



City of Colleyville City Council Agenda

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

Monday, October 3, 2022

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

CALL TO ORDER

WS-1 Discussion of the Stormwater Master Plan

WS-2 Discussion of the October 3, 2022, City Council regular agenda items

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

Section 551.071 - Legal - Consulting with the city attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:

1. Receive legal advice regarding code enforcement action related to various exterior structures within the Village Owners Association
2. Receive legal advice regarding updates to the Colleyville Police Department personnel policies

Section 551.071 - Legal - Consultation with attorney regarding pending litigation: TAP Realty, LLC and 62 Main Street, LLC v Neighborhood Management, Inc., et. al, Cause No. 352-323927-21 filed in the 532nd Judicial Court, Tarrant County

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

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**7:00 P.M.****CITY COUNCIL CHAMBERS****INVOCATION: Pastor Dale Molden, First Colleyville****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-22-4772****3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS****Announcements of civic and charitable events****Presentation of calendar events and updates****Announcements of awards and recognition**

Presentation of National Community Planning Month proclamation - Mayor Bobby Lindamood and Community Development Director Ben Bryner and Planning Manager Jackie Reyff

Award of Recognition to Police Sergeant Matt Foss - Fire Chief Mark Cantrell, Police Chief Michael Miller, and Mayor Bobby Lindamood

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-22-4773

4a Approval of the minutes of the Special City Council meeting of September 19, 2022

4b Approval of the minutes of the regular City Council meeting of September 20, 2022

4c Approval of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$238,010.00, and any associated change orders, in an amount not to exceed 25% of the original contract price, and authorizing the City Manager to execute the contract

4d Approval of the first one-year renewal term with Stripe-A-Zone, LLC, for the FY2023 Miscellaneous Pavement Marking Contract, in an amount not to exceed \$150,000.00, and authorizing the City Manager to execute the agreement

4e Approval of the second one-year renewal term for the Tree Trimming Contractor Services Agreement with Smith Lawn and Tree, LLC, in an amount not to exceed \$75,000.00, and authorizing the City Manager to execute the agreement

- 4f** Approval of a construction contract with Demolition Specialties, for the Asbestos Abatement and Demolition Project, in an amount not to exceed \$80,000 and a contingency amount not to exceed \$10,000, and authorizing the City Manager to execute the contract
- 4g** Approval of a construction services agreement for a Texas Department of Transportation (TxDOT) Green Ribbon Program project with Cole Construction, Inc., for improvements to SH26 from Brown Trail to Cheek-Sparger Road in an amount not to exceed \$350,606.00, in conformance with the executed Advance Funding Agreement between the City and TxDOT for the project; and authorizing the City Manager to execute the agreement upon final approval from TxDOT
- 4h** Approval of the 2022 Christmas gift card and Colleyville Gives economic development programs

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

5a Ordinance O-22-2225

Amending Chapter 2, Article II of the Code of Ordinances to provide for adoption of a General Fund Capital Improvement Plan Fee

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

6a Ordinance O-22-2211

Consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-22-4774

Consideration of a replat for Lots 1, 2, and 3, Block 1, McCrady Addition, being Lot 1, Block 1, Cecil Oaks and Lot 1, Block 1, Gotcher Addition, located at 5812 and 5816 Bransford Road, Case PC22-014

7b Resolution R-22-4775

Consideration of variances to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for lot coverage, front setback, and street side yard setback in the R-40 Single Family Residential district, for Lot 1A, Block 2, Stafford Heights Subdivision, located at 4901 Stafford Drive, Case VC22-009

7c Resolution R-22-4776

A resolution denying Oncor Electric Delivery Company LLC's application to change rates within the City

7d Resolution R-22-4777

A resolution of the City Council approving a Purchase and Sale Agreement for the real property and existing buildings and facilities generally located at 5008 Roberts Road, Colleyville, Texas, consisting of approximately 14.957 +/- areas located in the Green W. Minter Survey, Abstract No. 1034, Tract 8a, Lot 1R1, in the Metroplex Covenant Church Addition, an Addition to the City Of Colleyville, Tarrant County, Texas; authorizing the City Manager to execute the agreement subject to approval and issuance of certificates of obligation necessary to fund the purchase price; and providing an effective date

8. CITIZEN COMMENTS**9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR MONDAY, OCTOBER 3, 2022 - READING AND PUBLIC HEARING - RESOLUTION R-22-4778****10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Thursday, September 29, 2022* 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
Colleyville, Texas 76034
www.colleyville.com

Agenda Number WS-1

Agenda Date 10/3/2022

Type Worksession

Department Public Works

Title

Discussion of the Stormwater Master Plan

Explanation

This item provides for discussion and City Council direction regarding the Stormwater Master Plan.

Attachments

1. Stormwater Presentation



City of Colleyville's Drainage Master Plan

October 3, 2022



Agenda

- ▶ Purpose and Goals of Drainage Master Plan
- ▶ Components of Drainage Master Plan
- ▶ Results and Recommendations
- ▶ Next Steps

Purpose and Goals of Drainage Master Plan

- ▶ Determine State of the City with Regard to Drainage Needs
 - ▶ Identify and evaluate the flood risks at public roadway crossings located at FEMA designated creeks and tributaries within the City limits and known flooding areas (low water crossings and neighborhoods)
- ▶ Develop a Prioritized Implementation Plan
 - ▶ Prioritize each roadway crossing culvert based upon a ranked criteria matrix and develop mitigation solutions to address the highest flood risks and develop a phased implementation plan to address the projects over time. Includes other drainage projects in known flooding areas.

Purpose and Goals of Drainage Master Plan

- ▶ Evaluate maintenance conditions of the roadway culverts and known erosion issues
 - ▶ Evaluate roadway crossings and determine annual maintenance costs
 - ▶ Evaluate Green Meadow (Little Bear Creek)
- ▶ Update the City's current drainage design criteria and policy
 - ▶ Update the drainage design manual
 - ▶ Update the City's MS4 (Municipal Separate Storm Sewer System) Ordinance

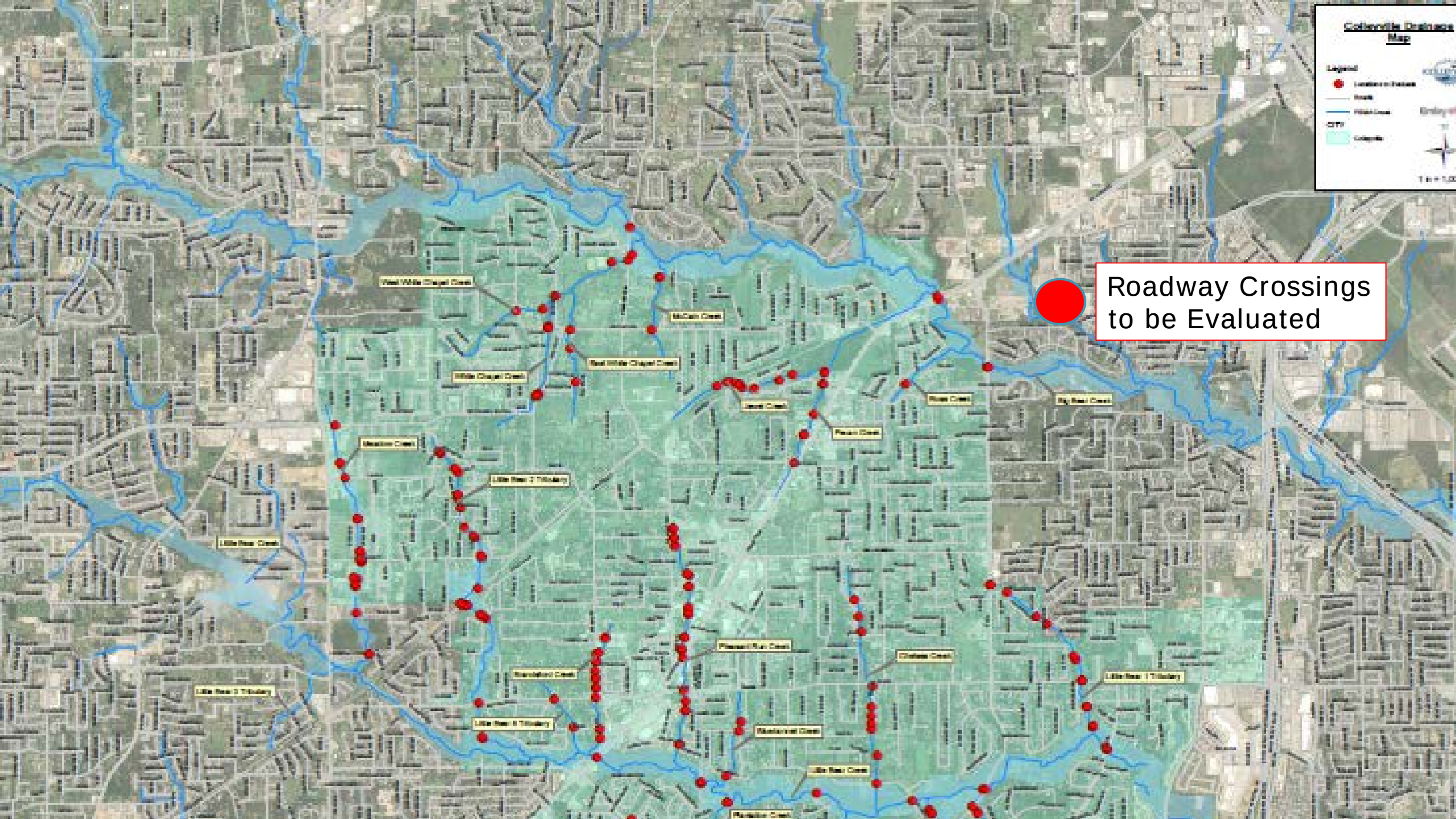
Purpose and Goals of Drainage Master Plan

- ▶ Develop a drainage master plan that is tailored to the City's needs and focuses on identifying and addressing drainage needs immediately.
- ▶ Provide a framework for the City to update annually to maintain an accurate and up to date account of the City's drainage needs.

Components of Drainage Master Plan

- ▶ Identify and evaluate over 130 crossings at FEMA designated creeks
 - ▶ Sidewalks, pedestrian bridges, bridges and culverts
 - ▶ 12 tributaries (Little Bear Creek) and 7 tributaries (Big Bear Creek)
 - ▶ Capacity (overtopping/flooding)
 - ▶ Several crossings privately maintained





Cotuitville Drainage Map

Legend

- Location of Problem
- Roads
- Drainage Basins
- City
- Cotuitville

Scale: 1 in = 1.00

Roadway Crossings
to be Evaluated

Components of Drainage Master Plan

- Prioritize each crossing based upon a ranking criteria matrix. Ranking of High, Medium and Low
- Filtered public vs private crossings
- Determine improvements and associated costs of roadway culverts
- 16 High/14 Medium Priority Public Crossings

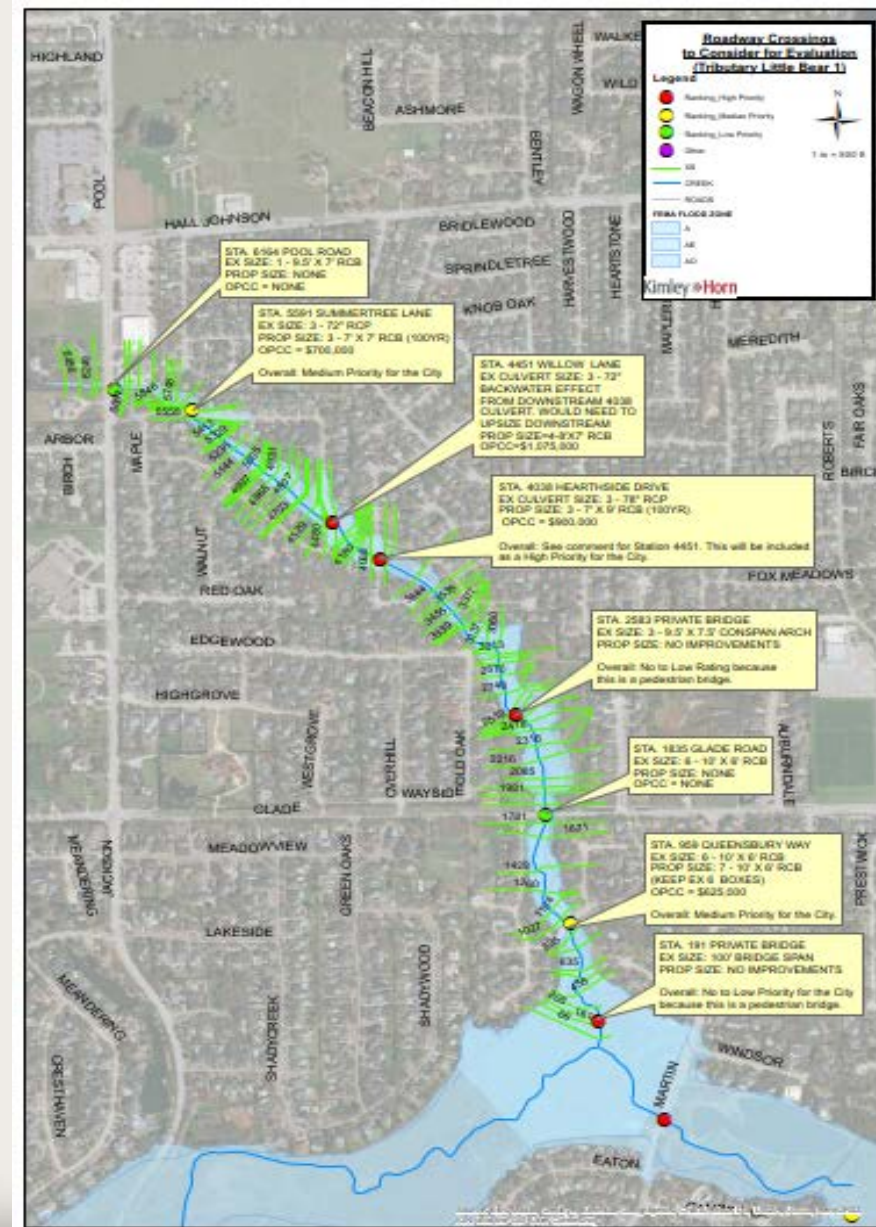
10-Year Storm Event					
Red	Yellow	Green	Purple	Gray	Total
7	32	70	5	11	125
25-Year Storm Event					
Red	Yellow	Green	Purple	Gray	Total
10	40	58	4	13	125
50-Year Storm Event					
Red	Yellow	Green	Purple	Gray	Total
13	42	54	3	13	125
100-Year Storm Event					
Red	Yellow	Green	Purple	Gray	Total
14	47	49	4	11	125
500-Year Storm Event					
Red	Yellow	Green	Purple	Gray	Total
20	49	33	4	19	125

Title: Branson Creek - Private Drive 648 Sheet 1 of 29					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Asphalt Pavement	14	SY	\$ 60.00	\$ 840.00
2	Channel Grading	90	CY	\$ 25.00	\$ 2,250.00
3	Storm Drain Pipe (36" RCP)	30	LF	\$ 120.00	\$ 3,600.00
4	Concrete Headwalls	2	EA	\$ 5,300.00	\$ 10,600.00
5	Rock Riprap (12")	25	CY	\$ 130.00	\$ 3,250.00
6	Fence Repair as Needed	10	LF	\$ 150.00	\$ 1,500.00
				Paving Construction Cost Subtotal	\$ 22,040.00



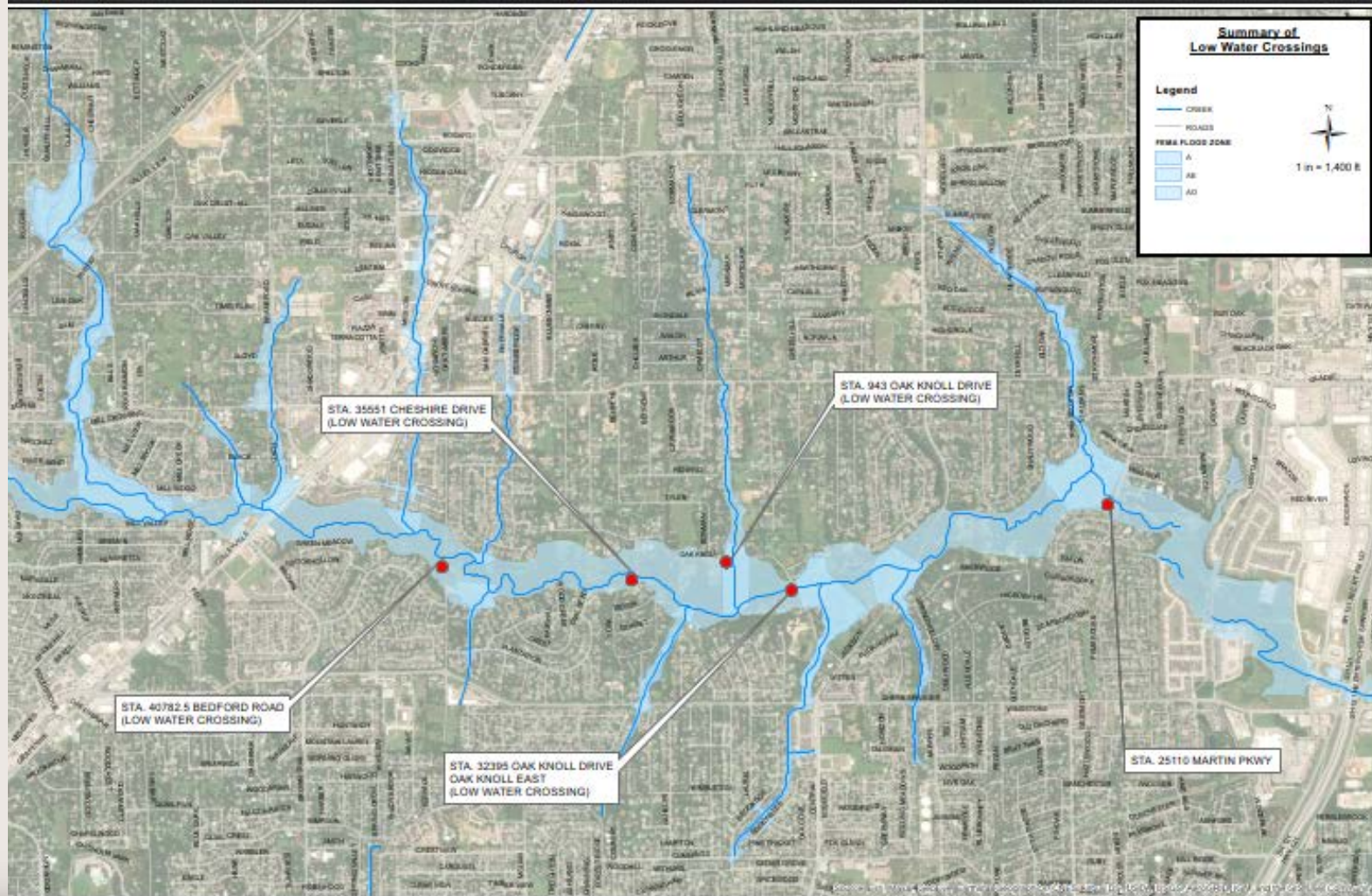
Components of Drainage Master Plan

- Crossings provided with detailed information and prioritization for all the tributaries



Components of Drainage Master Plan

- ▶ 6 Low Water Crossings
 - ▶ Bedford Road
 - ▶ Cheshire Drive
 - ▶ Oak Knoll Drive (2)
 - ▶ Jackson Road
 - ▶ Martin Parkway



Components of Drainage Master Plan

- ▶ Provided Conceptual Design and Construction Costs
- ▶ Conceptual Design used for Grant Funding Opportunities

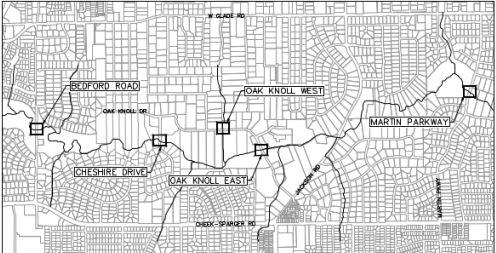
THE CITY OF COLLEYVILLE, TEXAS
PLANS FOR
**STORM DRAINAGE MASTER PLAN
LOW WATER CROSSINGS**
PROJECT IMPROVEMENT

City Officials:

Mayor: Bobby Lindamood
Mayor Pro Tem: Richard Newton
City Council: Kathy Wheat
Callie Rigney
Tammy Nakamura
George Dodson
Chuck Kelley

City Staff:

City Manager: Jerry Ducay
Assistant City Manager: Mark Wood
Adrienne Lothery
Public Works Director: Ray Silva-Reyes



Sheet Index:

General:

C0.01 - COVER SHEET

Martin Parkway:

C1.01 - MARTIN PARKWAY - WORKMAP
C1.02 - MARTIN PARKWAY - PLAN AND PROFILE
C1.03 - MARTIN PARKWAY CROSS SECTIONS - SHEET 1 OF 11
C1.04 - MARTIN PARKWAY CROSS SECTIONS - SHEET 2 OF 11
C1.05 - MARTIN PARKWAY CROSS SECTIONS - SHEET 3 OF 11
C1.06 - MARTIN PARKWAY CROSS SECTIONS - SHEET 4 OF 11
C1.07 - MARTIN PARKWAY CROSS SECTIONS - SHEET 5 OF 11
C1.08 - MARTIN PARKWAY CROSS SECTIONS - SHEET 6 OF 11
C1.09 - MARTIN PARKWAY CROSS SECTIONS - SHEET 7 OF 11
C1.10 - MARTIN PARKWAY CROSS SECTIONS - SHEET 8 OF 11
C1.11 - MARTIN PARKWAY CROSS SECTIONS - SHEET 9 OF 11
C1.12 - MARTIN PARKWAY CROSS SECTIONS - SHEET 10 OF 11
C1.13 - MARTIN PARKWAY CROSS SECTIONS - SHEET 11 OF 11

Cheshire Drive:

C2.01 - CHESHIRE DRIVE - WORKMAP
C2.02 - CHESHIRE DRIVE - PLAN AND PROFILE
C2.03 - CHESHIRE DRIVE CROSS SECTIONS - SHEET 1 OF 3
C2.04 - CHESHIRE DRIVE CROSS SECTIONS - SHEET 2 OF 3
C2.05 - CHESHIRE DRIVE CROSS SECTIONS - SHEET 3 OF 3

Bedford Road:

C3.01 - BEDFORD ROAD - WORKMAP
C3.02 - BEDFORD ROAD PLAN AND PROFILE - START TO STA. 8+00
C3.03 - BEDFORD ROAD PLAN AND PROFILE - STA. 8+00 TO END
C3.04 - BEDFORD ROAD CROSS SECTIONS - SHEET 1 OF 4
C3.05 - BEDFORD ROAD CROSS SECTIONS - SHEET 2 OF 4
C3.06 - BEDFORD ROAD CROSS SECTIONS - SHEET 3 OF 4
C3.07 - BEDFORD ROAD CROSS SECTIONS - SHEET 4 OF 4

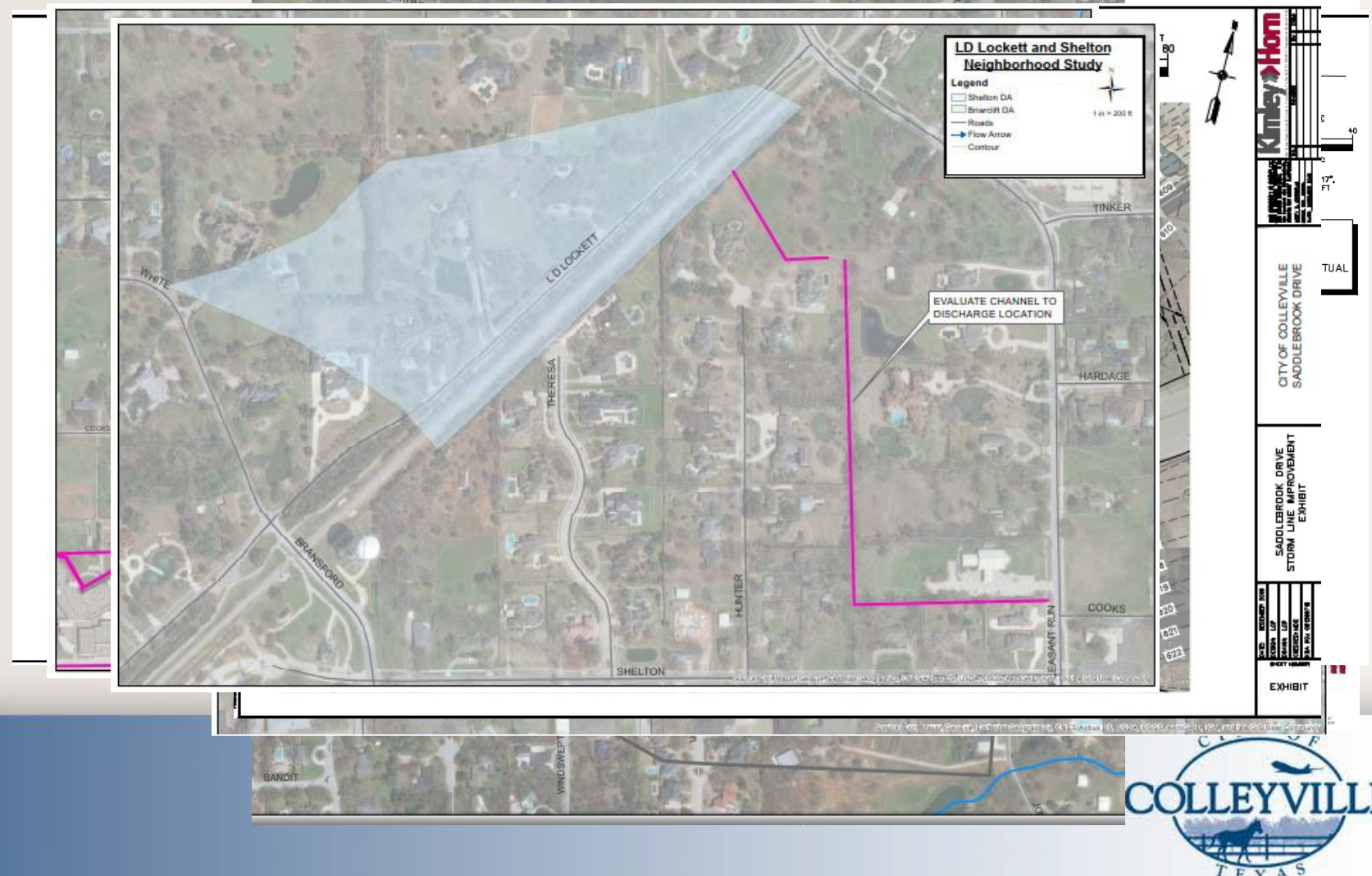
Location	Size Needed	OPCC
Martin Pkwy	9-12'x12' RCB or 120' Bridge	\$6,000,000
Oak Knoll	8-12'x12' RCB or 100' Bridge	\$4,000,000
Cheshire Drive	9-12'x12' RCB or 120' Bridge	\$4,000,000
Bedford Road	8-12'x12' RCB or Bridge	\$3,600,000
Oak Knoll	6-7'x7' RCB	\$4,000,000



Components of Drainage Master Plan

► Neighborhood Studies – Drainage Area Problems

- Shelton
- Ponderosa
- Jim Mitchell
- Saddlebrook
- Briarcliff
- Pleasant Run
- Bandit



Components of Drainage Master Plan

► Evaluate the Major Roadway Crossings at FEMA Designated Creeks

► Maintenance Activities

- Clogging/debris
- Structural
- Erosion Protection
- Safety

► Provided Inspection Summary

► Maintenance Costs (\$1M)

► Develop Annual Program

Creek Name: Bluebonnet Creek

Culvert Station: Station 2334

Existing Size: 4.75' x 0.5'

Overall Rating: No Access, Not Rated, No pictures

Creek Name: Bluebonnet Creek

Culvert Station: Station 2085

Existing Size: 6'x6' RCB

Overall Rating: Good

Structural:	Acceptable	☒	Need Action	☐
Erosion:	Acceptable	☒	Need Action	☐
Functional:	Acceptable	☒	Need Action	☐
Safety:	Acceptable	☒	Need Action	☐



Upstream

- Existing HOA pond upstream of the culvert
- No apparent erosion.
- Good condition
- No recommended maintenance activities



Downstream

- Ex pond at downstream end of culvert
- Good condition
- Pond is HOA's, as well as upstream and downstream channel
- No recommended maintenance activities

Maintenance

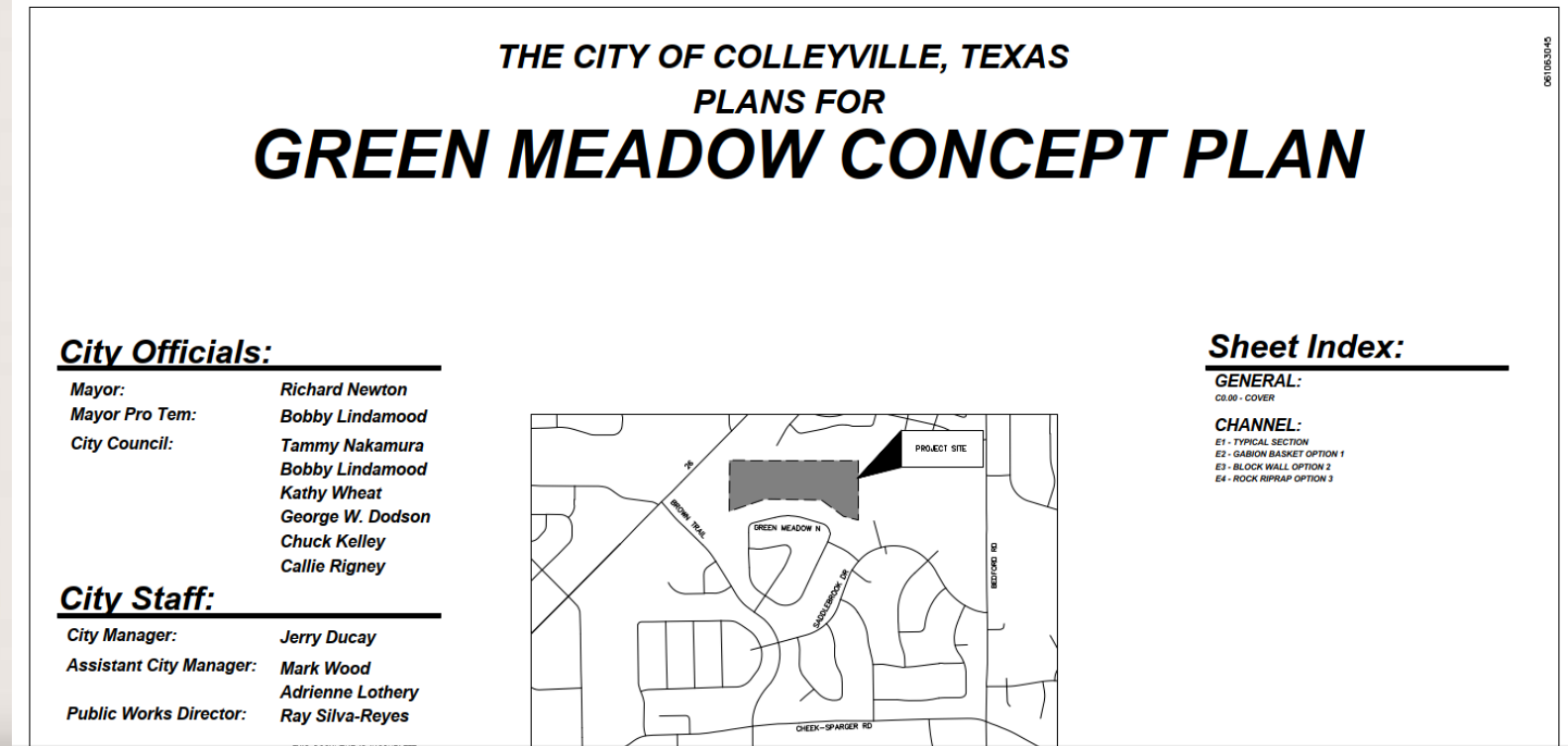


Maintenance



Maintenance

- Prepared Conceptual Design and Construction Costs for Green Meadow Channel Improvements (Erosion Control Project)



Components of Drainage Master Plan

- ▶ Recommended Updated Policies in New Drainage Manual
 - ▶ New development
 - ▶ Redevelopment
 - ▶ Detention
 - ▶ Updated State requirements
 - ▶ Other standards

Recommendations

- ▶ Developed Prioritization List
 - ▶ Evaluated based upon various annual budgets (\$200k-\$300k, \$500k-\$700k, \$1M, \$1.5M and \$2M)
 - ▶ Final prioritization list based upon \$1M (\$850k-\$1.25M) storm water budget over 10 years starting 2024
- ▶ Low Water Crossings
 - ▶ Seek grant funding and include in prioritization where possible

PRIORIZATION LIST FOR IMPLEMENTATION
10-YEAR CIP SCHEDULE (\$850,000-\$1,250,000)

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2024	Wagonwheel and Chisolm Design	High	NA	NA	NA	Design	\$75,000
2024	Bandit Design Improvements	High	NA	NA	NA	Design	\$100,000
2024	Trib. Little Bear 1	High	3-78" RCP	4038	3-7x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided) Design/Construction	\$900,000
2024 Total							\$1,075,000
2025	Wagonwheel and Chisolm	High	NA	NA	NA	Construction	\$700,000
2025	Bandit Design Improvements	High	NA	NA	NA	Construction	\$500,000
2025 Total							\$1,200,000
2026	Jackson	High	1-7'X5' RCB	2653	2-7x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial Culvert Crossing. Design/Construction	Will be constructed with Cheek-Sparger Project
2026	Windmere Creek	High	3-48" RCP	1930	3-7x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial, Culvert Crossing, Design/Construction	Will be constructed with Cheek-Sparger Project
2025	White West Chapel Creek	Medium-High	1-8'X3' RCB	1090	3-8'X3' RCB (50 Year)	John McCain Road Major Collector (2 lane undivided)	\$425,000

Recommendations

- ▶ Need Approval of Updated Drainage Design Criteria
- ▶ MS4 Ordinance Complete and Implemented

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Section 5 –Inlet Hydraulics.....	10
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Section 7 –Bridge Hydraulics.....	12
Section 8 –Channel Hydraulics	13
Section 9 –Detention/Retention Ponds.....	15
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Recommendations

- ▶ Neighborhood Study Improvements
 - ▶ Included neighborhood improvements in Prioritization List
 - ▶ Ponderosa, Briarcliff, Chisolm/Wagon Wheel and Jim Mitchell are under design or are complete ✓
 - ▶ Shelton area is being managed as new development occurs ✓
 - ▶ Saddlebrook improvement managed by City staff ✓
- ▶ Need Approval of Updated Drainage Design Criteria ✓
- ▶ MS4 Ordinance Complete and Implemented ✓

Next Steps

- ▶ Adoption of the Drainage Master Plan
- ▶ Additional Items Independent of the Drainage Master Plan
 - ▶ Continue to seek grant funding opportunities
 - ▶ Review and adopt the drainage design manual updates
 - ▶ Implementation of the Prioritization Plan (2024)

Questions





City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number WS-2

Agenda Date 10/3/2022

Type Worksession

Department City Secretary

Title

Discussion of the October 3, 2022, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number 1

Agenda Date 10/3/2022

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consulting with the city attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:

1. Receive legal advice regarding code enforcement action related to various exterior structures within the Village Owners Association
2. Receive legal advice regarding updates to the Colleyville Police Department personnel policies

Section 551.071 - Legal - Consultation with attorney regarding pending litigation: TAP Realty, LLC and 62 Main Street, LLC v Neighborhood Management, Inc., et. al, Cause No. 352-323927-21 filed in the 532nd Judicial Court, Tarrant County

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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-22-4772

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF OCTOBER 3, 2022**

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 3RD DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number 3

Agenda Date 10/3/2022

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Presentation of National Community Planning Month proclamation - Mayor Bobby Lindamood and Community Development Director Ben Bryner and Planning Manager Jackie Reyff

Award of Recognition to Police Sergeant Matt Foss - Fire Chief Mark Cantrell, Police Chief Michael Miller, and Mayor Bobby Lindamood

Attachments

RESOLUTION R-22-4773

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 3, 2022

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 Special City Council meeting of September 19, 2022
 - b. Approval of the minutes of the regular City Council meeting of September 20, 2022
 - c. Approval of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$238,010.00, and any associated change orders, in an amount not to exceed 25% of the original contract price, and authorizing the City Manager to execute the contract
 - d. Approval of the first one-year renewal term with Stripe-A-Zone, LLC, for the FY2023 Miscellaneous Pavement Marking Contract, in an amount not to exceed \$150,000, and authorizing the City Manager to execute the agreement
 - e. Approval of the second one-year renewal term for the Tree Trimming Contractor Services Agreement with Smith Lawn and Tree, LLC, in an amount not to exceed \$75,000.00, and authorizing the City Manager to execute the agreement
 - f. Approval of a construction contract with Demolition Specialties, for the Asbestos Abatement and Demolition Project, in an amount not to exceed \$80,000 and a contingency amount not to exceed \$10,000, and authorizing the City Manager to execute the contract

- g. Approval of a construction services agreement for a Texas Department of Transportation (TxDOT) Green Ribbon Program project with Cole Construction, Inc., for improvements to SH26 from Brown Trail to Cheek-Sparger Road in an amount not to exceed \$350,606.00, in conformance with the executed Advance Funding Agreement between the City and TxDOT for the project; and authorizing the City Manager to execute the agreement upon final approval from TxDOT
- h. Approval of the 2022 Christmas gift card and Colleyville Gives economic development programs

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
 Brandi Elder, Place 1
 George Dodson, Place 4
 Callie Rigney, Place 6

Mayor Pro Tem Kathy Wheat
 George Bond, Place 2
 Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
 City Secretary

Bobby Lindamood
 Mayor



City of Colleyville City Council Special Meeting Minutes

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

Monday, September 19, 2022

5:30 P.M.

Mayor Bobby Lindamood called the Special Meeting of the Colleyville City Council to order on Monday, September 19, 2022, at 5:32 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley, and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Community Development Director Ben Bryner, and Assistant City Secretary Angela Larson.

2. PRESENTATION AND DISCUSSION

2a Presentation and discussion of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Mayor Lindamood read the caption in its entirety.

Community Development Director Ben Bryner provided an overview of the original plans and the revised plans, noting changes regarding density, open space, and landscaping.

Applicant Koss Maykus provided a presentation regarding the revised plan and addressed previously noted concerns of City Council. Mr. Maykus stated the following changes have been made: a traffic study was complete; density has been reduced; an east access road, open space, landscaping, and a sidewalk/trail for pedestrian access has been added; drainage and detention areas have been designed to exceed the City's Land Development Code.

Mayor Lindamood opened citizen comments.

The following completed speaker cards and spoke in opposition to the item.

Volha Ramanouskaya, 209 Stonington Lane; Dee Kelley, 705 Hillside Drive; Dennis Newgren, 200 John McCain; Wendy Kelso, 504 Bandit Trail; Diana Light, 6905 Westmont Drive; Kathy Hadley, 204 Timberline Drive North; Victor Dupuy, 6807

Fallbrook Court; Sayeda Syed, 6705 Sapphire Circle North; Harold Ledbetter, 6700 Pleasant Run Road; Jeff Brundage, 6508 Westcoat Drive; Christina Bealmear, 300 Stonington Lane.

The following completed speaker cards and spoke in support to the item.

Stephanie Byrd, 6402 Cutter Ridge Court; Chris Cantarella, 6600 Pleasant Run Road; Brian Grant, 6504 Cutter Ridge Court; Heidi Hughes, 411 McDonwell School Road; Tom Campbell, 501 McDonwell School Road.

Tim Kelso, 504 Bandit Trail; Glenn and Judith Stewart, 6408 Cutter Ridge; Jason and Debra Worley, 6401 Cutter Ridge Court; Malinda Warden, 508 McDonwell School Road, did not speak, but indicated opposition.

Richard and Valerie Jo Remley, 6803 Fallbrook Court; Gary Fick, 504 McDonwell School Road; Wilf Cameron, 309 Stonington Lane, spoke, but did not indicate a position.

Mayor Lindamood closed citizen comments.

Mayor Lindamood clarified the request by City Council for an additional access road and also noted open space, drainage ponds, and McDonwell School Road.

Applicant Koss Maykus addressed citizen concerns regarding traffic, density, open space, access to the west and east, FEMA maps, drainage, sidewalk/trail, and the toll tag and gate system.

Engineer Rich Deotte noted the drainage plan, how calculations were made, and answered questions from the Council.

Councilmember Bond sought clarification regarding a name change for McDonwell School Road. Mr. Maykus stated it is an option, however an unlikely change.

Mayor Lindamood asked if the site is balanced. Mr. Maykus stated its probable the site is balanced, but will make sure of it if it is not.

Councilmember Rigney asked how homeowners would receive toll tags. Mr. Maykus explained the process of the gate system.

Councilmember Dodson and Mayor Pro Tem Wheat noted their concern for the lack of open space. Planner Curtis Young addressed the concern for open space.

There was discussion regarding the property's zoning.

Mr. Maykus asked if there were other items needing to be addressed before the second reading on October 3rd. Mayor, City Council, and the City Manager noted

the CRR's, detailed landscaping, east entrance ROW, sidewalk, elevations, pond and open space areas will need to be addressed with detailed plans.

There being no further business before the City Council, Mayor Lindamood adjourned the City Council Special Meeting at 8:18 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF OCTOBER 2022.

Minutes taken and prepared by:

*Angela Larson
Assistant City Secretary*



City of Colleyville City Council Minutes - Draft

City Hall
100 Main Street
Colleyville, Texas 76034
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Tuesday, September 20, 2022

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, September 20, 2022, at 5:32 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, and Chuck Kelley via WebEx.

ABSENT: Councilmember Callie Rigney

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Engineer Larry Wright, Finance Director Kyle Lester, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Road Projects Update

Public Works Director Amber Beard reviewed this item with the City Council. The presentation provided a brief explanation of the Capital Improvement and Local Street Maintenance programs. Director Beard reviewed the progress and timelines for Glade Road, Glade Road at Bluebonnet Drive intersection, Cheek-Sparger Road, Tinker Road, and Roberts Road.

Mayor Lindamood clarified the Bluebonnet Drive intersection project, noting the project included storm drainage and water line improvements, in addition to lowering the intersection approximately six feet.

Mayor Lindamood welcomed Director Beard and asked her to tell the Council about her background.

Mayor Lindamood thanked City Engineer Larry Wright for serving as interim director and doing a fantastic job.

WS-2 Discussion of the September 20, 2022, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 5:49 p.m. and called Executive Session to order.

Councilmember Rigney arrived at 6:32 p.m.

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 legal issues related to the potential future development of the Northern Gateway Property located at the southwest corner of the SH26 and John McCain Road

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

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 Lindamood adjourned Executive Session at 6:42 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:30 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley via WebEx, and Callie Rigney.

INVOCATION: Pastor Nathan Aviles, Bethel Methodist

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

Mayor Lindamood welcomed everyone and announced the Graystone Manor project would not be considered at this meeting, the item would remain tabled.

Mayor Lindamood also stated beginning October 3, 2022, regular City Council meetings will begin at 7:00 p.m.

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-22-4767

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 Lindamood and City Councilmembers made the following announcements.

Covenant Church/Recreation Center Acquisition Update – Action will be taken in continuance of our plan to purchase the 15 acre Covenant Church site at 5008 Roberts Road. Last council meeting, we authorized entering into a sales contract for the purchase of this parcel for \$8.5 million. The property includes approximately 15 acres of open space and 42,000 sq. ft. of building space. The facility will serve as a home for our recreational programs and sports activities. I have recorded a brief video introducing this project and staff has generated a Q&A document which provides the background information. Both can be found on the City website and social media. I am excited about the positive feedback from residents regarding this opportunity for our City and will continue to provide updates throughout this process.

Roberts Road Project Update – With the property purchase underway, it is appropriate to provide an update on the Roberts Road project. Council was provided an update on Roberts Road as part of a review of road projects across the City. At this time the Roberts Road project is in the final stages of engineering design. We are currently at 90% plan design. The project will be bid later this fall. Plans include resurfacing the road (mill and overlay) with a slight (two foot) widening. The project will also include the addition of a right turn lane from Glade onto Roberts and a right turn lane from Roberts onto Glade. We will also be looking to adjust the Glade medians to improve turning movements. Residents wishing to obtain additional project details should contact our Public Works Director Amber Beard at 817-503-1090.

Sales Tax Collections is Up, Again – The Texas Comptroller's Office has posted the latest sales tax receipts for September, representing all receipts from purchases made in August of this year. Once again the City surpassed collections from a year ago with our most recent collection came in at 8.7% over September of FY21. This puts our total fiscal year-to-date increase at 9.5%, making for a total dollar gain of \$773,000 through the tenth month of this year. Audit collections were minimal this month, meaning all of our gain is reflective of actual transactions made in August as opposed to administrative adjustments made by the State Comptroller.

Banners Along SH26 Celebrate High School Pride – The new banners installed along SH26 are paying homage to GCISD's exceptional high schools. The banners promote the annual "Battle of the Red Rail" football game between Colleyville Heritage High School and Grapevine High School. The rivalry began with the opening of Colleyville Heritage High School in 1996. The big game will be

played on September 30. We are fortunate to have outstanding schools in our community and we appreciate the partnership with GCISD.

No New Revenue Tax Rate Slated for Approval Tonight for Fifth Consecutive Year - This effort is the culmination of a lot of hard work by this council and staff. It is also a reflection of the economic strength of our community and the conservative nature by which we govern. Colleyville now has the lowest tax rate in the entire region. This year we are expected to eclipse Grapevine as the lowest tax rate in the region. Congratulations to this City Council, our staff, and most of all, congratulations to our tax payers.

National Night Out, October 4 – Please join us as we honor our first responders at our annual National Night Out event scheduled for Tuesday, October 4 from 6-9 p.m. at the City Hall south lawn. This free annual event provides an opportunity for the community to meet with men and women who keep Colleyville safe! Festivities will include food, games, and activities for the whole family. We'll have several City and specialty vehicles kids (and kids-at-heart) can explore.

Colleyville Chamber Golf Outing a Great Success – Last week, the Colleyville Chamber of Commerce held their annual golf outing. City departments nominate staff members to represent the City in this outing. These individuals have been recognized by their co-workers for their exceptionalism. Unfortunately, this exceptionalism does not include golf skills. For the fourth year in a row the Colleyville team won the last place trophy, shooting an impressive 20 over in a best ball scramble. For those who are not familiar with golf, 20 is not good. While the trophy indicates otherwise, these individuals are winners for our City.

Public Works Team Accepts Award

Mayor Lindamood asked Public Works Director Amber Beard, City Engineer Larry Wright, and Field Operations Manager Jon Escamilla to join him so he could recognize the team for receiving the Texas District of the Institute of Transportation Engineers (TexITE) Norman Hogue Roundabout of the Year Award for the roundabout at McDonwell School Road and Westcoat Drive. This award is given annually for a roundabout project which exemplifies conformance with national roundabout design guidelines and provides a benefit to the community through safety, operational performance, and multimodal accommodations. Mayor Lindamood thanked the team for their exceptional work.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-22-4768

- 4a** Approval of the minutes of the regular City Council meeting of September 6, 2022

- 4b** Adoption of the Fiscal Year 2023 to 2027 Capital Improvement Program (CIP)
- 4c** Approval of the fourth and final one-year renewal term for the City's current Janitorial Services Contractor Services Agreement with Oriental Building Services, Inc., in an amount not to exceed \$144,975.18, plus a contingency amount of \$6,000.00, and authorizing the City Manager to execute the agreement

Mayor Lindamood read Resolution R-22-4768 in its entirety.

Finance Director Kyle Lester presented item 4b and reviewed past and current projects within the CIP.

Councilmember Dodson stated it is important to note the City is not spending over its revenues in the five year plan. City Manager Jerry Ducay restated all of the \$66 million of planned expenses in the five year CIP are cash funded.

Public Works Director Amber Beard presented item 4c. There were no questions.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Dodson made a motion to approve Resolution R-22-4768, seconded by Mayor Pro Tem Wheat.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - August 2022

Finance Director Kyle Lester presented the August 2022 financial report. He reviewed the written report noting through August, the General Fund has collected \$25.5 million in revenue and spent 87%, or over \$21.8 million, of budgeted expenditures. From a cash flow standpoint, the General Fund is in a significantly higher position than last year, driven primarily by the higher revenue from franchise taxes, ambulance revenues and other service charges, and insurance/settlement payments recorded as miscellaneous revenue. Sales tax continues to do well, with 9.5% growth over the previous year.

The City's latest sales tax collections were a continuation of high gains, with an 8.7% increase over August of 2021. To date, the City's total gain is 9.5%, or

almost \$775,000, over the previous fiscal year. Furthermore, administrative audit adjustments were minimal, meaning this increase is reflective of continued growth in economic activity as opposed to adjustments from the comptroller's office.

Director Lester went on to review remaining funds, giving an overall favorable financial report.

Mayor Lindamood thanked Director Lester and his staff for the exceptional work on the budget and City finances.

At 8:12 p.m., Mayor Lindamood moved to item 7b. as there were citizens present wishing to speak on the item. At 8:38 p.m. Mayor Lindamood returned to item 6a.

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

6a Ordinance O-22-2215

Consideration of a zoning change from R-40 Single Family Residential to R-30 Single Family Residential zoning district for Lot 1A, Block 2, Stafford Heights Subdivision, located at 4901 Stafford Drive, Case ZC22-026

Mayor Lindamood read the caption of Ordinance O-22-2215.

Community Development Director Ben Bryner presented this item, a request for rezoning from R-40 Single Family Residential to R-30 Single Family Residential. Director Bryner stated the lot is currently undeveloped and does not meet the requirement for lot area for the R-40 Single Family Residential standards.

Director Bryner stated the applicant has filed for R-40 variances.

Mayor Lindamood stated he is not comfortable with rezoning from R-40 to R-30.

Councilmember Dodson asked staff if the variance request will come before Council. Director Bryner stated as the variance request will be over ten-percent, the setback will come before Council for action.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive N., spoke in opposition to this item.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Mayor Pro Tem Wheat made a motion to deny Ordinance O-22-2215, seconded by Councilmember Dodson.

The motion to deny passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6b Ordinance O-22-2216

Consideration of a Special Use Permit for alcoholic beverage sales for on-premises consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC22-027

Mayor Lindamood read the caption of Ordinance O-22-2216.

Community Development Director Ben Bryner presented this item, a request for a Special Use Permit for alcoholic beverage sales for on-premise consumption due to an ownership change.

There were no questions regarding this item.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Lindamood made a motion to approve Ordinance O-22-2216, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6c Ordinance O-22-2217

Consideration of a zoning change from R-10 Single Family Residential to R-20 Single Family Residential zoning district for Lot 16 and E1/2 LT 15, Block 4, Colleyville Estates, located at 705 Hillside Road, Case ZC22-031

Councilmember Chuck Kelley recused himself from deliberation of this item, as he is the applicant.

Mayor Lindamood read the caption of Ordinance O-22-2217.

Community Development Director Ben Bryner presented this item, a request for rezoning from R-10 Single Family Residential to R-20 Single Family Residential. Director Bryner stated the R-10 Single Family Residential is a historic designation and does not exist in the Land Development Code.

There were no questions.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Rigney made a motion to approve Ordinance O-22-2217, seconded by Mayor Pro Tem Wheat.

The motion to approve passed by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, and Rigney.

Abstain: 1 – Councilmember Kelley.

6d Ordinance O-22-2218

Consideration of a Special Use Permit for an accessory building to encroach into the street side yard setback on Lot 1, Block 4, Fox Meadows Addition, located at 3307 Huntington Drive, Case ZC22-032

Mayor Lindamood read the caption of Ordinance O-22-2218.

Community Development Director Ben Bryner presented this item, a request for a Special Use Permit for an accessory building to encroach into the street side yard setback. Director Bryner noted the applicant has provided a new exhibit showing the design of the building and location.

There was discussion regarding the location of the current fence, the design of the building, and roof pitch.

Mike Johnson, 3307 Huntington Drive, the applicant, stated the building has been redesigned with a lean to roof which is four feet shorter and helps with run off, and the siding has been upgraded to a hardy board.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive N., spoke in support of this item.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Director Bryner and City Manager Jerry Ducay, reviewed with the City Council, the conditions of the ordinance which include stating the fence, when needed to be replaced, will be allowed to be one foot closer to the street side property line than the accessory building, at 24 feet, and the variances granted in the ordinance are to the front (26.7 feet) and street side (29.1 feet) setbacks for the house.

Mayor Pro Tem Wheat made a motion to approve Ordinance O-22-2218, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

Mayor Lindamood moved to item 8a, which is a companion to Ordinance O-22-2218 at 9:22 p.m. Mayor Lindamood returned to item 6e at 9:35 p.m.

6e Ordinance O-22-2219

Amending Ordinance O-21-2169 relating to the Fiscal Year 2022 budget

Mayor Lindamood read the caption of Ordinance O-22-2219.

Finance Director Kyle Lester presented this item, noting this ordinance provides for the transfer of FY22 operating surpluses to the capital, utility, and drainage projects fund. Director Lester also noted this item allows for the transfer of unspent FY22 funds to departments which exceeded the adopted budget.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Pro Tem Wheat made a motion to approve Ordinance O-22-2219, seconded by Councilmember Dodson.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6f Ordinance O-22-2220

Adoption of the proposed Fiscal Year 2023 budget

Mayor Lindamood read the caption of Ordinance O-22-2220.

Finance Director Kyle Lester presented this item, providing a history of the Council's budget efforts since 2018. Director Lester noted the significant gain in sales tax of about \$2.8 million since 2016. He then highlighted the key accomplishments of this proposed budget, which include the no-new-revenue tax rate for the fifth consecutive year, a balanced budget which demonstrates

responsible fiscal management, and maintains service levels across the City, without cuts. Director Lester also provided projections of the general fund over the next five years, reflecting modest revenue projections. The presentation provided charts which show new revenue and expenditures by category in all funds and where the money is spent.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Lindamood made a motion to approve Ordinance O-22-2220, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6g Ordinance O-22-2221

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2023

Mayor Lindamood read the caption of Ordinance O-22-2221.

Finance Director Kyle Lester presented this item and stated for the fifth year in a row, the Council's efforts have resulted in the proposal of a no-new-revenue tax rate. The calculated FY2023 no-new-revenue tax rate is \$0.265618/\$100 valuation and the proposed tax rate is the same as the no-new-revenue rate.

Mayor Lindamood and the City Council expressed their appreciation to staff and to the Council working together to achieve adoption of the no-new-revenue tax rate for the fifth consecutive year.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Rigney made a motion to approve Ordinance O-22-2221, seconded by Councilmember Dodson.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6h Ordinance O-22-2222

Amending the City's fee schedule by amending and restating Section 2-26 of the Colleyville, Texas, Code of Ordinances, establishing fees and charges for City services

Mayor Lindamood read the caption of Ordinance O-22-2222.

Finance Director Kyle Lester presented this item, noting the removal of library late fees and an increase for the Colleyville Center rental on weekends, while increasing the non-profit discount percentage for Saturdays.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Pro Tem Wheat made a motion to approve Ordinance O-22-2222, seconded by Councilmember Kelley.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6i Ordinance O-22-2223

An ordinance amending Section 3 - Service Charges of the Water and Sewer Policy and Procedure Manual as contained in the Code of Ordinances, to implement updated base rates

Mayor Lindamood read the caption of Ordinance O-22-2223.

Finance Director Kyle Lester presented this item, highlighting the Water and Wastewater base rate structure. Director Lester noted an increase to the FY23 base rate of \$1.75 on average for small meters and \$8.65 for large meters.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Dodson made a motion to approve Ordinance O-22-2223, seconded by Councilmember Bond.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

6j Ordinance O-22-2224

Amending the Code of Ordinances by repealing Ordinance O-11-1796 and the City's alarm registration and permit program

Mayor Lindamood read the caption of Ordinance O-22-2224.

Finance Director Kyle Lester presented this item, noting the alarm registration and permit program is no longer needed and this ordinance is to repeal the associated fee.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Rigney made a motion to approve Ordinance O-22-2224, seconded by Mayor Lindamood.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-22-4769

A resolution authorizing the City Manager to apply for grant funds through the Office of the Governor and committing to providing applicable matching funds as necessary if the grant is awarded

Mayor Lindamood read Resolution R-22-4769 in its entirety.

Assistant City Manager Adrienne Lothery stated at the September 6, 2022, City Council Meeting, Council authorized the submission of an application for grant funds for bullet resistant shields. She noted Office of the Governor has provided guidelines for information to be included in the resolution and this resolution meets the criteria.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Kelley made a motion to approve Resolution R-22-4769, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

7b Resolution R-22-4770

A resolution approving and authorizing publication of a notice of intention to issue certificates of obligation

Mayor Lindamood read Resolution R-22-4770 in its entirety.

Finance Director Kyle Lester presented this item noting on September 2, 2022, City Council directed staff to proceed with a plan to utilize debt financing to purchase 15 acres of land, including two buildings totaling 42,000 square feet, to be renovated for the purpose of a City-operated recreation center. Director Lester stated the purchase price for the land and buildings is \$8.5 million and anticipates renovation costs to remove carpet/walls, refinish the hardwood floors, add volleyball sleeves, basketball goals, hardwood floors, pickleball and volleyball lines, safety fence along Glade Road, and removal of field lights, will cost \$1.5 million, and approximately \$210,000 in finance and underwriter costs. He explained approval of this resolution authorizes an official notice of intent to issue \$10.3 million in debt for this purpose.

Mayor Lindamood stated this is a unique opportunity for the City. During the last citizen survey residents asked for a recreation center, but the costs exceeded \$60 million and residents and City officials agreed the project was too costly, but moved forward with renovations to the Senior Center. Now, Covenant approached the City and what would have been an investment of over \$60 million, is available to the City for \$8.5 million. Mayor Lindamood went on to say the City Council is tough on issuing debt, but this debt is callable in seven years, which means it can be paid off.

Mayor Lindamood opened the public hearing.

Matt Aulsbrook, 3605 Lauren's Place, spoke in favor of this item and asked City Council to preserve green space and make the proper adjustments to account for traffic.

Terry Hanson, 4904 Prestwick Drive, spoke in support of this item, but also expressed concerns for traffic and fencing.

Chris Hall, 4916 Prestwick Drive, spoke in support of this item stressing communication to residents is very important. He also expressed concern for

traffic, the design of fencing, field lighting, and maintaining cleanliness of the facility.

Sayed Syed, 6705 Sapphire Circle N., spoke in support and suggested adding a pool and play area, and assessing a non-resident use fee.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Councilmember Bond made a motion to approve Resolution R-22-4770, seconded by Councilmember Rigney.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

At 8:38 p.m. Mayor Lindamood returned to Agenda item 6a.

At 9:22 p.m. Mayor Lindamood moved to item 8a.

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

8a Resolution R-22-4759

Consideration of a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for lot area and lot width in the RD Two Family Residential district, for Lot 1, Block 4, Fox Meadows Addition, located at 3307 Huntington Drive, Case VC22-007

Councilmember Elder made a motion to remove Resolution R-22-4759 from the table, seconded by Councilmember Dodson.

The motion to remove the resolution from the table was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

Mayor Lindamood read Resolution R-22-4759 in its entirety.

Community Development Director Ben Bryner stated this resolution is a companion to Ordinance O-22-2218 and had been tabled pending City Council's action.

There were no questions. Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Dodson made a motion to approve Resolution R-22-4759, seconded by Councilmember Bond.

The motion to approve passed by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

Mayor Lindamood declared a recess at 9:25 p.m. and reconvened at 9:35 p.m. and moved to item 6e.

9. CITIZEN COMMENTS

Sayed Syed, 6705 Sapphire Circle N., spoke regarding concern for TRE buses running in Colleyville.

Kathy Hadley, 204 Timberline Drive N., spoke regarding the need for reflectors on Jackson Road, controlling building construction, protection of flowers and wildlife, and hiring Colleyville residents.

Stephany Bufe, 1080 N FM 1655, Alvord, spoke regarding the pond on her mother's property in Colleyville.

10. REPORTS

Sign Board of Appeals Minutes - July 21, 2022

Planning and Zoning Commission Minutes - August 8, 2022

Planning and Zoning Commission Minutes - August 22, 2022

Planning and Zoning Commission Special Meeting Minutes - August 22, 2022

There was no discussion of this item.

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, SEPTEMBER 20, 2022 - READING AND PUBLIC HEARING - RESOLUTION R-22-4771

This resolution was not needed.

12. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 10:46 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF OCTOBER 2022.

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 4c

Agenda Date 10/3/2022

Number Resolution R-22-4773

Type Resolution

Department Parks and Recreation

Title

Approval of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$238,010.00, and any associated change orders, in an amount not to exceed 25% of the original contract price, and authorizing the City Manager to execute the contract

Strategic Plan

Explanation

Reading and Public Hearing

The scope of work for the Grounds Maintenance Mowing Contract includes mowing, edging, trimming, litter removal, and some herbicide applications in specific locations. The contract includes services for Parks and Public Works properties to help with billing and inspection efficiencies. The Parks portion of the contract consists of 59 properties which include parks, facilities, roundabouts, hardscapes and medians, and right of way. The Public Works portion consists of 12 properties which include earthen channels, water tower property, and other City owned property. These properties receive different cycle frequencies from eight to 36 a year, due to priority of maintenance needs and usage type.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on September 4, 11, and 18, 2022. 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 13 plan holders, of which were 4 general contractors, 1 government agency, 4 others, 1 not specified, 2 plan rooms, and 1 sub-contractor.

The City received two sealed bids, which were opened and publicly read aloud on September 22, 2022.

Whitmore and Sons, Inc., has been performing mowing services for the City of Colleyville Parks Department for the past five years and has done outstanding work. Staff recommends approval of the Grounds Maintenance Mowing Contract for the initial

year, with five (5) additional one (1) year renewal options. As long as outstanding performance is provided, the fifth and final renewal of this contract would be for the FY28 and the City would go out for bids in the summer of 2028.

Financial Impact

Funds are available in the FY2023 CEDC budget.

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Bid Tabulation
3. Form 1295

CONSTRUCTION SERVICES AGREEMENT
GROUNDS MAINTENANCE-MOWING
(Bid #PAR-2022-001)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Whitmore & Sons, Inc.**, 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, below; 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 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 to perform the Grounds Maintenance-Mowing (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall remain in effect for a period of one (1) year (the "Initial Term"), unless sooner terminated as provided in this Agreement. The parties may, upon mutual written agreement, renew this Agreement for up to five (5) additional one (1) year periods (each a "Renewal Term") 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 in conformance with this Agreement.

The Contractor shall submit the renewal proposal with price changes, and justification for price increase to the Parks and Recreation Department no later than August 15th of each year. Increases in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area for the previous twelve-month period.

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 plans, specifications, and all other contract documents for the Project contained in City's Bid #PAR-2022-001;
 - (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 (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for 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) Performance of Services. 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. 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 Project.

(b) Quality Materials. 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. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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.

(c) Additional Services. All minor details of the work not specifically mentioned in the 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. 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. The terms "extra work" and "additional services" 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 plans and 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/change 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. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. 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.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or 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.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Storm Water Management. When performing or delivering services at or upon any property owned, leased, or managed by the City, or in performance of any services or other acts on behalf of, or at the direction of the City (regardless of location), Contractor shall at all times comply with (i) the City's Storm Water Management and Discharge Control provisions codified in Chapter 42 of the Colleyville Municipal Code, as amended, (ii) all applicable Minimum Best Management Practice requirements, as defined by the Texas Commission on Environmental Quality, and (iii) any Storm Water Pollution Prevention Plan (SWPPP) applicable to the worksite. Regardless of the applicability of the foregoing regulations, CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR IMPLEMENTING SUCH CONTROLS AS MAY BE REASONABLY NECESSARY TO MINIMIZE ANY NEGATIVE IMPACT TO THE STORM WATER COLLECTION SYSTEM OR ENVIRONMENT AND SHALL FOLLOW ALL STATE AND LOCAL ILLICIT DISCHARGE REPORTING PROCEDURES IN THE EVENT OF AN OCCURRENCE OR DISCHARGE.

(j) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed TWO HUNDRED AND THIRTY-EIGHT THOUSAND AND TEN DOLLARS (\$238,010.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. 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 any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under 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 by Contractor. Additionally, 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 letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, 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 services 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) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, 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; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 7(a) above, Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, 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. City may further 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; or
- (2) 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 Contractor's sole expense.

(b) Suspension or Termination by City. 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 as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), 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 prior to such termination date.

(c) Abandonment. If 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 timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) 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, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such 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 Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor 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 its surety (ies) 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 (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and

accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. 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 OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (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 GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS 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).

(b) Contractor's Indemnity Obligation. 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 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, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, 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).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

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. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given,

whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. 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 13. Texas Government Code Verifications

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) 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 courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) This Agreement may be executed by the parties 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Contractor:

CITY OF COLLEYVILLE, TEXAS

WHITMORE & SONS, INC.

By: _____

Jerry Ducay
City Manager

By: _____

Brandon Long
Chief Operating Officer

Date: _____

Date: _____

Notice Address:

Notice Address:

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

Whitmore & Sons, Inc.
Attn: Brandon Long, Chief Operating Officer
2851 W Eules Blvd
Eules, Texas 76040
E: blong.wclm@gmail.com

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM

By: _____

Whitt L. Wyatt, City Attorney

GovDox Colleyville Contract ID:
CSA_pk_October 3, 2022_v1.20220714

Colleyville-Grounds Maintenance Contract - Mowing
ID: PAR-2022-001

Item	Description	Unit	Quantity	Whitmore and Sons		SRH Landscapes LLC	
				Unit Price	Total	Unit Price	Total
Area One							
A1-1	Bidault House	EA	28	\$30.00	\$840.00	\$60.00	\$1,680.00
A1-2	Bogart ROW	EA	28	\$150.00	\$4,200.00	\$38.00	\$1,064.00
A1-3	Bransford	EA	28	\$120.00	\$3,360.00	\$75.00	\$2,100.00
A1-4	Bransford /	EA	28	\$60.00	\$1,680.00	\$25.00	\$700.00
A1-5	City Park	EA	28	\$900.00	\$25,200.00	\$1,125.00	\$31,500.00
A1-6	**Overland	EA	28	\$60.00	\$1,680.00	\$38.00	\$1,064.00
A1-7	Colleyville	EA	36	\$250.00	\$9,000.00	\$206.00	\$7,416.00
A1-8	Central Fire	EA	28	\$150.00	\$4,200.00	\$98.00	\$2,744.00
A1-9	Fire Station #2	EA	28	\$60.00	\$1,680.00	\$38.00	\$1,064.00
A1-10	Fire Station #3	EA	28	\$60.00	\$1,680.00	\$38.00	\$1,064.00
A1-11	Hall Johnson /	EA	28	\$40.00	\$1,120.00	\$25.00	\$700.00
A1-12	Heritage	EA	28	\$60.00	\$1,680.00	\$38.00	\$1,064.00
A1-13	Justice Center	EA	36	\$250.00	\$9,000.00	\$225.00	\$8,100.00
A1-14	Kimzey Park	EA	28	\$450.00	\$12,600.00	\$356.00	\$9,968.00
A1-15	McDonwell	EA	28	\$120.00	\$3,360.00	\$150.00	\$4,200.00
A1-16	McPherson	EA	28	\$900.00	\$25,200.00	\$776.00	\$21,728.00
A1-17	Pleasant Run	EA	28	\$500.00	\$14,000.00	\$731.00	\$20,468.00
A1-18	Pleasant Run	EA	28	\$350.00	\$9,800.00	\$150.00	\$4,200.00
A1-19	Reagan Park	EA	28	\$150.00	\$4,200.00	\$225.00	\$6,300.00
A1-20	Senior Center	EA	28	\$150.00	\$4,200.00	\$90.00	\$2,520.00
A1-21	Sparger Park	EA	28	\$250.00	\$7,000.00	\$600.00	\$16,800.00
A1-22	Village	EA	34	\$160.00	\$5,440.00	\$225.00	\$7,650.00
A1-23	Westmont	EA	28	\$60.00	\$1,680.00	\$225.00	\$6,300.00
A1-24	Woodbriar	EA	28	\$120.00	\$3,360.00	\$135.00	\$3,780.00
Sub Total Area One					\$156,160.00	\$164,174.00	
Area Two							
A2-1	Castleton Trail	EA	18	\$150.00	\$2,700.00	\$75.00	\$1,350.00
A2-2	Cottonbelt	EA	18	\$450.00	\$8,100.00	\$500.00	\$9,000.00
A2-3	Cottonbelt	EA	18	\$150.00	\$2,700.00	\$500.00	\$9,000.00
A2-4	Cottonbelt	EA	9	\$650.00	\$5,850.00	\$500.00	\$4,500.00
A2-5	Fire Station –	EA	18	\$60.00	\$1,080.00	\$45.00	\$810.00
A2-6	Glade Road	EA	18	\$40.00	\$720.00	\$150.00	\$2,700.00
A2-7	LD Lockett	EA	18	\$200.00	\$3,600.00	\$150.00	\$2,700.00
A2-8	LD Lockett Rd	EA	18	\$120.00	\$2,160.00	\$150.00	\$2,700.00
A2-9	*Longwood /	EA	18	\$320.00	\$5,760.00	\$150.00	\$2,700.00
A2-10	McCain Park	EA	18	\$140.00	\$2,520.00	\$150.00	\$2,700.00
A2-11	McPherson	EA	18	\$220.00	\$3,960.00	\$705.00	\$12,690.00
A2-12	Nature Center	EA	18	\$600.00	\$10,800.00	\$750.00	\$13,500.00
A2-13	Pleasant Run	EA	18	\$20.00	\$360.00	\$25.00	\$450.00
A2-14	Riley	EA	18	\$80.00	\$1,440.00	\$64.00	\$1,152.00
A2-15	Senior Center	EA	18	\$450.00	\$8,100.00	\$600.00	\$10,800.00

Colleyville-Grounds Maintenance Contract - Mowing
ID: PAR-2022-001

Item	Description	Unit	Quantity	Whitmore and Sons		SRH Landscapes LLC	
				Unit Price	Total	Unit Price	Total
A2-16	Shalimar	EA	18	\$20.00	\$360.00	\$375.00	\$6,750.00
Sub Total Area Two					\$60,210.00		\$83,502.00

Area Three

A3-1	Elm Street	EA	8	\$80.00	\$640.00	\$125.00	\$1,000.00
A3-2	Cheek	EA	8	\$80.00	\$640.00	\$207.00	\$1,656.00
A3-3	5500 Block	EA	8	\$80.00	\$640.00	\$100.00	\$800.00
A3-4	5500 Block	EA	8	\$80.00	\$640.00	\$100.00	\$800.00
A3-5	1800 Block	EA	8	\$40.00	\$320.00	\$100.00	\$800.00
A3-6	Old Glade	EA	8	\$20.00	\$160.00	\$250.00	\$2,000.00
A3-7	L.D. Lockett	EA	8	\$60.00	\$480.00	\$250.00	\$2,000.00
Sub Total Area Three					\$3,520.00		\$9,056.00

Area Four

A4-1	L.D. Lockett	EA	18	\$60.00	\$1,080.00	\$375.00	\$6,750.00
A4-2	Lloyd Circle	EA	8	\$20.00	\$160.00	\$35.00	\$280.00
A4-3	Fire Station –	EA	18	\$60.00	\$1,080.00	\$50.00	\$900.00
A4-4	1601 Hall	EA	36	\$120.00	\$4,320.00	\$150.00	\$5,400.00
A4-5	1601 Hall	EA	18	\$60.00	\$1,080.00	\$25.00	\$450.00
A4-6	240	EA	18	\$60.00	\$1,080.00	\$75.00	\$1,350.00
A4-7	729 L.D.	EA	18	\$60.00	\$1,080.00	\$45.00	\$810.00
A4-8	6015	EA	18	\$60.00	\$1,080.00	\$38.00	\$684.00
A4-9	Open Lot @	EA	18	\$60.00	\$1,080.00	\$38.00	\$684.00
A4-10	4301 Pool Rd	EA	8	\$60.00	\$480.00	\$38.00	\$304.00
A4-11	Industrial &	EA	12	\$30.00	\$360.00	\$45.00	\$540.00
Sub Total Area Four					\$12,880.00		\$18,152.00

Area Five

A5-1	Round-A-Bout	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-2	Round-A-Bout	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-3	Round-A-Bout	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-4	Round-A-Bout	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-5	Hardscape at	EA	8	\$30.00	\$240.00	\$50.00	\$400.00
A5-6	Hardscape	EA	8	\$80.00	\$640.00	\$50.00	\$400.00
A5-7	Hardscape	EA	8	\$30.00	\$240.00	\$50.00	\$400.00
A5-8	Hardscape	EA	8	\$50.00	\$400.00	\$50.00	\$400.00
A5-9	Hardscape	EA	8	\$50.00	\$400.00	\$50.00	\$400.00
A5-10	Hardscape	EA	8	\$30.00	\$240.00	\$50.00	\$400.00
A5-11	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-12	Hardscape	EA	8	\$35.00	\$280.00	\$50.00	\$400.00
A5-13	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-14	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-15	Hardscape	EA	8	\$30.00	\$240.00	\$50.00	\$400.00

Colleyville-Grounds Maintenance Contract - Mowing
ID: PAR-2022-001

Item	Description	Unit	Quantity	Whitmore and Sons		SRH Landscapes LLC	
				Unit Price	Total	Unit Price	Total
A5-16	Hardscape	EA	8	\$30.00	\$240.00	\$50.00	\$400.00
A5-17	Hardscape	EA	8	\$30.00	\$240.00	\$50.00	\$400.00
A5-18	Hardscape	EA	8	\$40.00	\$320.00	\$50.00	\$400.00
A5-19	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-20	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-21	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
A5-22	Hardscape	EA	8	\$20.00	\$160.00	\$50.00	\$400.00
Sub Total Area Five					\$5,240.00		\$8,800.00
Grand Total					\$238,010.00		\$283,684.00

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.**

Whitmore & Sons, Inc.
Eules, TX United States

Certificate Number:
2022-937904

Date Filed:
09/26/2022

Date Acknowledged:
09/26/2022

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.

PAR-2022-001
Grounds Maintenance Contract - Mowing

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)

1 of 1

Deborah Salcido



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 10/3/2022

Number Resolution R-22-4773

Type Resolution

Department Engineering

Title

Approval of the first one-year renewal term with Stripe-A-Zone, LLC, for the FY2023 Miscellaneous Pavement Marking Contract, in an amount not to exceed \$150,000.00, and authorizing the City Manager to execute the agreement

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

On March 22, 2022, City Council approved an agreement with Stripe-A-Zone, LLC, (the "Agreement") to provide pavement marking services. To encourage continuity of the services and pricing under the Agreement the City reserved an option to renew for four (4) additional one-year renewal terms.

The initial term of this Agreement was for a period beginning on March 22, 2022 and ending on September 30, 2022 (the "Initial Term"). Pursuant to the Agreement, the CITY and CONTRACTOR may amend the Agreement each fiscal year to provide for up to four (4) additional one (1) year renewal terms. This "Amendment No. 1" for FY2023 authorizes the first of the four renewal terms permitted under the Agreement.

On September 20, 2022, City Council approved the Fiscal Year 2023-2027 Capital Improvements Program (CIP) including the FY2023 Miscellaneous Pavement Marking Contract in an amount not to exceed \$150,000.

The Street Pavement Marking Program targets the rehabilitation of existing pavement markings throughout the street system such as lane lines, railroad crossings, crosswalks, school zones, and City-owned parking facilities. There are sufficient quantities of work items identified by staff for the contractor to perform pavement markings and restriping throughout the City for Fiscal Year 2023.

Stripe-A-Zone, LLC, has been performing pavement marking services for Colleyville since 2013. They are an extremely well qualified firm and staff recommends the renewal of this contract.

Financial Impact

The funding source for the project is the Capital Projects Fund.

Recommendation

Approve

Attachments

1. Construction Services Agreement Amendment #1
2. Construction Services Agreement

FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This First Amendment to Contractor Services Agreement **for** pavement marking services (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Stripe-A-Zone, LLC**, (“Contractor”) as of the Effective Date.

WHEREAS, the parties desire to further amend that Certain Contractor Services Agreement for pavement marking services, effective March 22, 2022, (“the Agreement”), as amended;

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Professional agree as follows:

1. The parties agree to extend the term of the Agreement to include a first renewal term beginning on October 1, 2022 and ending on September 20, 2023.
2. Exhibit B of the Agreement is hereby amended and restated to incorporate the payment schedule for the first renewal term, effective as of October 1, 2022, a true and correct copy of which is attached hereto and incorporated herein as Exhibit 1 to this First Amendment.
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This First Amendment shall be deemed effective as of October 1, 2022, immediately up the signatures of the authorized representatives of City and Professional (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____.

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

SIGNED AND AGREED by Professional on _____.

Stripe-A-Zone LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

First Amendment to Professional Services Agreement
Amended and Restated Exhibit B (Payment Schedule)

(attached)

CONSTRUCTION SERVICES AGREEMENT
FY2022 Miscellaneous Annual Pavement Marking

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Stripe-A-Zone, Inc.**, 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 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 FY2022 Miscellaneous Annual Pavement Marking 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 initial term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until (i) September 30, 2022 ("Initial Term") or (ii) the date 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. City and CONTRACTOR may, upon mutual written agreement, extend this Agreement for up to four (4) additional one year renewal terms (each a "Renewal Term" and collectively the "Term").

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 of Grand Prairie's Invitation for Bid # 21116 ("Bid Packet");
 - 3) The current amendment to price agreement between CONTRACTOR and the City of Grand Prairie dated August 4, 2021, (the parties agree that the prices contained therein shall not be increased during the Term of this Agreement);
 - 4) CITY'S written notice(s) to proceed to the CONTRACTOR;
 - 5) Properly authorized change orders;
 - 6) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
 - 7) 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 ONE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000) ("Contract Price") during the Initial Term, 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 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.

D. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the CITY shall have no obligation or liability to pay any amount due under this Agreement unless the CITY appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the CITY will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to CONTRACTOR during the ensuing fiscal year. CITY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the CONTRACTOR. None of the CITY's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

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. CONTRACTOR shall complete all services in conformance with the schedule(s) set forth in CITY's written notice(s) to proceed issued to CONTRACTOR under this Agreement.

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 (including an event of force majeure), shall be claimed by or granted to CONTRACTOR, unless (i) CONTRACTOR shall have made written request to CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) CITY and CONTRACTOR have agreed in writing that such additional time shall be granted. As used in this section, the term '*force majeure*' shall mean that CONTRACTOR's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that CONTRACTOR would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond CONTRACTOR's control and not attributable to its malfeasance, neglect or nonfeasance. Should CONTRACTOR timely request an extension of time due to an event of force majeure under this section, CITY and CONTRACTOR may agree in writing to suspend CONTRACTOR's performance until such disability to perform (other than a payment obligation) is removed; provided, that CONTRACTOR shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the time stated in CITY's written notice(s) to proceed for the completion of the work requested therein (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 \$1,000 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the CITY in the event of such delay.

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. Default; Termination; Abandonment

A. Default by Contractor. Should CONTRACTOR fail to comply with any term or condition this Agreement applicable to CONTRACTOR, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, CONTRACTOR shall be deemed in default of this Agreement. If such default 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:

- (1) Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all services 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. CITY may further 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; or
- (2) 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.

B. Suspension or Termination by City. 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 as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to CITY and CITY's acceptance of the same. 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.

C. Abandonment. If 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 timely comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) 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, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the CITY under this Agreement, including its remedies upon default provided herein above.

- (1) In the event a surety fails to comply with CITY's written notice for completion provided for herein, 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 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 Agreement, 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 Agreement, 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 may (under sealed bids when and in the manner required by law) let the contract to another contractor 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 its 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 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.

CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising o CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising out of CONTRACTOR's acts or omissions under this AGREEMENT and shall see to the investigation and defense of such claims or demand at CONTRACTOR's sole cost and expense; provided, that CITY, at its option and at its own expense, may participate in such defense without relieving

CONTRACTOR of any of its obligations hereunder. THE PROVISIONS OF THIS SECTION 11 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; Venue

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. 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 15. 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 16. 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 17. Right-Of-Access

CITY will obtain or furnish right-of-access to the 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 all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

Section 18. 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

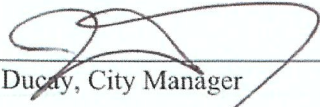
- (3) pursuant to Texas Government Code Chapter 2251, that CONTRACTOR's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of last execution hereof (the "Effective Date").

FOR CITY:

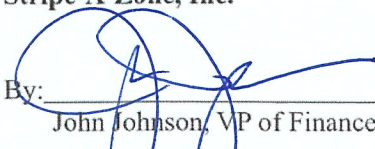
City of Colleyville, Texas

By:  _____
Jerry Ducay, City Manager

Date: March 22, 2022

FOR CONTRACTOR:

Stripe-A-Zone, Inc.

By:  _____
John Johnson, VP of Finance

Date: 03/25/2022

APPROVED AS TO FORM:

 _____
Whitt L. Wyatt, City Attorney

Approved by

MAR 22 2022


City Council
R-22-4705



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e

Agenda Date 10/3/2022

Number Resolution R-22-4773

Type Resolution

Department Engineering

Title

Approval of the second one-year renewal term for the Tree Trimming Contractor Services Agreement with Smith Lawn and Tree, LLC, in an amount not to exceed \$75,000.00, and authorizing the City Manager to execute the agreement

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

Explanation

Reading and Public Hearing

On October 20, 2020, City Council approved a one-year agreement with Smith Lawn and Tree, LLC, for tree trimming services. To encourage continuity of the services and pricing under the Agreement the City reserved an option to renew for two additional one-year renewal terms.

The initial term of this Agreement was for a period of twelve months beginning October 1, 2020 and ending September 30, 2021. Pursuant to the Agreement, the City and Contractor may amend the Agreement each fiscal year to provide for up to two additional one-year renewal terms. This "Amendment No. 2" for FY2023 authorizes the second of the two renewal terms permitted under the Agreement in an amount not to exceed \$75,000.00.

On September 20, 2022, City Council approved the Fiscal Year 2023-2027 Capital Improvements Program (CIP) including parkway tree removal and replacement in an amount not to exceed \$75,000.

The project includes parkway tree removal and replacement along creeks, and arterial/collector roads, as classified in the City of Colleyville 2015 Master Thoroughfare Plan. There are sufficient quantities of work items identified by staff for the contractor to perform tree trimming and stump grinding throughout the City for Fiscal Year 2023.

Smith Lawn and Tree has been performing tree trimming services for Colleyville since 2020. They have done an exemplary job and staff has received positive citizen feedback regarding the care they take in trimming trees along the right-of-way.

Financial Impact

The funding source for the project is the Capital Projects Fund.

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Construction Services Agreement Amendment #1
3. Construction Services Agreement Amendment #2

CONTRACTOR SERVICES AGREEMENT

FY 2021 Tree Trimming

This **CONTRACTOR SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Smith Lawn and Tree, LLC**, a Texas Limited Liability Company, 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 FY 2021 Tree Trimming (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 initial term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until the later of (i) the 365th calendar day following the Effective Date, or (ii) the date 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. City and CONTRACTOR may, upon mutual written agreement, extend this Agreement for up to two (2) additional 365 day periods after the initial term (each a "Renewal Term"). CONTRACTOR shall present City with a written request to extend this Agreement for a Renewal Term not later than ninety (90) days prior to the expiration of the then current term.

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-2020-025 ("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 SEVENTY-FIVE THOUSAND AND NO/100

DOLLARS (\$75,000) ("Contract Price") for the initial term of this Agreement, 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. CONTRACTOR shall complete all work related to the Project on or before December 31, 2021.

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 \$1,000 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 76036
With copy to:	Whitt L. Wyatt, City Attorney c/o City Secretary 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Smith Lawn and Tree, LLC Attn: Glen Jennings Director of Tree Care 3200 Handley Ederville Road Richland Hills, 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.

Signature page to follow

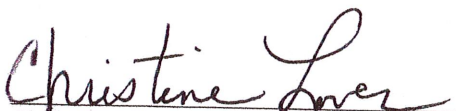
EXECUTED on this the 20th day of October, 2020.

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 October 12, 2020 v4.2019

EXECUTED on this the 23 day of October, 2020.

CONTRACTOR

Smith Lawn and Tree, LLC

By: _____

Glen Jennings
Director of Tree Care

FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This First Amendment to Contractor Services Agreement ("First Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **Smith Lawn and Tree, LLC**, ("Contractor") as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Contractor Services Agreement effective October 20, 2020, (the "Agreement"); and

WHEREAS, City and Contractor now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Pursuant to Section 17 of the Agreement, the parties agree to extend the term of the Agreement to include a second renewal term beginning on October 1, 2021 and ending on September 30, 2022.
2. Section 5(A) is hereby amended to provide for an amount no-to-exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000) for the first renewal term.
3. Except as provided in Paragraph 1 and 2 above, the provisions of the Agreement remain in full force and effect without amendment.
4. This First Amendment shall be deemed effective as of October 1, 2021, immediately upon the signatures of the authorized representatives of City and Contractor ("the Effective Date").

SIGNED AND AGREED by City:

SIGNED AND AGREED by Professional:

City of Colleyville, Texas

Smith Lawn and Tree, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Glen Jennings
Director of Tree Care

Date: _____

Date: _____

Approved by

OCT 19 2021

SECOND AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This Second Amendment to Contractor Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Smith Lawn and Tree, LLC**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Contractor Services Agreement effective October 20, 2020, (the “Agreement”); and

WHEREAS, City and Contractor now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. The parties agree to extend the term of the Agreement to include a second renewal term beginning on October 1, 2022 and ending on September 20, 2023.
2. Except as provided in Paragraph 1 above, the provisions of the Agreement remain in full force and effect without amendment.
3. This Second Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor (the “Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____, 2022.

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

SIGNED AND AGREED by Professional on _____, 2022.

Smith Lawn and Tree, LLC

By: _____

EXHIBIT A
SCOPE OF SERVICES
Revised March 2, 2021

(attached)



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4f

Agenda Date 10/3/2022

Number Resolution R-22-4773

Type Resolution

Department Engineering

Title

Approval of a construction contract with Demolition Specialties, for the Asbestos Abatement and Demolition Project, in an amount not to exceed \$80,000 and a contingency amount not to exceed \$10,000, 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

The project includes asbestos abatement, demolition, and disposal of four existing structures, including foundations, located within the City of Colleyville at 4105 and 4117 Colleyville Boulevard, and 107 and 121 Acuff Lane. Demolition work will include removal of trees and other landscaping, existing signs, irrigation systems, underground and surface utilities and appurtenances internal or external to the structures, concrete slabs, and asphalt concrete pavement, and disposal of all demolished materials in accordance with all applicable state, local, and federal law, rules and regulations.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on September 4, 11, and 18, 2022. 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 35 plan holders, of which there were 11 general contractors, 4 others, 1 not specified, 6 plan rooms, and 13 sub-contractors.

The City received six sealed bids, which were opened and publicly read aloud on September 22, 2022.

After review of pricing, references, and qualifications, the recommendation is to award the contract to Demolition Specialties. This recommendation is based upon the contractor's experience with similar projects, their reputation, and quality of references.

Financial Impact

The funding source for this project is the Tax Incremental Fund (TIF).

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Bid Tabulation
3. Form 1295

CONSTRUCTION SERVICES AGREEMENT
ASBESTOS ABATEMENT AND DEMOLITION
(Bid #ENG-2022-006)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **Demolition Specialties**, a Texas Limited Liability Company, 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, below; 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 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 to perform the Asbestos Abatement and Demolition (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

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 in conformance with this Agreement.

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 plans, specifications, and all other contract documents for the Project contained in City’s Bid #ENG-2022-006;
 - (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 (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor’s performance of the services for 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) Performance of Services. 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. 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 Project.

(b) Quality Materials. 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. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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.

(c) Additional Services. All minor details of the work not specifically mentioned in the 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. 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. The terms "extra work" and "additional services" 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 plans and 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/change 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. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. 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.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute.

"Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or 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.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Storm Water Management. When performing or delivering services at or upon any property owned, leased, or managed by the City, or in performance of any services or other acts on behalf of, or at the direction of the City (regardless of location), Contractor shall at all times comply with (i) the City's Storm Water Management and Discharge Control provisions codified in Chapter 42 of the Colleyville Municipal Code, as amended, (ii) all applicable Minimum Best Management Practice requirements, as defined by the Texas Commission on Environmental Quality, and (iii) any Storm Water Pollution Prevention Plan (SWPPP) applicable to the worksite. Regardless of the applicability of the foregoing regulations, CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR IMPLEMENTING SUCH CONTROLS AS MAY BE REASONABLY NECESSARY TO MINIMIZE ANY NEGATIVE IMPACT TO THE STORM WATER COLLECTION SYSTEM OR ENVIRONMENT AND SHALL FOLLOW ALL STATE AND LOCAL ILLICIT DISCHARGE REPORTING PROCEDURES IN THE EVENT OF AN OCCURRENCE OR DISCHARGE.

(j) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed NINETY THOUSAND DOLLARS (\$90,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. 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 any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under 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 by Contractor. Additionally, 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 letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. 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 sixty (60) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before sixty (60) calendar days following the date of City's written notice to proceed to Contractor.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(c) Costs of Delay. 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 \$2,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, 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 services 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) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, 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; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 7(a) above, Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, 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. City may further 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; or
- (2) 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 Contractor's sole expense.

(b) Suspension or Termination by City. 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 as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), 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 prior to such termination date.

(c) Abandonment. If 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 timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) 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, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such 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 Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor 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 its surety (ies) 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 (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under

this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. 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 OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (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 GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS 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).

(b) Contractor's Indemnity Obligation. 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 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, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, 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).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

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. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf

document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. 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 13. Texas Government Code Verifications

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) 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 courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) This Agreement may be executed by the parties 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Contractor:

CITY OF COLLEYVILLE, TEXAS

DEMOLITION SPECIALTIES

By: _____

Jerry Ducay
City Manager

By: _____

Todd Ingersoll
Project Manager

Date: _____

Date: _____

Notice Address:

Notice Address:

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

Demolition Specialties
Attn: Todd Ingersoll, Project Manager
1421 Perry Street
Irving, Texas 75060
E: todd@demotx.com

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM

By: _____
Whitt L. Wyatt, City Attorney

GovDox Colleyville Contract ID:
CSA_pk_October 3, 2022_v1.20220714WW

Colleyville Asbestos Abatement and Demolition

ID: ENG-2022-006

Item	Description	Unit	QTY	Demolition Specialties	HP Envirovision	Midwest Wrecking Co. of Texas, Inc.	Garrett Demolition, Inc	RNDI Companies, Inc.	Prism Response LLC DBA Alloy Group
Base Bid									
1	Mobilization, Demobilization, Bonds and Insurance	LS	1	\$5,000.00	\$0.00	\$4,500.00	\$7,075.00	\$29,350.00	\$5,000.00
2	Traffic Control and Safety	LS	1	\$5,000.00	\$0.00	\$6,140.00	\$1,100.00	\$3,500.00	\$7,500.00
3	All materials, labor and equipment to abate, remove and dispose of asbestos waste, as identified in the Scope of Services	LS	1	\$21,500.00	\$26,900.00	\$31,460.00	\$31,998.00	\$10,500.00	\$28,848.00
4	Removal of hazardous and special handling materials, as identified in the Scope of Services	LS	1	\$0.00	\$0.00	\$2,160.00	\$500.00	\$1,500.00	\$0.00
5	Demolition of Buildings and Accessories, as identified in the Scope of Services	LS	1	\$35,000.00	\$69,896.00	\$59,100.00	\$84,080.00	\$55,300.00	\$73,500.00
6	Clearing and Grubbing, Disposal, Site Grading, and Soil Stabilization, as identified in the Scope of Services	LS	1	\$9,500.00	\$0.00	\$27,435.00	\$7,250.00	\$51,330.00	\$38,000.00
7	Stormwater Protection Plan (SWPPP), Erosion and Dust Control, as identified in the Scope of Services	LS	1	\$4,000.00	\$0.00	\$9,000.00	\$8,000.00	\$5,300.00	\$5,000.00
Base Sub Total				\$80,000.00	\$96,796.00	\$139,795.00	\$140,003.00	\$156,780.00	\$157,848.00
8	Contingency Allowance for Work Change Directives	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Grand Total				\$90,000.00	\$106,796.00	\$149,795.00	\$150,003.00	\$166,780.00	\$167,848.00

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.**

Demolition Specialties, LP
Irving, TX United States

Certificate Number:
2022-938599

Date Filed:
09/27/2022

Date Acknowledged:
09/27/2022

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-2022-006
Asbestos Abatement and Demolition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Proctor, Michelle	Irving, TX United States	X	
	Proctor, Linda	Irving, TX United States	X	

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.

Demolition Specialties, LP
Irving, TX United States

Certificate Number:
2022-938599

Date Filed:
09/27/2022

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-2022-006

Asbestos Abatement and Demolition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Proctor, Michelle	Irving, TX United States	X	
	Proctor, Linda	Irving, TX United States	X	

5 Check only if there is NO Interested Party. ☐

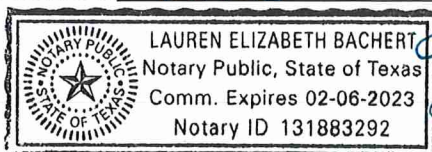
6 UNSWORN DECLARATION

My name is Tim Proctor, and my date of birth is 5/6/1968.

My address is 4103 Oxford Court, Colleyville, TX, 76034, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 27th day of September 2022.
(month) (year)



Lauren Bachert
Signature of authorized agent of contracting business entity
(Declarant)



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4g

Agenda Date 10/3/2022

Number Resolution R-22-4773

Type Resolution

Department Engineering

Title

Approval of a construction services agreement for a Texas Department of Transportation (TxDOT) Green Ribbon Program project with Cole Construction, Inc., for improvements to SH26 from Brown Trail to Cheek-Sparger Road in an amount not to exceed \$350,606.00, in conformance with the executed Advance Funding Agreement between the City and TxDOT for the project; and authorizing the City Manager to execute the agreement upon final approval from TxDOT

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

Explanation

Reading and Public Hearing

On June 7, 2022, the City Council approved an Advance Funding Agreement (AFA) for Green Ribbon funding for the beautification of SH26 from Cheek-Sparger Road to Brown Trail, by and between the City of Colleyville and the Texas Department of Transportation. The federal and state participation for this project is a not to exceed amount of \$195,177.

The project includes furnishing and installing site and landscape improvements to Colleyville Boulevard from Cheek-Sparger Road to Brown Trail; generally consisting of, but not limited to, the following:

- Parkway landscape improvements, including ornamental trees, shrubs, and groundcover; and
- Irrigation system as indicated and detailed

Public notification of the invitation for bids was advertised in the Fort Worth Star-Telegram on July 24 and 31, 2022. 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 22 plan holders, of which were 1 architect, 2 engineers, 6 general contractors, 2 manufacturers, 1 other, 1 not specified, 3 plan rooms, 4 sub-contractors, and 2 suppliers.

The City received one sealed bid, which was opened and publicly read aloud on August 16, 2022. Within the bid was \$30,000 in contingency funding for anticipated project completion delays. Staff is working with the contractor to remove the funding component in exchange for additional construction terms.

Financial Impact

The funding sources for this project include TxDOT/Federal grant and the TIF Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement

CONSTRUCTION SERVICES AGREEMENT
COLLEYVILLE CORRIDOR EXTENSION
(Bid #ENG-2022-005)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Cole Construction, Inc.**, 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, below; 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 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 to perform the Colleyville Corridor Extension (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

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 in conformance with this Agreement.

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 plans, specifications, and all other contract documents for the Project contained in City's Bid #ENG-2022-005;
 - (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 (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for 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) Performance of Services. 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. 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 Project.

(b) Quality Materials. 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. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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.

(c) Additional Services. All minor details of the work not specifically mentioned in the 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. 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. The terms "extra work" and "additional services" 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 plans and 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/change 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. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. 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.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute.

"Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or 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.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Storm Water Management. When performing or delivering services at or upon any property owned, leased, or managed by the City, or in performance of any services or other acts on behalf of, or at the direction of the City (regardless of location), Contractor shall at all times comply with (i) the City's Storm Water Management and Discharge Control provisions codified in Chapter 42 of the Colleyville Municipal Code, as amended, (ii) all applicable Minimum Best Management Practice requirements, as defined by the Texas Commission on Environmental Quality, and (iii) any Storm Water Pollution Prevention Plan (SWPPP) applicable to the worksite. Regardless of the applicability of the foregoing regulations, CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR IMPLEMENTING SUCH CONTROLS AS MAY BE REASONABLY NECESSARY TO MINIMIZE ANY NEGATIVE IMPACT TO THE STORM WATER COLLECTION SYSTEM OR ENVIRONMENT AND SHALL FOLLOW ALL STATE AND LOCAL ILLICIT DISCHARGE REPORTING PROCEDURES IN THE EVENT OF AN OCCURRENCE OR DISCHARGE.

(j) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. 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 FIFTY THOUSAND, SIX HUNDRED AND SIX DOLLARS (\$350,606.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. 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 any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under 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 by Contractor. Additionally, 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 letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. 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 sixty-four (64) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before sixty-four (64) calendar days following the date of City's written notice to proceed to Contractor.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(c) Costs of Delay. 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 \$1,500.00 per day for the first 30 days and \$3,000 per day after 30 days, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. Notwithstanding the foregoing, the parties agree that if City provides notice to proceed to Contractor on or before December 31, 2022, Contractor will reduce its mobilization fees by \$30,000 and City will delay the assessment of the foregoing costs of delay for a period of thirty (30) days.

In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, 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 services 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) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, 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; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 7(a) above, Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, 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. City may further 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; or

- (2) 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 Contractor's sole expense.

(b) Suspension or Termination by City. 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 as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), 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 prior to such termination date.

(c) Abandonment. If 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 timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) 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, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such 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 Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor 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 its surety (ies) 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 (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. 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 OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (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 GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS 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).

(b) Contractor's Indemnity Obligation. 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 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, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, 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).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

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. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. 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 13. Texas Government Code Verifications

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) 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 courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) This Agreement may be executed by the parties 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Contractor:

CITY OF COLLEYVILLE, TEXAS

COLE CONSTRUCTION, INC.

By: _____
Jerry Ducay
City Manager

By: _____
Jacob McGregor
Project Estimator

Date: _____

Date: _____

Notice Address:

Notice Address:

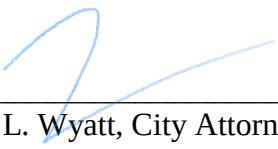
City of Colleyville
Attn: City Manager
100 Main Street, 3rd Floor
City of Colleyville, Texas 76034
E: jducay@colleyville.com

Cole Construction, Inc.
Attn: Jacob McGregor, Project Estimator
10315 Alta Vista Rd
Fort Worth, Texas 76244
E: jacob@colecon.com

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney

GovDox Colleyville Contract ID:
CSA_pk_October 3, 2022_v1.20220714



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4h

Agenda Date 10/3/2022

Number Resolution R-22-4773

Type Resolution

Department City Manager

Title

Approval of the 2022 Christmas gift card and Colleyville Gives economic development programs

Strategic Plan

Explanation

Reading and Public Hearing

Christmas Gift Cards

This agenda item provides for approval of another economic development gift card program for Winter 2022. The gift cards will be distributed in mid-November and the beginning of December, and must be used by January 6, 2023. The program is intended to encourage shopping locally during the holiday season at Colleyville businesses. New this year, a gift card will be provided for the employees of local businesses who participate in the program. This will provide an opportunity for the City and employers to express their appreciation to those who continually assist in growing our local economy.

Similar to previous cycles of the City's gift card program, cards with a value of \$35 will be mailed to all households in Colleyville and a \$50 Colleyville Cares gift card will be developed, to be shared with those in need. The distribution of these cards is handled in partnership with the Ministerial Alliance.

Colleyville Gives

In keeping with tradition from the last several years, the City will continue the popular Colleyville Gives advertising grant program. This program provides \$1,000 advertising grants to local businesses. Businesses who donate \$500 or more to a non-profit organization of their choice will double their advertising grant (\$2,000). Since the program began in 2018, \$76,300 has been donated to local non-profits.

Financial Impact

Funds for the gift card program are available in the TIF Fund. Estimates for the program cost are approximately \$480,000.

Recommendation

Approve

Attachments

1. Christmas Gift Card - Colleyville Gives Program Presentation

Christmas Gift Card Program



- Staple of our Economic Development strategy
- Approx. \$240,000 each round
- Proposing two holiday rounds
 - Mid-November
 - Beginning of December
- Conclude January 6, 2023
- Both \$35 Gift Card and \$50 Cares Card (primarily distributed Through Ministerial Alliance)
- **New proposal this round: provide a gift card to employees of local businesses as a thank you and a way to generate additional commerce**



Colleyville Gives Program

The "Colleyville Gives" logo is centered in the upper half of the slide. It consists of the words "Colleyville Gives" in a white, cursive script font, set against a red rectangular background. The background has a dotted white border and small white snowflake patterns at the bottom.

Colleyville Gives

- Staple of our Economic Development strategy
- \$1,000 advertising grant per sales tax generating business
- Additional \$1,000 provided with a \$500 donation to local non-profit
- **Since program began in 2018, \$76,300 donated to local non-profits, \$302,000 grants provided**



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 10/3/2022

Number Ordinance O-22-2225

Type Ordinance

Department City Manager

Title

Amending Chapter 2, Article II of the Code of Ordinances to provide for adoption of a General Fund Capital Improvement Plan Fee

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

The City Council appointed an Ad Hoc General Fund CIP Fee Advisory Committee in the fall of 2021 to assess the anticipated City costs which will allow the City to continue to provide and maintain the City's high quality public facilities and infrastructure in conformance with the annually adopted CIP.

The Advisory Committee recommended the City Council adopt a General Fund Capital Improvement Plan Fee to provide a limited amount of additional funding to be used to administer the City capital projects in conformance with the CIP.

The proposed ordinance amends Chapter 2, Article II of the City's Code of Ordinances and provides a General Fund Capital Improvement Plan Fee of \$2.00 per month for Fiscal Year 2022-2023 to be charged to each water customer within the City and will be included as a separate line item on the monthly water bill. The funds will be deposited in the City's General Fund Capital Improvement Plan account.

In keeping with the recommendations of the Advisory Committee, the City Council will review the fee each fiscal year and may amend the fee by resolution. Additionally, if the balance of the City's General Fund Capital Improvement Plan account exceeds 125% of the five-year rolling average account balance, the City Council will review the fee and take action to continue, amend, or terminate the fee for the following fiscal year.

Financial Impact

Funds will be used to implement the City's CIP.

Recommendation

Approve

Attachments

1. CIP Fee Ordinance Presentation
2. Ordinance O-22-2225

Adoption of a General Fund Capital Improvement Plan Fee

City Council
October 3, 2022

What is a CIP?

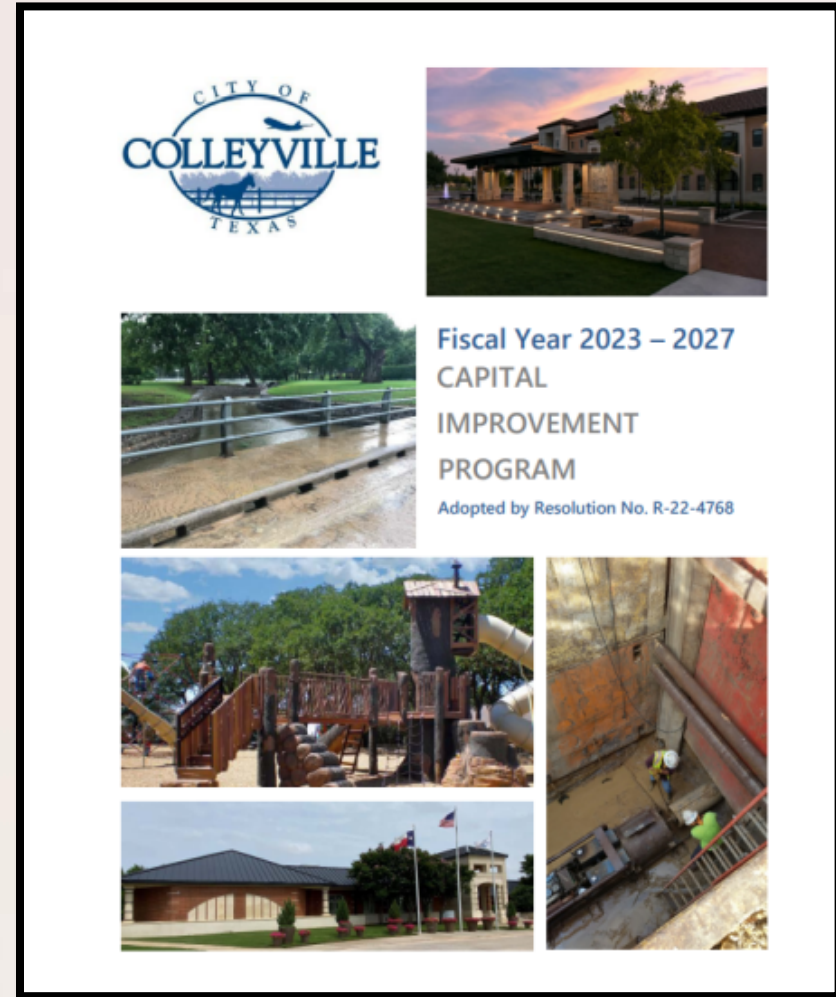


Capital Improvement Program (CIP)

- A short-range, rolling plan, usually three to five years out, which identifies capital projects and provides a planning schedule, including funding options

The Benefits of a CIP Include

- Provides the link between the strategic plans and the City's annual budget
- Supports the City's long term goals and vision
- Focuses on preserving the City's infrastructure while ensuring the efficient use of public funds



Background



5-Year CIP Updated Annually

- Each year the City Council adopts a five-year Capital Improvement Program. The program identifies capital projects to be completed and the funding source for each project.
- The current 5-Year plan funds \$66M in projects across multiple project categories.
- The program is funded with cash to avoid issuance of debt.
- Long term forecasting suggests need for new revenue source to supplement General Fund capital needs.

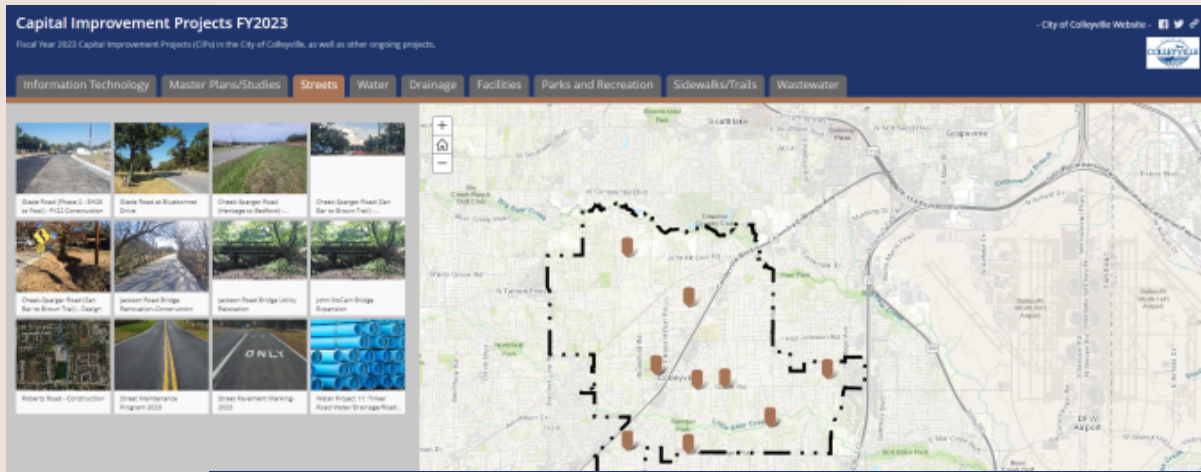
Fiscal Year 2023-2027 Program Categories						
Project Category	2023	2024	2025	2026	2027	Total
Drainage	\$400,000	\$300,000	\$400,000	\$300,000	\$1,450,000	\$2,850,000
Facilities	\$3,055,000	\$1,400,000	\$50,000	\$50,000	\$50,000	\$4,605,000
Information Technology	\$100,000	\$200,000	\$200,000	—	—	\$500,000
Master Plans/Studies	\$455,000	—	—	—	—	\$455,000
Parks and Recreation	\$7,145,000	\$2,160,000	\$1,775,000	\$1,175,000	\$125,000	\$12,380,000
Sidewalks/Trails	\$1,750,000	\$225,000	\$3,000,000	\$900,000	\$2,150,000	\$8,025,000
Streets	\$7,847,996	\$2,440,000	\$7,850,000	\$1,100,000	\$3,100,000	\$22,337,996
Vehicles/Equipment	\$200,000	—	—	—	—	\$200,000
Wastewater	\$3,550,000	—	—	—	—	\$3,550,000
Water	—	\$2,275,000	\$3,150,000	\$4,250,000	\$1,600,000	\$11,275,000
Total	\$24,502,996	\$9,000,000	\$16,425,000	\$7,775,000	\$8,475,000	\$66,177,996

City Council-Appointed Advisory Committee

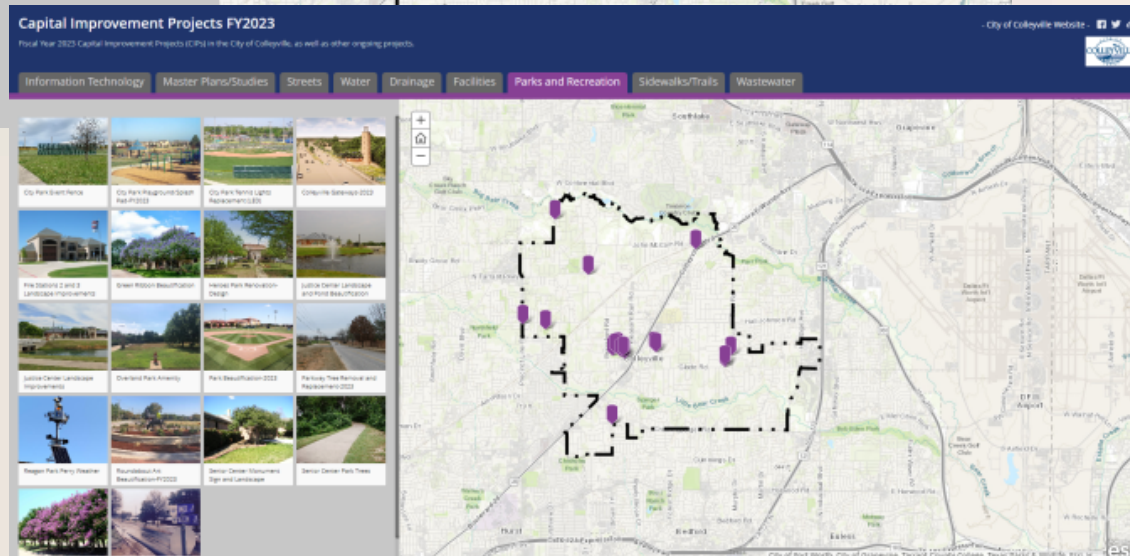
- Ad-hoc General Fund CIP Fee Advisory Committee was created by the City Council fall 2021
- Advisory Committee met three times and made the following recommendations that are included within the proposed Ordinance:
 - There should be a General Fund CIP fee assessed on each water bill
 - The fee should be a flat fee
 - The fee should start at \$2 per month in FY23 (\$2 per month equals approximately \$250,000 per year)
 - The fund's maximum balance should be set at 125% of rolling 5-year fund average. If the fund hits this level, there should be a fee review by the City Council.

Current Five Year Capital Improvement Program

Capital Improvement Program Interactive Map



- The City Council adopted the Current 5 Year CIP on September 20, 2022
- The Program can be found on the City Website along with an interactive map which provides detailed information regarding each of the current capital projects



www.colleyville.com

Questions and Discussion

ORDINANCE O-22-2225

AMENDING CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES TO PROVIDE FOR ADOPTION OF A GENERAL FUND CAPITAL IMPROVEMENT FEE; PROVIDING FOR A MINIMUM FUND BALANCE; PROVIDING FOR REVIEW UPON REACHING A MAXIMUM FUND BALANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has adopted a Capital Improvement Plan (CIP) that sets forth the City's desire to provide and maintain high quality public facilities and infrastructure for the City's residents; and

WHEREAS, the City Council finds the labor and materials costs to provide and maintain the City's public facilities and infrastructure has increased significantly over the past few years due to various factors, including unforeseen global events and market conditions; and

WHEREAS, the City Council appointed an Ad Hoc General Fund CIP Fee Advisory Committee (the "Committee") in the fall of 2021 to assess the anticipated public costs that will allow the City to continue to provide and maintain the City's public facilities and infrastructure in conformance with the adopted CIP; and

WHEREAS, the Committee recommended that the City Council adopt a general fund capital improvement plan fee (herein the "CIP Fee") to provide a limited amount of additional funding to ensure the City is able to administer the City's capital projects in conformance with the CIP; and

WHEREAS, the Committee's recommendations included a required minimum balance of \$3,000,000 in the City's General Capital Improvement Plan Fund (the "Fund"), which will continue to be used to administer and execute the capital projects necessary to continue to provide high quality public facilities and infrastructure in conformance with the adopted CIP; and

WHEREAS, the City Council desires to accept the Committee's recommendations for the Fund and authorize the CIP Fee, which will initially be charged to residents on a monthly basis in conformance with the provisions of this Ordinance; and

WHEREAS, the City Council further finds that the CIP Fee established by this Ordinance is intended to provide only for those anticipated costs and expenses reasonably necessary to carry out the purposes

set forth herein and therefore establishes a maximum fund balance equal to 125% of the five-year rolling average fund balance (the "Maximum Fund Balance"); and

WHEREAS, the City Council will review this Ordinance and the need to continue, amend or terminate the CIP Fee when the fund reaches the Maximum Fund Balance; 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 residents of Colleyville.

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

Sec. 1. THAT Chapter 2, Article II, Section 2-26 (Fees and Charges for City Services) of the Code of Ordinances be, and the same is hereby, amended to add a new subsection (r), which shall read as follows:

“...(r) General Fund Capital Improvement Plan Fee.

A General Fund Capital Improvement Program Fee in the amount of \$2.00 per month shall be charged to each water customer within the corporate limits of the City of Colleyville and deposited in the City’s General Fund Capital Improvement Plan account. The fee will be included as a separate line item on the customer’s monthly water bill.

The City Council shall review the fee each fiscal year and may amend this fee by resolution of the City Council.

In the event the balance of the City’s general fund capital improvement plan account exceeds 125% of the 125% of the five-year rolling average account balance, the City Council will review the fee imposed by this section and shall take action as it deems reasonably necessary to continue, amend or terminate the fee effective October 1st of the next fiscal year.

...”

Sec. 2. THAT the City Council will review this Ordinance and the need to continue, amend or terminate the CIP Fee when the fund reaches the Maximum Fund Balance defined herein.

- Sec. 3. THAT all provisions of the Code of Ordinances of the City of Colleyville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.
- Sec. 4. 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. 5. 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 3rd day of October 2022.

The second reading and public hearing being conducted on the 18th day of October 2022.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 18TH DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 10/3/2022

Number Ordinance O-22-2211

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading and Public Hearing

UPDATE: A special City Council meeting was held on Monday, September 19, 2022 to discuss this item. The applicant made a presentation highlighting several changes made to the proposed project. A public hearing was also held with several residents speaking about the proposed project. The developer indicated his desire to respond to the issues raised at this meeting and a subsequent meeting with City staff. However, that effort will not be ready for presentation at the October 3, 2022 council meeting. Therefore, the item will remain on the table pending placement on the October 18, 2022 agenda. Staff will reach out to the neighbors and let them know the case will not be considered at this next meeting.

First Reading and Public Hearing

No change of zoning where exists a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. The opposition was originally calculated at approximately 25 percent. However, with the modification to the zoning boundary, and one adjacent property owner changing their opposition to support, the opposition is now calculated at approximately 18 percent. This removes the requirement for a super-majority vote.

The applicant was present at the first reading and answered questions regarding the project. Many citizens were present and spoke in favor and in opposition to the project. Topics of concern included drainage, traffic and connectivity, lack of open space, and density. The City Council indicated that the item will be tabled to allow for the applicant to adjust the project and to provide time to conduct a special meeting(s) to focus exclusively on this item. The special meeting will be open to the public and will include a public hearing.

First Reading and Public Hearing

Kosse Maykus, the applicant, has submitted a request to rezone the 59.47 acre property located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive from AG Agricultural and RE Single-Family 'Estate' Residential district to a PUD-R Planned Unit Development-Residential district. The purpose is to rezone in order to allow for the development of a new 56 lot single family residential subdivision.

Existing Conditions/Background: The subject property is a combination of platted and unplatted lots.

Proposed Zoning Change: *Request* – The request is to rezone from the AG Agricultural and RE Single Family 'Estate' Residential to the PUD-R Planned Unit Development-Residential district. The request is to construct a new 56 lot detached single family subdivision to be known as Greystone Manor.

Purpose - The purpose of a Planned Unit Development (PUD) is to provide for greater flexibility and discretion in the approval of residential, non-residential, and mixed-use developments by encouraging creative, efficient and aesthetically desirable residential and commercial projects that are superior to what could be accomplished in other zoning districts. This may be through the use of increased open spaces and greenbelts or by providing enhanced amenities or features within the development which will be of special benefit to the property owners or to the community.

Analysis – Per proposed the PUD, this project is requesting to create a new 56 detached single family subdivision. The applicant is proposing private, gated streets which is required to be approved by the City Council. There are two proposed street connections along Westcoat Drive serving as the entrances and exits to the subdivision. The lots range from R-20 in size up to R-40. The average lot size is 38,000 s.f. The minimum home size will be 4,500 s.f. Along the northern border, a 15' landscape easement with four inch shade trees on each lot is proposed to serve as a buffer. Adjacent to the eastern border of the subdivision will be a 30' landscaping easement along with the planting of four inch shade trees.

Plat Status: The subject property is a combination of unplatted and platted lots as Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, And Lots 1A2, 1B, And 1C, Block 1, Hilley

Addition.

DRC Review: This request was reviewed during the May 23, 2022 DRC meeting and determined the application may be scheduled for the next available Planning and Zoning Commission meeting. The DRC provided a number of comments, which included information related to the open space, net density per acre, providing a preliminary drainage plan using accurate C-factors, and providing more dimensions regarding the proposed streets and cul-de-sacs.

Drainage: A Preliminary Drainage Plan has been provided and it is using incorrect C-factors of 0.35 pre-developed (existing) and 0.45 post-developed (proposed). The guidelines set in Chapter 14 of the Colleyville Land Development Code indicate the C-factors for pre-developed (existing) to be 0.30 and post-developed to be 0.60.

Surrounding Development: Property to the north is zoned PUD-R Planned Unit Development-Residential and has developed with single family homes. Property to the south has R-20 Single Family Residential, R-40 Single Family Residential, and AG Agricultural zoning and has developed with single family homes. The property to the east has RE Single Family 'Estate' Residential, R-40 Single Family Residential, and AG Agricultural zoning and has been developed with single family homes. The property to the west has R-10 Single Family Residential, RE Single Family 'Estate' Residential, and PUD-R Planned Unit Development-Residential and has been developed with single family homes.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, designates the subject property and most of the property near this location along Westcoat as planned for residential use. The proposed rezoning request does comply with the residential land use designation stated in the comprehensive plan. One of the goals for this area, as outlined in *Destination Colleyville*, is to preserve high-quality, established neighborhoods with an emphasis on large lots and natural settings with a "country feel". As open space areas are encouraged to be provided, staff strongly encourage maintaining the density of the larger area.

Fees: Impact Fees are required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit, if applicable.

Tree Preservation: The development must comply with Chapter 5 (Urban Forestry) 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 and Independent School Districts within 1,000 feet of the subject property. 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 Recommendation: The Planning and Zoning Commission recommended approval of the request at their June 13, 2022 meeting by a vote of 5-0.

Financial Impact

There is no financial impact to the City.

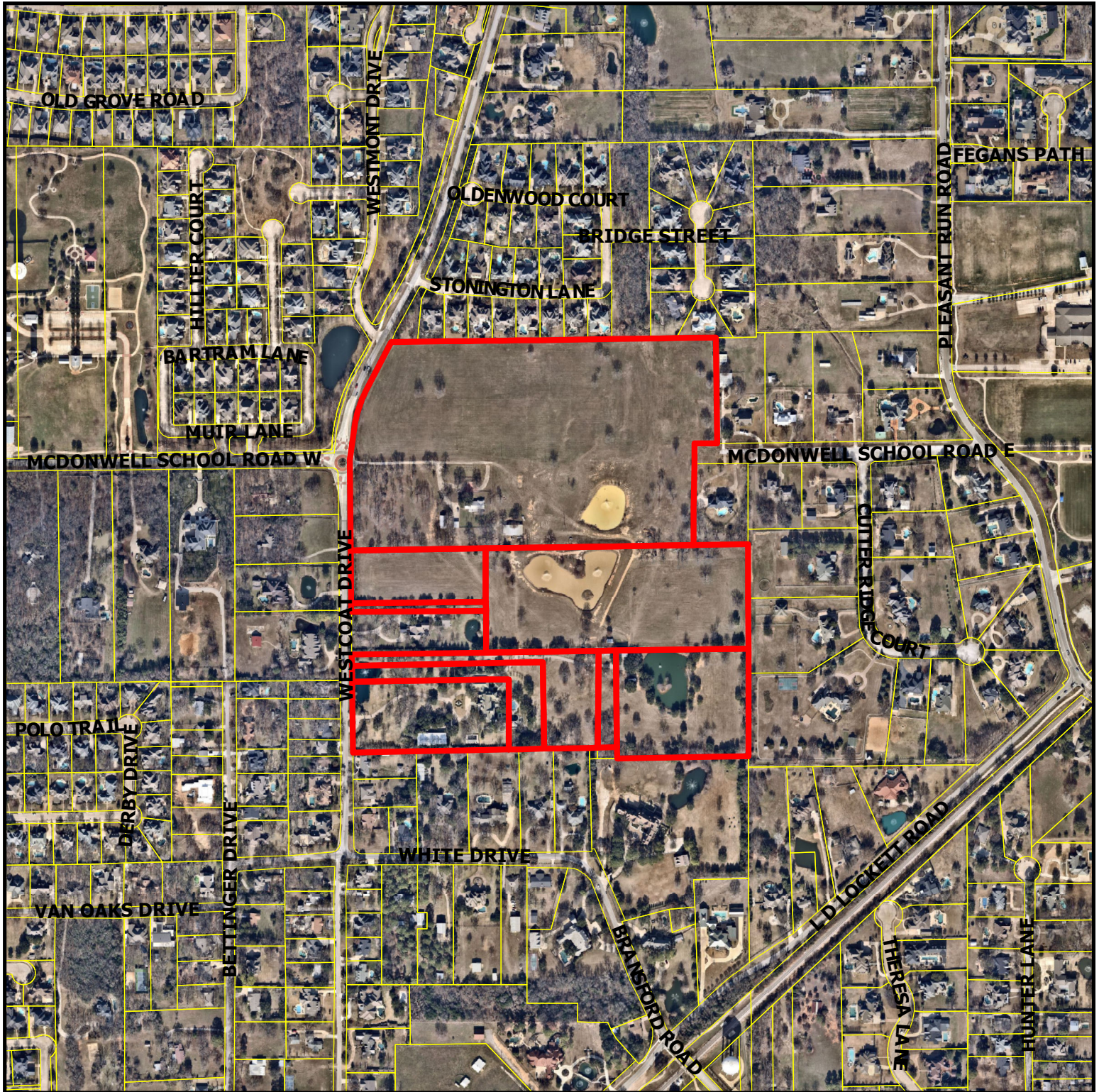
Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Greystone Manor - Revised
5. Density Summary
6. Original Statement of Planning Objectives
7. Original Development Plan
8. Notification Map
9. Notification Letter
10. Notification List
11. Letters from Surrounding Property Owners
12. Opposition Map
13. Opposition Report
14. Ordinance O-22-2211

Aerial Map



ZC22-020

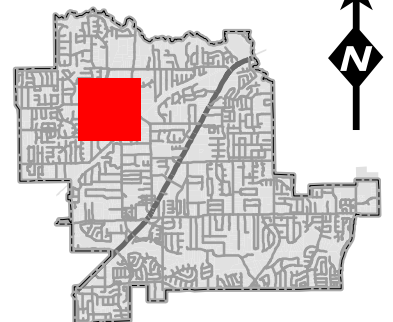
6605 Westcoat Drive

DISCLAIMER:

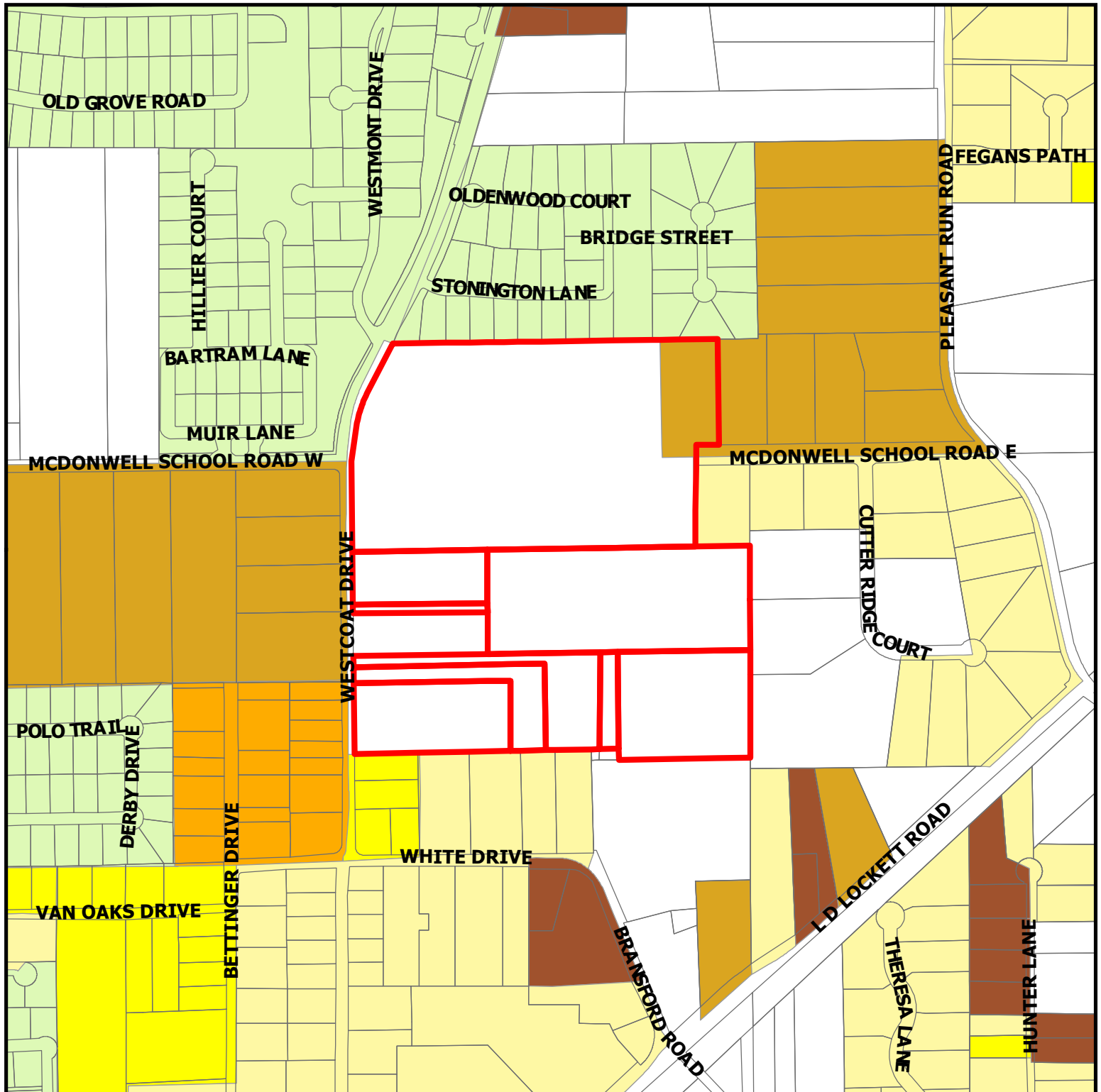
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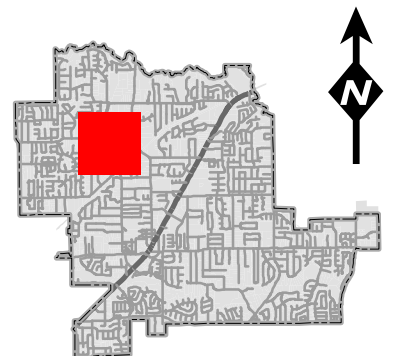
Subject Property



Zoning Map



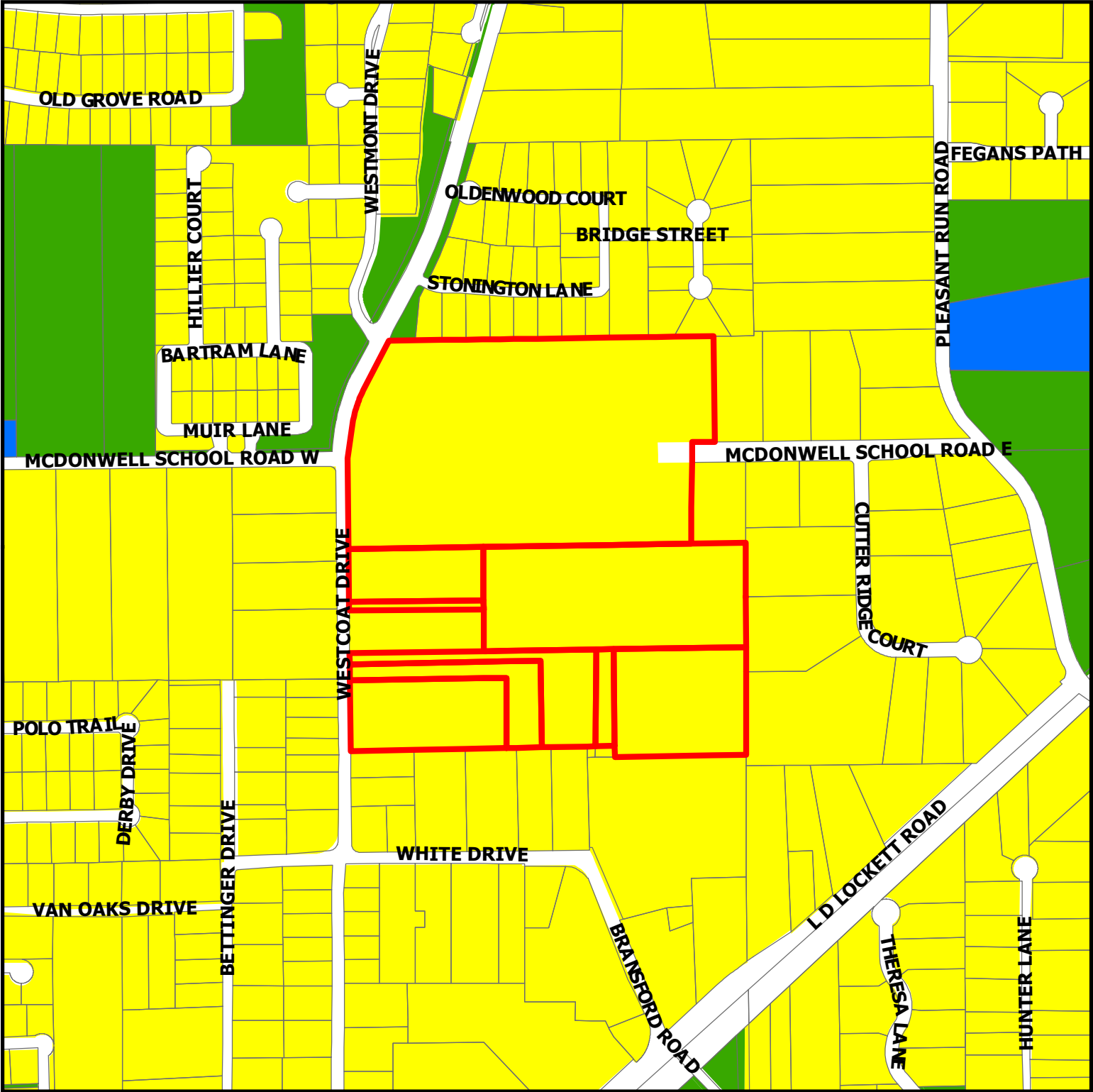
ZC22-020
6605 Westcoat Drive



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 Subject Property

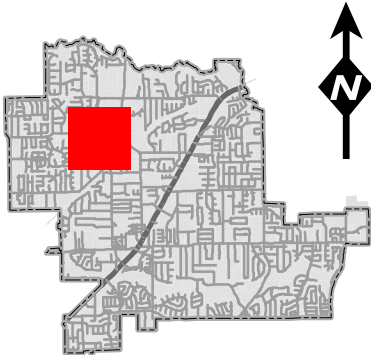
Future Land Use Map



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ZC22-020
6605 Westcoat Drive

-  Subject Property
-  Residential
-  Institutional
-  Open Space; Parks



Greystone Manor

Colleyville, Texas

Zoning Narrative –19 SEPT 2022

Hat Creek Development, Developer

Sage Group, Inc., Land Planner

Statement of Planning Objectives

Greystone Manor is a proposed residential neighborhood to be developed by Hat Creek Development, under the PUD-R Residential District regulations for residential development in the City of Colleyville. The approximately 50 acre property is located on the east side of Westcoat Drive, just east of the new roundabout at the corner of Westcoat and McDonwell School Rd.

Adjacencies: The property is west of the acre+ lot Cutter Ridge neighborhood, south of the adjacent Oakbrook Hills neighborhood (a PUD-R of 16,500+ sf lots) and across Westcoat from “Westmont,” (a PUD-R of 13,000-20,000+ sf lots)- north of McDonwell School Road, and multi acre lots south of McDonwell School Road. To the south of the property are also multi-acre lots.

The property is currently designated AG (Agriculture), so this would be the initial “development” zoning requested. The intent here is to rezone the entire property to PUD-R, unifying the property into one cohesive, master planned residential development of the highest quality. There are currently two occupied single-family homes on the consolidated properties under this ownership. The main estate, to be contained within a newly defined lot, has been removed from the zoning proposal, but will need to be a part of the plat, for the creation of the new lot; the remaining structures will be removed.

The proposed plan responds to, and in many ways reflects the neighborhoods and properties we are adjacent to. Where we are adjacent to the PUD-R’s to the north and northwest- composed primarily of 1/3 acre lots- we are proposing larger lots of 20,000 sf and up, and then transitioning, internally, to 30,000 sf lots, and then to 40,000 sf lots along the entire eastern and southern boundaries. In summary, we have designed the project to be compatible and in harmony with our adjacent neighbors and to be consistent with the city’s Future Land Use Plan. Overall density is 0.98 lots per acre.

Quality and compatibility with the adjacent residential, as well as the rest of Colleyville is essential, and we have designed this proposal with those goals in mind.

Access: To the east, the ROW of the existing McDonwell School Road extends to the edge of this property. In the past, McDonwell was shown on the Thoroughfare Plan as extending through this property to connect to where it currently intersects with Westcoat. Several years ago, the city removed this extension from the T-Plan, because of the sensitivity of nearby residents to through traffic. We intend to honor this decision, and there will be no through traffic with the proposed gated, private streets, but we will have gated entries from Westcoat, and, on the east, to McDonwell. We are proposing a main entry access point along Westcoat Drive- several hundred feet south of the fairly new

roundabout built by the city at the Westcoat/ McDonwell School intersection. We feel that a more subdued project entry away from the hustle and bustle of the- at times- heavily trafficked roundabout will be more conducive to the high quality, luxury home atmosphere we are hoping to create in Greystone Manor. In addition, we are proposing a bermed, heavily landscaped buffer along the Westcoat frontage. Internally, we are proposing a network of gently undulating streets, meant to invoke a peaceful, calming streetscape, highlighted by landscaped medians at each intersection, and inside the cul-de-sac turnaround at the SE corner.

The residences planned for Greystone Manor will be very upscale, with selling prices estimated to start at around \$2.5 million. Each home will be required to be architecturally authentic, and go through a rigorous design review process.

Greystone Manor will be proposed as a gated community with private streets. We propose to build the normal Colleyville street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project, except for the main divided entry road. The Westcoat gated entry will be the main resident, guest and delivery entry. The eastern entry will be for residents only.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way, unless there are already existing trees there that are saved. We have worked with our closest neighboring homes, to the north, to provide a landscape buffer between the existing homes and the future home sites within Greystone Manor. We have included a detail of that buffer in our submittal.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. The property generally drains to the north, and there will be two ponds constructed along the northern boundary- in a landscaped setting, each of which will double as a storm detention facility, to the extent it is necessary. The open space lots containing those ponds will also have usable open space, and the ponds will be fully maintained and landscaped to provide a visual amenity for the adjacent residents and the entire neighborhood. Total open space is over 13% of the site; a remarkably large amount considering the size of the lots and no flood plain.

In addition to the open space areas and associated trail connections reserved for the northern buffer and pond areas, there will be a large, central open space and tree preservation set-aside near the main entry. We envision this as a passive park, with trails along the perimeter. To encourage pedestrian activity in the neighborhood, sidewalks will also be built along the front of each lot.

The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Development Schedule

Greystone Manor will most likely be developed in one phase, with development commencing upon the successful completion of the zoning and platting and the subsequent approval of the final plat and engineering plans. Construction of homes is anticipated to start immediately upon completion of the subdivision's infrastructure.

Economic Development Information

Greystone Manor will have a total of forty-nine (49) homes, each with an estimated average value upon completion of \$3,000,000, resulting in an overall tax base of over \$147,000,000. At the current tax rate of 2.2221%, the total taxes generated from the development are projected to be \$3,265,000, with over \$450,000 generated directly for the City at buildout.

Development Standards

Permitted Land Use:	Single Family Residential Detached
Minimum House Size:	4,500 square feet.
Minimum Lot Area:	20,174 s.f. (Average about 31,669 s.f.)
Minimum Lot Width:	One Hundred feet (100') measured at the building setback line, except pie-shaped cul-de-sac lots 38-42, in which case the minimum shall be as shown on the Development Plan.
Front Yard Setbacks:	Thirty feet (30') back of the property line
Rear Yard Setbacks:	Twenty-Five feet (25')
Side Yard Setbacks:	Less than 30,000 sf lots: Ten feet (10') Greater than 30,000 sf lots: Fifteen feet (15')
Street-facing Side Yard:	Side yard setbacks on the street side of a corner lot, fronting on another street, shall be 20', except for "key" lots which shall match the front setback of adjacent lots, as shown on the Development Plan.
Street Standards:	The streets within Greystone Manor are proposed to be private streets with restricted access (gated). All undivided sections will be built to the standard street section of 31' b/b paving, in a 50' Private Street ROW. The divided entry shall have a minimum width of 18', on each side.
Minimum Roof Pitch:	Minimum of a 10:12 roof pitch, unless architecturally required to vary, based on home style.
Garage Standard:	Minimum of a three-car garage with wood-like, architecturally enhanced doors.

Masonry Requirement: The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco) or other material solely determined by the Committee. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location.

Additional Elevation Requirements: All plans will be reviewed by the Greystone Manor Architectural Review Committee, and will comply with a set of Design Guidelines which will be developed to ensure structures and site features of the highest quality. Elevations will have a hierarchy of plate dominance featuring custom front doors and entrances; balanced architectural features and interests with natural tones for paint and exterior finishes. The elevations on all “four sides” shall be addressed in the design to present a finished appearance. Roofing will match the architectural style. Slate, tile or standing seam metal are examples. Each elevation should add interest to the entire streetscape.

Windows: No aluminum windows allowed in the subdivision, only windows of higher quality and energy efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.

Fencing: Wood fencing between lots is not permitted. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots adjacent to a Common Open Space shall be open style fencing of decorative metal, and/or Masonry.

Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning.

Streetscape Standards:	Minimum of two (2) three-inch (3") caliper trees per front yard, unless quality existing trees are present and saved. Fully landscaped and sprinklered front and rear yard within sixty days of completing a house.
Open Space Maintenance:	The open space lots within the subdivision shall be maintained in a consistent, uniform manner by the Greystone Manor Homeowners Association through dues collected from the individual homeowners. Membership in the Homeowner's Association is mandatory.
Street Design Standards:	
Right of Way:	Fifty feet (50') (Undivided), Thirty Two, one half feet (32.5') (each side of divided entry road)
Travel Lane Width:	Thirty-one feet (31'), back of curb to back of curb (undivided) Nineteen feet (19'), back of curb to back of curb (divided)
Turning Radii:	Fifteen feet (15')
Open Space Standards:	All Common Open Space shall be fully landscaped and irrigated with a combination of trees and shrubbery pursuant to an approved landscape plan. The Common Open Space shall be owned, operated and maintained by Greystone Manor Homeowners Association which shall have a mandatory membership of all homeowners and shall collect dues in amounts satisfactory to maintain the Common Open Space. The Association shall have fine and lien rights as permitted by law to enforce compliance with the rules of the association.
Signage:	A monument sign identifying the subdivision shall be built at the gated entries.

Legend

85' x 85' Building Pad

Lot - 20k23 Lots

Lot - 30k7 Lots

Lot - 40k19 Lots

Site Data Summary Chart

Single Family Residential Lots		49
Common Areas		11
Residential Lots	71.41%	35.59 ac.
Open Space	13.23%	6.59 ac.
R.O.W.	15.36%	7.66 ac.
Res. Gross Acreage	100.00%	49.84 ac.

Site Data

Gross Acreage	49.84 ac.
Gross Density (lots / acre)	0.98 lots/acre

Existing Zoning:	AG / RE
Proposed Zoning:	PUD-R
Existing Use:	Residential / AG
Proposed Use:	S.F. Residential

Lot Summary

Residential Lots	49
Minimum Building Lot Area	20,174 s.f.
Average Building Lot Area	31,643 s.f.
Common Areas	11

Owner:

Julianna Garrison
6401 Westcoat Drive
Colleyville, TX 76034
Phone: 214-502-5606

Applicant:

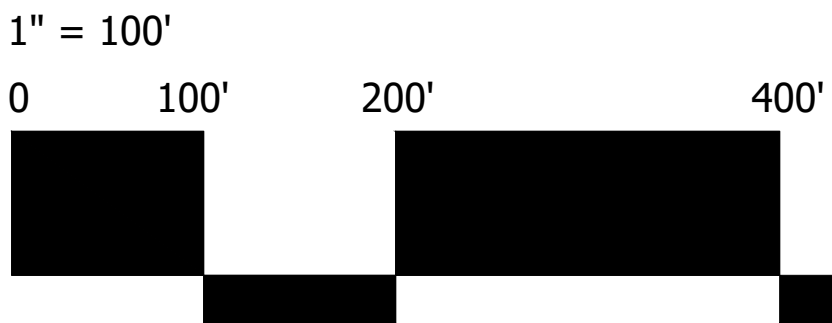
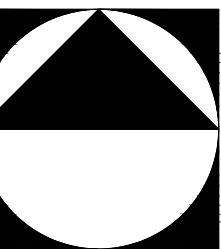
Hat Creek Development
PO Box 92747
Southlake, TX 76092
817-329-3854
Contact: Kosse Maykus



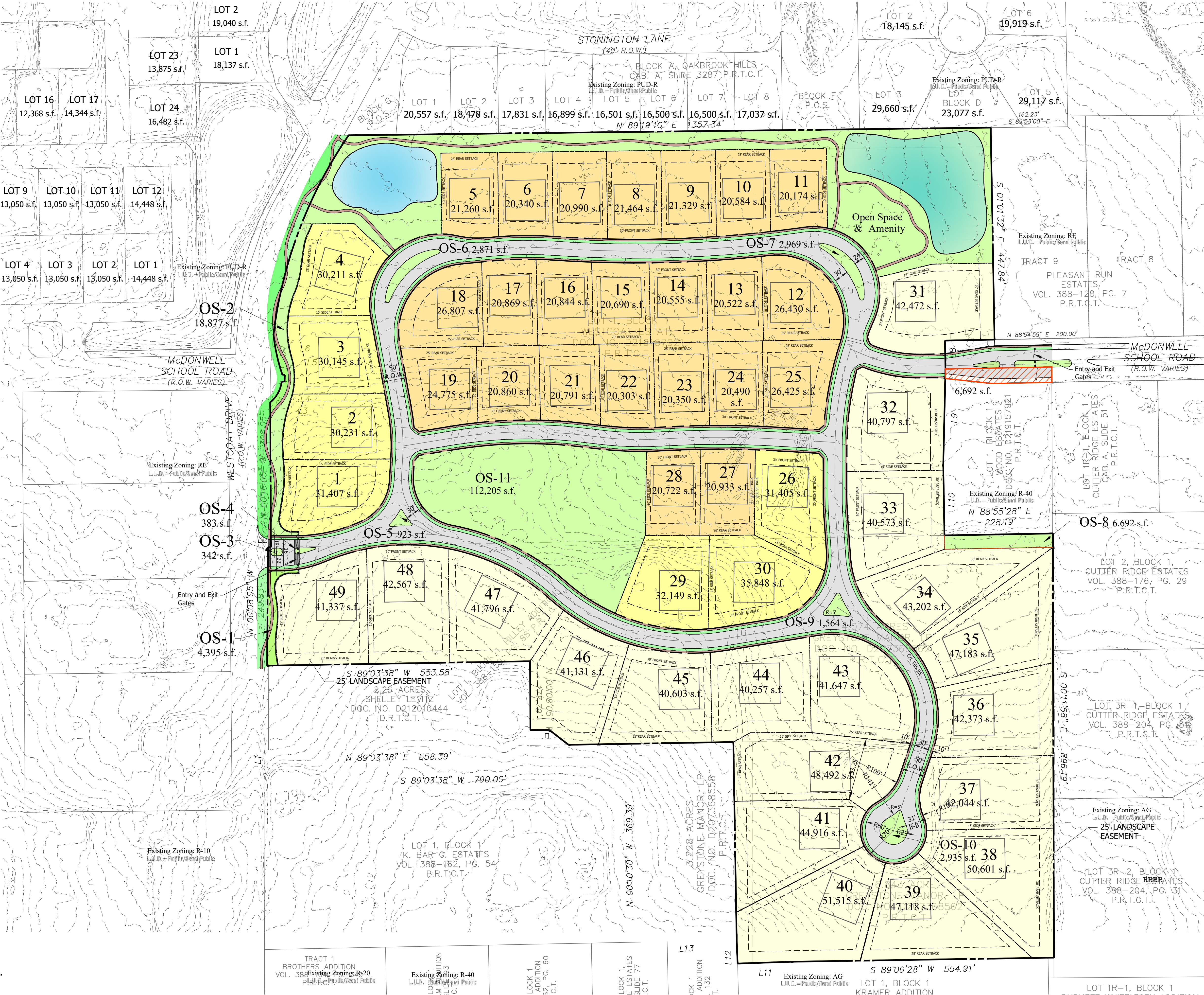
Planner: SAGE GROUP, INC.

Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626

14 SEP 22



Development Plan



Wall / Fence Diagram

Legend

6' Ornamental Iron Fence

6' Masonry Wall

Notes:

- Front Setbacks are 30'
- Rear Setbacks are 25'
- Side Setbacks are 10' and 15'
- There will be no outside storage onsite
- Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).

Greystone Manor

Colleyville, Tarrant County, Texas



Hat Creek
DEVELOPMENT

Planner: SAGE GROUP, INC.

Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626

14 SEP 22

1" = 100'

0 100' 200' 400'

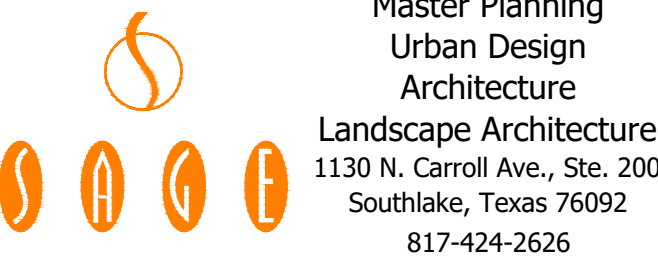
Landscape Master Plan

Greystone Manor

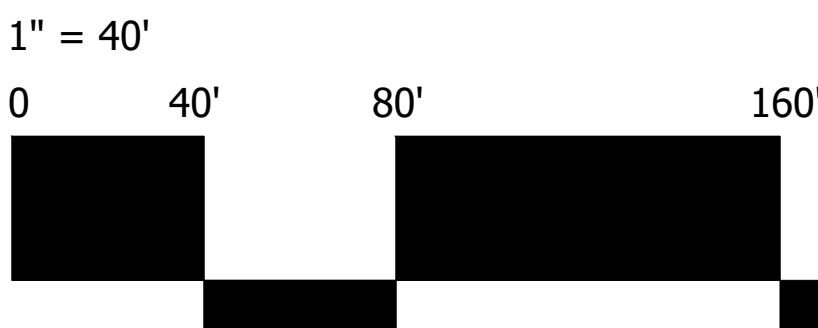
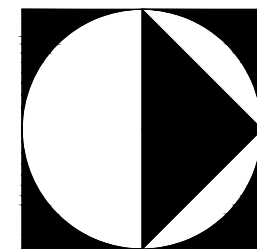
Colleyville, Tarrant County, Texas



Planner: SAGE GROUP, INC.



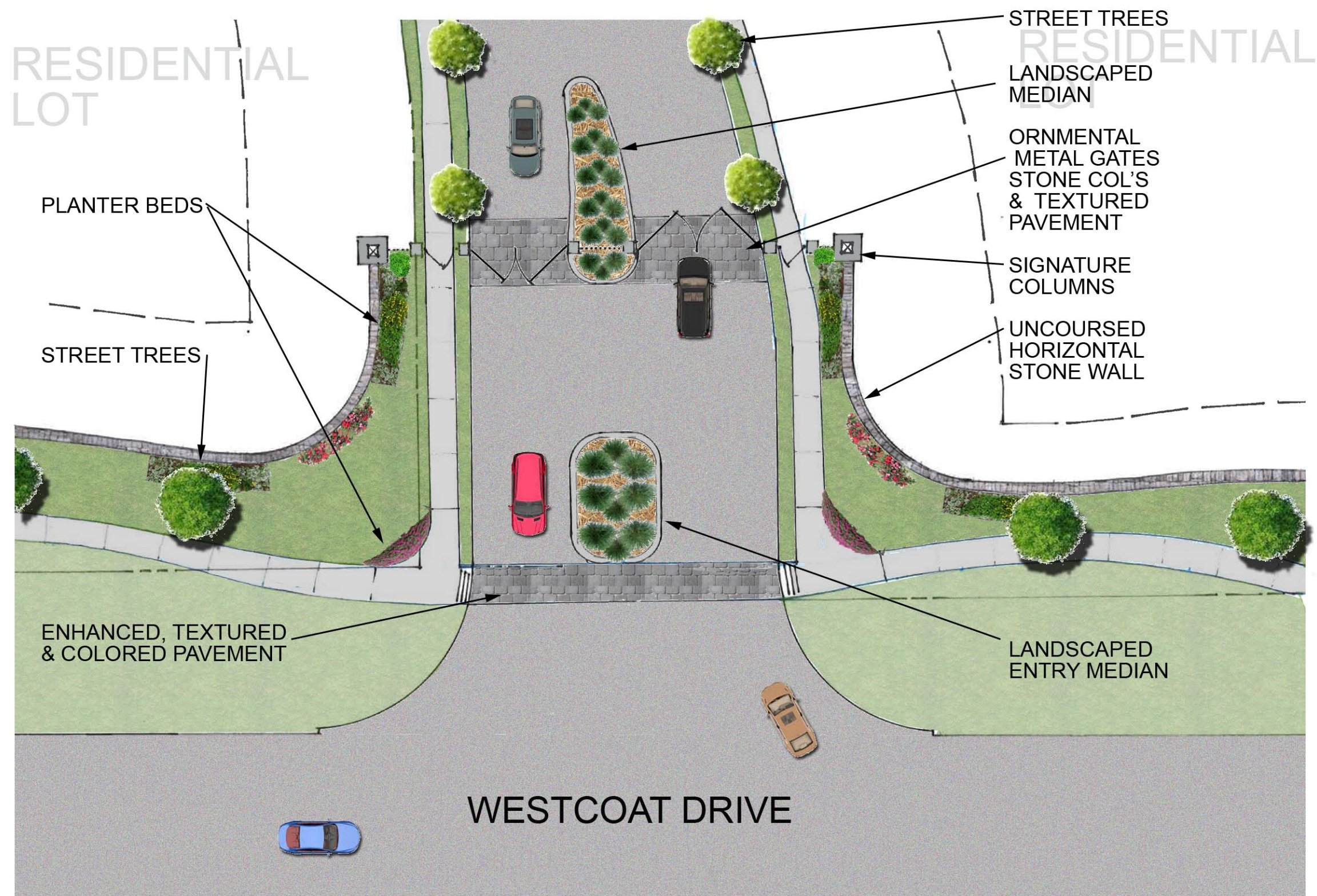
14 SEP 22



Frontage Landscape Screening & Plantings

Greystone Manor

Colleyville, Tarrant County, Texas



SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste 200
Southlake, Texas 76092
TEL: 817-424-2626

THE ENTRY

**GREYSTONE
MANOR**



THE ENTRY

GREYSTONE MANOR



SAGE GROUP, INC.

Master Planning
Urban Design
Architecture
Landscape Architecture

1130 N. Carroll Ave., Ste 200
Southlake, Texas 76092
TEL: 817-424-2626



ENTRY COLUMN

**GREYSTONE
MANOR**



Eastern Boundary Lots 35, 36 & 37
Landscape Specifications

SHADE TREES				
PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS	
Live Oak <i>Quercus virginiana</i>	13	4" CAL. / 16'-18' HT. / 12'-14' SPREAD	single trunk clear to 6'; b & b; matching growth, 30' O.C.	
Cedar Elm <i>Ulmus crassifolia</i>	6	4" CAL. / 16'-18' HT. / 12'-14' SPREAD	single trunk clear to 6'; b & b; matching growth, 30' O.C.	

LANDSCAPE EASEMENT - 30'
4" CAL. SHADE TREES ON LOTS 35, 36 AND 37 - LIVE OAKS
WITHIN REAR BUILDING SETBACK - 30' O.C.

Eastern Boundary Lots 39, 40 & 41
Landscape Specifications

SHADE TREES				
SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
	Live Oak <i>Quercus virginiana</i>	15	4" CAL. / 16'-18' HT. / 12'-14' SPREAD	single trunk clear to 6'; b & b; matching growth, 30' O.C.

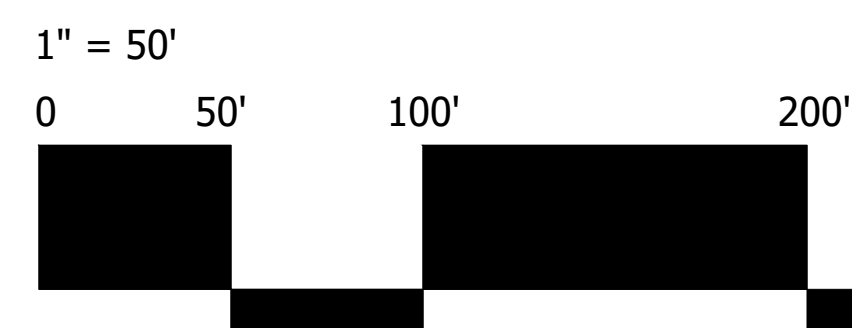
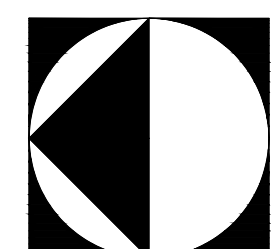
LANDSCAPE EASEMENT - 30'
4" CAL. SHADE TREES ON LOTS 39, 40 AND 41 - LIVE OAKS WITHIN
REAR BUILDING SETBACK - 30' O.C.



Planner: SAGE GROUP, INC.



14 SEP 22



Landscape Easement Plantings - EAST

Greystone Manor

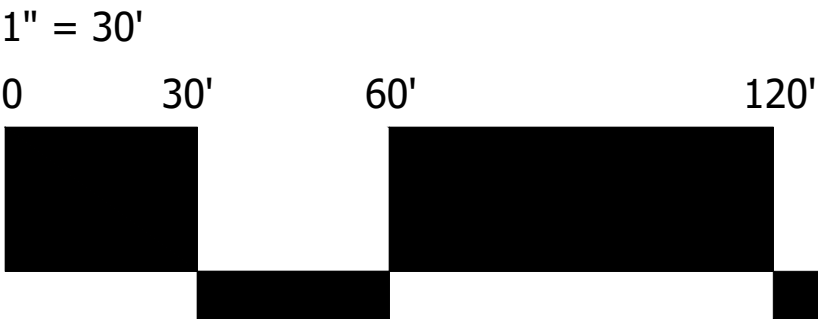
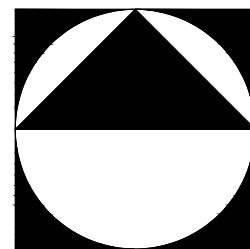
Colleyville, Tarrant County, Texas



Planner: SAGE GROUP, INC.



14 SEP 22



40' LANDSCAPE EASEMENT

4 SHADE TREES ON EACH LOT - WITHIN THE LANDSCAPE EASEMENT - SPECIES TO BE DETERMINED TO MATCH EXISTING TREES

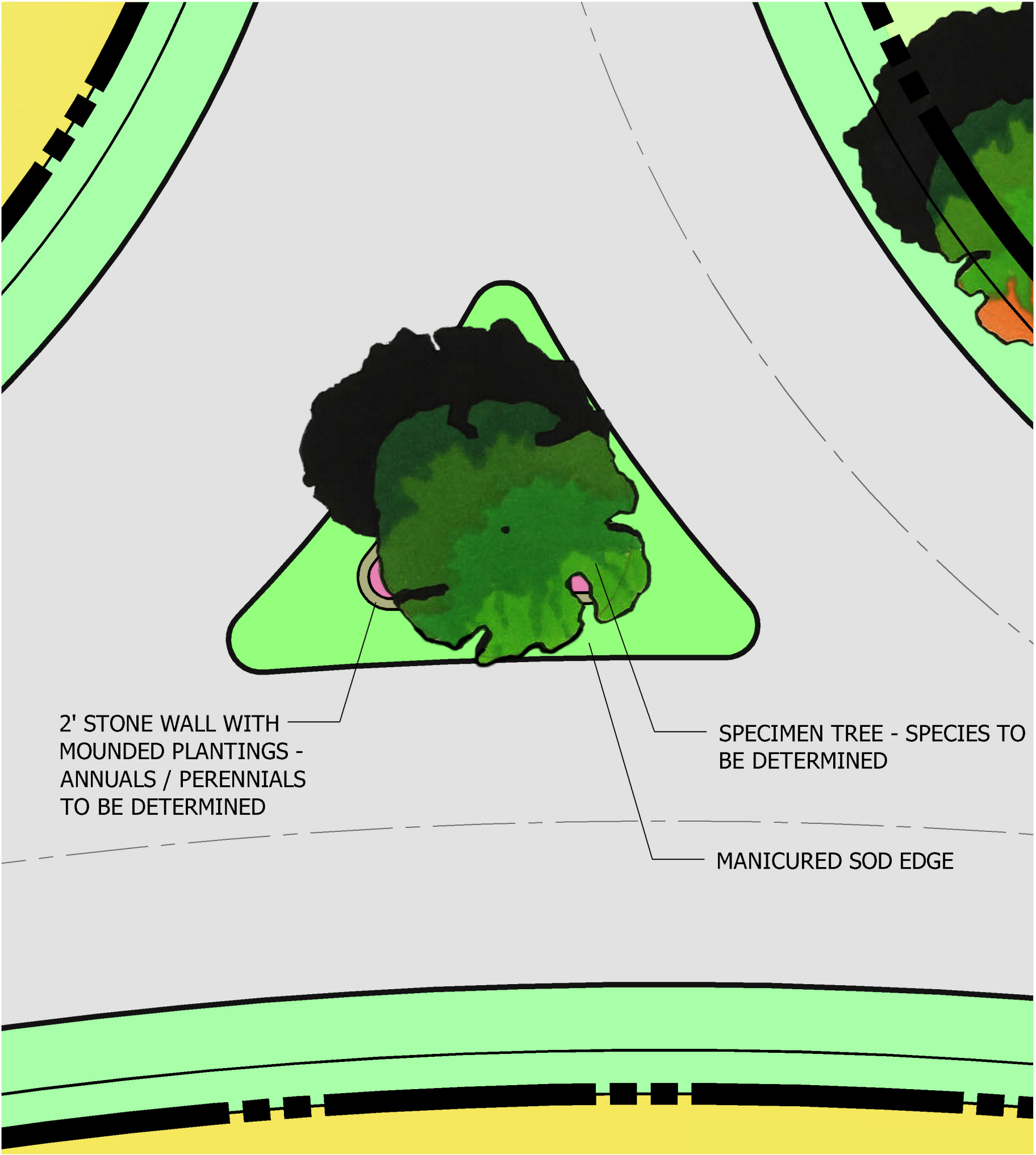
CONTIGUOUS HEDGE OF HOLLIES OR SPECIES TBD WITH NEIGHBOR REPRESENTATIVES.

Northern Boundary Landscape Easement - Landscape Specifications

SHADE TREES				
SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
	TBD TBD	28	4" CAL. / 16'-18' HT. / 12'-14' SPREAD	single trunk clear to 6'; b & b; matching growth
SHRUBS				
SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
	TBD TBD	164	15 GAL. / 4'-6' HT. / 3'-4' SPREAD	straight growth; matching growth; full and vigorous

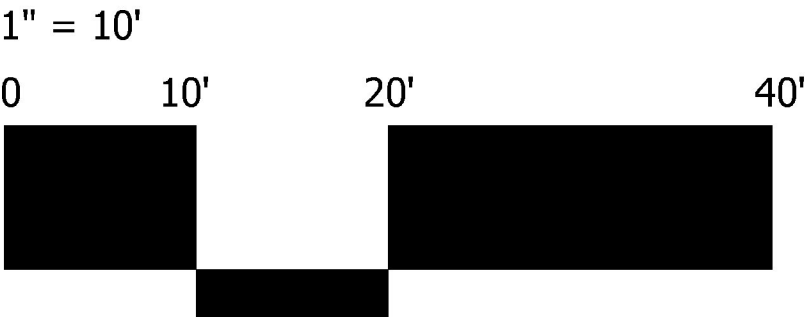
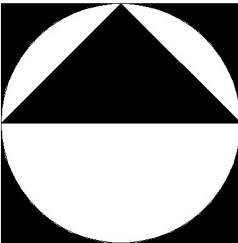
Greystone Manor

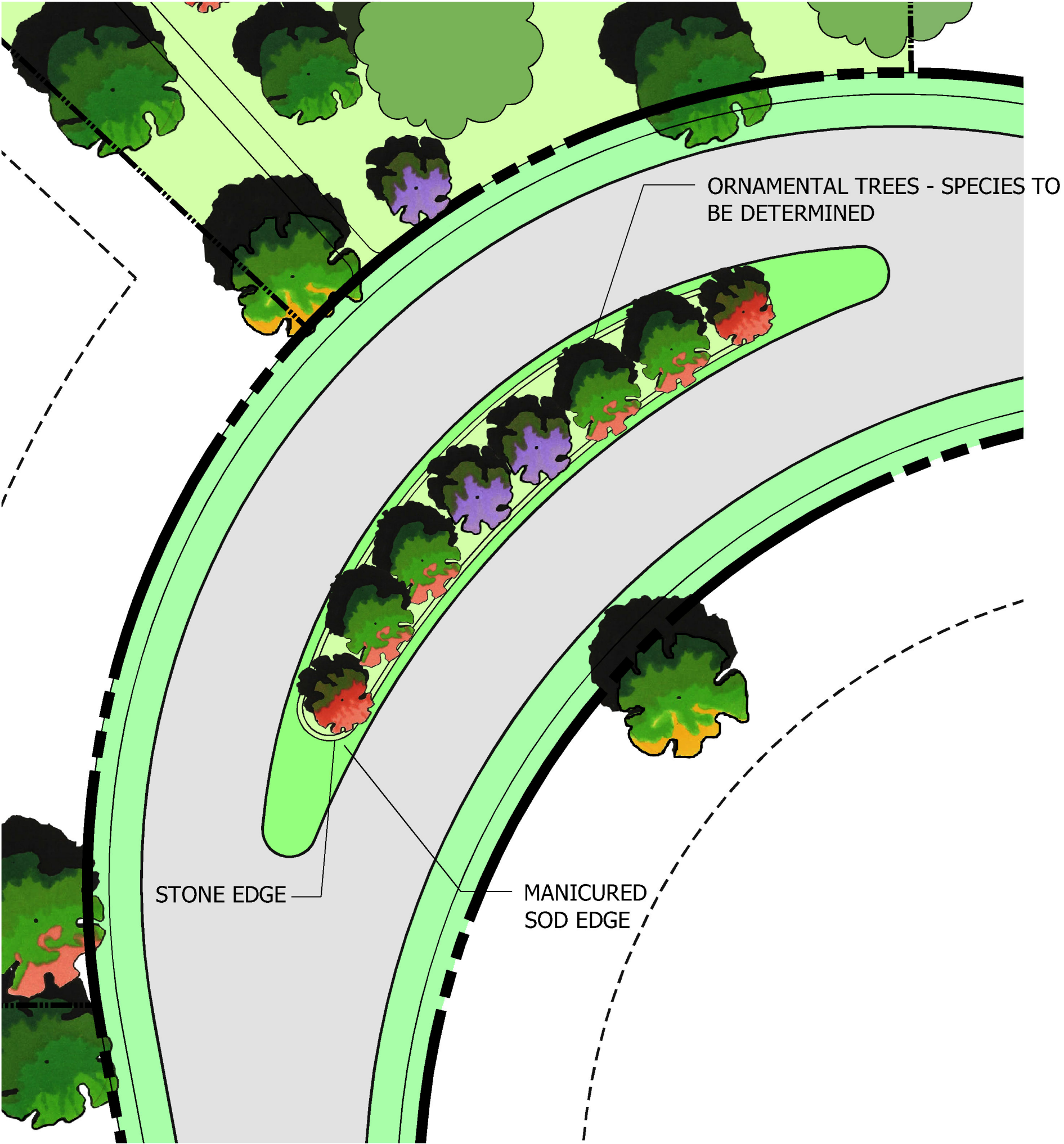
Colleyville, Tarrant County, Texas



STREET ISLAND ENLARGEMENT (TYP.)

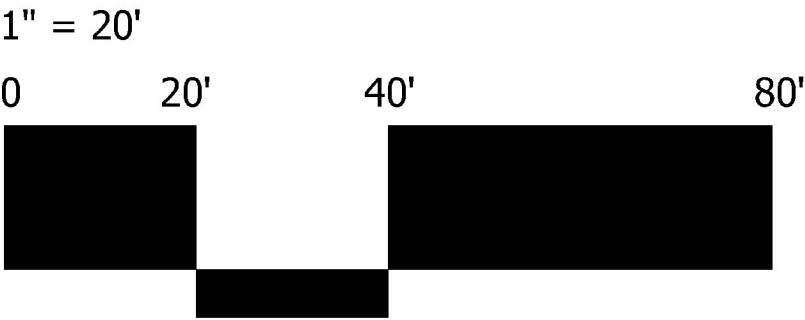
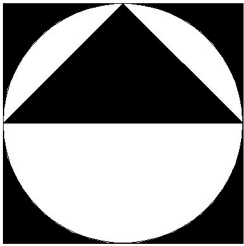
14 SEP 22





KNUCKLE ISLAND ENLARGEMENT (TYP)

14 SEP 22



Previous Plan

Total Acreage = 59.47 acres (gross)
Total R.O.W. = 6.59 acres
Net Acreage = 52.88 acres (gross acreage – R.O.W. area)
Total Open Space = 3.02 acres (5.1%)
Total Number of Lots = 56 Lots

Gross Density = 56 lots / 59.47 acres = 0.94 du/ac
Net Density (less ROW) = 56 lots / 52.88 acres = 1.06 du/ac
Density (less ROW & Open Space) = 56 lots / 49.86 acres = 1.12 du/ac

*Lot 56 = 9.61 acres

Gross Density = 55 lots / 49.86 acres = 1.10 du/ac
Net Density (less ROW) = 55 lots / 43.27 acres = 1.27 du/ac
Density (less ROW & Open Space) = 55 lots / 40.25 acres = 1.37 du/ac

*Destination Colleyville Masterplan calls for a maximum net density 1.8 dwelling units/acre

*Northwest Colleyville – Neighborhood Area 6 has a net density of 1.3 dwelling units/acre

Revised Plan

Total Acreage = 49.84 acres (gross)
Total R.O.W. = 7.66 acres
Net Acreage = 42.18 acres (gross acreage – R.O.W. area)
Total Open Space = 6.59 acres (13.23%)
Total Number of Lots = 49 Lots

Gross Density = 49 lots / 49.84 acres = 0.98 du/ac
Net Density (less ROW) = 49 lots / 42.18 acres = 1.16 du/ac
Density (less ROW & Open Space) = 49 lots / 35.59 acres = 1.38 du/ac

*Destination Colleyville Masterplan calls for a maximum net density 1.8 dwelling units/acre

*Northwest Colleyville – Neighborhood Area 6 has a net density of 1.3 dwelling units/acre

Greystone Manor

Colleyville, Texas

Zoning Narrative –25 APR 2022

Hat Creek Development, Developer

Sage Group, Inc., Land Planner

Statement of Planning Objectives

Greystone Manor is a proposed residential neighborhood to be developed by Hat Creek Development, under the PUD-R Residential District regulations for residential development in the City of Colleyville. The 59.47 acre property is located on the east side of Westcoat Drive, just east of the new roundabout at the corner of Westcoat and McDonwell School Rd.

Adjacencies: The property is west of the acre+ lot Cutter Ridge neighborhood, south of the adjacent Oakbrook Hills neighborhood (a PUD-R of 16,500+ sf lots) and across Westcoat from “Westmont,” (a PUD-R of 13,000-20,000+ sf lots)- north of McDonwell School Road, and multi acre lots south of McDonwell School Road. To the south of the property are also multi-acre lots.

The property is currently designated AG (Agriculture), so this would be the initial “development” zoning requested. The intent here is to rezone the entire property to PUD-R, unifying the property into one cohesive, master planned residential development of the highest quality. There are currently two occupied single-family homes on the consolidated properties that make up this proposal. The main home will be worked into the plan; the remaining structures will be removed.

The proposed plan responds to, and in many ways reflects the neighborhoods and properties we are adjacent to. Where we are adjacent to the PUD-R’s to the north and northwest- composed primarily of 1/3 acre lots- we are proposing larger lots of 20,000 sf and up, and then transitioning, internally, to 30,000 sf lots, and then to 40,000 sf lots along the entire eastern and southern boundaries. The main home will be on a 9.6 acre lot, also along the southern boundary of the property. In summary, we have designed the project to be compatible and in harmony with our adjacent neighbors and to be consistent with the city’s Future Land Use Plan. Overall density is 0.94 lots per acre.

Quality and compatibility with the adjacent residential, as well as the rest of Colleyville is essential, and we have designed this proposal with those goals in mind.

Access: To the east, the ROW of the existing McDonwell School Road extends to the edge of this property. In the past, McDonwell was shown on the Thoroughfare Plan as extending through this property to connect to where it currently intersects with Westcoat. Several years ago, the city removed this extension from the T-Plan, because of the sensitivity of nearby residents to through traffic. We intend to honor this decision, and- after speaking with some of those who would be affected- in fact are not even proposing a connection, on the east, to McDonwell. Fortunately, Westcoat Drive borders the property along the entire western edge, and we are proposing two entry access points

there- each several hundred feet to the north and the south of the fairly new roundabout built by the city at the Westcoat/ McDonwell School intersection. We feel that more subdued project entries away from the hustle and bustle of the- at times- heavily trafficked roundabout will be more conducive to the high quality, luxury home atmosphere we are hoping to create in Greystone Manor. In addition, we are proposing a bermed, heavily landscaped buffer along the Westcoat frontage. Internally, we are proposing a network of gently undulating streets, meant to invoke a peaceful, calming streetscape, highlighted by landscaped medians at each intersection, and inside the cul-de-sac turnaround at the SE corner.

The residences planned for Greystone Manor will be very upscale, with selling prices estimated to start at around \$2.5 million. Each home will be required to be architecturally authentic, and go through a rigorous design review process.

Greystone Manor will be proposed as a gated community with private streets. We propose to build the normal Colleyville street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project, except for the main divided entry road. The southern, gated entry will be the main resident, guest and delivery entry. The northern entry will be for residents only, and- early on- for construction traffic.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way, unless there are already existing trees there that are saved. We have worked with our closest neighboring homes, to the north, to provide a landscape buffer between the existing homes and the future home sites within Greystone Manor. We have included a detail of that buffer in our submittal.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. The property generally drains to the north, and there will be two ponds constructed along the northern boundary- in a landscaped setting, each of which will double as a storm detention facility, to the extent it is necessary.

To encourage pedestrian activity in the neighborhood, sidewalks will be built along the front of each lot.

The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Development Schedule

Greystone Manor will most likely be developed in one phase, with development commencing upon the successful completion of the zoning and platting and the subsequent approval of the final plat and engineering plans. Construction of homes is anticipated to start immediately upon completion of the subdivision's infrastructure.

Economic Development Information

Greystone Manor will have a total of fifty-six (56) homes (55 new homes), each with an estimated average value upon completion of \$3,000,000, resulting in an overall tax base of over \$170,000,000. At the current tax rate of 2.2221%, the total taxes generated from the development are projected to be \$3,775,700, with over \$520,000 generated directly for the City at buildout.

Development Standards

Permitted Land Use:	Single Family Residential Detached
Minimum House Size:	4,500 square feet.
Minimum Lot Area:	20,086 s.f. (Average about 38,781 s.f.)
Minimum Lot Width:	One Hundred feet (100') measured at the building setback line, except pie-shaped cul-de-sac lots 43-46, in which case the minimum shall be as shown on the Development Plan.
Front Yard Setbacks:	Thirty feet (30') back of the property line
Rear Yard Setbacks:	Twenty Five feet (25')
Side Yard Setbacks:	Ten feet (10').
Street-facing Side Yard:	Side yard setbacks on the street side of a corner lot, fronting on another street, shall be 20', except for "key" lots which shall match the front setback of adjacent lots, as shown on the Development Plan.
Street Standards:	The streets within Greystone Manor are proposed to be private streets with restricted access (gated). All undivided sections will be built to the standard street section of 31' b/b paving, in a 50' Private Street ROW. The divided entry shall have a minimum width of 18', on each side.
Minimum Roof Pitch:	Minimum of a 10:12 roof pitch, unless architecturally required to vary, based on home style.
Garage Standard:	Minimum of a three car garage with wood-like, architecturally enhanced doors.

Masonry Requirement: The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco over CMU block) or other material solely determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location.

Additional Elevation Requirements: All plans will be reviewed by the Greystone Manor Architectural Review Committee, and will comply with a set of Design Guidelines which will be developed to ensure structures and site features of the highest quality. Elevations will have a hierarchy of plate dominance featuring custom front doors and entrances; balanced architectural features and interests with natural tones for paint and exterior finishes. The elevations on all “four sides” shall be addressed in the design to present a finished appearance. Roofing will match the architectural style. Slate, tile or standing seam metal are examples. Each elevation should add interest to the entire streetscape.

Windows: No aluminum widows allowed in the subdivision, only windows of higher quality and energy efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.

Fencing: Wood fencing between lots is not permitted. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots adjacent to a Common Open Space shall be open style fencing of decorative metal, and/or Masonry.

Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning.

Streetscape Standards:	Minimum of two (2) three-inch (3") caliper trees per front yard, unless quality existing trees are present and saved. Fully landscaped and sprinklered front and rear yard within sixty days of completing a house.
Open Space Maintenance:	The open space lots within the subdivision shall be maintained in a consistent, uniform manner by the Greystone Manor Homeowners Association through dues collected from the individual homeowners. Membership in the Homeowner's Association is mandatory.
Street Design Standards:	
Right of Way:	Fifty feet (50') (Undivided), Thirty Two, one half feet (32.5') (each side of divided entry road)
Travel Lane Width:	Thirty-one feet (31'), back of curb to back of curb (undivided) Nineteen feet (19'), back of curb to back of curb (divided)
Turning Radii:	Fifteen feet (15')
Open Space Standards:	All Common Open Space shall be fully landscaped and irrigated with a combination of trees and shrubbery pursuant to an approved landscape plan. The Common Open Space shall be owned, operated and maintained by Greystone Manor Homeowners Association which shall have a mandatory membership of all homeowners and shall collect dues in amounts satisfactory to maintain the Common Open Space. The Association shall have fine and lien rights as permitted by law to enforce compliance with the rules of the association.
Signage:	A monument sign identifying the subdivision shall be built at the gated entries from Westcoat Drive.

Legend

80' x 80' Building Pad

Lot - 20k25 Lots

Lot - 30k9 lots

Lot - 40k22 lots

Site Data Summary Chart

Single Family Residential Lots		56
Common Areas		12
Residential Lots	83.87%	49.856 ac.
Open Space	5.08%	3.02 ac.
R.O.W.	11.05%	6.59 ac.
Res. Gross Acreage	100.00%	59.47 ac.

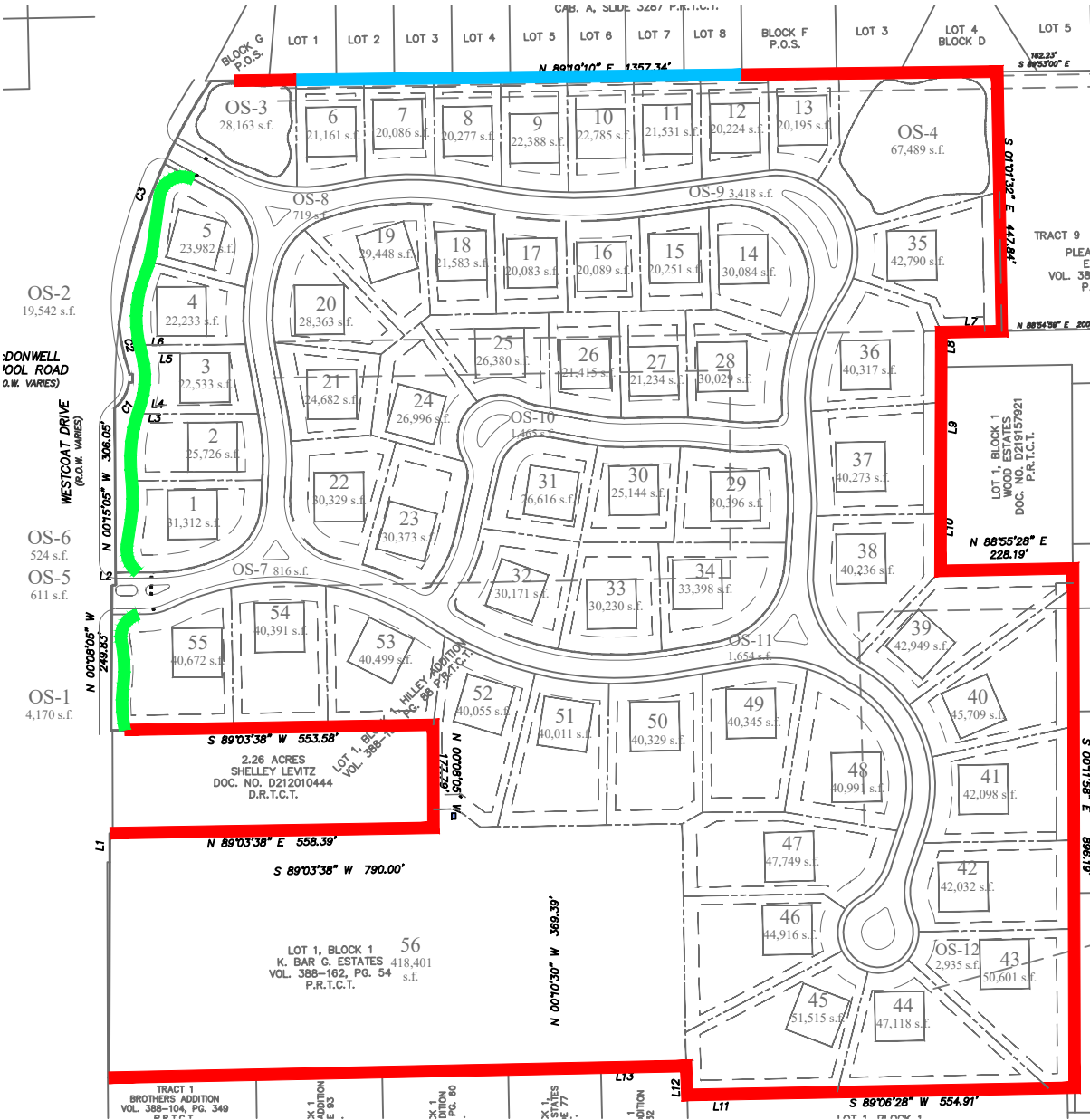
Site Data

Gross Acreage	59.47 ac.
Gross Density (lots / acre)	0.94

Existing Zoning:	AG / RE
Proposed Zoning:	PUD-R
Existing Use:	Residential / AG
Proposed Use:	S.F. Residential

Lot Summary

Residential Lots	55
Minimum Building Lot Area	20,086 s.f.
Average Building Lot Area	38,781 s.f.
Common Areas	12



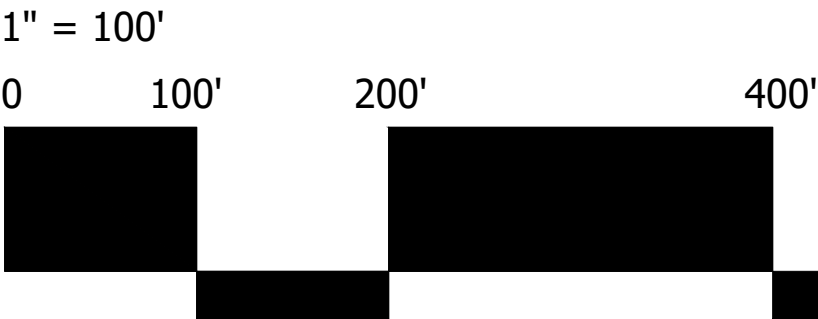
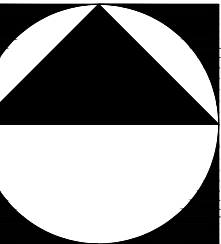
Owner:
Julianna Garrison
6401 Westcoat Drive
Colleyville, TX 76034
Phone: 214-502-5606

Applicant:
Hat Creek Development
PO Box 92747
Southlake, TX 76092
817-329-3854
Contact: Kosse Maykus



Planner: SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
817-424-2626

3 JUN 22



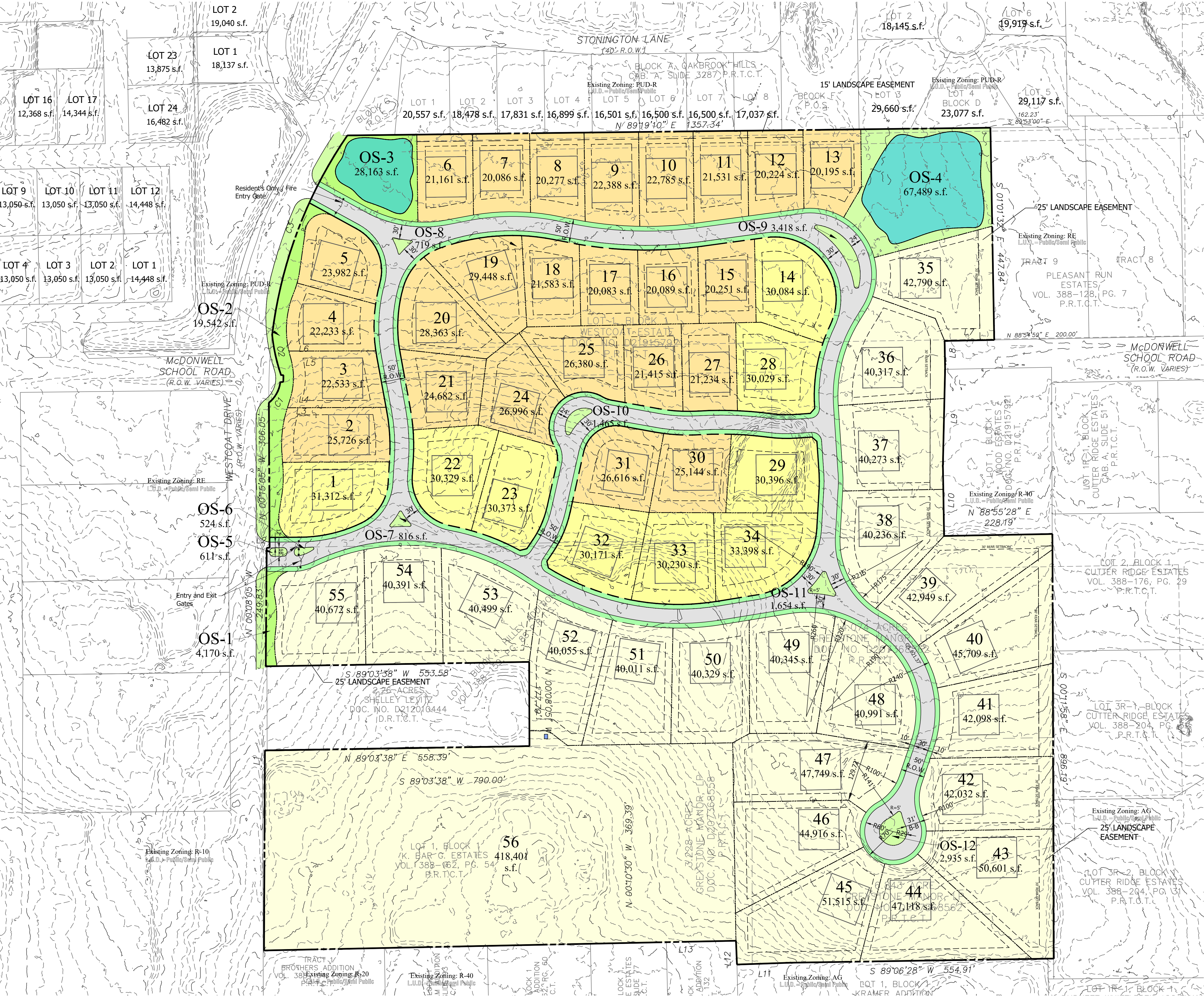
Legend

8' wood Fence with Cap

6' Ornamental Iron Fence

6' Masonry Wall

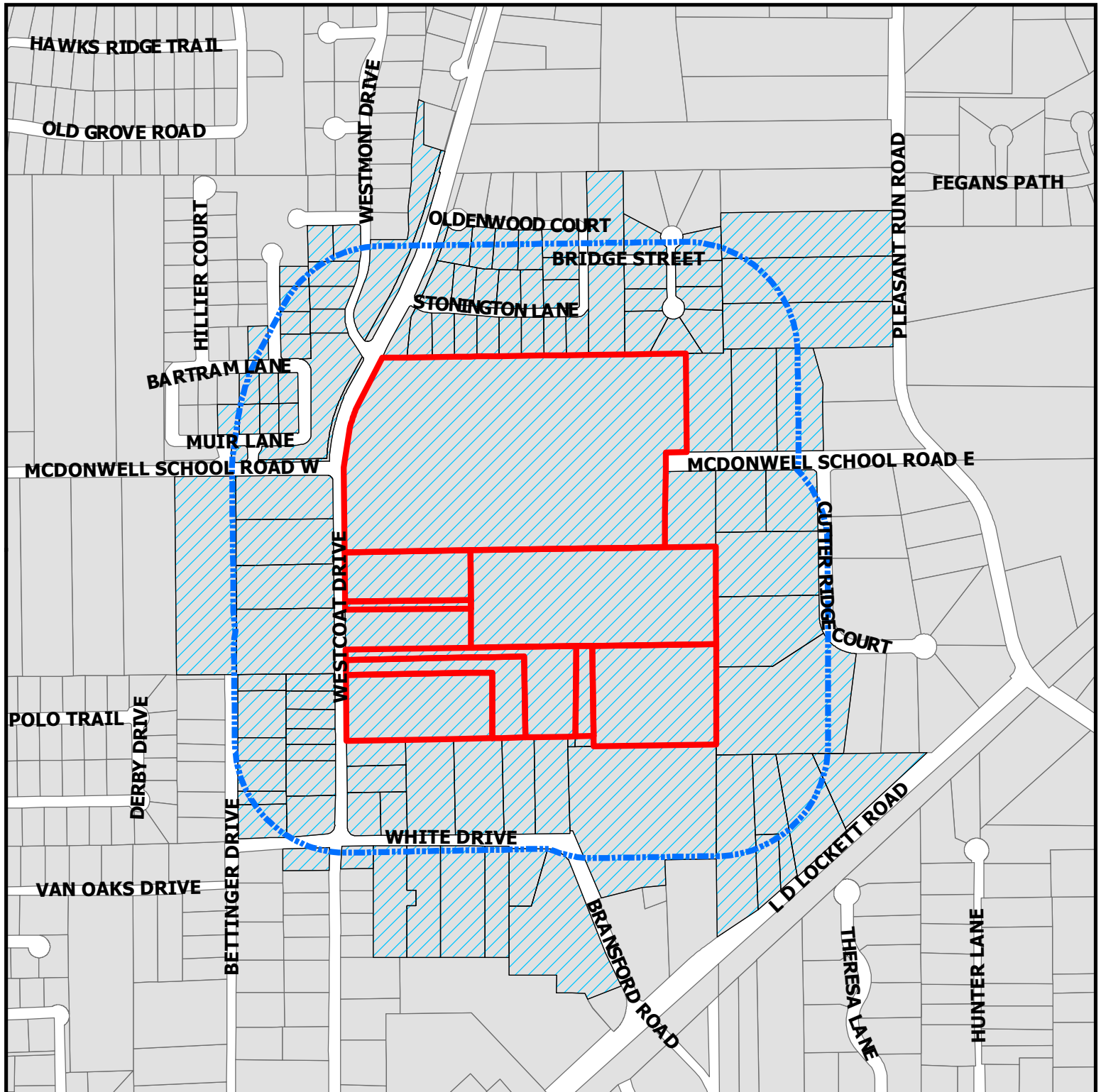
Notes:
-Front Setbacks are 30'
-Rear Setbacks are 25'
-Side Setbacks are 10', corner side setbacks are 15'
-There will be no outside storage onsite
-Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).



Greystone Manor

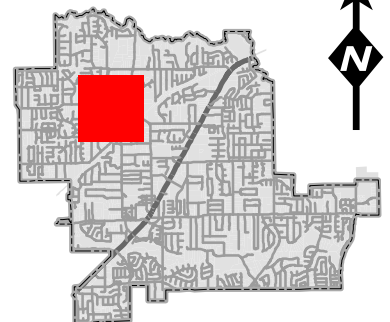
Colleyville, Tarrant County, Texas

Notification Map



ZC22-020
6605 Westcoat Drive

-  Subject Property
-  500ft Buffer
-  Properties within 500ft



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.



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 13, 2022 at 7:00 p.m.
City Council Meetings: Tuesday, July 5, 2022 & Tuesday, July 19, 2022 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from the AG Agricultural and RE Single Family 'Estate' Residential districts to the PUD-R Planned Unit Development - Residential district. The request is to rezone the property to allow for a new 56 lot private and gated subdivision, Greystone Manor. It proposes lot sizes ranging from approximately 20,000 sq.ft. up to 50,000 sq.ft., the average being approximately 38,800 sq. ft.

Zoning Case: ZC22-020

Applicant: Kosse Maykus

Owner: Julianna Garrison

Location: 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive

Property Description: Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Wescoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition

Present Zoning: AG Agricultural and RE Single Family 'Estate' Residential

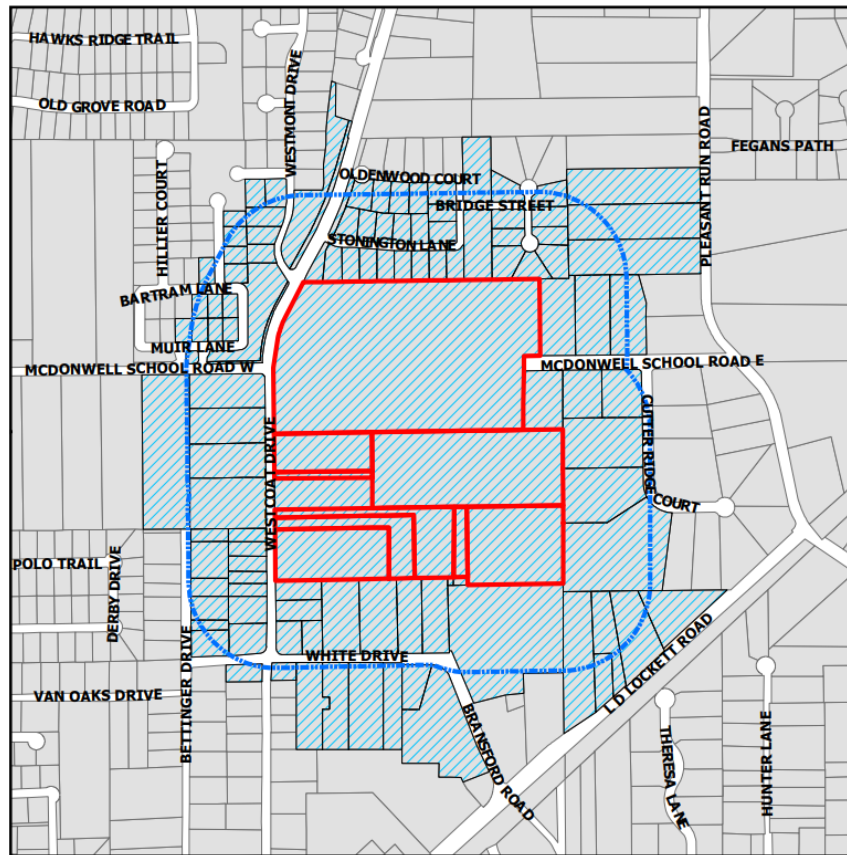
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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:

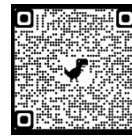
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
77 LEGACY LLC	6214 LD LOCKETT RD	COLLEYVILLE, TX
A BETTER PLACE LLC	3008 CANTON ST	DALLAS, TX
ALBERTINI, RAE	114 BARTRAM LN	COLLEYVILLE, TX
ALIANNE ESTATES	6201 THERESA LN	COLLEYVILLE, TX
BAILEY, COLLEEN	111 W MCDONWELL SCHOOL RD	COLLEYVILLE, TX
BAJEMA, BRYAN	6303 BETTINGER DR	COLLEYVILLE, TX
BARFIELD, MARK	113 BARTRAM LN	COLLEYVILLE, TX
BARGY, TODD M	6304 LD LOCKETT RD	COLLEYVILLE, TX
BATESON FAMILY TRUST	209 WHITE DR	COLLEYVILLE, TX
BEALMEAR, ALLEN D	300 STONINGTON LN	COLLEYVILLE, TX
BLOCKER, DOROTHY J	6313 BETTINGER DR	COLLEYVILLE, TX
BOLTON, JOHNNY L	6713 VINES CT	COLLEYVILLE, TX
BRASWELL FAMILY TRUST	6512 WESTCOAT DR	COLLEYVILLE, TX
BROWN, WHITNEY C	308 WHITE DR	COLLEYVILLE, TX
BRUMMETT, CLAUDIA M	6800 FALLBROOK CT	COLLEYVILLE, TX
BRUNDAGE, JEFFREY	6508 WESTCOAT DR	COLLEYVILLE, TX
CALHOON, CHRISTOPHER	6308 WESTCOAT DR	COLLEYVILLE, TX
CAMPBELL, TOM	501 MCDONWELL SCHOOL RD E	COLLEYVILLE, TX
CEPAK, BENNETT	6301 BETTINGER DR	COLLEYVILLE, TX
CHILD, QUINN	6701 VINES CT	COLLEYVILLE, TX
COBB, CHRISTOPHER	305 STONINGTON LN	COLLEYVILLE, TX
COOK, STANLEY D	6500 CUTTER RIDGE CT	COLLEYVILLE, TX
CORBETT, CHRISTOPHER	200 WHITE DR	COLLEYVILLE, TX
CUTTER RIDGE ESTATES ADDITION	6404 CUTTER RIDGE CT	COLLEYVILLE, TX
DAVID AND JENNIFER SCOTT FAMIL	6704 PLEASANT RUN RD	COLLEYVILLE, TX
DODSON, EDWARD GINO	213 WHITE DR	COLLEYVILLE, TX
DOODY, KEVIN J	401 W LD LOCKETT RD	COLLEYVILLE, TX
DUPUY, VICTOR	6807 FALLBROOK CT	COLLEYVILLE, TX
FICK, GARY	504 MCDONWELL SCHOOL RD	COLLEYVILLE, TX
FITZGERALD, B J	201 WHITE DR	COLLEYVILLE, TX
FITZGERALD, MARILYN S	205 WHITE DR	COLLEYVILLE, TX
FITZHUGH, BRYAN	6708 WESTMONT DR	COLLEYVILLE, TX
FONSECA, LUIS M	305 OLDENWOOD CT	COLLEYVILLE, TX
GAGE, FREDDIE	313 STONINGTON LN	COLLEYVILLE, TX
GALLATIN, FRED A S	121 BARTRAM LN	COLLEYVILLE, TX
GARRISON, JULIANNA	6401 WESTCOAT DR	COLLEYVILLE, TX
GRANTLAND, GARY M	201 FREMONT CT	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
GREYSTONE MANOR LP	6401 WESTCOAT DR	COLLEYVILLE, TX
GRIDIRON REALTY LLC	1450 POST PADDOCK ST N	GRAND PRAIRIE, TX
HALLEN, PAUL R	7100 DAVID LN	COLLEYVILLE, TX
HANCE, KEATH E	6504 CUTTER RIDGE CT	COLLEYVILLE, TX
HANNO, GREGORY	213 STONINGTON LN	COLLEYVILLE, TX
HARRIS, MICKEY A	109 W MCDONWELL SCHOOL RD	COLLEYVILLE, TX
HEATH, H DARRYL	6200 BRANSFORD RD	COLLEYVILLE, TX
HELDOORN, DEBBEE D	205 STONINGTON LN	COLLEYVILLE, TX
HELLMAN, DONALD	201 E GLADE APT RD 7208	GRAPEVINE, TX
HOAG, RICK	6309 BETTINGER DR	COLLEYVILLE, TX
HONGOLA, MICHAEL	6704 WESTMONT DR	COLLEYVILLE, TX
HUGHES, THOMAS	411 MCDONWELL SCHOOL RD	COLLEYVILLE, TX
HUSAIN, MUSTAFA	6811 FALLBROOK CT	COLLEYVILLE, TX
HUTCHINSON, JOHN T	6816 FALLBROOK CT	COLLEYVILLE, TX
HYDE, R W	202 WHITE DR	COLLEYVILLE, TX
IRWIN, WAYNE ALLEN	301 OLDENWOOD CT	COLLEYVILLE, TX

JEDRUSIAK, NAOMI	305 WHITE DR	COLLEYVILLE, TX
JOHANN, MELISSA	6316 WESTCOAT DR	COLLEYVILLE, TX
JOINT REVOCABLE TRUST OF DANIE	312 WHITE DR	COLLEYVILLE, TX
JOLISSAINT, STEPHEN	6705 VINES CT	COLLEYVILLE, TX
JOSEPH AND NANCY KORKMAS REVOC	108 MUIR LN	COLLEYVILLE, TX
KAMPINE, JOHN	304 STONINGTON LN	COLLEYVILLE, TX
KOETHER, PAUL O	6808 MYSTIC WOODS LN	COLLEYVILLE, TX
LABRECQUE, JIMMY	6214 LD LOCKETT RD	COLLEYVILLE, TX
LAFORNARA, LEWIS	6305 BETTINGER DR	COLLEYVILLE, TX
LANGHAM, KEVIN	6405 BETTINGER DR	COLLEYVILLE, TX
LARSEN, MATTHEW L	6808 FALLBROOK CT	COLLEYVILLE, TX
LEDBETTER, HAROLD C	6700 PLEASANT RUN RD	COLLEYVILLE, TX
LEVITZ, SHELLEY	6403 WESTCOAT DR	COLLEYVILLE, TX
LUKE, FRANK	116 MUIR LN	COLLEYVILLE, TX
MARKLE, CHAD	301 STONINGTON LN	COLLEYVILLE, TX
MARLING, TIMOTHY	308 STONINGTON LN	COLLEYVILLE, TX
MCDONALD, RICHARD L	212 STONINGTON LN	COLLEYVILLE, TX
MCKIBBEN, BENJAMIN	205 OLDENWOOD CT	COLLEYVILLE, TX
MCNAMARA, SHANNON L	309 OLDENWOOD CT	COLLEYVILLE, TX
MELENDEZ, HENRY	6208 L D LOCKETT RD	COLLEYVILLE, TX
MERCER, CHIP	6504 WESTCOAT DR	COLLEYVILLE, TX
MILLER, KENEISHA	6812 FALLBROOK CT	COLLEYVILLE, TX
MORGAN, PAIGE	208 WHITE DR	COLLEYVILLE, TX
MOTKIN, IGOR	209 STONINGTON LN	COLLEYVILLE, TX
OAKBROOK HILLS ADDITION	204 STONINGTON LN	COLLEYVILLE, TX
OAKBROOK HILLS MAINT ASSN INC	4004 GATEWAY DR STE 110	COLLEYVILLE, TX
OLD GROVE ADDITION	PO BOX 1481	COLLEYVILLE, TX
PEKURNEY, BROOKE	204 WHITE DR	COLLEYVILLE, TX
REICH, GEORGE E	204 STONINGTON LN	COLLEYVILLE, TX
REMINGTON PARK ADDITION	5751 KROGER DR	KELLER, TX
REMLEY, VALERIE	6803 FALLBROOK CT	COLLEYVILLE, TX
REPP, ED	6303 WESTCOAT DR	COLLEYVILLE, TX
REPP, JENNIFER	6313 WESTCOAT DR	COLLEYVILLE, TX
RHODES, JAMES	6213 WESTCOAT DR	COLLEYVILLE, TX
RIVERA, PAUL	6712 WESTMONT DR	COLLEYVILLE, TX
ROBERTS, CORY	6314 WESTCOAT DR	COLLEYVILLE, TX
ROSHAMI, MEHNAZ	205 FREMONT CT	COLLEYVILLE, TX
ROYBAL, ROBERT E	PO BOX 893	COLLEYVILLE, TX
SCHARFFENBERGER, STUART	112 MUIR LN	COLLEYVILLE, TX
SMITH, RICHARD S	6709 VINES CT	COLLEYVILLE, TX
STEWART, GLENN	6408 CUTTER RIDGE CT	COLLEYVILLE, TX
THE NORTON FAMILY TRUST	6304 WESTCOAT DR	COLLEYVILLE, TX
THOMPSON, ANN	117 BARTRAM LN	COLLEYVILLE, TX
VANSELOUS, HEATHER	6412 CUTTER RIDGE CT	COLLEYVILLE, TX
WALTON, KIMBERLY A	6320 WESTCOAT DR	COLLEYVILLE, TX
WARDEN, MALINDA HARBIN	508 MCDONWELL SCHOOL RD	COLLEYVILLE, TX
WASHBURN, GARY D	6815 FALLBROOK CT	COLLEYVILLE, TX
WEST, JOHN	208 STONINGTON LN	COLLEYVILLE, TX
WESTMONT ADDITION	5751 KROGER DR	KELLER, TX
WESTMONT MAINTENANCE ASSOC INC	PO BOX 935	KELLER, TX
WILBANKS, CODY	120 MUIR LN	COLLEYVILLE, TX
WILFRED J CAMERON REVOCABLE TR	309 STONINGTON LN	COLLEYVILLE, TX
WORKMAN, DAVID J	201 STONINGTON LN	COLLEYVILLE, TX
YARRISH, JAMES	6216 L D LOCKETT RD	COLLEYVILLE, TX

Greystone Manor

Letters received from surrounding property owners:

- Letters of Interest
- Letters of Opposition:
 - o Bailey
 - o Bajema
 - o Bealmear (2 separate letters)
 - o Bradford
 - o Braswell
 - o Brundage (2 separate letters)
 - o Calhoon
 - o Cameron
 - o Cobb
 - o Dupuy (2 separate letters)
 - o Fonseca
 - o Formal Protest Letters (2 groups)
 - o Gabriel
 - o Haithcock
 - o Hanno (4 separate letters)
 - o Hardeman
 - o Heenan
 - o Hellman
 - o Hutchinson
 - o Hyde
 - o Irwin
 - o Johann
 - o Johnson
 - o Jordan
 - o Klein
 - o Konecny
 - o Larsen
 - o Lewis
 - o Light
 - o Markle
 - o Marling
 - o Mercer
 - o Mercer
 - o Miller (2 separate letters)
 - o Motkin
 - o Neff
 - o O'Regan
 - o Paulo
 - o Paz-Baker
 - o Petition (3 separate petitions)
 - ~~o Remley~~
 - o Repp
 - o Scott
 - o Sinclair
 - o Valek
 - o Walton
 - o Washburn
 - o Wells
 - o West
 - o Wilbanks
 - o Wilson
- Letters of Support:
 - o Anand
 - o Beneski
 - o Cantarella
 - o Capps
 - o Chandler
 - o Colby
 - o Cook
 - o Fick
 - o Follis
 - o Grant
 - o Hampton
 - o Heldoorn
 - o Hughes (2 separate letters)
 - o Panno (2 separate letters)
 - o Panno (2 separate letters)
 - o Petition (5 separate petitions)
 - o Remley
 - o Short
 - o Story
 - o Strittmatter
 - o Webb
 - o Williams
 - o Yelverton

Ben Bryner

Subject: RE: Concerned Citizen; New Development near CSA soccer fields

From: [douglas bell](#) <>

Sent: Saturday, July 23, 2022 1:53 PM

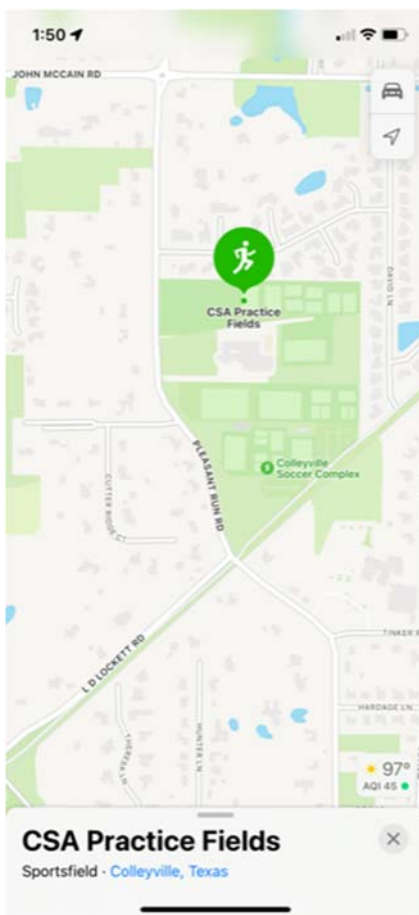
To: [President colleyville soccer](#); Bobby Lindamood <BLindamood@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Subject: Concerned Citizen; New Development near CSA soccer fields

Wanted to share with you the concerns I am hearing and share from many parents about the new neighborhood planned near the CSA soccer fields and the safety of the children playing soccer there.

I hope the planning and approving committees will factor in the need to keep the kids safe and route the traffic from that neighborhood out the west side of the development and not east right at the soccer fields.

Pic of the area below.



Doug Bell

COMMENTS SUBMITTED PRIOR TO PUBLIC HEARING
BY RESIDENTS AFFECTED BY
ZONING CASE ZC22-020

The undersigned landowners (signatures attached in Exhibit A hereto) located within the 200 foot notification area demarked in the Notice of Public Hearing (attached as Exhibit B hereto) hereby submit the attached comments regarding the proposed zoning change request described in the Notice. We request that these comments be made a part of the public record. These comments do not constitute a protest of the zoning request at this time. The undersigned landowners are in discussions with the developer regarding these points, and reserve the right to file a formal protest prior to the July 5 and/or July 19 meetings of the City Council referenced in the Notice of Public Hearing if the attached concerns are not satisfactorily addressed in development plans prior to these City Council meetings.

Points of objection or concern raised by the undersigned landowners include, but may not be limited to, the points outlined below. These comments will be provided to the Community Development Department of the City of Colleyville prior to the Planning and Zoning Commission Meeting on Monday, June 13, 2022 at 7 PM.

- The development plan should provide for at least a 30 foot buffer with landscaping primarily consisting of trees, between the residences on Stonington Lane and the proposed development. The current plan provides for only a 15 foot buffer of undetermined type in some areas.
- The proposed fencing on the Stonington Lane side of the development should be uniformly masonry or iron. The plans appear to call for wooden fencing for part of this segment.
- Plans for drainage should ensure that the proposed development does not drain into the Oakbrook Hills subdivision.
- Landowners need to be certain that the proposed access to the development north of the Westcoat/McDonwell School roundabout will be for emergency/fire access only, as the current plan suggests. Having this access available for day-to-day use would cause significant problems for both developments in exiting onto an already congested Westcoat Dr.
- The smallest proposed lots back up to Stonington, resulting in 8 lots backing up to Stonington. One or two lots should be taken from the Stonington side and reallocated to other sides of the proposed development, so as to more equitably equalize lot sizes backing up to the various existing developments.
- Landowners need to be certain that, in connection with the proposed zoning change, the City of Colleyville will require the proposed development to implement every element put forward in the development plan (i.e., the developer will not have the flexibility to alter any of the above items, or other elements of the current development plan, without obtaining a further zoning change).

Attached as Exhibit C are the developer's most recent responses to the above issues. Our understanding is that the development plan will soon be amended to reflect these responses.

Please contact Wilf Cameron at 904-377-1287 and/or wilf.cameron@gmail.com, or Matt Larsen at 214-725-9166 and/or matt.larsen@bakerbotts.com with any questions regarding these comments.

EXHIBIT A

SIGNATURES OF IMPACTED LANDOWNERS

Name Kencisha Miller
Address 6812 Fairbrook Ct.
Signature 
Date 6/10/22

Name _____
Address _____
Signature _____
Date _____

Name _____
Address _____
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EXHIBIT B
NOTICE OF PUBLIC HEARING



NOTICE OF PUBLIC HEARING

LARSEN, MATTHEW L
6808 FALLBROOK CT
COLLEYVILLE, TX 76034

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 13, 2022 at 7:00 p.m.
City Council Meetings: Tuesday, July 5, 2022 & Tuesday, July 19, 2022 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from the AG Agricultural and RE Single Family 'Estate' Residential districts to the PUD-R Planned Unit Development - Residential district. The request is to rezone the property to allow for a new 56 lot private and gated subdivision, Greystone Manor. It proposes lot sizes ranging from approximately 20,000 sq. ft. up to 50,000 sq. ft., the average being approximately 38,800 sq. ft.

Zoning Case: ZC22-020

Applicant: Kosse Maykus

Owner: Julianna Garrison

Location: 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive

Property Description: Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Wescoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition

Present Zoning: AG Agricultural and RE Single Family 'Estate' Residential

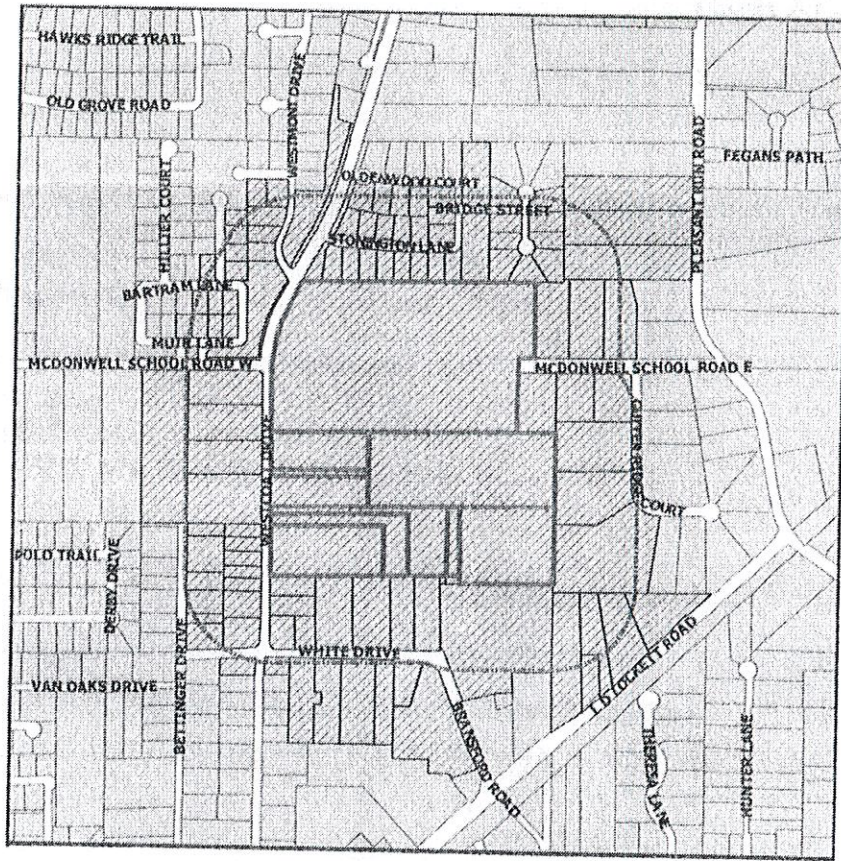
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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.

Jacqueline Reiff.

Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

9th - Tens
Nelson

EXHIBIT C

DEVELOPER RESPONSES TO LANDOWNER ISSUES

Oakbrook Hills- Questions and Concerns:

In an effort to address the questions and concerns residents of Oakbrook Hills have about the development of Greystone Manor, and document our responses and commitments, we have put together this summary, issue by issue. Several of these were first discussed when we all met 8 weeks ago. We took your input seriously and incorporated all of the Oakbrook concerns into our submission. We are also willing to address more recent comments.

- 1) **ENTRY LOCATION:** Oakbrook Hills requested that we move the primary Greystone Manor entry further from the Oakbrook entry, ideally south of the roundabout:

RESPONSE: We agreed with your suggestion to not have our primary access near your neighborhood and north of the traffic circle, so we moved it south of the traffic circle. However, the neighborhood is required to have 2 points of access- in case of emergency. We will agree, if allowed by the city, to make the northern entry for emergency access only, which should alleviate your concerns.

- 2) **GREENBELT/ LANDSCAPE BUFFER:** The proposed Landscape Easement of 15' is less than you had hoped for.

RESPONSE: The proposal we submitted to the city calls for a 15' landscape easement that included an 8' tall opaque wood fence (where a new lot would back to an existing lot), and a 6' Iron Fence (where there is open space on one side or the other), and Live Oak trees, at a rate of 4 per lot, planted with home construction. This is consistent with what we discussed 8 weeks ago. However, in recent discussions, we have been informed that the adjacent neighbors would prefer a consistent Iron Fence along the entire boundary, and we are good with that and will commit to install it at one time with the development. Since an Iron fence is not opaque, we will also commit our builders to planting a screening hedge between the trees, with an evergreen material such as Burford Hollies. We will also agree to increase the landscape easement to 30'.

A "Landscape Easement" is defined as, in addition to containing normal landscape and garden elements, such as those mentioned above and stepping stones, benches, etc., would be an area prohibited from including any vertical structures- such as a gazebo or pool house, concrete paving, pools and related elements such as pool slides.

There was some mention of creating a separately owned "greenbelt behind the Oakbrook neighbors and our homes to your south," but we believe that could be problematic. It's an area that will be impossible to deny access to or from the public. Our belief is a landscape buffer is more effective and manageable than a greenbelt.

- 3) **DRAINAGE:** The Oakbrook Hills neighbors along the south side of Stonington reported to us that they are having issues with drainage collecting along their rear property line and were concerned that new development might make the situation worse.

RESPONSE: On the contrary, we believe we can- as a part of the new development, improve and/or fix the situation completely. Currently, the Greystone Manor property generally drains to the north, toward Oakbrook Hills, with nothing to stop it. In addition, the rear yards of the Oakbrook Hills lots drains back toward the boundary. Both of these situations are what is causing the problem. We will fix it, and have

a multifaceted plan to address it, including catching the majority of what now drains across our property toward your lots in the streets paralleling our northern boundary. As well, we are installing surface inlets on each of the lots adjacent to you to accept anything coming from your lots draining onto us, and what comes off the rear of our lots. That drainage will then be piped to the 2 large detention areas we are building. We are willing to make our drainage engineer available to walk you through the solution and would be happy to have him coordinate his plans with any 3rd party engineer you would like to analyze our drainage plan for you.

- 4) **LOT SIZE/DENSITY:** Do the lot sizes and density meet the requirements of the Comprehensive Land Use Plan of Colleyville.

RESPONSE: Yes, our plan meets all of the requirements of the Colleyville Plan. We desire to be compatible and complementary with neighboring subdivisions, and have designed our plan to do so. Our "half-acre" lots on average are 25% larger than the adjacent Oakbrook Hills lots, and are larger than all of the existing neighborhoods along Westcoat Dr. and McDonwell School Road, including Westmont, Whittier Heights, Old Grove, Remington Park and Clairmont. In addition, we transition across the plan to include 30,000 and 40,000 sf lots, bringing our overall density down to less than one lot per acre. We don't believe the city would desire to impose lot sizes that are out of place in a neighborhood.

- 5) **PUD-R ZONING?** Why is Greystone manor requesting PUD-R zoning, instead of straight zoning?

RESPONSE: PUD-R zoning was originally implemented to allow for developments with lots smaller than 20,000 sf, in return for added amenities such as open space. Oakbrook Hills, Westmont, Whittier Heights, Old Grove and Remington Park all have PUD-R zoning, because they contain lots smaller than 20,000 sf. We are not proposing any lots smaller than 20,000 sf, and could have applied for straight R-20, R-30 & R-40 zoning. However, a PUD-R submittal contains many advantages to the city, and adjacent neighbors- mainly that it fixes the plan and other promised elements (such as the landscape buffer) as a part of the official zoning ordinance, thereby allowing the city to make sure we do everything we promise. Colleyville has a history of making sure they enforce everything contained in the PUD-R ordinance, including the master plan, and all landscaped areas and easements. There is no way we can go back on anything we promise in the zoning.

In addition, we intend to impose a comprehensive set of Deed Restrictions and Design Guidelines onto the property, which will regulate the use, design and activity on all lots. These regulations will regulate and prohibit objectional issues we have learned from our many years of doing this, including lighting spillover, noisy Pickleball courts, short-term rentals, etc. All will be able to be enforced in perpetuity by the mandatory Homeowners Association. We also invite our Oakbrook neighbors to attend or watch via the city's meeting live video (available at Colleyville.com), our public meetings, starting with the P&Z meeting Monday night. We will be giving a presentation on the comprehensive Design Standards and Guidelines which will be guiding all development in Greystone Manor. There will also be two City Council meetings after the P&Z, where you will be able to give input.

We hope we have addressed your comments and concerns, in full, and would very much like to represent to the city that we have talked, negotiated, and come to an agreement. Please let me know if you have any additional thoughts.

Ben Bryner

Subject: RE: Proposed development site

From: Colleen Bailey < >
Sent: Saturday, July 30, 2022 6:04:21 AM
To: Callie Rigney <crigney@colleyville.com>
Subject: Proposed development site

Dear Callie Rigney,
I AM THE HOME OWNER AT 111 West MCDONWELL SCHOOL ROAD, COLLEYVILLE, TX
76934.

I STRONGLY PROTEST THE NEW DEVELOPMENT THAT IS TRYING TO PASS THRU CITY
COUNCIL FOR MCDONWELL/WESTCOAT AREA.

I will be at every meeting, if need be, to protest in person and speak on why it simply will not work to keep this
area the way Colleyville was meant to be.

Thank you for listening!

Colleen Bailey

Ben Bryner

Subject: RE: New Housing development planned on Westcoat Dr

From: Bryan Bajema <>

Sent: Tuesday, July 19, 2022 8:42 AM

To: Jerry Ducay <JDucay@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>

Subject: New Housing development planned on Westcoat Dr

Hi,

I want to express my concern about and opposition to the large development being proposed on Westcoat drive. Given the amount of traffic on Westcoat today, it is my belief that the additional hundreds of cars and service vehicles which would be on the road daily would be much more than can safely be handled. I'd like to see an objective analysis of how the traffic could be mitigated, including reducing the number of houses, exploring access to both Westcoat and Pleasant Run/Mcdonwell School East.

We moved to Colleyville because of its semirural feel. Adding this many houses on a small street changes the character of the neighborhood by adding more traffic noise and congestion.

I hope to attend the meeting tonight to express my opinion there.

--

Bryan Bajema

6303 Bettinger, Colleyville, TX 76034

Ben Bryner

Subject: RE: GREYSTONE MANOR - Main Entrance

From: Christina >

Sent: Tuesday, September 27, 2022 10:21 AM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>; Ben Bryner <BBryner@colleyville.com>

Subject: GREYSTONE MANOR - Main Entrance

Good Morning!

On September 19th, I spoke at the special City Council meeting suggesting the East entrance (on Mr Maykus' recently revised plans) become the main entrance to Greystone Manor, while making the entrance on Westcoat (south of the roundabout) the emergency only entrance due to the proximity to the fire station on West McDonwell. Mr Maykus responded to my comment about an East entrance, something to the effect of, he doesn't see that happening. On June 16th, Mr Maykus met with Oakbrook Hills residents and I asked him about an East entrance. His reply was, it is NOT going to happen. But three months later, it DID happen and there is now a proposed East entrance. My question is why can't this East entrance become the main entrance to alleviate traffic on Westcoat, which in turn, will also make a more attractive and desirable entrance to Greystone Manor?

Last Thursday I drove through Cutter Ridge at approximately 4:30pm and again the following Friday morning at 7:45am. Both times are prime traffic times. Both times, Pleasant Run had only a few cars on it, East McDonwell had no cars, and it was very quiet with no activity in Cutter Ridge. Cutter Ridge is an extremely nice neighborhood, very upscale but with a sophisticated country ambience about it. It is loaded with charm and this sophistication and charm is largely due to the larger lot sizes and the tranquility of the neighborhood. This is what Colleyville should be like! One of the Cutter Ridge residents said at a past City Council meeting that nobody living in Greystone Manor will want to drive by the houses in Cutter Ridge to enter Greystone Manor (because they do not have an HOA). I completely disagree! The houses and the neighborhood are very well-kept and most houses are priced higher than the houses in Oakbrook Hills. When you turn onto East McDonwell from Pleasant Run, you instantly feel serene and have a sense of calm. The wide street is extremely attractive and if I were to buy a \$2.5mm+ house in Greystone Manor, I would have no problem entering via East McDonwell. In fact, I would prefer it over entering from the stressful hustle and bustle of Westcoat. In the September 19th meeting, Mr Maykus said he wants you to feel like you are entering an "old manor" when entering Greystone Manor. Unfortunately, you will not get that "old manor" feeling entering from Westcoat. The "old manor" feel of the gated main entrance to Greystone Manor will blend perfectly with the already tranquil feeling of the Cutter Ridge area. You will feel like you are truly entering an "old manor" luxurious neighborhood if the entrance is on the East side. Mayor Lindamood mentioned in the September 19th meeting that the City needs to and will make improvements to East McDonwell. **Together, Mr Maykus and the City of Colleyville could make a magical entrance to Greystone Manor if the main entrance is on East McDonwell.** As I said on September 19th, in my opinion, one of the joys of living in a luxurious gated community is driving through the gated main entrance while enjoying the immaculate landscaping, etc. That joy will not be accomplished if residents enter via Westcoat because they will be stressed about the traffic (and their safety) on Westcoat.

Although East McDonwell and Westcoat are within a few minutes drive of one another, I always feel my tension increases as I head from Pleasant Run/East McDonwell over to Westcoat because the traffic is steadily increasing as I travel West. From an aesthetic standpoint alone, the image of what Mr Maykus desires for his main entrance of

Greystone Manor will only be achieved within the peaceful countryside ambience of the Cutter Ridge neighborhood versus the hectic “big city” hustle and bustle feel of Westcoat

Lastly, I have previously spoken and write in terms of “I,” but I am confident believing that I am speaking/writing for a large majority of the residents of (this area) of Colleyville. I have knocked on many doors and have spoken to many residents (to help achieve our Super Majority) and everyone I have spoken to (with the exception of two friends of Mrs Garrison and one resident who was “undecided”) is concerned about traffic issues on Westcoat and wants the main entrance on East McDonwell out to Pleasant Run. It is extremely frustrating to me that I know these residents want the same results I (many of us) want, but it is next to impossible to get these residents to write or send an email to each of you, get them to attend City Council meetings, or speak their opinions at the meetings. In summary, I am not the only person wanting an East main entrance and large lot sizes for Greystone Manor.

I want to thank each of you for taking the time to read my email, for allowing residents to speak at City Council meetings, and graciously ask that you consider making the East entrance of Greystone Manor the Main entrance, with the emergency only entrance on Westcoat. Additionally, I hope that each of you enforce the 20% open space requirement and honor the “small town ambience” (quoted from Colleyville’s website) we all desire.

Respectfully submitted,

Christina Bealmear
300 Stonington Lane

June 8, 2022

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

RE: Zoning Case ZC22-020
6401, 6405, 6409, 6417, 6501, 6507 and 6605 Westcoat Drive, Colleyville

We would like to express our opinions on the zoning change request on the referenced property. We understand there is a request to rezone the referenced property to allow for 56 new houses. 56 houses at 2.5 cars per house equals 140 cars traveling in and out of an area (Westcoat and McDonwell School Road) that is already overwhelmed with traffic! The roundabout at Westcoat and McDonwell School Road CANNOT handle any additional traffic, nor can Westcoat! We expressed our concern and attended a meeting prior to the construction of the roundabout and our concerns then are now a grim reality. Any time we leave our addition (Oakbrook Hills) we are faced with having to wait for numerous cars to drive by and many times it is nearly impossible to get out of our addition onto Westcoat. We initially thought the traffic congestion would only be at peak times in the morning and early evening but we have sadly experienced that it can be all hours of the day and night. At times we have thought about getting out of our car at Stonington and Westcoat, hitting the pedestrian crosswalk button in hopes cars will stop, so we can get out of our addition. But even with the crosswalk flashing, very seldom do cars stop! People do not obey laws! On Tuesday and Thursday mornings when I return from workout, I have a terrible time even entering the south entry of the roundabout. Last Tuesday I had to wait on Westcoat for 23 cars traveling from McDonwell before I could even enter the roundabout and that was at 6:10AM! I finally (at risk) entered the roundabout and when I turned on my signal to turn onto Stonington into our addition, the driver of the car behind me almost hit me when I slowed down and then swerved into the other lane so he wouldn't have to wait for me to turn. WHAT will happen with 140 more cars traveling this area?

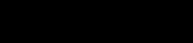
We think 56 new houses in this area is a bit overzealous and feel the zoning should remain as is! Plus, instead of ending at the McDonald School Road and Westcoat roundabout, why can't McDonald School Road be continued through to Pleasant Run to help alleviate the already overly congested traffic on Westcoat? If the 56 new houses are approved, why does the entry and exit have to be from and onto Westcoat? The entry and exit should be via Pleasant Run.

We appreciate your time in reading our concerns and respectfully hope you take them into consideration when considering a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to the PUD-R Planned Unit Development - Residential.

Quoted from Colleyville.com: Colleyville, Texas is a unique community in the heart of the D/FW Metroplex. Residents say they move here for its **rural feel** and the proximity to modern luxuries including a variety of shops, restaurants and service. Colleyville started as a community of neighborhoods and **continues that quiet, friendly, and charming atmosphere** as a municipality, despite being just minutes away from D/FW Airport.

We, along with many other residents, moved to Colleyville for that “rural feel” and “quiet, friendly and charming atmosphere.” If this zoning request is approved, we will continue to lose that atmosphere. We have already been suffering watching cars zoom by (our once nice and quiet neighborhood) since the McDonwell/Westcoat roundabout was constructed and the addition of 56 new houses immediately south of us is going to have an extremely negative effect on our quality of life and probably the value of our house.

Respectfully submitted,

 
Allen and Christina Bealmear
300 Stonington Lane, Colleyville


Ben Bryner

To: Jerry Duca
Subject: RE: Oakbrook Hills/Maykus Development

From: Sophie Bradford <>

Sent: Wednesday, June 29, 2022 3:10 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Duca <JDuca@colleyville.com>

Subject: Oakbrook Hills/Maykus Development

Good afternoon,

I am a Colleyville homeowner in the Oakbrook Hills neighborhood. Recently, you were made aware of Oakbrook Hills residents' concerns over the potential development of the land that backs up to our neighborhood. I share the same concerns that many have probably already addressed, but wanted to be sure you heard from us as well.

As it stands right now, Westcoat is already experiencing a lot of traffic congestion. I can not imagine how Westcoat could serve another neighborhood at this point. Westcoat currently serves as the entry for 2 neighborhoods, Oakbrook Hills and Westmont. Leaving the neighborhood by car is difficult if turning right (going with traffic) and turning left is just down right dangerous (against traffic). People ignore the speed limit and this makes it difficult to come and go, especially during peak hours. We have two small children (age 7 and 10) who attend Colleyville Elementary School. Their school bus stop is at Westcoat and Stonington, across the street from the neighborhood. Our children must cross this busy street each morning to catch the bus. They should be old enough to walk to the stop on their own, but a parent has to take them due to the heavy traffic in the mornings. We have a very hard time crossing, despite the fact that there is a crosswalk with a lit sign. Albeit, the sign's lights are hard to see during the day. Most people just do not want to stop. I have had to hold my hand up to motion for cars to let us cross. This is a big concern and I am also getting in touch with GCISD Transportation about these concerns. It is my understanding that the bus can not enter our neighborhood since there is no outlet. That said, adding an additional neighborhood to Westcoat would only exacerbate the problem.

I hope you will consider other suggestions that have been made, such as relocating the entry/exit to Pleasant Run vs Westcoat. If nothing else, please consider making that an alternate entry/exit. We purchased our home in 2020, during the creation of the roundabouts at John McCain and McDonwell. While the roundabouts likely helped traffic congestion some, the amount of traffic seems to have increased and continues to serve all of the surrounding neighborhoods from Colleyville and Keller, and as mentioned previously makes it difficult to get in and out of Oakbrook Hills. I hope you will consider the existing Homeowners and our needs as you review the Maykus proposal.

Thanks for your consideration and thanks for serving our City.

Sincerely,

Sophie & Carter Bradford

312 Oldenwood Ct, Colleyville, Texas 76034

Ben Bryner

Subject:

RE: Greystone Manor

Dear Colleyville City Council:

My wife and I bought our present lot (~2 acres) in Blackberry Farms Addition in about 1978 and moved into our then newly completed house in 1987. Previous to that we had lived in Chelsey Park, Colleyville, for about 3-1/2 years. We had built and moved to the house on Westcoat Drive because we liked the large residential lots, low volume of vehicular traffic and country atmosphere.

Over the years we've seen surrounding properties being divided and subdivided into ever smaller parcels and very nice houses being crammed onto those parcels. The property under the proposal east of Westcoat is relatively large and is surrounded by some tightly built neighborhoods. With the present proposal construction of some 50 to 60 homes crammed into the surrounded farm land I can envision sewer lines, water and gas lines, several miles of roads, curbs and side- walks, electric and internet lines and fireplugs causing additional environmental hazards and that is beside the likely addition of, say, two or more motor vehicles per household (totaling some 100 to 150 cars pouring onto already crowded roadways twice per day). This doesn't include the additionally required law enforcement and fire & rescue services.

Colleyville was once known for its spacious neighborhoods and moderate volume of vehicular traffic. Now we're getting ever tighter neighborhoods and bumper to bumper traffic even given the multiple roundabouts and traffic control lights. McDownwell School road and Westcoat Drive have become non-stop raceways since the roundabouts have been built so that vehicles do not have to stop but roar around the circles. Too many vehicles now ignore speed limits and crosswalk warning lights on these roads. I know because I regularly jog through these areas 3 or 4 times per week in the mornings.

Adding 100+ more vehicles to the traffic on these roads is going to increase the danger... and it's not an exaggeration. The bottom line for me and my family is that we are not in favor of the present proposal and believe that half as many houses built on lots of size 1/2 to 1 acre minimum and with much more green space would be much more in line with what has been the tradition in Colleyville for many years.

By the way, I am an engineer by education and practice with part of that practical experience being as an Officer and Company Commander of a US Army Corps of Engineers Construction Company on the ground during the Vietnam war. I understand civil infrastructure and I oppose projects that impose on space and freedom of our fellow citizens. Texas is a state with ample space to be shared and enjoyed by its deserving citizens.

Respectfully,

Dan Braswell

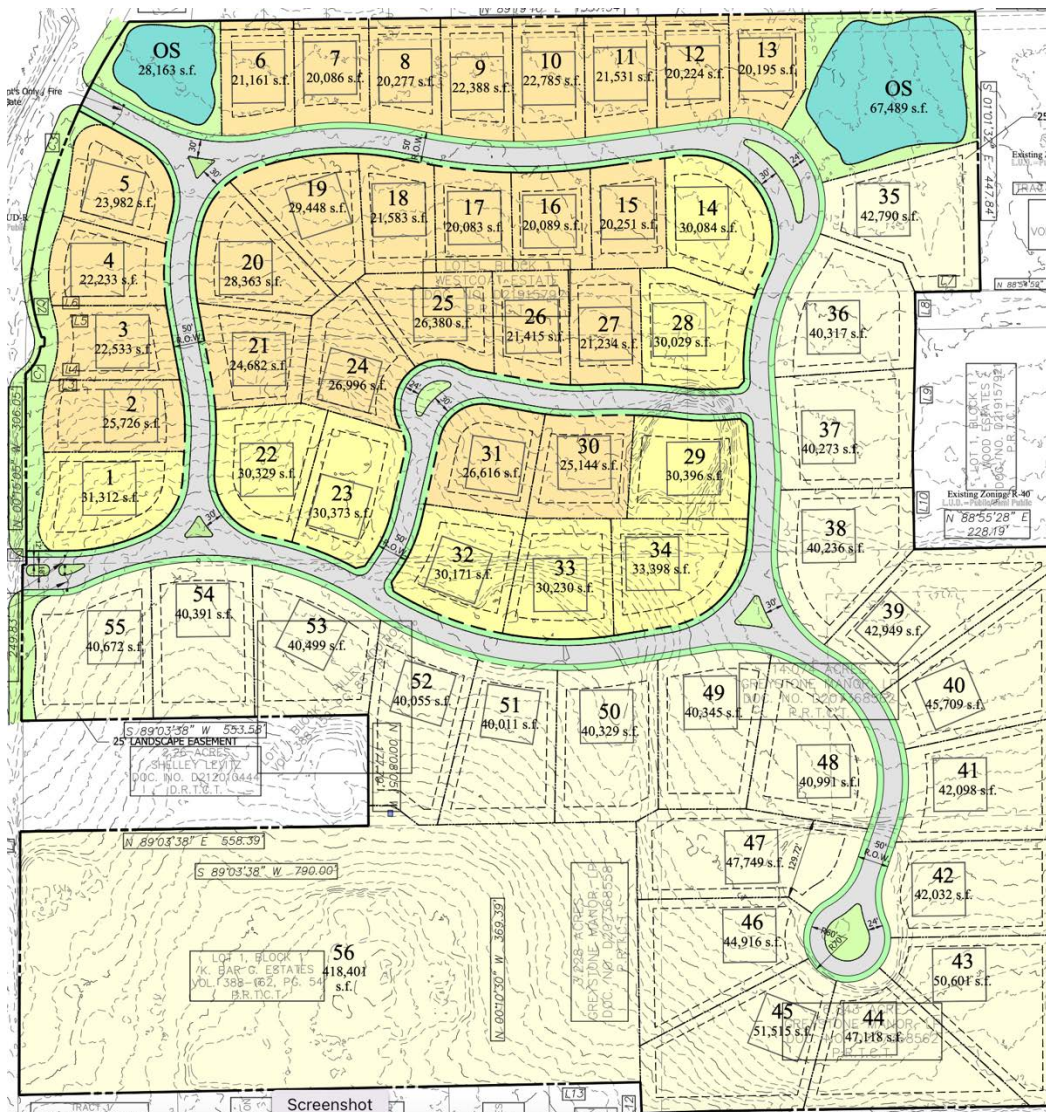
July 17, 2022

Letter in opposition to Greystone Manor Development ZC22-020.

Rural - in, relating to, or characteristic of the countryside rather than the town.

Wikipedia - In general, a rural area or a countryside is a geographic area that is located outside towns and cities. Typical rural areas have a low population density and small settlements.

Does this look rural to you?



A quick Adobe scan of Destination Colleyville produces **76 References to “rural”**. It is clear when reading Destination Colleyville, a “rural” feel is of extremely high importance to the community in general and especially in Northwest Colleyville - Neighborhood Area 6.

A good place to start is the Destination Colleyville webpage summary to begin to understand the key elements of any new development in Northwest Colleyville.

The goal for Colleyville’s homes and neighborhoods is to preserve the high-quality, large lot, natural setting neighborhoods while improving connections and amenities. The plan encourages enhancing neighborhood-level amenities such as pocket parks, and sidewalks and trails. It also requires new residential developments to contribute to the city’s “rural feel.”

When you dig into the 178 pages of the Destination Colleyville document it is impossible to miss the importance placed on large lots, connected communities and a rural feel.

A key strength of Colleyville is the high quality, low density neighborhoods. A goal of the plan is to define strategies to protect and maintain the quality and character of those neighborhoods. It is recognized that there will be tremendous pressure to redevelop them into higher density housing that will not distinguish Colleyville from its neighbors. This plan reinforces and builds on the principles and values that have historically guided decisions in the city, but it also updates policies on new topics since the previous plan’s adoption.

Preservation of neighborhoods from destination Colleyville

The purpose of this plan is to guide the future growth and changes that will occur in Colleyville. Simply put, a comprehensive plan is a document that articulates the key principles and vision for a community, and outlines a set of goals and actions to achieve that desired vision. The plan provides guidance and direction to City staff, elected and appointed officials, residents, property owners, businesses, and developers in the choices and decisions that they make. It is first and foremost a plan driven by the Colleyville community, both current and future.

We ask that you take into consideration the intent of the master planning effort that has guided our community to become one of the best places to live in North Texas and not disregard the will and the intent of our residents when considering the approval of **Greystone Manor ZC22-020**.

Does the Plan

- Improve traffic congestion?
- Preserve Colleyville’s rural atmosphere?
- Preserve high quality, established neighborhoods with an emphasis on large lots and natural settings with a “country feel”?
- Preserve the “country-feel” of roadways?
- Connect neighborhoods and provide high quality amenities?

- Protect the character and integrity of existing neighborhoods by promoting future development that is compatible with the surrounding development patterns and development character?
- Preserve high quality, established neighborhoods with an emphasis on large lots and natural settings with a “country feel”?

Can you answer yes to most if not all the above questions?

This is not about thwarting development or preventing a land owner from monetizing their property. It is about following the proven and successful planning approach the community has embraced. If you can’t answer yes to most or all these questions when considering the current development plan for **Greystone Manor ZC22-020** it cannot be approved.

From Destination Colleyville

Given the high demand for homes in the Colleyville area and as the city approaches build-out, it will be important to thoughtfully design new residential projects with appropriate considerations of lot sizes, transitions and connections to adjacent neighborhoods, trails, open space and tree preservation, and design of open fencing, landscape treatment, and setbacks along rural character roadways.

The Northwest Neighborhood has beautiful established areas with the country character that represents what the Colleyville community wants to preserve.

The neighborhood’s residential net density of 1.3 dwelling units per acre is one of the lowest in the city, with 2,122.4 net residential acres and 2,656 residential lots.

It is critical to emphasize a policy of not allowing higher density residential development as existing neighborhoods redevelop.

In fact, many of the properties in the vicinity of this proposed development are 2 acres (87,120 s.f.) and larger. Greystone Manor’s proposed minimum building lot of 20,086 s.f. and average lot of 31,878.6 s.f. (excluding lot 56 (418,401 s.f.), which is being maintained on the South boundary and an excellent example of the rural, large lot country feel) significantly degrade *the high-quality, large lot, natural setting of the neighborhood.*

We respectfully ask that you do not approve Greystone Manor ZC22-020 in its current form. Please send the developer back to the drawing board to submit a plan that supports Destination Colleyville and the communities strong desire for a “rural” feel. At a minimum the average lot size should be approximately 2 acres with additional open spaces, drainage control ponds, trails, and connectivity to Pleasant Run Road.

Sincerely,
 Jeff and Diane Brundage
 6508 Westcoat Dr.
 Colleyville, TX 76034

Ben Bryner

Subject: RE: Opposing Greystone Manor subdivision

From: Diane Brundage <>

Sent: Wednesday, July 20, 2022 6:25 AM

To: Brandi Elder <BElder@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>

Subject: Opposing Greystone Manor subdivision

Dear City Council member:

I attended last night's meeting concerning the development of Greystone Manor subdivision (Garrison property on Westcoat Drive). I live across the street at 6508 Westcoat Drive.

I realize that Ms. Garrison is most likely going to sell this property at some point. I have 3 main reasons why I am opposed to the proposal which was discussed last night.

1. We moved to Colleyville because of the rural feel Colleyville had to offer. We bought our property because of the size of the properties in this part of Colleyville, "Residential Estate". My hope would be that when this property does become a subdivision the lot sizes will be 2 acres or more. That is what the adjacent property sizes are, except to the North where the Oakbrook community is located. The developer failed to mention the properties to the east and west have much larger parcels than he is proposing. I'm sure the folks living on E. McDonwell have larger properties as well since the homeowners were discussing riding horses on and around their property. I think the look and feel of larger estate lots in this part of Colleyville should remain as close to the open and rural feel as they are now. I understand that things change and 50 acre parcels of land are becoming memories of the past, but let's do our best to preserve the "residential estate" feel we currently have.
2. The burden of additional traffic to Westcoat will become a more serious matter than it currently is. I think the best entrance for this subdivision should be on the Pleasant Run side.
3. The need for adequate green space with biking/walking trails and common areas (also the connection through to McDonwell East for biking/walking would be greatly beneficial). This will help with the problems of water drainage which is another big issue. It will also give a more open and rural feel.

Please add my name to the list of property owners who live within 200' of proposed development that I am opposed to the current plan. My mind may change if the developer increases lot sizes to Residential Estate size and comes up with a better plan.

Thank you for taking the time to read my concerns.

Sincerely,

Diane Brundage
6508 Westcoat Drive
Colleyville, TX. 76034

Ben Bryner

Subject: RE: Graystone development

From: Caroline Calhoon < >

Sent: Friday, July 29, 2022 3:02:13 PM

To: crigney@colleyville.com <crigney@colleyville.com>

Subject: Graystone development

My husband Chris Calhoon and I live at 6308 Westcoat Drive and we are opposed to the new Graystone development.

Caroline Calhoon

Ben Bryner

Subject: RE: Oakbrook Hills Feedback regarding potential development with Maykus Homes & Neighborhoods

From: wilfred cameron < >

Sent: Monday, June 27, 2022 3:18 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Cc: wilfred cameron < >; Chad Markle < >; matthew Larsen < >; Tassie Cameron () < >; Igor M. < >

Subject: Oakbrook Hills Feedback regarding potential development with Maykus Homes & Neighborhoods

My wife (Anastasia Cameron) and I (Wilfred Cameron) live at 309 Stonington Lane , a property directly abutting home lots on the proposed Greystone Manor.

Our top of mind issue is one of privacy with our neighbors to be. Kosse Maykus has been working to meet our needs with a proposed 30 foot landscape barrier. He has also agreed to let our neighborhood participate in the landscape design. We have yet to reach a consensus on an optimum approach.

We also resonate with Kelly Miller regarding existing traffic congestion. Ingress/egress from the neighborhood is already a challenge. If there is a way to “share the burden” with other neighborhoods ,it should be fully visited.

Regarding drainage I believe Kosse has done a lot of planning for Greystone Manor with a view to ensure drainage is not an issue for Oakbrook Hills. I would ask that the city validate his plans. In addition drainage from the Greystone Manor northeast settling pond will flow through our neighborhood. I would ask that the city confirm this will nor result in unforeseen problems during heavy rainfall periods.

Respectfully

Wilfred and Anastasia Cameron

Ben Bryner

Subject: RE: Protest to Proposed Greystone Manor Development Plan - Oakbrook Hills - 305 Stonington Lane

From: Chris Cobb <>

Sent: Thursday, July 21, 2022 12:26 PM

To: Jerry Duway <JDucay@colleyville.com>

Cc: Cobb Melanie <>; Cobb Chris <>

Subject: Protest to Proposed Greystone Manor Development Plan - Oakbrook Hills - 305 Stonington Lane

Hi Jerry, we really appreciate all you do to keep Colleyville a wonderful place to live!

As residents of Oakbrook Hills, we wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family "Estate" Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition and Lots 1A, 1A2, 1B, and 1C, Block 1 Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020.

Sincerely,

Chris and Melanie Cobb
305 Stonington Ln, Colleyville, TX 76034

Ben Bryner

Subject: RE: Protest To Proposed Greystone Manor Development Plan

From: Victor Dupuy <>

Sent: Wednesday, July 13, 2022 1:02 PM

To: Jerry Duca <JDuca@colleyville.com>

Cc: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>;

Subject: Protest To Proposed Greystone Manor Development Plan

Jerry,

Thank you for the productive conversation we had yesterday in our discussion about the proposed Greystone Manor. Your in depth knowledge of the issues and history of Colleyville is a very positive development and reassures us in Oakbrook Hills that care and attention to detail are very important to you and the city leaders on the Council.

We discussed three main areas of Oakbrook Hills concerns which we want addressed:

- Drainage from Greystone Manor and existing drainage issues when heavy downpours occur
 - o Historical flows in and around Oakbrook Hills and from the new development
 - o Flows in the area including how dry creek beds and other conduits significantly affect drainage
 - o Flooding on Westcoat when the rains occur
 - o Proposed retention ponds in Greystone are likely inadequate for the additional flows which will occur
 - o An expert flow analysis is required to ensure adequate and reserve capacity is engineered to accommodate higher drainage levels
- Concerns for Westcoat traffic flows for existing neighborhoods, through traffic and the new development
 - o How many entrances and exits will exist on Westcoat and their placement from Greystone
 - o Feasibility of another limited access entry/exit from Greystone to the east
 - o Increased traffic flows post pandemic from the west during AM rush/school pickups and PM school drop offs/rush - while many work from home, traffic flows have increased - some neighbors have expressed safety concerns especially for children navigating Westcoat for bus pickups/drop offs
 - o At times just exiting Oakbrook Hills is already challenging due to heavy traffic
 - o As discussed, a traffic flow analysis and study must occur which measures current traffic flows and projects future flows based on overall area growth including contiguous towns which use McDonwell, Westcoat and John McCain to move east and west through the area
- General privacy concerns for Oakbrook Hills residents but especially our neighbors on the south side of Stonington and the residents who at the southwest side of Fallbrook Court
 - o In general, lot sizes in Greystone - especially abutting Oakbrook Hills lots
 - o An appropriate buffer including thicker shrubbery such as Skyrocket Junipers and 3-4 inch caliper trees for appropriate level of privacy between both neighborhoods

- You mentioned that it may be a city requirement to have a wall erected between Oakbrook Hills and Greystone Manor which I believe would be suitable to our residents assuming high quality execution of said wall
- o Neighborhood aesthetics - our assumption is these homes will all be executed by custom builders with a mandated minimum square footage requirement and individual/customized features that are not duplicated such as exterior colors/materials, unique rooflines and materials on each house and the like
- o You assure me that the council takes the above seriously and will not permit substandard or inadequate planning as it relates to Colleyville development aesthetics

I've written you and the council before and would like that original note and this one to be placed in the record so we can discuss at the upcoming City Council meeting 7/19. I have attached that note below for reference with the exception of noting drainage does not flow back to the open property from Bridge Street. However, we are concerned about where the wash will flow from the open area in the proposed development. Have also included a subsequent note on the same subject.

Jerry, I really appreciate the time you took with me to discuss my concerns and have communicated your candor and professionalism to other Oakbrook Hills residents who have expressed same. While I couldn't make the meeting Monday, I understand the meeting was generally very positive. Looking forward to meeting you and the rest of the Council next week, thanks.

Vic.

Some internal notes to Oakbrook Hills Board Members which you and I discussed yesterday:

When I was on the board at Mill Creek we were building out extensively and had major drainage issues. The runoff which parallels the eastern edge of our neighborhood begins drainage from somewhere near Cutter Ridge and the properties which are immediately south and east of Oakbrook Hills. From an aerial view, you can make out the trench which runs from McDonwell School Road East and then behind 6 properties on Pleasant Run until it curves behind 6815. That house has had multiple fence replacements from damage over the years when large runoff occurs.

6819, 6824 and 6820 essentially have moats in front of those houses to manage drainage which is more intense when hard rains come. That water continues to drain around 6816 and go through a culvert on Bridge street. ~~It appears to continue behind the houses on the west side of Fallbrook until it washes into the Maykus property.~~ (that water flows to the north as noted above through a subterranean conduit) That water will go somewhere so our concerns are not idle - this comment still applies since water will from Greystone Manor will feed that flow when heavy rains occur.

I'm not an engineer but from my experience with Mill Creek buildout, sizable drainage will be required to manage additional flows from the new development. **An independent expert needs to do a flow analysis to ensure house in current and the new development have proper drainage.**

Original Note to you and the Council:

From: Victor Dupuy < >
Sent: Wednesday, July 6, 2022 3:35:39 PM

To: Bobby Lindamood; Kathy Wheat; Callie Rigney; Jerry Ducay; Brandi Elder; George Bond; George Dodson; Chuck Kelley
Cc: Kelly Miller; LaJaynes Dupuy
Subject: Maykus Westcoat Development

To: Colleyville City Council & City Manager

Re: Maykus Planned Neighborhood near Oakbrook Hills in Northwest Colleyville

From: Victor & LaJaynes Dupuy
6807 Fallbrook Court
Colleyville, TX 76034

I write this as a homeowner with past experience as Chairman of the Architectural Committee of Mill Creek when it built out in the 90's. We were able to develop one of the first quality neighborhoods south of Glade and west of 26. We paid attention to details like lot sizes and quality of chimney and fencing materials facing subdivision streets. We also changed the neighborhood covenants to ensure consistency as Mill Creek matured over the years. The changes also included minimum house square footage which necessitated larger lots to adequately site a new home and that the homes were custom built so designs weren't replicated with similar roof lines, exterior materials, style of house, etc. Due to the existing housing in this area, we expect that any new development will have custom built housing by only custom builders. I submit my suggestions from that level of experience.

We are concerned about the amount of additional traffic that will occur when a new subdivision is initiated immediately south of The Oak Hills neighborhood we've lived in for almost 23 years.

- * Our understanding is the proposed neighborhood will have one entry and exit point. That will dramatically increase traffic on Westcoat which is not built for high volumes of traffic.
- * While the rotaries at Westcoat and McDonnell School Road have helped with traffic flow, they have also increased throughput.
- * This has resulted in challenging exits at various times during the day but especially early mornings and from school dismissals through evening rush from Oakbrook Hills. Another much larger neighborhood than Oakbrook's 38 homes with many more properties will dramatically add to that volume.
- * Neighbors have already expressed concerns for the potential of accidents with children catching morning buses or exiting them in the afternoons.
- * One way to alleviate additional traffic is to have two entries, one on Westcoat and one on McDonnell School Road east of the proposed development. If they are gated, no one could get through the neighborhoods without being a resident. If not, circuitous street design and dead end cul-de-sacs would prevent through traffic, especially if a 30 MPH universal speed limit is established with enough stop signs and other methods like speed bumps.
- * Two entries would be appealing to new residents, especially ones with children attending CES and CMS since they could exit the new development and head east dramatically shortening the drive. Otherwise, far higher traffic will need to flow south on Westcoat, White and Bransford to get to either school instead of Pleasant run.

Another concern is drainage. We already experience heavy drainage when significant rainfall occurs. Little Bear Creek which runs behind my property and drains through Oak Brook Hills has grown substantially since development has occurred in NW Colleyville. It is likely to get significantly higher runoff since it will be adjacent to the new neighborhood and Oakbrook Hills.

- * A city sponsored drainage study should ensure that there are adequate conduits and extra engineered drainage to handle additional flows from streets, sidewalks, concrete driveways, street drainage and the new housing built
- * Improved drainage for Oakbrook Hills since the additional runoff will affect existing structures abutting the new development or in the drainage path of Little Bear Creek
- * Improved drain tile or a 6 foot minimum concrete conduit for Little Bear Creek to keep the dry river bed from the continuing expansion and depth it has reached since we've lived in this neighborhood.
- * Like Oakbrook Hills, we would expect all utilities to be buried for a variety of aesthetic, safety and weather related reasons. These measures also increase volume of water runoff.

When we bought from the developer we specifically didn't choose a lot on the south side of Stonington since those lots back-up to the open property in question. Also some of those lots are smaller than many others in our development. So while it's desirable to us to request acre lot sizes of the properties in the new subdivision it may not be doable even though attractive to Oakbrook Hills. We'd like to discuss but anticipating the Council's position, we also suggest the following:

* A minimum 30 foot buffer plus lot sizes no smaller than 1/2 acre, preferably larger. The buffer should include skyrocket junipers or other thicker evergreen hedge spaced no more than 4 feet apart and large enough so a privacy shield will grow between the properties.

* For other lots depending on configuration, lot sizes should be .6 to at least .75 an acre. Surely if cul-de-sac lots are included, a significant number of those should be at least an acre as is the case in Oakbrook Hills.

* The mix of lots will ensure houses are spaced and will maintain high property values enjoyed by residents of Westmont, Oakbrook Hills and the planned new development.

Looking forward to hearing from you. I know my neighbors are very concerned as we are and know you'll make good decisions as our city continues to build out with quality, custom built homes suitable to our area, thanks.

Victor Dupuy

Ben Bryner

Subject: RE: Maykus Westcoat Development

From: Victor Dupuy <>

Sent: Wednesday, July 6, 2022 3:36 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>

Cc: Kelly Miller <>; LaJaynes Dupuy <>

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Looking forward to hearing from you. I know my neighbors are very concerned as we are and know you'll make good decisions as our city continues to build out with quality, custom built homes suitable to our area, thanks.

Victor Dupuy

Ben Bryner

Subject: RE: Map - Greystone Manor

From: Fonseca, Amber < >
Sent: Thursday, July 28, 2022 9:21 PM
To: Jerry Ducay <JDucay@colleyville.com>
Subject: Fwd: Map - Greystone Manor

Our opposition was not previously recorded. Will you please let me know you received my email this time.

Thank you,

Amber Fonseca

Begin forwarded message:

From: "Fonseca, Amber" < >
Date: July 21, 2022 at 9:58:00 AM CDT
To: ducay@colleyville.com
Subject: Map - Greystone Manor

Good Morning Jerry,
My husband, Luis Miguel and myself Amber Fonseca, oppose the rezoning of the development of Greystone Manor.
We reside in Oakbrook Hills at:
305 Oldenwood Court
Colleyville, 76034

Please let me know if you have any questions.

Best Regards,

Amber Fonseca
BEPCO, L.P.
201 Main Street, Ste. 3000
Fort Worth, TX 76102

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Westmont, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

MOLLY Smith
Name(s)

6709 Vines Ct Colleyville, TX 76034
Address

7/27/22
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

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Sincerely,

Robin Schaefer
Signature(s)

Robin Schaefer
Name(s)

6705 Vines Court
Address

7/27/2022
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

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Sincerely,

Cathy D. Schen
Signature(s)

Cathy D. Schen
Name(s)

6701 Vines Ct, Collegeville
Address

7/27/22
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

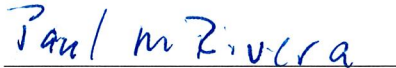
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Sincerely,



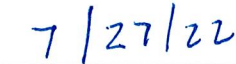
Signature(s)



Name(s)



Address



Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

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Sincerely,


Signature(s)

Ryan Towsley
Name(s)

7004 Reverchon Ct Gallowville
Address

7/28/22
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

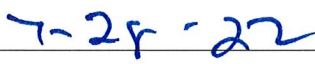
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Sincerely,


Signature(s)


Name(s)


Address


Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Westmont, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

CESAR BAZAN
Name(s)

6904 REVERCHON CT.
Address
COLLEYVILLE TX. 76034

Date
7/29/2022

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Westmont, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

FALSHAD MAHAMMAD
Name(s)

205 Fremont CT Colleyville TX 76034
Address

7/28/22
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Westmont, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

Dennis Wiles
Name(s)

206 Fremont Ct
Address

7-28-22
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Westmont, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

Michael S. Honsale
Name(s)

6704 Westmont Dr
Address

7-28-21
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Colleyville, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

John and Sharon Bateson
Name(s)

209 White Dr
Address

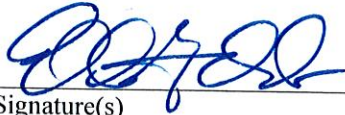
7/30/2022
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Colleyville, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,



Signature(s)

Edward Dodson

Name(s)

213 White dr Colleyville

Address

7.30.22

Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Colleyville, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

Corbett
Name(s)

200 White Dr Colleyville
Address

7/30/22
Date

Ben Bryner

Subject: RE: Greystone Manor

From: [frank gabriel](#) < >

Sent: Wednesday, June 29, 2022 11:08 AM

To: Colleyville <colleyville@colleyville.com>

Subject: Greystone Manor

To: Honorable Mayor and City Council Members:

I am writing regarding the Greystone Manor development. I live in the Westmont subdivision and am very concerned about additional traffic coming in to our area. I would request that you ask the developer to do an exit on the back side of the property to Pleasant Run or somehow figure how to alleviate traffic in this area.

Thank you for your consideration in this matter and thank you for making a city a great place in which to live.

Sincerely,

Frank Gabriel

6703 Hillier CT

Colleyville 76034

Ben Bryner

Subject: RE: Greystone Manor development

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

From: **Jeffrey Haithcock** < >
Date: Tue, Jul 5, 2022 at 10:09 AM
Subject: Greystone Manor development
To: Kathy Wheat < >

Hi Kathy:

I hope this email finds you well. I was reaching out to you about the planned proposal for the Greystone Manor development. I hope that the Colleyville City Council reconsiders the proposal, as having the traffic inflow and outflow towards Pleasant Run Rd. (via McDonwell) would be a much better situation for the residents of Westmont and Oak Hills subdivisions.

During the weekday morning and afternoon commute throughout the academic year, there is very heavy traffic on Westcoat Drive, which will likely be even worse this coming Fall due to the new traffic pattern at Bandit Drive and Davis Blvd. (no left turn onto Bandit from Davis Blvd).

I would be curious to know your thoughts too, and I am curious to know what the likelihood of this planned development being altered due to the concerns of the neighbors in this area.

Thanks for your time, hope that all is well with you and the family.

Thanks Kathy,

Jeff

Ben Bryner

Subject: RE: Protest/Objection to Proposed City of Colleyville Zoning Change Case ZC22-020

From: Greg Hanno < >

Sent: Thursday, July 14, 2022 9:20 AM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Subject: Protest/Objection to Proposed City of Colleyville Zoning Change Case ZC22-020

Importance: High

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

Previously we provided notification by mail to the City of Colleyville offices of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

With continued discussions and recent meetings, we wish to reaffirm our stance and maintain the protest and objection to the above proposed zoning change as we approach the July 19th City Council meeting to begin review of this zoning change and the accompanying PUD development plans.

The development plan as proposed is inconsistent with other Colleyville neighborhoods in the area and seems counter in some regards to the City of Colleyville Comprehensive Plan, and the City of Colleyville Land Development Code. Please carefully and thoughtfully consider the following items to preserve the integrity and character of Colleyville that all citizens appreciate:

Alignment and consistency with other neighborhoods – The Maykus development as proposed, lacks typical Colleyville neighborhood characteristics such as open space, walking trails, interior features, structures, monuments, unique perimeter treatment, and privacy provisions such as green space barriers between neighboring lots. A walk in Westmont, Whittier Heights, Oakbrook Hills, The Preserve, The Overlook and Oak Alley brings these deficiencies to light and exposes the proposed development plan as less than creative and very inconsistent with typical Colleyville neighborhoods and non-compliant with the City of Colleyville Comprehensive Plan. Also reference attached Oak Alley Master Plan for comparison.

Open Space Requirements – When questioned at the Planning and Zoning Commission meeting, the developer acknowledged the plan proposed would require a variance (and P&Z agreed) to City of Colleyville Open Space requirements. Reference the City of Colleyville Land Development Code, chapter 11, section 11.5B, item 2a. This deficiency and non-compliance must not be allowed and should be corrected.

Density and Lot Size – Neighboring homes have enjoyed the open land for years but realistically expected development at some point. However, the indication was always that any development would be estate lots and home sites. We request consideration be given to preserving the Comprehensive Plan and the Mayor's

vision by requiring minimum lot sizes of 1 acre. This also helps to maintain the open feel of the area and an atmosphere more similar to what exists.

Traffic and Road Development - Current roads in the area are over utilized with neighborhoods egressing to Westcoat Road having difficulty entering traffic flow. Alternatively, the proposed land use plan should give consideration to remove traffic entering onto Westcoat Road and use the East McDonwell School Road to Pleasant Run Road for egress. Westcoat Road is currently overloaded for much of the day. Improvements to the under-used and dysfunctional East McDonwell School Road would be beneficial. Proper traffic studies must be conducted to arrive at a suitable egress plan for the development and to consider reasonable compromises.

Drainage – This is an issue with the current Oakbrook Hills residences backing up to the proposed zoning change property and must be addressed. City Engineering review and input is requested.

Oakbrook Hills Buffer Area - An appropriate and significant buffer is requested to preserve the integrity and neighborhood of the homes in the Oakbrook Hills subdivision that have houses proposed to be constructed directly opposite their backyard. Heavy landscaping and perhaps a more creative way to establish the buffer needs to occur than what is proposed (an easement for landscaping on the new home lot). Reference the included City of Colleyville Land Development Code, chapter 4, section 4.6, item J.

Perimeter Treatments - It is unclear what perimeter treatment and fencing would be installed. Some mention was made of wooden fencing but this is not consistent with other Colleyville neighborhoods with masonry fencing and significant perimeter fencing. There needs to be consistency and proper monuments, entrances, fencing, and signage aligning with the other area neighborhoods.

Your consideration and attention to these matters to preserve the quality of life that Colleyville residents appreciate currently, is appreciated.

Sincerely,

Greg Hanno
Katherine Hanno
213 Stonington Lane
Colleyville, TX 76034

Ben Bryner

Subject: RE: August 2nd City Council Meeting Agenda Item 5c

From: Greg Hanno < >

Sent: Monday, August 1, 2022 7:19 AM

To: Jerry Duca <JDuca@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; George Dodson <GDodson@colleyville.com>; George Bond <GBond@colleyville.com>; Brandi Elder <BElder@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>

Subject: August 2nd City Council Meeting Agenda Item 5c

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney, and City Manager Duca,

Please accept the following input regarding the Colleyville City Council August 2nd meeting agenda item 5c. regarding "consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020."

The Council's consideration and diligent and professional approach to items raised by citizens towards this proposed zoning change and development plan at the First Reading at the City Council meeting on July 19th was very much appreciated. Mayor Pro Tem Wheat maintained decorum and successfully navigated a subject that has varying opinions and which had the potential to become contentious. Thank You!

Since the First Reading meeting, community discussion about the zoning change and development continues with various themes and positions being expressed. Some of these include:

- a) Widespread opposition to the development.
- b) Dismay over how the P&Z Commission could promote a plan with unresolved variances and considerable deviations from typical Colleyville development standards.
- c) Traffic is a big topic and it is difficult to understand how any consideration to adding traffic in the Westcoat Road, West McDonnell School Road, and White Drive would be acceptable. These routes are overtaxed now.
- d) Lot density and consistency with Colleyville long range plans.
- e) Inconsistent or lack of features in the proposed development that align with surrounding neighborhoods for monuments, barriers, open/green space, trails and paths, fencing, buffer areas, etc.
- f) Drainage which is a significant problem in the neighboring areas.

For these reasons, and others expressed at the First Reading, we respectfully request the City Council outright reject the proposed zoning change and PUD development.

Alternatively, and if there is confidence that the developer will act in good faith, adhere to City of Colleyville development standards, and consider City Council and Citizen input then it is suggested the matter be tabled to allow for further discussion and modifications to meet City of Colleyville requirements.

Further discussion and modifications would include (but not limited to) the following with suggested guiding principles for the development:

- 1. Alignment and consistency with other neighborhoods and the Colleyville Comprehensive Plan**

Suggested guiding principle – include typical Colleyville neighborhood characteristics such as open space, walking trails, interior features, structures, monuments, unique perimeter treatment, and privacy provisions such as green space barriers between neighboring lots.

2. Density and Lot Size

Suggested guiding principle – Minimum lot size of one acre throughout

3. Open Space Requirements

Suggested guiding principle – No variance (as current) allowed. Adhere to City of Colleyville Open Space requirements.

4. Traffic

Suggested guiding principle – Consider results of traffic study and make fact based decisions. Include serious consideration of East McDonwell School Road for egress and arrive at reasonable compromise.

5. Drainage

Suggested guiding principle – City Engineering review and input must prevail and consider adjacent neighborhoods and needed improvements.

6. Buffer Areas

Suggested guiding principle – an appropriate and significant buffer to preserve the privacy, integrity and neighborhood feel of the homes in the Oakbrook Hills subdivision and other neighborhoods that adjoin the proposed development.

Thank you again for your interest and attention to this matter and for your partnership in preserving the quality of life that Colleyville residents enjoy.

Sincerely,

Greg Hanno
Katherine Hanno
213 Stonington Lane
Colleyville, TX 76034

Gregory & Katherine Hanno
213 Stonington Lane
Colleyville, TX 76034

City of Colleyville
Attn: Mayor Bobby Lindamood
100 Main Street
Colleyville, Texas 76034

Dear Mayor Lindamood,

We wish to express our concerns and protest the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

We respectfully request our elected officials to carefully and thoughtfully consider this proposed zoning change which has the potential to impact Colleyville into the future. Hopefully any decision will be based on the City of Colleyville Comprehensive Plan that outlines the following guidance:

The goal for Colleyville's homes and neighborhoods is to preserve the high-quality, large lot, natural setting neighborhoods while improving connections and amenities. The plan encourages enhancing neighborhood-level amenities such as pocket parks, and sidewalks and trails. It also requires new residential developments to contribute to the city's "rural feel."

The proposed zoning change cited above and the proposed development does not adhere to these guiding principles.

Furthermore, our newly elected Mayor Bobby Lindamood was clear in his vision for Colleyville stating that he plans to "continue to protect the integrity of existing neighborhoods and ensure Colleyville continues to keep our desired larger lots" "I hope to maintain not only the country-style charm but the friendly nature of our highly desired community"

The proposed zoning change cited above is not consistent with Mayor Lindamood's vision for Colleyville.

And the proposed development by Mr. Kosse Maykus is not consistent with other neighborhood developments in the immediate area that include open space, parks, structures, green spaces, buffer areas, and pathways.

While the City Council receives this proposal from the Planning and Zoning Commission, there are a number of issues cited by P&Z Commissioners that need to be considered and addressed which include:

- Variance from City of Colleyville standards for open space acknowledged by Mr. Maykus
- Lack of a traffic study and citizen opposition to the current proposal for all traffic to egress onto Westcoat Road
- Drainage issues proposed to be addressed by Mr. Maykus but which would benefit from city engineering review
- Concerns about the impact on existing Oakbrook Hills neighborhood and the lack of input from these residents

Following is additional detail of items that lead us to oppose and protest the proposed zoning change. We implore Mayor Lindamood and the Colleyville City Council to consider these points and make a sound decision for the long term outlook of Colleyville and its residents.

Lot Size - consideration should be given to preserving the Comprehensive Plan and the Mayor's vision by maintaining the zoning for RE Single Family Estate Residential with minimum lot sizes of 1 acre. This is consistent

with prior owner's preferences, existing neighbors, and helps address the open space concerns expressed by P&Z Commissioners.

Open Space Requirements – The developer acknowledged the plan proposed would require a variance to City of Colleyville Open Space requirements. Why would that be allowed? Reference the included City of Colleyville Land Development Code, chapter 11, section 11.5B, item 2a. Does this apply?

The current plan proposed for the land use is absent parks, green areas, bike and walking paths and other amenities consistent with the Comprehensive Plan and included in neighboring developments. This should be addressed.

Future Road Development – The change proposed and the land use proposed will remove any possibility of connecting East McDonwell School Road and West McDonwell School Road. Current roads in the area are over utilized with neighborhoods egressing to Westcoat Road having difficulty entering traffic flow. The extension of McDonwell School Road will facilitate traffic flow, reduce use of current roads to improve flow, and allow for enhanced fire and police access.

Alternatively, the proposed land use plan should give consideration to remove traffic entering onto Westcoat Road and use the East McDonwell School Road to Pleasant Run Road for egress. Westcoat Road is currently overloaded for much of the day. Proper traffic studies must be conducted.

Drainage – an issue with the current Oakbrook Hills residences backing up to the proposed zoning change and must be addressed. City Engineering review and input is requested.

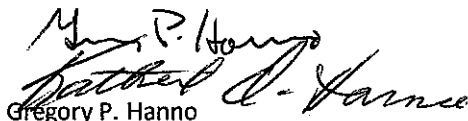
Oakbrook Hills Buffer Area – an appropriate and significant buffer is requested to preserve the integrity and neighborhood of the homes in the Oakbrook Hills subdivision that will have houses constructed directly opposite their backyard. Heavy landscaping and perhaps a more creative way to establish the buffer needs to occur than what is proposed (an easement for landscaping on the new homes lot). Reference the included City of Colleyville Land Development Code, chapter 4, section 4.6, item J. Does this apply?

For example, this new neighborhood (if allowed to be developed) has no walking paths and a consideration is to create the buffer with the Oakbrook Hills neighborhood to include trails with connections to existing walking and bike trails to connect McDonwell Park and the Colleyville Soccer Park enhancing residents walkability and utilization of the park system.

Perimeter Treatments – it is unclear what perimeter treatment and fencing would be installed. Some mention was made of wooden fencing but this is not consistent with other Colleyville neighborhoods with masonry fencing and significant perimeter fencing. There needs to be consistency and proper monuments, entrances, fencing, and signage aligning with the other area neighborhoods.

While the above is not all inclusive, and more items may be identified as this project progresses, it is our hope that careful consideration will be given to these factors and a decision is made consistent with what Colleyville Residents expect and currently enjoy, with what Mayor Lindamood has promised, and that supports the Colleyville Comprehensive Plan.

Your consideration is appreciated,



Gregory P. Hanno
Katherine O. Hanno
encl.

Gregory & Katherine Hanno

213 Stonington Lane
Colleyville, TX 76034

City of Colleyville
100 Main Street
Colleyville, Texas 76034

Attn:
Colleyville Planning and Zoning Commission
Colleyville City Council
Mayor Bobby Lindamood

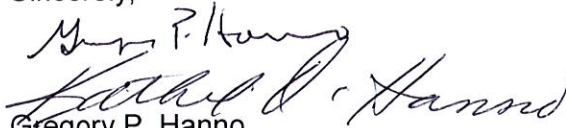
Dear Fellow Colleyville Residents

We respectfully submit the attached important items to be considered when deciding upon the proposed zoning change defined as:

Consideration of a Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Your thoughtful and deliberate review of the impact of this proposed change on the immediate neighborhoods and the overall direction of Colleyville is very much appreciated.

Sincerely,



Gregory P. Hanno
Katherine O. Hanno

encl.

This document is intended to provide a basis for the City of Colleyville and Residents thoughtful consideration of a Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, **Case ZC22-020**

While there may be consideration on all sides for or against the proposed change, it is expected that any decision will be based on the City of Colleyville Comprehensive Plan that outlines the following guidance:

The goal for Colleyville's homes and neighborhoods is to preserve the high-quality, large lot, natural setting neighborhoods while improving connections and amenities. The plan encourages enhancing neighborhood-level amenities such as pocket parks, and sidewalks and trails. It also requires new residential developments to contribute to the city's "rural feel."

The strategy for regulating the city's growth is to maintain a 1.8 dwelling units per net acre maximum density.

The proposed zoning change cited above does not adhere to these guiding principles.

Furthermore, newly elected Mayor Bobby Lindamond was clear in his vision for Colleyville stating that he plans to "continue to protect the integrity of existing neighborhoods and ensure Colleyville continues to keep our desired larger lots" "I hope to maintain not only the country-style charm but the friendly nature of our highly desired community"

The proposed zoning change cited above is not consistent with Mayor Lindamood's vision for Colleyville.

If the land is permitted to be developed, consideration should be given to preserving the Comprehensive Plan and the Mayor's vision by maintaining the zoning for RE Single Family Estate Residential consistent with most property in the area with minimum lot sizes of 1 acre.

Further items related to this proposed change and its significant impact on Colleyville that we respectfully request the Planning and Zoning Commission to carefully and thoughtfully consider include:

1. The change proposed and the land use proposed will remove any possibility of connecting East McDonwell School Road and West McDonwell School Road. Current roads in the area are over utilized with neighborhoods egressing to Westcoat Road having difficulty entering traffic flow. The extension of McDonwell School Road will facilitate traffic flow, reduce use of current roads to improve flow, and allow for enhanced fire and police access.
2. Alternatively, the proposed land use plan should give consideration to remove traffic entering onto Westcoat Road and use the East McDonwell School Road to Pleasant Run Road for egress. Westcoat Road is currently overloaded for much of the day.

3. Drainage is an issue with the current Oakbrook Hills residences backing up to the proposed zoning change and must be addressed.
4. The current plan proposed for the land use is absent parks, green areas, bike and walking paths and other amenities consistent with the Comprehensive Plan. This should be addressed.
5. If the land use plan is approved, an appropriate and significant buffer is requested to preserve the integrity and neighborhood of the homes in the Oakbrook Hills subdivision that will have houses constructed directly opposite their backyard. Heavy landscaping and perhaps a more creative way to establish the buffer needs to occur.
6. For example, this area (if allowed to be developed) has no walking paths and a consideration is to create the buffer with the Oakbrook Hills neighborhood to include trails with connections to existing walking and bike trails to connect McDonnell Park and the Colleyville Soccer Park enhancing residents walkability and utilization of the park system.
7. In a meeting with the developer, it was not made clear what perimeter treatment and fencing would be installed. Some mention was made of wooden fencing but this is not consistent with other Colleyville neighborhoods with masonry fencing and significant perimeter fencing. There needs to be consistency and proper monuments, entrances, fencing, and signage.

While the above is not all inclusive, and more items may be identified as this project progresses, it is our hope that careful consideration will be given to these factors and a decision is made consistent with what Colleyville Residents expect, the Mayor promises, and that supports the Colleyville Comprehensive Plan.

Thank you for your consideration.

Ben Bryner

Subject: RE: Greystone Manor concerns

From: Tom Hardeman < >

Sent: Saturday, June 25, 2022 12:05 PM

To: Bobby Lindamood; Callie Rigney; Chuck Kelley; George Dodson; Kathy Wheat; George Bond; Brandi Elder

Subject: Greystone Manor concerns

Dear City Council members,

Kosse Maykus has submitted a request for a zoning change for Greystone Manor on approximately 59.40 acres which is currently zoned AG Agricultural district.

The request is to rezone the property from AG agricultural district to PUD-R Planned Unit Development Residential District to allow for a new 56-lot single-family detached subdivision.

As a resident of the Westmont subdivision which is situated West of Westcoat Drive and North of McDonwell School Road I am very concerned about the increased traffic coming into our area especially at rush hour in the morning and evening. I understand that Mr. Maykus has agreed to move the entrance to Greystone Manor south of the roundabout on Westcoat Drive. That would be better than the original proposal which was just south of one on the entrances to our subdivision.

Since I live on Reverchon Court, a single street subdivision in which the exit is very close to the roundabout of Westcoat Dr and John McCain, currently in the mornings I can hardly exit our subdivision now due to backed up traffic. The addition of 56 new homes will make this traffic situation an intolerable mess. Under no circumstances should an addition be added that allows primary entry and exit onto the already overcrowded Westcoat Drive. A better solution would be to develop an exit on the back side of the property and exit onto Pleasant Run.

I would like to be able to have a discussion with all concerned residents, our city council members and Mr. Maykus to see if we can resolve many of the concerns.

Thanks for your consideration in trying to keep the small town country feel to our city.

Tom and KayLane Hardeman

7012 Reverchon Court

Colleyville, TX 76034

Ben Bryner

Subject: RE: IMPORTANT update regarding potential development Fwd: Oakbrook Hills
Feedback regarding potential development with Maykus...

From: patty heenan < >

Sent: Tuesday, June 28, 2022 6:38 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Cc: 'Patrick/Terri Heenan' < >

Subject: IMPORTANT update regarding potential development Fwd: Oakbrook Hills Feedback regarding potential development with Maykus...

Dear Sirs / Madams,

Unfortunately we were traveling when the June 16th meeting occurred with Mr. Maykus. After learning of the details from that meeting we are writing to personally express our grave concern with the approach being taken with this proposed new development.

We would like to echo and expand on the statements provided below as this is not something the City of Colleyville should be approving without extreme due diligence, which my assumption is, this is already taking place as we speak.

PROPOSED DEVELOPMENT GATE INGRESS / EGRESS:

We were shocked to learn of the proposed entry for this new development to be directly on Westcoat Drive. This would invite a myriad of problems and make a bad situation worse. I would strongly encourage any of you to visit this area during the a.m. and p.m. commuting time frames – it's ridiculous. It's already extremely unsafe with the increased traffic from McDonwell School Rd with all those vehicles using it as a cut through, mostly to Colleyville Blvd. Especially for the children who have to cross the street to get the bus. Clearly, Pleasant Run would be the most logical entrance / exit for this new development for the reasons outlined below. It is a bit concerning that there were no traffic studies conducted or in process and this had to be initiated by one of the Oakbrook Hills residents.

DRAINAGE:

Again, as stated below this is a major concern and we can speak from direct experience having levied several complaints to the City of Colleyville regarding the run off drainage issues already occurring. This new proposed development will only exacerbate the situation. The maintenance required to continually dredge the run off area located between our house and the cul-de-sac is out of control. The City is responsible for ensuring there is a clear flow run off from the street drains to the engineered run off area. However, this is already not being maintained, so I can only conclude the situation will get substantially worse.

The homeowner's of Oakbrook Hills and the surrounding neighborhoods want to thank you in advance for your commitment to keeping Colleyville safe. We look forward to your assurance that any new development such as this one proposed by Mr. Maykus, will not simply get rubber stamped, but rather will be deeply analyzed to ensure current residents are not gravely, adversely affected. If this proposed development is permitted to proceed as outlined, it will make current situations worse, not better, and that would be a tragedy.

Your leadership and due diligence is much appreciated.

Regards,

Patrick Heenan
Terri Heenan
6824 Fallbrook Court
Colleyville, TX 76034

Ben Bryner

Subject: RE: Graystone

From: Donald Hellman <>

Sent: Friday, July 22, 2022 8:39 AM

To: Jerry Ducay <JDucay@colleyville.com>; Kelly Miller <>

Subject: Graystone

Morning Jerry, I am writing to "Protest" the Graystone Development as presented. I prefer less density, fewer homes and more green space. I feel the West Entrance is reasonable and found the Council Woman's statement that the East Entrance was "Solvable" to be disingenuous and unfair to the Developer. Don Hellman

Ben Bryner

Subject: RE: Concerns Regarding Colleyville Development

From: John Hutchinson < >

Sent: Wednesday, July 6, 2022 6:49 PM

To: Jerry Ducay <JDucay@colleyville.com>

Subject: Concerns Regarding Colleyville Development

July 6, 2022

Dear Mr. Ducay:

We recently moved into our home at 6816 Fallbrook Ct. in the Oakbrook neighborhood here in Colleyville. We are writing to express our view with regard to the proposed development between Pleasant Run and Westcoat, at McDonwell School Road. We have two primary concerns related to the proposed development:

1. **Traffic:** The traffic on Westcoat during the peak morning and evening rush hours is already stressing the recently constructed round-about at Westcoat and John McCain, and limits access onto Westcoat from Stonington Ln. I believe a reasonable modification to the current development plan would be to include another development access to Pleasant Run Rd in order to share the burden of the increased traffic flow.
2. **Density:** The current proposal calls for building lot sizes substantially smaller than those in the immediate vicinity, which would put significantly more pressure on the already stressed traffic infrastructure as previously mentioned, and I fear will also have a negative economic impact on surrounding property values due to the change in the nature of the community character. I believe requiring lot sizes more in line with those in surrounding neighborhoods even if they vary in size (from a half acre to an acre for example) could be a possible solution.

We are supportive of a development plan that takes into consideration the needs of the community so that we can continue to enjoy the character of Colleyville, which is one of the main reasons we relocated to this city.

Thank you for your consideration,

John and Sharon Hutchinson

Ben Bryner

Subject: RE: Opposition to Garrison Development on Westcoat As Is

From: robbin.hyde <>

Sent: Tuesday, July 19, 2022 9:35 AM

To: Jerry Ducay <JDucay@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>

Subject: Opposition to Garrison Development on Westcoat As Is

Name:

Robert & Robbin Hyde
202 White Drive
Colleyville, TX 76034

We oppose the Garrison Development on Westcoat as is currently planned. There needs to be a road from Westcoat to Pleasant Run. This would help with the flow of traffic and in addition, encourage residents to shop and dine in Colleyville.

Thank you.
Robbin Hyde

Ben Bryner

Subject: RE: Feedback regarding potential development with Makus Homes & Neighborhoods

From: Wayne Irwin < >

Sent: Saturday, June 25, 2022 10:38 AM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Duca <JDuca@colleyville.com>

Subject: Feedback regarding potential development with Makus Homes & Neighborhoods

All,

My family lives in the Oakbrook Hills neighborhood just north of the proposed new development - we were one of the first homes built in the subdivision and are one of the few original homeowners in Oakbrook Hills. The reason I think that is important is that we have experienced the change over the years and have a good perspective on the additional impacts this proposed development could bring.

We want to maintain the beauty of this area and the City of Colleyville (City) overall. While we'd hope that the property in question was left in its current state, we understand that development will occur, therefore, we need to ensure what is developed provides the best outcome for the residents of Oakbrook Hill and the surrounding area.

I attended the June 13th, Planning & Zoning meeting where Mr. Maykus outlined the plans for the development and the adjustments he was willing to make to the original plans based on feedback he had received. The key changes that were critical to our support of the proposal were:

- Establishment of a single entrance into the neighborhood SOUTH of the traffic circle at the corner of Westcoat and McDonnell School road. The other entrance, north of the traffic circle would be for emergency use only. This would mimic the set up we have in Oakbrook Hills where there is an emergency-only gate at the west end of Oldenwood Ct.
 - o This is important for a variety of reasons, but the primary reason is traffic congestion. Since the City terminated any plans to have the 2 portions of McDonnell School Road to connect, the main traffic flow coming from our neighboring cities (North Richland Hills, Keller, etc.) flows to John McCain. This flow causes considerable congestion for our neighborhood. While having the entrance south of this traffic circle won't stop people from the new neighborhood to turn right while exiting and continuing to John McCain for access to Colleyville Blvd, it may have a portion of the traffic to turn left to avoid the already congested path.
- Appropriate setback (30') and greenspace along the north side of the proposed neighborhood abutting the south side of Oakbrook Hills. This greenspace would provide a level of privacy for the homes on Stonington Lane with both lower-height shrubs and a type of tree that is more evergreen (Live Oak). This would not only provide privacy but also help maintain the country feel of the area.
- Drainage. There has always been a level of drainage challenges with property due to natural drainage flows. Mr. Maykus committed to including appropriate drainage and catch ponds so that the Oakbrook Hills neighbors are not impacted with additional water heading our way given the additional concrete and less natural use of the land.

To ensure that the developer adheres to the commitments made and agreed upon, we ask that they be codified in the current PUD-R. While Mr. Maykus seems like a trustworthy developer, we also trusted David Bagwell who made a number of commitments to the City and the residents of Oakbrook Hills that

weren't codified and he subsequently modified his plans, negatively impacting the residents of Oakbrook Hills and the City in general.

Thank you for your service to the City and your commitment to keeping Colleyville a special place in the DFW area.

Respectfully,

Wayne & Lori Irwin

301 Oldenwood Ct.

Colleyville, TX 76034

Ben Bryner

Subject: RE: Opposition to Cos Maykus Westcoat Drive development

Begin forwarded message:

From: Melissa Johann <>

Subject: Opposition to Cos Maykus Westcoat Drive development

Date: July 18, 2022 at 3:59:04 PM CDT

To: blindamood@colleyville.com

Cc: belder@colleyville.com, gbond@colleyville.com, kwheat@colleyville.com, gdodson@colleyville.com, ckelley@colleyville.com, crigney@colleyville.com

Please be informed that I am opposed to the proposed development of the Cos Maykus project on Westcoat Drive, Garrison property as proposed.

I am requesting a consideration of an entrance gate on the east side of the property that exits on to Pleasant Run/McDonwell School Road.

Thank you,

Melissa Johann
6316 Westcoat Drive
Colleyville

Ben Bryner

Subject: RE: Feedback on Proposed Greystone Manor Development

From: Jennifer Johnson <>

Sent: Monday, July 11, 2022 6:00 PM

To: Jerry Ducay <JDucay@colleyville.com>

Cc: Kathy Wheat <KWheat@colleyville.com>

Subject: Feedback on Proposed Greystone Manor Development

Thank you for facilitating the meeting today. It was helpful to hear an overview, and have the chance to participate in providing feedback. If you could please pass this email along to all City Council Members for their consideration as they hear detail on the proposal on July 19, we would appreciate it.

Of the four primary areas of concern - Traffic, Drainage, Density and Aesthetics, they all closely impact each other, but my husband, Mark and I are primarily concerned with the volume of traffic this will add to an already extremely busy Westcoat drive. Over the past few years, as we have had many road improvement projects, traffic patterns have increased traffic on Westcoat. Most recently, with the restrictions added on Bandit/Davis, we have noticed the largest increase. Exiting our Westmont subdivision, especially making a left/North turn has become very difficult. A couple of times, to ease my stress, I have turned right, and then used the roundabout to then be able to head North. Adding 55 homes, and 110-150 more cars will make this a solid line of traffic.

Ideally, we would like to see the primary entrance moved to E McDonwell School Rd, where quick access to Pleasant Run, LD Lockett and Tinker can be used to disperse traffic. At a minimum, we would want to see a second entrance/exit on E McDonwell School Rd, to pull some of the traffic of Westcoat. Since this is proposed as a gated community, it would not be used as a cut through, so the only traffic generated on E McDonwell would be from Greystone Manor.

Jennifer and Mark Johnson
203 Colden Ct
Westmont Subdivision

Stan Jordan

6809 Westmont Dr.

Colleyville, Tx

6/26/22

Response to : Zoning case ZC22-020

Dear City Council members,

Kosse Maykus has submitted a request for a zoning change for Greystone Manor on approximately 59.40 acres which is currently zoned AG Agricultural district.

The request is to rezone the property from AG agricultural district to PUD-R Planned Unit Development Residential District to allow for a new 56-lot single-family detached subdivision.

As a resident of the Westmont subdivision which is situated West of Westcoat Drive and North of McDonwell School Road I am very concerned about the increased traffic coming into our area especially at rush hour in the morning and evening. I understand that Mr. Maykus has agreed to move the entrance to Greystone Manor south of the roundabout on Westcoat Drive. That would be better than the original proposal which was just south of one on the entrances to our subdivision. A better solution would be to develop an exit on the back side of the property and exit onto Pleasant Run.

I do not think Mr. Maykus has begun to address the drainage issue in the overall area. Although he mentions Oakbrook and the new lots, nothing

has been discussed as to how he will handle all the additional drainage as it leaves the subdivision. Currently all drainage from the south, west and east drains into a small drainage ditch in Westmont. This drainage is currently beyond it's ability to handle the existing drainage. The water regularly goes out of the ditch and floods the common area that runs behind the houses on Westmont. A detailed engineering study should address this issue. I don't see that here.

I would further like to address the traffic issue. The addition of at least 100 cars on to Westcoat or Mcdonwell road is a bad idea. These roads are nearly impossible during certain times of the day to enter. There have been several accidents or near accidents involving cars speeding through the turnabout and crashing into the back of traffic waiting to turn onto Westmont drive. I can't see how any plan to add that much additional traffic to these roads would be prudent decision. I don't see any reason why some of this could not be addressed by an exit to the east. A road and an easement already exists.

I would like to be able to have a discussion with all concerned residents, our city council members and Mr. Maykus to see if we can resolve many of the concerns.

Thanks for your consideration.

Stan Jordan

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Westmont, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

MARIETTA KLEIN, DENNIS WILES
Name(s)

200 FREMONT CT, COLLEYVILLE, TX
Address

7/29/22
Date

Subject: RE: Concerns about Proposed Greystone Manor Development

From: [k konecny](#) < >

Sent: Tuesday, August 2, 2022 10:19 AM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>; George Dodson <GDodson@colleyville.com>; Christine Loven <cloven@colleyville.com>; Angela Larson <ALarson@colleyville.com>

Cc: Kerry Konecny < >

Subject: Concerns about Proposed Greystone Manor Development

Dear Colleyville City Council and Committee Members:

After attending the hearing in July, we have serious concerns and questions about allowing the Greystone Manor development to proceed as proposed. I hope you will not mind receiving these concerns in outline format; it's easier to organize and, I hope, easier to read.

1. **We have concerns about approach taken by the developer, Mr. Maykus.**
 1. **He did not appear to take the meeting seriously.**
 1. He was sloppily dressed.
 2. His manner was very informal – even casual.
 3. He apparently neglected to fully prepare for the meeting.
 1. He presented very high-level renderings (landscape)
 2. He did not have sufficient traffic or drainage studies.
 3. His primary argument for being allowed to proceed was that he “has done this before” (and so, presumably, should not be questioned).
 2. **He showed disrespect for City Council members** by interrupting, challenging and generally patronizing them.
 3. **Mr. Maykus showed little respect for City of Colleyville**
 1. His proposal assumes he will be granted variances and exceptions
 1. He is in the planning stages now. He should plan according to the city's existing requirements instead of presuming he will get exceptions.
 2. If he assumes the city will grant him variances, can we expect him to uphold Hat Creek's own building codes and standards? Or will he lower the standards for the proposed development in the same way he's expecting the City of Colleyville to lower theirs?
 4. **Mr. Maykus apparently has no stake in the community.**
 1. His only interests are financial—not necessarily a bad thing, but important to keep in perspective
 2. I urge the Council to place the *City's* needs above the financial desires of Mr. Maykus and insist he comply fully, respectfully and without exception—or build elsewhere.
 5. If he demonstrated this lack of respect when presenting his proposal, can we expect Mr. Maykus to proceed with respect for the city and its ordinances if allowed to proceed? In our observation, he has subjected himself to a credibility gap and this is of considerable concern with so much at stake.
2. **We are concerned for the community of Colleyville.**

1. **Traffic is a real issue.**

1. 56 new homes with two drivers = at least 112 cars
 1. assuming each home has at least one additional vehicle per day (teen driver, pool, lawn, or cleaning service, delivery, etc.) adds 56 more cars = **168 vehicles / day.**
 2. If each vehicle comes & goes once a day = total increase of **~340 cars in & out daily.**
 3. 340 cars driving one car length apart is 2 miles long
 1. = **at least two solid miles of traffic added to existing congestion every day**
 2. This significant increase must be managed conscientiously.
2. The proposal would permanently seal off McDonwell School Road, driving this extra traffic to already over-burdened streets (i.e. Westcoat and Bandit).
 1. There is a clear need for McDonwell School Road to connect.
 2. One need only look at a map to see this was the plan at some point; it's a road with one name that stops and starts.
 3. This is the city's only chance to connect that road.
 1. I realize a few families resist connecting McDonwell School Road. I would, too, if I lived there, and I am sorry for them.
 2. But many families are already feeling the effects of increased traffic on Westcoat and Bandit.
 3. If connecting the road is not considered now, Colleyville will be saddled with constricted traffic for decades to come.
 4. The needs, safety and interest of the entire community should be considered, not just those of a few property owners.

2. **An exclusive west entrance to the proposed development is problematic.**

1. A west entrance would funnel all traffic—and business—to Keller/NRH
2. If the Council is truly committed to growing Colleyville businesses, with all due respect, this is an opportunity to “put your money where your mouth is” and require an east entrance that will direct business dollars to Colleyville.

3. **We have concerns with adding more gated communities to Colleyville.**

1. Most existing neighborhoods in Colleyville are not gated and yet are considered safe and desirable.
2. The only benefits of a gated subdivision are to the developers, agents who profit from the sale of these homes, and *possibly* for the future residents.
 1. Current residents bear the burden of increased taxes, traffic, and wear and tear—yet would be shut out of a portion of their own city.
3. Gated communities are, by definition, exclusive.
 1. Why create a new section of Colleyville that most residents of our community would not be allowed to enter?
 2. If this is permitted to go forward, all future developers will propose gated subdivisions, significantly changing the face of Colleyville.
 3. Rather than a city that is chopped up into separate sections, please maintain Colleyville as one community of neighbors.

We understand this land is being sold and will be developed. But this gated, high-density development as presented by Mr. Maykus would dilute the advantages the city has worked so hard to preserve, permanently hinder the flow of

traffic in Colleyville, and funnel business and dollars to neighboring cities. We maintain that Greystone Manor, *as proposed*, would not be an overall benefit to the City of Colleyville, either immediately or by setting a precedent for the future. **We are asking the City Council to insist that any developer of property in Colleyville proceed with the utmost respect and care for our city and its existing residents.**

Sincerely,
Kerry and Sheli Konecny
516 Tumbleweed Trail, Colleyville

Ben Bryner

Subject: RE: Protest for 6808 Fallbrook Ct - Larsen

From: Larsen, Matthew < >

Sent: Thursday, July 28, 2022 11:41 AM

To: Ben Bryner <BBryner@colleyville.com>

Cc: Jerry Duway <JDucay@colleyville.com>

Subject: Protest for 6808 Fallbrook Ct - Larsen

Ben,

Please record our protest of the Graystone Manor development.

Thanks,

Matt and Jennifer Larsen
6808 Fallbrook Ct, Colleyville, TX 76034

Ben Bryner

Subject: RE: Opposition to new development, Greystone Manor

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

From: Tricia Lewis < >

Sent: Thursday, July 21, 2022 10:29 PM

To: Christine Loven <cloven@colleyville.com>

Subject: Opposition to new development, Greystone Manor

Dear Council members,

We have lived in Remmington Park for 18 years and have watched as several neighborhoods have gone up around us. We are very concerned about another 50+ residential development going in right around this same area as traffic is already a huge concern for us. Local roads John McCain, Westcoat, McDonwell School Road, and LD Lockett are already congested and experiencing high volume traffic, often at standstills during rush hour times.

We are also concerned about losing the charm and quaint atmosphere that this section of Colleyville still has. It is a little oasis in the middle the concrete jungle of the metroplex. I would venture to say that a majority of homeowners chose Colleyville because of it's unique landscape and it has been very disappointing to see our city partner with companies that want to come in and chip away our land, one lot at a time, all for the sake of profit. We are losing what differentiates Colleyville from all the other cities around us.

We implore the council to consider these factors when making decisions on this zoning change and allowing another developer in to chop up our lovely city. Adding another densely populated neighborhood will have an adverse effect on our city landscape and put even more strain on our already highly populated road ways.

Thank you for your time and consideration.

Concerned residents,
Clint and Tricia Lewis
307 Polo Trail
Colleyville, TX

Ben Bryner

Subject: RE: Grestone Manor Development Concerns

From: Diana Light < >

Sent: Monday, June 27, 2022 3:32 PM

To: Brandi Elder; George Bond; Bobby Lindamood; Kathy Wheat; George Dodson; Chuck Kelley; Callie Rigney

Cc: Kirk Light

Subject: Grestone Manor Development Concerns

Dear City Council members,

Kosse Maykus has submitted a request for a zoning change for Greystone Manor on approximately 59.40 acres which is currently zoned AG Agricultural district. The request is to rezone the property from AG agricultural district to PUD-R Planned Unit Development Residential District to allow for a new 56-lot single-family detached subdivision.

We are homeowners in the Westmont subdivision which is situated West of Westcoat Drive and North of McDonwell School Road. We are deeply concerned about the increased traffic coming into our area especially at rush hour in the morning and evening. During those heavy traffic times, and often throughout the day, Westcoat carries a large amount of traffic as the path from Colleyville Blvd, through John McCain, down Westcoat to McDonwell School Road is the only legitimate pass through from Colleyville Blvd to Precinct Line Road. This is obviously understood as the more recent roundabouts put in along Westcoat were necessary to help provide a more consistent traffic flow. The problem for our neighborhood is that under the current traffic situation it can be very difficult to enter or exit at any time of the day, and most especially during heavy traffic times in the morning and evening. Our main concern then with the development of Greystone Manner is the intent to add the neighborhood entrance right near the roundabout at Westcoat and McDonwell School Road. We understand that Mr. Maykus has agreed to move the entrance south of the roundabout on Westcoat Drive. That would be better than the original proposal which was just south of one on the entrances to our subdivision, and would result in an effective (but not official) 4 way stop between the two neighborhoods. A better solution would be to develop an exit on the back side of the property and exit onto Pleasant Run. Pleasant Run is not as heavily trafficked as Westcoat, as it is not a pass through street.

We also would like to better understand the landscaping plans for the property that lines up to the Westcoat road. Looking at the plan maps, it would appear that where our entrance into Westmont currently views the gorgeous green space property, we will now see the back sides of the smaller homes in the new subdivision. Would it be possible to consider green space or

landscaping along that line? We are concerned with decreasing our property values as well as the ability to maintain the country feel of our community.

We would like to be able to have a discussion with all concerned residents, our city council members and Mr. Maykus to see if we can resolve many of the concerns. Thanks for your consideration in trying to help keep all residents safe and all property values stable.

Kirk and Diana Light

6905 Westmont Dr



Ben Bryner

Subject: RE: Protest To Proposed Greystone Manor Development Plan - Oakbrook Hills - 301 Stonington Lane

From: chad markle <>

Sent: Wednesday, July 20, 2022 7:27 PM

To: Jerry Ducay <JDucay@colleyville.com>

Cc: Shana Markle <>

Subject: Protest To Proposed Greystone Manor Development Plan - Oakbrook Hills - 301 Stonington Lane

Jerry.

Thank you for your thoughtful and timely responses to our Oakbrook Hills homeowners about the proposed Greystone Manor. Your understanding of Colleyville policy and process and level of patience is an asset to our citizens and our city council members.

We are lodging formal protest with the points of objection or concern. These items were shared by Wilf Cameron on behalf of some members of the Oakbrook Hills homeowner's association at the Colleyville City Council on July 19, 2022

1. The development plan should provide for at least a 30-foot buffer with landscaping primarily consisting of trees, between the residences on Stonington Lane and the proposed development. This buffer should be land managed and cared for by the homeowners association and be part of the open space requirements required by the PUD zoning classification. The current plan provides for only a 15-foot buffer of undetermined type in some areas and does not appear to provide for any open space.
2. The proposed fencing on the Stonington Lane side of the development should be uniformly iron. The plans appear to call for wooden fencing for part of this segment.
3. Plans for drainage should ensure that the proposed development does not increase water flow into the Oakbrook Hills subdivision.
4. Residents of the Westmont development community and Oakbrook Hills Community request a second exit to the new development be placed on McDonwell East as a second access/egress point to the development. The traffic and congestion on Westcoat has become unmanageable and is a safety hazard to people and cars attempting to exit from neighborhoods off of Westcoat. A traffic survey of the McDonwell East and Pleasant Run area is requested to compare the relative traffic burdens of Westcoat and Pleasant Run. We believe the study will show that Westcoat has the heavier burden, and that Pleasant Run would be in a better position to absorb traffic from the new development.
5. Whether or not a secondary exit is made on McDonwell East as requested, landowners need to be certain that the proposed access to the development north of the Westcoat/McDonwell School roundabout will be for emergency/fire access only, as the current plan suggests. Having this access available for day-to-day use would cause significant problems for both developments in exiting onto an already congested Westcoat Dr.
6. The smallest proposed lots back up to Stonington, resulting in 8 lots backing up to Stonington. One or two lots should be taken from the Stonington side and reallocated to other sides of the proposed development, so as to more equitably equalize lot sizes backing up to the various existing developments.
7. Landowners need to be certain that, in connection with the proposed zoning change, the City of Colleyville will require the proposed development to implement every element put forward in the development plan (i.e., the developer will not have the flexibility to alter any of the above items, or other elements of the current development plan, without obtaining a further zoning change). We understand that the current PUD-R zoning proposal requires this, but if the proposed zoning type changes, there must be a similar requirement for the developer to adhere to the plan.

Thank you.

Chad & Shana Markle
301 Stonington Lane

Ben Bryner

Subject: RE: Protest of Greystone Manor Development Plan

From: Timothy Marling <>

Sent: Monday, July 18, 2022 2:56 PM

To: Jerry Ducay <JDucay@colleyville.com>

Cc: Karrie Marling <>

Subject: Protest of Greystone Manor Development Plan

Mr. Ducay,

My wife and I are writing to inform you that we formally wish to protest the current development plan for Greystone Manor.

Timothy & Karrie Marling
308 Stonington Ln, Colleyville, TX 76034

Regards,
Tim & Karrie

Ben Bryner

Subject: RE: rezoning & development - Westcoat Dr

From: Kristy Mercer <>

Sent: Monday, July 18, 2022 3:49 PM

To: Jerry Ducay <JDucay@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>

Subject: rezoning & development - Westcoat Dr

Hello and thank you for your service to our great community. I am writing to express my opposition to the rezoning and development of the property at Westcoat Dr and McDonwell School Road. Since I first moved to this neighborhood as a teenager in 1989, I have witnessed tremendous growth, but with that growth has come headaches. The major problem affecting our family would be the increased traffic on Westcoat Drive. It is unbelievably difficult to get out of our driveway in the mornings and evenings, and with a teenage driver and elderly parents next door, we are often concerned for their safety. Once we are able to leave our house, we can wait for several minutes at the roundabout from all of the cars traveling from Keller and NRH. The backup at John McCain to get to school often stretches back to McDonwell. Our street CANNOT handle the additional traffic a new neighborhood would bring. I long for the Colleyville I knew 30 years ago...please realize that all of the long time Colleyville residents live here for a reason. We don't wish to live in just another DFW suburb.

Kristy Mercer
6504 Westcoat Dr
Colleyville, TX 76034

Ben Bryner

Subject: RE: PUD zoning plan Westcoat Dr development

From: lee mercer <>

Sent: Monday, July 18, 2022 11:56 AM

To: Jerry Ducay <JDucay@colleyville.com>

Cc: Bobby Lindamood <BLindamood@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>

Subject: PUD zoning plan Westcoat Dr development

We reside at 6400 Westcoat Dr. (Colleyville) and oppose the rezoning being discussed for our neighborhood.

We have observed a significant increase in traffic on Westcoat over the past few years. We understand that much of that traffic flow is determined by our location between Hwy 26 and N Tarrant Pkwy and cannot be changed without major traffic flow redesign. However, we feel that adding a residential development into that mix would create substantial congestion from the increased number of delivery and service vehicles.

We also have enjoyed the green space provided by this property.

Thank you for your consideration of our concerns, and thank you for your service to our community.

Sincerely,

Chuck and Cindy Mercer
6400 Westcoat Dr.
Colleyville, TX 76034

Ben Bryner

Subject: RE: In opposition of Maykus Development

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

From: HENRY MILLER III <>

Sent: Sunday, July 17, 2022 11:52 PM

To: Jerry Duca <JDuca@colleyville.com>

Subject: In opposition of Maykus Development

I am writing this email in strong opposition of the new neighborhood development on the Westcoat property by Maykus.

There should be no ingress or egress on Westcoat only pleasant run due to existing traffic patterns and development. There are three routes to Hwy 26 via Tinker, John McCain and Hall Johnson (actually White to Beverly, etc). The ingress/egress would go into a soccer field versus the already heavily trafficked Westcoat. The area neighborhoods (including ours) haven't felt the traffic impact from the Hall Johnson residential development as it is not had any occupancy. Due to intense traffic the residents of Oakbrook have to get out of their vehicles and use the crosswalk blinking lights just to leave our neighborhood mbira Westcoat during traffic hours. Not only hampering adult workers but students as well. Ingress and egress should be on pleasant run ONLY. Ingress and egress on westcoat is completely impractical and will severely impact our daily lives.

Lots should be 1.5 acres each in order to reduce the already burdensome traffic patterns and to maintain all neighborhood's quality of life.

The set backs between the neighborhoods should be greater as well. The most obvious reasons are for privacy and drainage.

Maykus and the seller do not care about the citizens of Colleyville. They seek to make a profit then walk away from the problems they have created. The seller could care less about how well she has had it in Colleyville for so many years. The residents of Colleyville that supported you all in your elections plead with you to maintain the small town atmosphere of our neighborhoods and don't allow this rude and condescending out of town developer negatively impact our well being. I'm ashamed for the seller as she has benefitting from our community for years and now she chooses to turn her back on the families and friends that will remain in the area.

The current Infrastructure will not support the additional traffic. The roundabouts were merely bandaids. The traffic in the area will continue to get worse as the developments are built out.

I would ask the you and all of the city council members to walk in our shoes so to speak and attempt to leave our Oakbrook neighborhood, turn right to the John McCain round about, circle it and then try to enter our neighborhood. Please do this multiple times until 9:00 and see how horrible the traffic already is. Being summer the traffic is even much less as there are no students nor parents trying to get to their kids to school.

Regards

Henry Miller III

6820 Fallbrook Ct

Ben Bryner

Subject: RE: IMPORTANT update regarding potential development Fwd: Oakbrook Hills
Feedback regarding potential development with Maykus...

From: Kelly Miller < >

Subject: Oakbrook Hills Feedback regarding potential development with Maykus...

Date: June 23, 2022 at 3:37:54 PM CDT

To: blindamood@colleyville.com, kwheat@colleyville.com, belder@colleyville.com, gbond@colleyville.com,
gdodson@colleyville.com, ckelley@colleyville.com, crigney@colleyville.com, jducay@colleyville.com

Cc:

Oakbrook Hills Feedback regarding potential development with Maykus Homes & Neighborhoods

At the recent June 13, Planning and Zoning meeting, a number of Oakbrook Hills' neighbors signed a comments document advising the zoning committee of several concerns we were discussing with Mr. Maykus regarding his proposed development.

A group of neighbors met with Mr. Maykus on June 16, to further discuss these concerns. Our understanding is that many residents are dissatisfied with how these discussions are progressing partly due to Mr. Maykus's disrespectful and angry approach toward us at the June 16, meeting whenever the idea of one acre lots and a second entrance were mentioned. His behavior was way out of line, unprofessional and unnecessary.

We would like to request a meeting with Colleyville City Council members to ask questions to best understand the circumstances of the potential development, what's permissible, what are the views of our city council representatives, etc,... under the city council's guidelines and policies, of course, of what is allowed in order to have an informal meeting with our city representatives.

This email is intended to serve as a high level "umbrella" to provide council members with some background information and our overall views as a neighborhood. We anticipate that individual residents will soon be emailing, as well, expressing in more detail their personal views, expectations, and wants regarding the potential neighborhood development.

We are looking at this from a viewpoint of what is the very best for Colleyville now and in the future. Ideally, we want to preserve the larger plots of land/lots and maintain the small town feel that is rare and somewhat unique to Colleyville both of which are main reasons we all love Colleyville and what has also helped make Colleyville so desirable to all of us. We do not want to lose either, especially to a developer who does not seem to have the same values and ideals as we do for Colleyville.

As you all know there are not many pieces of land like this remaining in Colleyville. In the last several years 2 similar pieces of land were developed with the Oak Alley and Oak Leigh neighborhoods and before that under our old city council the high density neighborhood of Overlook, which is connected to Monticello. If we're not careful with development decisions before we know it Colleyville will be a small town with a lot of neighborhood developments with less than one acre lots. There was a time not too long ago when Colleyville approved no less than an acre lot size.

I'd also like to mention that in my opinion one acre lots in a neighborhood are very desirable and very hard to find. That may not be what best benefits Mr. Maykus financially, but if a development is inevitable I think it is what is best for Colleyville and the best way to maintain the larger pieces of land while attempting to continue the small town feel we all enjoy.

This is a very important decision with many factors involved and we want to be as informed and knowledgeable as possible, so we truly appreciate your help as our council members and fellow Colleyville citizens!

As of now the concerns fall collectively into 4 main areas. The key issues and concerns are

1. Traffic Congestion: The current proposal is a gated sole ingress/egress off of Westcoat Drive (south of the McDonwell School Road roundabout). The alternative preferred option is to either move the entrance to a gated entrance off of Pleasant Run or at least add a second entrance off of Pleasant Run so that Westcoat doesn't bear the burden of ALL of the new traffic. Traffic is already a major issue for Oakbrook Hills residents with high volume from McDonwell School Road going east via the roundabout toward John McCain in the mornings and the reverse in the evenings. Since Westcoat has two existing communities in close proximity off of Westcoat, Oakbrook Hills and Westmont, we think sharing the traffic pain with our neighbors to the east by having an additional entrance on Pleasant Run just makes sense overall. This will also help avoid the potential need for widening Westcoat in the future. Currently, Westcoat is used as a cut through for so many coming from the North Richland Hills, Keller areas and will most likely only increase in the future. Also, if I'm a resident in the proposed neighborhood being right down the street from our neighborhood schools, CES and CMS, via Pleasant Run would be not only very appealing but much more convenient. The Pleasant Run entrance would only pass by a handful of homes in Cutter Ridge as you enter/exit. Unless you're going to McDonwell School Road the Pleasant Run entrance makes much more sense and has access to a number of avenues to 26, such as, Tinker, Hardage, Hall Johnson, John McCain and even to 114 from Pleasant Run/White's Chapel. Coming around from Westcoat doesn't seem as logical or logistically savvy.
1. Privacy: Oakbrook Hills has a significant number of homes, which will directly abut to a new development. The current proposal has 1/2 acre lots abutting to Stonington Lane and Oldenwood by the new development with a 30 ft. buffer included in the 20,000 sf lots. The alternative strongly preferred would be one acre lot minimums with a 30 ft. buffer to ensure privacy. We would want to do this within the current PUD-R zoning in order to ensure that Mr. Maykus is in compliance with all aspects of the development plan presented to residents.
1. Drainage: Oakbrook Hills has faced significant drainage issues in the past. To ensure that any Maykus proposal includes a well engineered drainage plan we would ask that the city conduct an engineering study. We want to make certain that his proposed plans do not adversely effect Oakbrook residents downstream from the settling ponds that are in the current plan.
1. Lot size: One acre lots only is extremely important for many of the reasons previously mentioned regarding doing our very best to help preserve and maintain what makes Colleyville so great and so special!

Thank you all for your service to Colleyville and your genuine desire to keep Colleyville great!

On behalf of Oakbrook Hills Homeowners
Respectfully,

Kelly Miller
6820 Fallbrook Ct.
Colleyville "The best small town in Texas"

Ben Bryner

Subject: RE: IMPORTANT update regarding potential development Fwd: Oakbrook Hills Feedback regarding potential development with Maykus...

From: Igor Motkin <>

Sent: Friday, June 24, 2022 2:33 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Cc:

Subject: Fwd: IMPORTANT update regarding potential development Fwd: Oakbrook Hills Feedback regarding potential development with Maykus...

Ladies and Gents:

My name is Igor Motkin and my wife's name is Volha Ramanouskaya. We live in Oakbrook Hills Neighborhood at 209 Stonington Ln, Colleyville 76034.

Both my wife and I are completely agree with all issues/concerns expressed by Kelly Miller in her email below.

The only thing I would add is our personal expectations from the City of Colleyville and developers who City of Colleyville considers/allows for zoning developments. Honestly, I don't know much about city procedures, behind the scene work on zoning and developments, etc — this is my first time being involved in something like that (I attended the recent June 13, Planning and Zoning meeting and that was my first experience).

Anyway, my biggest surprise was that at all meetings with Mr. Maykus (both with city and with Oakbrook Hills community) wasn't able to answer a lot of our questions in a direct way. Most of his answers sounded like "*I think this option is the best for everybody*". And when we asked WHY — he would just repeat "*In my opinion this is the best.*" Another surprise to me was his message he repeated several times — it sounded like "*This is done deal — you can protest but it doesn't matter.*"

Mr. Maykus didn't say anything about alternatives he looked at, or what researches/studies were done to prove the option he suggested are the best. It sounded like "*This is best for me and that's it*" and I can't remember he ever said something like "*This is best for you and Colleyville and here is why.*"

Let's use entrance/exit as an example. It's only my guess but I believe what he did within the last months was this:

Mr. Maykus talked to all neighbors on the Pleasant Run side and told them "*You need to support my plan or the entrance will be off of Pleasant Run*" — that's how he collected supporting votes. I have never heard about any open discussions on WHY the entrance/exit should be on our side.

Important: we are not talking about another street that would connect Pleasant Run and Waistcoat to allow a straightforward traffic. Mr. Maykus is developing a gated community which (if set up right) doesn't allow any straightforward traffic to begin with. If there are still concerns about straightforward traffic — there is a simple solution — they can add an Emergency gate in the middle of the community.

This option of splitting traffic 50/50 is fair to everybody. Unfortunately we haven't heard any true explanations/factors/study results that are opposite to this solution.

Also I can't remember city representatives said anything on why Mr. Maykus's plan is the ***Best for Colleyville*** during the recent June 13, Planning and Zoning meeting. They only confirmed that most of the items on his plan are in line with city rules (except for larger open zoning on his land, if I'm not mistaken). But to me '*being in line with rules*' is very different from '*being best*'.

Again, I'm not familiar with such meetings and know nothing about procedures — maybe this is not something that we should expected at all. But I strongly believe that city should have a meeting with us and:

- explain if City is OK with everything proposed by Mr. Maykus and is not going to look at any alternatives and listen to our ideas and concerns, and this is a truly done deal
- explain WHY THIS IS BEST FOR COLLEYVILLE in their opinion

Thank you for your time!

*Sincerely,
Igor Motkin*

Ben Bryner

Subject: RE: Re 7/19 City Council Mtg

From: Brent Neff <>

Date: July 19, 2022 at 10:51:04 AM CDT

To: Brandi Elder <BElder@colleyville.com>

Subject: Re 7/19 City Council Mtg

Reply-To: Brent Neff <>

Dear Council member Elder ,

Thank you for serving the city of Colleyville. As a resident of Colleyville since 1990 and a resident at 204 John McCain for over 25 years I have certainly seen the importance of well managed growth in our exceptional city. Your service is greatly appreciated.

I am writing in hopes that you will see this in time for the 7/19 council meeting and consider my concerns regarding the proposed 50+ lot subdivision adjacent to the Westcoat/McDonwell School Rd round-a-bout. I believe it is described as Case ZC22-020 and is an agenda item for 7/19 meeting.

Changing zoning from Estate and Ag zoning to PUD seems counter to the low density and high value uses that have made Northwest Colleyville in such high demand for more estate type properties. But IF the council chooses to consider a development proposal for the "Graystone Manor" acreage, please consider the following concerns.

It is well known and documented that Westcoat Dr between John McCain and McDonwell School Rd is a major traffic concern. While the round-a-bouts have helped, there are still almost daily backups at all the effected intersections. The proposed subdivision would add considerable traffic from over 50 households directly into the Westcoat trouble spots and effected intersections. It seems an entrance to the subdivision located at the property's eastern boundary at McDonwell School Rd. (at Cutter Ridge) would direct the traffic from the subdivision to Pleasant Run which is a more appropriate thoroughfare allowing the traffic from the 50+ households quicker access to Colleyville and Colleyville schools and would add less stress to already problematic Westcoat. Please consider that following minimum engineering or traffic flow standards for this project would likely result in major impact on already terrible traffic issues.

Not so well known are the drainage and flooding issues in the Westcoat/John McCain areas, The official FEMA maps have been updated recently to confirm that areas along Chapel Creek are in a designated flood hazard area, so the issues are well documented. Chapel Creek runs through Westmont subdivision just west and parallel to Westcoat Dr. The creek is not able to handle current runoff in a heavy rain event and documentation of such can be seen in the updated FEMA map and the hydrology study done for the City of Colleyville by Hallf and Associates engineering. My home at 204 John McCain (and my neighbors home also adjacent to the creek) is now in a designated flood hazard area according to FEMA, largely due to the way Westmont (and Old Grove) subdivision was developed. The retention pond system in Westmont is undersized and poorly placed and allows much more water to move to the creek much more quickly than water did before the Westmont subdivision was built. I lived at 204 John McCain for years before Westmont was developed and flooding was never an issue. My concerns regarding a new development that will discharge even more water more quickly and will multiply the flooding problems and endanger the area and especially my property in particular cannot be overstated. Please consider that following minimum/typical engineering and hydrology standards will likely increase flooding issues along Westcoat, Westmont, John McCain, and Monticello Estates. The size of the retention ponds in the proposed plat and a drainage plan that allows the greater portion of runoff from the new subdivision to be directed to Westcoat/Chapel Creek will likely have similar disastrous effects as the Westmont development had on the area and my property.

Please consider these concerns and share any portion of the above that you wish as discussions are had by the council. Please feel free to contact me as well. Thank you.

Brent Neff
204 John McCain Rd.

Colleyville, TX 76034



Ben Bryner

Subject: RE: Greystone Manor

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

From: Winnie O'Regan < >

Sent: Friday, September 23, 2022 4:16 PM

To: Colleyville <colleyville@colleyville.com>

Subject: Greystone Manor

Good afternoon city council members,

I would like Colleyville to hold firm to the open space requirements that the city has in place for residential projects. We have these guidelines for a reason and there isn't a need to bend the rules for the Greystone Manor project.

Hopefully drainage ditches and sidewalks aren't counted as open space as they once commonly were.

It would also be beneficial if there were multiple entrances and exits so that neither Westcoat nor Pleasant Run take the full brunt of the traffic impact.

Thank you for your service to our community and for considering these opinions.

Regards,

Winnie O'Regan

Ben Bryner

Subject: RE: Greystone Manor Protest

From: Lauren <>

Sent: Thursday, July 21, 2022 10:07 AM

To: Jerry Ducay <JDucay@colleyville.com>

Cc: Damon Paulo ♥ <>

Subject: Greystone Manor Protest

Hello,

My husband, Damon Paulo, and I are protesting the current proposal for Greystone Manor. We live at 6808 Mystic Woods Lane, Colleyville TX 76034.

We are aligned with all of the concerns presented by our fellow neighbors in the Oakbrook Hills neighborhood.

Sincerely,
Lauren Paulo

CITY OF COLLEYVILLE
City Council
100 Main Street
Colleyville, TX 76034

JULY 20, 2022

Lidia Paz-Baker, 6605 Providence Road, Colleyville (Whittier Heights)

CITIZEN COMMENT RE: ORDINANCE O-22-2211 Consideration of a zoning change from AG agricultural and RE Single Family 'Estate' Residential to PUD-R...

I attended the City Council meeting on Tuesday, July 10, 2022, because of my interest in the proposed development in our community, but I must first commend the City Council for your dedication and stamina. The meeting started at 7:30 pm and extended on to Wednesday morning. Unfortunately, my husband, Calvin, and I could not stay to make our comments. "Thank you" for your commitment to keeping the City of Colleyville a safe and enjoyable place to live.

My concern is the impact on the environment. It is my understanding that the developer is proposing to build fifty-six homes. For example, if each new homeowner has an average of two cars that would mean an additional 112 cars could be added to the existing number of cars using Westcoat and McDonwell School Road. My concern goes beyond the increase in traffic. The increase in traffic flow contributes to the nitrogen oxides, carbon monoxide, and other pollutants into our air.

I am not an environmental scientist but given the current change in our weather not only here, but around the world, the environmental impact merits consideration when deciding on new development that will impact the Colleyville community long term. The inclusion of

"common areas" to include shading trees; and walking paths that may or may not connect to existing paths are changes that could be made to the developer's proposal if the project is approved.

In addition, do not fight "Mother Nature," especially when she determines the flow of water. If it flows North, it will flow North. The developer knows that specific consideration will need to be given to the North side of the development due to the water flow. This to me is the start of a homeowner issue I would not want to deal with, especially when the developer is no longer available.

Thank you for the opportunity to share my thoughts with the City Council.

Formal Opposition to Rezoning and proposed neighborhood development for Westcoat Property

I formally oppose the rezoning and proposed development for 6401 Westcoat Dr. zoning case, ZC22-020

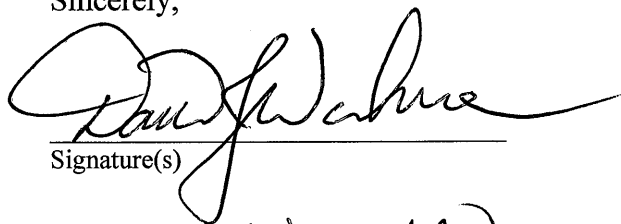
Name	Address	Email	Signature
Kevin Langham	6405 Bettinger Dr	klangham@taurustechinc.com	
Taurus Holding, Inc.	169 W. McDonnell School Rd	klangham@tholdinc.com	
Cody Wilbanks	120 Muir Ln	kukadonhq@gmail.com	

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Oakbrook Hills, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,



Signature(s)

DAVID J. WORKMAN

Name(s)

201 STONINGTON LN

Address

7/22/2022

Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Oakbrook Hills, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,

Diana Reach
Signature(s)

Hunter Reel
Name(s)

202 Oldenwood Court, Colleyville, TX 76034
Address

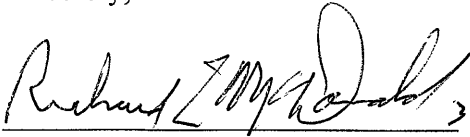
7/21/2022
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Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

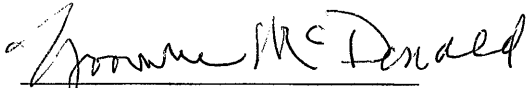
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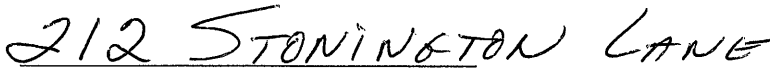
Sincerely,



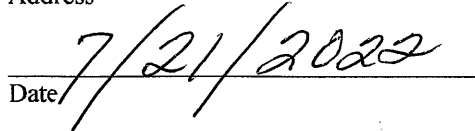
Signature(s)



Name(s)



Address



Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

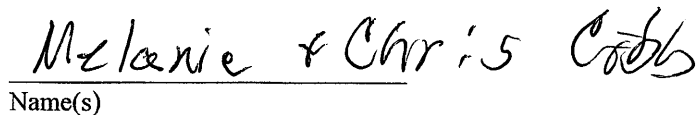
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Sincerely,



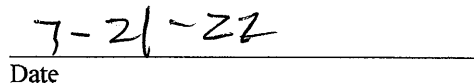
Signature(s)



Name(s)



Address



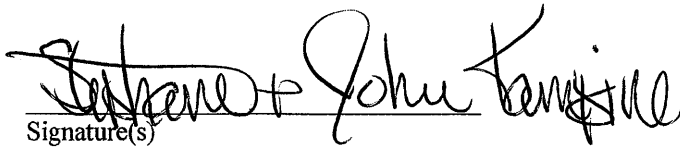
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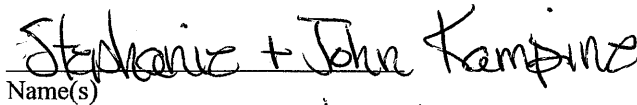
Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

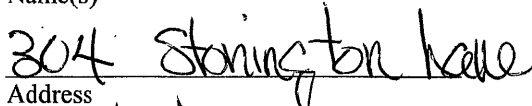
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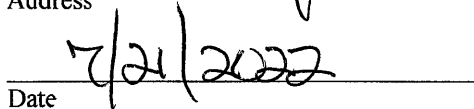
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Sincerely,


Signature(s)


Name(s)


Address


Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Oakbrook Hills, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

PAUL GAGE
Name(s)

313 STOWINGTON LANE
Address

7/21/2022
Date


Susan Gage

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Oakbrook Hills, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,


Signature(s)

GEORGE REICH
Name(s)

204 STONINGTON
Address

7/22/22
Date

Formal Protest and Objection to Proposed Zoning Change Case ZC22-020

Dear Mayor Lindamood, Mayor Pro Tem Wheat, Councilmembers Elder, Bond, Dodson, Kelley, Rigney and City Manager Ducay,

As residents of Oakbrook Hills, we the undersigned, wish to provide notification of our formal protest of and objection to the proposed Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01 and 2A01B, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, and Lots 1A, 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Sincerely,

Jeffrey Blomquist
Signature(s)

PATTI Blomquist
Name(s)

6819 FALLBROOK COURT
Address

7/22/2022
Date

Ben Bryner

Subject: RE: Zoning Case ZC22-020

From: Richard Remley <>
Sent: Friday, July 22, 2022 1:13 PM
To: Jerry Duca <JDuca@colleyville.com>
Subject: Re: Zoning Case ZC22-020

Thanks Jerry,

We are located just to the south of Victor Dupuy. Thus, I have confirmed that we are within the 200 foot radius zone of the proposed Greystone Manor development. Please ensure that future updated voting maps include our opposition and that it is counted for purposes of whether any City Counsel vote in favor of the development will require a super majority.

Also, I recognize that the City Counsel does not have unbridled discretion either way on this matter. Could you point me to where the criteria it will follow is described.

Thank you,
Richard Remley

From: [Richard Remley](#) <>
Sent: Tuesday, July 19, 2022 3:21 PM
To: Jerry Duca <JDuca@colleyville.com>
Subject: Zoning Case ZC22-020

Dear Mr. Duca:

My wife Valerie and I reside at 6803 Fallbrook Ct in the Oakbrook Hills HOA in Colleyville, TX. We are in the southeast corner of the Fallbrook cul de sac – one house east from being contiguous with the proposed development that is the subject of Zoning Case ZC22-020. Thus, I am not clear whether we are in the 200-foot zone or just outside it.

Valerie and I support the objections made by others in the Oakbrook Hills HOA, including those related to the need for:

- A thirty-foot buffer with landscaping primarily consisting of trees;
- The proposed fencing being of iron rather than wood;
- Plans for drainage ensuring that the proposed development does not drain into Oakbrook Hills;
- An entrance/exit being south of the Westcoat/W. McDonwell School Rd traffic circle, a second entrance/exit being off E. McDonwell School Rd/Pleasant Run, and any second exit off Westcoat being limited to emergencies.
- Minimum lot size of acre, but should there be smaller lots, they should be distributed equitably throughout the development rather than backing into Stonington; and
- This to be a PUD-R project.

My failure to specifically list an issue raised by others in our HOA should not be construed as my disagreeing with such.

Richard J. Remley, Jr.
6803 Fallbrook Ct.
Colleyville, TX 76034

Ben Bryner

Subject: RE: Greystone Manor

From: Ed Repp < >

Sent: Sunday, July 31, 2022 7:54 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Cc:

Subject: Greystone Manor

Dear All,

My name is Ed Repp.

I along with my wife, Jennifer Trent Repp, reside at 6303 Westcoat Drive and we also own 6313 Westcoat Drive.

I attended the City Council meeting that started on July 19, 2022, around 7:30 pm and ended on July 20, 2022, before 1:00 am. I greatly appreciate the council members', residents', developer, and property owner willingness to meet, discuss, and ultimately identify a compromise to the current Greystone Manor development plan.

My wife and I are opposed to the following components of the current Greystone Manor development plan and have identified proposals to consider:

Entrance location – we propose moving the proposed main entrance from Westcoat to Pleasant Run Road. We are already dealing with a tremendous amount of traffic and emergency vehicles on Westcoat Drive. It is currently challenging to get our kids to their buses for pick up during work commuting hours 7:10 am - 8:30 am and after school between 3:00 pm - 5:30pm. Our bus stop is at Westcoat Drive and White Drive. We have 10+ kids out there in the morning and afternoon and it's very dangerous. The intersection of Westcoat and White has had numerous accidents with the increased traffic from the addition of the roundabouts. Adding an additional 50-100 vehicles of traffic from the new development will make the traffic worse and negatively impact our childrens' safety.

Open space allocation – we propose the development expand from the planned ~5% to at least the minimum required by the city. In addition, please ensure that the open space is usable open green space and not include just any pond or water reservoir.

Number and size of lots – we propose the total number of homes planned for the development is at least 20% less than the current number proposed. We also propose the elimination of any R20 lots. Therefore, having lots no smaller than R30 in the development.

Thank you,

Ed Repp and Jennifer Trent Repp

Dakari Hill

From: Ben Bryner
Sent: Friday, June 10, 2022 9:45 AM
To: Dakari Hill
Subject: FW: Zoning Case ZC22-020

FYI...

From: David Scott <[REDACTED]>
Sent: Friday, June 10, 2022 9:45 AM
To: Ben Bryner <BBryner@colleyville.com>
Subject: Zoning Case ZC22-020

I wish to protest this re-zoning request.
I will attend the P&Z Commission Meeting 06/13/2022 in order to amplify my concerns if needed.

Please reply that you have received my request.

Thank You for your consideration,

David A Scott

Ben Bryner

Subject: RE: Greystone Manor

From: Claudia Brummett <>

Sent: Tuesday, July 19, 2022 5:21 PM

To: Jerry Ducay <JDucay@colleyville.com>

Subject: Greystone Manor

Mr. Ducay,

I live at 6800 Fallbrook Court in Colleyville and would like to protest the proposed development at Greystone Manor. My concerns are the increased traffic on Westcoat Drive (it is already a challenge at times to exit onto Westcoat), drainage and green belt issues.

Thank you,
Sheri Sinclair

Ben Bryner

Subject: RE: Greystone Manor

From: Valek, Kevin M <>

Sent: Tuesday, July 19, 2022 11:53 AM

To: Christine Loven <cloven@colleyville.com>

Cc: Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>

Subject: Greystone Manor

All,

I am writing to disagree with not having an Eastern exit on McDonwell School Rd for the proposed Greystone Manor Development.

I do not live on E McDonwell School Rd or Cutter Ridge nor do I live on Westcoat so I am not directly impacted or biased like those residents directly on either side of Greystone who will see the additional cars every day.

I have been a Colleyville resident for 8 years on Wagonwheel Ct in far NW Colleyville and use the John McCain/Westcoat intersection/roundabout daily so have seen the impact of various changes to the traffic flow over the years like 100's of residents who are like me in that corner of Colleyville.

While the new roundabouts on Westcoat have improved traffic flow, the efforts by the City of Keller and others to reduce traffic on Bandit Trail to John McCain have worked somewhat and I think increased McDonwell School traffic as a way to get from Davis to 26. Not having any eastern exit will only add more traffic to already congested area on Westcoat. Maybe a traffic study is needed.

Besides one of these days Trinity Broadcasting is going to sell more of their land and someone will want to extend Westcoat North into the Overlook development as all that land eventually gets developed. That will make the John McCain/Westcoat intersection a nightmare and we can help alleviate that with an eastern entrance.

I know many years ago the McDonwell School road extension was removed from the City plan. But this would not be an full extension connecting the sides but just an exit and likely a gated exit if a gated community.

Kevin

Kevin M Valek

Tax Partner-in-Charge, Southwest Business Unit

National Asset Management Leader - Tax

KPMG LLP | 2323 Ross Avenue, Suite 1400 | Dallas, Texas 75201

Ben Bryner

Subject: RE: Cos Marykus Westcoat Dr Development

From: kim walton <>

Sent: Monday, July 18, 2022 9:01 PM

To: Jerry Ducay <JDucay@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; kwheat@colleyvill.com

Subject: Cos Marykus Westcoat Dr Development

I am writing this email to all involved as I will be unable to attend the City Council meeting on July 19th due to illness. I am concerned about some aspects of this planned development though and felt that these concerns needed to be considered and addressed.

To begin, the entrance into this area is currently planned for Westcoat Dr. This I am totally opposed to as this road is now absorbing traffic from Colleyville as well as from Keller and North Richland Hills being used as a pass through to Hwy 26. Pleasant Run is a much more viable option given the road does not have direct feeders, as does Westcoat, and in addition is a wider road to handle the increased traffic. If you do not live in this area I strongly urge each of you to travel these roads during the week day rush hour, morning and night, so you know exactly what it is you are voting on. And spend some time discussing this with the Colleyville Police as it wasn't long ago they were in a position of directing traffic and will understand the volume and flow of said traffic.

I am also opposed to the smaller lot sizes. These lots should be, at minimum 1/2 acre (app 22K sq ft), which will give a more open appearance helping to maintain what Colleyville states they want with a "country feel". Smaller lots will just give it a more congested feel and detract from what Colleyville has stated they want. I would also like to see the city arborist fully involved to protect the decades old oak trees located around parts of the property.

There needs to be a complete drainage study done before anything is considered. This general area has had some flooding issues in the past and natural pasture filled in with concrete may well exacerbate this issue. In this regard, leaving an area or two open as a park (2-3 acres) may help offset some of the potential drainage issues while also helping to give it a more country feel.

Thank you for your time
Kim Walton
6320 Westcoat Dr
Colleyville TX 76034
Tel: 214 500 0715

Ben Bryner

Subject: RE: Protest To Proposed Greystone Manor Development Plan - Oakbrook Hills - 6815 Fallbrook Ct.

From: Daniel Washburn <>

Sent: Wednesday, July 20, 2022 7:35 PM

To: Jerry Duca <JDuca@colleyville.com>

Cc: LaDana Washburn <>

Subject: FW: Protest To Proposed Greystone Manor Development Plan - Oakbrook Hills - 6815 Fallbrook Ct.

Jerry.

Thank you for your thoughtful and timely responses to our Oakbrook Hills homeowners about the proposed Greystone Manor. Your understanding of Colleyville policy and process and level of patience is an asset to our citizens and our city council members.

We are lodging formal protest with the points of objection or concern. These items were shared by Wilf Cameron on behalf of some members of the Oakbrook Hills homeowner's association at the Colleyville City Council on July 19, 2022

1. The development plan should provide for at least a 30-foot buffer with landscaping primarily consisting of trees, between the residences on Stonington Lane and the proposed development. This buffer should be land managed and cared for by the homeowners association and be part of the open space requirements required by the PUD zoning classification. The current plan provides for only a 15-foot buffer of undetermined type in some areas and does not appear to provide for any open space.
2. The proposed fencing on the Stonington Lane side of the development should be uniformly iron. The plans appear to call for wooden fencing for part of this segment.
3. Plans for drainage should ensure that the proposed development does not increase water flow into the Oakbrook Hills subdivision. **My home at 6815 Fallbrook already has excess water flow through my backyard when it rains, which I have discussed with the City; however no remediation plans were implemented by the City to fix the drainage problems that accumulate in my backyard.**
4. Residents of the Westmont development community and Oakbrook Hills Community request a second exit to the new development be placed on McDonwell East as a second access/egress point to the development. The traffic and congestion on Westcoat has become unmanageable and is a safety hazard to people and cars attempting to exit from neighborhoods off of Westcoat. A traffic survey of the McDonwell East and Pleasant Run area is requested to compare the relative traffic burdens of Westcoat and Pleasant Run. We believe the study will show that Westcoat has the heavier burden, and that Pleasant Run would be in a better position to absorb traffic from the new development.
5. Whether or not a secondary exit is made on McDonwell East as requested, landowners need to be certain that the proposed access to the development north of the Westcoat/McDonwell School roundabout will be for emergency/fire access only, as the current plan suggests. Having this access available for day-to-day use would cause significant problems for both developments in exiting onto an already congested Westcoat Dr.
6. The smallest proposed lots back up to Stonington, resulting in 8 lots backing up to Stonington. One or two lots should be taken from the Stonington side and reallocated to other sides of the proposed development, so as to more equitably equalize lot sizes backing up to the various existing developments.
7. Landowners need to be certain that, in connection with the proposed zoning change, the City of Colleyville will require the proposed development to implement every element put forward in the development plan (i.e., the developer will not have the flexibility to alter any of the above items, or other elements of the current development plan, without obtaining a further zoning change). We understand that the current PUD-R zoning proposal requires this, but if the proposed zoning type changes, there must be a similar requirement for the developer to adhere to the plan.

Thank you.

Daniel & LaDana Washburn
6815 Fallbrook Ct.

Ben Bryner

Subject: RE: protest Graystone Manor Development - Westcoat Drive Colleyville, Tx.

From: Henry < >

Sent: Wednesday, August 10, 2022 10:57 AM

To: Jerry Duway <JDucay@colleyville.com>

Subject: protest Graystone Manor Development - Westcoat Drive Colleyville, Tx.

**Objection to proposed Greystone Manor Development – Westcoat Drive
ingress/egress:**

- 1. West McDonwell School road dead ends at Westcoat drive and has been at well over maximum capacity for several years.**
- 2. It is nearly impossible for people on McDonwell to get in and out of their driveways now.**
- 3. This proposal will make it necessary to use a helicopter to leave home.**
- 4. East McDonwell has virtually no traffic and would be a logical choice for access to the proposed new development .**
- 5. Pleasant run street would provide ready access to all destinations and is not nearly as congested as west McDonwell.**

Regards and thank you.

Henry C. Wells

Carolyn Sue Wells

**413 West McDonwell School Road
Colleyville, Tx.**

Ben Bryner

Subject: RE: Protest of Greystone Manor development

From: John West < >

Sent: Friday, July 15, 2022 12:24 PM

To: Jerry Duway <JDucay@colleyville.com>

Cc: Kari Lervick < >

Subject: Protest of Greystone Manor development

Mr. Duway,

My wife and I reside at 208 Stonington Ln in the Oakbrook Hills development off Westcoat Rd in Colleyville. I'm writing to protest one aspect of the development plan - the entrance/exit off Westcoat Rd.

Westcoat Rd is full of traffic congestion, especially during morning and evening rush hour. Westcoat and McDonwell West already serve as a pass-through connecting 26 and Precinct Line/North Tarrant, creating significant congestion at the beginning and end of each workday.

We understand that change is inevitable, but we would like to ask the city why McDonwell East could not be used as an entrance/exit into the new private development. Pleasant Run/McDonwell East is a much quieter, less busy road and the prospect of any pass-through traffic to Westcoat would be eliminated, as Greystone Manor is gated.

Our request is that the city examine McDonwell East as a viable entry/exit option for Greystone Manor.

Thank you for your service to Colleyville.

John West and Kari Lervick
208 Stonington Ln
Oakbrook Hills

Ben Bryner

Subject: RE: Subject: Opposition to Kosse Maykus Zoning Change & Residential Development Application, Case No. ZC22-020 ("Application")

From: Cody Wilbanks <>

Sent: Thursday, July 28, 2022 7:10 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Belder@colldyville.com; George Bond <GBond@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Subject: Subject: Opposition to Kosse Maykus Zoning Change & Residential Development Application, Case No. ZC22-020 ("Application")

Subject: Formal Opposition to Kosse Maykkus Zoning Change & Residential Development Application, Case No. ZC22-020 ("Application")

Dear Council Members and City Manager:

My name is Cody Wilbanks. My wife Lynanne and I have lived in Colleyville for over 20 years. We currently reside at 120 Muir Lane, which is within 200 feet of the above-referenced Application. We strongly oppose the approval of the Application as it is currently proposed. Our primary concerns, based solely on the limited information we have today are listed below.

Increased Traffic Congestion & Safety Issues: I don't know if the City has conducted any traffic studies of McDonwell School Rd. and Westcoat Dr. subsequent to completion of the roundabouts constructed at that intersection and at the Westcoat Dr. and John McCain intersection, but the excessive traffic, particularly on McDonwell and Westcoat prior to their construction was one of the driving forces for putting roundabouts in, as supported by prior traffic studies, not to "demonstrate the City's intent to facilitate more development in the immediate area." The roundabouts did nothing to lessen the volume of traffic on McDonwell and Westcoat. If anything, they increased the volume of traffic, because it flows just a bit more smoothly now – but it still carries a very high volume of traffic for a purely residential area. I understand the Council was given a traffic study that shows it already carries almost 75% more traffic than Pleasant Run between Tinker and John McCain. Forcing the properties on McDonwell and Westcoat to absorb new traffic of that many new homes, when a perfectly accessible street already exists on the east side of the proposed development, for entry and exit, would be extremely unfair and inequitable to a large number of Colleyville residents.

My Westmont neighborhood, that faces McDonwell, has only a single entrance/exit – onto McDonwell and less than 100 feet to the roundabout. Several times a day, still, residents wanting to enter or exit Muir Lane and the other homes in this part of Westmont must wait for openings in traffic lines going both ways that at times are close to a quarter mile long – not to

mention delivery, contractor and visitor vehicles that need into the neighborhood. This also presents increased safety issues, because vehicles often times decide to dart across flowing traffic order to get in or out when there's less than safe space to do so. Finally, the roundabout has created a safety problem of vehicles using the roundabout exits as drag strip starting points, to see how loud and fast they can accelerate coming out of the roundabout in both congested and non-congested times. Adding another 40 to 50 homes forced to use this site as their sole entry/exit route will only make this worse.

Drainage Issues: As some of the City Council and Staff are aware, the homes on Muir Lane in Westmont have had serious drainage issues and problems related to a drainage easement between the homes on Muir and those on Bartram Lane for many years, which are finally being addressed after 4 years of constant urgent requests to the HOA Board of Directors. I'm concerned that adding drainage from another large development into the overflow creek for the retention pond at the corner of Muir and Westcoat will adversely impact the available capacity of the retention pond and overflow creek to the detriment of the property owners in Westmont. I also have concerns about the amount of debris that will flow the new development into the Westmont pond and creek, that will require additional expense and ongoing maintenance to avoid even greater drainage problems.

Finally, the Westmont retention pond and the overflow creek behind Westmont Drive Have been designated by the Department of the Army Corps of Engineers as a wetland and riparian mitigation and conservation area with certain legal requirements that must be adhered to, as described in a Notice of Dedicatory Instruments for Westmont Maintenance Association, dated 18 April 2016 ("Conservation Area"). Before any approval of the Application, I believe the applicant should be required to conduct any necessary studies of potential impacts on the Westmont Conversation Area and provide a reasonable, legally binding commitment to maintain compliance with those requirements and be financially responsible for its fair share of the expense of such maintenance going forward. Because their additional run-off added to the Conservation will unquestionably add to the erosion and necessary maintenance of the Conservation Area, which I believe is the responsibility of the Westmont Maintenance Association.

Thanks for your time and attention, and patience, reading through this long email. Please count my opposition as part of that necessary to require a super majority vote of the council to approve the Application, since my home is within 200 feet of the proposed development's boundary.

Sincerely,

Cody Wilbanks

Ben Bryner

Subject: RE: Greystone Manor Protest

From: Corey Wilson <>

Sent: Wednesday, July 20, 2022 8:06 PM

To: Jerry Ducay <JDucay@colleyville.com>

Subject: Greystone Manor Protest

Good evening. Please consider this our formal vote.

We are protesting the current proposal for Greystone Manor

Corey and Laura Wilson
308 Oldenwood Ct
Colleyville, TX 76034

Ben Bryner

Subject: RE: Grey Stone Manor

From: Kapil Anand < >

Sent: Monday, August 1, 2022 6:08 PM

To: Jerry Duca <JDuca@colleyville.com>

Subject: Grey Stone Manor

Good afternoon Mr. Duca.

I am writing this letter of endorsement on behalf of Providential Custom Homes. As a client of Providential, I certainly can attest to not only the workmanship of the product but can also speak to the level of professionalism in which they conduct business. Furthermore, this company is a faith-based enterprise that espouses fairness, transparency and a commitment customer satisfaction! Grey Stone Manor would be blessed to have such a builder working in that space.

In closing, I did a lot of research before deciding to have Providential build our forever home in Colleyville. Truth be told, we were not disappointed in the least, and neither will future patrons of Grey Stone Manor!!

Sincerely,

Kapil Anand MD MBA

Professor of Anesthesiology & Pain Management

General Anesthesia Division Chief

Clements University Hospital

UTSW Medical Center

Ben Bryner

Subject: RE: Greystone Manor

From: Ted Beneski < >

Sent: Thursday, August 4, 2022 9:44 AM

To: Bobby Lindamood <BLindamood@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>; Ben Bryner <BBryner@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Adrienne Lothery <alothery@colleyville.com>; Mark Wood <MWood@colleyville.com>; George Dodson <GDodson@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>

Cc: Jeremy Vanselous < >

Subject: Greystone Manor

Dear Mayor Lindamood and Colleyville City Council,

We on the East side of Greystone Manor are now coming to understand the choices that seem to be on the table regarding lot sizes, green areas and the location of the entrance and exit of this Westmont development. As Chris Cantarella articulately points out below, we are a very large group of homeowners, and while we can be supportive of new real estate development in Colleyville, including this one on Westcoat, we are vehemently and unanimously opposed to an entrance on the east side of the development. Below is a short list of additional reasons why we believe the entrance and exit should be on Westcoat.

1. Greystone Manor was conceived and architecturally designed as a Westcoat development, not a McDonwell School Rd or Pleasant Run development - so it's entrance and exit should be on Westcoat
2. An East entrance would literally go THROUGH our Cutter Ridge neighborhood – This is unheard of and un-precedented of any other development in Colleyville
3. The city invested millions of dollars in 2 brand new rotaries to accommodate traffic on Westcoat - They should be utilized to accommodate the traffic from this development as well.
4. Traffic is by far the lowest south of the Westcoat/McDonwell rotary (especially vs. Pleasant Run and Westcoat north)- so it would make the most sense to place the entrance/exit there and steer the traffic south. Entering and exiting from and to the south of this point would be an attractive option for homeowners everywhere, including Greystone.
5. All of us on the east side would be very happy to accommodate bike and walking traffic to the Pleasant Run Soccer Complex and the community trail, but not cars. We already have a very busy Pleasant Run – It is the main thoroughfare between Colleyville and Southlake, it bears the brunt of Soccer Complex cars, it backs up with cars from the RR crossing, it accommodates traffic from 4 churches/houses of worship, and is deluged by the stream of traffic coming east on L.D. Lockett.

Thank you all for hearing us out on these very important points! We love Colleyville!

Ted & Laurie Beneski: 6405 Cutter Ridge Ct, Colleyville, TX (32 year residents of Colleyville)

Ben Bryner

Subject: RE: Greystone Manor

From: Chris Cantarella < >

Sent: Monday, August 1, 2022 11:12 AM

To: Bobby Lindamood <BLindamood@colleyville.com>

Cc: Jerry Ducay <JDucay@colleyville.com>; Ben Bryner <BBryner@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Adrienne Lothery <alothery@colleyville.com>; Mark Wood <MWood@colleyville.com>; George Dodson <GDodson@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>

Subject: Greystone Manor

Mayor Lindamood,

I am writing to you today on a matter that has become time sensitive and very important to me, my neighbors and many of the travelers and institutional constituents on the East side of McDonwell along Pleasant Run Road. As you are aware from our conversations over the past few months I am in full support of Greystone Manor - with the two gates on Westcoat. While I understand there is a traffic study being done I am very concerned about the specific nature of how this process of community engagement is going - I am strongly urging you to take much more careful action to include all of the East McDonwell and Pleasant Run constituents proactively in this conversation. As I have in the past - I have started to talk with a lot of people in Colleyville about this and especially over here along all of Pleasant Run and I can tell you the mood is not very good from what I gather when I alert the folks to what is transpiring.

After learning about the most recent City Council meeting and what transpired there - especially the construct that seemed to dismiss the majority of concerns of the East side of the project (yet neglected to reveal that institutions and entire neighborhoods on this side had not been communicated with at all by the city) - I have now decided to become much more vocal and proactive in this situation.

Since I have learned about that last meeting I, and my fellow East neighbors, have conversed with a number of the leaders and members of the churches and organizations on the East side of McDonwell. I can tell you that none of these organization leaders I spoke to were happy to hear about the way things are trending. I have not heard one person say they felt good about this process - if they did not know already then they were surprised and a bit upset that I was the one to tell them of what is being planned without their input. They are especially concerned that the City of Colleyville had not reached out to them despite the fact that they all said they would be directly affected by any gates on the East side.

It may be that the signatures that were presented to you initially didn't mean that much for some reason as we don't believe they were tallied properly - apparently it was noted somehow by the Council that there were many more on the West side who opposed the development as far as the West side gates were concerned.. I can assure you that the **East side is awake on this issue and there is a key element here of fairness and due process that my neighbors, all the institutions and organizations, and I on this East side of McDonwell will be expecting from here on out.**

To not communicate well with the East side constituents would be a mistake in my view - I would encourage you, the entire City Council, and your staff to realize that organizations on the East side have HUNDREDS of members who will be driving to and from events on this side of the development every day. They are expecting to be a part of this process now that WE, the neighbors on the East side, have had to be the ones to let them know that until now their voices were not being considered. If there has been outreach to them before the date of this email then I and my neighbors up and down Pleasant Run on the East side would like to know when that communication was, when it was delivered, and why so many of us are unaware of any such outreach.

Note: as you know well Bobby - I am not new to the issues and workings of the City Council and once I see a problem I become quite active in educating the folks. NEITHER I NOR ARE MY NEIGHBORS here on the East side are looking for a fight - and we understand there are compromises in all things like this - however do not mistake our supposed quiet that you believe exists over here to continue.

As far as I'm concerned, personally, our McDonwell East side has been ignored for quite a long time. Our road has been left to a severe lack of maintenance and poor drainage and horrible appearance in the road itself - I suggest that its time we also have a sincere discussion about this issue also when we speak next. ANYTHING that is done over here will need to be done properly and with a strong effort to listen to our voices and concerns.

HOW our voices are heard, or not heard, will be on our minds for a very long time. We are not going to assume yet that the process of the last City Council was intentionally slanted one way or another - but we are watching very closely now and we are planning to be heard as a group. We expect proper due process, proper communication, and proper voice for all Pleasant Run Road constituents who may be affected.

Respectfully,
Chris Cantarella
6600 Pleasant Run Road

Michael & Brenda Capps

6116 Legacy Trail
Colleyville, TX 76034

July 19, 2022

City of Colleyville
Planning and Zoning Commission
100 Main Street
Colleyville, TX 76034

RE: Ordinance 6C July 19, 2022, meeting: O-22-2211 Hat Creek Development, Greystone Manor

My wife and I would encourage the Council to vote in favor of the zoning change and plans presented to you in the meeting schedule on July 19, 2022. As a background, my wife and I had the opportunity to purchase a property in The Legacy subdivision developed by Hat Creek Development back in 2017 and have continually been impressed by the professionalism and solid work performed by the Maykus family. In 2019 I had the opportunity to become the first HOA President with many of the homes in the neighborhood under construction and if we ever had a challenge with one of the builders or a question about the subdivision, I saw firsthand that Mr. Maykus and his staff ensured that the challenge or question were immediately addressed and cleared. When Hat Creek developed Legacy North, I saw that again with their company working with each of neighboring subdivisions making sure their questions and concerns were responded to and with the development bringing continuity to Lavaca Trail.

The builders they select are bringing quality homes to that subdivision which reflects on Hat Creek that they take time to select high quality, professional builders. You can see that Mr. Maykus and his team takes pride and care of their subdivisions long after the streets are in, and the lots have been sold.

Even though we do not live directly beside the proposed subdivision, based on his reputation and the designs presented, I would suggest that this is the best option for that land and the City of Colleyville. We all know that someone will develop the land, the best solution is to have a high quality, high integrity developer such as Hat Creek that has a proven history.

Should you have any questions, please do not hesitate to reach out.

Thank you.

Michael Capps

Michael Capps

September 14, 2022

RE: Zoning Case ZC22-020 – Greystone Manor

Members of the Colleyville City Council,

My name is Doug Chandler and I reside at 6804 Hillier Court in Colleyville.

Reviewing the submitted material for Greystone Manor it contains all the elements of a quality project. I am in favor of the proposed project and urge you to vote to approve.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Doug Chandler', is written above the printed name.

Doug Chandler

Ben Bryner

Subject: RE: Greystone Manor

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

From: Matthew Colby <>

Sent: Sunday, July 31, 2022 12:01 PM

To: Jerry Ducay <JDucay@colleyville.com>

Subject: Greystone Manor

Mr. Ducay,

My name is Matthew Colby, and I am writing you to demonstrate my support for the Greystone Manor residential development in Colleyville.

I am fortunate to live in one of the many great developments of Maykus Homes and Neighborhoods. My wife, Lauren, and I could not be more enthusiastic to hear about the Greystone Manor project. This is highly beneficial to all homeowners in Colleyville. Developers like Maykus, and the reputable builders they partner with, insulate and protect our neighborhoods from the mass-production builders that drive down home values while reducing the beauty of the city.

The Maykus family has a wonderful reputation as builders and developers who put pride of craftsmanship and reputation over maximizing profits. Their projects are extremely additive to the community, and we hope to see them continue to improve and protect the beauty, safety, and attraction of the City of Colleyville and surrounding areas.

Thank you for your time, service, and support. Please reach out with any questions or concerns you feel I can address as a beneficiary of their work.

Best regards,

Matt Colby

Sent from my iPhone

Ben Bryner

Subject: RE: McDonwell School Road

From: Stan Cook <>

Sent: Tuesday, July 19, 2022 6:28 PM

To: dlindamood@colleyville.com; Brandi Elder; Callie Rigney; Chuck Kelley; George Dodson; kwheat@colley.com; George Bond

Subject: McDonwell School Road

Dear City Council Members

We have been residents of Colleyville and Cutter Ridge for over 30 years. We want to voice our serious concerns about the prospect of opening up McDonwell School road from the east.

In our minds, whatever benefits are perceived of this project are far outweighed by the huge downsides. The inevitable massive increase in traffic through our quiet neighborhood will affect the safety and comfort of our families, which includes many young children. Our neighborhood is unique, even for Colleyville, with horses and a bridle path being a major part of our lives. We will be losing a safe entry for our horses and riders into the bridle path. We will also lose a safe walkway to Pleasant Run Soccer Complex and the Cottonbelt Trail.

The residents of Colleyville have chosen to live here because of the wonderful lifestyle this community provides. We implore you as our elected leaders to reject this life-changing proposal.

Respectfully,
Dr. Stan and Barbara Cook

Ben Bryner

To: Jerry Duca
Subject: RE: GREYSTONE MANOR development

From: BJ GF <>
Sent: Sunday, July 17, 2022 2:20 PM
To: Jerry Duca <JDuca@colleyville.com>
Subject: GREYSTONE MANOR development

Mr. Duca,

We live at 504 McDonnell School Rd on the east side of the proposed development. Track 8 on attached plot.

You encouraged us to put our "two cents" worth in, so here it is. You may think it is "four cents" when we are finished.

Before we start, we are in favor of the design of the current proposed development.

There may be an abandoned petroleum pipe line running through the proposed development acreage. It does run through our property (see attached Pleasant Run Estates plot). The pipeline runs from a refinery in Ft. Worth to Saginaw to the tank farm in South Lake. It was the cause of a release(leak) on neighbor's property in 1996. The site(labeled #30980) was handled by Natural Resource Conservation Commission, the predecessor to Texas Commission on Environmental Quality(TECQ). The pipeline was controlled by Easy Serve Corp at the time of the release. The Corp went bankrupt, dissolved, and abandoned the pipeline due to the release. This information was obtained from Jose Cheverez, Railroad Commission of Texas, 512-865-1579, jose.cheverez@rrc.texas.gov. We have made numerous attempts to obtain information in regards to the release and pipeline from TECQ to no avail. Therefore, we do not know if the pipeline was 'flushed' at the time of abandonment as required by law. We have informed the developer about the pipeline and furnished him with a copy of attached plot.

TRAFFIC DENSITY

The community on the south side of McDonnell School Rd East is equestrian which uses part of the Rd shoulder as a riding path connector to the path around the community. Any development of The Rd would be detrimental to this use.

McDonnell School Rd East 'T's into Pleasant Run.

At that intersection is Pleasant Run Park(33 acres). The Park is home to a large number of soccer fields that regularly hosts practices and games of children as young as 3 years old. As a safety concern for these children, any increase in traffic will statistically greatly increase risk of injury from vehicles.

There is also a church with private school across from this T.

Less than a 1/4-mile south is the Cotton Belt Trail and Railroad intersection with Pleasant Run and LD Lockett.

Another 1/4-mile south is Good Shepard Church and school, which is expanding.

Currently, traffic from LD Lockett uses Pleasant Run to reach Tinker or John McCain. These intersections are as busy as intersections on the west side of the development at peak traffic times.

An entry/exit of the development on McDonnell School Rd East, at a minimum, will require:

Acquisition of private property not part of the development.
Revamp/development of McDonnell School Rd East.
Possible relocation of utilities.
Redesign of drainage along Rd.

The city is requiring two entry/exits into the development. On the east side, there is only access for one entry/exit with the above-mentioned possibilities. It would be more cost effective to put both entry/exits on the west side. From the traffic view point, it will be the same affect on either side. Also, any requirement for entry/exit on east side will cause this developer to 'walk away'. This could result in a lower tier developer with the possibility of much lower over all property value and loss of revenue for city and GCISD through taxes.

Any questions or further discussion, contact us via Email or phone.

Gary Fick

Becky Cast

Brad and Renee Follis
5608 Texas Trl
Colleyville, Texas 76034

June 10, 2022

City of Colleyville
Planning and Zoning Commission
100 Main St
Colleyville, Tx 76034

RE: Case ZC22-020 Hat Creek Development, Greystone Manor

I'm writing to the commission in regards to a proposed subdivision near my home. As a 12 year resident of the Reatta subdivision, we have seen many changes in the area and want to make sure things continue in a favorable path.

We have had first-hand experience in dealing with Hat Creek Development and Mr. Maykus when he developed the Herron Pond subdivision. As a homeowner we of course had concerns regarding what would be occurring and who would we be dealing with considering our property backs up to the property line. What I found was that Mr. Maykus and company did an incredible job of communicating and working with us as neighbors. Not only was the experience favorable, but the product and enhancements to the community were extremely positive. I also witnessed this same process in the Legacy and Legacy North areas which are extremely close to us as well.

Based on what I have experienced, and the quality and design of homes and subdivisions the company has completed, I feel this project would be correct choice for the City of Colleyville.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Follis', with a stylized, cursive script.

Brad Follis

Subject: RE: FW: 6401 Westcoat Rezoning Case

From: Bryan Grant <>
Date: July 15, 2022 at 12:41:26 CDT
To: Kathy Wheat <KWheat@colleyville.com>
Subject: 6401 Westcoat Rezoning Case

Councilmember Wheat,

I am writing to you in regard to the rezoning case located roughly at 6401 Westcoat Drive, Case ZC22-020 from the Planning and Zoning Commission meeting that occurred on June 13, 2022. I am writing in support of the plan as currently designed and respectfully request you follow the unanimous approval of your planning and zoning commission.

My wife and I moved into 6504 Cutter Ridge Ct a few months ago from another home in Colleyville. We are so new to the home, that we were not on the notification list for this item and instead the previous owner is mentioned in the notification list. When looking for a forever home for our family of four plus one more on the way, we knew we would stay in Colleyville because of the rural feel of the neighborhoods while having the proximity to every amenity one could possibly need. We were drawn to the Cutter Ridge neighborhood because of the large lots, quiet street, and the equestrian neighborhood. My wife was raised with horses and my 4-year-old daughter has lovingly been asking me when we will be getting a horse of our own since the day we moved in.

Our home is at the entrance to the Cutter Ridge neighborhood and our fence borders McDonwell School Rd. Before we made the significant investment of purchasing the home, the first thing we did was look up the master thoroughfare plan to see if McDonwell School Rd was planned to connect to the west in the future, as that traffic increase would drastically change the quality of life that our family would experience. Given that the plan does not show a connection, we decided to move forward with the purchase and family move. We are grateful that the developer is choosing to honor that plan and decision that was made by a previous council to not have a connection of this neighborhood to McDonwell School and is instead including entrances to Westcoat. I am no civil engineer, and in fact am an aggie, so I admittedly am not the smartest in the room no matter what room I am in, but it seems that Westcoat is better suited to handle the traffic increase that would result from this neighborhood given the recently constructed roundabout (which includes a horse statue as a representation of what makes our city unique) and the already existing roundabouts along John McCain.

I ask that no matter what final plan you approve, you please do not have a connection to McDonwell School. Our home features an open fence that my daughters could, and do, easily crawl through and if the traffic was increased along that road next to our home, we wouldn't feel comfortable allowing them to play outside alone like we do now. Also, much to my daughter's delight, we do plan to get a horse in the future and the access to the bridle path that surrounds the Cutter Ridge neighborhood requires us to walk down McDonwell School Rd. That is not a problem today as there are only two homes to our west but would be a major problem if there was a connection made to this proposed

neighborhood. The homes to the east of this development were not designed with that kind of traffic in mind.

Today, you can stand in my yard and take a picture that is an exact replica of the City of Colleyville logo, same fence style, trees and horses exist today. Please don't approve a plan that would go against the logo and what makes Colleyville so great and unique. Thank you for your service to our city and the time and effort you put into your role and decisions.

Regards,

Bryan Grant

6504 Cutter Rudge Court

Ben Bryner

Subject: RE: Greystone Manor Support

From: Trey Hampton < >

Sent: Sunday, July 31, 2022 4:11 PM

To: Jerry Duca <JDuca@colleyville.com>

Subject: Greystone Manor Support

Mr. Duca,

I am a Colleyville resident in Legacy South at 801 Legacy Trail. My wife and I chose to build our house here due to the high quality of the neighborhoods, larger size of the lots and wooded areas with mature trees, which is why I felt compelled to express my support of the potential new development of Greystone Manor.

The larger lot sizes and protection and addition of wooded areas would be consistent with all of the surrounding neighborhoods in Colleyville. This would also help reduce the potential traffic this new neighborhood would add compared to smaller lot sizes with a different development plan.

Keeping traffic at a minimum on McDonwell rd is important to my wife and I because our children attend Liberty Elementary on that road. I understand that this land will be developed in the near future and a larger lot size development is the best option in our opinion for these reasons.

Please let me know if you have any additional thoughts or would like to discuss further.

Thank You,

--

Trey Hampton

Anesthesia Sales Specialist

Ben Bryner

Subject: RE: Garrison property

From: debbee heldoorn < >

Sent: Monday, June 27, 2022 1:39:42 PM

To: Bobby Lindamood

Subject: Garrison property

We support the project that Kosse Maykus is submitting to the city.

Fred and Debbie Heldoorn
205 Stonington Lane
Colleyville Tx 76034

Ben Bryner

Subject: RE: 6401 Westcoat Drive (Case ZC22-020)

From: "Hughes, Thomas" <>

Date: July 15, 2022 at 15:05:32 CDT

To: Bobby Lindamood <BLindamood@colleyville.com>, Kathy Wheat <KWheat@colleyville.com>, Brandi Elder <BElder@colleyville.com>, George Bond <GBond@colleyville.com>, George Dodson <GDodson@colleyville.com>, Chuck Kelley <CKelley@colleyville.com>, Callie Rigney <CRigney@colleyville.com>

Cc: Heidi Hughes <>

Subject: 6401 Westcoat Drive (Case ZC22-020)

Dear Colleyville Council,

I am writing in support of Case ZC22-020 (located at [6401 Westcoat Drive](#)). The Planning and Zoning Committee unanimously approved this case on June 13, 2022; I respectfully request your approval as well.

My wife and I moved to Colleyville in 2010 after our twin daughters were born. We have owned 4 properties in Colleyville, moving our primary residence to 411 McDonwell School Road East in 2019.

We purchased the property from Ms. Garrison, but before closing, we confirmed with city officials there were no plans to ever connect McDonwell School Rd. from the West.

While I would prefer the property be left as is, it's every resident's right to sell her/his property.

I believe Ms. Garrison picked a developer who would not only add value to the property, but also the surrounding homes.

Having lived off of Bandit Trail for nearly a decade, I can empathize with the frustration due to increased traffic flow to & from John McCain, Westcoat Drive, & McDonwell School Road West.

I applaud Colleyville's massive investment in traffic circles, sidewalks, and road widening.

However, any suggestion to relocate the development's ingress or egress to McDonwell School Road East would require demolition, road widening, utility replacement and many other capital improvements that have already been put in place on Westcoat Drive.

McDonwell School Road East is a blacktopped farm road with large Oak trees lined by homes built in the 1980s and no sidewalks.

On a personal note, any renovation to build an entrance or exit would be less than 200 feet from my front door, through a good portion of my front yard.

My wife & I arguably have the most to lose if the entrance is move to the East side.

If the roles were reversed, I would NEVER suggest a developer plow through a fellow resident's front yard to avoid a few extra cars per day while attempting to make a right or left hand turn out of a community.

I support Case ZC22-020 as proposed with ingress and egress on Westcoat Drive.

I appreciate your attention and look forward to the discussion on July 19th.

Thank you for your service to Colleyville.

Sincerely,

Thomas Hughes

411 McDonwell School Road

3908 Allendale Street

Ben Bryner

To: Jerry Ducaj
Subject: RE: Greystone meeting

From: Heidi Hughes < >

Sent: Thursday, July 7, 2022 11:35 PM

To: Jerry Ducaj <JDucaj@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; Brandi Elder <BElder@colleyville.com>; George Bond <GBond@colleyville.com>; George Dodson <GDodson@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>; Callie Rigney <CRigney@colleyville.com>
Subject: Greystone meeting

Greetings!

My name is Heidi Hughes, and I am writing on behalf of the residents who live on the East side of the newly proposed PUD, Greystone Manor. As I'm sure you are aware, there are twenty households who have signed a letter in support of the development, and we plan to be at the council meeting on July 19th to share our thoughts about why it's critical we get this right.

We are in a unique situation because this development has the potential to adversely affect our households and property values, most specifically, the homes on McDonwell School Rd. E.

Unlike other communities to the north, where the Greystone entrance is currently designed 1100+ feet from their STREET, that same entrance, if put on the East, would be around 200 feet from our FRONT DOOR. It's essential to make that distinction. Further, I believe the developer Mr. Makus, will also tell you how creating the entrance from the East would be a mistake.

I also believe that in a low-density community like Greystone, people on the west side and north of the traffic circle would not even notice a difference in traffic. The number of additional cars simply wouldn't be great enough. Comparatively, the homes on the east would see a substantial change, as the Greystone entry and traffic would literally be out our front windows.

Communities like Westmont and Oakbrook will see their property values go up with Greystone Manor down the street from them. In contrast, if there is an East entry, the property values on McDonwell School Rd. will undoubtedly go down.

We see this PUD as an opportunity to do something wonderful on that land. If we let this pass us by, and a high-end developer like Kosse Maykus walks away, we must prepare ourselves for what comes next. I personally know that Julianna Garrison spends 1M+ a year in taxes and maintenance on empty land. It is not sustainable, or smart for her to continue paying high dollar amounts to provide neighboring homes a great view out their back windows.

We understand that there will be city staff and some council members meeting with our northern neighbors on July 11th to discuss concerns and answer questions from residents. Are households from the east able to attend that meeting or would you prefer to meet with us separately?

We value our community and respect our neighbors. We all want what's best for Colleyville and look forward to sharing our thoughts and concerns with you.

Thank you,
Heidi Hughes
411 McDonwell School Rd. E.

Ben Bryner

Subject: RE: Support for Greystone Manor as presented

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

From: Lisa Panno < >

Sent: Monday, August 1, 2022 4:01 PM

To: Jerry Ducay <JDucay@colleyville.com>

Subject: Support for Greystone Manor as presented

I support Kosse Maykus's proposed layout for Greystone Manor as presented. Kosse is a quality Developer with a following of the finest Homebuilders in Northeast Tarrant County. Colleyville should be proud to have Kosse develop Greystone Manor in Colleyville. Again I support Kosse's proposal for Greystone Manor.

Sincerely,

Lisa Panno

101 Bartram Lane

Colleyville Tx

Ben Bryner

Subject: RE: Support for Greystone Manor

From: Christie Panno < >

Sent: Tuesday, August 2, 2022 6:12 AM

To: Jerry Duca <JDuca@colleyville.com>

Subject: Support for Greystone Manor

Mr. Duca,

I am writing to express my support of Kosse and Eason Maykus' proposed layout for Greystone Manor as presented. The Maykus family has shown themselves to be a quality developer and builder. I have seen their developments attract some of the highest quality custom home builders in the area.

I appreciate that the plan as proposed allows for various lot sizes that provide a gradient between the disparate lot sizes adjacent to the subject tract of land and the potential for different size lots and homes in a single planned development. I believe the City of Colleyville would be lucky to host the next Maykus development and custom homebuilders it will attract.

Sincerely,

Christie Panno
121 Bartram Lane
Colleyville, TX

Ben Bryner

Subject: RE: Greystone Manor Letter of Support

From: Ryan Panno < >

Sent: Monday, August 1, 2022 5:13 PM

To: Jerry Ducay <JDucay@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>

Subject: Greystone Manor Letter of Support

Mr. Ducay and Mayor Lindamood,

I am writing to express my support of Kosse and Eason Maykus' proposed layout for Greystone Manor as presented. The Maykus family has been in the area for a long time as a quality developer and builder. Their developments attract some of the highest quality custom home builders in the area.

I prefer to see some concessions made for strict density ordinances to attract quality custom homes that Colleyville families will be proud to own instead of a potential straight zoning proposal likely to be submitted by a larger national home builder. I appreciate that the plan as proposed allows for various lot sizes that provide a gradient between the disparate lot sizes adjacent to the subject tract of land and the potential for different size lots and homes in a single planned development. I believe the City of Colleyville would be lucky to host the next Maykus development and custom homebuilders it will attract.

Sincerely,
Ryan Panno

Ben Bryner

Subject: RE: Greystone Manor Letter of support

From: Gary Panno < >

Sent: Monday, August 1, 2022 3:37 PM

To: Jerry Duca <JDuca@colleyville.com>

Subject: Greystone Manor Letter of support

Jerry,

I totally support the proposed layout/neighborhood for Greystone Manor as presented by Kosse Maykus. Kosse's neighborhoods have superior layouts and attract the finest Home Builders in Northeast Tarrant County. Colleyville should be honored to have Kosse and his team develop Greystone Manor as presented.

Sincerely

Gary Panno

101 Bartram Lane

Colleyville Tx

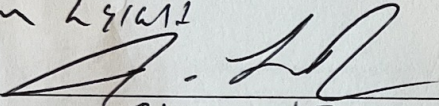
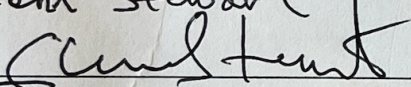
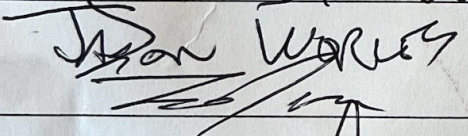
NOTICE OF SUPPORT FOR ZONING AND PUD

Zoning Case: ZC22-020

An application has been filed for consideration of a zoning change to allow for the development of Greystone Manor, a Planned Unit Development within the City of Colleyville.

As nearby property owners affected by the proposed development, the undersigned do hereby **SUPPORT** the request, and ask that the city grant the zoning change and approve the Greystone Manor development IN ITS CURRENT AND ORIGINAL design. We reserve the right to withdraw support if key and substantial design elements change, including points of ingress and egress.

Thank you.

Name / Signature	Address
Jim L. L. L. 	6501 Pleasant Rd Colleyville, TX
Glenn Stewart 	6408 Cutter Ridge Court Colleyville, TX 76034
 Don Worley	6401 CUTTER RIDGE CT. COLLEYVILLE, TX 76034
Ted & Laura Powell	6501 Cutter Ridge Ct 76034
Zac Adkins	6505 Cutter Ridge Ct 76034
Sophia Presley	503 Field St 76034 Colleyville, TX
Drew & Stephanie Byrd	6402 Cutter Ridge Ct, 76034

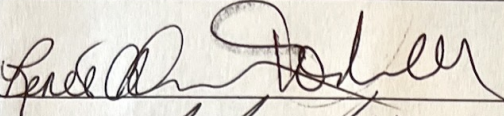
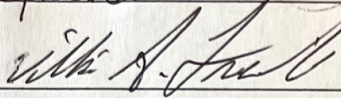
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NOTICE OF SUPPORT FOR ZONING AND PUD CONTINUED

Case: ZC22-020

Name/Signature

Address

	6404 CUTTER Ridge CT, Colleyville 76034
 WILLIAM FREDERICK	6541 CUTTER RIDGE CT. COLLEYVILLE, TX 76034

NOTICE OF SUPPORT FOR ZONING AND PUD

Zoning Case: ZC22-020

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As nearby property owners affected by the proposed development, the undersigned do hereby **SUPPORT** the request, and ask that the city grant the zoning change and approve the Greystone Manor development with the original design of ingress/egress to the **WEST**.

Thank you.

Name / Signature

Address

Jennifer Denne <i>Jennifer Denne</i>	6409 Meade Dr. Colleyville, TX 76034
ROBERT BOFINGER <i>RB</i>	1109 GUADALUPE CT. COLLEYVILLE, TX 76034
Amy Farish <i>Amy Farish</i>	900 Bogart Drive Colleyville, TX 76034
Floyd Godfrey <i>Floyd Godfrey</i>	5908 Pleasant Run Rd Colleyville, TX 76034
<i>unknown SA</i>	6700 Pleasant Run Rd, Colleyville, TX, 76034
DAVID SCOTT <i>DAVID SCOTT</i>	6704 PLEASANT Run Rd COLLEYVILLE TX 76034
Shirley Abeyta <i>Shirley Abeyta</i>	6908 Pleasant Run Rd. 317 Colleyville, TX 76034 320- 63
TERESA Anderson <i>TERESA Anderson</i>	1601 Heathermore Colleyville, TX 76034

NOTICE OF SUPPORT FOR ZONING AND PUD CONTINUED

Case: ZC22-020

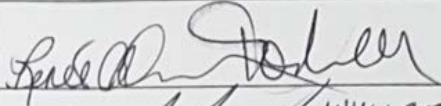
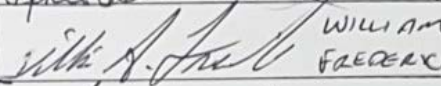
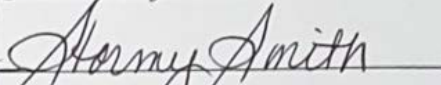
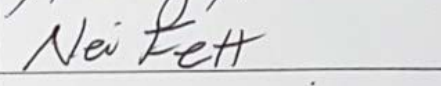
Name/Signature

Address

Gerald Usrey <i>Gerald Usrey</i>	1008 Tinker Rd. Colleyville TX 76034
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NOTICE OF SUPPORT FOR ZONING AND PUD CONTINUED

Case: ZC22-020

Name/Signature	Address	
	6404 CUTTER Ridge CT, Colleyville 76034	
 WILLIAM FREDERICK	6541 CUTTER RIDGE CT. COLLEYVILLE, TX 76034	
7/31/22  Army Smith	4604 Meade Dr 76034	*NO
 Neil Felt	6604 Meade Dr 76034	*NO

NOTICE OF SUPPORT FOR ZONING AND PUD

Zoning Case: ZC22-020

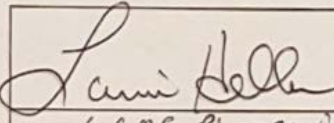
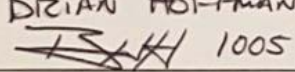
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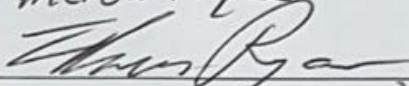
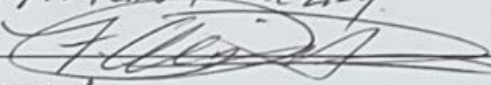
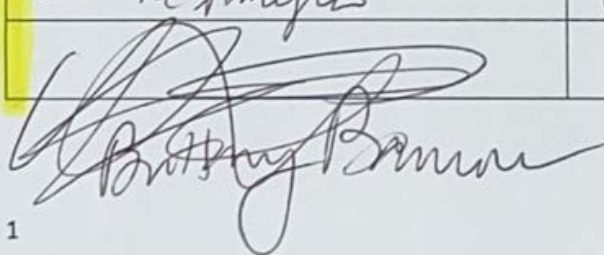
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Thank you.

Name / Signature

Address

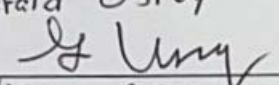
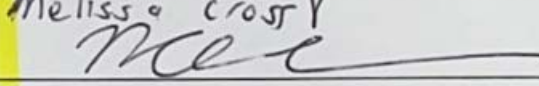
 6909 PLEASANT RIDGE	LHellerMAN@GMAIL.COM
BRIAN HOFFMANN  1005 TINKER RD	B.HOFF@BARRHOFF.COM

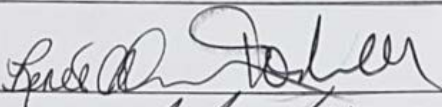
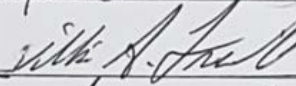
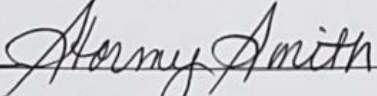
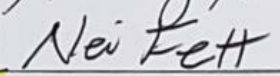
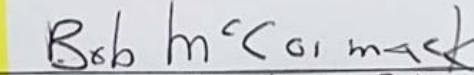
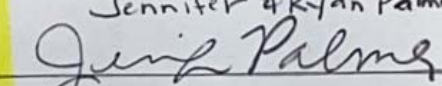
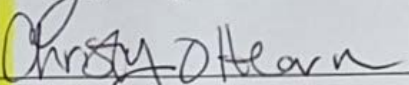
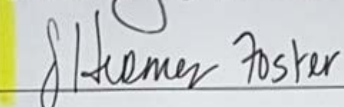
Name / Signature	Address
Theron Ragan 	204 BANDIT TRL. Colleyville TX 76034
CINDY RAGAN Cindy Ragan	204. BANDIT TRL. Colleyville TX 76034
Dave Phillips 	7300 Vanguard Ct. Colleyville, TX. 76034
Anna Phillips Anna Phillips	7300 Vanguard Ct. Colleyville, TX. 76034
F. Alan Pickering 	2208 Overland Tr Colleyville TX 76034
Brooke Smyth	308 Chestnut Bend Colleyville, TX 76034
	5602 Ponderosa St Colleyville, TX 76034

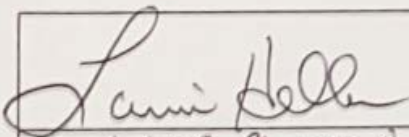
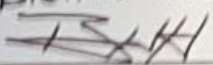
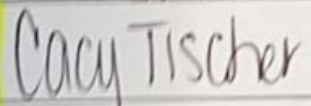
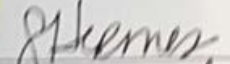
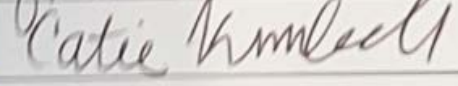
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NOTICE OF SUPPORT FOR ZONING AND PUD CONTINUED

Case: ZC22-020

Name/Signature	Address
Gerald Osrey 	1008 Tinker Rd. Colleyville TX 76034
Melissa Cross 	2309 Woodman Ln Colleyville TX 76034

Name/Signature	Address
	6404 CUTTER Ridge CT, Colleyville 76034
 WILLIAM FREDERICK	6541 CUTTER RIDGE CT. COLLEYVILLE, TX 76034
7/31/22  Army Smith	4604 Meade Dr 76034 *NO
 Neil Felt	6604 Meade Dr 76034 *NO
 Bob McCormack	6809 Pleasant Run
Jennifer & Ryan Palmer	6500 Caldwell Hughes Rd Colleyville, TX 76034
 Julie Palmer	4200 Chestnut Dr Colleyville, TX 76034
 Christy O'Hearn	1109 Vanguard Ct Colleyville, TX 76034
 J. Homer Foster	

Name / Signature	Address
 Lanni Heller 6909 PLEASANT RUN	LHellerMAN@GMAIL.COM
BRIAN HOFFMANN  1005 TINKER RD	B.HOFF@BARRHOFF.COM
 Cacy Tischer	6813 Pleasant Run Rd.
 Chad Markle	103 Adams Ct, Colleyville
 J. Kerner	7109 Vanguard Ct Colleyville, TX 76034
 Katie Hummel	1201 Vanguard CT Colleyville TX

NOTICE OF SUPPORT FOR ZONING AND PUD CONTINUED

Case: ZC22-020

Name/Signature

Address

Michelle Terry <i>Michelle Terry</i>	4302 Chrismac Way Colleyville Tx 76034
Micaly Terry <i>Micaly Terry</i>	4302 Chrismac Way Colleyville TX 76034
MICHAEL BURKHAM <i>Michael Burkham</i>	6604 Pleasant Run Rd. Colleyville, TX 76034
Ted Beneski <i>Ted W. Beneski</i>	6405 Cutter Ridge Ct. Colleyville, TX 76034
Laurie Beneski <i>Laurie Beneski</i>	6405 Cutter Ridge Ct. Colleyville, TX 76034
Elizabeth Thompson <i>Elizabeth A. Thompson</i>	3908 Alendale St. Colleyville, TX 76034

NOTICE OF SUPPORT FOR ZONING AND PUD

Zoning Case: ZC22-020

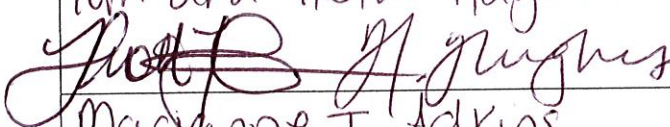
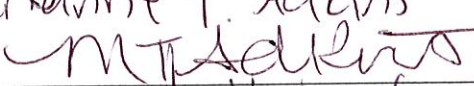
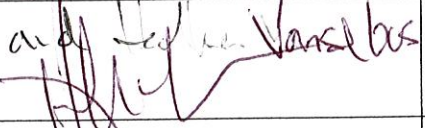
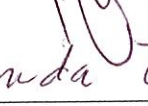
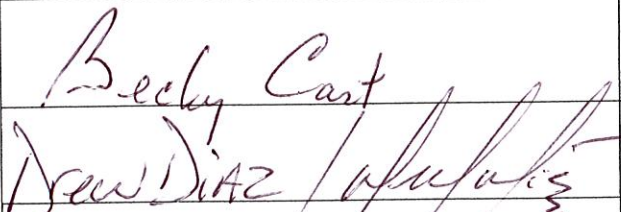
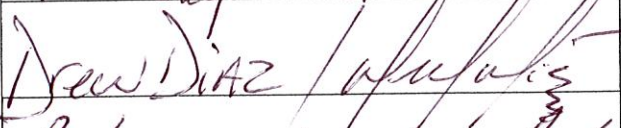
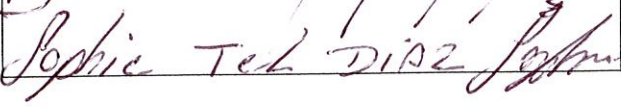
An application has been filed for consideration of a zoning change to allow for the development of Greystone Manor, a Planned Unit Development within the City of Colleyville.

As nearby property owners affected by the proposed development, the undersigned do hereby **SUPPORT** the request, and ask that the city grant the zoning change and approve the Greystone Manor development IN ITS CURRENT AND ORIGINAL design. We reserve the right to withdraw support if key and substantial design elements change, including points of ingress and egress.

Thank you.

Name / Signature

Address

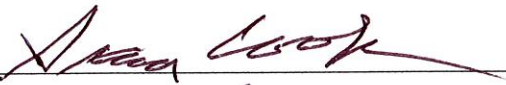
Tom and Heidi Hughes 	411 McDONWELL School Rd. Colleyville
Marianne T. Adkins 	6505 Cutter Ridge Ct
Jeremy and Teri Vaseles 	6412 Cutter Ridge Cr Colleyville, TX
Malinda Warden 	508 McDONWELL School Rd Colleyville
Beeley Cast 	504 McDONWELL School Rd. Colleyville
Drew Diaz / 	6466 Cutter Ridge Ct. Colleyville, TX 76034
Lophie Tel Diaz 	6406 Cutter Ridge Ct.

NOTICE OF SUPPORT FOR ZONING AND PUD CONTINUED

Case: ZC22-020

Name/Signature

Address

	6508 Pleasant Run Collegeville, TX 76034
 CHRIS CANTAMELLA	6600 PLEASANT RUN CR COLLEGEVILLE, TX 76034
A Better Place, LLC 	4411 McDowell School Road
Barbara Cook	6500 Cutter Ridge Court
 Anna Cook	" " "
Bryan + Lauren Grant	6504 Cutter Ridge Ct
Orly + Eliy Alcantar	6403 Cutter Ridge Ct
John Campbell	501 McDowell School Rd

RICHARD J. REMLEY
6803 FALLBROOK CT.
COLLEYVILLE, TX 76034

September 26, 2022

Mr. Jerry Ducay
City Manager
City of Colleyville
100 Main Street
Colleyville, TX 76034

RE: Greystone Manor
PUD-R Application
Case No. ZC22-020

Dear Mr. Ducay:

I am writing with respect to the proposed Greystone Manor Planned Unit Development ("PUD-R") application, as revised effective September 19, 2022. I believe this is Case No. ZC22-020. Please have this letter distributed to the Mayor and City Council members in anticipation of the October 3, 2022 City Council meeting. Also, please have it added to the record with respect to that meeting.

My wife, Valerie Jo, and I reside at and own 6803 Fallbrook Court, Colleyville, TX 76034. That is at the south end of the Oakbrook Hills subdivision's cul-de-sac. Oakbrook Hills, of course, borders Greystone Manor to the north. Our home is within the 200-foot "super majority" area described in Section 1.18.B.8 of the Colleyville Land Development Code ("LDC").

On July 19 and 22, 2022, I sent you emails registering our protest to the PUD-R application for purposes of LDC 1.18.B.8. Since then, we have had the opportunity to consider Greystone Manor in more depth, particularly the September 19, 2022 revised application. We do not believe the facts and applicable law support our continued opposition to the revised application.

The initial general consensus of Oakbrook Hills objections dealt with:

- Lot sizes, particularly those abutting houses on the south side of Stonington Lane. Intertwined with that was that there should be a buffer on the north Greystone Manor border.
- Drainage.
- Traffic, mediated by a second entrance via East McDonwell School Road.
- Common Open Space.
- PUD-R zoning so that the specifics of the development are incorporated in a City ordinance, making it enforceable by the City.

For us, the revised application satisfactorily addresses these. Thus, Valerie Jo and I are withdrawing our protest and indicating our current support for the September 19, 2022 revised PUD-R application.

Following are the reasons for our support in more detail.

1. Ranking Alternatives. Of course, the “best alternative” for Oakbrook Hills residents is for the Greystone Manor property to remain undeveloped. However, we neither own the property nor pay for its upkeep. Thus, we consider the chances of it remaining undeveloped to be remote and unrealistic. The question is not whether the Greystone Manor will be developed. It will be. Rather the question is when, by whom, and under what circumstances.

The next best choice is the revised PUD-R application (or one substantially similar). We have met with Mr. Maykus. We have driven around a few of his other developments -- of our choosing and by ourselves. We were quite impressed with his work -- as we are with the quality of the proposed Greystone Manor project. Valerie Jo has a background in real estate construction lending. We also believe it is best for Greystone Manor to be developed as a PUD-R so that its specifics are enforceable by the City under LDC Section 3.23.

The next best choice would be Mr. Maykus developing Greystone Manor consistent with his revised PUD-R application, but on the basis of “straight zoning”. In that case, however, the specifics would not be enforceable by the City, a considerable downside.

The worst choice would be for an unknown developer to step in -- with whatever delay and compromises he or she would bring. Also, if Mr. Maykus is unable to receive PUD-R approval, I very much doubt a new developer would even try anything but straight zoning. The odds of an inferior developer with loss of the specifics being enforceable by the City is significant. We also are not willing to ignore the impact of a potential development project indefinitely hanging over Oakbrook Hills. If Greystone Manor is to be developed, we believe sooner and expeditiously is in our best interest.

2. Mix of Lot Sizes. The revised application contains a mixture of twenty-three R-20, seven R-30, and nineteen R-40 lot sizes, resulting in about half of the PUD-R density threshold (.9 units/acre compared to 1.8 units/acre). See LDC Section 3.23.G. LDC Section 3.23.D contemplates that a PUD-R may include lots “grouped into clusters and may have a higher density than a conventional single family project of the same acreage ***.” (Emphasis added.)

R-20, R-30, and R-40 lot sizes reflect not only different price points in the new home market but also different segments of that market. Different potential customers are undoubtedly interested in different lot sizes. The proposed diversity in lot sizes makes perfect sense to us and is certainly contemplated by LDC Section 3.23.D. We believe it is in the best interest of the City to foster meeting those different segments of the market.

We recognize the concern over the now-seven R-20 lots abutting Stonington Lane. Yet, R-20 lots are very common in Colleyville. The abutting Stonington Lane lots are, in fact, R-15 lots. Elsewhere, where Oakbrook Hills residents have back yards facing each other, the respective lots are generally both R-20 lots. Most importantly, however, the revised PUD-R application provides for a 40-foot common open space buffer between Greystone Manor and the Oakbrook Hills homes on the south side of Stonington Lane. We believe that similar mediation was

accepted with respect to Oak Alley.

3. Drainage. Victor Dupuy, Valerie Jo, and I met with Larry Wright, Colleyville's City Engineer. He demonstrated that while part of Oakbrook Hills has significant drainage issues, it is with respect to the other properties to the east, not the Greystone Manor property to the south. He then demonstrated why the proposed Greystone Manor development would meet all legal drainage requirements.
4. Traffic. LDC Section 1.18.B governs amendment to either zoning regulations or the official City Zoning Map. Section 1.18.B.13, entitled Traffic Impact Analysis, provides:

When a proposed development is projected to generate more than 1000 vehicle trips per day, a traffic impact analysis shall be required with the rezoning request. The traffic impact analysis shall be prepared in accordance with the requirements of the Director of Public Services. The purpose of the traffic impact analysis is to determine the need for traffic mitigation measures which may include, but are not limited to, dedication of additional right-of-way, construction of turning lanes, or construction of traffic control facilities. (Emphasis added.)

The City Council requested Mr. Maykus to submit a traffic impact study. I have reviewed the draft version of the resultant August 2022 Traffic Impact Analysis. We assume at least the draft version of this document has been submitted to the City. It was prepared for Mr. Kosse by Jeff Whitacre, P.E., AICP, PTP of the Kimley-Horn engineering firm. ("Draft Kimley-Horn Traffic Impact Study"). It is up to the Council to determine its credibility and whether it meets the requirements of the City Director of Public Services, but we assume both its credibility and satisfaction of those requirements until we hear to the contrary. It appears quite professional to us.

At the request of the City, the Draft Kimley-Horn Traffic Impact Study considered two scenarios. The first is a single Westcoat-only non-emergency entrance. The second is a Westcoat entrance plus an East McDonwell School Road entrance.

In either scenario, the Draft Kimley-Horn Traffic Impact Study estimates that the additional daily vehicle trips would be 519 (barely half that needed to even trigger a traffic impact study obligation under LDC Section 1.18B.13). See Draft Kimley-Horn Traffic Impact Study, Table 2, p. 5.

However, potential traffic impact from a developed Greystone Manor is really with respect to additional traffic over peak hours, not over the entire day. As to additional traffic over peak hours, the Draft Kimley-Horn Traffic Impact Study concluded at p. 14:

The Greystone Manor development in either scenario is anticipated to have little impact on the neighboring intersections, regardless of the driveway alternative implemented. (Emphasis added.)

Of course, it is up to the City to determine the credibility of that conclusion.

As to the impact of peak hour traffic impact of separate entrances on Westcoat and East McDonwell School Road, the Draft Kimley-Horn Traffic Impact Study concludes that it would “provide enhanced circulation and accessibility with the additional access to Pleasant Run Road and decreases the dependency on Westcoat Drive.” (Emphasis added.) Perhaps in response to this, the revised application now includes a second entrance off of East McDonwell School Road (residents only).

An Oakbrook Hills resident obtained three “Speed Summaries” from the Colleyville Police Department. They were conducted around the last Fourth of July. The three locations were:

- 7600 Westcoat (the intersection of Westcoat and John McCain),
- 6400 Westcoat (midway between West McDonwell School Road and White Drive), and
- 6700 Pleasant Run Road (near the Crown of Life Lutheran School and the soccer fields).

While these Speed Summaries do not measure the estimated traffic impact from Greystone Manor and the purpose of the Colleyville Police Department was obviously to just determine the traffic speed distribution, they do include “Total Traffic Counts”. However, those Total Traffic Counts are counted on the basis of an aggregation of non-uniform one-hour samples on seven consecutive days. Nevertheless, they arguably infer that there is more total daily traffic on Westcoat than Pleasant Run and, by further inference, more traffic during peak hours. However, while this arguably has some relevance with respect to traffic mitigation issues (depending upon the magnitude of the estimated Greystone Manor peak hour additional traffic), the issue has been preempted by the revised application including an East McDonwell School Road entrance (residents only).

It has been asserted that an East McDonwell School Road entrance is inappropriate because it is classified as a “local street” while Westcoat is classified as a “major collector” road. However, Stonington Lane is also classified as a local street, but it still serves as the sole conduit to a major collector road for 48 houses (23 if you exclude the Stonington Lane houses). Half of the currently proposed 49 Greystone Manor lots is 24.5. Thus, we do not believe that East McDonwell School Road’s burden in serving as a one of two conduits for a 49-lot development to a major collector road is either unusual or unreasonable.

5. Common Open Space. LDC Section 3.23.A defines the purpose of PUDs as providing

for greater flexibility and discretion in the approval of residential *** projects that are superior to what could be accomplished in other zoning districts through the use of increased open spaces, greenbelts, or by providing enhanced amenities or features within the development that will be of special benefit to the property owners or to the community. (Emphasis added.)

Procedurally, PUDs are approved by the Council by ordinances which constitute an amendment to the LDC and the Official Zoning Map. Most importantly, such ordinances include the project’s details, which then become enforceable by the City. See LDC Section 3.23.B.

As referenced above, LDC Section 3.23.D then describes the PUD residential classification ("PUD-R") and emphasizes that the flexibility in exchange for common open space may include groupings of lots resulting in overall higher densities, i.e. smaller lots. It specifically provides:

Planned developments containing primary residential dwelling units, which may be grouped into clusters and may have a higher density than a conventional single family project of the same acreage ***. (Emphasis added.)

Thus, LDC Section 3.23.D clearly anticipates a mixture of lot sizes in a PUD-R even if it results in some smaller lots.

LDC Section 3.23.H.1 then provides that no less than 20% of the gross residential project area "shall" be common open space. "Shall" is defined as mandatory in LDC Section 2.4.5.

Common open space basically must be for general use and owned by either the HOA or the City. It cannot include roads. LDC Section 3.23.H. No more than 25% of it, however, can be open space used for "storm water detention or retention". LDC Section 3.23.H.2.b. Thus, for every acre increase in common open space, 75% of it must essentially come from existing planned residential lots.

The revised application provides that the residential gross acreage is 49.84 acres with only 6.59 of such acres (13.23%) being common open space. Of that 6.54 acres, 4.94 acres is not attributable to storm water detention or retention (75% of 6.54 acres). That clearly does not satisfy the 20% requirement.

Reaching the 20% requirement would require an additional 3.38 acres, of which 2.53 acres could not be from storm water detention or retention (75% of 3.38 acres).¹ That is the equivalent of 5.51 lots of exactly 20,000 square feet.

Thus, the issue for us is whether the City has the discretion and inclination to waive the additional 2.53 acres of common open space not attributable to storm water detention or retention, permitting it to be used for lots.

We believe the City has that discretion and that it would be in the best interest of the City to exercise it.

As to the existence of discretion, LDC Section 1.12 provides:

Any person seeking approval of a development as required by this Land Development Code may request a waiver or a variance from a requirement contained in this Code *** by submitting a request using the procedures described in this Chapter. (Emphasis added.)

With respect to the City Council, the accompanying table to that section refers to LDC Section 1.13. LDC Section 1.13.A then provides:

Where specifically provided in this Land Development Code, the City Council shall have authority to consider requests for a waiver ***. The City Council may approve,

¹ There is no shortage of open space used for storm water detention or retention.

disapprove, or modify such a request provided that such approval or modification will not be detrimental to the public safety, health, or welfare or injurious to other property. The applicant shall provide information to support a claim that there are extraordinary hardships or practical difficulties which may result from strict compliance with the regulations or that the public interest will be better served by an alternative proposal. (Emphasis added.)

CLE Section 3.23.K.c then provides:

Modification of a PUD requirement – City Council may approve a proposal for a Planned Unit Development that includes a provision which modifies any requirement contained in these Planned Unit Development regulations. (Emphasis added.)

At the September 19, 2022 hearing, Mr. Maykus stated that the Council has approved other PUD-R applications with less than 20% common open space. If so, it would be consistent with the discretion described above.

Mr. Maykus has indicated to the Council that he is unwilling to devote additional acreage to common open space in order to meet the 20% requirement, i.e. 2.53 acres from existing lots. We believe he would need to clarify why the 20% requirement would cause the Greystone Manor project “extraordinary hardship or practical difficulty”.

However, LDC Section 1.13.A also refers to the “public interest” as a separate and independent ground for granting a waiver. Mr. Maykus has indicated to the Council that insistence on his meeting the 20% requirement would result in his changing the application to one for straight zoning – where we would lose the City’s ability to enforce the details of the project through an ordinance. Conceivably, he could even abandon the project -- to be replaced by delay and a replacement developer of unknown quality (who quite likely would also pursue only straight zoning). All this where the impact on others (e.g. traffic, drainage, etc.) with respect to 2.53 acres (essentially the equivalent of 5 R-20 in a 49.83 acre proposed development) seems very immaterial.

Thus, clearly in our view, the “public interest will be better served” (in fact far better served) by the Council exercising its discretion to reduce the common open space requirement in this case from 20% to 13.23%. The retention of the City’s right to enforce the details of the project simply far outweighs the impact of a loss of 2.53 acres of common open space in a project of this scale.

Very truly yours,



RICHARD J. REMLEY

Ben Bryner

Subject: RE: Greystone Manor

From: Jody Short <>
Sent: Tuesday, July 19, 2022 4:14 PM
To: Ben Bryner <BBryner@colleyville.com>
Subject: Greystone Manor

Ben,

Hope you are doing well. I wanted to pass along a few thoughts on the proposed Greystone Manor development.

While the current thoroughfare plan does not include the extension of McDonwell School Road from Westcoat to Pleasant Run, providing a connection would benefit many residents in Northwest Colleyville by providing traffic relief to John McCain Road and the White/Shelton route to Pleasant Run.

At the very least, a pedestrian/bike connection should be provided that would allow new residents of Greystone Manor and residents along the McDonwell School Road corridor to access the soccer complex, CES and other uses along Pleasant Run via a more direct routing.

Thank you for your consideration and for passing this along to the city council.

Jody Short
7703 Jefferson

Dakari Hill

From: Ben Bryner
Sent: Monday, June 13, 2022 8:07 AM
To: Dakari Hill
Subject: FW: Greystone Manor

And another...

From: Mallie Story <[REDACTED]>
Sent: Sunday, June 12, 2022 12:53 PM
To: Ben Bryner <BBryner@colleyville.com>; Jackie Reyff <JReyff@colleyville.com>
Subject: Greystone Manor

Hi all,

We are in full support of the Greystone Manor development done by Maykus. My husband and I purchased our first home here in Colleyville in 2018 and appreciate all of the work our city has done to make us continual fall further in love. The previous projects in the community that Maykus' has done have only added value and beauty to our city. We hope to be new residents in the Greystone Manor development.

Mallie and Trevor Story

Ben Bryner

Subject: RE: Greystone

From: Chris Strittmatter < >
Sent: Thursday, July 28, 2022 3:12 AM
To: Jerry Ducay <JDucay@colleyville.com>
Subject: Greystone

Mr. Ducay,

Please see attached letter.

Thank you
Chris Strittmatter

July 27, 2022

Jerry Ducay
City Manager
City of Colleyville

Dear Mr. Ducay

I am writing to you as a 20 plus year resident of Colleyville and more specifically as a resident of the Villas of Colleyville located off McDonwell School Rd.

Please accept this as a letter of full support for the new proposed subdivision on Westcoat, to be known as Greystone Manner and being developed by Maykus Homes and Neighborhoods.

The Maykus team has been known to me for over 20 years and the projects they have completed or have been involved with are well planned and provide great enhancement to the area. Two particular ones, Legacy and Legacy North are just a short walk down Lavaca from my home.

Over the years I have found the Maykus team to be very honest and upfront with information. Their homes and subdivision's are first class and are what a true custom builder/developer provide.

It is my opinion that Greystone Manner will only bring true custom homes to the area and compliment the surrounding subdivisions and homes.

As a citizen of Colleyville and nearby homeowner I welcome this addition of approximately 54 homes and the continued quality growth of our city.

Thank you,

Chris Strittmatter
6213 Cimmaron Trl.

Ben Bryner

Subject: RE: Greystone Manor Support

From: Brian Webb < >

Sent: Tuesday, August 2, 2022 7:37 AM

To: Jerry Ducay <JDucay@colleyville.com>

Subject: Greystone Manor Support

Dear Mr. Ducay:

I live in The Legacy in Colleyville with my family. It is my understanding that Mrs. Garrison is selling her land off of McDonwell School Road, and the property will be developed. If this property is going to be rezoned to residential, there is no better option than Maykus Custom Homes and Neighborhoods to develop that property. They are local, family owned, and have developed similar, spectacular neighborhoods in Colleyville. The Maykuses are honest, hard working, and they care about the community. We have been very happy with The Legacy and The Legacy North. The lots are good sized, the common spaces are nice, and the builders are top notch. We would be very disappointed to see an out of town national developer come in and be granted the rights to that property. The Greystone plans seem to call for 1/2-1 acre lots, which are in line with the current developments in the area. I know Maykuses would develop a great similar neighborhood with as few interruptions to the surrounding communities.

Thank you very much for passing along our support of Maykus as the developer of this property should it be rezoned residential. They will do a great job developing the property.

Sincerely,

Brian Webb
705 Legacy Trail
Colleyville, TX 76034

Ben Bryner

Subject: RE: Supporting Greystone Manor with NO Eastern Access

From: Williams, Tom G (BNSF) <>

Sent: Saturday, July 23, 2022 3:17 PM

To: Bobby Lindamood <BLindamood@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>

Cc: sherrylisawilliams

Subject: Supporting Greystone Manor with NO Eastern Access

Mayor Lindamood and City Manager Ducay –

My wife Sherry and I recently moved into our new home at 6900 Pleasant Run Rd. We are long-time Colleyville residents, having lived in Remington Park for several years prior to building here on Pleasant Run. We are very familiar with the property that will be developed into Greystone Manor – having driven and even walked back and forth so many times from our Remington Park house to our new homesite. I was just informed today that there is a push to have the access to that property be on the eastern side through to Pleasant Run, which I honestly would not have even thought was feasible given that the primary frontage to that property is on Westcoat.

I am sure many of my neighbors who share the property here along Pleasant Run have already weighed in, but am sending this to share our concern with this eastern access concept. While we are supportive of the development, we certainly would be very concerned if it pushed through to Pleasant Run.

Appreciate your hearing our concern.

Thank you and best regards,
Tom and Sherry Williams

Ben Bryner

Subject: RE: Greystone Manor Letter of Support

From: Bryan Yelverton < >

Sent: Tuesday, July 26, 2022 7:13 AM

To: Jerry Duway <JDucay@colleyville.com>

Subject: Greystone Manor Letter of Support

Mr. Duway -

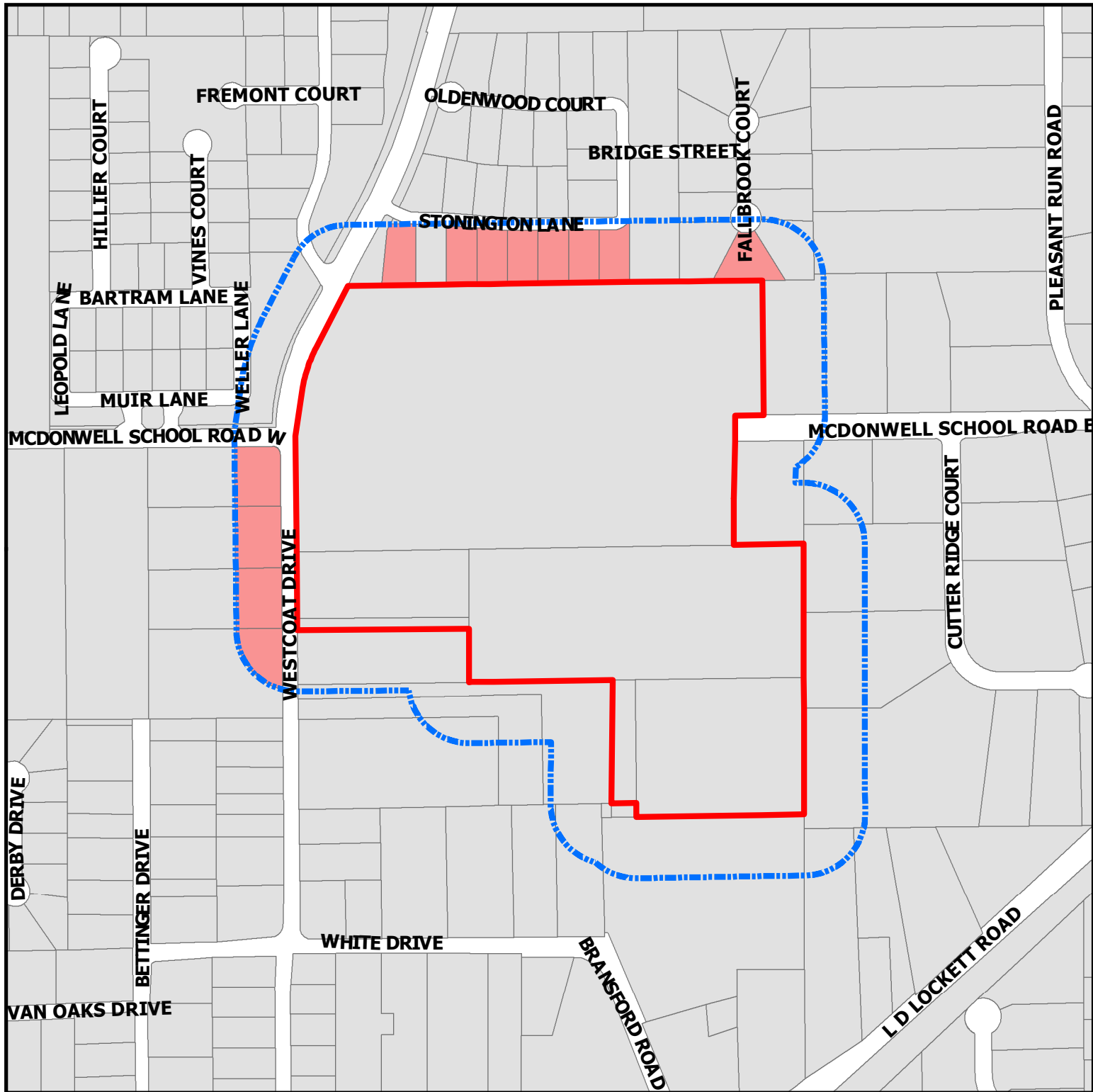
I am writing to to voice my support for the proposed Greystone Manor development. I am a resident at 708 Lyndsey Way, Colleyville Texas 76034 in the original Legacy Development. The property of interest, will undoubtedly, be developed and I would prefer a custom home builder with a proven track record in Colleyville rather than a National Home builder. The quality of homes built needs to be taken into account and, as evidence by The Legacy and The Legacy 2, these are quality built homes that will add value to the city of Colleyville.

Please approve proposed development.

Sincerely,

Bryan C. Yelverton MD, FASE
Partner, Arlington Division
US Anesthesia Partners (USAP)

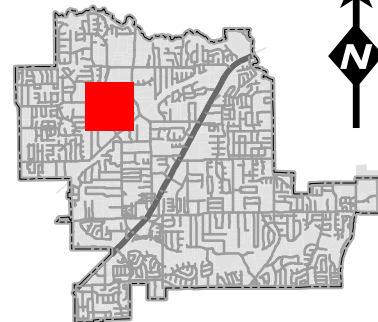
Opposition Map



ZC22-020
6605 Westcoat Drive

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.

-  200ft Buffer
-  Subject Property
-  Opposing



List of Opposing Properties

Situs Address	Owner's Name	Percentage of Area
6512 WESTCOAT DR	BRASWELL FAMILY TRUST	2.07%
6508 WESTCOAT DR	BRUNDAGE, JEFFREY	2.04%
109 MCDONWELL SCHOOL RD W	TAURUS HOLDINGS INC	1.99%
6800 FALLBROOK CT	BRUMMETT, CLAUDIA M EST	1.60%
6504 WESTCOAT DR	MERCER, LEE	1.55%
201 STONINGTON LN	WORKMAN, DAVID J	1.39%
209 STONINGTON LN	MOTKIN, IGOR	1.29%
213 STONINGTON LN	HANNO, GREGORY	1.22%
313 STONINGTON LN	GAGE, FREDDIE	1.20%
301 STONINGTON LN	MARKLE, CHAD	1.19%
305 STONINGTON LN	COBB, CHRISTOPHER	1.18%
309 STONINGTON LN	WILFRED J CAMERON REVOC TRUST	1.17%
Address Count	12	Total Percentage
		17.91%

ORDINANCE O-22-2211

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 59.47 ACRES TRACT 1B, ABSTRACT 1487, O C STURM SURVEY, TRACTS 2A01, 2A01B, 2A07A, AND 2A07A1, ABSTRACT 1748, JAMES E. WEATHERS SURVEY, LOTS 1 AND 1A, BLOCK 1, K BAR G ESTATES ADDITION, LOT 1A, BLOCK 1, WESTCOAT ESTATES, AND LOTS 1A2, 1B, AND 1C, BLOCK 1, HILLEY ADDITION, LOCATED AT 6401, 6405, 6409, 6417, 6501, 6507, AND 6605 WESTCOAT DRIVE FROM THE AG AGRICULTURAL AND RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICT TO THE PUD-R PLANNED UNIT DEVELOPMENT-RESIDENTIAL ZONING 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 under Case No. ZC22-020; 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 all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 59.47 acres, being Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, and Lots 1A2, 1B, And 1C, Block 1, Hilley Addition, located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive from the AG Agricultural and RE Single Family 'Estate' Residential zoning district to the PUD-R Planned Unit Development-Residential zoning district, as depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the official zoning map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is to allow for a single family residential development of detached dwelling units.
- b. The property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan, labeled as Exhibit "C", which shall not be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on Exhibit "C" to accommodate topographic, drainage, engineering design limitations or other conditions.
- b. The developer shall submit and receive approval from the City a Preliminary and Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

- a. Single family residences, detached; limited to no more than 56 lots as shown on the attached Development Plan.
- b. Common open space areas.

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single family detached residential lot requirements and setbacks shall comply with the following R-20 zoning district and subject to the following provisions:

- | | |
|----------------------------|--|
| a. Minimum Lot Size | 25 lots of 20,000 s.f. (average about 38,781 s.f.); nine lots of 30,000 s.f.; and 22 lots of 40,000 s.f. |
| b. Minimum Lot Width | 100 feet, measured at building setback line, except pie-shaped cul-de-sac lots 43-46, in which case the minimum shall be as shown on the Development Plan. |
| c. Front Building Line | 30 feet back of property line. |
| d. Side Building Line | 10 feet. |
| e. Rear Building Line | 25 feet. |
| f. Street-facing Side Yard | Side yard setbacks on the street side of a corner lot, fronting on another street, shall be 20', except for "key" lots which shall match the front setback of adjacent lots, as shown on the Development Plan. |
| g. Minimum House Size | 4,500 square feet. |

5. Open Space

- a. This development shall provide not less than 5.18% common open space, which shall generally be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the Homeowner's Association.

- b. All amenities within the open space areas shall be maintained by the Homeowner's Association.

6. SCREENING

- a. Perimeter fencing and screening shall be in compliance with the Wall/Fence Diagram included and shown on the Development Plan, labeled as Exhibit "C".
- b. Wood fencing between lots is not permitted. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots adjacent to a Common Open Space shall be open style fencing of decorative metal, and/or Masonry.
- c. Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning.

7. ARCHITECTURAL FEATURES

- a. The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco over CMU block) or other material solely determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable.
- b. Garage Standard – Minimum of a three-car garage with wood-like, architecturally enhanced doors.
- c. Minimum Roof Pitch – Minimum of a 10:12 roof pitch unless architecturally required to vary, based on home style.

- d. Windows – No aluminum windows allowed in the subdivision, only windows of higher quality and every efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.

8. OTHER

- a. A minimum of two (2) three-inch (3”) caliper trees shall be planted within the front yard of each lot by the homebuilder upon construction of a new home, unless quality existing trees are present and saved.
- b. Street Design Standards:
 - Right-Of-Way: Fifty feet (50’) (Undivided)
 - Travel Lane Width: Thirty-two, one half feet (32.5’), back of curb to back of curb
 - Turning Radii: Fifteen feet (15’)

- Sec. 5. 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. 6. 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. 7. 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. 8. 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. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of July 2022.

The second reading and public hearing being conducted on the 2nd day of August 2022.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 2ND DAY OF AUGUST 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

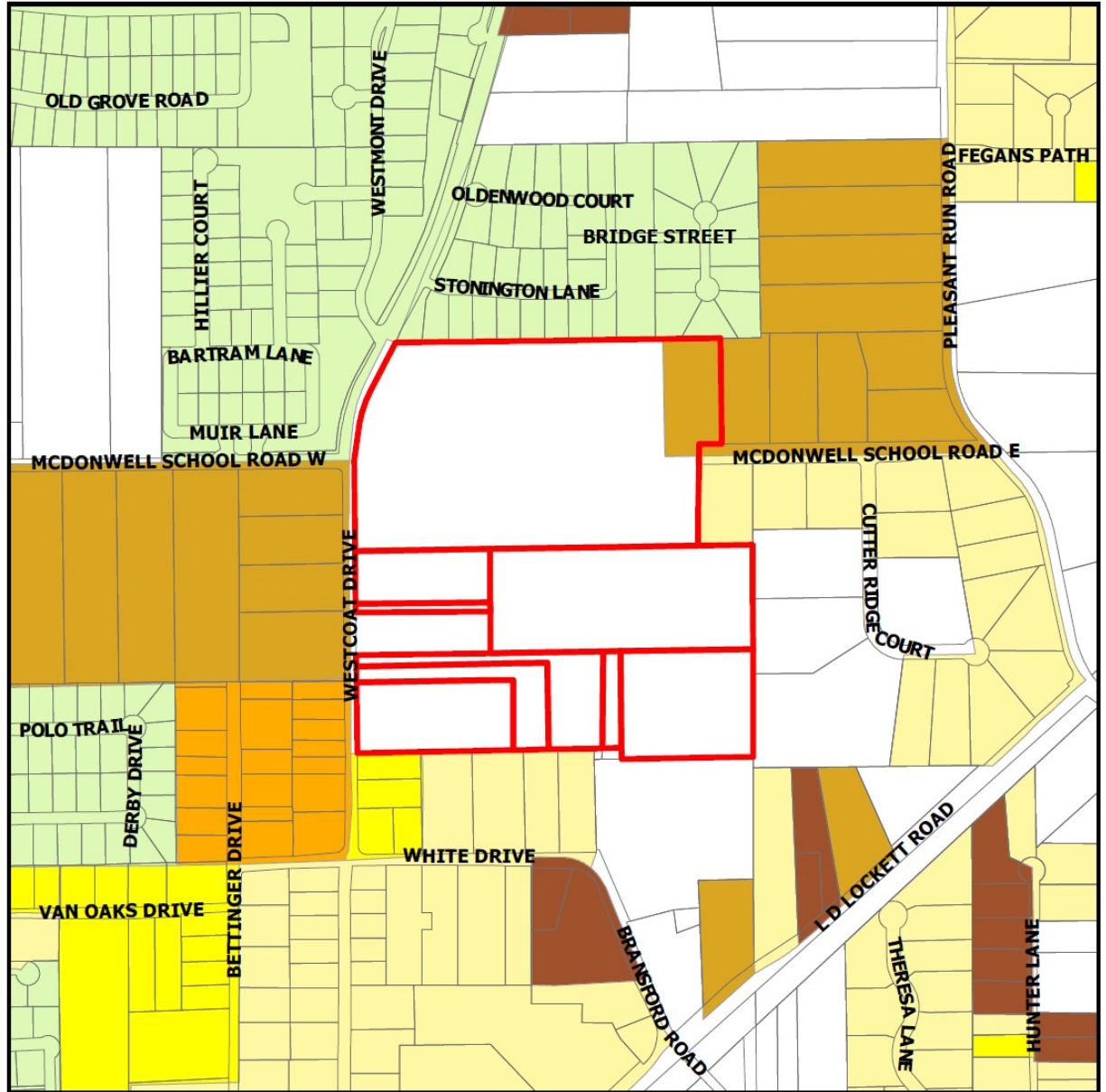


Exhibit "B" – Statement of Planning Objectives

Statement of Planning Objectives

Greystone Manor is a proposed residential neighborhood to be developed by Hat Creek Development, under the PUD-R Residential District regulations for residential development in the City of Colleyville. The 59.47 acre property is located on the east side of Westcoat Drive, just east of the new roundabout at the corner of Westcoat and McDonwell School Rd.

Adjacencies: The property is west of the acre+ lot Cutter Ridge neighborhood, south of the adjacent Oakbrook Hills neighborhood (a PUD-R of 16,500+ sf lots) and across Westcoat from "Westmont," (a PUD-R of 13,000-20,000+ sf lots)- north of McDonwell School Road, and multi acre lots south of McDonwell School Road. To the south of the property are also multi-acre lots.

The property is currently designated AG (Agriculture), so this would be the initial "development" zoning requested. The intent here is to rezone the entire property to PUD-R, unifying the property into one cohesive, master planned residential development of the highest quality. There are currently two occupied single-family homes on the consolidated properties that make up this proposal. The main home will be worked into the plan; the remaining structures will be removed.

The proposed plan responds to, and in many ways reflects the neighborhoods and properties we are adjacent to. Where we are adjacent to the PUD-R's to the north and northwest- composed primarily of 1/3 acre lots- we are proposing larger lots of 20,000 sf and up, and then transitioning, internally, to 30,000 sf lots, and then to 40,000 sf lots along the entire eastern and southern boundaries. The main home will be on a 9.6 acre lot, also along the southern boundary of the property. In summary, we have designed the project to be compatible and in harmony with our adjacent neighbors and to be consistent with the city's Future Land Use Plan. Overall density is 0.94 lots per acre.

Quality and compatibility with the adjacent residential, as well as the rest of Colleyville is essential, and we have designed this proposal with those goals in mind.

Access: To the east, the ROW of the existing McDonwell School Road extends to the edge of this property. In the past, McDonwell was shown on the Thoroughfare Plan as extending through this property to connect to where it currently intersects with Westcoat. Several years ago, the city removed this extension from the T-Plan, because of the sensitivity of nearby residents to through traffic. We intend to honor this decision, and- after speaking with some of those who would be affected- in fact are not even proposing a connection, on the east, to McDonwell. Fortunately, Westcoat Drive borders the property along the entire western edge, and we are proposing two entry access points

there- each several hundred feet to the north and the south of the fairly new roundabout built by the city at the Westcoat/ McDonwell School intersection. We feel that more subdued project entries away from the hustle and bustle of the- at times- heavily trafficked roundabout will be more conducive to the high quality, luxury home atmosphere we are hoping to create in Greystone Manor. In addition, we are proposing a bermed, heavily landscaped buffer along the Westcoat frontage. Internally, we are proposing a network of gently undulating streets, meant to invoke a peaceful, calming streetscape, highlighted by landscaped medians at each intersection, and inside the cul-de-sac turnaround at the SE corner.

The residences planned for Greystone Manor will be very upscale, with selling prices estimated to start at around \$2.5 million. Each home will be required to be architecturally authentic, and go through a rigorous design review process.

Greystone Manor will be proposed as a gated community with private streets. We propose to build the normal Colleyville street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project, except for the main divided entry road. The southern, gated entry will be the main resident, guest and delivery entry. The northern entry will be for residents only, and- early on- for construction traffic.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way, unless there are already existing trees there that are saved. We have worked with our closest neighboring homes, to the north, to provide a landscape buffer between the existing homes and the future home sites within Greystone Manor. We have included a detail of that buffer in our submittal.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. The property generally drains to the north, and there will be two ponds constructed along the northern boundary- in a landscaped setting, each of which will double as a storm detention facility, to the extent it is necessary.

To encourage pedestrian activity in the neighborhood, sidewalks will be built along the front of each lot.

The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Greystone Manor.

Development Plan

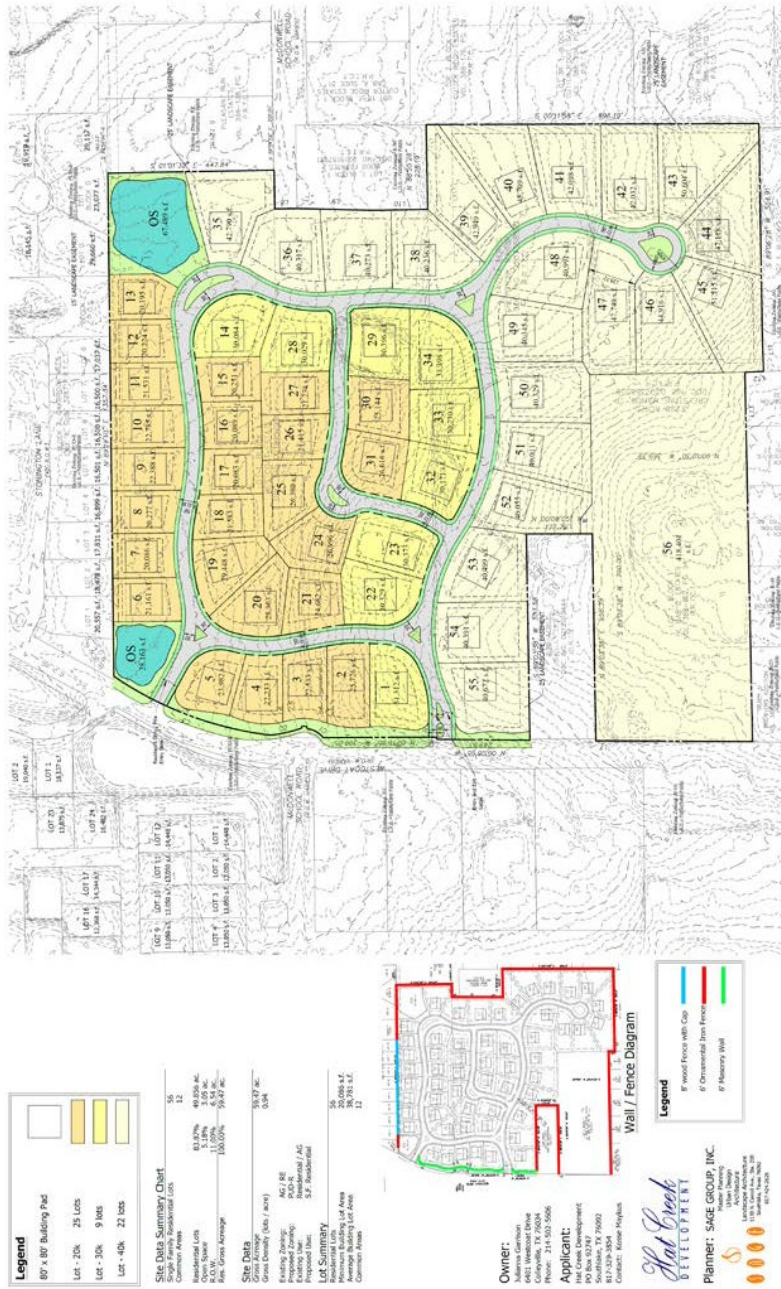
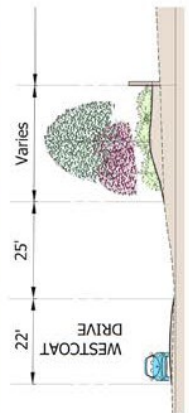


Exhibit "D" – Landscaping Plans



NOTE:
PLANTINGS AND BERMS ALONG FRONTAGE FOR SCREENING
PURPOSES



Planner: SAGE GROUP, INC.
25 APR 22



1" = 40'

Eastern Boundary Lots 35, 36 & 37
Landscape ~~Setback~~ Plantings

LANDSCAPE EASEMENT - 3'-0"
4" CAL. SHADE TREES ON LOTS 35, 36 AND 37 - LIVE OAKS
WITHIN REAL BUILDING SETBACK - 30' O.C.

Eastern Boundary Lots 39, 40 & 41
Landscape ~~Setback~~ Plantings

LANDSCAPE EASEMENT - 3'-0"
4" CAL. SHADE TREES ON LOTS 39, 40 AND 41 - LIVE OAKS WITHIN
REAL BUILDING SETBACK - 30' O.C.



Landscape Easement Plantings - EAST

Greystone Manor

10 MAY22

Colleyville, Tarrant County, Texas



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 10/3/2022

Number Resolution R-22-4774

Type Resolution

Department Community Development

Title

Consideration of a replat for Lots 1, 2, and 3, Block 1, McCrady Addition, being Lot 1, Block 1, Cecil Oaks and Lot 1, Block 1, Gotcher Addition, located at 5812 and 5816 Bransford Road, Case PC22-014

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Kathryn McCrady, the applicant, has submitted a request for a replat for Lots 1, 2, and 3, Block 1, McCrady Addition, being approximately 2.81 acres, and zoned R-20 Single Family Residential district. The purpose is to create three lots from two lots and allow for the construction of two new single family homes.

Existing Conditions/Background: The subject properties, 5812 and 5816 Bransford Road, reside on the west side of Bransford Road, south of the intersection with Shelton Drive. The subject properties have R-20 zoning and have two homes. The home on Lot 1 will remain. The home on Lot 2 will be demolished and a new single family home will be built. Lot 3 will accommodate a new home in the future.

Proposed Zoning: *Request*– The applicant requests to replat the property into three lots and maintain the R-20 zoning district. The minimum standards for the R-20 zoning district are as follows:

Minimum Lot Size	20,000 sf.	37, 652 SF	37,463 SF	43,551 SF
Minimum Lot Width	100 feet	±103 feet	±103 feet	±114 feet
Minimum Lot Depth	125 feet	±378 feet	±375 feet	±377 feet
Front Building Line	30 feet			
Side Building Line	10 feet			
Rear Building Line	25 feet			
Max. Lot Coverage	30%			
Max. Impervious Coverage	60%			

Analysis: The proposed Lots 1, 2, and 3 are compatible with the R-20 zoning district and meets the intent of the City's Comprehensive Master Plan.

Surrounding Development: The property to the north is zoned R-40 Single Family Residential district and is improved with a single family home. The properties to the south is zoned R-20 Single Family Residential district and is improved with a single family home. The properties to the east are zoned R-40 Single Family Residential and are improved with single family homes. The property to the west is zoned R-20 Single Family Residential and are unimproved.

Plat Status: The property is identified as Lot 1, Block 1, Cecil Oaks and Lot 1, Block 1, Gotcher Addition.

DRC Review: The DRC met on August 22, 2022 and offered the following comments to the applicant:

1. Rename the Plat to a Replat.
2. Provide 16' easements along the side and rear property lines.
3. Remove the staff signature block and replace with the Planning and Zoning Commission and City Council signature blocks.
4. Prior to recordation of the replat the easement abandonment document along with the utility signatures is required.

The applicant provided an updated exhibit on August 25, 2022, which adjusted the easements.

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.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the replat at their September 12, 2022 meeting by a vote of 4-0.

Financial Impact

There is no financial impact to the City.

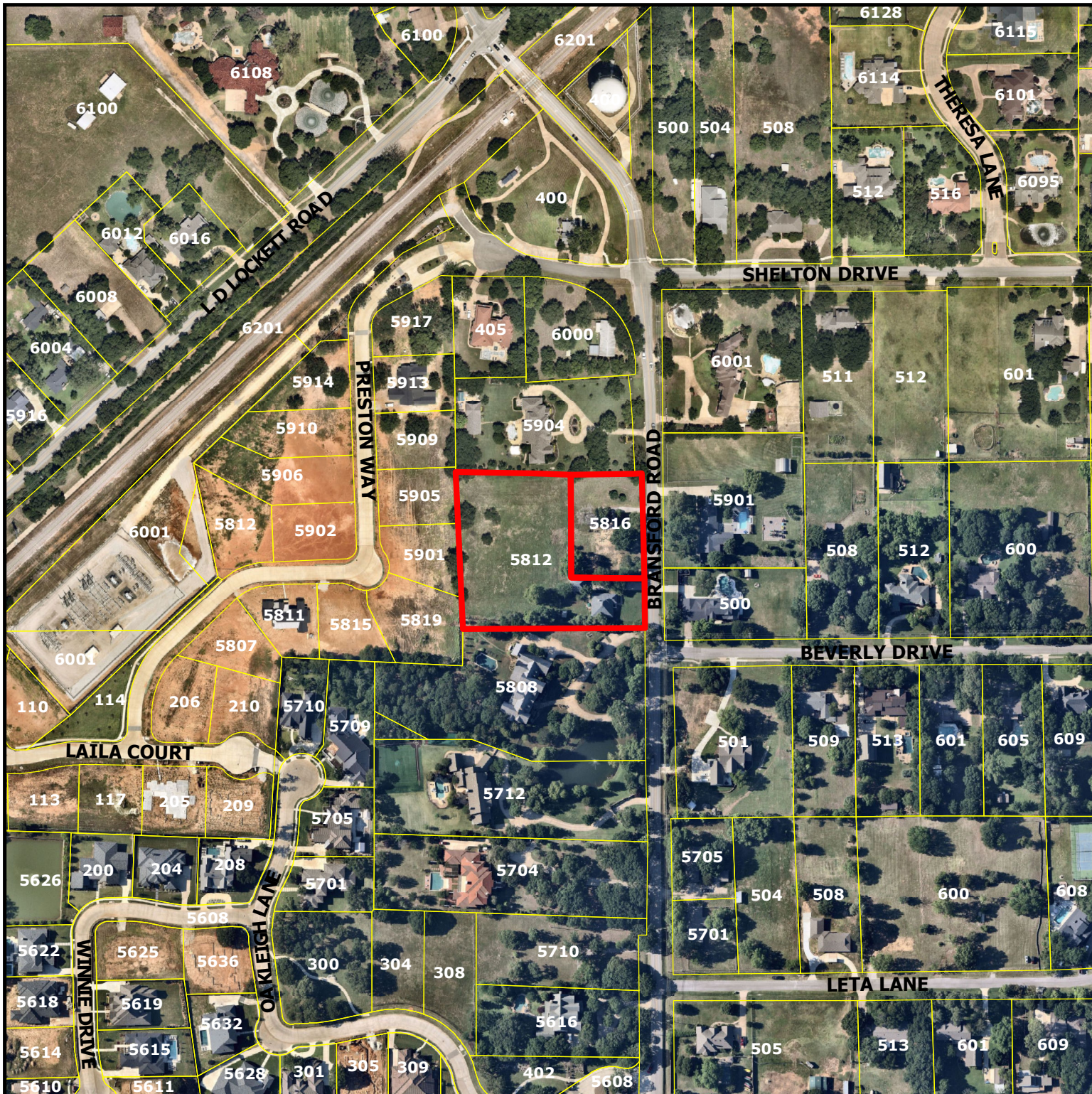
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Replat
5. Notification Map
6. Notification Letter
7. Notification List
8. Resolution R-22-4774

Aerial Map



PC22-014

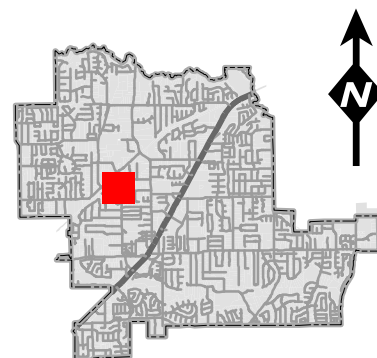
5812 & 5816 Bransford Road

DISCLAIMER:

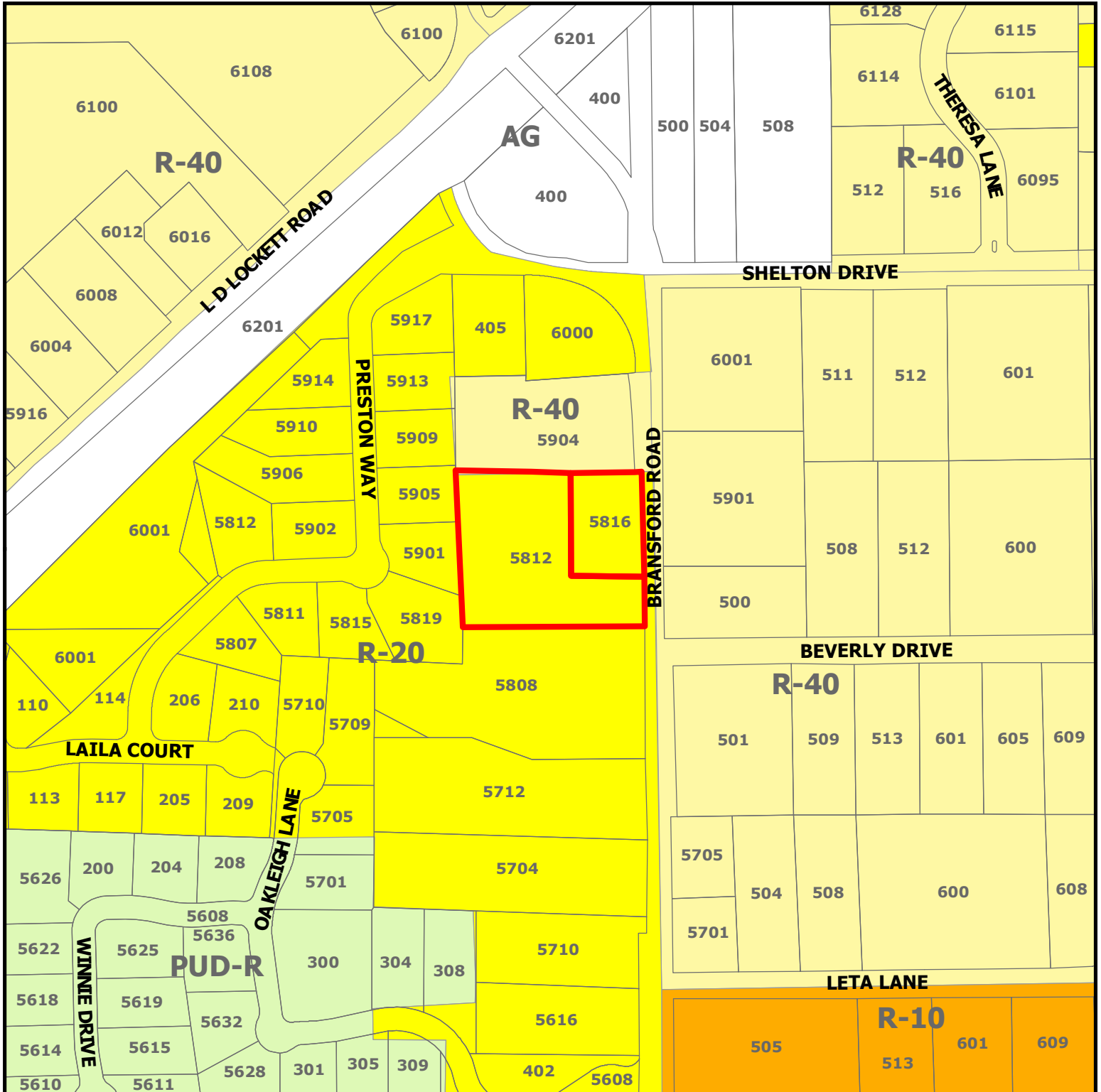
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Subject Property



Zoning Map



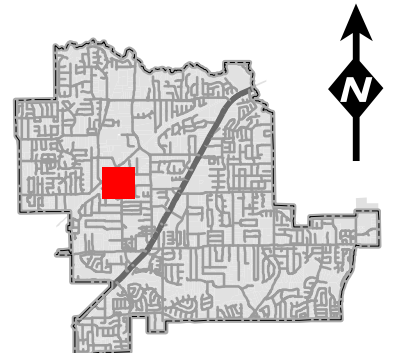
PC22-014

5812 & 5816 Bransford Road

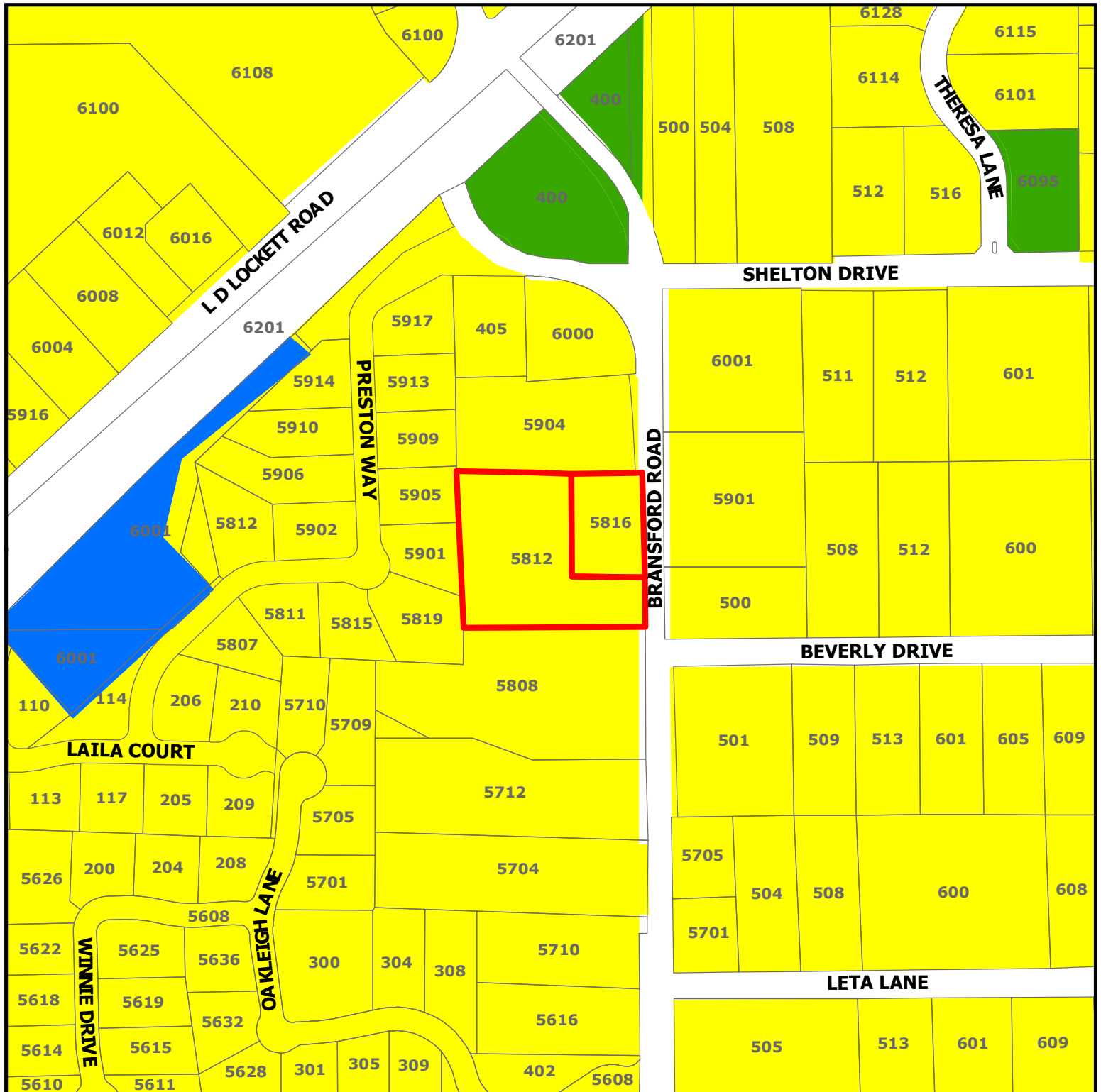
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Subject Property



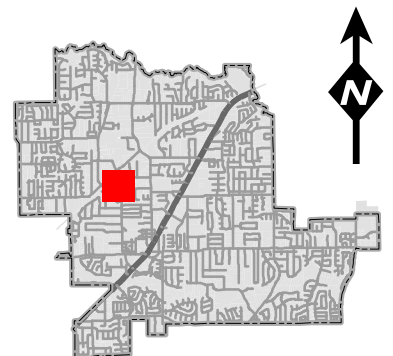
Future Land Use Map



PC22-014

5812 & 5816 Bransford Road

- Subject Property
- Residential
- Institutional
- Open Space; Parks



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STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS Kathryn D. McCrady is the owner of Lot 1, Block 1, *Cecil Oaks*, an addition in the City of Colleyville, Tarrant County, Texas according to the plat thereof recorded in Cabinet B, Slide 131, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and Lot 1, Block 1, *Gotcher Addition*, an addition in the City of Colleyville, Tarrant County, Texas according to the plat thereof recorded in Volume 388-132, Page 80, P.R.T.C.T., being all of the tract described in the deed to Kathryn D. McCrady, recorded under Instrument Number D220254450, O.P.R.T.C.T., and being all of the tract described in the deed to Kathryn D. McCrady, recorded under Instrument Number D221041258, O.P.R.T.C.T.; the subject tract, being the sum of the tracts referenced above, is more particularly described as follows:

Beginning at a 1/2 inch capped rebar stamped "PRECISE" found on the north lot line of said Lot 1 (*Gotcher Addition*), being the southeast lot corner of Lot 1, Block 2 (*Bransford Estates Addition*), as recorded under Instrument Number D207292050, O.P.R.T.C.T., and being the southwest right-of-way corner of a 15 feet wide Right-of-Way Dedication, as shown on and being dedicated by said (*Bransford Estates Addition*);

THENCE SOUTH 88° 39' 18" EAST, with the north lot line of Lot 1 (*Gotcher Addition*), and with the south right-of-way line of the said Right-of-Way Dedication, a distance of 15.32 feet to the northeast lot corner of Lot 1 (*Gotcher Addition*), being on the monumented west right-of-way line of Bransford Road, being a variable width right-of-way, as shown on said (*Bransford Estates Addition*), from which a found 5/8 inch rebar bears SOUTH 89° 55' EAST, a distance of 0.32 feet;

THENCE SOUTH 00° 04' 55" EAST, with the east lot line of Lot 1 (*Gotcher Addition*), and with the said monumented west right-of-way line, a distance of 212.36 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southeast lot corner of Lot 1 (*Gotcher Addition*), and being the northeast right-of-way corner of a 10 foot wide Right-of-Way Dedication, as shown on and being dedicated by said *Cecil Oaks*;

THENCE NORTH 87° 23' 55" WEST, with the south lot line of Lot 1 (*Gotcher Addition*), and with the north right-of-way line of the said 10 foot wide Right-of-Way Dedication, a distance of 10.10 feet to a 1/2 inch rebar found at the northwest right-of-way corner of the said 10 foot wide Right-of-Way Dedication, and being the most easterly northeast lot corner of said Lot 1 (*Cecil Oaks*);

THENCE SOUTH 00° 04' 55" EAST, with the east lot line of Lot 1 (*Cecil Oaks*), and with the west right-of-way line of said 10 foot wide Right-of-Way Dedication, a distance of 108.29 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest right-of-way corner of the said 10 foot wide Right-of-Way Dedication, being the southeast lot corner of Lot 1 (*Cecil Oaks*) and being a point on the north lot line of Lot 2R-A, *Bransford Estates*, an addition in the City of Colleyville, Tarrant County, Texas according to the plat thereof recorded under Instrument Number D207181150, O.P.R.T.C.T.;

THENCE NORTH 87° 25' 00" WEST, with the south lot line of Lot 1 (*Cecil Oaks*), and with the north lot line of said Lot 2R-A (*Bransford Estates*), a distance of 377.14 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest lot corner of Lot 1 (*Cecil Oaks*), the northwest lot corner of said Lot 2R-A (*Bransford Estates*), and being a point on the east property line of the tract described in the deed to G & H Group, LLC, recorded under Instrument Number D218261602, O.P.R.T.C.T.;

THENCE NORTH 01° 22' 00" WEST, with the said east property line, a distance 312.54 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest lot corner of Lot 1 (*Bransford Estates Addition*) and being the northwest corner of Lot 1 (*Cecil Oaks*);

THENCE SOUTH 88°39'18" EAST, departing the east property line of G & H Group, LLC, tract and along the south property line of Lot 1 (*Bradford Estates Addition*), a distance of 378.63 feet to the POINT OF BEGINNING and enclosing 2.810 acres (± 122,384 square feet).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That I, Kathryn D. McCrady owner, do hereby adopt this plat designating the hereinbefore described property as *McCrady Addition*, an addition in the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, right-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation for 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.

Witness our hands this ____ day of _____, 2022.

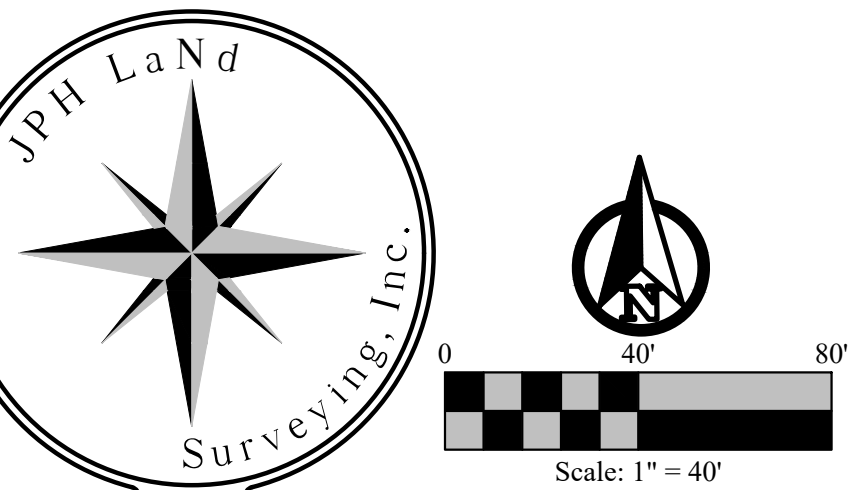
By: _____
Kathryn D. McCrady

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned notary public, State of Texas, on this day personally appeared **Kathryn D. McCrady**, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public, State of Texas
Printed Name : _____
My Commission Expires : _____



JPH Job/Drawing No. (see below)
2021.206.001 Bransford, Colleyville, Tarrant Co., Tx FINAL PLAT.dwg
© 2022 JPH Land Surveying, Inc. - All Rights Reserved
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jpplandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

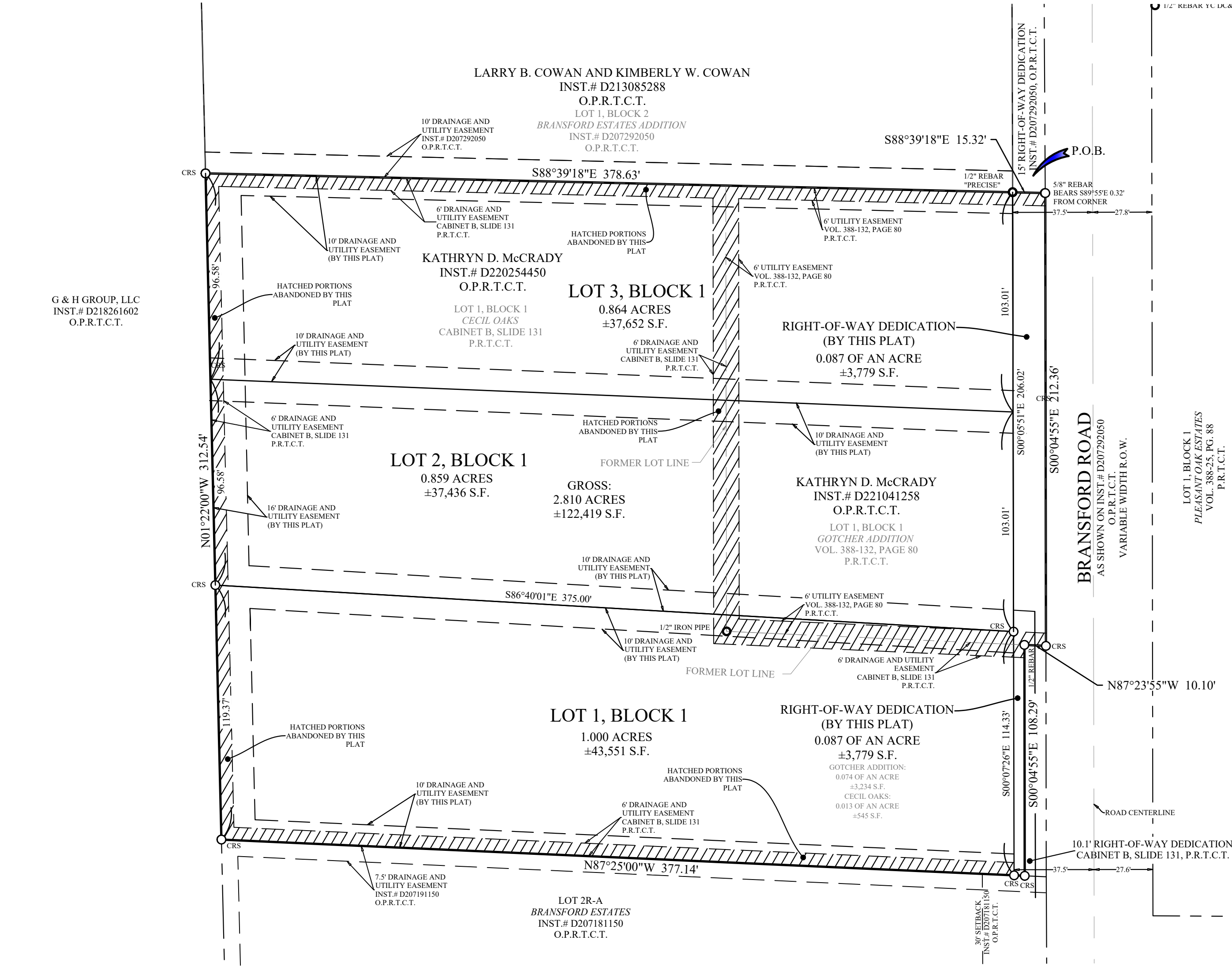
Drafter: MT
Revision:
Revision:
Revision:

LEGEND OF ABBREVIATIONS

US.SyFt. United States Survey Feet
TxCS,'83,NCZ Texas Coordinate System of 1983, North Central Zone
P.R.T.C.T. Plat Records of Tarrant County, Texas
O.P.R.T.C.T. Official Public Records of Tarrant County, Texas
D.R.T.C.T. Deed Records of Tarrant County, Texas
VOL/PG/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
R.O.W. Right of Way

MONUMENTS / BEARING BASIS

Monuments are found if not marked MNS or CRS.
CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS,'83,NCZ
Bearings are based on grid north (TxCS,'83,NCZ)



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Jewel Chadd, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Professional Land Surveying Practices Act.

PRELIMINARY - NOT TO BE RECORDED

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
Date: TBD

Planning and Zoning Commission Approval

WHEREAS the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 20__, to approve this Plat.

Chairman Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

City Council Approval

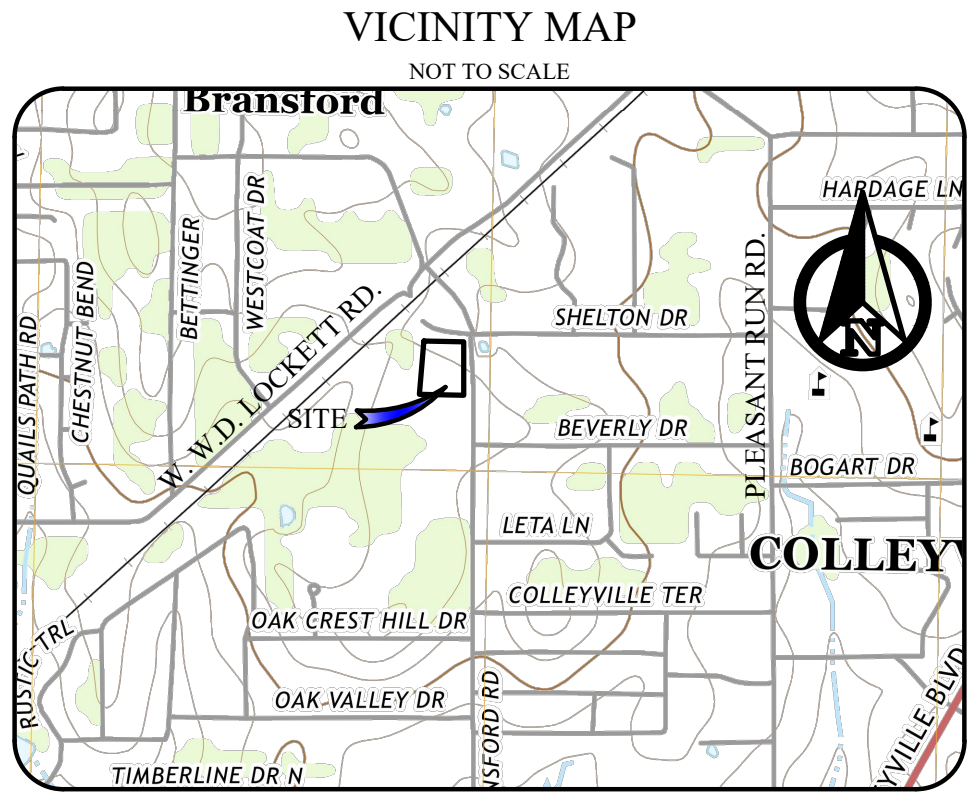
WHEREAS the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 20__, to approve this Plat.

Mayor, City of Colleyville

Attest: City Secretary

GENERAL NOTES

- The purpose of this replat is to combine two existing lots from separate subdivisions into one subdivision and modify the common lot lines of each.
- Notice: Selling a portion of this addition by metes & bounds is a violation of the City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- This survey was performed without the benefit of a commitment for title insurance. Therefore, there may be easements or documents pertaining to the subject tract that are not shown or referenced herein.
- This property lies within ZONE(S) X (Unshaded) of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0095K, dated 2009/09/25, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.
- All building setbacks shall conform to those required by the current approved zoning by the City of Colleyville.
- Private Sewage Treatment Systems, including septic tanks, shall be prohibited except where approved by the Director of Public Works or designee and the Tarrant County Health Department.
- Utility Easements: Any public utility, including the City of Colleyville, shall have the right to move and keep moved all or part of any building, fences, 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 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 easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without necessity at any time of procuring the permission of anyone.
- The home on Lot 2 will be demolished.



Replat LOTS 1, 2 & 3, BLOCK 1 McCRADY ADDITION

BEING A 2.810-ACRES REPLAT OF
LOT 1, BLOCK 1, CECIL OAKS
(CABINET A, SLIDE 131, P.R.T.C.T.)
AND
LOT 1, BLOCK 1, GOTCHER ADDITION
(VOLUME 388-132, PAGE 80, P.R.T.C.T.)
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS
PREPARED: June 2022

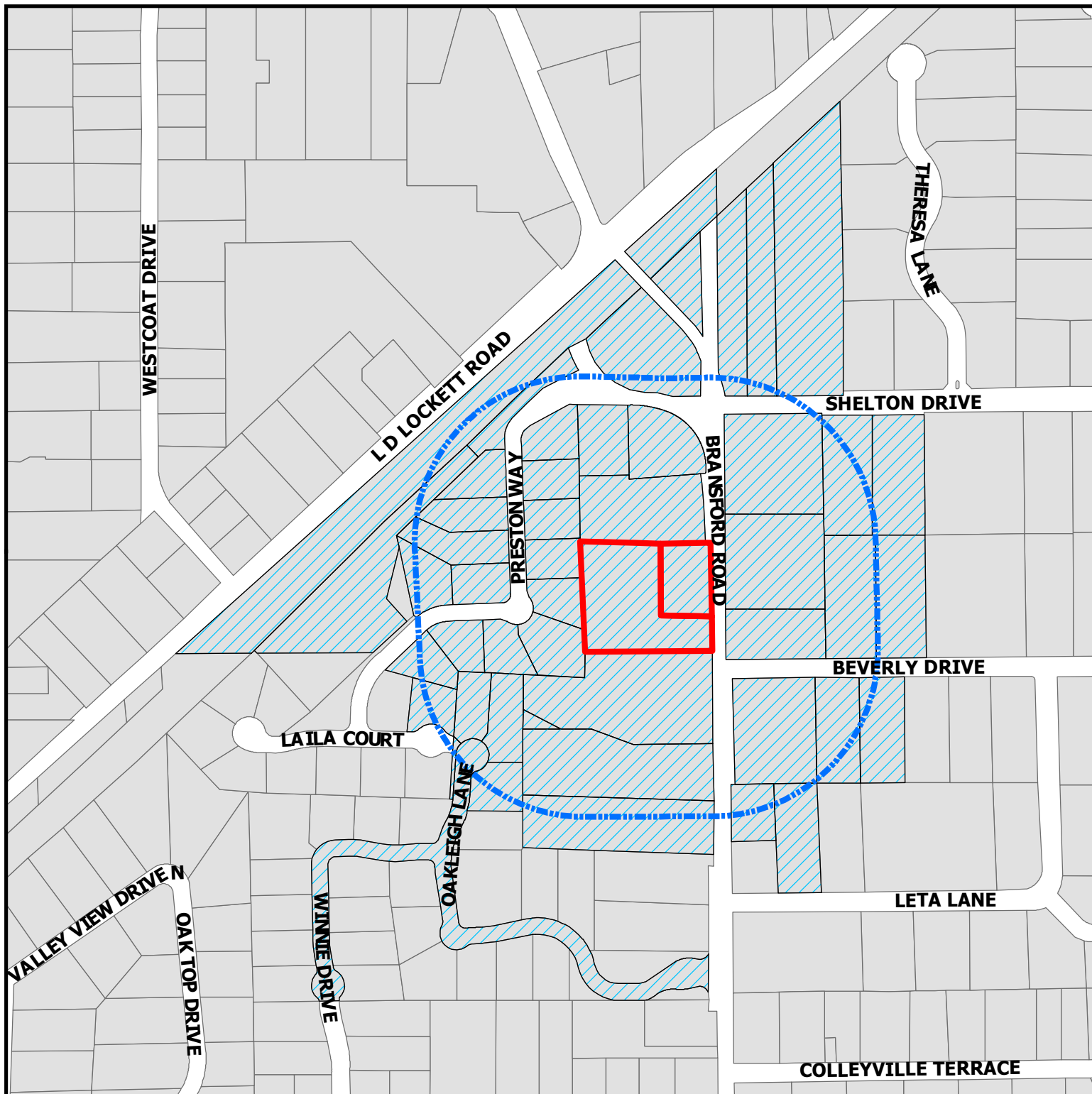
SURVEYOR:

JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
Telephone (817) 431-4971

OWNER:

Kathryn D. McCrady
3505 Rosedale Ave.
Dallas, Texas 75205

Notification Map

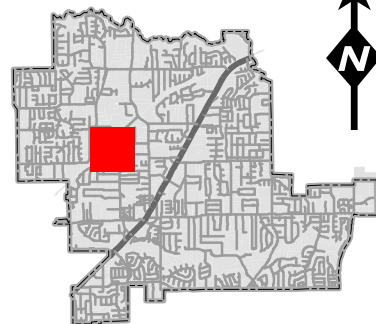


PC22-014

5812 & 5816 Bransford Road

DISCLAIMER:
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-  Subject Property
-  500ft Buffer
-  Properties within 500ft





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, September 12, 2022 at 7:00 p.m.

City Council Meeting: Monday, October 3, 2022 at 7:00 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lots 1, 2, and 3, Block 1, McCrady Addition, being Lot 1, Block 1, Cecil Oaks and Lot 1, Block 1, Gotcher Addition. The purpose is to replat the property into 3 lots in order to allow for the construction of new single family homes. The new lots will comply with all R-20 dimensional standards.

Zoning Case: PC22-014

Applicant: Kathryn McCrady

Owner: Kathryn McCrady

Location: 5812 & 5816 Bransford Road

Property Description: Lot 1, Block 1, Cecil Oaks and Lot 1, Block 1, Gotcher Addition

Present Zoning: R-20 Single Family Residential

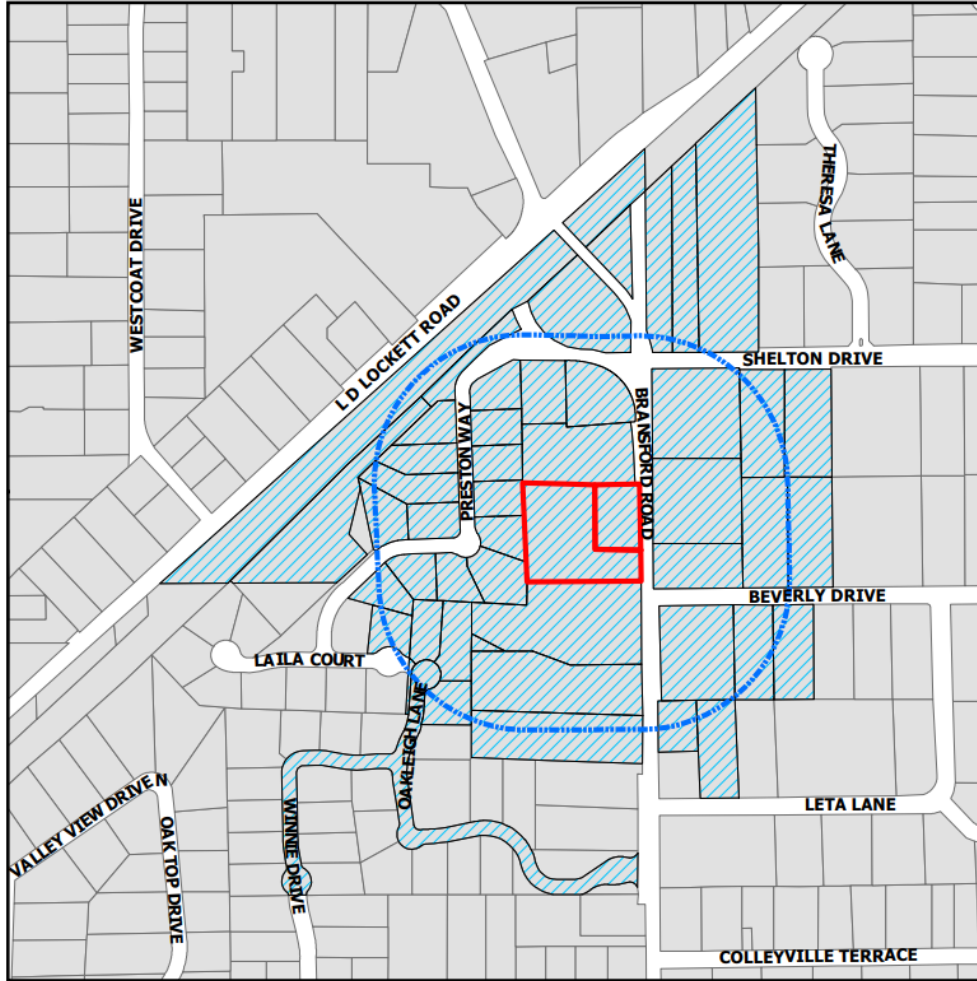
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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:

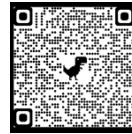
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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.

NOTICE OF PUBLIC HEARING



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
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
ALIANNE ESTATES	6201 THERESA LN	COLLEYVILLE, TX
BAKER, BRYAN B	7301 MAJESTIC MNR	COLLEYVILLE, TX
BRENNAN, GINNY	5705 OAKLEIGH LN	COLLEYVILLE, TX
BRISTOL, DAVID E	501 BEVERLY DR	COLLEYVILLE, TX
CARNEY, MAX	5712 BRANSFORD RD	COLLEYVILLE, TX
CHILDRESS, JOHN	512 BEVERLY DR	COLLEYVILLE, TX
COWAN, LARRY	6000 BRANSFORD RD	COLLEYVILLE, TX
COWAN, LARRY B	5904 BRANSFORD RD	COLLEYVILLE, TX
DOODY, KEVIN	401 W LD LOCKETT RD	COLLEYVILLE, TX
DUNNING, STEVEN	5710 OAKLEIGH LN	COLLEYVILLE, TX
G & H GROUP LLC	75 MAIN ST STE 100	COLLEYVILLE, TX
GARRISON, LISA	5704 BRANSFORD RD	COLLEYVILLE, TX
GARY AND NACIA WEST REVOCABLE	104 OAK VALLEY DR E	COLLEYVILLE, TX
GHHB TALON HILL LLC	1105 GLADE RD STE 100	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
HEMANI LAW GROUP PLLC	2705 SAN JACINTO DR	EULESS, TX
LAMA, PASANG	6001 BRANSFORD RD	COLLEYVILLE, TX
MACAULAY, ANDREW	511 SHELTON AVE	COLLEYVILLE, TX
MCCRADY, KATHRYN	5816 BRANSFORD RD	COLLEYVILLE, TX
MCCRADY, KATHRYN	5812 BRANSFORD RD	COLLEYVILLE, TX
MINOR, ARVIL	5808 BRANSFORD RD	COLLEYVILLE, TX
OAKLEIGH RESIDENTIAL COMMUNITY	5757 ALPHA RD STE 680	DALLAS, TX
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX
OREGAN, BRIAN	513 BEVERLY DR	COLLEYVILLE, TX
PANNO, KIM	5901 BRANSFORD RD	COLLEYVILLE, TX
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX
RIMMER, HARRY L	508 BEVERLY DR	COLLEYVILLE, TX
SAMUELS, DONNA KAY	632 DELOACHE ST	WESTWORTH VILLAGE, TX
WEST, GARY R	104 OAK VALLEY DR	COLLEYVILLE, TX
WEST, NICHOLAS	500 BEVERLY DR	COLLEYVILLE, TX
WITMAN, GEORGE	405 SHELTON DR	COLLEYVILLE, TX

RESOLUTION R-22-4774

**A RESOLUTION APPROVING A REPLAT FOR LOTS 1, BLOCK 1, 2,
AND 3, MCCRADY ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lots 1, 2, and 3, Block 1, McCrady Addition, on September 12, 2022.

**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 3, Block 1, McCrady Addition on approximately 2.81 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 3rd DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 10/3/2022

Number Resolution R-22-4775

Type Resolution

Department Community Development

Title

Consideration of variances to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for lot coverage, front setback, and street side yard setback in the R-40 Single Family Residential district, for Lot 1A, Block 2, Stafford Heights Subdivision, located at 4901 Stafford Drive, Case VC22-009

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Michael J. Pence, the applicant, has submitted a request for a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for the lot coverage, front setback, and street side yard setback in the R-40 Single Family Residential district. The request is to allow for the construction of a new single family home.

Existing Conditions/Background: The subject property, 3901 Stafford Drive, resides on the southeast corner of Stafford Drive and Glade Road and has R-40 zoning. It is currently undeveloped.

Requested Variance: The applicant is requesting variances to allow for an increase in lot coverage, front yard setback reduction, and street side yard setback reduction. The existing R-40 zoning requires a lot coverage of 20%, front setback of 40 feet, and a street side yard setback of 40 feet.

Ordinance – Chapter 3 – Land Use – Section 3.24.G Schedule of District Regulations

G. Schedule of District Regulations:

Minimum Lot Size	40,000 square feet	37,026 SF
Minimum Lot Width	150 feet	±181 feet
Minimum Lot Depth	150 feet	±210 feet
Front/Street Side Building Line	40 feet	35 feet
Side Building Line	15 feet	15 feet
Rear Building Line	25 feet	25 feet
Max. Lot Coverage	20%	23.70%

Max. Impervious Coverage	50%	40.74%
--------------------------	-----	--------

Plat Status: The property is currently platted as Lot 1A, Block 2, of the Stafford Heights Subdivision.

DRC Review: The Development Review Committee (DRC) reviewed the request at their September 19, 2022 meeting, did not offer any comments, and scheduled the request for the City Council meeting on October 3, 2022.

Drainage: NA

Analysis: The subject property and the surrounding neighborhood has R-40 zoning and the desire is to maintain the zoning. The request is to have variances for the lot coverage, front yard setback, and street side yard setback. The lot coverage is requested to be increased from 20% to 23.7%. The front setback and street side yard setback is requested to be reduced from 40 feet to 35 feet.

Staff advises against the driveway location on Glade Road due to it being a Minor Arterial roadway.

Should the waiver request be denied, the property would have to conform to the R-40 zoning standards.

Surrounding Development: The properties to the north, south, east, and west are zoned R-40 Single Family Residential district and are improved with single family residential homes.

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 requested variance due to technical non-compliance.

Financial Impact

There is no financial impact to the City.

Recommendation

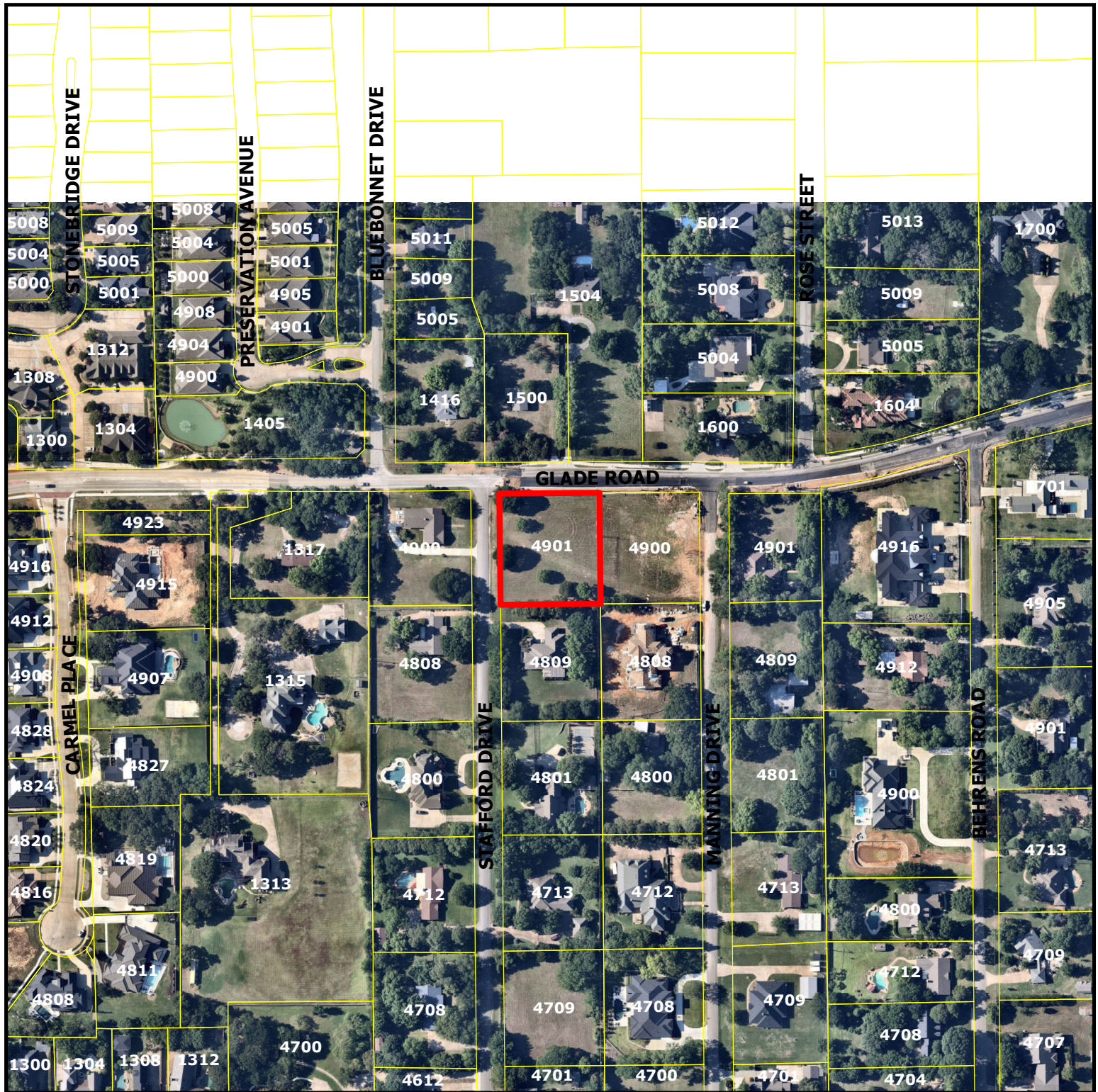
Denial

Attachments

1. Aerial Map
2. Zoning Map

3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Floor Plan
7. Elevations
8. Impervious Coverage Worksheet
9. Notification Map
10. Notification Letter
11. Notification List
12. Resolution R-22-4775

Aerial Map



VC22-009

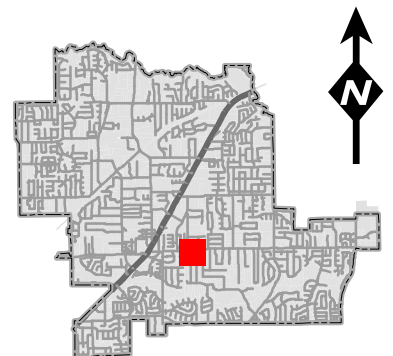
4901 Stafford Drive

DISCLAIMER:

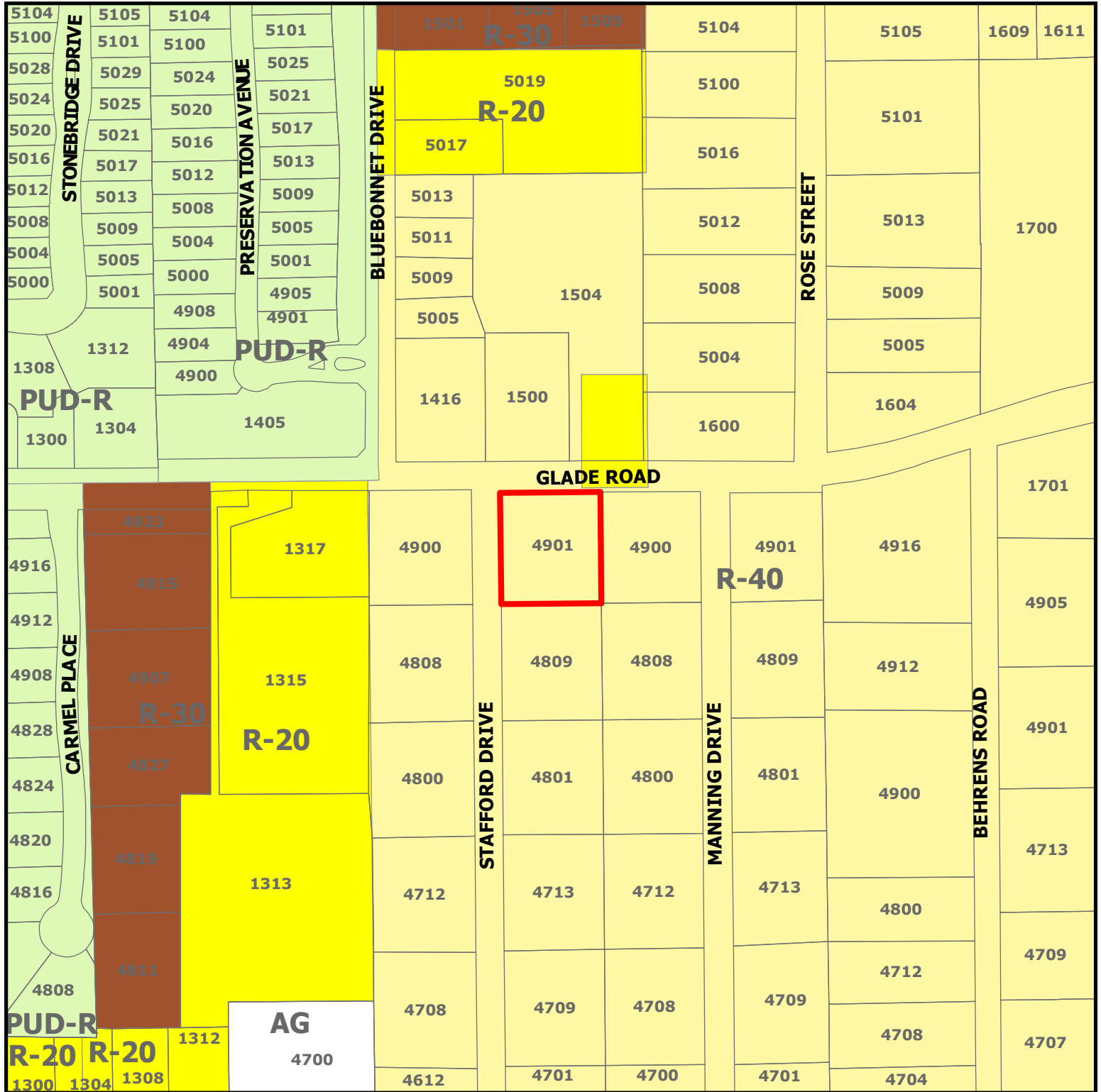
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Subject Property



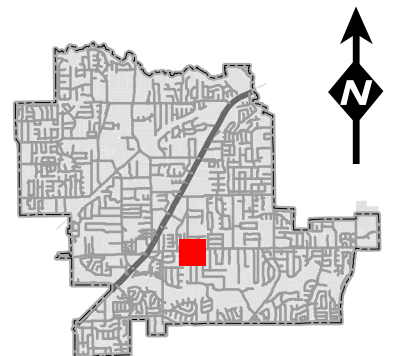
Zoning Map



VC22-009
4901 Stafford Drive

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 Subject Property



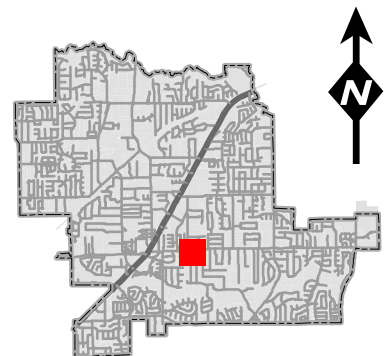
Future Land Use Map



VC22-009
4901 Stafford Drive

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-  Subject Property
-  Residential
-  Open Space; Parks



Thank you for the consideration. I understand the City Council's position and resistance to reducing my lot as an R-40 to R-30. I **do not** want to set a precedent that would allow developers to over develop the area. I love the area and all the aspects that add to the charm of Colleyville. I simply want to build a modest ranch style home that promotes the unique blend of big-city sophistication and friendly, small-town ambiance.

My lot has a challenge unlike most lots in the neighborhood and is peculiar to the land, structure, or building involved. The literal interpretation of the provisions creates the challenge. I must adhere to R-40 requirements while having less square footage than an R-40. Subsequently there is less space as a R-40 to build upon a result of greater setbacks on a corner lot. The special conditions and circumstances do not result from my actions.

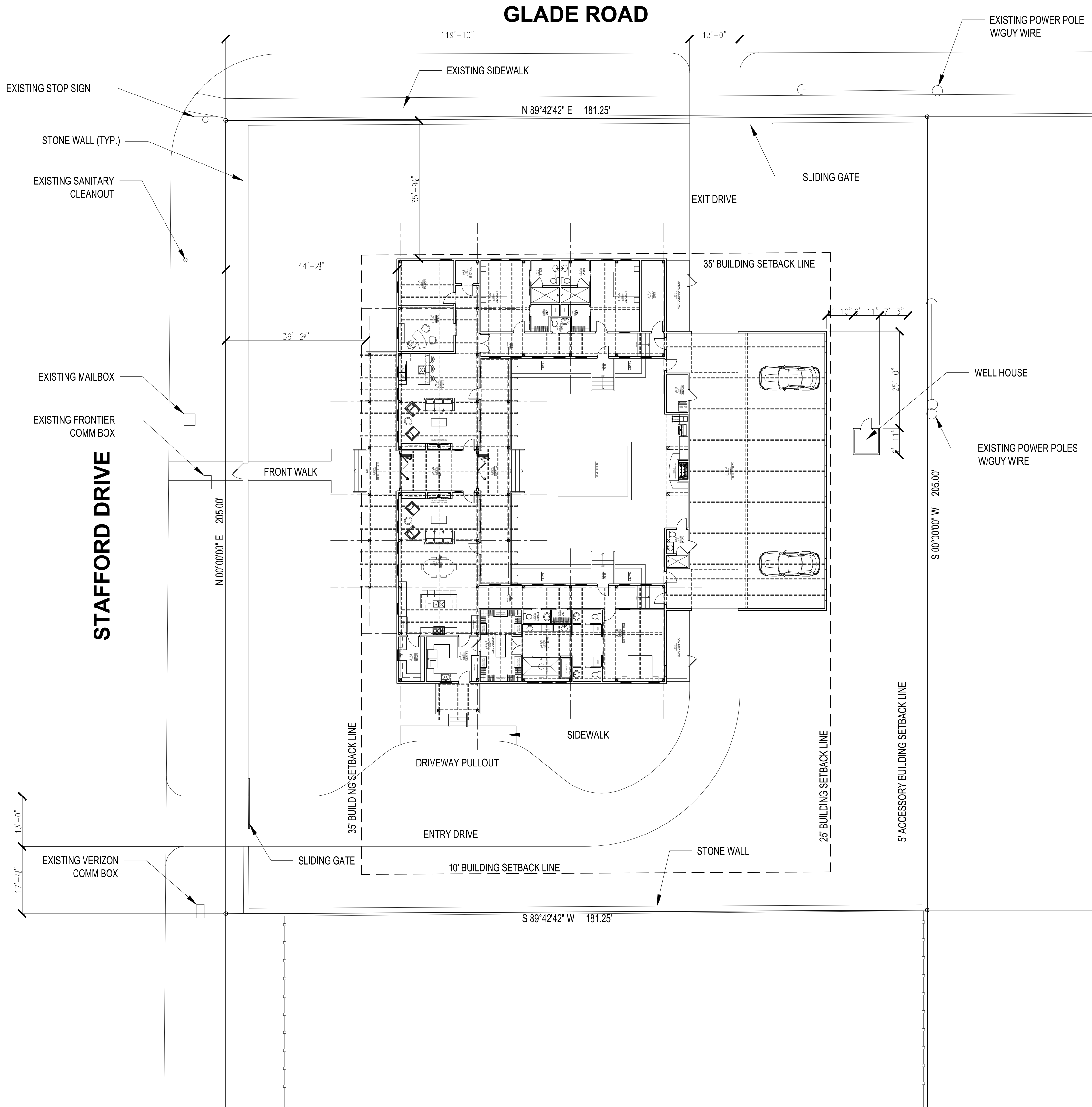
The current lot restrictions suit a two-story home, even if it appears like it should be in Miami Florida or Tuscany Italy. The restrictions are a challenge for a one-story ranch home designed with a large front porch and a large garage, attached with the same roof line. A home that hearkens back to the day of the vernacular architecture seen in the in the south and northern plains of Texas. The inclusion of unconditioned open porches restricts the design of a one-story home if one is remaining true to the region's history of single-story ranch style homes.

Simply put, I am attempting to build a one-story Texas ranch style home rather than a two-story McMansion. My goal is to build a home that harmonizes with the surrounding environment, one that is charming, cozy, temperate, balanced, yet hints of a sophisticated inspired living environment. Create an oasis of calm and peace using simplistic lines, natural & flexible materials, and warm natural palette that promotes a traditionally period space that is efficient in function and manageability as it is in physical space. Build a finely crafted home that is not only beautiful, but also century durable, sustainable, and efficient in all aspects.

Once again this is a challenge since I am not building 'up.' Currently my design totals 23.7% of the total lot coverage which is in line with an R-30 size lot but not in line with an R-40 of 20%. My total impervious coverage is in line with both R-30 and R-40. Please take note that this home will be built on a pier & beam plus perimeter foundation which will incorporate an elaborate drain system underneath the home. This forethought combined with the green space in the courtyard and side yards will address drainage and runoff like no other home in the area. Most homes are built using slab on grade with no subterranean drainage under the foundation.

Since 4901 Stafford *does not* meet the minimum lot size requirements for a R-40 lot but *does* meet the minimum lot size requirements for a R-30, I am requesting a variance(s) to allow the lot to meet the minimum yard requirements, maximum lot coverage, and maximum impervious coverage of a R-30. The additional 3.7% is over the current requirement based on a R-40 lot. The variance would allow setbacks off of Glade and Stafford be set to 35 feet instead of 40', or simply 5 feet. The design already adheres to the set back of 25 feet at the rear of the lot and to the south or side at 15 feet which is based on R-40 requirements.

This will provide more green space between neighbors, provide the ability to construct a home with a traditional southern front porch, and a garage that can actually hold vehicles and not simply a place overrun with miscellaneous stuff and no cars, like we so often see in today's residential garages. This property will accentuate the beauty of Colleyville and its aim to maintain its 'rural feel.'



www.timberlyne.com
Nebraska: 116 West 1st Street
Wayne, NE 68787
866-489-1680
Texas: 613 Hwy 46 E.
Boerne, TX 78006
877-680-1680

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REPRODUCED WITHOUT PRIOR WRITTEN CONSENT FROM
TIMBERLYNE GROUP™.

CUSTOMER INFORMATION:

MJ Pence

4901 Stafford Drive
Colleyville, Texas 76034

PROJECT INFORMATION:

Luckhorn
Ranch

Colleyville, Texas

NUMBER	MPE0722-1
CATEGORY	Residence
STYLE	Custom
OTHER	Other Info
OTHER	Other Info
OTHER	Other Info
PM	Project Manager

DRAWING INFORMATION:

DRAWN BY	Chris Burgess
DATE	09/09/2022
STATUS	Design
OTHER	Other Info
OTHER	Other Info

REVISIONS

No.	Description	Date
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SHEET

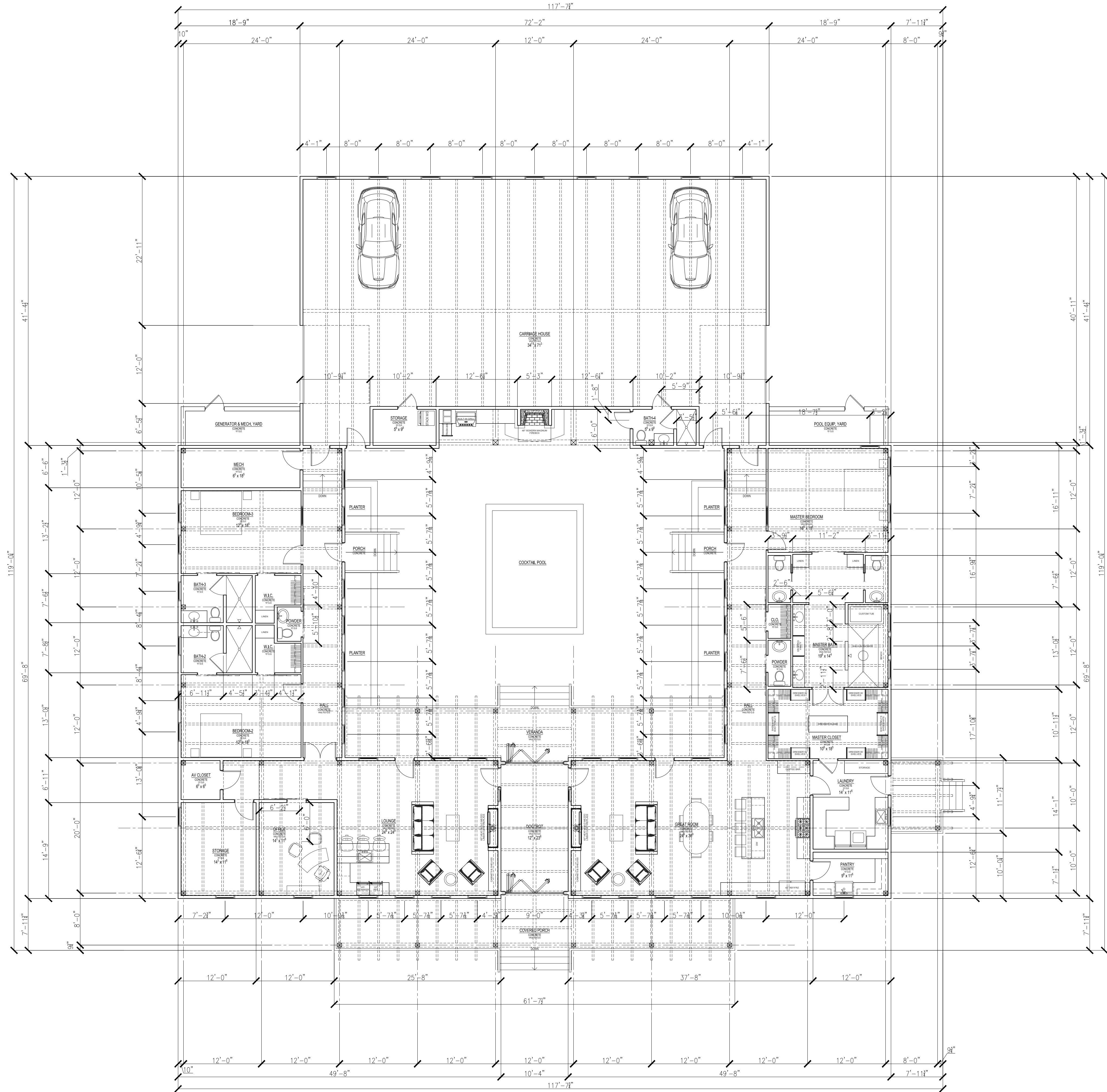
A100

Site Plan

SQUARE FOOTAGES:	
CONDITIONED	
MASTER WING	2308 SQFT
GUEST WING	2308 SQFT
TOTAL	4616 SQFT
UNCONDITIONED	
CARRIAGE HOUSE	2836 SQFT
VERANDA	472 SQFT
DOGTROT	212 SQFT
FRONT PORCH	498 SQFT
LAUNDRY PORCH	93 SQFT
POOL/POOL DECK	2138 SQFT
POOL EQUIPMENT YARD	109 SQFT
GENERATOR YARD	109 SQFT
TOTAL	6467 SQFT
HOUSE TOTAL	4616 SQFT
GRAND TOTAL	11083 SQFT

01FIRST FLOOR PLAN

1/8" = 1'





TIMBERLYNE

www.timberlyne.com

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Wayne, NE 68787
866-469-1680

Texas: 613 Hwy 46 E.
Boerne, TX 78006
877-680-1680

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CUSTOMER INFORMATION:

MJ Pence

4901 Stafford Drive
Colleyville, Texas 76034

PROJECT INFORMATION:

Luckhorn Ranch

Colleyville, Texas

NUMBER	MPE0722-1
CATEGORY	Residence
STYLE	Custom
OTHER	Other Info
OTHER	Other Info
OTHER	Other Info
PM	Project Manager

DRAWING INFORMATION:

DRAWN BY	Chris Burgess
DATE	09/09/2022
STATUS	Design
OTHER	Other Info
OTHER	Other Info

REVISIONS

No.	Description	Date
-----	-------------	------

SHEET

A200

Floor Plan



01WEST (STAFFORD DRIVE) ELEVATION
3/16" = 1'



02NORTH (GLADE ROAD) ELEVATION
3/16" = 1'

01WEST (STAFFORD DRIVE) ELEVATION
1/4" = 1'



TIMBERLYNE

www.timberlyne.com

Nebraska: 116 West 1st Street
Wayne, NE 68787
866-489-1680
Texas: 613 Hwy 46 E.
Boerne, TX 78006
877-680-1680

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DRAWING INFORMATION:

DRAWN BY	Chris Burgess
DATE	09/09/2022
STATUS	Design
OTHER	Other Info
OTHER	Other Info

REVISIONS

No.	Description	Date
-----	-------------	------

SHEET

A300

Exterior Elevations

City of Colleyville

Impervious Coverage Worksheet

Area Description	Existing Sq Ft	New/Added Sq Ft	Total Sq Ft
Dwelling + Garage footprint	0	7,452	7,452
Covered porch	0	1,275	1,275
Covered patio	0	0	0
Accessory Structures	0	48	48
Other roofed areas	0	0	0
Total Covered Area	0	8,775	8,775

Driveway	0	3,656	3,656
Sidewalk	0	232	232
Uncovered patio	0	282	282
Uncovered deck	0	0	0
Total Impervious Coverage	0	4,170	4,170

Pool/Spa (surface area)	0	300	300
Pool/Spa Deck (surface area)	0	1,838	1,838
Total Pool/Spa Area	0	2,138	2,138

Lot size (sq. feet)

37,026

Existing Building Coverage %

0.00%

Total Building Coverage %

23.70%

Max. lot coverage allowed in the R-40 district is 20% (Over by 3.7%)

Existing Impervious Coverage %

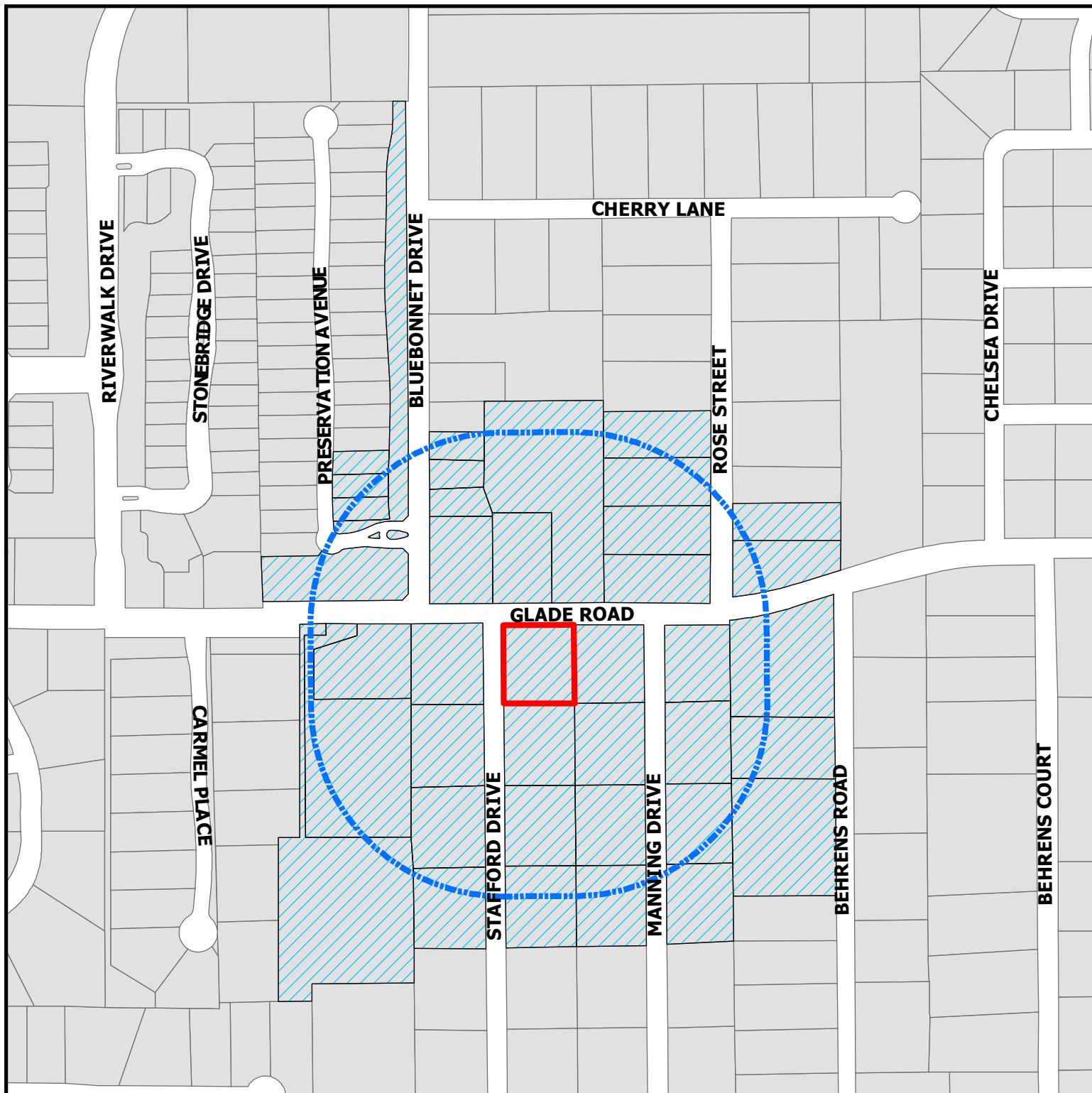
0.00%

Total Impervious Coverage %

40.74%

Max. impervious coverage allowed in the R-40 district is 50% (Compliant)

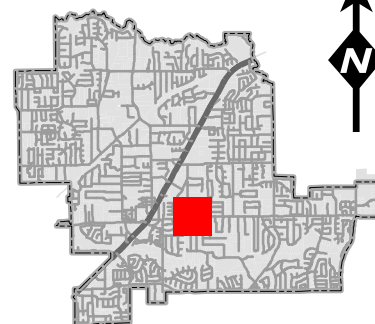
Notification Map



VC22-009
4901 Stafford Drive

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





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:

**City Council Meeting: Monday, October 3, 2022 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Request for a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code, specifically for the maximum lot coverage, front setback, and street side yard setback requirement in the R-40 Single Family Residential district. The variance will allow for the construction of a new single family home.

Zoning Case: VC22-009

Applicant: MJ Pence

Owner: MJ Pence

Location: 4901 Stafford Drive

Property Description: Lot 1A, Block 2, Stafford Heights Subdivision

Present Zoning: R-40 Single Family Residential

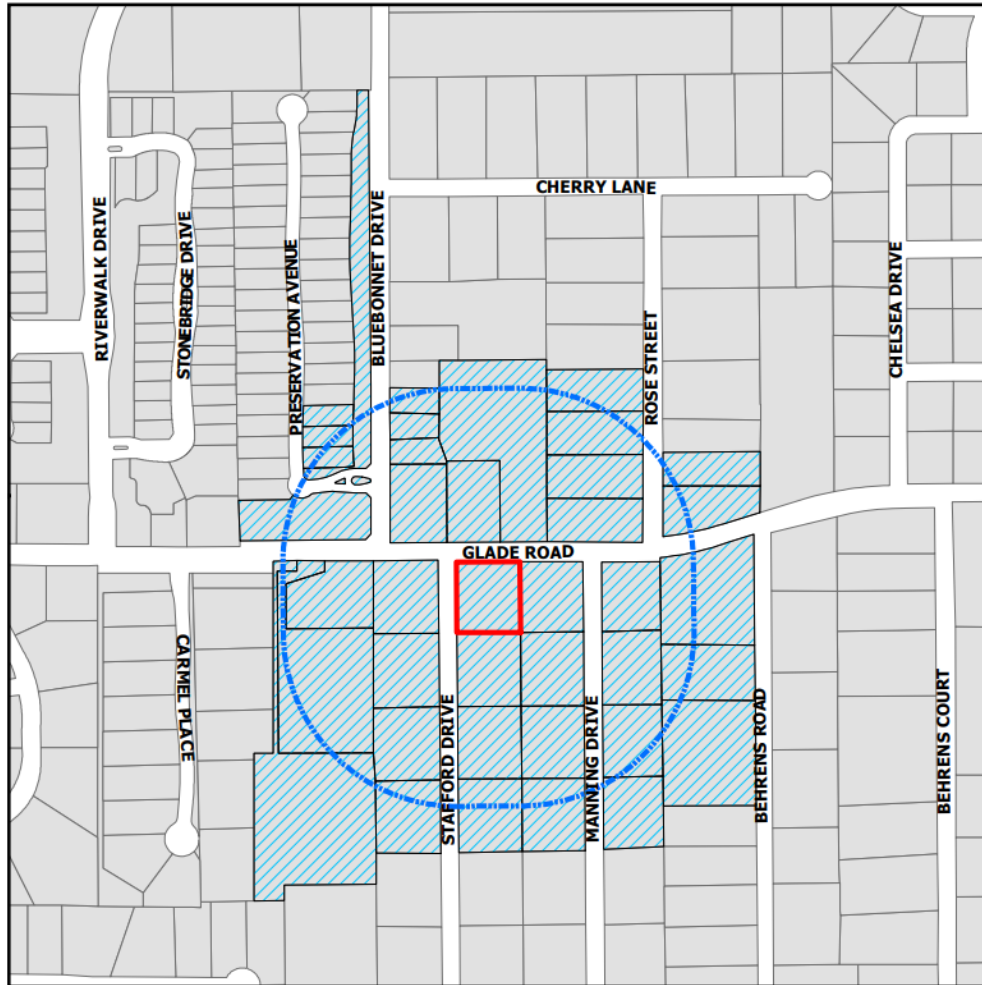
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved City tax roll. Action by the City Council serves as a final action on the request.

All interested persons are encouraged to attend the public hearing and express their opinions on the variance 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:

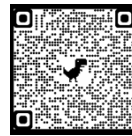
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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.

NOTICE OF PUBLIC HEARING



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

Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
ALBERT, JOHN M	5004 ROSE ST	COLLEYVILLE, TX
BABIN, CHRISTOPHER	1504 GLADE RD	COLLEYVILLE, TX
BACA, RICHARD	4713 BEHRENS CT	COLLEYVILLE, TX
BONNIE STANFIELD TRUST	1001 TUCKER ST	MC KINNEY, TX
BONNIE STANFIELD TRUST	209 W 2ND ST STE 377	FORT WORTH, TX
BRIDGES AT RIVERWALK ADDITION	PO BOX 1183	COLLEYVILLE, TX
BURRIS, RACHEL	4809 STAFFORD DR	COLLEYVILLE, TX
CAPPA, ROBERT	4800 STAFFORD DR	COLLEYVILLE, TX
CARMEL PLACE ESTATES	4816 CARMEL PL	COLLEYVILLE, TX
CASILIO LIVING TRUST	1705 AVALON DR	COLLEYVILLE, TX
CHELSEA PARK ADDITION	1816 AVONDALE DR	COLLEYVILLE, TX
GLENN, MICHAEL	4901 PRESERVATION AVE	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
GRIDIRON REALTY LLC	1450 POST AND PADDOCK ST	GRAND PRAIRIE, TX
GRIFFIN, JOHN	1813 AVALON DR	COLLEYVILLE, TX
HENNING, JOHN B	4809 MANNING DR	COLLEYVILLE, TX
HERRING, CANDY	1600 GLADE RD	COLLEYVILLE, TX
HICKSON STEVEN A	1212 OAK BEND LN	KELLER, TX
HSU, TIMOTHY	1315 GLADE RD	COLLEYVILLE, TX
KEEFE, ALEX	4713 MANNING DR	COLLEYVILLE, TX
LAKES OF SOMERSET	1104 CHATSWORTH CT W	COLLEYVILLE, TX
LOGAN, EMORY M	1313 GLADE RD	COLLEYVILLE, TX
MAHAN, ROY	4712 STAFFORD DR	COLLEYVILLE, TX
MCCOLLOUGH JOYCE B	4912 BEHRENS RD	COLLEYVILLE, TX
MILLS, DONALD	4801 STAFFORD DR	COLLEYVILLE, TX
NGUYEN, HAI	3933 FRESHWATER DR	CARROLLTON, TX
PARHAM, BRYCE	4905 PRESERVATION AVE	COLLEYVILLE, TX
PENCE, MJ	4843 COLLEYVILLE BLVD STE 251-127	COLLEYVILLE, TX
PHILLIPS, VANICE	4713 STAFFORD DR	COLLEYVILLE, TX
PHILLIPS, WILLIAM C	4712 MANNING DR	COLLEYVILLE, TX
PRESERVATION	106 N DENTON TAP RD STE 210-375	COPPELL, TX
RICKS, GREGORY A	8808 QUEENS CT	COLLEGE STATION, TX
ROBERT SALTER FAMILY LP	209 W 2ND ST STE 377	FORT WORTH, TX
RONNIE AND KRISTI LANE REVOCAB	5008 ROSE ST	COLLEYVILLE, TX
SMITH, RICHARD	4901 MANNING DR	COLLEYVILLE, TX
SNYDER, JOHN JOSEPH	1701 ROYAL LN APT 1202	FARMERS BRANCH, TX
STEPHENSON, MARK	5001 PRESERVATION AVE	COLLEYVILLE, TX
THE PENCE COMPANY LLC	3428 BROWN TRL	BEDFORD, TX
WILLIAMS, LACI	5012 ROSE ST	COLLEYVILLE, TX
WINSWORTH, LLOYD A	4900 STAFFORD DR	COLLEYVILLE, TX
WORD, RAMIE	4900 BEHRENS RD	COLLEYVILLE, TX

RESOLUTION R-22-4775

**A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO
SECTION 3.24.G, SCHEDULE OF DISTRICT REGULATIONS OF THE
LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT COVERAGE,
FRONT YARD SETBACK, AND STREET SIDE YARD SETBACK IN THE
R-40 SINGLE FAMILY RESIDENTIAL DISTRICT, FOR LOT 1A, BLOCK
2, STAFFORD HEIGHTS SUBDIVISION, LOCATED AT 4901
STAFFORD DRIVE**

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

- Sec. 1. THAT the variance to allow for the lot coverage to be approximately 23.7 percent, the front yard setback to be 35 feet, and the street side yard setback to be 35 feet with the R-40 Single Family Residential zoning district located at 4901 Stafford Drive (the "Property"), as depicted in Exhibit "A" hereto, is approved; and
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF __ AYES, __ NAYS, ON THIS THE 3RD DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

Mayor Pro Tem Kathy Wheat
George Bond, Place 2
Chuck Kelley, Place 5

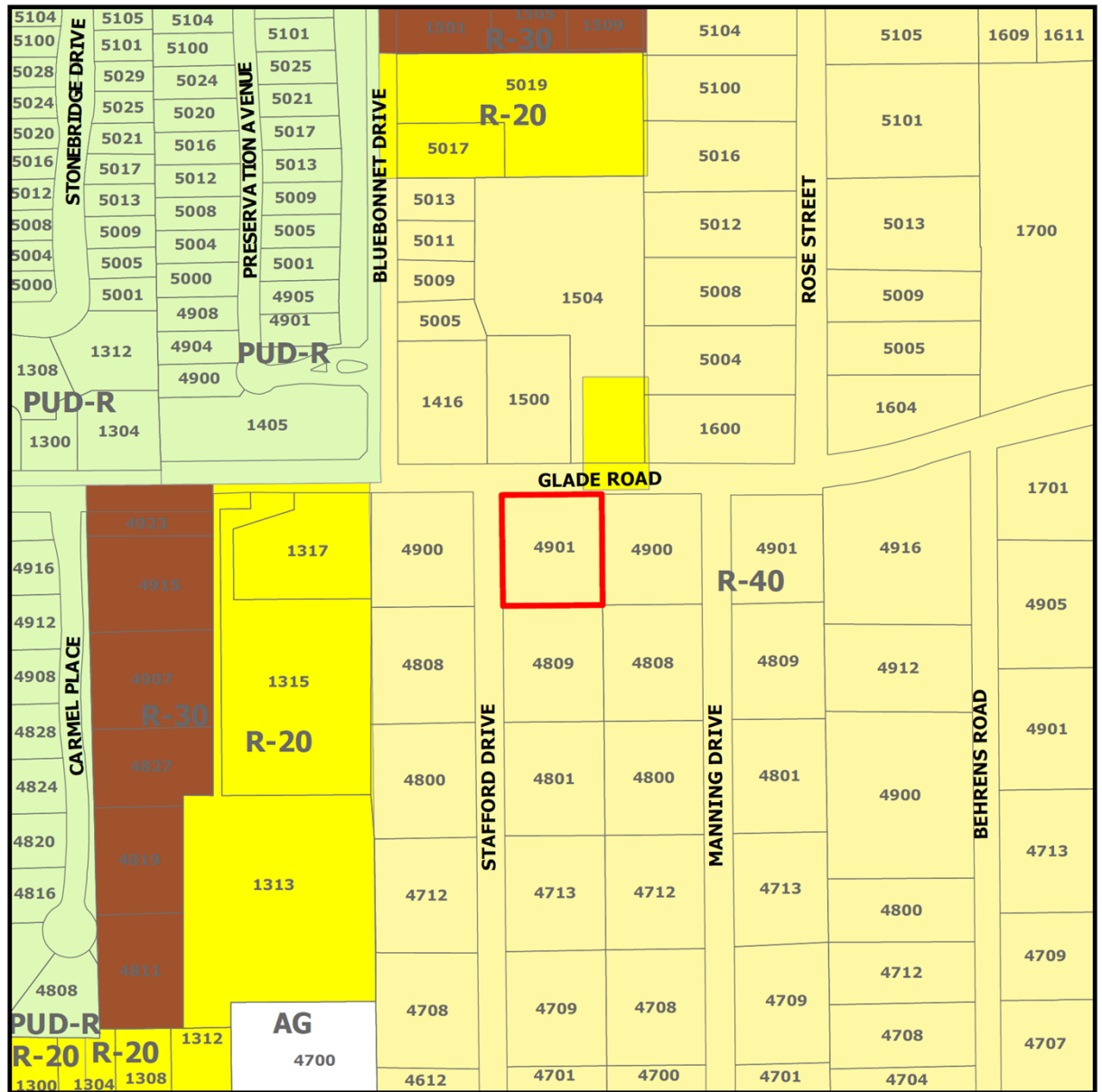
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Attachment "A"



[illegible]



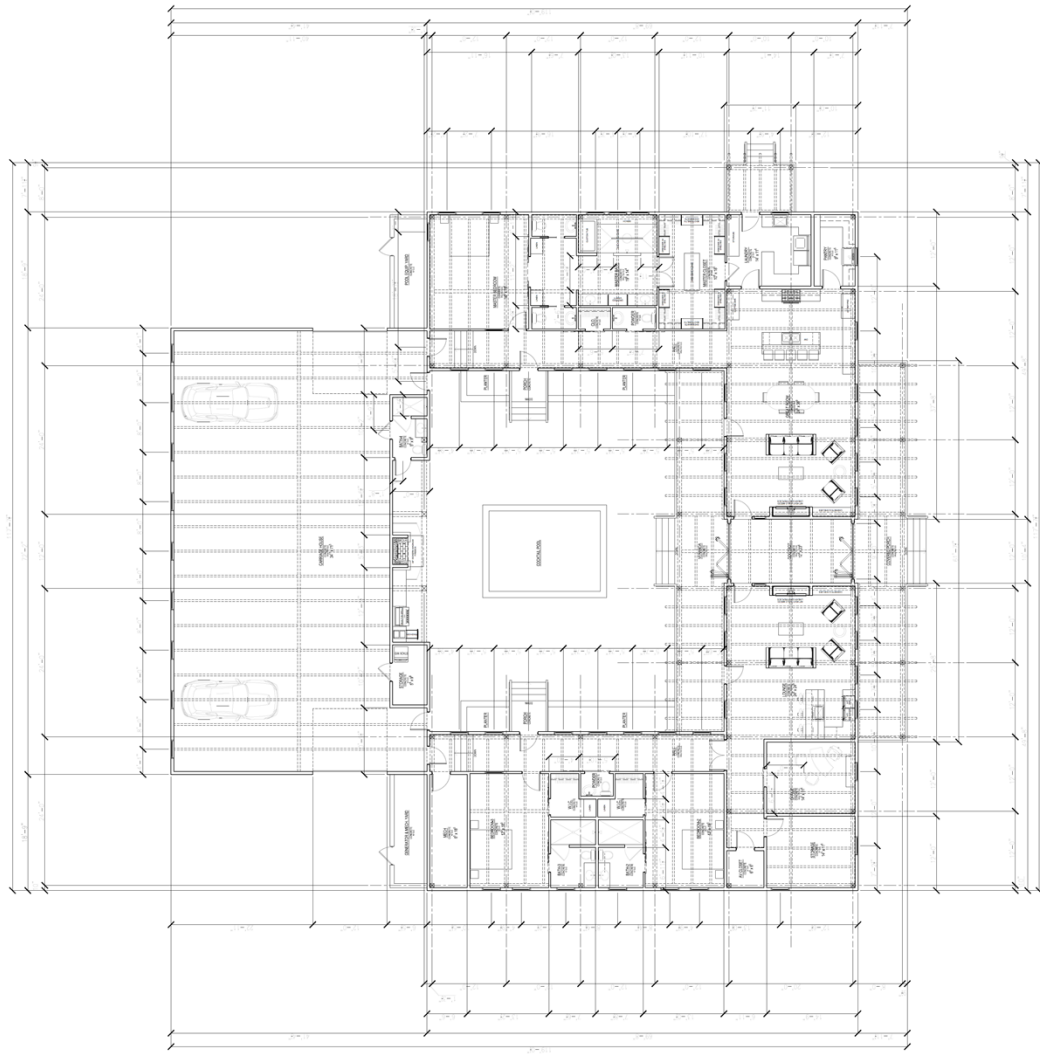
MJ Pence
4501 Stafford Drive
Colleyville, Texas 76034

Luckhorn Ranch

Colleyville, Texas	
NUMBER	MP0722-1
CATEGORY	Residence
STYLE	Custom
OTHER	Other Info
OTHER	Other Info
OTHER	Other Info
PM	Project Manager

DATE	05/05/2022
STATUS	Design
OTHER	Other Info
OTHER	Other Info

REVISIONS	
No.	Date

A200
Floor Plan

01 FIRST FLOOR PLAN

SQUARE FOOTAGES	
CONDITIONED	2008 SQFT
MASTER WING	2008 SQFT
GUEST WING	
TOTAL	4016 SQFT
UNCONDITIONED	2008 SQFT
CARRIAGE HOUSE	421 SQFT
VERANDA	212 SQFT
DOCTRIST	
FRONT PORCH	698 SQFT
LAUNDRY PORCH	91 SQFT
POOL DECK	2138 SQFT
POOL EQUIPMENT YARD	169 SQFT
GENERATOR YARD	109 SQFT
TOTAL	3467 SQFT
HOUSE TOTAL	4016 SQFT
GRAND TOTAL	11083 SQFT



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7c

Agenda Date 10/3/2022

Number Resolution R-22-4776

Type Resolution

Department City Manager

Title

A resolution denying Oncor Electric Delivery Company LLC's application to change rates within the City

Explanation

Reading and Public Hearing

On May 13, 2022, Oncor Electric Delivery Company LLC filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million (approximately 4.5% over present revenues). The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a resolution approved on June 7, 2022, the City of Colleyville suspended Oncor's rate request from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor, to determine the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

The purpose of this resolution is to deny the rate change application proposed by Oncor. Once the resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-22-4776

RESOLUTION R-22-4776

A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS FINDING ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED AND FINDING THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY

WHEREAS, the City of Colleyville, Texas is an electric utility customer of Oncor Electric Delivery Company LLC, and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor, a coalition of similarly situated cities served by Oncor have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined Oncor's proposed rates are excessive and recommend members deny the Application.

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

Sec. 1. THAT the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Sec. 2. THAT the Company shall continue to charge its existing rates to customers within the City.

Sec. 3. THAT the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Sec. 4. THAT a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

____ Mayor Pro Tem Kathy Wheat
____ George Bond, Place 2
____ Chuck Kelley, Place 5

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7d

Agenda Date 10/3/2022

Number Resolution R-22-4777

Type Resolution

Department City Manager

Title

A resolution of the City Council approving a Purchase and Sale Agreement for the real property and existing buildings and facilities generally located at 5008 Roberts Road, Colleyville, Texas, consisting of approximately 14.957 +/- areas located in the Green W. Minter Survey, Abstract No. 1034, Tract 8a, Lot 1R1, in the Metroplex Covenant Church Addition, an Addition to the City Of Colleyville, Tarrant County, Texas; authorizing the City Manager to execute the agreement subject to approval and issuance of certificates of obligation necessary to fund the purchase price; and providing an effective date

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

By Resolution R-22-4761 on September 22, 2022, City Council authorized the City Manager to negotiate a purchase agreement for the Colleyville Covenant Church, which is improved real property consisting of approximately 15 acres of land with existing building facilities. The intent of the purchase is to provide for the development of public recreation facilities for the community. The resolution also authorized the City Manager to proceed with notice and issuance of certificate(s) of obligation to fund the acquisition.

Approval of the proposed resolution will provide for the City Manager to execute the Purchase and Sale Agreement.

Financial Impact

Per City Council direction, certificates of obligation will be issued for the purchase of this property.

Recommendation

Approve

Attachments

1. Resolution R-22-4777

RESOLUTION R-22-4777

A RESOLUTION OF THE CITY COUNCIL APPROVING A PURCHASE AND SALE AGREEMENT FOR THE REAL PROPERTY AND EXISTING BUILDINGS AND FACILITIES GENERALLY LOCATED AT 5008 ROBERTS ROAD, COLLEYVILLE, TEXAS, CONSISTING OF APPROXIMATELY 14.957 +/- AREAS LOCATED IN THE GREEN W. MINTER SURVEY, ABSTRACT NO. 1034, TRACT 8A, LOT 1R1, IN THE METROPLEX COVENANT CHURCH ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO APPROVAL AND ISSUANCE OF CERTIFICATES OF OBLIGATION NECESSARY TO FUND THE PURCHASE PRICE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council has identified a need to obtain additional real property and building facilities to provide for additional public recreation facilities for the community; and

WHEREAS, the City Council finds that it is in the best interests of the public to purchase the land and buildings addressed as 5008 Roberts Road, Colleyville, Tarrant County, Texas, consisting of approximately 14.957 +/- areas located in the Green W. Minter Survey, Abstract No. 1034, Tract 8A, Lot 1R1, in the Metroplex Covenant Church Addition, an Addition to the City of Colleyville, Tarrant County, Texas (the "Property") for the purpose of providing additional public recreation facilities; and

WHEREAS, the City Council intends to issue certificates of obligation should be issued under and pursuant to the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended, for the purpose of funding the purchase price and contractual obligations to be incurred in connection with the purchase and development of the Property for the purposes stated above ("CO Funding").

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

Sec. 1 THAT the City Council hereby approves the purchase of the Property (defined above) for a purchase price not-to-exceed \$8,500,000, plus all costs associated with closing, including title, inspection, and other professional fees reasonably necessary for closing.

- Sec. 2. THAT the City Council hereby authorizes the City Manager, or his designee, to negotiate and execute the purchase and sale agreement for the purchase of the property, subject to approval and issuance of the CO Funding.
- Sec. 3. THAT this Resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

BEING all that certain lot, tract, or parcel of land situated in the G. W. Minter Survey Abstract Number 1034 in the City of Colleyville, Tarrant County, Texas, being a part of Lot 1R of Metroplex Covenant Church Addition, an addition to the City of Colleyville, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 92, Plat Records, Tarrant County, Texas, and being all that certain Tract I" and "Tract II" of land conveyed by deed from Churches in Covenant International to Covenant Church recorded under Document Number D210010222, Deed Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a capped iron rod marked Pogue found for corner in the south line of Lot 23, Block 3 of Fox Meadows Addition, an addition to the City of Colleyville, Tarrant County, Texas according to the plat thereof recorded in Volume 388-202, Slide 37, Plat Records, Tarrant County, Texas, said point being the northeast corner of Lot 20 in said Block 3 of said Fox Meadows Addition;

THENCE N 89° 00' 30" E, 636.14 feet with the south line of Lots 23 through 30 in said Block 3 of said Fox Meadows Addition to an iron rod found for corner in the west line of Roberts Road, a public roadway;

THENCE S 38° 01' 36" E, 248.82 feet with said west line of said Roberts Road to an "X" in concrete for corner;

THENCE along the arc of a curve to the right having a central angle of 37° 09' 17", a radius of 170.00 feet, an arc length of 110.24, whose chord bears S 19° 26' 57" E, 108.32 feet with said west line of said Roberts Road to an iron rod found for corner;

THENCE S 00° 52' 10" E, 412.53 feet with said west line of said Roberts Road to an iron rod found for corner;

THENCE S 00° 38' 19" E, 619.48 feet with said west line of said Roberts Road to a capped iron rod marked RPLS 4561 set for corner in the north line of Glade Road, a public roadway;

THENCE S 89° 13' 41" W, 353.95 feet with said north line of said Glade Road to a capped iron rod marked RPLS 4561 set for corner;

THENCE along the arc of a curve to the right having a central angle of 13° 02' 42", a radius of 106.00 feet, an arc length of 24.13, whose chord bears N 82° 46' 26" W, 24.08 feet with said north line of said Glade Road to a capped iron rod marked RPLS 4561 set for corner;

THENCE along the arc of a curve to the left having a central angle of 13° 55' 13", a radius of 106.00 feet, an arc length of 25.75, whose chord bears N 82° 25' 05" W, 25.69 feet with said north line of said Glade Road to a capped iron rod marked RPLS

4561 set for corner in the east line of Lot 20, Block 1 of Heritage Glen, an addition to the City of Colleyville, Tarrant County, Texas according to the plat thereof recorded in Cabinet B, Slide 2342, Plat Records, Tarrant County, Texas;

THENCE N 00° 47' 05" W, 1030.29 feet with the east line of said Block 1 of said Heritage Glen to a capped iron rod marked RPLS 4561 set for corner, said point being the northeast corner of Lot 12 in said Block 1 of said Heritage Glen;

THENCE S 89° 15' 01" W, 417.00 feet with the north line of Lots 12, 11 and 10 in said Block 1 of said Heritage Glen to a capped iron rod marked RPLS 4561 set for corner in the east line of Lot 18 in said Block 3 of said Fox Meadows Addition;

THENCE N 00° 49' 22" W, 292.70 feet with the east line of Lots 18, 19 and 20 in said Block 3 of said Fox Meadows Addition to the **PLACE OF BEGINNING** and containing 14.645 acres or 637,936 square feet of land.

RESOLUTION R-22-4778

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
OCTOBER 3, 2022**

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 3RD DAY OF
OCTOBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor