X, Block A, to be maintained by HOA.

LEGEND

PG = PAGE
VOL = VOLUME
CAB = CABINET
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CIRF = CAPPED IRON ROD FOUND
CIRS = CAPPED IRON ROD SET
DOC. NO. = DOCUMENT NUMBER
D.R.D.C.T. = DEED RECORDS,
DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DENTON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°10'52" W	26.62'
L2	N 60°22'47" E	1.55'
L3	S 80°18'51" W	30.68'
L4	N 27°26'57" W	30.45'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.35'	245.00'	8°44'07"	N 05°27'39" W	37.32'
C2	29.38'	75.00'	22°26'39"	N 12°19'05" W	29.19'
C3	27.04'	244.70'	6°19'50"	S 12°58'57" E	27.02'

PLANNING AND ZONING COMMISSION APPROVAL

Whereas, the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas, the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, **TOLL DALLAS TX, LLC**, is the owner of a 2.20 acre tract of land out of the D.J. Beddo Survey, Abstract Number 232, City of Colleyville, Tarrant County, Texas, being all of Lot 2X, Block E of Old Grove Addition, a subdivision of record in Cabinet A, Page 9807 of the Plat Records of Tarrant County, Texas, all of Lots 1 and 2, Block 1, and a portion of a Right-of-Way Dedication of Neidholt Addition, a subdivision of record in Volume 388-123, Page 64 of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the East Right-of-Way line of Cast Iron Forest Road (Variable Width R.O.W.) being the Northwest corner of Lot 16, Block A of Old Grove Addition, also being the Southwest corner of Lot 1, Block 1 of Neidholt Addition;

THENCE, N16°10'52"W, along the East Right-of-Way line of Cast Iron Forest Road being the West line of Lot 1, Block 1 of Neidholt Addition in part, also being the West line of the Right-of-Way Dedication of Neidholt Addition a distance of 248.30 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of the Right-of-Way Dedication of Neidholt Addition;

THENCE, N60°22'47"E, along the East Right-of-Way line of Cast Iron Forest Road being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 1.55 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 4050" found at the Southwest corner of Lot 2X, Block E of Old Grove Addition, also being the beginning of a non-tangent curve to the right;

THENCE, leaving the North line of the Right-of-Way dedication of Neidholt Addition along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the right, having a radius of 75.00 feet, a chord bearing of N05°27'39"W, a chord length of 37.32 feet, a delta angle of 08°44'07", an arc length of 37.35 feet to a 1/2" iron rod with yellow plastic cap stamped "BEASLEY" found;

THENCE, N01°05'15"W, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, a distance of 71.04 feet to a 1/2" iron rod at the beginning of a non-tangent curve to the left;

THENCE, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the left, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N80°18'50"E, along the South line of Lot 1, Block E of Old Grove Addition being the North line of Lot 2X, Block E of Old Grove Addition, a distance of 267.95 feet to a 1/2" iron rod found in the Southwest Right-of-Way line of John McCain Road (Variable Width Right-of-Way) being the Southeast corner of Lot 1, Block E of Old Grove Addition, also being the East corner of Lot 2X, Block E of Old Grove Addition, also being a point in the North line of the Right-of-Way Dedication of Neidholt Addition;

THENCE, S85°34'15"E, along the Southwest Right-of-Way line of John McCain Road, being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 2.63 feet to a 1/2" iron rod with green cap stamped "EAGLE SURVEYING" set at the Northeast corner hereof;

THENCE, S00°51'07"E, leaving the South Right-of-Way line of John McCain Road, over and across the Right-of-Way dedication of Neidholt Addition in part, passing the Northwest corner of Lot 3, Block 1 of Neidholt Addition, being the Northeast corner of Lot 2, Block 1 of Neidholt Addition, continuing along the West line of Lot 3, Block 1 of Neidholt Addition, being the East line of Lot 2, Block 1 of Neidholt Addition, a distance of 417.47 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 17X, Block A of Old Grove Addition being the Southwest corner of Lot 3, Block 1 of Neidholt Addition, also being the Southeast corner of Lot 2, Block 1 of Neidholt Addition;

THENCE, S89°00'13"W, along the South lines of Lots 2 and 1, Block 1 of Neidholt Addition, being the North line of Lot 17X, Block A of Old Grove Addition in part, also being the North line of Lot 16, Block A of Old Grove Addition in part, a distance of 194.02 feet to the **POINT OF BEGINNING** and containing an area of 2.20 Acres, or (95815 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **TOLL DALLAS TX, LLC**, does hereby adopt this plat, designating herein described property as **OLD GROVE ADDITION, PHASE II** an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

OWNER: **TOLL DALLAS TX, LLC**, a Texas limited liability company

BY: _____ Date _____
Authorized Agent

NAME: _____
Print name

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Colleyville, Tarrant County, Texas.

PRELIMINARY
this document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

REPLAT OLD GROVE ADDITION, PHASE II LOTS 1-3X, BLOCK 1 2.20 ACRES

A REPLAT OF LOTS 1 & 2, BLOCK 1 OF NEIDHOLT ADDITION
RECORDED IN VOLUME 388-123, PAGE 64, P.R.T.C.T.
AND LOT 2X, BLOCK E OF OLD GROVE ADDITION
RECORDED IN CABINET A, PAGE 9807, P.R.T.C.T.,
D.J. BEDDO SURVEY, ABSTRACT NO. 232,
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Project

1912.003-01

Date

08/17/2020

Drafter

TAR



EAGLE SURVEYING, LLC

210 S. Elm Street, Suite: 104

Denton, TX 76201

(940) 222-3009

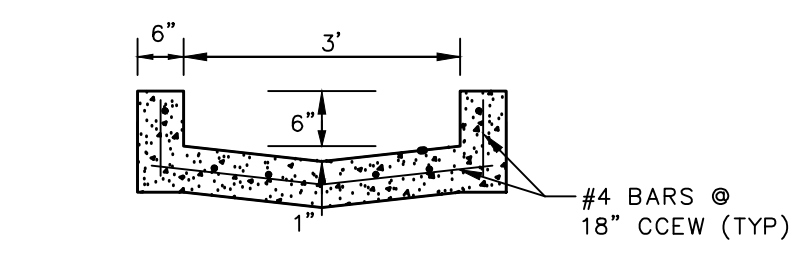
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

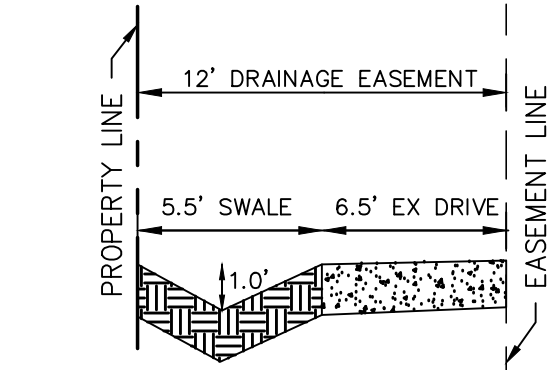
ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

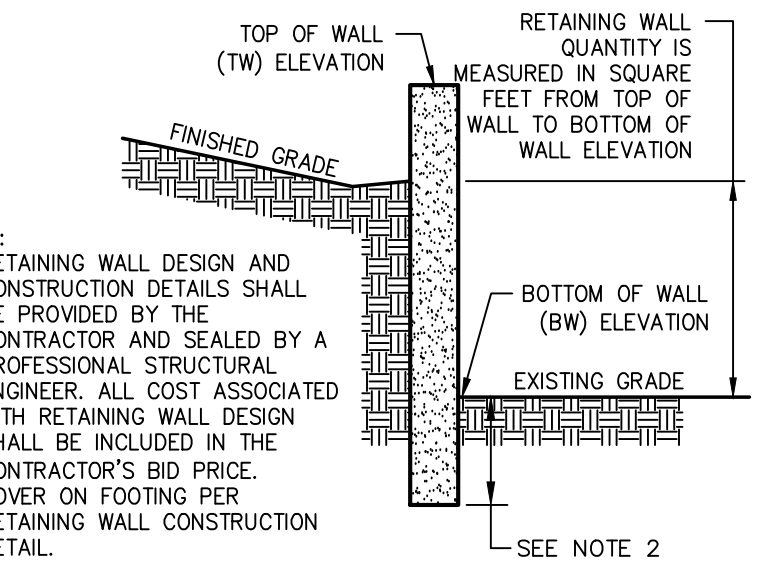
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FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



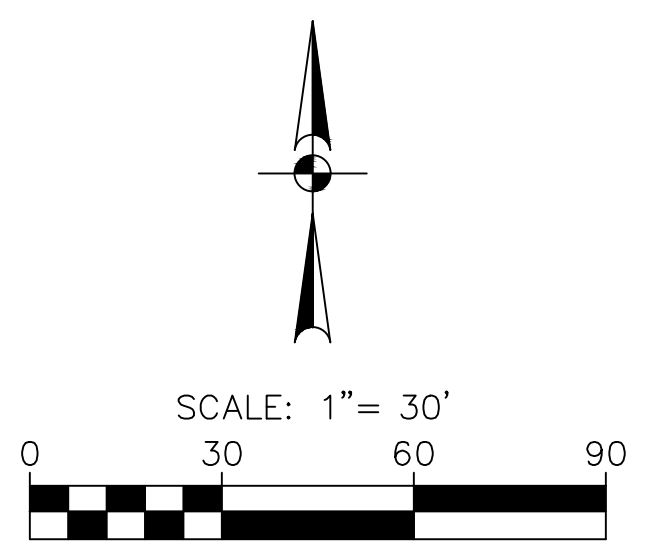
EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



RETAINING WALL GRADING DETAIL
NOT-TO-SCALE

UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



LEGEND

- PROPOSED CONTOUR
- EXISTING CONTOUR
- FLOW ARROW
- FINISHED PAD
- FLOW LINE
- TOP OF WALL
- BOTTOM OF WALL
- SWALE FLOW LINE
- PROPOSED RETAINING WALL

GRADING NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- ALL SPOT GRADES ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
- WALL INFORMATION SHOWN ON PLANS IS TO BE USED FOR HEIGHT AND LOCATION PURPOSES ONLY. ACTUAL WALL AND SLOPE STABILITY DESIGN BY OTHERS. ALL CONSTRUCTION ON SLOPES EXCEEDING 4:1 SHALL REQUIRE GEOTECHNICAL DESIGN FOR SLOPE AND SOIL STABILITY.
- *ALL CLAY SOIL USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95% AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698. THE COMPACTED MOISTURE CONTENT OF THE CLAYS DURING PLACEMENT SHOULD BE AT LEAST OPTIMUM AND NOT EXCEEDING FIVE (5) PERCENTAGE POINTS ABOVE OPTIMUM.
- *LIMESTONE OR OTHER ROCK-LIKE MATERIALS USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95 PERCENT AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698/ THE COMPACTED MOISTURE CONTENT DURING PLACEMENT SHOULD BE WITHIN PLUS OR MINUS THREE (3) PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. NO ROCK LARGER THAN SIX INCHES IN ITS GREATEST DIMENSION SHALL BE USED IN FILL WHEN THE FILL IS PLACED UNDER PADS, STREETS OR ANY OTHER AREAS THAT WILL HAVE ANY TYPE OF STRUCTURES.
- COMPACTION SHOULD BE ACCOMPLISHED BY PLACING THE FILL IN SIX INCH THICK LOOSE LIFTS AND COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. PARTICLE SIZES USED IN FILL SHALL BE LESS THAN SIX (6) INCHES DIAMETER.
- GRADING CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OFF-SITE OF ALL EXCAVATED AND CLEARED MATERIAL, WHICH SOILS LAB DECLARES UNSUITABLE FOR USE ON-SITE.
- CONTRACTOR TO SLOPE THE ADJACENT GROUND AWAY FROM BUILDING PAD TO ACHIEVE POSITIVE SURFACE DRAINAGE.
- INITIAL SITE GRADING SHALL BE COMPLETED TO A TOLERANCE OF PLUS OR MINUS ONE TENTH OF ONE FOOT IN STREETS AND PLUS OR MINUS THREE TENTHS OF ONE FOOT FOR THE BUILDING PADS. FINAL BUILDING PAD GRADING, TO BE DONE UPON COMPLETION OF PAVING AND UTILITY FACILITIES, SHALL BE PROVIDED TO A TOLERANCE OF PLUS OR MINUS TWO TENTHS OF ONE FOOT AT ALL FOUR CORNERS AND CENTER OF BUILDING PAD, IN ALL SWALES, AND LOT CORNERS.
- CONTRACTOR SHALL REPLACE ANY EROSION CONTROL MATERIALS AT THE END OF EACH WORK DAY IF SAID MATERIALS WERE REMOVED DURING THE DAY FOR EASE OF CONSTRUCTION OR ACCESS.
- NO PART OF ANY RETAINING WALL SHALL BE WITHIN CITY RIGHT-OF-WAY, OR CITY PROPERTY (I.E. PARK) INCLUDING FOOTING.
- REFERENCE GEOTECHNICAL ENGINEERING REPORT PREPARED BY SAM ENGINEERING AND TESTING, L.P., PROJECT NO. 141GXK12, DATED AUGUST 21, 2012 FOR PAVEMENT MATERIALS AND CONSTRUCTION REQUIREMENTS. CONTRACTOR SHALL MEET OR EXCEED ALL PAVING RECOMMENDATIONS.
- * APPLIES TO ALL AREAS OUTSIDE OF PUBLIC R.O.W. ONLY. REFER TO PAVING GENERAL CONSTRUCTION NOTES FOR DENSITY/MOISTURE REQUIREMENTS IN R.O.W.

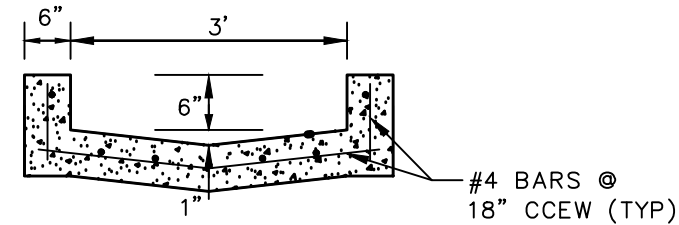
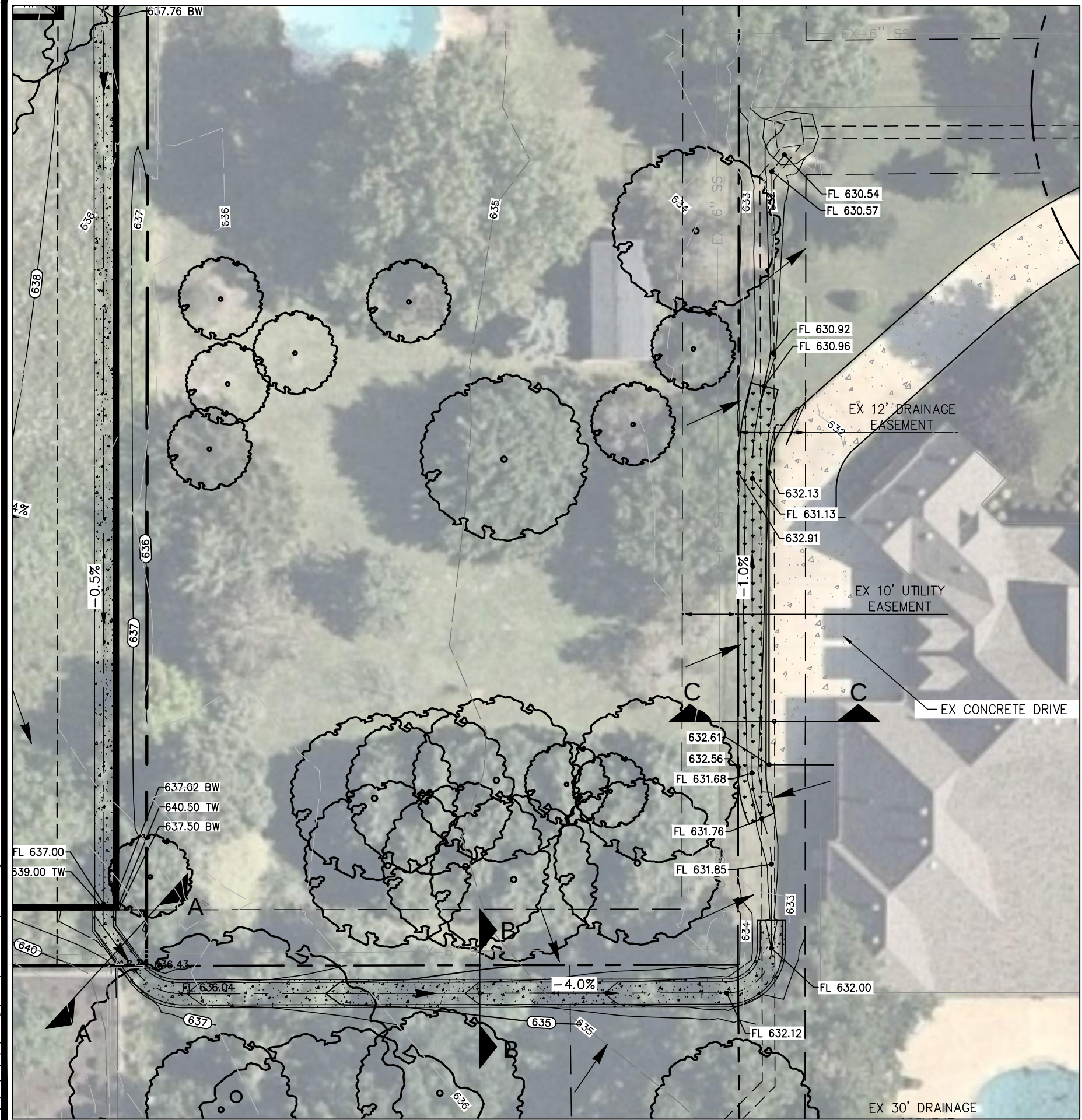
PAPE-DAWSON
ENGINEERS

FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 WEST FW, STE 700 | FORT WORTH, TX 76116 | 817.970.3688
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GRADING PLAN

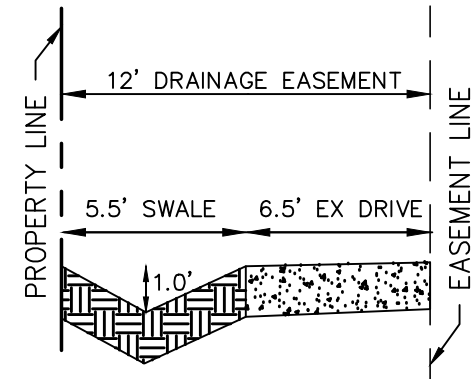
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DESIGNED	MLM
DRAWN	MLM
CHECKED	CB
DATE	OCTOBER 2020
SHEET	C4.0

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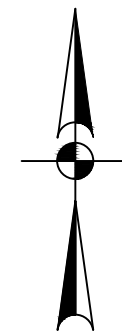
ALL CONCRETE UTILIZED SHALL HAVE A MINIMUM
COMPRESSIVE STRENGTH 4,000 PSI AT 28 DAYS
VERIFIED BY TESTING LABORATORY

FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



EARTHEN SWALE TO BE CONSTRUCTED WITH
LONGITUDINAL SLOPE OF 1% (MINIMUM) AND 4H:1V
SIDE SLOPE. SWALE ADJACENT TO EXISTING DRIVE
SHALL INSTALL GRASS-CRETE WHERE SIDE SLOPES
ARE 2H:1V (MAXIMUM).

EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



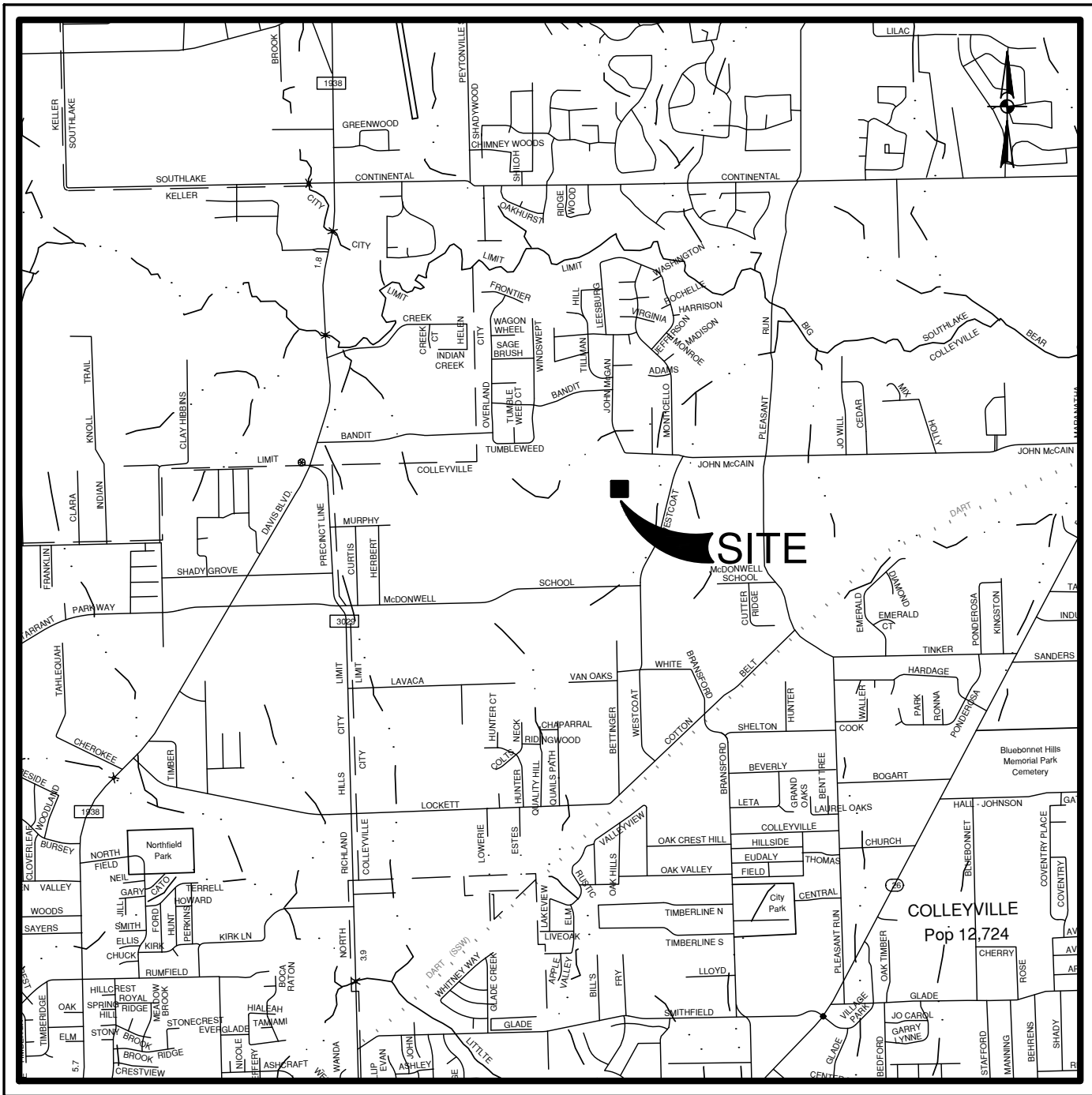
SCALE: 1" = 20'



OLD GROVE - GRADING AND DRAINAGE

COLLEYVILLE, TARRANT COUNTY, TEXAS

CIVIL CONSTRUCTION PLANS



LOCATION MAP
NOT-TO-SCALE

TOLL DALLAS TX, LLC
2555 SW GRAPEVINE PKWY, STE 100
GRAPEVINE, TEXAS 76051

OCTOBER 2020

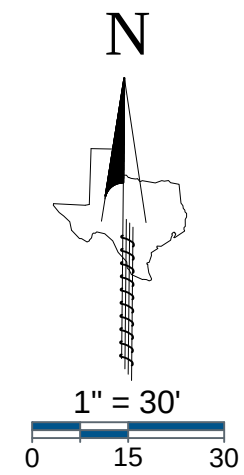
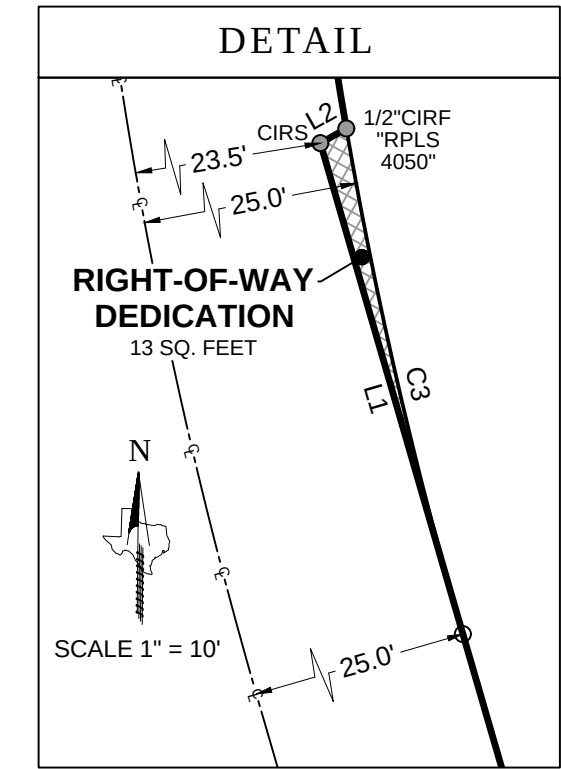
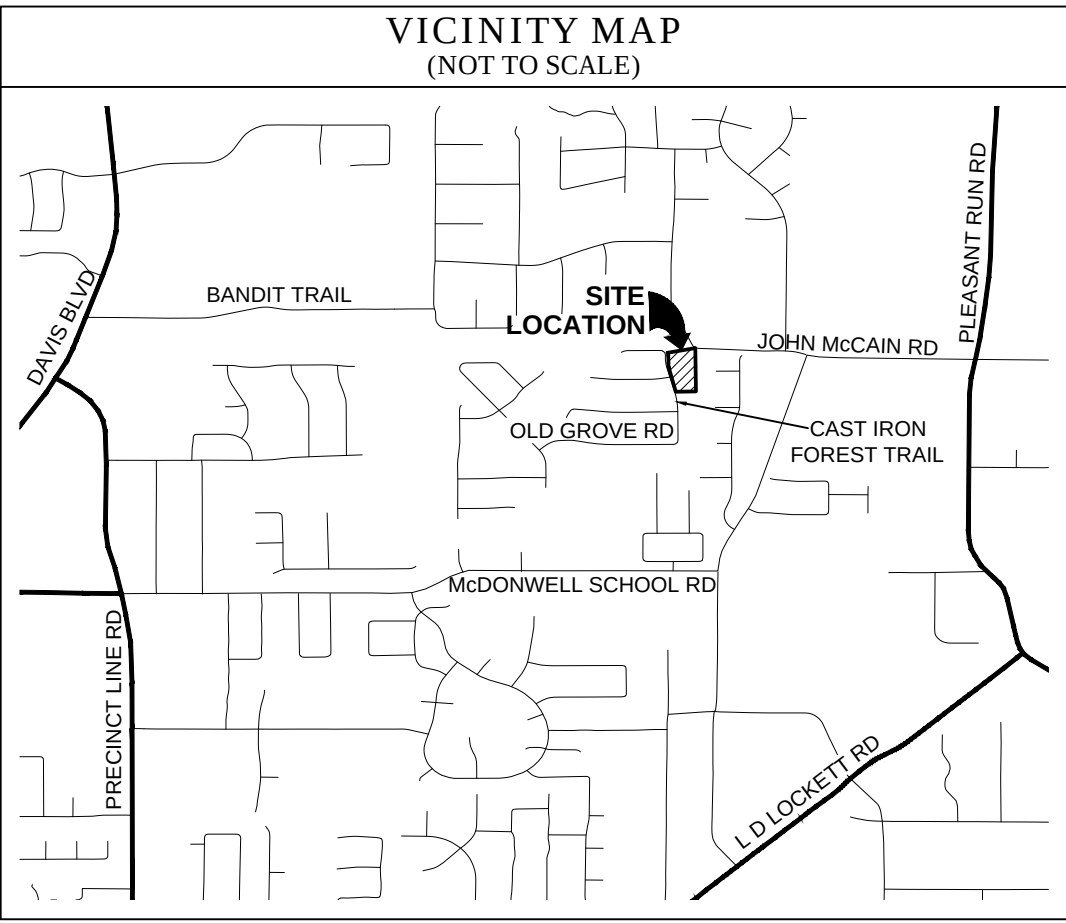


FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 WEST FWY, STE 700 | FORT WORTH, TX 76116 | 817.870.3668
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

SHEET INDEX

Sheet Description	Sheet No.
COVER SHEET	C0.0
FINAL PLAN	C1.0
GENERAL NOTES	C2.0
SITE & UTILITY PLAN	C3.0
GRADING PLAN	C4.0
EXISTING DRAINAGE AREA MAP	C5.0
PROPOSED DRAINAGE AREA MAP	C5.1
DRAINAGE & DETENTION PLAN	C5.2
DRAINAGE & DETENTION CALCULATIONS	C5.3
EROSION CONTROL PLAN	C6.0
CONSTRUCTION DETAILS	C7.0

THIS DOCUMENT IS
RELEASED FOR
"REVIEW PURPOSES"
UNDER THE
AUTHORIZATION OF
MATTHEW L. MALY,
P.E. #120494
OCTOBER 12, 2020.
IT IS NOT FOR
CONSTRUCTION OR
PERMIT PURPOSES.



GENERAL NOTES

- The purpose of this plat is to reconfigure former Lots 1 & 2 of the Neidholt Addition to face Cast Iron Forest Trail instead of John McCain Road.
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LEGEND

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VOL = VOLUME
CAB = CABINET
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CIRF = CAPPED IRON ROD FOUND
CIRS = CAPPED IRON ROD SET
DOC. NO. = DOCUMENT NUMBER
D.R.D.C.T. = DEED RECORDS,
DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DENTON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°10'52" W	26.62'
L2	N 60°22'47" E	1.55'
L3	S 80°18'51" W	30.68'
L4	N 27°26'57" W	30.45'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.35'	245.00'	8°44'07"	N 05°27'39" W	37.32'
C2	29.38'	75.00'	22°26'39"	N 12°19'05" W	29.19'
C3	27.04'	244.70'	6°19'50"	S 12°58'57" E	27.02'

PLANNING AND ZONING COMMISSION APPROVAL

Whereas, the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas, the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, **TOLL DALLAS TX, LLC**, is the owner of a 2.20 acre tract of land out of the D.J. Beddo Survey, Abstract Number 232, City of Colleyville, Tarrant County, Texas, being all of Lot 2X, Block E of Old Grove Addition, a subdivision of record in Cabinet A, Page 9807 of the Plat Records of Tarrant County, Texas, all of Lots 1 and 2, Block 1, and a portion of a Right-of-Way Dedication of Neidholt Addition, a subdivision of record in Volume 388-123, Page 64 of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the East Right-of-Way line of Cast Iron Forest Road (Variable Width R.O.W.) being the Northwest corner of Lot 16, Block A of Old Grove Addition, also being the Southwest corner of Lot 1, Block 1 of Neidholt Addition;

THENCE, N16°10'52"W, along the East Right-of-Way line of Cast Iron Forest Road being the West line of Lot 1, Block 1 of Neidholt Addition in part, also being the West line of the Right-of-Way Dedication of Neidholt Addition a distance of 248.30 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of the Right-of-Way Dedication of Neidholt Addition;

THENCE, N60°22'47"E, along the East Right-of-Way line of Cast Iron Forest Road being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 1.55 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 4050" found at the Southwest corner of Lot 2X, Block E of Old Grove Addition, also being the beginning of a non-tangent curve to the right;

THENCE, leaving the North line of the Right-of-Way dedication of Neidholt Addition along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the right, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N01°05'15"W, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, a distance of 71.04 feet to a 1/2" iron rod at the beginning of a non-tangent curve to the left;

THENCE, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the left, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N80°18'50"E, along the South line of Lot 1, Block E of Old Grove Addition being the North line of Lot 2X, Block E of Old Grove Addition, a distance of 267.95 feet to a 1/2" iron rod found in the Southwest Right-of-Way line of John McCain Road (Variable Width Right-of-Way) being the Southeast corner of Lot 1, Block E of Old Grove Addition, also being the East corner of Lot 2X, Block E of Old Grove Addition, also being a point in the North line of the Right-of-Way Dedication of Neidholt Addition;

THENCE, S85°34'15"E, along the Southwest Right-of-Way line of John McCain Road, being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 2.63 feet to a 1/2" iron rod with green cap stamped "EAGLE SURVEYING" set at the Northeast corner hereof;

THENCE, S00°51'07"E, leaving the South Right-of-Way line of John McCain Road, over and across the Right-of-Way dedication of Neidholt Addition in part, passing the Northwest corner of Lot 3, Block 1 of Neidholt Addition, being the Northeast corner of Lot 2, Block 1 of Neidholt Addition, continuing along the West line of Lot 3, Block 1 of Neidholt Addition, being the East line of Lot 2, Block 1 of Neidholt Addition, a distance of 417.47 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 17X, Block A of Old Grove Addition being the Southwest corner of Lot 3, Block 1 of Neidholt Addition, also being the Southeast corner of Lot 2, Block 1 of Neidholt Addition;

THENCE, S89°00'13"W, along the South lines of Lots 2 and 1, Block 1 of Neidholt Addition, being the North line of Lot 17X, Block A of Old Grove Addition in part, also being the North line of Lot 16, Block A of Old Grove Addition in part, a distance of 194.02 feet to the **POINT OF BEGINNING** and containing an area of 2.20 Acres, or (95815 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **TOLL DALLAS TX, LLC**, does hereby adopt this plat, designating herein described property as **OLD GROVE ADDITION, PHASE II** an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

OWNER: **TOLL DALLAS TX, LLC**, a Texas limited liability company

BY: _____
Authorized Agent Date

NAME: _____
Print name

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Colleyville, Tarrant County, Texas.

PRELIMINARY
this document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

REPLAT OLD GROVE ADDITION, PHASE II LOTS 1-3X, BLOCK 1 2.20 ACRES

A REPLAT OF LOTS 1 & 2, BLOCK 1 OF NEIDHOLT ADDITION
RECORDED IN VOLUME 388-123, PAGE 64, P.R.T.C.T.
AND LOT 2X, BLOCK E OF OLD GROVE ADDITION
RECORDED IN CABINET A, PAGE 9807, P.R.T.C.T.,
D.J. BEDDO SURVEY, ABSTRACT NO. 232,
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Project

1912.003-01

Date

08/17/2020

Drafter

TAR



EAGLE SURVEYING, LLC

210 S. Elm Street, Suite: 104

Denton, TX 76201

(940) 222-3009

TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

Date: Oct 12, 2020, 12:11pm User ID: rmmay
File: S:\projects\612133\01\2.0 Design\2.4 Civil\2.4.3 Plan Sheets\CH-61213301.dwg

GENERAL CONSTRUCTION NOTES

1.

ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF COLLEYVILLE AND GOVERNED BY THE CITY OF COLLEYVILLE INFRASTRUCTURE CONSTRUCTION PROVISIONS AND DETAILS (JULY 2014), TEXAS DEPARTMENT OF TRANSPORTATION TEXAS STANDARD SPECIFICATION 1993 EDITION, AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION.
2.

A COPY OF THE COLLEYVILLE INFRASTRUCTURE CONSTRUCTION PROVISIONS AND DETAILS (JULY 2014) CAN BE OBTAINED FROM THE FOLLOWING CITY WEBSITE:
WWW.COLLEYVILLE.COM/PUBLICWORKS/ENGINEERINGDIVISION/CONSTRUCTIONSTANDARDSANDETAILS
3.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF COLLEYVILLE STANDARDS WHERE THEY DIFFER FROM NCTCOG STANDARDS.
4.

WORK PERFORMED IN THE STATE HIGHWAY RIGHT-OF-WAY, AN APPLICATION AND APPROPRIATE PLANS MUST BE SUBMITTED DIRECTLY TO TXDOT FOR REVIEW.
5.

A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT. CONTACT NUMBER 817-503-1366.
6.

THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

UNDERGROUND FACILITY OWNER

811 (214) 869-8352

AT&T (214) 745-2964

AT&T TEXAS (CALL DIGTESS) (800) 344-8377

ATMOS ENERGY (817) 359-1313

CHARTER COMMUNICATIONS (817) 822-8745

CITY OF COLLEYVILLE (817) 748-8082

DIGTESS (LINE LOCATES) (800) 344-8377

8LEVEL (3) COMMUNICATIONS (877) 366-8344

ONCOR ELECTRIC DELIVERY (817) 215-6688

ONE SOURCE COMMUNICATIONS (817) 692-6042

TRI COUNTY ELECTRIC (817) 431-1541

VERIZON ENGINEERING (972) 578-3354

7.

WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE INSPECTOR AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.

8.

ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P. PG. 128 - 137, AND ANY AMENDMENTS THERETO.

9.

THIS ITEM SHALL GOVERN THE CONTROL MEASURES NECESSARY TO PREVENT AND CONTROL SOIL EROSION, SEDIMENTATION, AND WATER POLLUTION WHICH MAY DEGRADE RECEIVING WATERS INCLUDING RIVERS, STREAMS, LAKES, RESERVOIRS, GROUND WATER, AND WETLANDS. THE CONTROL MEASURES CONTAINED HEREIN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION CONTRACT AND COORDINATED WITH ANY PERMANENT OR TEMPORARY POLLUTION CONTROL FEATURES SPECIFIED ELSEWHERE ON THE PLANS AND IN THE SPECIFICATIONS TO ASSURE EFFECTIVE AND CONTINUOUS WATER POLLUTION CONTROL THROUGHOUT THE CONSTRUCTION AND POST CONSTRUCTION PERIODS. THESE CONTROL MEASURES SHALL NOT BE USED AS A SUBSTITUTE FOR THE PERMANENT POLLUTION CONTROL MEASURES UNLESS OTHERWISE DIRECTED BY THE CITY IN WRITING. THE CONTROLS MAY INCLUDE SILT FENCES, STRAW BALE DIKES, ROCK BERMS, DIVERSION DIKES, INTERCEPTOR SWALES, SEDIMENT TRAPS, AND BASINS. PIPE SLOPE DRAINS, INLET PROTECTION, STABILIZED CONSTRUCTION ENTRANCES, SEEDING, MULCHING, SOIL RETENTION BLANKETS OR OTHER STRUCTURAL OR NON-STRUCTURAL STORM WATER POLLUTION CONTROL.

10.

THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, SPRINKLER SYSTEMS, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

11.

ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.
12.

RECORD DRAWINGS: THE CONTRACTOR SHALL KEEP ONE (1) RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE DRAWINGS SHALL BE AVAILABLE TO THE ENGINEER AND THE CITY AND SHALL BE DELIVERED TO THE CITY UPON COMPLETION OF THE PROJECT AND PRIOR TO THE RELEASE OF FINAL PAYMENT AND/OR INITIAL ACCEPTANCE LETTER.

13.

THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

14.

THE CONTRACTOR MUST FIELD VERIFY EXISTING SERVICE LOCATIONS PRIOR TO INSTALLING NEW SERVICES. WHEN INSTALLING A NEW WATER LINE, ALL EXISTING SERVICES MUST BE CONNECTED TO THE NEW LINE OR AS DIRECTED BY THE CITY ENGINEER.

15.

THE CONTRACTOR SHALL KEEP RECORDS FOR RECORD DRAWINGS AND SHALL SUBMIT MARKUPS TO THE CITY INSPECTOR PRIOR TO SCHEDULING A FINAL WALKTHROUGH INSPECTION.

16.

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM THE GENERAL CONTRACTOR, SUB-CONTRACTORS, THE DESIGN ENGINEER, AND THE CITY OF COLLEYVILLE STAFF.

17.

ALL CONSTRUCTION MUST ADHERE TO THE CITY OF COLLEYVILLE TREE PRESERVATION ORDINANCE
- WATER IMPROVEMENTS
1.

THE CONTRACTOR MUST FIELD VERIFY EXISTING SERVICE LOCATIONS PRIOR TO INSTALLING NEW SERVICES.

2.

WHEN INSTALLING A NEW WATER LINE, ALL EXISTING SERVICES MUST BE CONNECTED TO THE NEW LINE.

3.

ALL WATER METERS UP TO 2" IN DIAMETER SHALL BE INSTALLED BY CITY PERSONNEL. ALL WATER METERS EXCEEDING 2" DIAMETER SHALL BE INSPECTED AND ACCEPTED BY CITY A OF COLLEYVILLE REPRESENTATIVE.

4.

FIRE HYDRANTS SHALL BE LOCATED THREE TO EIGHT FEET BEHIND THE BACK OF CURB AS SHOWN IN THE DETAILS. THIS WILL ALSO INCLUDE SPLASH PADS WHICH ARE CONSIDERED SUBSIDIARY TO THE FIRE HYDRANT PLACEMENT.

5.

ALL WATER LINES 4" THRU 12" SHALL BE CLASS 150(DR18) AND CONFORM TO AWWA C-900 DR-18 MINIMUM, WITH NSF SEAL, PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH NCTCOG STD. SPECS. (SEE C1.7)WATER MAINS TO HAVE A MINIMUM OF 42" COVER TO THE TOP OF PIPE.

6.

SERVICE LINE CONNECTORS, UNDER 2" SHALL BE CLASS K SOFT COPPER AND CONNECTED WITH COMPRESSION FITTINGS. ALL TAPS AND SERVICES SHALL BE CONSTRUCTED AS 1" OR LARGER. ¾" TAPS AND SERVICE LINES ARE PROHIBITED.

7.

WATER SERVICES SHALL BE BACKFILLED IN GRANULAR SAND AS PER DETAILS.

8.

WATER SERVICES SHOULD BE LOCATED AT THE PROPERTY LINE. EACH LOCATION IS TO BE STAMPED ON THE CURB WITH 2" HIGH LETTER "W".

9.

WATER METER BOXES WILL BE INSTALLED AFTER PAVING ACTIVITIES HAVE BEEN COMPLETED.

10.

CURB STOPS SHOULD BE TESTED FOR LEAKAGE AND FULL FLOW WHEN SYSTEM IS PRESSURE TESTED.

11.

ALL FIRE HYDRANT ASSEMBLIES TO BE EQUIPPED WITH A 6" GATE VALVE AND BOX SHALL BE INSTALLED AS PER THE DETAILS. HYDRANTS WILL BE SHALL BE PAINTED KEMULSTER RED PRIOR TO ACCEPTANCE BY THE CITY. THE CONTRACTOR SHALL PUT 2 COATS OF PAINT OR UNTIL APPROVED BY THE CITY.

12.

ANY WATER VALVES LOCATED WITHIN PAVEMENT AREAS SHALL BE ADJUSTED TO FINAL GRADE BY THE PAVING CONTRACTOR. THE PAVING CONTRACTOR SHALL ADJUST WATER VALVE ASSEMBLY TO FINAL GRADE AND PLACE A MONOLITHICALLY. (CONCRETE PAD IN HMAC) NO BLOCK OUTS WILL BE ALLOWED.

13.

FIRE HYDRANTS SHALL BE EQUIPPED WITH 4-1/2" STORZ ADAPTER FOR CONNECTION WITH 5" HOSE.

14.

WHEN A WATER LINE IS BORED, THE CASING SHALL BE CAPPED AND VALVES ADDED ON EITHER SIDE.

15.

ALL FITTINGS AND BENDS SHALL HAVE MEGA LUG RETAINER GLANDS IN ADDITION TO STANDARD THRUST BLOCKING AS REQUIRED BY STANDARD DETAILS.

16.

FOR VALVES WITH OPERATING NUTS 6" BELOW GROUND SHALL BE INSTALLED WITH A 1AND1/4" SOLID STEM EXTENSION (DETAIL W-1).
- SANITARY SEWER IMPROVEMENTS
1.

SANITARY SEWER PVC PIPE SHALL BE SDR 35 IF DEPTH OF LINE IS 10' OR LESS AND SDR 26 IF DEPTH OF LINE IS GREATER THAN 10'.

2.

PIPE SHALL HAVE CL. B (S-8) EMBEDMENT, OR BETTER. BACKFILL SHALL BE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR DENSITY.

3.

AFTER COMPLETION OF ALL TESTING (I.E. MANDREL & AIR) CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE VIDEOTAPE TO PW INSPECTIONS.

4.

A 2" HIGH LETTER "S" SHALL BE STAMPED ON THE CURB TO MARK THE LOCATION OF THE SEWER SERVICES. THE SERVICE SHOULD BE LOCATED IN THE CENTER OF EACH LOT.

5.

CONTRACTOR TO PLACE A 3/4" PLYWOOD FALSE BOTTOM IN ALL SANITARY SEWER MANHOLES BEFORE PAVING CONTRACTOR BEGINS WORK.

6.

RIM ELEVATIONS OF THE PROPOSED SANITARY SEWER MANHOLES IN STREETS ARE TO BE CONSTRUCTED BY UTILITY CONTRACTOR AND ADJUSTED BY PAVING CONTRACTOR TO FINISHED GRADE AT TIME OF PAVING. BLOCK OUTS ARE NOT ALLOWED.

7.

MANHOLES 10' IN DEPTH OR LESS SHALL BE 4FT IN DIAMETER. 10 FT. PLUS OR DROP MANHOLES SHALL BE 5FT. IN DIAMETER.

8.

ALL DROP MANHOLES SHALL BE INSIDE DROPS AS PER DETAIL S-4.

9.

ALL TRENCHES SHALL BE COMPACTION TESTED AT THE RATE OF ONE TEST PER 300 L.F. OF TRENCH PER LIFT. LIFTS SHALL BE NO GREATER THAN 12" LOOSE. TESTS SHALL BE STAGGERED SO THAT TESTS OF ADJACENT LIFTS ARE NOT DIRECTLY OVER THE PREVIOUS LIFT. IF THE DISTANCE BETWEEN MANHOLES EXCEEDS 300 L.F., A MINIMUM OF 2 TESTS PER LIFT SHALL BE TAKEN OR AS DIRECTED BY THE CITY. THE PAVING CONTRACTOR SHALL NOT BEGIN WORK UNTIL THE CITY OF COLLEYVILLE HAS APPROVED ALL TRENCH WORK.

10.

ALL MANHOLES SHALL BE VACUUMED TESTED.

11.

ANY SERVICE TIE-IN TO AN EXISTING MANHOLE MUST BE CORED.

12.

CLEAN-OUTS TO BE PROVIDED ON ALL SERVICES AND LOCATED AT THE PROPERTY/ROW LINE.
- STORM DRAINAGE IMPROVEMENTS
1.

ALL STORM SEWER AND CULVERT PIPE AND FITTINGS SHALL BE ASTM C76, CLASS III, IV, V REINFORCED CONCRETE PIPE (RCP), INSTALLED WITH A BELL AND A SPIGOT AND JOINTED WITH RAM NECK.

2.

BACKFILL SHALL BE ¾ TO 1" ROCK, 6" MINIMUM FOR THE BEDDING (MORE IF GROUND WATER IS ENCOUNTERED), AND ROCK PLACED UP TO THE CENTER OR SPRING LINE OF THE PIPE. TRENCH SHALL BE EXCAVATED WIDE ENOUGH TO GET A MECHANICAL TAMPER BESIDE THE PIPE TO ACHIEVE 95% DENSITY.

3.

AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE A VIDEOTAPE TO THE PUBLIC WORKS DEPARTMENT INSPECTIONS.

4.

INSTALL A BENCHMARK ON A DRAINAGE STRUCTURE WITHIN OR NEAR THE SITE. A LETTER INCLUDING THE LOCATION AND ELEVATION OF THE BENCHMARK MUST BE SUBMITTED TO PUBLIC WORKS PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT AS WELL AS IN THE GIS ASSETS FORM.

5.

ALL STORM SEWER PIPES LARGER THAN 36" MUST BE WIPED WITH NON-SHRINK GROUT AFTER INSPECTION AND APPROVAL.

6.

NO PRE-CAST INLETS ARE ALLOWED.
- OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GENERAL NOTES
- JOB NO.

61233-01

DESIGNED

MLM

DRAWN

MLM

CHECKED

CB

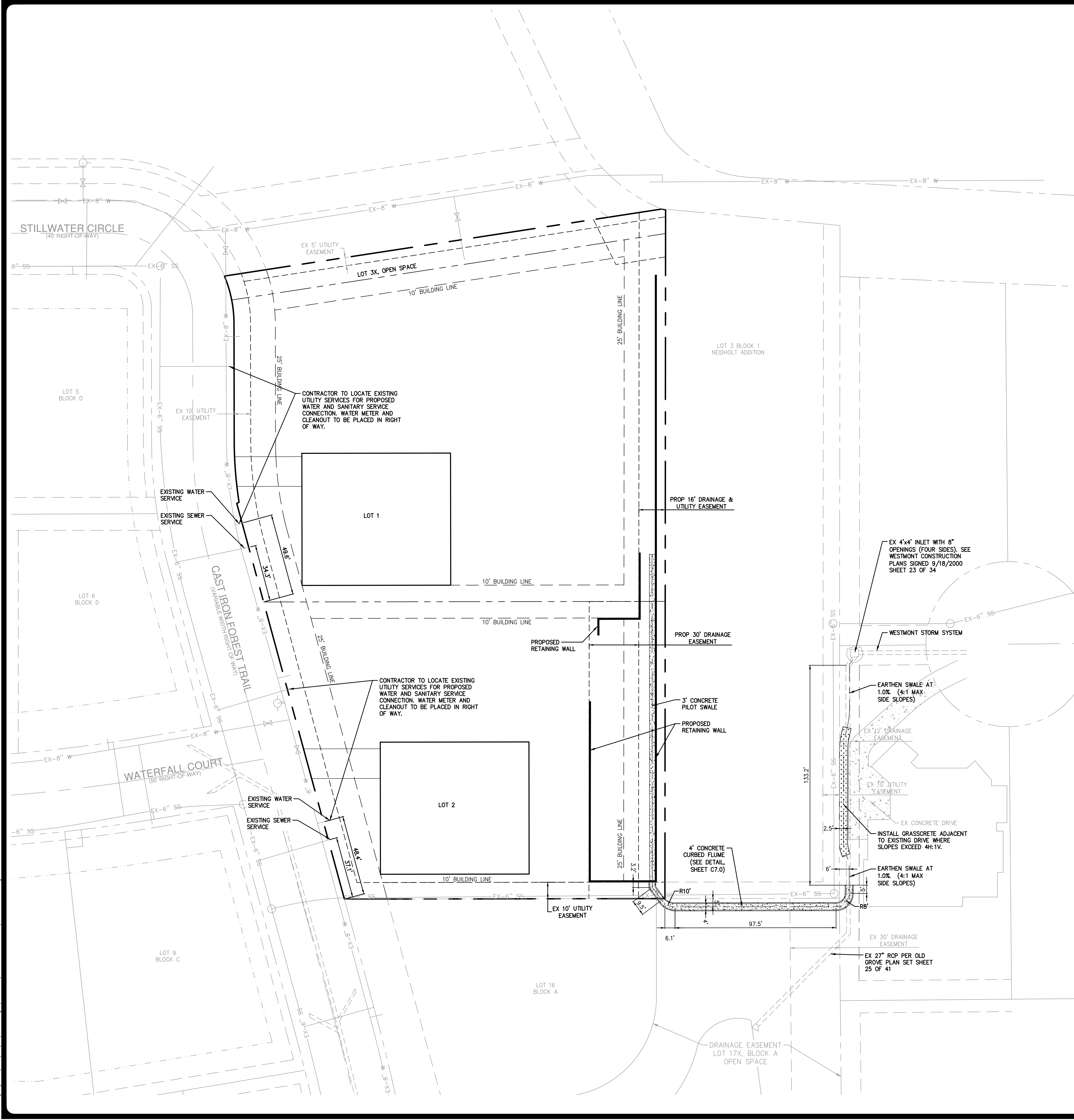
DATE

OCTOBER 2020

SHEET

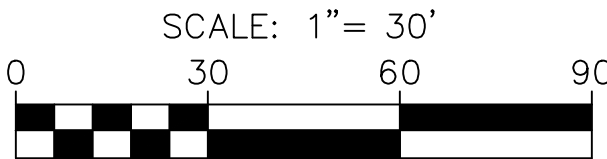
C2.0
- PAPE-DAWSON
ENGINEERS**
FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6800 WEST FWY, STE 700 | FORT WORTH, TX 76116 | 817.870.3688
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #479
- | NO. | REVISION | DATE |
|-----|----------|------|
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- THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF MATTHEW L. MALY, P.E. #12084
OCTOBER 12, 2020.
IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
- CONSTRUCTION DOCUMENTS

Date: Oct 12, 2020, 12:11pm User ID: rmmay
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UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



LEGEND

EX-W	EXISTING WATER LINE
EX-GV	EXISTING GATE VALVE
EX-FH	EXISTING FIRE HYDRANT
EX-SS	EXISTING SANITARY SEWER LINE
EX-SM	EXISTING SANITARY SEWER MANHOLE

NOTES

- ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND WILL BE CONFIRMED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- THIS PLAN REFLECTS NO CONSTRUCTION OF PUBLIC WORKS OR SANITARY SEWER INFRASTRUCTURE. CONTRACTOR TO LOCATE EXISTING WATER AND SANITARY SEWER STUBS BUILT AS PART OF OLD GROVE PHASE 1. PREPARED BY GODWIN MARSHALL, DATED 3/21/2004.

OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
SITE & UTILITY PLAN

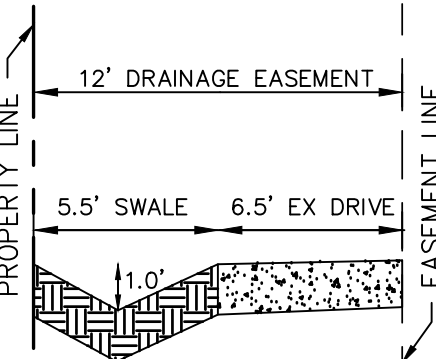
JOB NO.	61233-01
DESIGNED	MLM
DRAWN	MLM
CHECKED	CB
DATE	OCTOBER 2020
SHEET	C3.0

THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF MATTHEW L. MALY, P.E. #120494
OCTOBER 12, 2020.
IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

PAPE-DAWSON ENGINEERS
FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 WEST FWY, STE 700 | FORT WORTH, TX 76116 | 817.970.3688
TEXAS BOARD OF PROFESSIONAL ENGINEERS FPM REGISTRATION #470

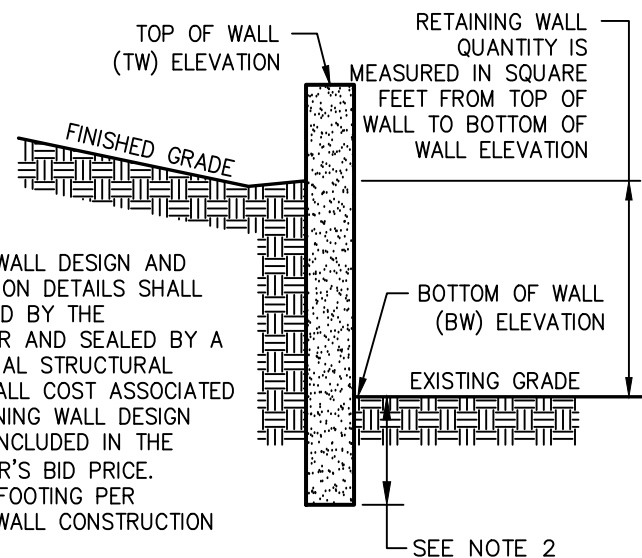


NOT-TO-SCALE



EARTHEN SWALE TO BE CONSTRUCTED WITH LONGITUDINAL SLOPE OF 1% (MINIMUM) AND 4H:1V SIDE SLOPE. SWALE ADJACENT TO EXISTING DRIVE SHALL INSTALL GRASS-CRETE WHERE SIDE SLOPES ARE 2H:1V (MAXIMUM).

NOT-TO-SCALE



- ## NOTES

1. RETAINING WALL DESIGN AND CONSTRUCTION DETAILS SHALL BE PROVIDED BY THE CONTRACTOR AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER. ALL COST ASSOCIATED WITH RETAINING WALL DESIGN SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE.
2. COVER ON FOOTING PER RETAINING WALL CONSTRUCTION DETAIL.

NOT-TO-SCALE

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SCALE: 1"= 30'



The diagram illustrates the relationship between proposed and existing contours and various ground features. It consists of several horizontal lines and labels:

- PROPOSED CONTOUR:** Represented by a solid line with a circled '67.8' above it.
- EXISTING CONTOUR:** Represented by a dashed line with '67.8' above it.
- FLOW ARROW:** A solid arrow pointing to the right.
- FINISHED PAD:** A solid line segment.
- FP:** A label for the Finished Pad.
- FL:** A label for the Flow Line.
- TW:** A label for the Top of Wall.
- TOP OF WALL:** A label for the Top of Wall.
- BW:** A label for the Bottom of Wall.
- BOTTOM OF WALL:** A label for the Bottom of Wall.
- SWALE FLOW LINE:** A dashed line with a solid arrow pointing to the right.
- PROPOSED RETAINING WALL:** A solid line with a dashed line above it.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH PROVISIONS OUTLINED IN F.H.A.
DATA SHEET 79G AND/OR THE SPECIFICATIONS PREPARED BY THE SOILS ENGINEER.

1. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
 2. ALL SPOT GRADES ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
 3. WALL INFORMATION SHOWN ON PLANS IS TO BE USED FOR HEIGHT AND LOCATION PURPOSES ONLY. ACTUAL WALL AND SLOPE STABILITY DESIGN BY OTHERS. ALL CONSTRUCTION ON SLOPES EXCEEDING 4:1 SHALL REQUIRE GEOTECHNICAL DESIGN FOR SLOPE AND SOIL STABILITY.
 4. *ALL CLAY SOIL USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95% AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698. THE COMPACTED MOISTURE CONTENT OF THE CLAYS DURING PLACEMENT SHOULD BE AT LEAST OPTIMUM AND NOT EXCEEDING FIVE (5) PERCENTAGE POINTS ABOVE OPTIMUM.
 5. *LIMESTONE OR OTHER ROCK-LIKE MATERIALS USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95 PERCENT AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698/ THE COMPACTED MOISTURE CONTENT DURING PLACEMENT SHOULD BE WITHIN PLUS OR MINUS THREE (3) PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. NO ROCK LARGER THAN SIX INCHES IN ITS GREATEST DIMENSION SHALL BE USED IN FILL WHEN THE FILL IS PLACED UNDER PAVES, STREETS OR OTHER AREAS THAT WILL HAVE ANY TYPE OF STRUCTURES.
 6. COMPACTION SHOULD BE ACCOMPLISHED BY PLACING THE FILL IN SIX INCH THICK LIFTES AND COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. PARTICLE SIZES USED IN FILL SHALL BE LESS THAN SIX (6) INCHES DIAMETER.
 7. GRADING CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OFF-SITE OF ALL EXCAVATED AND CLEARED MATERIAL, WHICH SOILS LAB DECLARES UNSUITABLE FOR USE ON-SITE.
 8. CONTRACTOR TO SLOPE THE ADJACENT GROUND AWAY FROM BUILDING PAD TO ACHIEVE POSITIVE SURFACE DRAINAGE.
 9. INITIAL SITE GRADING SHALL BE COMPLETED TO A TOLERANCE OF PLUS OR MINUS ONE TENTH OF ONE FOOT IN STREETS AND PLUS OR MINUS THREE TENTHS OF ONE FOOT FOR THE BUILDING PAD. FINAL BUILDING PAD GRADING TO BE DONE UPON COMPLETION OF PAVING AND UTILITY FACILITIES. SHALL BE PROVIDED TO A TOLERANCE OF PLUS OR MINUS TWO TENTHS OF ONE FOOT AT ALL FOUR CORNERS AND CENTER OF BUILDING PAD, IN ALL SWALES, AND LOT CORNERS.
 10. CONTRACTOR SHALL REPLACE ANY EROSION CONTROL MATERIALS AT THE END OF EACH WORK DAY IF SAID MATERIALS WERE REMOVED DURING THE DAY FOR EASE OF CONSTRUCTION OR ACCESS.
 11. NO PART OF ANY RETAINING WALL SHALL BE WITHIN CITY RIGHT-OF-WAY, OR CITY PROPERTY (I.E. PARK) INCLUDING FOOTING.
 12. REFERENCE GEOTECHNICAL ENGINEERING REPORT PREPARED BY SAM ENGINEERING AND TESTING, L.P., PROJECT NO. 141(XB)K12, DATED AUGUST 21, 2012 FOR PAVEMENT MATERIALS AND CONSTRUCTION REQUIREMENTS. CONTRACTOR SHALL MEET OR EXCEED ALL PAVING RECOMMENDATIONS.
- * APPLIES TO ALL AREAS OUTSIDE OF PUBLIC R.O.W. ONLY. REFER TO PAVING GENERAL CONSTRUCTION NOTES FOR DENSITY/MOISTURE REQUIREMENTS IN R.O.W.

* APPLIES TO ALL AREAS OUTSIDE OF PUBLIC R.O.W. ONLY. REFER TO PAVING
GENERAL CONSTRUCTION NOTES FOR DENSITY/MOISTURE REQUIREMENTS IN R.O.W.



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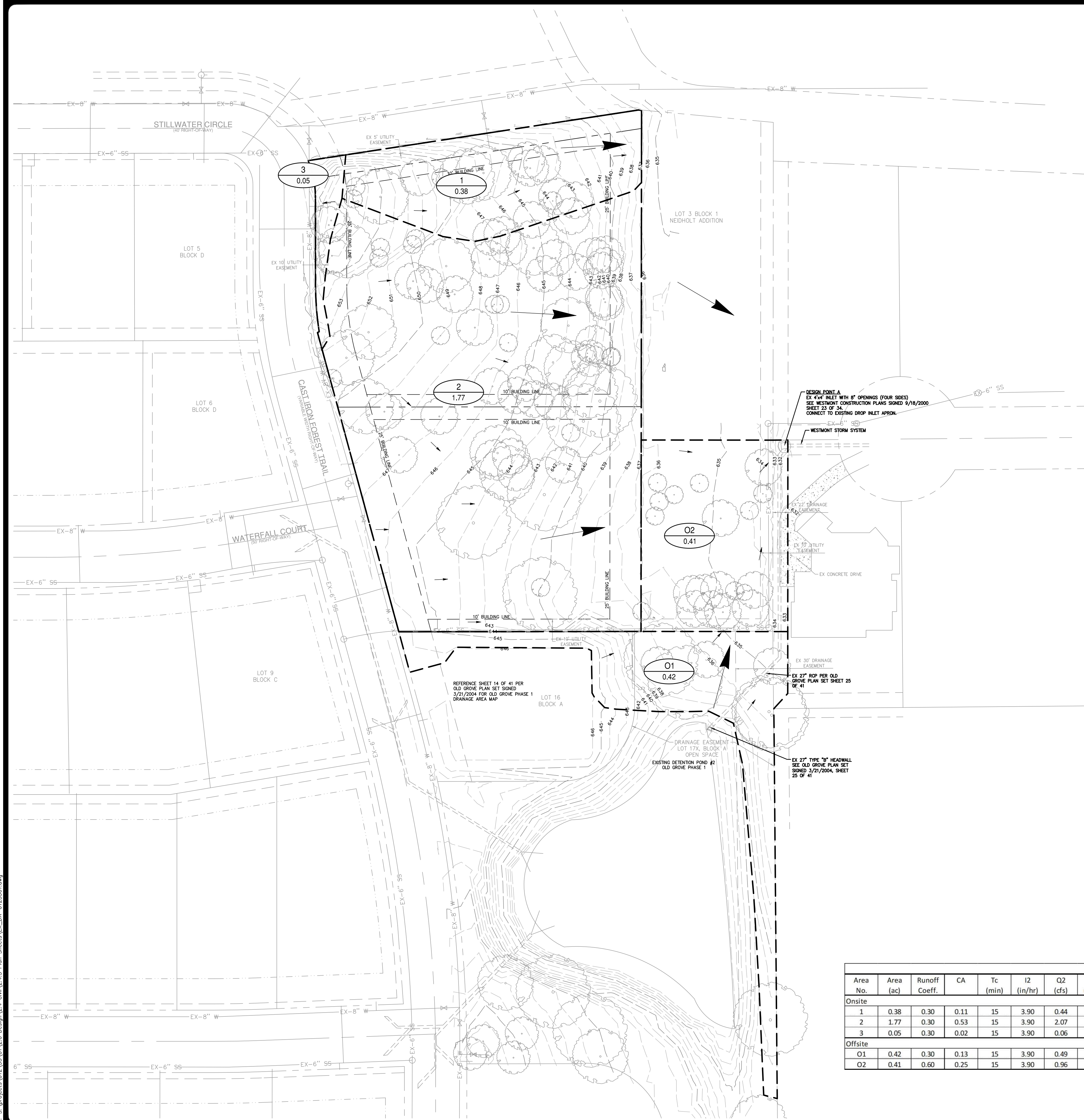
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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GRADING PLAN

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C4.0

CONSTRUCTION DOCUMENTS

Date: Oct 12, 2020, 12:11pm User: D: rmmjy
File: S:\Projects\61233\02.03 Design\2.4 Civil\2.4.3 Plan Sheets\EX_DA-6123301.dwg



UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



SCALE: 1" = 40'



LEGEND

- EXISTING CONTOUR
- EXISTING DRAINAGE AREA
- EXISTING DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN

A=1
1.00

DRAINAGE AREA
ACRES

NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.

PRE-DEVELOPMENT DRAINAGE AREA CALCULATIONS																		Notes
Area No.	Area (ac)	Runoff Coeff.	CA	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q5 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)		
Onsite																		
1	0.38	0.30	0.11	15	3.90	0.44	4.86	0.55	5.53	0.63	6.46	0.74	7.20	0.82	7.98	0.91	Sheet flow to existing bar ditch	
2	1.77	0.30	0.53	15	3.90	2.07	4.86	2.58	5.53	2.94	6.46	3.43	7.20	3.82	7.98	4.24	Sheet flow to Design Point A	
3	0.05	0.30	0.02	15	3.90	0.06	4.86	0.07	5.53	0.08	6.46	0.10	7.20	0.11	7.98	0.12	Sheet flow to Cast Iron Forest Trail	
Offsite																		
O1	0.42	0.30	0.13	15	3.90	0.49	4.86	0.61	5.53	0.70	6.46	0.81	7.20	0.91	7.98	1.00	Sheet flow to Design Point A	
O2	0.41	0.60	0.25	15	3.90	0.96	4.86	1.20	5.53	1.36	6.46	1.59	7.20	1.77	7.98	1.96	Sheet flow to Design Point A	

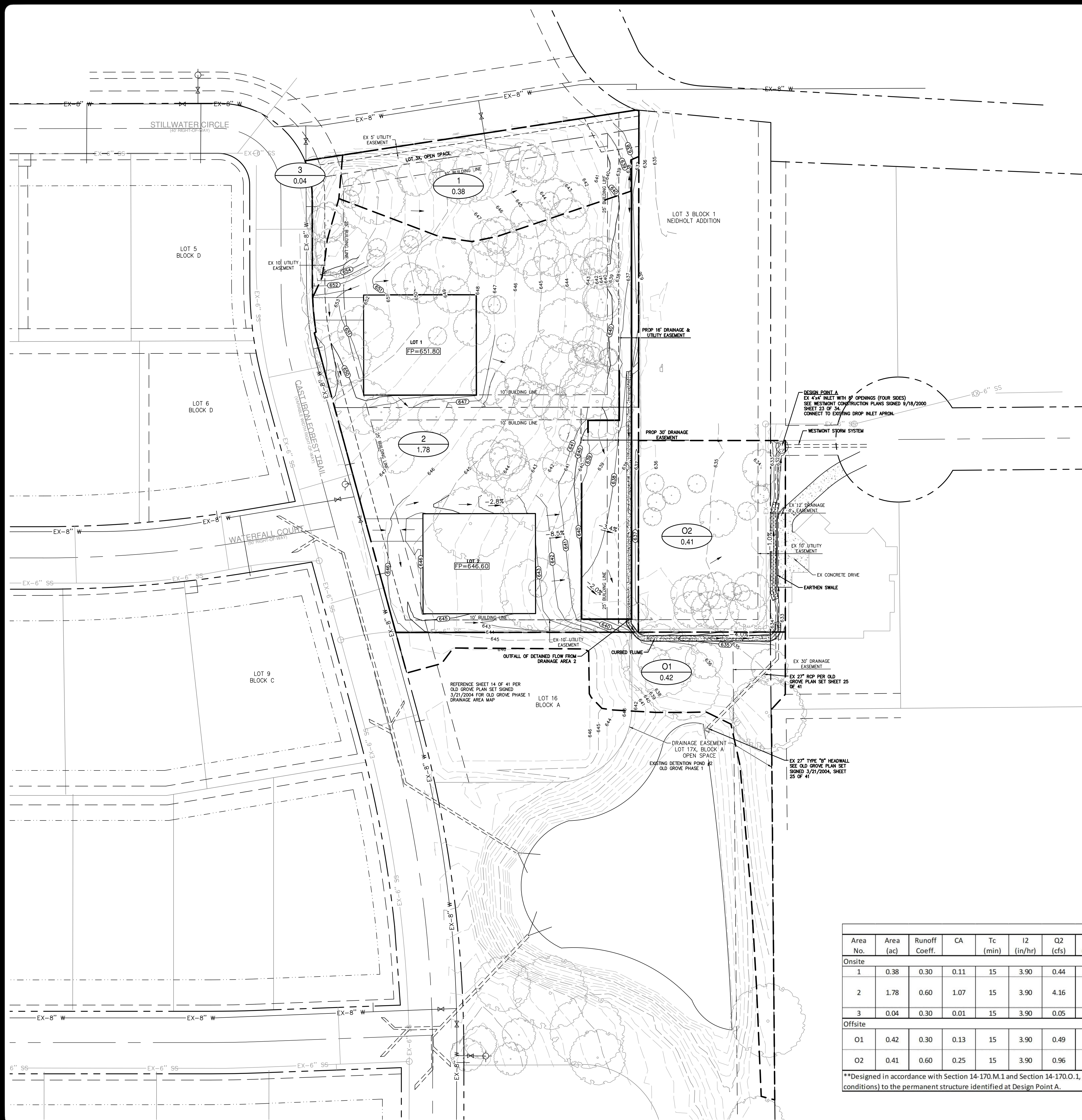
OLD GROVE - GRADING AND DRAINAGE SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL COLLEYVILLE, TEXAS EXISTING DRAINAGE AREA MAP

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C5.0

THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF MATTHEW L. MALY, P.E. #120494
OCTOBER 12, 2020.
IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

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UTILITY NOTE

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SCALE: 1" = 40'



LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED DRAINAGE AREA
- PROPOSED FLOW LINE
- PROPOSED DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN
- DRAINAGE AREA
- ACRES

NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.

POST-DEVELOPMENT DRAINAGE AREA CALCULATIONS																	Notes
Area No.	Area (ac)	Runoff Coeff.	CA	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q5 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)	
Onsite																	Sheet flow to existing bar ditch **Detained to existing conditions and routed to Design Point A via curbed flume and earthen swale Sheet flow to Cast Iron Forest Trail
1	0.38	0.30	0.11	15	3.90	0.44	4.86	0.55	5.53	0.63	6.46	0.74	7.20	0.82	7.98	0.91	
2	1.78	0.60	1.07	15	3.90	4.16	4.86	5.19	5.53	5.91	6.46	6.90	7.20	7.69	7.98	8.52	
3	0.04	0.30	0.01	15	3.90	0.05	4.86	0.06	5.53	0.07	6.46	0.08	7.20	0.09	7.98	0.10	
Offsite																	Sheet flow to Design Point A via curbed flume and earthen swale Sheet flow to Design Point A via earthen swale
O1	0.42	0.30	0.13	15	3.90	0.49	4.86	0.61	5.53	0.70	6.46	0.81	7.20	0.91	7.98	1.00	
O2	0.41	0.60	0.25	15	3.90	0.96	4.86	1.20	5.53	1.36	6.46	1.59	7.20	1.77	7.98	1.96	
**Designed in accordance with Section 14-170.M.1 and Section 14-170.O.1, of the City of Colleyville's Land Development Code, to convey developed flow (detained on-site to 4.23 cfs equivalent to existing conditions) to the permanent structure identified at Design Point A.																	

**Designed in accordance with Section 14-170.M.1 and Section 14-170.O.1, of the City of Colleyville's Land Development Code, to convey developed flow (detained on-site to 4.23 cfs equivalent to existing conditions) to the permanent structure identified at Design Point A.

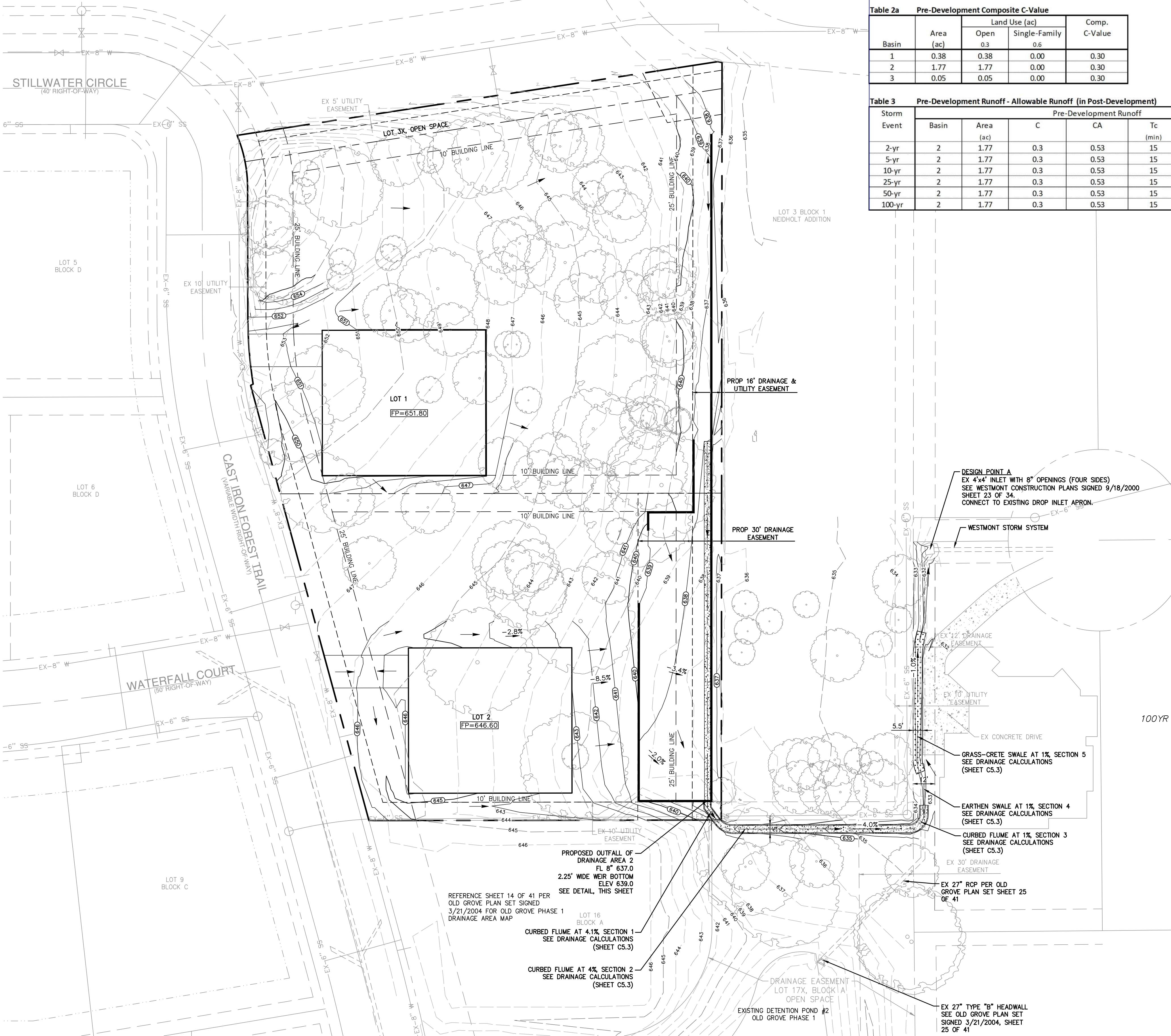
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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
PROPOSED DRAINAGE AREA MAP

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C5.1

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Old Grove - Phase II at Cast Iron Forest Trail
Modified Rational Detention Pond

Table 1 Pre-Development Time of Concentration

Basin	Total Time (min)
1	15
2	15
3	15

Table 2a Pre-Development Composite C-Value

Basin	Area (ac)	Land Use (ac)		Comp. C-Value
		Open	Single-Family	
1	0.38	0.38	0.00	0.30
2	1.77	1.77	0.00	0.30
3	0.05	0.05	0.00	0.30

Table 2b Post-Development Composite C-Value

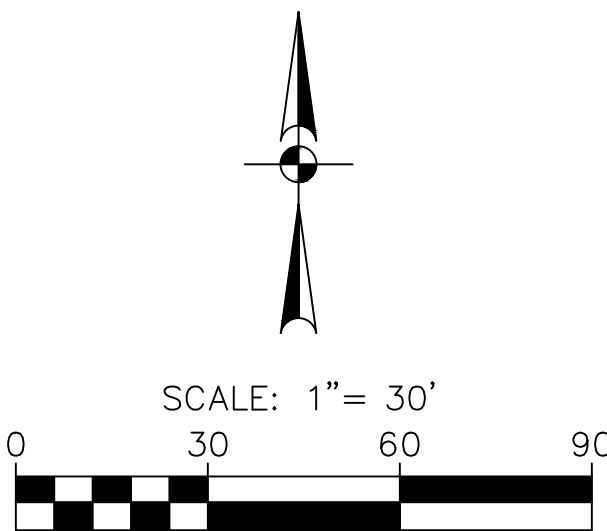
Basin	Area (ac)	Land Use (ac)		Comp. C-Value
		Open	Single-Family	
1	0.38	0.38	0.00	0.30
2	1.78	0.00	1.78	0.60
3	0.04	0.04	0.00	0.30

Table 3 Pre-Development Runoff - Allowable Runoff (in Post-Development)

Storm Event	Basin	Area (ac)	Pre-Development Runoff				
			C	CA	Tc (min)	I (in/hr)	Qa (cfs)
2-yr	2	1.77	0.3	0.53	15	3.90	2.07
5-yr	2	1.77	0.3	0.53	15	4.86	2.58
10-yr	2	1.77	0.3	0.53	15	5.53	2.94
25-yr	2	1.77	0.3	0.53	15	6.46	3.43
50-yr	2	1.77	0.3	0.53	15	7.20	3.82
100-yr	2	1.77	0.3	0.53	15	7.98	4.24

UTILITY NOTE

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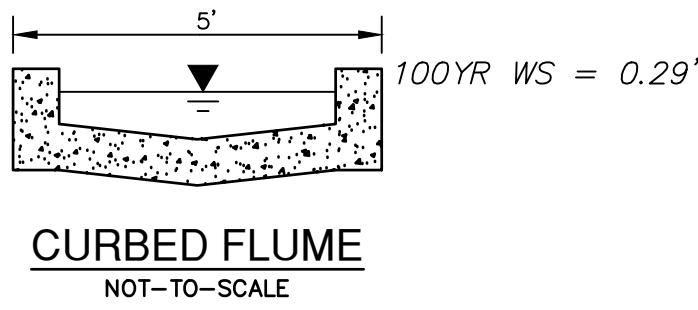


LEGEND

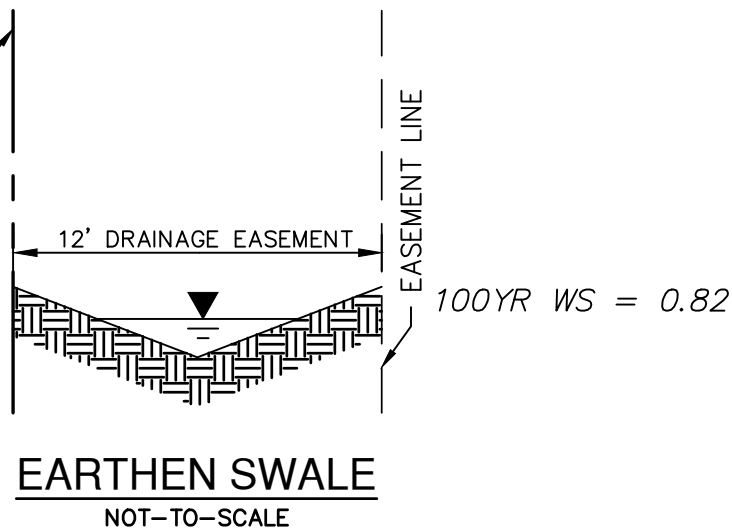
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED FLOW LINE
- PROPOSED DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN
- DRAINAGE AREA
- ACRES

NOTES

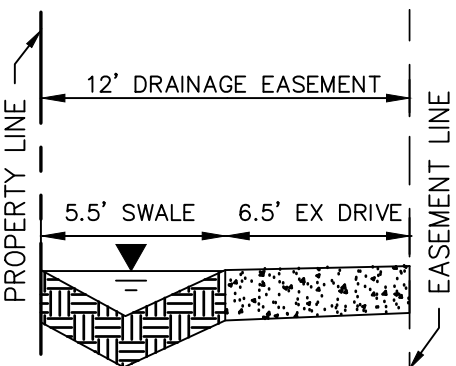
- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
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- DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.



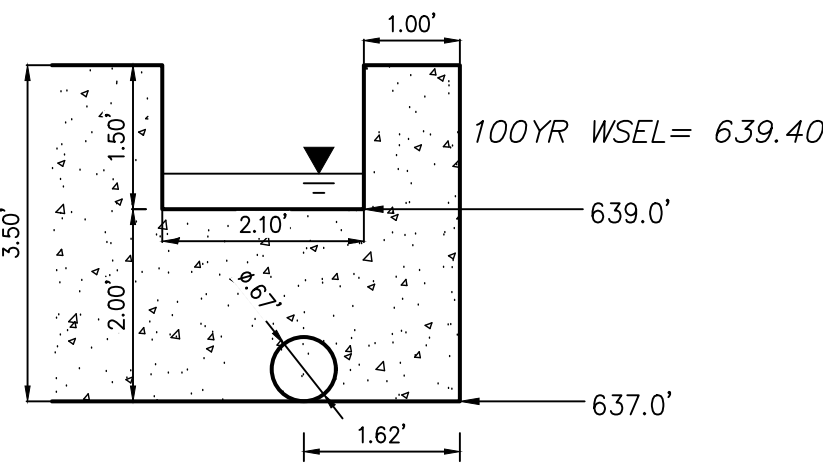
CURBED FLUME
NOT-TO-SCALE



EARTHEN SWALE
NOT-TO-SCALE

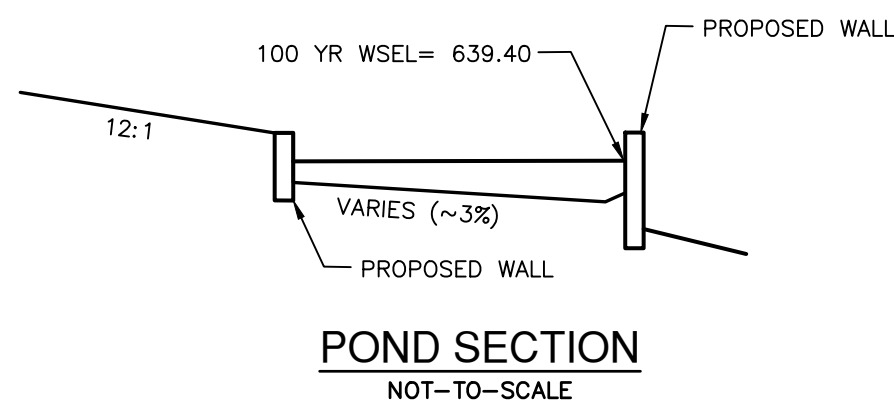


GRASS-CRETE SWALE
NOT-TO-SCALE



ALL CONCRETE UTILIZED SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH 4,000 PSI AT 28 DAYS VERIFIED BY TESTING LABORATORY

OUTFALL STRUCTURE DETAIL
NOT-TO-SCALE



POND SECTION
NOT-TO-SCALE

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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
DRAINAGE & DETENTION PLAN

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET **C5.2**

**Old Grove - Phase II at Cast Iron Forest Trail
Modified Rational Detention Pond**

Table 4 Post-Development Required Detention Volume (Vreq)

Storm Event	Basin	Area (ac)	Tc (min)	C	Qa (cfs)	Td (min)	Vprelim (cu ft)	P180 (in)	Ptd (in)	Vreq (cu ft)	Vreq (ac-ft)
2-yr	2	1.78	15	0.6	2.07	28.75	2,337	2.19	1.29	4,000	0.09
5-yr	2	1.78	15	0.6	2.58	32.98	3,172	2.95	1.76	5,300	0.12
10-yr	2	1.78	15	0.6	2.94	34.85	3,750	3.46	2.07	6,300	0.14
25-yr	2	1.78	15	0.6	3.43	36.30	4,519	4.19	2.49	7,600	0.17
50-yr	2	1.78	15	0.6	3.82	37.35	5,147	4.77	2.83	8,700	0.20
100-yr	2	1.78	15	0.6	4.24	38.55	5,837	5.44	3.22	9,800	0.22

Detention calculations in Table 4 from Section 1.5.2 of Hydrology iSWM Manual.

Table 5 **Elevation - Volume - Discharge Rating Curve**

Evolution (ft)	Area (ft ²)	Area (ac)	Volume (ac-ft)	Q (cfs)
637.0	0	0.00	0.00	0.00
637.5	1,215	0.03	0.01	0.69
638.0	3,753	0.09	0.04	1.37
638.5	5,800	0.13	0.09	1.82
639.0	6,458	0.15	0.16	2.17
639.5	7,897	0.18	0.24	4.78
640.0	9,635	0.22	0.34	9.25
640.5				

Table 6 **Outlet Structure**

Orifice	Diam (in)	8	# of Pipes		1
	Flow Line	637.00			
	Ke	0.6			
Weir 1	Length (ft)	2.1	Bottom Elev	639.00	
	Height (ft)	1.50	Top Elev	640.50	
	Ke		Weir C	3.1	
Outfall	Diam (in)	8			
	Slope (ft/ft)	0.0100			
	Length (ft)	0.5			

Table 7 Proposed Detention Storage Volume

Storv Event	Qa (cfs)	Vreq		Design WSEL ¹ (ft)	Qout ² (cfs)	Qout / Qa	Vprovided ³	V / Vreq	Freeboard (ft)	Delta Qa-Qout (cfs)
		(cu ft)	(ac ft)							
2-yr	2.07	4,000	0.09	638.86	2.07	✓ 100.0%	0.14	✓153.4%	1.64	0.00
5-yr	2.58	5,300	0.12	639.08	2.58	✓ 100.0%	0.17	✓142.7%	1.42	0.00
10-yr	2.94	6,300	0.14	639.15	2.94	✓ 100.0%	0.18	✓127.8%	1.35	0.00
25-yr	3.43	7,600	0.17	639.24	3.43	✓ 100.0%	0.20	✓114.9%	1.26	0.00
50-yr	3.82	8,700	0.20	639.32	3.82	✓ 100.0%	0.21	✓106.6%	1.18	0.00
100-yr	4.24	9,800	0.22	639.40	4.23	✓ 100.0%	0.23	✓100.4%	1.10	0.00

Design Notes:

1. Design WSEL determined iteratively based on interpolation of Q_a against Q_{total} from Table 5.
2. Q_{out} calculated based on outlet structure hydraulic information in Table 6 and Design WSEL.
3. $V_{provided}$ determined by comparing Design WSEL against Elevation-Volume in Table 5.

Tarrant County

	Return Period							
	1	2	5	10	25	50	100	500
e	0.82169	0.81144	0.81423	0.79952	0.79381	0.78265	0.77982	0.69850
b	43.653	51.393	71.154	77.103	90.982	97.721	110.202	87.16
d	8	9	12	12	13	13	14	2
a	95.835	121.96	170.81	203.93	247.1	282.6	322.07	-
b	13.425	15.704	19.435	21.09	22.366	23.302	24.388	-

	e	b	d	a	b
1-yr	0.82169	43.653	8	95.835	13.425
2-yr	0.81144	51.393	9	121.96	15.704
5-yr	0.81423	71.154	12	170.81	19.435
10-yr	0.79952	77.103	12	203.93	21.09
25-yr	0.79381	90.982	13	247.1	22.366
50-yr	0.78265	97.721	13	282.6	23.302
100-yr	0.77982	110.202	14	322.07	24.388

Formulas from Section 1.5.2 of iSWM Criteria Manual:

$$T_d = \sqrt{\frac{2CAab}{Q_a}} - b$$

$$V_{\text{preliminary}} = 60 [CAa - (2CabAQ_a)^{1/2} + (Q_a/2) (b-t_c)]$$

$$V_{\text{max}} = V_{\text{preliminary}} * P_{180}/P_{td}$$

Curbed Flume Calculations																		
Label	Friction Method	Roughness Coefficient	Channel Slope (ft/ft)	Normal Depth (ft)	Bottom Width (ft)	Curb Height (in)	Discharge (ft³/s)	Flow Area (ft²)	Wetted Perimeter (ft)	Hydraulic Radius (ft)	Top Width (ft)	Critical Depth (ft)	Critical Slope (ft/ft)	Velocity (ft/s)	Velocity Head (ft)	Specific Energy (ft)	Froude Number	Flow Type
Section 1	Manning Formula	0.013	0.0411	0.2	3	6	4.23	0.59	3.39	0.17	3	0.4	0.00458	7.19	0.8	1	2.86	Supercritical
Section 2	Manning Formula	0.013	0.0400	0.19	4	6	5.23	0.74	4.37	0.17	4	0.38	0.00429	7.07	0.77	0.95	2.87	Supercritical
Section 3	Manning Formula	0.013	0.0100	0.29	4	6	5.23	1.15	4.57	0.25	4	0.38	0.00429	4.55	0.32	0.61	1.5	Supercritical
Earthen Swale Calculations																		
Label	Friction Method	Roughness Coefficient	Channel Slope (ft/ft)	Normal Depth (ft)	Left Side Slope (ft/ft)	Right Side Slope (ft/ft)	Discharge (ft³/s)	Flow Area (ft²)	Wetted Perimeter (ft)	Hydraulic Radius (ft)	Top Width (ft)	Critical Depth (ft)	Critical Slope (ft/ft)	Velocity (ft/s)	Velocity Head (ft)	Specific Energy (ft)	Froude Number	Flow Type
Section 4	Manning Formula	0.03	0.0100	0.82	4	4	7.2	2.69	6.76	0.4	6.56	0.73	0.01914	2.68	0.11	0.93	0.74	Subcritical
Section 5	Manning Formula	0.03	0.0100	0.99	2.5	2.5	7.2	2.44	5.32	0.46	4.94	0.88	0.01907	2.95	0.13	1.12	0.74	Subcritical

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UTILITY NOTE

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ROVE - GRADING AND DRAINAGE
TILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
DRAINAGE & DETENTION CALCULATIONS

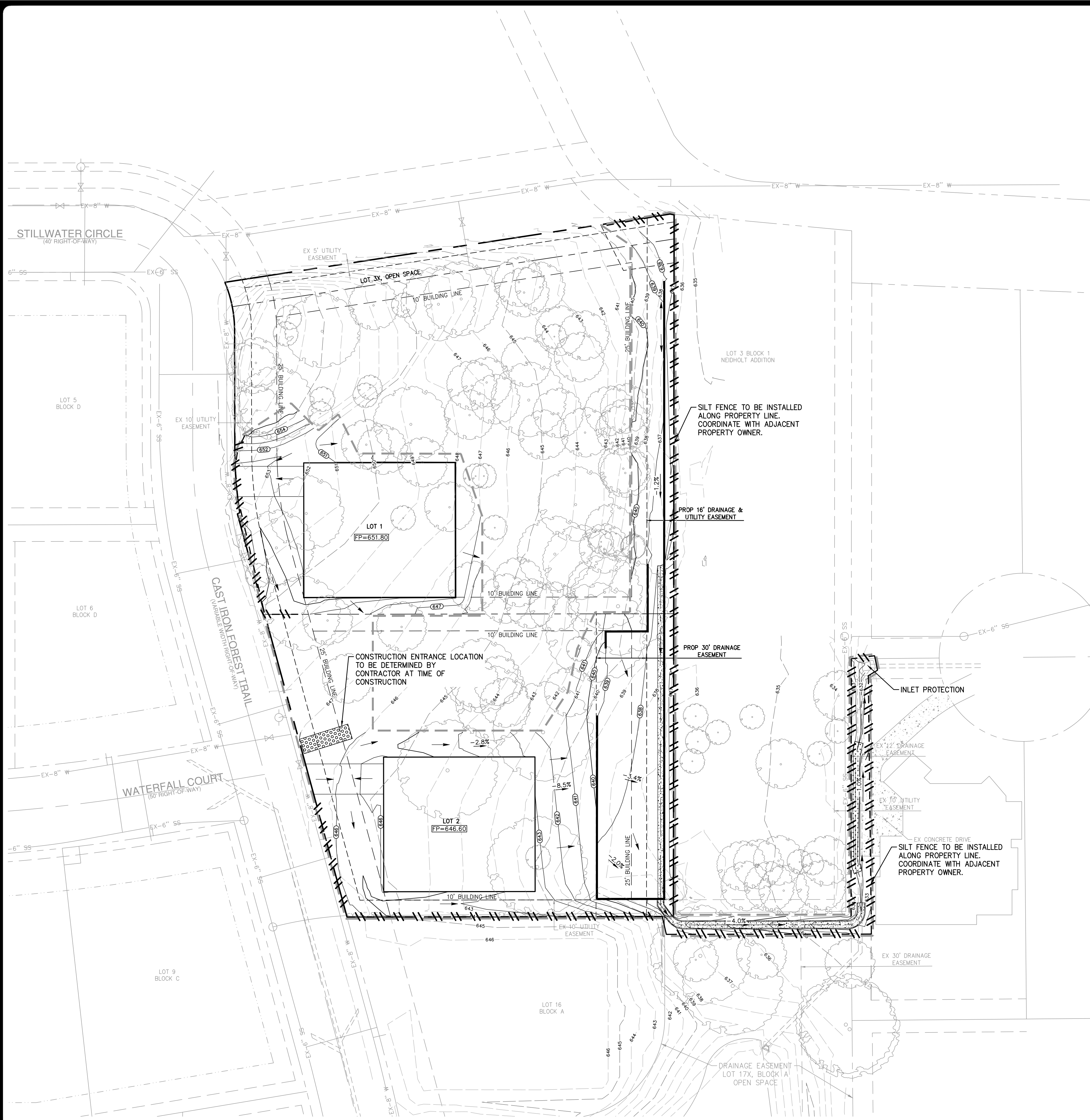
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UTILITY NOTE

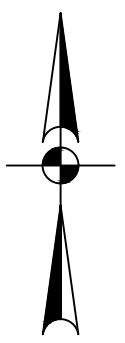
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NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- TREE PROTECTION TO BE INSTALLED PER TREE SURVEY PLAN PROVIDED BY STUDIO 13 DESIGN GROUP AND SEALED JANUARY 2018. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD OF ANY CHANGES OR FIELD OBSERVATIONS DIFFERING FROM THIS PLAN PRIOR TO CONSTRUCTION AND GRADING.

LEGEND

- 600--- EXISTING CONTOUR
- 678--- PROPOSED CONTOUR
- FLOW ARROW
- SILT FENCE
- LIMITS OF DISTURBANCE
- TREE PROTECTION FENCE (SEE NOTE 2)
- STABILIZED CONSTRUCTION ENTRANCE/EXIT (FIELD LOCATE)



SCALE: 1" = 30'



EROSION & SEDIMENT CONTROL NOTES

- CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY THE GOVERNING AUTHORITIES AND ALL PERIMETER EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
- THIS EROSION CONTROL PLAN IS A SUPPLEMENT TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY OTHERS. REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS.
- THE GENERAL CONTRACTOR, AS THE TCEQ DEFINES "OPERATOR," SHALL PERFORM ALL REQUIRED INSPECTIONS OF STORM WATER CONTROLS AND PRACTICES AT FREQUENCIES OUTLINED IN THE TPDES GENERAL PERMIT AND SHALL FILL OUT APPROPRIATE INSPECTION FORMS (AS PROVIDED IN THE SWPPP) UNLESS OTHERWISE DIRECTED BY THE OWNER.
- THE GENERAL CONTRACTOR (AND ALL SUBCONTRACTORS INVOLVED WITH ANY CONSTRUCTION ACTIVITIES RELATED TO EARTHWORK, EROSION CONTROL, ETC. OR WHICH UTILIZE POSSIBLE POLLUTANTS AS DEFINED IN THE TPDES GENERAL PERMIT) SHALL REVIEW AND ADHERE TO THE SWPPP FOR THE PROJECT, AS WELL AS ALL THE TCEQ REQUIREMENTS SET FORTH IN THE TPDES GENERAL PERMIT.
- ADDITIONAL EROSION CONTROL DEVICES AND/OR ADJUSTMENT OF LOCATIONS FOR EROSION CONTROL MAY BE IMPLEMENTED BY THE CONTRACTOR AT HIS DISCRETION AND/OR IN THE OPINION OF THE CITY INSPECTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER. THE ADDITION OR DELETION OF ANY EROSION CONTROL MEASURE MAY REQUIRE THAT THE SWPPP BE MODIFIED IN ACCORDANCE WITH THE TCEQ'S TPDES GENERAL PERMIT GUIDELINES.
 - EXCAVATION CONTRACTOR TO BE RESPONSIBLE FOR INSTALLATION OF SILT BARRIERS, CHECK DAMS, AND CONSTRUCTION ENTRANCE/EXIT.
 - UTILITY CONTRACTOR (WATER, SEWER & STORM DRAIN) TO BE RESPONSIBLE FOR INSTALLATION OF STAGE 1 AND STAGE 2 INLET PROTECTION.
 - OWNER TO BE RESPONSIBLE FOR SEEDING AND FINAL REMOVAL OF EROSION CONTROLS.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES ALREADY IN PLACE. CONTRACTOR SHALL REMOVE AND REPLACE EROSION CONTROL AS NEEDED FOR CONSTRUCTION OR ACCESS. ALL EROSION CONTROL MUST BE IN PLACE AT THE END OF EACH DAY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO USE WHATEVER MEANS ARE NECESSARY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS, STORM DRAIN SYSTEMS, INLETS, AND ADJACENT PROPERTY FROM EROSION DEPOSITS. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT OF WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THESE PLANS AND THE SWPPP.
- ALL EROSION CONTROL DEVICES TO BE INSPECTED, CLEANED, AND/OR REPLACED AFTER EACH STORM.
- USE OF ON-SITE FUEL STORAGE TANKS IS DISCOURAGED, HOWEVER, IF USED, THE PREVENTION OF HAZARDS TO THE GROUND WATER IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UTILIZING SAID STORAGE. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 - HAZARDOUS WASTE MANAGEMENT.
- A CENTRALIZED PIT/WASH BASIN SHALL BE CONSTRUCTED ON-SITE FOR THE PURPOSE OF CONCRETE TRUCK WASHING. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 - CONCRETE WASTE MANAGEMENT.
- CONTRACTORS SHALL PARK, STORE EQUIPMENT AND MATERIALS AND SERVICE VEHICLES AT THE "PARKING AND STORAGE AREA". THE LOCATION OF SAID AREA IS TO BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
- CONSTRUCTION ENTRANCES ARE TO BE INSTALLED AT ALL POINTS WHERE EQUIPMENT ENTERS OR LEAVES THE SITE. THE LOCATION OF SAME IS TO BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
- EROSION CONTROLS TO REMAIN IN PLACE AND TO BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.
- EROSION CONTROL MEASURES MAY ONLY BE PLACED IN FRONT OF INLET OR IN CHANNELS, DRAINAGEWAYS OR BORROW DITCHES AT RISK OF CONTRACTOR. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY MEASURES, INCLUDING FLOOD DAMAGE WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE AT THE CONCLUSION OF ANY PROJECT. ALL CHANNELS, DRAINAGEWAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREGGED OF ANY SEDIMENT GENERATED BY THE PROJECT AS A RESULT OF EROSION CONTROL MEASURES.
- ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
- DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 14 DAYS SHALL BE TEMPORARILY PLANTED AND/OR SEEDED AND WATERED.
- DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY CEASED AND AREAS WHERE FINAL GRADE HAS BEEN ACHIEVED SHALL BE PERMANENTLY PLANTED AND/OR SEEDED WITHIN 14 DAYS.
- PLANTING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE LANDSCAPING PLAN. AREAS BEYOND THE LIMITS OF THE LANDSCAPING PLAN (OR WHEN A LANDSCAPING PLAN DOES NOT EXIST) SHALL BE HYDROMULCHED WITH HIGHWAY MIX AND WATERED WITH TEMPORARY ABOVE GROUND IRRIGATION UNTIL THE VEGETATION IS ESTABLISHED.
- THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SILT IN ANY STORM SEWER INLETS AND PIPES, AND ALONG SILT FENCES, WITHIN 48 HOURS AFTER INSPECTIONS OF DEVICES REVEALS THE PRESENCE OF EXCESS SILTATION.
- SILT FENCES SHALL BE PLACED AROUND STOCKPILES USED ON THE SITE.
- THE CONTRACTOR SHALL MODIFY THIS PLAN TO SHOW LOCATIONS OF TEMPORARY WASHDOWN AREA, PORTABLE TOILETS, EQUIPMENT MAINTENANCE/REPAIR AREAS, STOCKPILE AREAS, FUEL STORAGE AREAS, ETC. AND POLLUTANT CONTROLS FOR EACH.

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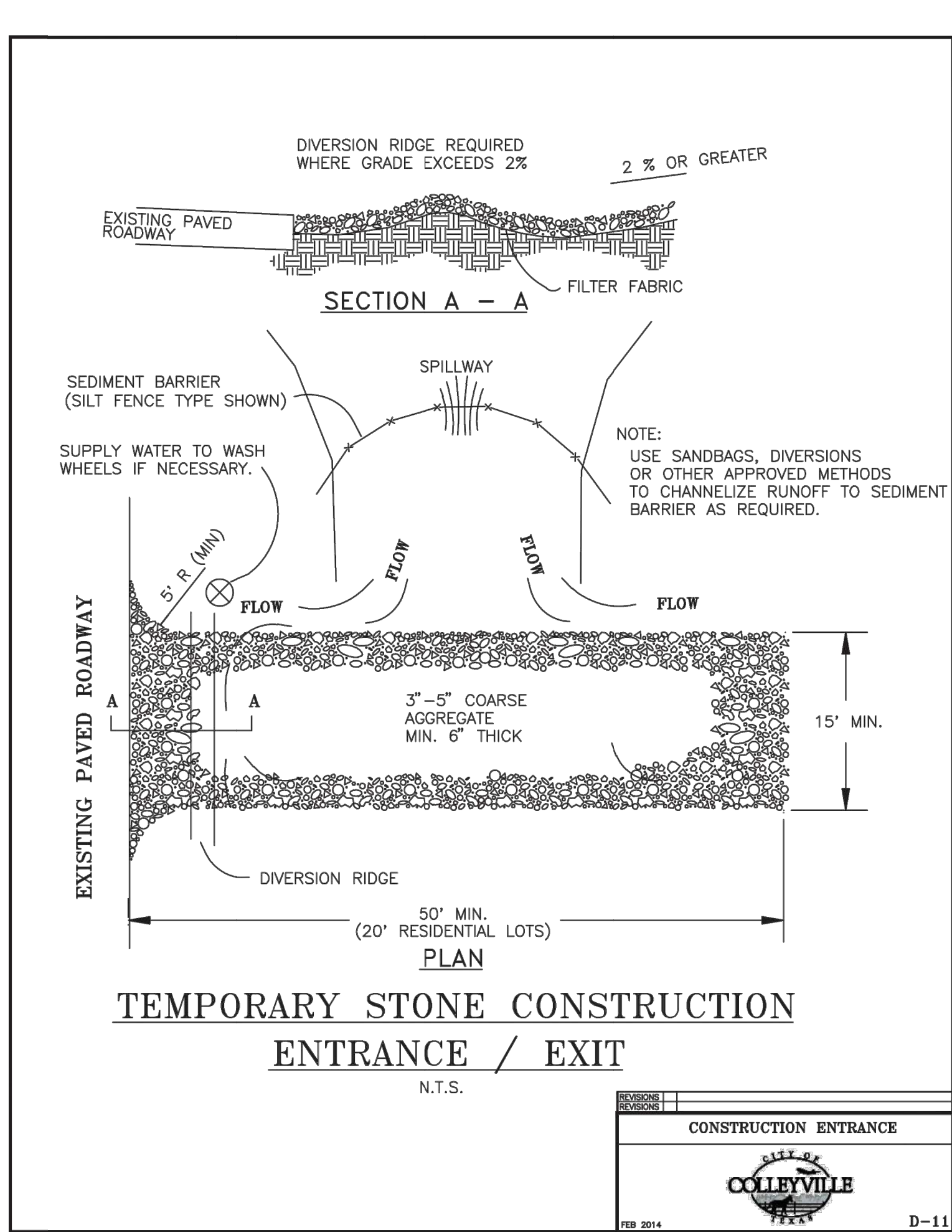
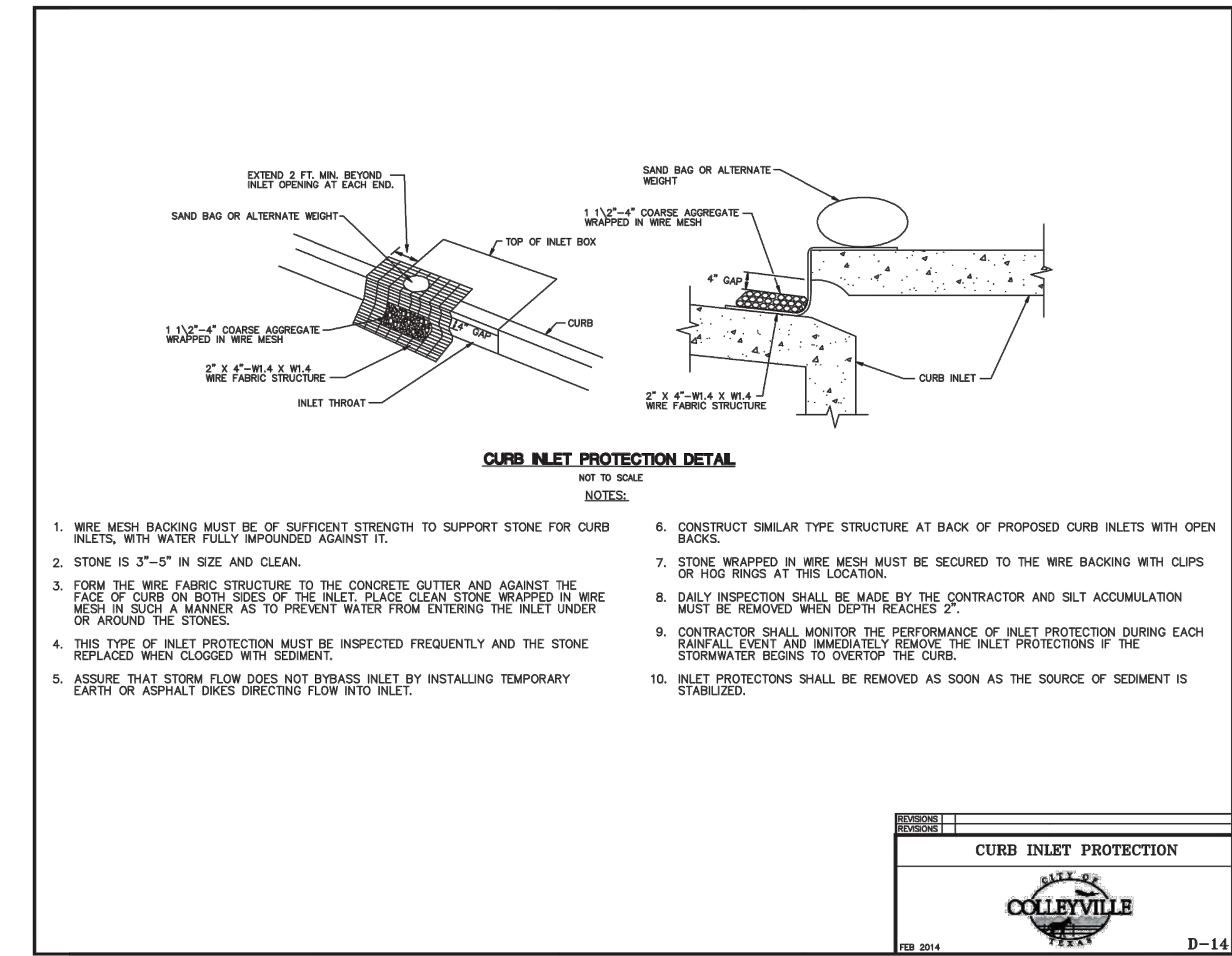
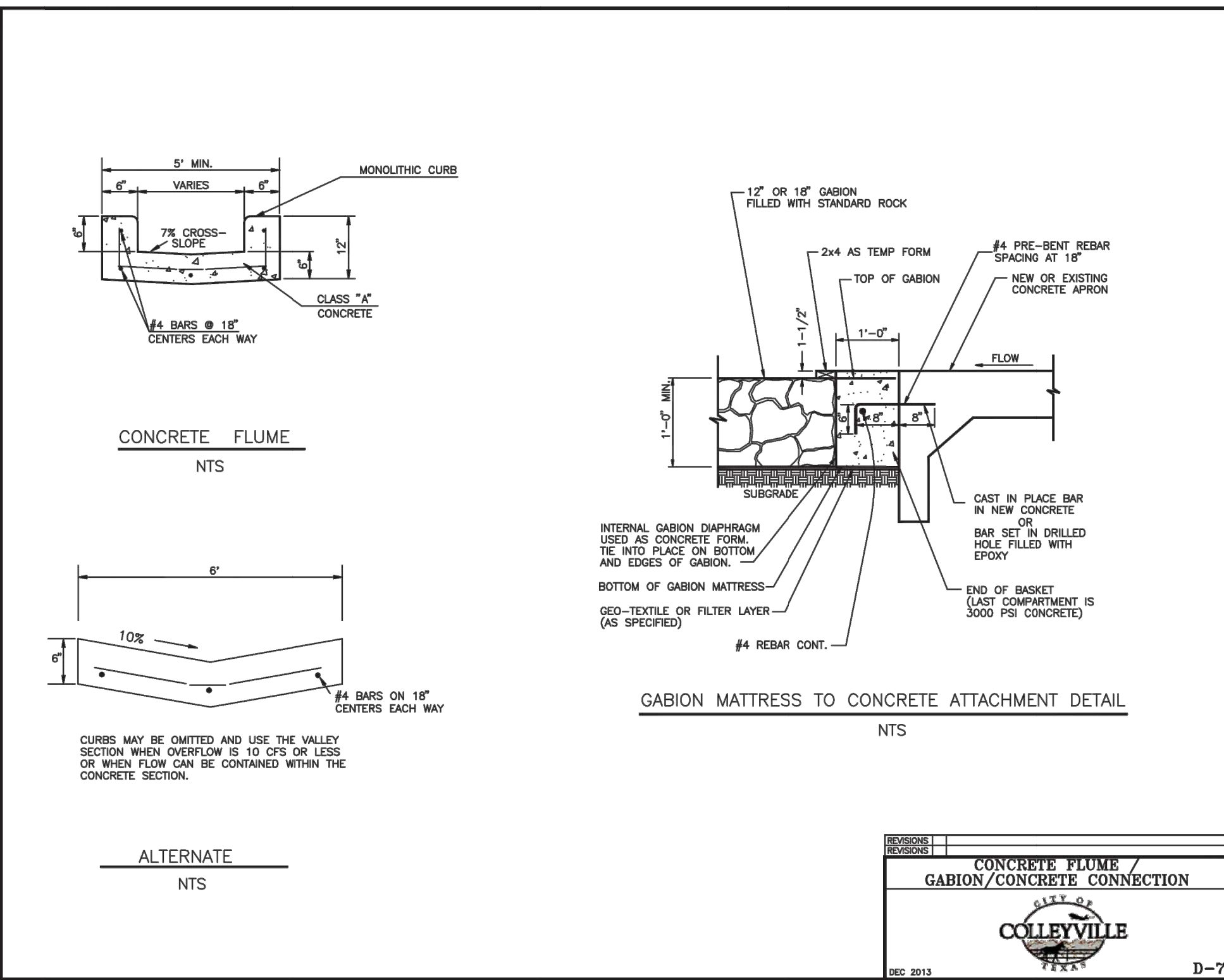
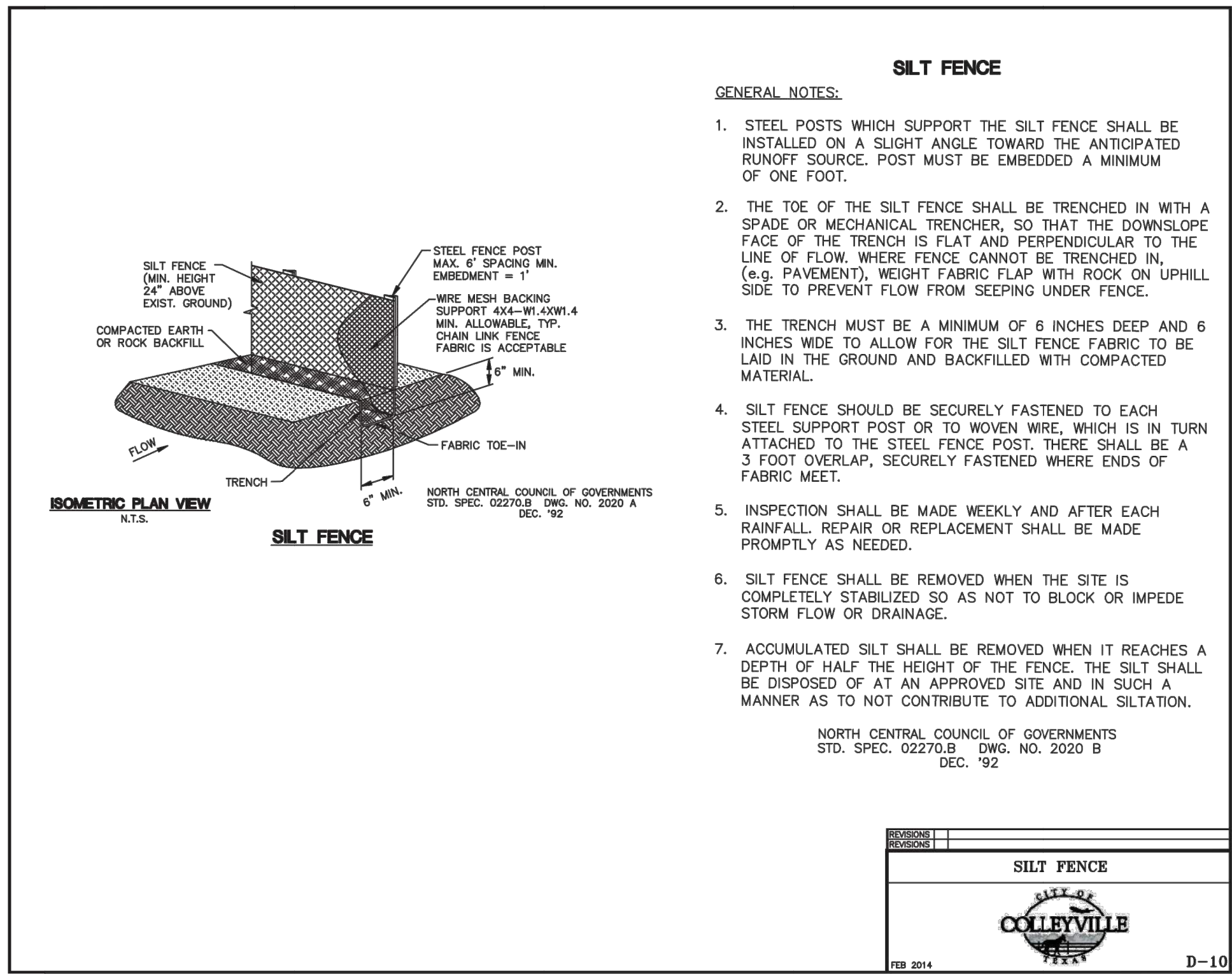
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**OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
EROSION CONTROL PLAN**

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
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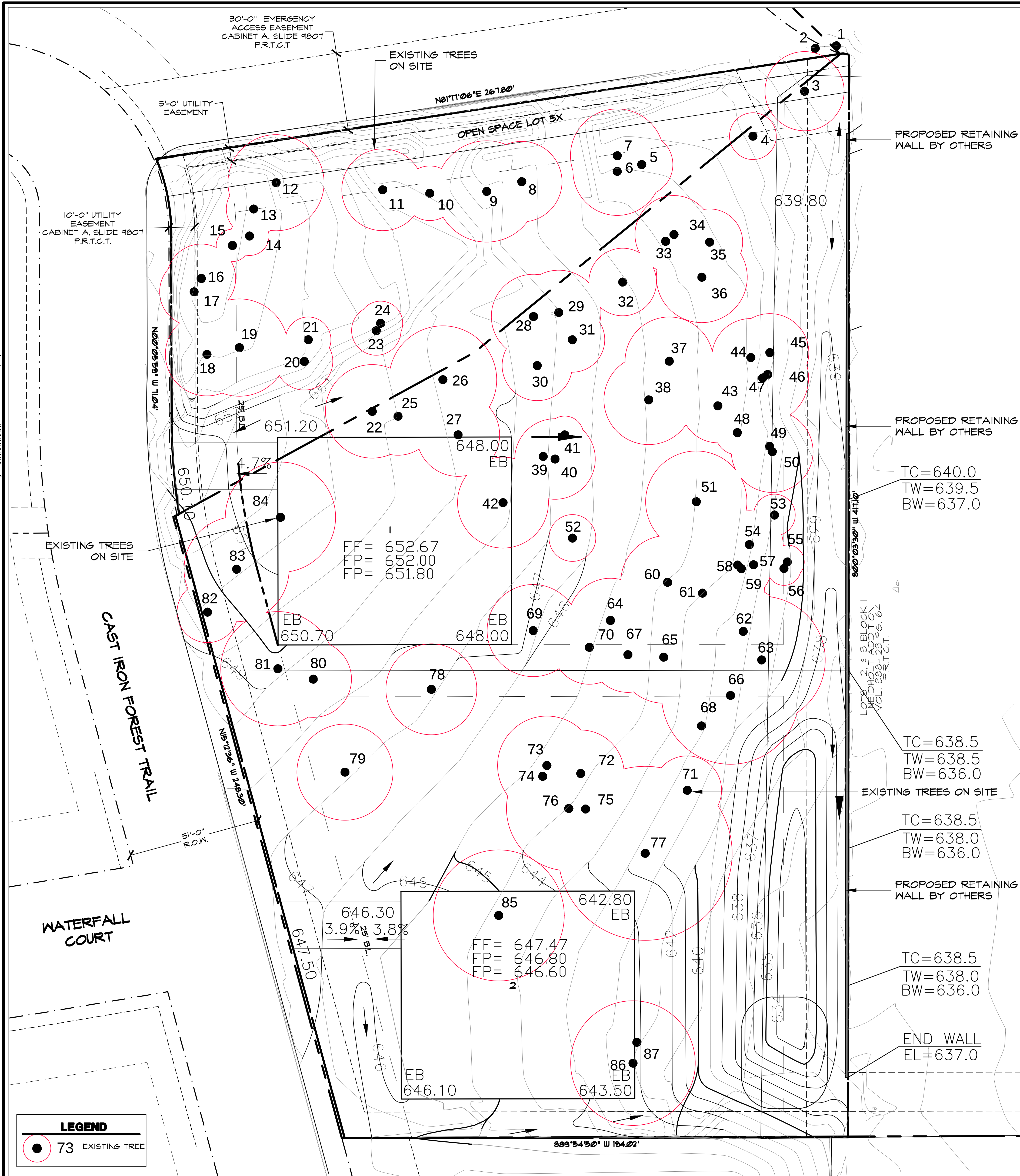
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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
CONSTRUCTION DETAILS

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C7.0

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EXISTING TREE COVERAGE

- TOTAL PROPERTY AREA = 95,724SF
- TOTAL CANOPY COVERAGE ON SITE = 44,870SF

1

TREE PROTECTION NOTES

- EXISTING TREES SHOWN TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ORANGE COATED CHAINLINK FENCING (MIN. 4'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE GROUPS TO REMAIN. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS OTHER THAN SHOWN ON THE PLAN, WILL NOT BE ALLOWED. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION. OTHER TREE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND ORDINANCES.
- DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, ASPHALT, OIL SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE CANOPY AREA OF THE EXISTING TREES SHALL NOT BE ALLOWED.
- NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO FILL OR EXCAVATION OF ANY NATURE SHALL OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED, UNLESS THERE IS A SPECIFIED WELL OR RETAINING WALL SHOWN ON THE GRADING PLAN.
- NO MATERIALS SHALL BE STORED WITHIN THE DRIPLINE AREA OF A TREE TO BE PRESERVED

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

LEONARD W. REES
1971
January 10, 2018

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

TREE SURVEY

Tree Survey Plan

Old Grove, Ph. 2

City Colleyville, Tarrant County, Texas

PLAN REVIEW REVISIONS	BY	DATE
1	MRH	7-5-2018

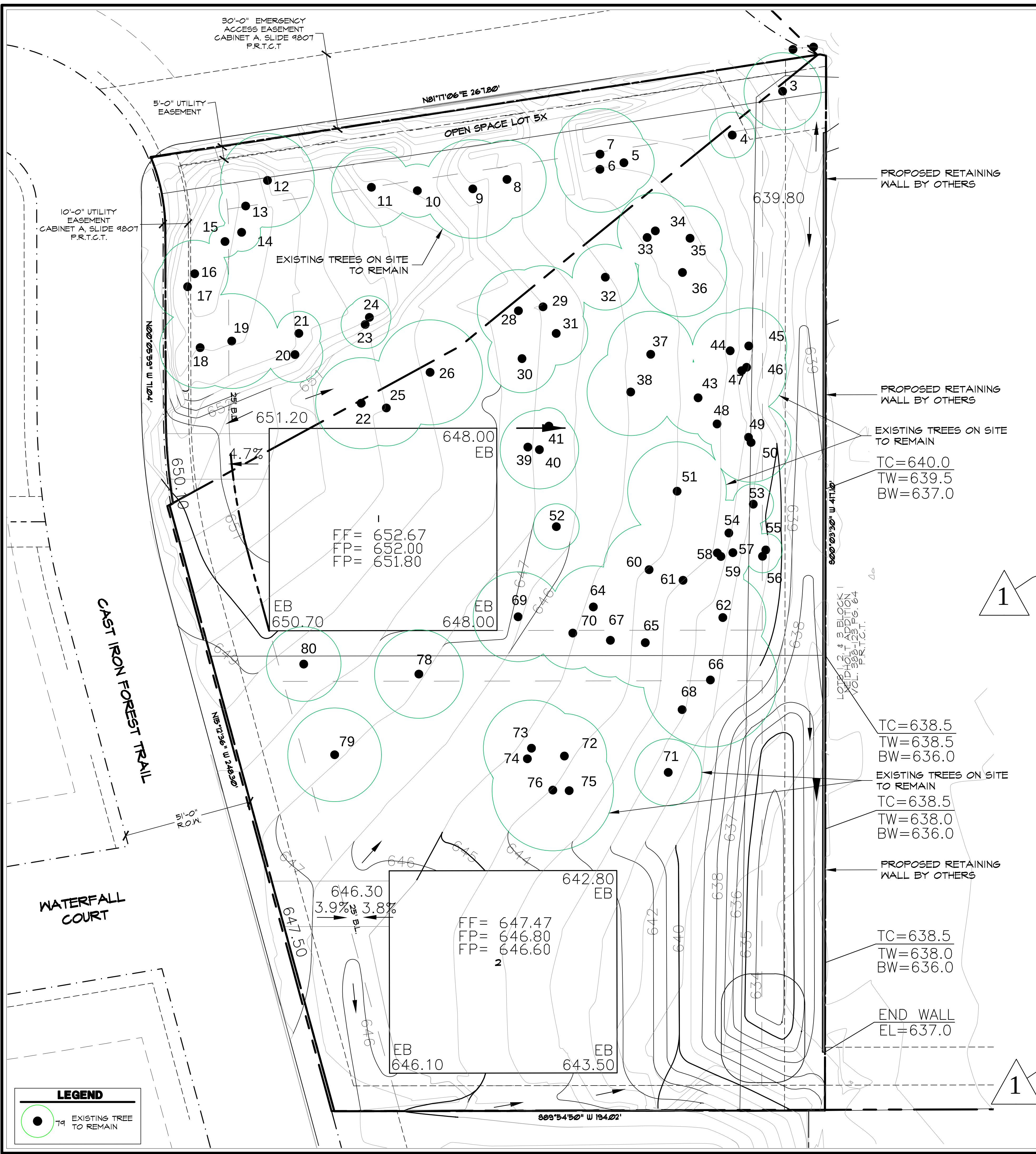
PROJECT

TBI013

SHEET

TR1 of 3

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Old Grove, Ph. 2 Colleyville, Texas							
TR. NO.	SIZE	COMMON NAME	SCIENTIFIC NAME	STATUS	EXEMPT / NON-EXEMPT	REMOVE / REMAIN	LOCATION
1	0	Post Oak	Quercus Stellata	Poor - Unilateral - Cavity - Canopy Dieback	Exempt	Remain	Off Site - NE Corner
2	0	Post Oak	Quercus Stellata	Good Condition	Exempt	Remain	Off Site - NE Corner
3	15.25	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Open Space Lot 5X
4	9	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
5	12	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
6	17	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
7	18	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
8	15.5	Post Oak	Quercus Stellata	Wire in Trunk	Non-Exempt	Remain	Lot 1
9	19.5	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
10	10.5	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
11	15.75	Cedar Elm	Ulmus Crassifolia	Good Condition	Non-Exempt	Remain	Lot 1
12	18.5	Post Oak	Quercus Stellata	75% Dead - Canopy Dieback	Exempt	Remain	Lot 1
13	10.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
14	7.5	Post Oak	Quercus Stellata	Poor - Vines - Canopy Dieback	Exempt	Remain	Lot 1
15	6.25	Post Oak	Quercus Stellata	Poor - Vines	Non-Exempt	Remain	Lot 1
16	13.25	Post Oak	Quercus Stellata	Poor - Understory - Leaning	Non-Exempt	Remain	Lot 1
17	13.25	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
18	16	Post Oak	Quercus Stellata	OK	Exempt	Remain	Lot 1
19	18.75	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
20	11	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
21	8.75	Easter Red Cedar	Juniperus Virginiana	OK	Exempt	Remain	Lot 1
22	16	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
23	9.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
24	8.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
25	15	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
26	20.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
27	16	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1 - Building Pad
28	16.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
29	16.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
30	13.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
31	12.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
32	13	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
33	9	Easter Red Cedar	Juniperus Virginiana	Poor - Understory - Leaning	Exempt	Remain	Lot 1
34	15	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
35	12.75	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
36	17.5	Post Oak	Quercus Stellata	Slight Canopy Dieback	Non-Exempt	Remain	Lot 1
37	17	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
38	17.25	Post Oak	Quercus Stellata	OK - Vines	Non-Exempt	Remain	Lot 1
39	8.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
40	15.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
41	7.25	Gum Bumelia	Sideroxylon Lanuginosum	Understory	Non-Exempt	Remain	Lot 1
42	17.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1 - Building Pad
43	14.25	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
44	15	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
45	15	Post Oak	Quercus Stellata	Poor - Understory - Leaning - Cavity	Exempt	Remain	Lot 1
46	15.5	Post Oak	Quercus Stellata	Poor - Understory - Leaning	Exempt	Remain	Lot 1
47	17.75	Post Oak	Quercus Stellata	Poor - Canopy Dieback - Vines	Exempt	Remain	Lot 1
48	8.5	Mexican Plum	Prunus Mexicana	Understory	Exempt	Remain	Lot 1
49	14	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
50	15.75	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
51	19.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
52	9	Chinaberry	Melia Azedarach	Cavity	Exempt	Remain	Lot 1
53	8	Mexican Plum	Prunus Mexicana	Poor	Non-Exempt	Remain	Lot 1
54	13	Post Oak	Quercus Stellata	Canopy Dieback	Non-Exempt	Remain	Lot 1
55	6.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
56	6.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
57	6.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
58	9.5	Post Oak	Quercus Stellata	Understory	Non-Exempt	Remain	Lot 1
59	11.5	Post Oak	Quercus Stellata	Understory	Non-Exempt	Remain	Lot 1
60	18	Post Oak	Quercus Stellata	Poor - Cavity - Leaning	Exempt	Remain	Lot 1
61	24	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
62	17	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
63	24.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1
64	25.25	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
65	17.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
66	26.5	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 2
67	14.75	Post Oak	Quercus Stellata	Poor - Cavity - Canopy Dieback	Exempt	Remain	Lot 1
68	10	Hackberry	Celtis Occidentalis	OK	Exempt	Remain	Lot 2
69	17.75	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
70	14.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
71	13.25	Chinaberry	Melia Azedarach	Canopy Dieback	Exempt	Remain	Lot 2
72	16.75	Post Oak	Quercus Stellata	Poor - Cavity - Leaning	Exempt	Remain	Lot 2
73	19	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 2
74	15.5	Post Oak	Quercus Stellata	Understory - Leaning	Exempt	Remain	Lot 2
75	12.75	Post Oak	Quercus Stellata	Understory - Leaning	Exempt	Remain	Lot 2
76	24	Post Oak	Quercus Stellata	Poor - Cavity	Exempt	Remain	Lot 2
77	33.5	Post Oak	Quercus Stellata	Poor - Canopy Dieback - Wind Damage	Exempt	Remain	Lot 2
78	17.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 2
79	18.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 2
80	14.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 2
81	22	Post Oak	Quercus Stellata	Poor - Dying - Cavity - Lightning Damage - Ants	Exempt	Remove	Lot 1
82	11.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1
83	20.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1
84	21.25	Post Oak	Quercus Stellata	Poor - Wind Damage	Exempt	Remove	Lot 1 - Building Pad
85	25.25	Post Oak	Quercus stellata	Canopy Dieback - Ants	Exempt	Remove	Lot 2 - Building Pad
86	24	Pecan	Carya illinoensis	OK	Non-Exempt	Remove	Lot 2 - Building Pad
87	9	Hackberry	Celtis Occidentalis	Understory	Exempt	Remove	Lot 2 - Building Pad

TREE SPECIES	NUMBER OF TREES ON SITE	TOTAL CALIPER INCHES (on-site)	NUMBER OF EXEMPT TREES REMOVED	CALIPER INCHES EXEMPT TO BE REMOVED	NUMBER OF NON-EXEMPT TREES REMOVED	CALIPER INCHES NON-EXEMPT TO BE REMOVED	REPLACEMENT TREES TO BE PLANTED (1" CALIPER)
Post Oak	71	1110	8	158.5	0	0	0
Blackjack Oak	0	0	0	0	0	0	0
Live Oak	0	0	0	0	0	0	0
Bald Cypress	0	0	0	0	0	0	0
Chinaberry	2	22.25	0	0	2	0	0
Persimmon	0	0	0	0	0	0	0
Cottonwood	0	0	0	0	0	0	0
Loblolly Pine	0	0	0	0	0	0	0
Mulberry	0	0	0	0	0	0	0
Gum Bumelia	1	7.25	0	0	1	24	8
Pecan	1	24	0	0	1	24	8
Easter Red Cedar	2	17.75	0	0	0	0	0
Cedar Elm	1	15.75	0	0	0	0	0
Lacebark Elm	0	0	0	0	0	0	0
Hackberry	7	62.5	1	9	0	0	0
American Elm	0	0	0	0	0	0	0
Total	85	1259.5	9	167.5	3	24	8

TREE SPECIES	NUMBER OF TREES ON SITE	TOTAL CANOPY COVERAGE SF (on-site)	NUMBER OF EXEMPT TREES REMOVED	SQUARE FEET EXEMPT TO BE REMOVED	NUMBER OF NON-EXEMPT TREES REMOVED	SQUARE FEET NON-EXEMPT TO BE REMOVED	NUMBER OF TREES SAVED/SQUARE FEET
Total	85	44,870	9	10,014	3	1,810	73 / 33,293
% of Total				22.3%		4.0%	74.3%

CANOPY COVERAGE

TOTAL EXISTING TREE CANOPY COVERAGE ON SITE - 46.8%

- TOTAL CANOPY COVERAGE 44,870sf

- TOTAL SITE 45,729sf

TOTAL TREE CANOPY COVERAGE REQUIRED TO BE PRESERVED - 50%

TOTAL TREE CANOPY BEING PRESERVED - 33,293sf 74.3%

EXISTING TREE COVERAGE PRESERVATION REQUIREMENTS

- TOTAL PROPERTY AREA = 45,729sf

- TOTAL CANOPY COVERAGE ON SITE = 44,870sf

46.8% CANOPY COVERAGE ON SITE

50% MIN. CANOPY COVERAGE TO BE PRESERVED

74.3% OF EXISTING CANOPY COVERAGE REMAINING

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY

Tree Mitigation Plan
Old Grove, Ph. 2
City Colleyville, Tarrant County, Texas

DATE	7-5-2018
BY	MH
PLAN REVIEW REVISIONS	
REVISED PER CIVIL CHANGES	
#	1

PROJECT
TBI013

SHEET
TR2 of 3

Notification Map



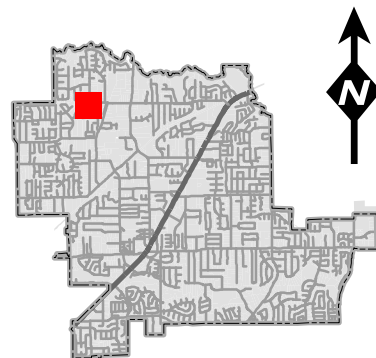
PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
AGNEW, GARRICK D	204 WATERFALL CT	COLLEYVILLE, TX	76034	204 WATERFALL CT
ALLEN, CARL E	2300 HENRY PKWY APT 209	FLOWER MOUND, TX	75022	200 COMPTON CT
ALLEN, LEROY	101 STILLWATER CIR	COLLEYVILLE, TX	76034	101 STILLWATER CIR
BARNES, IRWIN	200 WATERFALL CT	COLLEYVILLE, TX	76034	200 WATERFALL CT
BATTLES, BRANDON	101 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	101 JOHN MCCAIN RD
BOLTON, JONATHON	202 COLDEN CT	COLLEYVILLE, TX	76034	202 COLDEN CT
BROYLES, RANDY	7212 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	7212 JOHN MCCAIN RD
BUTLER, PERRY L	208 WATERFALL CT	COLLEYVILLE, TX	76034	208 WATERFALL CT
BYRD, MICHAEL C	113 STILLWATER CIR	COLLEYVILLE, TX	76034	113 STILLWATER CIR
CARDONA, GLORIA J	213 COLDEN CT	COLLEYVILLE, TX	76034	213 COLDEN CT
CATALINA LONE STAR LLC	108 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	7204 JOHN MCCAIN RD
CLARK, EDWARD D	104 WATERFALL CT	COLLEYVILLE, TX	76034	104 WATERFALL CT
COX, CLYDE	105 STILLWATER CIR	COLLEYVILLE, TX	76034	105 STILLWATER CIR
DAWSON FARMS LLC	406 PECAN DR	IRVING, TX	75060	7215 JOHN MCCAIN RD
DAWSON FARMS LLC	406 PECAN DR	IRVING, TX	75060	7215 JOHN MCCAIN RD
DAWSON FARMS LLC	3421 S BRIERY	IRVING, TX	75060	7209 JOHN MCCAIN RD
DECKER, RENNI	108 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	108 HAWKS RIDGE TR
ETTA, ANITA B	101 WATERFALL CT	COLLEYVILLE, TX	76034	101 WATERFALL CT
FANG EN LEE, JENNIFER	117 STILLWATER CIR	SOUTHLAKE, TX	76092	117 STILLWATER CIR
FREIG, JOSE	104 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	104 HAWKS RIDGE TR
GULAMHUSSAIN, DIDAR	200 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	200 HAWKS RIDGE TR
HA, THANH THUC	100 HAWKS RIDGE TR	COLLEYVILLE, TX	76034	100 HAWKS RIDGE TR
HIGHTOWER, ROXANNE S	104 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	104 JOHN MCCAIN RD
INMAN, MARGARET K	212 WATERFALL CT	COLLEYVILLE, TX	76034	212 WATERFALL CT
JOHNSON, MARK	203 COLDEN CT	COLLEYVILLE, TX	76034	203 COLDEN CT
KELLY, JOHN	105 WATERFALL CT	COLLEYVILLE, TX	76034	105 WATERFALL CT
KILPATRICK, JOHN	201 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	201 HAWKS RIDGE TR
LAW, JAMES	109 STILLWATER CIR	COLLEYVILLE, TX	76034	109 STILLWATER CIR
LOMME, FRED	208 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	208 HAWKS RIDGE TR
MCKENNA, DENISE	109 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	109 HAWKS RIDGE TR
MCKINNON JAMES S & VICKIE S MC	207 COLDEN CT	COLLEYVILLE, TX	76034	207 COLDEN CT
OLD GROVE MAINTENENCE ASSN INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	6901 CAST IRON FOREST TR
OLD GROVE MAINTENENCE ASSN INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	317 OLD GROVE RD
OSOWO, AYODELE	7001 CAST IRON FOREST TRL	COLLEYVILLE, TX	76034	7001 CAST IRON FOREST TR
OWEN, JOHN	201 WATERFALL CT	COLLEYVILLE, TX	76034	201 WATERFALL CT
PATEL, AJAY ARVIND	209 WATERFALL CT	COLLEYVILLE, TX	76034	209 WATERFALL CT
PINTO, EZEQUIEL	101 HAWKS RIDGE TR	COLLEYVILLE, TX	76034	101 HAWKS RIDGE TR
PINTO, LYNDA D ETAL	105 HAWKS RIDGE TR	COLLEYVILLE, TX	76034	105 HAWKS RIDGE TR
RAHMAN, EDWARD A	100 WATERFALL CT	COLLEYVILLE, TX	76034	100 WATERFALL CT
RAU, SUSAN	7105 CAST IRON FOREST TRL	COLLEYVILLE, TX	76034	7105 CAST IRON FOREST TR
REVOCABLE TRUST OF CLINT D JAY	201 COMPTON CT	COLLEYVILLE, TX	76034	201 COMPTON CT
RIACH, STEVEN E	7109 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	7109 JOHN MCCAIN RD
RIEWE, KEITH	204 COMPTON CT	COLLEYVILLE, TX	76034	204 COMPTON CT
SANTEE, GREGORY N	208 COMPTON CT	COLLEYVILLE, TX	76034	208 COMPTON CT
SMITH, WILLIAM	205 WATERFALL CT	COLLEYVILLE, TX	76034	205 WATERFALL CT
TAYLOR, ROGER	210 COLDEN CT	COLLEYVILLE, TX	76034	210 COLDEN CT
TOLL DALLAS TX LLC	250 GIBRALTAR RD	HORSHAM, PA	19044	105 JOHN MCCAIN RD
TOLL DALLAS TX LLC	250 GIBRALTAR RD	HORSHAM, PA	19044	103 JOHN MCCAIN RD
TOLL DALLAS TX LLC	250 GIBRALTAR RD	HORSHAM, PA	19044	7189 CAST IRON FOREST TR
VAN HORNE, EDWARD	108 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	108 JOHN MCCAIN RD
WHEAT, CARROL	206 COLDEN CT	COLLEYVILLE, TX	76034	206 COLDEN CT
WIRT, CARL BRITTON	205 COMPTON CT	COLLEYVILLE, TX	76034	205 COMPTON CT
YANG, YAN	204 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	204 HAWKS RIDGE TR
CHANEL COURT	7300 Chanel Court	COLLEYVILLE, TX	76034	COURTESY NOTICE
MONTICELLO ADDITION-COLLEYVLE	P.O. Box 254	COLLEYVILLE, TX	76034	COURTESY NOTICE
OLD GROVE ADDITION	P.O. Box 1481	COLLEYVILLE, TX	76034	COURTESY NOTICE
VANGUARD ESTATES ADDITION	7105 Vanguard Court	COLLEYVILLE, TX	76034	COURTESY NOTICE
WESTMONT ADDITION	5751 Kroger Drive	KELLER, TX	76244	COURTESY NOTICE
KELLER ISD	350 KELLER PKWY	KELLER, TX	76248	STATE REQUIRED
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
MALY, MATTHEW	6500 WEST FREEWAY, STE 700	FORT WORTH, TX	76116	APPLICANT

Public hearing notices were mailed on August 28, 2020



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, December 14, 2020 at 7:00 p.m.

City Council Meetings: Tuesday, January 5, 2021 at 7:30 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition. The purpose is to plat the three properties into two single-family residential lots and one open space lot.

Zoning Case: PC20-006

Applicant: Matthew Maly

Owner: Toll Dallas TX LLC

Location: 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail

Property Description: Lot 1 & 2, Block 1, Newgren Addition and Lot 2X, Block E, Old Grove Addition

Present Zoning: PUD-R Planned Unit Development-Residential

NOTICE OF PUBLIC HEARING

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Action by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Letter of Opposition

Subject: FW: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail
Attachments: 203 Colden Ct email M.Maly.pdf

From: Jennifer Johnson

Sent: Wednesday, October 28, 2020 3:13 PM

To: Jackie Reyff; Larry Wright ; smathisencpa; ryan.moore; sbilqees; kimberlydraperholt; m.koch75; ckbevill; gbond; George Dodson ; Chuck Kelley ; Kathy Wheat

Cc: Susan Rau ; Ben Bryner ; Araceli Botello ; Beth Battles ; battles; rfreitag; annheape; tonyagross; Mark ICE: Johnson

Subject: Re: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail

As further follow up, please see below response from the Engineer supporting Toll Brothers. Their plan has this 3' wide, 6" deep concrete flume coming west across our property line, making a right angle turn North, and then dropping water into a 1' deep ditch. If all goes according to their estimates, we have 1.2" of excess depth. If the calculations are wrong, our home can be flooded.

Our gameroom and bedroom will be looking at a cement flume and 1' ditch, not to mention the damage done to the post oak roots during construction and enduring cement covering them.

Please do not approve this plan that threatens our home with flooding.

Jennifer

On Oct 27, 2020, at 6:07 PM, Jennifer Johnson <> wrote:

To the P&Z Board (including the two Council Liaisons, as well as Kathy who lives across the street and is familiar with the geography),

Mark and I live at 203 Colden Ct, our property is adjacent (east) of the Old Grove HOA property and the Battles property (backyard). Mark and I both spoke at the P&Z Meetings, and the City Council meeting when this was proposed in 2018. We were opposed then, and remained opposed.

In 2018 the proposal was similar to now, as was discussed at your Work Session last night. The retaining wall and detention pond appear unchanged. Two years ago, the water was to run into pipes East along the HOA property line, then North, down our property line (drainage easement). Now, after meeting with Mike Boswell, they are no longer running pipes, but want to have the water flow into a cement flume along the east HOA property line that ends with a "collar" at our property line, and from there, they would grade our lot North and down the property line, and install grasscrete to prevent erosion. We are VERY concerned that during a heavy, fast rainfall, the run-off water will be uncontained and has the potential to flash flood our home.

In addition to this new concern, our other concerns from two years ago remain unchanged:

We are very concerned about the proposed dry retention pond and the risk to the health of neighboring homeowners and their property if the dry retention pond is not maintained. We are all at the mercy of the homeowner to maintain the pond, with no recourse if they do not.

Letter of Opposition

Our other opposition to this plan is that there are large oak trees along both the HOA easement (East/West), and a 100 year old Post Oak in our backyard (below right photo) within the easement (North/South) and planned drainage area that will have roots damaged when the drainage pipes or cement flume are installed. During the 7 years we have owned our house, we have spent over \$3,000 treating our Post Oak. We don't think it can survive having a good portion of its' root structure damaged.

Thank you for your consideration.

Jennifer and Mark Johnson

Letter of Opposition

From: Matthew Maly
Subject: RE: 203 Colden Ct
Date: October 28, 2020 at 11:02 AM
To: Jennifer Johnson
Cc: Mark ICE: Johnson



Mike Boswell

M

Good morning Mr. and Mrs. Johnson,

I've attached an exhibit created from our design plans that highlights the areas from Lot 17X (Area O1 - light blue) and adjacent to your west (Area O2 - grey) as they drain to the inlet at the northwest corner of your property. The runoff anticipated, based on the City's design criteria, is 7.2cfs when including those two areas and the proposed pond's discharge. We sized the flume and grasscrete sections to accommodate that flow.

What it means is that you could expect 3.5" of water depth within the 6" flume section (1.6" excess depth) and approximately 1' of depth within the grasscrete swale adjacent to your driveway (1.2" of excess depth assuming 2.5H:1V side slopes). These are what we assume as peak flows and depths based on the City's design criteria where there is additional capacity in the flume and swale in both sections.

I'm happy to discuss further if the above explanation doesn't speak to your concern.

Thank you,

Matthew Maly, P.E. | Project Manager
Pape-Dawson Engineers, Inc.
TBPE Firm Registration #470

One Ridgmar Centre, 6500 West Fwy., Suite 700, Fort Worth, TX 76116
P: 817.870.3668 | E: MMaly
Fort Worth | San Antonio | Austin | Houston | Dallas

Visit our new website - www.pape-dawson.com

CONFIDENTIALITY NOTICE

This electronic mail transmission may be confidential, may be privileged, and should be read or retained only by the intended recipient.

If you have received this transmission in error, please immediately notify the sender and delete it from your system.

-----Original Message-----

From: Jennifer Johnson
Sent: Tuesday, October 27, 2020 4:28 PM
To: Mike Boswell ; Matthew Maly
Cc: Mark ICE: Johnson
Subject: Re: 203 Colden Ct

Mike and Matt,

A couple of things after Mark and I have had time to process the discussion yesterday. We are very worried about the volume of water that could come down the HOA property and into our yard. If we have a fast heavy rain, the water may overwhelm the flume, the collar at the turn, or the grasscrete area, potentially causing water damage to our home. What info do you have on water volumes for those lots?

Also, I have reached out to our HOA to understand what the approval process is (if any) for modifying the grade and installation of the grasscrete. I have explained that it is a drainage easement. The HOA does not allow any modifications to our homes (except annual flowers) without their approval.

Thanks,
Jennifer

On Oct 26, 2020, at 6:17 PM, Mike Boswell
Thank you,

Mike Boswell
Director of Land Development

Toll Brothers, America's Luxury Home Builder®
2555 SW Grapevine Parkway, Suite 100, Grapevine, Texas 76051
Office: (817) 329-7973 | Cell: (972) 672-5228 | Fax: (817) 251-7309

-----Original Message-----

Letter of Opposition

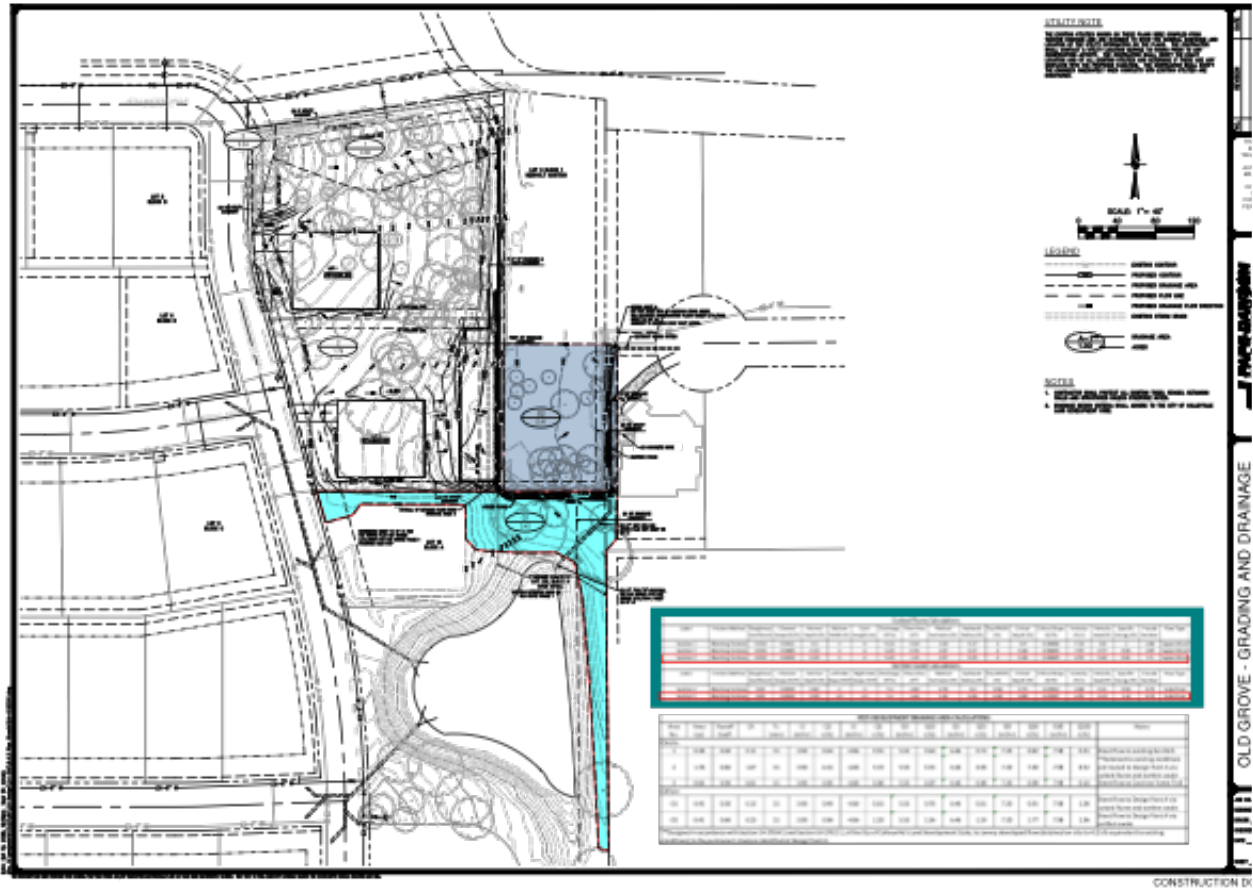
From: Jennifer Johnson
Sent: Monday, October 26, 2020 4:48 PM
To: Mike Boswell
Cc: Mark ICE: Johnson
Subject: 203 Colden Ct

EXTERNAL EMAIL : Use caution with links and attachments

Thanks for meeting with us today on the Battles property. I have copied Mark so that you have both our emails. Below are our cell #'s. Could you reply with your cell number?

Jennifer 817-919-4561
Mark 817-797-6917

Thanks,
Jennifer



Letter of Opposition

Subject: FW: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail

From: Susan Rau

Sent: Monday, November 2, 2020 2:47 PM

To: Jackie Reyff; jwjohnson114; Larry Wright; smathisencpa; ryan.moore; sbilqees; kimberlydraperholt; m.koch75; ckbevill; gbond; George Dodson; Chuck Kelley ; Kathy Wheat

Cc: Ben Bryner; Araceli Botello; ebattles; battles; rf Freitag; annheape; tonyagross; majohnson124; Susan Rau

Subject: Re: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail

Attn: Jackie Reyff, Principal Planner, City of Colleyville

My husband, Richard Freitag, and I live at 7105 Cast Iron Forest Trail. This email summarizes our concerns regarding the proposed re-plat of the property adjacent to our home. This case (PC20-006) is scheduled to be presented and considered by the Planning & Zoning Committee at its meeting on 11/9/2020.

We are in complete agreement with the points made by Jennifer & Mark Johnson, who live at 203 Colden Court. Copies of their emails dated 10/27/2020 and 10/28/2020 are included below. The Johnson's written objections followed an impromptu meeting that Toll Brothers requested with homeowners early last week. I attended along with the Brandon and Beth Battles and Jennifer Johnson. Mike Boswell from Toll Brothers and Matthew Maly from Pape-Dawson Engineering presented the proposal as we walked the area.

By way of background, Toll Brothers attempted to re-plat the subject properties in 2018-2019. Several P&Z and City Council meetings discussed the Toll Brothers proposal, but ultimately the City Council did not approve the drainage solutions proposed by Toll and its engineering consultants. The matter was tabled several times and ultimately withdrawn in 2019. Since then, Toll Brothers attempted to sell the land, then took it off the market and apparently has now decided to once again attempt to re-plat the land and build two homes.

As the Johnson's have noted in their emails, Toll Brothers' current proposal is substantially the same as it was two years ago, except that drainage would now run largely above ground. This may be problematic in terms of potential flooding, construction issues and ongoing maintenance--all of which are addressed in the Johnson's email.

We have three concerns about the latest Toll Brothers' proposal:

1. **The 2020 proposed drainage solution bypasses the large existing retention pond on Cast Iron Forest Trail.**
 1. At the final hearing before Toll withdrew its previous proposal, the City Council questioned various aspects of the engineering, grading and drainage. One key point was the Council's questions as to why the 2018 proposal refused to direct drainage into the existing large retention pond on Cast Iron Forest Trail. In response, Toll Brothers cited several deficiencies in the construction of the existing pond. To my knowledge, Toll Brothers has not made any changes or improvements to the existing pond in recent years.

Letter of Opposition

2. When we asked the Toll Brothers representative at last week's meeting why the latest proposal still does not direct the runoff to the large existing retention pond, Toll's answer was that they (Toll) consider the existing pond to be "defunct". This response was curious since Toll is currently building on another lot (109 Old Grove Road); the runoff from that lot will drain into the large existing pond. In fact, since taking over from David Bagwell (2014?), Toll has built in excess of 30 homes that drain into the large retention pond.
2. **The 2020 proposal includes a dry detention pond on a private lot in a PUD-R zoning tract.**
 1. As we understand it, the owner of "lot 2" would be responsible for the care and maintenance of the detention pond. Such ponds can easily become clogged with grass clippings, mulch, debris etc. Even simple acts like adding flower beds or playground equipment could alter the grading such that drainage is also affected. Unless or until the homeowner applied for a permit to build a pool or otherwise make major changes to its backyard, the only recourse that the HOA and City would have to enforce the maintenance of the pond is evidence of flooding, washouts or other damage to surrounding properties.
3. **The open channel construction being proposed is dangerous, unhealthy and unsightly.**
 1. The area behind our home and the Battles' property and alongside the Johnson's property is governed by the Old Grove HOA, and, possibly, by the Westmont HOA. This land borders the large retention pond and is available to residents to enjoy a walk, fishing or just gazing at the pond. It is also a refuge for birds and other wildlife. While there isn't tremendous foot traffic, the open construction is likely to breed mosquitos, become clogged with leaves, debris and otherwise make footing dangerous.
 2. In addition, access to the sanitary sewer line, underground utilities and the egress from the large retention pond may be impaired by the channel.

For these reasons, we object to the Toll Brothers plans as submitted and ask that the P&Z Committee and the City Council reject the current submission. Thank you in advance. Please contact me should you have any questions.

Best Regards,

Susan E. Rau & Richard Freitag
7105 Cast Iron Forest Trail
Colleyville TX 76034
908.962.3727 (cellular)

RESOLUTION R-21-4575

**A RESOLUTION DENYING A REPLAT FOR LOTS 1, 2, AND 3X,
BLOCK 1, OF THE OLD GROVE ADDITION, PHASE II**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat of Lots 1 & 2, Block 1, of the Neidholt Addition and Lot 2X, Block E, of the Old Grove Addition, Phase II September 14, 2020.

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

Sec. 1. THAT the Replat for Lots 1, 2, and 3X, Block 1, of the Old Grove Addition, Phase II on approximately 2.20 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 23RD DAY OF MARCH 2021.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 3, Kathy Wheat _____
Place 4, George Dodson _____

Mayor Pro Tem Bobby Lindamood _____
Place 5, Chuck Kelley _____
Place 6, Callie Rigney _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 10c

Agenda Date 7/20/2021

Number Resolution R-21-4626

Type Resolution

Department Community Development

Title

Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lot A1 & A2, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case PC21-008

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

UPDATE: The item was table at the June 15, 2021 meeting.

Tamara L. Spicer, the applicant, has submitted a request for a Replat for Lot 1R, Block 1, Village Court, being Lots 1A & 2A, Block 1, Village Court; being approximately 1.93 acres; and zoned RE Single-Family 'Estate' Residential. The purpose is to combine the two lots into one single residential lot and allow for the development of a new single-family home.

Existing Conditions/Background: The subject property is located along Pleasant Run Road on the east side of the street and north of Veranda Lane. The proposed combination of the two lots would conform to the RE district standards. The lots currently are not improved, but have flood plain located within their eastern portions.

Proposed Zoning:

Request – The applicant requests to rezone the properties from PUD-C to RE district. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 sf.	84,148 sf.
Minimum Lot Width	200 feet	219.95 feet
Minimum Lot Depth	300 feet	346 feet
Front Building Line	40 feet	
Side Building Line	25 feet	

Rear Building Line 40 feet

Max. Lot Coverage 20%

Max. Impervious Coverage 50%

Surrounding Development: The property to the north is zoned AG Agricultural and is improved with a single-family home and accessory buildings. The properties located to the south and east are located in The Village and are improved with commercial and residential uses in a mixed-use setting. Properties to the west are located in The Village improved with single-family attached uses and AG Agricultural improved with a metal building.

Analysis: The proposed lot is compatible with the RE zoning district and meets the intent of the City's Comprehensive Master Plan.

Plat Status: The property is identified as Lots 1A & 2A, Block1, Village Court.

DRC Review: The DRC met on March 22nd and offered the following comments to the applicant:

1. Provide the distance to the centerline of Pleasant Run Road.
2. We need a 37.5 feet ROW from the Centerline of Pleasant Run Rd. Current right of way varies from 65.0 feet and 61.7 feet and for a Major Collector it needs to be 75 feet, therefore this owners fair share would be 37.5 feet from centerline.
3. Lot is over 200 feet deep from both frontages, so a 16 foot drainage and utility easement along the rear, or eastern property line is required by Land Development Code.
4. Floodway easements need to be updated based on current FEMA proposed mapping, contact FEMA Region 6 for new mapping and redefine Floodway easements with all required notes.
5. Provide information from the franchise utilities for the abandonment of easements.

The plat was revised and complies with the Land Development Code.

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

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the replat contingent on approval of the requested zoning change.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the Replat at their May 10, 2021 meeting by a vote of 4-1.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Notification Map
6. Notification List
7. Property Owner Notification
8. Resolution R-21-4626

Aerial Map

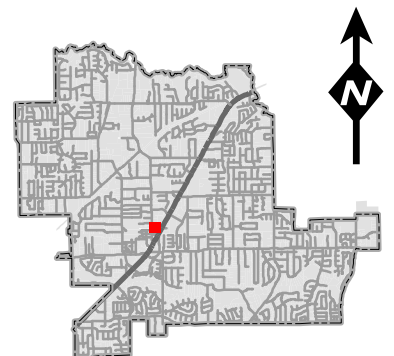


PC21-008

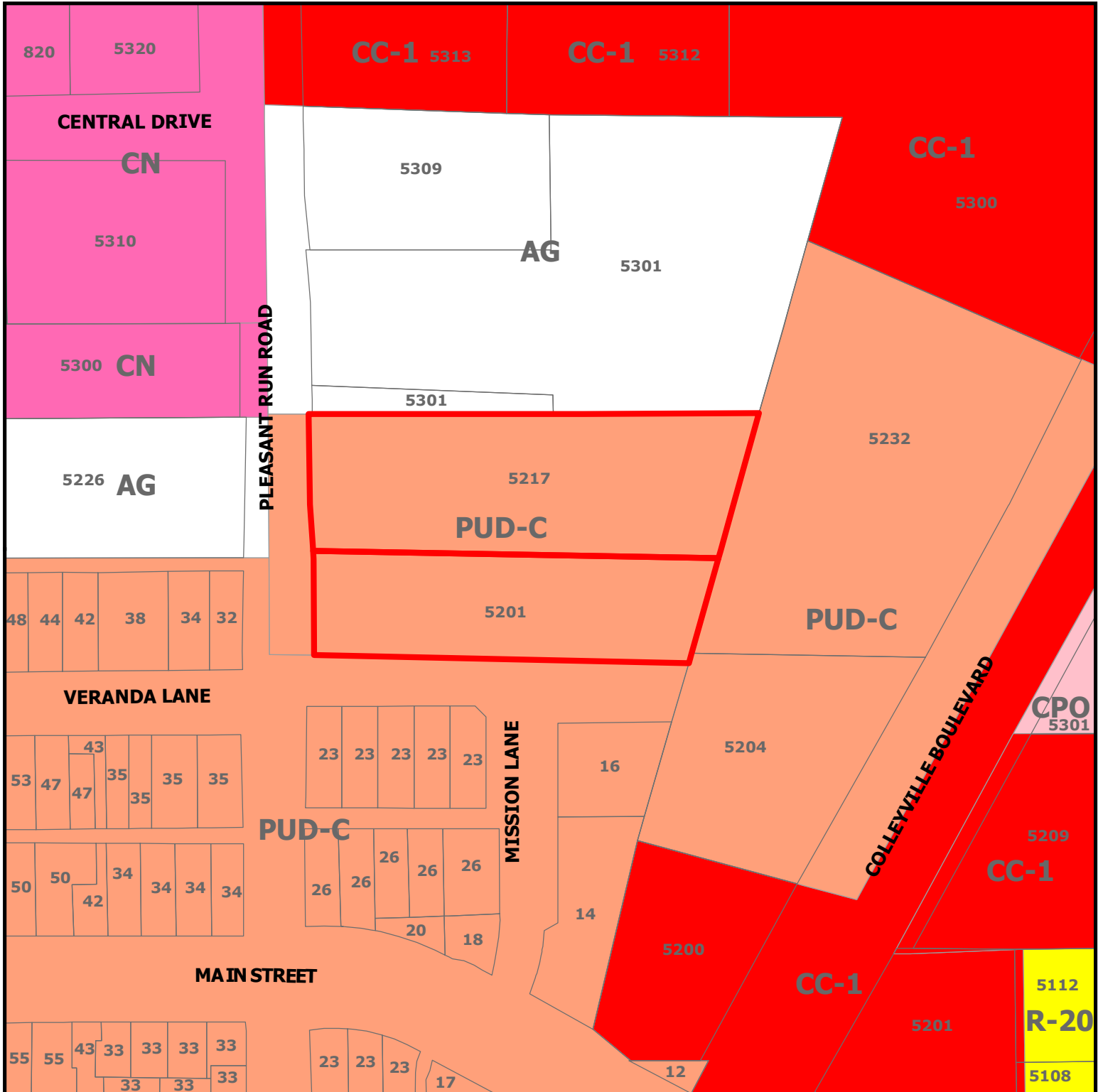
5217 and 5201 Pleasant Run Road

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 Subject Property



Zoning Map



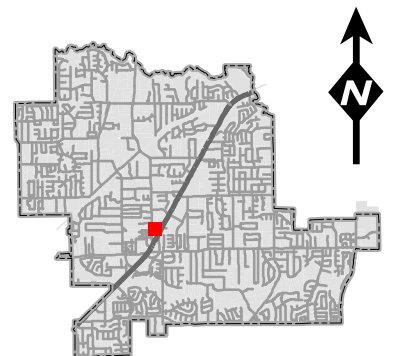
PC21-008

5217 and 5201 Pleasant Run Road

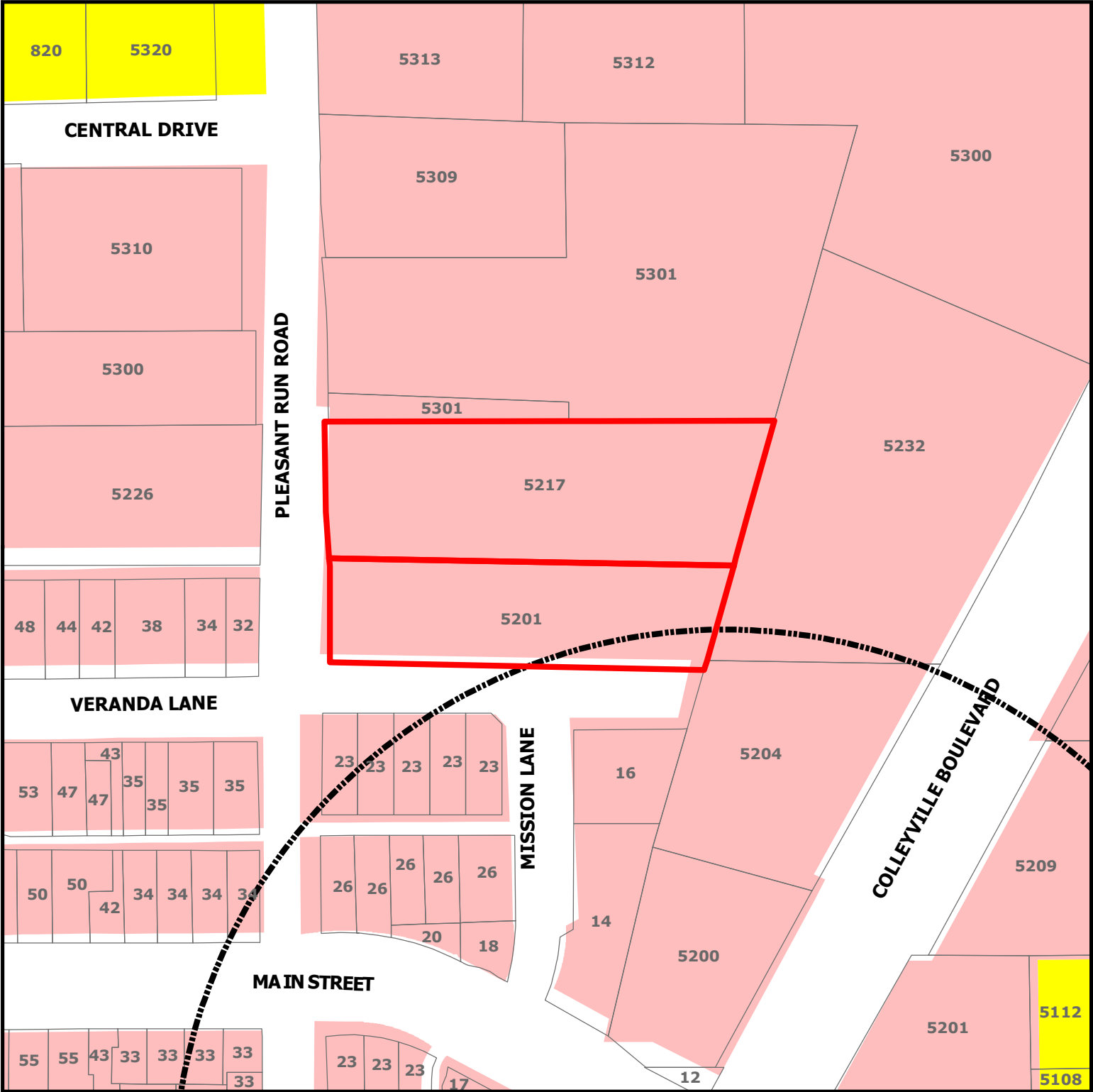


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 Subject Property



Future Land Use Map

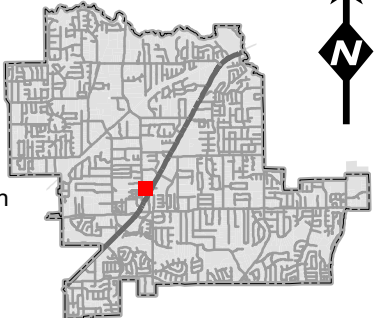


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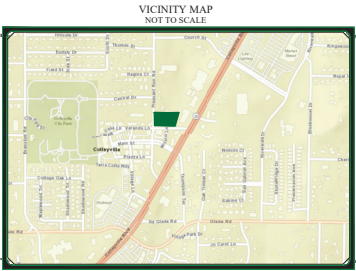
5217 and 5201 Pleasant Run Road

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-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Colleyville Blvd Corridor

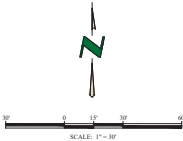


Plat Exhibit



SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with no combined scale factor.
- This property lies within Shaded Zone X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0095K, dated September 25, 2009, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to combine two previously platted lots into one.



STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, CRAIG D. BARTOSHI, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED TO REPLY UPON AS A PUBLIC DOCUMENT DATED 3/1/2021

CRAIG D. BARTOSHI, R.P.L.S.
No. 6459

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CRAIG D. BARTOSHI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF XXXXXX §

WHEREAS, XXXXXXXXXXXXXXXXXXXX, is the owner of all that certain 1.93 acres tract of land, by the Deed recorded in Document Number XXXXXXXXXXXXXXXXXXXX in the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), which is known as all of Lots 1 & 2, Block 1, Amended Plat of Village Court, as recorded in Cabinet A, Slide 10532 in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the J.M. Looney Survey, Abstract Number 652, City of Colleyville, Tarrant County, Texas and more particularly described by the metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap stamped "MILLER 5665" found for the southeast corner of the herein described tract, common to the southwest corner of Lot 2, Block 1, Village Front Door Addition recorded in Cabinet A, Slide 12698 P.R.T.C.T., being a point in the North line of Lot 1, of said Block 1, Village Front Door Addition;

THENCE North 88° 38' 37" West - 346.16' along the North line of said Village Front Door Addition and with the North line of Veranda Lane (Variable Width Right-Of-Way) and along the South line of the herein described tract to an "X" cut in concrete for the southwest corner of the herein described tract, which is at the intersection of the East line Pleasant Run Road (Variable Width Right-Of-Way), and the North line of Veranda Lane;

THENCE North 00° 53' 33" West - 219.95' with the East right-of-way line of said Pleasant Run Road, to an "X" cut in concrete for the northwest corner of the herein described tract, common to a point in the South line of a tract of land conveyed to Jean Andrew and Alton Foster by the Deed recorded in Document Number D19927039 in the Deed Records of Tarrant County, Texas (D.R.T.C.T.);

THENCE South 88° 38' 37" East - 220.00' along the South line of said Jean Andrew and Alton Foster tract, to a 1/2" iron rod with a cap stamped "VOGT 1528" found for a point for corner of the herein described tract, common to the southern most southwest corner of a tract of land conveyed to Kaylynn Forest Eart by the Deed recorded in Volume 11546, Page 2304 D.R.T.C.T.;

THENCE North 88° 50' 00" East - 194.54' along the South line of said Kaylynn Forest Eart tract, to an "X" found for the northeast corner of the herein described tract, being a point in the West line of said Lot 2, Block 1, Village Front Door Addition;

THENCE South 15° 58' 23" West along the West line of said Lot 2, Block 1, Village Front Door Addition, passing at 122.50' an "X" found and continuing for a total distance of 235.95', to the POINT OF BEGINNING and containing 1.93 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That XXXXXXXXXXXX, the Owner, does hereby adopt this plat designating the herein before described property as LOT 1R, BLOCK 1, VILLAGE COURT, and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate for simple to the public use forever any street, right-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness by our hands this _____ day of _____, 2021

By: _____
XXXXXXXX - Owner

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

PLANNING AND ZONING COMMISSION APPROVAL:

WHEREAS, The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2021, to approve this plat

Chairman, Planning and Zoning Commission _____

Attest Secretary, Planning and Zoning Commission _____

CITY COUNCIL APPROVAL:

WHEREAS, The City Council of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2021, to approve this plat

Chairman, Planning and Zoning Commission _____

Attest Secretary, Planning and Zoning Commission _____

REPLAT
VILLAGE COURT
LOT 1R, BLOCK 1

A REPLAT OF LOTS 1 AND 2, BLOCK 1, VILLAGE COURT AS RECORDED IN CABINET A, SLIDE 10532 IN THE PLAT RECORDS OF, TARRANT COUNTY, TEXAS IN THE J.M. LOONEY SURVEY, A-652 CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER
SOUTH BOWIE
INVESTMENT PARTNERS, LP
P.O. BOX 126
COLLEYVILLE, TEXAS, 76034
ENGINEER / SURVEYOR
STRAND AE
10003 TECHNOLOGY BLVD.
DALLAS, TEXAS 75220
972-620-8204

— MARCH 2021 —
ZONED: RE-40

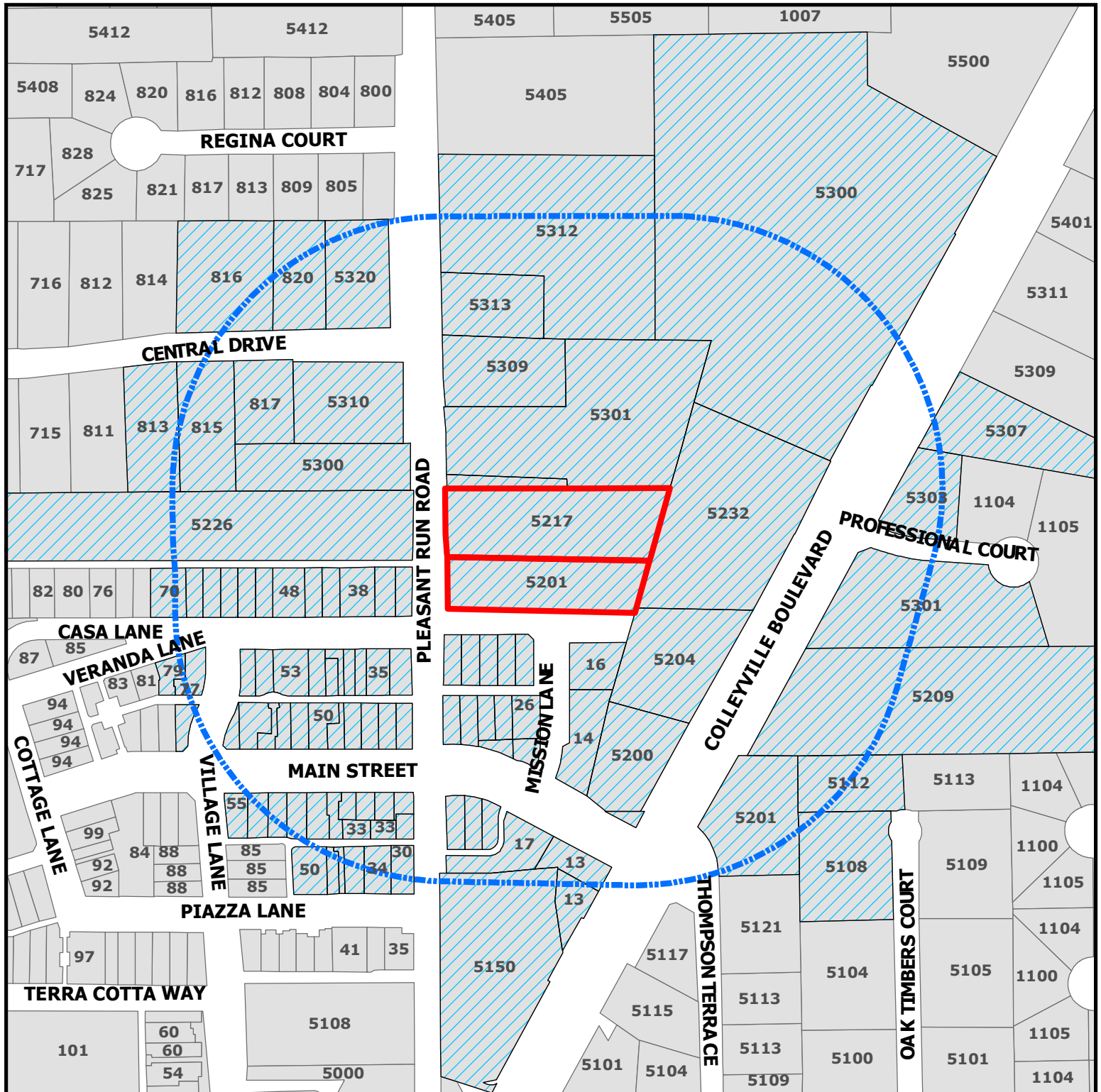
DRAWN BY: J.L.X. DATE: 03/02/2021 CHECKED BY: XXX JOB NO.: XXXXX

LEGEND

ROW - RIGHT-OF-WAY
CM - CONTROLLING MONUMENT
BF - BROWNS FOUND
SQ. FT. - SQUARE FEET
D.P.R.C.T. - USED PUBLIC RECORDS
P.R.C.T. - PUBLIC RECORDS COLLIN COUNTY TEXAS
PUBLIC RECORDS COLLIN COUNTY TEXAS

BOUNDARY
ADJOURNER
EASEMENT

Notification Map

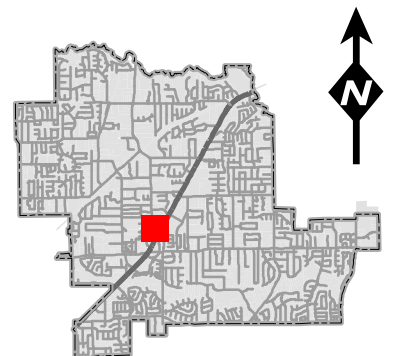


PC21-008

5217 and 5201 Pleasant Run Road

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-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	58 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
BURDETTE, MARK L	77 VERANDA LN	COLLEYVILLE, TX	76034	64 VERANDA LN # 411
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
GROFFMAN, STEVEN	815 CENTRAL DR	COLLEYVILLE, TX	76034	815 CENTRAL DR
HAMM, DAVID A	6109 EQUESTRIAN CT	COLLEYVILLE, TX	76034	32 VERANDA LN # 112
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	43 VERANDA LN
BOES, MARK	34 VERNADA LN # 210	COLLEYVILLE, TX	76034	34 VERANDA LN # 211
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 PIAZZA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	16 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
ZAKHARY, ADEL	42 VERANDA LN STE 110	COLLEYVILLE, TX	76034	42 VERANDA LN # 111
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	17 MAIN ST
REDEEMED CHRISTIAN CHURCH OF G	PO BOX 391	COLLEYVILLE, TX	76034	5300 PLEASANT RUN RD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
VILLAGE MONTICELLO PRNTS LTD	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	14 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	35 VERANDA LN # 312
GIFFORD, T	33 MAIN ST #260	COLLEYVILLE, TX	76034	33 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5209 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
BOBBY MOORE FAMILY LP	6113 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	46 PIAZZA LN # 36 110
BAJRAM & RUZDI INVESTMENTS LLC	206 MILL WOOD DR	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
GILLILAND, DOUGLAS H	9285 HUNTINGTON SQ # 100	NORTH RICHLAND HILLS, TX	76182	55 MAIN ST
BURDETTE, DONNA E	77 VERANDA LN	COLLEYVILLE, TX	76034	77 VERANDA LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 210
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	48 VERANDA LN
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5312 COLLEYVILLE BLVD
LALA FAMILY TRUST	816 CENTRAL DR	COLLEYVILLE, TX	76034	816 CENTRAL DR
ROGERS, J ANDREW	201 MAIN ST STE 2500	FORT WORTH, TX	76102	30 PIAZZA LN
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5201 PLEASANT RUN RD
DS & RS PROPERTIES LLC	2421 ARBOR GATE LN	COLLEYVILLE, TX	76034	5320 Pleasant Run RD
KREIDER, LORRAINE	79 VERANDA LN	COLLEYVILLE, TX	76034	79 VERANDA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	13 MAIN ST
KIPTON ANDERSON INVESTMENTS LL	5303 COLLEYVILLE BLVD STE B	COLLEYVILLE, TX	76034	5303 COLLEYVILLE BLVD
SUNDER HOLDINGS LLC	11464 HARRY HINES BLVD	DALLAS, TX	75229	5201 COLLEYVILLE BLVD
FEAGAN, DENNIS JOHN	1303 BELLEFONTE LN	COLLEYVILLE, TX	76034	5309 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
TURNER, LORI	62 VERANDA LN	COLLEYVILLE, TX	76034	62 VERANDA LN # 311
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
VILLAGE JV LLC	610 DEFOREST CT	COPELL, TX	75019	76 MAIN ST
C & S SKY BLUE CORPORATION	2127 SERENE CT	KELLER, TX	76248	5307 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	38 VERANDA LN
KRAFTHOEFFER, ASHLEY	38 PIAZZA LN	COLLEYVILLE, TX	76034	38 PIAZZA LN # 37 310
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	20 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
NORWOOD, TODD	6404 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	68 VERANDA LN # 611
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	18 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	53 VERANDA LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
LFA PROPERTIES LLC	7904 SHEFFIELD CT	NORTH RICHLAND HILLS, TX	76182	
D & V WALKER PROPERTIES LLC	5501 NORMANDY DR	COLLEYVILLE, TX	76034	5226 PLEASANT RUN RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	35 VERANDA LN # 411
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5313 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
CLARKE PRODUCTS INC	820 CENTRAL DR	COLLEYVILLE, TX	76034	820 CENTRAL DR
BETHEL METHODIST CHURCH OF NOR	5310 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5310 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	70 CASA LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	23 MAIN ST
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5217 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 MAIN ST
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
DDK REAL ESTATE INV LLC	7212 THAMES TRL	COLLEYVILLE, TX	76034	5204 COLLEYVILLE BLVD
BELL, WILLIAM M	60 VERANDA LN # 210	COLLEYVILLE, TX	76034	60 VERANDA LN # 210
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 211
GBC CAPITAL LLC	PO BOX 121	COLLEYVILLE, TX	76034	44 VERANDA LN
PITTS, REX A	66 VERANDA LN	COLLEYVILLE, TX	76034	66 VERANDA LN # 510
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	13 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 112
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 211
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
ATWOOD, STEVE	34 PIAZZA LN # 37	COLLEYVILLE, TX	76034	34 PIAZZA LN # 37
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	12 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	50 PIAZZA LN
BARNARD PARTNERS XIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	5301 COLLEYVILLE BLVD
CAREW, PAT	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	5108 OAK TIMBERS CT
GABLE, MICHAEL	813 CENTRAL DR	COLLEYVILLE, TX	76034	813 CENTRAL DR
FARRAR, NANCY KAREN	33 MAIN ST STE 200	COLLEYVILLE, TX	76034	33 MAIN ST
BEAM REAL ESTATE LLC	14455 WEBB CHAPEL RD	FARMERS BRANCH, TX	75234	5200 COLLEYVILLE BLVD
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5300 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	43 MAIN ST
FIGUEROA FAMILY REVOCABLE TRUS	817 CENTRAL DR	COLLEYVILLE, TX	76034	817 CENTRAL DR
COLLEYVILLE LOFTS VENTURE LLC	1430 BROADWAY 14TH FLR	NEW YORK, NY	10018	5232 COLLEYVILLE BLVD # 1
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 110
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 112
WILLIAMS, ALFLOYD	33 MAIN ST 210	COLLEYVILLE, TX	76034	33 MAIN ST
XU, SHENG	2113 BRENTCOVE DR	GRAPEVINE, TX	76051	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
MCR VENTURES LLC	3716 BLOSSOM HEATH RD	DAYTON, OH	45419	33 MAIN ST
TULLY, SUSAN	33 MAIN ST # 240	COLLEYVILLE, TX	76034	33 MAIN ST
ISBELL, STEVE E	5112 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5112 OAK TIMBERS CT
COLLEYVILLE HEIGHTS	825 REGINA COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
SPICER, TAMARA L	90 CASA LANE	COLLEYVILLE, TX	76034	APPLICANT



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, April 12, 2021 at 7:00 p.m.

City Council Meetings: Tuesday, May 4, 2021 at 7:30 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lots A1 & A2, Block 1, Village Court. The purpose is to combined the two properties into a one (1) single-family residential lot and allow for the development of a new home. No new lots are proposed.

Zoning Case: PC21-008

Applicant: Tamara L. Spicer

Owner: South Bowie Investment Partners, LP

Location: 5217 & 5201 Pleasant Run Road

Property Description: Lot A1 & A2, Block 1, Village Court

Present Zoning: PUD-C Planned Unit Development-Commercial

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request.

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

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

NOTICE OF PUBLIC HEARING

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Action by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

RESOLUTION R-21-4626

**A RESOLUTION APPROVING A REPLAT FOR LOT 1R, BLOCK 1,
VILLAGE COURT**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat for Lot 1R, Block 1, Village Court, on May 10, 2021.

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

Sec. 1. THAT the Replat, for Lot 1R, Block 1, Village Court on approximately 1.93 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS
THE 20th DAY OF JULY 2021.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 3, Kathy Wheat _____
Place 4, George Dodson _____

Mayor Pro Tem Bobby Lindamood _____
Place 5, Chuck Kelley _____
Place 6, Callie Rigney _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 12

Agenda Date 7/20/2021

Type Report

Department City Secretary

Title

Parks and Recreation Advisory Board Minutes - March 1, 2021

Parks and Recreation Advisory Board Minutes - May 3, 2021

Attachments

1. March 1, 2021 Parks and Recreation Minutes
2. May 3, 2021 Parks and Recreation Minutes



City of Colleyville Parks and Recreation Advisory Board MINUTES

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

Monday, March 1, 2021
6:00 p.m.

Colleyville Senior Center
2512 Glade Road

1. CALL TO ORDER

Chair Rich Hendler called the meeting of the Parks and Recreation Advisory Board to order on March 1, 2021 at 6:01 p.m.

ROLL CALL: Virtually: Chair Rich Hendler, Vice Chair Cliff LeBlanc, Board Members: Dustan Goodell, John Hillebrand, James Linn, Eric Presson, and Dan Witte.

Also Present Virtually: Assistant City Manager Adrienne Lothery, Parks and Recreation Director Lisa Escobedo, Councilmember Liaisons Kathy Wheat and Callie Rigney, and Administrative Secretary Joyceinne Williams.

Absent Board Members: Justin Fairless

2. APPROVAL OF MINUTES

Member Witte moved to approve the January 4, 2021 minutes. Member Goodell seconded the motion. The motion carried unanimously.

3. REGULAR AGENDA ITEMS

3a CIP Park Project Update

Parks and Recreation Director Lisa Escobedo reviewed the status of CIP projects:

- Pickle Ball Courts – to begin in late March, delayed start due to geotechnical survey, anticipate May completion
- Pleasant Run Practice Field restroom – engineering design
- Relocation of statue and setting of new statue at the police department – complete
- Interpretive signage at the Nature Center and McPherson Park – complete
- Pond in front of the Justice Center - is newly acquired and improvements will begin in early spring
- Renovation of Parks Maintenance building – Fire Department and Public Works are renovating both buildings – estimated finish is late April

Regarding the statue at the police department, Vice Chair LeBlanc asked if the pillar is going to be finished. Director Escobedo stated the police department is having a new plaque made which will be installed where the previous plaque was located.

3b Pedestrian transportation recap

Manager Adrienne Lothery provided a review of the recommendations of the Pedestrian Transportation Ad Hoc Committee, for the benefit of new Parks and Recreation Advisory Board members, as three members of the Parks and Recreation Advisory Board served the committee. Manager Lothery noted these recommendations were brought before the City Council in 2019 and the Committee work was finished at that time. She provided definitions of trails and sidewalks, explained project types, scheduling, budgets, categories, status, and anticipated projects and timelines. She also noted the City would submit a list of projects for consideration by Tarrant County as they move forward with preparations for a bond election.

There was general discussion regarding TIF, projects, and accomplishments. Members Hillebrand and Goodell thanked the City Council, Director Escobedo, and Manager Lothery for the updates.

3c Update on the SH26 beautification project

Manager Adrienne Lothery provided an overview of the SH26 beautification. She advised the efforts are leading to economic development, an increase in restaurant interest, and business opportunities. There was discussion of the timelines, tower heights/signage, and vision and design for the northern gateway.

3d Winter storm update

Director Escobedo reported the City opened a warming center at the library the entire week of the storm. She stated there was positive feedback from citizens and many citizens used the center and were appreciative of the efforts. Director Escobedo and Manager Lothery answered questions regarding damage to City facilities.

Chair Hendler and members of the Board expressed appreciation to the City Council and staff for the efforts.

4. REPORTS

4a Parks and Recreation operations report

Director Escobedo provided a written report of the Parks and Recreation operations and reviewed the report, which also included scheduled Parks and Recreation events, and projects.

There was general discussion of the youth sports association responsibilities regarding fields and lights.

Chairman Hendler thanked everyone and noted if members have items they would like discussed, to contact him or Vice Chair LeBlanc.

5. ADJOURNMENT

There being no further business before the Board the meeting was adjourned at 7:16 p.m.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 3RD DAY OF MAY 2021.

Minutes taken and prepared by:

Joyceinne Williams

Joyceinne Williams
Administrative Secretary



City of Colleyville Parks and Recreation Advisory Board MINUTES

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

Monday, May 3, 2021
6:00 p.m.

Colleyville Center
5301 Riverwalk Drive

1. CALL TO ORDER

Chair Rich Hendler called the meeting of the Parks and Recreation Advisory Board to order on May 3, 2021 at 6:02 p.m.

ROLL CALL: Chair Rich Hendler, Vice Chair Cliff LeBlanc, Board Members: Dustan Goodell, Amy Ackermann, James Linn, Eric Presson, and Dan Witte.

Also Present: Parks and Recreation Director Lisa Escobedo, Councilmember Liaisons Kathy Wheat and Callie Rigney, and Administrative Secretary Joyceinne Williams.

2. APPROVAL OF MINUTES

Member Presson moved to approve the March 1, 2021 minutes. Member Witte seconded the motion. The motion carried unanimously.

3. REGULAR AGENDA ITEMS

3a Introduction of new Board Member

In lieu of the first in-person meeting since the pandemic, it was suggested by Councilmember Wheat that all board members introduce themselves.

3b Update on Senior Center Renovation

Director Escobedo presented the board with a power point presentation that provided the board with specific renovation plans:

- Update of the entry way
- Connection of annex building to main building
- Multipurpose room spacing to accommodate programming needs
- Facade enhancements
- Future plans that are being considered including the outside patio area and the park land

Director Escobedo reported that on May 18, the council will meet to discuss the preferred exterior appearance and future park enhancements.

3c Overland Park

Director Escobedo presented on the future plans for a small pocket park area on a small lot of land that was once occupied by a pump station located on Overland Trail. This small area sits on approximately 1 acre of land. Several suggested amenities were discussed, taking into account the limited amount of space.

3d Discuss of Colleyville City Fair

The Colleyville City Fair will take place on May 22. The fair will be an evening of family fun including carnival rides, games, food trucks, fireworks, and several other fun events. The evening will be topped off with a spectacular fireworks show.

The Parks and Recreation Department will provide a booth. Director Escobedo asked for volunteers from the board to distribute small gifts.

3e Discussion of Colleyville Parks and Recreation Advisory Board

Chair Hendler discussed the possibilities of board members suggestion on inviting speakers and topics of concern to the board meetings. Director Escobedo informed the board that Keep Colleyville Beautiful would be a good source for board members to discuss their ideas. She suggested inviting them to a meeting to present their mission.

Chairman Hendler thanked everyone and encouraged members that have items they would like discussed, to contact him or Vice Chair LeBlanc.

REPORTS

4a Parks and Recreation operations report

Director Escobedo provided a report of the Parks and Recreation operations which also included upcoming events and projects.

4b Open House invitations

Director Escobedo invited all board members to attend the open house of the newly renovated park maintenance building scheduled for May 18, at 4:30 pm.

Director Escobedo also invited all board members to attend the open house for the Colleyville Business Center on May 20, at 5 pm.

5. ADJOURNMENT

Next Scheduled Meeting: July 12, 2021 at Colleyville Center

Board member Witte moved to adjourn the meeting and Board member Linn seconded. Motion carried unanimously, Chair Hendler adjourned the meeting at 7:24 p.m.

Minutes taken and prepared by:

Joyceinne Williams

Joyceinne Williams
Administrative Secretary

RESOLUTION R-21-4636

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 20, 2021**

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 ON THIS THE 20TH DAY OF JULY 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor