



City of Colleyville City Council Agenda

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

Tuesday, March 7, 2023

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

CALL TO ORDER

- WS-1** Fire Department technology overview
- WS-2** Discussion of Fire Department ladder truck purchase
- WS-3** Recreation Center update
- WS-4** Discussion of the March 7, 2023, City Council regular agenda items

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

Section 551.071 - Legal - Consultation 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:

- Local regulation of short-term rental properties

Section 551.071 - Legal - Pending Litigation - Discuss Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG

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 Nathan Aviles, Bethel Methodist
PLEDGE OF ALLEGIANCE: Councilmember George Dodson**

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4821**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
 - Announcements of civic and charitable events**
 - Presentation of calendar events and updates**
 - Announcements of awards and recognition**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4822**
 - 4a** Approval of the minutes of the regular City Council meeting of February 21, 2023
 - 4b** Approval of a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for Design and Construction Administration Services for the Colleyville Recreation Center renovation project, in an amount not to exceed \$217,820, and authorizing the City Manager to execute the agreement
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-23-2234**

Consideration of a Special Use Permit for alcoholic beverage sales for on-premise consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road, Suite 170, Case ZC23-001
 - 5b Ordinance O-23-2235**

Consideration of a Special Use Permit for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, Case ZC23-002
 - 5c Ordinance O-23-2236**

Consideration of amendments to Chapter 7 of the Land Development Code clarifying the size and duration of political signs as well as the use of canopies, tents, or flags, specifically amending Section 7-190.H Temporary Business Signs - Political Signs, Case GC23-001

5d Ordinance O-23-2237

Consideration of amendments to Chapter 9 and Chapter 14 of the Land Development Code clarifying that driveway access to adjacent street right-of-way and street stub-outs is not allowed from lots in an adjacent subdivision, specifically amending Section 9.17 Street Design Criteria and Section 14-135 Driveway Spacing and Design Standards, Case GC23-002

5e Ordinance O-23-2238

Consideration of amendments to Chapter 9 of the Land Development Code removing the requirement for automatic fire-sprinkler systems in certain circumstances, specifically amending Section 9.17 Street Design Criteria, Case GC23-003

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-23-4823**

A resolution cancelling the May 6, 2023 General Election for City Officers and declaring each unopposed candidate elected to office and restating a Special Election to be conducted

7. CITIZEN COMMENTS**8. REPORTS**

Sign Board of Appeals Minutes - December 13, 2022

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 7, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4824**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, March 3, 2023 by 5:00 p.m.

Christine Loven, TRMC
City Secretary

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

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

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



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-1

Agenda Date 3/7/2023

Type Worksession

Department Fire

Title

Fire Department technology overview

Explanation

Assistant Fire Chief Tim Folden will provide an overview of technology used in the Fire Department. He will walk through how staff interacts with technology from the start of a shift onward.

Attachments

1. Fire Department technology overview presentation

Fire Department Technology Overview

Tim Folden, Assistant Fire Chief
City Council Worksession
March 7, 2023

Quick overview

- Hardware

- Panasonic Toughbook CF-33
 - On each ambulance
- Panasonic Toughpad FZ-G1
 - On all in-service apparatus
- iPad - wifi
- Cradlepoint

- Software

- Emergency Reporting
 - Fire reports
- ESO
 - Patient reports
- Vector Solutions
 - Staffing and training
- First Due
 - Pre-incident planning and alerting
- Central Square Pro Suite
 - Dispatch CAD

CrewSense



C SHIFTMONDAY 2/20

STATION 1

BC 24 1/1
Station 1
7am - 7am (24 hrs)
Daniel E Torti BC CPT

T241 3/2
Station 1
7am - 7am (24 hrs)
Matt Olson CPT ENG
Martin Mendoza FFIL ENG
Justin Heywood FF

SQ24 1/1
Station 1
7am - 7am (24 hrs)
Dustin Wynn ENG

M241 2/2
Station 1
7am - 7am (24 hrs)
Collin Lawrence NC-EMS FF
Corey Sanchez FFIL FF

STATION 2

E242 3/2
Station 2
7am - 7am (24 hrs)
Eddie R Moran CPT
Matthew Blankenship ENG
William C Savage FFIL FF

STATION 3

F243 2/2

Employees Off 1

Jeremy H Lewis
(Bereavement [646])
From assignment: BC 24
02/20 7:00am - 02/21 7:00am
+ Add

Misc 1

Robert C Mckeown (Fire Marshal)
6:00am - 8:00am (2 hours)
+ Add

First Arriving



First Arriving



MON, FEB 13 11:24

SHIFT



Colleyville TX

Sunny

53° F

2 mph SW

46%

68° 54°

Tuesday



72° 46°

Wednesday



76° 35°

Thursday



47° 29°



TODAY

T241

Brent Wilson	CPT	07 - 07 (24hrs)
Jacob Little	FF	07 - 07 (24hrs)
James Biggs	ENG	07 - 07 (24hrs)
Steven Davidson	FF	07 - 07 (24hrs)

E242

Cody Richey	FF	07 - 07 (24hrs)
Jeffery S Ingram	CPT	07 - 07 (24hrs)
Terrance Wisdon	ENG	07 - 07 (24hrs)

BC 24

Clint Mercer	BC	07 - 07 (24hrs)
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M241

Caitlin Golightly	FF	07 - 07 (24hrs)
Harry Schawl	FF	07 - 07 (24hrs)

TOMORROW

T241

Daniel E Torti	CPT	07 - 07 (24hrs)
Justin Heywood	FF	07 - 07 (24hrs)
Martin Mendoza		07 - 07 (24hrs)
Matt Olson	ENG	07 - 07 (24hrs)

E242

Eddie R Moran	CPT	07 - 07 (24hrs)
Matthew Blankenship	ENG	07 - 07 (24hrs)
William C Savage	FF	07 - 07 (24hrs)

BC 24

Jeremy H Lewis	BC	07 - 07 (24hrs)
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M241

Collin Lawrence	FF	07 - 07 (24hrs)
Corey Sanchez	FF	07 - 07 (24hrs)

WEDNESDAY

T241

Daniel E Torti	CPT	07 - 07 (24hrs)
Justin Heywood	FF	07 - 07 (24hrs)
Martin Mendoza		07 - 07 (24hrs)
Matt Olson	ENG	07 - 07 (24hrs)

E242

Eddie R Moran	CPT	07 - 07 (24hrs)
Matthew Blankenship	ENG	07 - 07 (24hrs)
William C Savage	FF	07 - 07 (24hrs)

BC 24

Jeremy H Lewis	BC	07 - 07 (24hrs)
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M241

Collin Lawrence	FF	07 - 07 (24hrs)
Corey Sanchez	FF	07 - 07 (24hrs)

THURSDAY

T241

Avery Glover		07 - 07 (24hrs)
Brian Wallace	ENG	07 - 07 (24hrs)
Lance M Lindley	CPT	07 - 07 (24hrs)
Marshall Judd		07 - 07 (24hrs)

E242

Jason Fisch	FF	07 - 07 (24hrs)
Robert C Simpson	ENG	07 - 07 (24hrs)
Scott Gill	CPT	07 - 07 (24hrs)

BC 24

Nicholas C Cushing	BC	07 - 07 (24hrs)
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M241

Garrett Bennett		07 - 07 (24hrs)
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First Arriving



MON, FEB 13 11:25

SHIFT

B

Colleyville TX

Sunny

53° F

2 mph SW

46%

68° 54°

Tuesday



72° 46°

Wednesday



76° 35°

Thursday



47° 29°



TRUCK CHECKS

422 Active In Service

0	0	0	9
Items Due	SCBA Items Due	Asset Items Due	Alerts

416 Active In Service

43	2	0	0
Items Due	SCBA Items Due	Asset Items Due	Alerts

Station 1 Checks In Service

0	0	0	7
Items Due	SCBA Items Due	Asset Items Due	Alerts

433 Active In Service

214	4	0	1
Items Due	SCBA Items Due	Asset Items Due	Alerts

426 Active In Service

0	0	0	1
Items Due	SCBA Items Due	Asset Items Due	Alerts

429 Active In Service

0	0	0	3
Items Due	SCBA Items Due	Asset Items Due	Alerts

427 In Service

0	0	0	0
Items Due	SCBA Items Due	Asset Items Due	Alerts

EQUIPMENT CHECKS

PPE

8	Station 1	0
PPE Items Due		PPE Alerts

SCBA

1	Station 1	2
SCBA Items Due		SCBA Alerts

Assets

0	Station 1	0
Assets Items Due		Assets Alerts

First Arriving





MON, FEB 13 11:25

SHIFT


Colleyville TX

Sunny

 53° F

 2 mph SW

 46%

 68° ↓ 54°

Tuesday

Wednesday

Thursday

 72° 46°

 76° 35°

 47° 29°



ALERTS	JOURNAL
429 Tablets 2022-11-30 15:26:00 Marshall Judd set an alert When CAD import is pressed on the tablet, the EMD complaint, and destination sections become unpopulated.	No Journals
433 EMS Supplies 2023-01-30 10:57:00 Avery Glover set an alert APPARATUS INVENTORY - NARCOTICS SAFE - 2 - Ketamine (10mg/ml) - Out of Ketamine	
422 Small Tools 2023-01-30 11:03:00 Braden Fargo set an alert APPARATUS INVENTORY - REAR COMPARTMENT - 1 - 6' NY Hook - Has a slight bend in the handle	
422 Vehicle Maintenance 2023-02-03 13:31:00 Martin Mendoza set an alert Metal trim around crosslay (officer side) is damaged.	

First Arriving



MON, FEB 13 11:25

SHIFT



Colleyville TX

Sunny

53° F

2 mph SW

46%

↑ 68° ↓ 54°

Tuesday



72° 46°

Wednesday



76° 35°

Thursday



47° 29°



February District Training

Station 1:

- Oak Valley Drive
- Quail Crest Drive
- Avondale Drive
- Burnham Circle
- Carriage Drive

Station 2:

- Chadwick Crossing
- Hillbrook Drive
- Edgewood Drive
- Auburndale Drive
- Laurens Place

Station 3:

- Texas Trail
- Tumbleweed Court
- Frontier Court
- Stonington Lane
- Lowrie Road



Colleyville Fire Department

- VEHICLE & STATION
- PPE
- SCBA
- ASSETS
- CONTROLLED SUBSTANCES
- JOURNAL
- SETTINGS
- HELP



SCHEDULE



Fleet Status

Checks that are currently due

Controlled Substances

Perform Controlled Substances Check

422

Actions

ACTIVE	IN SERVICE	7 Alerts
--------	------------	----------

Registration 5/23

0	0	0
Vehicle checks	SCBA checks	Asset checks
As-Needed	As-Needed	As-Needed

433

Actions

ACTIVE	IN SERVICE	1 Alerts
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0	0	0
Vehicle checks	SCBA checks	Asset checks
As-Needed	As-Needed	As-Needed

429

Actions

ACTIVE	IN SERVICE	3 Alerts
--------	------------	----------

Registration 12/21

0	0	0
Vehicle checks	SCBA checks	Asset checks
As-Needed	As-Needed	As-Needed

V/S ALERTS



Set Alert

Set or updated in the last 14 days or marked Urgent

V/S	PPE	SCBA	Assets	CS
Station 1 Checks Building Maintenance				
February 21, 2023 03:21 PM Matt Olson set an alert T241 shoreline breaker tripping. It is reset and holding but has tripped several times.				
February 21, 2023 03:52 PM Robert McKeown added a comment Work order Created in GoGov				
Details Add Comment Edit #779661				
Station 1 Checks Building Maintenance				
February 21, 2023 10:32 AM Matt Olson set an alert Cable for Colleyville flag pole is too long and flag twists around cable.				
February 21, 2023 11:13 AM Robert McKeown added a comment Work order created in GoGov				
Details Add Comment Edit #779530				
422 Small Tools				
February 20, 2023 02:56 PM Martin Mendoza set an alert APPARATUS INVENTORY - DRIVER 3 - 1 - Rabbit Tool/K-Tool Bag - OOS OOS				
Details Add Comment Edit #779109				
Station 1 Checks SCBA Fill Stations				
February 19, 2023 05:50 AM Brent Wilson set an alert The fill station at station 1 appears to not be working properly. There was an audible alarm and several lights activated indicating an issue. See the attached picture.				
Details Add Comment Edit #778007				
429 Building Maintenance				

JOURNAL



Add Post

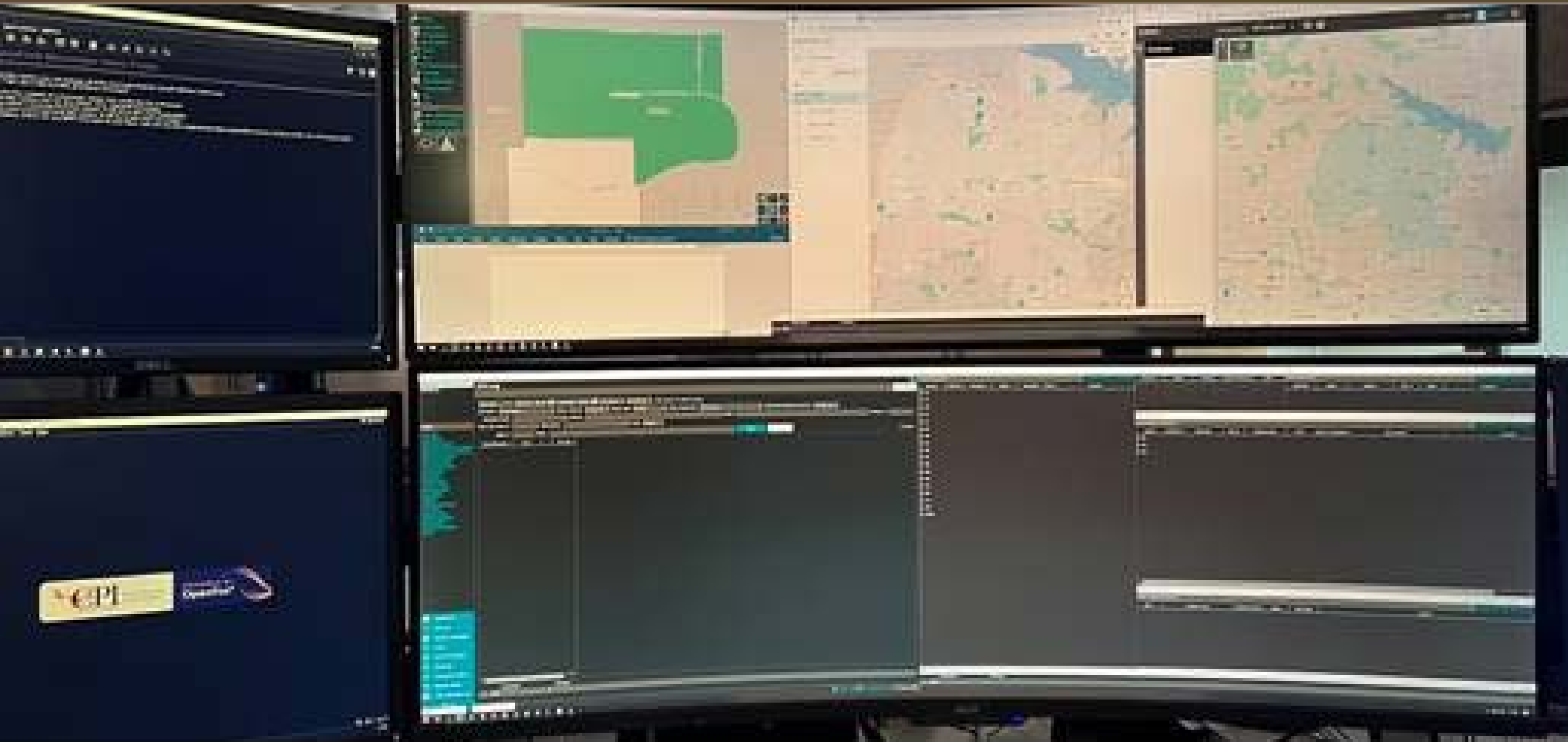
Posted or updated in the last 7 days



Dispatch Center



Dispatch Center



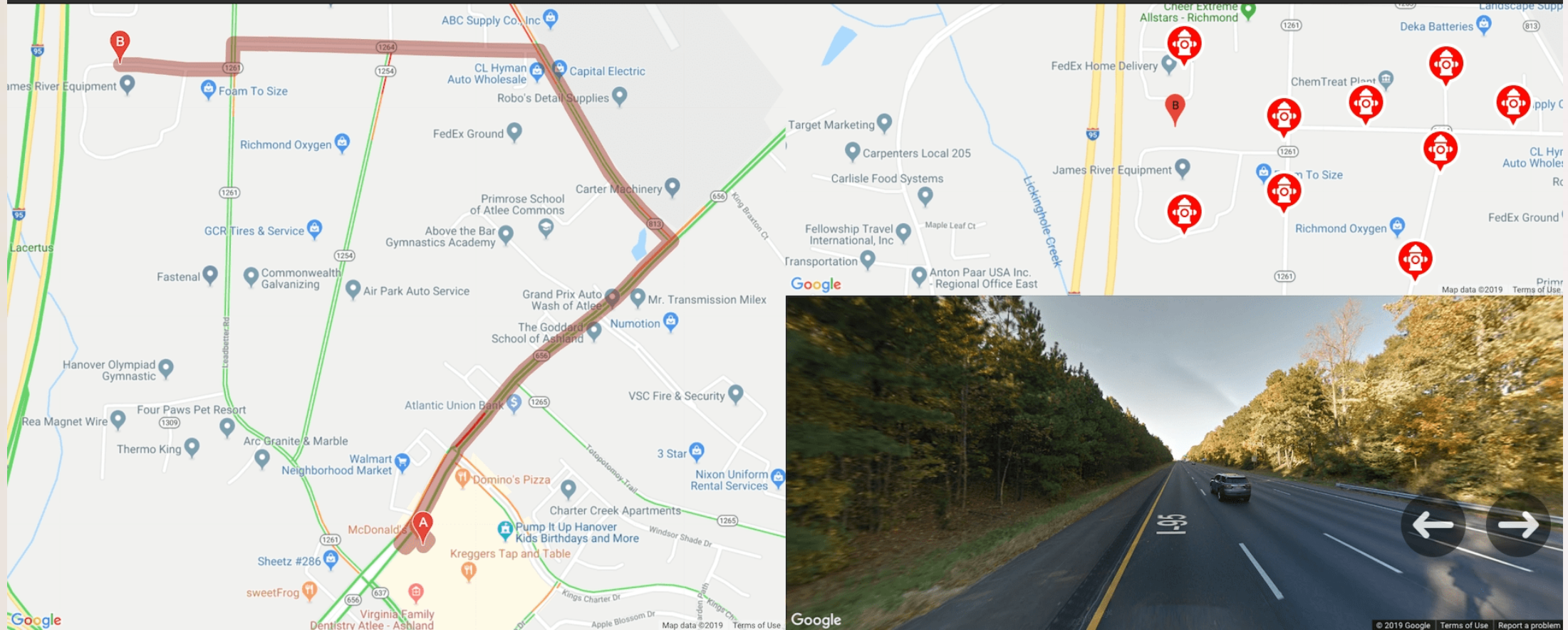
First Arriving



APARTMENT FIRE 3533 77TH AVENUE

Caller reports explosion and people on third floor balconies needing rescue
Due: Engine 1, Ambulance 8 & Medic 11

00:50:02



First Due



Incidents

CAD:CF23000267

13:36 Feb, 20

MUTUAL AID - MEDICAL

900 S MAIN ST, GRAPEVINE

LEGACY TEXAS BANK

W DALLAS RD (48.0 feet) / W NASH ST (0.1 miles)

To Station

To Scene

On Scene

Not Available

Dallas Rd

Dallas Rd

Prosperity

LTB

Temporarily closed

Int'l Christian Wor

Hall Of F

Calculate Route

Call History

Dashboard

Edit Pre-plan

Building Stages

Incidents

Units

Map

Chat

Menu

CS Pro Suite



Public Safety Suite Professional Mobile TRAINING

1 / 2

< >

Enroute

On Scene

Enroute Hospital

At Hospital

Clear Destination

Unavail

Available

Zoom to CFS

Mobile CAD

Assigned

Unit M241 Location CFD Station 1 Details Ambulance

CFS [CFS23000008](#)

MapWeb MapAddress CardAcc. Report

153 : MUTUAL AID - MEDICAL

900 S MAIN ST, GRAPEVINE

Create Case

SummaryCommand LogAssigned UnitsNamesVehiclesLocation NotesSOPNCICOtherCLQ Pictures911 Messages

Cross Streets W DALLAS RD (48.0 feet) and W NASH ST (0.1 miles)

Nearest Intersection S MAIN ST and W DALLAS RD (48.0 feet)

From #Contact #

Names

UnknownEdit Remove

Add Name

Vehicles

Add Vehicle

CAD Command Log

02/22/23 10:01:53

02/22/23 10:01:19

02/22/23 10:00:07

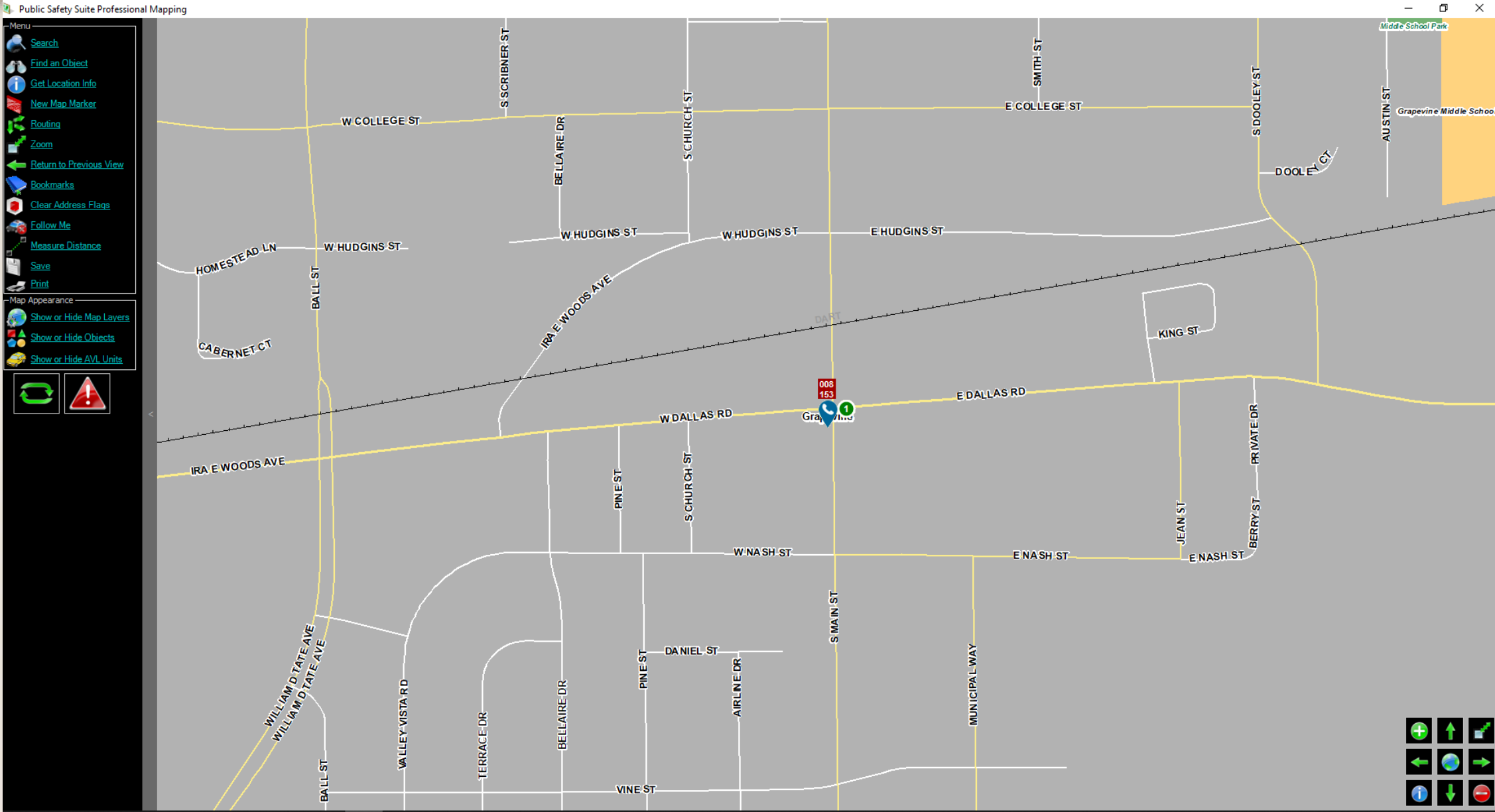
02/22/23 09:59:18

M241

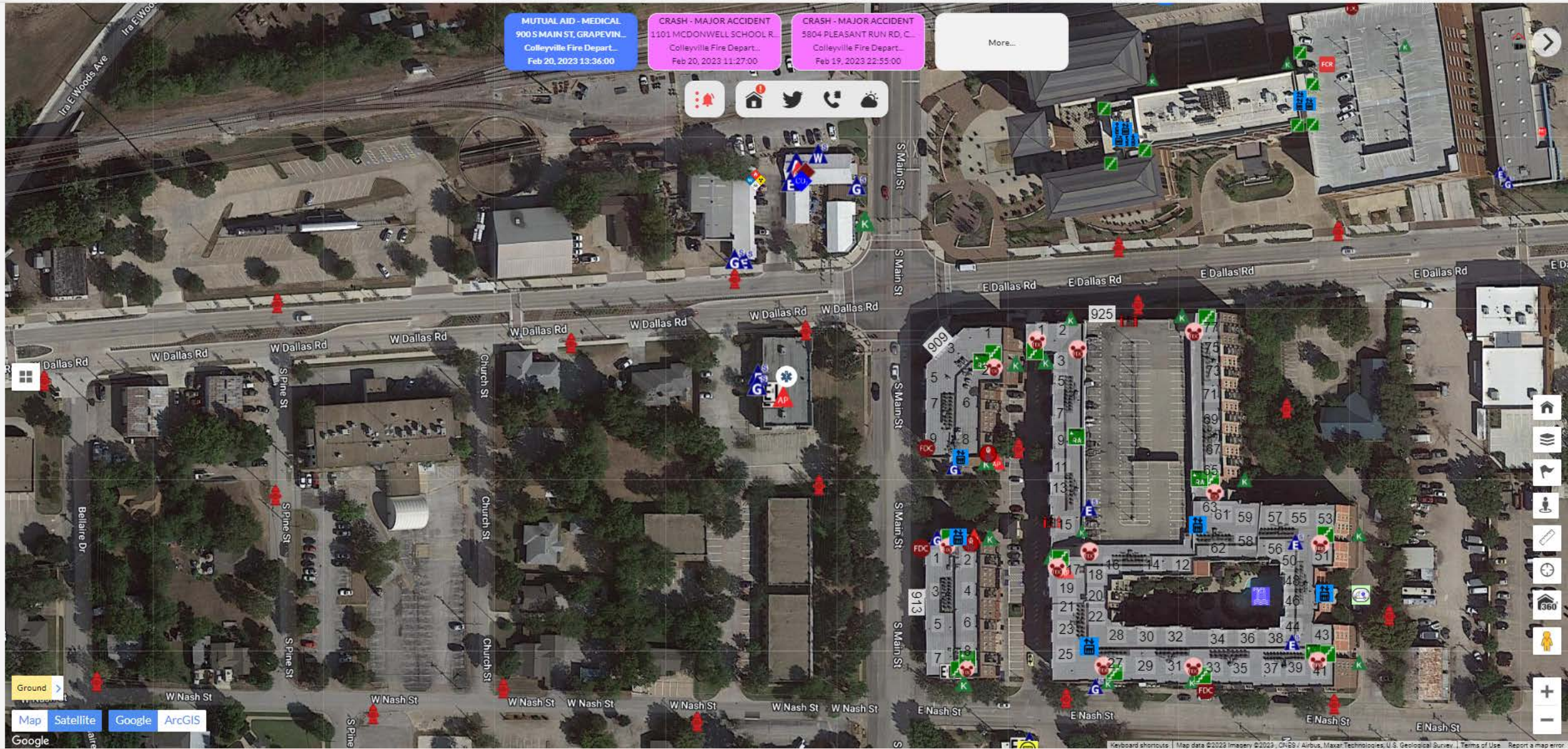
Person fell and is complaining of injury
1 pt
Dispatched
New CFS

Add To Call Details

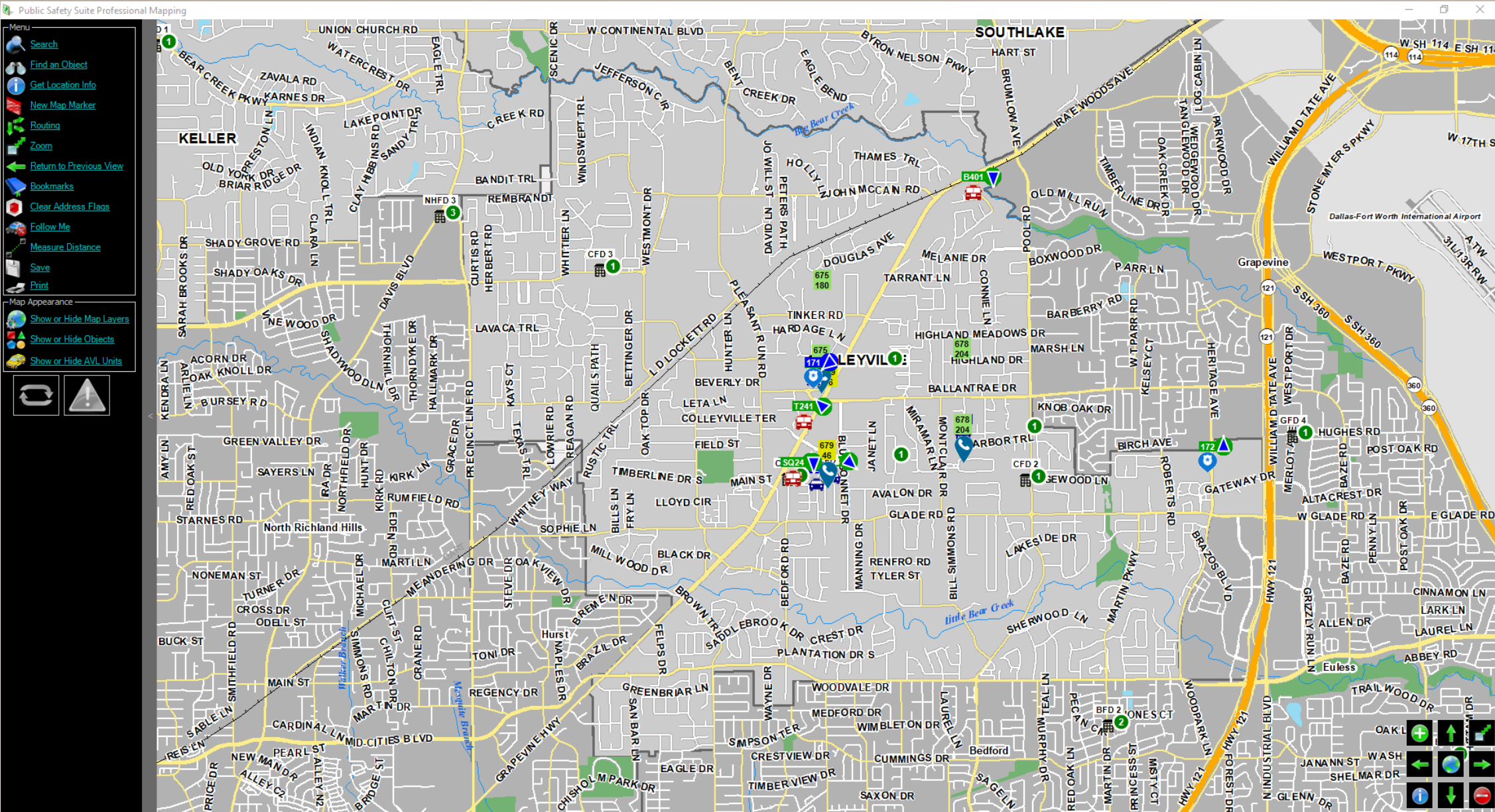
CS Pro Suite



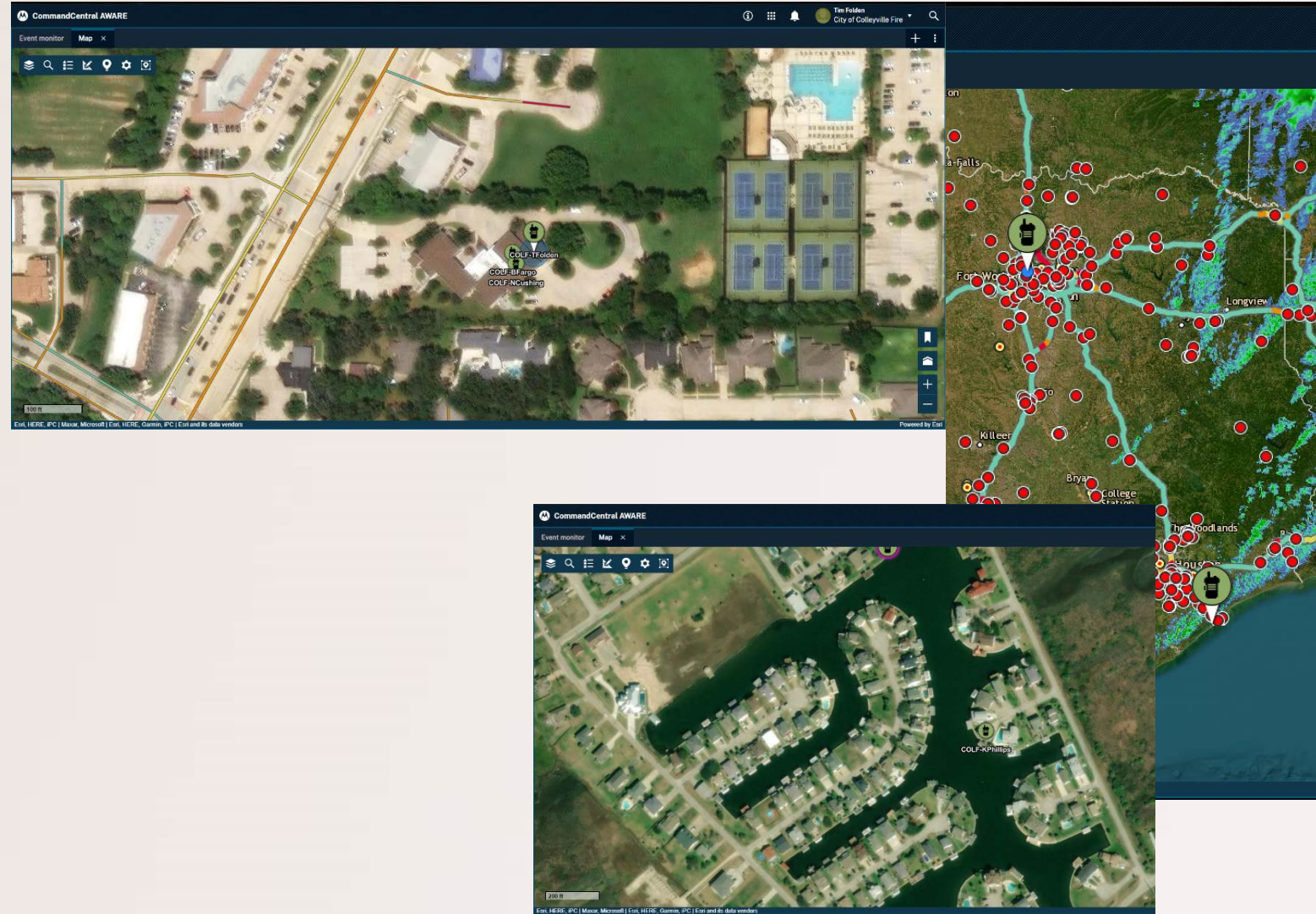
Tim Folden



CS Pro Suite



Motorola



IC X



First Arriving





MON, FEB 13 11:24

SHIFT
B

Colleyville TX
Sunny
53° F
2 mph SW
46%
68° / 54°

Tuesday 72° / 46°
Wednesday 76° / 35°
Thursday 47° / 29°



INCOMPLETE REPORTS		
Incident Number	Assigned To	Date/Time
CFS23027657		02/12/2023
CFS23027641		02/12/2023
CFS23021860		02/03/2023
CFS23014917	Olson, Matt	01/22/2023

TURNOUT TIME

Shift A
93%
70 / 75

Shift B
97%
56 / 58

Shift C
94%
66 / 70

Emergency Reporting



Dashboard

- Home
- Incidents
- Message Center
- Hydrants
- Maintenance
- Occupancy
- Training
- Reports
- Library
- Shifts
- Staffing
- Calendar
- Events
- Inventory
- Daily Roster
- Payroll
- Demographics

Welcome Timothy Folden
Username: foldent
Wednesday, February 22, 2023
Last Session: 02/17/2023 09:22:05

Account ID: 1625
Department Name: Colleyville Fire Department
Station: 1 - Station 1
Shift: Administration

[Change Password](#)
[Change Station/Shift](#)

Daybook

System Notifications:

[Change My Notifications](#)

Calendar Items:
There are currently no miscellaneous calendar items to display.

Messages:
There are no new messages to display.

Incidents:
 You have 0 **incomplete incidents** assigned to you.
You have 0 **incomplete incidents** submitted via 3rd Party Vendors.
You have 0 incidents waiting to be **reviewed**.
The number of days since last NFIRS export: 390 Please review all of the incidents from the month of January, 2022 and export the calls in the Export area of the Administration module.

Hydrants: **Out of Service Hydrants:** **2**

Maintenance:
There are 0 **pending equipment work orders**

There are 0 **pending apparatus work orders**

Events:
[View all events.](#)

Daily Log

Select Stations

◀ Back

Date 02/22/2023

Next ▶

Add to Log

Start	End	Log Details	Personnel
(No Items)			



Home

My Assignments

Self-Assign

My History

My Credentials

My Evaluations

My Events

File Center

Forum

Record Completions

Schedule

NAME	DUE DATE
 LAFD BOYD STREET Assignment	Jan 16, 2023
 New Evaluations+ Administrator Site Training Onboarding Evaluations+	Dec 31, 2022
 EMS Instructor EMS-DSHS	Oct 31, 2023
 EMT - Paramedic EMS-DSHS	Aug 31, 2026
 Life pack training December 2022 Assignment	
 November 2022 Best EMS Training Assignment	
 best ems January 2023 Assignment	
 best ems September 2022 Assignment	
 capnography training December 2022 Assignment	
 lucas training December 2022 Assignment	
Show More	

Bulletin Board

SOP's have been moved to the file center under the home tab on Target Solutions. In order to access the SOP's you will have to access the file center and click on the SOP's folder. Please be aware that these are still a work in progress, ergo we will have to pull one or two out individually in order to edit or ameliorate them and those will not be accessible during those editing times.
Thank you,
Capt. Torti

Useful Links

Links to commonly used web pages



EMERGENCY REPORTING



CrewSense



Events

Today Wednesday, February 22

Wednesday, February 22

A Shift

9:00am BEST EMS CE's

Thursday, February 23

A Shift

Friday, February 24

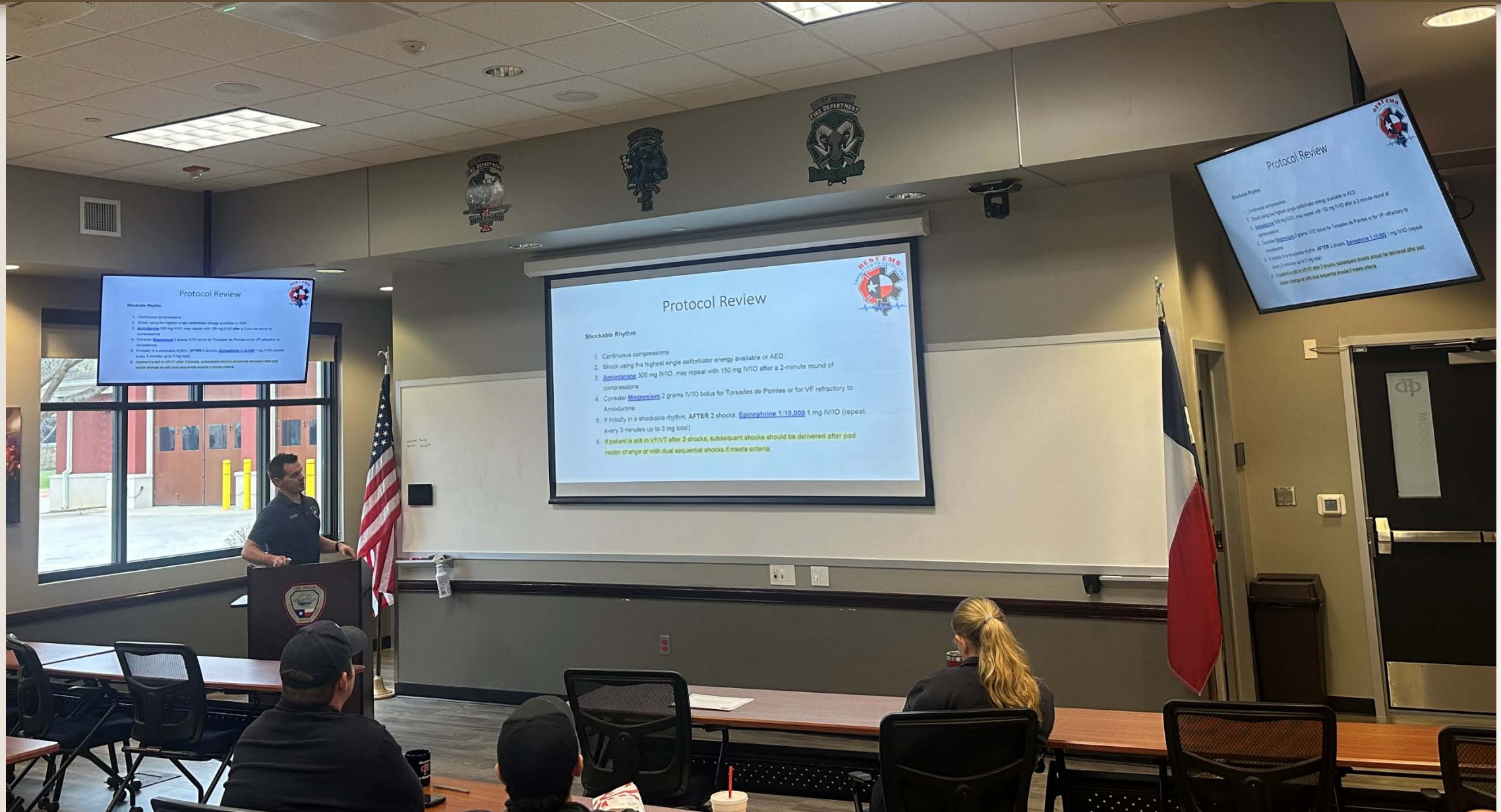
B Shift

9:00am BEST EMS CE's

2:00pm Captain Lewis - Smoke Detector Replacement

Saturday, February 25

Training Room



Conference Room



iSimulate



Questions and Discussion



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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www.colleyville.com

Agenda Number WS-2

Agenda Date 3/7/2023

Type Worksession

Department Fire

Title

Discussion of Fire Department ladder truck purchase

Explanation

Fire Chief Mark Cantrell will discuss the department's apparatus replacement schedule and recommendations for ladder truck purchase.

Attachments

1. Ladder truck replacement

Fire Department Apparatus Purchase

Mark Cantrell, Fire Chief
City Council Worksession
March 7, 2023

Apparatus Replacement Program



- Engines
 - 2 in service
 - 1 reserve
 - Aerial
 - 1 in service
 - Ambulances
 - 2 in service
 - 1 reserve
- Engines
 - 18 year expected service life
 - 12 years in service
 - 6 years in reserve
 - Aerial
 - 15 years service life
 - No reserve status
 - Ambulances
 - 9 year expected service life
 - 6 years in service
 - 3 years in reserve

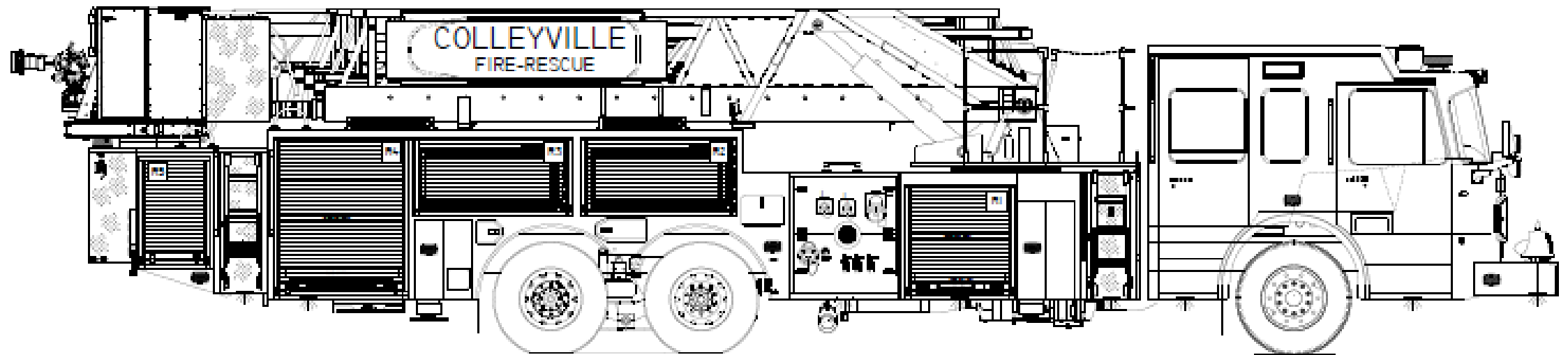
Truck 241



- Current unit
 - 2010 mid-mount platform
 - Will be sold upon delivery of new purchase
 - Planned replacement in FY25



Proposed Aerial



Purchase Plan



- Cost of purchase
 - Purchase total
\$2,177,142.00
 - Pre-payment discount
(161,032.00)
 - Final price \$2,016,110.00
- Lease purchase terms
 - Leasing thru REV Financial Services
 - \$0 down payment
 - 10 years
 - 4.90%
- Current build timeframe more than 2 years
 - Build times anticipated to increase as orders increase
 - Bi-annual cost increase of 3%
- Financial impact
 - Annual payment of \$296,205.62
 - First payment due March, 2025
 - Estimated ½ cent on I&S tax rate



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-3

Agenda Date 3/7/2023

Type Worksession

Department Parks and Recreation

Title

Recreation Center update

Explanation

This item seeks to provide an update on the Colleyville Recreation Center renovation, which includes a review of the activity since the property was purchased, and Phase I construction and operational elements. In addition, staff is seeking Council approval to work with the Parks and Recreation Advisory Board to develop a recommendation for future amenities which may be desired in the next phase of the Recreation Center transformation.

Attachments

1. Recreation Center update presentation

Recreation Center Update

City Council Worksession
March 7, 2023

Timeline for the Recreation Center



- **November 10, 2023** – Professional Services Agreement with Brinkley Sargent Wiginton Architect (BSW) to provide an assessment of the current building (roof, mechanical, engineering, plumbing, and accessibility)
- **December 8, 2023** – Close on the future Recreation Center
- **March 7, 2023** – Professional Services Agreement with BSW for the design and construction administration services for the Recreation Center Renovation Project
- **April 2023** – Recreation Center Renovation Project goes out to bid



Phase I

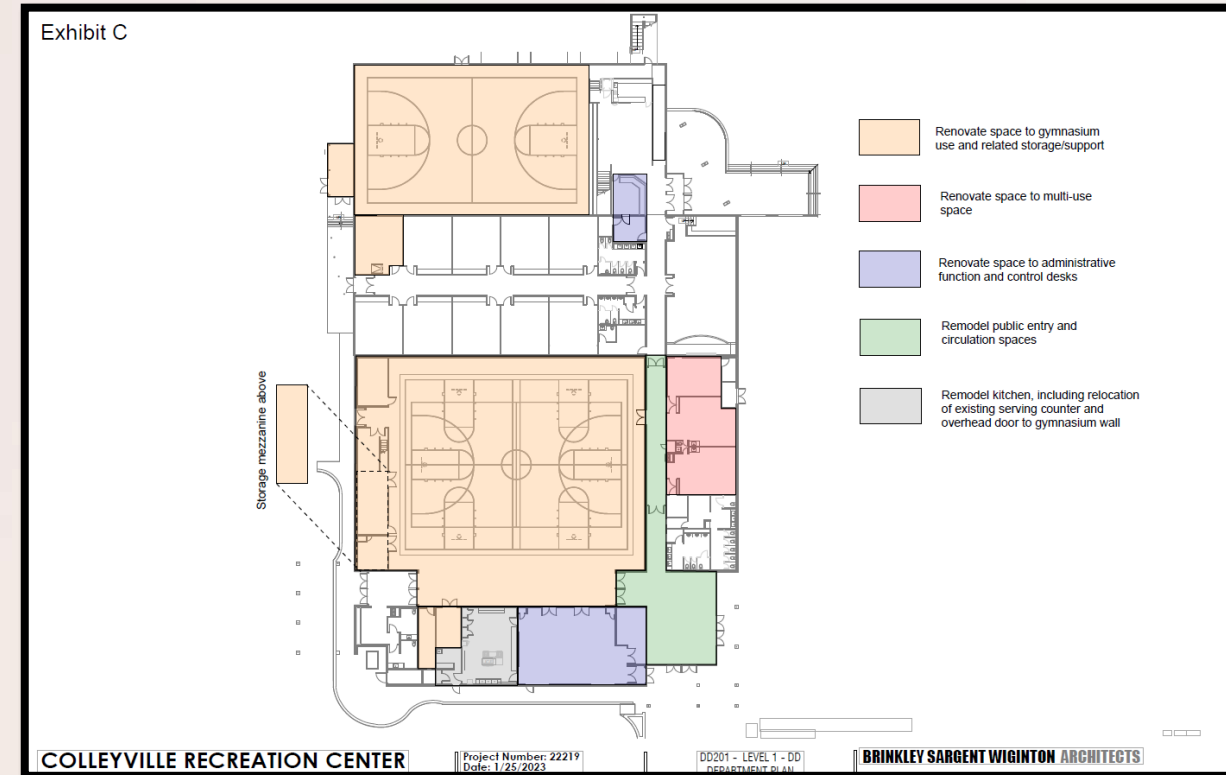


Construction Elements:

- Repair / Replace roof
- Renovate the interior to provide gym spaces
- House all of the recreation programming from youth to adults
- Renovate space to provide multi-use space
- Renovate space to provide administrative offices and control desks
- Remodel entry and circulation spaces
- Remodel kitchen to open toward the gymnasium
- Install a wrought iron fence with stone columns along Glade Road (southern aspect of open space)
- Install signage at corner of Glade & Roberts
- Landscape improvements throughout the exterior of the facility

Operational Elements:

- Formulating staffing needs and levels
- Policies and procedures
- Programming



Phase II



Phase II: *Parks & Recreation Advisory Board*

- Other amenities to be found in the Recreation Center
- Utilizing Parks & Recreation Masterplan to develop a 5-year plan for the Recreation Center
- Recommend to Council the amenities which should be included in the facility, priority for such amenities, and funding estimates for said amenities.



Questions and Discussion



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-4

Agenda Date 3/7/2023

Type Worksession

Department City Secretary

Title

Discussion of the March 7, 2023, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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Agenda Number 1

Agenda Date 3/7/2023

Type Executive Session

Department City Secretary

Title

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Section 551.071 - Legal - Pending Litigation - Discuss Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled *City of Allen, Texas et al., v. Time Warner Cable Texas, LLC d/b/a Spectrum and Charter Communications*, Case No. 6:10-cv-345-ADA-DTG

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

Attachments

RESOLUTION R-23-4821

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF MARCH 7, 2023**

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 7TH DAY OF MARCH 2023.

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

RESOLUTION R-23-4822

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF MARCH 7, 2023**

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 21, 2023
 - b. Approval of a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for Design and Construction Administration Services for the Colleyville Recreation Center renovation project, in an amount not to exceed \$217,820, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 7TH DAY OF MARCH 2023.

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 Minutes - Draft

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

Tuesday, February 21, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, February 21, 2023, at 5:30 p.m.

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

ABSENT: Councilmember George Bond.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Assistant Police Chief Hillary Wreay, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Kyle Lester, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

Mayor Lindamood noted Councilmember Bond is traveling and will not attend.

WS-1 Annual Colleyville Crime Report

Police Chief Michael Miller presented the 2022 Crime Report stating crime remains flat over the historical low rate of 2021. Chief Miller reviewed the Part 1 Crimes, which are part of the Uniform Crime Report.

Chief Miller gave the highlights and timeline for moving to the National Incident-Based Reporting System (NIBRS) which is a reporting system utilized by law enforcement to collect and report detailed crime data and is now used by Colleyville. During the presentation, Chief Miller reviewed patrol and criminal investigations activity, and traffic crash data.

Concluding his report, Chief Miller stated the department is aggressively recruiting School Resource Officers (SRO's), reviewing agreements with Grapevine and Keller Independent School Districts, and monitoring legislation in relation to SRO funding.

WS-2 Discussion of the February 21, 2023, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood closed the worksession at 6:00 p.m. and called the Executive Session to order.

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

Section 551.071 - Legal - Consultation 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

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

Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the City Manager

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 6:50 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:04 p.m. and called the roll.

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

ABSENT: Councilmember George Bond.

INVOCATION: Pastor Lanre Sobo, Glory House

PLEDGE OF ALLEGIANCE: Councilmember George Dodson

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4818

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 the City Council made announcements regarding City and community events.

Proclamation recognizing Colleyville Heritage and Grapevine High School students for achieving All-State Orchestra, Band, and Choir - Mayor Lindamood

Mayor Lindamood welcomed Dr. Paul Sikes, GCISD Director of Fine Arts to assist in recognizing 11 GCISD students for achieving All-State Orchestra, Band, and Choir. Mayor Lindamood presented Dr. Sikes and each student with a proclamation recognizing this high achievement.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4819

4a Approval of the minutes of the regular City Council meeting of February 7, 2023

4b Approval of an employment agreement for the City Manager

4c Approval of a Neighborhood Entrance Beautification Program and guidelines allowing the City to enter into Chapter 380 Grant Agreements with qualifying HOAs and property owners to provide 50% matching grants in an amount up to \$25,000 for landscape and hardscape improvements to neighborhood entrances

4d Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Woodmont Land Company, as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,250,000 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents

Mayor Lindamood read Resolution R-23-4819 in its entirety.

Mayor Lindamood presented item 4b noting the City Manager has operated without an employment agreement and this agreement is consistent with area cities policies. He and the rest of the City Council thanked the City Manager for his work.

Assistant City Manager Mark Wood presented items 4c and 4d.

In presenting item 4c, Manager Wood stated there are approximately 330 neighborhoods within the City; 90 with HOAs, 59 within the TIF district, and 49 within the TIF district have HOAs. An application with the landscaping, hardscaping, and maintenance plans must be submitted through the City Manager's Office and the grants must be approved by City Council.

Councilmember Dodson asked Manager Wood if the funding for the grants are from TIF and General Fund. Manager Wood stated yes.

Manager Wood explained the Purchase and Sale Agreement with Woodmont Land Company on item 4d is the first step and once under contract, The Woodmont Company will begin working with the City for entitlement approvals for the property, followed by construction. He stated the transaction will likely close in summer 2023.

Councilmember Dodson asked Manager Wood how much it had cost to demo the property. Manager Wood stated \$80,000.

Mayor Lindamood opened the public hearing.

Joe Stout, 5508 Jane Lane, president of the Kingswood Estates HOA, spoke in support of item 4c, the 380 Grants and thanked the Council and City.

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

Councilmember Rigney made a motion to approve Resolution R-23-4819, seconded by Councilmember Dodson.

The motion to approve passed by the following vote:

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

Absent: 1 – Councilmember Bond.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - January 2023

Finance Director Kyle Lester provided the January financial report making note through January, the General Fund has collected 63% of its budgeted revenues and spent 33% of budgeted expenditures, yielding a year-to-date surplus of \$8.16 million. He stated this is a significant increase over last year's surplus, due to the City's elimination of the \$1.5 million transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. Property tax receipts are coming in slightly slower than the previous year.

Director Lester stated the City's third sales tax collection for FY23, representing sales made in December, showed a solid increase of 7.1% over last December. The total year-to-date increase of 4.8% over FY22 represents an additional \$128,000 to the City so far this year. With Colleyville's sales tax having grown a total of 25%, or from \$8.5 million in 2020 to a record-high \$10.29 million in the last year, any flat or increasing sales tax is fantastic for the City and indicates recent high gains will sustain.

Director Lester reviewed the revenue and expenditures in the Utility, Drainage, Hotel, and Debt Service funds.

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

6a Ordinance O-23-2233

Request to appeal the decision of the Planning and Zoning Commission for 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 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC22-036

Mayor Pro Tem Wheat made a motion to remove Ordinance O-23-2233 from the table, seconded by Councilmember Dodson.

The motion passed by the following vote:

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

Absent: 1 – Councilmember Bond.

Mayor Lindamood read the caption of Ordinance O-23-2233.

Community Development Director Ben Bryner reviewed the request, gave a brief overview of the final plan submittal, and advised the Council any action requires a super majority.

Curtis Young, Sage Group, gave a presentation, highlighting changes and modifications to the development, acknowledging citizen input and concern for the trees, and suggested a workshop to reach a middle ground.

Mayor Lindamood opened the public hearing.

The following did not speak, but registered opposition:

Valerie Reed, 6806 Rockbrook Court, Donna Marshall, 5707 Hidden Oaks Drive, Pierre Conan, 2317 Danielle Drive, Eric Presson, 3717 Montclair Parc, James

Andru, 564 Green Meadow, Robert and Rita Zebian, 6708 India Court, Pamela Crail, 2305 Wilkes Court, Michael and June Vanzant, 2412 Wilkes Drive, Michelle Aguirre, 2402 Wilkes Drive, Steve Wasson, 2413 Wilkes Drive, Edward Lacy, Jr. and Kathleen Lacey, 208 Briarcliff Court, Mark Crail, 2305 Wilkes Court, Richard Limbucher, 6602 Charleston, Carol Johannessen, 2507 Twelve Oaks Lane, Cyndi Campbell, 2410 Wilkes Drive, Rose Case, 903 Briar Ridge Drive, Margaret Mahoney, 1002 Saddlebrook Drive, Anne Dyson, 909 Dogwood Court, Paul and Sheryl Burek, 608 Green Meadow N., Sal and Sharon DeLuca, 2404 Wilkes Drive, Sam, Tracy, Mark Hearn, 2409 Wilkes Drive, Carol Harvey, 217 Oak Valley, John and Judith Schaefer, 6803 Atlanta Drive, Elizabeth Wasson, 3909 Cliffwood Drive, Cheri Moore, 1017 W. Murphy Road, Stephen Muzyka, 2902 Roaring Springs Road, Mark and Petra Lively, 7209 Jo Will Street, Marietta Kane, 1705 Heathermore, Heidi Farnella, 6602 Beddo Court, Robert and Bo Bottger, 6800 Atlanta Drive, and Janet Lenhart, unknown address, Stephanie Gaska, 6801 India Court, Sheryl Robinson, 6802 India Court, Tracy Edwards, 2401 Twelve Oaks Lane, and Anna Ostronoff, 6601 Beddo Court.

The following spoke in opposition:

Vicki Heminger, 6804 Rockbrook Court, Elizabeth and Sam Hearn, 2409 Wilkes Drive, Charles Anderson, 2414 Wilkes Drive, Mike Ferrell for Jason Aguirre, 2402 Wilkes Drive, Kathy Hadley, 204 Timberline Drive N., Eric Weiler, speaking on behalf of Tim Waterworth, 2011 Frances Drive, Harold Ledbetter, 6700 Pleasant Run Road, Robert Egan, 2410 Twelve Oak Lane, Connie Stout, 5505 Janet Lane, Priscilla Samaniego, 304 Chestnut Bend, Bruce and Stacy Taylor, 4501 Shadycreek Lane, and Leonna Nichols, 1017 W. Murphy Road.

There being no others wishing to speak, Mayor Lindamood closed the public hearing.

Mayor Lindamood made a motion to deny without prejudice Ordinance O-23-2233, seconded by Councilmember Kelley.

The motion to deny Ordinance O-23-2233 without prejudice passed by the following vote:

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

Absent: 1 – Councilmember Bond.

7. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, spoke regarding the towers, Glade Road, SH26 traffic signals, and a personal challenge with a relative.

Stacy Taylor, 4501 Shadycreek Lane, spoke regarding questions concerning the development of the property in the previous Ordinance O-23-2233.

8. REPORTS

Colleyville Center Advisory Committee Minutes - November 21, 2022

Planning and Zoning Commission Minutes - January 9, 2023

Planning and Zoning Commission Worksession Minutes - January 23, 2023

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 21, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4820

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 9:39 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 7TH DAY OF MARCH 2023.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4b

Agenda Date 3/7/2023

Number Resolution R-23-4822

Type Resolution

Department Parks and Recreation

Title

Approval of a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for Design and Construction Administration Services for the Colleyville Recreation Center renovation project, in an amount not to exceed \$217,820, and authorizing the City Manager to execute the agreement

Strategic Plan

Explanation

Reading and Public Hearing

In November 2022, the City entered into a Professional Services Agreement with Brinkley Sargent Wiginton Architect (BSW) to provide an assessment of the Colleyville Recreation Center (formerly Covenant Church) building (roof, mechanical, engineering, plumbing, and accessibility). This item provides for a Professional Services Agreement with BSW to continue oversight of the renovation project. If approved, it is anticipated the project will go out for bid in April of this year.

Financial Impact

The Professional Services Agreement will be funded through the 2022 bond.

Recommendation

Approve

Attachments

1. Professional Services Agreement Design and Construction Administration Services - Brinkley Sargent Wiginton Architects - Rec Center

PROFESSIONAL SERVICES AGREEMENT
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
COLLEYVILLE RECREATION CENTER

This Professional Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **Brinkley Sargent Wiginton Architects, Inc.** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City Design and Construction Administration Services for Renovations to the Colleyville Recreation Center ("Project"), as set forth in the Scope of Services attached hereto as **Exhibits "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

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 Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional's Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit B**, attached hereto and incorporated herein and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, 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 Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional 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.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) 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 Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional'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. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

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

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which a professional of similar skill and experience should have noticed to the City.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 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.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional 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 Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional") for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked “Confidential” or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional’s performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional’s compensation shall be as specified in the payment schedule set forth in **Exhibit B**; provided, that the total compensation under this Agreement shall not exceed Two Hundred and Seventeen Thousand Dollars and Eight Hundred and Twenty Dollars and No Cents (\$217,820.00), without prior written approval of City in its sole discretion.

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit B**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City’s receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional 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 City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(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 fifteen (15) 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 written 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 Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional 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 Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. 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 re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to 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 for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") 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 OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY, AND SAVE HARMLESS THE CITY INDEMNITEES 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 THE

NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

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. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

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

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

(c) pursuant to Texas Government Code Chapter 2251, that Professional'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 13. Miscellaneous

(a) Professional shall not assign this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders 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 INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

BRINKLEY SARGENT WIGINTON

By: _____

Jerry Ducay
City Manager

By: _____

Stephen Springs, AIA
Senior Principal

Date: _____

Date: _____

Notice Address:

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

Notice Address:

Brinkley Sargent Wiginton Architects, Inc.
Attn: Stephen Springs
5000 Quorum Dr
Dallas, Texas 75254
E: ssprings@bsw-architects.com

Colleyville Contract ID:
PSA_MM_January 12, 2023_v1.20220714

EXHIBIT “A”
SCOPE OF SERVICES

(ATTACHED)

**EXHIBIT “B”
FEE SCHEDULE
(ATTACHED)**

EXHIBIT “C”
SCHEMATIC DESIGN DOCUMENT
(ATTACHED)

**EXHIBIT “D”
HOURLY RATE
(ATTACHED)**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1. As used herein, “Owner” shall mean the City of Colleyville, Texas; “Architect” shall mean Brinkley Sargent Wiginton Architects, Inc; “Contract Documents” shall mean the Contract for Construction entered between Contractor and Owner, and consist of said Contract; Conditions of the Contract (General, Supplementary and other conditions); Drawings; Specifications; Addenda issued prior to execution of said Contract; other documents listed in said Contract and Modifications issued after execution of said Contract. A Modification is (1) a written amendment to said Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work. “Contractor” shall mean the firm or entity who will enter into a Contract for Construction with the Owner for construction of the Project; “Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project in strict accordance with the Contract Documents”

The project consists of the renovation of an existing church building located at 5008 Roberts Road, Colleyville, Texas to become a municipal recreation center. The Owner’s budget for the Cost of the Work is between \$1 and \$1.5 million, subject to adjustment as directed by the Owner (hereinafter, the “Project”) “Initial Information shall include the information provided by the Owner to the Architect and the Initial Facility Assessment work performed by the Architect for the Owner pursuant to a separate Agreement entered into between the Parties on or about November 8, 2022 (hereinafter, the Facilities Assessment Agreement), including the Schematic Design document attached hereto as Exhibit C and incorporated in the Agreement herein.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in the Agreement.

§ 2.2 The Architect and Architect’s Consultants shall perform its services in accordance with laws, codes, rules, and regulations applicable for the location of the Project consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect’s Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect’s Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement:

- .1 comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Architect’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage;

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- .2 policy of automobile liability insurance covering any vehicles owned and/or operated by Architect, 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;
- .3 statutory Worker's Compensation Insurance at the statutory limits and Employer's Liability covering all of Architect's employees involved in the provision of services under this Agreement with policy limits of not less than \$500,000.00;
- .4 Professional Liability covering negligent acts, errors and omissions in the performance of Architect's services under this Agreement with policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- .5 All policies of insurance shall be endorsed and contain the following provisions: (1) name the Owner, its officers, and employees as additional insureds as to all applicable coverage with the exception of Worker's Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Owner for cancellation of the insurance; (3) provide for a waiver of subrogation against the Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Architect shall provide written notice to the Owner of any material change of or to the insurance required herein.
- .6 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.
- .7 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Cost of said filings shall be paid by the Owner.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 For the purposes of this Agreement, Schematic Design services are considered complete with the work provided pursuant to the Facility Assessment Agreement previously entered with Owner. The anticipated scope of work moving forward generally consists of:

- Converting existing worship and gymnasium/auditorium spaces to new full-size gymnasium spaces.
- Converting existing lobby and dining spaces to control and administrative spaces.
- Correcting existing ADA accessibility compliance issues within the building.
- Updating related mechanical and electrical issues as needed.

§ 3.2.2 Site improvements have not been included in the Schematic Design phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Document submitted by Architect, attached hereto as Exhibit C , and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall submit the Design Development documents to the Owner, and request the Owner's approval. The Architect will provide to the Owner one set of printed documents (if desired) and an electronic (PDF) set of documents.

§ 3.3.3 The Architect shall provide an estimate of the Cost of the Work in a format that will facilitate the ability to prioritize and determine a final Scope of Work to proceed into Construction Documents Phase services.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, the finalized Scope of Work, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the City Purchasing Department if needed in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval. The Architect will provide to the Owner one set of printed documents and an electronic (PDF) set of documents.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**§ 3.5.1 GENERAL**

The Architect shall assist the City Purchasing Department if needed in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the City Purchasing Department if needed in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents or as required by City Purchasing Department.

§ 3.5.2.2 The Architect shall assist the City Purchasing Department if needed in bidding the Project by

- .1 arranging for electronic documents in PDF format acceptable to the city for distribution of the Bidding Documents to prospective bidders. Cost of reproduction to be paid for by prospective bidders;
- .2 assisting the Owner in conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda (which shall be issued via electronic PDF); and
- .4 assisting in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the City Purchasing Department if needed.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES**§ 3.6.1 GENERAL**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the General Conditions set forth in the Contract for Construction between Contractor and Owner, a copy of which will be provided to Architect upon final execution.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, and make them available to Owner upon request.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety

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precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 All submissions and responses shall be via electronic correspondence.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Architect shall provide written notice of any minor changes in the Work authorized herein to the Owner. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, and make them available to Owner upon request.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall visit the site conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visit shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

SCOPE OF SERVICES / TERMS & CONDITIONS City of Colleyville – Recreation Renovations

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Exhibit B

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City of Colleyville – Recreation Renovations

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Architect	Per Facility Assessment Agreement
§ 4.1.3 Measured drawings	Architect	Per Facility Assessment Agreement
§ 4.1.4 Existing facilities surveys	Architect	Per Facility Assessment Agreement
§ 4.1.5 Site Evaluation and Planning	Not Provided	
§ 4.1.6 Building information modeling	Architect	4.2.2
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Exhibit B
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	4.2.3
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning	Not Provided	
§ 4.1.22 Commissioning	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Not Provided	
§ 4.1.28 Topographic Survey Services	Not Provided	
§ 4.1.29 Platting Services	Not Provided	
§ 4.1.30 Geotechnical Investigation	Not Provided	
§ 4.1.31 TAS Review / Inspection	Architect	Exhibit B
§ 4.1.32 ICC 500-2014 Third Party Review	Not Provided	

§ 4.2 Description of each Additional Service designated in Section 4.1 as the Architect's responsibility:

Item 4.2.1 - Programming: Not included.

Item 4.2.2 – Building Information Modeling: The Architect may, at their sole discretion as to Level of Development, utilize BIM while fulfilling their scope of services. No extra fee will be charged for this use of BIM.

Item 4.2.3 – As-Designed Record Drawings: The A/E team shall update the electronic files (BIM or CAD) prepared for bidding the project with regard to changes or clarifications necessitated during construction due to an error or omission by the design team and provide them to the Owner in PDF format as a part of Basic

SCOPE OF SERVICES / TERMS & CONDITIONS**City of Colleyville – Recreation Renovations**

Services. Changes to the electronic files to match As-Built Drawings (which shall be provided by the General Contractor) shall be an additional service.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement, with prior written approval of the Owner. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Exhibit B and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker. "Extensive Number" shall be defined as more than 2 claims;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting there from.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project representing departures from previously approved Scopes of Work. Within 15 days after receipt of a written request from the Architect submitted in accordance with Section 11 of the Agreement with the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 If deemed necessary, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Geotechnical services are not anticipated on this project. Should the Scope of Work change to need geotechnical services, the Owner shall furnish those services as necessary, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors'

SCOPE OF SERVICES / TERMS & CONDITIONS City of Colleyville – Recreation Renovations

general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8(b) of the Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 7.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

§ 7.2 ADA COMPLIANCE

The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to do so. The parties acknowledge that the ADA and the corresponding State of Texas laws regarding disability barriers ("State Law") will be subject

to various and possible contradictory interpretations. The Architect, therefore will use reasonable professional efforts to interpret and comply with all applicable ADA and State Law requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect will endeavor to achieve compliance with the ADA, using its best judgment and approvals of available Consultants and Government Officials.

§ 7.3 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in this document. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

§ 7.4 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

§ 7.5 SPECIAL INSPECTIONS

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects. Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These "Special Inspections" must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a "Certificate of Occupancy."

EXHIBIT B

COLLEYVILLE RECREATION CENTER RENOVATION FEE SCHEDULE

A/E BASIC, SUPPLEMENTAL SERVICES AND REIMBURSABLE ALLOWANCE ARE INCLUDED IN THE AGREEMENT SCOPE OF WORK. SERVICES PURSUANT TO SECTIONS D AND E BELOW ARE SUBJECT TO OWNER PRE-APPROVAL AND REQUEST

PROJECT DESCRIPTION

The project includes the renovation of an existing church for use as a municipal recreation center. Construction will occur in a single phase, using traditional design-bid-build procurement method. Reference Plan Exhibit C for areas within the building to be renovated, attached to the Agreement and incorporated therein. Scope will also include addressing interior accessibility issues as identified in the assessment. The Owner may modify the Scope of Services at its discretion pursuant to the Agreement.

A. BASIC A/E SERVICES: \$135,000

Basic Services Includes:

1. Architecture & Interior design
2. MEP Engineering
3. Structural Engineering
4. Coordination of all supplemental services
5. Fees to be billed monthly by percent complete as follows:
 - i. Design Development (DD) \$45,000
 - ii. Construction Documents (CD) \$50,000
 - iii. Bidding/Negotiations \$5,000
 - iv. Construction Administration (CA)* \$35,000

* Based upon \$5,000 per month times 7 months duration. Extended CA services as may be required through no fault of the Architect will be billed at same rate.

B. SUPPLEMENTAL SERVICES INCLUDED IN CONTRACT \$12,820

1. COST ESTIMATING: \$11,220
Provide professional cost estimating services. Estimates will be created for DD phase and 50% CD phase milestones. This cost includes both phases.
2. ACCESSIBILITY CONSULTING SERVICES: \$1,600
Review of contract documents by state approved firm for conformance as required by law. Site visits for substantial completion and final state-required inspection are included. All State of Texas required submittal fees are included in this contract. This cost will apply to CD phase.

C. REIMBURSABLE ALLOWANCE \$8,000

Reimbursable Allowances include expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by

the Professional and the Professional's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Printing, reproductions, plots, and standard form documents;
3. Postage, handling, and delivery;
4. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
5. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
6. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
7. All taxes levied on professional services and on reimbursable expenses; and
8. Other similar Project-related expenditures.

D. OWNER-CONTROLLED CONTINGENCY FOR DESIGN SERVICES: **\$40,000**

Allowance for Owner-directed additional services, as may be requested by Owner in writing. Owner-Controlled Contingency for Design Services is for the Owner's exclusive use in absorbing the increased costs related to additional design services beyond the Scope of Work set forth in this Agreement. Any use of any portion of the Owner-Controlled Contingency for Design Services requires prior written consent from the Owner. All billing detailing use of the Owner-Controlled Contingency for Design Services shall include a copy of the Owner's prior written consent, the amount being billed, and the balance remaining in the Owner's Contingency. Compensation for services provided herein shall be on an hourly basis at the rates in Exhibit D of the Agreement, attached hereto and incorporated herein.

E. OPTIONAL ADDITIONAL SERVICES **\$22,000**
(Only at the prior written request of the Owner)

1. Code-minimum Building Commissioning Services (allowance) \$16,000
2. Record Documents \$6,000
Includes updating design deliverables with field revisions as documented by the Contractor.

SCOPE OF WORK DESIGN SERVICES AND COST ASSUMPTIONS

1. Building is free of hazardous materials.
2. Building site does not require zoning or site submittal process.
3. Platting will be done by Owner if necessary.
4. Design services are limited to interior renovations and remodeling only.

DESIGN SERVICES AND COST EXCLUSIONS

1. Site design improvements are not included.
2. Roofing improvements are not included.

SUMMARY OF PROFESSIONAL FEES:

Basic Professional Services	\$135,000
Supplemental Services	\$12,820
Reimbursable Allowance	\$8,000
Owner-controlled Contingent Design Services (If requested)	\$40,000
Optional Services (If requested)	\$22,000
Maximum Total Contract	\$217,820

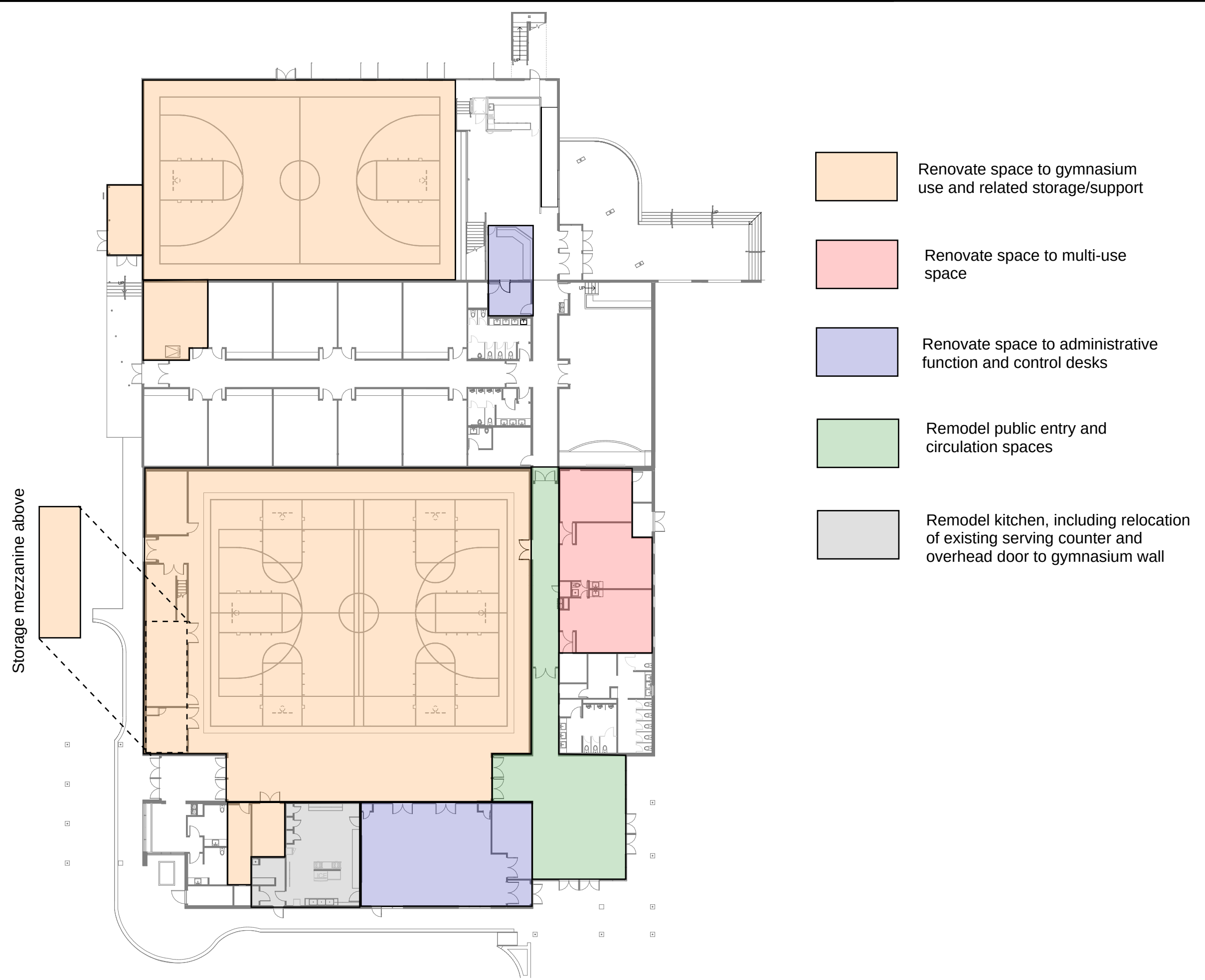


EXHIBIT D

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES

2022

<u>TITLE</u>	<u>RATE/hr.</u>
Principal	260.00
Project Manager	190.00
Strategic Planner	170.00
Senior Project Designer	185.00
Senior Project Architect	180.00
Project Architect	140.00
Architectural Designer II	120.00
Architectural Designer I	105.00
Sr. Construction Administrator	200.00
Construction Administrator	160.00
Senior Interior Designer	165.00
Interior Designer	140.00
Senior Programmer	185.00
Administration	85.00

Billing Rates are reviewed by BSW Architects yearly. Rates are subject to adjustment August of each year

MEPCE Billing Rates:

Principal	\$285.00
Project Manager	\$275.00
QA/QC Manager	\$225.00
Lead Engineer	\$250.00
Design Engineer	\$200.00
Technical Support	\$225.00



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 3/7/2023

Number Ordinance O-23-2234

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for alcoholic beverage sales for on-premise consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road, Suite 170, Case ZC23-001

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

First Reading and Public Hearing

Myung Kim, of The Brunch District, has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise consumption at 3855 Glade Road, Suite 170. Alcoholic beverage sales for on-premise consumption is allowed in the PUD-R Planned Unit Development - Residential district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned PUD-R district and generally located on the south side of Glade Road, west of Heritage Avenue. The subject property is a platted lot, is developed, and will operate as The Brunch District.

Proposed Special Use Permit: Request – The applicant is requesting the approval of an SUP to allow alcoholic beverage sales for on-premise consumption in conjunction with the operating restaurant, The Brunch District. The applicant had not proposed the hours of operation as a component of the SUP request prior to the meeting.

Ordinance – There are four components of procedure that a business must complete to sell and serve alcohol for on-premise consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for alcohol sales (on-premise consumption) (2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval, (3) submission of completed TABC License paperwork to the TABC, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

Section 3.25 of the Land Development Code states that an SUP is to "allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special

requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood.” Language is typically added for SUPs to automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.

Section 6-3 of the Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet from a church, school, or public hospital. The distance is measured from property line to property line for schools, and from front door to front door along the street front property lines for churches and hospitals.

Section 6-5 of the Code of Ordinances states that the restaurant’s alcohol sales must be incidental and secondary to the sale of food for human consumption (further clarified in the Code as non-alcohol and food sales must comprise at least 40 percent of gross receipts).

Analysis: The location is in compliance with the distance requirements of the Code of Ordinances, and the applicant complies with the 60/40 incidental sales requirements as stated above. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Surrounding Development: The properties to the south and west are zoned PUD-R Planned Unit Residential district and developed with commercial retail and single-family uses. The property to the east is located in the City of Euless and is a commercial use. The property to the north is zoned CC-1 and is a Walgreens Pharmacy.

Comprehensive Plan: The City’s Comprehensive Plan, Destination Colleyville, identifies the subject property as commercial in nature. Therefore, the proposed request meets the intent of the Comprehensive Plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 500 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 Special Use Permit (SUP) to authorize the sale of alcoholic beverages for on-premise consumption for The Brunch District at 3855 Glade Road, Suite 170.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their February 13, 2023 meeting by a vote of 7-0.

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. Site Plan 1
5. Site Plan 2
6. Notification Map
7. Notification Letter
8. Notification List
9. Ordinance O-23-2234

Aerial Map



ZC23-001

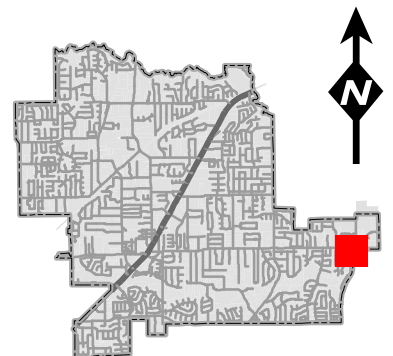
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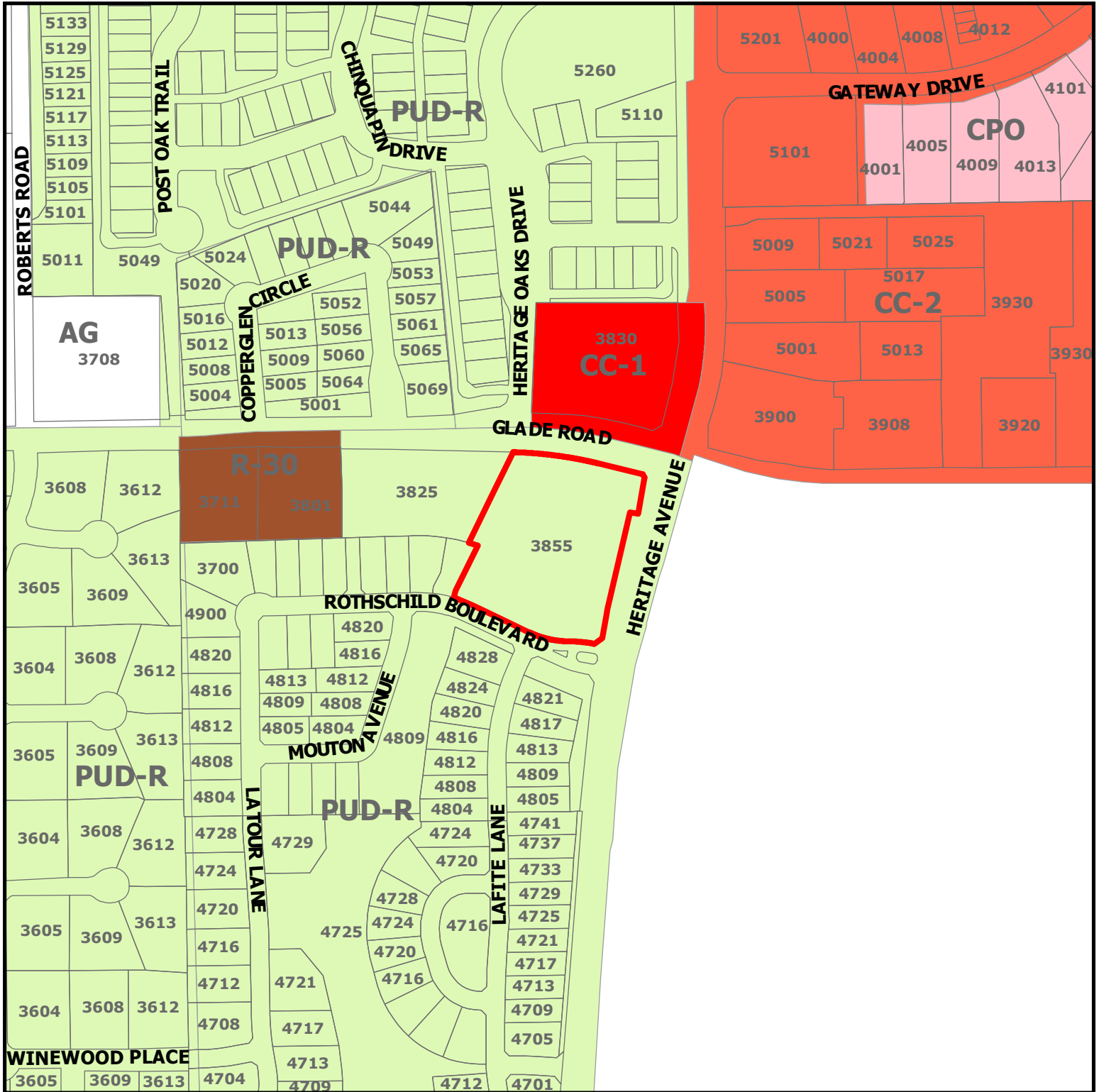
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Subject Property



Zoning Map



ZC23-001

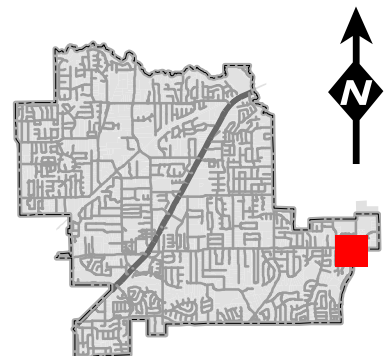
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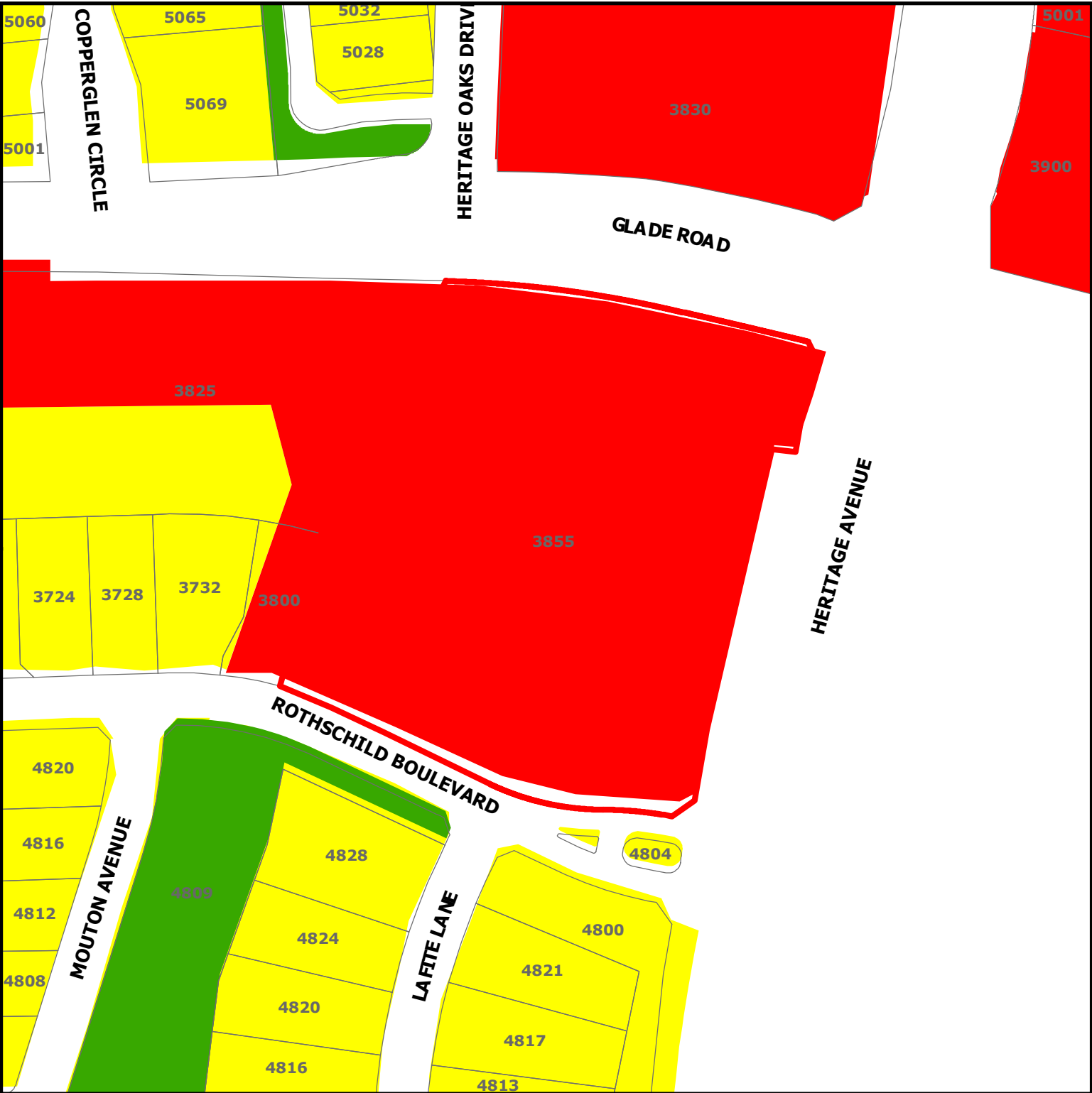
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Subject Property



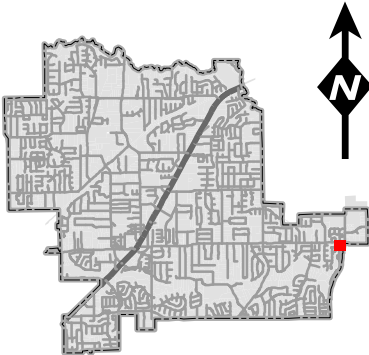
Future Land Use Map



ZC23-001

3855 Glade Road, Suite 170

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



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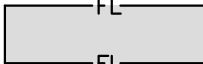
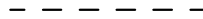
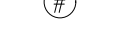
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DEVELOPER
MONTAGE DEVELOPMENT, LLC
5339 ALPHA ROAD, SUITE 200
SOUTHLAKE, TX 76092
817.944.4980 PH

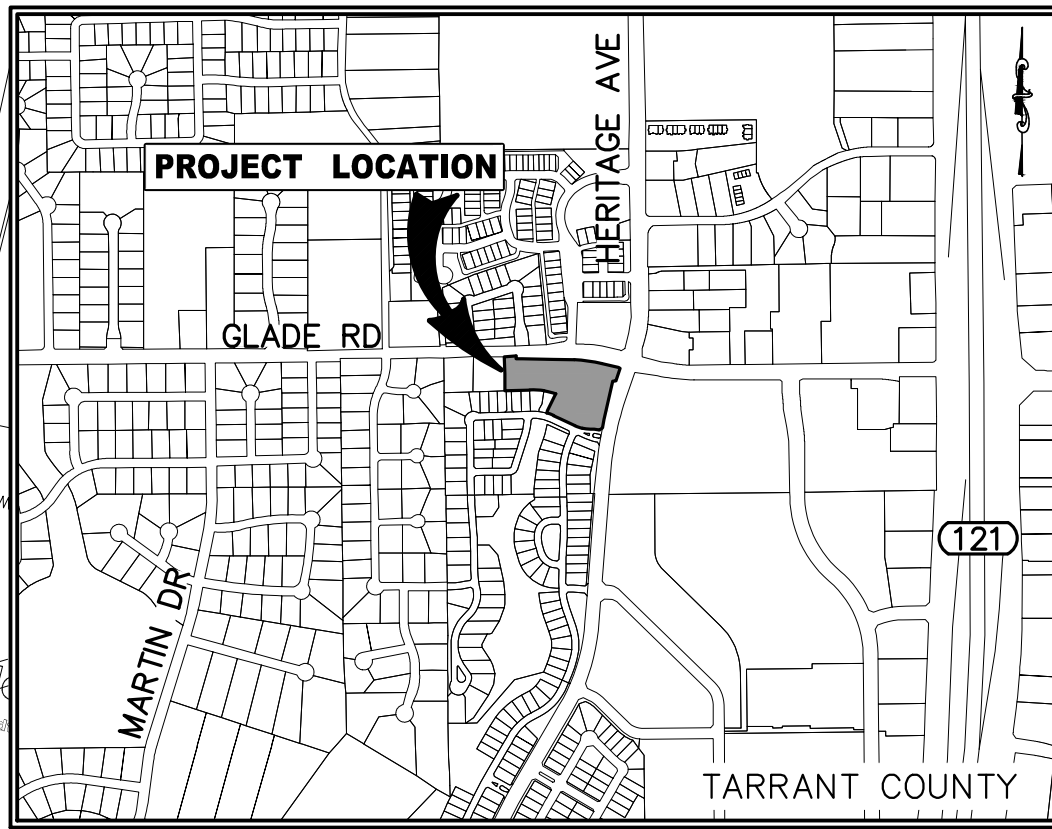
ENGINEER
HPcivil Engineering, LLC
5339 ALPHA ROAD, SUITE 300
DALLAS, TEXAS 75240
972.701.9636 PH
972.701.9639 FAX
JASON T. PYKA, P.E.

ARCHITECT
BLAKE ARCHITECTS
1202 S. WHITE CHAPEL RD.
SOUTHLAKE, TEXAS 76092
817.488.9397 PH

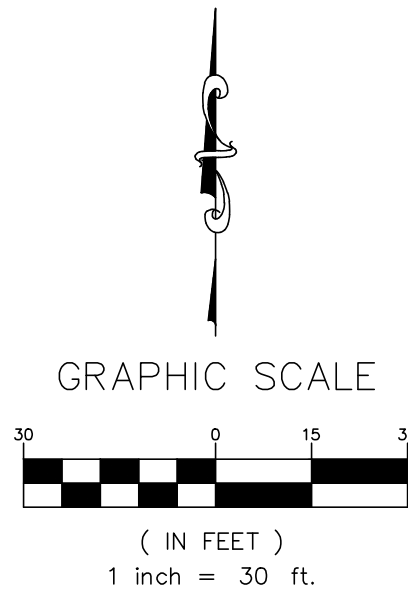
SURVEYOR
REALSEAL OF TEXAS, LLC
P.O. BOX 1006
GODLEY, TEXAS 76044
817.937.2655 PH
JEREMY LUKE DEAL, R.P.L.S.

LEGEND			
	PROPOSED FIRELANE		PROP. GABION MATTRESS
	ACCESSIBLE CROSSWALK		BARRIER FREE RAMP-BFR
	ACCESSIBLE ROUTE		PROP. LIGHT POLE 1-FIXTURE
	PROPOSED RETAINING WALL		PROP. LIGHT POLE 2-FIXTURES
	SETBACK LINE: BUILDING LINE & L/S BUFFER		PROP. TRANSFORMER PAD
	PROP. EASEMENT LINE		PROP. FIRE HYDRANT
	PROP. SAWCUT LINE		PROP. FIRE DEPT. CONNECTION
	EX. EASEMENT LINE		PROP. WATER METER AND VALVE
	8"SS PROP. SANITARY SEWER LINE		PROP. WATER VALVE
	8"W PROP. PROP. WATER LINE		PROP. SEWER DOUBLE CLEANOUT
	EX 12"W EX. WATER LINE		PROP. SEWER SINGLE CLEANOUT
	EX 8"SS EX. SANITARY SEWER LINE		PROP. SEWER MANHOLE
	EX STORM LINE		PROP. GREASE TRAP
	PROP. PROPERTY LINE		PROP. SIGN
	PROPERTY LINE OFF-SITE		PROP. GRATE INLET
			PROP. JUNCTION BOX
			CURB INLET
			PARKING COUNT
			MUTUAL & EMERGENCY ACCESS AND PUBLIC UTILITY EASEMENT
			PROP. ELEVATED WALKWAY (SEE NOTES)

CITY OF COLLEYVILLE ACCEPTABLE
HAMMERHEAD FIRE LANE CONFIGURATION
(LAND DEVELOPMENT CODE, PG 14-8)



VICINITY MAP
(NOT TO SCALE)



NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- REFER TO SHEET C01 FOR GENERAL NOTES AND LEGEND.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING, DUMPSTER ENCLOSURE AND DETACHED GARAGE FOUNDATION LAYOUT AND DESIGN.
- REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
- ALL DRIVEWAY APPROACHES, FIRE HYDRANTS, AND FIRE LANES ARE REQUIRED TO BE INSTALLED PRIOR TO CONSTRUCTION ABOVE THE FOUNDATION.
- ALL LIGHTS SHALL BE SHIELDED FROM ANY RESIDENTIAL USES.
- ELEVATED SIDEWALK/WALKWAY BEHIND BUILDING 2 TO BE DESIGNED BY A LICENSED ENGINEER PROFICIENT IN STRUCTURAL ENGINEERING DESIGN PRIOR TO INSTALLATION. SIDEWALK TO COMPLY WITH ALL ADA REQUIREMENTS.

SITE DATA SUMMARY TABLE

ZONING	PUD-R
PROPOSED LAND USE	RESTAURANT / RETAIL
LOT AREA	170,890.32 SF / 3.92 AC
BUILDING AREA	
BLDG. A:	19,600 SF
BLDG. B:	9,500 SF
BUILDING HEIGHT	30'-0" (1 STORY)
LANDSCAPE AREA REQUIRED: MINIMUM 20% SITE	34,181 SF / 0.78 AC
PARKING REQUIRED	
RESTAURANT - 1 SP / 100 SF	78 SPACES
RETAIL - 1 SP / 200 SF	107 SPACES
TOTAL:	185 SPACES
TOTAL PARKING PROVIDED	191 SPACES

BENCHMARKS

BM-1: 2" BRASS DISC IN TOP OF CURB AT SOUTH END OF MEDIAN IN CENTERLINE OF MARTIN STREET LOCATED 23' EAST OF WEST BACK OF CURB. ALSO LOCATED 52' NORTH OF ST. ALBANS FROM THE CENTERLINE.

NORTHING=7,006,375.864'
EASTING=2,394,116.655'
(ELEVATION=587.18')

BM-2: 2" BRASS DISC IN THE SOUTHWEST CORNER OF A CONCRETE PAD IN THE SOUTHWEST QUADRANT OF GLADE ROAD AND HERITAGE ROAD. LOCATED 9' SOUTHWEST OF A TRAFFIC LIGHT POLE, 65' WEST OF THE CENTERLINE OF HERITAGE ROAD AND 42.5' SOUTH OF GLADE ROAD.

NORTHING=7,006,498.192'
EASTING=2,396,465.156'
(ELEVATION=584.76')

BM-3: 2" BRASS DISC ON EAST BACK OF CURB OF WINEWOOD COURT, LOCATED 6' SOUTH OF THE POINT OF CURVATURE IN THE CUL-DE-SAC 46.4' NORTHEAST OF THE RADIUS POINT.

NORTHING=7,004,542.182'
EASTING=2,395,257.402'
(ELEVATION=576.69')

CREEKSIDE COMMERCIAL - NORTH LOT 1 AND 2, BLOCK A

CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

HPcivil engineering, LLC.

5339 ALPHA ROAD, SUITE 300 DALLAS, TEXAS 75240
972.701.9636 • 972.701.9639 FAX
TX REGISTERED ENGINEERING FIRM F-12600
www.hpcivileng.com



SHEET TITLE

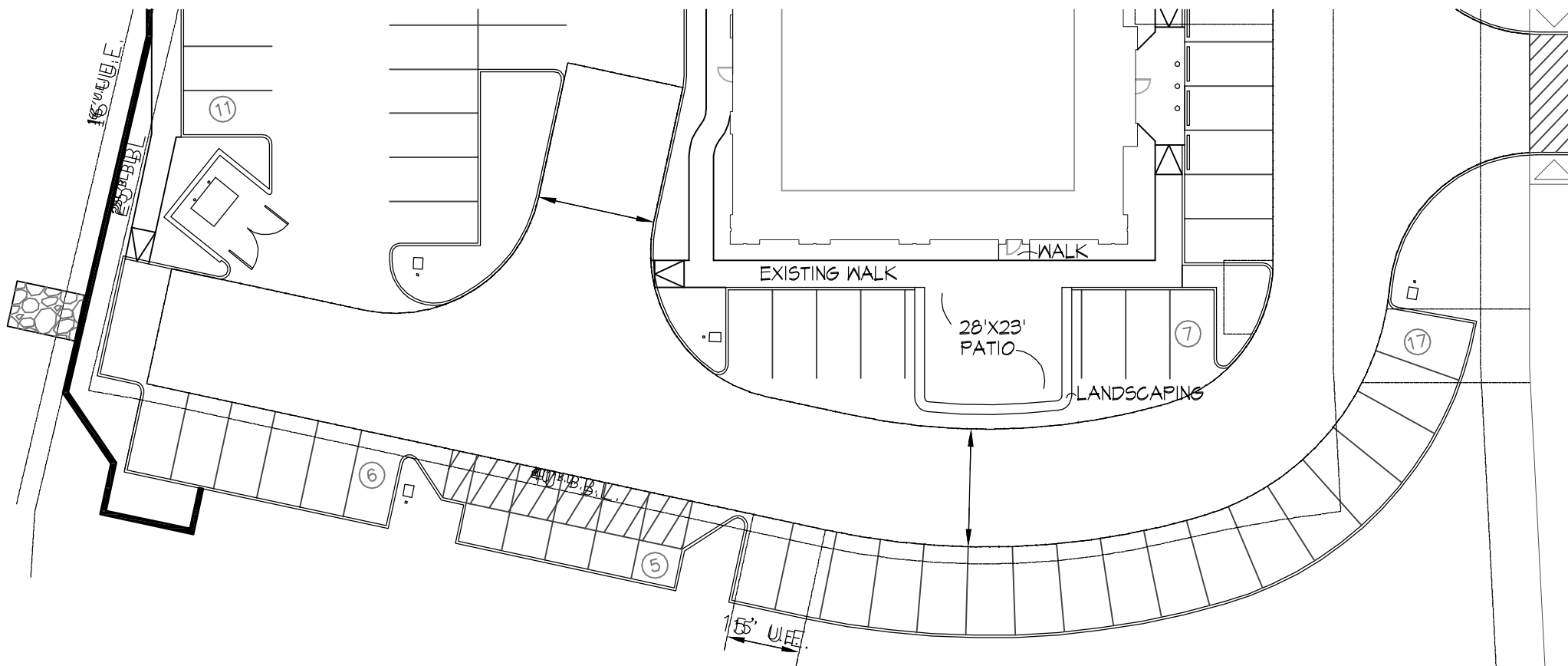
SITE PLAN

SHEET NO.

C0.4

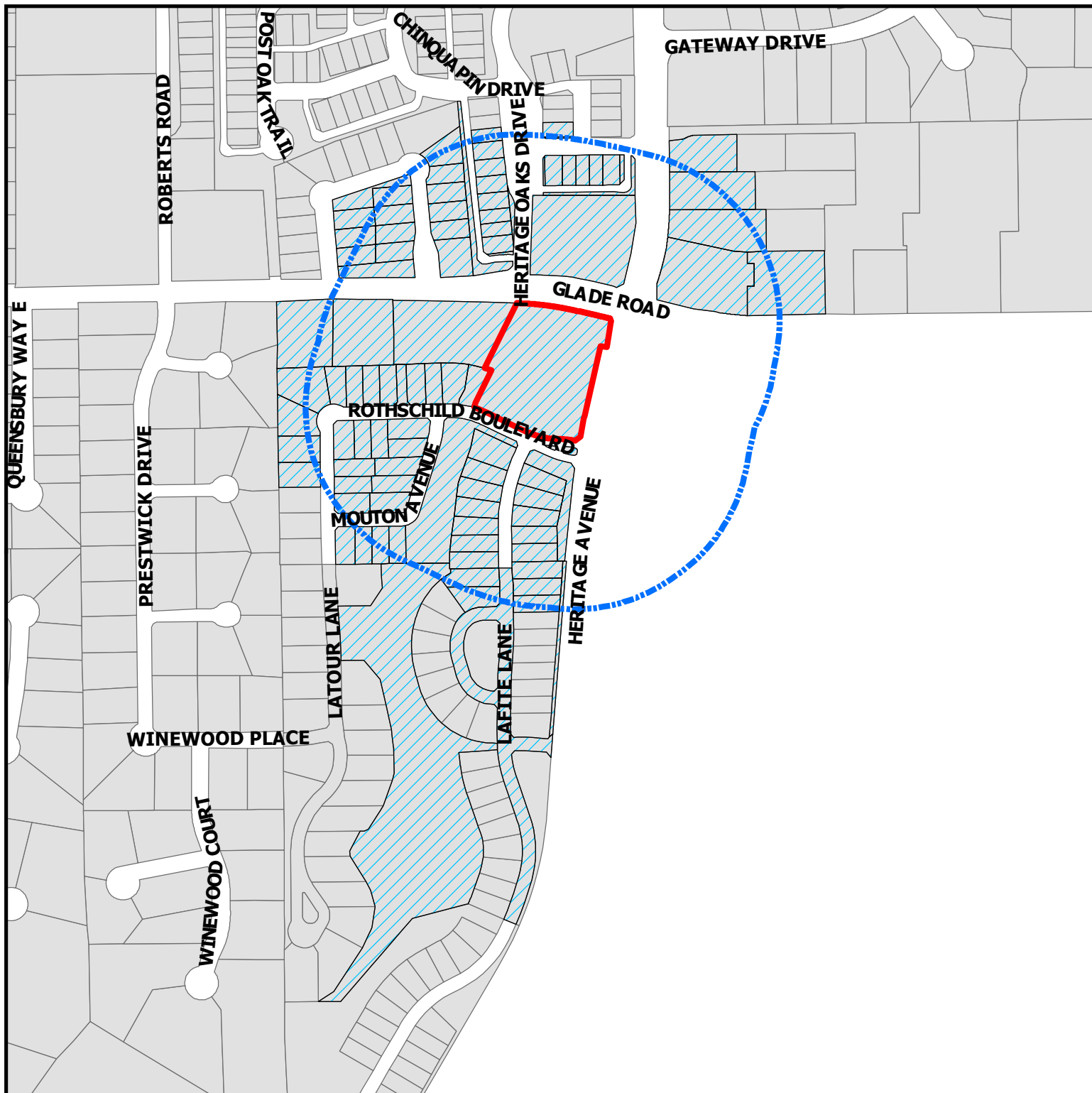
HPCE #17-316

Engineer of Record: JAL		
Drawn by: AA		
Date Plotted: 5/16/2019		
Issue for Pricing / Bidding:		
Issue for Permit Application:		
Issue for Construction:		
REVISIONS		
#	DATE	COMMENTS
1	05/13/2019	PHASING PLAN



SITE PLAN - OPTION 3
SCALE 1" = 20'

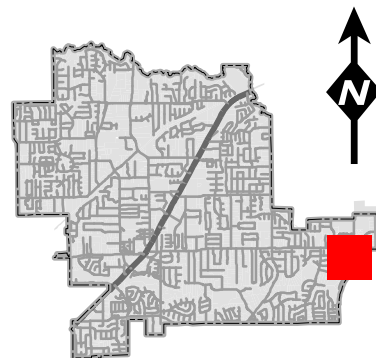
Notification Map



ZC23-001
3855 Glade Road, Suite 170

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, February 13, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, March 7, 2023 & Tuesday, March 21, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Alcoholic Beverage Sales for On-Premises Consumption. The purpose is to allow for the on-premises consumption of alcohol for a new restaurant business, The Brunch District.

Zoning Case: ZC23-001

Applicant: Myung Kim

Owner: Derrick Murway

Location: 3855 Glade Road, Suite 170

Property Description: Lot 2, Block A, 170 Players Addition

Present Zoning: PUD-R Planned Unit Development – Residential

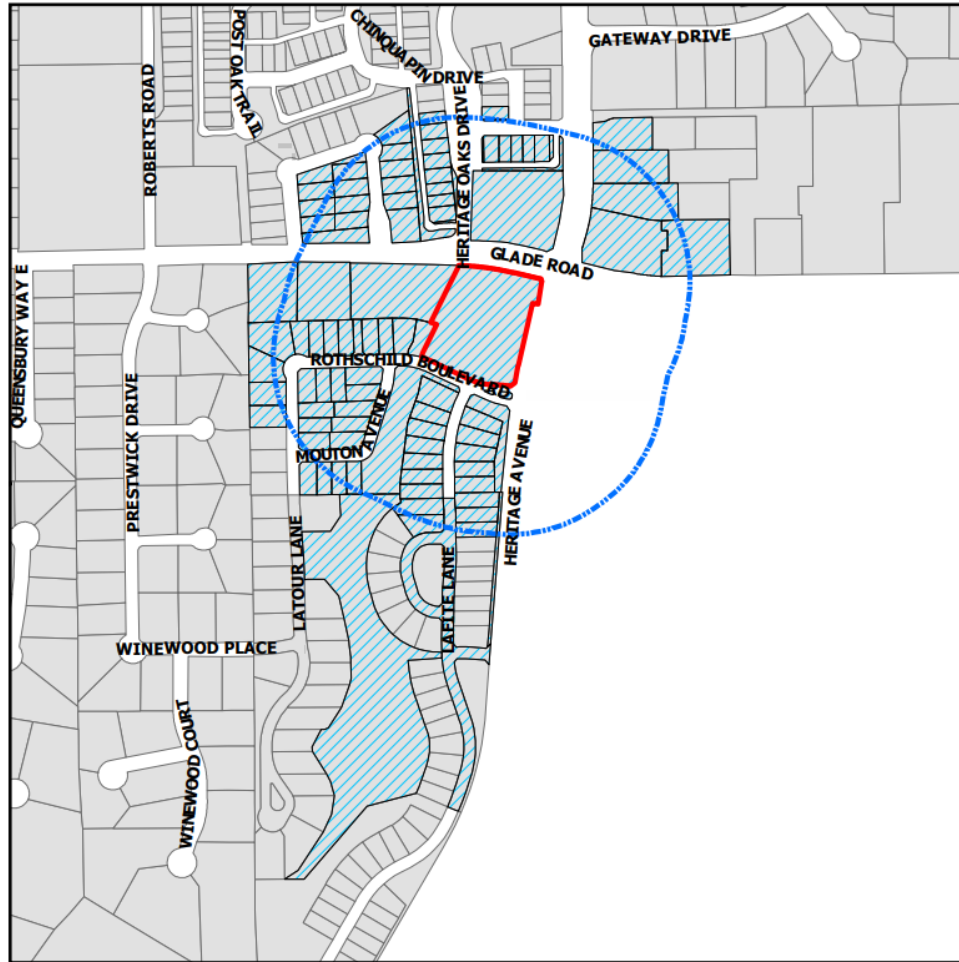
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

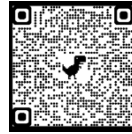
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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
353-365 BROADWAY REALTY LLC	101 N TRYON ST	CHARLOTTE, NC
ACOSTA, JOHNNY	3716 ROTHSCCHILD BLVD	COLLEYVILLE, TX
ALAGARSAMY, LAKKUREDDI	3724 ROTHSCCHILD BLVD	COLLEYVILLE, TX
ALI, AHMED	3917 BLACKJACK OAK DR	COLLEYVILLE, TX
ALLICK, SUZETTE	3913 BLACKJACK OAK DR	COLLEYVILLE, TX
BAHA INVESTMENTS LLC	10620 TREENA ST STE 230	SAN DIEGO, CA
BASU MODAK LLC	7239 HERBOSO	GRAND PRAIRIE, TX
BENAVIDES, GABRIEL	4816 LAFITE LN	COLLEYVILLE, TX
BESSE, DANIEL	4900 LATOUR LN	COLLEYVILLE, TX
BHAIDANI, SALIM	4437 LAFITE LN	COLLEYVILLE, TX
BHAT, PREVEEN KUMAR	5052 HERITAGE OAKS DR	COLLEYVILLE, TX
BIBEAU, GUY R	5052 COPPERGLEN CIR	COLLEYVILLE, TX
BRACEVILLE LLC	2501 KENSINGTON PL	COLLEYVILLE, TX
BRADFORD TRUST	5005 COPPERGLEN CIR	COLLEYVILLE, TX
BRYANT, ROSIE	5064 COPPERGLEN CIR	COLLEYVILLE, TX
CHARANIA, AMEEN	4828 LAFITE LN	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
COLLINS FAMILY TRUST	4820 LATOUR LN	COLLEYVILLE, TX
COMER, CLARENCE	5056 COPPERGLEN CIR	COLLEYVILLE, TX
COPPERGLEN ADDITION	PO BOX 323	COLLEYVILLE, TX
COPPERGLEN HOA INC	PO BOX 1901	COLLEYVILLE, TX
CORDELL, ELLEN A	4804 MOUTON AVE	COLLEYVILLE, TX
CREEKSIDE AT COLLEYVILLE HOA	106 N DENTON TAP RD # 210-375	COPPELL, TX
FROST, HOWARD M	5009 COPPERGLEN CIR	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
GREENWAY GLADE PARTNERS LP	2808 FAIRMOUNT ST STE 100	DALLAS, TX
GUO, JINGHUA	3708 ROTHSCCHILD BLVD	COLLEYVILLE, TX
GUPTA, PRATEEK	4813 LAFITE LN	COLLEYVILLE, TX
HASAN, AARESH	3713 ROTHSCCHILD BLVD	COLLEYVILLE, TX
HOLDER, JAMES	5053 COPPERGLEN CIR	COLLEYVILLE, TX
HOUGHTON, JUSTIN	3728 ROTHSCCHILD BLVD	COLLEYVILLE, TX
HOVHANNISYAN, HAYK	4733 LAFITE LN	COLLEYVILLE, TX
HUNTINGTON BEACH PROPERTIES	151 PLAYERS CIR	SOUTHLAKE, TX
JAYARAM, SHANKAR	4820 LAFITE LN	COLLEYVILLE, TX
JEANS, COURNTEY	5049 COPPERGLEN CIR	COLLEYVILLE, TX
JOSHI, ANUSHA	4805 LAFITE LN	COLLEYVILLE, TX
KASTNER, CHRISTOPHER M	4724 LAFITE LN	COLLEYVILLE, TX
KIM, MYUNG	9779 GAYLORD PKWY STE 319	FRISCO, TX
KRUSH, ANDREW	4808 MOUTON AVE	COLLEYVILLE, TX
LAKHANI, SAHANAWAZ	4813 LATOUR LN	COLLEYVILLE, TX
LIU, XIN	4804 LAFITE LN	COLLEYVILLE, TX
LUCAS, TAMA	5060 HERITAGE OAKS DR	COLLEYVILLE, TX
MAGAN, KRISHAN	4817 LAFITE LN	COLLEYVILLE, TX
MALLICK, HIMANSU	4809 LAFITE LN	COLLEYVILLE, TX
MARTINS VERAS FAMILY RLT	3705 ROTHSCCHILD BLVD	COLLEYVILLE, TX
MDC-HERITAGE OAKS ESTATES LTD	545 E JOHN CARPENTER FWY	IRVING, TX
MILLER, DEBRA	5028 HERITAGE OAKS DR	COLLEYVILLE, TX
MINDIOLA, JUAN C	3925 BLACKJACK OAK DR	COLLEYVILLE, TX
MOHAMED, ABDUL-AZIZ	3704 ROTHSCCHILD BLVD	COLLEYVILLE, TX
MOSS, SCOTT	4816 MOUTON AVE	COLLEYVILLE, TX
MURWAY, DERICK	151 PLAYERS CIR STE 200	SOUTHLAKE, TX
NAGABHUSHAN, MEGHNA	3709 ROTHSCCHILD BLVD	COLLEYVILLE, TX
NAGUBOINA, RAMESH	3929 BLACKJACK OAK DR	COLLEYVILLE, TX
NGUYEN, LISA HONG	4809 LATOUR LN	COLLEYVILLE, TX

PALMER, STACY	3712 ROTHSCHILD BLVD	COLLEYVILLE, TX
PATEL, CHANDRAKALA	2520 NE 28TH ST	FORT WORTH, TX
PATEL, HIRENKUMAR	4737 LAFITE LN	COLLEYVILLE, TX
PATEL, PREMAL	4816 LATOUR LN	COLLEYVILLE, TX
PATEL, SAGAR	4821 LAFITE LN	COLLEYVILLE, TX
PIRANI, SALIMA	5013 COPPERGLEN CIR	COLLEYVILLE, TX
POLAKALA, REKHA	5048 HERITAGE OAKS DR	COLLEYVILLE, TX
PRESSON, ERIC W	3717 MOUTON AVE	COLLEYVILLE, TX
PURDY, JULIE	4808 LAFITE LN	COLLEYVILLE, TX
RAMIREDDY, CHANDRASEKHAR	3709 MOUTON AVE	COLLEYVILLE, TX
RASHID, KARIM	4812 MOUTON AVE	COLLEYVILLE, TX
RECTOR, BEVERLY	5060 COPPERGLEN CIR	COLLEYVILLE, TX
ROSSO, PATRICK	3933 BLACKJACK OAK DR	COLLEYVILLE, TX
ROY, MATHEW	4820 MOUTON AVE	COLLEYVILLE, TX
SAINT MARY'S ROMANIAN ORTH CH	3801 GLADE RD	COLLEYVILLE, TX
SAMANT, VIPUL	4805 LATOUR LN	COLLEYVILLE, TX
SANDOVAL, ALEXANDER	5036 HERITAGE OAKS DR	COLLEYVILLE, TX
SCOTT, LARRY P	PO BOX 1159	DEERFIELD, IL
SHA, CHANG	5056 HERITAGE OAKS DR	COLLEYVILLE, TX
SHARP, LINDA CAROLYN	5061 COPPERGLEN CIR	COLLEYVILLE, TX
SHI, LILI	3732 ROTHSCHILD BLVD	COLLEYVILLE, TX
SIDDIQUI, IRMAN	3713 MOUTON AVE	COLLEYVILLE, TX
THAKUR, AJAY	4824 LAFITE LN	COLLEYVILLE, TX
THIRUVEEDULA, THIRUMALESWARA	3705 MOUTON AVE	COLLEYVILLE, TX
TUTTLE, TODD E	5044 HERITAGE OAKS DR	COLLEYVILLE, TX
VARGHESE, ALFRED	4741 LAFITE LN	COLLEYVILLE, TX
VOTAW, ROBERT B	5032 HERITAGE OAKS DR	COLLEYVILLE, TX
WANG, JULIE	5065 COPPERGLEN CIR	COLLEYVILLE, TX
WARD, IRVING B	5057 COPPERGLEN CIR	COLLEYVILLE, TX
WINSTEAD, SCOTT	4812 LAFITE LN	COLLEYVILLE, TX
WLO ENTERPRISES INC	5005 HERITAGE AVE STE 100	COLLEYVILLE, TX
XU, YAN	4720 LAFITE LN	COLLEYVILLE, TX

ORDINANCE O-23-2234

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 2, BLOCK A OF THE 170 PLAYERS ADDITION, LOCATED AT 3855 GLADE ROAD, SUITE 170, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; 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 Special Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption for Case No. ZC23-001; 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 Lot 2, Block A, of the 170 Players Addition, located at 3855 Glade Road, Suite 170, by

authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted on Exhibit "A" Exhibit "B" and Exhibit "C".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Land Development Code of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "The Brunch District".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Monday - Sunday: 7:00 a.m. – 2:30 p.m.

Sec. 5. 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. 6. 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

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

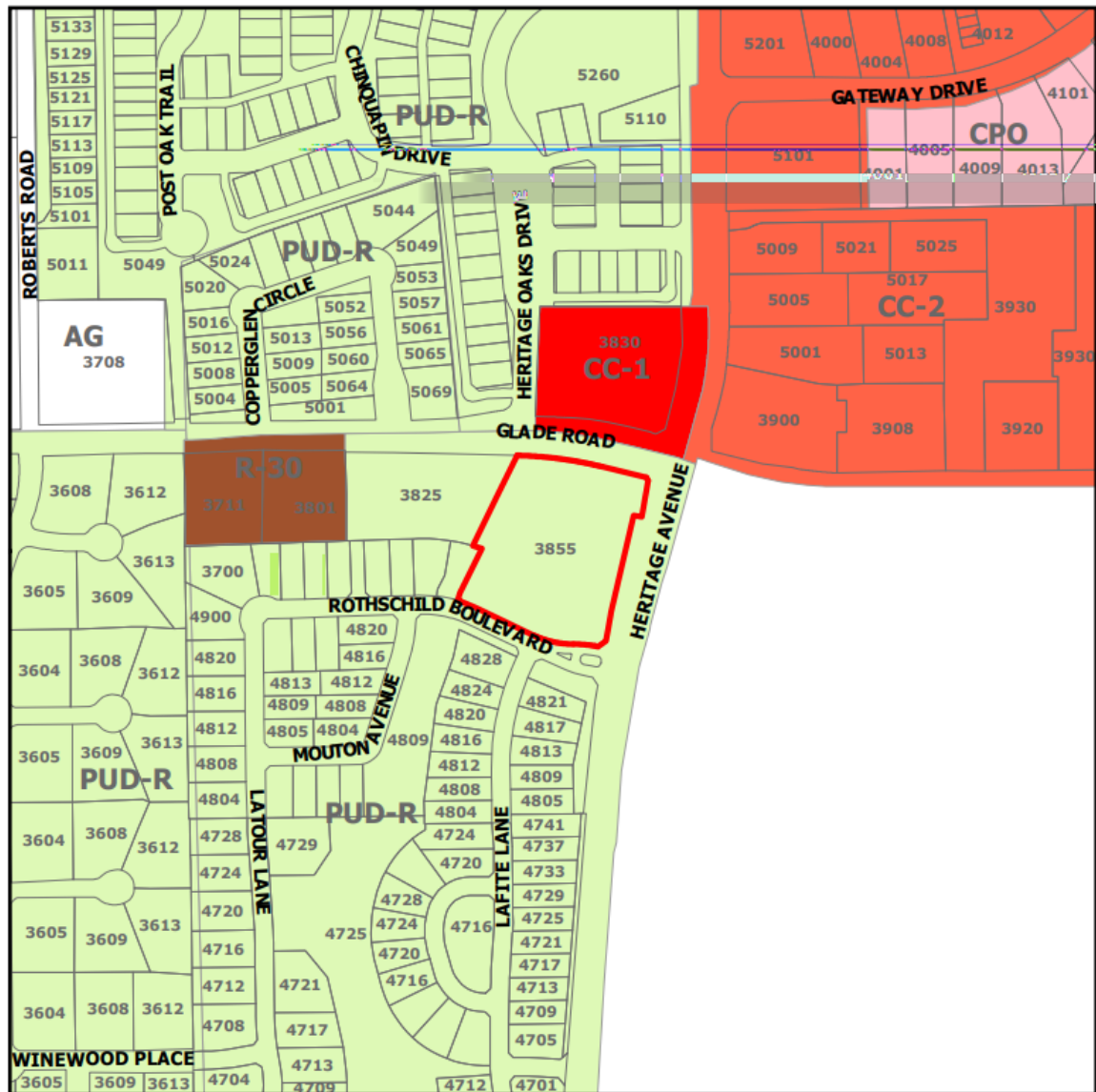
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

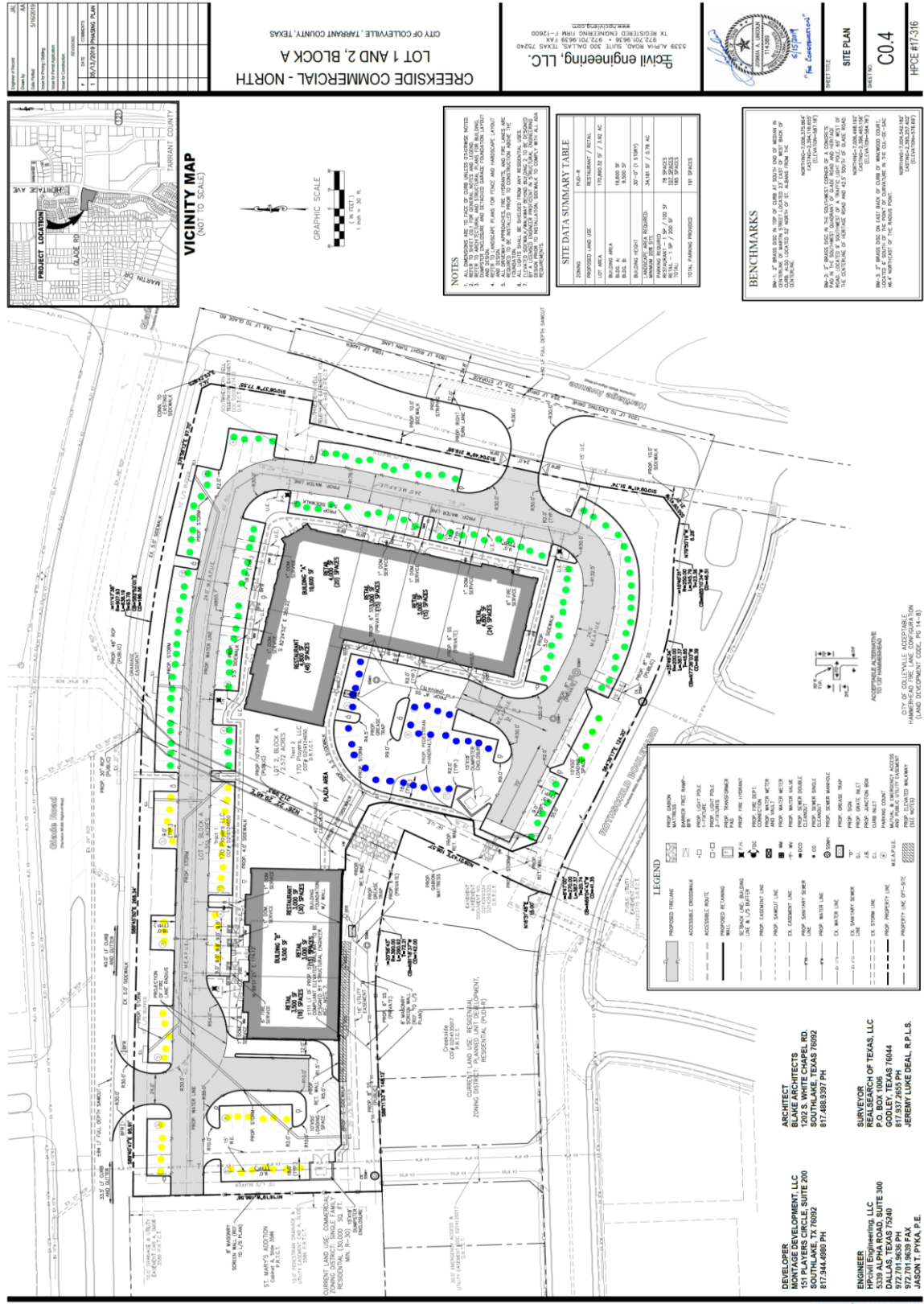
Whitt Wyatt
City Attorney

Exhibit "A" – Zoning Map



[illegible]

Exhibit "C" – Site Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 3/7/2023

Number Ordinance O-23-2235

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, Case ZC23-002

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

First Reading and Public Hearing

William Yarborough, the owner, has submitted a request for a Special Use Permit (SUP) for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, being approximately 0.71 acres, and zoned ML Light Manufacturing district. The purpose is to allow for a new detached cabana and fireplace for the business known as Yard Art.

Existing Conditions/Background: The subject property, 6407 Colleyville Boulevard, has ML zoning and is located on the east side of Colleyville Boulevard north of the intersection with Tinker Road. The subject property has an existing business known as Yard Art.

SUP Request: Request – The applicant is requesting the SUP for a new detached accessory building of 600 s.f. to replace an existing gazebo.

Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of the Land Development Code establishes Accessory Buildings located in Non-residential Zoning Districts:

1. Commercial accessory buildings may be located within approved non-residential districts subject to the following conditions:
 - a. Limited to one (1) accessory building per platted lot.
 - b. Must be located to the rear of the primary building and not visible from adjacent roadways.
 - c. The use of the accessory building must be ancillary to the primary use.
 - d. Exterior walls shall be of the same materials as used with the primary structure.

- e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property.

Analysis: Any request for an accessory building for a commercial business shall only be authorized after approval of a Special Use Permit by the City Council.

Plat Status: The property is platted as Lot 16R2, Block 1, in the Colleyville Industrial Park Addition.

DRC Review: The DRC met on January 23, 2023 and had no comments and scheduled Case ZC23-002 with the Planning and Zoning Commission on February 13th and City Council on March 7th and 21st.

Drainage: NA

Surrounding Development: The property to the east zoned ML Light Manufacturing district and is improved with a commercial use. The property to the north is zoned CC-1 Shopping Center district and is improved with a commercial business. The property to the south is zoned Planned Unit Development Commercial district and is improved with a self-storage facility.

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

Staff Recommendation: Staff recommends approval of the request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval with a condition that stone be added to the columns at a minimum of three feet high at their February 13, 2023 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

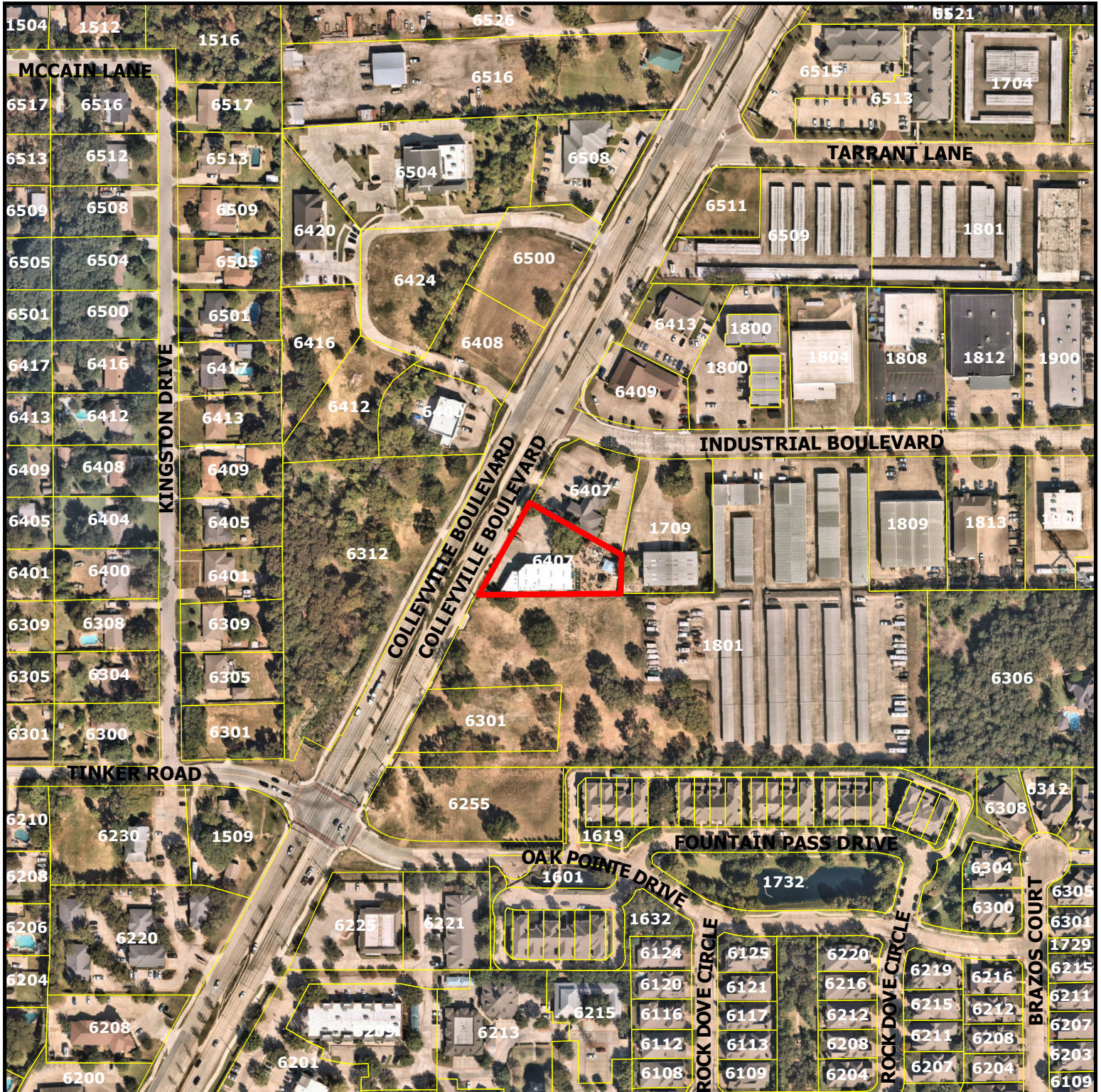
Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map

4. Statement of Planning Objectives
5. Survey
6. Layout Plans and Elevations
7. Notification Map
8. Notification Letter
9. Notification List
10. Ordinance O-23-2235

Aerial Map



ZC23-002

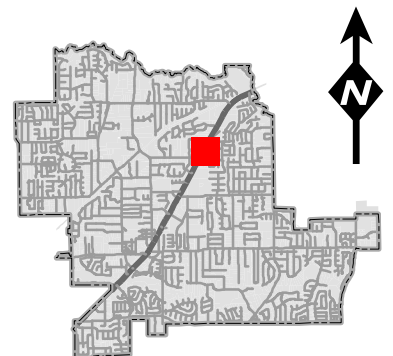
6407 Colleyville Boulevard

DISCLAIMER:

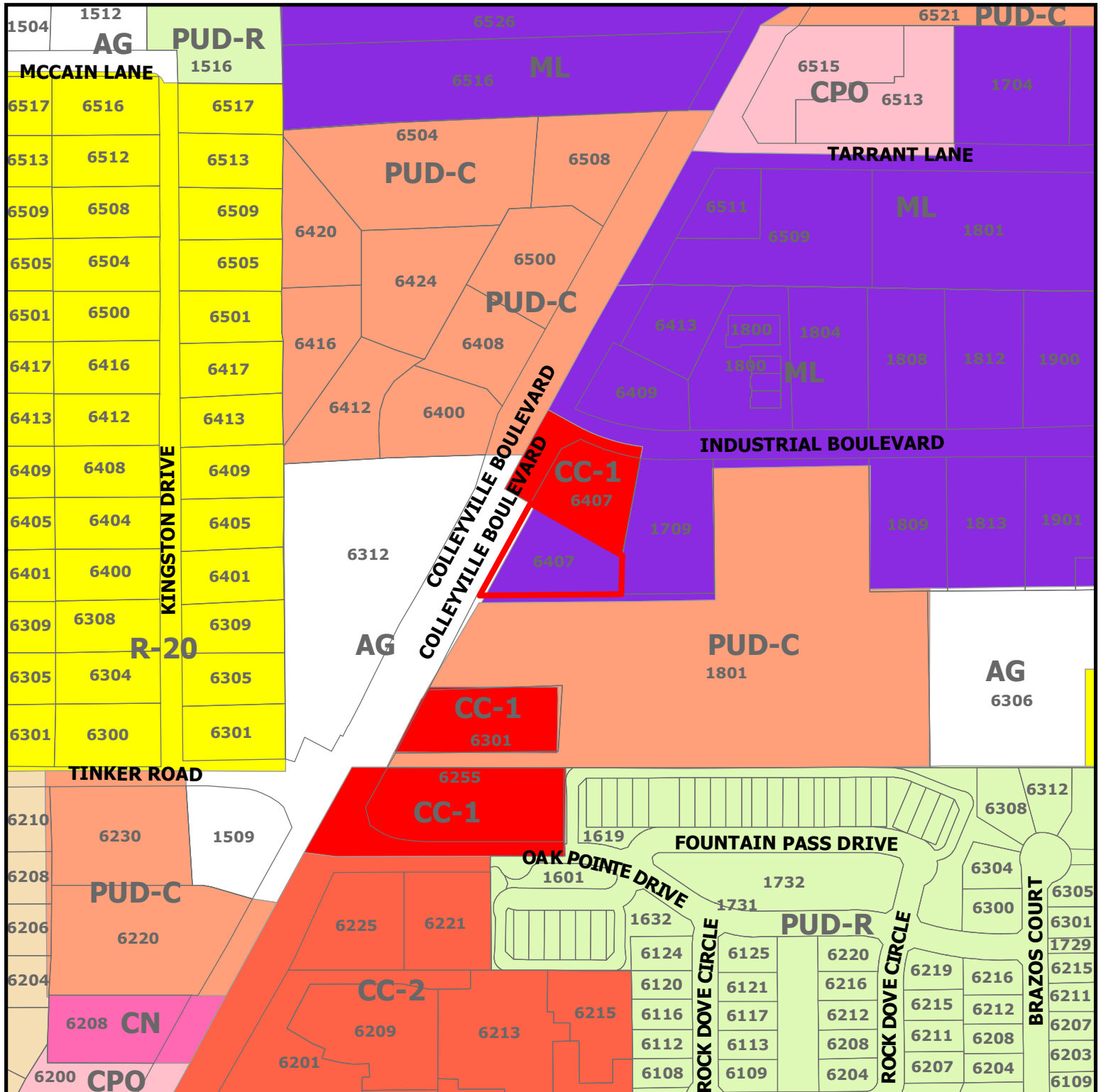
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Subject Property



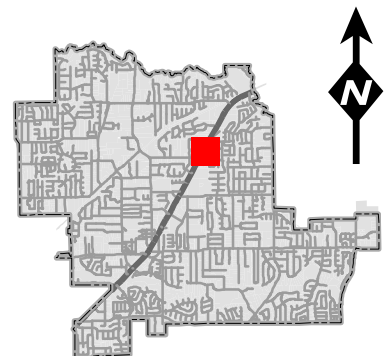
Zoning Map



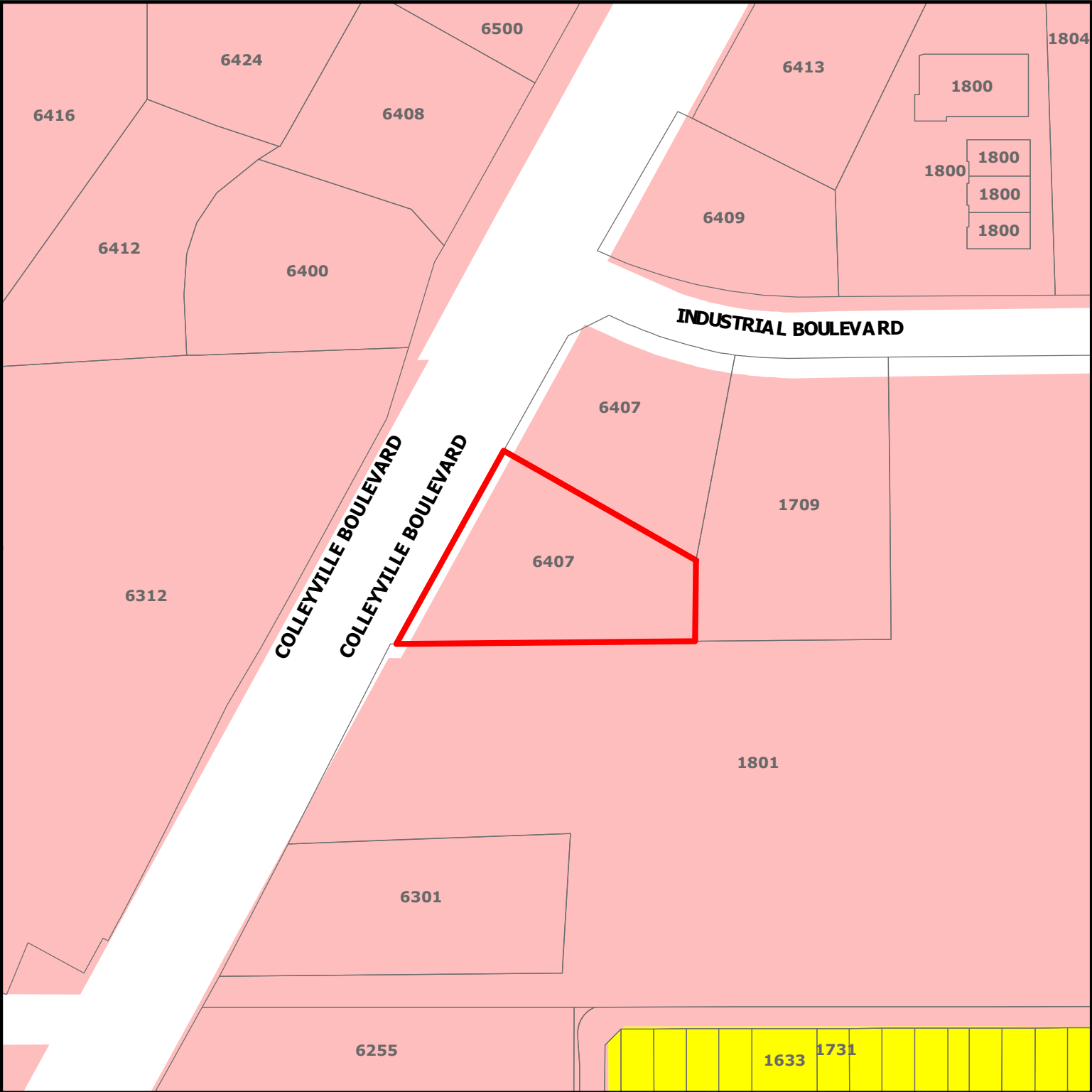
ZC23-002
6407 Colleyville Boulevard

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 Subject Property



Future Land Use Map

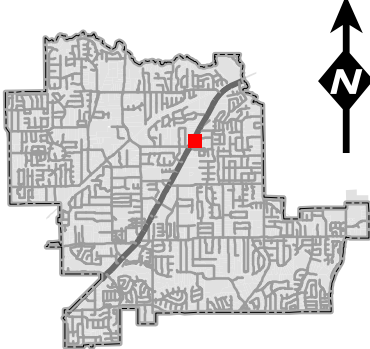


ZC23-002

6407 Colleyville Boulevard

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
-  Residential
-  Colleyville Blvd Corridor





OFFICE/FAX: 972-842-3296 OR MOBILE: 214-616-4125

510 McDaniel Rd.

Ferris, Texas, 75125

[email: prodecktexas@mindspring.com](mailto:prodecktexas@mindspring.com)

To whom it may concern,

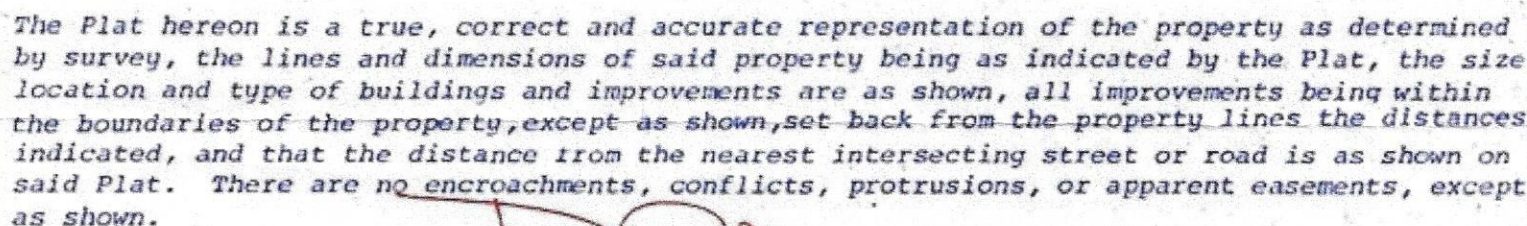
Yard Art, located at 6407 Colleyville Blvd, has requested a detached cabana and fireplace be installed in the rear of their property. Yard Art currently has a gazebo that was installed 28 years ago and needs to be removed and replaced with the beautiful cabana which will accent their products of outdoor furniture

The proposed cabana will be used for outdoor furniture display and to provide clients with a place of shade during the hot months of the summer.

Thank you,
William Yarborough
www.prodecktexas.com
214-616-4125 cell

GF #KW00213715

TEXAS
*Park.



LEGEND

- . . . FOUND STEEL ROD
- . . . SET STEEL ROD
- ◇ . . . FOUND PIPE
- . . . FOUND BOIS D'ARC STAKE
- //— . . . POWER OR TELEPHONE LINE
- X— . . . FENCE (CENTERLINE)

TYPE 1

REGISTERED PUBLIC SURVEYOR

P.O. BOX 1034 268-2211

HURST, TEXAS

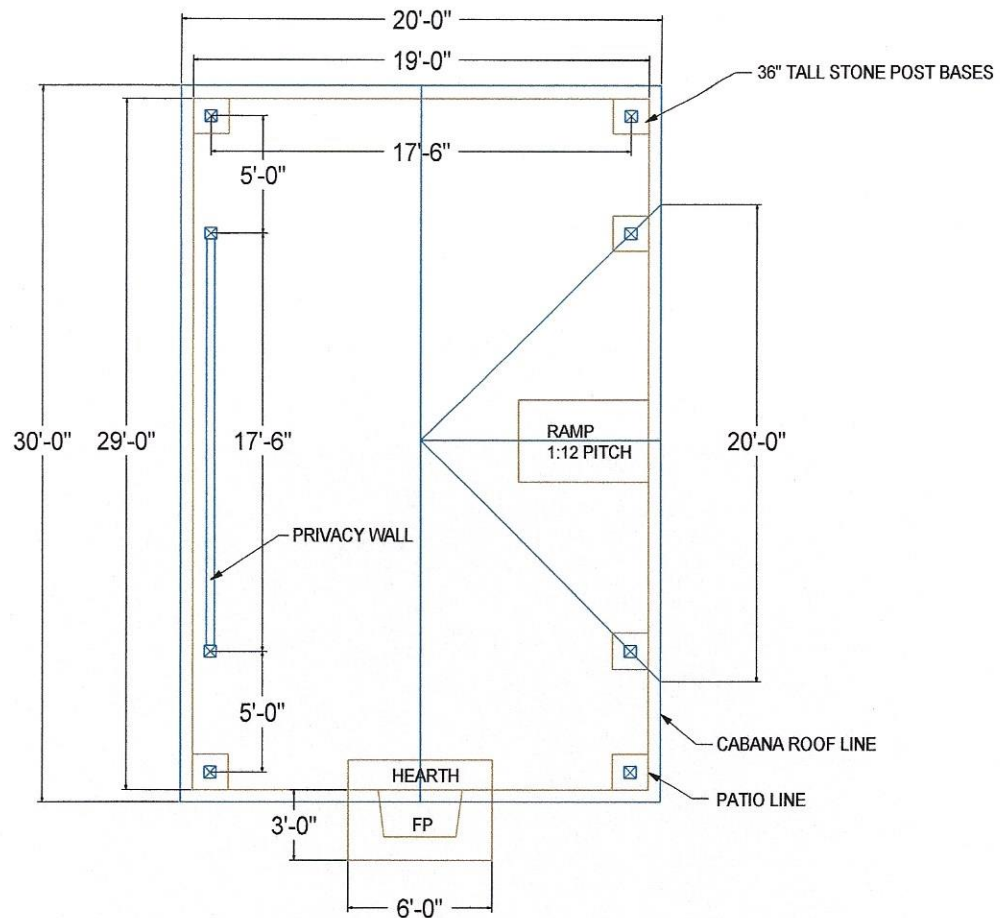
DATE 2-11-94

No. 94-46

Q.D. # 93-523

LAYOUT PLAN

1/8"=12"



GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS,
6X12 CEDAR BEAMS,
2X12 CEDAR RIDGE BEAM,
2X8 PINE RAFTERS-16" OC,
SIMPSON JOIST HANGERS,
HURRICAN CLIPS FOR BEAM TO JOIST CONNECTION,
2X8 HIP MEMBERS,
TONGUE AND GROOVE CEILING FOLLOWING THE SLOPE OF RAFTERS,
1/2 OSB ROOF DECKING,
COMPOSITION SHINGLES,
2X4 FRAMING AND 1X6 SLATS FOR PRIVACY WALL,
SHERWIN WILLIAMS STAIN.

PATTERNED CONCRETE PATIO:
REINFORCED CONCRETE SLAB 4" THICK WITH
#3 REBAR 12" OC EACH WAY.

18"X18"DEEP PIERS FOR POSTS
WITH 8 VERTICAL STRANDS OF #4 REBAR
UNDER CABANA POSTS. POSTS ATTACHED
TO CONCRETE SLAB USING 5/8" ANCHOR BOLTS.

FIREPLACE FOOTING: 3'X6'X18" DEEP WITH
#5 REBAR AT 12" EACH WAY, TOP AND
BOTTOM MATS.

*CHOPPED GRAY LUEDERS STONE FOR 36" TALL
STONE POST BASES, CAPPED WITH LUEDERS.

*CHOPPED GRAY LUEDERS (RANDOM RECTANGLE)
FOR FIREPLACE AND HEARTH, WITH LEUDERS
FLAGSTONE CAPS FOR HEARTH., 4X12 CEDAR MANTEL.

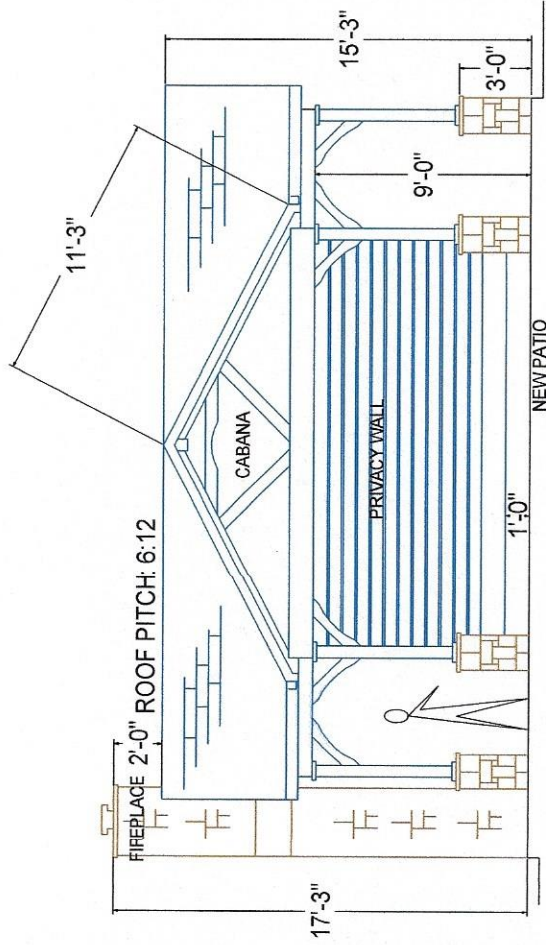
YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

DESIGN IS PROPERTY OF PRO DECK.
ANY REPRODUCTION OR USE OF THE
CONCEPTUAL DESIGN FOR ANY PURPOSE
WITHOUT THE CONSENT OF PRO DECK
WILL RESULT IN A DESIGN FEE TO BE
CHARGED TO HOMEOWNER.
W.C.Y.

PRO DECK
www.prodecktexas.com
OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

FRONT ELEVATION

1/8"=12"



GABLED ROOF CABANA:
WESTERN RED ROUGH CEDAR
6X6 CEDAR POSTS,
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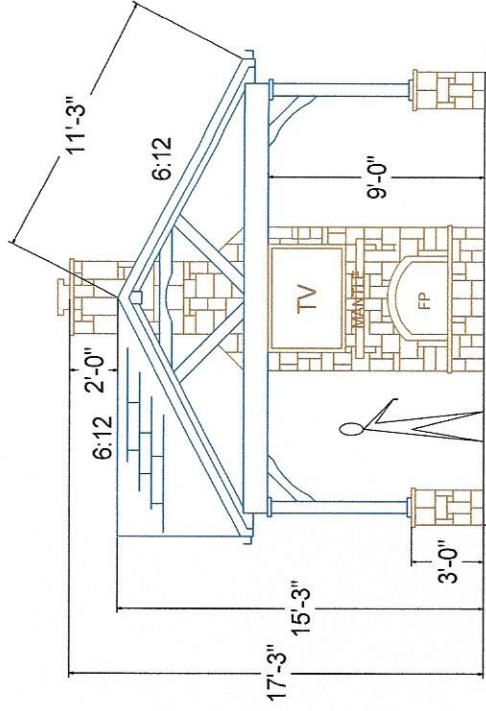
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YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

RIGHT ELEVATION

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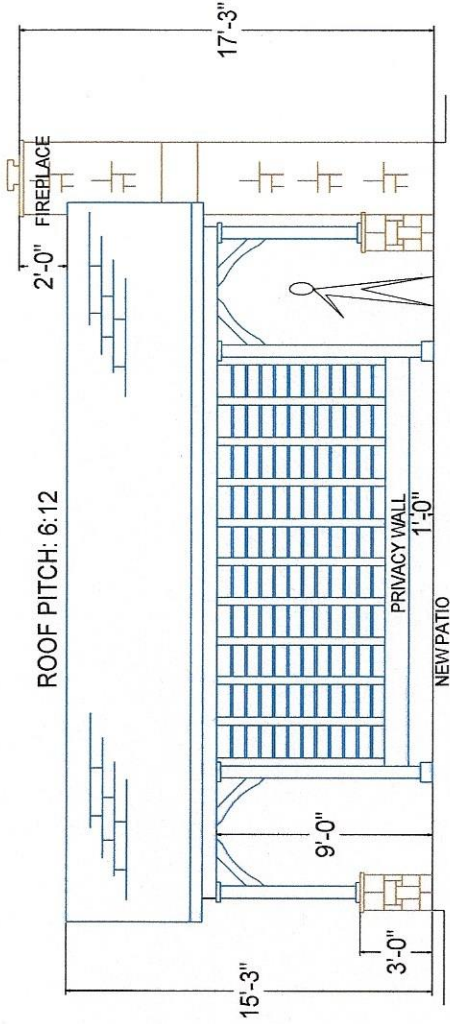
OFFICE: 972-842-3296

DATE: 10-14-2022

DESIGNER: WCY

REAR ELEVATION

1/8"=12"



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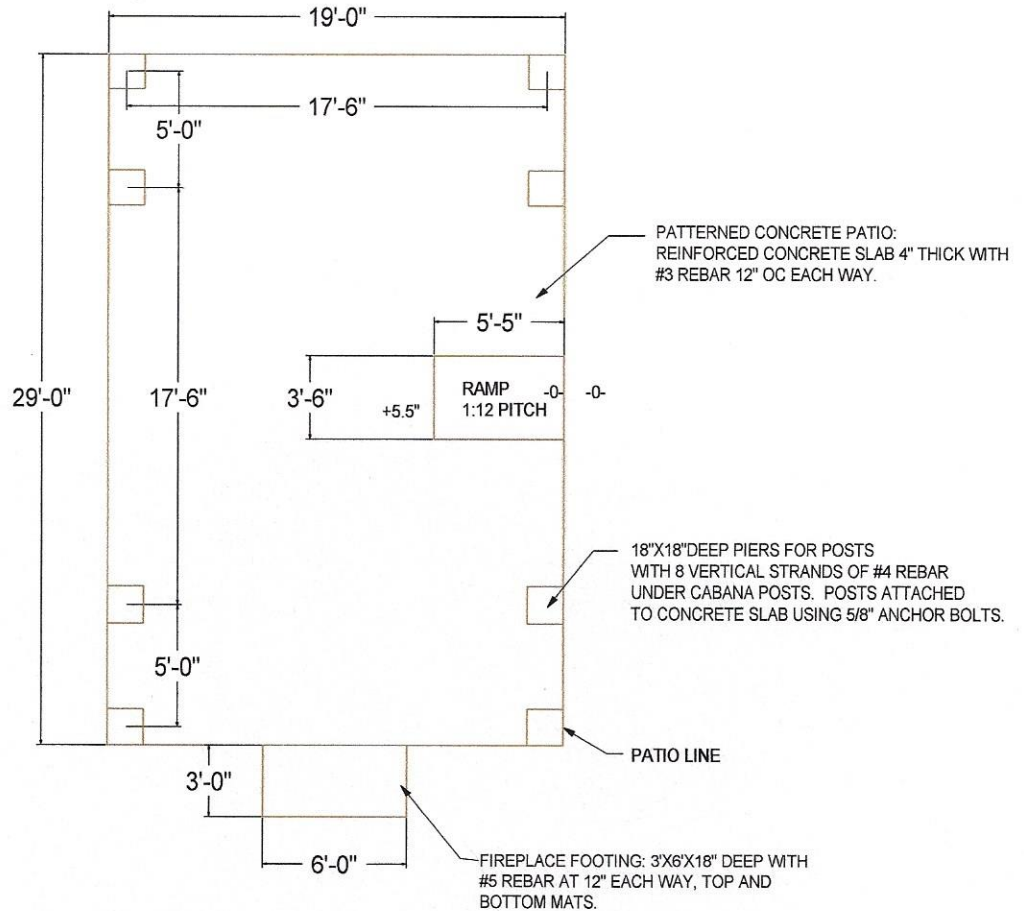
YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

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FOUNDATION PLAN

1/8"=12"



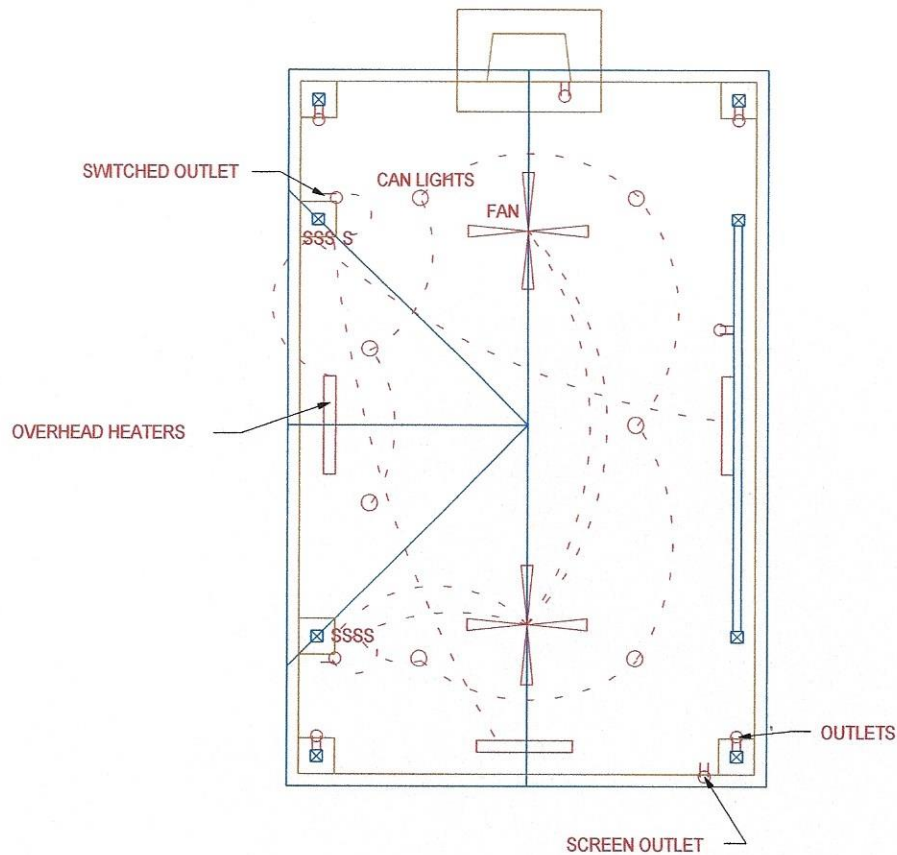
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DATE: 10-14-2022
DESIGNER: WCY

ELECTRICAL PLAN

1/8"=12"



ELECTRICAL:
2 FANS,
9 OUTLETS,
7 CAN LIGHTS,
5 SWITCHES,
3 OVERHEAD ELECTRIC HEATERS.

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COLLEYVILLE, TEXAS

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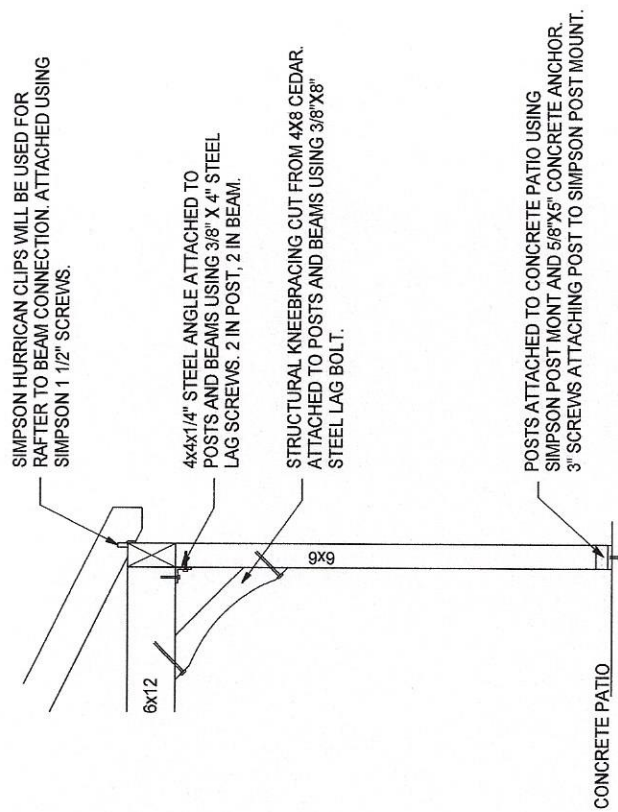
OFFICE: 972-842-3296

DATE: 10-14-2022

DESIGNER: WCY

ATTACHMENT DETAILS

1/4"=12"

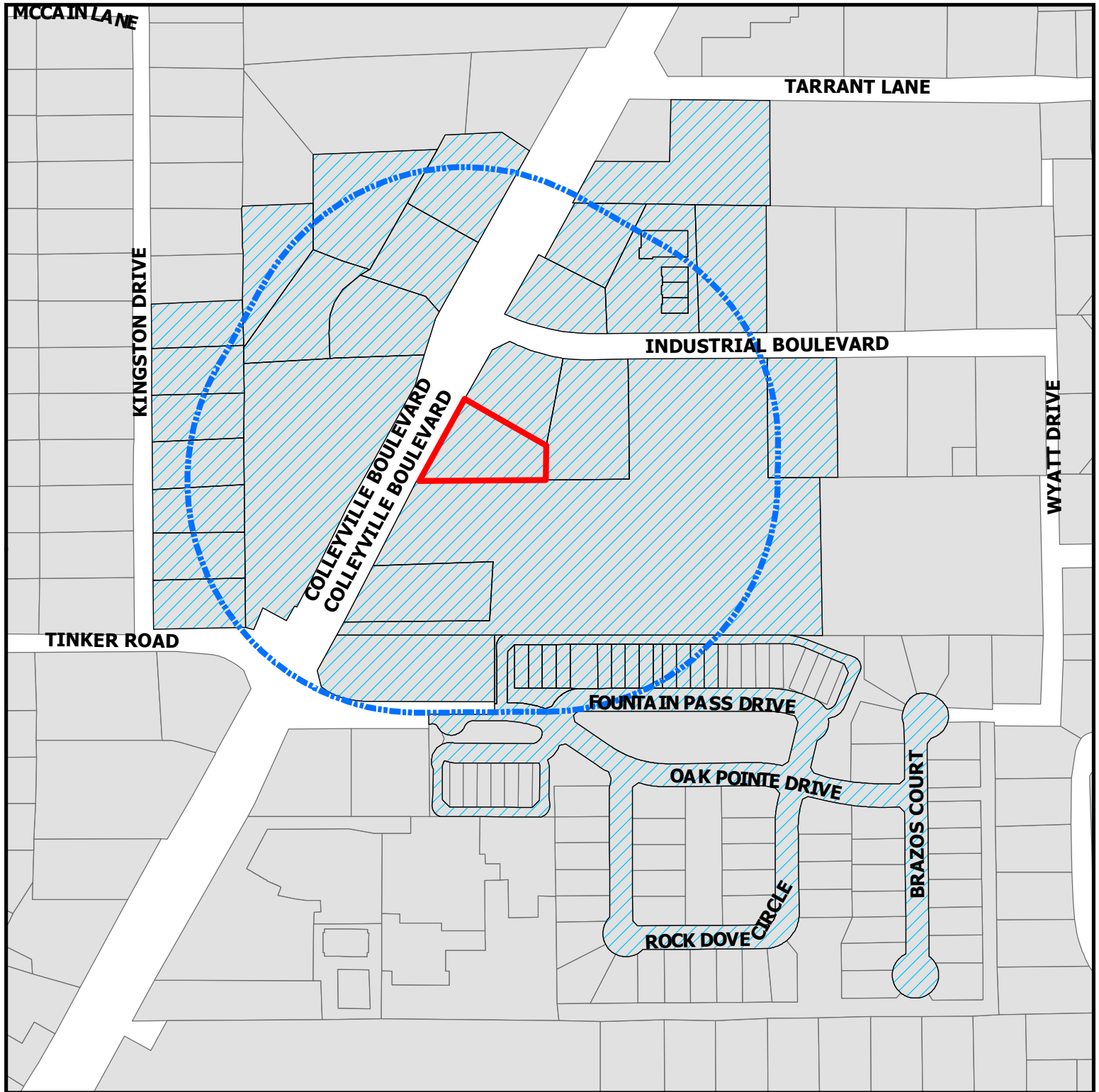


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Notification Map

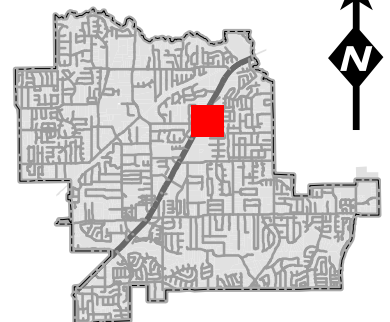


ZC23-002

6407 Colleyville Boulevard

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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, February 13, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, March 7, 2023 & Tuesday, March 21, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a commercial accessory building. The purpose is to allow for a detached cabana and fire place for the business, Yard Art Patio & Fireplace.

Zoning Case: ZC23-002

Applicant: William Yarborough

Owner: Yard Art

Location: 6407 Colleyville Boulevard

Property Description: Lot 16R2, Block 1, Colleyville Industrial Park

Present Zoning: ML Light Manufacturing

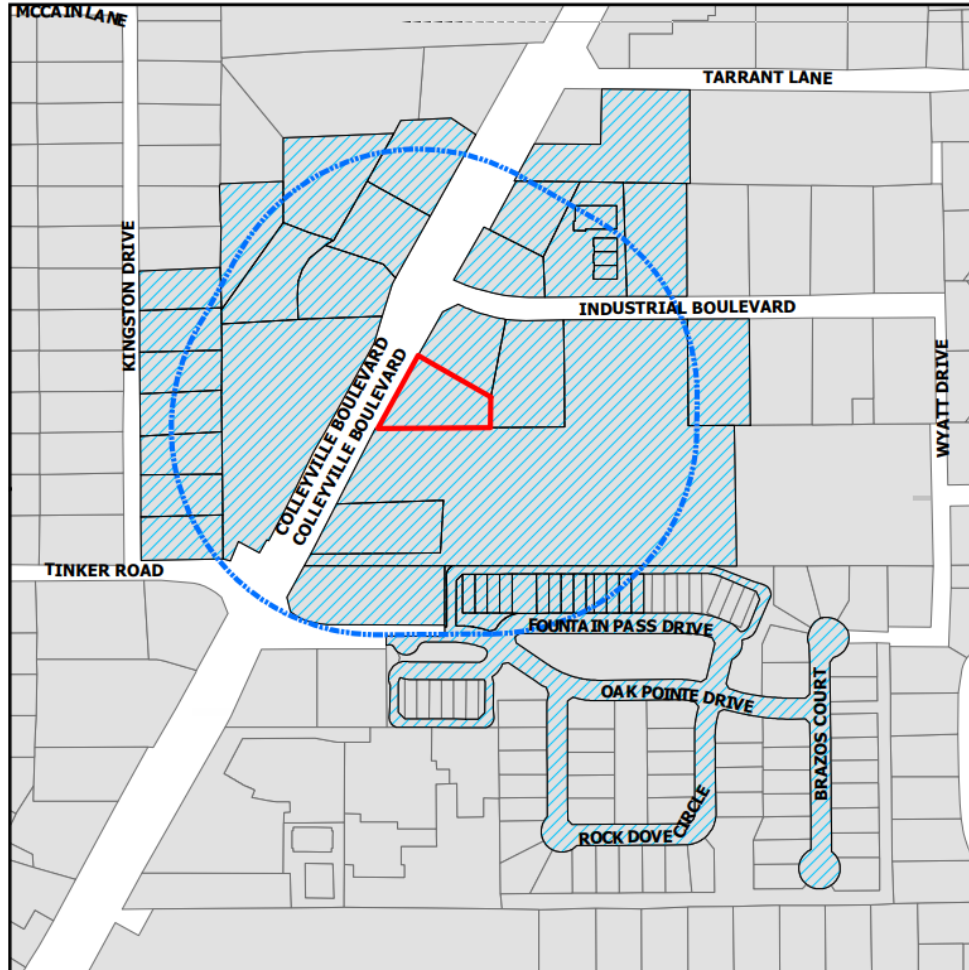
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

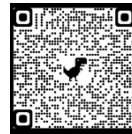
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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
ADDITIONAL SELF STORAGE LP	2964 LBJ FRWY STE 400	DALLAS, TX
AGARWAL, AKSHAY	6434 MALAGA	IRVING, TX
AMERICA'S STORAGE	4311 OAK LAWN AVE STE 360	DALLAS, TX
BITTICK, EDWARD D	6405 KINGSTON	COLLEYVILLE, TX
BOLTON, MICHAEL S	1821 FOUNTAIN PASS DR	COLLEYVILLE, TX
CAMPBELL DAVID L	1637 FOUNTAIN PASS DR	COLLEYVILLE, TX
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX
DAEMS, CHRISTIANE L	1741 FOUNTAIN PASS DR	COLLEYVILLE, TX
DWYER, STACY H	5511 CLERMONT CT	COLLEYVILLE, TX
FISH, ROBERT	6401 KINGSTON	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
HATCHER, LESLIE	1721 FOUNTAIN PASS DR	COLLEYVILLE, TX
HILDRETH, BRADLEY E	6409 KINGSTON	COLLEYVILLE, TX
HORN, BILLY J	2604 FM 514	YANTIS, TX
INGRAM, BEVERLY	212 STRATFORD CT	HURST, TX
KNOX, GARY	1629 FOUNTAIN PASS DR	COLLEYVILLE, TX
NELLAHOUND HOLDINGS LLC	6413 COLLEYVILLE BLVD	COLLEYVILLE, TX
PAUL AND ANNE MINSHULL RLT	1725 FOUNTAIN PASS DR	COLLEYVILLE, TX
PUBLIC INDUSTRIAL PROPERTY CO	2694 LBJ FRWY STE 400	DALLAS, TX
ROWE, SCOTT	6500 CHAMPION WAY	COLLEYVILLE, TX
SAMIDON HOLDING LLC	6407 COLLEYVILLE BLVD	COLLEYVILLE, TX
SANDERS, BAILEY	6305 KINGSTON	COLLEYVILLE, TX
SHMAISANI 26 HOLDINGS LLC	3001 BROWN TRL STE 101	BEDFORD, TX
SNEED, FRANK	6309 KINGSTON	COLLEYVILLE, TX
SPARKS SOUTHWEST INC	1804 INDUSTRIAL BLVD	COLLEYVILLE, TX
TACCONI, EUGENIO	1617 FOUNTAIN PASS DR	COLLEYVILLE, TX
THE STEPHANIE MCKENNON RLT	1733 FOUNTAIN PASS DR	COLLEYVILLE, TX
TIERNEY, THOMAS A	1709 INDUSTRIAL BLVD	COLLEYVILLE, TX
TRUDGETT, PETE J	1737 FOUNTAIN PASS DR	COLLEYVILLE, TX
VESTAL, TANYA	1621 FOUNTAIN PASS DR	COLLEYVILLE, TX
VILLAS AT OAK POINTE HOA INC	6308 WESTCOAT DR	COLLEYVILLE, TX
VILLAS AT OAK POINTE, THE	2555 SW GRAPEVINE PKWY STE 300	GRAPEVINE, TX
WEISS, SCOTT	1641 FOUNTAIN PASS DR	COLLEYVILLE, TX
WINDING CREEK VILLAGE LLC	100 DECKER CT STE 197	IRVING, TX
YARBOROUGH, WILLIAM	6407 COLLEYVILLE BLVD	COLLEYVILLE, TX
YARD ART P&F LTD	1223 CRESTSIDE DR STE 100	COPPELL, TX

ORDINANCE O-23-2235

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.71 ACRES, BEING LOT 16R2, BLOCK 1, COLLEYVILLE INDUSTRIAL PARK, LOCATED AT 6407 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A COMMERCIAL ACCESSORY BUILDING; 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 Special Use Permit for a commercial accessory building, Case No. ZC23-002; 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 authorizing a Special Use Permit for a commercial accessory

building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, as depicted on the attached as Exhibit "A".

Sec. 3. 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. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall apply to a new 600 s.f. commercial accessory building (20 feet by 30 feet) for the business known as "Yard Art".

b. The accessory building shall be generally consistent with the site plan and building plans as depicted on the attached Exhibit "B".

c. The accessory building shall be generally consistent with the building elevations and floor plan as depicted on the attached Exhibit "C" to include stone a minimum of three feet high on the columns.

d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. 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. 6. 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. 7. 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. 8. 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

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

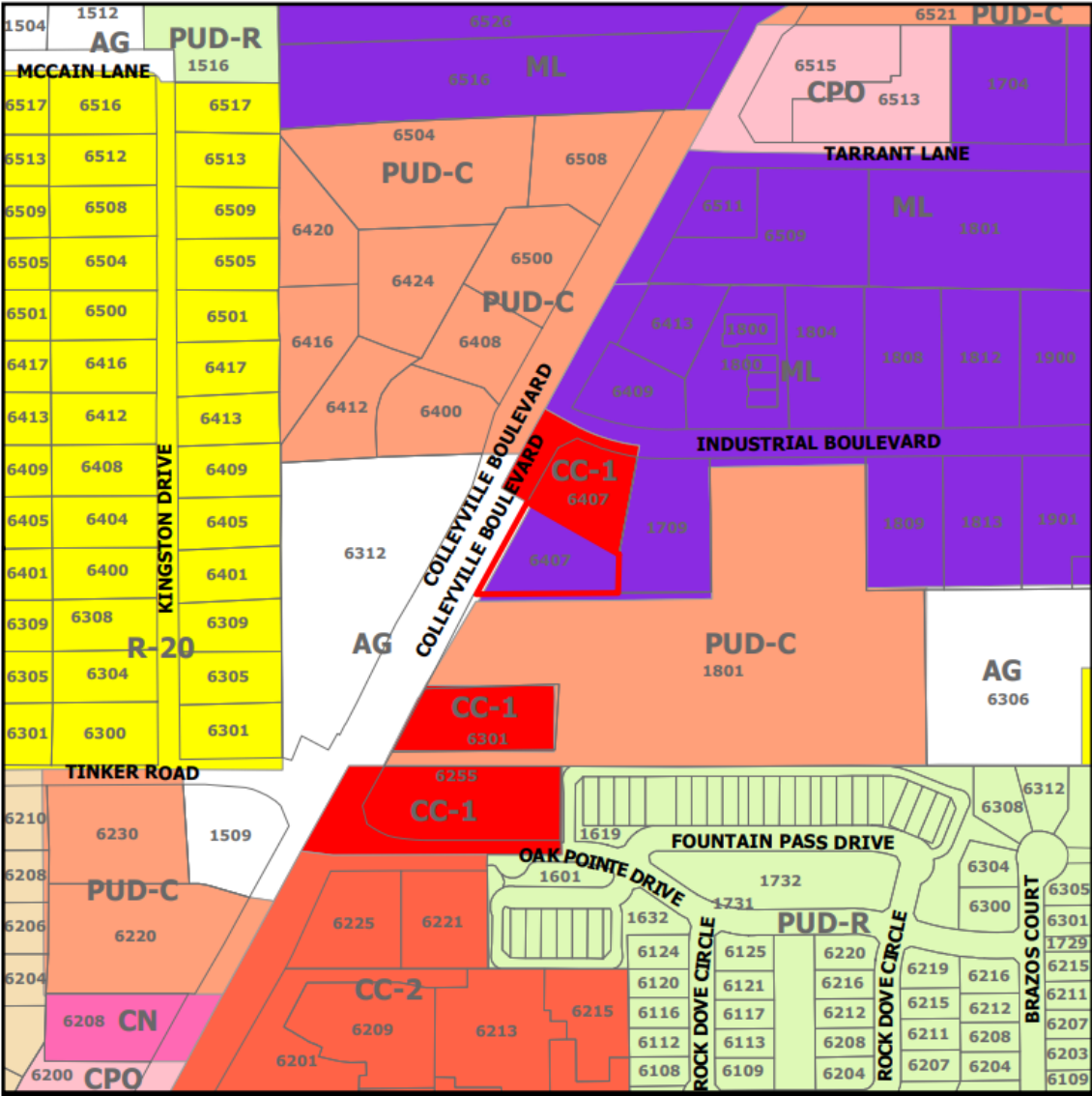


Exhibit "B" – Site Plan

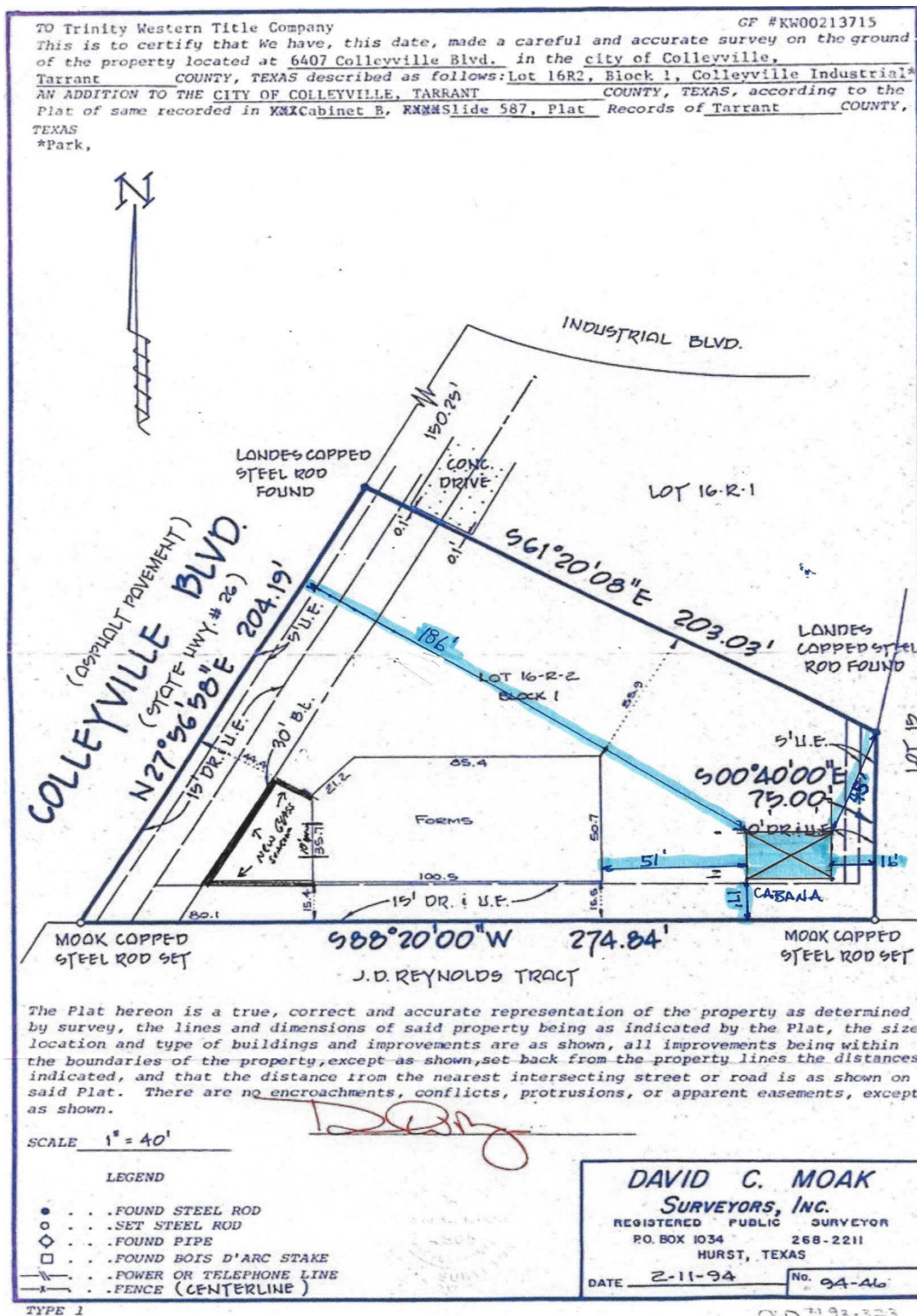
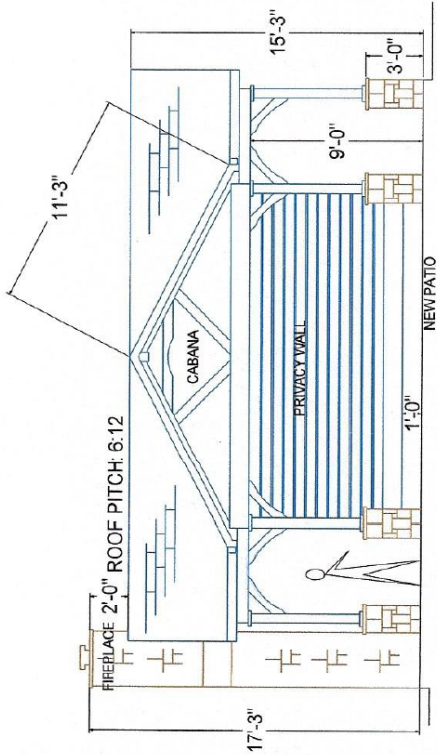


Exhibit "C" - Elevation

FRONT ELEVATION

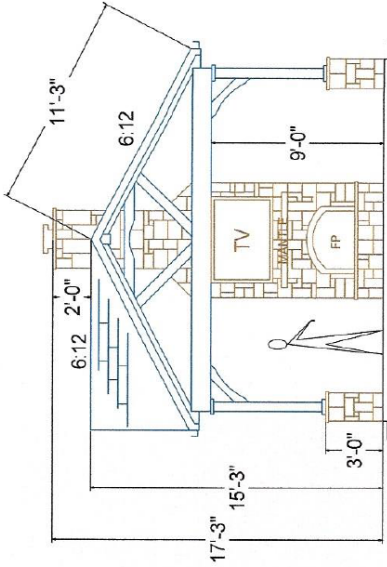
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PRO DECK

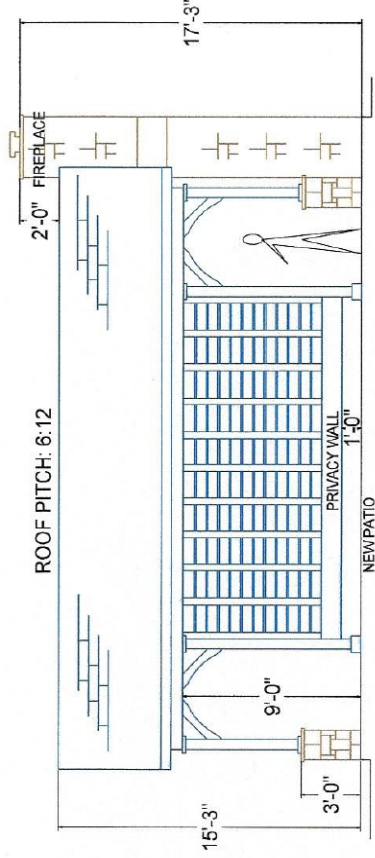
www.prodecktexas.com
OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

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WCY.

YARD ART
8407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

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*CHOPPED GRAY LUEDELS STONE FOR 36" TALL
STONE POST BASES, CAPPED WITH LUEDELS.

*CHOPPED GRAY LUEDELS (RANDOM RECTANGLE)
FOR FIREPLACE AND HEARTH, WITH LUEDELS
FLAGSTONE CAPS FOR HEARTH, 4X12 CEDAR MANTEL.

YARD ART
6407 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS

PRO DECK
www.prodecktexas.com
OFFICE: 972-842-3296
DATE: 10-14-2022
DESIGNER: WCY

DESIGN IS PROPERTY OF PRO DECK.
ANY REPRODUCTION OR USE OF THE
CONCEPTUAL DESIGN FOR ANY PURPOSE
WITHOUT THE CONSENT OF PRO DECK
WILL RESULT IN A DESIGN FEE TO BE
CHARGED TO HOMEOWNER.
W.C.Y.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c

Agenda Date 3/7/2023

Number Ordinance O-23-2236

Type Ordinance

Department Community Development

Title

Consideration of amendments to Chapter 7 of the Land Development Code clarifying the size and duration of political signs as well as the use of canopies, tents, or flags, specifically amending Section 7-190.H Temporary Business Signs - Political Signs, Case GC23-001

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

First Reading and Public Hearing

At the December 20, 2022 City Council Worksession, the Council recommended changes be made to the Land Development Code (LDC) amending the regulations pertaining to political signage. The amendments will conform with the intent of the electioneering rules previously adopted while strengthening the enforcement tools available to monitor compliance.

Staff Recommendation: Staff recommends approval of the amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the LDC amendment at their February 13, 2023 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Electioneering presentation
2. Chapter 7, Section 7-190.H Temporary Business Signs - Political Signs
3. Ordinance O-23-2236

Electioneering Resolution Review

City Council
December 20, 2022

Resolution R-20-4563 Vs. Sign Ord.

Resolution

- Civil court enforcement
 - No penalty provision is provided for within the Resolution
 - Enforcement would require civil judgement
 - Code enforcement has no mechanism to address

Ordinance

- Fine/criminal enforcement
- LDC Chapter 7 – Sign Regulations
 - Any person, firm or corporation violating any provision of this Chapter shall be guilty of a misdemeanor and fine up to \$2,000 per offense
 - Code enforcement can issue a violation notice for each offense.

Resolution R-20-4563 Vs. Sign Ord.

Resolution R-20-4563 is Duplicative

Items Already Addressed in Sign Ordinance

- Public property limitations
- Size sign (4 sq. ft. max)
- Polling place landscaping/tree root/irrigation protection
- 9” gauge metal stake limitation
- 30’ separation between identical signs
- Early placement (48 vs. 24 hours)

Resolution R-20-4563 is Contradictory

- Resolution allows sign size of 32 sq. ft. if attached to tent/canopy while Sign Ordinance regulates signs on private property at 32 sq. ft.

Resolution R-20-4563 Vs. Sign Ord.

Proposed Solution

Repeal Resolution R-20-4563

Amend the Sign Ordinance as follows:

b. Said political sign(s) shall not exceed four (4) square feet in area unless they are attached to a tent or canopy and no larger than 32 sq. ft. in size;

g. Said political sign(s) may be placed beginning 24 ~~48~~ hours prior to the first day of the early voting and shall be removed by 10:00 am on the day following an election.

i. Canopies, Tents, or Flags allowed only in designated areas (for same time as signs) and shall not be located within public parking lot, landscape island, or sidewalk, and may not exceed 10' x 12' in size. A minimum distance of 20' shall be maintained between tent/canopy/flag.

Questions and Discussion

H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.

1. *Political Signs on Publicly Owned Property* – A political sign shall not be placed upon any publicly owned property including but not limited to City parks, City facilities, school district property, or state or federally owned property, except for the following:
 - a. *Said political sign(s) shall be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code Section 61.003 or 85.036;*
 - b. *Said political sign(s) shall not exceed four (4) square feet in area;*
 - c. *Said political(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;*
 - d. *Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;*
 - e. *Said political sign(s) shall not extend over any sidewalk, street, or driveway;*
 - f. *Said political sign(s) shall not be placed within 30 feet of an identical sign(s);*
 - g. *Said political sign(s) may be placed beginning 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;*
 - h. *For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.*
2. *Political Signs on Private Property* – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election and shall be removed within seven (7) days after said election.
3. No permit or fee shall be required for a political sign.

Chapter 7 – Sign Regulations

Section 7-190.H – Temporary Business Signs – Political Signs

- H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.
1. *Political Signs on Publicly Owned Property* – A political sign shall not be placed upon any publicly owned property including but not limited to City parks, City facilities, school district property, or state or federally owned property, except for the following:
 - a. Said political sign(s) shall be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code Section 61.003 or 85.036;
 - b. Said political sign(s) shall not exceed four (4) square feet in area unless they are attached to a tent or canopy and no larger than 32 sq. ft. in size;
 - c. Said political(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;
 - d. Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;
 - e. Said political sign(s) shall not extend over any sidewalk, street, or driveway;
 - f. Said political sign(s) shall not be placed within 30 feet of an identical sign(s);
 - g. Said political sign(s) may be placed beginning 24 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;
 - h. For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.
 - i. Canopies, Tents, or Flags allowed only in designated areas (for same time as signs) and shall not be located within public parking lot, landscape island, or sidewalk, and may not exceed 10' x 12' in size. A minimum distance of 20' shall be maintained between tent/canopy/flag.
 2. *Political Signs on Private Property* – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election and shall be removed within seven (7) days after said election.
 3. No permit or fee shall be required for a political sign.

ORDINANCE O-23-2236

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 7, SECTION 7-190.H TEMPORARY BUSINESS SIGNS – POLITICAL SIGNS OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City of Colleyville desires to amend Chapter 7, Section 7-190.H Temporary Business Signs – Political Signs of the Land Development Code; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Chapter 7, Section 7-190.H Temporary Business Signs – Political Signs* of the Land Development Code is hereby amended to read as depicted in the attached Exhibit "A".
- Sec. 2. 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. 3. 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. 4. 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. 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 21ST DAY OF MARCH 2023.

Mayor Bobby Lindamood
Place 1, Brandi Elder
Place 2, George Bond
Place 4, George Dodson

_____ Mayor Pro Tem Kathy Wheat	_____
_____ Place 5, Chuck Kelley	_____
_____ Place 6, Callie Rigney	_____
_____	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit "A"

Chapter 7 – Sign Regulations

Section 7-190.H – Temporary Business Signs – Political Signs

- H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.
1. *Political Signs on Publicly Owned Property* – A political sign shall not be placed upon any publicly owned property including but not limited to City parks, City facilities, school district property, or state or federally owned property, except for the following:
 - a. Said political sign(s) shall be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code Section 61.003 or 85.036;
 - b. Said political sign(s) shall not exceed four (4) square feet in area unless they are attached to a tent or canopy and no larger than 32 sq. ft. in size;
 - c. Said political(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;
 - d. Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;
 - e. Said political sign(s) shall not extend over any sidewalk, street, or driveway;
 - f. Said political sign(s) shall not be placed within 30 feet of an identical sign(s);
 - g. Said political sign(s) may be placed beginning 24 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;
 - h. For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.
 - i. Canopies, Tents, or Flags allowed only in designated areas (for same time as signs) and shall not be located within public parking lot, landscape island, or sidewalk, and may not exceed 10' x 12' in size. A minimum distance of 20' shall be maintained between tent/canopy/flag.
 2. *Political Signs on Private Property* – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election and shall be removed within seven (7) days after said election.
 3. No permit or fee shall be required for a political sign.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5d

Agenda Date 3/7/2023

Number Ordinance O-23-2237

Type Ordinance

Department Community Development

Title

Consideration of amendments to Chapter 9 and Chapter 14 of the Land Development Code clarifying that driveway access to adjacent street right-of-way and street stub-outs is not allowed from lots in an adjacent subdivision, specifically amending Section 9.17 Street Design Criteria and Section 14-135 Driveway Spacing and Design Standards, Case GC23-002

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

First Reading and Public Hearing

At the January 17, 2023 City Council meeting, a policy was adopted governing vehicular cross-access between subdivisions. In the past, staff have received requests to allow rear driveways on residential properties that abut neighboring subdivision streets. These requests have generally been denied due to various factors. The City's Land Development Code (LDC) does not address lots located in one subdivision to connect to an adjacent subdivision. The proposed LDC amendments would codify the policy of prohibiting cross-access between subdivisions unless a variance is approved by the City Council.

Items for consideration for allowing or disallowing a connection include:

- Impact to traffic on local residential streets from adjacent subdivisions
- Potential conflict between HOA covenants governing the use and maintenance of local subdivision streets and connecting subdivisions
- Potential impact on future subdivision design by developers who may propose similar cul de sac design adjacent to neighboring subdivisions

Staff Recommendation: Staff recommends approval of the amendments.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the proposed LDC amendments at their February 13, 2023 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Section 9.17 Street Design Criteria - Section 14-135 Driveway Spacing and Design Standards
2. Ordinance O-23-2237

Chapter 9 Subdivision Design & Public Facilities

Section 9.17 Street Design Criteria

B. Street Design

6. *Temporary Dead-End Streets* - Temporary dead-end streets shall have provision for future extension of the street and utilities and, if a temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided. If the street is not extended to provide connection to an adjacent subdivision, no driveway access from a lot in the adjacent subdivision shall be allowed.
7. *Stub-outs for Future Extensions* - Permanent dead-end roads shall not be allowed. The street layout shall be extended to the tract boundary to provide for future access into adjoining tracts to assure adequate neighborhood circulation unless: 1) prevented by topography or other physical conditions; or 2) the City Council determines that the extension is not necessary for future development of adjacent tracts. In general, these extensions should be not more than one thousand (1,000) feet apart. If any street stub-out is not extended to provide connection to an adjacent subdivision, no driveway access from a lot in the adjacent subdivision shall be allowed.

Chapter 14 Engineering Design Standards

Section 14-135 Driveway Spacing and Design Standards

- A. Residential Construction – Residential driveway approaches shall be constructed of six (6") inch thick three thousand five hundred (3,500) p.s.i. compressive strength concrete reinforced with #3 steel bars on eighteen (18") inch centers each way, with #4 bars doweled into the existing concrete paving.. Residential driveways shall be constructed with the return curbs having a rolled face disappearing at the sidewalk and joining the street curb.
- B. Commercial and Industrial Construction – Commercial and industrial driveway approaches shall be constructed of six (6") inch thick three thousand five hundred (3,500) p.s.i. compressive strength concrete reinforced with #4 steel bars on eighteen (18") inch centers each way, with #4 bars doweled into the existing concrete paving. Commercial and industrial driveways shall be constructed with the return curbs having a rolled face disappearing at the sidewalk and joining the street curb.
- C. Driveway Approach Depth – The driveway shall begin at the street curb and extend to the property line or to a point nine and one-half (9.5') feet from the back of the curb, whichever is greater. The drive approach shall be constructed such that the height of the drive approach at the property ROW, with a typical nine and one-half (9.5') foot parkway, shall be two and one-half (2-1/2") inches higher than the top of the curb. The tangency point of a driveway curb shall be a minimum of ten (10') feet from a storm water inlet.
- D. Driveway Approach Widths and Spacing – The criteria contained in the following table shall be the minimum and/or maximum standards to be applied in spacing and designing driveways on public streets. For the purpose of this regulation, driveway width shall be measured at the property line. The Director of Public Works may modify these standards based on anticipated traffic flow and in accordance with sound traffic engineering practices. To implement the standards contained in the

following table, subdivision plats for new commercial developments shall be required to provide cross-access easements.

Driveway Spacing and Design Criteria					
Description	Street Classification	Residential Driveway		Commercial Driveway	
		Min.	Max.	Min.	Max.
Driveway Throat Width	Local	12'	25'	25'	35'
	Minor Coll.	12'	25'	25'	35'
	Major Coll.	16'	25'	25'	35'
	Arterial	20'	25'	25'	35'
Driveway Curb Radius	Local	5'	10'	10'	20'
	Minor Coll.	5'	10'	10'	20'
	Major Coll.	10'	10'	10'	20'
	Arterial	15'	15'	20'	30'
Driveway Spacing (centerline)	Local	22'	n/a	100'	n/a
	Minor Coll.	32'	n/a	100'	n/a
	Major Coll.	80'	n/a	150'	n/a
	Arterial	100'	n/a	250'	n/a
Minimum Distance from Driveway to Intersection (<i>pi to pi</i>)	Local	30'	n/a	75'	n/a
	Minor Coll.	50'	n/a	100'	n/a
	Major Coll.	100'	n/a	150'	n/a
	Arterial	100'	n/a	180'	n/a

- E. Provision for Joint Approaches – Driveway approaches shall be located entirely within the frontage of the premises they serve except that joint, or cooperative, driveways with adjoining property holders may be permitted by the Director of Public Works. When a joint drive approach is proposed by a developer, the request must be made by all interested parties and/or all property owners involved.
- F. Circular Driveway Approaches at Street Intersections – The Director of Public Works may approve a circular drive on a corner lot where both streets are residentially classified.
- G. Angle of Driveway Approach – The angle of the driveway approach with the curb line shall be ninety (90) degrees.

H. Sidewalk to be Removed – Where a driveway approach is to be built, any existing sidewalk located within the proposed driveway location shall be removed and the entire area replaced as a driveway. The drive approach shall extend to the property line.

I. Driveways Crossing Bar Ditches

1. *Culvert Size* – The minimum culvert pipe size shall be 18" diameter. However, an engineered design that provides for a larger culvert pipe size may be required by the developer where the Director of Public Works determines that additional drainage capacity may be required. The ends of all culvert pipes shall be cut at a 6:1 slope.
2. *Radius* – Driveways shall be constructed with the return curbs joining the edge of pavement at the street with a minimum ten-foot (10') radius.
3. *Slope* – The maximum slope from the edge of driveway to the top of the culvert pipe shall be 6:1. The sloped area around the end of the culvert pipe shall be sodded or hydro-mulched to resist erosion.
4. *Cross Slope* – The minimum cross slope on the drive shall be 1/8 inch per foot. The minimum longitudinal slope between the edge of pavement at the street and the valley over the culvert pipe shall be 1/4 inch per foot.
5. *Maintenance* – Future maintenance of the drive approach and culvert pipe is the responsibility of the property owner.
6. *Grading* – During the drive approach installation, all ditch grading upstream and downstream of the proposed driveway culvert is the responsibility of the property owner.

J. Driveways Access to Street Right-of-Way and Street Stub-Outs from an Adjacent Subdivision – Driveway access from a platted lot shall not be allowed onto an adjacent right-of-way or street stub-out dedicated as part of a plat for an adjacent subdivision unless a variance is approved by the City Council per Chapter 1 of this Land Development Code. Items for consideration in allowing or disallowing a driveway connection may include:

- Impact to traffic on local residential streets from adjacent subdivisions
- Potential conflict between HOA covenants governing the use and maintenance of local subdivision streets and connecting subdivisions
- Potential impact on future subdivision design by developers who may propose similar cul de sac design adjacent to neighboring subdivisions

K. General

1. *Driveway Approaches at Pedestrian Crossings* – Driveway approaches shall not be located in street intersections or at established pedestrian crossings.
2. *Driveway Approaches at Obstructions* – Driveways shall be kept at a minimum of five (5') feet away from obstructions such as street light posts, fire hydrants, traffic signals, etc.
3. *Accumulative Width of Approaches* – Driveway approaches shall not occupy more than forty (40%) percent of the frontage of a lot or tract.

ORDINANCE O-23-2237

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 9, SECTION 9.17.B (STREET DESIGN) AND CHAPTER 14, SECTION 14-135 (DRIVEWAY SPACING AND DESIGN STANDARDS) OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to update the driveway spacing and design standards for subdivisions contained in the Colleyville Land Development Code by amending Chapter 9, Sections 9.17.B.6. and B.7. (Street Design) and Chapter 14, Section 14-135 (Driveway Spacing and Design Standards) as set forth herein; and

WHEREAS, the City Council further desires to amend the subdivision entryway requirements contained in Chapter 9, Section 9.17 B.11.b.i as set forth herein; and

WHEREAS, the City Council finds that a notice of public hearing on this ordinance was published in a newspaper of general circulation in accordance with applicable law; and

WHEREAS, the City Council finds, after due deliberations and consideration of the information received at the public hearing for this ordinance, and other relevant information and materials, that this amendment promotes the general welfare and safety of this community; and

WHEREAS, the City Council further finds that these amendments are in conformance with the adopted Comprehensive Plan of the City of Colleyville, as amended.

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

Sec. 1. THAT Chapter 9, Section 9.17.B. (*Street Design*) of the Land Development Code is hereby amended, in part, to read as set forth in Exhibit "A", attached hereto.

- Sec. 2. THAT Chapter 14, Section 14-135 (*Driveway Spacing and Design Standards*) of the Land Development Code is hereby amended by amending subsections J. and K. to read as set forth in Exhibit "B", attached hereto.
- Sec. 3. 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. 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 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. 6. 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

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 L. Wyatt
City Attorney

Exhibit "A"

Chapter 9 Subdivision Design & Public Facilities Section 9.17 Street Design Criteria

...

B. Street Design

...

6. *Temporary Dead-End Streets* - Temporary dead-end streets shall have provision for future extension of the street and utilities and, if a temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided. No driveway access from a lot in an adjacent subdivision shall be allowed upon such street (or cul-de-sac) unless the street has been extended to provide public access for vehicular traffic between the subdivisions.
7. *Stub-outs for Future Extensions* - Permanent dead-end roads shall not be allowed. The street layout shall be extended to the tract boundary to provide for future access into adjoining tracts to assure adequate neighborhood circulation unless: 1) prevented by topography or other physical conditions; or 2) the City Council determines that the extension is not necessary for future development of adjacent tracts. In general, these extensions should be not more than one thousand (1,000) feet apart. No driveway access from a lot in an adjacent subdivision shall be allowed upon such street (or stub-out) unless the street has been extended to provide public access for vehicular traffic between the subdivisions.

...

END OF EXHIBIT A

Exhibit "B"

Chapter 14 Engineering Design Standards Section 14-135 Driveway Spacing and Design Standards

...

J. Driveway Access to Street Right-of-Way and Street Stub-Outs from Adjacent Subdivisions – Driveway access from a platted lot shall not be allowed onto a public street, stub-out or other public right-of-way located in an adjacent subdivision unless a variance is approved by the City Council in conformance with the procedures set forth in Chapter 1 of this Land Development Code. Any variance from the provisions of this subsection shall, in addition to all other relevant information, take into consideration the following special considerations:

- Impact to traffic on local residential streets from adjacent subdivisions
- Potential conflict between HOA covenants governing the use and maintenance of local subdivision streets and connecting subdivisions
- Potential impact on future subdivision design of adjacent subdivisions

K. General

1. *Driveway Approaches at Pedestrian Crossings* – Driveway approaches shall not be located in street intersections or at established pedestrian crossings.
2. *Driveway Approaches at Obstructions* – Driveways shall be kept at a minimum of five (5') feet away from obstructions such as street light posts, fire hydrants, traffic signals, etc.
3. *Accumulative Width of Approaches* – Driveway approaches shall not occupy more than forty (40%) percent of the frontage of a lot or tract.

END OF EXHIBIT A



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5e

Agenda Date 3/7/2023

Number Ordinance O-23-2238

Type Ordinance

Department Community Development

Title

Consideration of amendments to Chapter 9 of the Land Development Code removing the requirement for automatic fire-sprinkler systems in certain circumstances, specifically amending Section 9.17 Street Design Criteria, Case GC23-003

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

First Reading and Public Hearing

At the December 20, 2022 City Council meeting, the Council directed staff to amend the appropriate City codes removing the requirement for automatic fire sprinkler/suppression systems. In the Land Development Code, there is a specific street design situation that requires all residences to contain automatic fire-sprinkler systems. The amendment will remove the requirement, making it optional for the property owner.

Staff Recommendation: Staff recommends approval of the amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the LDC amendment at their February 13, 2023 meeting by a vote of 6-1.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Section 9.17 Street Design Criteria
2. Ordinance O-23-2238

Section 9.17 Street Design Criteria

B. Street Design

11. *Number of Subdivision Entryways* – Every subdivision shall be designed to provide sufficient access into the development to accommodate anticipated traffic demands and to provide for emergency public services using the criteria contained in this Section. (O-01-1280 / 08-08-01)

- a. Where a proposed subdivision, or cul-de-sac street, contains more than twelve (12) lots, the development shall provide for two entryways as follows:
 - i. The development shall provide one street entryway and one emergency access easement. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway. The widths of the right-of-way and driving surfaces of the street entryway and the emergency access easement shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - ii. The development shall provide two street entryways separated not less than one-hundred feet between the centerlines of the driving surfaces. The widths of the right-of-way and driving surfaces of the two entryways shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - iii. The development shall provide a divided entryway and one emergency access easement. The driving surfaces of the divided entryway shall be separated by a median not less than ten (10) feet in width and provide for one-way traffic. The widths of the right-of-way and driving surfaces of the divided entryway shall be in accordance with the standards contained elsewhere in this Land Development Code. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway and be constructed in accordance with the standards contained elsewhere in this Land Development Code.
- b. If it is physically impractical or otherwise impossible to provide two entryways or to incorporate an emergency access easement into the development in accordance with the above stated requirements, the following alternative may be considered by the approving body:
 - i. A single pavement width of forty-one (41) feet shall be constructed. Said pavement shall extend back from the intersecting street right-of-way a minimum distance of one-hundred (100') feet. ~~All residences within the subdivision shall contain automatic fire-sprinkler systems.~~
- c. If it is physically impractical or otherwise impossible to comply with the above-stated requirements, an alternative design may be submitted to the City Council for consideration. The approving body may approve the alternate design if it finds that the above-stated requirements can not be satisfied and that all efforts have been made by the developer to comply with said requirements.

ORDINANCE O-23-2238

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 9, SECTION 9.17.B.11 (NUMBER OF SUBDIVISION ENTRYWAYS) OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to amend Chapter 9, Section 9.17.B.11 (Number of Subdivision Entryways) of the Land Development Code as set forth herein; and

WHEREAS, the City Council finds that a notice of public hearing on this ordinance was published in a newspaper of general circulation in accordance with applicable law; and

WHEREAS, the City Council finds, after due deliberations and consideration of the information received at the public hearing for this ordinance, and other relevant information and materials, that this amendment promotes the general welfare and safety of this community; and

WHEREAS, the City Council further finds that these amendments are in conformance with the adopted Comprehensive Plan of the City of Colleyville, as amended.

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

- Sec. 1. THAT Chapter 9, Section 9.17.B.11 (*Number of Subdivision Entryways*) of the Land Development Code is hereby amended, in part, to read as set forth in Exhibit "A", attached.
- Sec. 2. 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. 3. 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. 4. 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. 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 7th day of March 2023.

The second reading and public hearing being conducted on the 21st day of March 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 21ST DAY OF MARCH 2023.

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 L. Wyatt
City Attorney

Exhibit "A"

Section 9.17 Street Design Criteria

B. Street Design

...

11. *Number of Subdivision Entryways* – Every subdivision shall be designed to provide sufficient access into the development to accommodate anticipated traffic demands and to provide for emergency public services using the criteria contained in this Section. (O-01-1280 / 08-08-01)

...

- b. If it is physically impractical or otherwise impossible to provide two entryways or to incorporate an emergency access easement into the development in accordance with the above stated requirements, the following alternative may be considered by the approving body:
 - i. A single pavement width of forty-one (41) feet shall be constructed. Said pavement shall extend back from the intersecting street right-of-way a minimum distance of one-hundred (100') feet. ~~All residences within the subdivision shall contain automatic fire sprinkler systems.~~

...

END OF EXHIBIT A



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 3/7/2023

Number Resolution R-23-4823

Type Resolution

Department City Secretary

Title

A resolution cancelling the May 6, 2023 General Election for City Officers and declaring each unopposed candidate elected to office and restating a Special Election to be conducted

Strategic Plan

Explanation

Reading and Public Hearing

The proposed resolution will cancel the May 6, 2023 General Election called by Resolution R-23-4810 and declare the City Council candidates, Place 3 Scotty Richardson, and Place 4 Ben Graves, unopposed and elected to office.

Additionally, the resolution restates a Special Election is to be held on May 6, 2023 to determine whether the voters desire to continue the Colleyville Crime Control and Prevention District and the one-half of one percent (0.5%) sales and use tax for an additional period of 20 years, early voting locations and hours, and the authorization to negotiate and execute an agreement with the Tarrant County Elections Administration to administer the elections (the "Election Agreement") in conformance with the Texas Elections Code and City Charter.

Financial Impact

All election expenses are provided for in the FY2023 City Secretary's budget.

Recommendation

Approve

Attachments

1. Resolution R-23-4823

RESOLUTION R-23-4823

A RESOLUTION OF THE COLLEYVILLE, TEXAS CITY COUNCIL, DECLARING UNOPPOSED CANDIDATES FOR COUNCILMEMBER PLACE 3 AND PLACE 4, AS ELECTED; CANCELLING THE MAY 6, 2023, GENERAL ELECTION DECLARING THAT SECTIONS 2, 3, 4, 6, AND 7 OF RESOLUTION R-23-4810 CALLING A SPECIAL ELECTION TO DETERMINE WHETHER THE VOTERS DESIRE TO CONTINUE THE COLLEYVILLE CRIME CONTROL AND PREVENTION DISTRICT AND THE ONE-HALF OF ONE PERCENT (0.5%) SALES AND USE TAX FOR AN ADDITIONAL PERIOD OF 20 YEARS, ESTABLISHING VOTING LOCATIONS, AND AUTHORIZING A JOINT ELECTION AGREEMENT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS ADMINISTRATION SHALL REMAIN IN EFFECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville, Texas adopted Resolution R-23-4810 on January 17, 2023, ordering a General Election be held on May 6, 2023, for the purpose of electing Councilmembers to Place 3 and Place 4; ordered a Special Election be held on May 6, 2023 to determine whether the voters desire to continue the Colleyville Crime Control and Prevention District and the one-half of one percent (0.5%) sales and use tax for an additional period of 20 years, established the location where such voting shall occur; and authorized the City to negotiate and execute an agreement with the Tarrant County Elections Administration to administer the elections; and

WHEREAS, pursuant to Texas Election Code Sections 143.007 and 146.054, the filing deadlines for a place on the ballot and declaration of write-in candidacy have passed, and the City Council has received the City Secretary's written certification that each candidate in the General Election is unopposed, attached and incorporated herein as Exhibit "A"; and

WHEREAS, Texas Election Code Section 2.053(a) authorizes a governing body to adopt an order declaring unopposed candidates elected to office and cancel the General Election; and

WHEREAS, the City Council hereby finds and determines the candidates whose names were to appear on the ballot in said General Election are unopposed, that there are no declared write-in candidates for said offices; and, therefore, the City Council hereby determines it is necessary to cancel the General Election.

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

Sec. 1. THAT the facts and matters set forth in the recitals are hereby found to be true and correct and are incorporated herein.

Sec. 2. THAT having received the certification from the City Secretary the following candidates are unopposed in the May 6, 2023, General Election, the candidates are hereby declared duly elected to their respective offices and shall be issued a certificate of election after Election Day:

Scotty Richardson, Councilmember Place 3
Ben Graves, Councilmember Place 4

Sec.3. THAT the May 6, 2023, General Election for Councilmember Place 3 and Place 4 is hereby cancelled. The City Secretary shall post a copy of this resolution at designated polling places as required by the Texas Election Code.

Sec. 4. THAT Sections 2, 3, 4, 6, and 7 of Resolution R-23-4810 ordering a Special Election be held on May 6, 2023, establishing the location where such voting shall occur, and authorizing an agreement with the Tarrant County Elections Administration to administer said election shall remain in effect.

Sec. 5. This Resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 7TH DAY OF MARCH 2023.

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"
CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)

**CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**GIẤY CHỨNG NHẬN CÁC ĐẠI DIỆN ĐƯỢC ĐỀ XUẤT
CHO CÁC ĐƠN VỊ CHÍNH TRỊ KHÁC (KHÔNG QUẬN)**

To: Presiding Officer of Governing Body, City of Colleyville

Al: Presidente de la entidad gobernante

Kính gửi: Cán bộ chủ trì của Cơ quan chủ quản

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de mayo de 2023.

Là cơ quan có trách nhiệm chuẩn bị lá phiếu chính thức, tôi xin xác nhận rằng các ứng cử viên sau đây không được bầu vào chức vụ cho cuộc bầu cử dự kiến sẽ được tổ chức vào Ngày 6 tháng 5 năm 2023.

List offices and names of candidates: *Lista de cargos y nombres de los candidatos: Danh sách văn phòng và tên của các ứng cử viên:*

Office(s), Cargo(s), Văn phòng(s)

Councilmember Place Three

Councilmember Place Four

Concejal Lugar Tres

Concejal Lugar Cuatro

Hội đồng nơi ba

Hội đồng quản trị Bốn

Candidate(s), Candidato(s), Ứng cử viên(s)

Scotty Richardson

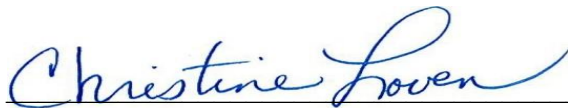
Ben Graves

Scotty Richardson

Ben Graves

Scotty Richardson

Ben Graves



Signature, Firma, Chữ ký

Christine Loven

Printed name, *Nombre en letra de molde, Tên in*

City Secretary

Title, Puesto, Tiêu đề

February 22, 2023

Date of signing, Fecha de firma, Ngày ký

(Seal) (Sello) (Niêm phong)



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8

Agenda Date 3/7/2023

Type Report

Department City Secretary

Title

Sign Board of Appeals Minutes - December 13, 2022

Attachments

1. Sign Board of Appeals Minutes - December 13, 2022



City of Colleyville Sign Board of Appeals Minutes

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

Tuesday, December 13, 2022

City Council Chambers

Call to Order

The Sign Board of Appeals Meeting of the City of Colleyville was called to order by Chair Carroll on December 13, 2022 at 7:00 p.m.

Roll Call

Present: Dee Kamerman, Dan Shadle, Frank Carroll, Mic Deakin, and Eric Holland

Staff Present: Jacquelyn Reyff and Dakari Hill

Also Present: N/A

1. APPROVAL OF MINUTES

- 1a Board Member Shadle made a motion to approve the November 8, 2022 minutes. Board Member Kamerman seconded the motion.**

The motion was carried by the following vote:

**Aye: 5 – Kamerman, Shadle, Carroll, Deakin, and Holland
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

- 2a Request for a variance to the provisions of Section 7-215, Prohibited Signs, and Section 7-230, Nonconforming Signs, of the Land Development Code, specifically for a new off-premises sign on Tract 6B2 and 6B4, Abstract 352, Elizabeth Cox Survey, located at 5312 State Highway 121, Case SC22-007**

Jacquelyn Reyff presented the case and briefed the Board.

Staff answered questions of the Board regarding ownership of the land and the City's regulations on billboards.

The applicant, Beau Burkett, P.O. Box 163266, Austin, TX, came forward and expressed to the Board that the proposed sign would be

beneficially to the City for the financial incentive, aesthetic improvement, and prime location.

Mr. Burkett answered questions of the Board regarding the potential uses of the sign, landscaping, and the sign's proposed height.

The public hearing was opened at 7:23 p.m.

With no one wishing to speak, the public hearing was closed at 7:23 p.m.

Board Member Shadle made a motion to approve Case SC22-007. Board Member Deakin seconded the motion.

The motion failed by the following vote:

Aye: 3 – Shadle, Carroll, and Deakin

Nay: 2 – Kamerman and Holland

3. ADJOURNMENT

The meeting adjourned at 7:32 p.m.

The minutes were written and prepared by:



Dakari Hill
Planner

The meeting minutes were approved on February 15, 2023 by a vote of 5-0.

RESOLUTION R-23-4824

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MARCH 7, 2023**

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 7TH DAY OF
MARCH 2023.

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