



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, AUGUST 15, 2023

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

CALL TO ORDER

- WS-1** Presentation and discussion of the 5-year Drainage Capital Improvement Program
- WS-2** Presentation and discussion regarding development of the Northern Gateway
- WS-3** Discussion of median tree lighting
- WS-4** Recreation Center update
- WS-5** Discussion of the August 15, 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

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: Neda Moayad and Martin Schmidt, Baha'i Community
PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4867**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4868**
 - 4a** Approval of the minutes of the regular City Council meeting of August 1, 2023
 - 4b** Adoption of the Drainage Master Plan
 - 4c** Approval of an Interlocal Agreement between the City of Colleyville and the Grapevine Colleyville Independent School District for School Resource Officers
- 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - July 2023
- 6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 6a Ordinance O-23-2247**

Consideration of a change in zoning from CC-1 Village Retail district to PUD-C Planned Unit Development – Commercial district on Lot 1, Block 1, of the Tutun Addition and a portion of Lot 1, Block 1, Bokju Family Addition, located at 5311 and 5309 Colleyville Boulevard, Case ZC23-014
 - 6b Ordinance O-23-2248**

Amending Chapter 98, Article IV, Section 98-104 of the Colleyville Code of Ordinances, "Schedule of Drainage Charges"
 - 6c Ordinance O-23-2249**

An ordinance granting a franchise to Atmos Energy Corporation, Mid-Tex Division, for a term of twenty (20) years beginning January 1, 2024, to allow Atmos to provide gas utility services within the City of Colleyville, and providing for a franchise fee for use of the City's Rights-of-Way

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-23-4869

Approval of a proposal to set the ad valorem tax rate for Fiscal Year 2024 at \$0.260991 per hundred dollars of valuation

8. CITIZEN COMMENTS

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, AUGUST 15, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4870

10. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, August 11, 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 BRIEFING

Agenda Number WS-1

Agenda Date 8/15/2023

Type Worksession

Department Public Works

Title

Presentation and discussion of the 5-year Drainage Capital Improvement Program

Explanation

This item provides for staff to present the 5-year Drainage Capital Improvement Program which will be part of the Drainage Master Plan.

Attachments

1. Drainage Presentation
2. 5 Year Drainage CIP

5-Year Drainage CIP

August 15, 2023

Drainage Master Plan Recap



- Identified and evaluated flood risks at public roadway crossings at FEMA designated creeks and tributaries
- Developed a Prioritized Implementation Plan
- Evaluated maintenance conditions of roadway culverts and erosion issues
- Provided a framework for the City to update annually



The Drainage
Master Plan
identified
projects
totaling
approximately
\$44
million



Drainage Fee Summary (next 3 years)



Land Use	Monthly Rate Per Lot or Tract Current	Monthly Rate Per Lot or Tract 10/01/2023	Monthly Rate Per Lot or Tract 10/01/2024	Monthly Rate Per Lot or Tract 10/01/2025
Residential	\$7.00	\$10.00	\$12.00	\$14.00
Land Use		Monthly Rate Per Acre 10/01/2023	Monthly Rate Per Acre 10/01/2024	Monthly Rate Per Acre 10/01/2025
Park	\$10.68	\$15.26	\$18.31	\$21.36
Church	\$15.25	\$21.79	\$26.14	\$30.50
School	\$24.40	\$34.86	\$41.83	\$48.80
Business Commercial – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Business Commercial – 2	\$10.68	\$15.26	\$18.31	\$21.36
Industrial – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Industrial – 2	\$10.68	\$15.26	\$18.31	\$21.36
Miscellaneous – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Miscellaneous – 2	\$10.68	\$15.26	\$18.31	\$21.36

* These land use categories are applicable to business/commercial, industrial or miscellaneous land use, which does not require construction of impervious lot cover.

Flat Drainage Fee Revenue Forecast



	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
CIP	\$743,757	\$1,001,001	\$1,257,425	\$1,230,251	\$1,203,225	\$1,174,128	\$1,140,123	\$1,104,763
Operating	\$713,386	\$747,570	\$782,575	\$819,949	\$857,226	\$896,625	\$930,630	\$965,990
Total	\$1,457,143	\$1,748,571	\$2,040,000	\$2,050,200	\$2,060,451	\$2,070,753	\$2,070,753	\$2,070,753

5 – Year Drainage CIP



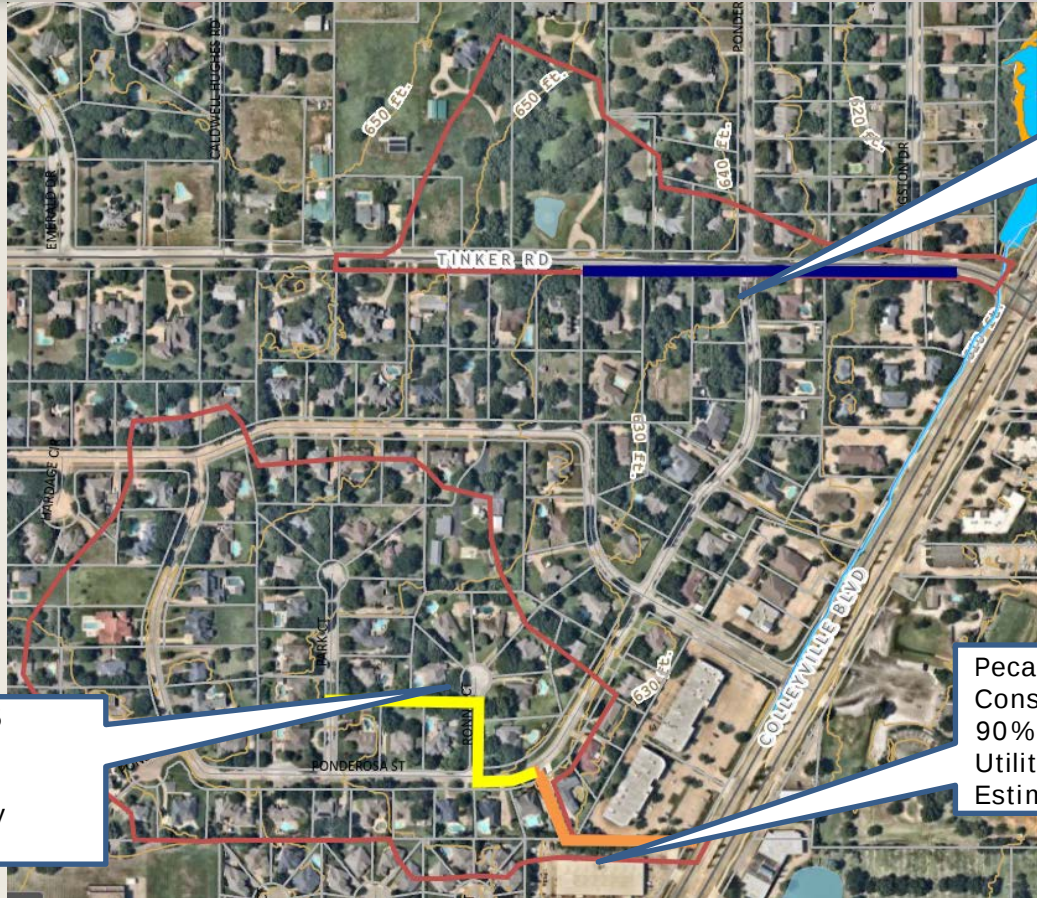
YEAR	CIP PROJECT AMOUNT	DRAINAGE FEE CIP REVENUE	REMAINING BALANCE
<i>FY24 Beginning Balance</i>			<i>\$1,306,844</i>
FY24	\$1,100,000	\$743,757	\$950,601
FY25	\$475,000	\$1,001,001	\$1,476,602
FY26	\$1,375,000	\$1,257,425	\$1,359,027
FY27	\$1,500,000	\$1,230,251	\$1,089,278
FY28	\$1,600,000	\$1,203,225	\$692,503
TOTAL	\$6,050,000	\$5,435,659	

Year	Item	Description	FY24 Cost
	FY24 Beginning Balance		\$1,306,844
	Drainage Fee CIP Revenue		\$743,757
2024	Drainage Improvements Annual Allotment		(\$200,000)
2024	Water Project 11 Tinker Rd	Construction	(\$300,000)
2024	Water Project 18 Pecan Park Estates Phase I	Construction	(\$600,000)
	FY24 Total		(\$1,100,000)
	Remaining Balance		\$950,601

Tinker Road and Pecan Park Estates



*Estimated amounts shown
are the portion of the project
to be funded by the Drainage
Capital Fund



Tinker Road Drainage
Improvements
(2024 Construction)
Utility relocation underway
Estimated \$300,000

Pecan Park Phase II (2025
Construction)
90% Plans
Utility relocation underway
Estimated \$200,000

Pecan Park Phase I (2024
Construction)
90% Plans
Utility relocation underway
Estimated \$600,000

Year	Item	Description	FY25 Cost
	FY25 Beginning Balance		\$950,601
	Drainage Fee CIP Revenue		\$1,001,001
2025	Drainage Improvements Annual Allotment		(\$100,000)
2025	Water Project 18 Pecan Park Estates Phase II	Construction	(\$200,000)
2025	Wagonwheel and Chisholm	Design – Neighborhood improvements to internalize surface flow from the neighborhood to Windswept Trail	(\$75,000)
2025	Bandit Improvements	Design – Neighborhood improvements to internalize surface flow from Bandit Trail north to an existing pond	(100,000)
	FY25 Total		(\$475,000)
	Remaining Balance		\$1,476,602

Wagonwheel, Chisolm and Bandit

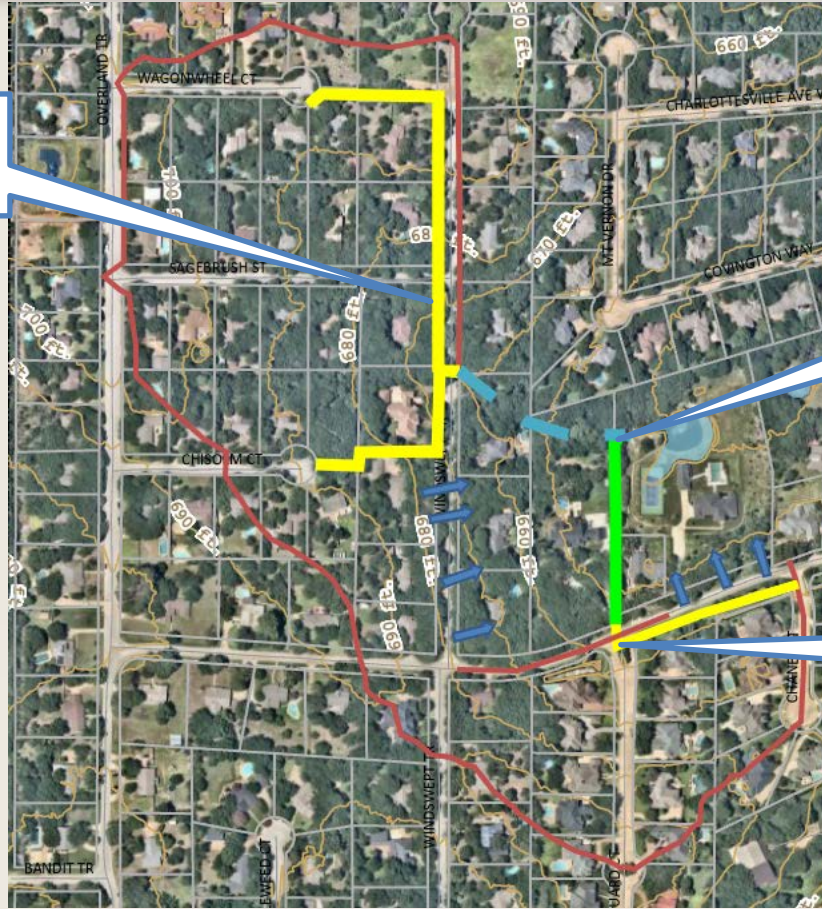


Wagonwheel and Chisolm (2025 Design and 2026 Construction)
Estimated \$825,000

Existing 21" Storm Sewer and Overland Channel

Bandit Improvements (2025 Design and 2026 Construction)
Estimated \$625,000

*Estimated amounts shown are the portion of the project to be funded by the Drainage Capital Fund



FY2026



Year	Item	Description	FY26 Cost
	FY26 Beginning Balance		\$1,476,602
	Drainage Fee CIP Revenue		\$1,257,425
2026	Drainage Improvements Annual Allotment		(\$100,000)
2026	Wagonwheel and Chisolm	Construction - Neighborhood improvements to internalize surface flr from the neighborhood to Windswept Trail	(\$525,000)
2026	Bandit Improvements	Construction - Neighborhood improvements to internalize surface flow from Bandit Trail north to an existing pond	(750,000)
	FY26 Total		(\$1,375,000)
	Remaining Balance		\$1,359,027

FY2027

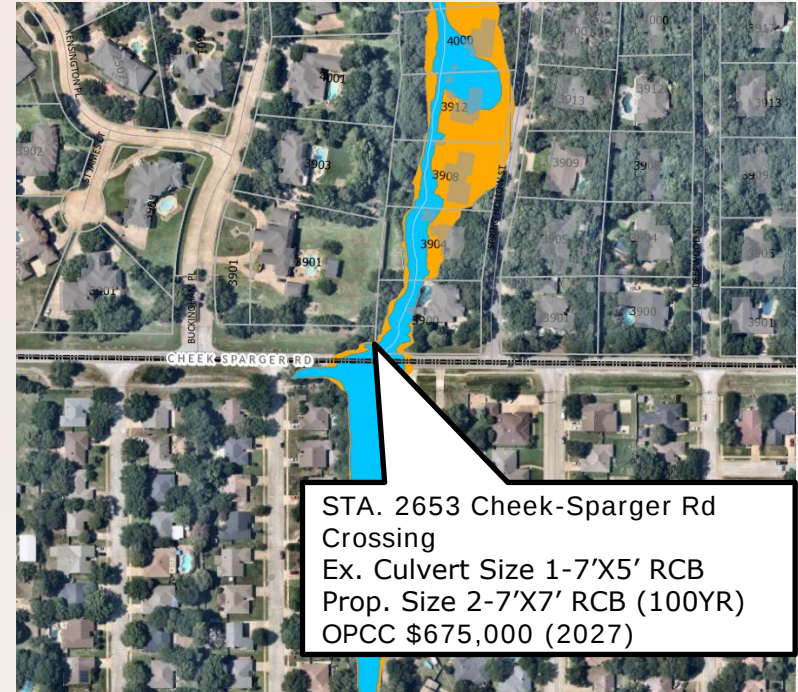
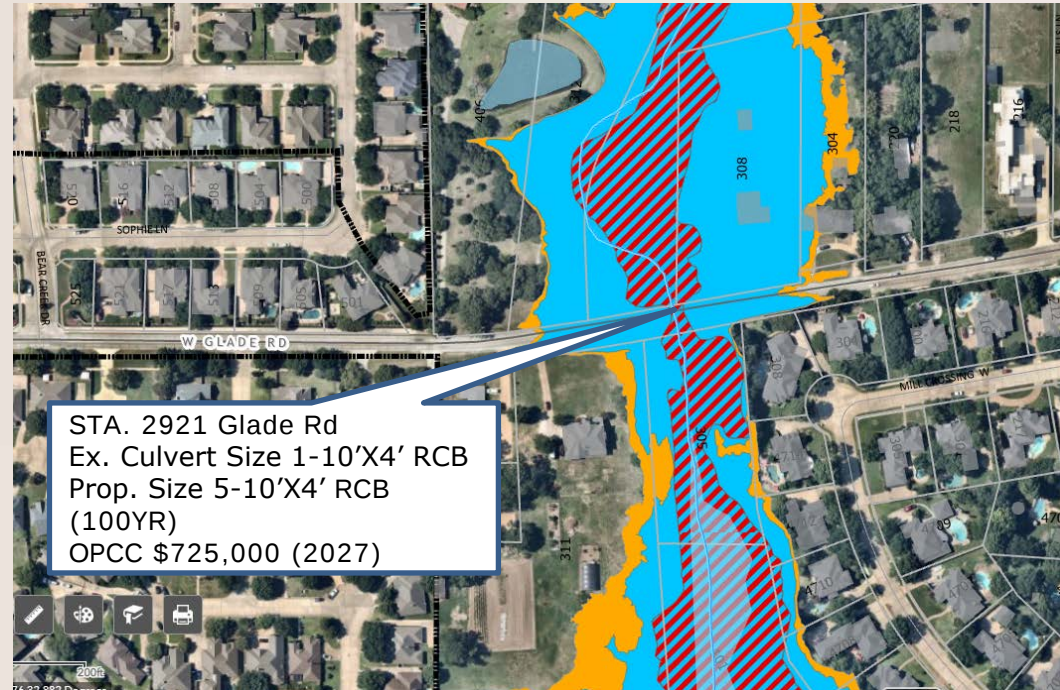


Year	Item	Description	FY27 Cost
	FY27 Beginning Balance		\$1,359,027
	Drainage Fee CIP Revenue		\$1,230,251
2027	Drainage Improvements Annual Allotment		(\$100,000)
2027	Tributary Little Bear 2 Crossing (Glade Rd)	Design & Construction 1 - 10'X4' RCB → 5 – 10'X4' RCB (100 yr) Station 2921	(\$725,000)
2027	Jackson Creek Crossing (Cheek-Sparger)	Design & Construction 1 – 7'X5' RCB → 2 – 7'X7' RCB (100 yr) Station 2653	(675,000)
	FY27 Total		(\$1,500,000)
	Remaining Balance		\$1,089,278

Tributary Little Bear 2 (Glade Rd) and Jackson Creek (Cheek Sparger Rd)



*Estimated amounts shown are the portion of the project to be funded by the Drainage Capital Fund



Year	Item	Description	FY28 Cost
	FY28 Beginning Balance		\$1,089,278
	Drainage Fee CIP Revenue		\$1,203,225
2028	Drainage Improvements Annual Allotment		(\$100,000)
2028	Bedford Rd Low Water Crossing at Little Bear Creek	Design 66' Bridge → 8 – 12'X10' RCB (100 yr) Station 40782.5	\$575,000
2028	Windmere Creek (Cheek-Sparger Road)	Design & Construction 3 – 48" RCP → 3 – 7'X4' RCB (100 yr) Station 1930	\$925,000
	FY28 Total		(\$1,600,000)
	Remaining Balance		\$692,503

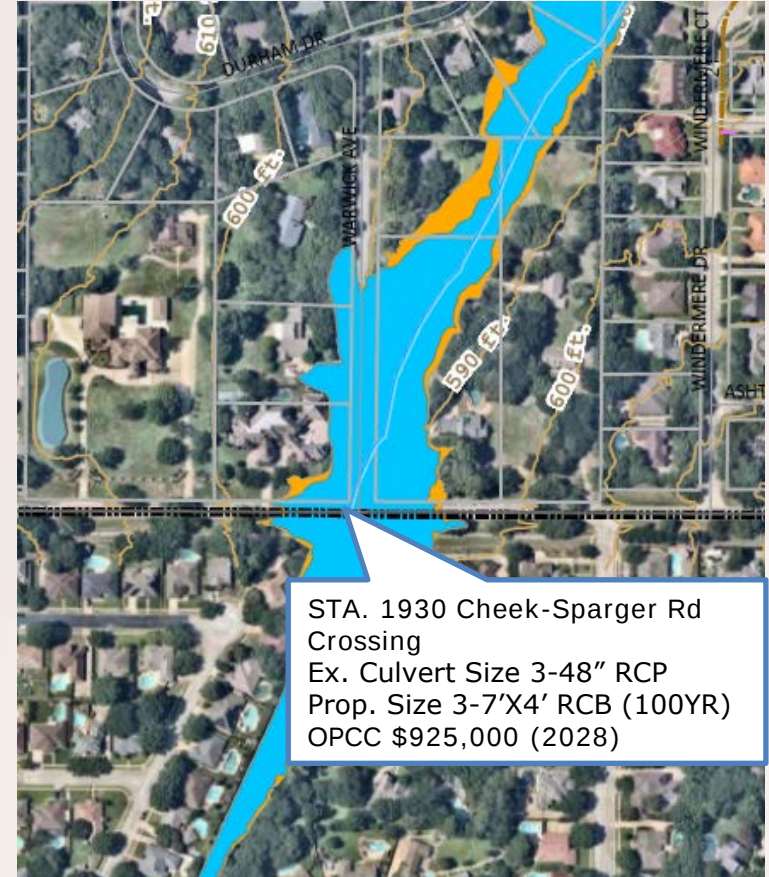
Bedford Road and Windmere Creek (Cheek-Sparger Rd)



*Estimated amounts shown are the portion of the project to be funded by the Drainage Capital Fund



STA. 40782.5 Bedford Rd Crossing
Ex. Size 66' Bridge
Prop. Size 8-12'X10' RCB (100YR)
Flood Plain width 1300'
Design \$75,000 (2028)
Seeking Grants for Construction
\$4,000,000+



STA. 1930 Cheek-Sparger Rd
Crossing
Ex. Culvert Size 3-48" RCP
Prop. Size 3-7'X4' RCB (100YR)
OPCC \$925,000 (2028)

Future Identified Projects



	Existing	Proposed		
Trib. Little Bear 1	3-78" RCP	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road	Funds to be provided by Grapevine \$950,000
Trib. Little Bear 1 (Coordinate with Grapevine)	3-72" RCP	4-8'x7' RCB (100yr)	Design - Willow Lane Residential Road. Backwater effect from downstream culvert. Would need to upsize downstream	\$ 250,000
Bransford	3-5'x4' RCB	3-10'x4' RCB (100yr)	Design & Construction, Glade Road Crossing	\$ 375,000
Trib. Little Bear 1 (Coordinate with Grapevine)	3-72" RCP	4-8'x7' RCB (100yr)	Construction - Willow Lane Residential Road Crossing	\$ 1,500,000
West White Chapel Creek	1-8'X3' RCB	3-8'X3' RCB (50 Year)	Design & Construction John McCain Road Major Collector	\$ 500,000
McCain Creek	2-42" RCP	3-4'x3' RCB (100yr)	Design & Construction John McCain Road Major Collector	\$ 600,000
East White Chapel Creek	1-9'X5' RCB	2-9'x5' RCB (100yr)	Design & Construction John McCain Road Major Collector	\$ 625,000
Jackson Creek	3-9'X5' RCB	5-9'x5' RCB (Total)	Design & Construction Sherwood Lane Residential Road	\$ 900,000
Meadow Creek	2-4'X2' RCB	4-6'x3' RCB (100yr)	Design & Construction Lavaca Trail (Asphalt) Minor Collector	\$ 800,000
Meadow Creek	1-60" RCP	4-10'x5' RCB (50yr)	Design & Construction Kirk Road Residential Connector	\$ 1,025,000
Thompson Terrace	2-9'X9' RCB	3-9'x9' RCB (100yr)	Design & Construction Thompson Terrace of crossing	\$ 1,725,000
				\$ 8,300,000

*Cost estimate is in FY29 dollars

Future Identified Projects Continued



	Existing	Proposed		
Green Meadow (Multi-Phase)			Design & Construction - Retaining wall system along Little Bear Creek to protect against erosion currently impacting existing residential structures	\$ 2,250,000
LD Lockett/Shelton			Design & Construction - Storm water conveyance system to convey water from LD Lockett to Pleasant Run Rd	\$ 675,000
Bransford Creek	2-30" RCP	3-6'x3' RCB (100yr)	Design & Construction Tennis Court Entrance	\$ 675,000
Bransford Creek	1-42" RCP	2-6'x3' RCB (10yr)	Design & Construction Lloyd Circle Residential Road (2 lane undivided)	\$ 625,000
Bransford Creek	2-36" RCP	3-8'x3' RCB (10yr)	Design & Construction Black Drive Residential Road (2 lane undivided)	\$ 375,000
Tributary Little Bear 1	6-10'X6' RCB	7-10'x6' RCB	Design & Construction Queensbury Way Residential Road (2 lane undivided)	\$ 750,000
Tributary Little Bear 1	3-72" RCP	3-7'x7' RCB (100yr)	Design & Construction Summertree Lane Residential Road (2 lane undivided)	\$ 825,000
Tributary Little Bear 2	3-36" RCP	3-54" (100yr)	Design & Construction Mustang Trail Residential Road (2 lane undivided)	\$ 675,000
Tributary Little Bear 8	1-24" RCP	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$ 425,000
Pecan Creek	1-60" RCP	6-6'x6' RCB (100yr)	Private Drive *Private drives not funded by City. Identified to assist citizens.	\$ 1,250,000
Chelsea Creek	3-8'X7' RCB	6-8'x7' RCB (100yr)	Private Drive *Private drives not funded by City. Identified to assist citizens.	\$ 1,100,000
				\$ 9,625,000

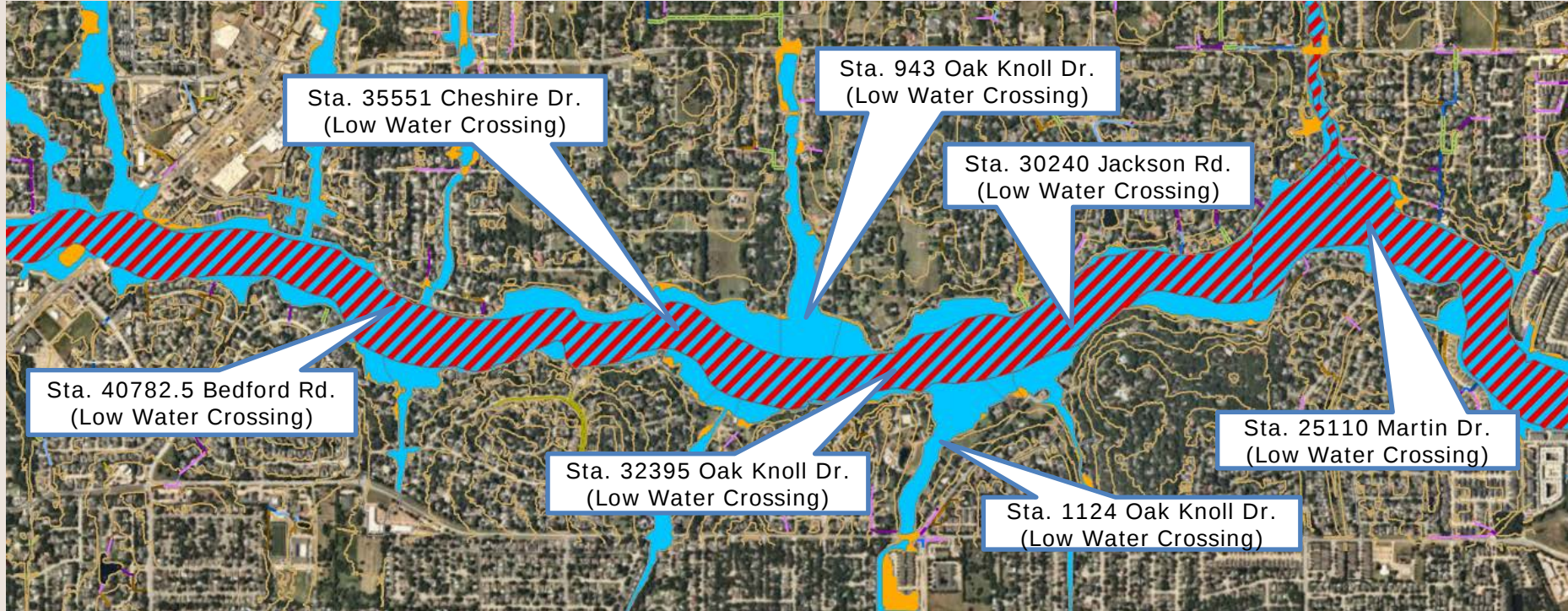
*Cost estimate is in FY29 dollars

Low Water Crossings



Year	Item	Description	Cost in FY23 Dollars
Future	Bedford Rd at Little Bear Creek	Construction 66' Bridge → 8 – 12'X10' RCB (100 yr) Station 40782.5	\$3,100,000
Future	Oak Knoll Drive at Oak Knoll Creek	Design & Construction 2 – 6' X 3' RCB → 6 – 7' X 7' RCB (100 yr) Station 1124	\$1,875,000
Future	Oak Knoll East at Little Bear Creek	Design & Construction 8 – 12' X 12' RCB (100 yr) Station 323945	\$4,000,000
Future	Oak Knoll West at Chelsea Creek	Design & Construction 5 – 12' X 4" RCB (100 yr) Station 943	\$4,000,000
Future	Cheshire at Little Bear Creek	Design & Construction 7 – 12' X 12' RCB (100 yr) Station 35551	\$4,000,000
Future	Martin at Little Bear Creek	Design & Construction 9 - 12' X 12' RCB (100 yr) Station 25110	\$6,000,000
	Jackson at Little Bear Creek	<i>No recommendation due to hydraulic constraints</i>	
*All creek crossings identified as high priority			\$22,975,000

Low Water Crossings



Drainage Fee Revenue Forecast										
FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31			
\$ 743,757.00	\$ 1,001,001.00	\$ 1,257,425.00	\$ 1,230,251.00	\$ 1,203,225.00	\$ 1,174,128.00	\$ 1,140,123.00	\$ 1,104,763.00			
Schedule Year	Name of Project/Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost	Revenue	Remaining Balance	
FY24	Beginning Balance									\$ 1,306,844
2024	Drainage Improvements Annual allotment						\$ 200,000			
2024	Water Project 11 Tinker Rd CONSTRUCTION					Drainage	\$ 300,000			
2024	Water Project 18 Pecan Park Estates Phase I CONSTRUCTION					Drainage	\$ 600,000			
2024 Total							\$ 1,100,000	\$ 743,757	\$ 950,601	
2025	Drainage Improvements Annual allotment						\$ 100,000			
2025	Water Project 18 Pecan Park Estates Phase II CONSTRUCTION						\$ 200,000			
2025	Wagonwheel and Chisolm DESIGN	High	NA	NA	NA	Neighborhood improvements consisting from internalizing surface flow from the neighborhood to Windswept Trail.	\$ 75,000			
2025	Bandit Improvements DESIGN	High	NA	NA	NA	Neighborhood improvements consisting from internalizing surface flow from Bandit Trail north to an existing pond.	\$ 100,000			
2025 Total							\$ 475,000	\$ 1,001,001	\$ 1,476,602	
2026	Drainage Improvements Annual allotment						\$ 100,000			
2026	Bandit Improvements CONSTRUCTION	High	NA	NA	NA	Neighborhood improvements consisting from internalizing surface flow from Bandit Trail north to an existing pond.	\$ 525,000			
2026	Wagonwheel and Chisolm CONSTRUCTION	High	NA	NA	NA	Neighborhood improvements consisting from internalizing surface flow from the neighborhood to Windswept Trail.	\$ 750,000			
2026 Total							\$ 1,375,000	\$ 1,257,425	\$1,359,027	
2027	Drainage Improvements Annual allotment						\$ 100,000			
2027	Tributary Little Bear 2 DESIGN & CONSTRUCTION	High	1-10'x4' RCB	2921	5-10'x4' RCB	Glade Road Minor Arterial	\$ 725,000			
2027	Jackson	High	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial Culvert Crossing, Design/Construction	\$ 675,000			
2027 Total							\$ 1,500,000	\$ 1,230,251	\$ 1,089,278	
2028	Drainage Improvements Annual allotment						\$ 100,000			
2028	BEDFORD RD LOW WATER CROSSING Little Bear Creek Design	High	66' Bridge	40782.5	8-12'x10' RCB (100yr)	Bedford Road Minor Collector	\$ 575,000			
2028	Windmere Creek DESIGN & CONSTRUCTION	High	3-48" RCP	1930	3-7'X4' RCB (100yr)	Cheek-Sparger Road Minor Arterial Culvert Crossing, Design/Construction	\$ 925,000			
2028 Total							\$ 1,600,000	\$ 1,203,225	\$ 692,503	
2024-2028 TOTAL							\$ 6,050,000			
			Existing		Proposed					
Future	Trib. Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road	Funds to be provided by Grapevine \$950,000			
Future	Trib. Little Bear 1 (Coordinate with Grapevine)	High	3-72" RCP	4451	4-8'x7' RCB (100yr)	Design - Willow Lane Residential Road. Backwater effect from downstream culvert. Would need to upsize downstream	\$ 250,000			
Future	Bransford	High	3-5'x4' RCB	1996	3-10'x4' RCB (100yr)	Design & Construction, Glade Road Crossing	\$ 375,000			
Future	Trib. Little Bear 1 (Coordinate with Grapevine)	High	3-72" RCP	4451	4-8'x7' RCB (100yr)	Construction - Willow Lane Residential Road Crossing	\$ 1,500,000			
Future	West White Chapel Creek	Medium-High	1-8'X3' RCB	1090	3-8'X3' RCB (50 Year)	Design & Construction John McCain Road Major Collector	\$ 500,000			
Future	McCain Creek	Medium	2-42" RCP	2563	3-4'x3' RCB (100yr)	Design & Construction John McCain Road Major Collector	\$ 600,000			
Future	East White Chapel Creek	Medium	1-9'X5' RCB	1302	2-9'x5' RCB (100yr)	Design & Construction John McCain Road Major Collector	\$ 625,000			
Future	Jackson Creek	Medium	3-9'X5' RCB	908	5-9'x5' RCB (Total)	Design & Construction Sherwood Lane Residential Road	\$ 900,000			

Schedule Year	Name of Project/Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost	Revenue	Remaining Balance
Future	Meadow Creek	Medium	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Design & Construction Lavaca Trail (Asphalt) Minor Collector	\$ 800,000		
Future	Meadow Creek	Medium to Low	1-60" RCP	3241	4-10'x5' RCB (50yr)	Design & Construction Kirk Road Residential Connector	\$ 1,025,000		
Future	Thompson Terrace	Medium	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Design & Construction Thompson Terrace of crossing	\$ 1,725,000		
Future	Green Meadow (Multi-Phase)					Design & Construction - Retaining wall system along Little Bear Creek to protect against erosion currently impacting existing residential structures	\$ 2,250,000		
Future	LD Lockett/Shelton					Design & Construction - Storm water conveyance system to convey water from LD Lockett to Pleasant Run Rd	\$ 675,000		
Future	Bransford Creek	Lower Priority	2-30" RCP	3291	3-6'x3' RCB (100yr)	Design & Construction Tennis Court Entrance	\$ 675,000		
Future	Bransford Creek	Lower Priority	1-42" RCP	2831	2-6'x3' RCB (10yr)	Design & Construction Lloyd Circle Residential Road (2 lane undivided)	\$ 625,000		
Future	Bransford Creek	Lower Priority	2-36" RCP	1005	3-8'x3' RCB (10yr)	Design & Construction Black Drive Residential Road (2 lane undivided)	\$ 375,000		
Future	Tributary Little Bear 1	Medium	6-10'X6' RCB	959	7-10'x6' RCB	Design & Construction Queensbury Way Residential Road (2 lane undivided)	\$ 750,000		
Future	Tributary Little Bear 1	Medium	3-72" RCP	5591	3-7'x7' RCB (100yr)	Design & Construction Summertree Lane Residential Road (2 lane undivided)	\$ 825,000		
Future	Tributary Little Bear 2	Lower-Medium	3-36" RCP	12083	3-54" (100yr)	Design & Construction Mustang Trail Residential Road (2 lane undivided)	\$ 675,000		
Future	Tributary Little Bear 8	Lower Priority	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$ 425,000		
	Pecan Creek	Lower Priority	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive *Private drives not funded by City. Identified to assist citizens.	\$ 1,250,000		
	Chelsea Creek	Lower Priority	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive *Private drives not funded by City. Identified to assist citizens.	\$ 1,100,000		
Future	BEDFORD RD LOW WATER CROSSING Little Bear Creek Phase 1	High	66' Bridge	40783	8-12'x10' RCB (100yr)	Bedford Road Minor Collector	\$ 1,550,000		
Future	BEDFORD RD LOW WATER CROSSING Little Bear Creek Phase 2	High	66' Bridge	40783	8-12'x10' RCB (100yr)	Bedford Road Minor Collector	\$ 1,550,000		
Futute	Oak Knoll Drive DESIGN	High	2-6'X3' RCB	1124	6-7'x7' RCB (100yr)	Oak Knoll Drive Residential Road	\$ 250,000		
Future	Oak Knoll Creek Phase I CONSTRUCTION	High	2-6'X3' RCB	1124	6-7'x7' RCB (100yr)	Oak Knoll Drive Residential Road	\$ 812,500		
Future	Oak Knoll Creek Phase II CONSTRUCTION	High	2-6'X3' RCB	1124	6-7'x7' RCB (100yr)	Oak Knoll Drive Residential Road	\$ 812,500		
Future	Oak Knoll East			32412.5	8 - 12' X 12'	Oak Knoll East- Little Bear Creek	\$ 4,000,000		
Future	Oak Knoll West Low Water Crossing			943	5 - 12' X 4'	Oak Knoll West - Chelsea	\$ 4,000,000		
Future	Cheshire			3551	7 - 12' X 12'	Cheshire - Little Bear Creek	\$ 4,000,000		
Future	Martin			25110	9 - 12' X 12'	Martin - Little Bear Creek	\$ 6,000,000		
Future	Jackson - No recommendation was provided, hydraulic constraints			30240	-	Jackson - Little Bear Creek	\$ -		
	*All creek crossings are identified as high priority								



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 8/15/2023

Type Worksession

Department City Manager

Title

Presentation and discussion regarding development of the Northern Gateway

Explanation

This item provides for staff to discuss the development of the Northern Gateway.

Attachments

1. Northern Gateway Property Development Proposal

NORTHERN GATEWAY PROPERTY DEVELOPMENT PROPOSAL

City Council Worksession

August 15, 2023

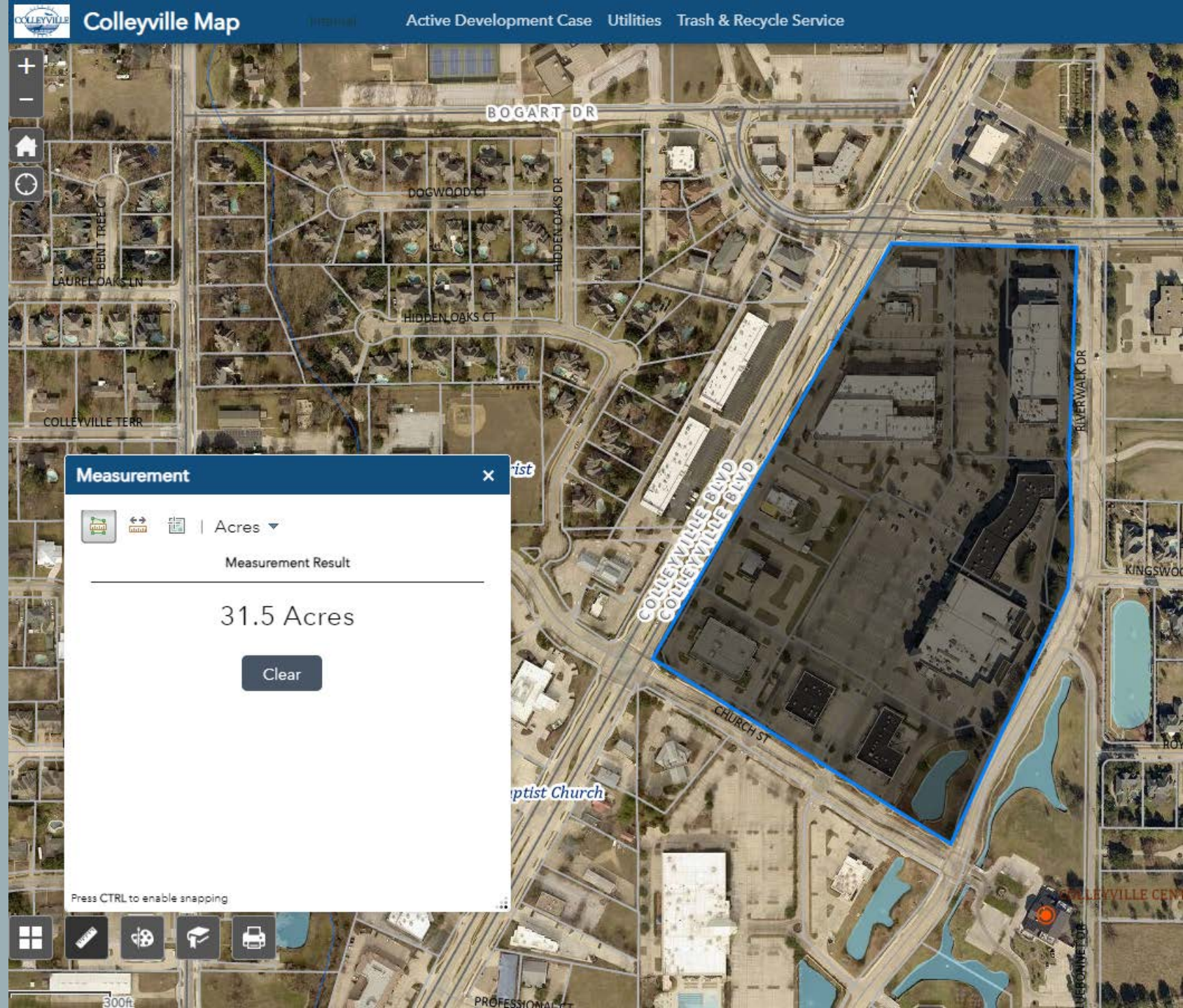
Site Details

- 37 acres
- SWC John McCain/SH26
- ~1,350 feet SH26 frontage
- Current Zoning CC-2 and ML
- Two transactions in 2020
- Total purchase price - \$8.4M
- Total appraisal value - \$9.2M



For Comparison

- Town Center Colleyville (Market Street center) including all out-lots
- 31.5 acres
- Similar SH26 frontage
- Similar depth



DEVELOPMENT PROPOSAL

- Staff has worked with Harvest MXD on a development proposal
- Goal - understand the market viability and suitability of the property and, if viable and suitable, solicit proposals from the development community
- Proposal broken out by milestones
 - Strategic planning and marketing materials - \$30,000
 - Solicitation of initial proposals / proposal analysis / solicitation of formal proposals - \$150,000
 - Formal proposal evaluation / selection of master developer - \$50,000
 - Contract negotiation and execution - \$25,000
- Project can stop at any milestone

DISCUSSION AND QUESTIONS



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 8/15/2023

Type Worksession

Department City Manager

Title

Discussion of median tree lighting

Explanation

This agenda item provides for a discussion of additional Christmas lights on SH26.

Attachments

1. Median Tree Lights Presentation



Christmas Lights!

City Council Worksession

August 15, 2023

Garland & Light Wrapped Poles



Consideration for 2023

2022

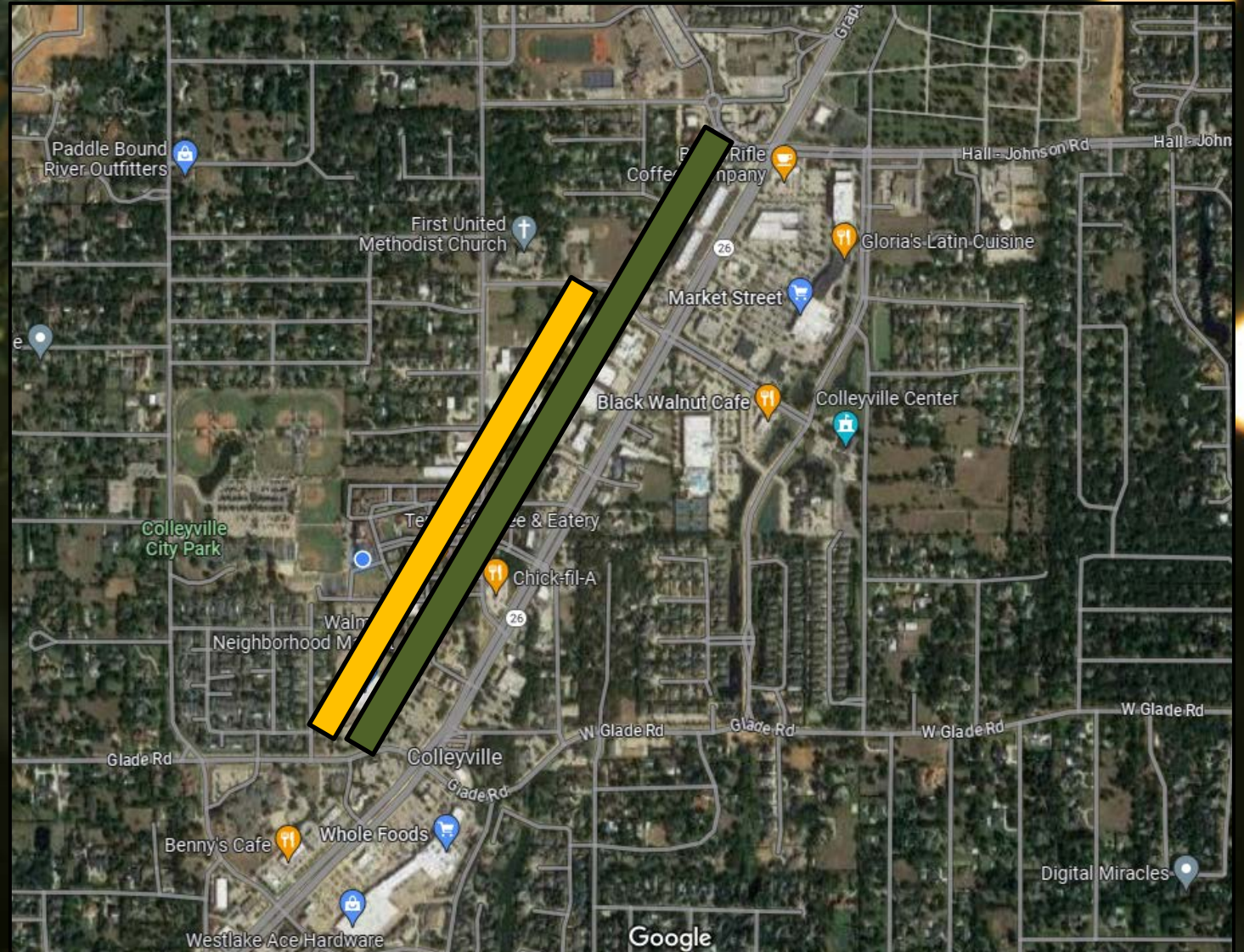


- Added garland and light wrapped poles from Glade to Hall Johnson

2023



- Add lights to wrap median trees? (Approx. \$40K)
- Currently the medians from Glade to Church have power





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 8/15/2023

Type Worksession

Department City Manager

Title

Recreation Center update

Explanation

This item provides for a staff update on the Recreation Center since the March 7, 2023 presentation. This presentation will include construction updates and gym design options.

Attachments

1. Recreation Center Update Presentation

Recreation Center Update

City Council Worksession
August 15, 2023

Timeline



- November 2022 – Professional Services Agreement with Brinkley Sargent Wiginton Architect (BSW) provided an assessment of the current building (roof, mechanical, engineering, plumbing, and accessibility).
- December 8, 2022 – Closed on the future Recreation Center
- March 2023 – Professional Services Agreement with BSW for the design and construction administration services for the Recreation Center Renovation Project
- July 2023 – Began construction on administrative offices (in-house team)
- September 2023 – Roof goes out for bid
- October 2023 – Conversion of worship space to gym goes out for bid
- December 2023 – Construction on new gym begins
- Summer 2024 – Recreation Center opens



Phase I



Construction Elements:

- Repair / replace roof
- Renovate the interior to provide a full-size gym
- House all of the recreation programming from youth to adults
- Renovate space to provide administrative offices and control desks (in-house)
- Install a wrought iron fence with stone columns along Glade Road (southern aspect of open space)
- Install signage at corner of Glade & Roberts and on building
- Landscape improvements throughout the exterior of the facility

Operational Elements:

- Staffing the facility
- Policies and procedures
- Programming

Park Board:

- Met in July to begin planning for future expansion/amenities
- Plan to discuss with Council in October/possible future joint work session

Summer 2023:

- Rec programming is already utilizing the building with camps and classes this summer

Administrative Offices



Gym Design Option 1



Gym Design Option 2



Gym Design Option 3



Gym Design Options



Questions and Discussion



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-5

Agenda Date 8/15/2023

Type Worksession

Department City Secretary

Title

Discussion of the August 15, 2023, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1
Type Executive Session
Department City Secretary

Agenda Date 8/15/2023

Title

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 551.087 – 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-23-4867

A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF AUGUST 15, 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 15TH DAY OF AUGUST 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

RESOLUTION R-23-4868

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF AUGUST 15, 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
August 1, 2023
 - b. Adoption of the Storm Drainage Master Plan
 - c. Approval of an Interlocal Agreement between the City of
Colleyville and the Grapevine Colleyville Independent School
District for School Resource Officers

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 15TH DAY OF AUGUST
2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE
CITY COUNCIL MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, AUGUST 1, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, August 1, 2023, at 5:05 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Assistant Fire Chief Tim Folden, Fire Battalion Chief Jeremy Lewis, Community Development Director Ben Bryner, Environmental Compliance Officer Randy Bright, Public Works Director Amber Beard, Community Engagement and Economic Development Manager Chelsea Rose, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

Before the presentation on the certified tax roll and FY24 budget, Mayor Lindamood offered comments on the City Council's goals and objectives and the revenue needs of the City.

WS-1 Presentation of the 2023 certified tax roll

Finance Director Kyle Lester provided an overview of the 2023 certified tax roll which before moving on to the proposed FY24 budget presentation.

WS-2 Presentation of the proposed FY24 budget

Finance Director Kyle Lester presented the proposed FY24 budget and provided an overview of the accomplishments of previous budgets. Director Lester reviewed property values, the proposed tax rate, a years to year tax bill comparison, and proposed revenues and expenditures by fund. He concluded by reviewing the calendar dates the budget and tax adoption ordinances will come before the City Council.

WS-3 Discussion of the City's Integrated Mosquito Program

City Engineer Larry Wright presented this item noting staff is recommending updates to the program based on community, county, and expert recommendations. He noted the primary change would be to remove language regarding utilization of the BG Sentinel traps for the trapping of Aedes species at

two static sites weekly and explained the Center for Disease stated the last reported cases of a local Zika (Aedes species) transmission by mosquitos in the United States was 2016-2017. Engineer Wright stated staff also suggests updating the medium risk level response action to include adulticide application where a virus has been detected at any test site on two separate occasions. He also noted there is an item on the consent agenda to approve the changes.

WS-4 Discussion of School Resource Officer funding

Assistant City Manager Adrienne Lothery presented this item by providing the background on the funding by the City of Colleyville and GCISD for providing three Colleyville School Resource Officers at Colleyville Heritage High School and Colleyville and Heritage Middle Schools. She noted Colleyville approved the funding and hire of six new SRO positions last year in the CCCPD budget, prior to any state requirements. Grapevine is adding SROs this year to provide one per campus, and the funding for all new SROs will be 100% funded by GCISD.

Manager Lothery noted there are three options for funding the Colleyville SROs which City Council could consider: No increase to GCISD costs for 2023-2024 as the district budget has already been adopted; pass through all state funding for SROs at Colleyville campuses, or phase-in the transition from City funding to GCISD funding for remaining costs.

Following discussion, City Council stated the City will accept the state pass through for this year and continue further negotiations with GCISD.

WS-5 Discussion of Household Hazardous Waste (HHW) disposal options

Assistant City Manager Adrienne Lothery presented this item and explained Colleyville has had a contract with the Fort Worth Environmental Collection Center for many years, which provided for citizens to drop off household hazardous waste at their facility for safe disposal. The City has been notified of a price increase from \$50 per vehicle to \$95 per vehicle. Manager Lothery noted the City's contract with CWD provides for the collection of both household hazardous and electronic waste at door side, once per month and the current \$0.74 fee is an included charge on the utility bill, regardless of utilization frequency or amount.

The City Council directed staff to move forward with educating the public on how to use the CWD service and not renew the contract with the Fort Worth Environmental Collection Center.

WS-6 Discussion of the August 1, 2023, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession and called the Executive Session to order at 6:30 p.m.

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 551.087 – 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 6:58 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:03 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

INVOCATION: Nathan Aviles, Bethel Methodist
PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4862

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.

Mayor Lindamood stated the City is in the final stages of the budget and discussed the City Council's goals and objectives and the revenue needs of the City.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4863

4a Approval of the minutes of the regular City Council meeting of July 18, 2023

4b Approval of an agreement with Data Transfer Solutions, LLC to perform a Pavement Condition Assessment, through the HGACBuy Cooperative in an amount not to exceed \$56,380.00, and authorizing the City Manager to execute the agreement

4c Approval of an updated Integrated Mosquito Management Program

Mayor Lindamood read Resolution R-23-4863 in its entirety.

Public Works Director Amber Beard presented item 4b. which will provide for a pavement condition assessment and Pavement Condition Index (PCI) for every public street in the City.

In answer to questions by the City Council, Director Beard stated all streets in the City will be assessed, but bridges are not.

City Engineer Larry Wright presented item 4c. which provides for staff initiated changes to the Mosquito Management Program which was discussed in the Worksession.

In answer to questions by the City Council, Engineer Wright stated there is no standing contract with a vendor for fogging and there is a negligible effect to the budget.

Mayor Lindamood opened and closed the public hearing without speakers.

Councilmember Graves made a motion to approve Resolution R-23-4863, seconded by Mayor Pro Tem Rigney.

The motion was approved by the following vote:

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

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

5a Ordinance O-23-2246

Approval of the Fiscal Year 2024 Colleyville Crime Control and Prevention District budget

Mayor Lindamood read the caption of Ordinance O-23-2246.

Police Chief Michael Miller noted this will be the fourth time City Council has heard this presentation and he will try to keep it brief. Chief Miller reviewed the history of the CCCPD, provided updates on initiatives from previous fiscal years which included funding for the addition of six School Resource Officers (SROs), the CAD/RMS System replacement, CALEA Accreditation, mobile field force training and Justice Center security enhancement.

Chief Miller reviewed the FY2024 budget noting there is only one new funding request, for an enhanced health screening program for officers. He stated the life expectancy of police officers is 21.9 years less than the civilian population and the budget request of an additional \$27,350 per year would provide for specifically tailored assessments for first responders.

Chief Miller concluded the presentation by reviewing the ongoing initiatives provided for in the FY24 and thanking the City Council and City Administration for the support provided to the department.

Mayor Lindamood opened and closed the public hearing without speakers.

Mayor Pro Tem Rigney made a motion to approve Ordinance O-23-2246, seconded by Councilmember Kelley.

The motion was approved by the following vote:

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

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

6a Ordinance O-23-2247

Consideration of a change in zoning from CC-1 Village Retail district to PUD-C Planned Unit Development – Commercial district on Lot 1, Block

1, of the Tutun Addition and a portion of Lot 1, Block 1, Bokju Family Addition, located at 5311 and 5309 Colleyville Boulevard, Case ZC23-014

Mayor Lindamood read the caption of Ordinance O-23-2247.

Community Development Director Ben Bryner presented this zoning request which would allow for PUD-C with three deviations from the Land Development Code.

The City Council discussed the non-conforming sign, enhanced landscaping along the Colleyville Boulevard frontage, and wood fencing between adjacent uses.

Gerald Ward, architect, and Jim Connally, owner, were present to answer questions of the City Council. Mr. Ward stated the wood fencing would be put in place and the parking area would have to be reworked to provide for the landscaping.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading, therefore, no action was taken.

6b Ordinance O-23-2248

Amending Chapter 98, Article IV, Section 98-104 of the Colleyville Code of Ordinances, "Schedule of Drainage Charges"

Mayor Lindamood read the caption of Ordinance O-23-2248.

Public Works Director Amber Beard presented this item and noted at the July 18, 2023 City Council Worksession, staff reviewed the Stormwater Master Plan, which included the drainage fee summary for the next three years. At the direction of the City Council, this ordinance authorizes an overall increase to the fee for the next three years. Director Beard noted there has been no increase to the drainage fee for 18 years.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading, therefore, no action was taken.

6c Ordinance O-23-2249

An ordinance granting a franchise to Atmos Energy Corporation, Mid-Tex Division, for a term of twenty (20) years beginning January 1, 2024, to allow Atmos to provide gas utility services within the City of Colleyville, and providing for a franchise fee for use of the City's Rights-of-Way

Assistant City Manager Adrienne Lothery presented this item which provides for a 20-year franchise agreement with Atmos Energy.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading, therefore, no action was taken.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-23-4864

Consideration of a minor plat with a plat waiver for lot size and lot width on Tract 6B01F, Abstract 328, of the Cotrail Simon Survey, located at 4704 Behrens Road, Case PC23-004

Mayor Lindamood read Resolution R-23-4864 in its entirety.

Community Development Director Ben Bryner presented this item noting there are two waivers requested for lot size and width. Director Bryner stated it is because of the requested waivers the item is being brought to City Council, when they usually do not see minor plats.

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

Present but not wishing to speak in support of this item were W.S. and Sarah Huggins, 4707 Behrens Road.

Councilmember Elder made a motion to approve Resolution R-23-4864, seconded by Councilmember Bond.

The motion was approved by the following vote:

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

7b Resolution R-23-4865

Denial of Oncor Electric Delivery Company LLC's application for approval of a Distribution Cost Recovery Factor (DCRF) seeking to increase electric distribution rates within the City

Mayor Lindamood read Resolution R-23-4865 in its entirety.

Assistant City Manager Adrienne Lothery presented this item which provides for the City to deny Oncor's request to increase rates within the City of Colleyville.

Mayor Lindamood opened and closed the public hearing without speakers.

Councilmember Graves made a motion to approve Resolution R-23-4865, seconded by Councilmember Elder.

The motion was approved by the following vote:

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

8. CITIZEN COMMENTS

Larry Abbott, 1712 Arthur Drive, spoke regarding removing a tree from his property.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, AUGUST 1, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4866

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 8:34 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF AUGUST 2023.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b
Type Resolution
Department Engineering

Agenda Date 8/15/2023

Number

Title

Adoption of the Drainage Master Plan

Explanation

Reading and Public Hearing

The City entered into a Professional Services Agreement with Kimley-Horn and Associates, Inc. on July 17, 2018, to develop a Drainage Master Plan. To ensure the plan is as comprehensive and complete as possible, two public meetings were held on January 30, 2019 and October 3, 2019. Topics of discussion included an overview of the study area and defined 'flooding' to distinguish between public and private storm water drainage issues; results of the major culvert crossings, maintenance evaluation, and feedback from the community.

The initial phase of the study included the review of the existing drainage system conditions, which included the evaluation of over 130 roadway crossings, neighborhood evaluations, and six low water crossings.

Kimley-Horn applied a prioritization matrix and ranking criteria to the projects to develop a comprehensive overall project prioritization listing. The project list includes the major culvert crossings evaluation of (public, non-bridge structures) neighborhoods, low water crossings, and erosion control projects. The project list does not include maintenance activities.

Staff recommends the adoption of the Drainage Master Plan as the plan will guide the City in drainage project development and execution.

The Drainage Master Plan can be found at the following link:
<https://colleyville.files.com/f/1a7e4c0ac85122d5>.

Financial Impact

As projects are identified, the funding source will be the Drainage Capital Projects fund.

Recommendation

Approve

Attachments

1. City of Colleyville Drainage Master Plan Link

City of Colleyville Drainage Master Plan

<https://colleyville.files.com/f/1a7e4c0ac85122d5>



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 8/15/2023

Number

Type Resolution

Department Police

Title

Approval of an Interlocal Agreement between the City of Colleyville and the Grapevine Colleyville Independent School District for School Resource Officers

Explanation

Reading and Public Hearing

The attached Interlocal Agreement between the City and GCISD for School Resource Officers is a one year, automatically renewing agreement drafted by the City's attorney, Police Department, and City Office. The ILA states the Colleyville Police Department will assign SRO's to every GCISD campus and GCISD will provide office space, furniture, and school radios. There will be no increase to GCISD costs for 2023-2024 as the GCISD budget is already adopted.

The ILA provides the training requirements and duties of SRO's, the role of the SRO supervisors, performance feedback, work hours, etc. and codifies previously agreed to funding for the middle school SRO's in the amount of \$132,660 for this fiscal year, while requesting any funding received by GCISD, specifically for SRO funding, to be passed along to the City.

This ILA has been approved by GCISD and will become effective upon City Council approval.

Recommendation

Approve

Attachments

1. ILA City and GCISD - SRO's Presentation
2. Interlocal Agreement City-GCISD for SROs

4c. Interlocal Agreement with GCISD



- One (1) year, automatically renewing, agreement drafted by Colleyville City Attorney, Police Department, and City Manager's Office.
- CPD will assign SRO's to every GCISD campus and GCISD will provide office space, furniture, and school radios.
- No increase to GCISD costs for 2023-2024; District budget is already adopted.
- The agreement lays out the training requirements, duties of SRO's, the role of the SRO supervisors, performance feedback, work hours, etc.
- It codifies previously agreed to funding for the Middle School SROs in the amount of \$132,660 for this FY and requests any funding received by the District, specifically for SRO funding, to be passed along to the City.
- Future year transition funding options will be discussed in follow-up conversations.

STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Colleyville, Texas (“CITY”) and Grapevine-Colleyville Independent School District (“DISTRICT”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services, and

WHEREAS, the CITY and the DISTRICT desire to enter into an agreement for the purpose of providing police services to DISTRICT by CITY, as hereinafter set out in the body of this agreement,

NOW, THEREFORE, CITY and DISTRICT do hereby contract, agree, and covenant for good and valuable consideration the mutual promises and agreements made in the body of this agreement, as follows:

I. TERM; EARLY TERMINATION

A. The initial term of this Agreement shall commence on August 1, 2023, and ending July 31, 2024. It shall thereafter automatically renew annually for additional one-year terms unless either party shall request termination at least thirty (30) days in advance of the end of the term, in writing to the other party.

B. Either Party may terminate the Agreement for convenience with sixty (60) days’ written notice to the other Party. In the event the agreement is terminated prior to the end of the

term year, the compensation provided in section IX shall be prorated to the date of termination.

II. AGREEMENT FOR SCHOOL RESOURCE OFFICERS

CITY agrees to assign police officers to serve as School Resource Officers (“SRO”) at all DISTRICT campuses within the city limits of Colleyville. While nothing in this agreement shall require the CITY to provide continuous police presence at each school campus during every school day, and while the parties recognize that the SROs may need to be away from their designated campus for court appearances, administrative duties, arrest processing, paid-time off or other official duties as determined solely by the Chief of Police, it is the intent of the parties that the SROs will use their best efforts to be on their designated campuses school days during each school year. The CITY also agrees to use its best efforts to schedule training for the SROs on days and hours outside of regular session school day and to ensure coverage when vacancies arise. DISTRICT shall notify the CITY no less than thirty (30) before the beginning of the summer school session if any of the Colleyville school locations will be used for the summer session during that applicable term.

III. TRAINING AND EQUIPMENT

A. CITY shall provide all training and certifications required for the SROs to maintain their qualification as a certified peace officers, State-required and Basic SRO training, a police vehicle, and other police equipment including communication equipment necessary to allow each SRO to communicate with the CITY’S Police Department and other officers.

B. As determined jointly by representatives from the DISTRICT and the CITY, additional training to be provided by the DISTRICT, may include school values and mission; child and adolescent development; cultural competency; positive behavioral supports, strategies, and interventions; federal and state anti-discrimination and special education laws; the provisions of Texas law pertaining to the use of seclusion and restraint by school personnel; trauma informed practices; de-escalation techniques; compulsory attendance; suicide prevention; and school mental health.

C. DISTRICT shall provide all SROs with suitable office space, basic office furniture, a telephone, a DISTRICT e-mail address, and a DISTRICT radio. The SRO will be required to sign and comply with the DISTRICT Acceptable Use Agreement signed by all personnel regarding the use of the DISTRICT computer networks and internet access. As a user of the DISTRICT's network, each SRO will be required to complete the annual State-required online training related to cybersecurity topics, or provide proof of completion of said training through the CITY.

IV. DUTIES OF SCHOOL RESOURCE OFFICERS

A. The primary function of the SRO shall be to protect the safety of students and faculty, provide campus security, investigate criminal offenses, and plan and participate in law enforcement operations designed to prevent juvenile delinquency. Nothing contained herein shall restrict an SRO's method of response during investigations of criminal activity or response to behavior that violates criminal laws or threatens the safety of a student or others.

B. Specific Duties:

1. Checking and confirming that access points to the school grounds are locked during the school day and assisting in limiting access to the school grounds to authorized persons only. The parties understand that all cameras, doors, and locks shall be maintained by the DISTRICT;
2. Providing police protection of school property, personnel, and students. The parties understand that the SROs shall not be held responsible for securing school property or any damage to school property;
3. Patrolling school property during school hours;;
4. Answering calls for assistance from school officials;
5. Investigating, detecting, and enforcing State and local criminal laws at DISTRICT campuses and facilities and student-related criminal activity off DISTRICT property, and serving as the liaison between the DISTRICT and the Police Department and other agencies of the juvenile justice system as determined by the Chief of Police, or their designee;
6. Making and preparing reports and documentation on criminal activities;

7. Making court appearances as necessary, related to events occurring within the officers' jurisdiction as addressed herein;
8. Answering calls and assisting with the facilitation of dispute resolution between students, students and school authorities, and parents and school authorities;
9. Being available as a resource person to lead a discussion or offer information on topics on which the officer has special competence due to law enforcement training;
10. Providing a high visibility crime deterrent on school property in order to effectively promote security and order in the schools;
11. Attending and assisting with school assemblies and special events during school hours (or at other times approved by the SRO Supervisor), when requested and available;
12. While on duty, assisting with traffic control and direction at assigned campuses. If traffic control and direction are needed during times the assigned SRO is off-duty or unavailable, the DISTRICT will notify the assigned SRO of the dates and times when such assistance is needed. The SRO shall contact the individual assigned at the CITY's Police Department to arrange for an officer to perform the traffic control and direction;
13. Being available to respond to a specific location upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law.
14. Attending meetings as requested by the DISTRICT and approved by the Chief of Police, or their designee; and
15. Completing other duties as requested by the DISTRICT and agreed upon by the Chief of Police, or their designee.

C. Specific limitations:

1. SROs may assist with, but shall not be specifically assigned to perform lunchroom duties, hall monitoring, bus duties, parking lot monitoring, or

any other duties which would restrict an officer's ability to investigate or respond to threats to the school or criminal activity.

2. SROs will not enforce school rules, but may assist teachers and administrators on the designated campuses or on other DISTRICT properties in connection with the DISTRICT'S investigation of student discipline matters. SROs will not administer discipline under the DISTRICT'S Student Code of Conduct.
3. When School Administrators discuss school disciplinary matters with students or parents, SROs may be requested to preserve the peace. While in that capacity, a School Resource Officer will not intervene unless a criminal violation is identified or observed, or if, in the SRO's reasonable discretion, intervention is necessary to maintain the safety of those present.
4. Any disputes regarding assigned duties and responsibilities will be resolved between the District's Director of Emergency Management & School Security ("Director"), principal and the SRO's supervisor. Should an agreement not be reached, the dispute will be resolved between the Superintendent of the DISTRICT or Designee and the CITY'S Chief of Police or Designee.

V. CONFIDENTIALITY

A. In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and will not use education records (as that phrase is defined in DISTRICT policy FL(Legal) and FERPA) or the information contained therein in connection with their police activities and duties without first obtaining the consents or authorizations required by FERPA. Copies of the DISTRICT policies FL(Legal) and FL(Local) are attached hereto as Exhibits A and B, respectively.

B. The DISTRICT designates the SRO a "school official" as provided in FERPA, and

complimentary provision of the Texas Statutes. An SRO may be provided access to student records information maintained by the school district only as needed by the SRO to perform his or her duties as SRO. An SRO may also be granted access to student records information in the event of an emergency situation threatening the health and safety of a student or other individual. The SRO may only re-disclose student records information consistent with FERPA and Texas pupil records law.

C. Records created and maintained by a SRO for the purpose of ensuring the safety and security of persons or property in the school, district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by the SRO. (This provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by the SRO as specified in the Texas Statutes.)

VI. SCHOOL RESOURCE OFFICER DIRECTION AND SUPERVISION

A. Operational Supervision. The day-to-day operation and administrative control of the SRO will be the responsibility of the CITY's Police Department. The City's Chief of Police, or his/her designee, (hereinafter the "Chief") may meet and confer with designated DISTRICT personnel from time-to-time to establish mutually agreeable operational policies for the SRO; provided, nothing in this Agreement shall affect the right and responsibility of the Chief to assign, reassign, replace, discipline or otherwise supervise the activities of any individual SRO. While the parties understand that continued assignment at a specific campus will be subject to maintaining a satisfactory working relationship with the DISTRICT administration and campus administration, nothing in this Agreement shall require the CITY to provide continuous twenty-four (24) hour police presence on any particular DISTRICT facility nor shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours. The SROs will at all times remain responsible for carrying out all duties and responsibilities of a certified peace police officer for the State of Texas, and remain under the primary control and supervision of the CITY's Police Department.

B. SRO Supervision. Each SRO is assigned to an SRO Supervisor within the CITY's Police Department. The SRO Supervisor's responsibilities will generally include, without limitation, the following:

1. Serve as the liaison between DISTRICT administrative personnel and the CITY's Police Department;
2. Manage scheduling and work hours of the SROs, including all regular scheduling duties such as requests for leave, modifications to work schedules, extra assignments and overtime requests;
3. Review and approval of reports written by the SROs for school-related criminal offenses;
4. Manage all SRO conduct and/or disciplinary matters concerning violation of the Department's General Orders, policies, rules, regulations and/or directives. SRO Supervisors may request that the DISTRICT's Director and principal of the school provide formative and summative feedback to the SRO Supervisor to assist in evaluations
5. Engage and/or coordinate official law enforcement action on any criminal matter when appropriate.

C. Requests from DISTRICT. The principal may request specific assistance from SROs, and SROs shall endeavor to provide such assistance, except to the extent this agreement excludes such matters from the duties of SROs, or the SRO believes such request is contrary to law or principles of good judgment; and further, provided that no specific assignments can be made that would interfere with the officer's primary law enforcement, investigation, and security responsibilities. The principal or his/her designated representative and the District's Director shall be notified by the assigned SRO of all custodial arrests or detentions that occur on the principal's campus. While SROs assist school officials as outlined in this agreement, they are first, and foremost, police officers and employees of the CITY of Colleyville.

VII. SCHOOL RESOURCE OFFICER PERFORMANCE

If the Director or a principal is not satisfied with the performance of the SRO assigned to his/her school, or has a concern regarding a specific incident, the principal should immediately contact the SRO Supervisor. The SRO Supervisor will handle the inquiry or complaint per the CITY Police Department's adopted policies. The DISTRICT will have no authority to discipline an SRO, or to take any other action other than to express concerns to the SRO Supervisor. All issues of discipline, termination, or transfer of an SRO shall remain the exclusive province of the CITY. The Superintendent and the Chief of Police or their designated representatives are authorized to establish and modify rules and procedures concerning the SRO's duties and schedule so long as they both agree on such changes in writing.

VIII. SCHOOL RESOURCE OFFICER WORK HOURS

CITY shall assign SROs to work primarily during the school day. Specific work hours will be mutually agreed upon by the Director and campus school principal and SRO Supervisor.

IX. REMUNERATION FOR SERVICES

A. For the term of this Agreement, the DISTRICT and the CITY agree that the CITY will provide SROs to the DISTRICT for the following schools:

1. Colleyville Heritage High School
2. Bridges / VISTA
3. Bransford Elementary School
4. Colleyville Elementary School
5. O.C. Taylor Elementary School
6. Glen Hope Elementary School
7. Colleyville Middle School
8. Heritage Middle School

B. The DISTRICT agrees to pay the amount of \$132,660.00 to the CITY for the SROS

for Colleyville Middle School and Heritage Middle School no later than May 31, 2024.

C. In addition to the funds to be paid to the CITY as set forth in section B herein, it is the intent of the Parties that any amounts received by the DISTRICT from the Texas Education Agency (“TEA”) for SROs (school safety allotment) or any other grant funding sources for the SRO Program for the schools listed in Section A herein shall be passed on to the CITY. Therefore, DISTRICT shall notify the CITY in writing upon receipt of any TEA allotment for SROs listed in Section A herein and shall pay CITY within thirty (30) days of receipt of said amounts received the TEA. DISTRICT shall notify CITY in writing in the event that DISTRICT does not receive the school safety allotment.

D. No later than ninety (90) days before the end of the first term of this Agreement, the Parties shall review the current payment allocations and the CITY’s projected budget for SRO personnel costs, and determine mutually-acceptable cost allocations and funding opportunities for future terms of this Agreement. Any mutually agreed cost allocations for funding subsequent terms of this Agreement shall be memorialized by written amendment to this Agreement approved by the City Council for the CITY and the DISTRICT’s Board of Trustees.

X. REMUNERATION FOR SERVICES – OFF-DUTY HOURS

The Director or a Principal may request the SRO to work after-school, evening, or weekend events for purposes of security. DISTRICT will provide reasonable notice to the SRO of any requests to work after-school, evening, or weekend events. In the event the SRO is not available to work an after-school event, another CITY Officer will be provided. Officers will be directly compensated by the DISTRICT or affiliated organization, a minimum of three (3) hours at the off-duty rate.

XI. VENUE

The obligations of the parties are performable in Colleyville, Texas and if legal action is necessary to enforce same, exclusive venue shall be in Tarrant County, Texas.

XII. STATUS OF PARTIES

CITY shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the DISTRICT. CITY shall be solely responsible for the acts and omissions of its Officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of Officers, members, agents, servants, employees, or trustees or the other. Nothing in this agreement shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

XIII. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without the written agreement of the parties to be attached to and made a part of this Agreement.

XIV. NOTICE

Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the party at the address set forth below:

If intended for CITY:	With copy to:	With copy to:
City of Colleyville	Whitt L. Wyatt	City of Colleyville
Attn: Michael C. Miller	Wyatt Hamilton Findlay, PLLC	Attn: Jerry Ducay
Chief of Police	5810 Long Prairie Road	City Manager
5201 Riverwalk Dr,	Suite 700-220	100 Main Street
Colleyville, TX 76034	Flower Mound, Texas 75028	Colleyville, 76034

If intended for the DISTRICT:

Grapevine-Colleyville ISD
Attn: Superintendent
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

XV. AUTHORIZATION

The governing bodies of CITY and DISTRICT have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the CITY and DISTRICT to sign the Agreement on behalf of the governing bodies.

EXECUTED this _____ day of _____, 2023.

CITY OF COLLEYVILLE

By: _____

Name: Jerry Ducay

Title: City Manager

ATTEST:

By: _____

Name: Christine Loven, TRMC

Title: City Secretary

Approved as to form:

City's Attorney

EXECUTED this _____ day of _____, 2023.

GRAPEVINE-COLLEYVILLE INDEPENDENT
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Approved as to form:

District's Attorney



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 8/15/2023

Type Report

Department Finance

Title

Monthly Financial Report - July 2023

Explanation

General Fund

Through July, the fund has collected 97% of its budgeted revenues and spent 77% of budgeted expenditures, yielding a year-to-date surplus of \$5.8 million. The increase over last year's surplus is mostly 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. This \$1.5 million was reallocated to increased personnel costs and will be expensed more evenly throughout the year. As the graph below shows, we expected March to be our peak surplus month, with the following months drawing on the surplus through the end of the year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.

Sales tax revenue

The City's ninth sales tax collection for FY23, representing sales made in June, came in this month and it showed a decrease of 2.6% from last June. Although this is the second negative result seen this fiscal year, the City remains up year-over-year by 3.5%, which yields an additional \$265,000 to the City. Our FY23 year-end projections are still secure, as the City could lose 5% each month for the remainder of the year and still meet expectations. With 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 indicative recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Utility Fund

The Utility Fund has collected 85% of its budgeted revenue and spent 70% of its budgeted expenses, which is a significantly higher than FY22. As the summary above shows, most of our surplus is coming from our relationship with the Trinity River Authority, although interest earnings on Utility Funds are resulting in a substantial surplus over our direct operating expenses. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being under-billed for water usage in October and November. Additionally, the Authority

processed its annual "true-up" for the City, which either issues a refund or demands an additional payment based on the previous year's fiscal activity and water use. Colleyville typically receives a refund during this process, and FY23 was no exception. In fact, it was determined the City was owed \$1.6 million in invoiced payments which were ultimately unneeded. As with every year, this surplus cash will be moved to our capital projects spending at year's end.

Drainage Fund

To date, the Drainage Utility Fund has received 84% of its revenue and spent 74% of its expenditures. This fund's cash flow is lower than the previous year, with a surplus of about \$340,000 as opposed to \$383,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. Per policy, any year-end surplus will be moved for use on the City's Capital Improvement Plan.

Hotel Fund

COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first three quarters receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we have budgeted to reallocate some expenses from here in FY24. Fund balance as of the end of this quarter is sitting right at \$67,000, and staff will continue to monitor cash closely. Costs funded include personnel related directly to advertising the City as well as Colleyville Center costs and some special events.

Debt Service Fund

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of this month's figures, the fund is running a deficit of about \$126,000. We won't see any further expenses until August, when our second interest payments are due on our bond issues. The most recent issue, taken out in December 2022, includes a large interest payment of \$309,000 to be paid this year. Together with our 2016 refunding issue, we can expect additional expenses of almost \$325,000 in this fund before the year is over. This increase was planned in December, and the fund's balance should end the year at around \$450,000. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10 million issue is structured to be callable in 2030.

Attachments

1. July 2023 Financial Presentation
2. July 2023 Financial Report

5a - Items not for council action



Monthly Financial Report July 2023

City Council Meeting
August 15, 2023

General Fund

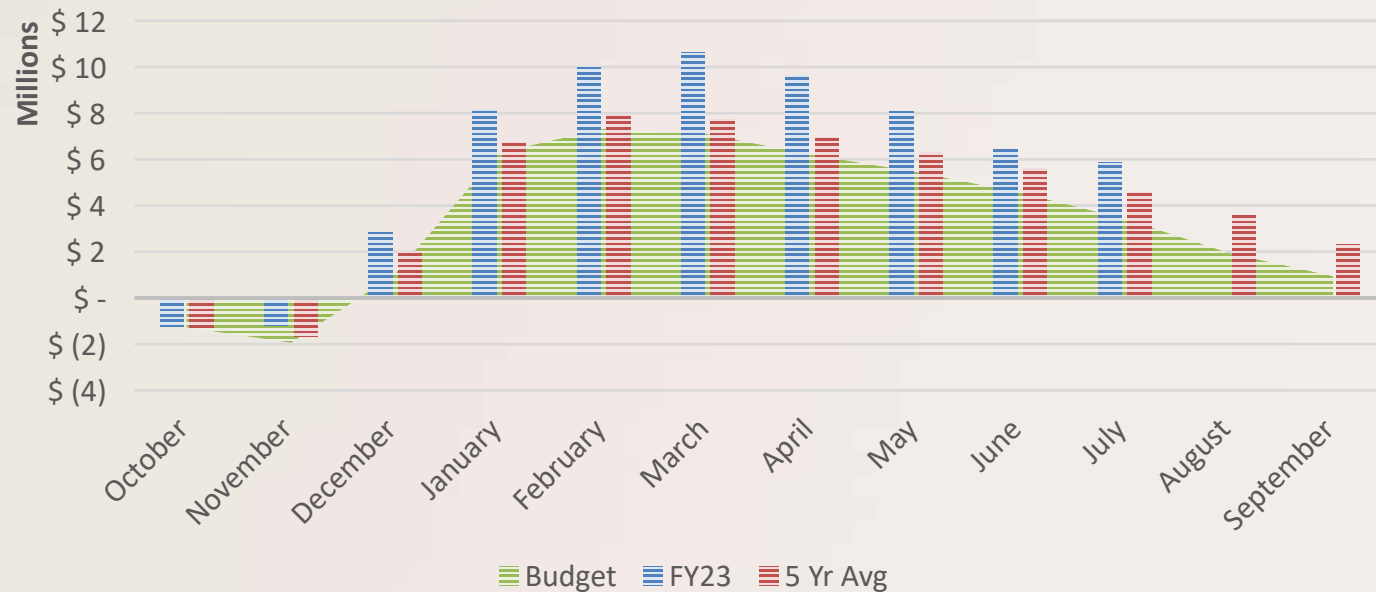


General Fund

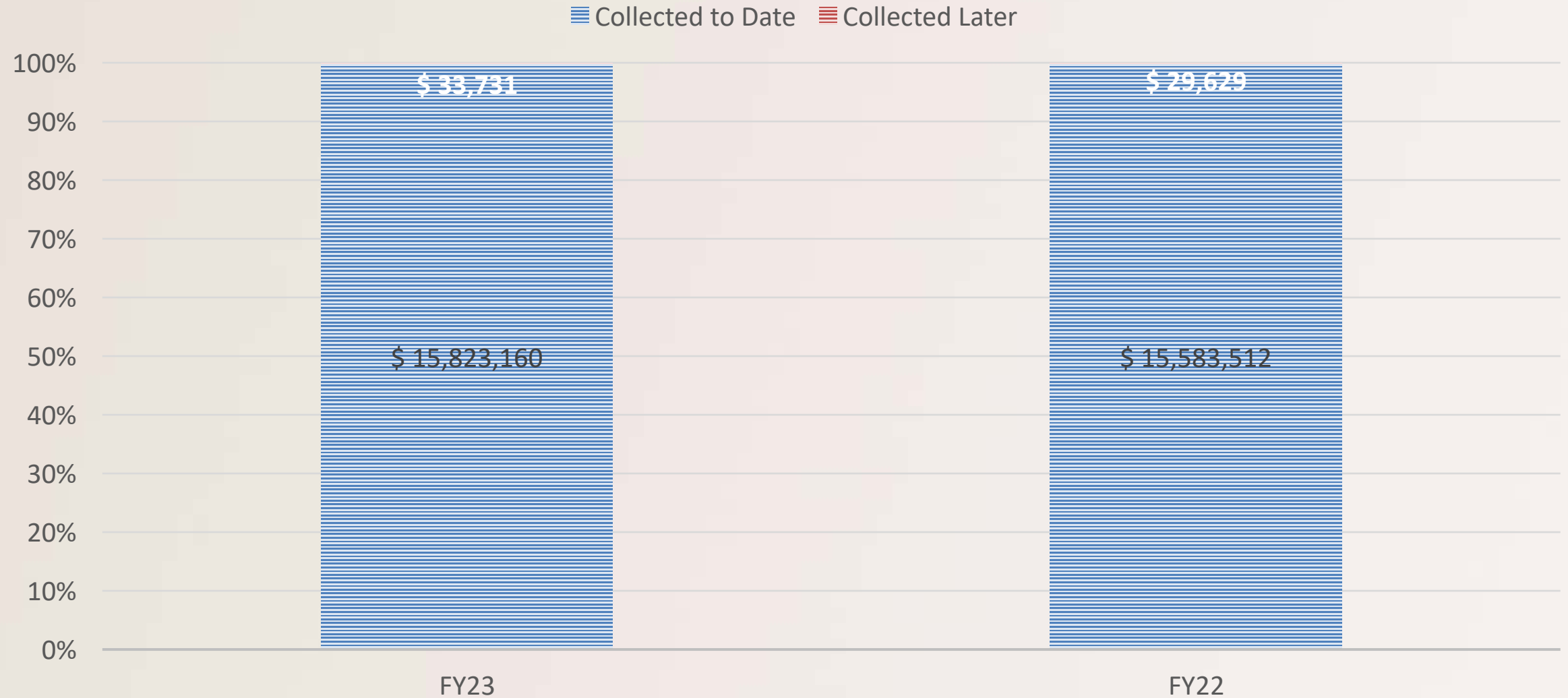
	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD		FY22 % of Budget
Revenues	\$	26,227,785	\$	25,404,421	97%	\$	24,625,657	96%
Expenditures	\$	25,297,424	\$	19,533,078	77%	\$	20,232,061	81%
	\$	930,361	\$	5,871,343		\$	4,393,596	

*83% of the year is completed

GENERAL FUND CASH FLOW



Property Tax Highlight

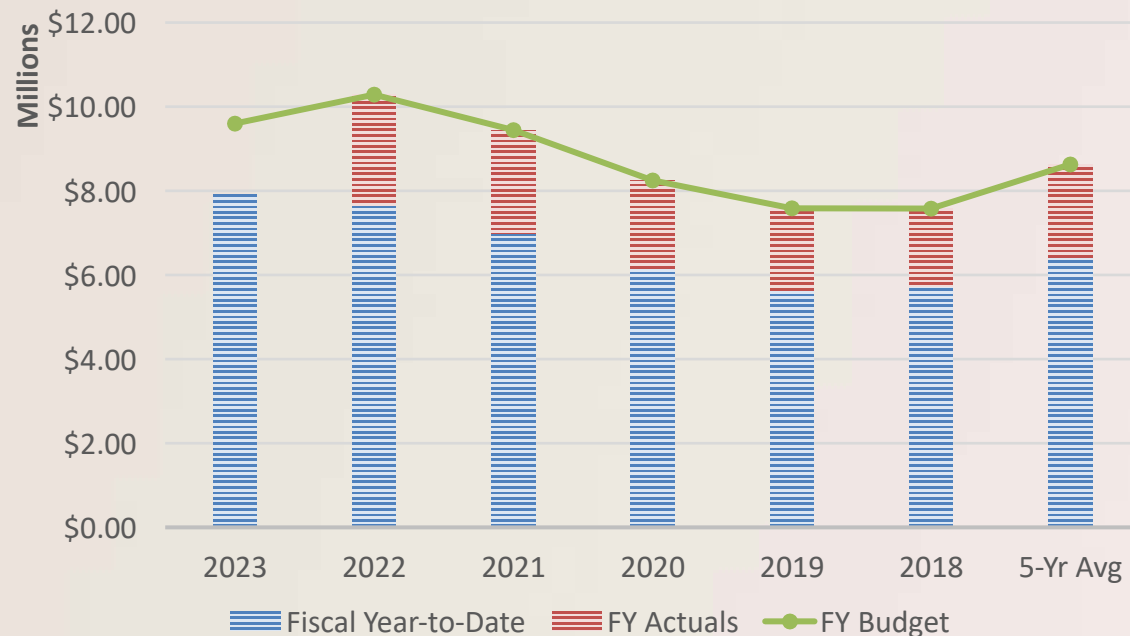


Sales Tax Highlight



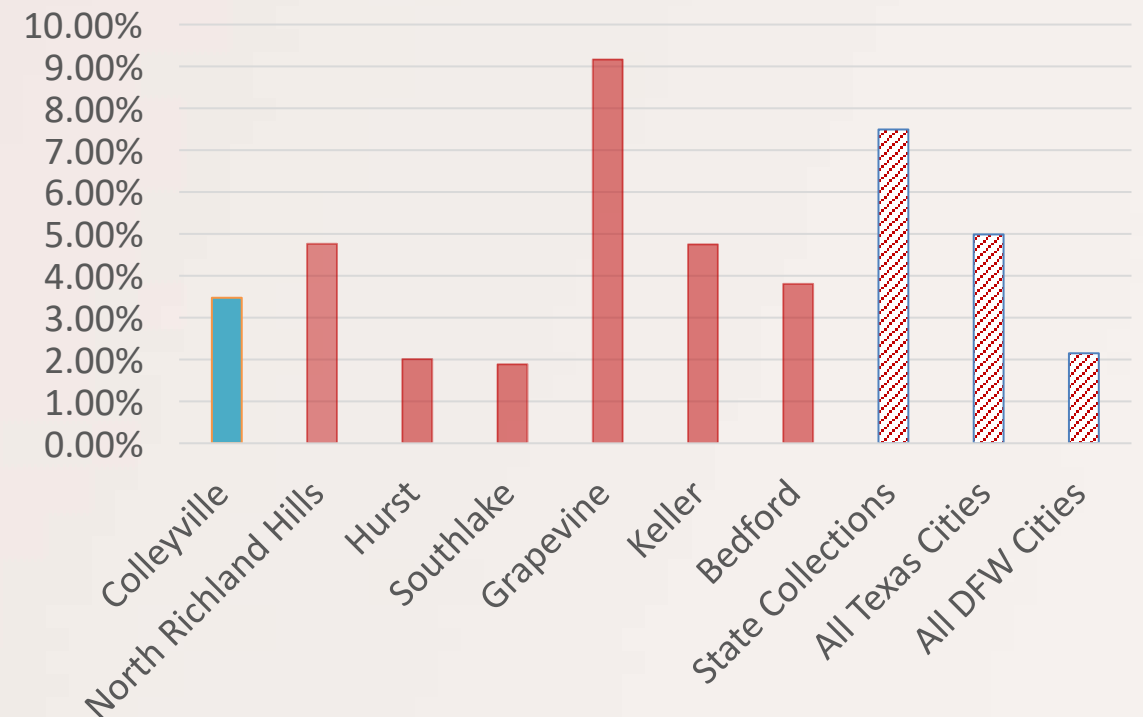
FY23 YTD Receipts compared to Previous Years

TOTAL FY23 SALES TAX RECEIPTS (COMPARISON)



City/State Comparisons

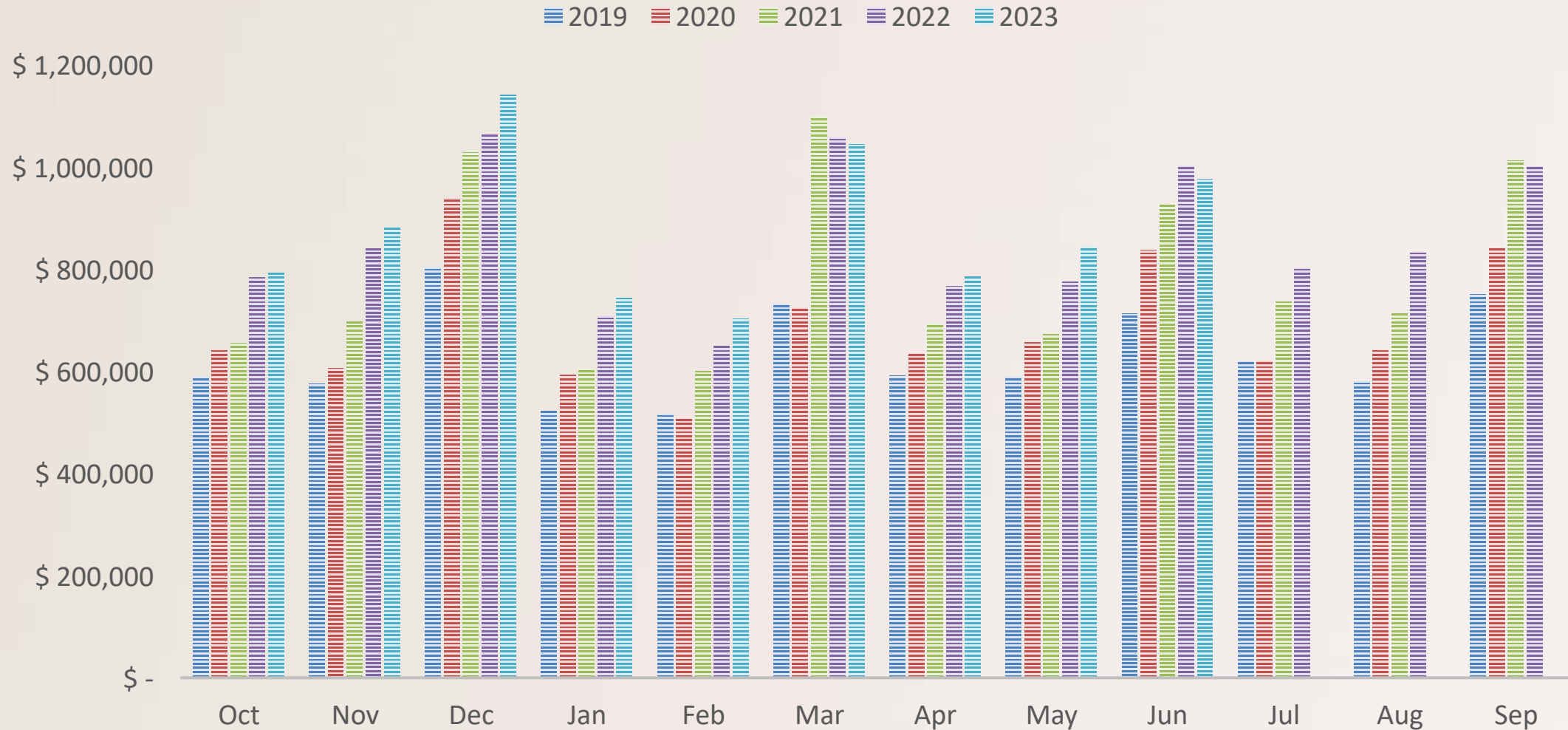
City/State Comparisons



Sales Tax Highlight



MONTH OVER MONTH COLLECTIONS



Utility Fund



Utility Fund

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 19,832,854	\$ 16,844,872	85%	\$ 14,731,087	84%
Expenditures	\$ 19,832,854	\$ 13,831,357	70%	\$ 12,024,279	68%
	\$ -	\$ 3,013,515		\$ 2,706,808	

*83% of the year is completed

TRA Revs/Exps

	FY23 Budget	FY23 YTD
Revenues	\$ 15,878,131	\$ 13,430,997
Expenditures	\$ 15,428,131	\$ 10,534,585
	\$ 450,000	\$ 2,896,412

City Revs/Exps

	FY23 Budget	FY23 YTD
Revenues	\$ 3,954,723	\$ 3,413,875
Expenditures	\$ 3,954,723	\$ 3,296,772
	\$ -	\$ 117,103

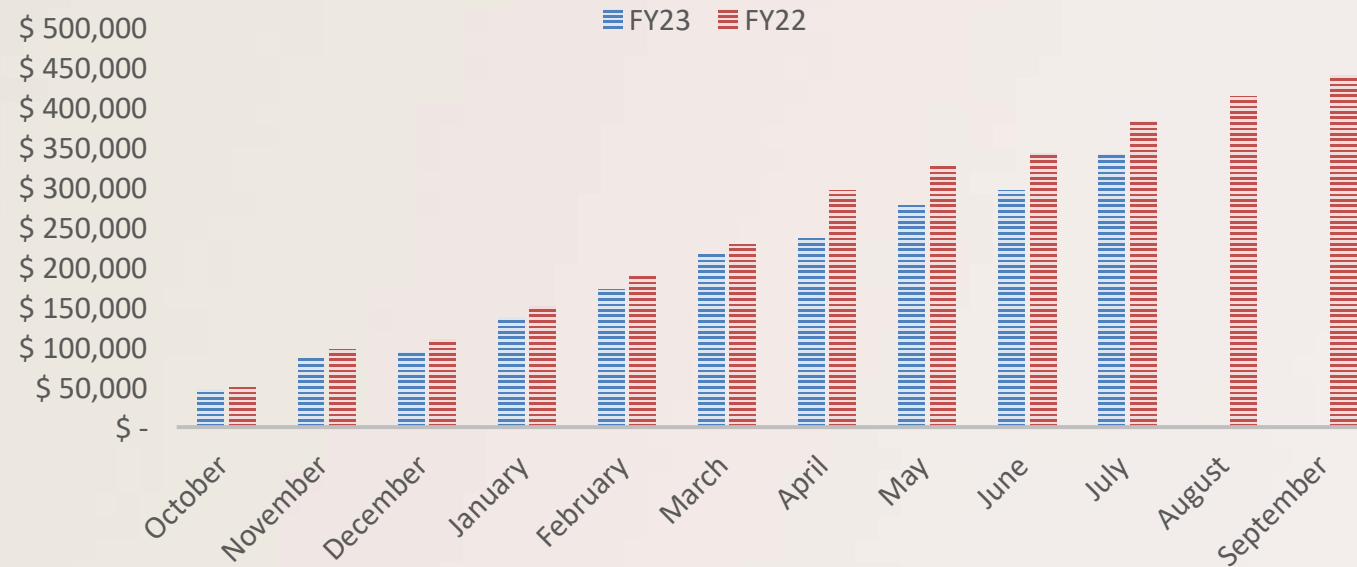
Drainage Fund



Drainage Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 1,045,000	\$ 872,899	84%	\$ 869,423	84%
Expenditures	\$ 721,619	\$ 532,496	74%	\$ 486,149	70%
	\$ 323,381	\$ 340,403		\$ 383,273	

*83% of the year is completed

FY23 VS. FY22 CASH FLOW



Hotel Fund

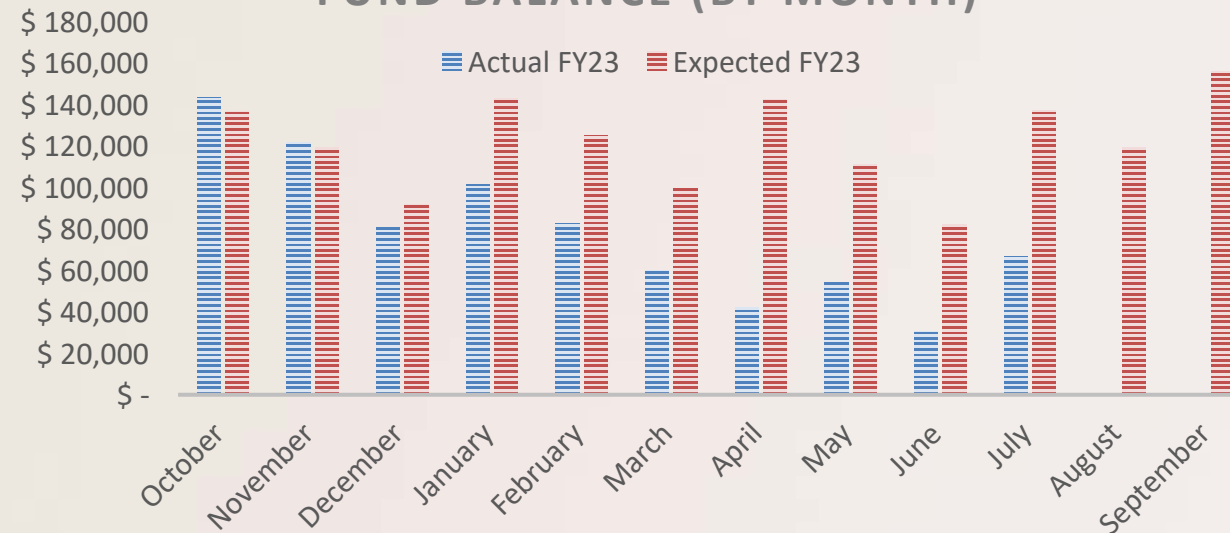


Hotel Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD
Revenues	\$	275,000	\$	158,781	58%	\$ 158,713
Expenditures	\$	273,569	\$	246,213	90%	\$ 237,714
	\$	1,431	\$	(87,431)		\$ (79,001)

*83% of the year
is completed

EXPECTED FUND BALANCE VS. ACTUAL FUND BALANCE (BY MONTH)



Debt Service Fund



Debt Service Fund							
	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$	608,660	\$	623,375	102%	\$ 619,045	99%
Expenditures	\$	769,010	\$	749,860	98%	\$ 796,223	97%
	\$	(160,350)	\$	(126,485)		\$ (177,178)	

*83% of the year
is completed

Monthly Financial Report - July 2023

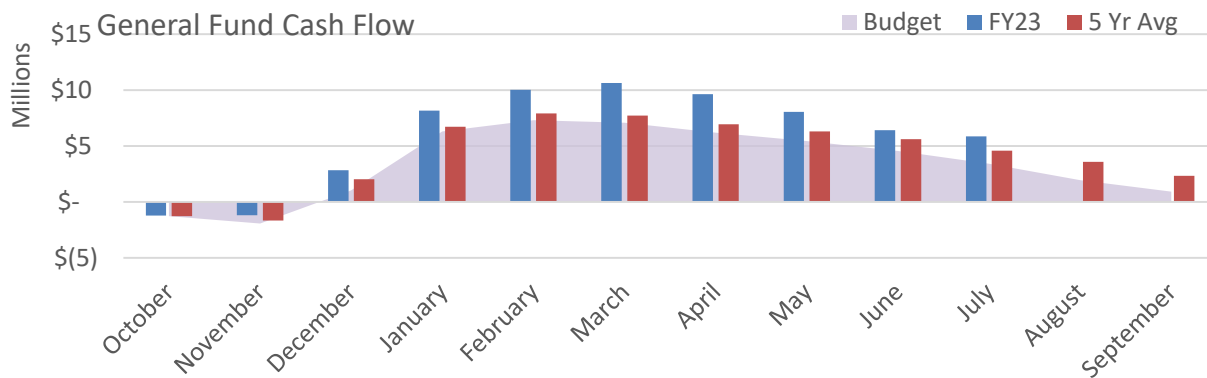
General Fund

% of year Completed 83%

% of Budget Spent 77%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 26,227,785	\$ 25,404,421	97%	\$ 24,625,657	96%
Expenditures	\$ 25,297,424	\$ 19,533,078	77%	\$ 20,232,061	81%
	\$ 930,361	\$ 5,871,343		\$ 4,393,596	

Through July, the fund has collected 97% of its budgeted revenues and spent 77% of budgeted expenditures, yielding a year-to-date surplus of \$5.8m. The increase over last year's surplus is mostly due to the City's elimination of the \$1.5m transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. This \$1.5m as reallocated to increased personnel costs and will be expensed more evenly throughout the year. As the graph below shows, we expected March to be our peak surplus month, with the following months drawing on the surplus through the end of the year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.



General Fund Highlights

Revenue (FY23/FY22)

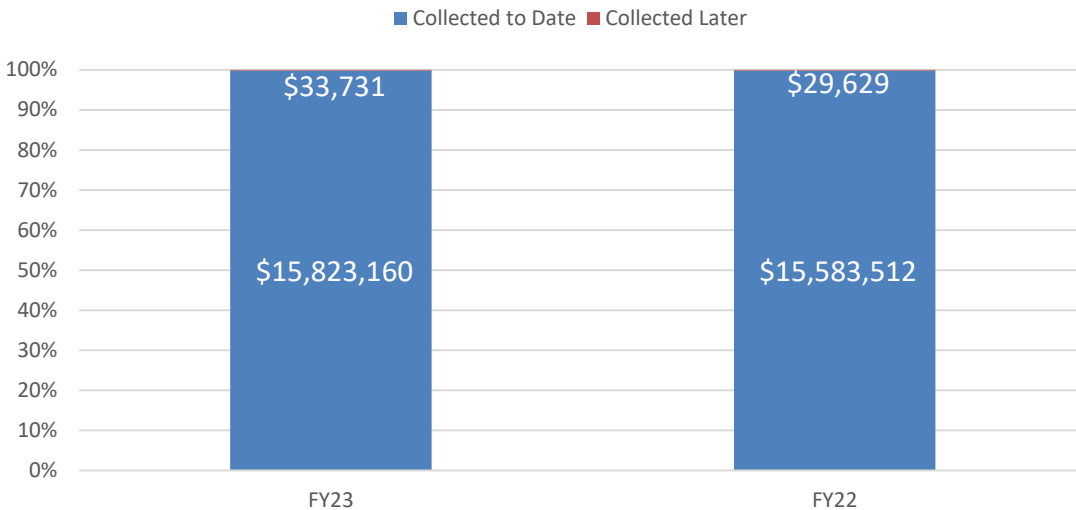
Property Tax	+ \$240k	Sales Tax	+ \$145k	Franchise Tax	+ \$326k
Licenses	-\$97k	Other Revenue	+ \$172k	Total Rev	+ \$785k

Expenditures (FY23/22)

Personnel	+ \$646k	Contractual	+ \$250k	Supplies	-\$59k
Capital	-\$37k	Transfers	-\$1,500k	Total Exp	-\$699k

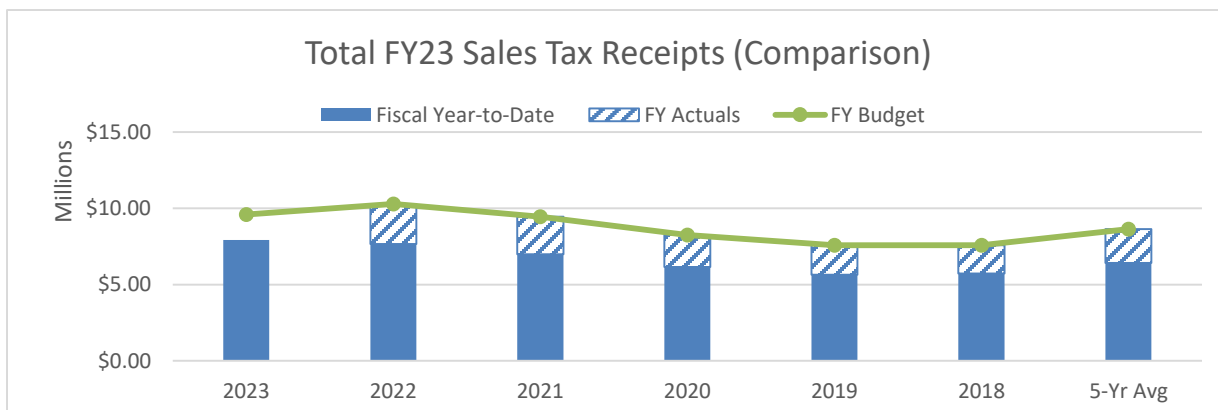
Monthly Financial Report - July 2023

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$15.85m in General Fund property tax this year, which represents about a 1.5% increase from FY22. As with the previous four years, this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. Per Council direction, Colleyville's FY23 budget has been balanced using the no-new-revenue tax rate, which is designed to keep residents' tax bills to Colleyville largely the same from year-to-year.

Revenue Highlight: Sales Tax



MTD Increase

↓ -2.6%

YTD Increase

↑ 3.5%



The City's ninth sales tax collection for FY23 (representing sales made in June) came in this month and it showed a decrease of 2.6% from last June. Although this is the second negative result seen this fiscal year, the City remains up year-over-year by 3.5%, which yields an additional \$265,000 to the City. Our FY23 year-end projections are still secure, as the City could lose 5% each month for the remainder of the year and still meet expectations. With sales tax having grown a total of 25%, or from \$8.5m in 2020 to a record-high \$10.29m in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain.

Monthly Financial Report - July 2023

% of year Completed

83%

Water/Sewer Utility Fund

% of Budget Spent

70%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 19,832,854	\$ 16,844,872	85%	\$ 14,731,087	84%
Expenditures	\$ 19,832,854	\$ 13,831,357	70%	\$ 12,024,279	68%
	\$ -	\$ 3,013,515		\$ 2,706,808	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary				City Revenue/Expense Summary			
FY23 Budget		FY23 YTD		FY23 Budget		FY23 YTD	
Revs	\$ 15,878,131	\$	13,430,997	Revs	\$ 3,954,723	\$	3,413,875
Exps	\$ 15,428,131	\$	10,534,585	Exps	\$ 3,954,723	\$	3,296,772
Net	\$ 450,000	\$	2,896,412	Net	\$ -	\$	117,103

The Utility Fund has collected 85% of its budgeted revenue and spent 70% of its budgeted expenses, which is a significantly higher than FY22. As the summary above shows, most of our surplus is coming from our relationship with the Trinity River Authority, although interest earnings on Utility Funds are resulting in a substantial surplus over our direct operating expenses. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being underbilled for water usage in October and November. Additionally, the Authority processed its annual "true-up" for the City, which either issues a refund or demands an additional payment based on the previous year's fiscal activity and water use. Colleyville typically receives a refund during this process, and FY23 was no exception. In fact, it was determined the City was owed \$1.6m in invoiced payments that were ultimately unneeded. As with every year, this surplus cash will be moved to our capital projects spending at year's end.

Annual Trinity River Authority True-Up

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, the Authority apportions its operating budget among its customer cities based on projected water usage. After the year concludes, the Authority "true up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, the Authority issues prorated refunds to each customer city.

Expenditures (FY23/22)

Mostly TRA costs ↓

Personnel	+ \$113k	Contractual	+ \$1,590k	Supplies	+ \$97k
Capital	-\$14k	Transfers	+ \$21k	Total Exp	+ \$1,807k

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

Monthly Financial Report - July 2023

% of year Completed

83%

Drainage Utility Fund

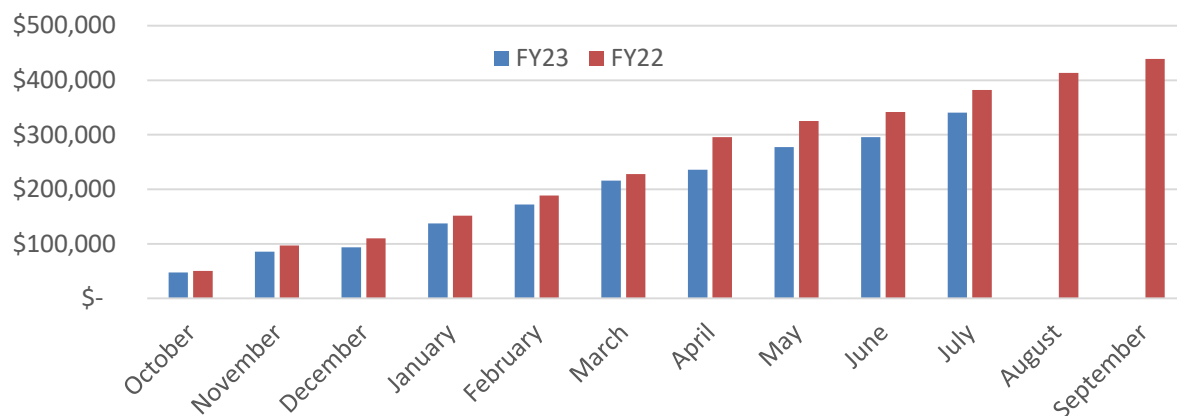
% of Budget Spent

74%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$1,045,000	\$ 872,899	84%	\$ 869,423	84%
Expenditures	\$ 721,619	\$ 532,496	74%	\$ 486,149	70%
	\$ 323,381	\$ 340,403		\$ 383,273	

To date, the Drainage Utility Fund has received 84% of its revenue and spent 74% of its expenditures. This fund's cash flow is lower than the previous year, with a surplus of about \$340,000 as opposed to \$383,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. Per policy, any year-end surplus will be moved for use on the City's capital improvement plan.

FY23 vs. FY22 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY23/FY22 ➡ 0.7%

FY23/5-Yr Avg ↑ 0.9%

Expenditures (FY23/22)

Personnel	+ \$64k
Supplies	+ \$2k
Debt Service	\$0k

Contractual	-\$19k
Capital/Xfers	\$0k
Total Exp.	+ \$46k

Note: this fund's debt service is has been retired as of fiscal year 2021.

Monthly Financial Report - July 2023

Hotel Tax Fund

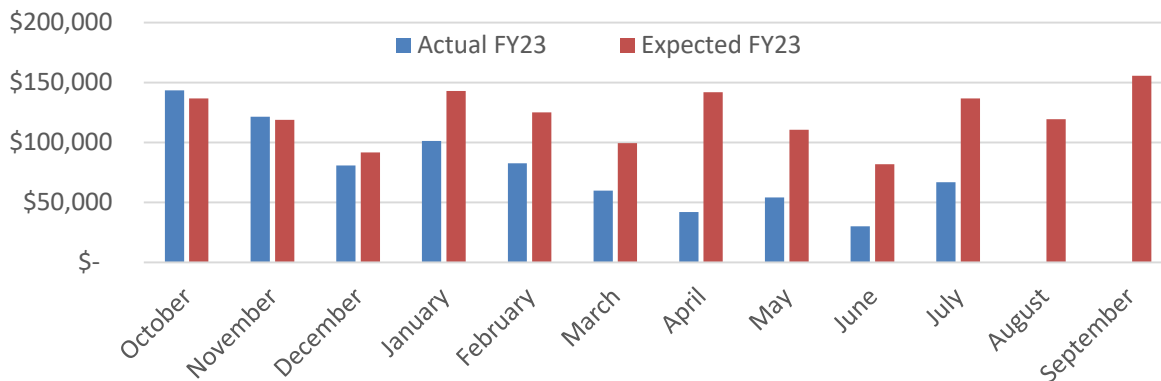
% of year Completed 83%

% of Budget Spent 90%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 275,000	\$ 158,781	58%	\$ 158,713	63%
Expenditures*	\$ 273,569	\$ 246,213	90%	\$ 237,714	96%
	\$ 1,431	\$ (87,431)		\$ (79,001)	

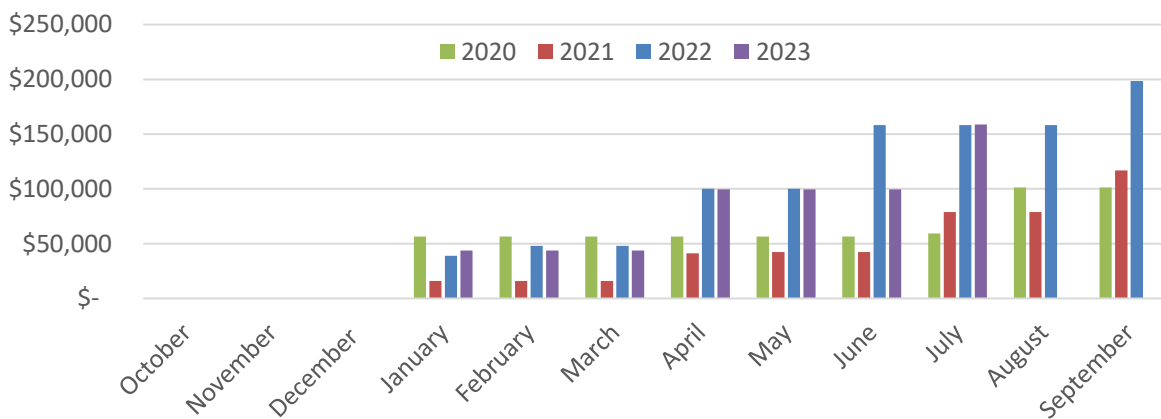
COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first three quarters receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we have budgeted to reallocate some expenses from here in FY24. Fund balance as of the end of this quarter is sitting right at \$67,000, and staff will continue to monitor cash here closely. Costs funded out of here include personnel related directly to advertising the city as well as Colleyville Center costs and some special events.

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



Hotel Tax Performance

FY22 Revenue vs. History

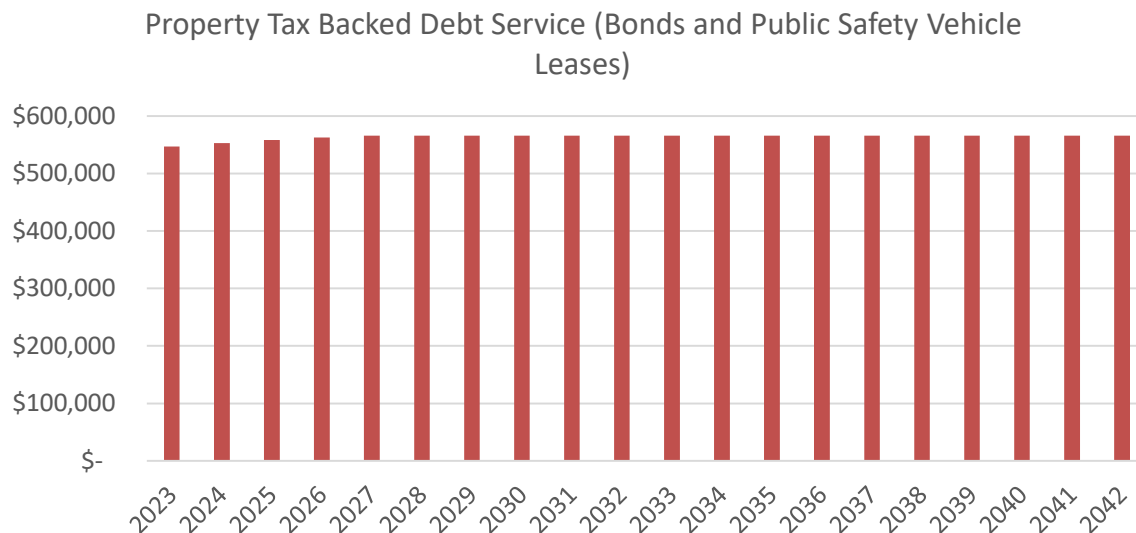


Monthly Financial Report - July 2023

Debt Service Fund % of year Completed 83%
 % of Budget Spent 98%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 608,660	\$ 623,375	102%	\$ 619,045	99%
Expenditures*	\$ 769,010	\$ 749,860	98%	\$ 796,223	97%
	\$ (160,350)	\$ (126,485)		\$ (177,178)	

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of this month's figures, the fund is running a deficit of about \$126,000. We won't see any further expenses here until August, when our second interest payments are due on our bond issues. The most recent issue, taken out in December 2022, includes a large interest payment of \$309,000 to be paid this year. Together with our 2016 refunding issue, we can expect additional expenses of almost \$325,000 in this fund before the year is over. This increase was planned in December, and the fund's balance should end the year at around \$450,000. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10m issue is structured to be callable in 2030. All bond payments are scheduled as follows:



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

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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 8/15/2023

Number Ordinance O-23-2247

Type Ordinance

Department Community Development

Title

Consideration of a change in zoning from CC-1 Village Retail district to PUD-C Planned Unit Development – Commercial district on Lot 1, Block 1, of the Tutun Addition and a portion of Lot 1, Block 1, Bokju Family Addition, located at 5311 and 5309 Colleyville Boulevard, Case ZC23-014

Explanation

Second Reading and Public Hearing

The applicant and business owner were both present and answered questions from the City Council. The discussion included enhanced landscaping along the Colleyville Boulevard frontage and wood fencing between adjacent uses. There were no speakers during the public hearing.

The applicant has provided a revised landscape plan which is attached to this briefing,

First Reading and Public Hearing

Gerald Ward, the applicant, has submitted a request to rezone from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial district for the property known as Lot 1, Block 1, Tutun Addition, being approximately 1.37 acres, and addressed as 5311 Colleyville Boulevard and a portion of the property known as Lot 1, Block 1, Bokju Family Addition, being approximately 1.02 acres, and addressed as 5309 Colleyville Boulevard. The purpose is to allow for a Nursery and Greenhouse use with outside display of merchandise.

Existing Conditions/Background: The subject property is currently platted as 1.37 acres known as Lot 1, Block 1, Tutun Addition and a portion of Lot 1, Block 1, Bokju Family Addition 1.02 acres. The applicant proposes to combine the area of the two lots, use the existing two buildings, and provide for a greenhouse and movable shade structures.

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

special benefit to the property owners or to the community.

Proposed PUD-C Ordinance: *Request* – The applicant requests to change zoning to the PUD-C district to allow for Nursery and Greenhouse uses with outside display of merchandise (Building one = ±2,000 s.f. of retail; Building two = 2,833 s.f. of storage; Building 3 = 6,000 s.f. of new greenhouse). The base zoning shall be CC-1 Village Retail zoning.

Analysis: The subject property complies with most of the minimum physical requirements described for the requested PUD-C designation. This request fits into a recent trend of commercial development along and adjacent to the Colleyville Boulevard Corridor. Approval of this PUD-C would mean an approval of three, one-story buildings for this property as described above.

The following regulations from the proposed PUD-C ordinance are proposed and would differ from the requirements of the Land Development Code:

- Reduction of 20-foot landscaping adjacent to Colleyville Boulevard.
- Freestanding monument sign which does not meet Chapter 7 of the Land Development Code with landscaping around the base.
- 28 parking spaces provided.

Plat Status: The property is platted as Lot 1, Block 1, Tutun Addition and a portion of Lot 1, Block 1 Bojku Family Addition.

DRC Review: The Development Review Committee reviewed the request at their June 19, 2023 meeting and the following comments were provided to the applicant:

1. The drainage analysis uses TXDOT Tc and Intensities as a base for pre-development, the intensities change for Post development, both analyses need to be based on the same intensity. Apples to apples, no flow increases will be allowed onto adjacent properties, this site development may require detention. Provide an updated drainage exhibit.
2. Provide an exhibit showing the elevations of the greenhouses with dimensions and materials.
3. Provide an exhibit showing the elevations of the shade structures with dimensions and materials.

Applicant provided updated exhibits on June 26, 2023.

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

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

Surrounding Development: Properties immediately to the north and south have CC-1 Village Retail zoning and are developed for commercial uses. Property to the east has CC-2 Shopping Center zoning and has been developed for commercial use. Property to the west has CC-1 Village Retail zoning and is improved with an institutional use.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville, designates the subject property and the property along Colleyville Boulevard as part of the Colleyville Boulevard Corridor for future commercial use. The proposed rezoning request complies with the commercial land use designation stated in the comprehensive plan.

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

Staff Recommendation: Staff recommends approval of the request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their July 10, 2023 meeting by a vote of 7-0.

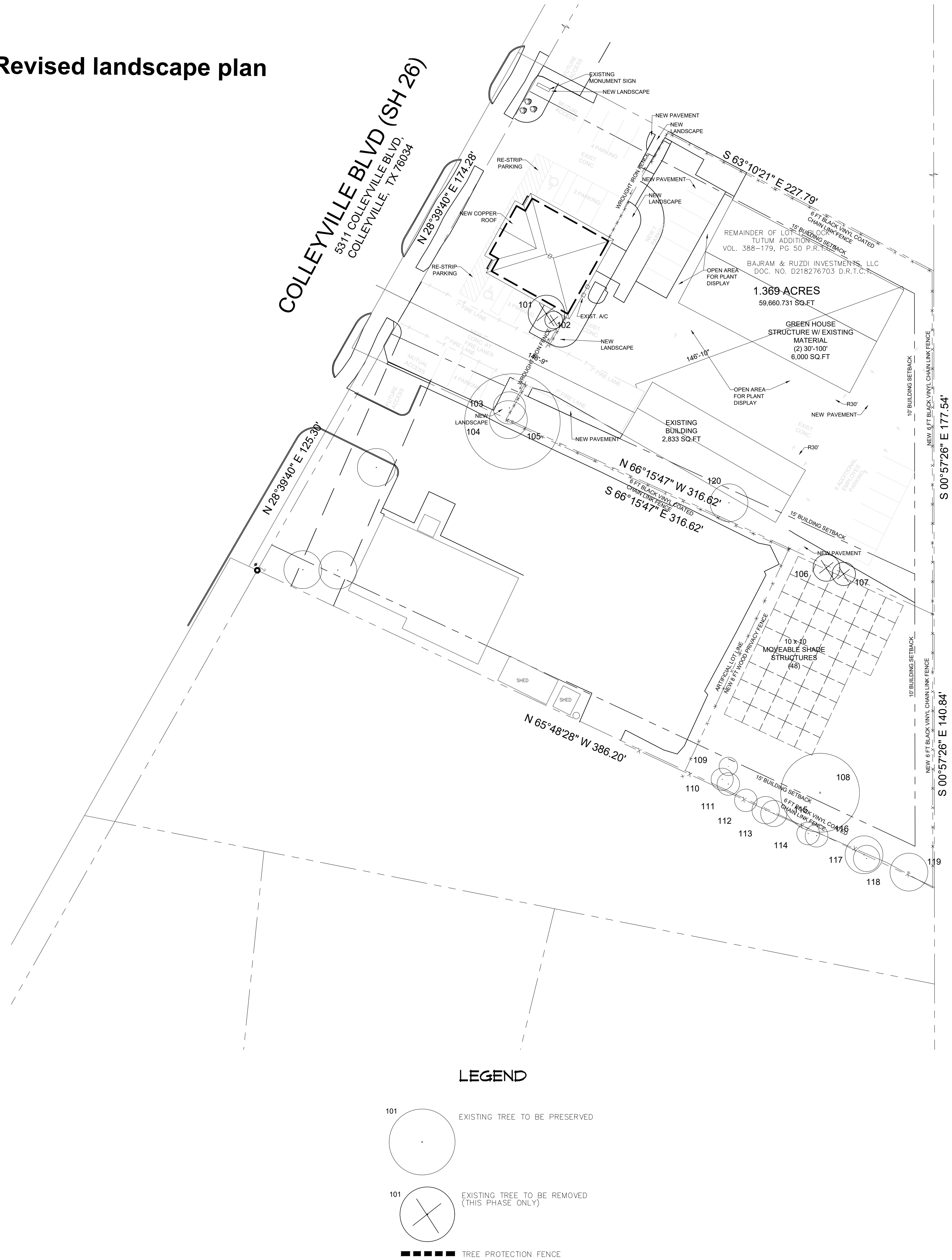
Recommendation

Approve

Attachments

1. Revised Landscape Plan - 08.11.2023
2. Aerial
3. Zoning
4. Future Land Use
5. Site Plan
6. Building Elevations
7. Greenhouse Elevations and Exhibits
8. Drainage Plan
9. Landscape Plan
10. Draft Updated Landscape Plan
11. Notification Letter
12. Notification List
13. Notification Map
14. Ordinance O-23-2247

Revised landscape plan

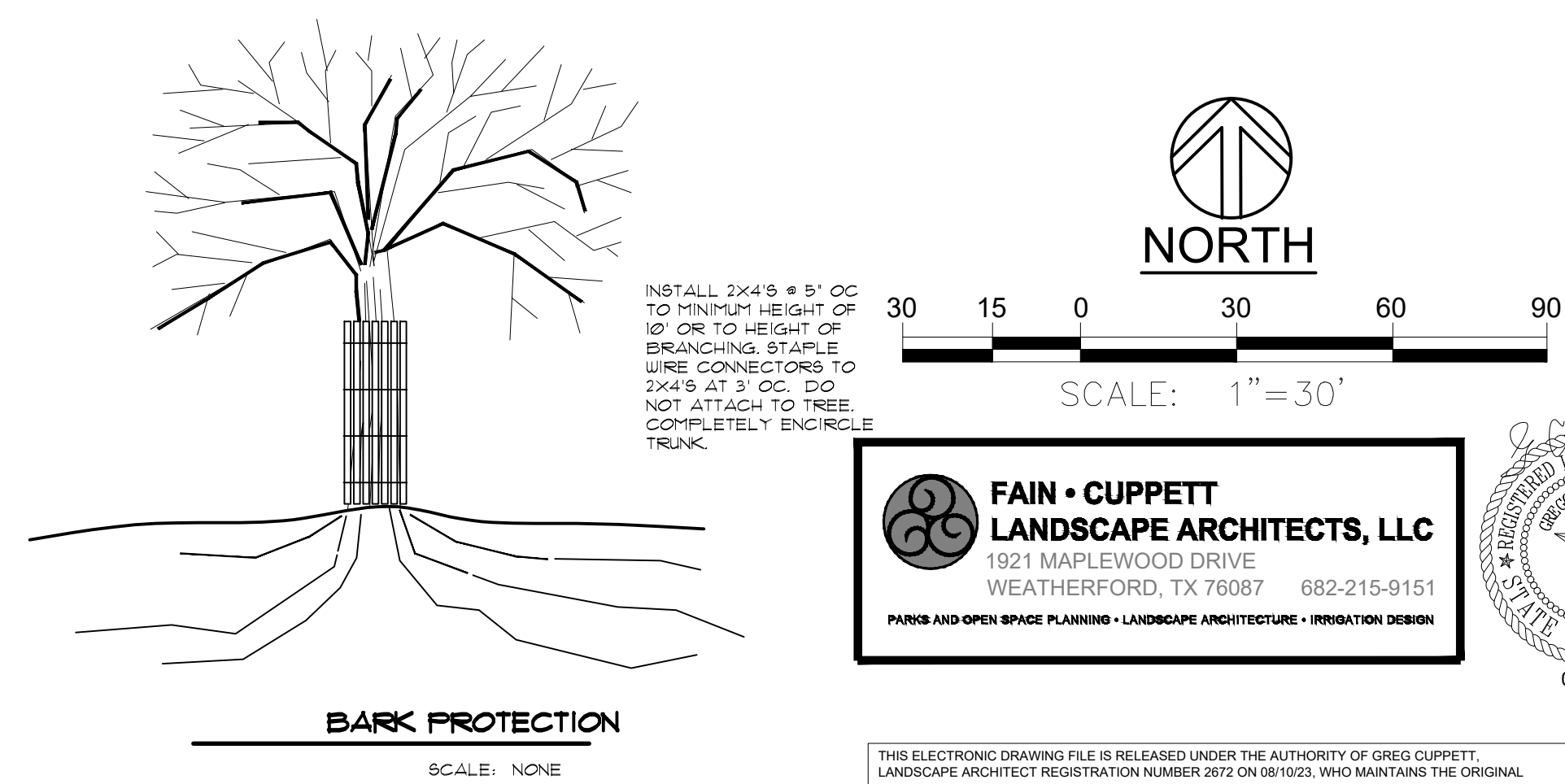
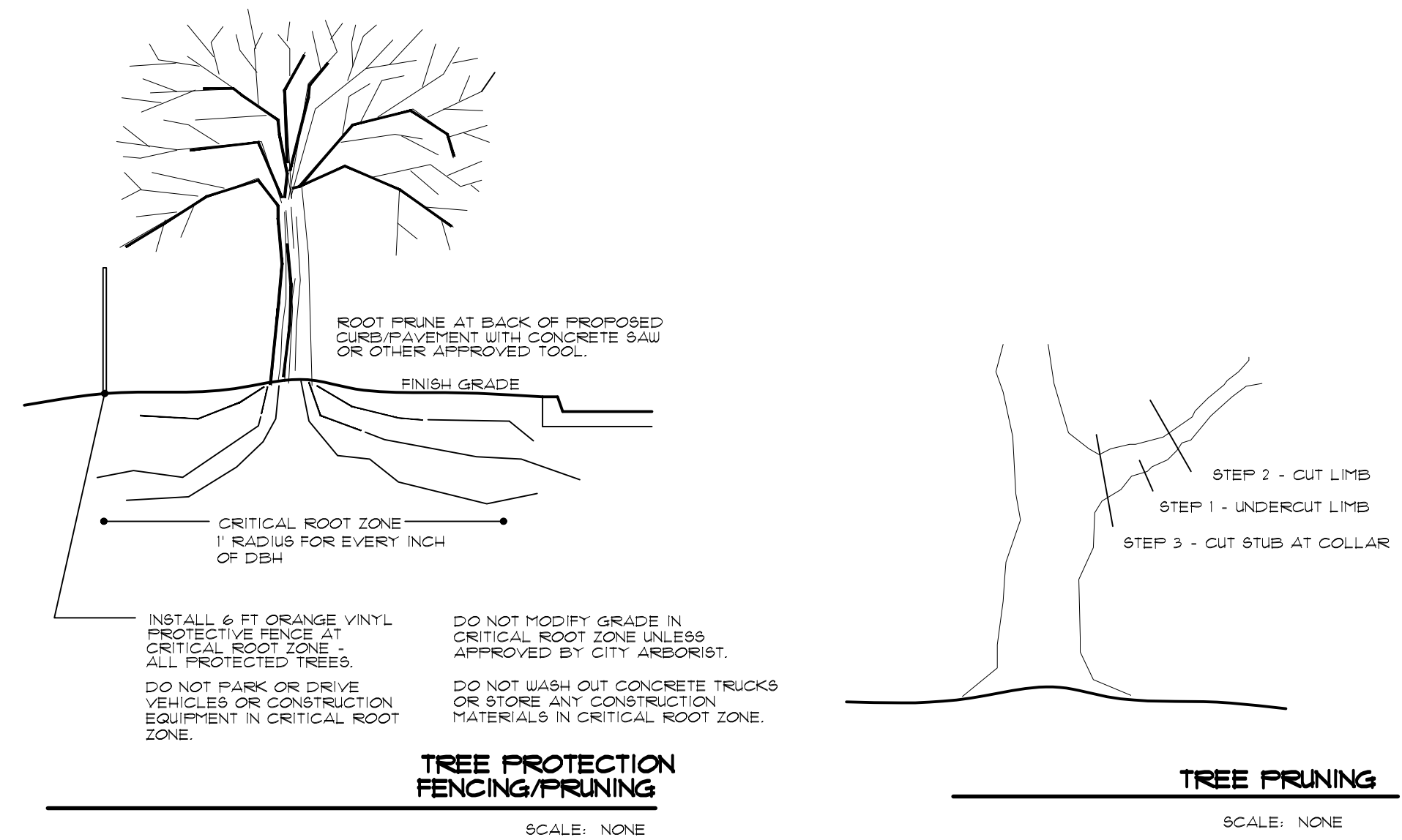


CODES FOR TABLE 1 (not case sensitive)		
<u>Columns</u>	<u>Applicable Action or Status</u>	<u>Enter Code</u>
Preservation Status	Preserved trees:	PRES
	Removed trees:	REM
	Illegally removed/damaged:	ILREM
Heritage Trees	Heritage trees - see chart (one trunk dbh)	HERITAGE
Exclusions	Utility easement - (new installation only)	UE
	Trees in street ROW (or private street lot)	ROW
	Dead/Declining/Hazard trees	DDH
	Non-protected trees	NON-P
	Residential Setback Envelope	RSE
	Commercial Building Footprint (+5ft)	CBF
	Off-site (not in same permit OR property)	OFFSITE
Tree Mitigation	Mitigate by planting	PLANT
	Mitigate by payment	PAY
Penalty (For City Use Only)	Mitigate by planting	PLANT
	Mitigate by payment	PAY

*All values are in square feet unless otherwise noted		
		Totals
Lot or Project Area		39,277
Total Protected Tree Canopy	12.4%	4,876
Protected Tree Canopy in Exempt		11
Required Canopy Preservation	70%	3,413
Preserved Non-Exempt Canopy		4,876
Preserved Exempt Tree Canopy		0
Total Preservation Credit	100%	4,876
D&H Removed (all non-exempt/in.)		0
D&H Removed (Heritage/in.)		0
Mitigation Planting Required (in.)		0
Mitigation Payment Required		\$0.00
Violation Payment Required (in.)		0
Violation Payment Required		\$0.00
Tree Preservation Deficit		0
(lowest that will round up to whole %)		

Table 1: Tree Survey Data (refer to Table 1 codes

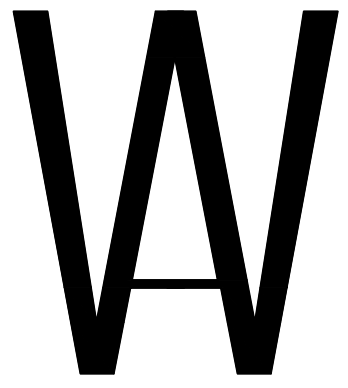
Tree #	Common name or species	DBH (in)	Canopy Area (ft ²)	Preservation Status	Heritage Tree	Exclusions	Tree Mitigation	Penalty	Comments (ex. list multi-trunk measurements)
101	Chinaberry	14	615	REM		DDH			
102	Yaupon	4	50	REM		DDH			
103	Photinia	8	201	PRES					
104	Cedar Elm	10	314	PRES					
105	American Elm	25	1,963	PRES					
106	Brdford Pear	7	154	REM		NON-P			
107	Mulberry	6	113	REM		NON-P			
108	American Elm	21	1,385	PRES					
109	Bois D Arc	5	79	PRES		NON-P			
110	Hackberry	6	113	PRES		NON-P			
111	Bradford Pear	6	113	PRES					
112	Bradford Pear	6	113	PRES					
113	Hackberry	7	154	PRES		NON-P			
114	Hackberry	7	154	PRES		NON-P			
115	Hackberry	6	113	PRES		NON-P			
116	Hackberry	6	113	PRES		NON-P			
117	American Elm	11	380	PRES					
118	American Elm	7	154	PRES					
119	Bradford Pear	10	314	PRES		NON-P			
120	American Elm	9	254	PRES					



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREG CUPPETT, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2672 ON 08/10/23, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING, PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE ASSUMES ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

TREE PRESERVATION PLAN

DESIGN SET



WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

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BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.
GERALD A. WARD, AIA
DATE: OCTOBER, 2022

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By			VD
Checked By			GW
Project No:			22-72
Issue Date:			--
Revisions			
No.	Date	Description	

Issued:	DESIGN SET
Sheet Title	

L-1

Sheet Number

[illegible]

REQUIRED SITE LANDSCAPING	20% OF TOTAL SITE TO BE LANDSCAPE AREA	
	REQUIRED	PROVIDED
	59,690 SF x 20% = 11,938 SF	2,551 SF
REQUIRED STREET YARD LANDSCAPING	50% OF REQUIRED LANDSCAPE AREA TO BE IN STREET YARD	
	REQUIRED	PROVIDED
	11,938 x 50% = 5,969 SF	1,845 SF
REQUIRED STREET FRONTAGE TREES	1 TREE REQUIRED PER EVERY 40 FT OF FRONTAGE	
	REQUIRED	PROVIDED (3')
	174 / 40' = 5 TREES	4 NEW TREES
REQUIRED STREET FRONTAGE SHRUBS	1 SHRUB REQUIRED PER EVERY 5 FT OF FRONTAGE	
	REQUIRED	PROVIDED
	174 / 5 = 35 SHRUBS	43 SHRUBS (5G)
REQUIRED PARKING LOT LANDSCAPING	140 SF LANDSCAPE AREA REQUIRED PER EVERY 18 SPACES	
	REQUIRED	PROVIDED
	28/18 x 140 = 218 SF	151 SF
REQUIRED PARKING LOT TREES	1 TREE PER EVERY 18 SPACES	
	REQUIRED	PROVIDED (3')
	23 SPACES/18 = 2 TREES	2 TREES

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS	
	JUN TAY	2	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	45 gal.				
	LAG IND	2	Lagerstroemia indica	Crape Myrtle	45 gal.	8' Min.			patio Single Stem
	MAG LIT	2	Magnolia grandiflora 'Little Gem'	Little Gem Dwarf Southern Magnolia	3" Cal.	10' Min.			
	QUE SHU	4	Quercus shumardii	Shumard Oak	3" Cal.	12' Height Min			
	VIT CHA	3	Vitex agnus-castus	Chaste Tree	45 gal.	6' Min Ht			
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS	
	ILE CRS	46	Ilex cornuta 'Carissa'	Carissa Chinese Holly	5 gal.		36" O.C.		
	ILE OVA	10	Ilex vomitoria 'Eureka Gold'	'Eureka Gold' Yaupon Holly	5 gal.		30" O.C.		
	JUN MIZ	2	Juniperus sabina 'Mini-Arcadia'	Mini Arcadia Juniper	5 gal.				
	LEU GRE	1	Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Sage	5 gal.				
	LOR IOH	6	Loropetalum chinense rubrum 'Kurobijin'	Cerise Charm™ Fringe Flower	5 gal.		36" O.C.		
	MIS ZEB	3	Miscanthus sinensis 'Zebrinus'	Zebra Eulalia Grass	5 gal.		36" O.C.		
	NAN IOC	7	Nandina domestica Obsession	Obsession Heavenly Bamboo	5 gal.				
	NAS TEN	13	Nassella tenuissima	Mexican Feather Grass	1 gal.		24" O.C.		
	SAL LEU	1	Salvia leucantha	Mexican Bush Sage	5 gal.				
	YUC SAP	1	Yucca rostrata 'Sapphire Skies'	Sapphire Skies Beaked Blue Yucca	5 gal.				
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS	
	RHA M11	3	Rhaphiolepis x 'Montic'	Majestic Beauty® Indian Hawthorn	45 gal.	6'			
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	SPACING	REMARKS
	CYN DAC	2,157 sf	Cynodon dactylon	Bermudagrass	Existing				
	PER ASP	224	perennials x	Perennials	1 gal.			24" o.c.	

NORTH

30 15 0 30 60 90

SCALE: 1" = 30'

1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD OF THE HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. FREE ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE DETAIL SHEET L-2 FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. EXISTING TREES ARE SHOWN TO REMAIN. CONTRACTOR SHALL PRUNE WITH APPROVAL OF OWNER AND CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES, AS WELL AS BRANCHES THAT OBSTRUCT SIGN VISIBILITY. MAKE ALL CUTS FLUSH TO REMAINING LIMB, RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. ONCE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS, FILE ALL CORNERS SMOOTH.
14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURERS INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLANT PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B+B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF SEASON. PURCHASE AND HOLD B+B PLANTS FOR LATE SEASON INSTALLATION.
16. BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.)
17. PRIOR TO TREE PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.



TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. SOD TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

NOTE:
NO LANDSCAPE PLANTINGS
WITHIN 18" OF PARKING
LOT CURBS.

 **FAIN • CUPPETT**
LANDSCAPE ARCHITECTS, LLC
1921 MAPLEWOOD DRIVE
WEATHERFORD, TX 76087 682-215-9151
PARKS AND OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE • IRRIGATION DESIGN

DESIGN SET

Issued:	DESIGN SET
Sheet Title	

L-2
Sheet Number

W

WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

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BIDDING OR PERMIT PURPOSES.**

GERALD A. WARD, AIA

DATE: OCTOBER, 2022

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Aerial Map

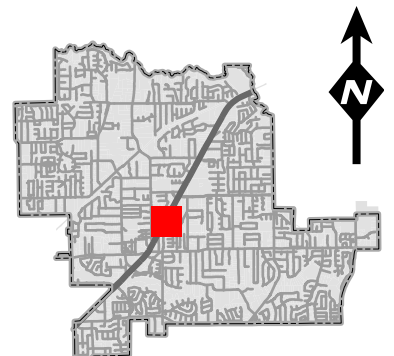


ZC23-014

5311 Colleyville Blvd



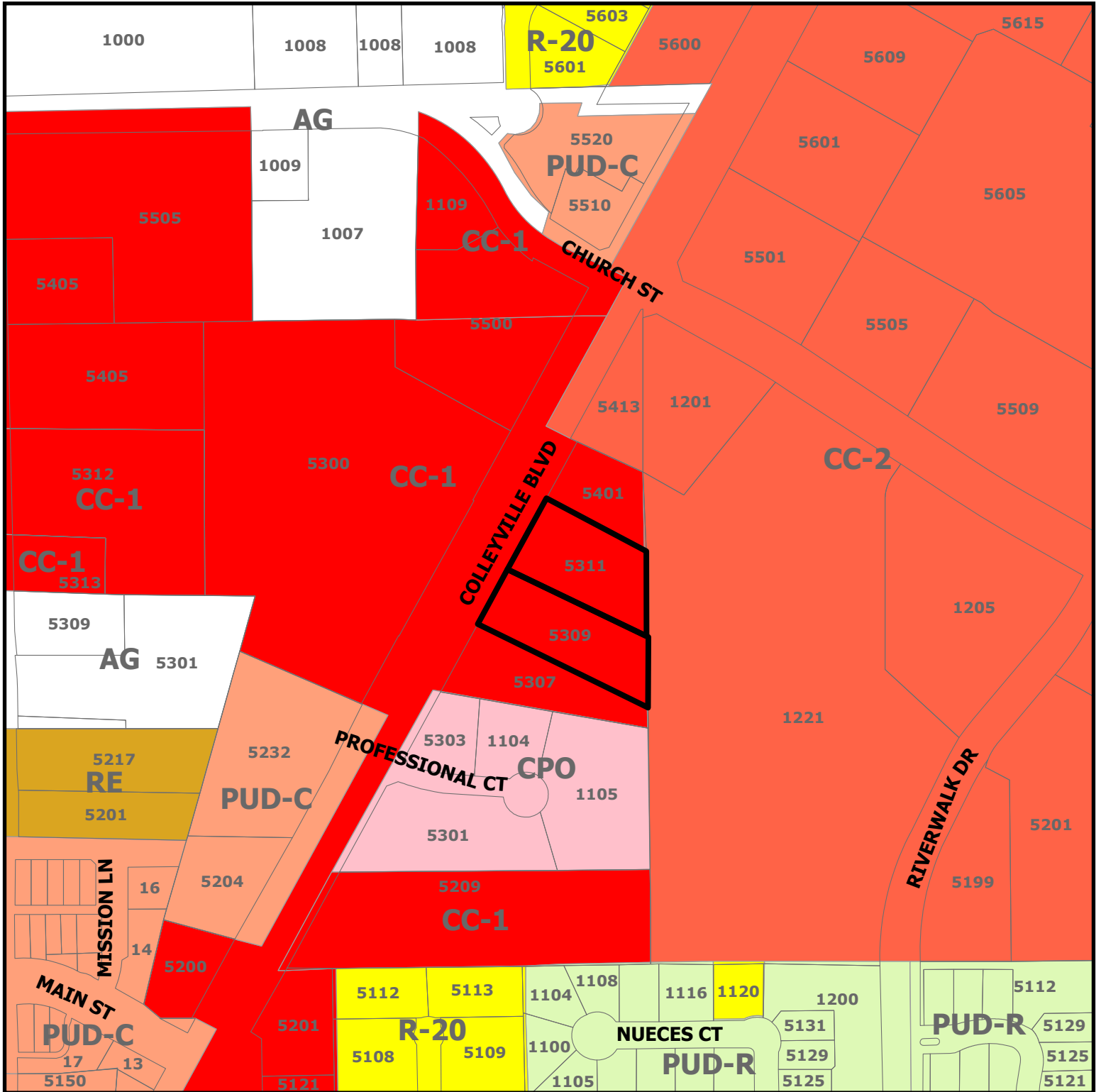
Subject Property



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Zoning Map

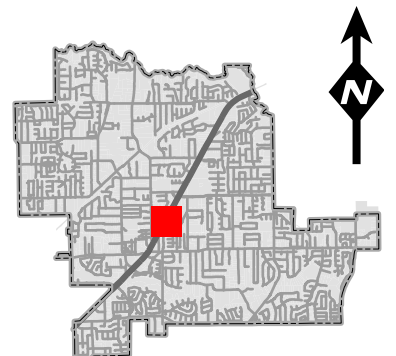


ZC23-014

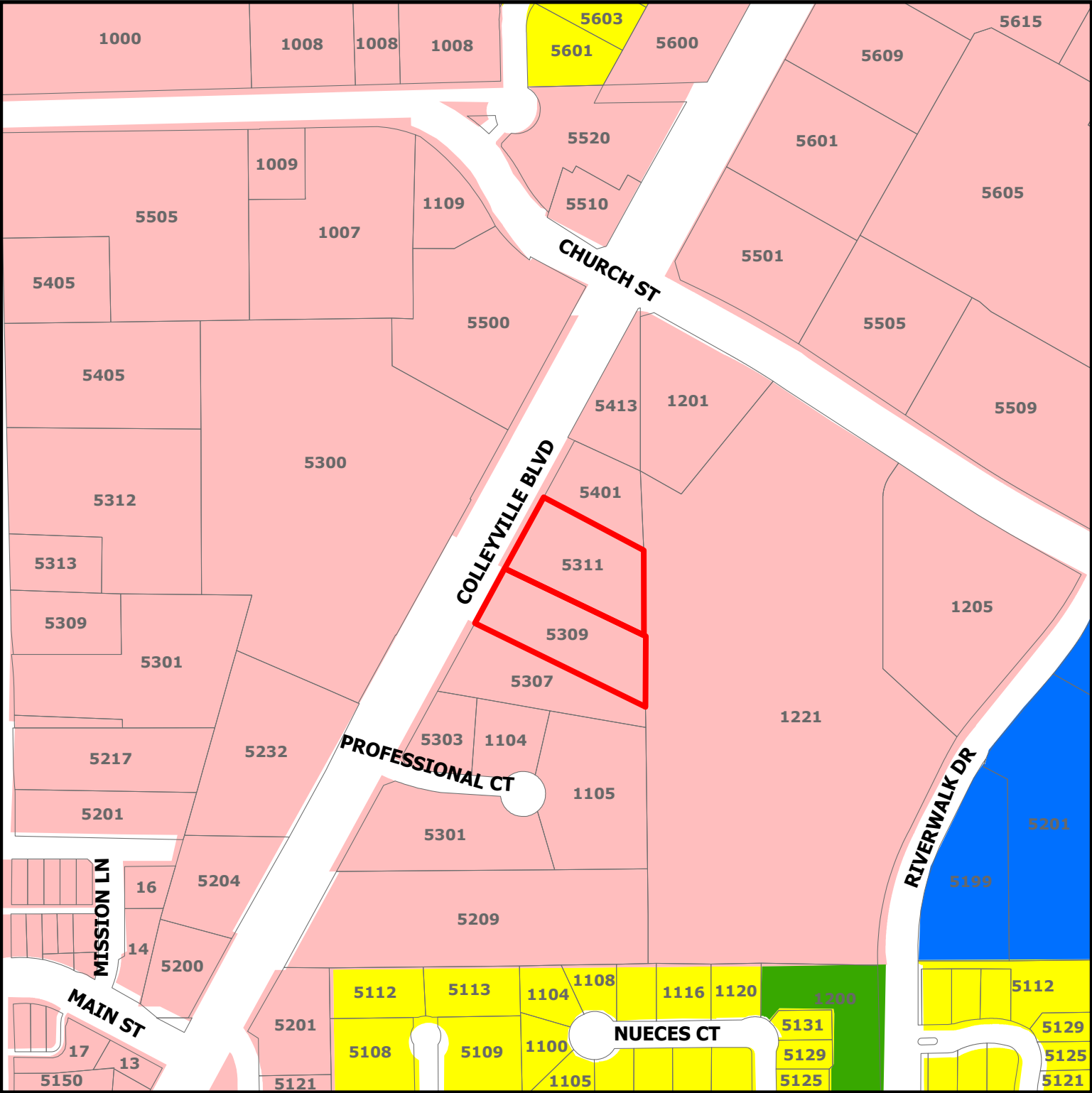
5311 Colleyville Blvd

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 Subject Property



Future Land Use Map

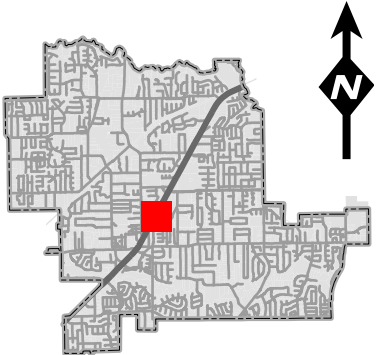


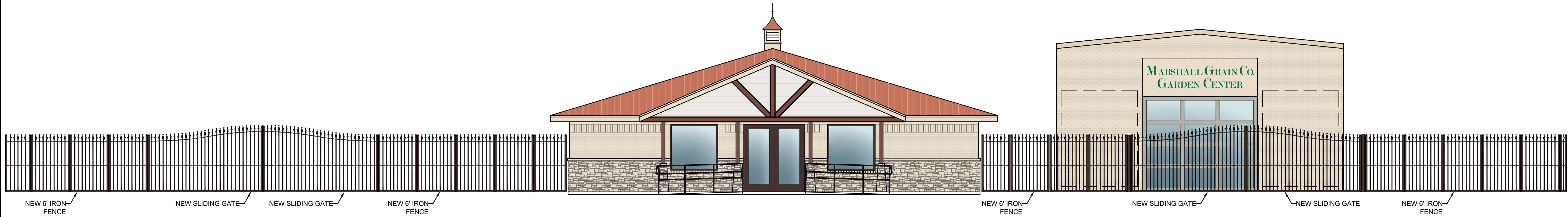
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ZC23-014

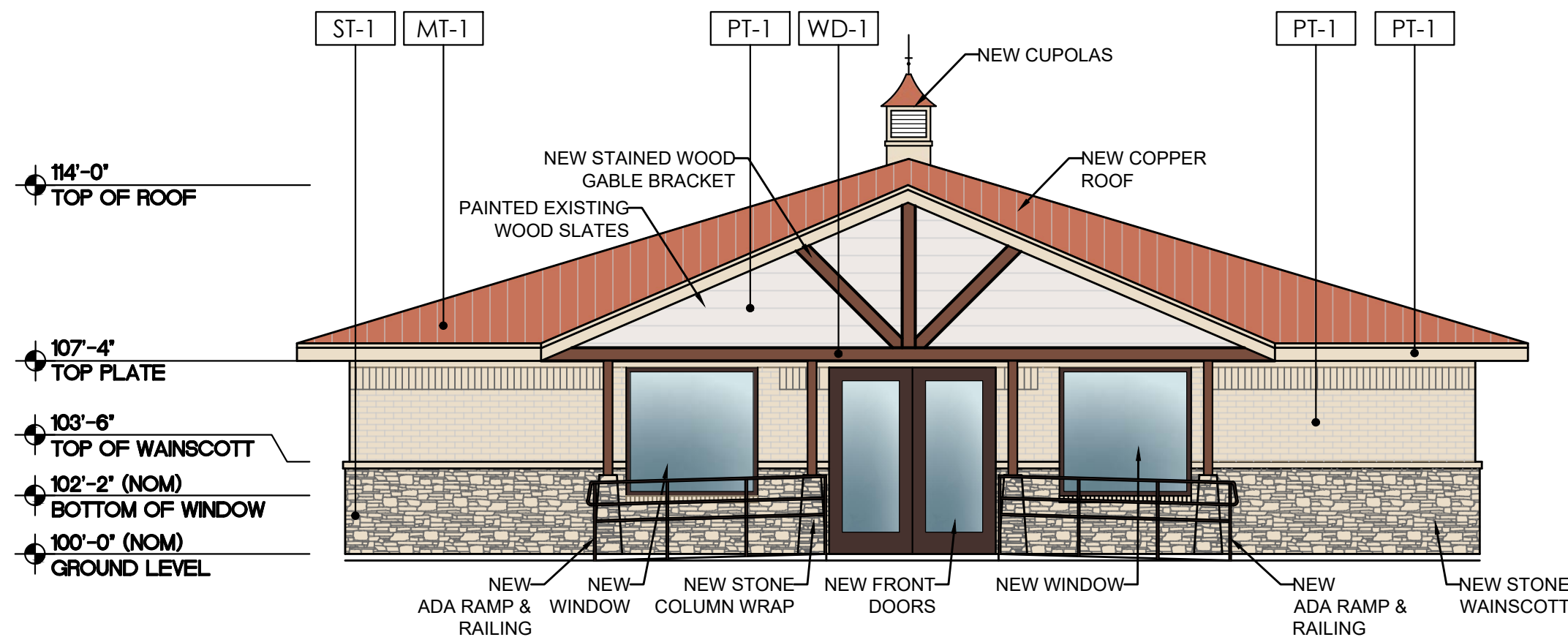
5311 Colleyville Blvd

- Residential
- Institutional
- Colleyville Blvd Corridor
- Open Space; Parks
- Subject Property

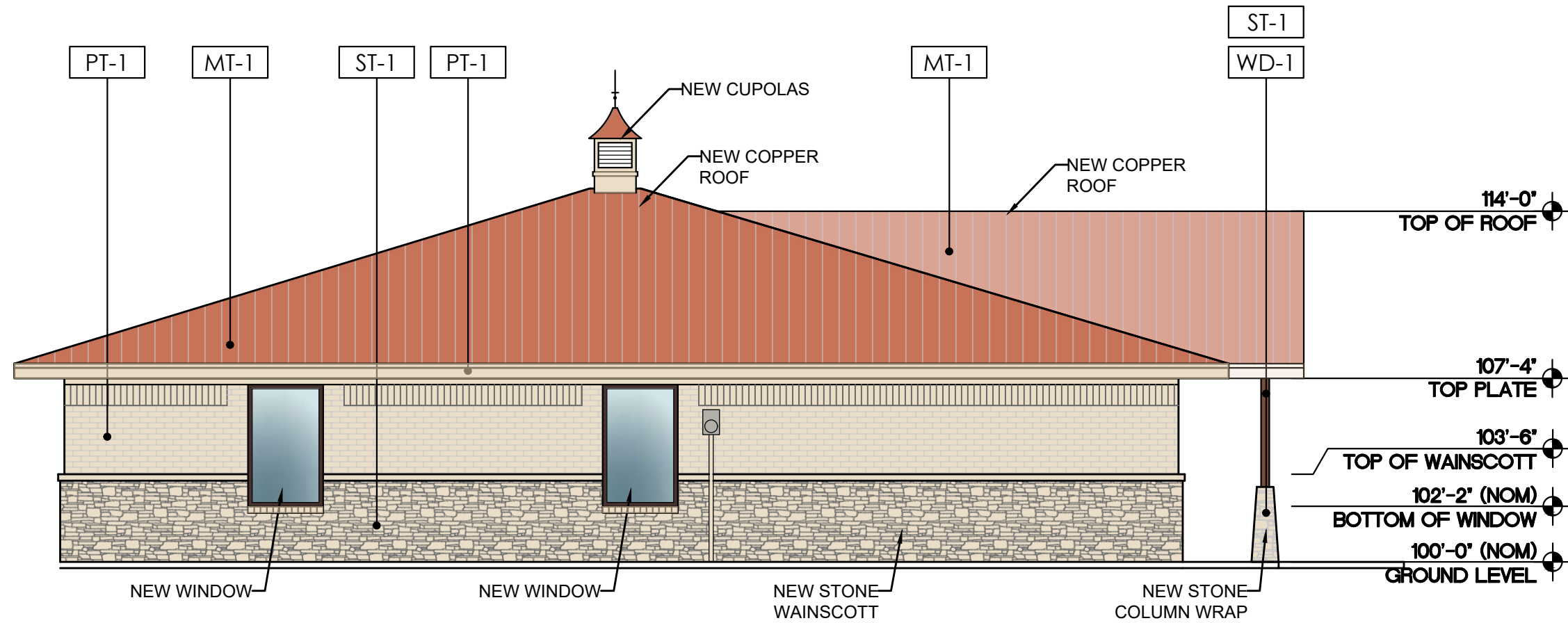




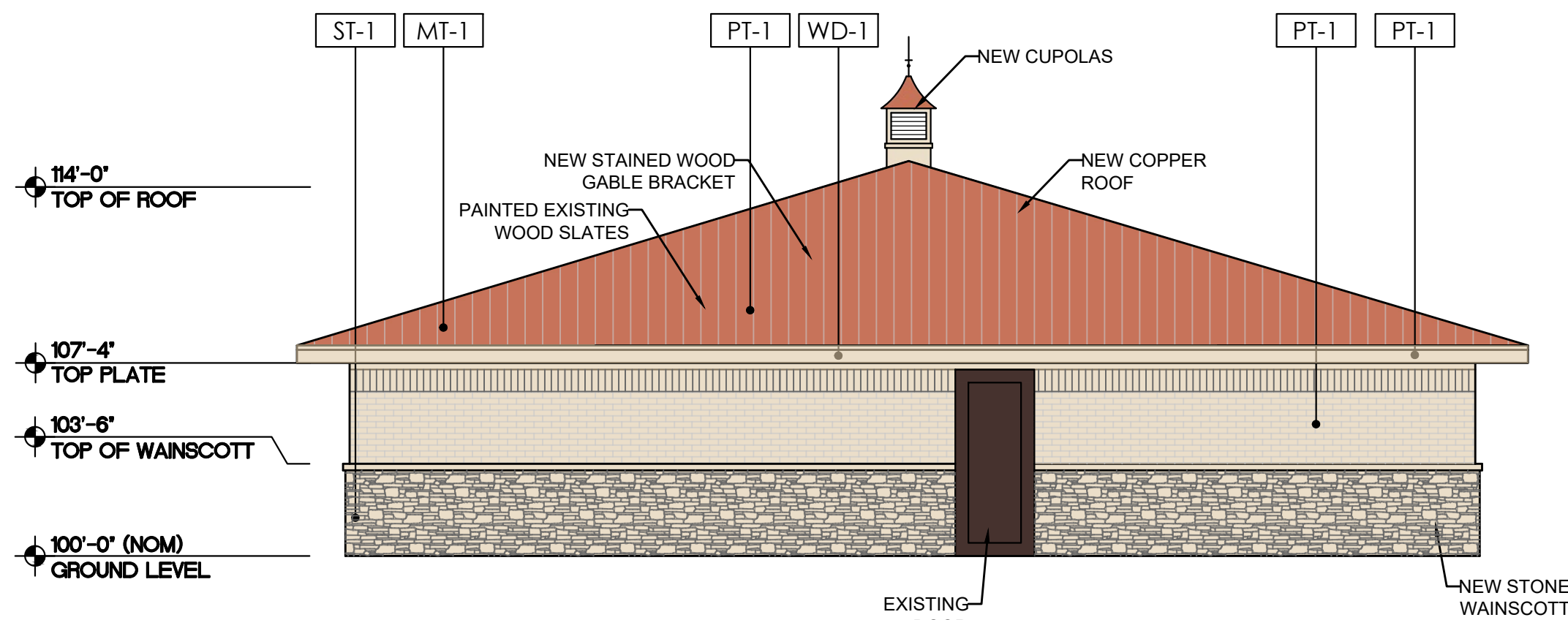
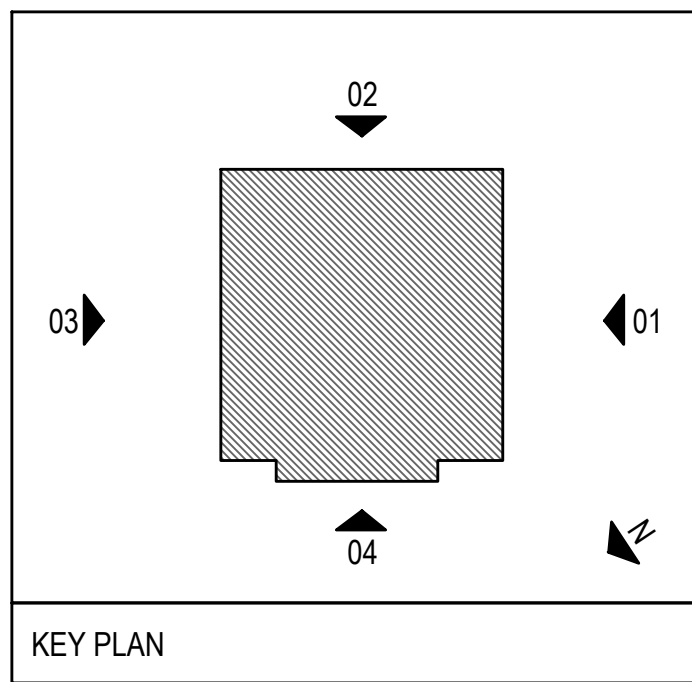
05 FULL FRONT ELEVATION
SCALE: 3/16"=1'-0"



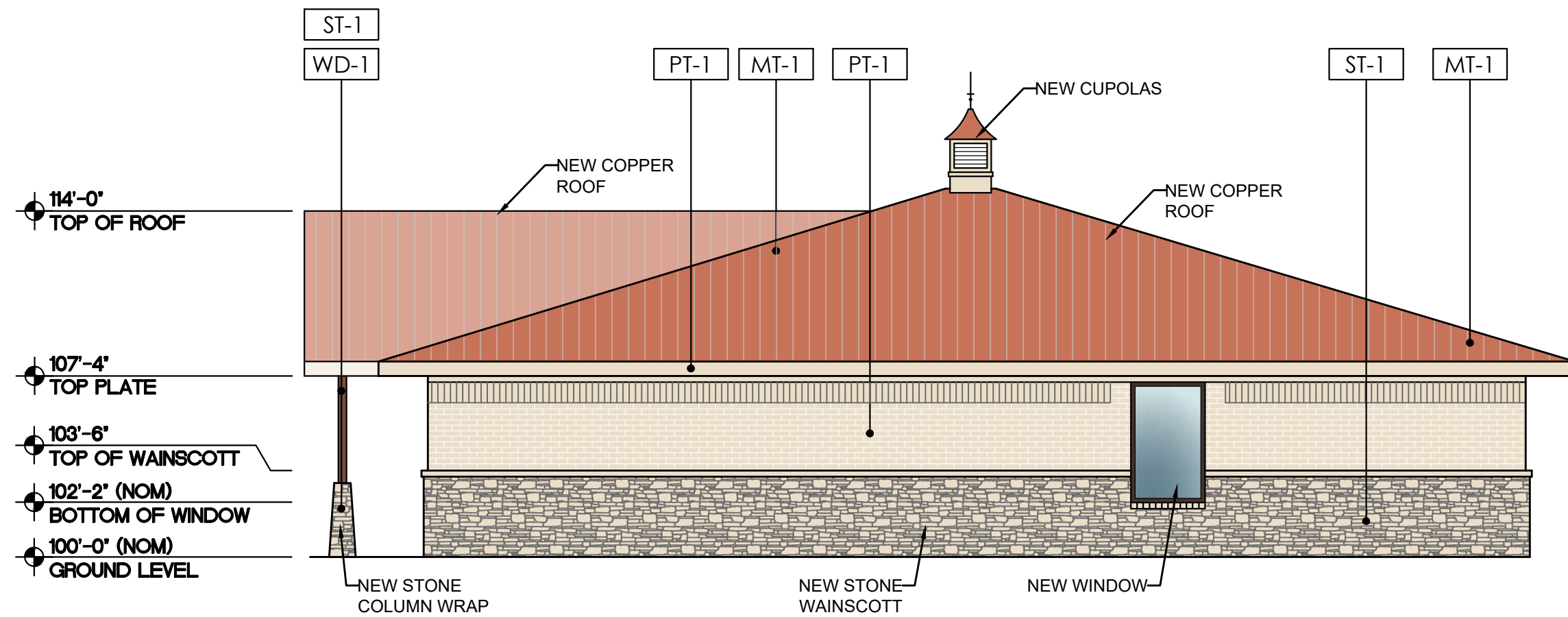
04 FRONT OFFICE ELEVATION (WEST)
SCALE: 3/16"=1'-0"



03 SIDE OFFICE ELEVATION (NORTH)
SCALE: 3/16"=1'-0"



02 FRONT OFFICE ELEVATION (EAST)
SCALE: 3/16"=1'-0"



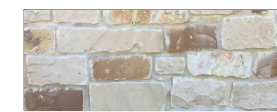
01 SIDE OFFICE ELEVATION (SOUTH)
SCALE: 3/16"=1'-0"

EXTERIOR MATERIAL CALCULATIONS

FACADE PRIMARY / SECONDARY	WEST ELEVATION		SOUTH ELEVATION		EAST ELEVATION		NORTH ELEVATION		TOTAL OF ALL ELEVATIONS	
	PRIMARY FACADE		SECONDARY FACADE		SECONDARY FACADE		SECONDARY FACADE			
MATERIALS	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE
TOTAL AREA	398 SQ FT	--	328 SQ FT	--	315 SQ FT	--	328 SQ FT	--	1,369 SQ FT	--
DOORS & WINDOWS	94 SQ FT	--	15 SQ FT	--	21 SQ FT	--	29 SQ FT	--	159 SQ FT	--
ELEV. SQ. FOOTAGE (EXCLUSIVE OF DOORS & WINDOWS)	304 SQ FT	100%	313 SQ FT	100%	294 SQ FT	100%	299 SQ FT	100%	1,210 SQ FT	100%
BRICK	100 SQ FT	33%	160 SQ FT	51%	153 SQ FT	52%	150 SQ FT	50%	563 SQ FT	47%
STONE	115 SQ FT	38%	153 SQ FT	49%	141 SQ FT	48%	149 SQ FT	50%	558 SQ FT	46%
WOOD	89 SQ FT	29%	--	--	--	--	--	--	89 SQ FT	7%

MATERIAL LEGEND

ST-1: STONE
JACOBS STONE PRODUCTS
THIN VENEER - CHOPPED
COLOR: SADDLEWOOD



WD-1: STAINED WOOD
TBD
COLOR: ENGLISH CHESTNUT



MT-1: COPPER ROOF



PT-1: FIELD COLOR
TBD
TBD



DESIGN SET

W

WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

ISSUED FOR INTERIM REVIEW

THIS DOCUMENT IS NOT TO
BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.
GERALD A. WARD, AIA

DATE: JUNE, 2022

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76034

Drawn By VD-MV

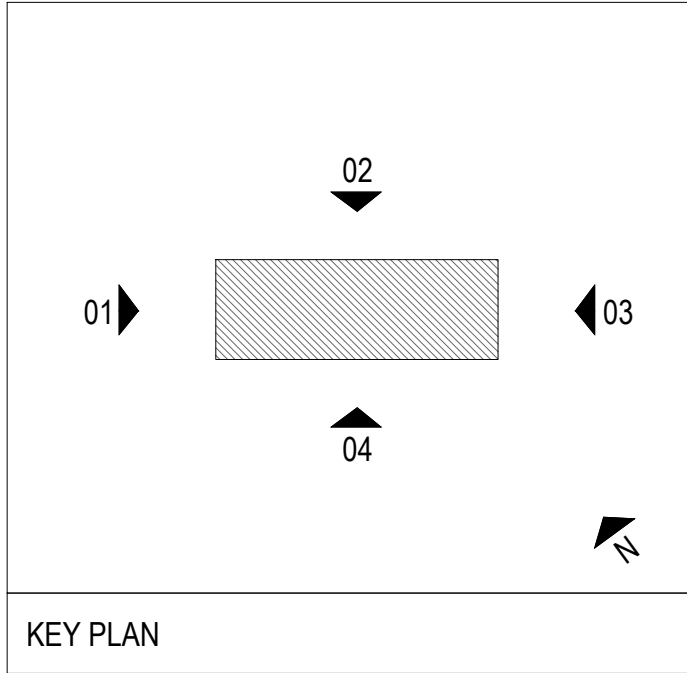
Checked By GW

Project No: 22-72

Issue Date: 6-8-2023

Revisions

No.	Date	Description
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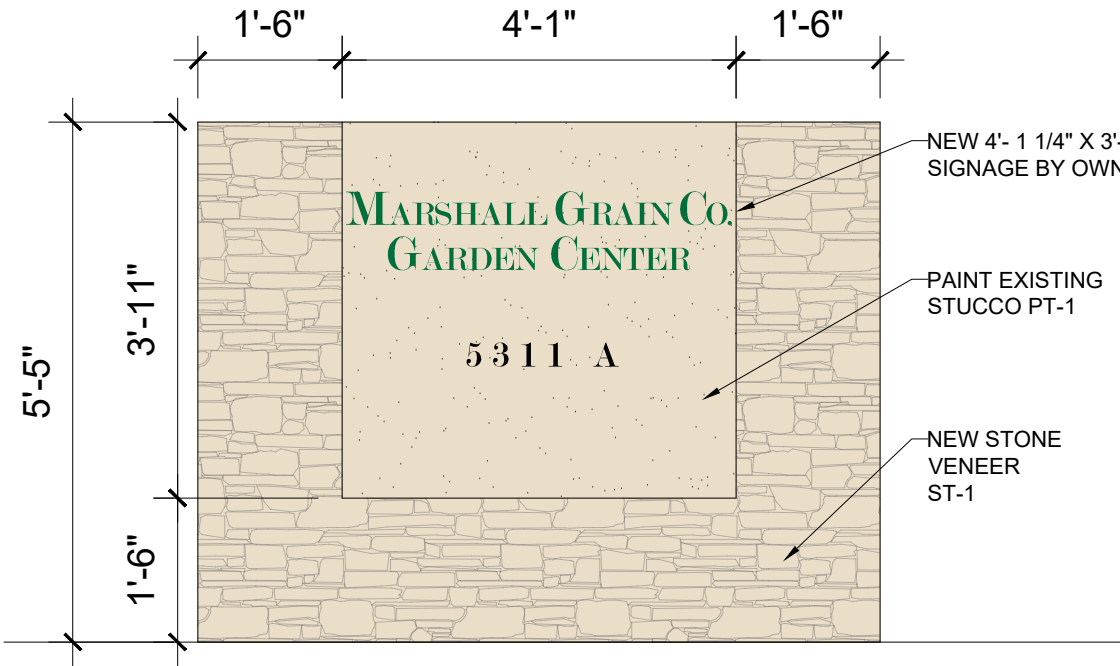


EXTERIOR MATERIAL CALCULATIONS

FACADE PRIMARY / SECONDARY	WEST ELEVATION		NORTH ELEVATION		EAST ELEVATION		SOUTH ELEVATION		TOTAL OF ALL ELEVATIONS	
	PRIMARY FACADE		PRIMARY FACADE		SECONDARY FACADE		SECONDARY FACADE			
MATERIALS	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE	AREA S.F.	PERCENTAGE
TOTAL AREA	472 SQ FT	--	1,349 SQ FT	--	472 SQ FT	--	1,349 SQ FT	--	3,642 SQ FT	--
DOORS & WINDOWS	120 SQ FT	--	--	--	168 SQ FT	--	--	--	288 SQ FT	--
ELEV. SQ. FOOTAGE (EXCLUSIVE OF DOORS & WINDOWS)	352 SQ FT	100%	1,349 SQ FT	100%	304 SQ FT	100%	1,349 SQ FT	100%	3,354 SQ FT	100%
BRICK	304 SQ FT	30%	1,349 SQ FT	100%	304 SQ FT	100%	1,349 SQ FT	100%	3,306 SQ FT	99%
STUCCO	48 SQ FT	38%	--	--	--	--	--	--	48 SQ FT	1%

MATERIAL LEGEND

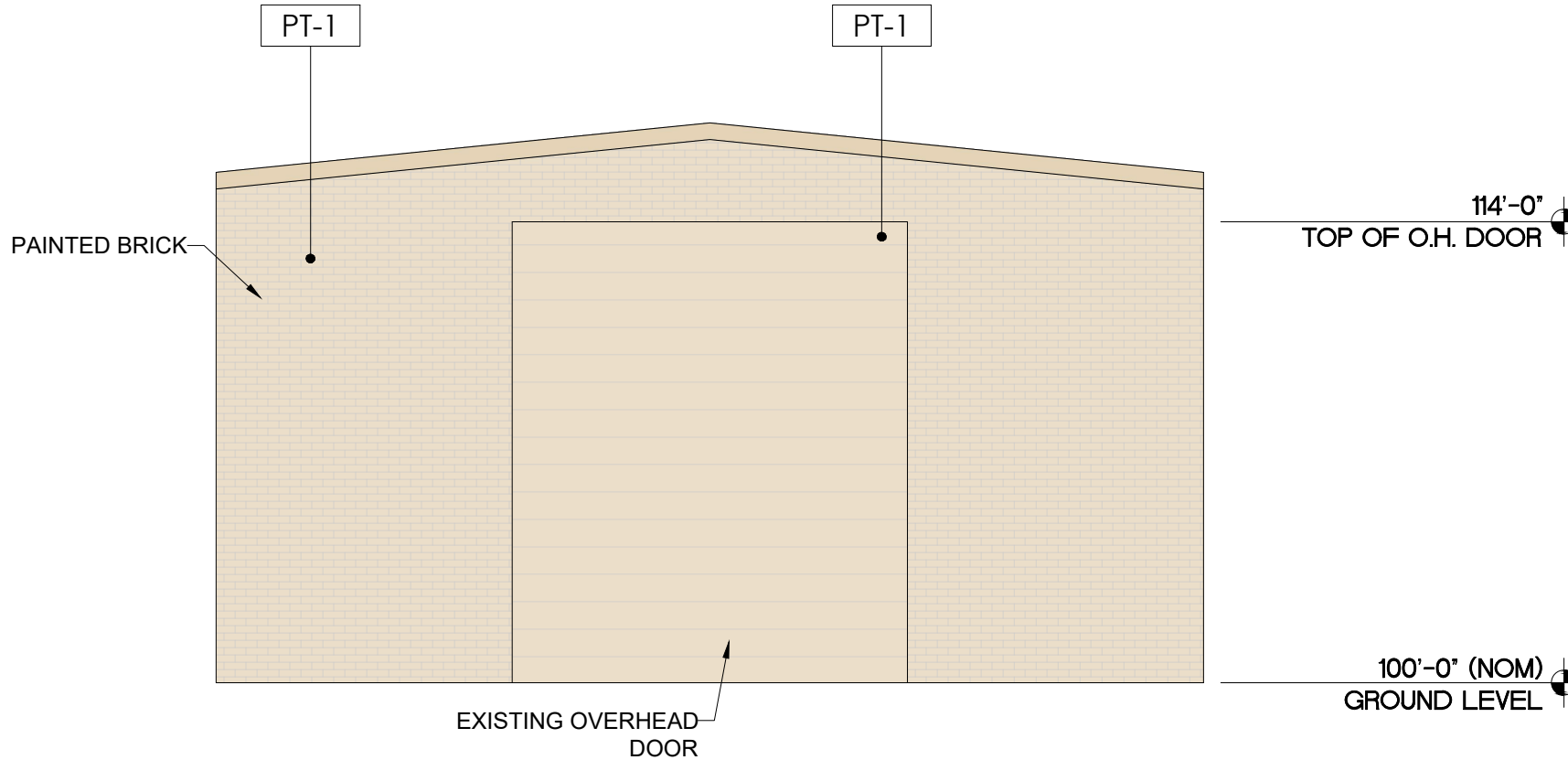
PT-1: FIELD COLOR TBD TBD		ST-1: STONE JACOBS STONE PRODUCTS THIN VENEER - CHOPPED	
---------------------------------	--	---	--



05 MONUMENT SIGN
SCALE: 1/2"=1'-0"



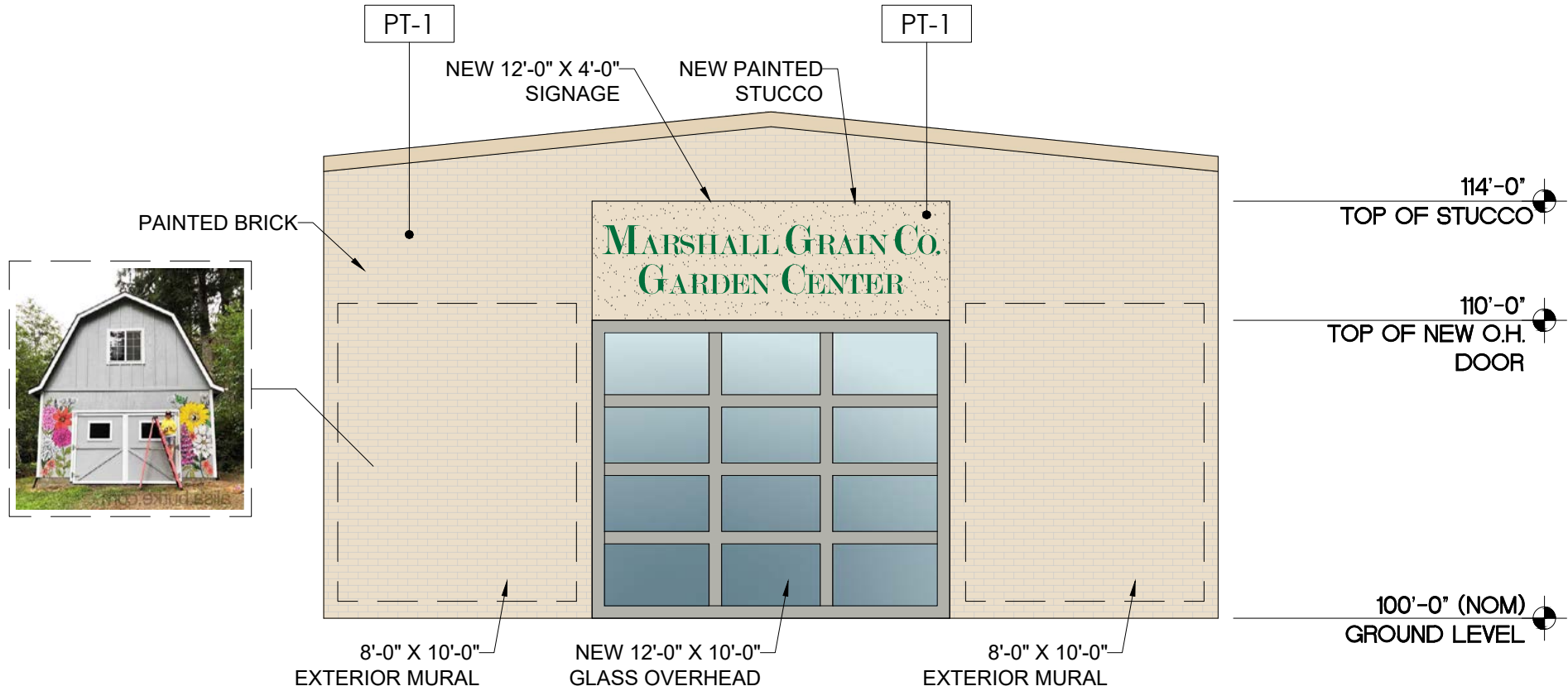
04 BACK GARAGE ELEVATION (SOUTH)
SCALE: 3/16"=1'-0"



03 BACK GARAGE ELEVATION (EAST)
SCALE: 3/16"=1'-0"

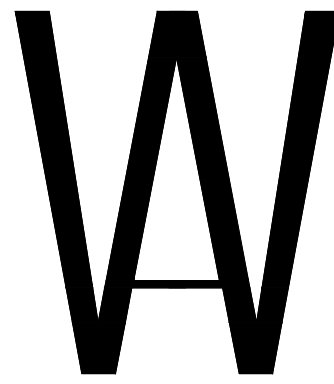


02 SIDE ELEVATION (TO GARDEN CENTER) (NORTH)
SCALE: 3/16"=1'-0"



01 FRONT GARAGE ELEVATION (WEST)
SCALE: 3/16"=1'-0"

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5004 THOMPSON TERRACE SUITE 107
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817-281-5600

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Drawn By VD-MV
Checked By GW
Project No: 22-72
Issue Date: 6-8-2023

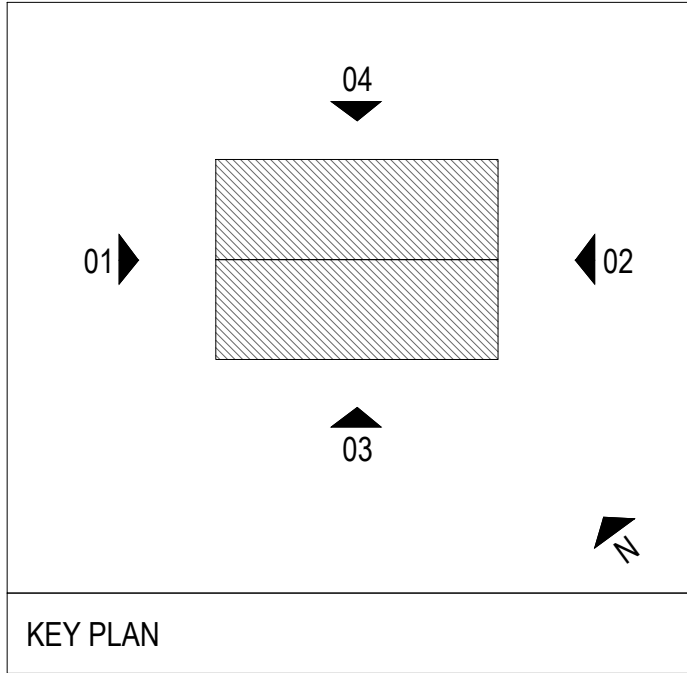
Revisions		
No.	Date	Description

Issued: DESIGN SET

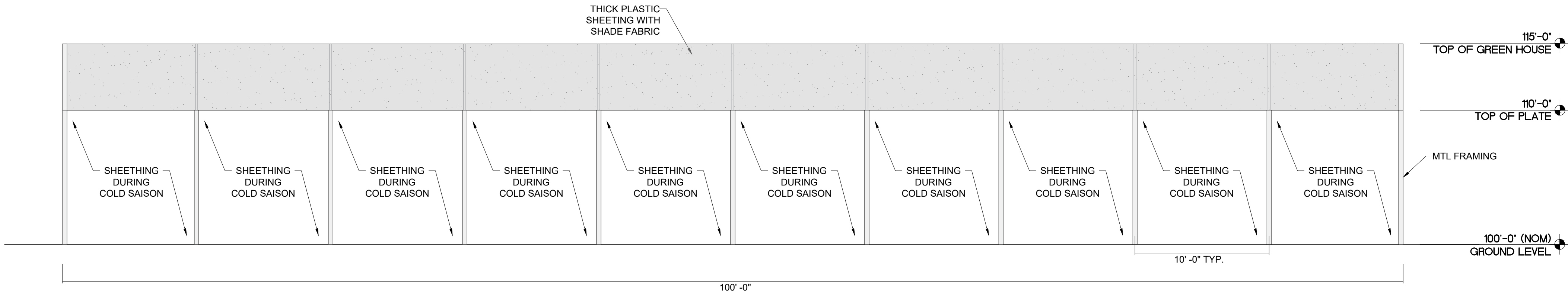
Sheet Title
COLOR
EXTERIOR
ELEVATIONS

A3.03

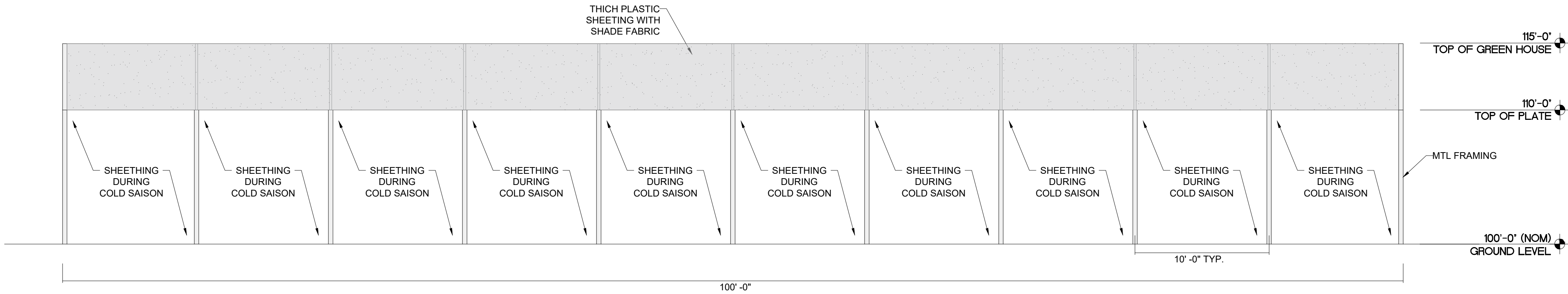
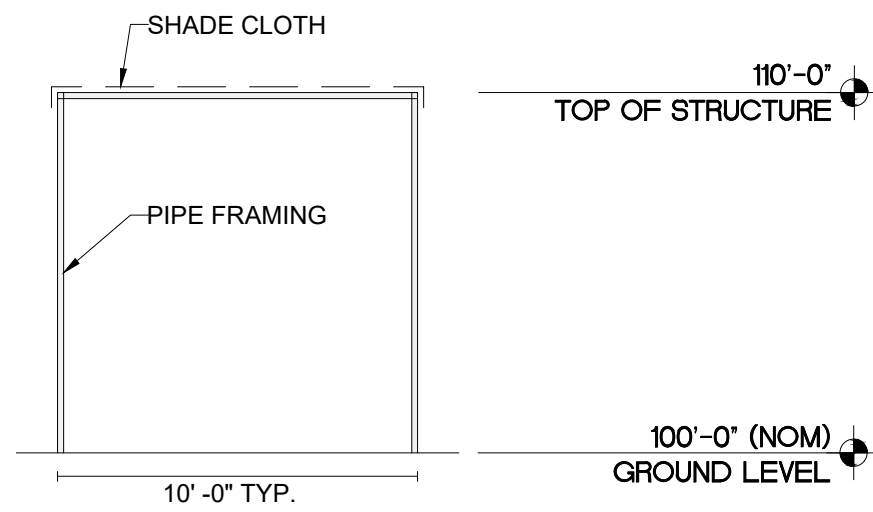
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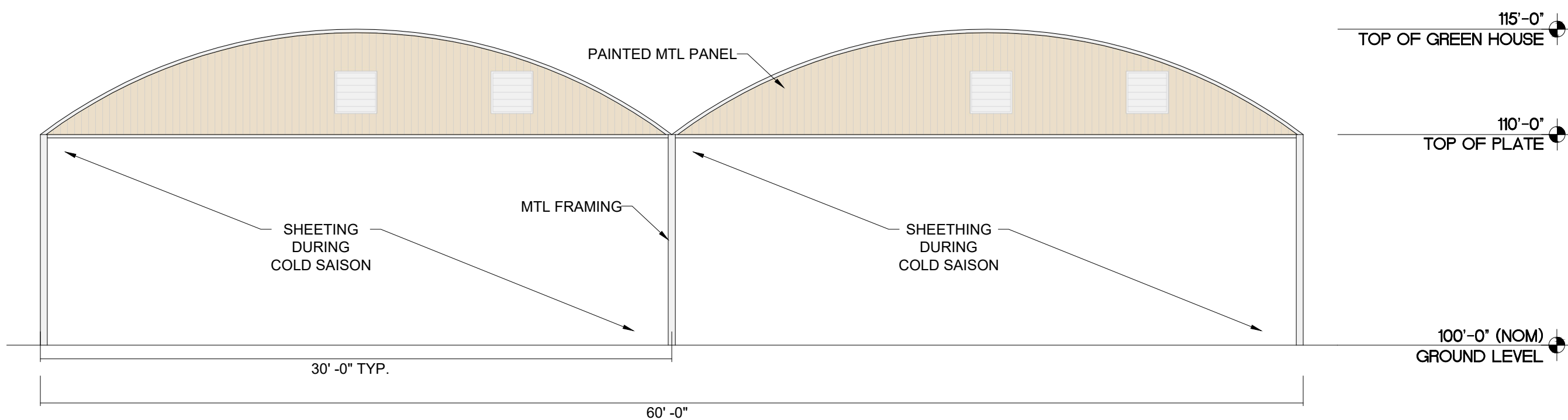
MATERIAL LEGEND			
PT-1: FIELD COLOR TBD TBD		MTL-2 : MTL FRAMING / PIPE FRAMING	
		PL-1 : THICK PLASTIC SHEETING	



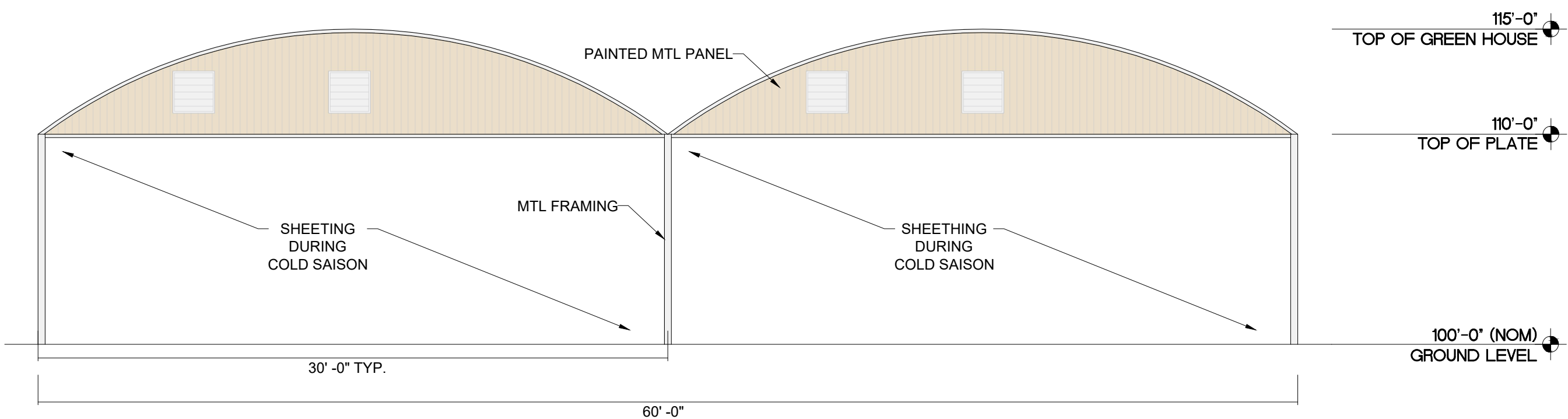
04 SIDE GREEN HOUSE ELEVATION (NORTH)
SCALE: 3/16"=1'-0"



03 SIDE GREEN HOUSE ELEVATION (SOUTH)
SCALE: 3/16"=1'-0"

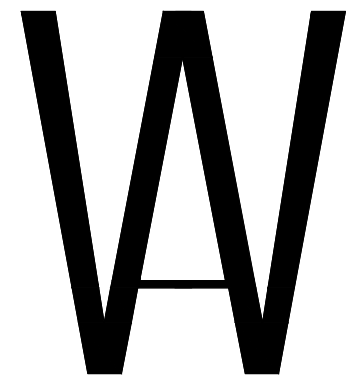


02 BACK GREEN HOUSE ELEVATION (EAST)
SCALE: 3/16"=1'-0"



01 FRONT GREEN HOUSE ELEVATION (WEST)
SCALE: 3/16"=1'-0"

DESIGN SET



WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
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GERALD A. WARD, AIA

DATE: JUNE, 2022

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5311 COLLEYVILLE BLVD
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Drawn By VD-MV

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Revisions

No.	Date	Description
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Issued: DESIGN SET

Sheet Title

COLOR
EXTERIOR
ELEVATIONS

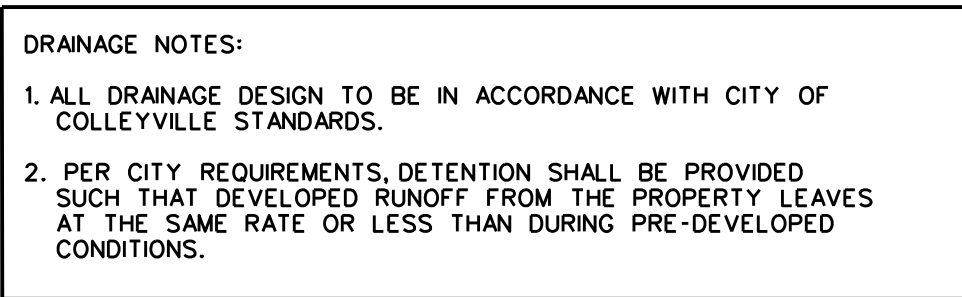
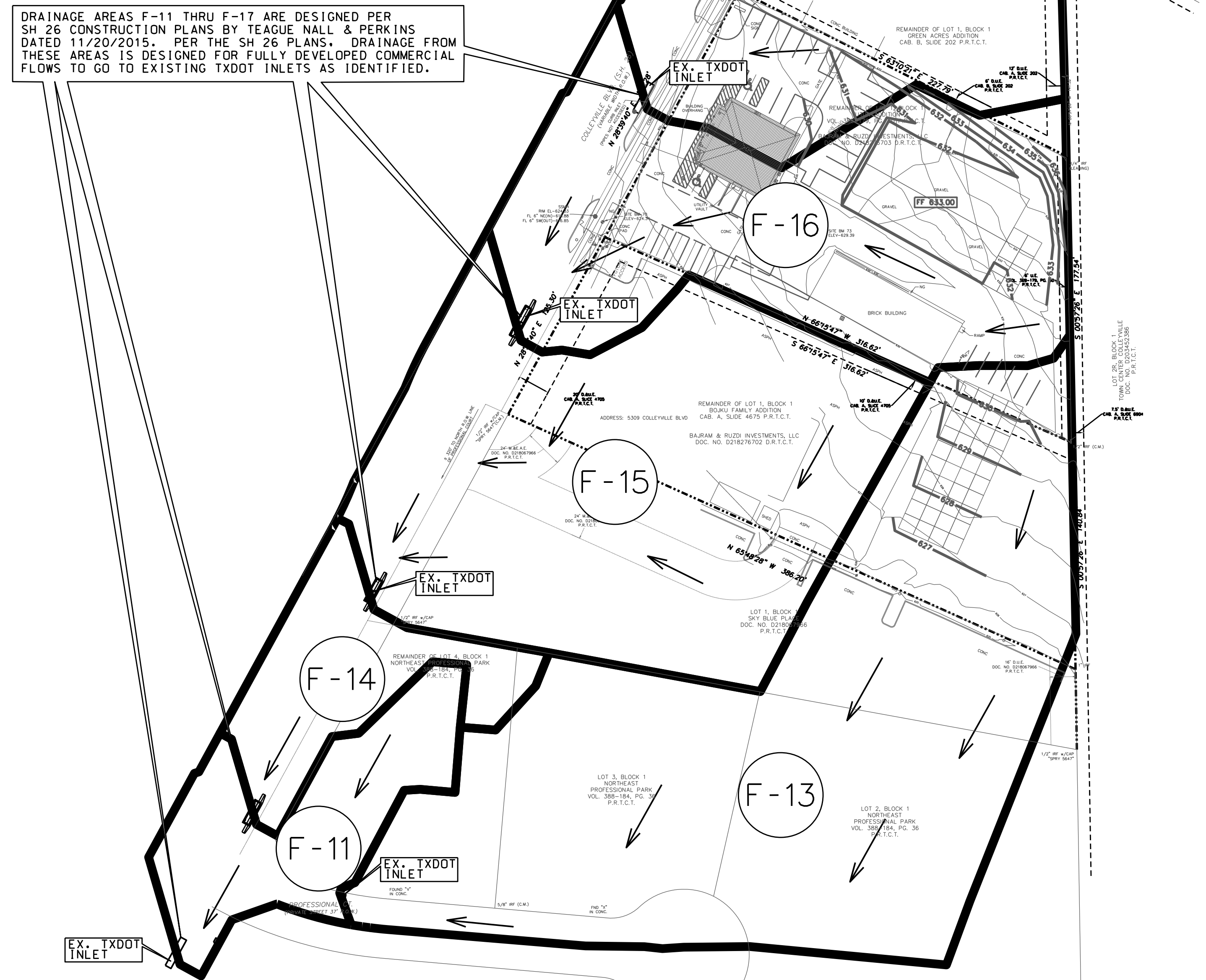
A3.04

Sheet Number









BASIS:

- Q = CIA (Rational Method)
- Q = Storm discharge (cubic feet per second)
- C = runoff coefficient, based on land use
- I = average rainfall intensity for time of concentration (inches per hour) (per ISWM)
- A = area contributing runoff (acres)

RUNOFF COEFFICIENT:

- C = 0.30 Parks and Open Areas
- C = 0.40 Developed Park Sites
- C = 0.70 Office/Neighborhood Commercial
- C = 0.85 Commercial/Industrial

STORM FREQUENCY:

5 Years - Enclosed Pipe System
100 Years - Combined Enclosed Pipe System + Street + R.O.W.

TIME OF CONCENTRATION:

Combination of inlet time and time of flow in the drain being the time for water to flow over the surface of the ground to the storm drain inlet (onsite - offsite, if applicable)

MINIMUM INLET TIME OF CONCENTRATION:

Parks, Open Areas, Single Family	15 minutes
Multi-Family, Commercial, Schools, Business	10 minutes

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PREPARED BY, OR UNDER SUPERVISION OF:

KEITH M. HAMILTON	87384	\$DATES\$
	PE NO.	DATE

POST-DEVELOPED SITE DRAINAGE DATA (CITY OF COLLEYVILLE DRAINAGE CRITERIA)										
MARK	AREA (ACRE)	C	Tc (MIN.)	I5 (IN/HR)	I10 (IN/HR)	I100 (IN/HR)	Q5 (CFS)	Q10 (CFS)	Q100 (CFS)	COMMENTS
F-11	0.37	0.85	10	5.74	6.51	9.24	1.8	2.1	2.9	
F-13	2.02	0.85	10	5.74	6.51	9.24	9.8	11.2	15.9	
F-14	0.32	0.85	10	5.74	6.51	9.24	1.6	1.8	2.5	
F-15	1.45	0.86	10	5.74	6.51	9.24	7.2	8.1	11.5	
F-16	1.13	0.87	10	5.74	6.51	9.24	5.6	6.4	9.1	
F-17	1.21	0.85	10	5.74	6.51	9.24	5.9	6.7	9.5	

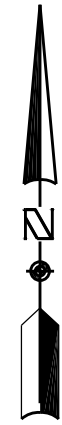
NO.	REVISION	BY	DATE	JOB
				217-061
				6-5-23
				K. M. H.
				DESIGNED
				K. M. H.
				DRAWN
				K. M. H.
				CHECKED
				K. M. H.
				TEAMS REGISTERED
				NUMBER 171
				NUMBER F-5560

CONSTRUCTION MATERIALS AND METHODS SHALL BE PER NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) AND IN STRICT ACCORDANCE WITH THE CITY OF COLLEYVILLE'S STANDARD DETAILS.

!!!IMPORTANT!!!
CONTOURS REPRESENT FINISHED GRADES. ALL PAVING SHALL BE EXCAVATED TO SUBGRADE PER TYPICAL PAVING SECTIONS (SEE DETAILS).

!!! CRITICAL !!!
LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON PUBLIC RECORDS. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

SCALE 1" = 20'
0 10 20 40 FEET

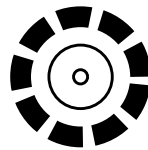


SITE GRADING LEGEND

FF = FINISHED FLOOR
TP = TOP PAVEMENT
TI = TOP INLET
TO = TOP GRADE INLET
TC = TOP CURB
GT = GUTTER
FG = FINISHED GRADE
TW = TOP WALL
BW = BOTTOM WALL
FL = FLOW LINE
→ FLOW DIRECTION

— 650 — EXISTING ELEVATION CONTOUR

— 660 — PROPOSED ELEVATION CONTOUR



TREE PROTECTION

CONSTRUCTION NOTES:

AREAS DISTURBED BY CONSTRUCTION WILL BE FULLY SODDED WITH NATIVE BERMUDA GRASS OR HYDROMULCHED AS DIRECTED BY ENGINEER.

ALL CONCRETE INTERFACES AND CHANGES IN CONCRETE THICKNESS WILL HAVE AN EXPANSION JOINT FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS PROVIDED.

ALL SIDEWALKS SHALL CONFORM TO A.D.A. REQUIREMENTS.

ALL SIDEWALKS SHALL BE BACKFILLED TO FINISHED GRADE SO AS NOT TO IMPEDE DRAINAGE.

ALL EXISTING/NEW CONCRETE INTERFACES SHALL BE PROVIDED WITH DOWELED EXPANSION JOINT CONSISTING OF PREMOLOD EXPANSION JOINT MATERIAL AND SEALANT.

MATCH ALL WATER METERS, SANITARY SEWER CLEANOUTS, ETC. WITH FINISHED GRADE

!! FINAL GRADING NOTE !!

FINISHED GRADES SHOWN HEREON REPRESENT TOP OF PAVING, TOP OF SOD AND/OR LANDSCAPING, UNLESS NOTED OTHERWISE.

UNDER NO CIRCUMSTANCES SHALL SOD OR LANDSCAPING BE PLACED ABOVE THE BRICK LEDGE. FINAL GRADE SHALL ENSURE POSITIVE FLOW AWAY FROM THE BUILDING AND OTHER STRUCTURES.

! CONTRACTOR NOTICE !

ALL SIDEWALKS, AND PAVED AREAS, REQUIRING ADA ACCESS SHALL BE CONSTRUCTED WITH 5% (MAX.) SLOPE AND 2.0% (MAX.) CROSS SLOPE IN ORDER TO ENSURE A.D.A. ACCESS TO ALL ENTRANCES. IF ANY GRADES AND/OR CONTOURS SHOWN ON THIS PLAN CONFLICT WITH THESE PARAMETERS, THE CONTRACTOR SHALL REPORT SUCH DISCREPANCIES (IN WRITING) FOR RECONCILIATION BEFORE CONSTRUCTION COMMENCES.

ROUGH GRADING SHALL BE WITHIN 0.1 FT + OR - OF FINISHED GRADES SHOWN. UNDER PAVEMENT AND/OR BUILDING FINISHED FLOORS, FINISHED GRADES SHALL BE CONSTRUCTED TO THE TOP OF SUBGRADE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ADA ACCESSIBILITY TO ALL DOORWAYS, ETC. IF ANY GRADES AS SHOWN ON THE PLANS CONFLICT WITH T&A/ADA ACCESSIBILITY GUIDELINES, THE DISCREPANCIES SHALL BE REPORTED IMMEDIATELY, IN WRITING, TO THE ENGINEER FOR RECONCILIATION.

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, CLEARING AND REMOVAL OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES THAT MAY CONFLICT WITH PROPOSED LAYOUT.
- THE TOP FOUR (4") INCHES OF TOP SOIL SHALL BE REMOVED FROM SITE AND STOCKPILED FOR LANDSCAPE USE. ALL CUT OR FILL SLOPES TO BE 3H:1V OR FLATTER UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO THE ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO, TRENCH BACKFILL, SIDE SLOPES, FENCES, IRRIGATION SYSTEMS, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS, ROADWAYS, ETC.
- ALL FILL AND STABILIZATION PROCEDURES SHALL BE PER GEOTECHNICAL REPORT. AT MINIMUM, SELECT FILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95" STANDARD PROCTOR DENSITY. FIELD DENSITY TESTS SHALL BE PERFORMED BY GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE. ALL COSTS FOR TESTING SHALL BE BORNE BY THE CONTRACTOR.
- DRAINAGE SHALL NOT BE DIRECTED TOWARD THE BUILDING PAD. PROVIDE A MINIMUM OF 1% SLOPE AROUND BUILDING PAD.
- SEE PAVING PLAN FOR CONCRETE SPECIFICATIONS AND LAYOUT.
- CONTRACTOR SHALL FURNISH ALL CONSTRUCTION STAKING.
- ALL PARKING LOT PAVING SHALL BE REINFORCED PER PAVING PLAN.
- ANY PUBLIC SIDEWALKS SHALL BE CONSTRUCTED PER CITY OF COLLEYVILLE STANDARDS. IF SIDEWALKS ARE TO BE ON PRIVATE PROPERTY THEY SHALL BE AS PER THESE DRAWINGS. ANY SIDEWALKS WITHIN TXDOT RIGHT-OF-WAY SHALL BE PER TXDOT DETAILS (SEE CSWD-08(FW) OF DRIVEWAY PERMIT).
- TOPOGRAPHICAL SURVEY INFORMATION OBTAINED FROM SPOONER & ASSOCIATES, INC. LOCATED IN EULESS, TEXAS..
- CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL T.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

HAMILTON
DUFFY, PC
CONSULTING

CIVIL & ENVIRONMENTAL ENGINEERS - PLANNERS - CONSTRUCTION MANAGERS
8241 MID-CITIES BLVD., SUITE 100 - N. RICHLAND HILLS, TEXAS 76182
PHONE (817) 268-0408 FAX (817) 284-8408

MARSHALL GRAIN CO.

5311 COLLEYVILLE BLVD.
COLLEYVILLE, TEXAS

GRADING PLAN

PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION.
BIDDING AND CONTRACTING SHALL BE
PREPARED BY, OR UNDER SUPERVISION OF:
KEITH M. HAMILTON 87384 \$DATE\$
PE NO. DATE

NO.	REVISION	BY	DATE	JOB	217-061	DATE	6-5-23	DESIGNED	K.M.H.	DRAWN	K.M.H.	CHECKED	K.M.H.	TEXAS REGISTERED ENGINEERING FIRM NUMBER F-5260

SHEET

C1.02



APPROX. AREA DISTURBED = 0.8 ACRES



			Totals
Lot or Project Area			39,277
Total Protected Tree Canopy	12.4%		4,876
Protected Tree Canopy in Exempt			11
Required Canopy Preservation	70%		3,413
Preserved Non-Exempt Canopy			4,876
Preserved Exempt Tree Canopy			0
Total Preservation Credit	100%		4,876
DBH Removed (all non-exempt/in.)			0
DBH Removed (Heritage/in.)			0
Mitigation Planting Required (in.)			0
Mitigation Payment Required			\$0.00
Violation Planting Required (in.)			0
Violation Payment Required			\$0.00
Tree Preservation Deficit			0
(lowest that will round up to whole %)			

Diagram illustrating tree protection and pruning techniques.

Tree Protection:

- ROOT PRUNE AT BACK OF PROPOSED CURB/PAVEMENT WITH CONCRETE SAW OR OTHER APPROVED TOOL.
- FINISH GRADE
- CRITICAL ROOT ZONE: 1" RADIUS FOR EVERY INCH OF DBH
- INSTALL 6 FT ORANGE VINYL PROTECTIVE FENCE AT CRITICAL ROOT ZONE - ALL PROTECTED TREES.
- DO NOT PARK OR DRIVE VEHICLES OR CONSTRUCTION EQUIPMENT IN CRITICAL ROOT ZONE.
- DO NOT MODIFY GRADE IN CRITICAL ROOT ZONE UNLESS APPROVED BY CITY ARBORIST.
- DO NOT WASH OUT CONCRETE TRUCKS OR STORE ANY CONSTRUCTION MATERIALS IN CRITICAL ROOT ZONE.

Tree Pruning:

- STEP 1 - UNDERCUT LIMB
- STEP 2 - CUT LIMB
- STEP 3 - CUT STUB AT COLLAR

TREE PROTECTION FENCING/PRUNING

SCALE: NONE

TREE PRUNING

SCALE: NONE



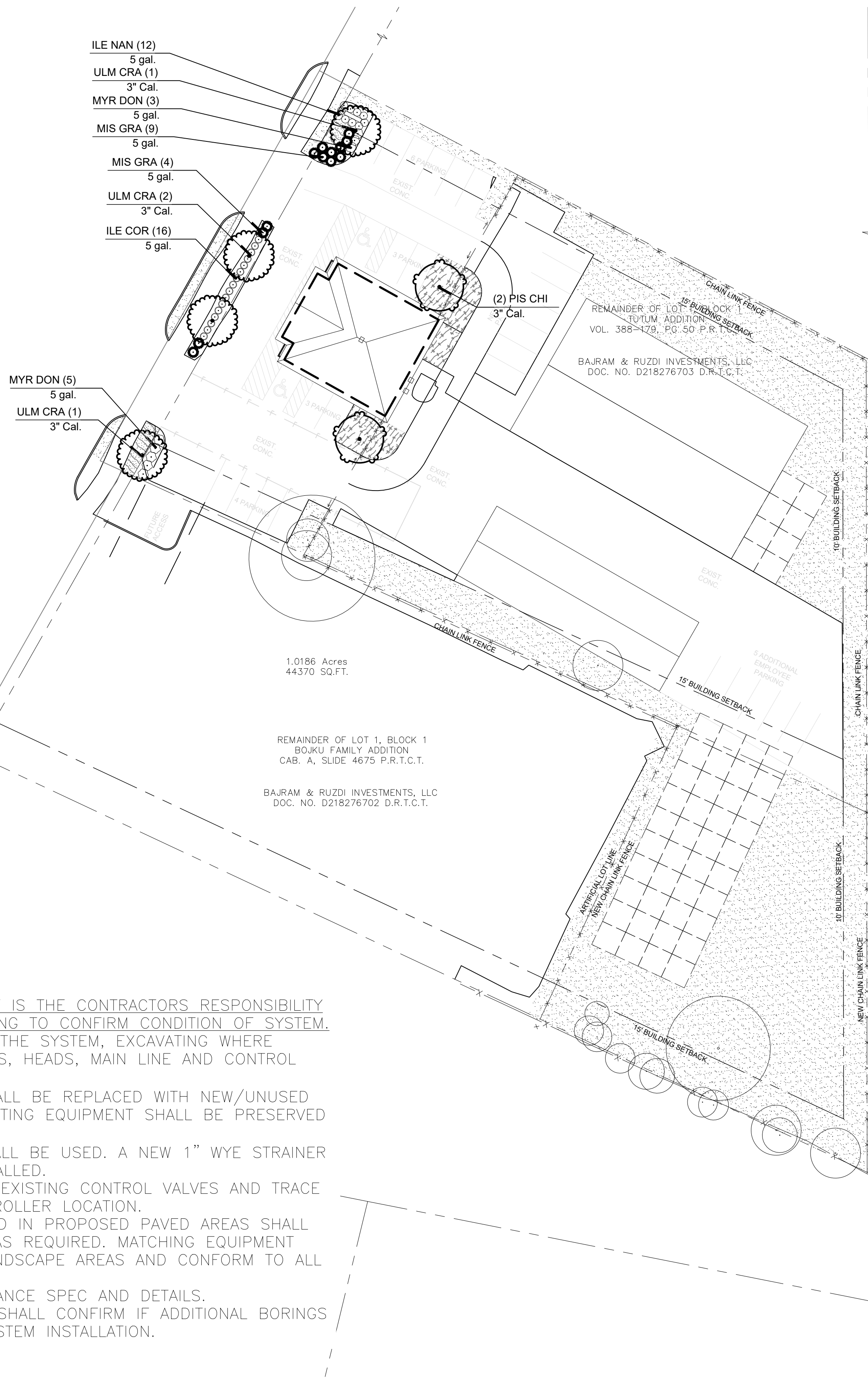
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREG CUPPETT, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2672 ON 06/05/23. WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING, PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL REGULATION. NO PERSON MAY MAKE ANY MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

DESIGN SET

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By	VD	
Checked By	GW	
Project No:	22-72	
Issue Date:	--	
Revisions		
No.	Date	Description
Issued: DESIGN SET		
Sheet Title		

L-1
Sheet Number



IRRIGATION COMMENTS:

- SITE HAS EXISTING IRRIGATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE BEFORE BIDDING TO CONFIRM CONDITION OF SYSTEM. THIS SHALL INCLUDE ACTIVATING THE SYSTEM, EXCAVATING WHERE NECESSARY AND LOCATING VALVES, HEADS, MAIN LINE AND CONTROL WIRES.
- ALL BROKEN/MISSING HEADS SHALL BE REPLACED WITH NEW/UNUSED EQUIPMENTS. ALL OPERABLE EXISTING EQUIPMENT SHALL BE PRESERVED AND PROTECTED.
- EXISTING 1" METER/1" DCVA SHALL BE USED. A NEW 1" WYE STRAINER AND BALL VALVE SHALL BE INSTALLED.
- CONTRACTOR SHALL LOCATE ALL EXISTING CONTROL VALVES AND TRACE WIRING BACK TO ORIGINAL CONTROLLER LOCATION.
- ANY EXISTING IRRIGATION LOCATED IN PROPOSED PAVED AREAS SHALL BE REMOVED AND CAPPED OFF AS REQUIRED. MATCHING EQUIPMENT SHALL BE INSTALLED IN NEW LANDSCAPE AREAS AND CONFORM TO ALL LAWS, ORDINANCES AND CODES.
- REFERENCE IRRIGATION PERFORMANCE SPEC AND DETAILS.
- PRIOR TO BIDDING CONTRACTOR SHALL CONFIRM IF ADDITIONAL BORINGS ARE REQUIRED TO COMPLETE SYSTEM INSTALLATION.

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-344-8377
TEXAS ONE CALL SYSTEMS 1-800-245-4545
LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5



BEFORE YOU DIG...

NOTE:
ABSOLUTELY NO TRENCHING WITHIN EXISTING TREE AREAS. ALL TRENCHING SHOULD STAY OUTSIDE THE CRITICAL ROOT ZONE OF EXISTING TREES AT A MINIMUM. LAYOUT TRENCHING PLAN FOR OWNER APPROVAL PRIOR TO CONSTRUCTION.

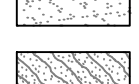
TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. SOD TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

NOTE:
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.

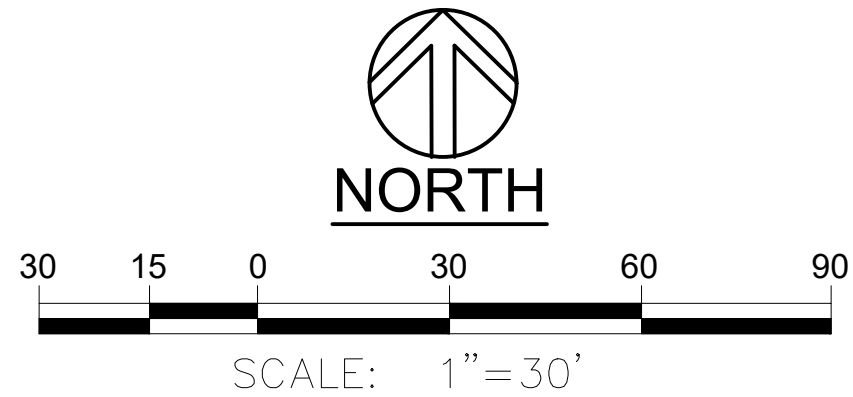
CITY OF COLLEYVILLE LANDSCAPE REQUIREMENTS

REQUIRED SITE LANDSCAPING	20% OF TOTAL SITE TO BE LANDSCAPE AREA	
	REQUIRED	PROVIDED
	59,690 SF X 20% =11,938 SF	16,556 SF
REQUIRED STREET YARD LANDSCAPING	50% OF REQUIRED LANDSCAPE AREA TO BE IN STREET YARD	
	REQUIRED	PROVIDED
	11,938 X 50% = 5,969 SF	1,845 SF
REQUIRED STREET FRONTAGE TREES	1 TREE REQUIRED PER EVERY 40 FT OF FRONTAGE	
	REQUIRED	PROVIDED (3")
	174 / 40' = 5 TREES	4 NEW TREES
REQUIRED STREET FRONTAGE SHRUBS	1 SHRUB REQUIRED PER EVERY 5 FT OF FRONTAGE	
	REQUIRED	PROVIDED
	174 / 5 = 35 SHRUBS	44 SHRUBS (5G)
REQUIRED PARKING LOT LANDSCAPING	140 SF LANDSCAPE AREA REQUIRED PER EVERY 18 SPACES	
	REQUIRED	PROVIDED
	28/18 X 140 =218 SF	757 SF
REQUIRED PARKING LOT TREES	1 TREE PER EVERY 18 SPACES	
	REQUIRED	PROVIDED (3")
	23 SPACES/18 = 2 TREES	2 TREES

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS	
	PIS CHI	2	Pistacia chinensis	Chinese Pistache	3" Cal.	10' Min.	As Shown	Single Straight Trunk	
	ULM CRA	4	Ulmus crassifolia	Cedar Elm	3" Cal.	12' Height Min	As Shown	Single Straight Trunk	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS	
	ILE COR	16	Ilex cornuta	Chinese Holly	5 gal.	24" min.	36" O.C.		
	ILE NAN	10	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5 gal.	18"-24"	36" O.C.		
	MIS GRA	13	Miscanthus sinensis 'Gracillimus'	Eulalia Grass	5 gal.	18"-24"	48" O.C.		
	MYR DON	8	Myrica cerifera 'Don's Dwarf'	Don's Dwarf Wax Myrtle	5 gal.	24" min.	48" O.C.		
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	SPACING	REMARKS
	CYN DAC	21,585 sf	Cynodon dactylon	Bermudagrass	Solid Sod				
	LIR BIG	169	Liriope muscari 'Big Blue'	Big Blue Lilyturf	4" pots		12" O.C.	12" o.c.	
	TRA ASI	1,003	Trachelospermum asiaticum	Asiatic Jasmine	4" pots		12" O.C.	12" o.c.	

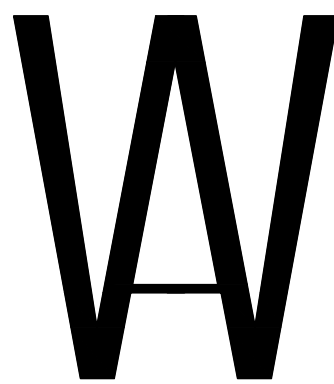
NOTE: PRUNE LOWER BRANCHES OF ALL EXISTING TREES IN VISIBILITY TRIANGLE AS REQUIRED BY CITY



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LANDSCAPE PLAN

DESIGN SET



WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

ISSUED FOR INTERIM REVIEW
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GERALD A. WARD, AIA
DATE: OCTOBER, 2022

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By		VD
Checked By		GW
Project No:		22-72
Issue Date:		--
Revisions		
No.	Date	Description

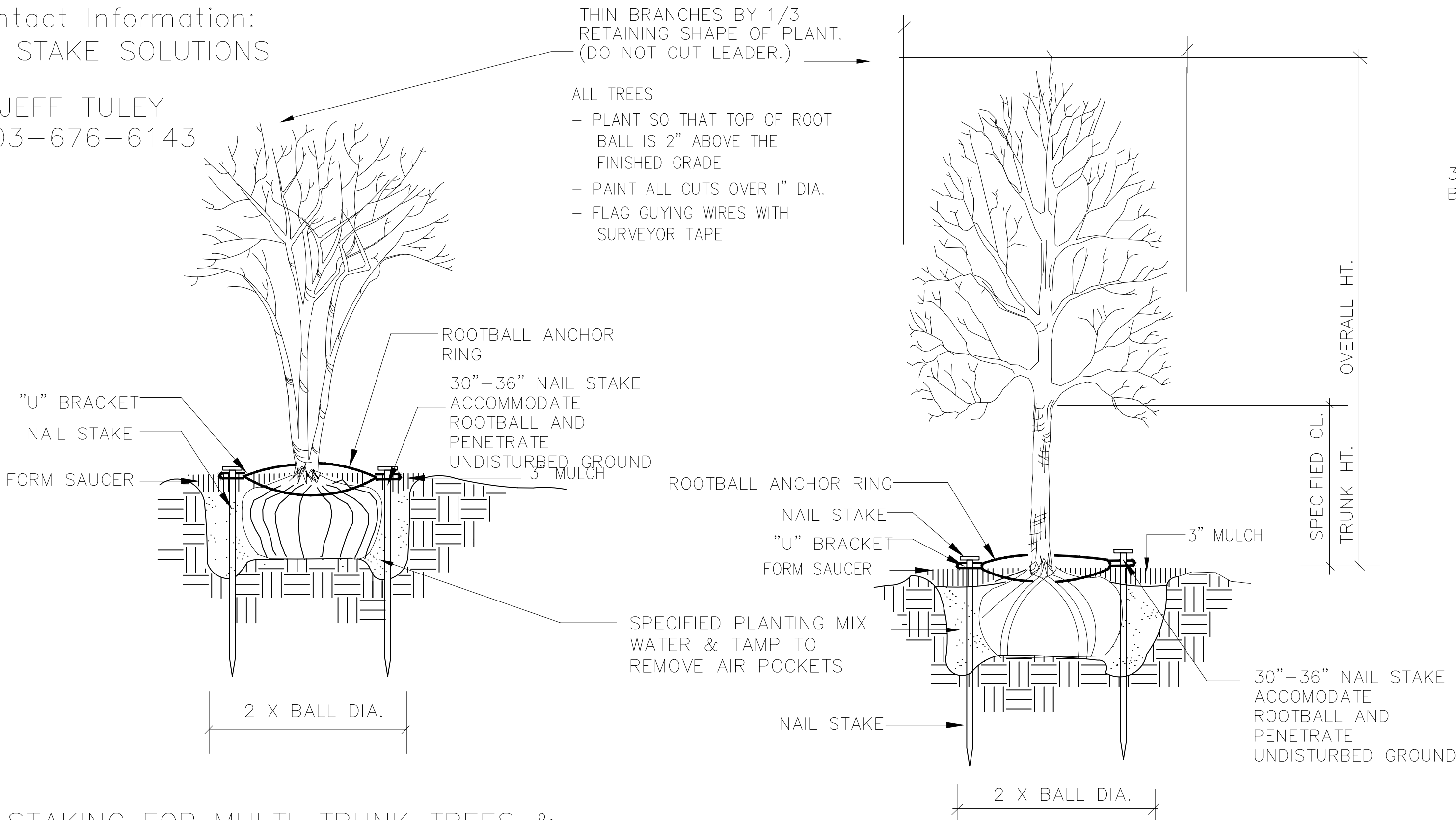
Issued: DESIGN SET
Sheet Title

L-2

Sheet Number

Contact Information:
TREE STAKE SOLUTIONS

JEFF TULEY
903-676-6143

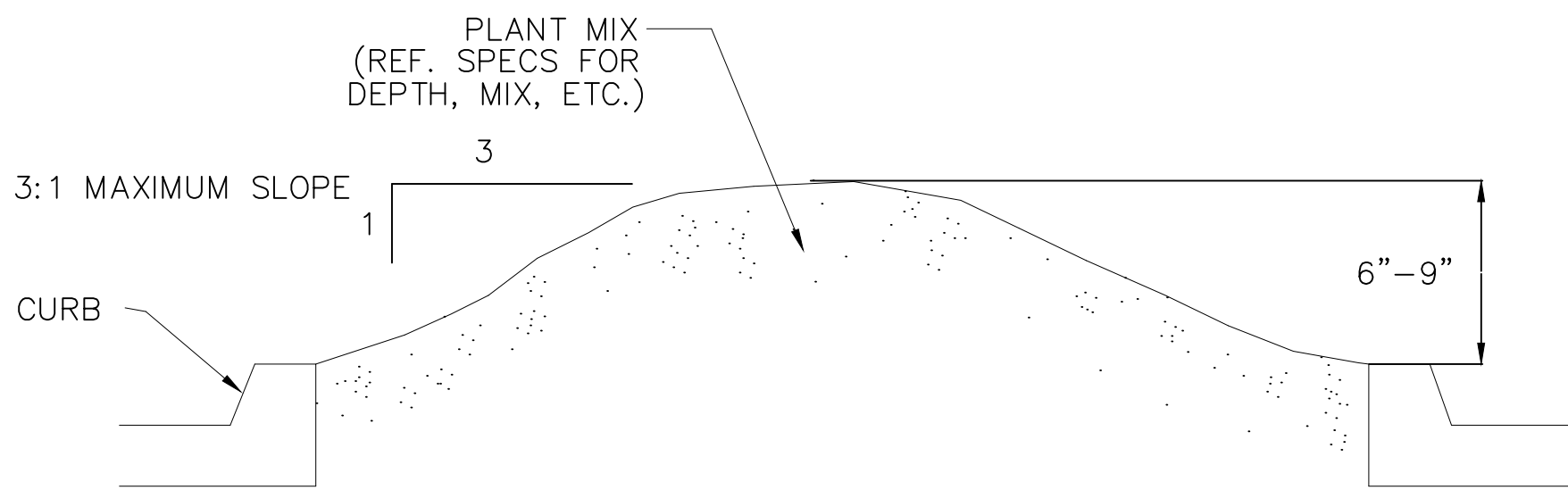


STAKING FOR MULTI-TRUNK TREES &
TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE

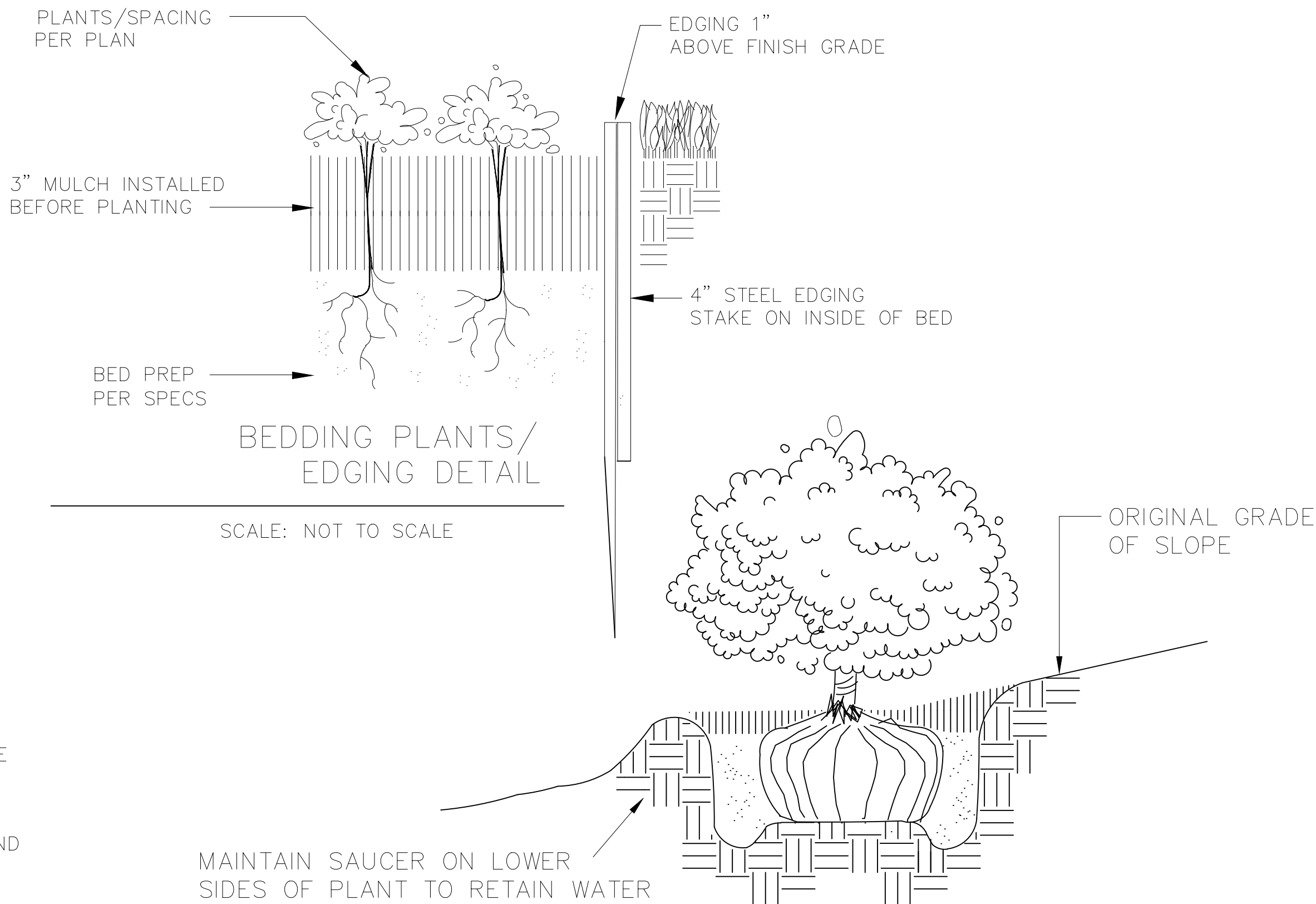
SAFETY STAKE BY TREE STAKE SOLUTIONS

SCALE: NOT TO SCALE



TYPICAL PARKING LOT ISLAND MOUNDING

SCALE: NOT TO SCALE

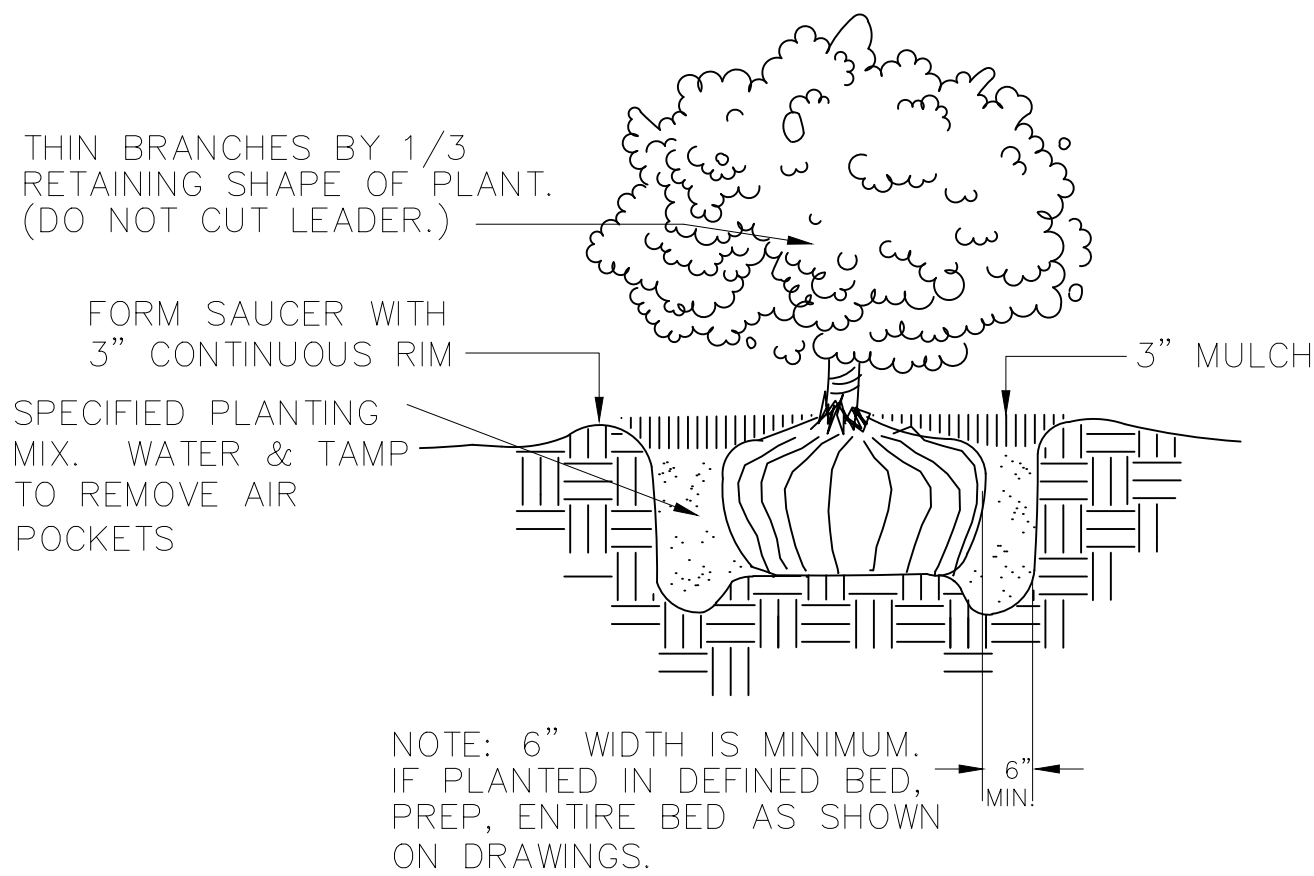


BEDDING PLANTS/
EDGING DETAIL

SCALE: NOT TO SCALE

TREE/SHRUB PLANTING ON SLOPES

SCALE: NOT TO SCALE



SHRUB PLANTING

SCALE: NOT TO SCALE



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PLANTING DETAILS

DESIGN SET

W

WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

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5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

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Revisions		
No.	Date	Description

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Sheet Title

L-3

Sheet Number

SECTION 02830

TREES, SHRUBS, AND GROUNDCOVERS

PART I GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope
- Bed prep
 - Metal edging
 - Topsoil
 - Planting
 - Mulching
 - Guarantee
- B. Related Work Specified Elsewhere
- General Requirements – All locations
 - Section 02740 – Irrigation Trenching
 - Section 02750 – Irrigation
 - Section 02800 - Lawns

1.02 QUALITY ASSURANCE

- A. Contractor Qualifications
- Minimum of three (3) years experience on projects of similar characteristics and size.
- B. Reference Standards:
- American Joint Committee Of Horticultural Nomenclature: Standardized Plant Names, Second Edition, 1942;
 - American Association Of Nurserymen: American Standard For Nursery Stock, 1973
- C. Substitutions
- Substitutions accepted only upon written approval of Landscape Architect and Owner.
 - Submit substitutions possessing same characteristics as indicated on plans and specifications.
- D. Inspection and Testing
- The project Owner's representative reserves the right to inspect and tag plants at the place of growth with the Contractor.
 - Inspection at place of growth does not preclude the right of rejection due to improper digging or handling.
 - Owner's representative reserves the right to request soil samples and analysis of soil and plant mix. Remove or correct unacceptable soil. Cost of testing by Contractor.

1.03 SUBMITTALS

- A. Certificates
- Submit State and Federal certificates of inspection with invoice. (Only if required by Landscape Architect.)
 - File certificates with Owner's representative prior to material acceptance.

1.04 PRODUCT DELIVERY, STORAGE, & HANDLING

- A. Preparation of Delivery
- Balled & Burlaped (B&B) Plants
 - Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after replanting.
 - Ball with firm, natural ball of soil, wrapped tightly with burlap covering entire ball.
 - Ball size and ratios: conform to American Association of Nurserymen standards unless otherwise shown on plant list.
 - Pack plant material to protect against climatic & seasonal damage, as well as breakage injuries during transit.
 - Securely cover plant tops with ventilated tarpaulin or canvas to minimize wind-whipping and drying in transit.
 - Pack and ventilate to prevent sweating of plants during transit. Give special attention to insure prompt delivery and careful handling to point of delivery at job site.
- B. Delivery
- Deliver fertilizer, fertilizer tablets, peat, mulch, soil additives, and amendment materials to site in original, unopened containers, bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law.
 - Deliver plants with legible identification and size labels on example plants.
 - Protect during delivery to prevent damage to root ball or desiccation of leaves.
 - Notify Owner's representative of delivery schedule in advance so plant material may be inspected upon arrival at job site.
 - Deliver plants to job site only when areas are prepared.
- C. Storage
- Protect roots of plant material from drying or other possible injury with wetted mulch or other acceptable material.
 - Protect from weather.
 - Maintain and protect plant material not to be planted immediately upon delivery.
- D. Handling
- Do not drop plants.
 - Do not damage ball, trunk, or crown.
 - Lift and handle plants from bottom of container or ball.

1.05 JOB CONDITIONS

- A. Planting Season - Perform actual planting only when weather and soil conditions are suitable in accordance with locally acceptable practices.
- B. Protection - Before excavations are made, take precautionary measures to protect areas trucked over and where soil is temporarily stacked.

1.06 GUARANTEE

- A. Guarantee new plant material for one year after acceptance of final installation (ie. Final Acceptance of project).
- B. Make replacement (one per plant) during one year guarantee period at appropriate season with original plant type, size and planting mixture.
- C. Repair damage to other plants, lawns, & irrigation caused during plant replacement at no cost to Owner.
- D. Use only plant replacements of indicated size and species.

PART II PRODUCTS

2.01 MATERIALS

- A. Plant Materials
- Hardy under climatic conditions similar to locality of project.
 - True to botanical and common name variety.
 - Sound, healthy, vigorous, well branched, and densely foliated when in leaf; with healthy well-developed root system.
 - Free from disease, insects, and defects such as knots, sun-scald, windburn, injuries, disfigurement, or abrasions.
 - Conform to measurements after pruning with branches in normal positions.
 - Conform to American Association of Nurserymen standards unless shown differently on plant list.
 - Trees:
 - Single, straight trunks, unless indicated otherwise
 - Trees with weak, thin trunks not capable of support will not be accepted.
 - All multi-stem trees are to have a minimum of three stems, similar in size and shape, with a spread of approximately 2/3 of the height. All yaupons to be female. Crape myrtle color selection by Landscape Architect.
 - Nursery grown stock only.
 - Subject to approval of Landscape Architect.
 - Seasonal color:
 - Annuals in 4" pots or as specified
 - Perennials in 4" pots, clumps, bulbs as specified
- B. Topsoil
- Natural, fertile, friable soils having a textural classification of loam or sandy loam possessing characteristics of soils in vicinity which produce heavy growth of crops, grass, or other vegetation.
 - Free of subsoil, brush, organic litter, objectionable weeds, clods, shale, stones ½" diameter or larger, stumps, roots or other material harmful to grading, planting, plant growth, or maintenance operations.
 - Presence of vegetative parts of Bermuda grass (Cynodon dactylon), Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of topsoil.
 - Test topsoil (cost by Contractor):
 - Available nitrogen
 - Available phosphorus
 - Available potash
 - Iron
 - Ph: 5.5 to 7.0
 - Decomposed organic matter: 6-10%
- C. Mulch
- Top Dressing Mulch – Shredded cypress or hard wood only
 - Mulch for soil prep – Shredded pine bark
 - In pre-packaged bags only; bulk shredded material is unacceptable
- D. Peat Moss Commercially available baled peat moss or approved equivalent.
- E. Staking Material
- Stakes for tree support:
 - Construction grade yellow pine, stain brown
 - Size as noted on plans
 - Wires:
 - Padded with rubber hose to protect tree
 - Galvanized
 - With galvanized turnbuckle
 - Evenly tighten turnbuckles with plant in vertical position.
- F. Water
- Free of oils, acids, alkali, salt, and other substances harmful to plant growth
 - Location: Furnish temporary hoses and connections on site.

- G. Sand – Washed builders sand

- H. Antidesicant – "Wilt-proof" or equal.

- I. Edging – 3/16" X 4" green, new and unused; with stakes.

2.02 MIXES

- D. Planting Mixture
- Existing topsoil – 50%
 - Shredded pine bark – 50%
 - Fertilizer 10:20:10 at 30 lb./1000 SF
- E. Planting Mix for Annuals/Perennials
- Prepare above mix
 - Add 2" of sand
- F. Azalea mix: solid peat moss in hole 9" wider than root ball each direction. Plant in solid peat moss and provide mound at base of plant to allow for drainage.
- G. Japanese maple, dogwood, camellias: Provide 50/50 peat moss to topsoil mix, raise for drainage.

PART III - EXECUTION

- 3.01 UTILITIES - verify location of all utilities prior to initiating construction; repair any damage caused by construction at no cost to owner.

3.02 INSPECTION

- A. Inspect plants for injury and insect infestation; prune prior to installation.
- B. Inspect site to verify suitable job conditions.

3.03 FIELD MEASUREMENTS

- A. Location of all trees and shrubs to staked in the field and approved by Owner's representative prior to installation.
- B. Location of all groundcover and seeding limits as shown on plans.

3.04 EXCAVATION FOR PLANTING

- A. Pits
- Shape - Vertical hand scarified sides and flat bottom.
 - Size for trees – 2 feet wider or twice the root ball, whichever is greater.
 - Size for shrubs – Size of planting bed as shown on drawings.
 - Rototill soil mix thoroughly, full depth.
 - NOTE: If beds are proposed beneath drip line of existing tree canopy, pocket prep plants. Do not roto-till beneath existing trees.
- B. Obstructions Below Ground
- Remove rock or underground obstructions to depth necessary to permit planting.
 - If underground obstructions cannot be removed, notify Owner's representative for instruction.
- C. Excess Soil - Dispense of unacceptable or excess soil away from the project site at Contractor's expense.

3.05 PLANTING

- A. General
- Set plants 2" above existing grade to allow for settling.
 - Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around ball.
 - Apply soil in accordance with standard industry practice for the region.
 - Thoroughly settle by water jetting and tamping soil in 6" lifts.
 - Prepare 3" dish outside root ball after planting.
 - Thoroughly water all beds and plants.
 - Stake trees and large shrubs as indicated on plans.
 - Apply anti-desicant according to manufacturer's instructions.
 - Apply commercially manufactured root stimulator as directed by printed instruction.
 - Plant and fertilize bedding plants per trade standards.
 - Apply 3" mulch top dressing.
- B. Balled Plants
- Place in pit of planting mixture that has been hand tamped prior to placing plant.
 - Place with burlap intact to ground line. Top of ball to be 2" above surrounding soil to allow for settling.
 - Remove binding at top of ball and lay top of burlap back 6".
 - Do not pull wrapping from under ball, but cut all binding cord.
 - Do not plant if ball is cracked or broken before or during planting process or if stem or trunk is loose.
 - Backfill with planting mixture in 6" lifts.
- C. Container Grown Plants
- Place in pit on planting mixture that has been hand tamped prior to placing plant.
 - Cut cans on two sides with an acceptable can cutter, and remove root ball from can. Do not injure root ball.
 - Carefully remove plants without injury or damage to root balls.
 - Backfill with planting mixture in 6" lifts.
- D. Mulching
- Cover planting bed evenly with 3" of mulch.
 - Water immediately after mulching.
 - Where mulch has settled, add additional mulch to regain 3" thickness.
 - Hose down planting area with fine spray to wash leaves of plants.
- E. Pruning
- Prune minimum necessary to remove injured twigs and branches, dead wood, and succors; remove approximately 1/3 of twig growth as directed by landscape architect; do not cut leaders or other major branches of plant unless directed by landscape architect.
 - Make cuts flush, leaving no stubs.
 - Paint cuts over 1" diameter with approved tree wound paint.
 - Do not prune evergreens except to remove injured branches.

3.06 EDGING

- A. Stake edging alignment with string line prior to installation. Use framing square to insure right angles are true.
- B. Install all edging straight and true as indicated on drawings. Where edging layout is circular in design, maintain true and constant radii as shown.
- C. When required on slopes, make vertical cuts (approximately 6" on center) on bottom of edging to allow bending without crimping edging.
- D. Install edging so that approximately 1" is exposed on lawn side. Edging should not be visible from bed side after application of mulch.
- E. Align edging with architectural features (ie pavement joints, windows, columns, wall, etc.) when drawings indicate.
- F. Bend all corners, do not cut corners.
- G. Interlock all pieces with pre-fabricated connectors.
- H. Install with all stakes on inside of planting bed.
- I. Remove, file off all sharp corners and burrs.

3.07 CLEAN-UP

- A. Sweep and wash all paved surfaces.
- Remove all planting and construction debris from site, including rocks, trash and all other miscellaneous materials.

3.08 MAINTENANCE

- A. Contractor responsible for routine, and regular maintenance of site until Final Acceptance is awarded by Owner. Work includes:
- Weeding (weekly)
 - Watering (as required)
 - Pruning
 - Spraying
 - Fertilizing
 - Mulching
 - Mowing (weekly)
- B. Provide Owner and Landscape Architect with preferred maintenance schedule in writing. Schedule shall include the above-listed tasks and shall address all frequencies, rates, times, levels, etc.

END OF SECTION



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PLANTING SPECS

DESIGN SET

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34



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GERALD A. WARD, AIA
DATE: OCTOBER, 2022

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Checked By	GW	
Project No:	22-72	
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Revisions		
No.	Date	Description

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L-4
Sheet Number

SECTION 02800

FINISH GRADING, LAWN WORK, WILD FLOWERS

PART I - GENERAL

1.01 DESCRIPTION

- A. Work includes turf establishment (sod, hydromulch, etc.) as described on drawings.
- B. Make required analysis and material tests for topsoil, fertilizers, and other materials of similar character per current methods of the Association of Official Agricultural Chemists, when required.
- C. Grass seed shall conform to tolerances for germination and purity per applicable standards of U.S. Department of Agriculture.
- D. The turf contractor shall have a stand of grass established prior to substantial completion of the project. If this is not possible due to time of year or schedule, he shall maintain and protect the seeded areas until the grass is established.

PART II - PRODUCTS

2.01 TOPSOIL MATERIAL

- A. Topsoil material (stockpiled, as specified in Specifications) has been saved for use in finish grading. After sifting out all plant growth, rubbish, and stones, use for areas designated to receive grass. If stockpiled topsoil is not sufficient quantity to complete work, furnish acceptable topsoil from another approved source to provide four inches (4") of topsoil for grass areas unless otherwise noted on drawings. Grass areas shall be defined as the graded areas disturbed during construction not to be paved or built upon.
- B. Acceptable topsoil material shall be defined as natural, fertile, agricultural soil, capable of sustaining vigorous plant growth, uniform composition throughout admixture of subsoil, free of stones, lumps, plants, and their roots, sticks, or other extraneous matter; do not deliver while in a frozen or muddy condition.

2.02 FERTILIZER

- A. Provide a commercial balanced fertilizer delivered to the job in bags labeled with manufacturer's guaranteed analysis. Store in weatherproof storage, place in such a manner that its effectiveness will not be impaired.
- B. Fertilizer shall be a grade containing the percentages of plant food elements by weight as specified elsewhere in these specifications.
- C. Availability of various elements shall be per Standards of the Association of Official Agricultural Chemists.

2.03 GRASS SEED

- A. Grass seed shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine (9) months of the time of delivery to the project. When requested by the Owner or Representative, the seeding contractor shall furnish a sample of seed from each bag for testing.
- B. The seed shall comply with all provisions of the U.S. Department of Agriculture as to labeling, purity, and germination.

2.04 MULCHING

- A. Dry straw or hay of good quality, free of seeds of competing plants and at such rate of 1 1/2 - 2 tons per acre; or,
- B. Wood cellulose or cane fiber mulch at a rate of 1,000 pounds per acre when the slope is 3/4:1 and steeper; or,
- C. A combination of good quality dry straw or hay free of seeds of competing plants at a rate of 2 1/2 tons per acre and wood cellulose or cane fiber mulch at a rate of 500 pounds per acre. This combination shall be used when the slope is flatter than 3/4:1; or,
- D. Sericea lespedza seed bearing hay at a rate of 3 tons per acre. This mulch may be applied green or air dried, but must contain mature seed.
- E. Manufactured mulch materials, such as soil retention blankets, erosion control netting, or others that may be required on special areas of high water concentration or unstable soils. When these materials are used, follow the manufacturer's recommendations for installation.

2.05 HYDRO-MULCHING

Wood cellulose fiber or cane fiber mulch will be applied with hydraulic seeding and fertilizing equipment. All slurry ingredients shall be mixed to form a homogeneous slurry and spray applied within one hour after the mixture is made.

When wood cellulose or cane fiber mulch is used at the 500 pound per acre rate, straw or hay mulch with asphalt emulsion is applied over this to complete the mulch.

Wood cellulose or cane fiber mulch at the 1,000 pound per acre rate is used alone where other mulch material will not stick.

Wood cellulose or cane fiber mulch is self anchoring.

PART III - EXECUTION

3.01 RESPONSIBILITY

The site grading contractor will be responsible to stockpile acceptable topsoil in a sufficient quantity to provide four inches (4") minimum cover for all grass areas, including but not limited to all curbed islands, and topsoil planting mounds/berms at the appropriate height and width as defined and shown on the landscaping and/or planting drawings. The topsoil and grass areas shall be further defined as any area disturbed during the grading and construction process.

The site grading contractor, shall be responsible to spread the topsoil within all perimeter graded areas and future building areas only.

The site grading contractor shall be responsible for backfilling of all curbed islands and planting mounds/berms. They shall also be responsible for removal of all stones, roots, and raking of all topsoil areas hat are to be seeded and/or planted. It will also be the site grading contractor's responsibility to provide fertilizer, grass seed, and any additional topsoil required and mulching.

3.02 GRASS SEEDING

- A. Remove stones, roots, rubbish and other deleterious materials from topsoiled areas that are to be seeded.
- B. Immediately prior to sowing seed, scarify ground as necessary; rake until surface is smooth and friable. Sow seed evenly, lightly wood rake into ground, then roll ground with suitable roller, water thoroughly with fine spray. During any weather, keep lawn watered with sprinklers or other approved methods. Re-seed any areas not doing well or damaged. At intervals as may be required according to seasonal conditions, mow and water grass and execute necessary weeding until acceptable and full stand of grass has been obtained.
- C. Provide permanent grass seeding for lawn areas so indicated. Seed in accordance with the following schedule (unless otherwise directed by Owner or Owner's Representative::
- Sow areas ready for seeding between March 1 and October 1 with Hulled Common Bermuda at a rate of 85 pounds per acre.
 - Sow areas ready for seeding between October 1 and March 1 with Unhulled Common Bermuda at a rate of 90 pounds per acre, and Annual Rye Grass at the rate of 50 pounds per acre.
 - Apply fertilizer at a rate of 20/25 pounds per 1,000 square feet.

3.03 WILD FLOWERS

- A. Areas indicated on plans to receive wild flower coverage shall br fine graded, fertilized, and prepared in a manner similar to traditional turf establishment.
- B. Area to be hydromulched with seed mix as follows:
- | | |
|------------------|-----------------|
| Tickseed | 10 pounds/acre |
| Cosmos | 15 pounds/acre |
| Ox-Eyed Daisy | 5 pounds/acre |
| Side Oats Grama | 4 pounds/acre |
| Showy Primrose | 0.5 pounds/acre |
| Plains Coreopsis | 2 pounds/acre |
| Black Eyed Susan | 2 pounds/acre |
| Indian Blanket | 10 pounds/acre |
| Texas Bluebonnet | 4 pounds/acre |
| Little Bluestem | 4 pounds/acre |

3.04 MULCH

- A. All areas to be seeded shall be mulched.
- B. Mulch materials shall be applied uniformly over the seeded area. Mulch shall be straw and shall be at the rate of 1 1/2 - 2 tons per acre
- C. Mulch shall be anchored with an emulsified asphalt binder at the rate of 10 gallons per 1,000 square feet.

3.05 PROTECTION

Provide, at no additional cost to Owner, fencing, railing, wire or other types of protection for topsoiled and seeded areas against trespassing and damage. If lawns are damaged prior to Final Acceptance, treat or replace them as directed. Remove protection when so directed.

3.06 MAINTENANCE

Provide maintenance from start of work until Final Acceptance. Maintenance includes watering of lawns, weeding, mowing, edging, repairs of wash-outs and gullies, repairs to protection, and other necessary work of maintenance. Maintain slopes against erosion.

3.07 REHYDROMULCHING

The Owner's representative will designate areas to be replanted. Areas on which a stand of growing grass is not present in a reasonable length of time, (Bermuda grass seed should be germinating in 6-8 days) shall be prepared, reseeded and remulched, as specified for original planting at no additional cost to Owner. A stand shall be defined as live plants from seed occurring at a rate of not less than 1,000 growing plants per square foot. Replanting required because of faulty operations or negligence on the part of the Contractor shall be performed without cost to Owner.

3.08 FINAL CLEAN-UP

- A. At time of final inspection of work, and before final acceptance, clean paved areas that are soiled or stained by operations of work of this section. Clean by sweeping or washing, and remove all defacements or stains.
- B. Remove construction equipment, excess material and tools. Cart away from site any debris resulting from work of this section and dispose of as directed.

END OF SECTION

SECTION 02922
SODDING

PART I - GENERAL

1.01 DESCRIPTION

- A. Work Included
- Sod bed preparation
 - Fertilizing
 - Sodding
 - Miscellaneous management practices
- B. Related Work Specified Elsewhere
- Finish Grading, Section 02800
 - Lawns and Grasses, Section 02930

1.02 REFERENCE STANDARDS

- A. Standardized Plant Names
- American Joint Committee of Horticultural Nomenclature, Second Edition, 1942.
- B. Texas Highway Department - Standard Specifications for Construction, Item 164, Seeding for Erosion Control.

1.03 SUBMITTALS

- A. Vendors Certification That Sod Meets Texas State Sod Law
- Include labeling requirements.
 - Include purity and type.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Sod:
- Previous season's crop with date of analysis on each bag.
 - Furnish and deliver each variety in separate bags or containers.
 - Sod to be cut no more than three days before delivery.
- B. Fertilizer:
- Unopened bags labeled with the analysis.
 - Conform to Texas Fertilizer Law.

1.05 JOB CONDITIONS

- A. Planting Season:
- Only during suitable weather and soil conditions.
 - As specifically authorized by the Owner's Representative.
- B. Schedule - Only after all other construction is complete.
- C. Protect and Maintain Sodded Areas
- From traffic and all other use.
 - Until sodding is complete and accepted.

PART II - PRODUCTS

2.01 MATERIALS

- A. Sod:
- Sod: As specified on drawings, weed, insect, and disease free having a minimum of 1 inch of topsoil attached to the roots and cut no more than three days prior to installation.
 - The sod shall be cut in strips of at least 1/2 sq. yd. and not more than 1 sq. yd. Sod shall be cut into strips not less than 12" in width or more than 9' in length. At the time of harvest, the top growth shall not exceed 3" in length.
 - All sod shall conform to the laws of the State and shall be obtained from sources meeting the approval of the Department of Agriculture, Division of Entomology.
- B. Fertilizer:
- Uniform in composition, free flowing.
 - Suitable for application in approved equipment.
 - Analysis of 16-20-0, 16-8-8 or as directed.
- C. Water:
- Free of oil, acid, alkali, salts or other substances harmful to growth of grasses.

PART III - EXECUTION

3.01 SOD BED PREPARATION

- A. Cultivate to a depth of four (4") inches by disking and tilling with a power tiller.
- B. Clear surfaces of all materials:
- Stumps, stones, and other objects larger than one inch (1").
 - Roots, brush, wire, stakes, etc.
 - Any objects that may interfere with sodding or maintenance.
- C. Prepare sod bed:
- Remove soil clods larger than one inch (1").
 - Grade areas to smooth, even surface, removing ridges and filling depressions. Final grade to be below finish grade of curbing and edging as shown on details. All grades shall meet approval of Owner's Representative before sodding.

3.02 SODDING

- A. Sodding:
- Lightly water prepared grade, lay sod with staggered joints and with edges touching. Topdress with topsoil at edges if necessary to provide smooth surface. On slopes of 2 to 1 and greater, fasten sod in place with wood pegs (two each piece) or other approved method. Sod damaged by storage or during installation shall be rejected. Following settling, topdress with screened, approved topsoil.
 - Water and fertilize at 5 lbs. per 1,000 sq. ft.
 - Sod shall not be placed during a drought, nor during periods when sod is not normally placed in the area, and shall not be placed on frozen ground. No dry or frozen sod is acceptable.
 - The contractor shall keep all keep all sodded areas moist and growing until Final Acceptance. All areas shall be maintained in an acceptable condition until acceptance by Owner.
- B. Rolling:
- After placing sod, roll with a hand roller, weighing not more than 100 lbs. per foot of width, in two directions.
 - Eliminate all air pockets; finished surface should be free of excessive undulations.

3.05 MAINTENANCE AND MANAGEMENT

- A. Includes protection, replanting, maintaining grades, repair of erosion damage. Also includes weekly mowing at 1 1/2" height until final acceptance.
- B. Resodding:
- Resod damaged or unacceptable areas.
 - Ruts, ridges, and other surface irregularities shall be corrected.

END OF SECTION



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DESIGN SET

TURF SPECS



WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

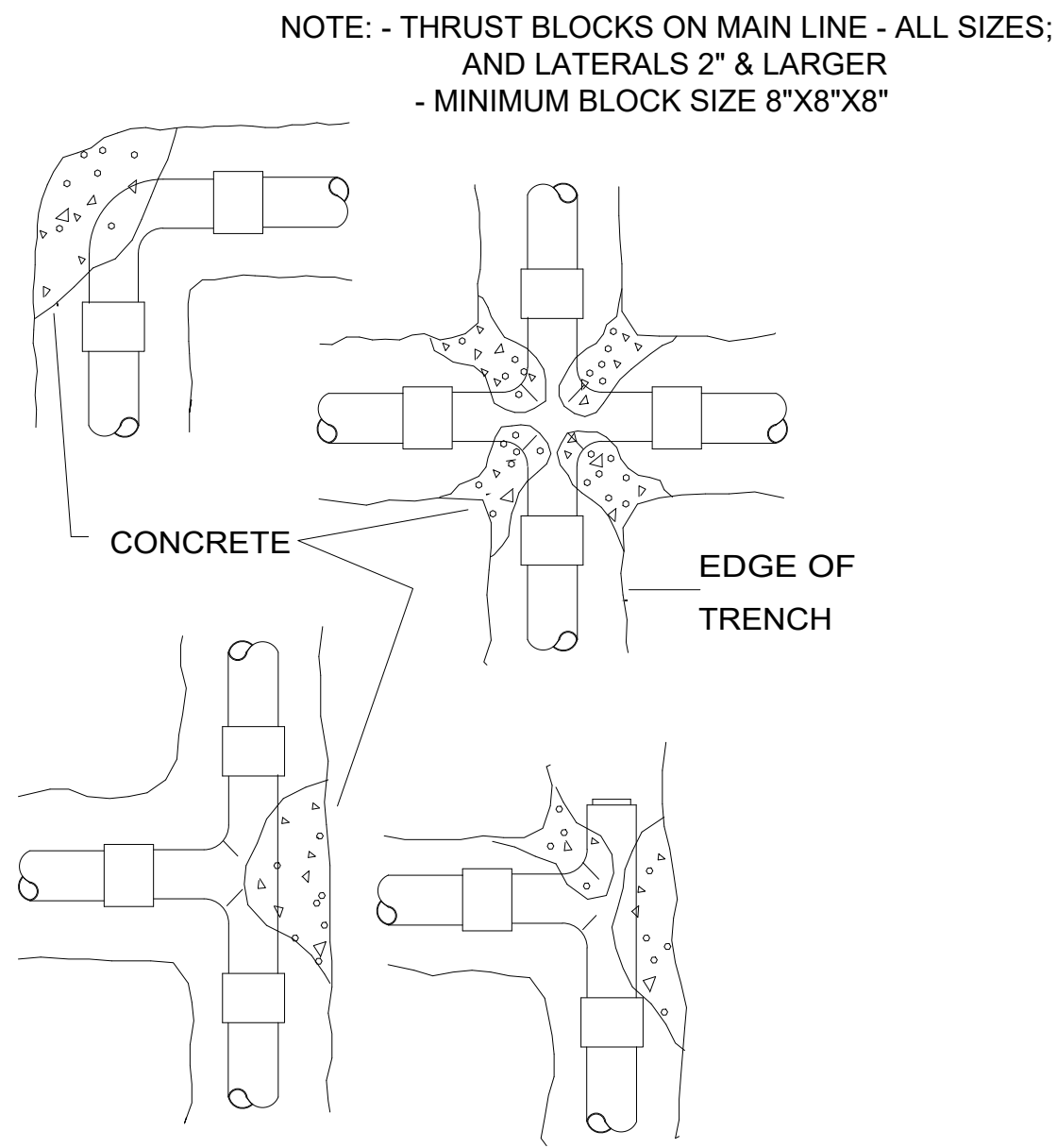
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GERALD A. WARD, AIA
DATE: OCTOBER, 2022

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By	VD	
Checked By	GW	
Project No:	22-72	
Issue Date:	- -	
Revisions		
No.	Date	Description

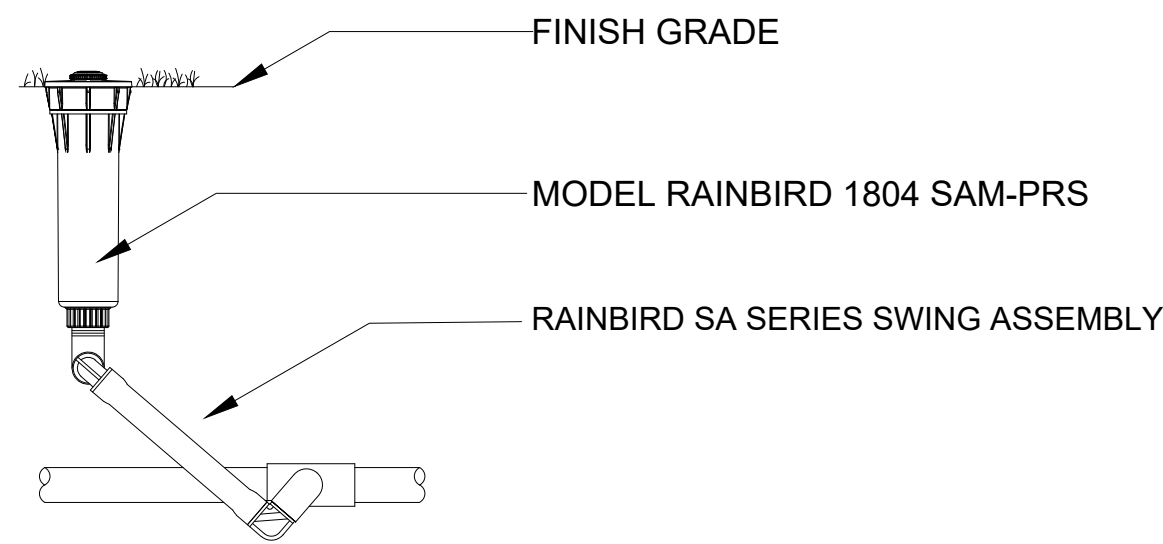
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Sheet Number



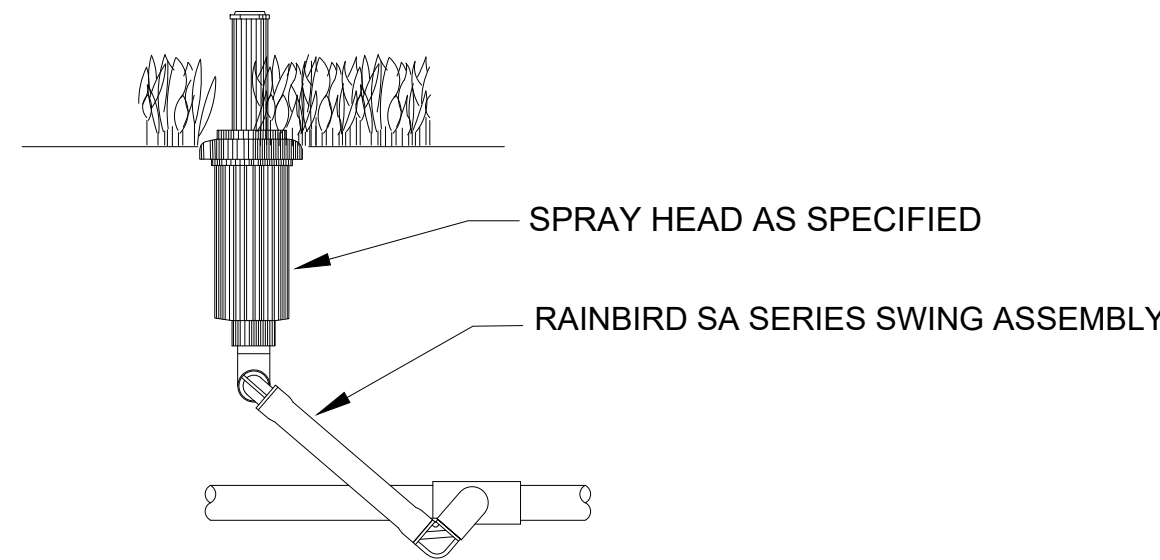
THRUST BLOCKS - PLAN VIEW

SCALE: NOT TO SCALE



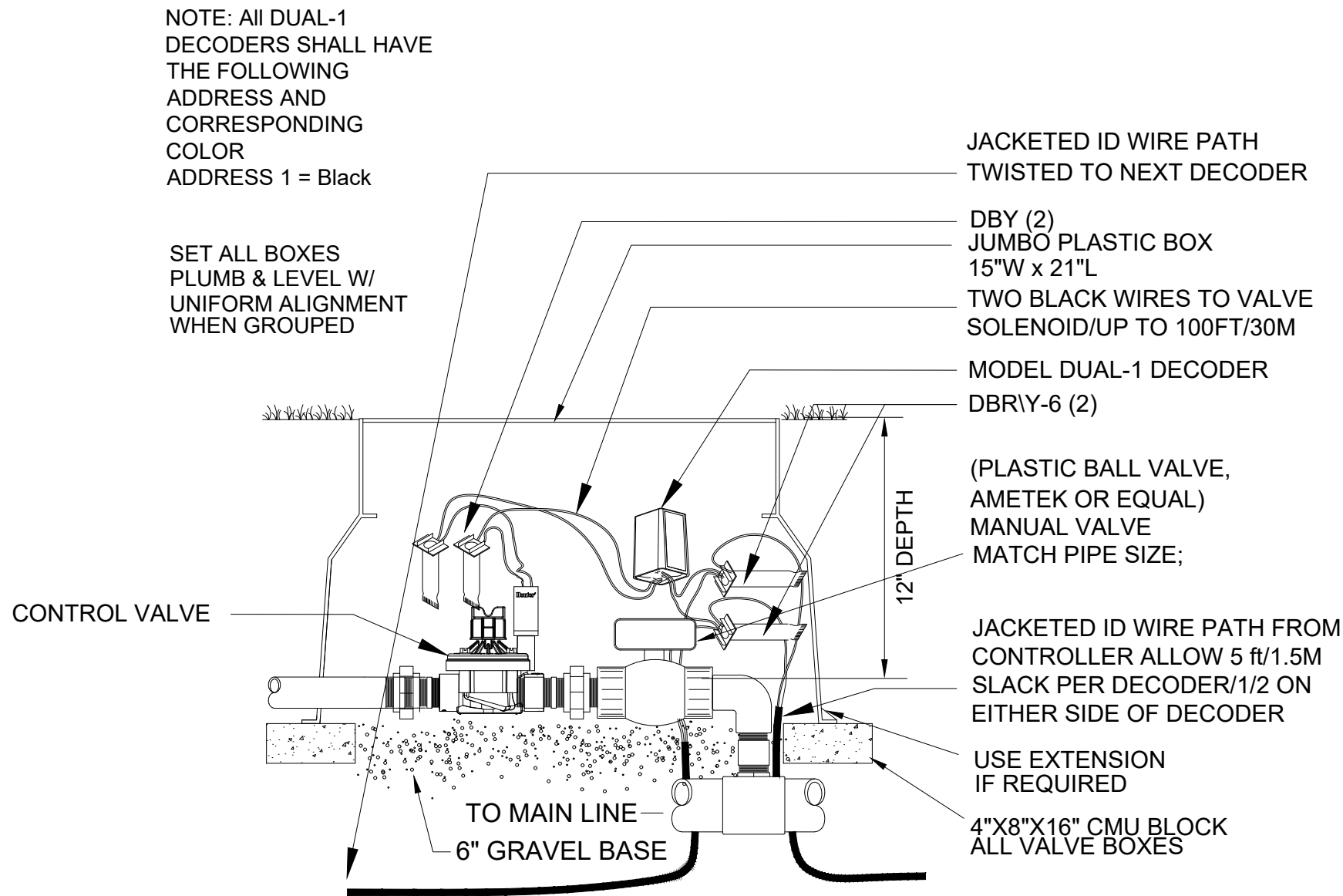
TYPICAL INSTALLATION OF
MPR-40 ROTARY SPRINKLER ON
SWING-JOINT RISER

SCALE: NOT TO SCALE



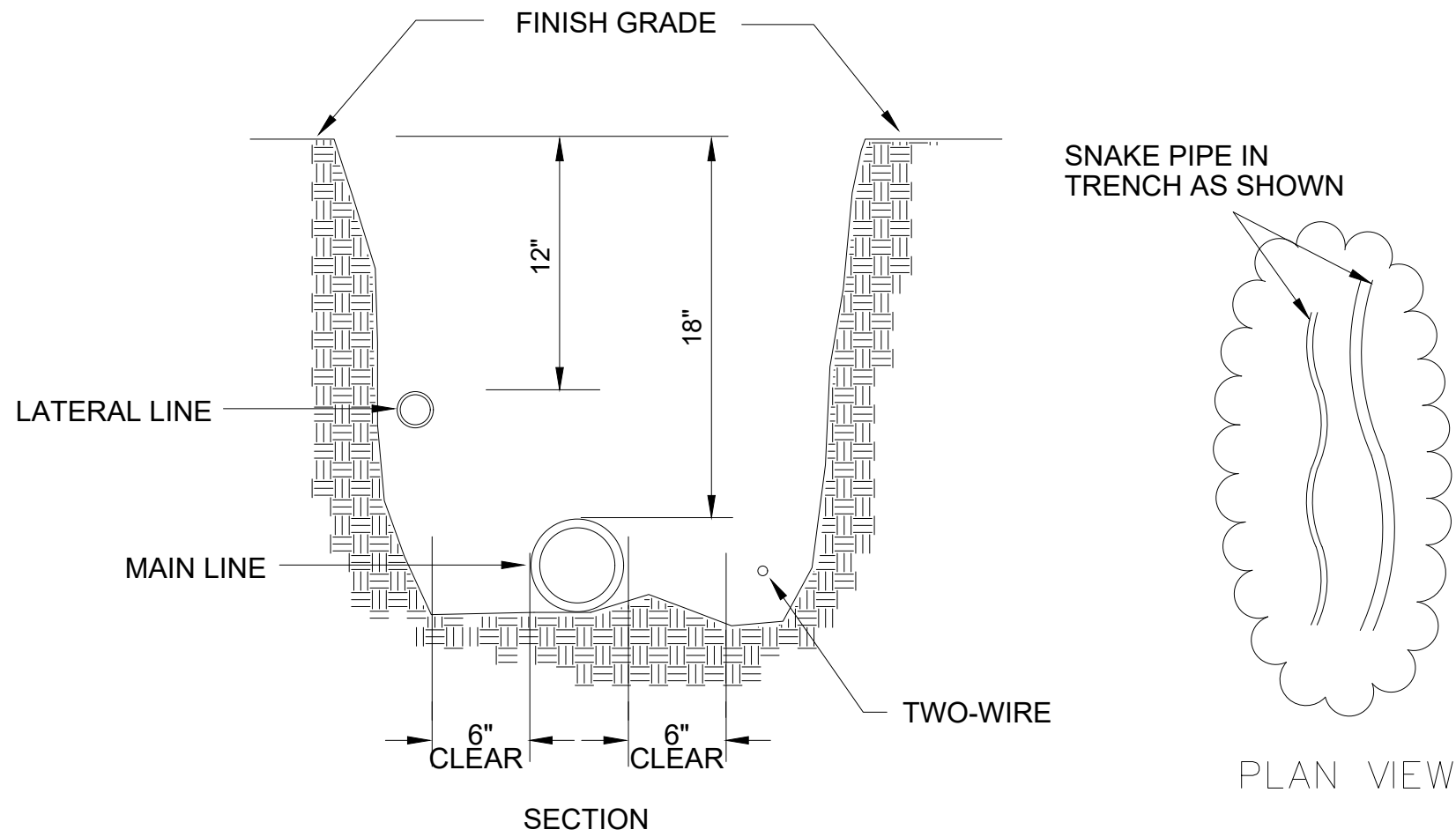
TYPICAL INSTALLATION OF
BUBBLER HEAD

SCALE: NOT TO SCALE



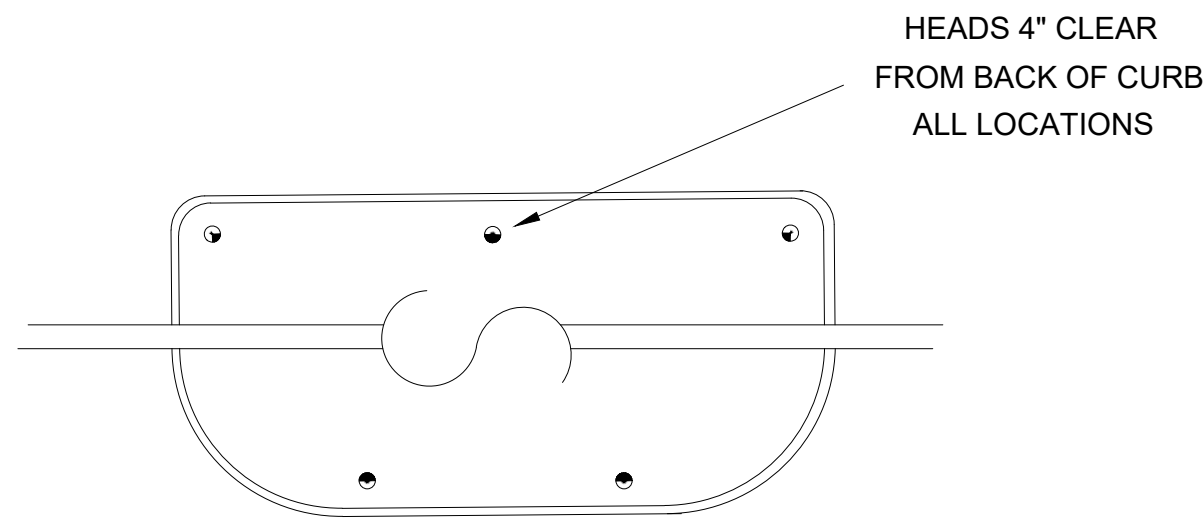
ELECTRIC CONTROL VALVE

SCALE: NOT TO SCALE



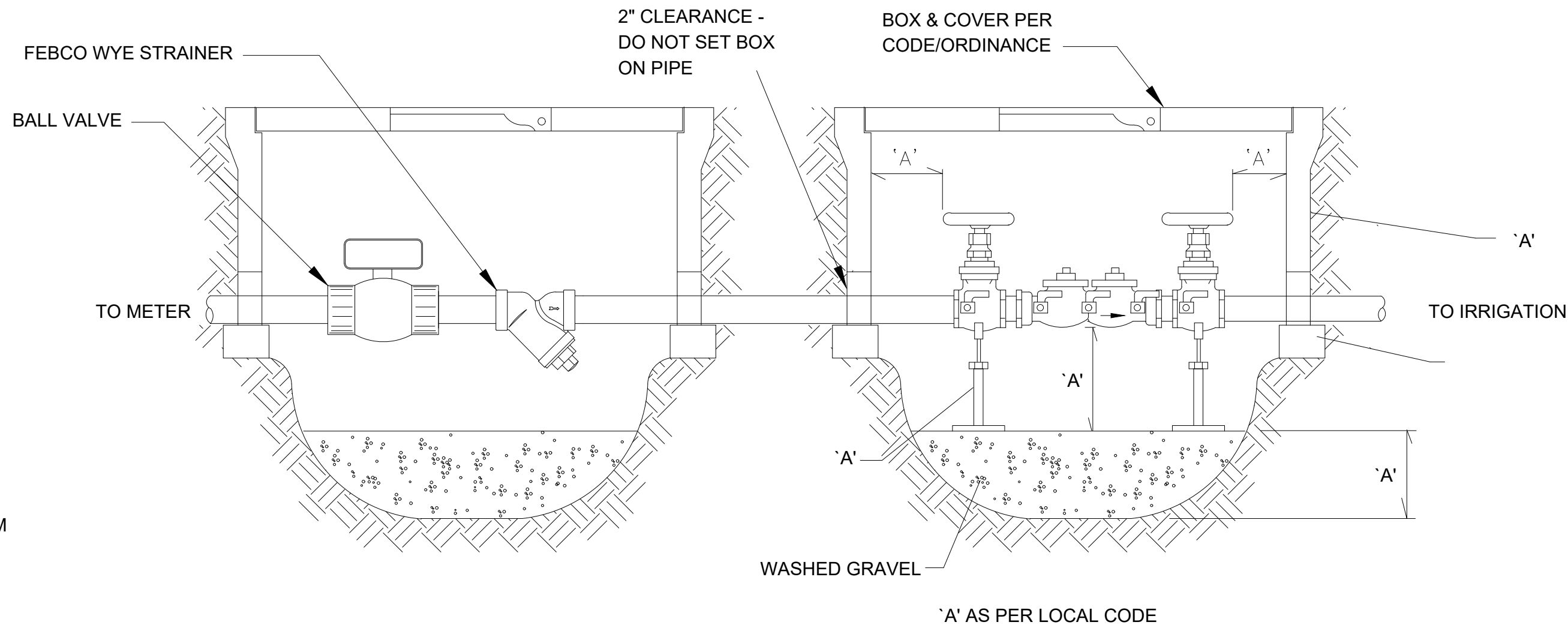
TRENCH DETAIL

SCALE: NOT TO SCALE



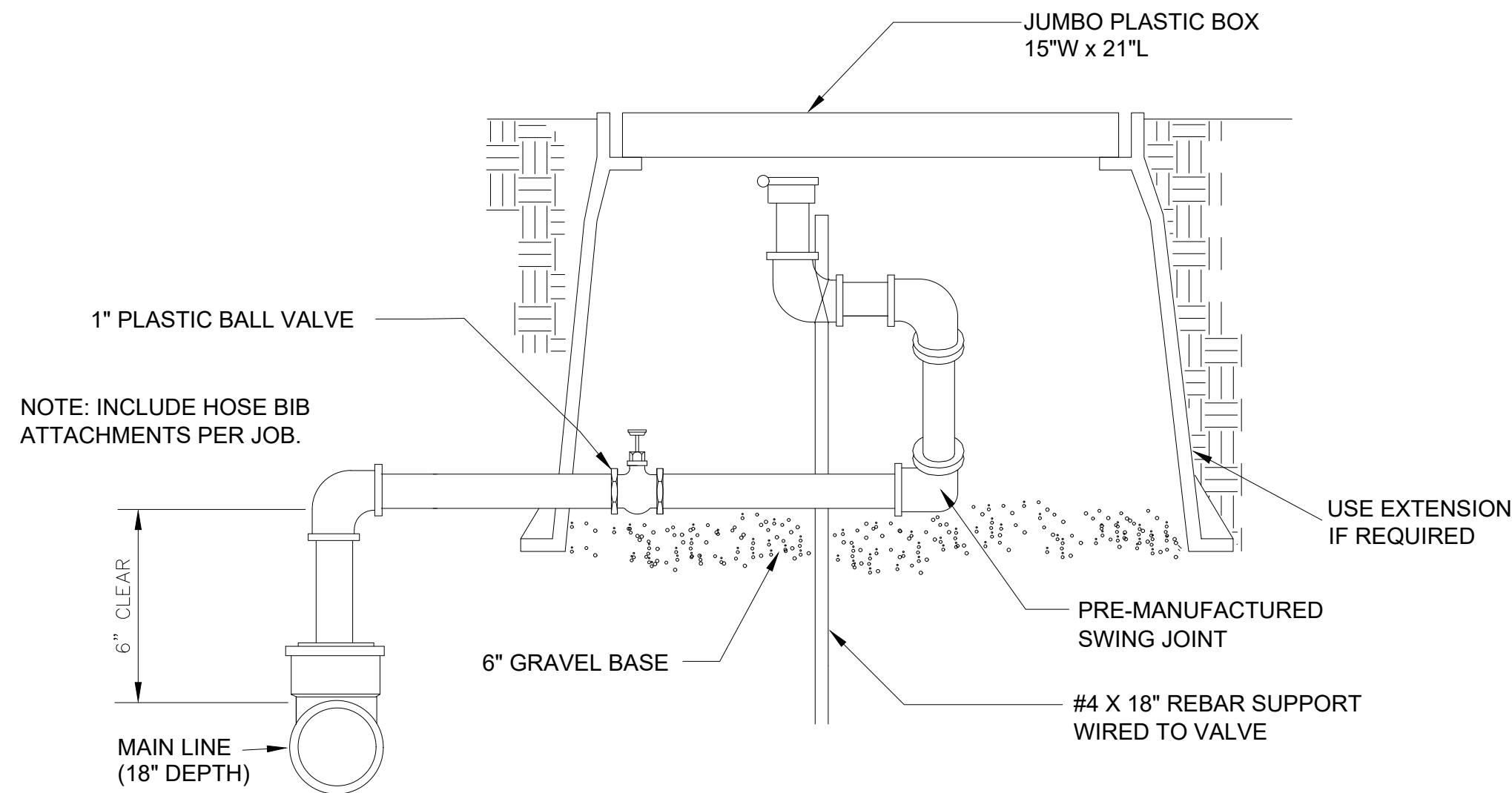
HEAD LAYOUT
Plan View

SCALE: NOT TO SCALE



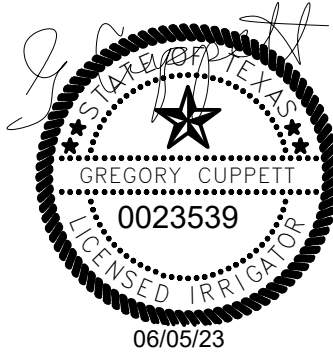
TYPICAL INSTALLATION
DOUBLE CHECK/WYE VALVE ASSEMBLY

SCALE: NOT TO SCALE



QUICK COUPLER VALVE

SCALE: NOT TO SCALE



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IRRIGATION DETAILS

DESIGN SET

W

WARD ARCHITECTURE PLLC
5004 THOMPSON TERRACE SUITE 107
COLLEYVILLE, TEXAS 76034
817-281-5600

ISSUED FOR INTERIM REVIEW
THIS DOCUMENT IS NOT TO
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BIDDING OR PERMIT PURPOSES.
GERALD A. WARD, AIA
DATE: OCTOBER, 2022

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By V D
Checked By G W
Project No: 22-72
Issue Date: - -

No.	Date	Description

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Sheet Title

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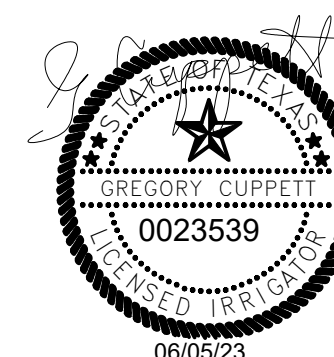
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DATE: OCTOBER, 2021

1. IRRIGATION LINES ARE SOMETIMES SHOWN OUTSIDE PLANTING BEDS FOR GRAPHIC CLARITY ONLY. ADJUST INSIDE BEDS ON SITE.
2. AVOID TRENCHING WITHIN DRIP LINE OF EXISTING TREES. WHERE NECESSARY, TRENCH RADIALLY, RATHER THAN ACROSS THE ROOT SYSTEM.
3. MAIN LINE TO BE DETERMINED (CONTRACTOR TO CONFIRM). ADD SLEEVES FOR PAVING TO EXTEND 12" PAST EDGE OF PAVING. COORDINATE WORK WITH GENERAL AND PAVING SUBCONTRACTOR.
5. ALL HEADS TO BE 4" POPS IN LAWNS. ALL HEADS WITH CHECK VALVES.
6. COORDINATE SLEEVE SIZE AND LOCATION FOR FREEZE SENSOR, RAIN GAGE AND CONTROLLER WITH GENERAL CONTRACTOR. SEAL ALL BUILDING PENETRATIONS WATER TIGHT.
7. SEE FOLLOWING DETAIL SHEET FOR IRRIGATION DETAILS.
8. CONTACT CITY FOR WATER PRESURE. VERIFY ON SITE AND REPORT TO LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK.
9. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER, AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER. REFER TO SITE UTILITY PLANS.
10. VERIFY 100% COVERAGE OF SYSTEM OVER ALL PLANTING & LAWN AREAS AS SHOWN ON DRAWINGS.
11. IF PEDESTAL MOUNTED CONTROLLER IS SPECIFIED, MOUNT ON 4"x3"x3" CONCRETE SLAB WITH (4) #4'S EACH WAY. SLEEVE THROUGH SLAB FOR CONTROLLER WIRING AS REQUIRED.
12. UNLESS NOTED OTHERWISE, THERE ARE NO EXISTING SLEEVES FOR IRRIGATION CONTRACTOR TO SIZE AND COORDINATE SLEEVE INSTALLATION AS NEEDED IN ALL LOCATIONS UNDER PAVEMENT.
13. QUANTITIES ARE PROVIDED AS A COURTESY AND ARE NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY ALL QUANTITIES PRIOR TO BIDDING.
14. IF DOUBLE CHECK IS PROHIBITED BY LOCAL CODE/ORDINANCE, SUBSTITUTE WITH APPROVED BACKFLOW PREVENTION DEVICE.
15. ALL WORK IN ACCORDANCE WITH LOCAL, STATE, & NATIONAL CODES & ORDINANCES.
16. CONTRACTOR TO SIZE CONTROL SIZE, SIZE GUAGE IF NECESSARY. HOWEVER, MINIMUM SIZE TO BE 1/4 GUAGE PER NATIONAL ELECTRICAL CODE. ALL SPLICES WITH APPROVED MANUFACTURED CONNECTOR IN VALVE BOX.
17. DO NOT LOCATE VALVE BOXES IN SWALES, LOW AREAS, OR ANY OTHER LOCATION THAT MAY COLLECT WATER.
18. CONTRL TO BE WIRED ON DEDICATED 110 VOLT CIRCUIT AND GROUNDW W/"GROUNDING SPIKE" PER MANUFACTURER'S INSTRUCTIONS.
19. ADJUST HEADS TO AVOID OVERSPRAY ONTO STREETS, ROADWAYS, BUILDINGS AND ELECTRICAL EQUIPMENT.
20. INCLUDE ONE SPARE WIRE FROM CONTROLLER TO EACH CONTROL VALVE. EACH WIRE TO BE VARYING COLOR.
21. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING FLOW CONTROL AND PRESSURE REGULATOR AT EACH CONTROL VALVE AS NECESSARY TO MAKE SYSTEM OPERATE AS INTENDED.
22. DRIP IRRIGATION IS INTENDED TO MAINTAIN ESTABLISHED PLANT MATERIAL. CONTRACTOR SHALL HAND WATER AND MAINTAIN NEW PLANTINGS AS REQUIRED UNTIL ESTABLISHMENT AND ACCLIMATE.
23. IRRIGATION CONTROLS SHALL BE SET TO RUN AT OPTIMAL TIMES OF THE DAY TO MINIMIZE EVAPORATION LOSS AND BUSINESS DISRUPTION. BROADCAST SYSTEMS SHOULD NOT BE RUN DURING TENANT'S NORMAL BUSINESS HOURS.



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DESIGN SET

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By			VD
Checked By			GW
Project No:		22-72	
Issue Date:		--	
Revisions			
No.	Date	Description	

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Sheet Title	

1-2

Sheet Number

IRRIGATION COMMENTS:

- SITE HAS EXISTING IRRIGATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE BEFORE BIDDING TO CONFIRM CONDITION OF SYSTEM. THIS SHALL INCLUDE ACTIVATING THE SYSTEM, EXCAVATING WHERE NECESSARY AND LOCATING VALVES, HEADS, MAIN LINE AND CONTROL WIRES.
- ALL BROKEN/MISSING HEADS SHALL BE REPLACED WITH NEW/UNUSED EQUIPMENTS. ALL OPERABLE EXISTING EQUIPMENT SHALL BE PRESERVED AND PROTECTED.
- EXISTING 1" METER/1" DCVA SHALL BE USED. A NEW 1" WYE STRAINER AND BALL VALVE SHALL BE INSTALLED.
- CONTRACTOR SHALL LOCATE ALL EXISTING CONTROL VALVES AND TRACE WIRING BACK TO ORIGINAL CONTROLLER LOCATION.
- ANY EXISTING IRRIGATION LOCATED IN PROPOSED PAVED AREAS SHALL BE REMOVED AND CAPPED OFF AS REQUIRED. MATCHING EQUIPMENT SHALL BE INSTALLED IN NEW LANDSCAPE AREAS AND CONFORM TO ALL LAWS, ORDINANCES AND CODES.
- REFERENCE IRRIGATION PERFORMANCE SPEC AND DETAILS.
- PRIOR TO BIDDING CONTRACTOR SHALL CONFIRM IF ADDITIONAL BORINGS ARE REQUIRED TO COMPLETE SYSTEM INSTALLATION.

CAUTION!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
TEXAS ONE CALL SYSTEMS
1-800-245-4545
LOVE STAR NOTIFICATION CENTER
1-800-699-8344 EXT. 3



NOTE:
ABSOLUTELY NO TRENCHING WITHIN EXISTING TREE AREAS. ALL TRENCHING SHOULD STAY OUTSIDE THE CRITICAL ROOT ZONE OF EXISTING TREES AT A MINIMUM. LAYOUT TRENCHING PLAN FOR OWNER APPROVAL PRIOR TO CONSTRUCTION.

NOTE:
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. SOD TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

CITY OF COLLEYVILLE LANDSCAPE REQUIREMENTS		
REQUIRED SITE LANDSCAPING	20% OF TOTAL SITE TO BE LANDSCAPE AREA	
	REQUIRED	PROVIDED
	59,690 SF X 20% = 11,938 SF	16,556 SF
REQUIRED STREET YARD LANDSCAPING	50% OF REQUIRED LANDSCAPE AREA TO BE IN STREET YARD	
	REQUIRED	PROVIDED
	11,938 X 50% = 5,969 SF	1,845 SF
REQUIRED STREET FRONTAGE TREES	1 TREE REQUIRED PER EVERY 40 FT OF FRONTAGE	
	REQUIRED	PROVIDED (3")
	174 / 40' = 5 TREES	4 NEW TREES
REQUIRED STREET FRONTAGE SHRUBS	1 SHRUB REQUIRED PER EVERY 5 FT OF FRONTAGE	
	REQUIRED	PROVIDED
	174 / 5 = 35 SHRUBS	44 SHRUBS (50)
REQUIRED PARKING LOT LANDSCAPING	140 SF LANDSCAPE AREA REQUIRED PER EVERY 18 SPACES	
	REQUIRED	PROVIDED
	28/18 X 140 = 218 SF	757 SF
REQUIRED PARKING LOT TREES	1 TREE PER EVERY 18 SPACES	
	REQUIRED	PROVIDED (3")
	23 SPACES/18 = 2 TREES	2 TREES

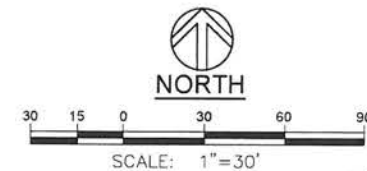
PLANTING NOTES:

- PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
- ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
- CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
- ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
- ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
- CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
- MAINTAIN/PROJECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
- PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
- SEE DETAIL SHEET L-2 FOR PLANTING DETAILS.
- CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
- EXISTING TREES ARE SHOWN TO REMAIN. CONTRACTOR SHALL PRUNE WITH APPROVAL OF OWNER AND CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH, DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES, AS WELL AS BRANCHES THAT OBSTRUCT SIGN VISIBILITY. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
- QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
- INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
- INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURER'S INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
- AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
- BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.)
- PRIOR TO TREE PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	PIS CHI	2	Platanus chinensis	Chinese Platanus	3" Cal.	10' Min.	As Shown	Single Straight Trunk
	ULM CRA	4	Ulmus crassifolia	Cedar Elm	3" Cal.	12' Height Min.	As Shown	Single Straight Trunk
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	ILE COR	16	Ilex cornuta	Chinese Holly	5 gal.	24" min.	36" O.C.	
	ILE NAN	10	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5 gal.	18"-24"	36" O.C.	
	MIS GRA	13	Miscanthus sinensis 'Gracilimus'	Eulalia Grass	5 gal.	18"-24"	48" O.C.	
	MYR DON	8	Myrica caribaea 'Don's Dwarf'	Don's Dwarf Wax Myrtle	5 gal.	24" min.	48" O.C.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	CYN DAC	21,585 sf	Cynodon dactylon	Bermudagrass	Solid Sod			
	LIR BKG	169	Liriodendron muscari 'Big Blue'	Big Blue Liriodendron	4" pots		12" O.C.	12" o.c.
	TRA ASI	1,003	Trachelospermum asiaticum	Asiatic Jasmine	4" pots		12" O.C.	12" o.c.

NOTE: PRUNE LOWER BRANCHES OF ALL EXISTING TREES IN VISIBILITY TRIANGLE AS REQUIRED BY CITY



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LANDSCAPE PLAN

DESIGN SET

MARSHALL GRAIN CO.
5311 COLLEYVILLE BLVD
COLLEYVILLE, TX 76.34

Drawn By	VD		
Checked By	GW		
Project No:	22-72		
Issue Date:	--		
Revisions			
No.	Date	Description	
Issued:			DESIGN SET
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Issued: DESIGN SET
Sheet Title

L-2
Sheet Number



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, July 10, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, August 1, 2023 & Tuesday, August 15, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a change in zoning from CC-1 Village Retail district to PUD-C Planned Unit Development – Commercial district on Lot 1, Block 1, of the Tuntun Addition.

Zoning Case: ZC23-014

Applicant: Gerald Ward

Owner: BAJRAM & RUZDI INVESTMENTS LLC

Location: 5311 Colleyville Blvd

Property Description: Lot 1, Block 1, Tuntun Addition

Present Zoning: CC-1 Village Retail

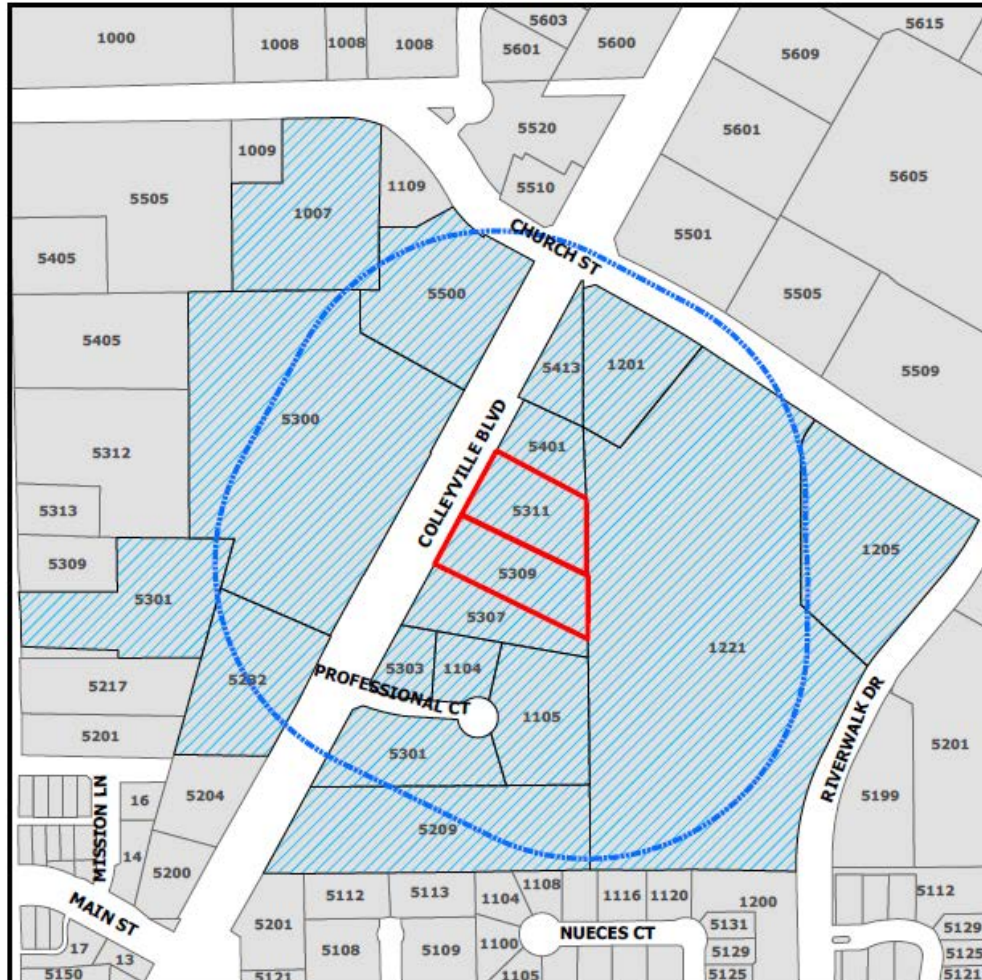
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

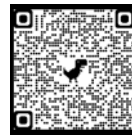
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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):

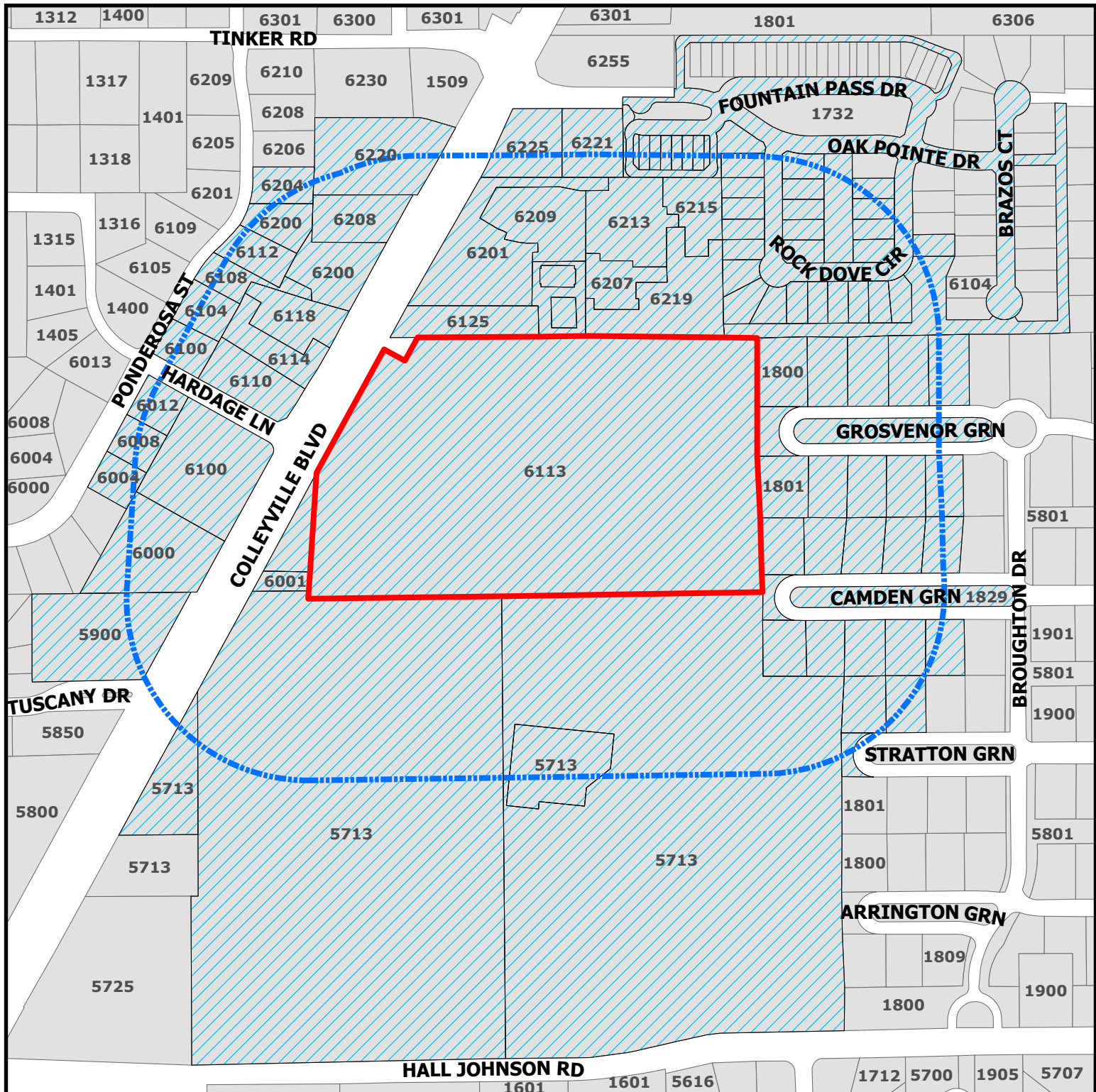


For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

1	COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5209 COLLEYVILLE BLVD
2	BAJRAM & RUZDI INVESTMENTS LLC	4701 MILL CREEK RD	COLLEYVILLE, TX	76034	5311 COLLEYVILLE BLVD
3	KIPTON ANDERSON INVESTMENTS LL	5303 COLLEYVILLE BLVD STE B	COLLEYVILLE, TX	76034	5303 COLLEYVILLE BLVD
4	C & S SKY BLUE CORPORATION				5307 COLLEYVILLE BLVD
5	BAJRAM & RUZDI INVESTMENTS LLC	4701 MILL CREEK RD	COLLEYVILLE, TX	76034	5309 COLLEYVILLE BLVD
6	R P GANTOS VENTURES LLC	7213 COTTONWOOD CT	NORTH RICHLAND HILLS, TX	76182	5413 COLLEYVILLE BLVD
7	BRADY, LIBBY W	5405 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	5401 COLLEYVILLE BLVD
8	BARNARD PARTNERS XIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	5301 COLLEYVILLE BLVD
9	HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
10	MDC COAST 7 LLC	11995 EL CAMINO REAL	SAN DIEGO, CA	92130	1221 CHURCH ST
11	FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5300 COLLEYVILLE BLVD
12	GII SHP EBSW DFW LLC	707 WESTCHESTER AVE SUITE 401	WEST HARRISON, NY	10604	5500 COLLEYVILLE BLVD
13	BARNARD PARTNERS XII LTD	PO BOX 127	COLLEYVILLE, TX	76034	1105 PROFESSIONAL CT
14	LAUKIEN, DIRK D	24 WATERWAY AVE STE 225	SPRING, TX	77380	1205 CHURCH ST
15	BRANCH BANKING & TRUST CO	PO BOX 167	WINSTON SALEM, NC	27102	1201 CHURCH ST
16	BARNARD PARTNERS XVIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	1104 PROFESSIONAL CT
17	COLLEYVILLE LOFTS VENTURE LLC	5065 MINNOW LN	CUMMING, GA	30028	5232 COLLEYVILLE BLVD
18	RIVERWALK AT COLLEYVILLE	P.O. Box 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
19	HIDDEN OAKS ESTATES		COLLEYVILLE, TX	76034	COURTESY NOTICE
20	BRIDGES AT RIVERWALK ADDITION	P.O. Box 1183	COLLEYVILLE, TX	76034	COURTESY NOTICE
21	GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED

Notification Map

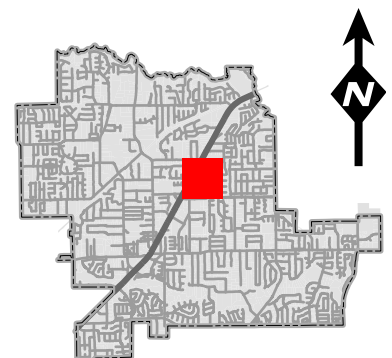
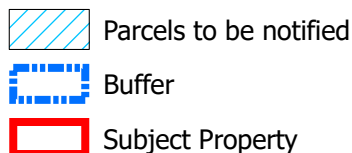


ZC23-013

6113 Colleyville Blvd

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.



ORDINANCE O-23-2247

AN ORDINANCE REZONING FROM CC-1 VILLAGE RETAIL TO PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL DISTRICT ON LOT 1A, BLOCK 1, TUTUN ADDITION AND LOT 1, BLOCK 1, BOJKU FAMILY ADDITION LOCATED AT 5309 AND 5311 COLLEYVILLE BOULEVARD; BEING APPROXIMATELY 2.39 ACRES, 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 to change the zoning from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial district, Case No. ZC23-014; and

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

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

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

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

Sec. 1. THAT the purpose of this ordinance is to amend the base zoning for the real property described as Lot 1A, Block 1, Tutun Addition and Lot 1, Block 1, Bojku Family Addition, commonly known as 5309 and 5311 Colleyville Boulevard (the "Property"), and to further provide for a PUD-C overlay district to allow for a nursery and greenhouse use.

Sec. 2. THAT the zoning for the Property is hereby amended as follows:

1. GENERAL

- a. The Property shall further be subject to a PUD-C overlay district (the "Overlay District") upon the effective date of this ordinance. The Overlay District shall be subject to all CC-1 Village Retail base zoning district regulations, except as expressly provided otherwise in this ordinance.
- b. A nursery and greenhouse use with outdoor display of merchandise is allowed.
- c. Should the Overlay District terminate in the manner provided in this ordinance, the Property shall retain the zoning classification of CC-1 Village Retail.

2. DEVELOPMENT OF THE PROPERTY

- a. The Property is currently developed with two commercial buildings and shall be developed with one additional greenhouse generally consistent with the Site Plan, which is attached hereto as Exhibit "B".
- b. The buildings erected on the Property shall be consistent with the elevations, materials, and articulation as depicted in Exhibit "C", unless expressly provided otherwise in this ordinance.

3. PUD-C OVERLAY DISTRICT REGULATIONS

The following PUD-C Overlay District regulations shall apply to the Property while the Overlay District is in effect:

- a. Permitted Use. The permitted uses for the Property shall be those listed for the CC-1 Village Retail base zoning district. The use of nursery and greenhouse with outdoor display of merchandise shall be allowed. All CC-1 Village Retail district regulations shall apply to the Overlay District except as expressly provided otherwise by this ordinance.

b. Business Name. The nursery and greenhouse business shall at all times be required to operate under the name "Marshall Grain"; provided, the owner of the business may request to change the name of the business by applying for a Special Use Permit (SUP).

c. Landscaping.

1. All landscaping shall meet the minimum requirements of Chapter 4 - Landscaping and Buffering in the Land Development Code except as amended.
2. All landscaping shall be as shown on the plan in Exhibit "C" and subject to approval by city staff.
3. The required 20-foot landscaping adjacent to Colleyville Boulevard shall be reduced to zero.
4. The monument sign shall provide landscaping around the base.

d. Building Design.

1. All building designs shall be generally consistent within the elevations shown in Exhibit "C".

2. Building(s).

- a) Building one is a brick building being one-story and 2,000 s.f.
 - b) Building two is a one-story storage building of 2,833 s.f.
 - c) Building three is a proposed one-story greenhouse of 6,000 s.f.
3. The greenhouse building shall be painted to coordinate with the aesthetic of the remaining structures on the site and subject to approval by City staff.

- e. Fencing and Screening. A minimum eight (8) foot wood fence shall be constructed along the north, south and east property lines prior to the issuance of any certificate of occupancy as shown on the plan in Exhibit "C" and subject to approval by City staff.
- g. Parking. The parking provided is 28 spaces.
- h. Signage. A monument sign shall be allowed as it currently exists with the exception of language per C.4 above.

4. TERMINATION OF THE PUD-C OVERLAY DISTRICT

- a. The PUD-C Overlay District is conditioned upon the development and operation of the Property in the manner provided herein. The PUD-C Overlay District Regulations provided in Section 2, Subsection 3, above shall automatically expire upon any one or more of the following:
 - i. a building permit for development of the business is not issued within 12 months of the effective date of this ordinance;
 - ii. following completion of construction, the business ceases to operate for a period of 90 consecutive days;
 - iii. the business operates under any name other than Marshall Grain, unless otherwise permitted by this ordinance; or
 - iv. there is a change in ownership of the business.

Sec. 3. THAT the Property 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. All requirements of the Land Development Code shall be met, except as expressly amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the

same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of August 2023.

The second reading and public hearing being conducted on the 15th day of August 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH
DAY OF AUGUST 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

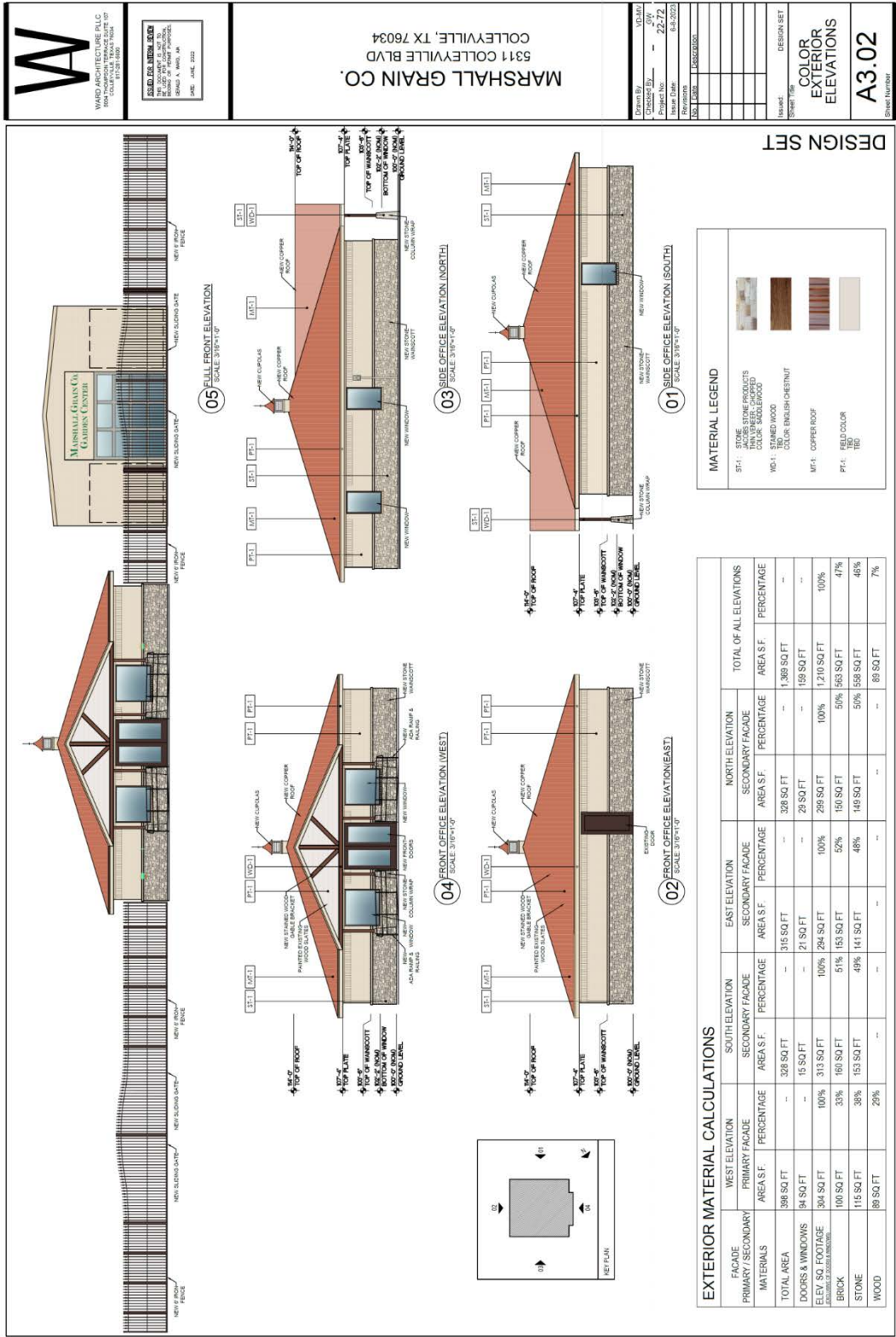
Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

[illegible]

Exhibit “C” – Building Elevations, Landscape Plan & Tree Survey



01

02

03

04

05

06

KEY PLAN

MATERIAL LEGEND

PT-1: FIELD COLOR

100

100

MTL-2: MTL FRAMING / PPE FRAMING

PL-1: THICK PLASTIC SHEETING

01 FRONT GREEN HOUSE ELEVATION (WEST)

SCALE 3/16"=1'-0"

02 BACK GREEN HOUSE ELEVATION (EAST)

SCALE 3/16"=1'-0"

03 SIDE GREEN HOUSE ELEVATION (SOUTH)

SCALE 3/16"=1'-0"

04 SIDE GREEN HOUSE ELEVATION (NORTH)

SCALE 3/16"=1'-0"

05 10X10 SHADE STRUCTURE ELEVATION (TYP.)

SCALE 3/16"=1'-0"

DESIGN SET

DESIGN SET

COLOR EXTERIOR ELEVATIONS

A3.04

Sheet Number

Issued

Sheet Title

DESIGN SET

COLOR EXTERIOR ELEVATIONS

A3.04

Sheet Number

Drawn By

Checked By

Project No

Issue Date

Revisions

No.

Date

Description

W

WARD ARCHITECTURE PLLC

504 INDOOR TERRACE BLVD. STE. 100

COLLEVILLE, TX 76034

DATE: JAN. 2022

DESIGN FOR INTERIOR

THE JOHNSON - 100 TO 100

INDOOR TERRACE BLVD. STE. 100

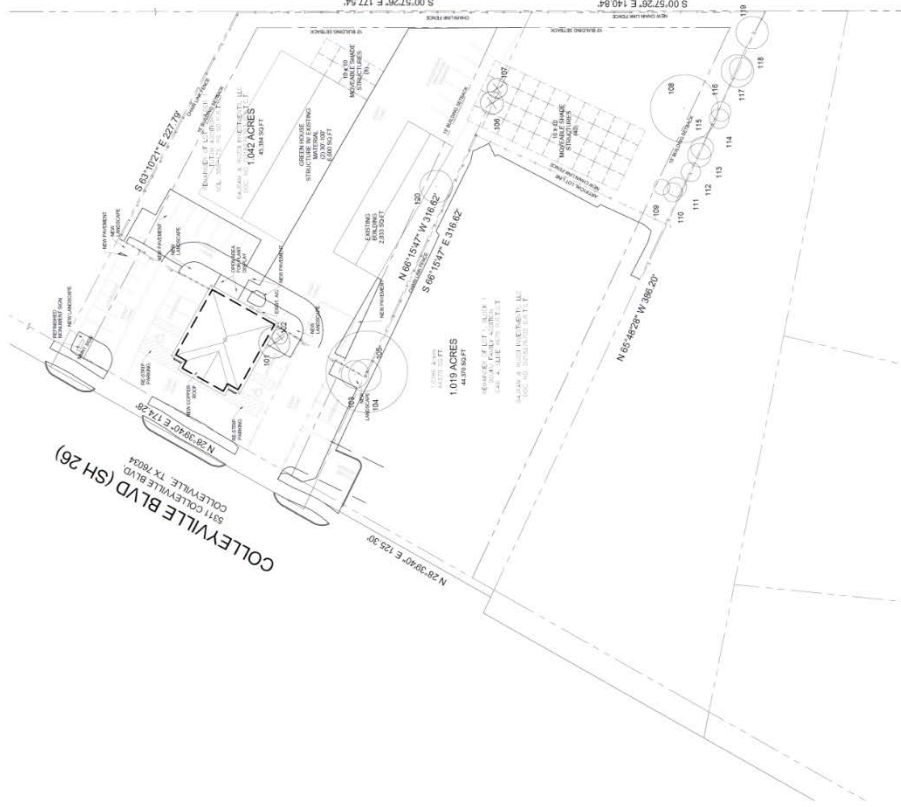
COLLEVILLE, TX 76034

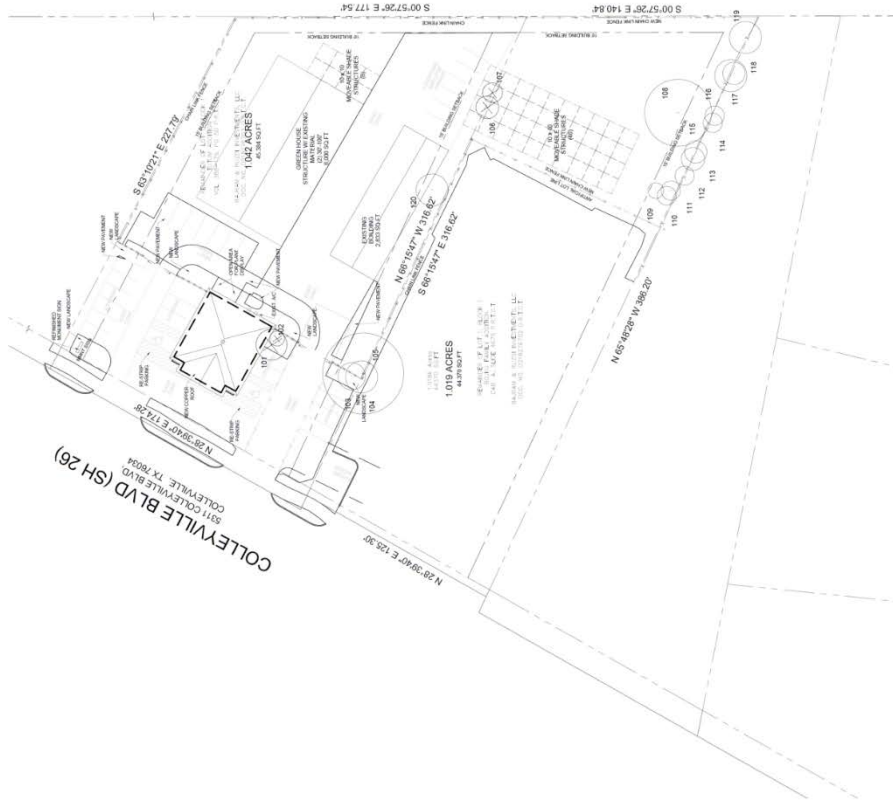
DATE: JAN. 2022

MARSHALL GRAIN CO.

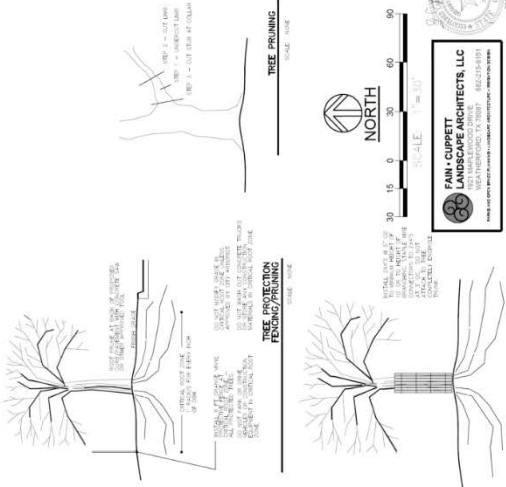
5311 COLLEVILLE BLVD

COLLEVILLE, TX 76034





Category	Code	Applicable Action or Activity	Tree Code	Tree
Pruning	P	Pruned crown	PRCS	Pruned Crown
	P	Pruned crown	PRCS	Pruned Crown
	P	Pruned crown	PRCS	Pruned Crown
	P	Pruned crown	PRCS	Pruned Crown
Removal	R	Removal	REMO	Removal
	R	Removal	REMO	Removal
	R	Removal	REMO	Removal
	R	Removal	REMO	Removal
Preservation	PR	Preservation	PRSV	Preservation
	PR	Preservation	PRSV	Preservation
	PR	Preservation	PRSV	Preservation
	PR	Preservation	PRSV	Preservation
Planting	PL	Planting	PLNT	Planting
	PL	Planting	PLNT	Planting
	PL	Planting	PLNT	Planting
	PL	Planting	PLNT	Planting



TREE PRESERVATION PLAN

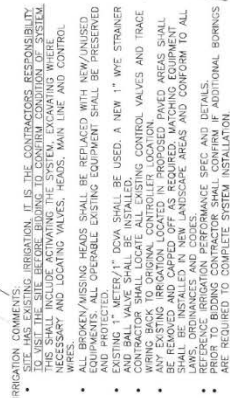
Sheet Number
L-1

A

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, RECORDS OR LEGAL PURPOSES.

DATE: OCTOBER, 2022

GERALD A. WARD, JR.



NOTE:
NO LANDSCAPE PLANTINGS
WITHIN 18" OF PARKING
LOT CURBS

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. SOO TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

1. PLANT SPECIES AND QUANTITY SUBJECT TO APPROVAL
2. PLANT MATERIAL SHALL BE GROWN ORIGIN SPECIFIC
3. PLANT MATERIAL SHALL BE GROWN IN A PROTECTED ENVIRONMENT
4. MATERIAL MUST BE PROTECTED FROM PESTS, VERMINS AND DISEASES
5. ALL PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT
6. PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT
7. PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT
8. PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT
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15. PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT
16. PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT
17. PLANTS MUST BE GROWN IN A PROTECTED ENVIRONMENT

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NOTE: PRUNE LOWER BRANCHES OF ALL EXISTING TREES
IN VISIBILITY TRIANGLE AS REQUIRED BY CITY



1995; 1996; 1997; 1998; 1999; 2000; 2001; 2002; 2003; 2004; 2005; 2006; 2007; 2008; 2009; 2010; 2011; 2012; 2013; 2014; 2015; 2016; 2017; 2018; 2019; 2020; 2021; 2022; 2023; 2024; 2025; 2026; 2027; 2028; 2029; 2030; 2031; 2032; 2033; 2034; 2035; 2036; 2037; 2038; 2039; 2040; 2041; 2042; 2043; 2044; 2045; 2046; 2047; 2048; 2049; 2050; 2051; 2052; 2053; 2054; 2055; 2056; 2057; 2058; 2059; 2060; 2061; 2062; 2063; 2064; 2065; 2066; 2067; 2068; 2069; 2070; 2071; 2072; 2073; 2074; 2075; 2076; 2077; 2078; 2079; 2080; 2081; 2082; 2083; 2084; 2085; 2086; 2087; 2088; 2089; 2090; 2091; 2092; 2093; 2094; 2095; 2096; 2097; 2098; 2099; 2100; 2101; 2102; 2103; 2104; 2105; 2106; 2107; 2108; 2109; 2110; 2111; 2112; 2113; 2114; 2115; 2116; 2117; 2118; 2119; 2120; 2121; 2122; 2123; 2124; 2125; 2126; 2127; 2128; 2129; 2130; 2131; 2132; 2133; 2134; 2135; 2136; 2137; 2138; 2139; 2140; 2141; 2142; 2143; 2144; 2145; 2146; 2147; 2148; 2149; 2150; 2151; 2152; 2153; 2154; 2155; 2156; 2157; 2158; 2159; 2160; 2161; 2162; 2163; 2164; 2165; 2166; 2167; 2168; 2169; 2170; 2171; 2172; 2173; 2174; 2175; 2176; 2177; 2178; 2179; 2180; 2181; 2182; 2183; 2184; 2185; 2186; 2187; 2188; 2189; 2190; 2191; 2192; 2193; 2194; 2195; 2196; 2197; 2198; 2199; 2200; 2201; 2202; 2203; 2204; 2205; 2206; 2207; 2208; 2209; 2210; 2211; 2212; 2213; 2214; 2215; 2216; 2217; 2218; 2219; 2220; 2221; 2222; 2223; 2224; 2225; 2226; 2227; 2228; 2229; 2230; 2231; 2232; 2233; 2234; 2235; 2236; 2237; 2238; 2239; 2240; 2241; 2242; 2243; 2244; 2245; 2246; 2247; 2248; 2249; 2250; 2251; 2252; 2253; 2254; 2255; 2256; 2257; 2258; 2259; 2260; 2261; 2262; 2263; 2264; 2265; 2266; 2267; 2268; 2269; 2270; 2271; 2272; 2273; 2274; 2275; 2276; 2277; 2278; 2279; 2280; 2281; 2282; 2283; 2284; 2285; 2286; 2287; 2288; 2289; 2290; 2291; 2292; 2293; 2294; 2295; 2296; 2297; 2298; 2299; 2300; 2301; 2302; 2303; 2304; 2305; 2306; 2307; 2308; 2309; 2310; 2311; 2312; 2313; 2314; 2315; 2316; 2317; 2318; 2319; 2320; 2321; 2322; 2323; 2324; 2325; 2326; 2327; 2328; 2329; 2330; 2331; 2332; 2333; 2334; 2335; 2336; 2337; 2338; 2339; 2340; 2341; 2342; 2343; 2344; 2345; 2346; 2347; 2348; 2349; 2350; 2351; 2352; 2353; 2354; 2355; 2356; 2357; 2358; 2359; 2360; 2361; 2362; 2363; 2364; 2365; 2366; 2367; 2368; 2369; 2370; 2371; 2372; 2373; 2374; 2375; 2376; 2377; 2378; 2379; 2380; 2381; 2382; 2383; 2384; 2385; 2386; 2387; 2388; 2389; 2390; 2391; 2392; 2393; 2394; 2395; 2396; 2397; 2398; 2399; 2400; 2401; 2402; 2403; 2404; 2405; 2406; 2407; 2408; 2409; 2410; 2411; 2412; 2413; 2414; 2415; 2416; 2417; 2418; 2419; 2420; 2421; 2422; 2423; 2424; 2425; 2426; 2427; 2428; 2429; 2430; 2431; 2432; 2433; 2434; 2435; 2436; 2437; 2438; 2439; 2440; 2441; 2442; 2443; 2444; 2445; 2446; 2447; 2448; 2449; 2450; 2451; 2452; 2453; 2454; 2455; 2456; 2457; 2458; 2459; 2460; 2461; 2462; 2463; 2464; 2465; 2466; 2467; 2468; 2469; 2470; 2471; 2472; 2473; 2474; 2475; 2476; 2477; 2478; 2479; 2480; 2481; 2482; 2483; 2484; 2485; 2486; 2487; 2488; 2489; 2490; 2491; 2492; 2493; 2494; 2495; 2496; 2497; 2498; 2499; 2500; 2501; 2502; 2503; 2504; 2505; 2506; 2507; 2508; 2509; 2510; 2511; 2512; 2513; 2514; 2515; 2516; 2517; 2518; 2519; 2520; 2521; 2522; 2523; 2524; 2525; 2526; 2527; 2528; 2529; 2530; 2531; 2532; 2533; 2534; 2535; 2536; 2537; 2538; 2539; 2540; 2541; 2542; 2543; 2544; 2545; 2546; 2547; 2548; 2549; 2550; 2551; 2552; 2553; 2554; 2555; 2556; 2557; 2558; 2559; 2560; 2561; 2562; 2563; 2564; 2565; 2566; 2567; 2568; 2569; 2570; 2571; 2572; 2573; 2574; 2575; 2576; 2577; 2578; 2579; 2580; 2581; 2582; 2583; 2584; 2585; 2586; 2587; 2588; 2589; 2590; 2591; 2592; 2593; 2594; 2595; 2596; 2597; 2598; 2599; 2600; 2601; 2602; 2603; 2604; 2605; 2606; 2607; 2608; 2609; 2610; 2611; 2612; 2613; 2614; 2615; 2616; 2617; 2618; 2619; 2620; 2621; 2622; 2623; 2624; 2625; 2626; 2627; 2628; 2629; 2630; 2631; 2632; 2633; 2634; 2635; 2636; 2637; 2638; 2639; 2640; 2641; 2642; 2643; 2644; 2645; 2646; 2647; 2648; 2649; 2650; 2651; 2652; 2653; 2654; 2655; 2656; 2657; 2658; 2659; 2660; 2661; 2662; 2663; 2664; 2665; 2666; 2667; 2668; 2669; 2670; 2671; 2672; 2673; 2674; 2675; 2676; 26

LANDSCAPE PLAN

DESIGN SET

Drawn By	VD
Checked By	GW
Project No.	22-72
Issue Date	--
Revisions	
No.	Date Description
Issued:	DESIGN SET
Sheet Title	
L-2	
Sheet Number	

L-2

MARSHALL GRAIN CO.
5311 COLLEVILLE BLVD
COLLEVILLE TX 7634



WARD ARCHITECTURE PLLC
1004 THOMPSON TERRACE SUITE
COLLEENVILLE, TEXAS 75024

ISSUED FOR INTERIM REVIEW

THIS DOCUMENT IS NOT TO
BE USED FOR CONSTRUCTION,
ISSUING OR PERMIT PURPOSES.

GEORGE A. BAKER, JR.

DATE: OCTOBER, 2022



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b
Type Ordinance
Department Engineering

Agenda Date 8/15/2023

Number Ordinance O-23-2248

Title

Amending Chapter 98, Article IV, Section 98-104 of the Colleyville Code of Ordinances, "Schedule of Drainage Charges"

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the August 1, 2023 City Council Meeting.

First Reading and Public Hearing

On June 15, 1993, City Council adopted Ordinance O-93-902, declaring the drainage of the City of Colleyville to be a public utility in order to, "Protect the public health and safety from loss of life caused by surface water overflows, surface water stagnation, and pollution arising from non-point of source runoff within the City."

On August 31, 1993, City Council adopted Ordinance O-93-912, which established a schedule of drainage utility charges to be levied on all property within the boundaries of the City of Colleyville, except those properties specifically exempted in the Ordinance. The fee schedule established a monthly flat rate of \$4.00 for all residential lots or tracts, and a varying rate, based on land use, ranging from \$6.10 for park land to \$13.94 per acre for business/commercial properties. The establishment of the drainage utility system and the schedule of charges are codified in Part II, Chapter 98, of the Code of Ordinances of the City of Colleyville.

On September 5, 2000, City Council adopted Ordinance O-00-1239, amending the schedule of charges by increasing the residential rate to \$6.00 per month, and the range of the non-residential charge from \$9.15 to \$20.91 per acre per month.

On September 20, 2005, City Council adopted Ordinance O-05-1545, increasing the residential fee to \$7.00 per month, and the range of the non-residential fee from \$10.68 to \$24.40 per acre per month. These rates are currently in effect as contained in the attached Section 98 of the Code of Ordinances.

In order to fund the implementation of the projects identified in the Drainage Master Plan, the recommendation is to gradually increase the drainage fees over the next three years.

Land Use	Monthly Rate Per Lot or Tract Current	Monthly Rate Per Lot or Tract 10/01/2023	Monthly Rate Per Lot or Tract 10/01/2024	Monthly Rate Per Lot or Tract 10/01/2025
Residential	\$7.00	\$10.00	\$12.00	\$14.00
Land Use	Monthly Rate Per Acre Current	Monthly Rate Per Acre 10/01/2023	Monthly Rate Per Acre 10/01/2024	Monthly Rate Per Acre 10/01/2025
Park	\$10.68	\$15.26	\$18.31	\$21.36
Church	\$15.25	\$21.79	\$26.14	\$30.50
School	\$24.40	\$34.86	\$41.83	\$48.80
Business Commercial – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Business Commercial – 2	\$10.68	\$15.26	\$18.31	\$21.36
Industrial – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Industrial – 2	\$10.68	\$15.26	\$18.31	\$21.36
Miscellaneous – 1	\$24.40	\$34.86	\$41.83	\$48.80
*Miscellaneous – 2	\$10.68	\$15.26	\$18.31	\$21.36
* These land use categories are applicable to business/commercial, industrial or miscellaneous land use, which does not require construction of impervious lot cover.				

Financial Impact

Adoption of the fee schedule will provide additional funding for drainage projects as identified in the Drainage Master Plan.

Recommendation

Approve

Attachments

1. Article IV Drainage Utility System Sec. 98
2. Ordinance O-23-2248

ARTICLE IV. - DRAINAGE UTILITY SYSTEM

Sec. 98-101. - Establishment of system.

The city council finds and declares that:

- (1) The creation of a drainage utility system within the city is necessary to protect the public health and safety from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from non-point of source runoff within the city.
- (2) After proper notice, a public hearing has been conducted upon the proposed adoption of the drainage utility system herein declared.
- (3) The city will establish a schedule of drainage charges against all real property in the proposed service area subject to charges under the Municipal Drainage Utility Systems Act (V.T.C.A., Local Government Code § 402.041 et seq.).
- (4) The city will provide drainage for all real property within the city on the payment of drainage charges, except real property exempted pursuant to the provisions of the Municipal Drainage Utility Systems Act (V.T.C.A., Local Government Code § 402.041 et seq.).
- (5) The city will offer drainage service on nondiscriminatory, reasonable and equitable terms.

(Ord. No. O-93-902, § 1, 6-15-93)

Sec. 98-102. - Adoption of drainage utility systems act; public utility.

The city declares that it adopts the Municipal Drainage Utility Systems Act and declares the drainage system of the city to be a public utility.

(Ord. No. O-93-902, § 2, 6-15-93)

State Law reference— Authority for above section, V.T.C.A., Local Government Code § 402.045.

Sec. 98-103. - Drainage facilities and materials incorporated into system.

The existing drainage facilities, materials and supplies of the city are incorporated into the drainage utility system.

(Ord. No. O-93-902, § 3(A), 6-15-93)

State Law reference— Authority for above section, V.T.C.A., Local Government Code § 402.046.

Sec. 98-104. - Schedule of charges.

From and after the effective date [Oct. 1, 2005] of this section the following schedule shall apply:

Land Use	Monthly Rate Per Lot or Tract

Residential	\$7.00
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Land Use	Monthly Rate Per Acre
Park	\$10.68
Church	15.25
School	24.40
Business/Commercial—1	24.40
Business/Commercial—2(*)	10.68
Industrial—1	24.40
Industrial—2(*)	10.68
Miscellaneous—1	24.40
Miscellaneous—2(*)	10.68

(*) These land use categories are applicable to business/commercial, industrial or miscellaneous land use, which does not require the construction of impervious lot cover.

(Ord. No. O-93-912, §§ 1, 3(B), 8-31-93; Ord. No. 0-00-1239, § 1, 8-15-00; Ord. No. O-05-1545, § 2, 9-20-05)

State Law reference— Drainage charges, V.T.C.A., Local Government Code § 402.047.

Sec. 98-105. - Funding of future construction.

The drainage charges levied and provided for in section 98-104 shall include an amount made in contribution to funding of future drainage system construction by the city.

(Ord. No. O-93-912, § 2, 8-31-93)

Sec. 98-106. - Segregation of utility income.

The city may transfer income in the drainage utility system account in whole or in part to the municipal general fund, except for any part pledged to retire any outstanding indebtedness or obligation incurred or as a reserve for future construction, repair, or maintenance of the drainage system. The city shall not transfer the segregated drainage utility income to the general fund.

(Ord. No. O-93-912, § 3(C), 8-31-93)

State Law reference— Similar provisions, V.T.C.A., Local Government Code § 402.049.

Sec. 98-107. - Discontinuance of utility services for nonpayment of charges.

- (a) The user of the drainage utility system shall be subject to discontinuance of all utility services provided by the city upon failure to pay all drainage utility system charges promptly when due.
- (b) Upon determination that a user has failed to pay drainage utility system charges when due, the city may discontinue all utility services to the user of that lot or tract ten days after the city deposits in the U.S. mail, addressed to the user of the property, a notice advising that it is the intention of the city to discontinue all utility services to the lot or tract within ten days of the date of the notice if the delinquent drainage utility service charges are not paid.
- (c) A user may request within the ten-day period after service of notice as provided in this section, a hearing before the city manager concerning the delinquency and proposed discontinuance of utility services. Where a timely request for hearing has been made by the user, the city shall not discontinue any utility services to the property until such time as the city manager has determined, after hearing, that a delinquency in the payment of the drainage utility charges exist.

(Ord. No. O-93-912, § 3(D), 8-31-93)

State Law reference— Delinquent charges, V.T.C.A., Local Government Code § 402.050.

Sec. 98-108. - Exemptions from charges.

The following property shall be exempt from the drainage utility system charges:

- (1) Property with proper construction and maintenance of a wholly sufficient, privately owned drainage system.
- (2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city for maintenance.
- (3) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city.
- (4) Property owned by the city.

(Ord. No. O-93-912, § 3(E), 8-31-93)

Sec. 98-109. - Due date and delinquency charges.

- (a) Drainage utility charges shall be due and payable on the 16th day after the issuance date on the billing statement for drainage utility charges directed to the user of the property. All drainage utility charges not paid when due shall be increased by ten percent as a delinquency charge.
- (b) If a drainage utility charge is paid by check and the check is subsequently returned unpaid, for any reason, a service charge of \$15.00 shall be assessed.

- (c) Interest shall accrue upon delinquent drainage utility charges at the maximum rate allowed by law until paid in full.

(Ord. No. O-93-912, § 3(F), 8-31-93)

State Law reference— Maximum rate of interest, V.T.C.A., Finance Code, § 302.001.

Sec. 98-110. - Billing; deposit.

- (a) The city may bill for drainage utility charges, identified separately, with the city's other public utility billings.
- (b) No deposit shall be required for drainage service as a precondition to accepting surface flow in the drainage utility system.

(Ord. No. O-93-912, § 3(G), 8-31-93)

State Law reference— Similar provisions, V.T.C.A., Local Government Code § 402.048.

Secs. 98-111—98-130. - Reserved.

ORDINANCE O-23-2248

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 98, ARTICLE IV, SECTION 98-104 OF THE COLLEYVILLE CODE OF ORDINANCES BY AMENDING THE SCHEDULE OF CHARGES FOR THE CITY'S DRAINAGE UTILITY SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville charges a monthly drainage utility fee to each person owning a lot or tract in the City and uses the revenue from these fees to fund drainage improvements throughout Colleyville; and

WHEREAS, the City Council desires to enhance the services provided to the community for drainage improvements by funding additional utility personnel and equipment; and

WHEREAS, the City Council finds it necessary to amend the current schedule of charges for the City's drainage utility system to provide the necessary funding to administer the enhanced drainage utility services; and

WHEREAS, the City Council determines that the passage of this Ordinance is the best interest of the health, safety and welfare of the residents of Colleyville.

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety

Sec. 2. THAT effective October 1, 2023, Chapter 98, article IV, Section 98-104 of the City of Colleyville Code of Ordinances shall be revised as follows.

Land Use	Monthly Rate Per Lot or Tract October 1, 2023	Monthly Rate Per Lot or Tract October 1, 2024	Monthly Rate Per Lot or Tract October 1, 2025

Residential	\$10.00	\$12.00	\$14.00
Land Use	Monthly Rate Per Acre October 1, 2023	Monthly Rate Per Acre October 1, 2024	Monthly Rate Per Acre October 1, 2025
Park	\$15.26	\$18.31	\$21.36
Church	\$21.79	\$26.14	\$30.50
School	\$34.86	\$41.83	\$48.80
Business Commercial – 1	\$34.86	\$41.83	\$48.80
*Business Commercial – 2	\$15.26	\$18.31	\$21.36
Industrial – 1	\$34.86	\$41.83	\$48.80
*Industrial – 2	\$15.26	\$18.31	\$21.36
Miscellaneous – 1	\$34.86	\$41.83	\$48.80
*Miscellaneous – 2	\$15.26	\$18.31	\$21.36
*These land use categories are applicable to business/commercial, industrial or miscellaneous land use, which does not require construction of impervious lot cover.			

Sec. 3. That the effective date of this ordinance shall be October 1, 2023

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of August 2023.

The second reading and public hearing being conducted on the 15th day of August 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF AUGUST 2023.

Mayor Bobby Lindamood

Brandi Elder, Place 1

Scotty Richardson, Place 3

Chuck Kelley, Place 5

Mayor Pro Tem Callie Rigney

George Bond, Place 2

Ben Graves, Place 4

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c
Type Ordinance
Department City Manager

Agenda Date 8/15/2023

Number Ordinance O-23-2249

Title

An ordinance granting a franchise to Atmos Energy Corporation, Mid-Tex Division, for a term of twenty (20) years beginning January 1, 2024, to allow Atmos to provide gas utility services within the City of Colleyville, and providing for a franchise fee for use of the City's Rights-of-Way

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the August 1, 2023, City Council Meeting.

First Reading and Public Hearing

Background

The City of Colleyville's current franchise agreement with Atmos Energy Corporation, Mid-Tex Division, ends on December 31, 2023. The proposed ordinance renews the franchise for a 20 year term ending December 31, 2043. The renewal franchise ordinance does not change customer gas rates. It grants Atmos Energy permission to use and occupy City ROWs for the purpose of laying, maintaining, constructing, protecting operating, and replacing their system as needed and necessary to deliver, transport, and distribute gas in, out of, and through the City. Any construction within the ROW must be in conformance with City ordinances and state law. In exchange for use of City rights of way, the City receives a franchise fee equivalent to five percent (5%) of annual gross revenues.

Changes to Note

- Per Section 14(B), the City will need to give Atmos written notice of the City's intention to make major public improvements to any Public Facility, including but not limited to pavements, sidewalks, water lines, sanitary sewer lines, storm sewer lines, and communications lines, in any such Public Right-of-Way, so that Atmos can perform any work they may need to do on the system. The new Ordinance requires Atmos to initiate any such work within ninety (90) days from receipt of such notice and complete the work in three (3) months so that it does not delay a City project. (The prior Ordinance required work to be initiated in 120 days and did not have any limitations on when the work had to be completed.)
- The Renewal Franchise Ordinance has an added term which requires Atmos to give the City 30 days' notice of any transfer or assignments of the franchise to Atmos'

affiliates and requires Council approval for such an assignment. Any affiliate being assigned the franchise would be bound to the same terms and obligations as outlined in the Ordinance. If the affiliate materially breaches the terms of the Ordinance within 90 days of assignment, the City can terminate the Ordinance.

Financial Impact

The renewal franchise ordinance does not change customer gas rates.

Recommendation

Approve

Attachments

1. Ordinance O-23-2249

ORDINANCE O-23-2249

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, MID-TEX DIVISION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; A MOST FAVORED NATIONS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. GRANT OF AUTHORITY:

- A. The City of Colleyville, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way" for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits.
- B. Said privilege and license being granted by this Ordinance is for a term beginning upon the effective date of this Agreement, and ending December 31, 2043.
- C. The provisions set forth in this Ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within City, hereinafter sometimes referred to as the "Franchise." In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of

Texas as the same may be amended, nor any of its rights and powers under or by virtue of City's present or future generally applicable ordinances. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time.

SECTION 2. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "Affiliate", in relation to Company, means a Person that controls, is controlled by, or is under common control with Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.
- B. "City" means the City of Colleyville, Texas a Texas home-rule municipality located in Tarrant County, Texas.
- C. "City Council" means the City Council of the City of Colleyville, Texas.
- D. "City Secretary" means City's City Secretary, or his or her designee.
- E. "Code of Ordinances" means the Code of Ordinances of the City of Colleyville, Texas, and all amendments thereto adopted before and after the effective date of this Ordinance.
- F. "Company" shall mean Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 18.
- G. "Gross Revenues" shall mean:

- (1) all revenues received by Company from the sale of gas to all classes of customers (excluding gas sold to another gas utility in City for resale to its customers within City) within the corporate limits of City;
- (2) all revenues received by Company from the transportation of gas through the System of Company within City's incorporated limits to customers located within City's incorporated limits (excluding any gas transported to another gas utility in City for resale to its customers within City);
- (3) the value of gas transported by Company for Transport Customers through the System of Company located in City's Public Rights-of-Way ("Third Party Sales") (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Company's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time that the transportation service is performed; and
- (4) "Gross Revenues" shall also include revenues billed but not ultimately collected or received by Company, and the following miscellaneous charges: charges to connect, disconnect, or reconnect gas, contributions in aid of construction ("CIAC"), and charges to handle returned checks from consumers within City.
- (5) "Gross Revenues" shall not include:
 - (a) the revenue of any Affiliate or subsidiary of Company;
 - (b) sales taxes and franchise fees paid to City;
 - (c) any interest or investment income earned by Company; and
 - (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within City's Public Right-of-Way.

- H. "In the City" or "within the City" are phrases which mean a location or area within City's incorporated boundaries or limits, commonly known as "City limits".
- I. "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include City or any employee, agent, servant, representative or official of City.
- J. "Public Facility" shall mean all present and future water lines, sanitary sewer lines, storm sewer lines, communication lines, irrigations lines, and any other line under jurisdiction and control of City.
- K. "Public Right-of-Way" shall mean all present and future land used as public streets, avenues, highways, alleys, sidewalks, boulevards, drives, tunnels, drainage ways, easements dedicated by plat or other instrument for use by public utilities (not including easements owned by City for use by City's utilities), bridges, and other such similar passageways, thoroughfares and public ways under the jurisdiction and control of City.
- L. "System" or "System Facilities" shall mean all of Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas, located in the Public Right-of-Way within the City.
- M. "Transport Customer" shall mean any Person for which Company transports gas through the System of Company within City's Public Rights-of-Way for delivery within the City (excluding other gas utilities in City who resell gas to their customers within the City).

SECTION 3. CONDITIONS OF OCCUPANCY

- A. Except where inconsistent with this Ordinance, all construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be amended or adopted by City relating to the use of its Public Rights-of-Way, as amended or succeeded from time to time. This Ordinance shall in no way affect or impair the rights, obligations or remedies of

the parties under the Texas Utilities Code, or other state or federal Law.

- B. Company shall attempt to utilize the alleys of City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, Company may, when reasonably necessary, utilize the streets and other Public Rights-of-Way to perform such work and activities. Company shall not be required to locate or relocate facilities to a depth of greater than four (4) feet unless otherwise required by City to avoid conflicts with pre-existing facilities, or facilities that are to be either installed or relocated as part of a City public improvement project.
- C. Upon request, Company shall identify for City the location of its System Facilities located in the City. All maps temporarily provided by Company to City shall be confidential when clearly identified as such by Company when provided to City, and will be provided solely for City's use. City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information City is required to release by law. City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows City to withhold the information.

SECTION 4. ABANDONMENT OF RIGHT-OF-WAY

- A. If City abandons any portion of the Public Rights-of-Way in which Company has facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the

compensation set forth in Section 9, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section 5, for relocating, its System from such Public Right-of-Way, as directed by City.

- B. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. LAYING OF LINES IN ADVANCE OF PUBLIC IMPROVEMENTS AND RELOCATION OF COMPANY'S FACILITIES

- A. Whenever City decides to make any public improvements in any Public Right-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes, Company will be provided the opportunity, at no expense to City, in advance of such public improvements, to renew such mains or pipes, if defective or inadequate in size, and to lay service lines, or renew same, if inadequate in size or defective, to the property lines where buildings are already located, provided such activities do not delay City's public improvements.
- B. Company shall be given written notice of the intention of City to make major public improvements to any Public Facility, including but not limited to pavements, sidewalks, water lines, sanitary sewer lines, storm sewer lines, and communications lines, in any such Public Right-of-Way. Within ninety (90) days from receipt of such notice, Company shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work to relocate or adjust its lines and

facilities to accommodate City's public improvements and complete such work in a timely manner, with a maximum timeframe of three (3) months in order to preclude the delay of said public improvements, at no cost to City unless such improvements are for the primary purpose of beautification or for the benefit of a private developer. Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. Company shall be required to obtain a permit for all new and all relocated installations, except in response to an emergency or in response to a request for initiation of new service. Company shall obtain a permit for emergency work as soon as possible after the commencement of such work in accordance with City ordinances, rules, and regulations.

- C. When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document requests for reimbursement to City as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and federal law. Notwithstanding the foregoing, City shall have the right to request other project documentation to the full extent provided by law.
- D. When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company's costs and expenses shall be included in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. If City has knowledge of Company's eligibility for reimbursement, City shall provide reasonable written notice to Company of the deadline for

Company to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within thirty (30) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities.

SECTION 6. EXTENSIONS FOR CUSTOMERS

Company shall extend distribution mains in any street up to one hundred (100) feet for any one residential or commercial customer so long as the customer at a minimum uses gas for unsupplemented space heating and water heating. Company shall not be required to extend transmission mains in any Public Rights-of-Way within City or to make a tap on any transmission main within City unless Company agrees to such extension by a written agreement between Company and a customer.

SECTION 7. DUTY TO SERVE

Company hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for Company to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. The City Council may order Company to provide service or take any other action necessary to bring Company into compliance with the intent of the City Council in granting this Franchise, including the adoption of an ordinance or resolution in accordance with Section 15.B. The City Council shall render its opinion at its next regular meeting but in no event shall it be required to act in less than seven (7) days.

SECTION 8. RATES

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor; and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with City copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in the City shall be subject to revision and change by either City or Company in the manner provided by law.

SECTION 9. PAYMENTS TO CITY

- A. In consideration of the privilege and license granted by City to Company to use and occupy the Public Rights-of-Way in the City for the conduct of its business, Company, its successors and assigns, agrees to pay, and City agrees to accept, such franchise fees in the amount and manner described herein. Except as provided in 9.B. below, such payments shall be made on an annual basis, on or before April 1 during the term of the franchise.
- B. The franchise fee shall be a sum of money that shall be equivalent to five percent (5%) of the annual Gross Revenues, as defined in Section 2.G., for the preceding calendar year and shall be for the rights and privileges during the year in which the payment is made. The initial payment provided under this Ordinance shall be due on or before April 1, 2024, based on the preceding calendar year (January 1, 2023 to December 31, 2023) and shall be for the right and privilege during said calendar year. Payments shall be made on or before April 1st of each succeeding year during the term of this Franchise. The final payment provided under this Ordinance shall be due on or before April 1, 2043, and will be for the right and privilege during the calendar year (January 1, 2043 to December 31, 2043). The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2024, and will be based on the calendar year January 1, 2023, through December 31, 2023. The final CIAC franchise fee amount will be paid on or before April 30, 2044, and will be based on the calendar year January 1, 2043 through December 31, 2043).

It is also expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property.

Except, however, Company's separate obligation to reimburse City for City's reasonable rate case expenses and for street repairs or other damage to Public Facilities caused by Company's employees or contractors in accordance with City's ordinances are not affected by Company's payment of franchise fees hereunder. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or franchise taxes, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

- C. If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the current prime rate per annum from such due date until payment is received by City.
- D. City shall within thirty (30) days of final approval, give Company notice of annexations and de-annexations of territory by City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers newly located into or out of the City as the result of City's annexation or de-annexation no later than sixty (60) days after receipt of notice from City. Company shall not be required to begin including payment for such newly annexed customers in the Franchise Fee payment until the first Franchise Fee payment due following the 60th day after Company receives notice of the annexation from City. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments.
- E. Atmos Energy Franchise Fee Recovery Tariff.
 - (1) Atmos Energy may file with City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Ordinance.
 - (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100%

recovery of such franchise fees as part of Atmos Energy's rates; (ii) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.

- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. *Lease of System Facilities Within Public Rights-of-Way.* Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of the System Facilities within the Public Rights-of-Way provided: (i) Atmos Energy first notifies City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the System Facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 9 of this Ordinance. This authority to Lease the System Facilities within Public Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees, access line fees, or similar Public Right-of-Way user fees.

SECTION 10. EFFECT OF OTHER MUNICIPAL FRANCHISE
ORDINANCE FEES ACCEPTED AND PAID BY
COMPANY

- A. If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Rights-of-Way in a manner that, if applied to City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable

to City were the franchise fee provisions of that other franchise ordinance applied to City.

- B. City acknowledges that the exercise of this right is conditioned upon City's acceptance of all terms and conditions of the other municipal franchise *in toto*. City may request waiver of certain terms and Company may grant, in its reasonable discretion, such waiver.

SECTION 11. BOOKS AND RECORDS

- A. Company agrees that at the time of each annual payment, Company shall also submit to City a statement showing its Gross Revenues for the preceding calendar year as defined in Section 2.G. City shall be entitled to treat such statement as though it were sworn and signed by an officer of Company.
- B. City may, if it sees fit, upon reasonable notice to Company, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein. Company shall make available to the auditor such personnel and records as City may in its reasonable discretion request in order to complete such audit, and shall make no charge to City therefor. Company shall assist City in its review by providing all requested information no later than fifteen (15) days after receipt of a request. The cost of the audit shall be borne by City unless the audit discloses that Company has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to City by Company. If such an examination reveals that Company has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section 9.C. Should Company determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, City shall review Company's claim and if said overpayment is confirmed, remit the amount of overpayment to Company.
- C. If, after receiving reasonable notice from City of City's intent to perform an audit as provided herein, Company fails to provide data, documents, reports, or information required to be furnished hereunder

to City, or fails to reasonably cooperate with City during an audit conducted under the terms hereunder, Company shall be liable for payment of a fee as set forth herein. City shall give Company written notice of its intent to impose a fee and shall provide Company with a period to cure its failure, such period not to exceed five (5) working days. If Company fails to cure the alleged failure within the prescribed time period, Company's alleged failure to comply shall be heard at a public meeting of the City Council. Company shall be given written notice of the public meeting no later than five (5) calendar days prior to the posting date of the agenda for the City Council meeting at which such failure is scheduled to be considered by the Council. The notice to Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of City that finds and determines a failure of Company to comply with the requirements of this Section, such failure may be treated as a material violation under Section 15.

SECTION 12. RESERVATION OF RIGHTS: GENERAL

- A. City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this Ordinance.
- B. The rights, privileges, and Franchise granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other Person for the purpose of furnishing gas within the City.
- C. City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for City and customers at locations within the City.
- D. Nothing herein shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Company to residential consumers,

commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of City as same now exists or as such limits may be extended from time to time hereafter.

SECTION 13. RIGHT TO INDEMNIFICATION, LEGAL DEFENSE AND TO BE HELD HARMLESS

- A. IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM OR COMPANY'S PROVISION OF SERVICE.
- B. BY ENTERING INTO THIS ORDINANCE, CITY DOES NOT CONSENT TO SUIT, WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- C. IN THE EVENT ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST THE INDEMNITEES BY REASON OF ANY MATTER FOR WHICH THE INDEMNITEES ARE INDEMNIFIED HEREUNDER, COMPANY SHALL, UPON NOTICE FROM ANY OF THE INDEMNITEES, AT COMPANY'S SOLE COST AND EXPENSE, RESIST AND DEFEND THE SAME WITH LEGAL COUNSEL SELECTED BY COMPANY; PROVIDED, HOWEVER, THAT COMPANY SHALL NOT ADMIT LIABILITY IN ANY SUCH MATTER ON BEHALF OF THE INDEMNITEES WITHOUT THEIR WRITTEN CONSENT AND, PROVIDED FURTHER, THAT INDEMNITEES SHALL NOT ADMIT LIABILITY FOR, NOR ENTER INTO ANY COMPROMISE OR SETTLEMENT OF, ANY CLAIM FOR WHICH THEY ARE INDEMNIFIED HEREUNDER, WITHOUT THE PRIOR

WRITTEN CONSENT OF COMPANY. COMPANY'S OBLIGATION TO DEFEND SHALL APPLY REGARDLESS OF WHETHER CITY IS SOLELY OR CONCURRENTLY NEGLIGENT PROVIDED THAT INDEMNITEES MAY BE HELD RESPONSIBLE FOR THE COST OF SUCH DEFENSE PAID FOR BY COMPANY. THE INDEMNITEES SHALL GIVE COMPANY PROMPT NOTICE OF THE MAKING OF ANY CLAIM OR THE COMMENCEMENT OF ANY ACTION, SUIT OR OTHER PROCEEDING COVERED BY THE PROVISIONS OF THIS SECTION 13. NOTHING HEREIN SHALL BE DEEMED TO PREVENT THE INDEMNITEES AT THEIR ELECTION AND AT THEIR OWN EXPENSE FROM COOPERATING WITH COMPANY AND PARTICIPATING IN THE DEFENSE OF ANY LITIGATION BY THEIR OWN COUNSEL. IF COMPANY FAILS TO RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF INDEMNITEE'S WRITTEN NOTICE THAT INDEMNITEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS ORDINANCE, INDEMNITEES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND COMPANY SHALL BE LIABLE FOR ALL REASONABLE DEFENSE COSTS INCURRED BY INDEMNITEES.

SECTION 14. INSURANCE

- A. Company shall insure its obligations and risks undertaken pursuant to this franchise in the form of a formal plan of self-insurance maintained in accordance with sound accounting and risk management practices, or, at its option, maintain insurance coverage throughout the term of the Franchise as follows: Company at his own expense, shall purchase, maintain, and keep in force such liability insurance as will protect him from any and all bodily injury, death, Workers' Compensation, and/or real or personal property damage claims which may arise out of or result from the Company's operations pursuant to this Agreement, whether such operations be by itself or by any agent, contractor, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- B. The types of insurance and coverage limits required herein are as follows:

- (1) Commercial general liability on an occurrence form with minimum limits of \$5,000,000 per occurrence and \$10,000,000 aggregate. This coverage shall include the following:
 - (a) Products/completed operations to be maintained for one year.
 - (b) Personal and advertising injury.
 - (c) Owners and contractors protective liability.
 - (d) Explosion, collapse, or underground (XCU) hazards.
 - (2) Automobile liability coverage with a minimum policy limits of \$1,000,000 combined single limit. This coverage shall include all owned, hired and non-owned automobiles.
 - (3) Workers Compensation and Employers Liability Coverage Statutory coverage limits for Coverage A and \$500,000 Coverage B Employers Liability.
- C. Contractors and Sub-Contractors. Company's shall cause all of its contractor and sub-contractors working within the City to obtain, maintain and provide proof of insurance for the same types of insurance coverage outlined in subsection (1) above; however, the policy limits under the general liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. All other coverage provisions outlined in subsection (B) above shall apply.
- D. To satisfy the insurance requirements outlined in this Section 14 (A)-(C) above, the City may accept:
- (1) Certificates of self-insurance issued by the State of Texas evidencing an approved formal plan of self-insurance maintained by Company in accordance with sound accounting and risk-management practices that provides the same coverage as required herein. Company shall require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming the City as an additional insured, and any excess coverage will name the City as an additional insured up to the amounts required; or

- (2) Copies of a certificate of liability insurance evidencing the coverage required by this section. An insurance certificate shall contain the following required provisions:
- (a) Name the City of Colleyville and its officers, employees, officials, and elected representatives as additional insureds for all applicable coverage;
 - (b) Provide for 30 days' notice to the City for cancellation, non-renewal, or material change; and
 - (c) Provide that notice of claims shall be provided to the City Secretary by certified mail.
- E. All insurance companies shall be rated A+ VI or better by A.M. Best or A or better by Standard and Poor's. The insurance shall be issued in the standard form approved by the Texas State Board of Insurance from an insurance company licensed to do business in the State of Texas.
- F. As between City and Company, Company's insurance shall be primary for liability pursuant to the franchise.
- G. The policy clause "other insurance" shall not apply to the City if the City is an insured under the policy.
- H. Insurance policies obtained by a person must provide that the issuing company waives all right of recovery by way of subrogation against the city in connection with damage covered by the policy.
- I. Any excess coverage purchased solely for the purpose of insuring Company's obligations under this Ordinance will name City as an additional insured up to the amounts required herein.

SECTION 15. TERMINATION

- A. Right to Terminate. In addition to any rights set out elsewhere in this Ordinance, City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that Company violates any material provision of the Franchise.
- B. Procedures for Termination.

- (1) City may, at any time, terminate this Franchise for a continuing material violation by Company of any of the substantial terms hereof. In such event, City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to Company at the address set forth in Section 22 hereof. Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that, if Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.
- (2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. Company shall be provided at least fifteen (15) days prior written notice of any public hearing concerning the termination of the Franchise. In addition, ten (10) days' notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by Company.
- (3) City, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.
- (4) Nothing herein stated shall preclude Company from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.
- (5) Nothing herein stated shall prevent City from seeking to compel compliance by suit in any court of competent jurisdiction if

Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 16. RENEGOTIATION

If either City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

SECTION 17. NO THIRD PARTY BENEFICIARIES

This Ordinance is made for the exclusive benefit of City and Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

SECTION 18. SUCCESSORS AND ASSIGNS

- A. The rights granted by this Ordinance inure to the benefit of Company. Company may, without consent by City, transfer or assign the rights granted by this Ordinance to an Affiliate of Company provided that such Affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder, and has net capital and liquid assets reasonably equivalent to Company's as of the month immediately preceding the transfer or there are provided other guarantees or assurances of the transferee's or assignee's financial ability to perform this Ordinance reasonably acceptable to City. Company shall give City written notice thirty (30) days prior to such assignment.
- B. City will have the right to approve the transfer or assignment of this Franchise except as provided in Section 18.A., provided that City may not unreasonably withhold or delay approval to a transfer or assignment of this Franchise. City shall not be obligated to approve any assignment if the assignee or transferee is materially weaker than Company. For the purpose of this Section 18.B., "materially weaker" means that the long term unsecured debt rating of the assignee or transferee is less than investment grade as rated by both Standard & Poor's Ratings Group, a division of McGraw Hill, Inc. or its successor

("S&P") and Moody's Investors Service, Inc. or its successor ("Moody's"). If the long term unsecured debt rating of the assignee or transferee is not rated by S&P and Moody's or, if rated, such rating is materially weaker than that of Company, City agrees to request and review such additional documents and information reasonably related to the transaction and the legal, financial and technical qualifications of the assignee or transferee, and that said approval shall not be withheld solely on the basis of such ratings, or the lack of such ratings. Any such assignment or transfer shall require that said assignee or transferee assume all obligations of Company to be bound to the same extent as Company hereunder. If within the first ninety (90) days after assignment or transfer to assignee or transferee, City identifies a failure to comply with a material provision of this Franchise, City shall have the right, after notice and opportunity for hearing before Council, to terminate this Franchise.

SECTION 19. COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

This Franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions and the laws of the State of Texas, and all other generally applicable ordinances of the City, not inconsistent herewith, including, but not limited to, ordinances regulating the use of Public Rights-of-Way.

SECTION 20. FORCE MAJEURE

Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event either City or Company is unable to comply with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which such party is so prevented shall not be counted against such party for any reason. The term "force majeure" as used herein shall mean any cause not reasonably within the control of the party unable to comply with its obligation or undertaking hereunder and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakage or accident to machinery or lines of pipe, inability to obtain or delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or

replacement of facilities used in the performance of the obligations contained in this Ordinance.

SECTION 21. PREVIOUS ORDINANCES

When this Ordinance becomes effective, all gas franchise ordinances and parts of franchise ordinances applicable to Company or its predecessors in interest granted by the City of Colleyville, Texas, are hereby repealed; provided, however, such ordinances or parts of ordinances shall survive and remain in effect after the effective date of this Ordinance with respect to Company's obligation to pay City any fees due and payable by Company pursuant to such ordinances or parts of said ordinances, even if such payments are not due until after the expiration and/or termination of said ordinances or parts of ordinances.

SECTION 22. NOTICES

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice:

If intended for City:

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

With copy to:

Whitt L. Wyatt
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road
Suite 700-220
Flower Mound, Texas 75028

If intended for Company:

Manager of Public Affairs
Atmos Energy Corp.
Mid-Tex Division
2000 Reliance Parkway
Bedford, Texas 76021

SECTION 23. PARAGRAPH HEADINGS, CONSTRUCTION

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 24. SEVERABILITY

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

SECTION 25. NO WAIVER

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 26. ACCEPTANCE

- A. In order to accept the Franchise granted herein, Company must file with the City Secretary its written acceptance of this Ordinance within 60 days after the City provides written notice to Company of this

Ordinance's final passage and approval by City (the "City Adoption Notice").

- B. At 11:59 P.M. on December 31, 2043, all rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate; provided, however, this Ordinance and the franchise shall remain in effect after said time and date with respect to Company's obligation to pay City any fees due and payable by Company pursuant to this Ordinance, even if such payments are not due until after the expiration and/or termination of this Ordinance.

SECTION 27. EFFECTIVE DATE

This Ordinance shall become effective on January 1, 2024.

SECTION 28. SEVERABILITY

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of August 2023.

The second reading and public hearing being conducted on 15th day of August 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF AUGUST 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST: CITY OF COLLEYVILLE

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

STATE OF TEXAS	§
COUNTY OF TARRANT	§
CITY OF COLLEYVILLE	§

I, Christine Loven, TRMC, City Secretary of the City of Colleyville, Tarrant County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Colleyville, Texas, at a Colleyville City Council Meeting, held on the 15th day of August 2023, as it appears on record in the approved City Council Meeting Minutes of August 15, 2023.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2023.

Christine Loven, TRMC, City Secretary
City of Colleyville, Texas



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a
Type Resolution
Department Finance

Agenda Date 8/15/2023

Number Resolution R-23-4869

Title

Approval of a proposal to set the ad valorem tax rate for Fiscal Year 2024 at \$0.260991 per hundred dollars of valuation

Explanation

Reading and Public Hearing

The Texas Property Tax Code, Chapter 26, requires taxing units to comply with "Truth-in-Taxation" laws in setting tax rates and performing an effective tax rate calculation. The recommended property tax rate for the City of Colleyville Fiscal Year 2024 budget is \$0.260991/\$100. This rate is higher than the calculated no-new-revenue rate of \$0.239046 and lower than the calculated voter-approval rate of \$0.283010. Legislation requires that a city take several actions in order to be in compliance with Chapter 26 of the Texas Property Tax Code. The City must publish the attached "Notice of 2023 Tax Year Proposed Property Tax Rate for the City of Colleyville". This notice is scheduled to be published within the next week in the Fort Worth Star-Telegram. Due to the City proposing to adopt a rate that exceeds the no-new-revenue rate, a public hearing is required which is scheduled to take place on September 6, 2023 at 7 p.m. on the third floor of 100 Main Street in Colleyville, TX 76034. The rate is scheduled for adoption on September 19, 2023.

To inform the citizens of Colleyville of the proposed FY 2024 tax rate, the attached resolution reflects the City Council's intention to adopt the tax rate of \$0.260991 per hundred dollars of valuation, utilizing the July 25, 2023 certified tax roll as the basis for the proposed tax rate. Formal City Council action stating the proposed FY 2024 tax rate is required in order to have the information necessary to publish the Notice of 2023 Tax Year Proposed Property Tax Rate for the City of Colleyville, as required by Section 140.010 of the Local Government Code.

Financial Impact

The average residential property value for FY 2023 was \$650,119, and the average residential value for FY 2024 is \$730,776. If the proposed tax rate is adopted, it will equate to an average annual property tax payment of \$1,907.26 to support City services, including expansion of our parks and recreation services and debt service.

Recommendation

Approve

Attachments

1. Tax Rate Proposal Presentation
2. 50-876 Notice
3. Resolution R-23-4869



7a. Resolution R-23-4869 Reading and Public Hearing

Fiscal Year 2024 Tax Rate Proposal

City Council
August 15, 2023

Overview



Texas Property Tax law requires that the certified roll and no-new-revenue and voter-approval property tax rates be submitted to City Council

9% Growth from FY23 – FY24, net of new property

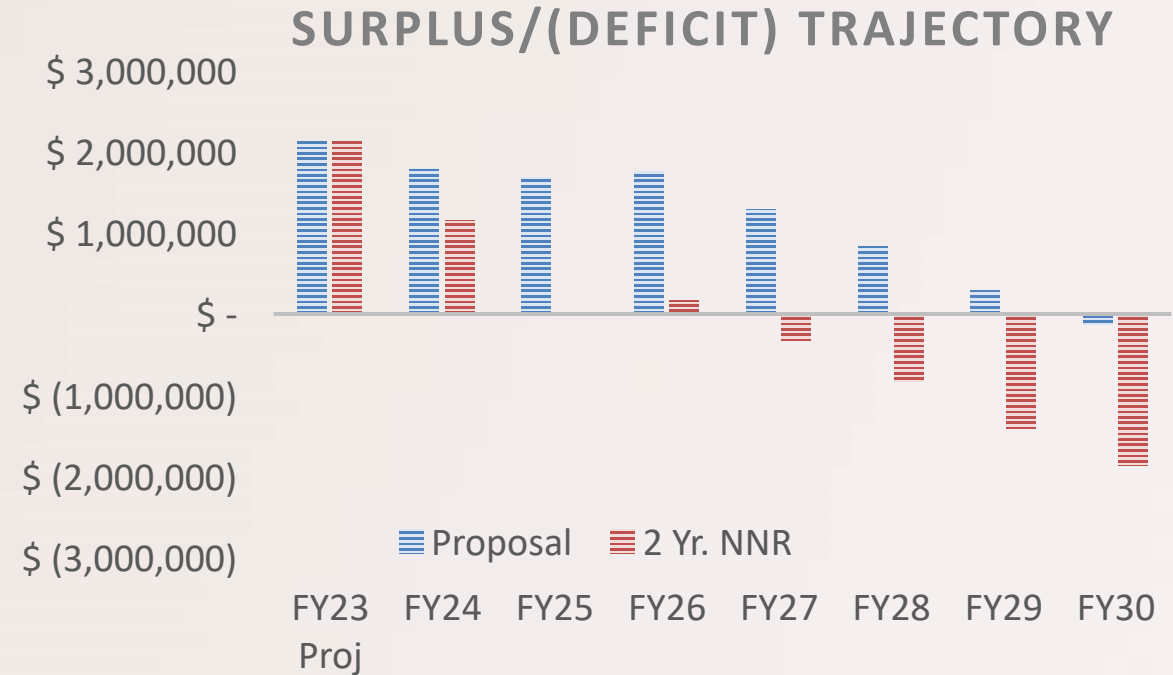
	FY 2023	FY 2024
Certified 2023 Tax Roll	\$ 6,664,106,273	\$ 7,432,858,753
Properties under appeal, incomplete appraisals	\$ 183,727,337	\$ 229,674,447
Projected assessed valuation	\$ 6,847,833,610	\$ 7,662,533,200
New Construction, non-TIF		\$ 69,728,625
Incremental value for TIF	\$ 459,085,629	\$ 498,008,747
TIF 1 (adopted in 1998) – gained 8.1% value	\$ 441,002,903	\$ 476,590,829
TIF 1A (adopted in 2012) – gained 18.4% in value	\$ 18,082,726	\$ 21,417,918
Exempt Properties – up 16.8%	\$ 1,727,563,396	\$ 2,017,869,540
Net Taxable Value, less new growth	\$ 4,661,184,585	\$ 5,076,926,288

No New Revenue Rate Option



NNR Option is Possible for FY24 & FY25 (for sixth and seventh year)

- Accelerates depletion of funds fueling CIP, potentially drives CIP negative (or close to) in at least one year
- Forces cuts or tax increase in FY26
- Aggressively cannibalizes rate



Net Revenue	FY23 Proj	FY24	FY25	FY26	FY27	FY28	FY29	FY30
GF	\$2,097,037	\$ 645,071	\$ (401,557)	\$ (183,541)	\$ (610,665)	\$ (1,039,499)	\$ (1,521,494)	\$ (1,904,530)
CEDC (Non-Cap)	\$ 114,696	\$ 330,634	\$ 312,257	\$ 298,779	\$ 282,745	\$ 267,780	\$ 244,315	\$ 227,038
CCCPD	\$ (12,079)	\$ 160,038	\$ 100,753	\$ 51,694	\$ (2,919)	\$ (56,206)	\$ (121,577)	\$ (172,611)
HOT	\$ (71,569)	\$ 13,468	\$ 9,205	\$ 4,824	\$ 66	\$ (4,689)	\$ (9,802)	\$ (14,067)
Surplus / (Deficit)	\$2,128,084	\$1,149,211	\$ 20,658	\$ 171,755	\$ (330,773)	\$ (832,615)	\$ (1,408,557)	\$ (1,864,170)

Calculation



Appraised Value Summary				
	FY 2023		FY 2024	% Change
Total Taxable Value	\$	6,847,833,610	\$ 7,662,533,200	11.9%
Tax Ceilings	\$	1,727,563,396	\$ 2,017,869,540	16.8%
Net Taxable Value	\$	5,120,270,214	\$ 5,644,663,660	10.2%
Other Deductions				
TIF	\$	441,002,903	\$ 476,590,829	8.1%
TIF1A	\$	18,082,726	\$ 21,417,918	18.4%
Total TIF Values	\$	459,085,629	\$ 498,008,747	8.5%
Net Taxable Value	\$	4,661,184,585	\$ 5,146,654,913	10.4%
New Growth	\$	-	\$ 69,728,625	
Less: New Growth	\$	4,661,184,585	\$ 5,076,926,288	8.9%

City Charter Analysis	
FY 2023 Tax Rate	0.265618
FY 2023 Revenue	\$ 16,368,376
<i>7% Allowed Growth</i>	\$ 1,133,599
<i>New Growth Revenue</i>	\$ 180,530
Total Allowed Growth	\$ 1,314,129
FY 2024 Revenue	\$ 17,682,505
FY 2024 Rate	0.260991
FY 2024 Rate / FY 2023	98.26%
	-0.004627

- Current Tax Rate: \$0.265618
- No-New Revenue Rate: \$0.239046
- Voter Approval Rate (maximum): \$0.283010
- Texas law limits tax rate growth to 3.5%/yr, which can be banked over a course of 3 years. Colleyville has not utilized its 3.5% in that time frame, enabling an increase closer to the City's statutory maximum of 7%

Proposed FY 2024 Property Tax Rate



2022 (FY23) Adopted Rate: \$0.265618

I&S Tax Rate: \$0.009593

M&O Tax Rate: \$0.256026

2023 (FY24) Proposed Rate: \$0.260991

I&S Tax Rate: \$0.009593

M&O Tax Rate: \$0.251399

Tax Rate change: **-\$0.004627**

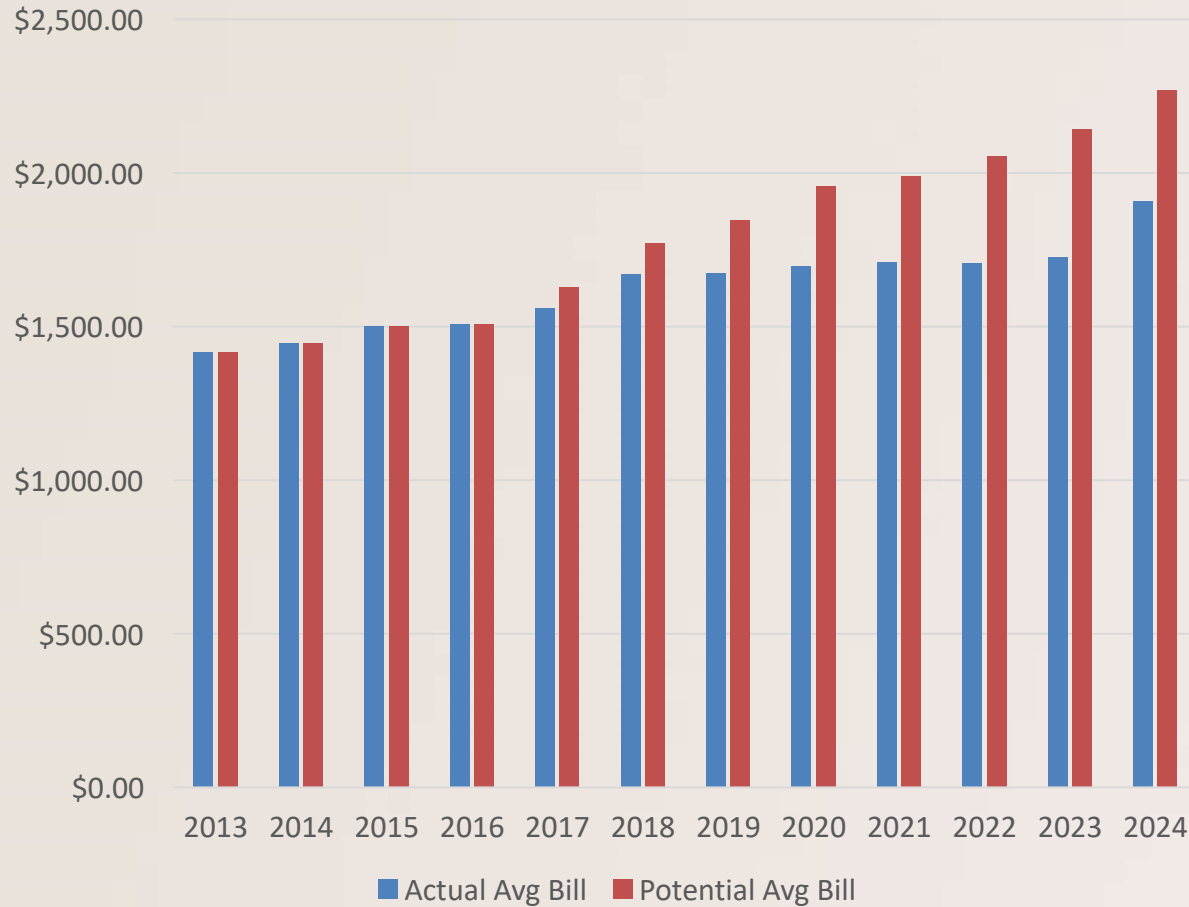
Rate Portion	Rate	Revenue from Rate
Maint. & Ops	\$0.251399	\$1.13m
Int. & Sinking	\$0.009592	\$0.000
TOTAL	\$0.260991	\$1.13m

Budget Year	Average Residential Property Value	Property Tax Rate	Average Property Tax Payment - City
2013	\$397,889	\$0.355900	\$1,416.09
2014	\$406,040	\$0.355900	\$1,445.10
2015	\$421,497	\$0.355900	\$1,500.11
2016	\$423,650	\$0.355900	\$1,507.77
2017	\$460,461	\$0.339130	\$1,561.56
2018	\$500,748	\$0.333834	\$1,671.67
2019	\$521,831	\$0.320800	\$1,674.03
2020	\$552,770	\$0.306807	\$1,695.94
2021	\$562,115	\$0.304365	\$1,710.88
2022	\$584,915	\$0.291778	\$1,706.65
2023	\$650,119	\$0.265618	\$1,726.83
2024	\$730,776	\$0.260991	\$1,907.26

Tax Bill Comparison



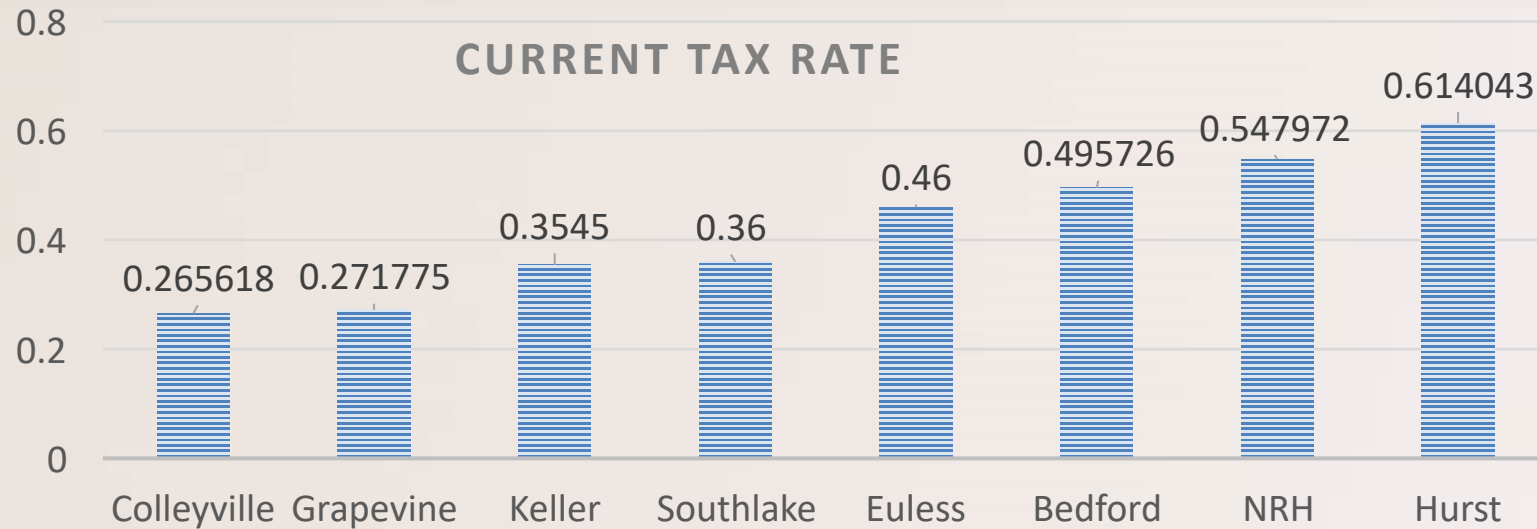
Bill Comparison



Budget Year	Average Residential Property Value	Average Property Tax Payment - City	Allowed Property Tax Payment	Annual Tax Savings
2016	\$423,650	\$1,507.77	\$1,507.77	\$0.00
2017	\$460,461	\$1,561.56	\$1,629.57	\$68.01
2018	\$500,748	\$1,671.67	\$1,772.15	\$100.48
2019	\$521,831	\$1,674.03	\$1,846.76	\$172.73
2020	\$552,770	\$1,695.94	\$1,956.25	\$260.32
2021	\$562,115	\$1,710.88	\$1,989.32	\$278.44
2022	\$584,915	\$1,706.65	\$2,055.98	\$349.33
2023	\$650,119	\$1,726.83	\$2,142.26	\$415.43
2024	\$730,776	\$1,907.26	\$2,270.02	\$362.76

If followed pre-2017 tax rate methodology, Colleyville's rate would be \$0.310632

Tax Bill Comparison



Tax Rate Comparison Table (assuming equalized property value)

City	Tax Rate	Home Value	City Tax Bill	Difference	% Change
Coleyville	0.265618	\$ 650,119.00	\$ 1,726.83	\$ -	
Grapevine	0.271775	\$ 650,119.00	\$ 1,766.86	\$ 40.03	102%
Keller	0.3545	\$ 650,119.00	\$ 2,304.67	\$ 577.84	133%
Southlake	0.36	\$ 650,119.00	\$ 2,340.43	\$ 613.60	136%
Euless	0.46	\$ 650,119.00	\$ 2,990.55	\$ 1,263.71	173%
Bedford	0.495726	\$ 650,119.00	\$ 3,222.81	\$ 1,495.98	187%
NRH	0.547972	\$ 650,119.00	\$ 3,562.47	\$ 1,835.64	206%
Hurst	0.614043	\$ 650,119.00	\$ 3,992.01	\$ 2,265.18	231%

Tax Bill Deconstruction



GCISD
57.26%

Colleyville
13.45%

Tarrant County
Hospital
11.36%

Tarrant County
11.34%

Tarrant County
College
6.59%

Property Tax Rate



Property Taxation Summary for FY24

- Significant net growth led by residential reappraisals, tempered by exemptions
- Proposing rate above the no-new-revenue rate but below current rate by \$.004627
- Increasing the maintenance & operating rate, keeping debt rate the same
- Average residential tax bill calculation increasing by \$181.55 annually (\$15.12/mo)
- New growth nets over \$180k, rate adjustment nets \$1.13m

Next Steps: Meeting Dates



- Aug 22: CEDC budget adoption (Board)
- Sep 5: City Council meeting; hearing on tax rate
Hearing on budget
1st reading year-end budget amendment
1st reading fee ordinance
1st reading utility base rate changes
Adopt CEDC budget and EDCIP

Next Steps: Meeting Dates



- Sep 19: City Council meeting; adopt tax rate/budget
 - Approve year-end budget amendment
 - Adopt fee schedule
 - Approve utility base rates
 - Adopt 5-year CIP

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by _____ last year
(name of taxing unit)
to the taxes proposed to be imposed on the average residence homestead by _____ this year.
(name of taxing unit)

	2022	2023	Change
Total tax rate (per \$100 of value)	2022 adopted tax rate	2023 proposed tax rate	(Increase/Decrease) of (nominal difference between tax rate for preceding year and proposed tax rate for current year) per \$100, or (percentage difference between tax rate for preceding year and proposed tax rate for current year)%
Average homestead taxable value	2022 average taxable value of residence homestead	2023 average taxable value of residence homestead	(Increase/Decrease) of (percentage difference between average taxable value of residence homestead for preceding year and current year)%
Tax on average homestead	2022 amount of taxes on average taxable value of residence homestead	2023 amount of taxes on average taxable value of residence homestead	(Increase/Decrease) of (nominal difference between amount of taxes imposed on the average taxable value of a residence homestead in the preceding year and the amount of taxes proposed on the average taxable value of a residence homestead in the current year), or (percentage difference between taxes imposed for preceding year and taxes proposed for current year)%
Total tax levy on all properties	2022 levy	(2023 proposed rate x current total value)/100	(Increase/Decrease) of (nominal difference between preceding year levy and proposed levy for current year), or (percentage difference between preceding year levy and proposed levy for current year)%

No-New-Revenue Maintenance and Operations Rate Adjustments

Page 3

RESOLUTION R-23-4869

A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS PASSED PURSUANT TO SECTION 26.04 AND 26.05, OF THE PROPERTY TAX CODE OF THE STATE OF TEXAS, APPROVING A PROPOSAL OF THE INTENT TO SET PROPERTY TAX RATES AT \$0.260991 PER ONE HUNDRED DOLLARS VALUATION FOR FISCAL YEAR 2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the designated Taxing Unit Representative for the City of Colleyville, Texas (the "City"), has calculated the amount of the no-new revenue tax rate and the voter approval tax rate pursuant to Section 26.04(c) of the Property Tax Code of the State of Texas (the "Property Tax Code"); and

WHEREAS, pursuant to Section 26.04(e) of the Property Tax Code, the said tax rates have been submitted to the City Council; and

WHEREAS, pursuant to Section 26.05(a) of the Property Tax Code, a taxing unit other than a water district must adopt a tax rate before the later of September 30th or the 60th day after the date of the certified appraisal roll is received by the taxing unit; and

WHEREAS, it appears necessary to adopt a tax rate of \$0.260991 per one hundred dollars of valuation.

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

- Sec. 1. THAT the City Council does, by the approval of this resolution, state its intention to adopt a tax rate for Fiscal Year 2024 of \$0.260991 per one hundred dollars of valuation. The Fiscal Year 2024 tax rate will be adopted at the City Council meeting to be held on September 19, 2023.
- Sec. 2. THAT the 2023 tax roll as certified on July 20, 2023, by the Chief Appraiser of Tarrant Appraisal District is adopted and is the basis for the Fiscal Year 2024 proposed tax rate.
- Sec. 3. THAT this resolution shall take effect from and after the date of its passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____AYES, ____NAYS, ON THIS THE 15TH DAY OF
AUGUST 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

RESOLUTION R-23-4870

A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
AUGUST 15, 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 15TH DAY OF
AUGUST 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor