



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, DECEMBER 19, 2023

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

CALL TO ORDER

- WS-1** Discussion regarding a referendum question to be added to the May 4, 2024 General Election ballot
- WS-2** Discussion of corner lot fence regulations
- WS-3** Discussion of Old Grove pond
- WS-4** Discussion of the December 19, 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 551.071 - Legal - Hall-Johnson Road Water Tank

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

**REGULAR MEETING
7:00 P.M.
CITY COUNCIL CHAMBERS**

**INVOCATION: Pastor Lee Johnson, Bear Valley Church
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-23-4903

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation to Natalie Poveda, Miss Colleyville's Teen, Miss Texas' Teen - Mayor Bobby Lindamood

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4904

- 4a** Approval of the minutes of the regular City Council meeting of December 5, 2023
- 4b** Approval of a First Amendment to the Lease Agreement with Tarrant County 9-1-1 for facility space at the Colleyville Justice Center
- 4c** Approval of a construction contract with Legacy Signs of Texas for the Wayfinding Signage Project, in an amount not to exceed \$94,027.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract
- 4d** Approval of an Interlocal Agreement with Tarrant County for the funding of the Bedford Road Roundabout at Cheek-Sparger Improvements project, and authorizing the City Manager to execute the agreement
- 4e** Approval of an Interlocal Agreement with Tarrant County for the funding of the Heritage Avenue Bridge Replacement and Turn Lane Extensions at Cheek-Sparger Improvements Project, and authorizing the City Manager to execute the agreement
- 4f** Approval of an Interlocal Agreement with Tarrant County for the funding of the John McCain Road Bridge Widening and Curvature Improvements Project, and authorizing the City Manager to execute the agreement
- 4g** Approval of a contract with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the contract
- 4h** Approval to purchase six custom bronze statues of U.S.A. Military Servicemen from the Randolph Rose Collection for the future Heroes Park in an amount not to exceed \$272,800, and authorizing the City Manager to execute related purchasing documents

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - November 2023

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**6a Ordinance O-23-2272**

Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, Fred C. Rice Addition, located at 6103 Hunter Lane, Case ZC23-032

6b Ordinance O-23-2273

Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential for Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-033

6c Ordinance O-23-2274

An ordinance amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

7. CITIZEN COMMENTS**8. REPORTS**

Colleyville Library Board Minutes - October 9, 2023

Sign Board of Appeals Minutes - October 10, 2023

Planning and Zoning Commission Minutes - November 13, 2023

Planning and Zoning Commission Worksession Minutes - November 27, 2023

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, DECEMBER 19, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4905**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, December 15, 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 12/19/2023

Type Worksession

Department City Manager

Title

Discussion regarding a referendum question to be added to the May 4, 2024 General Election ballot

Explanation

This item provides an opportunity to discuss adding a referendum question regarding the Colleyville Recreation Center to the May 4, 2024 General Election ballot.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 12/19/2023

Type Worksession

Department Community Development

Title

Discussion of corner lot fence regulations

Explanation

At the November 21, 2023 City Council meeting, the Council directed staff to prepare possible text changes to the Land Development Code (LDC) with regard to regulations for fences on corner lots. Specifically, the Council wanted to review options for non-opaque fences (e.g. wrought-iron fences) and whether they should be allowed to encroach into the street side yard setback. Currently, all fences on lots less than 40,000 square feet in size are required to meet the full setback distance on the street side.

Attachments

1. Existing and Proposed LDC Language
2. Corner Lot Fence Presentation

Current LDC Language (approved August 20, 2019)

E. Fence and Free Standing Wall Setback Requirements

2. Corner Side Yards: Except where allowed elsewhere in this chapter, no fence or freestanding wall greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. The regulations of 1.a through 1.d above shall apply.

A decorative wall or fence (which is defined as any wall or fence not greater than thirty inches in height and not greater than twenty-five percent opaque construction) within a required street side yard shall not be placed less than three feet (3') from the side property line, and shall not be subject to the provisions of the preceding paragraph.

Optional LDC Language

E. Fence and Free Standing Wall Setback Requirements

2. Corner Side Yards: Except where allowed elsewhere in this chapter, no fence or freestanding wall greater than thirty (30) inches in height and greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. A fence that is greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction may extend into the required street yard and be located not less than two-thirds of the required front setback from the side property line (e.g. 2/3 of the required 30 foot front yard setback for the R-20 district, which is 20 feet). The regulations of 1.a through 1.d above shall apply.

Corner Fence Regulations

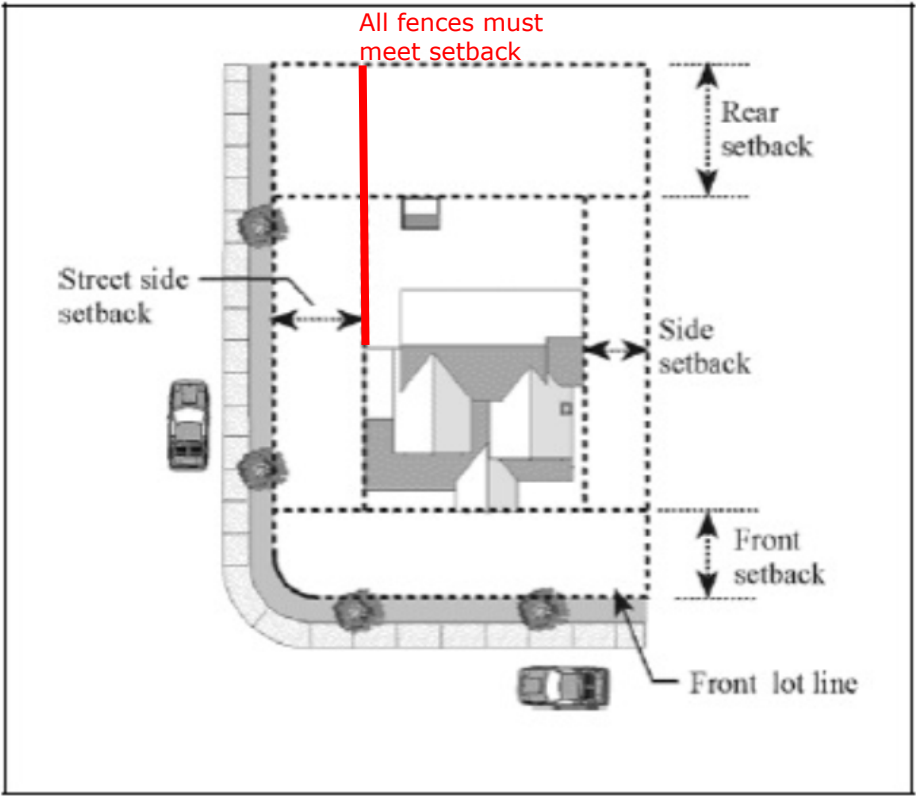
December 19, 2023
Council Worksession

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A decorative wall or fence (which is defined as any wall or fence not greater than thirty inches in height and not greater than twenty-five percent opaque construction) within a required street side yard shall not be placed less than three feet (3') from the side property line, and shall not be subject to the provisions of the preceding paragraph.

Current LDC Language (approved August 20, 2019)



- Complaints from property owners of corner lots not being able to use their property
- Too many SUP cases
- Too restrictive for non-opaque (wrought iron) fences

E. Fence and Free Standing Wall Setback Requirements

2. Corner Side Yards: Except where allowed elsewhere in this chapter, no fence or free standing wall greater than thirty (30) inches in height and greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. **A fence that is greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction may extend into the required street yard and be located not less than two-thirds of the required front setback from the side property line (e.g. 2/3 of the required 30 foot front yard setback for the R-20 district, which is 20 feet).** The regulations of 1.a through 1.d above shall apply.

A decorative wall or fence (which is defined as any wall or fence not greater than thirty inches in height and not greater than twenty-five percent opaque construction) within a required street side yard shall not be placed less than three feet (3') from the side property line, and shall not be subject to the provisions of the preceding paragraph.

Proposed LDC Language

<25% opaque
fences @ 2/3 of
setback

<25% opaque
fences @ 1/2 of
setback

>25% opaque
fences must
meet setback

Street side
setback

Rear
setback

Side
setback

Front
setback

Front lot line



Possible options – Non opaque fences

- Encroach up to 2/3 of required setback? (previous slide)
- Allow for 50% encroachment? 75%?
- Allow to the property line?
- State a setback of 10 feet? 15 feet? 0 feet?

Questions/Comments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 12/19/2023

Type Presentation and Discussion

Department Engineering

Title

Discussion of Old Grove pond

Explanation

This item provides for the discussion of the Old Grove pond rehabilitation and beautification plan.

Attachments

1. Old Grove Pond Presentation

Old Grove Pond Rehabilitation Presentation and Discussion

City Council Worksession

December 19, 2023



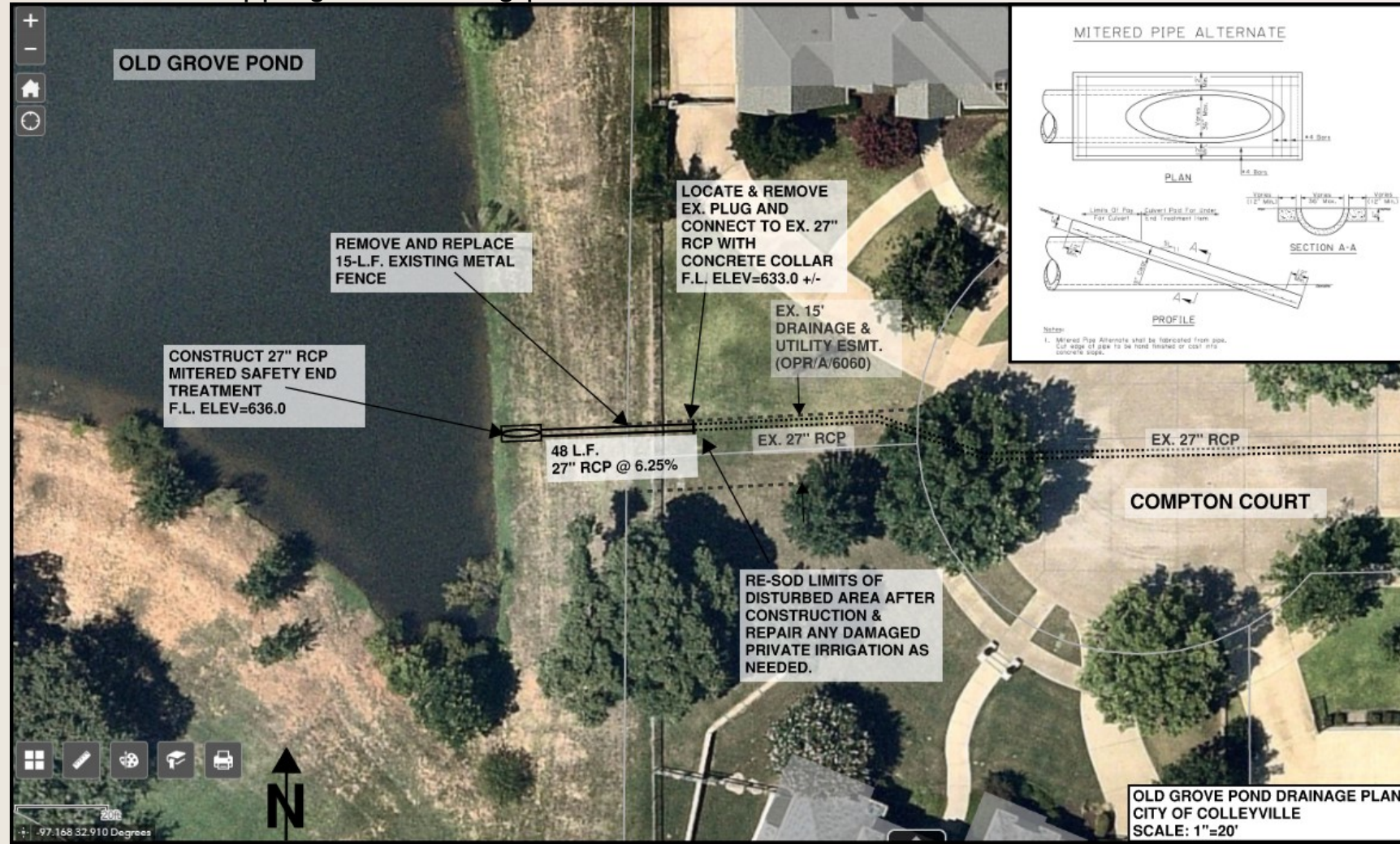
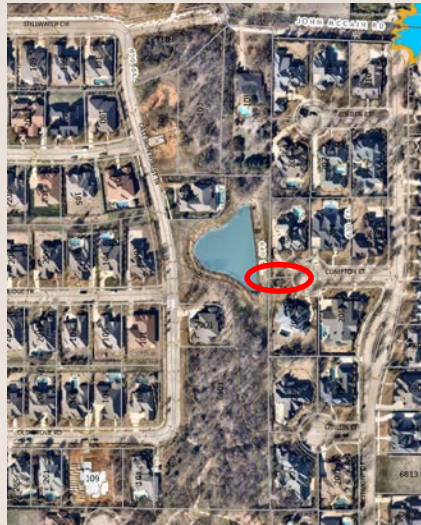
- The City of Colleyville provided Goodwin & Marshall, Inc. with several of the plan sheets and a topographic survey acquired during the platting process.

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

WS-3 Old Grove Pond Rehabilitation

Rehabilitation of Existing Pond to Make Development Code Compliant

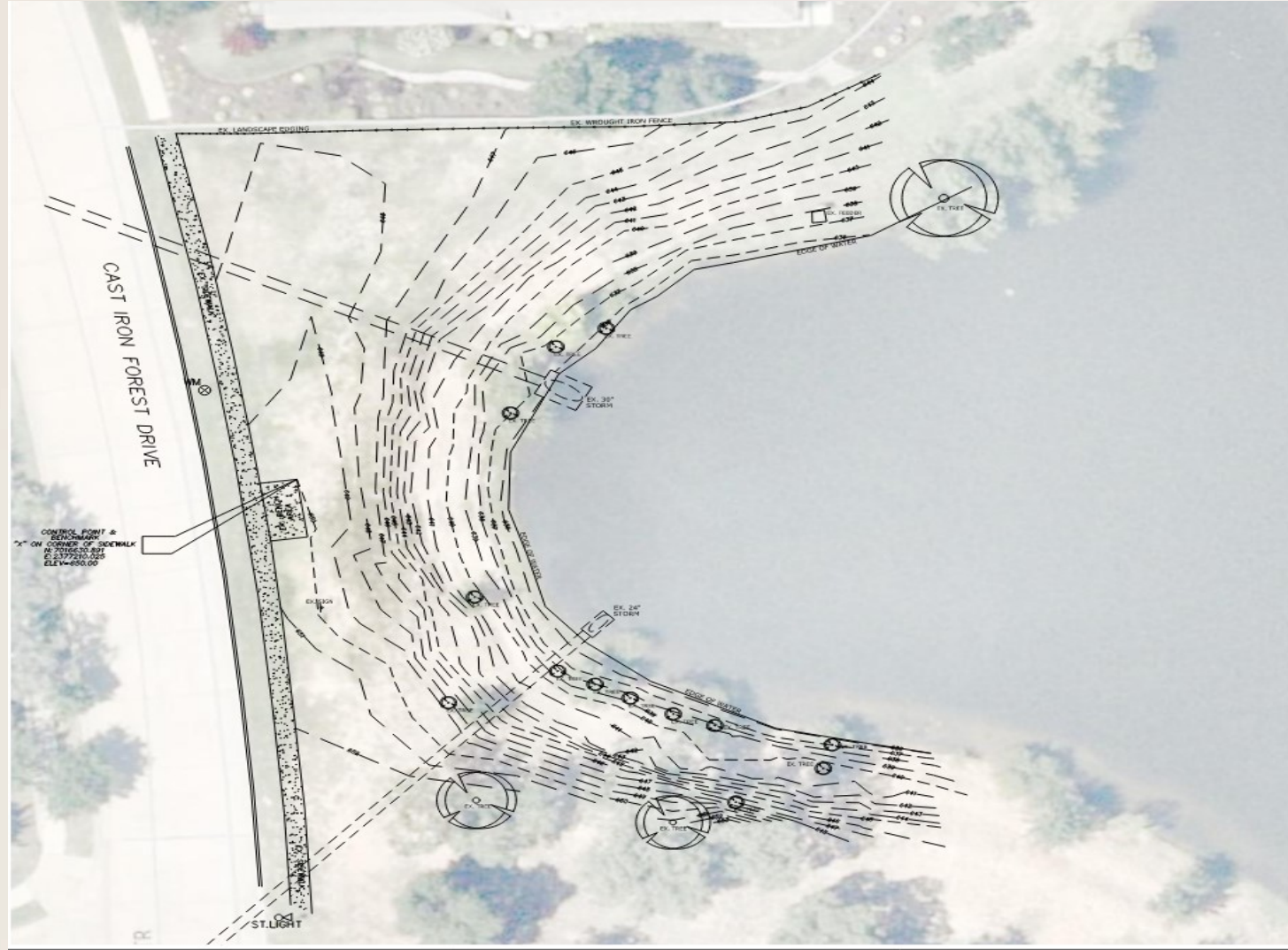
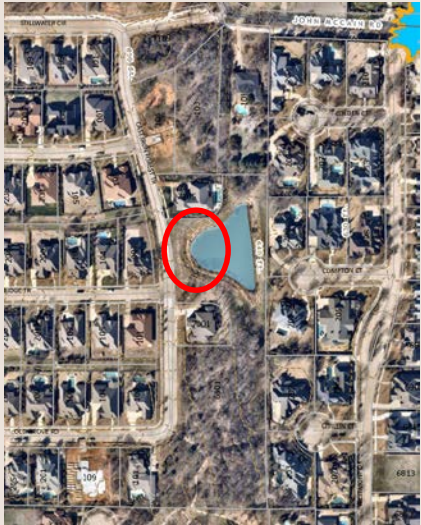
- An existing 27" storm drain stubbed out toward existing Old Grove Pond. Extension of storm drain to the pond allows the 100-year water surface from overtopping the existing pond berms.



WS-3 Old Grove Pond Rehabilitation

Beautification of Existing Pond

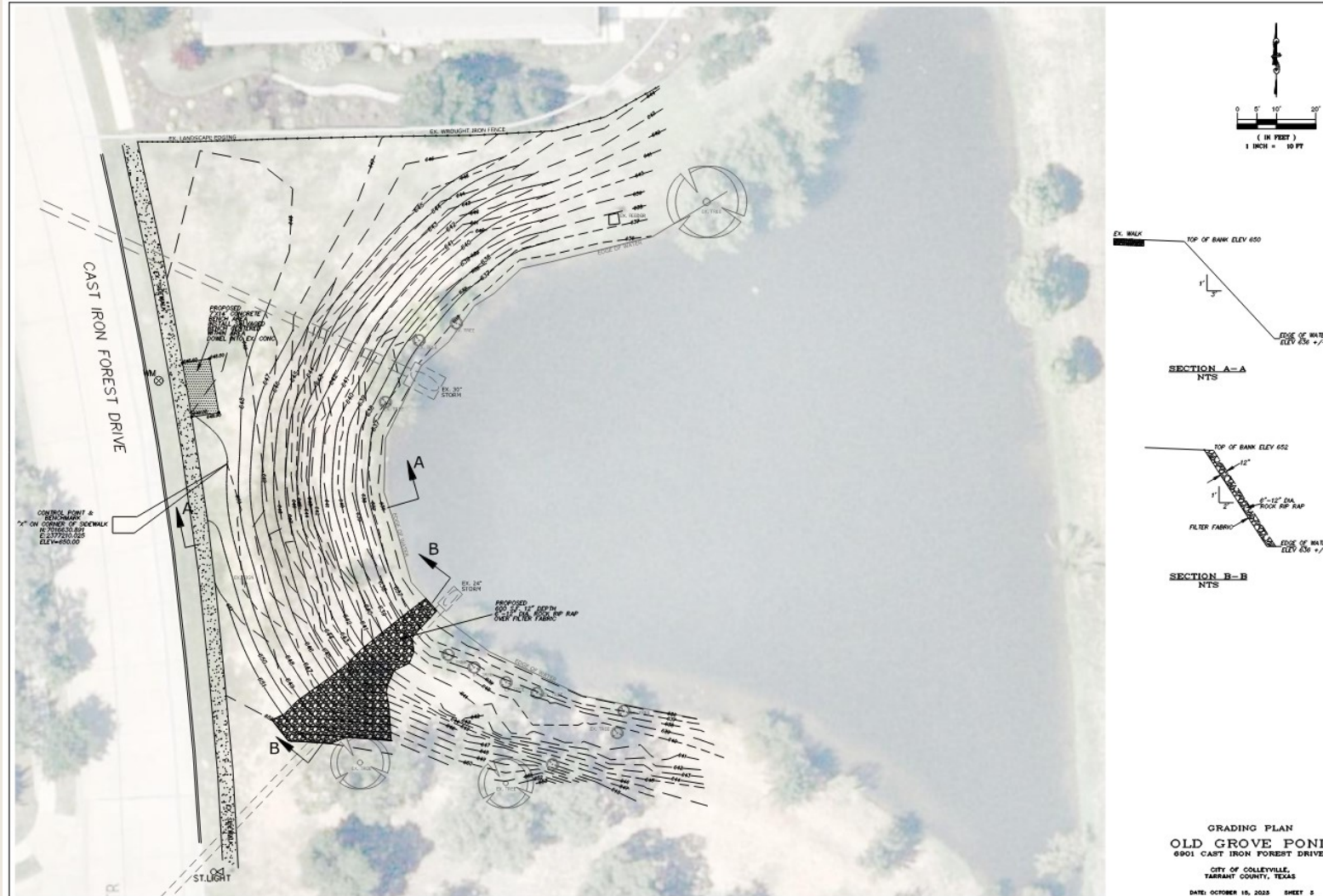
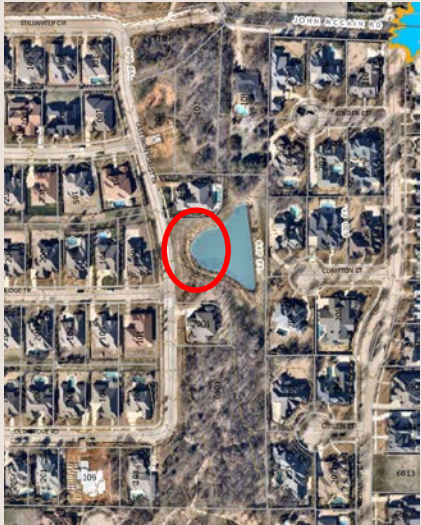
- The Engineering Dept. performed topographic survey to identify slope and erosion issues



WS-3 Old Grove Pond Rehabilitation

Beautification of Existing Pond

- The Engineering Dept. performed grading plan design to make slopes accessible to residents and reduce erosion



WS-3 Old Grove Pond Rehabilitation

Rehabilitation and Beautification of Existing Pond

- The Pond Rehabilitation and Beautification work will be performed by Public Works operations staff.

<u>OLD GROVE POND COST OF CONSTRUCTION</u>				
Line Item	Quantity	Unit	Unit Price	Total
STORM DRAINAGE CONSTRUCTION	1	LS	\$ 10,000.00	\$ 10,000.00
INSTALL BERMUDA SOD	1050	SY	\$ 8.50	\$ 8,925.00
FURNISHING & PLACING TOP SOIL (3"-4")	1050	SY	\$ 5.00	\$ 5,250.00
GRADING	340	CY	\$ 10.00	\$ 3,400.00
ROCK RIP RAP W/ FILTER FABRIC	25	CY	\$ 150.00	\$ 3,750.00
CONCRETE PAVEMENT	95	SF	\$ 10.00	\$ 950.00
EROSION CONTROL/TREE PROTECTION	1	LS	\$ 400.00	\$ 400.00
EQUIPMENT RENTAL COST	1	LS	\$ 4,000.00	\$ 4,000.00
TEMPORARY IRRIGATION (FIRE HYDRANT METER)	1	LS	\$ 3,000.00	\$ 3,000.00
			Subtotal	\$ 39,675.00
			Contingency (15%)	\$ 5,951.25
			Total	\$ 45,626.25

Questions and Discussion



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4 **Agenda Date** 12/19/2023
Type Worksession
Department City Secretary

Title
Discussion of the December 19, 2023, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 12/19/2023

Type Executive Session

Department City Secretary

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 551.071 - Legal - Hall-Johnson Road Water Tank

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-23-4903

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF DECEMBER 19, 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 19TH DAY OF DECEMBER 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 BRIEFING

Agenda Number 3

Agenda Date 12/19/2023

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation to Natalie Poveda, Miss Colleyville's Teen, Miss Texas' Teen - Mayor Bobby Lindamood

Attachments

RESOLUTION R-23-4904

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 19, 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 December 5, 2023
 - b. Approval of a First Amendment to the Lease Agreement with Tarrant County 9-1-1 for facility space at the Colleyville Justice Center
 - c. Approval of a construction contract with Legacy Signs of Texas for the Wayfinding Signage project, in an amount not to exceed \$94,027.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract
 - d. Approval of an Interlocal Agreement with Tarrant County for the funding of the Bedford Road Roundabout at Cheek-Sparger Improvements project, and authorizing the City Manager to execute the agreement
 - e. Approval of an Interlocal Agreement with Tarrant County for the funding of the Heritage Avenue Bridge Replacement and Turn Lane Extensions at Cheek-Sparger Improvements Project, and authorizing the City Manager to execute the agreement
 - f. Approval of an Interlocal Agreement with Tarrant County for the funding of the John McCain Road Bridge Widening and Curvature Improvements Project, and authorizing the City Manager to execute the agreement
 - g. Approval of a contract with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the contract

- h. Approval to purchase six custom bronze statues of U.S.A. Military Servicemen from the Randolph Rose Collection for the future Heroes Park in an amount not to exceed \$272,800, and authorizing the City Manager to execute related purchasing documents

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF DECEMBER 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, DECEMBER 5, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, December 5, 2023, at 5:31 p.m.

ROLL CALL: Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Police Captain Chuck Tinsman, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Engineer Larry Wright, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Presentation and Discussion of Heroes Park 30% Design

Assistant City Manager Adrienne Lothery provided a recap of the inception and concept of Heroes Park and stated the Freese and Nichols team will provide a presentation on the design refinements, proposed graphics, and sculptures, and will seek feedback from the City Council. She then introduced Wendy Bonneau, with Freese and Nichols, who introduced the Freese and Nichols team Sherry Cheng, Henry Hartshorn, Gaylen Laing, Clay Trammell, and Chris Frison, and began the presentation. Ms. Bonneau and Ms. Cheng reviewed the schematic design, site plan, memorial and event areas, and the opinion of probable cost. Mr. Laing reviewed the pavilion and stage structures, and Mr. Frison reviewed the graphics and wall design.

There was discussion of the pavilion and stage roof material, the capacity of the event area and planning for future expansion. Each of the design elements were discussed and City Council directed staff to move forward with securing the statues, the design and material of the eternal flame, and the graphics on the conflict walls and plaques honoring service. Staff will plan for a public open house in mid-February and Freese and Nichols will present 60% plans to Council in mid-March.

City Manager Jerry Ducay stated the funding for Heroes Park will be from the TIF and Mayor Lindamood thanked the Heroes Park Design Committee for their service to the City.

WS-2 Discussion of the December 5, 2023, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:31 p.m. and called the Executive Session to order.

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

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

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

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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 7:09 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

INVOCATION: Neda Moyad, 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-23-4899

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and the City Council made announcements regarding City and community events.

Presentation to the Colleyville Police Department in recognition of achieving state reaccreditation from the Texas Police Chiefs Association Accreditation Program -TPCA representative and Bridgeport Police Chief Steve Stanford to Mayor Bobby Lindamood and Colleyville Police Chief Michael Miller

Texas Police Chief's Association (TPCA) Representative Steve Stanford, Bridgeport Police Chief, presented Chief Miller and Mayor Lindamood with a certificate recognizing the Police Department's achievement of obtaining reaccreditation in the TPCA Accreditation program. Chief Stanford explained the very stringent program, noting there are 173 professional and demanding standards which a department is evaluated on and there are less than 200 departments across the entire state which have received the accreditation, and even fewer who have been reaccredited. Mayor Lindamood thanked Chief Miller for their work and stated the department is the best in the world. Chief Miller recognized department individuals and collectively the entire department for their success. Chief Miller also noted the Colleyville Police Department of one of only five departments in the state to obtain both state and national accreditation.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4900

- 4a** Approval of the minutes of the regular City Council meeting of November 21, 2023
- 4b** Approval of the sale of property, seized items, found items, obsolete and non-serviceable equipment
- 4c** Approval of a construction contract with C. Green Scaping, LP, for the FY23 Green Ribbon Project, in an amount not to exceed \$147,305.00 and a contingency amount not to exceed \$20,000.00, and authorizing the City Manager to execute the contract
- 4d** Approval of an Interlocal Agreement for public health authority inspection services between Tarrant County and the City of Colleyville

Mayor Lindamood read Resolution R-23-4900 in its entirety.

Public Works Director Amber Beard presented items 4b and 4c and Community Development Director Ben Bryner presented item 4d.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Elder made a motion to approve Resolution R-23-4900, with a correction to the November 21, 2023 City Council Minutes as reviewed with Council and staff, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 5 – Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

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

5a Ordinance O-23-2266

Consideration of a Special Use Permit to allow for a fence for Lot 1, Block B, Legacy North, located at 812 Sawyer Drive, Case ZC23-024

Mayor Lindamood read the caption of Ordinance O-23-2266.

Community Development Director Ben Bryner presented this item, a request for a Special Use Permit (SUP) to allow for a fence to extend into the street side yard setback. This item was first heard by the City Council in October which included both a fence and a cabana to be within the street side yard setback. The Planning and Zoning Commission recommended denial. The applicant appealed the item to City Council and officially removed the cabana from the request. The super-majority vote was triggered due to the recommendation for denial. With the removal of the cabana, the City Council remanded the item back to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission recommended approval of the request, but with a 15 foot setback rather than the requested 10 foot setback.

Mayor Lindamood stated the City Council will be working on the side yard requirements of the Land Development Code and noted there is a sister subdivision across from this subdivision and there was confusion regarding the development mirroring the other, and the timing of the change to the regulations.

There was discussion regarding the 10 foot versus 15 foot setback.

Mayor Lindamood opened the public hearing.

Mike Farley, Claffey Pools, advised City Council he measured the side yard setback of the SUP issued a couple of weeks ago, and it is a 10 foot setback.

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

Councilmember Richardson made a motion to approve Ordinance O-23-2266 with a 15 foot setback, seconded by Councilmember Bond.

The motion was approved by the following vote:

Ayes: 5 – Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

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

6a Ordinance O-23-2272

Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, Fred C. Rice Addition, located at 6103 Hunter Lane, Case ZC23-032

Mayor Lindamood read the caption of Ordinance O-23-2272.

Community Development Director Ben Bryner presented this request to rezone to allow for a piece of land to be platted from 6103 Hunter Lane to 6113 Hunter Lane.

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

This was a first reading with no action taken.

6b Ordinance O-23-2273

Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential for Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-033

Mayor Lindamood read the caption of Ordinance O-23-2273.

Community Development Director Ben Bryner presented this item which requires a super majority vote. He explained this request for zoning provides for all ingress and egress to be from Pool Road, will be a gated community with nine lots, all of which comply with R-40 zoning, and contains open space. Director Bryner stated the applicant will present information on typography and house design.

Applicant Curtis Young began his presentation by stating the developer has listened to citizens and the City and have tried to address as many concerns as possible. He noted the surrounding neighborhoods have 10,000 to 20,000 foot lots, and the lots in this proposal are 40,000 feet and above which is a very low density of .65 lots per acre. During the presentation Mr. Young reviewed tree preservation, road design, fencing, entryway, home designs, and drainage.

There was discussion by City Council with the applicant of dedicating trees outside of the lot envelope to a tree preservation, the location of the entrance of Twelve Oaks to The Bluffs, correcting the drainage on the west side of the development, the creek, and topography.

There was discussion regarding what can be built in AG zoning and the property owner discussions with a land trust.

Mayor Lindamood opened the public hearing.

Speaking in support were Jeff Cosand, 2604 Twelve Oaks, David Dudziak, 2301 Wilkes Court, and Stacey Taylor, 4501 Shadycreek Lane.

The following did not wish to speak, but registered opposition.

Steve Wasson, 2413 Wilkes Drive, David Meadows, 3900 Spring Hollow Street, Stephen and Damita Jo Conover, 3043 Creekview Drive, Grapevine, Pierre Conan, 2317 Danielle Drive, Val Reed, 6806 Rockbrook Court, MaryAnn Nicholson, 2101 High Gate Drive, Robert Zebian, 6708 India Court, Bo Bottger, 6800 Atlanta Drive, Judith and John Schaefer, 6803 Atlanta Drive, and Richard Limbacher, 6602 Charleston Drive.

Speaking in opposition were Sam Hearn, 2409 Wilkes Drive, Mike Farrell, 2504 Twelve Oaks Lane, Anne Dyson, 909 Dogwood Court, Vicki Heminger, 6804 Rockbrook Court, Harold Ledbetter, 6700 Pleasant Run Road, Kathy Hadley, 204 Timberline Drive N., Tim and Leisa Waterworth, 6808 Rockbrook Court, Sue Reed, 2512 Independence Road, Bob Egan, 2410 Twelve Oaks Lane, Mike Aycock, 7417 Bramar Terrance, and David Medlin, 2006 Kyle Court.

There was discussion of City Council ethics, what could potentially happen on the land if it remains AG, and the need to define what is being opposed.

City Council requested the developer provide a calculation of possible tree preservation outside the building envelope by the next meeting.

This was a first reading and no action was taken.

6c Ordinance O-23-2274

An ordinance amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

Mayor Lindamood read the caption of Ordinance O-23-2274.

City Manager Jerry Ducay presented this item which is a pass-through rate increase for water and wastewater rates assessed by the Trinity River Authority.

Mayor Lindamood opened the public hearing.

Sayed Sayed, 6705 Sapphire Circle North, spoke regarding the rates and true-up.

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

This was a first reading with no action taken.

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-23-4901**

Consideration of a minor plat with a waiver for lot width on Lot 1, Block 1, MCM Addition, located at 309 Glade Road, Case PC23-010

Mayor Lindamood read Resolution R-23-4901.

Community Development Director Ben Bryner stated this request is to plat the property and allow for the construction of a new single-family home and noted there is currently a home which was built in 1960 and is currently located on the property will be demolished.

There were no questions and Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Graves made a motion to approve Resolution R-23-4901, seconded by Councilmember Bond.

The motion was approved by the following vote:

Ayes: 5 – Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

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

8a Resolution R-23-4883

Consideration of a variance to lot size, lot coverage, and side yard setbacks for lot 27, Community Home Addition, located at 1611 Cherry Lane, Case VC23-004

Mayor Lindamood made a motion to remove Resolution R-23-4883 from the table, seconded by Councilmember Elder.

The motion was approved by the following vote:

Ayes: 5 – Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

Mayor Lindamood read Resolution R-23-4883 in its entirety.

Community Development Director Ben Bryner stated this item was tabled from the October 17, 2023, and has remained tabled for subsequent meetings. Per the Council's request, the applicant ordered a drainage plan from a local engineering firm but what was provided is a grading plan and a fully detailed drainage plan is still outstanding. Comments have been provided to the engineering firm and applicant and the City Engineer is aware of the outstanding work.

Mayor Lindamood stated he feels the applicant is trying to move forward but is not and cannot be ready soon.

Mayor Lindamood made a motion to table Resolution R-23-4883 to a date certain of January 16, 2024, seconded by Councilmember Elder.

The motion was approved by the following vote:

Ayes: 5 – Mayor Bobby Lindamood, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: Mayor Pro Tem Callie Rigney, and Councilmember Chuck Kelley.

9. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North discussed Heroes Park.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, DECEMBER 5, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4902

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 10:22 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 19TH DAY OF DECEMBER 2023.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department Police

Title

Approval of a First Amendment to the Lease Agreement with Tarrant County 9-1-1 for facility space at the Colleyville Justice Center

Explanation

Reading and Public Hearing

The first lease agreement with Tarrant County 9-1-1 (TC911) was signed in 2010 and coincided with the dispatch consolidation with Keller and Southlake. The lease provides for TC911 to utilize approximately 2,500 square feet of space at the Colleyville Justice Center in the old dispatch and jail portions of the building as a back-up 9-1-1 Center. This agreement has been in place since its inception and was last negotiated in 2018 for a duration of five years, renewable upon mutual written agreement of the parties for up to two additional five year terms. City Council approved the first renewal term at the November 8, 2023 City Council Meeting.

The City of Euless Police Department will be under construction for a remodel for approximately 15 to 24 months beginning in February or March 2024. The City of Euless formally requested through Sherry Decker, Tarrant County 911 Executive Director, use of the Colleyville Emergency 911 Public Safety Answering Point (PSAP) during the remodel, and noted the scope and magnitude of the project requires them to relocate the entire police department to other city buildings except for the jail and property operations. Euless also asked Tarrant County 911 to seek approval from the City of Colleyville to allow their use of the facility during the construction period. Ms. Decker then formally made this request to Colleyville through City Manager Jerry Ducay and also advised NETCOM has expressed an interest in using the space for several weeks in May or June. In her request for this collaborative effort between the organizations, Ms. Decker stated no cost will be involved for any PSAP utilizing the space.

With City Council approval, the current TC911 Agreement will be amended to provide for TC911 space at the Colleyville Justice Center to be utilized by the City of Euless and NETCOM as requested.

Financial Impact

TC911 pays the City of Colleyville \$18,750 annually during the term of the lease. No cost changes are proposed as a part of the proposed amendment.

Recommendation

Approve

Attachments

1. Tarrant County 911 District Lease Agreement
2. First Amendment to TC911 Lease Agreement

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF TARRANT §

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Tarrant County 9-1-1 District (TC911), hereafter Tenant, and the City of Colleyville, Texas, hereafter Landlord (each a "party" and collectively the "parties").

WHEREAS, Landlord and Tenant have previously entered into an agreement for the lease of the Premises described herein since October 1, 2010; and

WHEREAS, Landlord and Tenant desire to renew said lease pursuant to the terms and conditions set forth herein; and

WHEREAS, this agreement is made under the authority of §§ 791.001-791.034 Texas Government Code; and

WHEREAS, each party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

WHEREAS, each governing body finds that the performance of this agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

WITNESSETH:

In consideration of Tenant's obligation to pay rent, and of the other terms, covenants, and conditions contained herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Premises, described herein,

TO HAVE AND TO HOLD all and singular, the Premises and improvements, together with the rights, privileges, and appurtenances thereto, belonging unto Tenant for the term described herein.

ARTICLE I. PREMISES

A. THE PREMISES. The leased premises (the "Premises") are located at 5201 Riverwalk Drive, Colleyville, Texas, and generally described as an approximately

2,500 square foot portion of the Colleyville Police Department building, as more particularly depicted on the floor plan attached as Exhibit A.

B. **CONDITION OF THE PREMISES.** Tenant accepts the condition of the Premises in "as is" condition. Any remodeling of the Premises is the responsibility of Tenant, subject to approval by Landlord.

ARTICLE II. TERM OF LEASE

A. **COMMENCEMENT DATE AND LEASE TERM.** The term of this Lease shall begin on December 1, 2018 (the "Commencement Date") and shall continue for a term of five (5) years. This Lease may be renewed, solely upon mutual written agreement of the parties, for up to two additional five (5) year terms, which shall be referred to as the "First Renewal Term" and "Second Renewal Term" respectively. Either party may elect terminate this Lease early without cause during any term hereof by providing written notice of early termination to the other party not less than twelve (12) months prior to the date of termination.

B. **SURRENDER.** Promptly on the final expiration of the term of this Lease or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to Landlord the Premises, broom-clean and in good condition, reasonable wear and tear and casualties provided for in Article IX herein excepted. Additionally, to the extent that Tenant brings hazardous materials onto the premises Tenant covenants and agrees to remove the hazardous materials at no expense to Landlord prior to the expiration or termination of the Lease. Further, Tenant shall surrender all keys to the Premises at the place then fixed for the payment of rent.

C. **HOLDING OVER.** In the event Tenant remains in possession of the Premises after the termination of this Lease without having mutually executed a new or extended lease, Tenant shall be deemed to be a month-to-month Tenant whose rental rate shall be the last rental rate provided for herein plus two-hundred and fifty percent (250%) of such amount, and otherwise subject to all terms, covenants, and conditions of this Lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE III. RENT

A. Rent shall accrue hereunder from the Commencement Date.

B. During the initial term of this Lease, Tenant promises and agrees to pay to Landlord for the Premises, an annual Rental Rate of SEVEN DOLLARS AND FIFTY CENTS (\$7.50) per square foot, equaling \$18,750 per year. Rent shall be paid in advance in quarterly installments of \$4,687.50 on the first day of each calendar quarter, upon billing by Landlord. All payments will be made in accordance with Texas Prompt Payment Act. As a condition of the Lease and as part of the Lease Rent, Tenant further agrees to maintain the radio equipment and console in working condition throughout the term of the Lease.

ARTICLE IV. LIABILITY

LIABILITY FOR CLAIMS. Tenant is solely responsible for any and all claims, liabilities, losses, damages, causes of action, and expenses (including court costs and reasonable attorney's fees) arising from (1) Tenant's occupation of the Premises, use of the Premises, conduct of its business, or any other activity permitted or suffered by the Tenant on the Premises, (2) any default, breach, violation or nonperformance of this Lease or any of its terms, covenants, and conditions, and (3) any act, omission, or negligence of Tenant, or any officer, agent, employee, guest, customer, subtenant, assignee, or invitee of Tenant, including any act, omission, or negligence resulting in injury or death. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Premises. Tenant is responsible for any penalty, damage, or charge incurred or imposed by reason of any violation of law, statute, ordinance, or governmental rule, regulation or requirement now or hereafter in force, by Tenant, or any officer, agent, employee, guest, customer, subtenant, assignee, or invitee of Tenant.

ARTICLE V. INSURANCE AND LIABILITY

A. **INSURANCE.** Tenant shall procure and maintain throughout the Lease Term a policy or policies of insurance, at its sole cost and expense, insuring Landlord as well as Tenant, from all claims, demands, or actions arising out of Tenant's use and occupancy of the Premises, containing bodily injury and property damage combined single-limit coverage of not less than \$1,000,000 per each occurrence. Such insurance shall be carried with companies satisfactory to Landlord, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of such insurance. Tenant may maintain insurance covering the Premises contents from time to time during the Lease Term, providing protection against perils included within the standard Texas form of fire and extended-coverage insurance policy, together with such other risks.

B. **WAIVER OF SUBROGATION.** Landlord and Tenant do hereby mutually waive as against one another all rights of recovery for damage to the extent that such damage is compensated for by insurance maintained by the damaged party; and Landlord and Tenant agree that no party shall have any claim against the other by way of subrogation or assignment.

C. **LANDLORD NOT LIABLE.** Neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, failing plaster, steam, gas, electricity, rain, or water from any source or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants, employees. Landlord or its agents shall not be liable for interference with the light or air, or for any latent defect in the Premises, and any interference with air or light shall not affect this Lease or cause any abatement of Rent.

ARTICLE VI. UTILITIES

Except as provided herein, Tenant shall be responsible for all costs and expenses for the use and connection of utility services for the Premises, including, but not limited to, the payment of any and all utility deposits. Landlord shall provide water and electricity for the Premises at no cost to Tenant. Landlord agrees to maintain back-up generator and provide necessary fuel. Upon request, Landlord will provide Tenant with generator service and fueling records. Tenant shall promptly pay all charges for telephone service and all other utilities furnished to the Premises.

ARTICLE VII. TENANTS USE OF PREMISES

A. **PERMITTED USE.** The Premises may be used and occupied by Tenant as a regional backup site for the Tarrant County 9-1-1 District. Tenant may not change the use of the Premises without Landlord's prior written consent.

B. **PERMITS AND LICENSES.** Tenant shall obtain at its sole cost and expense all permits and licenses required for the transaction of its business in the Premises. Tenant shall not violate any applicable law, ordinance, or governmental regulation now in force or which may hereafter be in force pertaining to the Premises.

C. **PROHIBITED USES.** Tenant shall keep the Premises free from waste or nuisance at all times. Tenant shall not, without Landlord's prior written consent:

1. Damage or deface the walls, ceilings, floors, or any other part of the Premises; or

2. Permit any injury, overloading, or other harm to any part of the Premises or any equipment or fixtures which are attached thereto or used therein, including but not limited to placing any unreasonably heavy loads upon any floor of the Premises.

D. **ALTERATIONS AND ADDITIONS.** Tenant shall not, without Landlord's prior written consent, make any alterations or additions to the Premises. Any alterations or additions, including any fixtures or equipment which are installed to the interior or exterior of the Premises by either party shall upon the termination of this Lease for whatever reason become the property of Landlord and be surrendered with the Premises. Notwithstanding the foregoing, Tenant may install unattached, movable trade fixtures, and may remove same upon termination of this Lease.

ARTICLE VIII. MAINTENANCE AND REPAIR

A. **MAINTENANCE BY LANDLORD.** Landlord shall be responsible only for reasonable maintenance of the foundation, the exterior walls, heating and air conditioning and roof of the Premises; provided, however, that Landlord shall not be required to make any repairs occasioned by the act, omission, or negligence of Tenant, its agents, invitees, contractors, or employees. In the event that the Premises should

become in need of repairs required to be made by Landlord, Tenant shall give immediate written notice of the needed repairs to Landlord. Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord shall be responsible only for the cost of repairs required above, and not for any consequential or other damages resulting therefrom. If repairs cause premises to be unusable for a period of more than ten (10) consecutive business days, then rent shall abate until such time as repairs are completed.

B. **MAINTENANCE BY TENANT.** Landlord shall keep the Premises, including all windows, signs and sidewalks, service ways, and loading areas adjacent to the Premises in good, clean, rubbish-free condition, free from waste and nuisance at all times. Landlord shall make all needed repairs, including without being limited to, maintenance of all direct utility connections and replacement of any cracked or broken windows or other glass. Landlord shall keep in good working condition the air conditioning/heating system, the sprinkler system, if any, and the water heater, repairing and replacing such items as may be necessary from time to time. Tenant shall comply at its sole cost and expense with all governmental laws, ordinances, and regulations applicable to the Premises, except that Tenant shall not be obligated to make any structural changes or alterations to the Premises in order to comply therewith unless made necessary by the act or omission of Tenant, in which event, Tenant shall comply at its expense in accordance with plans and specifications approved by Landlord.

C. **GARBAGE AND TRASH DISPOSAL.** Landlord shall be responsible for making the provision for garbage disposal for the Premises.

ARTICLE IX. CASUALTY

Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty. In the event that all or any portion of the Premises shall be damaged or destroyed by fire or other casualty, Landlord shall elect either to terminate this Lease or to repair and reconstruct the Premises to their condition immediately prior to such damage or destruction. In the event Landlord elects to terminate this Lease, Landlord shall deliver written notice to Tenant on or before thirty (30) days following receipt of Tenant's written notice of the damage to the Premises, and shall refund to Tenant the prepaid Rent, if any, unaccrued as of the date of damage or destruction, less any sum then owing Landlord by Tenant. If Landlord elects to repair and reconstruct the Premises, this Lease shall continue in full force and effect, and said repairs and reconstruction shall be made within a reasonable time thereafter, and Landlord may elect by the delivery to Tenant of written notice made on or before the Landlord's completion of said repair and reconstruction, to extend the Lease Term by a period of time equal to the period of such repair and reconstruction. During the period of repair and reconstruction of the Premises, Tenant agrees to continue operating its business within the Premises to the extent practicable, and rental shall abate proportionately during the period and to the extent that the Premises are unfit for use by Tenant.

ARTICLE X. CONDEMNATION

A. **TERMINATION OPTION.** In the event that all or any portion of the improved portion of the Premises or in excess of twenty-five percent 25% of the parking area of the Premises should be appropriated or taken by any public or quasi-public authority under the power of eminent domain, this Lease may be terminated by either Landlord or Tenant by the delivery of written notice at least thirty (30) days prior to the date title vests pursuant to such taking or acquisition; the termination shall be effective as of the date title vests pursuant to such taking or acquisition, and all rentals shall be paid up to that date.

B. **LEASE OBLIGATION AFTER CONDEMNATION.** In the event that all or any portion of the Premises should be appropriated or taken by any public or quasi-public authority under the power of eminent domain, and this Lease is not terminated by Landlord or Tenant, the Rent payable hereunder during the unexpired portion of this Lease shall be reduced by multiplying the total rental by a fraction the numerator of which is the Square Foot Area of the Premises after condemnation and the denominator of which is the Square Foot Area of the Premises prior to condemnation. Landlord shall repair any structural damage to the Premises caused by the appropriation or taking.

C. **VOLUNTARY CONVEYANCE IN LIEU OF CONDEMNATION.** In the event that any authority having the power of eminent domain requests that Landlord convey to such authority all or any portion of the Premises, Landlord shall have the right to make a voluntary conveyance to such authority of all or any portion of the Premises whether or not proceedings have been filed by such authority; and in the event of any such voluntary conveyance, it shall nevertheless be deemed for the purpose of interpreting this Lease that there has been a taking under the power of eminent domain.

D. **CONDEMNATION AWARDS.** In the event of such an appropriation or taking, whether whole or partial, all awards of compensation shall belong to Landlord, and Tenant expressly waives any claim or right to any such award, except that Tenant shall be allowed to recover from such authority, but not from any portion of any award to Landlord, at Tenant's own cost and expense, the unamortized cost of Tenant's leasehold improvements and trade fixtures.

ARTICLE XI. DEFAULT AND REMEDIES FOR DEFAULT

A. **EVENTS OF DEFAULT BY TENANT.** The following shall be deemed to be events of default by Tenant under this Lease:

1. Tenant shall fail to pay when due any installment of Rent within ten (10) days after written notice from Landlord or any other payment required pursuant to this Lease;

2. Tenant shall fail to comply with any term, covenant, or condition of this Lease, other than the payment of Rent, and fail to cure within thirty (30) days after written notice by Landlord, provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently prosecutes completion of same;

3. Tenant shall be the subject of a petition under Title II of the United States Code, as amended, or under any state bankruptcy laws, whether voluntary or involuntary or be adjudged bankrupt or insolvent under said laws;

4. Tenant shall have receiver or trustee appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

5. Tenant shall do or permit to be done any act which results in a lien being filed against the Premises, and does not discharge of record or bond against said lien within fifteen (15) days following written notice by Landlord to Tenant of the filing thereof.

B. REMEDIES. In the event of default and in addition to all other remedies now or hereinafter provided herein or by law:

1. Landlord may at its option enter and take possession of the Premises and of the personal property of Tenant on which it has a contractual lien immediately without any previous notice of intention to reenter, and may remove all persons and property from the Premises and may take full and exclusive possession of the Premises. Landlord may secure, lock up, cut off utility service to, and attempt to relet the Premises, all without any of such actions being deemed a trespass or an election on Landlord's part to terminate the Lease. If, however, any such default on Tenant's part should be fully corrected and cured before Landlord exercises an option to terminate the Lease, and before Landlord has relet the Premises, then the Premises shall be returned to Tenant, and Tenant may continue in possession hereunder. Tenant expressly waives any and all damages by reason of reentry by Landlord under this Lease.

2. In the event that Landlord elects to reenter the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all Rent and other indebtedness accrued to that date, plus Rent required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration of the term, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting all expenses incurred by Landlord to relet the Premises). In no event shall Tenant be entitled to any excess of any Rent obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant as provided in this Paragraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term.

3. Notwithstanding any prior election not to terminate, Landlord may at any time, including subsequent to a reentry as above provided, elect to terminate this

Lease on account of such default. Upon termination Tenant shall be liable for and shall pay to Landlord the sum of all Rent and other indebtedness accrued to the date of such termination, plus, as agreed and liquidated damages, an amount equal to the Rent and other charges for the remaining portion of the Lease Term (had such term not been terminated by Landlord prior to expiration of the Lease Term), less the then fair rental value of the Premises for said period, both discounted to their present value based upon an interest rate of six percent (6%) per annum; the undersigned parties hereby stipulate that the fair rental value shall in no event be deemed to exceed sixty percent (60%) of the Rent provided for herein for said period.

4. In case of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: the costs of removing and storing Tenants or other occupant's property; the cost of repairing, altering, remodeling, renovating, or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorney's fees.

C. DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes completion of same.

ARTICLE XII. TRANSFERS AND LIENS

A. NO LIEN AUTHORITY. Tenant agrees that it shall not undertake any act which will cause a lien to be filed against the Premises, and Tenant acknowledges that it has no power to encumber or cloud Landlord's title. Tenant further agrees that if, because of any act or omission of Tenant, any mechanics lien or other lien, charge, or order for the payment of money shall be filed against Tenant or any portion of the Premises, or upon the right, title, and interest of Tenant created by this Lease, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within fifteen (15) days after written notice by Landlord to Tenant of the filing thereof. To the extent permitted by law Tenant hereby agrees to indemnify and hold Landlord harmless against and from all costs, liabilities, suits, penalties, claims, and demands resulting therefrom.

B. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease or sublet the Premises only with the prior written consent of Landlord. Tenant acknowledges that this Lease is personal to Tenant for the use specified herein, and that Landlord may withhold its consent, and may further condition any consent on an increase in Rent or any other changes in the terms, covenants, or conditions hereof. The consent by Landlord to any transfer, assignment, or subletting shall not be deemed to be a waiver on the part of Landlord of its rights regarding any future transfers, assignments, or sublettings. If Landlord consents to an assignment or subletting, that consent shall not be effective unless and until Landlord approves in writing the executed assignment or sublease agreement, which agreement shall provide for the Landlord's consent to any amendment,

and for the assignee or sublessee to assume all of the obligations and liabilities of Tenant under this Lease, without relieving Tenant of its obligations under this Lease.

ARTICLE XIII. ACCESS TO PREMISES

Landlord shall have the right to enter upon the Premises (recognizing that Tenant's hours of operation are 8:00 a.m. to 5:00 p.m.) with 24 hours notice for the purpose of inspecting them, making repairs to the Premises, or curing any default of Tenant hereunder that Landlord elects to cure. Landlord shall not be liable to Tenant for any expense, loss, or damage from any such entry. Tenant shall permit Landlord, during the sixty (60) day period preceding the expiration of this Lease, to enter upon the Premises during normal business hours to exhibit same to prospective tenants.

ARTICLE XIV. INTERPRETATION, NOTICES, AND MISCELLANEOUS

A. CHOICE OF LAW; VENUE. This Lease shall be governed by the laws of the State of Texas. Should any action be brought for the interpretation or enforcement of this Lease, venue shall be in Tarrant County, Texas.

B. ADDITIONAL COSTS. In the event that Tenant fails to perform any covenant under this Lease within ten (10) days after written notice from Landlord, including, but not limited to, obtaining permits and licenses and obtaining those items necessary for said permits and licenses, Landlord may cure such failure for the account of and at the expense of Tenant, and the reasonable expenses paid therefore may be added to the rent due Landlord. The rights granted to Landlord under this section are not exclusive, and Landlord shall have all other legal remedies otherwise available to it.

C. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and their respective successors in interest (subject to any restrictions on transfers contained in Article XI) and legal representatives, except as otherwise herein expressly provided.

D. FORCE MAJEURE. In the event that either party is delayed, hindered, or prevented from performing any action required herein, either party shall not be liable or responsible if the delay is due to strike, riot, act of God, shortage of labor or materials, war, governmental laws, regulations, or other restrictions or any other causes of any kind which are beyond the reasonable control of either party, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

E. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be illegal, invalid, or unenforceable under present or future laws shall in no way affect, impair, or invalidate any other provision hereof, and this Lease shall be interpreted as if it had been entered into without such an illegal, invalid, or unenforceable provision.

F. WAIVER; NO REMEDY EXCLUSIVE. The waiver by Landlord of any remedy for the breach of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant, or condition of this Lease, other than failure of the Tenant to provide the particular Rent payments so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent. Further, no remedy herein conferred upon or reserved to the Tenant or Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or hereafter existing under law or in equity. In order to entitle the Tenant and Landlord to exercise any remedy reserved to it in this section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

G. MERGER OF ESTATES. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this agreement shall not cause a merger, and shall, at Landlord's option, terminate all or any existing sublease or subtenancies, or, at Landlord's option, may operate as an assignment to Landlord of Tenant's interest in any or all subleases or subtenancies.

H. LIABILITY. The parties agree that Landlord and Tenant are only responsible for those claims which may be charged against them by virtue of the Texas Tort Claims Act. This agreement may not be construed or interpreted to provide a benefit to any third party to the extent that a third party may bring a cause of action under a third-party beneficiary contract theory.

I. CONSTRUCTION. Whenever in this Lease a singular number is used, the same shall include the plural, and the neutered gender shall include the feminine and masculine genders. The captions used in this Lease are for convenience only, do not constitute a part of the Lease, and shall have no effect upon the construction or interpretation of any term, covenant, or condition herein.

J. NOTICES. All notices or requests provided for in this Lease must be in writing and must be given by depositing the same in the United States Mail, addressed to the party to be notified, Postage Prepaid, and Registered or Certified with Return Receipt Requested. Notices by mail shall be deemed received upon mailing in accordance with the foregoing requirement. Notices shall be sent to the address designated at the conclusion of this Lease.

K. LANDLORD APPROVAL. Whenever and wherever Landlord's permission is required under this Lease, said approval or permission shall not be unreasonably withheld or delayed.

L. USE OF COMMON AREAS. Tenant shall have use of common areas and grounds, in accordance with the use and fee policies set by the Landlord.

M. CANCELLATION PROVISION. Tenant may terminate this Lease on sixty (60) days written notice to Landlord if the notice is given to Landlord within thirty (30) days of Tenant's budget being approved and only if funds are not appropriated by the proper authority to pay for the Rent due hereunder.

N. ENTIRE AGREEMENT. This Lease, together with the exhibits described below which are attached hereto and incorporated herein for all purposes, set forth all agreements between Landlord and Tenant relative to the Premises. All prior negotiations and agreements are merged herein, and no subsequent agreement relative to the subject matter hereof or modification of this Lease shall be binding unless reduced to a writing signed by both parties hereto. The following exhibit has been attached to and incorporated into this Lease:

EXHIBIT "A" - Floor plan

Executed by Landlord the 5th day of February, 2019,


CITY OF COLLEYVILLE [LANDLORD]

ADDRESS: Colleyville City Hall
100 Main Street
Colleyville, TX 76034

Executed by Tenant the 31st day of JANUARY, 2019,

 STUART HYNES
TARRANT COUNTY 9-1-1 DISTRICT [TENANT]

ADDRESS: 2600 Airport Freeway
Fort Worth, TX 76111

B) DEMO/NEW FLOOR PLAN

DEMOLITION
NEW CONSTRUCTION

NOTES BY SYMBOL

1. All dimensions are in feet and inches. Dimensions are given to the center of the wall unless otherwise noted.

2. All areas are to be finished with 1/2" thick concrete.

3. All areas are to be finished with 1/2" thick concrete.

4. All areas are to be finished with 1/2" thick concrete.

5. All areas are to be finished with 1/2" thick concrete.

6. All areas are to be finished with 1/2" thick concrete.

7. All areas are to be finished with 1/2" thick concrete.

8. All areas are to be finished with 1/2" thick concrete.

9. All areas are to be finished with 1/2" thick concrete.

10. All areas are to be finished with 1/2" thick concrete.

11. All areas are to be finished with 1/2" thick concrete.

12. All areas are to be finished with 1/2" thick concrete.

13. All areas are to be finished with 1/2" thick concrete.

14. All areas are to be finished with 1/2" thick concrete.

GENERAL NOTES

1. All dimensions are in feet and inches. Dimensions are given to the center of the wall unless otherwise noted.

2. All areas are to be finished with 1/2" thick concrete.

3. All areas are to be finished with 1/2" thick concrete.

4. All areas are to be finished with 1/2" thick concrete.

5. All areas are to be finished with 1/2" thick concrete.

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13. All areas are to be finished with 1/2" thick concrete.

14. All areas are to be finished with 1/2" thick concrete.

ARCHITECTS	1000 PINE STREET, SUITE 1000 SAN FRANCISCO, CA 94104 415.774.1000 www.hunterharter.com
CLIENT	TARRANT COUNTY WARD 10 DISTRICT
PROJECT	DEMOLITION / NEW FLOOR PLAN
DATE	10/1/11
BY	ALJ

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(TM104486) Page 12 of 12

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL BY THESE PRESENTS:

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment Lease Agreement (“First Amendment”) is entered by and between Tarrant County 9-1-1 District (TC911), hereafter Tenant, and the City of Colleyville, Texas, hereafter Landlord, as of the Effective Date.

WHEREAS, Landlord and Tenant have previously entered into an agreement for the lease of the Premises described herein since October 1, 2010; and

WHEREAS, Tenant desires to expand the use of the premises to temporarily relocate the Euless Police Department during the upcoming construction of their police facilities; and

WHEREAS, Landlord and Tenant now desire to amend the terms of the Lease in the manner provided herein.

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

1. Section A of Article VII. Tenants Use of Premises is hereby amended to read as follows:
 - A. PERMITTED USE. The Premises may be used and occupied by Tenant as a regional backup site for the Tarrant County 9-1-1 District. The Premises may be used as a relocation site of the Euless Police Department during the extended remodel and construction of their police facility. Tenant may not change the use of the Premises without landlord's prior written consent.
2. Except as provided in Paragraph 1 above, the provisions of the Lease Agreement remain in full force and effect without amendment.
3. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of Landlord and Tenant (“the Effective Date”).

Signatures on following page

Executed by Landlord the _____ day of _____, 20____,

CITY OF COLLEYVILLE [LANDLORD]

ADDRESS: Colleyville City Hall
100 Main Street
Colleyville, TX 76034

Executed by Tenant the _____ day of _____, 20____,

TARRANT COUNTY 9-1-1 DISTRICT [TENANT]

ADDRESS: 2600 Airport Freeway
Fort Worth, TX 76111



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department Engineering

Title

Approval of a construction contract with Legacy Signs of Texas for the Wayfinding Signage Project, in an amount not to exceed \$94,027.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

This item seeks the approval of a construction contract with Legacy Signs of Texas for the Wayfinding Signage Project which was authorized in the FY2024-2028 Capital Improvement Program by Resolution R-23-4876 in the amount of \$150,000.00.

The Project consists of the manufacture and installation of four non-illuminated Citywide vehicular directional signs and one vehicular events directory sign.

After a thorough review of pricing, references, and qualifications, the recommendation is to award the contract to Legacy Signs of Texas.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on November 5, 12, 19, 26, and December 3, 2023. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 50 plan holders, of which were 1 architect, 2 engineers, 8 general contractors, 1 government agency, 7 manufacturers, 1 not specified, 6 other, 5 plan rooms, 1 reprographer, 15 sub-contractors, and 3 suppliers.

The City received three sealed bids, which were opened and publicly read aloud on December 5, 2023.

Financial Impact

The funding sources for this project is the Capital Projects Fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

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

City of Colleyville Wayfinding Signage
Bid Tabulation December 5, 2023
ID: ENG-2024-004

Item	Description	Unit	Qty	Legacy Signs of Texas		Platinum Paving LLC		Blink Marketing Inc	
				Unit	Total	Unit	Total	Unit	Total
1	Sign A: Manufacture and install 6'-3" x 2'-6 ½" non-illuminated D/F Vehicular Directional Signage, in accordance with Drawings and Specifications	EA	4.00	\$6,285.00	\$25,140.00	\$18,692.09	\$74,768.36	\$15,333.25	\$61,333.00
2	Site Survey/Sign location staking & marking required to locate signs, in accordance with Drawings and Specifications	LS	1.00	\$1,500.00	\$1,500.00	\$3,437.50	\$3,437.50	\$0.00	\$0.00
Sub Total Base Bid					\$26,640.00		\$78,205.86		\$61,333.00

Alternative Bid 1

1	Provide and install One (1) 75" Samsung OH75A for Sign B, single sided, w/electrical in accordance with Drawings and Specifications	EA	1.00	\$67,387.00	\$67,387.00	\$22,851.94	\$22,851.94	\$45,000.00	\$45,000.00
Sub Total With Alternate Bid 1					\$94,027.00		\$101,057.80		\$106,333.00
3	Owner Construction Contingency; for the sum of: Ten Thousand Dollars	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Grand Total					\$104,027.00		\$111,057.80		\$116,333.00

CONSTRUCTION SERVICES AGREEMENT
COLLEYVILLE WAYFINDING SIGNAGE PROJECT
(Bid #ENG-2024-004)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Legacy Signs of Texas**, a Texas Corporation, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Colleyville Wayfinding Signage (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #ENG-2024-004;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for

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

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

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed ONE HUNDRED AND FOUR THOUSAND AND TWENTY-SEVEN DOLLARS (\$104,027.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors

performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is seventy (70) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before seventy (70) calendar days following the date of City's written notice to proceed to Contractor.

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

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

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

Section 8. Default; Termination; Abandonment

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete

the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and

made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: LEGACY SIGNS OF TEXAS By: _____ Roger Chung CEO Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> Legacy Signs of Texas Attn: Roger Chung, CEO 7923 E McKinney St Denton, Texas 76208 E: roger@legacysignsoftexas.com

GovDox Colleyville Contract ID:
CSA_ED_December 19, 2023_Rev20230112

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Legacy Signs of Texas
Denton, TX United States

Certificate Number:
2023-1103131

Date Filed:
12/12/2023

Date Acknowledged:

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

City of Colleyville

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

EMG-2024-004
Manufacture and install wayfinding signs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chung, Roger	IRVING, TX United States	X	X
	Chung, Yoon Pyo	IRVING, TX United States	X	
	Paul, Saffle	Denton, TX United States		X

5 Check only if there is NO Interested Party.

☐

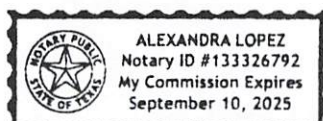
6 UNSWORN DECLARATION

My name is Roger M. Chung, and my date of birth is 12/18/1966.

My address is 6232 Saddlebrook Way, Irving, TX, 75039, Dallas
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 12 day of 12, 2023.
(month) (year)



Roger M. Chung
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Legacy Signs of Texas
Denton, TX United States

Certificate Number:
2023-1103131

Date Filed:
12/12/2023

Date Acknowledged:
12/12/2023

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

City of Colleyville

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

EMG-2024-004
Manufacture and install wayfinding signs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chung, Roger	IRVING, TX United States	X	X
	Chung, Yoon Pyo	IRVING, TX United States	X	
	Paul, Saffle	Denton, TX United States		X

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department Engineering

Title

Approval of an Interlocal Agreement with Tarrant County for the funding of the Bedford Road Roundabout at Cheek-Sparger Improvements project, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The Interlocal Agreement (ILA) provides funds through the Tarrant County 2006 Transportation Bond Program and reimbursement for construction costs associated with the Project in an amount not to exceed \$500,000.

The Project will consist of the construction of the Bedford Road Roundabout at the intersection of Cheek-Sparger Road. The improvements include construction of a single roundabout lane in each direction with associated roadway, medians, and central roundabout improvements. The scope additionally includes curb, gutter, storm drainage, street lighting, and pedestrian improvements.

Financial Impact

The City can seek reimbursement of construction costs in an amount not to exceed \$500,000.

Recommendation

Approve

Attachments

1. ILA Bedford Cheek-Sparger Roundabout

STATE OF TEXAS § Interlocal Agreement for
§ Bedford Road Roundabout at
COUNTY OF TARRANT § Cheek-Sparger, Improvements

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the "COUNTY", and the City of Colleyville, hereinafter referred to as the "CITY", and collectively referred to as the "Parties", for the purpose of providing funding through the Tarrant County 2006 Transportation Bond Program (2006 TBP) to a needed transportation project within the boundaries of both Parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2006 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the "PROJECT", will consist of the construction of the Bedford Road Roundabout at the intersection of Cheek-Sparger Road. The improvements include construction and safety improvements on Cheek-Sparger Road east and west of the current intersection of approximately 450' in total length, on Bedford Road north of the existing intersection of approximately 180' in length and on Bedford Court south of the existing intersection of approximately 195' in length. The scope of the PROJECT includes construction of a single roundabout lane in each direction with associated roadway, medians and central roundabout improvements. The scope additionally includes curb, gutter, storm drainage, street lighting, and pedestrian improvements.

II.

SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including reconstruction, and governmental approval costs (collectively referred to as "Costs");
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Colleyville and the Tarrant County Commissioners Court through the Tarrant County 2006 Transportation Bond Program.”

- I. Compliance with Laws: In providing the services required by this Agreement, CITY'S Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY'S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2024 unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties. Yearly renewals are required and will be initiated by the COUNTY prior to the expiration date herein.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.

REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for the actual eligible PROJECT cost of materials in an amount not to exceed \$500,000.00. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager providing written notification to the COUNTY that the project is complete along with identification of final project costs.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI.

AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII.

ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.

THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.

AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail. In addition, if the CITY seeks an adjustment to the schedule, notice shall be given to the COUNTY 30 days in advance.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:

City Manager
City of Colleyville
100 Main Street
Colleyville, TX 76034

With copy to:

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

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED on this day the ____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare, County Judge

Jerry Ducay, City Manager

APPROVED AS TO FORM:

Criminal District Attorney's Office*

Whitt L. Wyatt, City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

_____.

Fiscal year ending September 30, 2027

\$500,000.00

Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Colleyville
Project Name: Bedford Road Roundabout at Cheek-Sparger Road

Project Schedule (by month/year)

	<u>Start Date</u>	<u>Duration (mo.)</u>	<u>End Date</u>
Design:	Oct.-24	13	Oct.-25
ROW Acquisition	June-25	7	Dec.-25
Construction:	Feb.-26	16	May-27

County Payment by Phase*

Construction:	<u>\$500,000.00</u>
TOTAL:	\$500,000.00

TBP Funding Category: 2006 TBP – Pct. 3 Discretionary

**Invoice Schedule*

Design = N/A

ROW Acquisition = N/A

Construction = Monthly or quarterly throughout the construction period.

Construction = Monthly or quarterly throughout the construction period.

Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY2027	\$0.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department Engineering

Title

Approval of an Interlocal Agreement with Tarrant County for the funding of the Heritage Avenue Bridge Replacement and Turn Lane Extensions at Cheek-Sparger Improvements Project, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The Interlocal Agreement (ILA) provides funds through the Tarrant County 2006 Transportation Bond Program and reimbursement for construction costs associated with the Project in an amount not to exceed \$375,000.

The Project will consist of an extension of the south bound right turn lane onto Cheek-Sparger Road, the construction (or reconstruction) of the culvert north of Cheek-Sparger Road and includes curb, gutter, street lighting, and pedestrian improvements.

Financial Impact

The City can seek reimbursement of construction costs in an amount not to exceed \$375,000.

Recommendation

Approve

Attachments

1. ILA Heritage Avenue

STATE OF TEXAS	§	Interlocal Agreement for
	§	Heritage Avenue Bridge Replacement
	§	and Turn Lane Extensions at
COUNTY OF TARRANT	§	Cheek-Sparger, Improvements

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the "COUNTY", and the City of Colleyville, hereinafter referred to as the "CITY", and collectively referred to as the "Parties", for the purpose of providing funding through the Tarrant County 2006 Transportation Bond Program (2006 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2006 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the "PROJECT", will consist of the construction (or reconstruction) of Heritage Avenue Bridge Replacement and Turn Lane improvements (at the intersection of Heritage Avenue and Cheek-Sparger Road). The improvements include reconstruction and safety improvements on Heritage Avenue from the intersection with Cheek-Sparger Road north approximately 250'. The scope of the PROJECT also includes the regrading of the two lanes and extension of the south bound right turn lane onto Cheek-Sparger Road. The scope additionally includes construction (or reconstruction) of the culvert north of Cheek-Sparger, curb, gutter, street lighting, and pedestrian improvements.

II.

SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including reconstruction, and governmental approval costs (collectively referred to as "Costs");
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Colleyville and the Tarrant County Commissioners Court through the Tarrant County 2006 Transportation Bond Program.”

- I. Compliance with Laws: In providing the services required by this Agreement, CITY'S Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY'S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2024 unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties. Yearly renewals are required and will be initiated by the COUNTY prior to the expiration date herein.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V. REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for the actual eligible PROJECT cost of materials in an amount not to exceed \$375,000.00. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager providing written notification to the COUNTY that the project is complete along with identification of final project costs.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII. THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX. AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail. In addition, if the CITY seeks an adjustment to the schedule, notice shall be given to the COUNTY 30 days in advance.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:

City Manager
City of Colleyville
100 Main Street
Colleyville, TX 76034

With copy to:

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

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED on this day the ____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare, County Judge

Jerry Ducay, City Manager

APPROVED AS TO FORM:

Criminal District Attorney's Office*

Whitt L. Wyatt, City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

_____.

Fiscal year ending September 30, 2026

\$375,000.00

Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Colleyville
Project Name: Heritage Avenue Bridge Replacement & Turn Lane Extensions
at Cheek-Sparger, Improvements

Project Schedule (by month/year)

	<u>Start Date</u>	<u>Duration (mo.)</u>	<u>End Date</u>
Design:	Jan.-24	10	Oct.-24
ROW Acquisition	June-24	7	Dec.-24
Construction:	Feb.-25	13	Feb.-26

County Payment by Phase*

Construction:	\$375,000.00
TOTAL:	\$375,000.00

TBP Funding Category: 2006 TBP – Pct. 3 Discretionary

**Invoice Schedule*

Design = N/A

ROW Acquisition = N/A

Construction = Monthly or quarterly throughout the construction period.

Construction = Monthly or quarterly throughout the construction period.

Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY2026	\$0.00	\$375,000.00	\$0.00	\$0.00	\$375,000.00



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department Engineering

Title

Approval of an Interlocal Agreement with Tarrant County for the funding of the John McCain Road Bridge Widening and Curvature Improvements Project, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The Interlocal Agreement (ILA) provides funds through the Tarrant County 2006 Transportation Bond Program and reimbursement for construction costs associated with the Project in an amount not to exceed \$150,000.

The Project will consist of widening the culvert over the tributary of Big Bear Creek just west of Monticello Parkway with associated asphalt roadway, curb, gutter, inlet, storm pipe, and driveway replacement. The scope additionally includes roadway improvements to the sharp horizontal curve along John McCain at Stillwater Circle.

Financial Impact

The City can seek reimbursement of construction costs in an amount not to exceed \$150,000.

Recommendation

Approve

Attachments

1. ILA John McCain

STATE OF TEXAS § Interlocal Agreement for
§ John McCain Road Bridge Widening
COUNTY OF TARRANT § and Curvature, Improvements

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the "COUNTY", and the City of Colleyville, hereinafter referred to as the "CITY", and collectively referred to as the "Parties", for the purpose of providing funding through the Tarrant County 2006 Transportation Bond Program (2006 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2006 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the "PROJECT", will consist of the construction (or reconstruction) of John McCain Road Bridge Widening Improvements. The PROJECT includes construction of safety improvements on John McCain Road from Monticello Parkway approximately 900' to the curve at Stillwater Circle (Private Drive). The scope of the PROJECT also includes widening of the culvert over the tributary of Big Bear Creek just west of Monticello Parkway with associated asphalt roadway, curb and gutter, inlet and storm pipe, and drive replacement. The scope additionally includes roadway improvements to the sharp horizontal curve along John McCain at Stillwater Circle.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including reconstruction, and governmental approval costs (collectively referred to as "Costs");
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);
- F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Colleyville and Tarrant County Commissioners Court through the Tarrant County 2006 Transportation Bond Program.”

- I. Compliance with Laws: In providing the services required by this Agreement, CITY'S Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY'S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

III.

TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2024 unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties. Yearly renewals are required and will be initiated by the COUNTY prior to the expiration date herein.

IV.

FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V. REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for the actual eligible PROJECT cost of materials in an amount not to exceed \$150,000.00. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager providing written notification to the COUNTY that the project is complete along with identification of final project costs.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII. THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.

AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X. ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI. VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII. SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail. In addition, if the CITY seeks an adjustment to the schedule, notice shall be given to the COUNTY 30 days in advance.

XIII. TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:

City Manager
City of Colleyville
100 Main Street
Colleyville, TX 76034

With copy to:

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

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED on this day the ____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare, County Judge

Jerry Ducay, City Manager

APPROVED AS TO FORM:

Criminal District Attorney's Office*

Whitt L. Wyatt, City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

_____.

Fiscal year ending September 30, 2026

\$150,000.00

Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Colleyville
Project Name: John McCain Road Bridge Widening and Curvature,
Improvements

Project Schedule (by month/year)

	<u>Start Date</u>	<u>Duration (mo.)</u>	<u>End Date</u>
Design:	July-22	19	Jan.-24
ROW Acquisition:	Oct.-23	23	Aug.-25
Construction:	Oct.-25	10	July-26

County Payment by Phase*

Construction:	\$150,000.00
TOTAL:	\$150,000.00

TBP Funding Category: 2006 TBP – Pct. 3 Discretionary

**Invoice Schedule*

Design = N/A

ROW Acquisition = N/A

Construction = Monthly or quarterly throughout the construction period.

Construction = Monthly or quarterly throughout the construction period.

Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY2026	\$0.00	\$0.00	\$0.00	\$150,000.00	\$150,000.00
FY2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4g

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department Engineering

Title

Approval of a contract with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

On September 19, 2023, City Council approved Resolution R-23-4876 adopting the Capital Improvement Program (CIP) Fiscal Year 2020-2024. The CIP includes \$75,000 for Parkway Tree Removal and Replacement along creeks, arterial and collector roads as classified in the City of Colleyville 2015 Thoroughfare Plan. There are sufficient quantities of work items identified by staff for the contractor to perform tree trimming and stump grinding throughout the City.

The initial term of this Agreement is for a period of time beginning upon execution and ending on September 30, 2024. As a part of the terms of the agreement, the City and the Contractor can agree to extend this agreement for up to four (4) additional one year periods after the initial term.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on November 19, 26, and December 3, 2023. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 23 plan holders, of which 3 were general contractors, 1 government agency, 2 not specified, 6 sub-contractors, 1 supplier, 3 plan rooms, and 7 others.

The City received three sealed bids, which were opened and publicly read aloud on December 5, 2023.

Financial Impact

The funding source for the project is the Capital Projects Fund
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Form 1295
3. Resolution R-23-4876 CIP

CONSTRUCTION SERVICES AGREEMENT
FY2024 ANNUAL TREE TRIMMING SERVICES
(Bid #ENG-2024-005)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **The Lawn Firm, INC.**, a Texas Corporation, hereinafter called “Contractor”, and the **City of Colleyville, Texas**, hereinafter called “City”.

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as “services”, specified in the Contract Documents and Section 1 of this Agreement.

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the FY2024 Annual Tree Trimming Services (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

The term of this Agreement shall become effective on the last date of execution hereof (the “Effective Date”) and shall remain in effect for a period of one (1) year (the “Initial Term”), unless sooner terminated as provided in this Agreement. The parties may, upon mutual written agreement, renew this Agreement for up to four additional one (1) year periods (each a “Renewal Term”). City may, in its sole discretion, extend the term hereof as necessary to allow Contractor to complete work on any uncompleted work authorized by City prior to the expiration of this Agreement. Notwithstanding the foregoing, this Agreement may be sooner terminated as provided herein.

Section 3. Contract Documents

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #ENG-2024-005;
 - (3) City’s written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
 - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor’s performance of the services for the Project, it shall be the Contractor’s obligation to seek clarification as to which requirements or provisions

control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

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

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

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SEVENTY-FIVE THOUSAND

DOLLARS (\$75,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

(c) Schedule of Values and Application for Payment. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is three hundred sixty-five (365) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before three hundred sixty-five (365) calendar days following the date of City's written notice to proceed to Contractor.

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

commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

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

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

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

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

Section 8. Default; Termination; Abandonment

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete

the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and

made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: THE LAWN FIRM, INC. By: _____ Thomas M. Monks Owner Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> The Lawn Firm, INC. Attn: Thomas M. Monks, Owner 1603 Hall - Johnson Road, Colleyville, TX, USA Colleyville, Texas 76034 E: {notice.email}

GovDox Colleyville Contract ID:
CSA_ED_December 19, 2023_Rev20230112

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

The Lawn Firm, Inc.
Colleyville, TX United States

Certificate Number:
2023-1102707

Date Filed:
12/11/2023

Date Acknowledged:
12/11/2023

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

The City of Colleyville

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

ENG-2024-0035
FY2024 Annual Tree Trimming Contract

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

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

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

The Lawn Firm, Inc.
Colleyville, TX United States

Certificate Number:

2023-1102707

Date Filed:

12/11/2023

Date Acknowledged:

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

The City of Colleyville

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

ENG-2024-0035

FY2024 Annual Tree Trimming Contract

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

5 Check only if there is NO Interested Party.



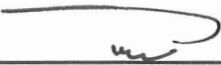
6 UNSWORN DECLARATION

My name is Thomas M Monks, and my date of birth is 04/06/68.

My address is 2016 Pembroke Dr, Fort Worth, TX, 76110, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 11 day of Dec, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION R-23-4876

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 19, 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 September 6, 2023
 - b. Approval to use the Voluntary Library Fund in Fiscal Year 2024, for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$190,000
 - c. Approval of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$236,840.00, and any associated change orders, in an amount not to exceed 25% of the original contract price, and authorizing the City Manager to execute the contract
 - d. Approval of a First Amendment to Ground and Tower Lease between the City of Colleyville and Verizon Wireless for the water tower located at 6015 Bransford Road, and authorizing the City Manager to execute the agreement
 - e. Adoption of the Fiscal Year 2024 to 2028 Capital Improvement Program (CIP)

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS ON THIS THE 19TH DAY OF SEPTEMBER 2023.

Mayor Bobby Lindamood	<u>Absent</u>	Mayor Pro Tem Callie Rigney	<u>Aye</u>
Brandi Elder, Place 1	<u>Aye</u>	George Bond, Place 2	<u>Aye</u>
Scotty Richardson, Place 3	<u>Aye</u>	Ben Graves, Place 4	<u>Aye</u>
Chuck Kelley, Place 5	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Callie Rigney
Mayor Pro Tem



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4h

Agenda Date 12/19/2023

Number Resolution R-23-4904

Type Resolution

Department City Manager

Title

Approval to purchase six custom bronze statues of U.S.A. Military Servicemen from the Randolph Rose Collection for the future Heroes Park in an amount not to exceed \$272,800, and authorizing the City Manager to execute related purchasing documents

Explanation

Reading and Public Hearing

This item provides for the purchase of six custom bronze statues of U.S.A. Military Servicemen for the future Heroes Park. The Heroes Park Design Committee, comprised of citizens, veterans, and City Councilmembers, met multiple times throughout 2023 to recommend the overall park design. At the October 24, 2023 meeting, the Design Committee recommended including the six statues to represent each military branch (Army, Navy, Coast Guard, Air Force, Space Force, and Marines). Recommended details included representing the servicemen in working uniforms worn in present-day, as opposed to historical uniforms, as shown in the attached proposal. At the December 5, 2023 City Council Worksession, City Council voiced support for the committee's recommendations.

As the custom bronze process requires substantial production time (8-14 months), it is recommended to order the statues prior to the construction project bidding process to ensure the statues are ready in time for the park opening.

Financial Impact

Funding for this purchase is available in the Tax Increment Financing (TIF) Fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Randolph Rose Contract
2. Custom Bronze Statue Proposal
3. Randolph Rose Collection Sole Source Letter - City of Colleyville
4. Form 1295

Randolph Rose Collection, Inc.
 500 Nepperhan Ave
 Yonkers, NY 10701
 (914) 423-2047
 Info@RandolphRose.com
 www.RandolphRose.com



Invoice

BILL TO

City of Colleyville
 c/o Adrienne Lothery
 100 Main Street
 Colleyville, TX 76034

SHIP TO

City of Colleyville
 c/o Adrienne Lothery
 100 Main Street
 Colleyville, TX 76034

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
Y5741	12/08/2023	\$272,800.00	50% Deposit	

SHIP VIA

Insured Truck

EMAIL

Alothery@colleyville.com

PHONE

817.503.1112

DESCRIPTION	QTY	RATE	AMOUNT
Bronze:Custom Randolph Rose Collection (RRC) to custom design & cast six life-size Bronze Soldiers Saluting. The soldiers will represent each branch of the Military; Airforce, Army, Coast Guard, Marines, Navy and Space Force. RRC to design each statue from the images provided in our proposal. The soldier statues will be in the same orientation with all six Standing, all Saluting, all in Battle Dress and made with current features of a Modern Day Soldier. Specific details from each branch of the Military will be represented so that they can easily be distinguished and recognized from afar. The Process: 3D Design: RRC will use the provided images to create a 3D mold of each design. RRC will revise or modify the 3D molds until the design is approved for the next steps of creating the six life-size clay molds. Clay Mold: RRC will design and create six all original clay molds based on the 3D rendering. Throughout the mold making process, RRC will email updates of the clay molds in progress, including different angles of the designs for review. RRC will be advised of any changes, alterations or corrections to the clay molds prior to casting. RRC will proceed to next steps of bronze casting after written approval of the clay molds. Casting: Using the approved clay molds, RRC will cast the sculptures in bronze utilizing the "lost-wax" casting method. * All custom statue designs created by RRC to become part of the RRC collection.	1	264,800.00	264,800.00

DESCRIPTION	QTY	RATE	AMOUNT
Patina & Wax: RRC recommends an all classic brown, traditional bronze patina. Coats of wax will be applied to protect and seal the finished sculptures. Base: RRC will design and create matching bronze bases for all six statues. Mounting brackets will be placed under each base for installation purposes. RRC will include mounting brackets and supply threaded bolts used for anchoring. A schematic of the mounting bracket placement can be provided prior to shipping. Time-frame for this project is estimated at 8-14 months. This is all dependent on the review and critique of the molds by The City of Colleyville being communicated in a timely manner of one week. Delays from this time-frame may add time to the final completion date. Additionally, any deviations from the original designs will be billed upon on an hourly basis of \$250/hr. This includes changes to position, pose, and other specific details. Randolph Rose Collection will create six all original bronze statues for The City of Colleyville. Randolph Rose Collection will do so with the understanding that these are original designs and such the creation of the statues will not be in violation of any other parties intellectual property rights. In that regard, it is understood that The City of Colleyville will indemnify the Randolph Rose Collection for all cost and expenses incurred, including reasonable attorney fees. Delivery RRC will fully insure all six life-size soldier statues and ship with a white glove delivery company that will bring the statues to the delivery site. cost for insured delivery approximately 3%. Terms Payments in Milestones: 1st Payment: \$136,400 to initiate 3D design & production of six life-size clay molds. 2nd Payment \$68,200 upon written approval of six life-size clay molds for casting in bronze. 3rd Payment \$68,200 upon completion of bronze casting and ready for delivery.	1	8,000.00	8,000.00

Thank You!

BALANCE DUE

\$272,800.00

Please Sign Here: _____

Date: _____

Final sale. Minimum 50% deposit required on all orders unless noted above.
Upon failure to pay, purchaser will be responsible for collection costs, including legal Fees. This order is non-cancellable. Upon receipt of merchandise, purchaser shall immediately notify Randolph Rose Collection of any defect in merchandise. Failure to notify the Randolph Rose Collection within 7 days is deemed to be a waiver of claim with respect to such defect.

Randolph Rose
Collection
Design Studio

500 Nepperhan Ave
Yonkers, NY 10701

RandolphRose.com

914-423-2047

Custom Bronze Statue Proposal



RANDOLPH ROSE
COLLECTION

the art of bronze



About Randolph Rose Collection

The Randolph Rose Collection is a family owned and operated company which specializes in custom hand-made bronze sculpture, statues, fountains and plaques for public & private spaces.

Since 1972, we have grown from a family business to one of the largest design resources, with a passion for creating the highest quality bronze sculptures and fountains. With our 51 years of experience, we can design, create and cast bronze in nearly any shape, size and pose you desire.

Our collection of bronze statuary is featured throughout the world at; Municipalities, Veteran Memorials, Military Facilities, Museums, Police and Fire Departments, Universities, Hospitals, Sports Stadiums, Schools, Parks, Resorts, Shopping Centers, Libraries, Art Galleries, Golf Clubs, Cemeteries, Charitable Organizations & Private Gardens.

Much more than bronze goes into a Randolph Rose design. There's a depth of caring, pride and respect that drives someone to commission a work of art that honors a person, place or idea. We'll work closely with you to channel those emotions into something that will last forever.

We're excited about the opportunity to work with you and look forward to turning your inspiration into bronze reality today!

Jordan Rose & The Rose Family.

- Randolph Rose Collection (RRC) to custom design & cast six life-size Bronze Soldiers Saluting. The soldiers will represent each branch of the Military; Airforce, Army, Coast Guard, Marines, Navy and Space Force.
- RRC to design each statue from the images provided in this proposal. The soldier statues will be in the same orientation with all six Standing, all Saluting, all in Battle Dress and made with current features of a Modern Day Soldier. Specific details from each branch of the Military will be represented so that they can easily be distinguished and recognized from afar.

Our Process:

3D Design:

- RRC will use the provided images to create a 3D mold of each design. RRC will revise or modify the 3D molds until the design is approved for the next steps of creating the six life size clay molds.

Clay Mold:

- RRC will design and create six all original clay molds based on the 3D rendering. Throughout the mold making process, RRC will email updates of the clay molds in progress, including different angles of the designs for review. RRC will be advised of any changes, alterations or corrections to the clay molds prior to casting. RRC will proceed to next steps of bronze casting after written approval of the clay molds.

Casting:

- Using the approved clay molds, RRC will cast the sculptures in bronze utilizing the “*lost-wax*” casting method. Bronze is an extremely durable metal used for artwork and is designed to be placed outside all year round.

* All custom statue designs created by RRC to become part of the RRC collection.

Patina & Wax:

- RRC recommends an all classic brown, traditional bronze patina. Coats of wax will be applied to protect and seal the finished sculpture. Other color options can be offered for no additional charge.

Base:

- RRC will design and create matching bronze bases for all six statues.

Mounting Brackets:

- Mounting brackets will be placed under each base for installation purposes.

Installation:

- RRC will include mounting brackets and supply threaded bolts used for anchoring. A schematic of the mounting bracket placement can be provided prior to shipping.

Delivery:

- RRC will fully insure all six life size soldier statues and ship with a white glove delivery company that will bring the statues to the delivery site. cost for insured delivery approximately 3%.

Bronze Plaque:

- A Custom bronze plaque can be designed to complement each sculpture. Price to be determined after more in depth consultation with respect to size, shape, wording, borders and custom image options.



RANDOLPH ROSE
COLLECTION
the art of bronze

Terms of the Project

Custom Life-Size Bronze Soldier Saluting Statues

- | | |
|--|---------------------------------|
| 1. Army Soldier \$30,000 (RRC using part of previous soldier mold) | 4) Air Force Soldier \$48,000 |
| 2. Navy Female Soldier \$42,800 (RRC complimentary pricing) | 5) Marines Soldier \$48,000 |
| 3. Coastguard Soldier \$48,000 | 6) Space Force Soldier \$48,000 |

Total for all six bronze statues delivered \$272,800

Includes the following:

- Preliminary research & design
- 3D rendering of each design
- Production of 6 life-size clay molds
- Lost Wax Bronze Casting of 6 life-size sculptures
- Patina & Wax
- Mounting brackets placed under bases
- Insured White Glove Delivery

Terms – Payments in Milestones

- 1st Payment: 50% (\$136,400) to initiate 3D design & production of 6 life size clay molds
- 2nd Payment: 25% (\$68,200) upon written approval of 6 life size clay molds for casting in bronze
- 3rd Payment: 25% (\$68,200) + delivery upon completion of bronze casting and ready for delivery

Timeframe:

Approximately 8-14 months after initial deposit received

Six Custom Saluting Soldier Statues

Army



Navy



Coast Guard



Air Force



Space Force



Marines



ARMY



Life-size Caucasian American male saluting in current Army working uniform with matching cap and exposed laced boots to match standard Army uniform protocol.

American “U.S Army” tag on the chest and American flag on the right arm to enforce the representation of The Army.



RANDOLPH ROSE
COLLECTION
the art of bronze

NAVY



RANDOLPH ROSE
COLLECTION
the art of bronze

Life-size Caucasian American female saluting in current Navy working uniform with matching cap, hair in a tight bun and exposed laced boots to match standard Navy uniform protocol.

“U.S. Navy” tag on chest, reversed American flag on the right arm and two traditional Navy Seal tags added to the chest and left arm. An eagle carrying a trident and pistol to represent battle on land and sea to enforce the representation of The Navy.

COAST GUARD



Life-size Hispanic American male saluting in current Coast Guard working uniform with rolled up buttoned sleeves and matching cap with exposed laced boots to match standard Coast Guard uniform protocol.

“U.S. Coast Guard” words and emblem on cap with the emblem also on the right chest pocket to enforce the representation of the Coast Guard.



RANDOLPH ROSE
COLLECTION
the art of bronze

AIR FORCE



Life-size Caucasian American male saluting in current Air Force flight jumpsuit with traditional flight cap and laced boots under suit to match standard Coast Guard uniform protocol.

American flag on left sleeve with Air Force patch on the chest above the left zipper showcasing the plane and insignia to enforce the representation of the Air Force.



RANDOLPH ROSE
COLLECTION
the art of bronze

Space Force



RANDOLPH ROSE
COLLECTION
the art of bronze

Life-size African American male saluting in current Space Force working uniform with matching cap and exposed laced boots to match standard Space Force uniform protocol.

American flag patch above U.S. Space Force patch on the left sleeve and two tags on the left side of the chest to enforce representation of the Space Force.

Marines



RANDOLPH ROSE
COLLECTION
the art of bronze

Life-size Caucasian American male saluting in current Marine working uniform with matching cap and exposed laced boots to match standard Marine uniform protocol.

Cap to be slightly raised on the head, exposing a signature Marine buzz cut in the back and on the sides. Sleeves will be rolled up in the traditional manner distinctive to the Marine Corps to showcase their Semper Fi spirit.

“U.S Marine” tag on the chest, rolled up sleeves and haircut to enforce the representation of the Marines.



RANDOLPH ROSE
COLLECTION
the art of bronze

The Art of Lost Wax Casting

THE RUBBER MOLD: Our artists create an original sculpture out of wax or clay. The sculpture is coated with a silicone rubber molding material that makes two rubber molds. A fiberglass outer shell is added to the back of each mold so it retains its shape and rigidity during subsequent uses.

THE WAX POSITIVE: Once the molds are done, the insides are coated with layers of wax. The halves are then bound together and wax poured inside to complete the wax image being created. Once the wax has cooled, the mold is peeled away, yielding a wax image (“the wax positive”) duplicating the original sculpture.

GATING: The next step, “gating”, is the application of a series of tubes and funnels that allow the molten bronze to flow through to the bottom of the ceramic shell and the hot gases to escape at the same time.

CERAMIC SHELL CASTING: After the gating is completed each wax form is dipped in a liquid ceramic silica sand compound so it is completely coated inside and out.

LOST WAX: Once the ceramic shells have dried thoroughly the pieces are placed into an autoclave and the wax is melted out (“lost wax”), to be reclaimed and used again. The shells are then cured in a kiln so they will withstand the temperature of the molten bronze being poured into them.

THE POUR: Bronze ingots are melted to a temperature of approximately 2000°F and poured into the cured ceramic shells. As the sculpture cools, the ceramic shell begins to pop away from the bronze. This shell will be completely broken away.

SANDBLASTING: The casting is then sandblasted in preparation for metal finishing.

TEXTURING: Any texturing that was lost or damaged in the casting or welding process is recreated. The sculpture is then polished in preparation for application of the patina.

PATINAS: Colors, patterns and textures obtained in the patina process are achieved through a combined application of chemicals and heat, and sealed with lacquer and waxes.

VISIT WWW.RANDOLPHROSE.COM

LEARN ABOUT RANDOLPH ROSE COLLECTION
DESIGN STUDIO

Click on the
links to learn
more about
the Randolph
Rose
Collection

SEE WHAT OUR CLIENTS SAY

CUSTOM SCULPTURE SERVICES

Randolph Rose Collection
500 Nepperhan Ave
Yonkers, NY 10701

www.RandolphRose.com

914-423-2047



**RANDOLPH ROSE
COLLECTION**
the art of bronze

Randolph Rose Collection
500 Nepperhan Avenue
Yonkers, NY 10701
914-423-2047
www.RandolphRose.com



December 1st, 2023

City of Colleyville
100 Main Street
Colleyville, TX 76034

Subject: Sole Source – Custom Bronze Statues

Thank you for your consideration for Randolph Rose Collection to be the sole source provider for six custom bronze statues of U.S.A. Military Servicemen. The works of art are to be created, designed and cast for the City of Colleyville. We believe that our expertise, craftsmanship, and commitment to quality make us the most suitable choice for this project.

Randolph Rose Collection has been a leading provider of custom bronze sculptures for over 51 years. We have a long-standing reputation for excellence in our industry, working with municipalities, cities and organizations throughout the world.

The custom statues required for this project demand a high level of expertise and attention to detail. We have extensive experience in creating custom bronze soldier and military statues and are experts in the intricacies involved in designing, casting and creating a bronze statue.

Your statues will be meticulously crafted with modeled detail, ensuring that every aspect reflects the vision and significance of the project. Our artisans will create this one-of-a-kind collection of statues that will stand forever in its final resting spot at Heroes Park.

We kindly request the Heroes Park Design Committee and the City of Colleyville approve the sole source procurement for the custom bronze statues from Randolph Rose Collection. We look forward to the opportunity to work with you and contribute to the beautification of your community.

Should you require any additional information or have any questions, please do not hesitate to contact me directly at 914-423-2047 or Jordan@randolphrose.com

Best,

Jordan Rose

Principal
The Randolph Rose Collection

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Randolph Rose Collection
Yonkers, NY United States

Certificate Number:
2023-1102444

Date Filed:
12/08/2023

Date Acknowledged:
12/11/2023

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

City of Colleyville

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

tbd
Custom Bronze Statues

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

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

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 12/19/2023

Type Report

Department Finance

Title

Monthly Financial Report - November 2023

Explanation

Staff will present the November 2023 financial report.

Attachments

1. November 2023 Monthly Financial Report Presentation
2. November 2023



Agenda Item - Items not for council action

Monthly Financial Report November 2023

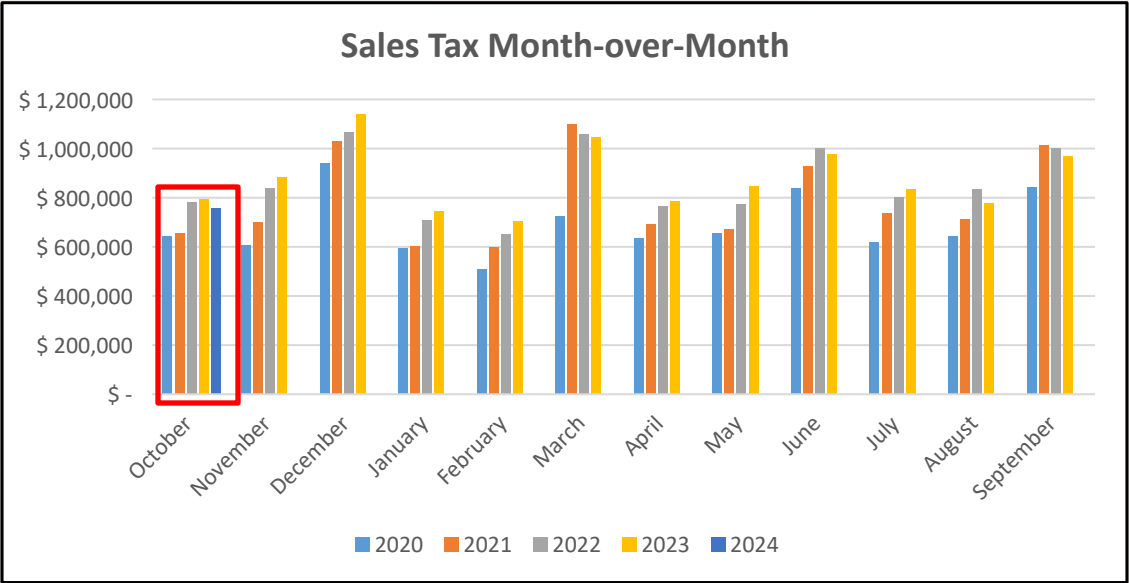
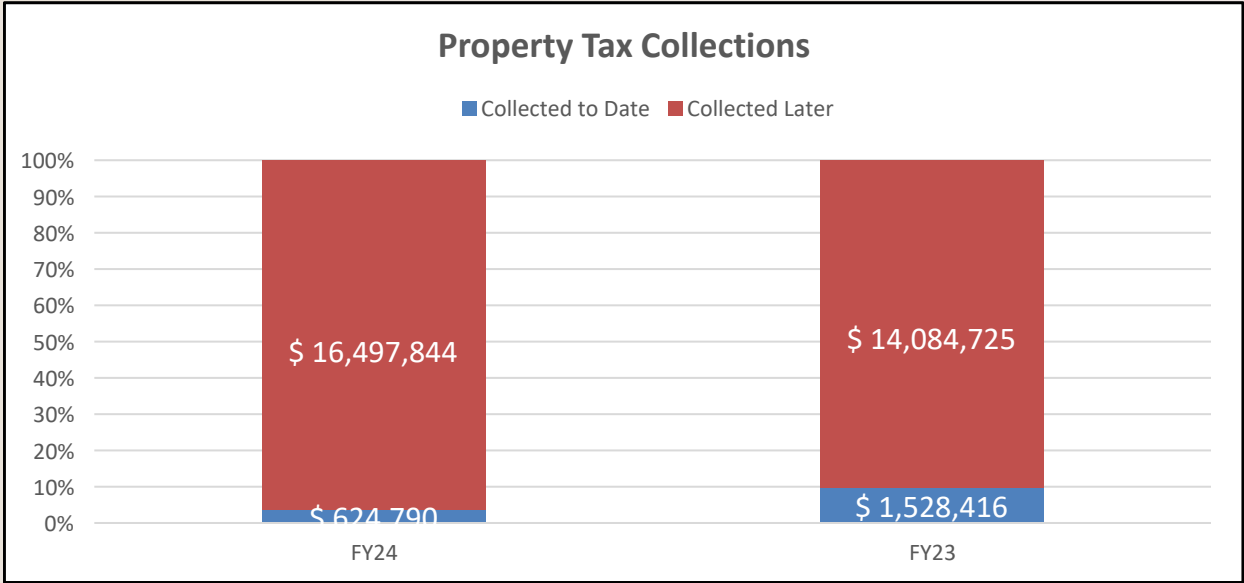
City Council Meeting
December 19, 2023

General Fund



General Fund

					% of year Completed	17%
					% of Budget Spent	16%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget	
Revenues	\$ 28,554,942	\$ 1,594,678	6%	\$ 2,503,770	10%	
Expenditures	\$ 27,313,762	\$ 4,263,120	16%	\$ 3,282,081	13%	
	\$ 1,241,180	\$ (2,668,442)		\$ (778,311)		



Utility Fund



% of year Completed 17%

Water/Sewer Utility Fund

% of Budget Spent 8%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 24,552,616	\$ 3,897,691	16%	\$ 3,619,866	19%
Expenditures	\$ 24,552,616	\$ 2,044,678	8%	\$ 1,616,931	8%
	\$ -	\$ 1,853,013		\$ 2,002,935	

TRA Summary

	FY24 Budget	FY24 YTD
Revs \$	20,339,768	\$ 3,130,478
Exps \$	19,889,768	\$ 1,309,650
Net \$	450,000	\$ 1,820,828

City Summary

	FY24 Budget	FY24 YTD
Revs \$	4,212,848	\$ 767,213
Exps \$	4,212,848	\$ 735,028
Net \$	-	\$ 32,185

Drainage Fund



% of year Completed 17%

Drainage Fund

% of Budget Spent 18%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,482,143	\$ 246,175	17%	\$ 173,835	17%
Expenditures	\$ 738,386	\$ 129,873	18%	\$ 88,110	12%
	\$ 743,757	\$ 116,302		\$ 85,725	

Hotel Fund



Hotel Tax Fund

% of year Completed 17%

% of Budget Spent 19%

	FY24 Budget		FY24 YTD		% of Budget	FY23 YTD		FY23% of Budget
Revenues	\$	202,000	\$	-	0%	\$	504	0%
Expenditures*	\$	188,532	\$	35,124	19%	\$	33,221	12%
	\$	13,468	\$	(35,124)		\$	(32,717)	

Debt Service Fund



					% of year Completed	17%
					% of Budget Spent	14%
Debt Service Fund						
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget	
Revenues	\$ 1,238,871	\$ 23,847	2%	\$ 62,545	10%	
Expenditures	\$ 1,235,460	\$ 169,235	14%	\$ 168,485	22%	
	\$ 3,411	\$ (145,388)		\$ (105,940)		

Monthly Financial Report - November 2023

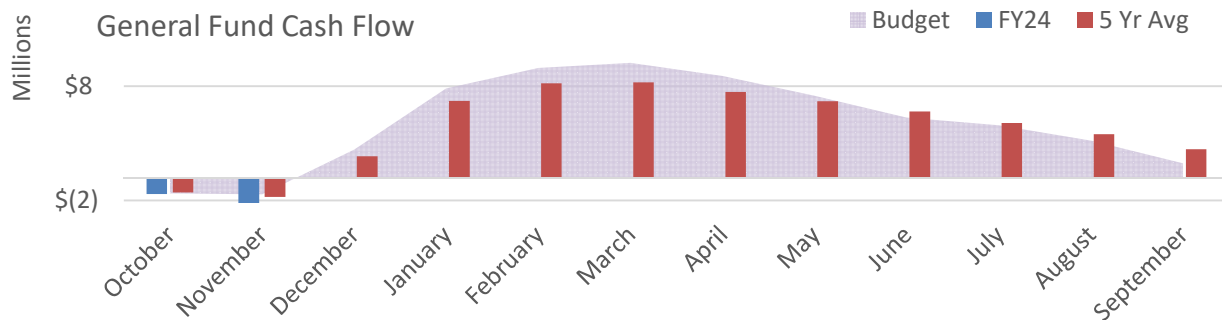
General Fund

% of year Completed 17%

% of Budget Spent 16%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 28,554,942	\$ 1,594,678	6%	\$ 2,503,770	10%
Expenditures	\$ 27,313,762	\$ 4,263,120	16%	\$ 3,282,081	13%
	\$ 1,241,180	\$ (2,668,442)		\$ (778,311)	

Through November, the General Fund has collected 6% of budget revenues and spent 16% of budgeted expenditures. Both revenues and expenditures are in line with where we would expect to be two months into the fiscal year. The largest General Fund revenue source is property taxes, which comprises 60% of revenues, and the City receives the majority of this revenue December through February. Thus, the revenue side of the General Fund will jump in the next several months. Expenditures are up compared to last fiscal year, which is expected with normal cost of service increases.



General Fund Highlights

Revenue (FY24/FY23)

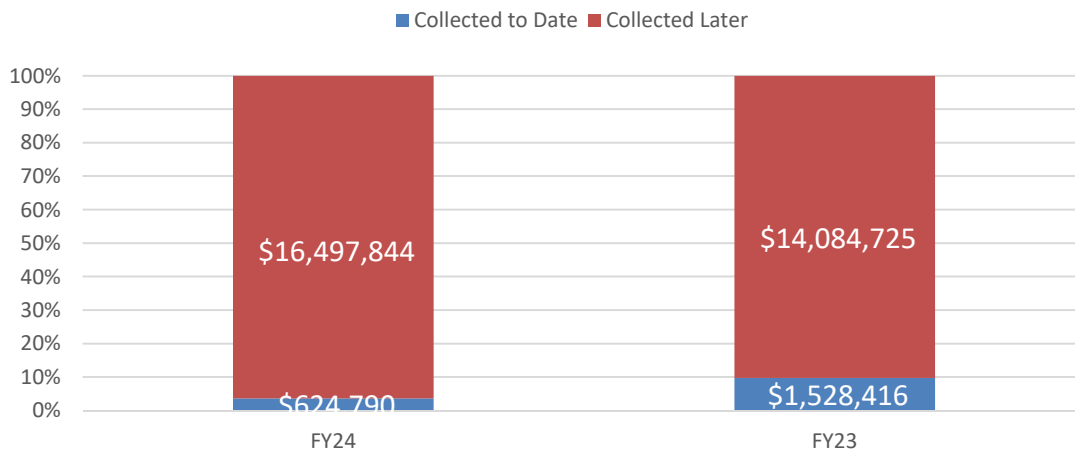
Property Tax	-\$904k	Sales Tax	-\$17k	Franchise Tax	-\$2k
Licenses	-\$35k	Other Revenue	+\$49k	Total Rev	-\$0,909k

Expenditures (FY24/23)

Personnel	+\$0,733k	Contractual	+\$215k	Supplies	+\$26k
Capital	\$8k	Transfers	\$0,000k	Total Exp	+\$981k

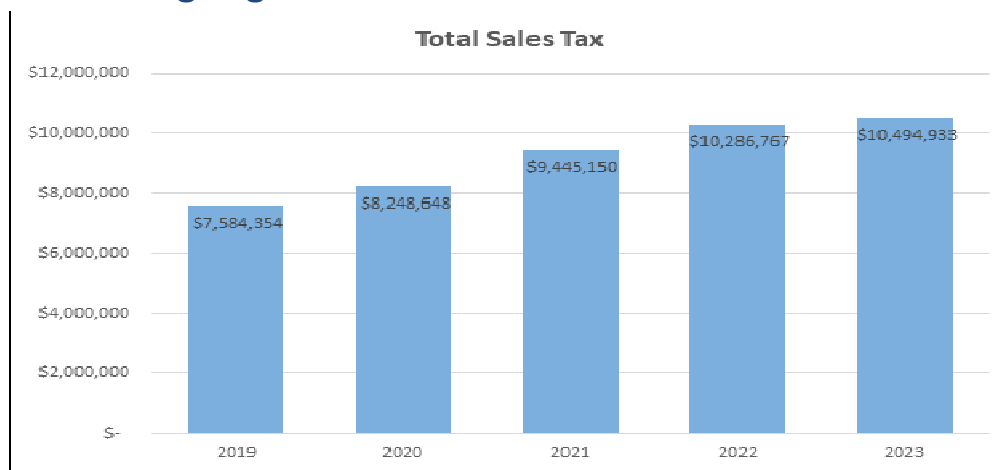
Monthly Financial Report - November 2023

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$17.1M in General Fund property tax revenue in FY24. This represents an approximately 7% increase from FY23. All of the increase in property tax was added on the M&O side; however, the new debt for the Recreation Center will be paid for out of M&O property taxes through a transfer to the Debt Service Fund. The City receives the majority of this revenue December through February.

Revenue Highlight: Sales Tax



MTD Increase
↓ -3.24%

YTD Increase
↑ 2.02%



Sales tax is collected two months in arrears. So, the November collection was for purchases made in September, which is the last collection for FY23. Sales tax collections were down 3.14% from September 2022. Even with the decline, FY2023 closes with an overall increase just shy of 2%, or \$10.4M. The decline this month is the second consecutive month of negative collections compared to the previous year. Looking at the previous 6 years of data, September sales tax increased slightly each year until a large 19.6% jump in 2021. FY22 and FY23 September collections were both down (1% and 3% respectively) from that large jump, which is indicative of the large anomalous 2021 number. September sales tax is coming in-line to a more normal level.

Monthly Financial Report - November 2023

Water/Sewer Utility Fund

% of year Completed 17%

% of Budget Spent 8%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 24,552,616	\$ 3,897,691	16%	\$ 3,619,866	19%
Expenditures	\$ 24,552,616	\$ 2,044,678	8%	\$ 1,616,931	8%
	\$ -	\$ 1,853,013		\$ 2,002,935	

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

*TRA Revenue/Expense Summary				City Revenue/Expense Summary					
FY24 Budget		FY24 YTD		FY24 Budget		FY24 YTD			
Revs	\$	20,339,768	\$	3,130,478	Revs	\$	4,212,848	\$	767,213
Exps	\$	19,889,768	\$	1,309,650	Exps	\$	4,212,848	\$	735,028
Net	\$	450,000	\$	1,820,828	Net	\$	-	\$	32,185

Through the second month of the fiscal year, the Utility Fund has collected 16% of its budgeted revenue and spent 8% of its budgeted expenses. As the summary above shows, the majority of our surplus is coming from our relationship with the Trinity River Authority. Just like in previous years, the City has reached its revenue requirement for the Trinity River Authority as of September and is therefore being under billed during the months of October and November. The Authority's fiscal year resets in December, so we can expect invoices that reflect the full cost of water usage for the remainder of our fiscal year. The City's portion of the Utility Fund is right in line with the break-even nature of the utility.

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 (FY24/23)

Mostly TRA costs ↓

Personnel	+ \$125k	Contractual	+ \$0,264k	Supplies	+ \$36k
Capital	\$3k	Transfers	\$0k	Total Exp	+ \$0,428k

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 - November 2023

% of year Completed 17%

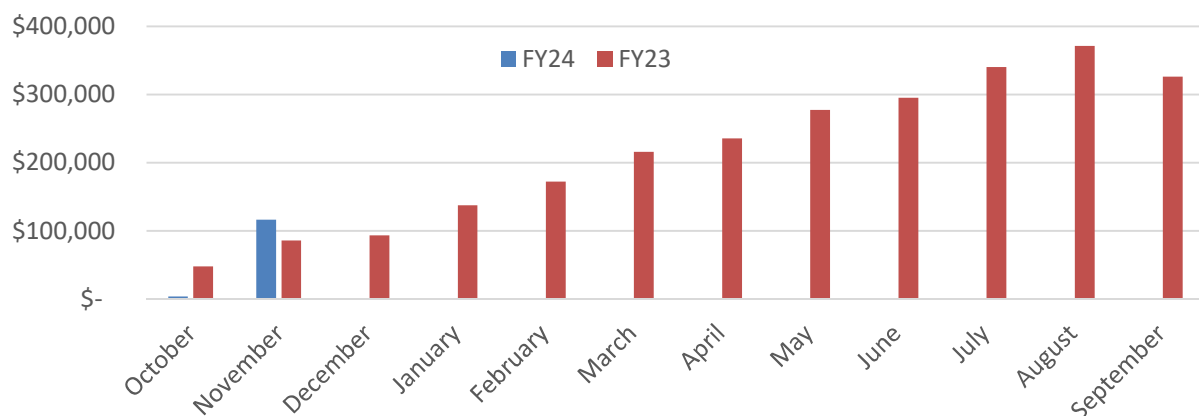
Drainage Utility Fund

% of Budget Spent 18%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,482,143	\$ 246,175	17%	\$ 173,835	17%
Expenditures	\$ 738,386	\$ 129,873	18%	\$ 88,110	12%
	\$ 743,757	\$ 116,302		\$ 85,725	

The Drainage Utility Fund has received 17% of its revenue and spent 18% of its expenditures. The fund will collect more revenue than last year due to an increase in monthly drainage fee from \$7 to \$10. The purpose of the drainage fee increase is to build funding to undertake capital projects from the new Drainage Master Plan. That plan identifies \$44M in needed improvements throughout the City.

FY24 vs. FY23 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY24/FY23 ➡ 43.2%

FY23/5-Yr Avg ↑ 43.8%

Expenditures (FY24/23)

Personnel	+ \$26k
Supplies	+ \$9k
Debt Service	\$0k

Contractual	+ \$6k
Capital/Xfers	\$0k
Total Exp.	+ \$42k

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

Monthly Financial Report - November 2023

% of year Completed 17%

Hotel Tax Fund

% of Budget Spent 19%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 202,000	\$ -	0%	\$ 504	0%
Expenditures*	\$ 188,532	\$ 35,124	19%	\$ 33,221	12%
	\$ 13,468	\$ (35,124)		\$ (32,717)	

The Hotel Tax Fund has not booked revenue yet for FY24. This fund collects revenue on a quarterly basis, and the first revenue will be received in December. The City's revenue from its one hotel has been lower than expected for the previous two fiscal years, and so we moved some expenses from this fund to other funds to account for lower revenue.

Monthly Financial Report - November 2023

				% of year Completed	17%
Debt Service Fund				% of Budget Spent	14%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,238,871	\$ 23,847	2%	\$ 62,545	10%
Expenditures*	\$ 1,235,460	\$ 169,235	14%	\$ 168,485	22%
	\$ 3,411	\$ (145,388)		\$ (105,940)	

Being predominately funded through property taxes, the Debt Service fund has yet to receive a substantial portion of its revenue this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. This chart reflects property tax revenue that will be transferred from the General Fund to pay the debt on the Recreation Center.

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

Mark Wood
 Assistance City Manager
 City of Colleyville, TX
mwood@colleyville.com
 817-503-1117



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 12/19/2023

Number Ordinance O-23-2272

Type Ordinance

Department Community Development

Title

Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, Fred C. Rice Addition, located at 6103 Hunter Lane, Case ZC23-032

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the December 5, 2023 meeting.

First Reading and Public Hearing

Valri Robertson, the applicant, has submitted a request for a zoning change from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, Fred C. Rice Addition, being approximately 1.78 acres. The request to rezone is to allow for a piece of land to be platted from 6103 Hunter Lane to 6113 Hunter Lane.

Existing Conditions/Background: The subject property, 6103 Hunter Lane, has AG Agricultural zoning. It is located on the east side of Hunter Lane and is north of the intersection with Shelton Drive. The subject property has a single-family residence built in 2014.

Proposed Zoning: *Request* – The applicant requests to rezone the property from AG to the R-40 district. As per Section 3.24 G, Schedule of District Regulations, the minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size	40,000 sf.
Minimum Lot Width	150 feet
Minimum Lot Depth	150 feet
Front Yard Setback	40 feet
Side Yard Setback	15 feet
Rear Yard Setback	25 feet
Max. Lot Coverage	20%
Max. Impervious Coverage	50%

Analysis: The current size of the property does comply with all the minimum standards of the R-40 Single Family Residential zoning.

Plat Status: The property is platted as Lot 1, Block 1, Fred C. Rice Addition.

DRC Review: The DRC reviewed the request during their October 23, 2023 meeting and determined the application may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The property to the north is zoned R-40 and has single-family residential development. The properties to the east and west are zoned R-40 and R-30 and have single-family residential development. The properties to the south are zoned R-40, R-30, and R-20 and contain single-family residential development.

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 November 13, 2023 meeting by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

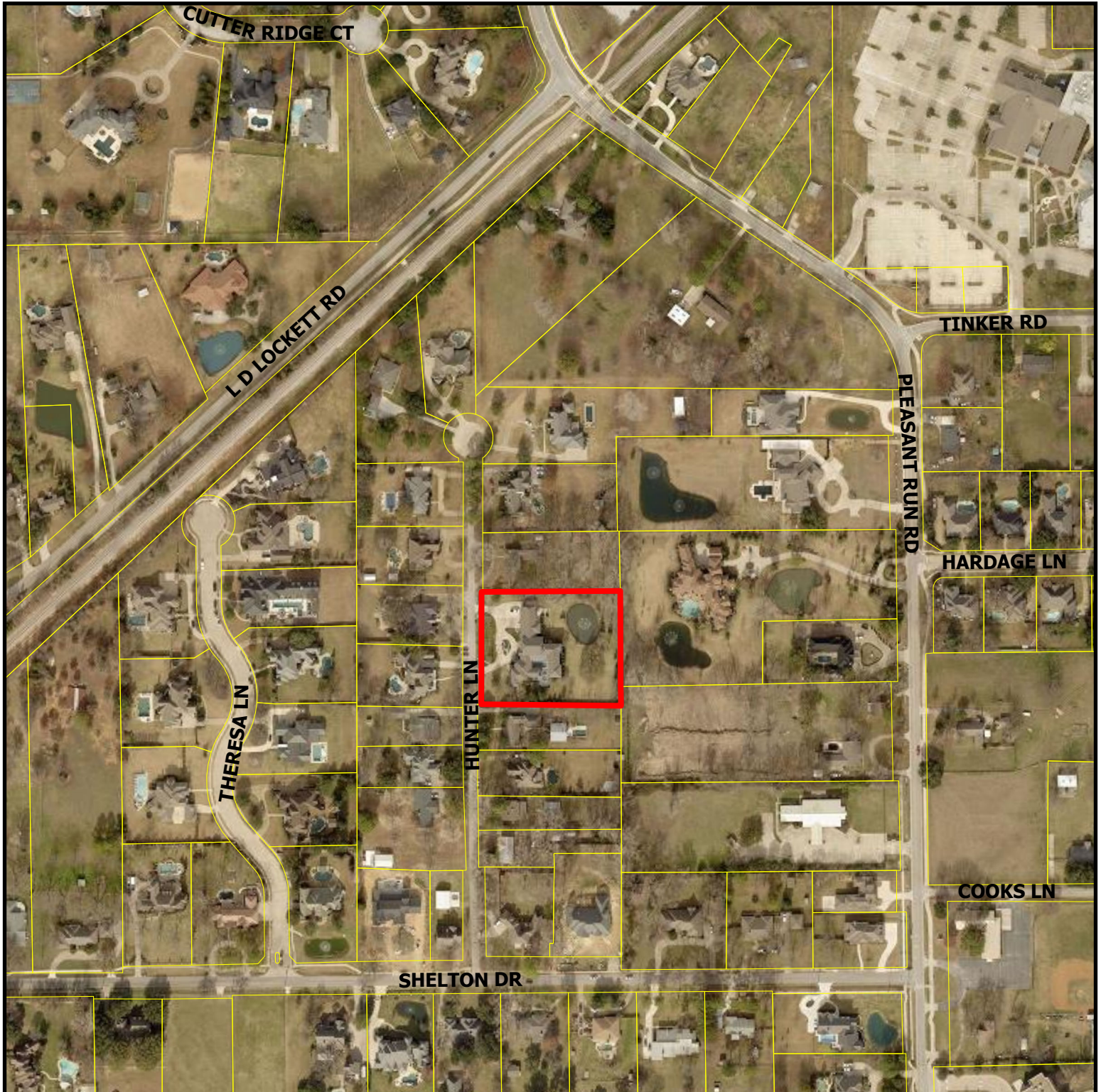
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Zoning Exhibit
6. Plat Exhibit
7. Notification Map
8. Notification List
9. Notification Letter
10. Ordinance O-23-2272

Aerial Map

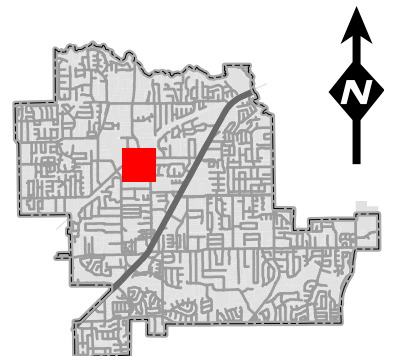


ZC23-032

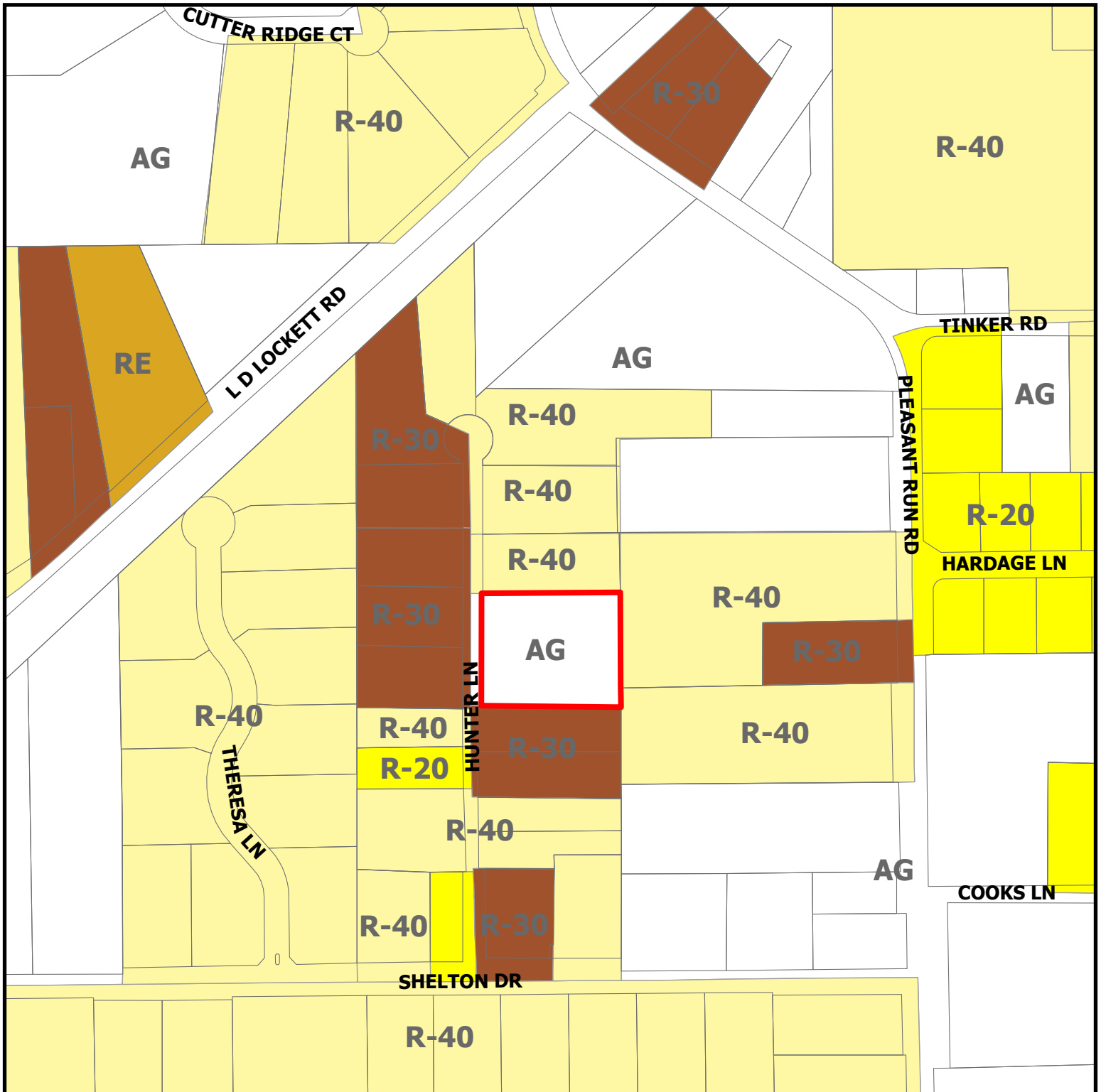
6103 Hunter Ln

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 Subject Property



Zoning Map

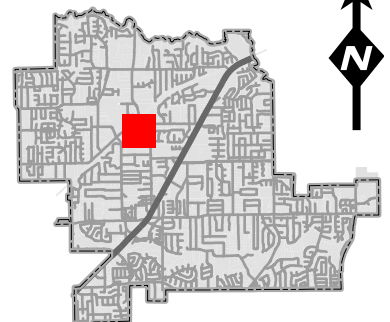


ZC23-032

6103 Hunter Ln

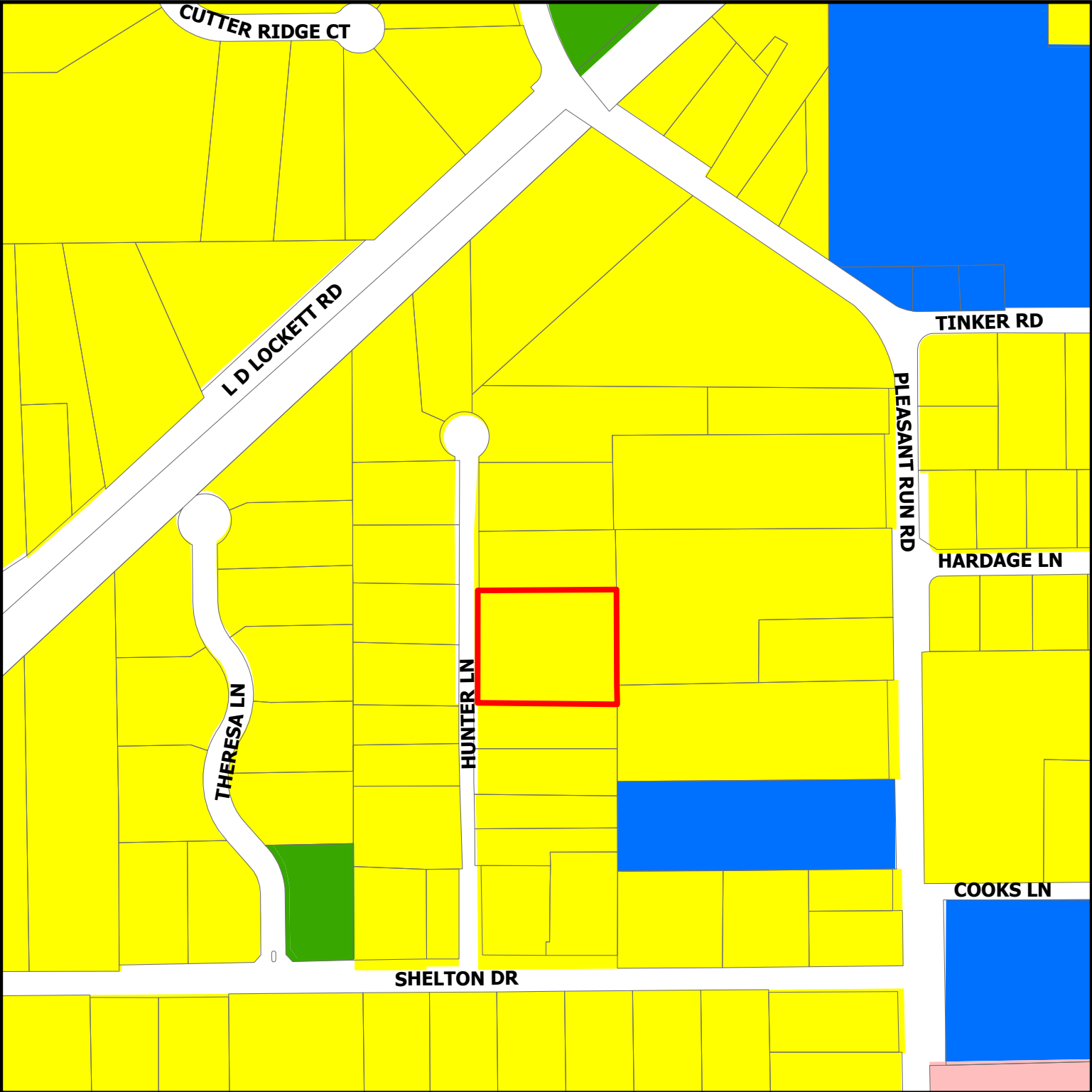


Subject Property



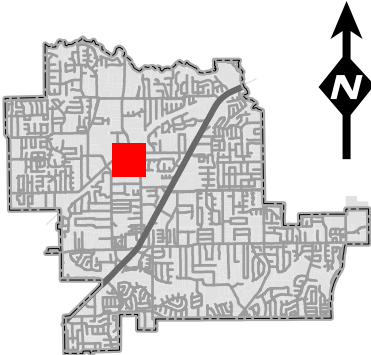
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Future Land Use Map



ZC23-032
6103 Hunter Ln

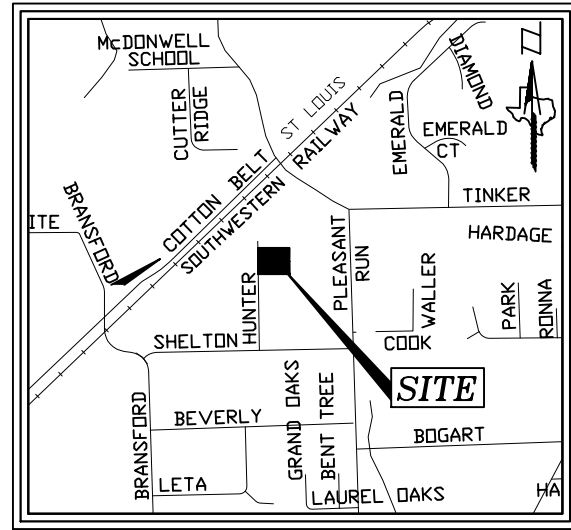
- Residential
- Institutional
- Colleyville Blvd Corridor
- Open Space; Parks
- Subject Property



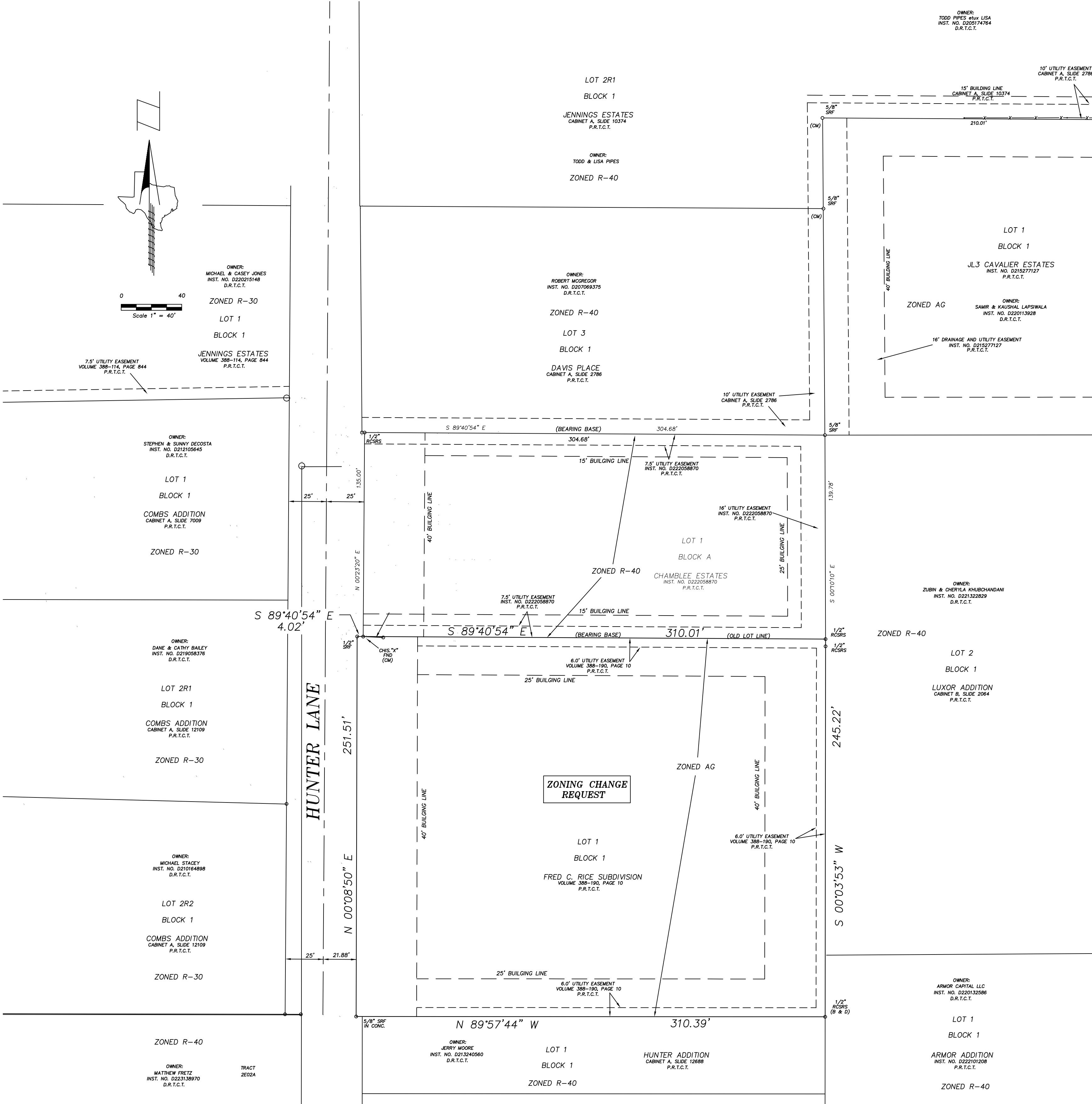
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STATEMENT OF PLANNING OBJECTIVE:

The purpose is to move a previously platted lot line to accommodate the location of a fence built on the premises.



VICINITY MAP
SCALE 1" = 2000'



ZONING CHANGE REQUEST
PROPERTY DESCRIPTION
BEING all of Lot 1, in Block 1 of Fred C. Rice Subdivision
as recorded in Volume 388-190 at Page 10 of the Plat
Records of Tarrant County, Texas;

ZONING EXHIBIT

FOR ZONING CHANGE
REQUEST FROM AG TO R-40

SURVEYOR:
PRISM SURVEYS, INC.
FIRM NO. 101325-00

COMMERCIAL, RESIDENTIAL,
BOUNDARY, TOPOGRAPHIC,
TITLE & CONSTRUCTION SURVEYS
3533 BELL DRIVE
HURST, TEXAS 76053
(817) 540-8048
(817) 283-1148 (FAX)
CONTACT: MR. MICHAEL LINKE
EMAIL: mike@prism-surveys.com

OWNER:

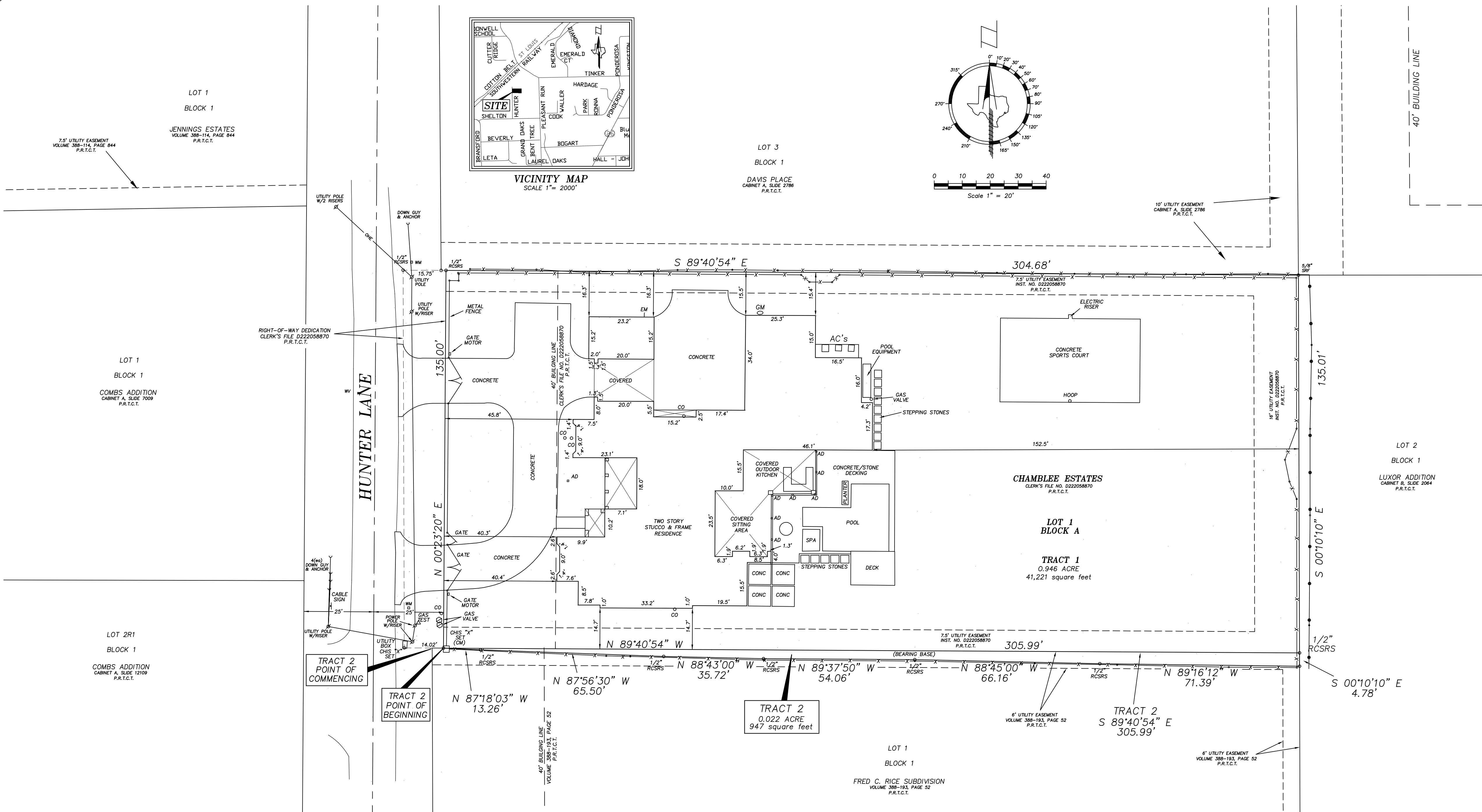
LIU & PENG LTD
6103 HUNTER LANE
COLLEYVILLE, TEXAS 76034
OFFICE: 817-975-9362
CONTACT: LI PENG, MANAGER
EMAIL: pengliu@gmail.com

NOTES:

1) The purpose of this plat is to move a previously plotted
lot line to accommodate the location of a fence built on the
premises.

Flood Statement
By graphic scaling only from the Flood Insurance Rate Maps
for Tarrant County, Texas, and Incorporated Areas, no portion
of this property is shown in a special flood hazard area. This
property is shown in Zone X (unshaded), Map No. 48439C0095K,
Map Date: September 25, 2009.

S:\SURVEYS\REMANUSANCE HOMES\HUNTER LANE 2.DWG 10/9/2023 1:24pm



TRACT 1
PROPERTY DESCRIPTION
BEING all of Lot 1, in Block A of Chamblee Estates, an addition to the City of Colleyville as shown on the Plat Recorded under Instrument No. D222058870 of the Plat Records of Tarrant County, Texas.

TRACT 2
PROPERTY DESCRIPTION
BEING a description of a 0.022 acre or 947 square foot tract of land situated in the Joseph White Survey Abstract No. 1692, in the City of Colleyville, Tarrant County, Texas and being a portion of that same tract or parcel of land described in the Deed to Lu & Pang Ltd. as recorded under Clerk's File No. D222170894 of the Plat Records of Tarrant County, Texas. Said 0.022 acre tract also being a portion of Lot 1, in Block 1 of Fred C. Rice Subdivision an addition to the City of Colleyville as recorded in Volume 388-193, at Page 52 of the Plat Records of Tarrant County, Texas;

Commencing at a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner along the present east right-of-way line of Hunter Lane (right-of-way varies) and being the northwest corner of said Fred C. Rice Subdivision;

THENCE South 89 deg. 40 min. 54 sec. East along the north line of said Subdivision, a distance of 4.02 feet to a chiseled "X" set for corner at the southwest corner of Lot 1, in Block A of Chamblee Estates, an addition to the City of Colleyville as shown on the Plat recorded in Document No. D222058870 of the Plat Records of Tarrant County, Texas and being the POINT OF BEGINNING;

THENCE South 89 deg. 40 min. 54 sec. East, along the common line between said Fred C. Rice Subdivision and Chamblee Estates, a distance of 305.99 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE South 00 deg. 10 min. 10 sec. East, departing said Fred C. Rice Subdivision and along the east line of said Chamblee Estates, a distance of 4.78 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE North 89 deg. 16 min. 12 sec. West, departing said east line, and approximately 0.5 north of an existing fence, a distance of 71.39 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE North 88 deg. 45 min. 00 sec. West, a distance of 66.16 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE North 89 deg. 37 min. 50 sec. West, a distance of 54.06 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE North 88 deg. 43 min. 00 sec. West, a distance of 35.72 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE North 87 deg. 56 min. 30 sec. West, a distance of 65.50 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE North 87 deg. 18 min. 03 sec. West, a distance of 13.26 feet to the POINT OF BEGINNING, and containing 0.022 acre or 947 square feet of land more or less.

BASIS OF BEARINGS: Bearings as stated herein are based on the South line of Chamblee Estates an addition to the City of Colleyville as shown on the Plat recorded under Document No. D222058870 of the Plat Records of Tarrant County, Texas.

CERTIFICATION OF SURVEY
TO: ROZINA MANDANI and NFN PARVEEZ, MONUMENT CUSTOM BUILDERS, LP and OLD REPUBLIC TITLE INSURANCE COMPANY;
I hereby certify that this survey was actually made on the ground and is in accordance with current minimum standards for a Category 1A, Condition II Survey as adopted by the Texas Society of Professional Surveyors in 1988, and unless shown otherwise, the title lines and lines of actual possession are the same and that the size, location and type of buildings are as shown, and that the visible improvements are as shown, and the distance from the building to the nearest boundary line is as shown, and that there are no visible encroachments affecting this property that the undersigned is aware of other than those shown.

Michael Dale Linke
Michael Dale Linke
Registered Professional Land Surveyor No. 4508
DATE: October 9, 2023

STATE OF TEXAS
MICHAEL DALE LINKE
508
REGISTERED PROFESSIONAL LAND SURVEYOR

LAND TITLE SURVEY
OF
LOT 1, BLOCK A
CHAMBLEE ESTATES
AND A
0.022 ACRE PORTION OF
FRED C. RICE SUBDIVISION
J. WHITE SURVEY ABSTRACT NO. 1692
TARRANT COUNTY, TEXAS

PREPARATION DATE: OCTOBER 8, 2023

PRISM SURVEYS, INC.
FIRM NO. 101325-00

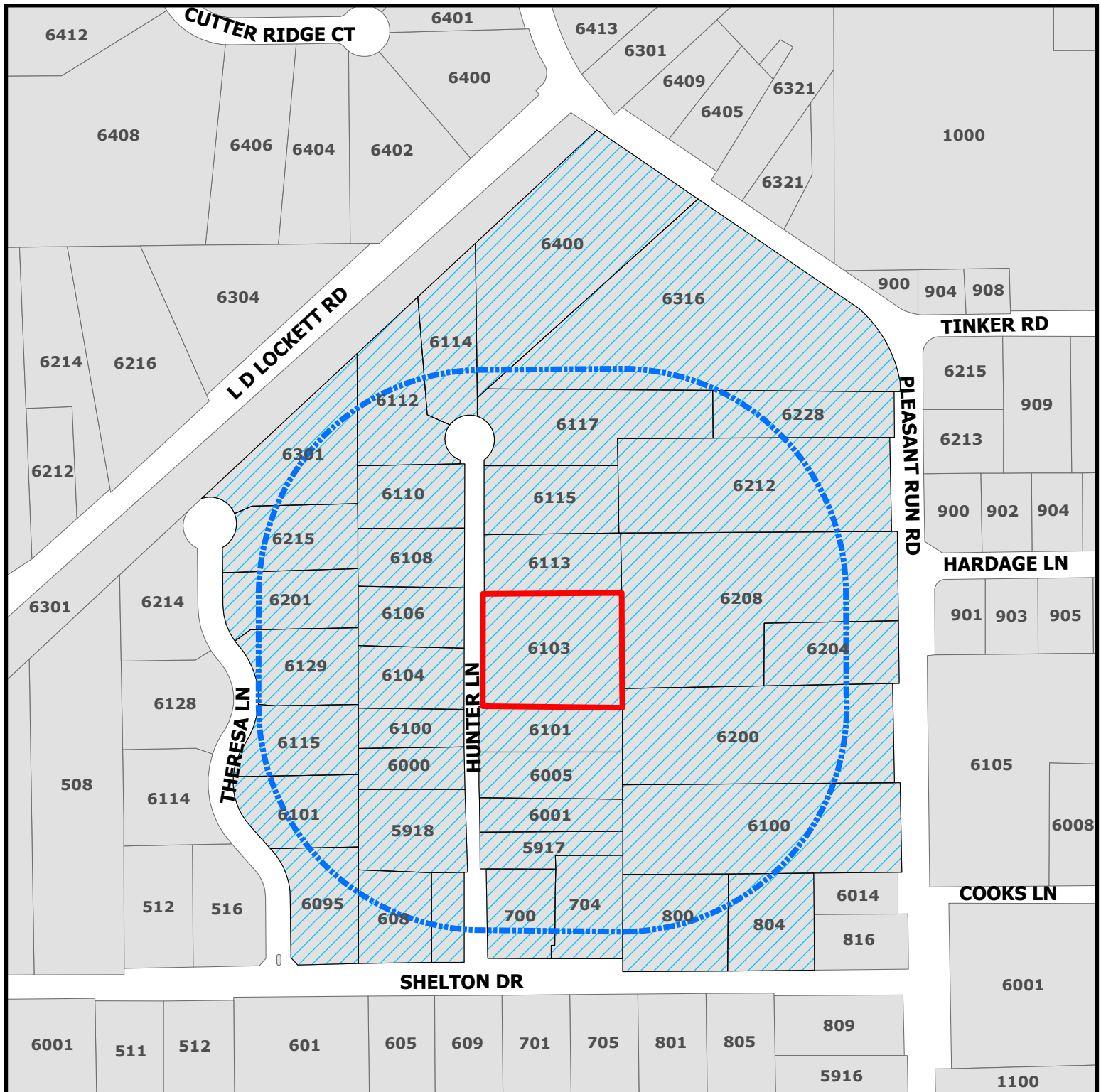
COMMERCIAL, RESIDENTIAL,
BOUNDARY, TOPOGRAPHIC,
TITLE & CONSTRUCTION SURVEYS
3533 BELL DRIVE
HURST, TEXAS 76053
(817) 540-8048
(817) 283-1148 (FAX)
CONTACT: MR. MICHAEL LINKE

- NOTES:
- 1) This survey was prepared with the use and/or benefit of the commitment for title insurance issued by Old Republic Title Insurance Company in connection with GF No. 4548487, issued October 9, 2023 bearing an effective date of September 24, 2023.
 - 2) CM- Indicates controlling monument.
 - 3) The following notes correspond with Schedule B from the commitment stated in Note No. 1, above:
 - 1) Tract 1 is affected by the restrictive covenants as indicated on the Plat recorded under Clerk's File No. D222058870 of the Plat Records of Tarrant County, Texas. No plottable items. (Schedule B, item 1).
 - 2) Tract 2 is affected by the restrictive covenants as stated on the Plat recorded in Volume 388-190, at Page 10, Volume 388-13, at Page 52 of the Plat Records of Tarrant County, Texas. (Schedule B, item 2).
- TRACT 1:
- 10a) Tract 1 is affected by the 40' setback line as shown on the Plat recorded under Clerk's File No. D222058870 of the Plat Records of Tarrant County, Texas. This item is shown. (Schedule B, item 10a).
 - 10b) Tract 1 is affected by the variable width right-of-way dedication along the west property line as shown on the Plat recorded under Clerk's File No. D222058870 of the Plat Records of Tarrant County, Texas. This item is shown. (Schedule B, item 10b).
- TRACT 2:
- 10c) Tract 1 is affected by a 7.5' Utility Easement along the north and south line of the property as shown on the Plat recorded under Clerk's File No. D222058870 of the Plat Records of Tarrant County, Texas. This item is shown. (Schedule B, item 10c).
 - 10d) Tract 1 is affected by the 16' utility easement along the east property line as shown on the Plat recorded under Clerk's File No. D222058870 of the Plat Records of Tarrant County, Texas. This item is shown. (Schedule B, item 10d).
 - 10e) The easement granted to Texas Power & Light Company as recorded in Volume 1349, at Page 155 of the Deed Records of Tarrant County, Texas could not be located due to the lack of a more specific description. (Schedule B, item 10e).
 - 10f) The easement granted to Texas Power & Light Company as recorded in Volume 1349, at Page 457 of the Deed Records of Tarrant County, Texas could not be located due to the lack of a more specific description. (Schedule B, item 10f).
 - 10g) The easement to Tarrant County as recorded in Volume 1469, at Page 349 of the Deed Records of Tarrant County, Texas does not affect tract 1. (Schedule B, item 10g).
 - 10h) The easement to Texas Power & Light Company as recorded in Volume 1598, at Page 278 of the Deed Records of Tarrant County, Texas could not be located from the description contained therein. (Schedule B, item 10h).
 - 10i) The easement to Texas Power & Light Company as recorded in Volume 1598, at Page 280 of the Deed Records of Tarrant County, Texas could not be located from the description contained therein. (Schedule B, item 10i).

LEGEND			
WHEN USED, THE ABBREVIATIONS LISTED BELOW HAVE THE FOLLOWING MEANING			
AC	= AIR CONDITIONER	RCP	= REINFORCED CONCRETE PIPE
AD	= AREA DRAIN	RP	= REFLECTOR POST
BCM	= BURIED CABLE MARKER	RW	= RETAINING WALL
BSLM	= BURIED GAS LINE MARKER	SDI	= STORM DRAIN INLET
BSLL	= METAL BOLLARD	SS	= SIDEWALK
CL	= CENTERLINE	SS	= STREET SIGN
CLP	= CHAIN LINK FENCE	SSMH	= SANITARY SEWER MANHOLE
CM	= CONCRETE	SRP	= STEEL ROD FOUND
CM-CT	= DEEP RECORDS TARRANT COUNTY, TEXAS.	SRSS	= STEEL ROD SET
CM	= CONCRETE	SWMH	= SOUTHWESTERN BELL TELEPHONE MANHOLE
EN	= ELECTRIC METER	SWNS	= SOUTHWESTERN BELL TELEPHONE MANHOLE
FM	= FIRE HYDRANT	TP	= TYPICAL
GE	= GENERAL ELECTRIC	TRANS	= TRANSFORMER
GTE	= GENERAL TELEPHONE	TS	= TRAFFIC SIGN
HCS	= HUNG CRY & ANCHOR	TU	= TEXAS UTILITIES COMPANY
HL	= LANDSCAPE LIGHTS	WV	= WATER VALVE
MP	= MANHOLE	WV	= WATER VALVE
MPR	= MARKER	WV	= WATER VALVE
MRT-CT	= MAP/PLAT RECORDS TARRANT COUNTY, TX.	WV	= WATER VALVE
PP	= POWER POLE	WV	= WATER VALVE

Flood Statement
By graphic scaling only from the Flood Insurance Rate Maps for Tarrant County, Texas, and Incorporated Areas, no portion of this property is shown in a special flood hazard area. This property is shown in Zone X (unshaded). Map No. 48439C0095K, Map Date: September 25, 2009.

Notification Map

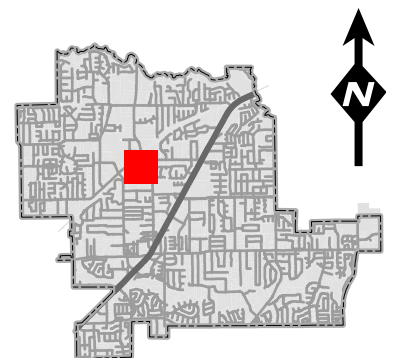


DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

ZC23-032

6103 Hunter Ln

- Parcels to be notified
- Buffer
- Subject Property



Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
CONGREGATION BETH ISRAEL	PO BOX 397	COLLEYVILLE, TX	76034	6100 PLEASANT RUN RD
PINE, JAMES W	5918 HUNTER LN	COLLEYVILLE, TX	76034	5918 HUNTER LN
DAVIS, DONALD	6228 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6228 PLEASANT RUN RD
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX	75266	6301 L D LOCKETT RD
LOVE, KEVIN D	6000 HUNTER LN	COLLEYVILLE, TX	76034	6000 HUNTER LN
ROBARE, LISA	6001 HUNTER LN	COLLEYVILLE, TX	76034	6001 HUNTER LN
KHUBCHANDANI, ZUBIN	6208 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6208 PLEASANT RUN RD
EBNER, SEAN	6129 THERESA LN	COLLEYVILLE, TX	76034	6129 THERESA LN
ARMOR CAPITAL LLC	2221 E CONTINENTAL BLVD # 140	SOUTHLAKE, TX	76092	6200 PLEASANT RUN RD
YOUNG, BRADLEY A	6100 HUNTER LN	COLLEYVILLE, TX	76034	6100 HUNTER LN
BAILEY, DANE	6106 HUNTER LN	COLLEYVILLE, TX	76034	6106 HUNTER LN
MENON, SUNEEL	6204 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6204 PLEASANT RUN RD
MOORE, JERRY D	6101 HUNTER LN	COLLEYVILLE, TX	76034	6101 HUNTER LN
LIU & PENG LTD	6103 HUNTER LN	COLLEYVILLE, TX	76034	6103 HUNTER LN
DECOSTA, STEPHEN	6108 HUNTER LN	COLLEYVILLE, TX	76034	6108 HUNTER LN
STACY, MICHAEL	6104 HUNTER LN	COLLEYVILLE, TX	76034	6104 HUNTER LN
JACKSON, AUSTIN	6201 THERESA LN	COLLEYVILLE, TX	76034	6201 THERESA LN
LAPSIWALA, SAMIR	6212 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6212 PLEASANT RUN RD
MENON, SUNEEL	6204 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6400 PLEASANT RUN RD
GIBSON FAMILY TRUST	6115 THERESA LN	COLLEYVILLE, TX	76034	6115 THERESA LN
WALTERS FAMILY FAMILY REVOCABLE	6125 THERESA LN	COLLEYVILLE, TX	76034	6215 THERESA LN
JONES, MICHAEL	6110 HUNTER LN	COLLEYVILLE, TX	76034	6110 HUNTER LN
MCGREGOR, ROBERT M	6115 HUNTER LN	COLLEYVILLE, TX	76034	6115 HUNTER LN
SPRINGER, JACK D	6101 THERESA LN	COLLEYVILLE, TX	76034	6101 THERESA LN
PANNO, THOMAS J	6114 HUNTER LN	COLLEYVILLE, TX	76034	6114 HUNTER LN
LE AND MANG REVOCABLE TRUST	6301 THERESA LN	COLLEYVILLE, TX	76034	6301 THERESA LN
MENON, SUNEEL	6316 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6316 PLEASANT RUN RD
PIPES, TODD	6117 HUNTER LN	COLLEYVILLE, TX	76034	6117 HUNTER LN
MADDEN, C L	6112 HUNTER LN	COLLEYVILLE, TX	76034	6112 HUNTER LN
FARAGHER, JACK	6005 HUNTER LN	COLLEYVILLE, TX	76034	6005 HUNTER LN
CUTTER RIDGE ESTATES ADDITION	6404 Cutter Ridge Court	COLLEYVILLE, TX	76034	COURTESY NOTICE
ALIANNE ESTATES	6201 Theresa Lane	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
ROBERTSON VALRI	3533 BELL DRIVE	HURST, TX	76053	3533 BELL DR



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, November 13, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, December 5, 2023 & Tuesday, December 19, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Rezoning from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, of the Fred C Rice Subdivision, located at 6103 Hunter Lane, Case ZC23-032

Zoning Case: ZC23-032

Applicant: Valri Robertson

Owner: Liu & Pend LTD

Location: 6103 Hunter Ln

Property Description: Lot 1, Block 1 of the Fred C Rice Subdivision

Present Zoning: AG Agricultural

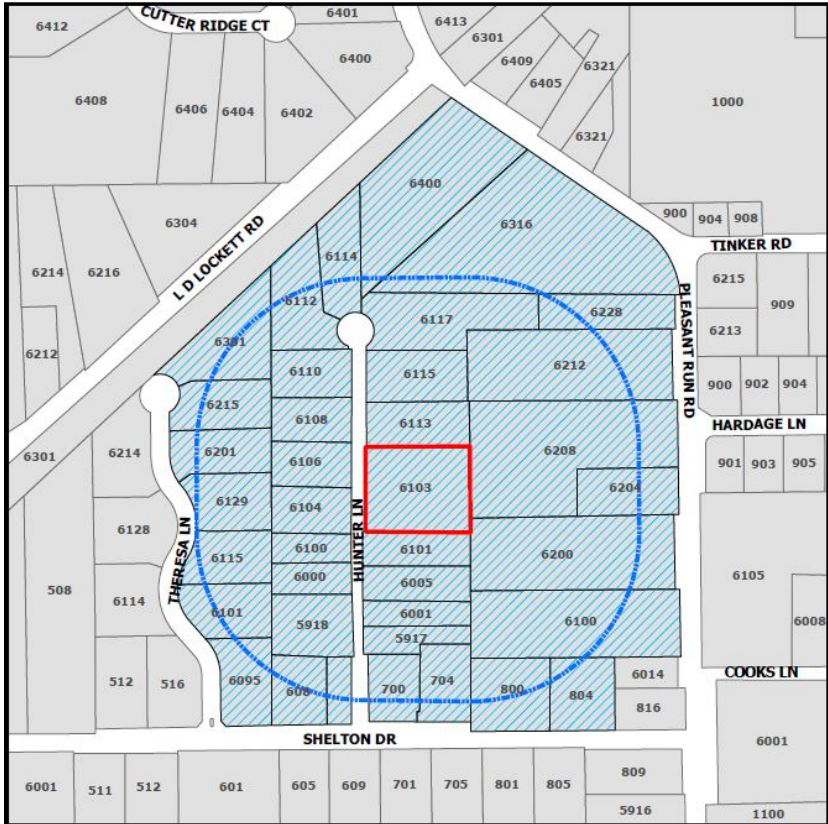
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

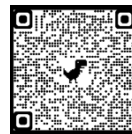
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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 Reyer

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-23-2272

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.78 ACRES BEING LOT 1, BLOCK 1, FRED C. RICE ADDITION, LOCATED AT 6103 HUNTER LANE, FROM THE AG AGRICULTURAL TO THE R-40 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning of the property from AG Agricultural to R-40 Single Family Residential district for Case No. ZC23-032; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from AG Agricultural to R-40 Single Family Residential district on 1.78 acres, being Lot 1, Block 1, Fred C. Rice Addition, located at 6103 Hunter Lane as depicted on the attached as Exhibit "A".

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of December 2023.

The second reading and public hearing being conducted on the 19th day of December 2023.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 19TH DAY OF DECEMBER 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	_____		

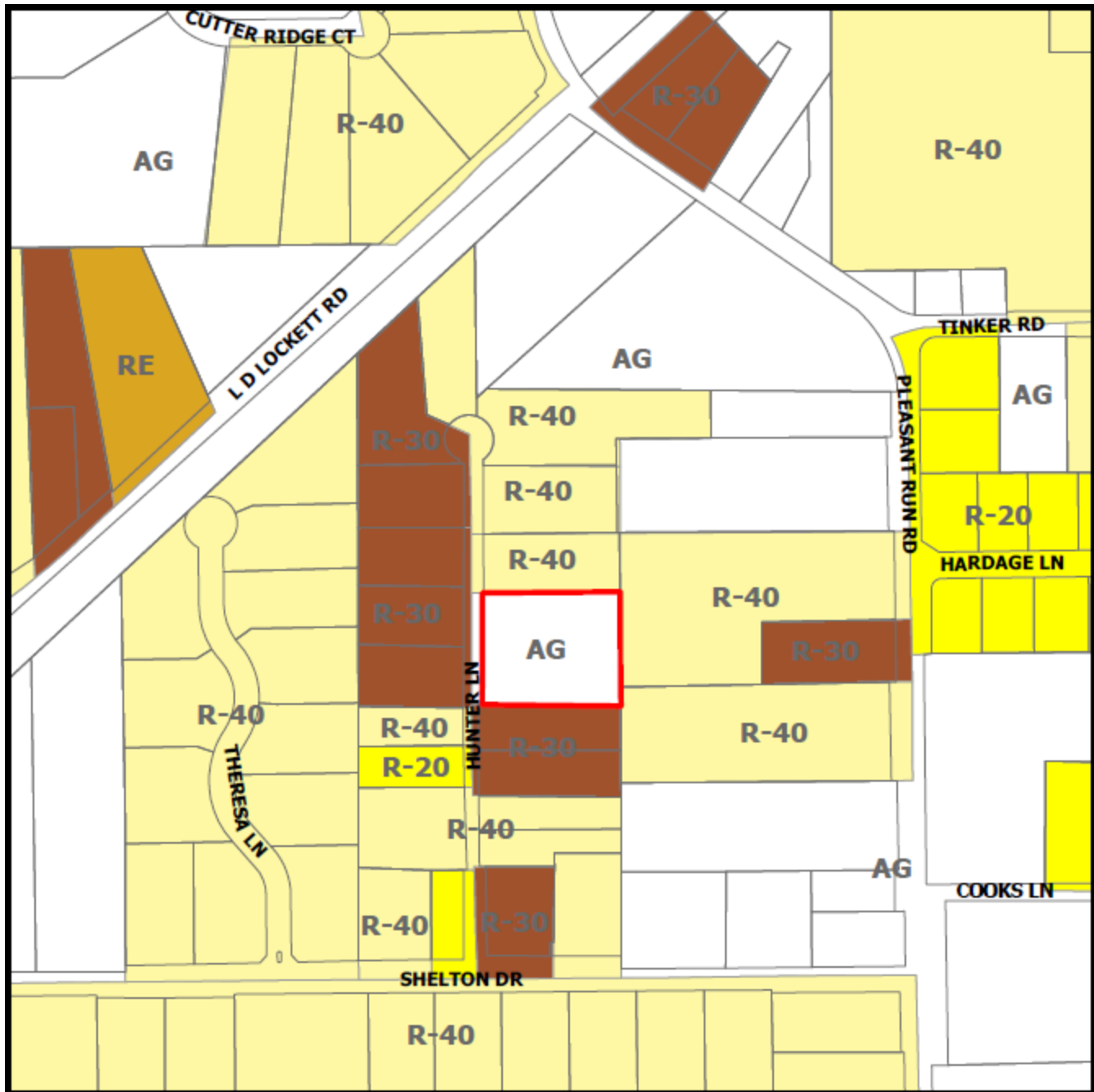
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map



[illegible]



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b

Agenda Date 12/19/2023

Number Ordinance O-23-2273

Type Ordinance

Department Community Development

Title

Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential for Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-033

Explanation

Second Reading and Public Hearing

The applicant was present and answered questions from the City Council. Several citizens spoke during the public hearing, primarily in opposition, but a few in favor of the request. The City Council asked the applicant to re-evaluate the possibility of large tree preservation easements, especially along the west and south boundaries. The applicant has submitted a revised zoning exhibit and urban forestry plan showing such easements, which encompass approximately 40% of the overall land.

First Reading and Public Hearing

No change of zoning where exists a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lot or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. The opposition has been calculated to be 36%.

Curtis Young, the applicant, has submitted a request for a zoning change for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, being approximately 13.84 acres, and zoned AG Agricultural and RE Single Family 'Estate' Residential district. The request is to rezone the property from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential to allow for a new nine-lot single-family detached subdivision.

Existing Conditions/Background: The subject property is currently an unplatted lot and a platted lot. A home currently exists which is proposed to be removed.

Proposed Zoning Change: The request is to rezone from the AG and RE districts to the R-40 Single Family Residential district. The request is to construct a new nine-lot detached single-family subdivision to be known as The Bluffs at Colleyville. As per

Section 3.24.G, Schedule of District Regulations, the minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size	40,000 square feet
Minimum Lot Width	150 feet
Minimum Lot Depth	150 feet
Front Yard Setback	40 feet
Side Yard Setback	15 feet
Rear Yard Setback	25 feet
Max. Lot Coverage	20%
Max. Impervious Coverage	50%

Analysis: Per the proposed, this project is requesting to create a new detached single-family subdivision of nine lots. The entrance and exit to the subdivision would be through Pool Road. The lots range from 43,895 s.f. to 52,579 s.f. The average lot size is 46,900 s.f. Along the northern border is an open space lot to include a proposed nature trail which connects to Pool Road.

Plat Status: The subject properties are two lots, one unplatted as Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and one platted lot being Lot 1, Block 1, Cero Addition.

DRC Review: This request was reviewed during the October 23, 2023 DRC meeting and determined the application may be scheduled for the next available Planning and Zoning Commission meeting. The DRC provided the following comments:

1. Please update the Statement of Planning Objectives specific to minimum lot width. The R-40 zoning requires that a minimum lot width is no less than 150'. Staff recommends removing the Development Standards pages all together.
2. Additionally, please update the Site Data Summary Chart. The Open Space percentage appears to be from a former configuration.

Fire Marshal Comments

1. The subdivision must meet the requirements of the City of Colleyville Land Development Code, and ordinance adopted by City Council.
2. Addresses will be assigned by Community Development per the 911 grid system.
3. Acceptable fire hydrant manufacturers are Mueller Centurion with a four and one half steamer to a five-inch Storz connection.
4. Standard water line sizes are, 8 inch, 10 inch, 12 inch, 16 inch, 20 inch, and 24 inch diameter. Other sizes may be approved by the Director of Public Works. All water lines shall be looped. Dead-end lines shall not exceed 600 feet, unless approved by the Director of Public Works. No services shall be allowed on a dead end.
5. Additional comments may be needed when building plans are submitted.
6. Any private subdivision gate is required to be its own lot and address for electric meter proposes. Gates are a separate permit and plan review, and are required to

meet Land Development Code Standards. Gates are required to be installed and accepted with public improvements.

7. Street names are required to be submitted for approval.

The applicant updated their exhibits as requested by staff and were received on October 30, 2023.

Drainage: An ISWM analysis, although a standard engineering practice, is not a method currently allowed by the Land Development Code.

Surrounding Development: Property to the north and east is located in the City of Grapevine. Property to the south has R-20 Single Family Residential zoning and has developed with single-family homes. The property to the west has Planned Unit Development – Residential zoning located in the Ross Downs subdivision and has developed with single-family homes.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, designates the subject property and the property near this location along Wilkes Drive as planned for residential use. The proposed rezoning request does comply with the residential land use designation stated in the comprehensive plan. One of the goals for this area, as outlined in *Destination Colleyville*, is to protect the character and integrity of existing neighborhoods by promoting future development that is compatible with the surrounding development patterns and development character.

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

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

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations and Independent School Districts within 1,000 feet of the subject property. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their November 13, 2023 meeting by a vote of 4-2.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Streetview
5. Statement of Planning Objectives
6. Zoning Exhibit
7. Zoning Exhibit - Revised 12.12.2023
8. Preliminary Drainage, Grading and Utilities Exhibits
9. Subdivision Entrance Exhibit
10. Urban Forestry Exhibit
11. Urban Forestry Exhibit - Revised 12.12.2023
12. Notification Map
13. Notification List
14. Notification Letter
15. Opposition Map
16. Opposition Report
17. Ordinance O-23-2273

Aerial Map

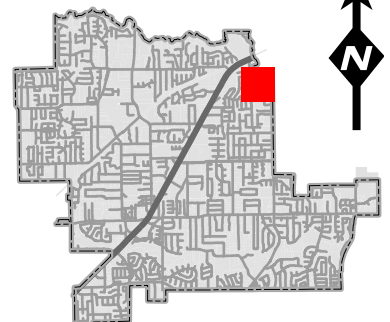


ZC23-033

2417 Wilkes Dr

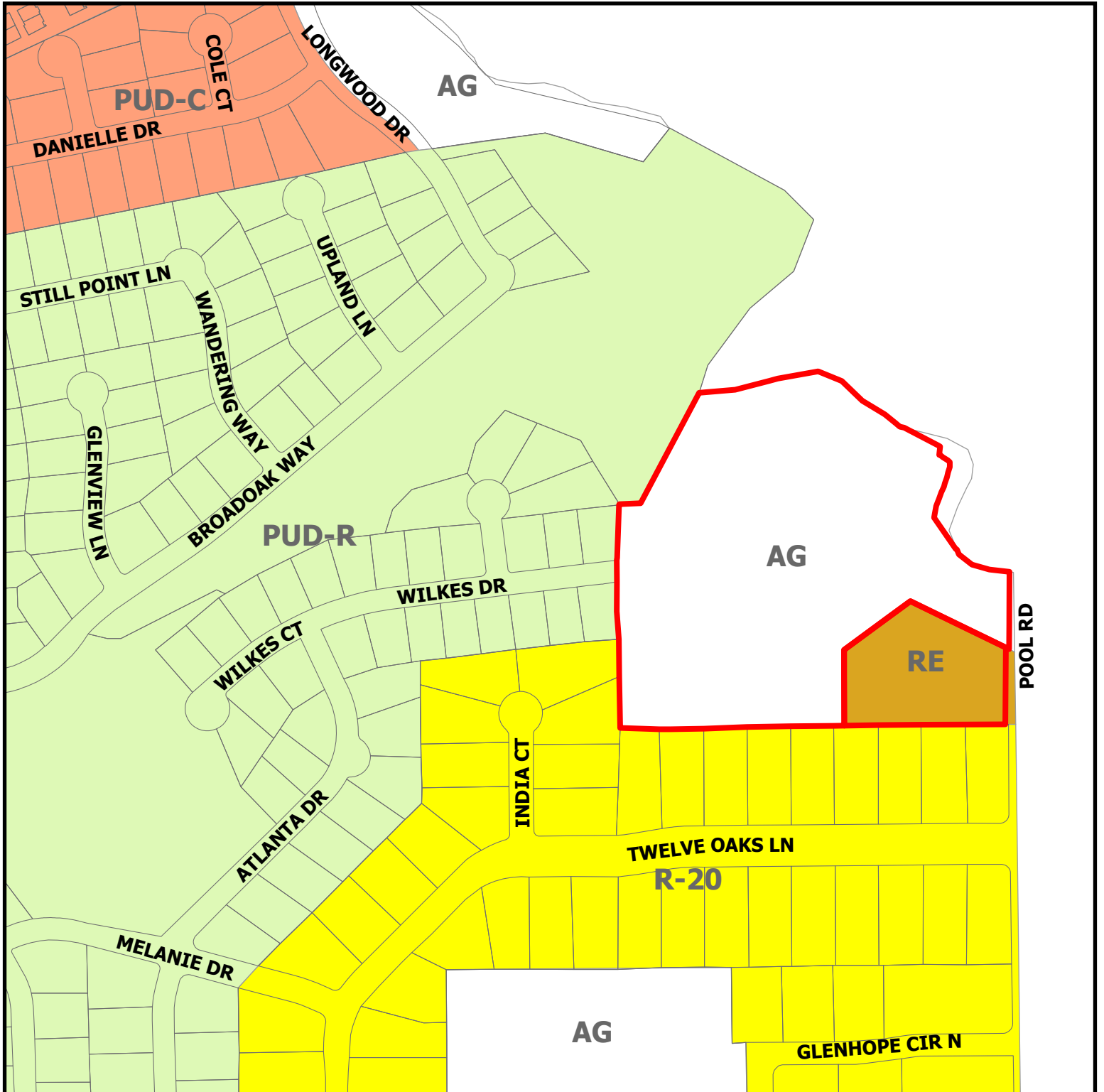


Subject Property



DISCLAIMER:
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Zoning Map

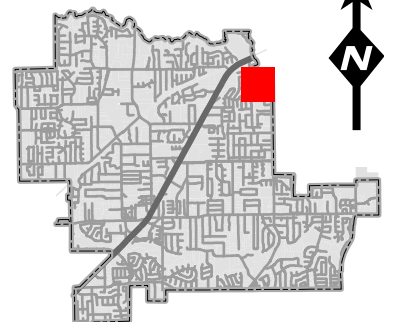


ZC23-033

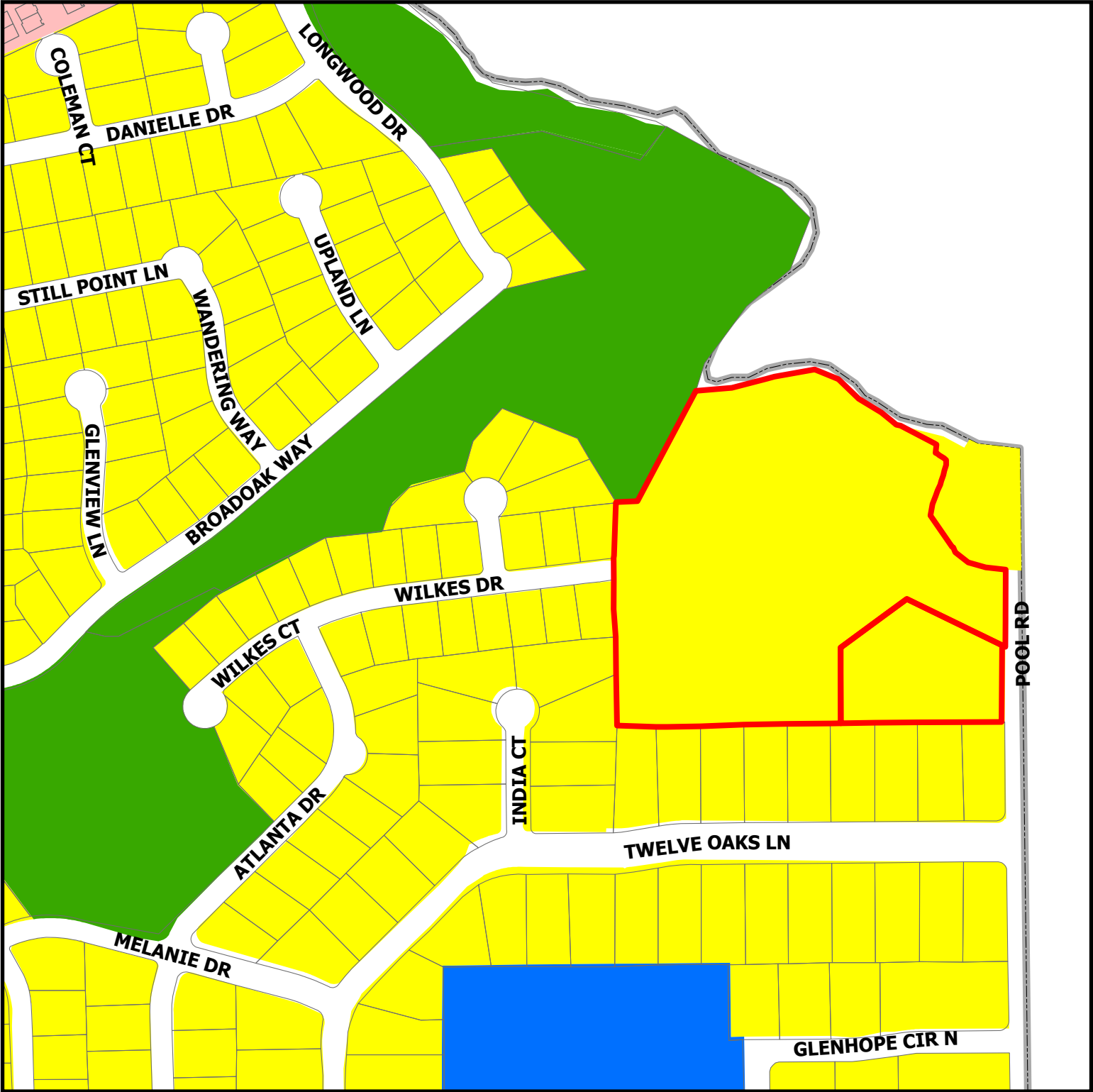
2417 Wilkes Dr

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 Subject Property



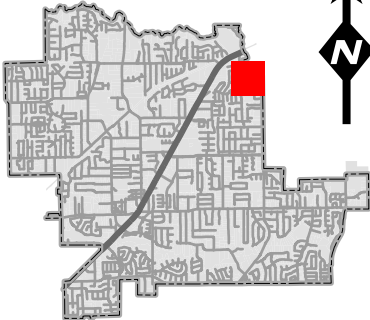
Future Land Use Map



ZC23-033

2417 Wilkes Dr

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



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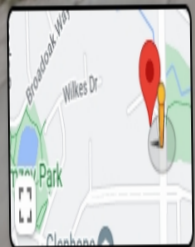


6900 Pool Road, Colleyville, TX

← 2964 Pool Rd
Colleyville, Texas

 Google Street View

Aug 2016 See more dates



The Bluffs at Colleyville

Colleyville, Texas

Zoning Narrative –30 OCT 2023

WillowTree Development, LLC, Developer

Sage Group, Inc., Land Planner

Statement of Planning Objectives

The Bluffs at Colleyville is a proposed residential neighborhood to be developed by WillowTree Development, LLC, under the R-40 Residential District regulations for residential development in the City of Colleyville. The approximately 14 acre property is located on the west side of Pool Road, just south of Big Bear Creek, which is also the Colleyville/Grapevine city limits.

Adjacencies: The property is adjacent to, and could almost be considered an extension of, the Ross Downs Estates neighborhood- as it is currently accessed through that neighborhood via Wilkes Drive. The Ross Downs Estates lots to the south (off of Twelve Oaks Lane) are ½ acre lots, but the section of Ross Downs Estates through which this property is currently accessed (from the west), is comprised of 10,000+ sf lots. To the north and east is Big Bear Creek, and the City of Grapevine.

The property is primarily currently designated AG (Agriculture), so this would be the initial “development” zoning requested. The intent here is to rezone the entire property to R-40, unifying the property into one cohesive, master planned residential development of the highest quality. There is currently an occupied single-family home on the property, which will be removed as it is developed.

The proposed plan will far exceed the lot sizes, quality and values of the neighborhoods and properties we are adjacent to. Where we are adjacent to the ½ acre Ross Downs lots to the south, and 10,000 sf lots to the west, we are proposing all 40,000 sf+ lots. We have designed the project to be compatible and in harmony with our adjacent neighbors, comply with the requirements of the R-40 Ordinance, and to be consistent with the city’s Comprehensive Plan. Overall density is 0.65 lots per acre.

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

Access: The property currently only has one point of street access, determined when Ross Downs was approved and developed. Wilkes Drive currently dead-ends into the property on the west side. After discussions with the neighbors along Wilkes Dr. and elsewhere in Ross Downs- and hearing their concerns of having additional traffic along those streets, an additional property was acquired which will allow access directly from Pool Road. Also, because of proposing fewer than 10 lots, no secondary access point is required, so we are not connecting to Wilkes Dr., thereby putting no additional traffic on Wilkes Drive and other Ross Downs streets.

The residences planned for The Bluffs at Colleyville will be upscale, with selling prices estimated to start at around \$2.5 million. Each home will be required to go through a design review process, prior to construction, to assure a high level of quality and design.

The Bluffs at Colleyville will be developed with the normal Colleyville public street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. The property generally drains to the north, directly into Big Bear Creek. Therefore, no detention ponds will be necessary.

To encourage pedestrian activity in the neighborhood, sidewalks will be built along the front of each lot. The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Development Schedule

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

Economic Development Information

The Bluffs at Colleyville will have a total of nine (9) homes, each with an estimated average value upon completion of \$2,750,000, resulting in an overall tax base of over \$25,000,000. At the current tax rate of 2.2221%, the total taxes generated from the development are projected to be \$550,000, with over \$75,000 generated directly for the City at buildout.

Single Family Residential Lots		9
Residential Lots	69.69%	9.69 ac.
R.O.W.	10.08%	1.42 ac.
Open Space	20.23%	2.78 ac.
Res. Gross Acreage	100.00%	13.89 ac.

Existing Zoning:	AG
Proposed Zoning:	R-40
Existing Use:	Residential / AG
Proposed Use:	S.F. Residential

Residential Lots	9
Minimum Lot Area	43,895 s.f.
Average Lot Area	46,900 s.f.

Unique Fortune, LLC
400 Carroll Avenue
Southlake, TX 76092
Tel: 817-366-8666
Contact: Mark Goodwin

WillowTree Development, LLC
680 N. Carroll Avenue, Suite 100
Southlake, Texas 76092
817-617-9105
Attn: Travis Franks

Sage Group, Inc.
1130 N. Carroll Avenue, Suite 200
Southlake, TX 76092
817-424-2626
Contact: Curtis Young, AIA

Redinger Group, LLC
P.O. Box 93206
Southlake, Texas 76092
817-253-5727
Attn: Clayton Redinger, P.E.

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

30 OCT 23 1" = 50'

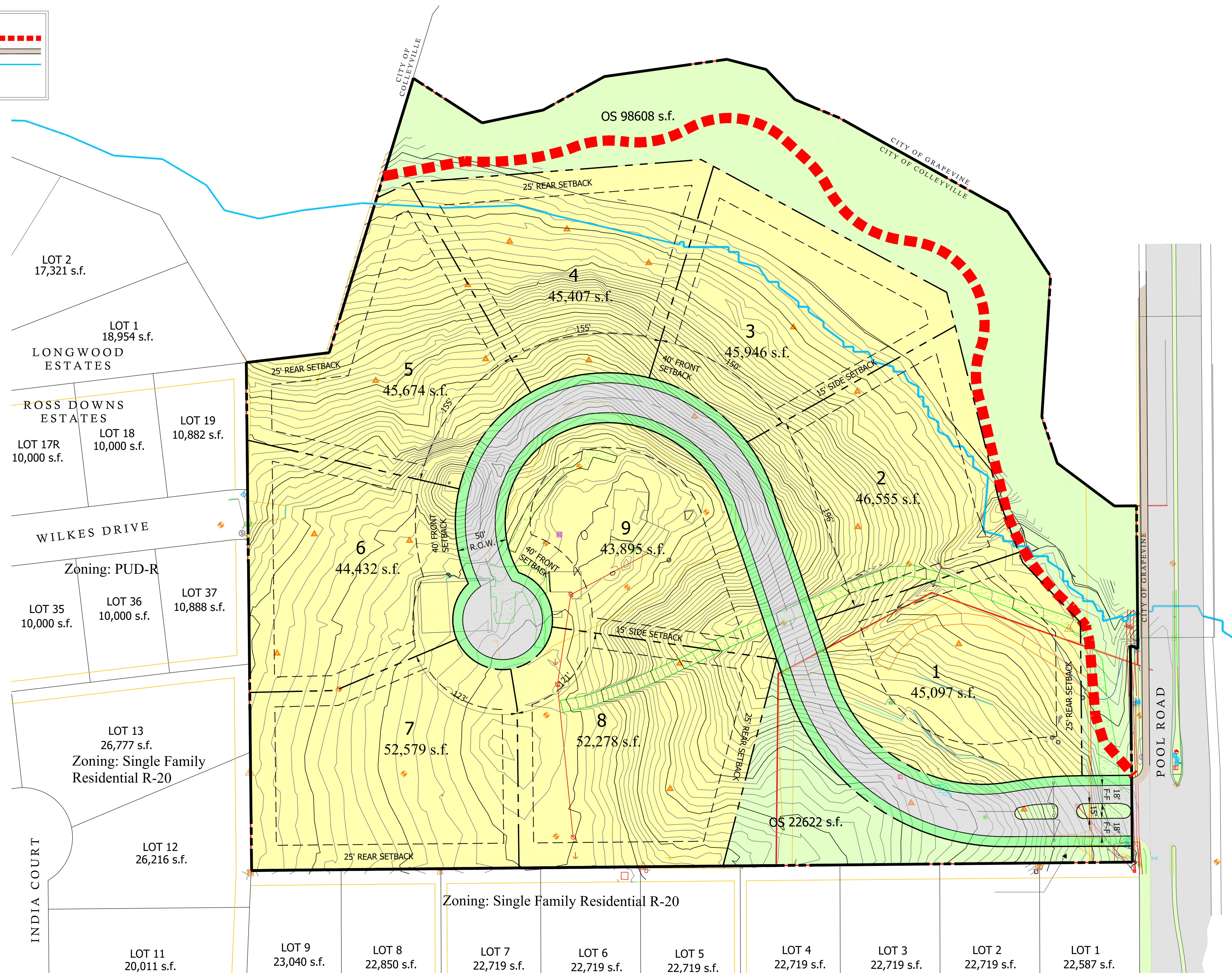
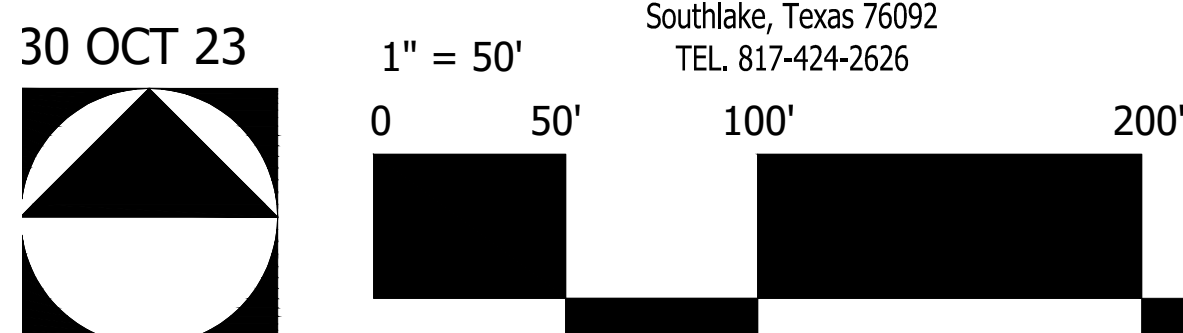
Sidewalk Easement
5' Sidewalk
Flood Plain

8' Wood Fence

8' Masonry Wall

6' Ornamental Iron Fence

- Front are 40' Typical, except where noted.
- Side Setbacks are 15' Typical.
- Rear Setbacks are 25' Typical, except where noted.



Zoning Exhibit for Zoning Change Request From AG to R-40

The Bluffs at Colleyville

Colleyville, Tarrant County, Texas

Site Data Summary Chart

Single Family Residential Lots		9
Residential Lots	88.84%	12.34 ac.
R.O.W.	10.22%	1.42 ac.
Open Space	00.94%	.13 ac.
Res. Gross Acreage	100.00%	13.89 ac.

Site Data

Gross Acreage	13.89 ac.
Gross Density (lots / acre)	0.65 lots/AC

Existing Zoning:	AG
Proposed Zoning:	R-40
Existing Use:	Residential / AG
Proposed Use:	S.F. Residential

Lot Summary

Residential Lots	9
Minimum Lot Area	44,432 s.f.
Average Lot Area	59,899 s.f.

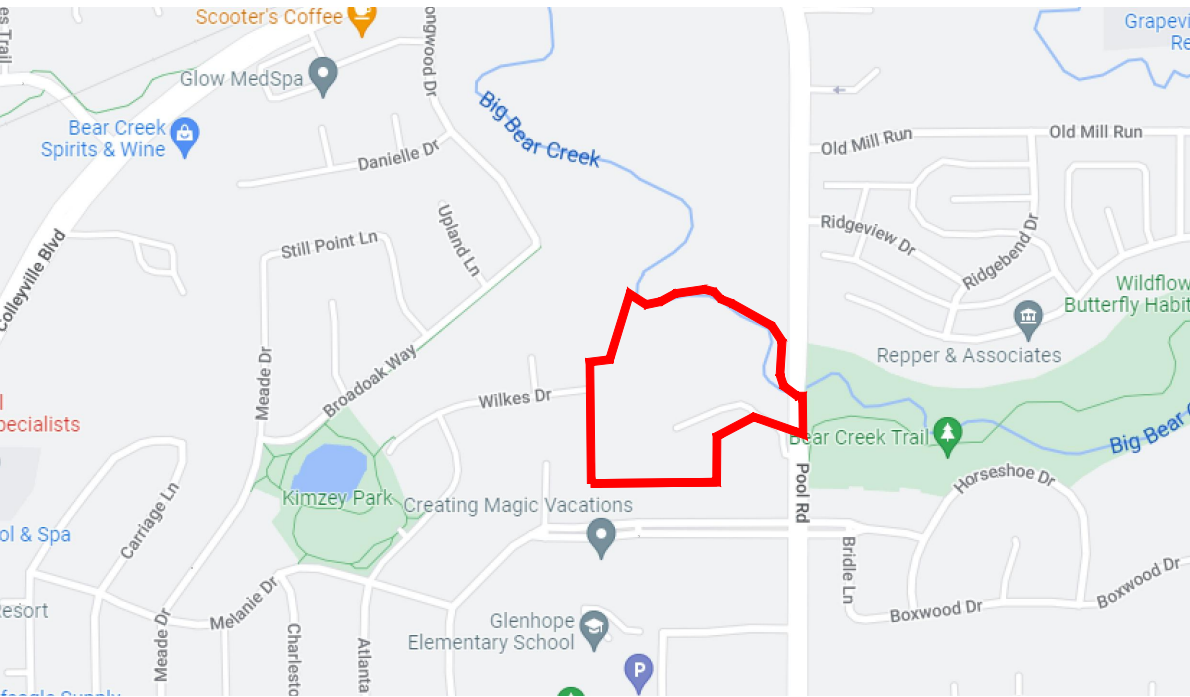
Legend

- Sidewalk Easement
- 5' Sidewalk
- Flood Plain
- Tree Preservation Easement

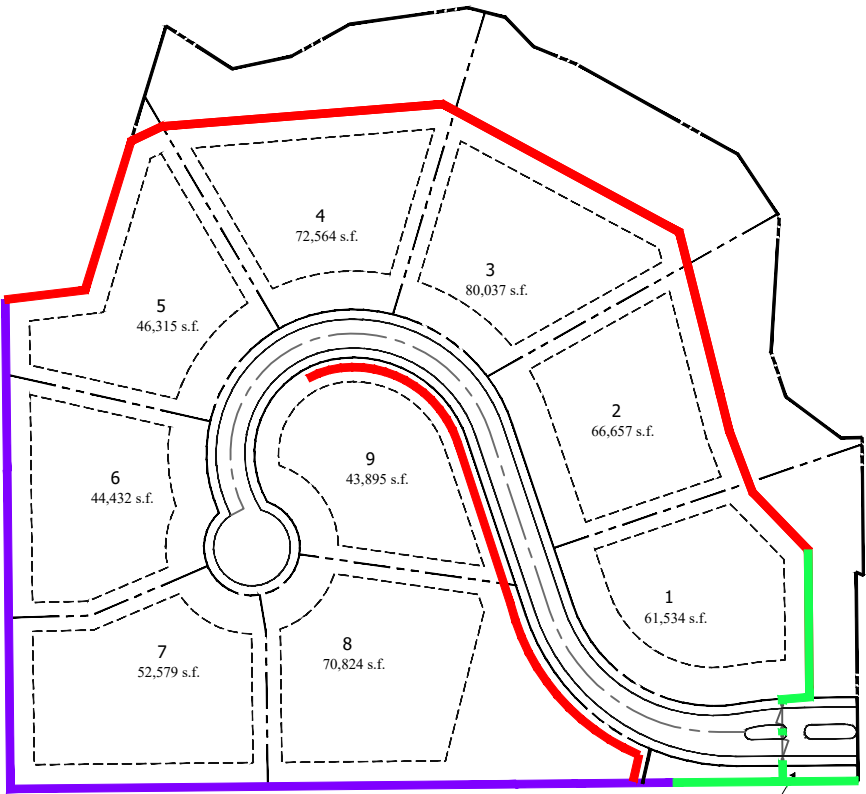
Fence / Wall Legend

- 8' Wood Fence
- 8' Masonry Wall
- 6' Ornamental Iron Fence

LOCATION MAP



Fence / Wall Diagram



Owner:
Unique Fortune, LLC
400 Carroll Avenue
Southlake, TX 76092
Tel: 817-366-8666
Contact: Mark Goodwin

Developer:
WillowTree Development, LLC
680 N. Carroll Avenue, Suite 100
Southlake, Texas 76092
817-617-9105
Attn: Travis Franks

Applicant:
Sage Group, Inc.
1130 N. Carroll Avenue, Suite 200
Southlake, TX 76092
817-424-2626
Contact: Curtis Young, AIA

Engineer:
Redinger Group, LLC
P.O. Box 93206
Southlake, Texas 76092
817-253-5727
Attn: Clayton Redinger, P.E.

Planner:

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

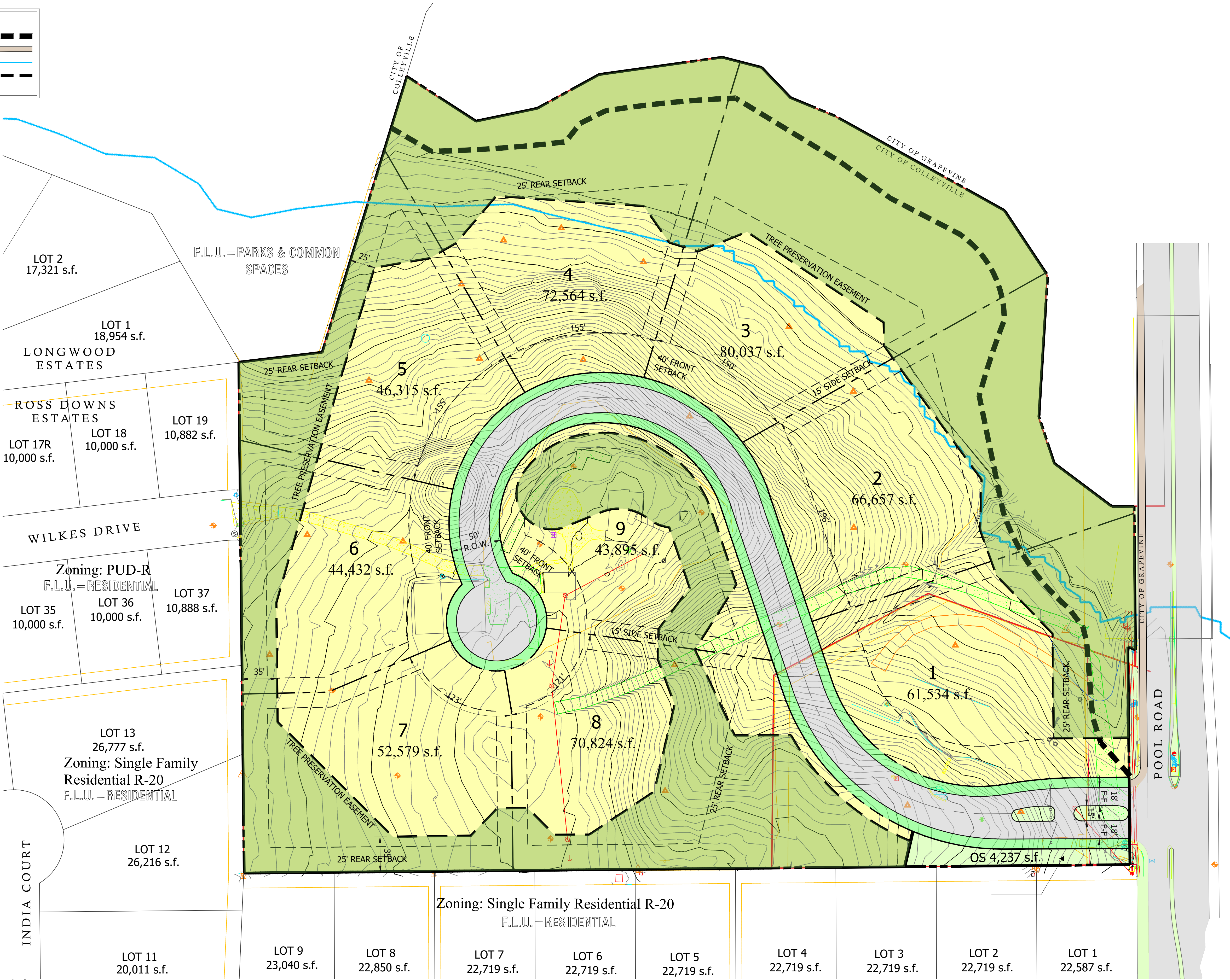
- Notes:
- Front are 40' Typical, except where noted.
 - Side Setbacks are 15' Typical.
 - Rear Setbacks are 25' Typical, except where noted.

12 DEC 23

1" = 50'

0 50' 100' 200'

Concept Plan

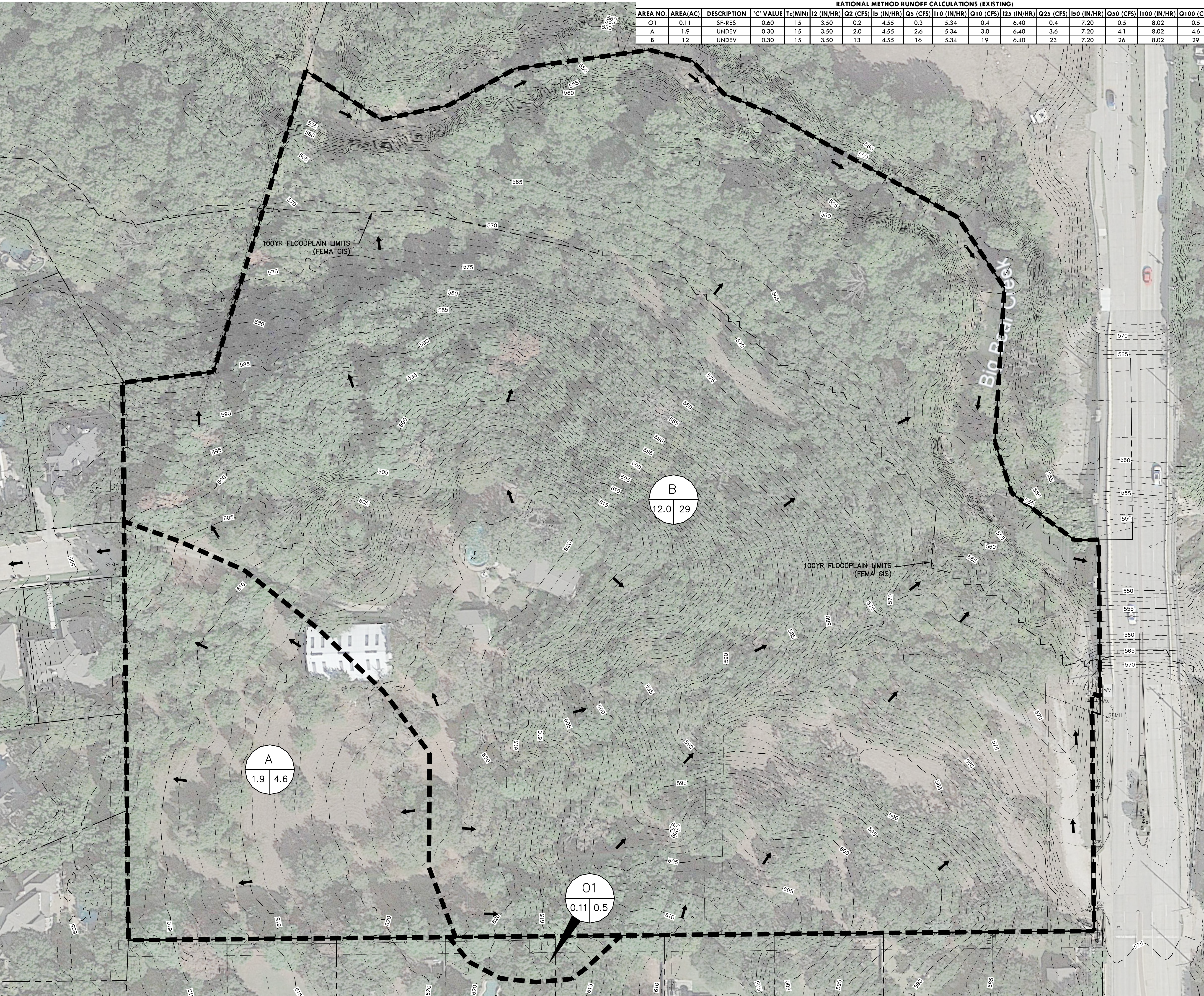


Case ZC23-033

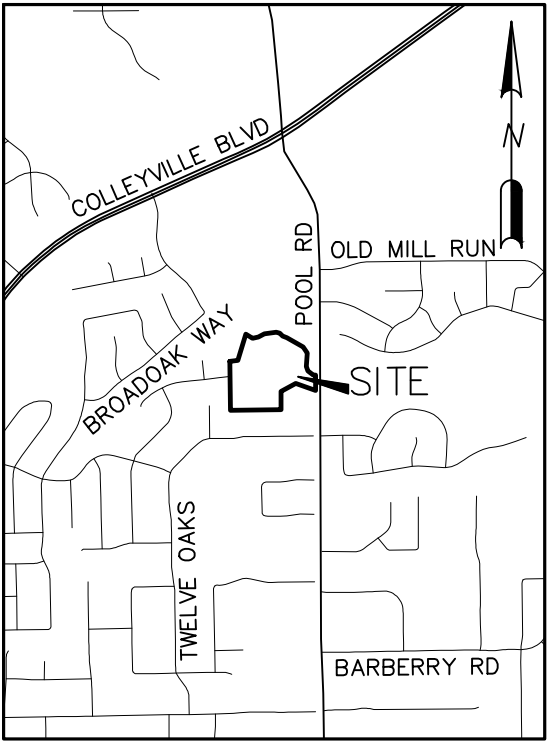
Zoning Exhibit for Zoning Change Request From AG to R-40

The Bluffs at Colleyville

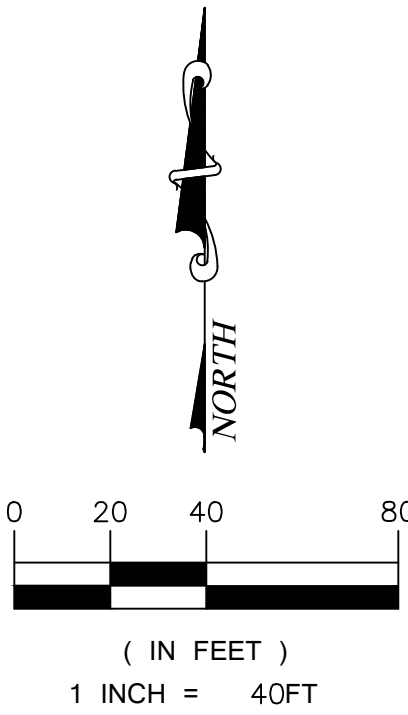
Colleyville, Tarrant County, Texas



RATIONAL METHOD RUNOFF CALCULATIONS (EXISTING)																	
AREA NO.	AREA (AC)	DESCRIPTION	'C' VALUE	Tc (MIN)	I2 (IN/HR)	Q2 (CFS)	I5 (IN/HR)	Q5 (CFS)	I10 (IN/HR)	Q10 (CFS)	I25 (IN/HR)	Q25 (CFS)	I50 (IN/HR)	Q50 (CFS)	I100 (IN/HR)	Q100 (CFS)	
01	0.11	SF-RES	0.60	15	3.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02	0.5	
A	1.9	UNDEV	0.30	15	3.50	2.0	4.55	2.6	5.34	3.0	6.40	3.6	7.20	4.1	8.02	4.6	
B	12	UNDEV	0.30	15	3.50	13	4.55	16	5.34	19	6.40	23	7.20	26	8.02	29	



VICINITY MAP
SCALE: 1" = 2000'



- LEGEND
- DRAINAGE AREA LABEL
 - FLOW ARROW (POST-PROJECT)
 - DRAINAGE DIVIDE
 - EXISTING CONTOUR MINOR
 - EXISTING CONTOUR MAJOR
 - DESIGN POINT

1. CRITERIA BASED ON CITY OF COLLEYVILLE ENGINEERING DESIGN STANDARDS.
2. BIG BEAR CREEK SPECIAL FLOOD HAZARD AREA OBTAINED THROUGH TARRANT COUNTY GIS, REFERENCED TO NAD83 TEXAS STATE PLAN COORDINATES, NORTH CENTRAL ZONE, US FEET.

REDINGER GROUP, LLC
P.O. BOX 92006
DALLAS, TEXAS 75292
PHONE (817) 233-2277
FAX (817) 233-2278
ENGINEERING REGISTRATION NUMBER E-23299
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
14141 BARBERRY RD., SUITE 100
COLLEYVILLE, TEXAS 76032
PHONE (817) 617-9105

EXISTING DRAINAGE PLAN
THE BLUFFS AT COLLEYVILLE
14 ACRE PUD-R
COLLEYVILLE, TEXAS

BENCHMARKS:

COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'

COLLEYVILLE BM-92
2" BRASS DISC IN N
END OF INLET 16.4' W
OF CL OF BROAD OAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

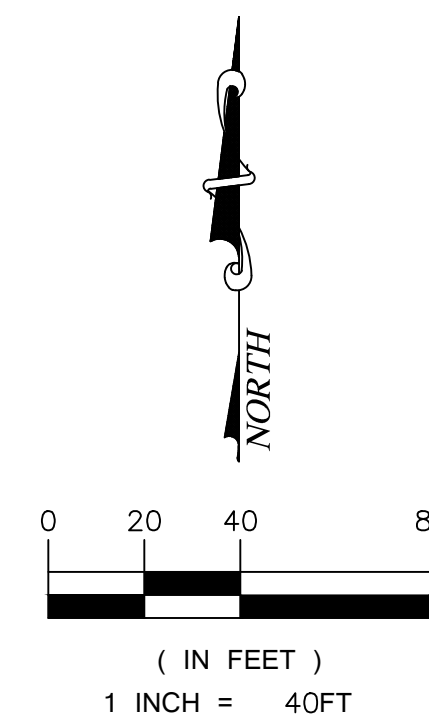
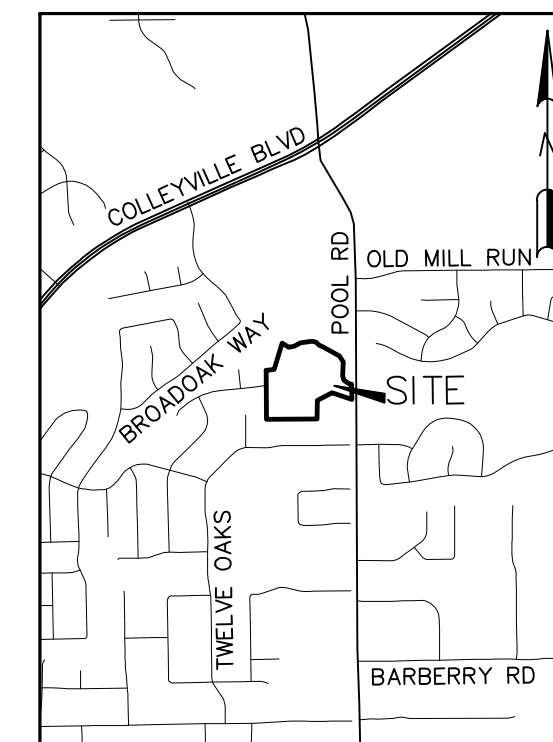
PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes

Engineer: CLAYTON T. REDINGER
P.E. No. 97487 Date: 10/16/2023

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

SHEET
1

RATIONAL METHOD RUNOFF CALCULATIONS (PROPOSED)																
AREA NO.	AREA(AC)	DESCRIPTION	'C' VALUE	Tc(MIN)	I2 (IN/HR)	Q2 (CFS)	I5 (IN/HR)	Q5 (CFS)	I10 (IN/HR)	Q10 (CFS)	I25 (IN/HR)	Q25 (CFS)	I50 (IN/HR)	Q50 (CFS)	I100 (IN/HR)	Q100 (CFS)
O1	0.11	SF-RES	0.60	15	3.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02	0.5
A1	2.4	SF-RES	0.60	15	3.50	5.0	4.55	6.6	5.34	7.7	6.40	9.2	7.20	10.4	8.02	12
B1	4.2	SF-RES	0.60	15	3.50	8.8	4.55	11	5.34	13	6.40	16	7.20	18	8.02	20
B2	3.9	SF-RES	0.60	15	3.50	8.2	4.55	11	5.34	12	6.40	15	7.20	17	8.02	19
B3	3.3	OPEN SPACE	0.30	15	3.50	3.5	4.55	4.5	5.34	5.3	6.40	6.3	7.20	7.1	8.02	7.9



LEGEND



DRAINAGE AREA LABEL



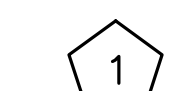
FLOW ARROW (POST-PROJECT)



DRAINAGE DIVIDE

EXISTING CONTOUR MINOR

EXISTING CONTOUR MINOR



DESIGN POINT

1. NO GRADING IS ANTICIPATED WITHIN THE REGULATORY FLOODWAY/FLOODPLAIN OF BIG BEAR CREEK WHICH WOULD REQUIRE A CLOMR SUBMITTAL THROUGH FEMA
2. CRITERIA BASED ON CITY OF COLLEYVILLE ENGINEERING DESIGN STANDARDS.
3. THE DEVELOPMENT DISCHARGES DIRECTLY TO A FEMA REGULATED FLOOD HAZARD AREA FOR BIG BEAR CREEK
4. DETENTION ASSESSMENT MEMORANDUM PROVIDED BY SEPARATE CORRESPONDENCE.
5. BIG BEAR CREEK SPECIAL FLOOD HAZARD AREA OBTAINED THROUGH TARRANT COUNTY GIS, REFERENCED TO NAD83 TEXAS STATE PLAN COORDINATES, NORTH CENTRAL ZONE, US FEET.
6. FINAL ENGINEERING REVIEW AND COORDINATION MAY RESULT IN MINOR ADJUSTMENTS TO THIS PLAN

BENCHMARKS:

COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'

COLLEYVILLE BM-92
2" BRASS DISC IN N
END OF INLET 16.4' W
OF CL OF BROADOAK ST
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

**PRELIMINARY
FOR REVIEW ONLY**

Engineer **CLAYTON T. REDINGER**
97497 Date: 10/16/2022

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

SHEET
2

PRELIMINARY GRADING & DRAINAGE PLAN
THE BLUFFS AT COLLEYVILLE
14 ACRE PUD-R
COLLEYVILLE, TEXAS

REAS

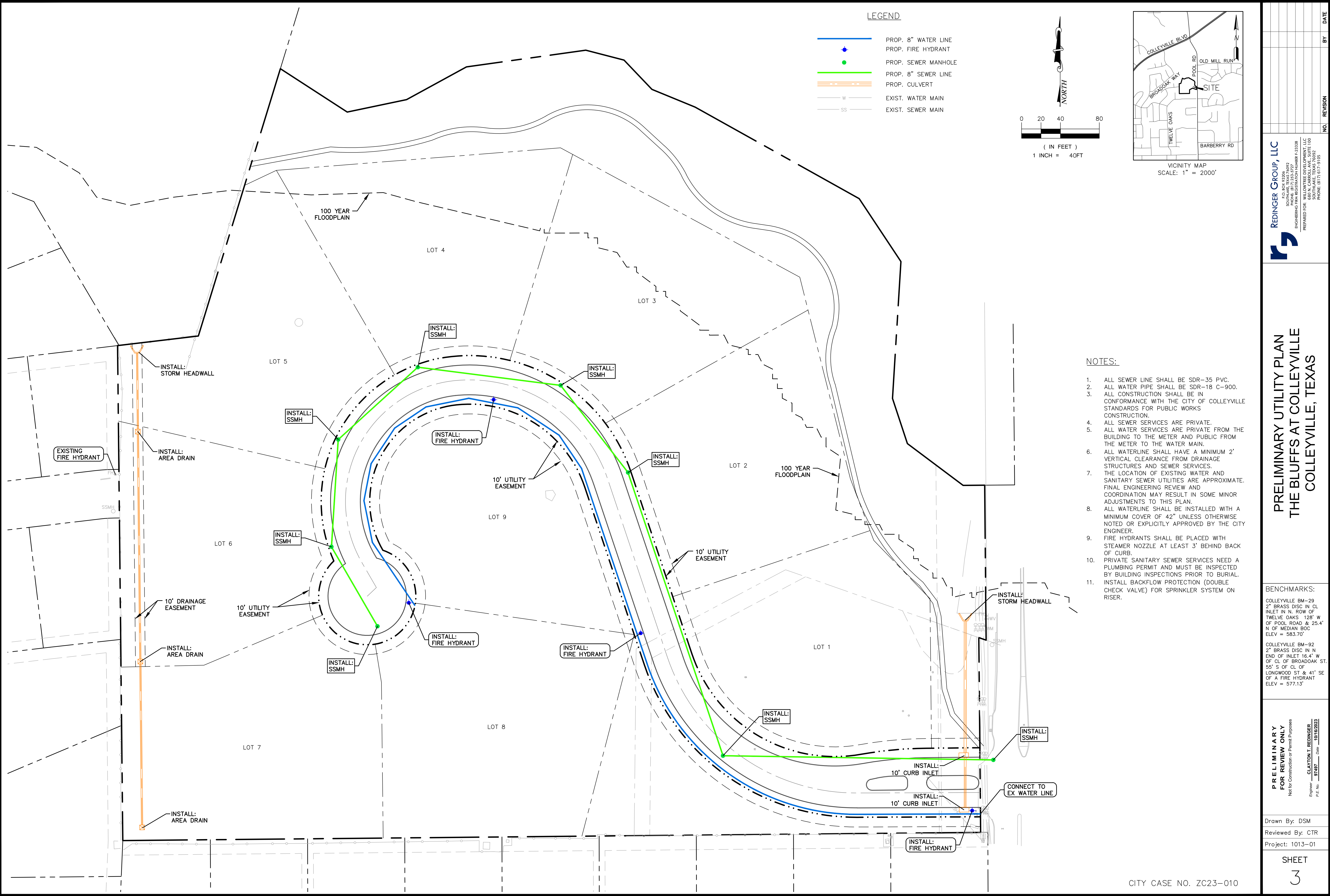
REDINGER GROUP, LLC
P.O. BOX 92306
SOUTH LAKE, TEXAS 76092
PHONE: (817) 617-9105
FAX: (817) 617-9105

ENGINEERING FROM REGISTRATION NUMBER F-232328

PREPARED FOR: WILLOW TREE DEVELOPMENT, LLC
6800 N. CARROLL AVE., SUITE 100
SOUTH LAKE, TEXAS 76092
PHONE: (817) 617-9105

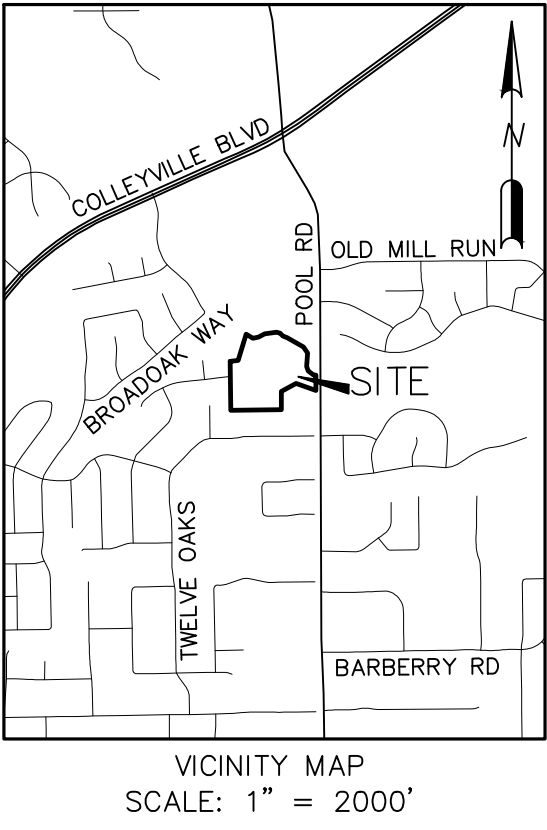
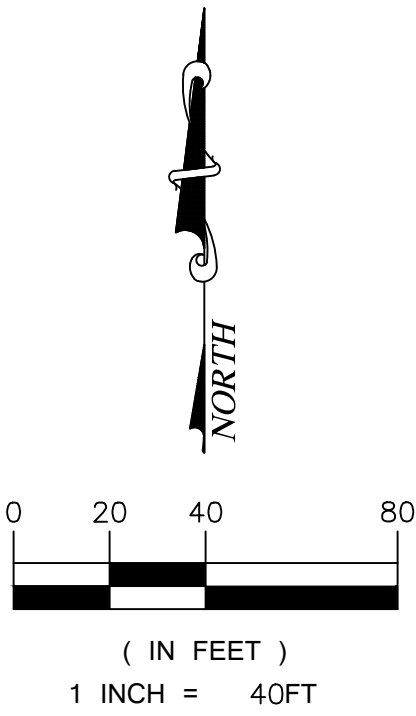
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CITY CASE NO. 7C23-010



LEGEND

- PROP. 8" WATER LINE
- PROP. FIRE HYDRANT
- PROP. SEWER MANHOLE
- PROP. 8" SEWER LINE
- PROP. CULVERT
- W
- SS
- EXIST. WATER MAIN
- EXIST. SEWER MAIN



NOTES:

- ALL SEWER LINE SHALL BE SDR-35 PVC.
- ALL WATER PIPE SHALL BE SDR-18 C-900.
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF COLLEYVILLE STANDARDS FOR PUBLIC WORKS CONSTRUCTION.
- ALL SEWER SERVICES ARE PRIVATE.
- ALL WATER SERVICES ARE PRIVATE FROM THE BUILDING TO THE METER AND PUBLIC FROM THE METER TO THE WATER MAIN.
- ALL WATERLINE SHALL HAVE A MINIMUM 2' VERTICAL CLEARANCE FROM DRAINAGE STRUCTURES AND SEWER SERVICES.
- THE LOCATION OF EXISTING WATER AND SANITARY SEWER UTILITIES ARE APPROXIMATE. FINAL ENGINEERING REVIEW AND COORDINATION MAY RESULT IN SOME MINOR ADJUSTMENTS TO THIS PLAN.
- ALL WATERLINE SHALL BE INSTALLED WITH A MINIMUM COVER OF 42" UNLESS OTHERWISE NOTED OR EXPLICITLY APPROVED BY THE CITY ENGINEER.
- FIRE HYDRANTS SHALL BE PLACED WITH STEAMER NOZZLE AT LEAST 3' BEHIND BACK OF CURB.
- PRIVATE SANITARY SEWER SERVICES NEED A PLUMBING PERMIT AND MUST BE INSPECTED BY BUILDING INSPECTIONS PRIOR TO BURIAL.
- INSTALL BACKFLOW PROTECTION (DOUBLE CHECK VALVE) FOR SPRINKLER SYSTEM ON RISER.

PRELIMINARY UTILITY PLAN
THE BLUFFS AT COLLEYVILLE
COLLEYVILLE, TEXAS

BENCHMARKS:
COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'
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55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: CLAYTON T. REDINGER
P.E. No. 97487 Date: 10/16/2023

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

NO.	REVISION	BY	DATE

REDINGER GROUP, LLC
P.O. BOX 93206
DALLAS, TEXAS 75293
PHONE (817) 233-2277
FAX (817) 233-2278
ENGINEERING REGISTRATION NUMBER F-23239
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
11111 WILLOWTREE DRIVE, SUITE 100
SOUTHDALE, TEXAS 76092
PHONE (817) 617-9105

THE BLUFFS AT COLLEYVILLE

COLLEYVILLE, TARRANT COUNTY, TEXAS

SHEET LEGEND

	COVER SHEET
01	SITE PLAN
02	DETAILS
03	RENDERING
04	PLANTING PLAN

AN EXTERIOR DESIGN PACKAGE FROM

BLOUNT|DESIGNS

SITE CONDITIONS NOTE

ALL EXISTING SITE CONDITIONS & UTILITIES ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION. LANDSCAPE DESIGNER SHALL NOT BE HELD ACCOUNTABLE FOR ANY DISCREPANCIES PERTAINING TO SURVEY OR EXISTING CONDITIONS.



THE BLUFFS AT COLLEYVILLE

COLLEYVILLE, TARRANT COUNTY, TEXAS

SHEET TITLE

SITE PLAN

SHEET NO.

01

PROJECT NUMBER: 23032
ISSUE DATE: 06.16.2023
SHEET SIZE: 24"X36"

BLOUNTDESIGNS

SITE CALCULATIONS

-BED PREP AND MULCH: 3,206 SF
(3" DEPTH, TREES IN SOD TO RECEIVE 4' DIA. RING)

-BERMUDA SOD: 8,186 SF

-EDGING - 3/4" METAL (BLACK): 480 LF

-GRAVEL (DECOMPOSED GRANITE): 580 SF

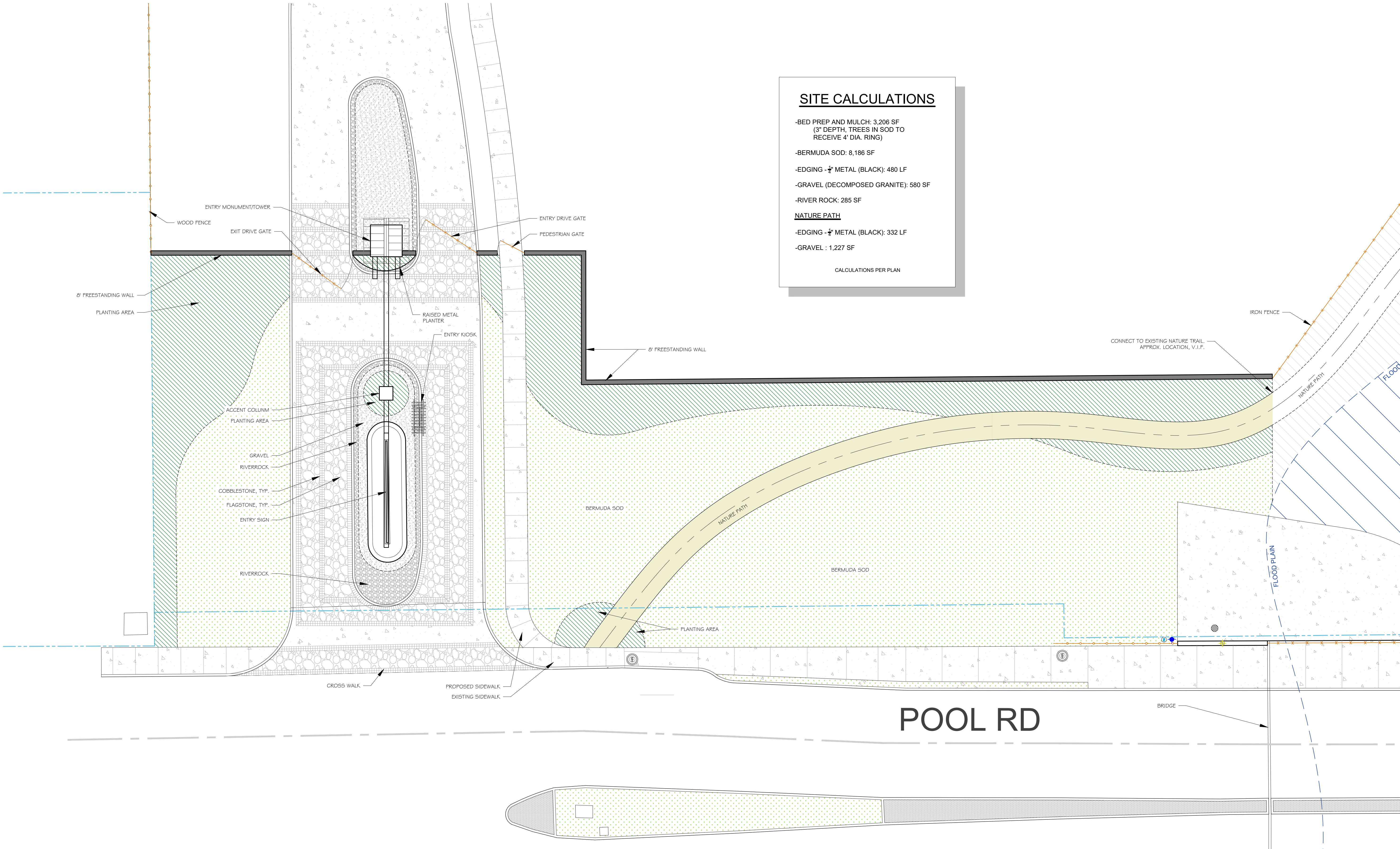
-RIVER ROCK: 285 SF

NATURE PATH

-EDGING - 3/4" METAL (BLACK): 332 LF

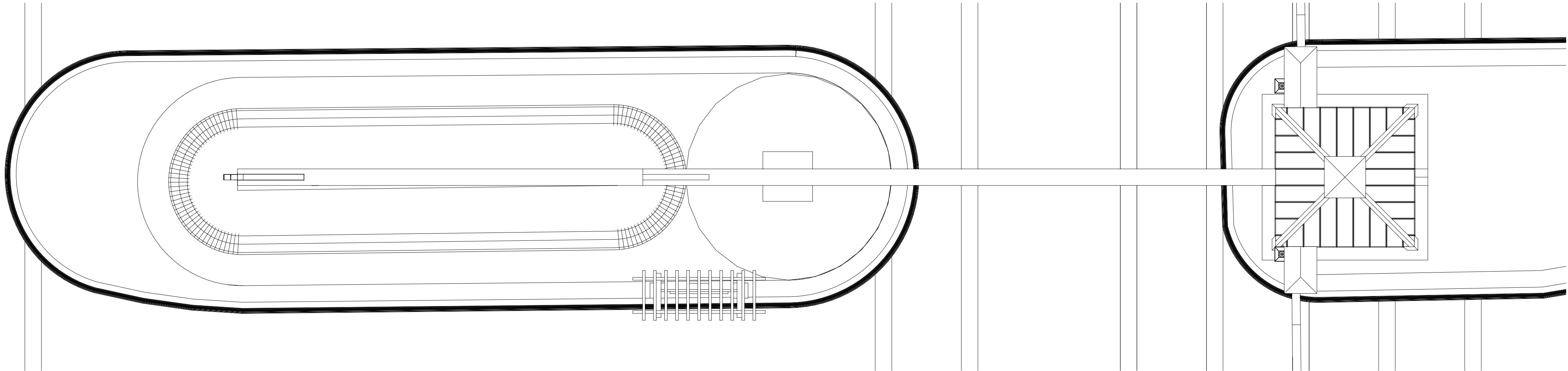
-GRAVEL : 1,227 SF

CALCULATIONS PER PLAN



Scale: 1:10

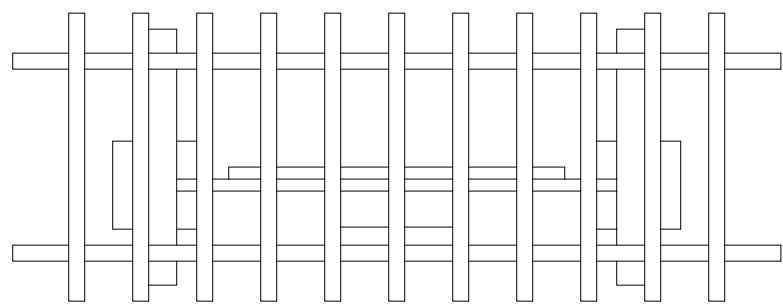
SITE PLAN - ENTRY & R.O.W.



ENTRY PLAN

C

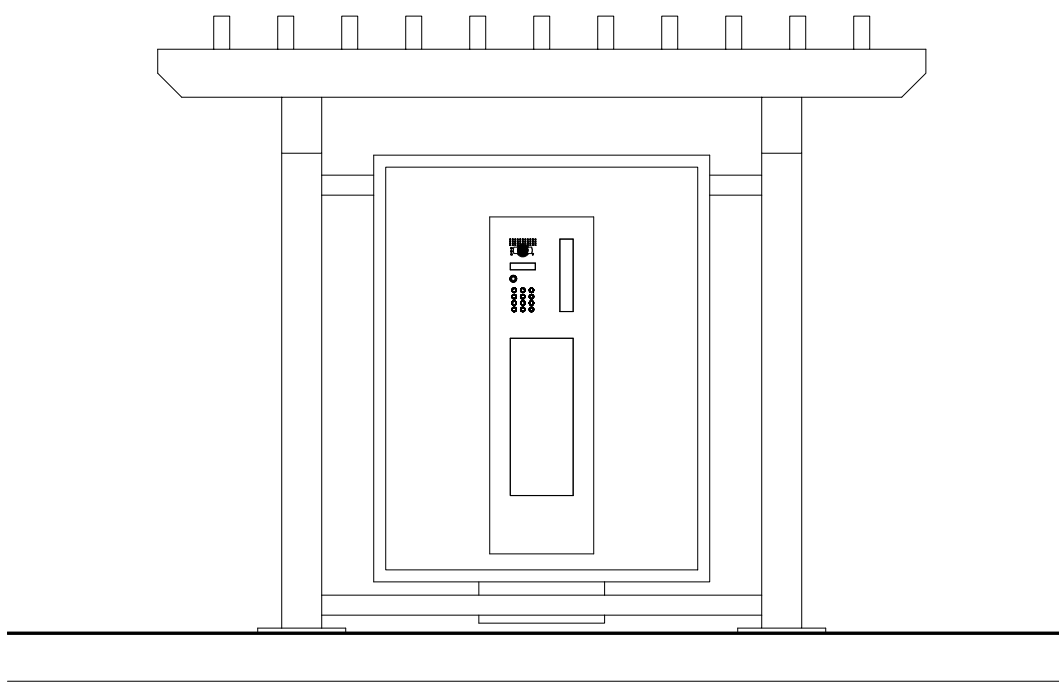
Scale: 1/4" = 1'-0"



ENTRY KIOSK - PLAN

F

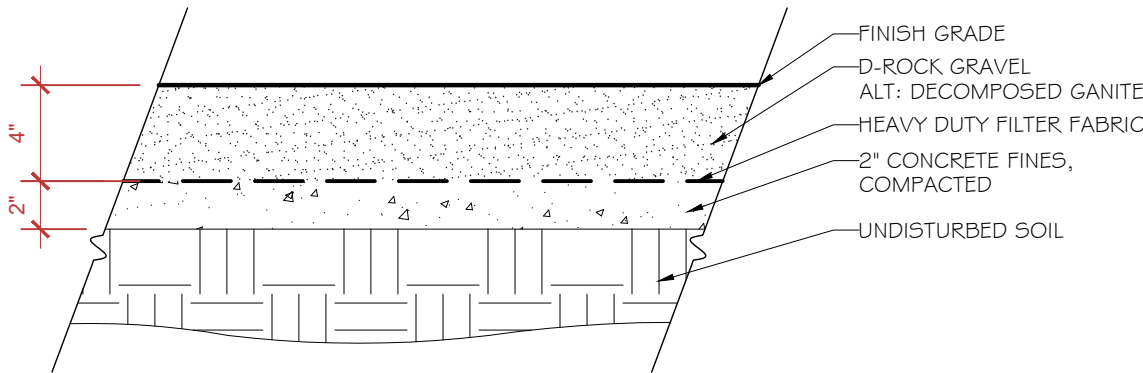
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ENTRY KIOSK - ELEVATION

E

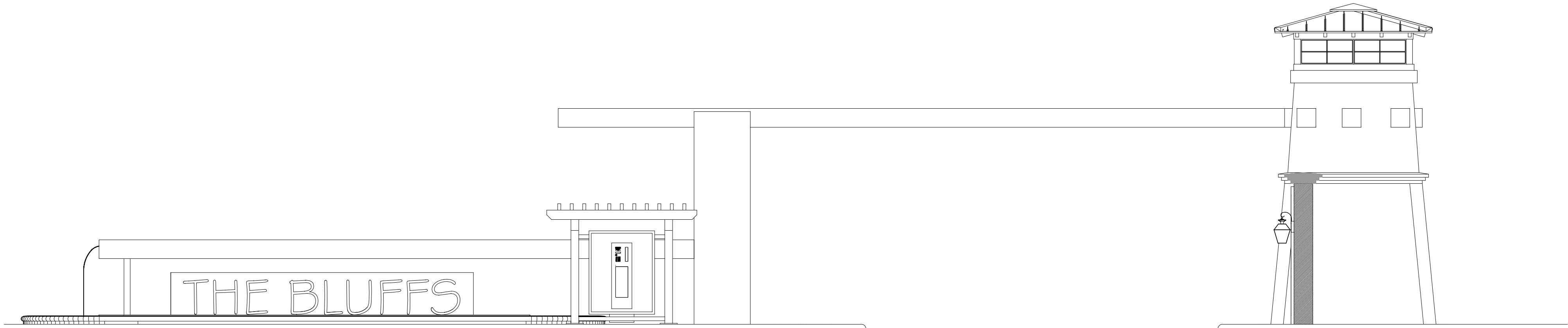
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NATURE PATH - SECTION

D

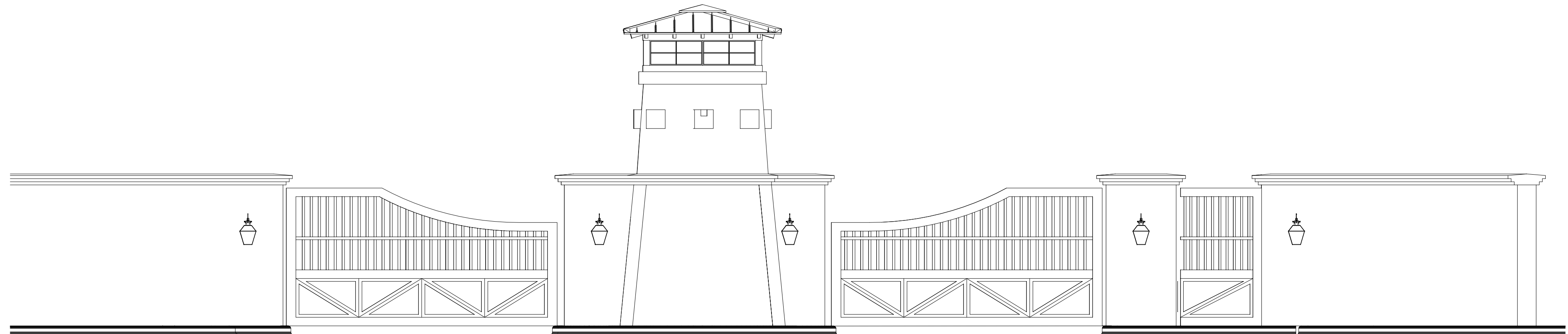
Scale: 1-1/2" = 1'-0"



ENTRY - SIDE ELEVATION

B

Scale: 1/4" = 1'-0"



ENTRY - FRONT ELEVATION

A

Scale: 1/4" = 1'-0"



B|D

THE BLUFFS AT COLLEYVILLE

COLLEYVILLE, TARRANT COUNTY, TEXAS

SHEET TITLE

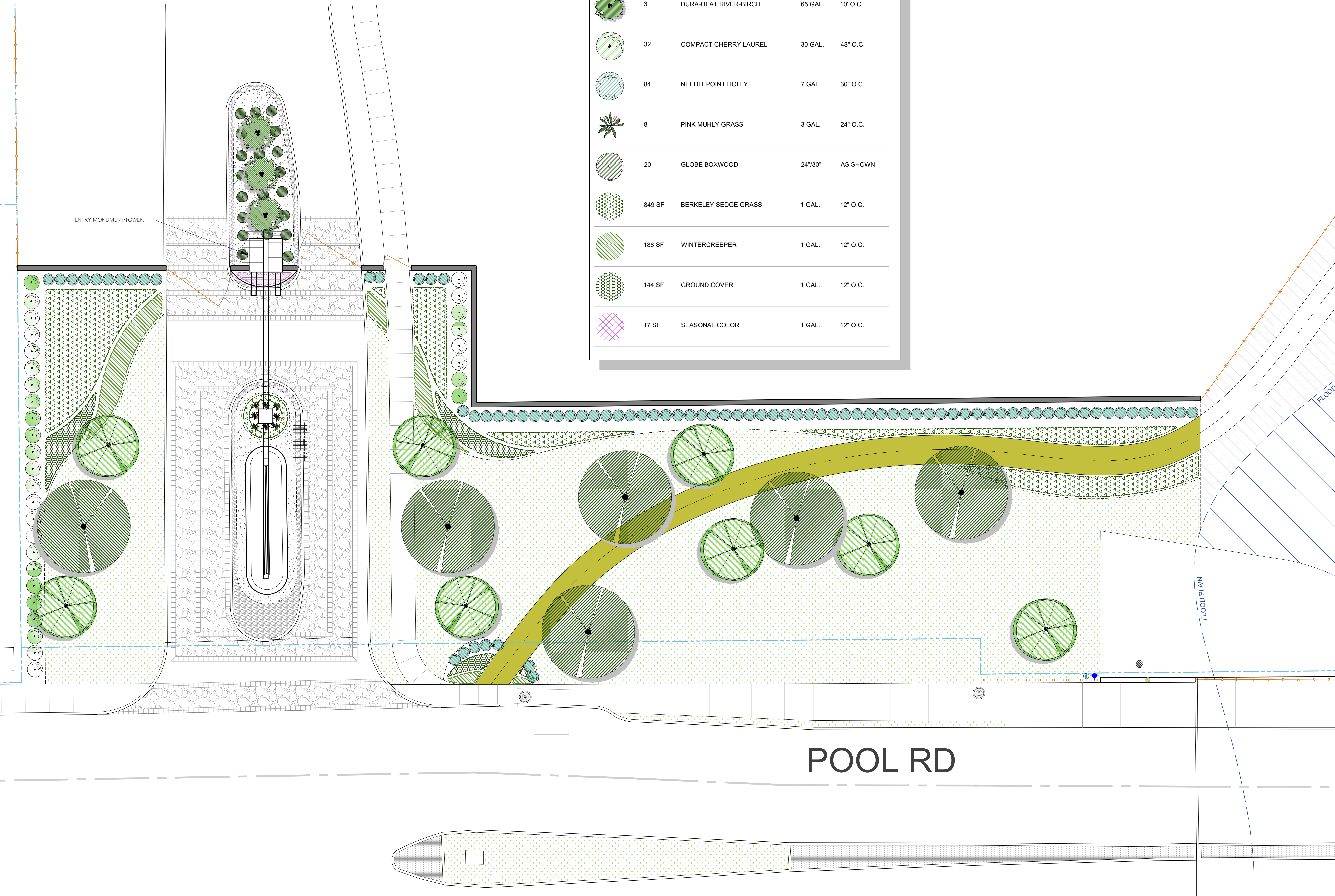
RENDERINGS

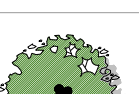
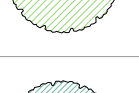
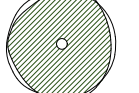
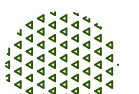
SHEET NO.

03

PROJECT NUMBER: 23032
ISSUE DATE: 06.16.2023
SHEET SIZE: 24"X36"

BLOUNT|DESIGNS



PLANT SCHEDULE				
SYMB.	QTY.	COMMON NAME	SIZE	SPACING
	6	LIVE OAK	6" CAL.	AS SHOWN
	8	AUTUMN BLAZE MAPLE	6" CAL.	AS SHOWN
	3	DURA-HEAT RIVER-BIRCH	65 GAL.	10' O.C.
	32	COMPACT CHERRY LAUREL	30 GAL.	48" O.C.
	84	NEEDLEPOINT HOLLY	7 GAL.	30" O.C.
	8	PINK MUHLY GRASS	3 GAL.	24" O.C.
	20	GLOBE BOXWOOD	24"/30"	AS SHOWN
	849 SF	BERKELEY SEDGE GRASS	1 GAL.	12" O.C.
	188 SF	WINTERCREEPER	1 GAL.	12" O.C.
	144 SF	GROUND COVER	1 GAL.	12" O.C.
	17 SF	SEASONAL COLOR	1 GAL.	12" O.C.



THE BLUFFS AT COLLEYVILLE
COLLEYVILLE, TARRANT COUNTY, TEXAS

SHEET TITLE

PLANTING
PLAN

SHEET NO.

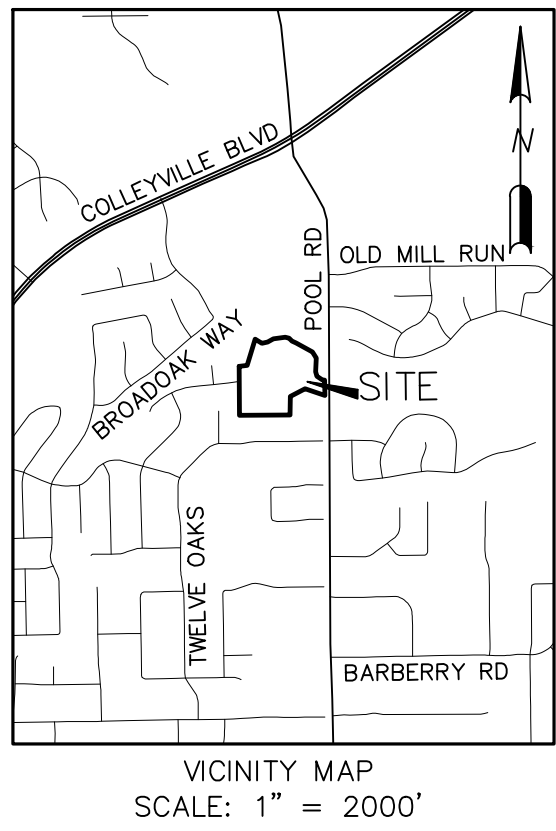
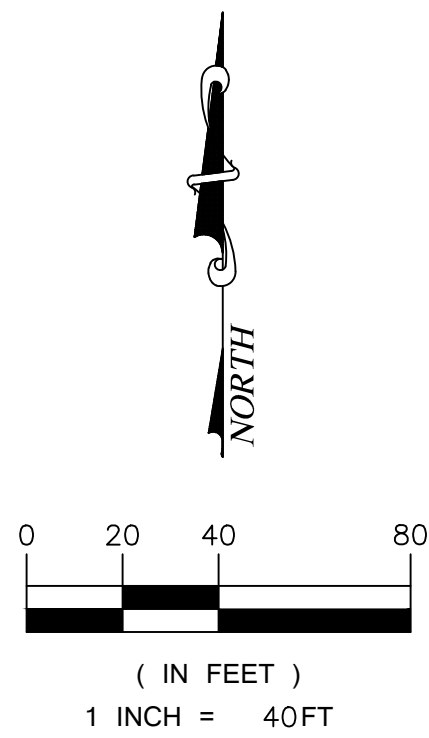
04

PROJECT NUMBER: 23032
ISSUE DATE: 06.16.2023
SHEET SIZE: 24"X36"



Scale: 1/16" = 1'-0"

PLANTING PLAN - ENTRY & R.O.W.



LEGEND

- PROTECTED TREE TO REMAIN
- NON PROTECTED TREE TO REMAIN
- TREE TO BE REMOVED
- UNSURVEYED CANOPY AREA PER AERIAL PHOTOGRAPHY
- TREE PROTECTION FENCE

Tree Preservation Summary (excludes building envelopes)			
Total Tree Canopy	%	ft ²	Acres
Required Preservation of Tree Canopy	50%	296,548	6.808
Provided Credit for Preservation of Tree Canopy	56%	331,576	7.612
Surplus Preservation of Tree Canopy		35,028	0.804

Site Canopy Summary			
Project/Lot(s) Area	%	ft ²	Acres
Building Envelope Area (primary structures only)		0	0
Required Site Canopy (excludes building envelope)	50%	302,713	0
Provided Credit for Tree Preservation		331,576	0
Additional Tree Planting Required (site canopy ONLY)		0	0

UNSURVEYED CANOPY AREA: 83,505 SF (1.917 AC)

Tree Species Summary											
Common name or species	Tree (CQ)	Tree to Preserve	Tree to Remove	DIBH Inche	DIBH Inche to 100 Inche to Preserve	DIBH Inche to 100 Inche to Remove	Tree Canopy (ft ²)	Canopy to Preserve (ft ²)	Canopy to Remove (ft ²)	Heritage Tree (CQ)	Mitigation (ft ²)
AMERICAN ELM	78	59	19	737	575	162	25,141	19,923	5,218	0	0
CAJUPUT	4	3	1	27	21	6	575	462	113	0	0
CEDAR ELM	4	4	0	44	44	0	1,596	1,596	0	0	0
EASTERN REDCEDAR	21	11	10	322	179	148	15,799	8,799	7,000	0	0
LIVE OAK	1	0	1	9	0	9	254	0	254	0	0
LONGLEAF PINE	149	84	65	2,898	1,801	1,097	137,749	71,589	66,160	0	66,480
PLUM	2	1	1	12	6	6	226	113	113	0	0
POST OAK	547	250	297	7,014	3,125	3,889	828,213	345,089	483,124	187	595,935
UNSURVEYED TREES	1	1	0	169	169	0	83,505	83,505	0	0	0
Total	807	413	394	10,725	5,408	5,317	593,096	331,576	261,520	396	662,415

All calculations include 0.10% interpretation of, and, the 10% and 10% of the total tree canopy. Tree Preservation Summary additionally excludes trees in the building envelope. Tree Species Summary does not include trees in the building envelope.

OWNER:
UNIQUE FORTUNE, LLC
400 CARROLL AVENUE
SOUTHLAKE, TEXAS 76092
PHONE: (817) 366-8666
CONTACT: MARK GOODWIN

DEVELOPER:
WILLOWTREE DEVELOPMENT, LLC
680 N. CARROLL AVENUE, SUITE 100
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105
CONTACT: TRAVIS FRANKS

SCALED AT 24"x36" PAGE SIZE

REDINGER GROUP, LLC
P.O. BOX 93204
DALLAS, TEXAS 75293
PHONE: (817) 333-2277
FAX: (817) 333-2278
ENGINEERING REGISTRATION NUMBER: 7-2339
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105

URBAN FORESTRY PLAN
THE BLUFFS AT COLLEYVILLE
R-40 ZONING REQUEST
COLLEYVILLE, TEXAS

BENCHMARKS:
COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'
COLLEYVILLE BM-92
2" BRASS DISC IN N
END OF INLET 16.4' W
OF CL OF BROAD OAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: CLAYTON T. REDINGER
P.E. No. 87487 Date: 10/19/2023

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

SHEET
1

REDINGER GROUP PROJECT No. 1013-01 - URBAN FORESTRY PLAN FOR THE BLUFFS AT COLLEYVILLE - COLLEYVILLE, TEXAS

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2549	LOBLOLLY PINE	23	1,662	REM					
2558	POST OAK	13	531	PRES					
2559	POST OAK	20	1,257	PRES	HERITAGE				
2560	POST OAK	6	113	REM					
2561	POST OAK	22	1,521	PRES	HERITAGE				
2562	POST OAK	15	707	PRES	HERITAGE				
2563	POST OAK	9	254	PRES					
2564	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2565	POST OAK	17	908	PRES	HERITAGE				
2566	LOBLOLLY PINE	8	201	PRES					
2567	LOBLOLLY PINE	18	1,018	PRES					
2568	LOBLOLLY PINE	18	1,018	PRES					
2569	POST OAK	20	1,257	PRES	HERITAGE				
2581	POST OAK	8	201	PRES					
2582	POST OAK	12	452	PRES					
2583	EASTERN REDCEDAR	19	1,134	PRES					
2584	LOBLOLLY PINE	8	201	PRES					
2585	AMERICAN ELM	10	314	PRES					
2586	POST OAK	15	707	PRES	HERITAGE				
2587	POST OAK	11	804	PRES					
2588	LOBLOLLY PINE	7	154	PRES					
2589	LOBLOLLY PINE	13	531	PRES					
2590	LOBLOLLY PINE	22	1,521	PRES					
2591	POST OAK	11	380	REM					
2592	POST OAK	11	380	REM					
2593	POST OAK	7	154	PRES					
2594	POST OAK	25	1,963	PRES	HERITAGE				
2595	POST OAK	20	1,257	PRES	HERITAGE				
2596	LOBLOLLY PINE	22	1,521	REM					
2597	LOBLOLLY PINE	8	201	REM					
2598	LOBLOLLY PINE	7	154	REM					
2599	LOBLOLLY PINE	22	1,521	REM					
2600	POST OAK	8	201	PRES					
2604	POST OAK	16	804	REM	HERITAGE		MITIGATE		
2605	POST OAK	22	1,521	PRES	HERITAGE				
2606	AMERICAN ELM	10	314	PRES					
2607	EASTERN REDCEDAR	9	254	REM		NON-P			
2608	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2609	EASTERN REDCEDAR	9	254	REM		NON-P			
2610	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2611	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2612	AMERICAN ELM	6	113	REM					
2613	POST OAK	14	616	REM					
2614	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2615	AMERICAN ELM	16	804	REM					
2616	EASTERN REDCEDAR	7	154	PRES		NON-P			
2617	EASTERN REDCEDAR	6	113	PRES		NON-P			
2618	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
2619	POST OAK	16	804	REM	HERITAGE		MITIGATE		
2620	EASTERN REDCEDAR	8	201	PRES		NON-P			
2621	AMERICAN ELM	6	113	REM					
2622	POST OAK	28	2,463	PRES	HERITAGE				
2623	POST OAK	6	113	PRES					
2624	POST OAK	28	2,463	PRES	HERITAGE				
2625	POST OAK	24	1,810	REM	HERITAGE		MITIGATE		
2626	AMERICAN ELM	6	113	REM					
2627	POST OAK	25	1,963	PRES	HERITAGE				
2628	POST OAK	27	2,290	REM	HERITAGE		MITIGATE		
2629	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
2630	HACKBERRY	7	154	PRES		NON-P			
2631	HACKBERRY	12	452	PRES		NON-P			
2632	CALLERY PEAR	7	154	PRES					
2633	POST OAK	25	1,963	PRES	HERITAGE				
2634	HACKBERRY	7	154	PRES		NON-P			
2635	POST OAK	10	314	PRES					
2636	POST OAK	7	154	PRES					
2637	HACKBERRY	28	2,463	REM		NON-P			
2638	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2639	HACKBERRY	18	1,018	REM		NON-P			
2640	HACKBERRY	9	254	REM		NON-P			
2641	POST OAK	22	1,521	REM	HERITAGE		MITIGATE		
2642	AMERICAN ELM	14	616	PRES					
2643	POST OAK	13	531	REM					
2644	POST OAK	25	1,963	REM	HERITAGE		MITIGATE		
2645	POST OAK	6	113	REM					
2646	EASTERN REDCEDAR	13	531	REM					
2647	POST OAK	16	804	REM	HERITAGE		MITIGATE		
2648	POST OAK	25	1,963	REM	HERITAGE		MITIGATE		
2649	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
2650	POST OAK	6	113	REM					
2651	POST OAK	9	254	REM					
2652	POST OAK	6	113	REM					
2653	POST OAK	6	113	REM					
2654	LOBLOLLY PINE	6	113	REM					
2655	LOBLOLLY PINE	25	1,963	REM	HERITAGE		MITIGATE		
2656	POST OAK	7	154	REM					
2657	LOBLOLLY PINE	11	380	REM					
2658	LOBLOLLY PINE	22	1,521	REM					
2659	LOBLOLLY PINE	8	201	REM					
2660	POST OAK	7	154	REM					
2661	LOBLOLLY PINE	15	707	REM					
2662	LOBLOLLY PINE	8	201	REM					
2663	LOBLOLLY PINE	25	1,963	REM	HERITAGE		MITIGATE		
2664	LOBLOLLY PINE	24	1,810	REM					
2665	LOBLOLLY PINE	10	314	REM					
2666	LOBLOLLY PINE	8	201	REM					
2668	POST OAK	10	314	REM					
2669	POST OAK	10	314	REM					
2670	POST OAK	14	616	REM					
2671	LOBLOLLY PINE	9	254	PRES					
2672	POST OAK	16	804	REM	HERITAGE		MITIGATE		
2673	POST OAK	11	380	REM					
2674	POST OAK	12	452	REM					
2675	AMERICAN ELM	9	254	PRES					
2676	LOBLOLLY PINE	10	314	PRES					
2677	AMERICAN ELM	7	154	PRES					
2678	LOBLOLLY PINE	11	380	PRES					
2679	POST OAK	10	314	PRES					
2680	POST OAK	6	113	PRES					
2681	POST OAK	6	113	PRES					
2682	POST OAK	9	254	PRES					
2683	POST OAK	11	380	PRES					
2684	POST OAK	10	314	PRES					
2685	POST OAK	7	154	REM					
2686	POST OAK	8	201	REM					
2687	POST OAK	9	254	REM					
2688	EASTERN REDCEDAR	8	201	REM		NON-P			
2689	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
2690	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
2691	AMERICAN ELM	6	113	REM					
2692	AMERICAN ELM	9	254	REM					
2693	POST OAK	10	314	REM					
2695	EASTERN REDCEDAR	16	804	PRES					

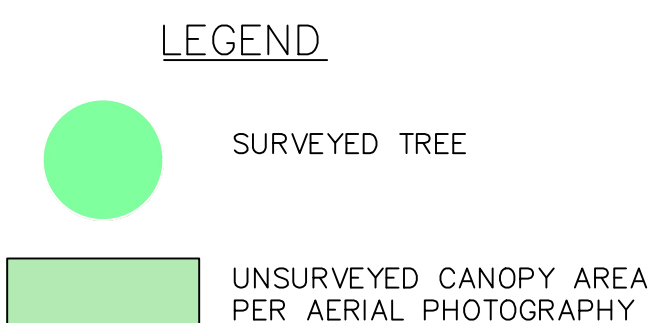
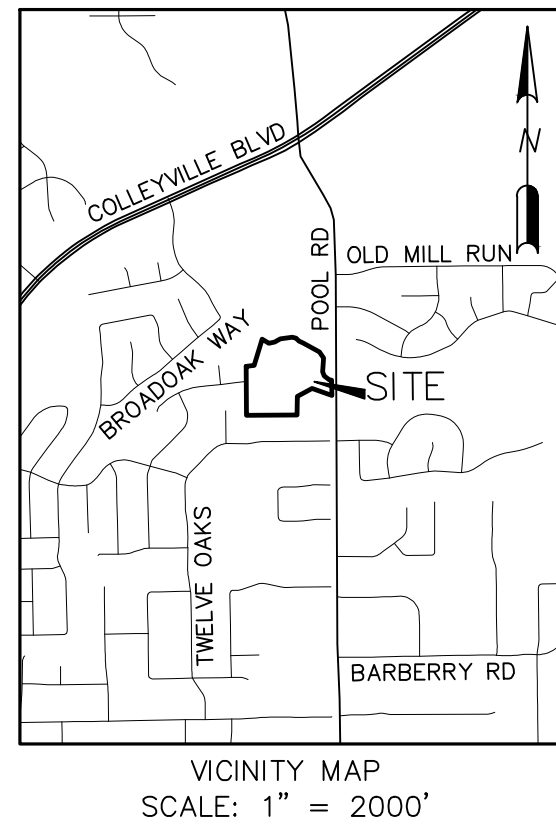
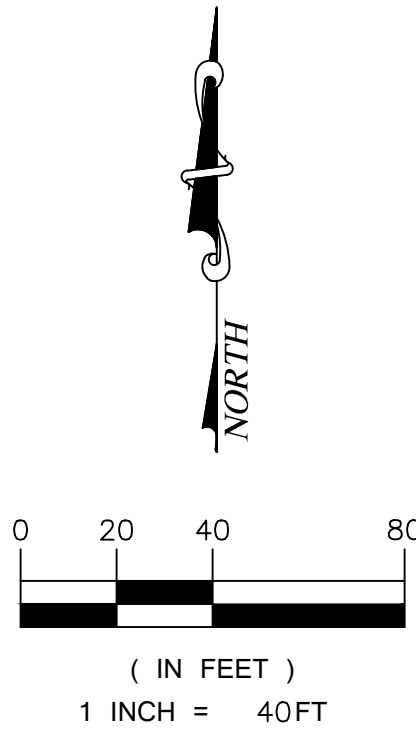
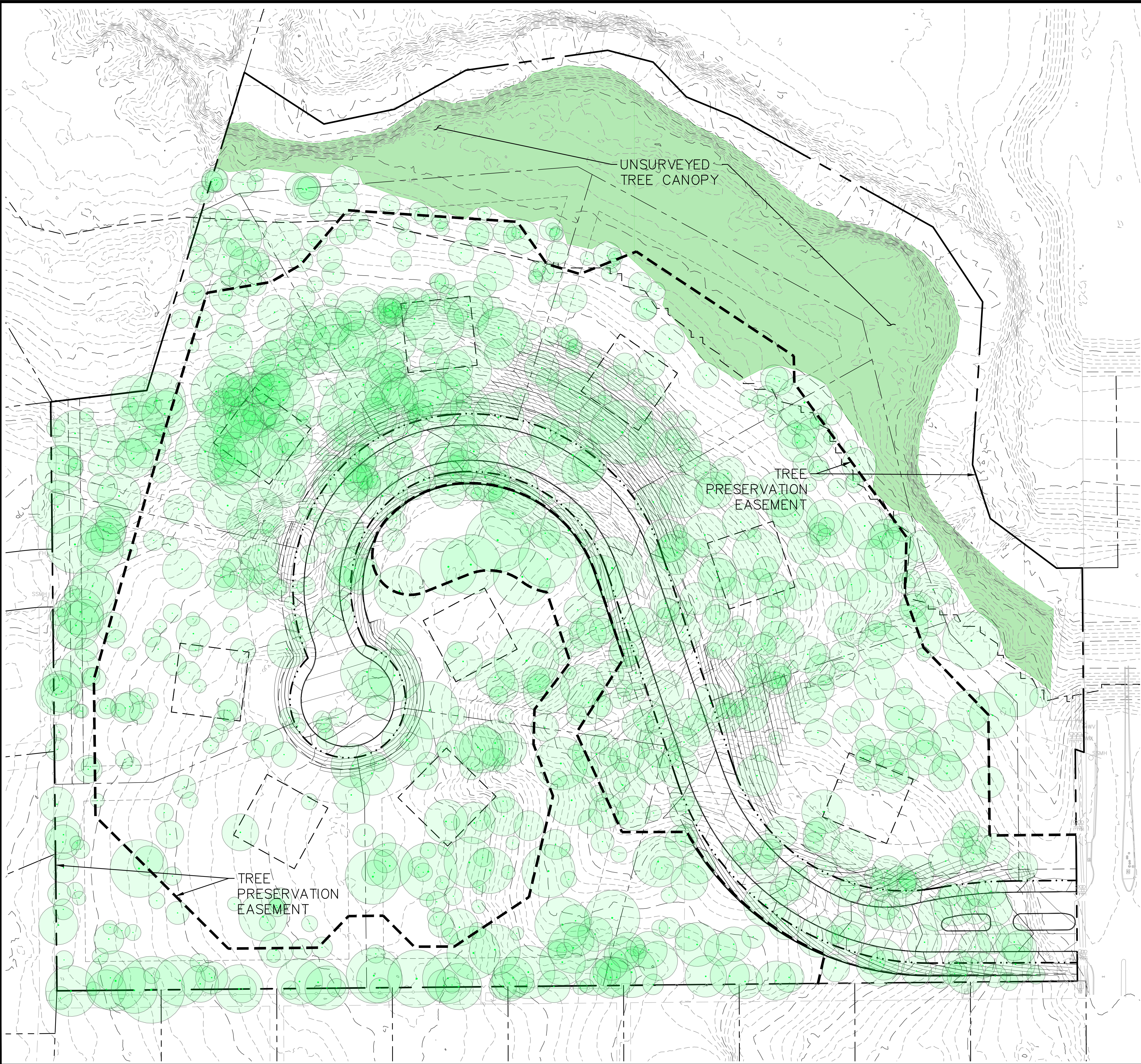
Tree #	Common name or species	*DBH (in)	Canopy Area (ft ²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2696	EASTERN REDCEDAR	8	201	PRES		NON-P			
2697	AMERICAN ELM	10	314	PRES					
2698	POST OAK	15	707	REM	HERITAGE		MITIGATE		
2699	EASTERN REDCEDAR	8	201	REM		NON-P			
2700	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2701	HACKBERRY	6	113	PRES		NON-P			
2702	PLUM	6	113	PRES					
2703	OSAGE ORANGE	8	201	REM		NON-P			
2704	EASTERN REDCEDAR	10	314	REM		NON-P			
2705	POST OAK	10	314	REM					
2706	HACKBERRY	6	113	REM		NON-P			
2707	POST OAK	23	1,662	REM	HERITAGE		MITIGATE		
2708	POST OAK	8	201	PRES					
2709	POST OAK	7	154	REM					
2710	POST OAK	13	531	REM					
2711	POST OAK	15	707	REM	HERITAGE		MITIGATE		
2712	POST OAK	7	154	REM					
2713	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2714	OSAGE ORANGE	6	113	PRES		NON-P			
2715	OSAGE ORANGE	13	531	PRES		NON-P			
2716	OSAGE ORANGE	6	113	REM		NON-P			
2717	POST OAK	7	154	PRES					
2718	POST OAK	10	314	PRES					
2719	POST OAK	8	201	PRES					
2720	POST OAK	12	452	PRES					
2721	EASTERN REDCEDAR	7	154	PRES		NON-P			
2722	OSAGE ORANGE	13	531	PRES		NON-P			
2723	EASTERN REDCEDAR	7	154	REM		NON-P			
2724	OSAGE ORANGE	10	314	REM		NON-P			
2725	POST OAK	8	201	REM					
2726	POST OAK	20	1,257	REM	HERITAGE		MITIGATE		
2727	POST OAK	6	113	PRES					
2729	POST OAK	7	154	PRES					
2732	OSAGE ORANGE	6	113	REM		NON-P			
2733	OSAGE ORANGE	6	113	REM		NON-P			
2734	EASTERN REDCEDAR	8	201	PRES		NON-P			
2735	EASTERN REDCEDAR	8	201	PRES		NON-P			
2736	POST OAK	6	113	PRES					
2737	POST OAK	15	707	PRES					
2738	EASTERN REDCEDAR	16	804	PRES					
2739	EASTERN REDCEDAR	15	707	PRES					
2740	POST OAK	6	113	REM	HERITAGE		MITIGATE		
2741	POST OAK	8	201	REM					
2742	EASTERN REDCEDAR	13	531	PRES					
2743	POST OAK	10	314	PRES					
2744	POST OAK	9	254	PRES					
2745	POST OAK	7	154	REM					
2746	HACKBERRY	6	113	REM		NON-P			
2747	AMERICAN ELM	17	908	PRES					
2748	HACKBERRY	8	201	PRES		NON-P			
2749	AMERICAN ELM	10	314	PRES					
2750	AMERICAN ELM	22	1,521	PRES					
2751	POST OAK	6	113	PRES					
2752	POST OAK	17	908	PRES	HERITAGE				
2753	LOBLOLLY PINE	11	380	PRES					
2754	LOBLOLLY PINE	26	2,124	PRES	HERITAGE				
2755	POST OAK	7	154	PRES					
2756	POST OAK	13	531	PRES					
2757	POST OAK	6	113	PRES					
2758	POST OAK	7	154	PRES					
2759	POST OAK	7	154	PRES					
2760	POST OAK	7	154	PRES					
2761	POST OAK	25	1,963	PRES	HERITAGE				
2762	POST OAK	13	531	PRES					
2764	HACKBERRY	8	201	PRES		NON-P			
2765	HACKBERRY	12	462	PRES		NON-P			
2766	POST OAK	7	154	PRES					
2767	POST OAK	10	314	PRES					
2768	HACKBERRY	8	201	PRES		NON-P			
2769	HACKBERRY	10	314	PRES		NON-P			
2770	EASTERN REDCEDAR	7	154	PRES		NON-P			
2771	LOBLOLLY PINE	29	2,642	PRES	HERITAGE				
2772	LOBLOLLY PINE	20	1,257	PRES					
2773	AMERICAN ELM	7	154	PRES					
2774	LOBLOLLY PINE	6	113	PRES					
2775	EASTERN REDCEDAR	9	254	PRES		NON-P			
2776	POST OAK	6	113	PRES					
2777	AMERICAN ELM	17	908	PRES					
2778	EASTERN REDCEDAR	6	113	PRES		NON-P			
2779	AMERICAN ELM	7	154	PRES					
2780	AMERICAN ELM	14	616	PRES					
2781	OSAGE ORANGE	13	531	PRES		NON-P			
2782	OSAGE ORANGE	9	254	PRES		NON-P			
2783	POST OAK	12	452	PRES					
2784	POST OAK	15	707	PRES	HERITAGE				
2785	POST OAK	9	254	PRES					
2786	LOBLOLLY PINE	7	154	PRES					
2787	LOBLOLLY PINE	9	254	PRES					
2788	AMERICAN ELM	8	201	PRES					
2789	LOBLOLLY PINE	8	201	PRES					
2790	EASTERN REDCEDAR	7	154	PRES		NON-P			
2791	POST OAK	8	201	PRES					
2792	EASTERN REDCEDAR	8	201	PRES		NON-P			
2793	EASTERN REDCEDAR	7	154	PRES		NON-P			
2794	EASTERN REDCEDAR	6	113	PRES		NON-P			
2795	POST OAK	11	380	PRES					
2796	AMERICAN ELM	10	314	PRES					
2797	EASTERN REDCEDAR	12	452	PRES		NON-P			
2798	POST OAK	9	254	PRES					
2799	POST OAK	16	804	PRES	HERITAGE				
2800	POST OAK	11	380	PRES					
2801	EASTERN REDCEDAR	12	452	REM		NON-P			
2802	EASTERN REDCEDAR	11	380	REM		NON-P			
2803	POST OAK	8	201	REM					
2804	HACKBERRY	6	113	REM		NON-P			
2805	POST OAK	8	201	REM					
2806	POST OAK	6	113	REM					
2807	POST OAK	8	201	REM					
2808	POST OAK	8	201	REM					
2809	HACKBERRY	10	314	REM		NON-P			
2810	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2811	HACKBERRY	12	452	REM		NON-P			
2812	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2814	EASTERN REDCEDAR	6	113	REM		NON-P			
2815	EASTERN REDCEDAR	17	908	REM					
2816	POST OAK	6	113	REM					
2817	POST OAK	8	201	REM					
2818	LOBLOLLY PINE	24	1,810	REM					
2819	LOBLOLLY PINE	19	1,134	REM					
2820	LOBLOLLY PINE	12	452	REM					
2821	LOBLOLLY PINE	16	804	REM					
2822	LOBLOLLY PINE	17	908	REM					
2823	LOBLOLLY PINE	12	452	REM					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2950	EASTERN REDCEDAR	7	154	REM		NON-P			
2951	LOBLOLLY PINE	14	616	REM					
2952	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2953	POST OAK	6	113	REM					
2954	LOBLOLLY PINE	18	1,018	REM					
2955	LOBLOLLY PINE	15	707	REM					
2956	LOBLOLLY PINE	24	1,810	REM					
2957	POST OAK	7	154	REM					
2958	LOBLOLLY PINE	22	1,521	REM					
2959	POST OAK	11	380	REM					
2960	POST OAK	9	254	PRES					
2961	LOBLOLLY PINE	13	531	PRES					
2962	LOBLOLLY PINE	10	314	PRES					
2963	LOBLOLLY PINE	9	254	PRES					
2964	POST OAK	17	908	PRES	HERITAGE				
2965	EASTERN REDCEDAR	8	201	PRES		NON-P			
2966	LOBLOLLY PINE	20	1,257	PRES					
2967	LOBLOLLY PINE	16	804	PRES					
2968	LOBLOLLY PINE	16	804	PRES					
2969	EASTERN REDCEDAR	11	380	PRES		NON-P			
2970	LOBLOLLY PINE	21	1,385	PRES					
2971	LOBLOLLY PINE	21	1,385	PRES					
2972	LOBLOLLY PINE	21	1,385	PRES					
2973	LOBLOLLY PINE	17	908	REM					
2974	LOBLOLLY PINE	16	804	REM					
2975	LOBLOLLY PINE	14	616	REM					
2976	EASTERN REDCEDAR	7	154	REM		NON-P			
2977	LOBLOLLY PINE	15	707	REM					
2978	LOBLOLLY PINE	20	1,257	REM					
2979	EASTERN REDCEDAR	6	113	REM		NON-P			
2980	LOBLOLLY PINE	24	1,810	PRES					
2981	PLUM	6	113	REM					
2982	LOBLOLLY PINE	27	2,290	REM	HERITAGE		MITIGATE		
2983	LOBLOLLY PINE	7	154	REM					
2984	AMERICAN ELM	7	154	PRES					
2985	POST OAK	10	314	REM					
2986	POST OAK	11	380	REM					
2987	AMERICAN ELM	7	154	PRES					
2988	LOBLOLLY PINE	30	2,827	REM	HERITAGE		MITIGATE		
2989	LOBLOLLY PINE	12	452	REM					
2990	POST OAK	6	113	REM					
2991	LOBLOLLY PINE	19	1,134	REM					
2993	LOBLOLLY PINE	24	1,810	REM					
2994	LOBLOLLY PINE	16	804	REM					
2995	POST OAK	13	531	REM					
2996	EASTERN REDCEDAR	8	201	REM		NON-P			
2997	POST OAK	26	2,124	REM	HERITAGE		MITIGATE		
2998	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
2999	EASTERN REDCEDAR	6	113	REM		NON-P			
3000	EASTERN REDCEDAR	7	154	REM		NON-P			
6101	HACKBERRY	6	113	REM		NON-P			
6102	POST OAK	11	380	PRES					
6103	CEDAR ELM	7	154	PRES					
6104	POST OAK	12	452	PRES					
6105	POST OAK	18	1,018	PRES	HERITAGE				
6106	POST OAK	11	380	REM					
6107	POST OAK	14	616	REM					
6108	POST OAK	16	804	REM	HERITAGE		MITIGATE		
6109	POST OAK	9	254	REM					
6110	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6111	POST OAK	8	201	REM					
6112	POST OAK	16	804	REM	HERITAGE		MITIGATE		
6113	POST OAK	8	201	REM					
6114	POST OAK	8	201	REM					
6115	POST OAK	14	616	REM					
6116	POST OAK	13	531	REM					
6117	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6118	POST OAK	12	452	REM					
6119	POST OAK	9	254	REM					
6120	POST OAK	11	380	REM					
6121	POST OAK	11	380	REM					
6122	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
6123	POST OAK	12	452	REM					
6124	POST OAK	13	531	REM					
6125	POST OAK	9	254	REM					
6126	POST OAK	12	452	REM					
6127	POST OAK	13	531	REM					
6128	POST OAK	13	531	REM					
6129	EASTERN REDCEDAR	13	531	REM					
6130	POST OAK	10	314	REM					
6131	POST OAK	11	380	REM					
6132	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6133	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6134	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6135	POST OAK	10	314	REM					
6136	POST OAK	11	380	REM					
6137	POST OAK	10	314	REM					
6138	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6139	POST OAK	12	452	REM					
6140	POST OAK	14	616	REM					
6141	CEDAR ELM	13	531	PRES					
6142	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6143	POST OAK	13	531	PRES					
6144	POST OAK	12	452	REM					
6145	POST OAK	11	380	PRES					
6146	POST OAK	12	452	PRES					
6147	POST OAK	13	531	PRES					
6148	POST OAK	12	452	PRES					
6149	POST OAK	12	452	PRES					
6150	POST OAK	14	616	PRES					
6151	POST OAK	16	804	PRES	HERITAGE				
6152	CEDAR ELM	13	531	PRES					
6153	POST OAK	18	1,018	PRES	HERITAGE				
6154	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6155	CEDAR ELM	11	380	PRES					
6156	POST OAK	12	452	PRES					
6157	POST OAK	12	452	PRES					
6158	POST OAK	18	1,018	PRES	HERITAGE				
6159	POST OAK	12	452	PRES					
6160	POST OAK	12	452	REM					
6161	POST OAK	11	380	REM					
6162	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6163	POST OAK	13	531	REM					
6164	POST OAK	12	452	REM					
6165	POST OAK	12	452	REM					
6166	POST OAK	10	314	REM					
6167	POST OAK	7	154	REM					
6168	POST OAK	13	531	REM					
6169	AMERICAN ELM	10	314	PRES					
6170	POST OAK	12	452	PRES					
6171	POST OAK	12	452	PRES					
6172	POST OAK	12	452	REM					
6173	POST OAK	14	616	REM					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
6174	POST OAK	14	616	REM					
6175	POST OAK	8	201	REM					
6176	POST OAK	16	804	REM	HERITAGE		MITIGATE		
6177	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6178	POST OAK	17	908	REM	HERITAGE		MITIGATE		
6179	LOBLOLLY PINE	8	201	PRES					
6180	POST OAK	10	314	REM					
6181	POST OAK	11	380	REM					
6182	POST OAK	16	804	REM	HERITAGE		MITIGATE		
6183	POST OAK	9	254	REM					
6184	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
6185	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6186	HACKBERRY	7	154	REM		NON-P			
6187	POST OAK	11	380	REM					
6188	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6189	POST OAK	14	616	REM					
6190	POST OAK	10	314	REM					
6191	POST OAK	14	616	PRES					
6192	POST OAK	16	804	PRES	HERITAGE				
6193	POST OAK	15	707	PRES	HERITAGE				
6194	POST OAK	11	380	REM					
6195	POST OAK	10	314	REM					
6196	LIVE OAK	9	254	REM					
6197	POST OAK	12	452	REM					
6198	POST OAK	13	531	REM					
6199	POST OAK	13	531	REM					
6200	POST OAK	9	254	REM					
6287	POST OAK	10	314	PRES					
6288	POST OAK	17	908	PRES	HERITAGE				
6289	POST OAK	13	531	PRES					
6290	POST OAK	12	452	PRES					
6291	POST OAK	14	616	REM					
6292	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6293	POST OAK	8	201	REM					
6294	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6295	POST OAK	14	616	REM					
6296	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
6297	POST OAK	13	531	REM					
6298	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6299	POST OAK	8	201	REM					
6300	POST OAK	10	314	REM					
7975	POST OAK	15	707	PRES	HERITAGE				
7976	POST OAK	12	452	PRES					
7978	POST OAK	15	707	PRES					
7979	POST OAK	19	1,134	PRES	HERITAGE				
7981	POST OAK	14	616	PRES					
7982	POST OAK	18	1,018	PRES	HERITAGE				
7983	POST OAK	17	908	PRES	HERITAGE				
8001	POST OAK	17	908	PRES	HERITAGE				
8002	POST OAK	16	804	PRES	HERITAGE				
8003	HACKBERRY	6	113	PRES		NON-P			
8004	HACKBERRY	9	254	REM		NON-P			
8005	POST OAK	16	804	REM	HERITAGE		MITIGATE		
8006	AMERICAN ELM	9	254	PRES					
8007	POST OAK	13	531	PRES					
8008	POST OAK	16	804	PRES	HERITAGE				
8009	AMERICAN ELM	6	113	PRES					
8010	AMERICAN ELM	8	201	REM					
8011	POST OAK	11	380	REM					
8012	HACKBERRY	8	201	PRES		NON-P			
8013	EASTERN REDCEDAR	10	314	PRES		NON-P			
8014	POST OAK	20	1,257	PRES	HERITAGE				
8015	EASTERN REDCEDAR	11	380	PRES		NON-P			
8016	POST OAK	24	1,810	PRES	HERITAGE				
8017	EASTERN REDCEDAR	8	201	PRES		NON-P			
8018	LOBLOLLY PINE	24	1,810	PRES					
8019	LOBLOLLY PINE	20	1,257	PRES					
8020	POST OAK	9	254	PRES					
8022	LOBLOLLY PINE	25	1,963	PRES	HERITAGE				
8023	LOBLOLLY PINE	14	616	PRES					
8024	LOBLOLLY PINE	22	1,521	PRES					
8025	LOBLOLLY PINE	7	154	PRES					
8026	POST OAK	20	1,257	PRES					
8027	AMERICAN ELM	12	452	PRES					
8028	LOBLOLLY PINE	16	804	PRES					
8029	LOBLOLLY PINE	18	1,018	PRES					
8030	POST OAK	7	154	PRES					
8031	LOBLOLLY PINE	23	1,662	PRES					
8032	POST OAK	7	154	REM					
8033	EASTERN REDCEDAR	9	254	REM		NON-P			
8034	EASTERN REDCEDAR	8	201	REM		NON-P			
8035	POST OAK	20	1,257	PRES	HERITAGE				
8036	POST OAK	18	1,018	PRES	HERITAGE				
8037	HACKBERRY	7	154	PRES		NON-P			
8038	POST OAK	18	1,018	PRES	HERITAGE				
8039	POST OAK	13	531	PRES					
8040	POST OAK	14	616	REM					
8041	POST OAK	10	314	REM					
8042	POST OAK	8	201	REM					
8043	POST OAK	11	380	REM					
8044	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8045	POST OAK	8	201	REM					
8046	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8047	POST OAK	9	254	REM					
8048	POST OAK	11	380	REM					
8049	POST OAK	8	201	REM					
8050	POST OAK	13	531	REM					
8051	POST OAK	9	254	REM					
8052	POST OAK	17	908	REM					
8053	POST OAK	14	616	REM					
8054	POST OAK	16	804	REM	HERITAGE		MITIGATE		
8055	POST OAK	14	616	REM					
8056	POST OAK	14	616	REM					
8057	POST OAK	14	616	REM					
8058	POST OAK	8	201	REM					
8059	POST OAK	17	908	REM	HERITAGE		MITIGATE		
8060	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8061	EASTERN REDCEDAR	7	154	REM		NON-P			
8062	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8063	HACKBERRY	6	113	REM		NON-P			
8064	POST OAK	6	113	REM					
8065	POST OAK	20	1,257	REM	HERITAGE		MITIGATE		
8066	EASTERN REDCEDAR	7	154	REM		NON-P			
8067	EASTERN REDCEDAR	8	201	REM		NON-P			
8068	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
8069	HACKBERRY	8	201	REM		NON-P			
8070	POST OAK	7	154	PRES					
8071	LOBLOLLY PINE	23	1,662	PRES					
8072	EASTERN REDCEDAR	12	452	PRES		NON-P			
8073	POST OAK	7	154	PRES					
8074	LOBLOLLY PINE	22	1,521	PRES					
8075	POST OAK	7	154	PRES					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
8301	POST OAK	10	314	PRES					
8302	POST OAK	17	908	PRES	HERITAGE				
8303	LOBLOLLY PINE	8	201	PRES					
8304	LOBLOLLY PINE	8	201	PRES					
8305	LOBLOLLY PINE	12	452	PRES					
8306	LOBLOLLY PINE	14	616	PRES					
8307	AMERICAN ELM	8	201	PRES					
8308	LOBLOLLY PINE	18	1,018	PRES					
8309	LOBLOLLY PINE	11	380	PRES					
8310	LOBLOLLY PINE	17	908	PRES					
8311	AMERICAN ELM	11	380	PRES					
8312	AMERICAN ELM	7	154	PRES					
8313	AMERICAN ELM	6	113	PRES					
8314	LOBLOLLY PINE	9	254	PRES					
8315	EASTERN REDCEDAR	10	314	PRES		NON-P			
8316	EASTERN REDCEDAR	8	201	PRES		NON-P			
8318	POST OAK	11	380	REM					
8319	POST OAK	9	254	REM					
8320	POST OAK	13	531	REM					
8322	POST OAK	11	380	REM					
8324	EASTERN REDCEDAR	8	201	PRES		NON-P			
8325	POST OAK	7	154	PRES					
8326	POST OAK	8	201	PRES					
8327	POST OAK	12	452	PRES					
8328	POST OAK	12	452	PRES					
8329	POST OAK	8	201	PRES					
8330	POST OAK	8	201	PRES					
8331	POST OAK	6	113	PRES					
8332	POST OAK	19	1,134	PRES	HERITAGE				
8333	POST OAK	24	1,810	PRES	HERITAGE				
8334	POST OAK	7	154	PRES					
8335	POST OAK	9	254	PRES					
8336	AMERICAN ELM	6	113	PRES					
8337	POST OAK	17	908	PRES	HERITAGE				
8338	EASTERN REDCEDAR	6	113	PRES		NON-P			
8339	POST OAK	17	908	PRES	HERITAGE				
8340	POST OAK	9	254	PRES					
8341	POST OAK	9	254	PRES					
8342	POST OAK	9	254	PRES					
8343	HACKBERRY	6	113	PRES		NON-P			
8344	POST OAK	15	707	PRES	HERITAGE				
8346	AMERICAN ELM	6	113	PRES					
8347	POST OAK	8	201	PRES					
8348	POST OAK	6	113	PRES					
8349	POST OAK	8	201	PRES					
8350	POST OAK	16	804	PRES	HERITAGE				
8351	POST OAK	7	154	PRES					
8352	POST OAK	20	1,257	PRES	HERITAGE				
8353	POST OAK	8	201	PRES					
8354	POST OAK	12	452	PRES					
8355	EASTERN REDCEDAR	9	254	PRES		NON-P			
8356	POST OAK	13	531	PRES					
8357	POST OAK	11	380	PRES					
8358	POST OAK	14	616	PRES					
8359	POST OAK	23	1,662	PRES	HERITAGE				
8360	POST OAK	14	616	PRES					
8361	POST OAK	14	616	PRES					
8362	AMERICAN ELM	8	201	PRES					
8363	AMERICAN ELM	9	254	PRES					
8364	POST OAK	10	314	PRES					
8365	POST OAK	9	254	PRES					
8366	POST OAK	14	616	PRES					
8367	POST OAK	15	707	PRES	HERITAGE				
8368	POST OAK	20	1,257	PRES	HERITAGE				
8369	POST OAK	14	616	PRES					
8370	POST OAK	12	452	PRES					
8371	AMERICAN ELM	6	254	PRES					
8372	EASTERN REDCEDAR	7	154	REM		NON-P			
8373	POST OAK	13	531	REM					
8374	EASTERN REDCEDAR	13	531	REM					
8376	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8379	POST OAK	11	380	REM					
8380	POST OAK	13	531	REM					
8381	POST OAK	17	908	REM	HERITAGE		MITIGATE		
8382	EASTERN REDCEDAR	10	314	REM		NON-P			
8383	POST OAK	16	804	REM	HERITAGE		MITIGATE		
8384	POST OAK	8	201	REM					
8385	POST OAK	10	314	REM					
8386	POST OAK	11	380	REM					
8387	POST OAK	14	616	REM					
8388	POST OAK	12	452	REM					
8389	POST OAK	11	380	REM					
8390	EASTERN REDCEDAR	10	314	PRES		NON-P			
8392	POST OAK	6	113	REM					
8393	EASTERN REDCEDAR	8	201	REM		NON-P			
8394	AMERICAN ELM	6	113	REM					
8395	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
8396	EASTERN REDCEDAR	6	113	REM		NON-P			
8397	POST OAK	6	113	REM					
8398	EASTERN REDCEDAR	9	254	REM		NON-P			
8399	POST OAK	7	154	REM					
8400	EASTERN REDCEDAR	8	201	REM		NON-P			
8401	POST OAK	14	616	REM					
8402	POST OAK	7	154	PRES					
8403	POST OAK	16	804	PRES	HERITAGE				
8404	POST OAK	11	380	PRES					
8405	POST OAK	15	707	PRES	HERITAGE				
8406	AMERICAN ELM	13	621	PRES					
8407	POST OAK	25	1,963	PRES	HERITAGE				
8408	POST OAK	11	380	PRES					
8409	POST OAK	19	1,134	PRES	HERITAGE				
8410	AMERICAN ELM	6	113	PRES					
8413	POST OAK	19	1,134	PRES	HERITAGE				
8414	POST OAK	20	1,257	PRES	HERITAGE				
8415	POST OAK	13	531	PRES					
8416	POST OAK	7	154	PRES					
8417	POST OAK	7	154	REM					
8418	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8419	AMERICAN ELM	9	254	REM					
8420	AMERICAN ELM	7	154	PRES					
8421	AMERICAN ELM	12	452	PRES					
8422	EASTERN REDCEDAR	11	380	PRES		NON-P			
8423	EASTERN REDCEDAR	9	254	REM		NON-P			
8424	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
8425	EASTERN REDCEDAR	19	1,134	PRES					
8426	POST OAK	6	113	PRES					
8427	POST OAK	8	201	PRES					
8428	POST OAK	12	452	PRES					
8429	POST OAK	11	380	PRES					
8430	POST OAK	20	1,257	PRES	HERITAGE				
8431	HACKBERRY	8	201	PRES		NON-P			
8432	POST OAK	12	452	PRES					
8433	EASTERN REDCEDAR	9	254	REM		NON-P			

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
8434	CALLERY PEAR	7	154	PRES					
8435	POST OAK	7	154	REM					
8436	EASTERN REDCEDAR	15	707	PRES					
8437	POST OAK	20	1,257	PRES	HERITAGE				
8438	POST OAK	20	1,257	REM	HERITAGE		MITIGATE		
8439	EASTERN REDCEDAR	10	314	REM		NON-P			
8440	EASTERN REDCEDAR	20	1,257	REM	HERITAGE		MITIGATE		
8441	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8442	POST OAK	7	154	REM					
8443	POST OAK	10	314	REM		NON-P			
8444	EASTERN REDCEDAR	12	452	REM		NON-P			
8445	EASTERN REDCEDAR	22	1,521	REM	HERITAGE		MITIGATE		
8447	HACKBERRY	8	201	REM		NON-P			
8448	HACKBERRY	9	254	PRES		NON-P			
8601	POST OAK	16	804	REM	HERITAGE		MITIGATE		
8602	AMERICAN ELM	8	201	PRES					
8603	LOBLOLLY PINE	22	1,521	PRES					
8604	OSSAGE ORANGE	7	154	PRES		NON-P			
8605	POST OAK	21	1,385	PRES	HERITAGE				
8606	POST OAK	15	707	PRES	HERITAGE				
8607	HACKBERRY	6	113	PRES		NON-P			
8608	HACKBERRY	8	201	PRES		NON-P			
8609	LOBLOLLY PINE	20	1,257	PRES					
8610	POST OAK	9	254	PRES					
8611	POST OAK	7	154	PRES					
8612	EASTERN REDCEDAR	9	254	PRES		NON-P			
8613	LOBLOLLY PINE	20	1,257	PRES					
8614	LOBLOLLY PINE	19	1,134	PRES					
8615	HACKBERRY	8	201	PRES		NON-P			
8616	POST OAK	7	154	REM					
8617	POST OAK	11	380	REM					
8618	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
8619	POST OAK	9	254	REM					
8620	POST OAK	25	1,963	REM	HERITAGE		MITIGATE		
8621	LOBLOLLY PINE	6	113	PRES					
8622	POST OAK	17	908	PRES	HERITAGE				
8623	LOBLOLLY PINE	8	201	PRES					
8624	LOBLOLLY PINE	6	113	PRES					
8626	LOBLOLLY PINE	16	804	PRES					
8627	LOBLOLLY PINE	15	707	PRES					
8628	POST OAK	22	1,521	PRES	HERITAGE				
8629	LOBLOLLY PINE	17	908	PRES					
8630	LOBLOLLY PINE	18	1,018	PRES					
8631	LOBLOLLY PINE	12	452	PRES					
8632	LOBLOLLY PINE	14	616	PRES					
8633	LOBLOLLY PINE	16	804	PRES					
8634	POST OAK	6	113	PRES					
8635	POST OAK	7	154	PRES					
8636	LOBLOLLY PINE	16	804	PRES					
8637	HERCULES CLUB	11	380	PRES		NON-P			
8638	POST OAK	8	201	PRES					
8639	POST OAK	6	113	PRES					
8640	EASTERN REDCEDAR	9	254	PRES		NON-P			
8641	EASTERN REDCEDAR	6	113	PRES		NON-P			
8642	POST OAK	22	1,521	REM	HERITAGE		MITIGATE		
8643	POST OAK	6	113	PRES					
8644	EASTERN REDCEDAR	6	113	PRES		NON-P			
8645	EASTERN REDCEDAR	8	201	PRES		NON-P			
8646	POST OAK	7	154	PRES					
8647	POST OAK	23	1,662	PRES	HERITAGE				
8648	LOBLOLLY PINE	22	1,521	PRES					
8649	POST OAK	6	113	PRES					
8650	POST OAK	22	1,521	PRES	HERITAGE				
8651	EASTERN REDCEDAR	13	531	PRES					
8652	POST OAK	14	616	PRES					
8653	POST OAK	6	113	PRES					



TOTAL TREE CANOPY: 593,096 SF (13.616 AC)
CANOPY IN EASEMENT: 241,053 SF (5.534 AC) – 40.6%
UNSURVEYED CANOPY AREA: 83,505 SF (1.917 AC)

OWNER:
UNIQUE FORTUNE, LLC
400 CARROLL AVENUE
SOUTHLAKE, TEXAS 76092
PHONE: (817) 366-8666
CONTACT: MARK GOODWIN

DEVELOPER:
WILLOWTREE DEVELOPMENT, LLC
680 N. CARROLL AVENUE, SUITE 100
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105
CONTACT: TRAVIS FRANKS

REDINGER GROUP, LLC
P.O. BOX 92006
SOUTH LAKE, TEXAS 76092
PHONE: (817) 233-2277
ENGINEERING REGISTRATION NUMBER: F-23239
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
100 N. CARROLL AVENUE, SUITE 100
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes

Engineer: CLAYTON T. REDINGER
P.E. No. 97487 Date: 12/12/2023

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

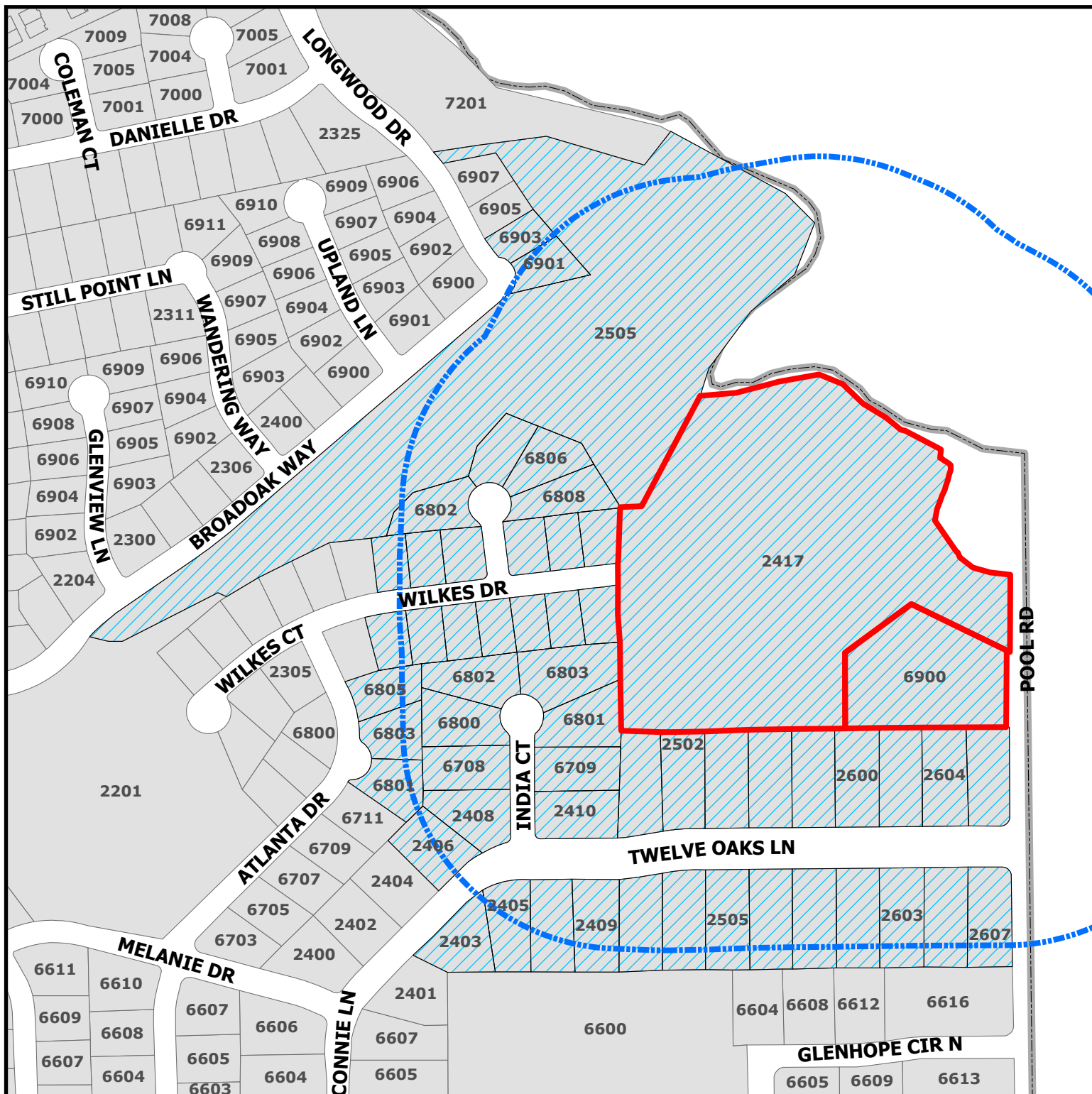
SHEET
1

TREE PRESERVATION EASEMENT EXHIBIT
THE BLUFFS AT COLLEYVILLE
R-40 ZONING REQUEST
COLLEYVILLE, TEXAS

BENCHMARKS:
COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'
COLLEYVILLE BM-92
2" BRASS DISC IN N
END OF INLET 16.4' W
OF CL OF BROADOAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

REDINGER GROUP PROJECT No. 1013-01 – URBAN FORESTRY PLAN FOR THE BLUFFS AT COLLEYVILLE – COLLEYVILLE, TEXAS

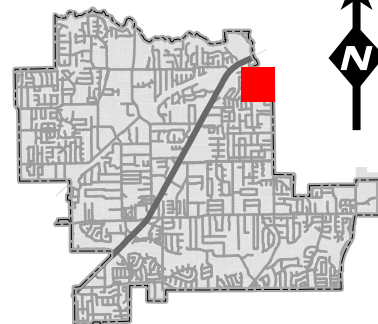
Notification Map



ZC23-033

2417 Wilkes Dr

-  Parcels to be notified
-  Buffer
-  Subject Property



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.

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
JORDAN, HENRY	2505 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2505 TWELVE OAKS LN
ROBERTSON, BARRY E	2415 WILKES DR	COLLEYVILLE, TX	76034	2415 WILKES DR
JOHANNESSEN, CAROL J	2507 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2507 TWELVE OAKS LN
DRIES ERIK	2503 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2503 TWELVE OAKS LN
WEIR, RICKY G	2405 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2405 TWELVE OAKS LN
NEAL, RONALD	2501 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2501 TWELVE OAKS LN
AGUIRRE, JASON	2402 WILKES DR	COLLEYVILLE, TX	76034	2402 WILKES DR
BURKE, MICHELLE E	2406 WILKES DR	COLLEYVILLE, TX	76034	2406 WILKES DR
PADILLA, MARCO A	6901 LONGWOOD DR	COLLEYVILLE, TX	76034	6901 LONGWOOD DR
HEARN, ELIZABETH	2409 WILKES DR	COLLEYVILLE, TX	76034	2409 WILKES DR
COWGILL, JARED	2600 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2600 TWELVE OAKS LN
CAMPBELL, CYNTHIA KAY	2410 WILKES DR	COLLEYVILLE, TX	76034	2410 WILKES DR
TRIMBLE, DENNIS	6803 INDIA CT	COLLEYVILLE, TX	76034	6803 INDIA CT
TICHACEK, PAUL V	2403 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2403 TWELVE OAKS LN
ORLER, JOHN J	2408 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2408 TWELVE OAKS LN
PORTER, WILLIAM G	2506 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2506 TWELVE OAKS LN
ALVARADO, ALEX	2407 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2407 TWELVE OAKS LN
LAVAS, TIMOTHY J	2405 WILKES DR	COLLEYVILLE, TX	76034	2405 WILKES DR
BRADY, PATRICK	2406 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2406 TWELVE OAKS LN
VANZANT, JEFFERY	2412 WILKES DR	COLLEYVILLE, TX	76034	2412 WILKES DR
WATERWORTH FAMILY REVOCABLE TRU	6808 ROCKBROOK CT	COLLEYVILLE, TX	76034	6808 ROCKBROOK CT
KIRKPATRICK, D A	2403 WILKES DR	COLLEYVILLE, TX	76034	2403 WILKES DR
SCHAEFER, JOHN W	6803 ATLANTA DR	COLLEYVILLE, TX	76034	6803 ATLANTA DR
ROBINSON, DANIEL	6802 INDIA CT	COLLEYVILLE, TX	76034	6802 INDIA CT
BRYANT, LYNN W	2605 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2605 TWELVE OAKS LN
STEWART, BRIAN	2502 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2502 TWELVE OAKS LN
HEMINGER, VICTORIA	6804 ROCKBROOK CT	COLLEYVILLE, TX	76034	6804 ROCKBROOK CT
COOK, PAUL	2411 WILKES DR	COLLEYVILLE, TX	76034	2411 WILKES DR
GASKA, ANDREW PETER	6801 INDIA CT	COLLEYVILLE, TX	76034	6801 INDIA CT
FARRELL, MICHAEL T	2504 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2504 TWELVE OAKS LN
WASSON, STEVEN W	2413 WILKES DR	COLLEYVILLE, TX	76034	2413 WILKES DR
UNIQUE FORTUNE LLC	400 N CARROLL AVE	SOUTHLAKE, TX	76092	2417 WILKES DR 2505 BROADOAK WAY
MCKENNEY, ROSS S	2607 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2607 TWELVE OAKS LN
ANDERSON, CHARLES	2414 WILKES DR	COLLEYVILLE, TX	76034	2414 WILKES DR
ACTKINSON, K TRS	2500 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2500 TWELVE OAKS LN
CHAWNER, JOHN	2601 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2601 TWELVE OAKS LN
ABSHIRE, RICHARD	2606 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2606 TWELVE OAKS LN
DAULERIO FAMILY REVOCABLE TRUST	2603 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2603 TWELVE OAKS LN
EGAN FAMILY TRUST	2410 TWLEVE OAKS LN	COLLEYVILLE, TX	76034	2410 TWELVE OAKS LN
DELUCA, SALVATORE	2404 WILKES DR	COLLEYVILLE, TX	76034	2404 WILKES DR
TAYLOR, STACEY	4501 SHADYCREEK LN	COLLEYVILLE, TX	76034	6900 POOL RD
REED, CLAY P	6806 ROCKBROOK CT	COLLEYVILLE, TX	76034	6806 ROCKBROOK CT
MOHAWK LIVING TRUST	6800 INDIA CT	COLLEYVILLE, TX	76034	6800 INDIA CT
COSAND, JEFFREY W	2604 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2604 TWELVE OAKS LN
NORRIS, MICHAEL	2602 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2602 TWELVE OAKS LN
RICHARD, RANDALL M	6709 INDIA CT	COLLEYVILLE, TX	76034	6709 INDIA CT
MILLER, ROBERT	2407 WILKES DR	COLLEYVILLE, TX	76034	2407 WILKES DR
MARTINEZ, STEFANIE	2508 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2508 TWELVE OAKS LN
THOMPSON, TERESEA	2409 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2409 TWELVE OAKS LN
HOWARD FAMILY REVOCABLE LIVING	2509 TWELVE OAKS LN	COLLEYVILLE, TX	76034	2509 TWELVE OAKS LN
ROBERT G ZEBIAN & RITA MARIE ZE	6708 INDIA CT	COLLEYVILLE, TX	76034	6708 INDIA CT
WARD, SALLY	6801 ATLANTA DR	COLLEYVILLE, TX	76034	6801 ATLANTA DR
STONE, BRYCE	6802 ROCKBROOK CT	COLLEYVILLE, TX	76034	6802 ROCKBROOK CT
MOORE, ERIC M	6805 ATLANTA DR	COLLEYVILLE, TX	76034	6805 ATLANTA DR
BLAXTON, MATHEW	6903 LONGWOOD DR	COLLEYVILLE, TX	76034	6903 LONGWOOD DR
ROSS DOWNS ESTATES	4113 Gateway Drive #100	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
YOUNG CURTIS	1130 NORTH CARROLL AVE	SOUTHLAKE, TX	76092	1130 NORTH CARROLL AVE SUITE 200



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, November 13, 2023 at 7:00 p.m.

**City Council Meetings: Tuesday, December 5, 2023 & Tuesday, December 19, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a Rezoning from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential for Tract 1B1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-033

Zoning Case: ZC23-033

Applicant: Curtis Young

Owner: Unique Fortune LLC

Location: 2417 Wilkes Dr

Property Description: Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition

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

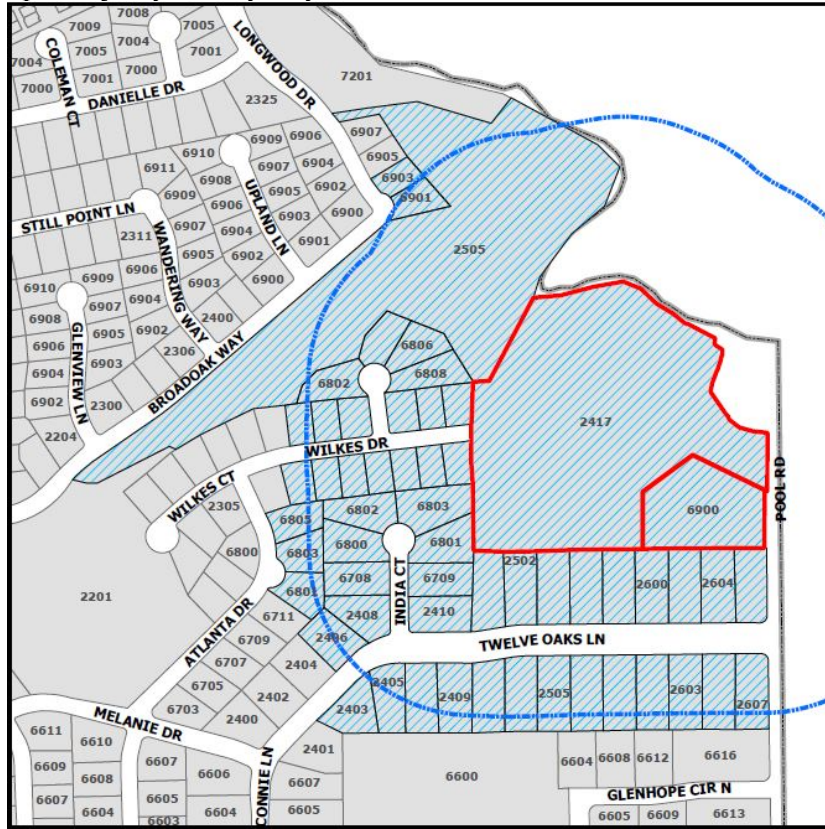
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

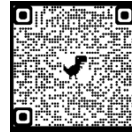
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING

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



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

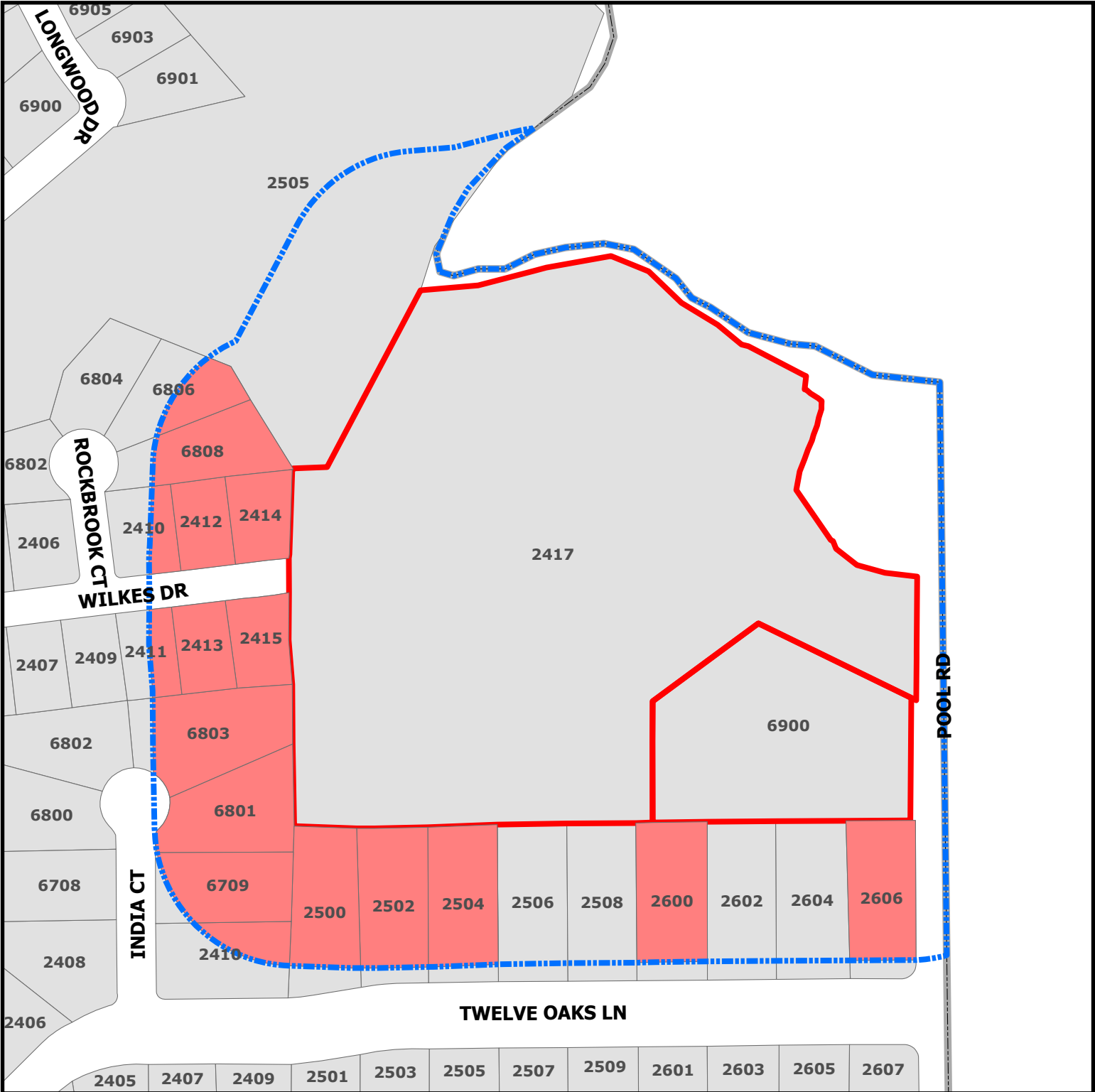


For additional information, please contact the Community Development Department at 817.503.1055. Please reference the zoning case number when requesting information.

Kris Potts

Kris Potts
Planner – Urban Forester
Citizenletters@Colleyville.com

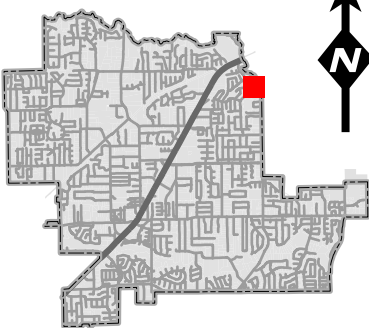
Opposition Map



ZC23-033 - The Bluffs

ZC23-033

-  Subject Property
-  Opposing
-  Buffer_Protest



DISCLAIMER:
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List of Opposing Properties

Address	Owner's Name	Percentage
6803 INDIA CT	TRIMBLE, DENNIS	3.94%
6801 INDIA CT	GASKA, ANDREW PETER	3.64%
2600 TWELVE OAKS LN	COWGILL, JARED	3.43%
2502 TWELVE OAKS LN	STEWART, BRIAN	3.36%
2504 TWELVE OAKS LN	FARRELL, MICHAEL T	3.36%
2606 TWELVE OAKS LN	ABSHIRE, RICHARD	3.28%
2500 TWELVE OAKS LN	ACTKINSON, K TRS	3.23%
6709 INDIA CT	RICHARD, RANDALL M	2.94%
6808 ROCKBROOK CT	WATERWORTH FAMILY REVOCABLE TRU	2.62%
2414 WILKES DR	ANDERSON, CHARLES	1.85%
2415 WILKES DR	ROBERTSON, BARRY E	1.82%
2412 WILKES DR	VANZANT, JEFFERY	1.67%
2413 WILKES DR	WASSON, STEVEN W	1.67%
6806 ROCKBROOK CT	REED, CLAY P	1.22%
2410 TWELVE OAKS LN	EGAN FAMILY TRUST	1%
2411 WILKES DR	COOK, PAUL	0.81%
2410 WILKES DR	CAMPBELL, CYNTHIA KAY	0.77%
Address Count : 17		Total Percentage: 40.61%

ORDINANCE O-23-2273

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 13.84 ACRES BEING TRACT 1B1, 1C1, 1B2, AND 1B3, ABSTRACT 294, ROBERT CHOWNING SURVEY, AND LOT 1, BLOCK 1, CERO ADDITION, LOCATED AT 2417 WILKES DRIVE AND 6900 POOL ROAD FROM THE AG AGRICULTURAL AND THE RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICTS TO THE R-40 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential district under Case No. ZC23-033; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from AG Agricultural district and RE Single Family 'Estate' Residential district to R-40

Single- Family Residential district on 13.84 acres, being Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition located at 2417 Wilkes Drive and 6900 Pool Road as depicted on the attached as Exhibit "A".

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of December 2023.

The second reading and public hearing being conducted on the 19th day of December 2023.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 19TH DAY OF DECEMBER 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

Exhibit "A" – Location and Zoning Map

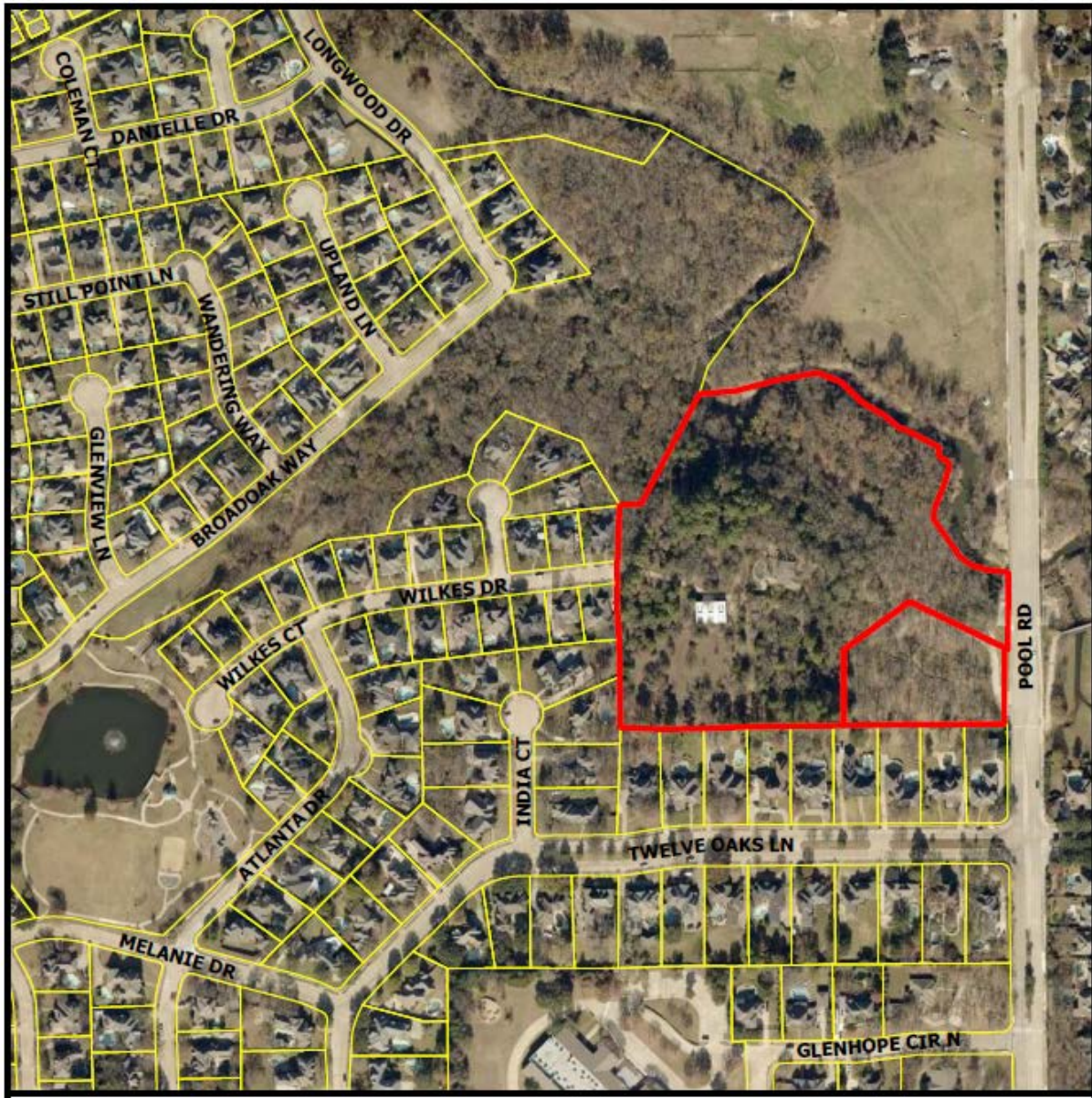
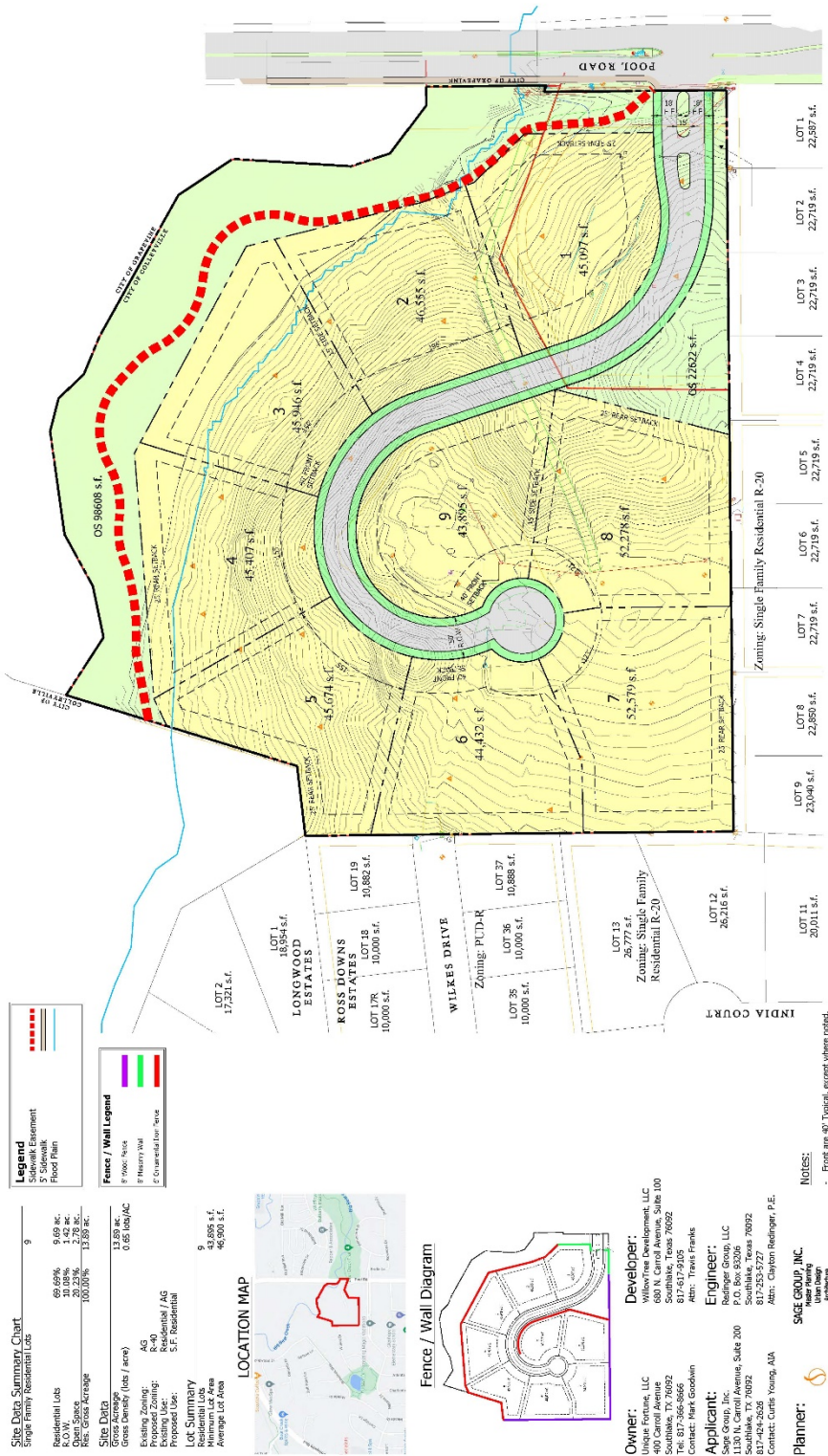


Exhibit "B" - Development Plan



Legend

- Shaded Area
- 5' Sidewalk
- Flood Plain

Fence / Wall Legend

- 8' Wood Fence
- 8' Masonry Wall
- 6' Concrete Wall Type

Site Data Summary Chart

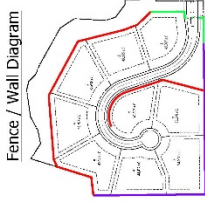
Residential Lots	9	9.69 ac.
Lot Area	69.69%	1.72 ac.
Lot Area	1.72%	2.78 ac.
Lot Area	20.23%	2.78 ac.
Lot Area	100.00%	13.89 ac.

Site Data

Gross Acreage	13.89 ac.
Gross Density (lots / acre)	0.65 lots/acre
Existing Zoning	R-40
Existing Use	Residential / AG
Proposed Use	S.F. Residential

Lot Summary

Minimum Lot Area	43,895 s.f.
Average Lot Area	46,900 s.f.



Owner:
W. J. ...
400 ...
Southlake, TX 76092
Tel: 817-364-8666
Contact: Mark Goodwin

Developer:
W. J. ...
600 N. ...
Southlake, TX 76092
Tel: 817-617-9105
Attn: Travis Franks

Engineer:
Rudinger Group, LLC
1118 ...
Southlake, TX 76092
817-253-5727
Attn: Carlton Rudinger, P.E.

Planner:
SAGE GROUP, INC.
1118 ...
Southlake, TX 76092
817-424-2626
Contact: Curtis Young, AIA

Case ZC23-033
Zoning Exhibit for Zoning Change Request From AG to R-40

NOTES:

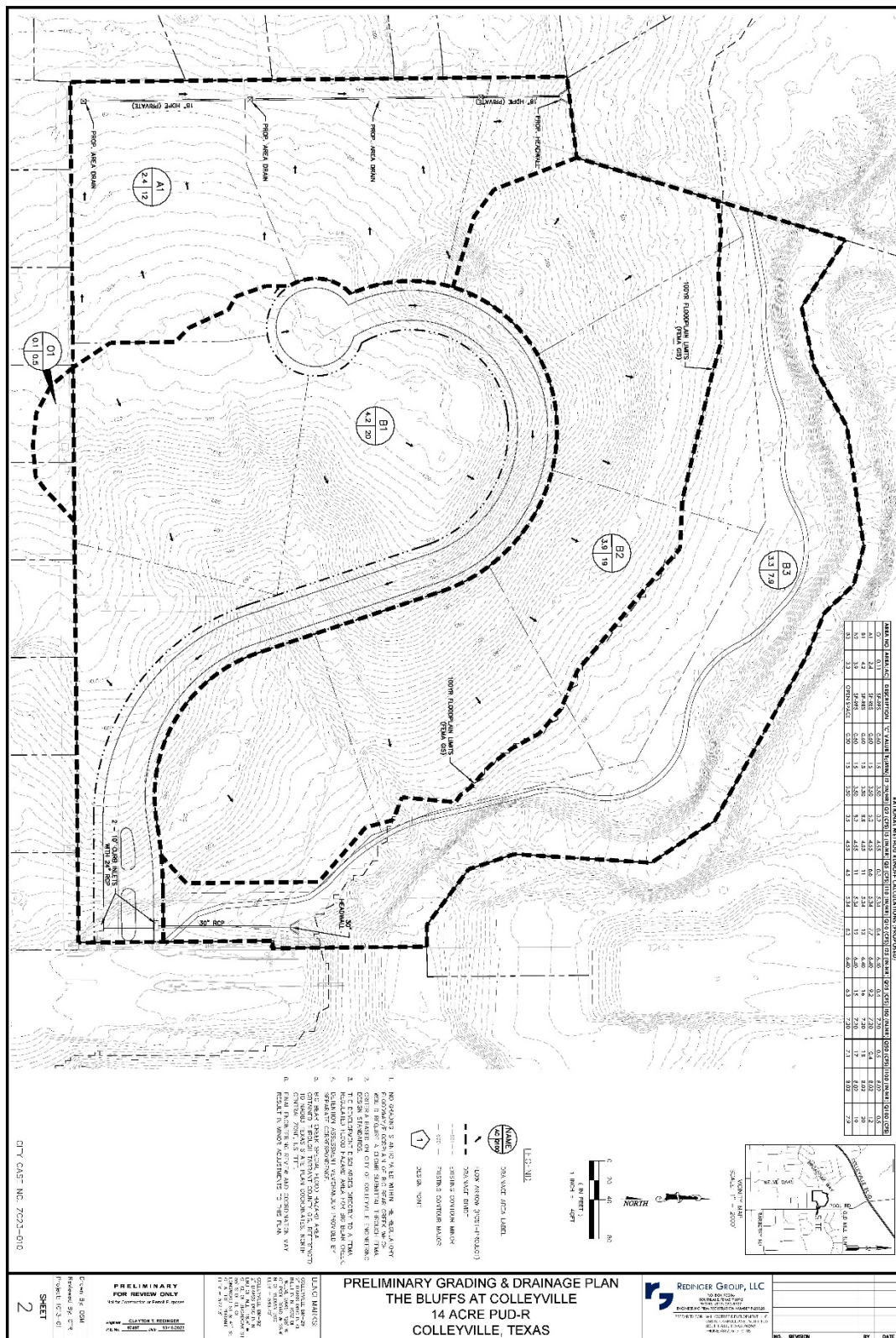
- Front are 40' Typical, except where noted.
- Side Setbacks are 15' Typical.
- Rear Setbacks are 25' Typical, except where noted.

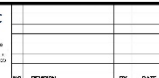
The Bluffs at Colleyville

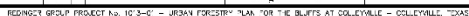
Colleyville, Tarrant County, Texas

Concept Plan











COLLEYVILLE, TARRANT COUNTY, TEXAS

SITE PLAN

01

SHEET SIZE:

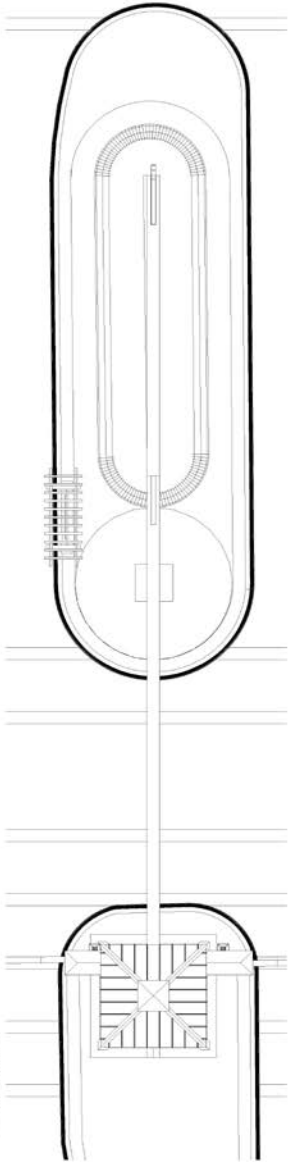
BLOUNT|DESIGNS

Scale 11C



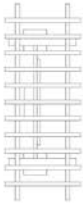
THE BLUFFS AT COLLEYVILLE

COLLEYVILLE, TARRANT COUNTY, TEXAS



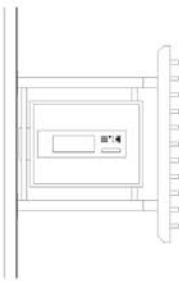
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ENTRY PLAN C



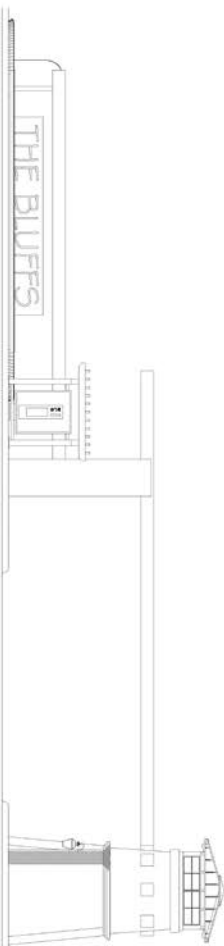
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ENTRY KIOSK - PLAN F



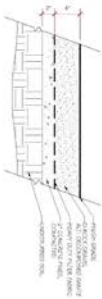
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ENTRY KIOSK - ELEVATION E



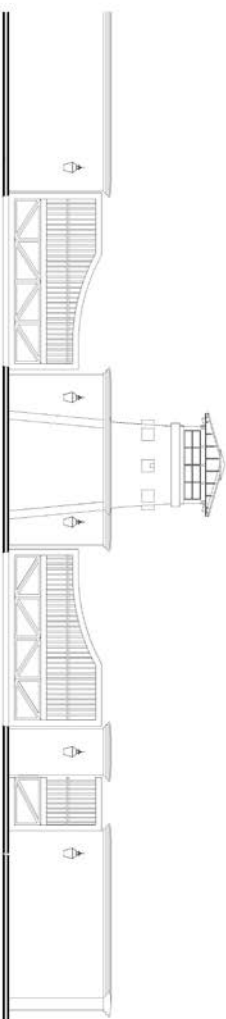
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ENTRY - SIDE ELEVATION B



Scale: 1/2\"/>

NATURE PATH - SECTION D



Scale: 1/4\"/>

ENTRY - FRONT ELEVATION A

SHEET TITLE

SITE PLAN

SHEET NO.

02

PROJECT NUMBER: 22023
ISSUE DATE: 04.16.2023
SHEET SIZE: 24\"/>

BLOUNTDESIGNS



THE BLUFFS AT COLLEYVILLE
COLLEYVILLE, TARRANT COUNTY, TEXAS

SHEET TITLE

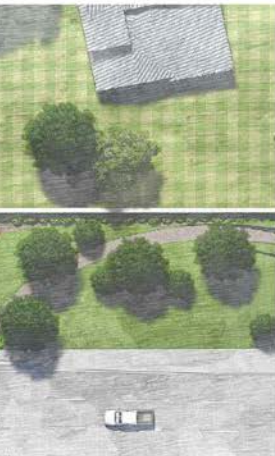
RENDERINGS

SHEET NO

03

PROJECT NUMBER: 22022
ISSUE DATE: 04.16.2023
SHEET SIZE: 24"X36"

BLOUNT DESIGNS





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c

Agenda Date 12/19/2023

Number Ordinance O-23-2274

Type Ordinance

Department Finance

Title

An ordinance amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the December 5, 2023 meeting.

First Reading and Public Hearing

On November 15, 2016, the City Council approved Ordinance O-16-1996, implementing the recommendations of the Water and Wastewater Rate Advisory Committee. This ordinance established a new rate structure in which City operating costs are recovered through base rates and volumetric rates are set to pass through the costs charged by the Trinity River Authority (TRA).

The base and volumetric rates are reviewed and updated on an annual basis. The new base rates are reflected in the bills sent out in October to coincide with the City's fiscal year while the new volumetric rates are reflected in the bills sent out in January to coincide with TRA's rate change.

This agenda item provides for formal consideration and approval to amend Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, to reflect the proposed new pass through rates to be in effect starting with the January billing for December's usage as follows:

Water Rates

Staff recommends consideration of increasing the current water volumetric rate from \$4.9549 to \$5.5969. The largest FY24 budgetary increases for the Trinity River Authority are related to debt service and raw water costs.

Wastewater Rates

Staff recommends consideration of increasing the current wastewater volumetric rate from \$3.2644 to \$3.7371. The largest FY24 budgetary increases for the Trinity River Authority Wastewater Treatment are related to debt service.

Financial Impact

Adoption of this ordinance will provide the revenue to recover the costs from TRA.

Recommendation

Approve

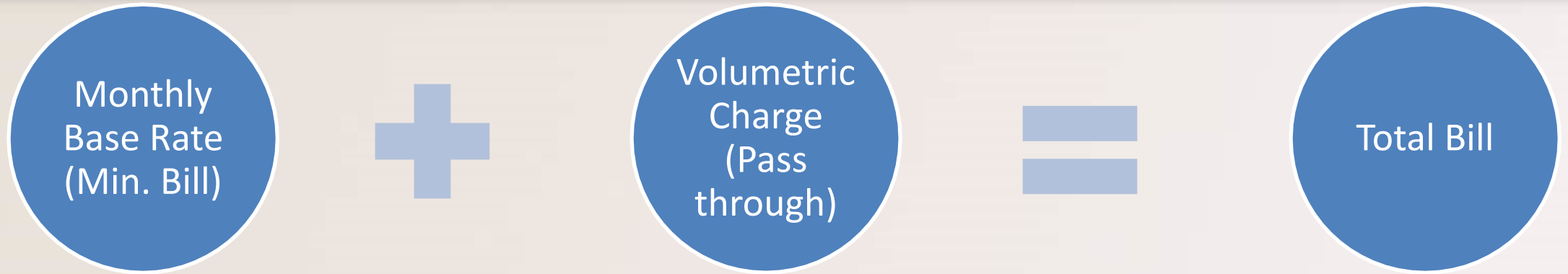
Attachments

1. Volumetric Rates Presentation FY24
2. Ordinance O-23-2274

Volumetric Utility Rates

City Council
December 19, 2023

Rate Breakdown



- Fixed monthly charges calculated based on the amount of revenue necessary to recover the City's operating costs.
 - ✓ Water Base Rate
 - ✓ Wastewater Base Rate
 - ✓ Capital Improvement Plan (CIP) Rate

➤ Effective Date: October 1

- TRA bills Colleyville for water and wastewater treatment.

- ✓ WATER: Based on volume of treated water purchased
- ✓ WASTEWATER: Based on volume of wastewater treated
- ✓ DEBT SERVICE: Based on Colleyville's proportional share of water use within the Tarrant County Water Supply Project and proportional share of wastewater flows for Central Regional Wastewater System

➤ Effective Date: January 1

- Colleyville bills customers:

- ✓ A base rate to recover the operating costs.
- ✓ A volumetric rate based on projected payments to TRA

Water Volumetric Rate Comparison



Current Rate	New Rate	Difference
\$4.9549 / 1,000 Gallons	\$5.5969 / 1,000 Gallons	\$0.6420 / +13%

Budgets (include % modifiers)	FY2023	FY2024	Inc.
TRWD Raw Water Costs	\$17,294,297.90	\$19,908,848.57	15.1%
O&M Budget	\$14,795,737.35	\$17,662,112.05	19.4%
Debt Budget	\$20,213,402.95	\$25,981,145.55	28.5%
Total Budget	\$52,303,438.21	\$63,552,106.18	21.5%
Colleyville Projected Flow	2,416,300	2,863,511	18.5%
Colleyville Flow as % of Total Flow	22.89%	25.22%	
Colleyville %age of Budget	\$11,972,640.42	\$16,026,913.63	33.9%
Rate (CV % of Budget / CV Projected Flow)	\$4.9549	\$5.5969	13%

Water Volumetric Rates



Current Rate	New Rate	Difference
\$4.9549 / 1,000 Gallons	\$5.5969 / 1,000 Gallons	\$0.6420 / +13%

Volumetric Rate Calculation	Rate per 1,000 Gallons	%age of Rate
TRWD Raw Water Costs	\$1.4611	26.1%
Colleyville's Portion of TRA Operating Budget	\$1.2962	23.2%
Add: 20% of O&M rate (billed by TRA to ensure liquidity)	\$0.5515	9.9%
Subtotal O&M Rate	\$3.3088	59.1%
Colleyville's portion of TRA Debt Budget	\$2.1792	38.9%
Add: 5% of Debt Service (based on historical experience)	\$0.1090	1.9%
Subtotal Debt Rate	\$2.2882	40.9%
Total FY23 Volumetric Water Rate	\$5.5969	

WW Volumetric Rate Comparison



Current Rate	New Rate	Difference
\$3.2644/ 1,000 Gallons	\$3.7371/ 1,000 Gallons	\$0.4726/ +14.4%

Budgets (include % modifiers)	FY2023	FY2024	Inc.
O&M Budget	63,976,458	71,698,116	12.1%
Debt Budget	107,675,372	123,676,804	14.9%
Total Budget	171,651,830	195,374,920	13.8%
Colleyville Projected Flow	1,058,500	1,033,584	-2.4%
Colleyville Flow as % of Total Flow	2.013%	1.977%	
Colleyville %age of Budget	\$3,455,413	\$3,862,959	8.7%
Rate (CV % of Budget / CV Projected Flow)	\$3.2644	\$3.7371	14.4%

Wastewater Volumetric Rates



Current Rate	New Rate	Difference
\$3.2644/ 1,000 Gallons	\$3.7371/ 1,000 Gallons	\$0.4726/ 14.4%

Volumetric Rate Calculation	Rate per 1,000 Gallons	%age of Rate
Colleyville's Portion of TRA Operating Budget	\$1.3445	36.0%
Add: 2% of O&M rate (based on historical experience)	\$0.0269	0.7%
Subtotal O&M Rate	\$1.3714	36.7%
Colleyville's portion of TRA Debt Budget	\$2.2530	60.3%
Add: 5% of Debt Service (based on historical experience)	\$0.1126	3.0%
Subtotal Debt Rate	\$2.3656	63.3%
Total FY23 Volumetric Wastewater Rate	\$3.7371	

Trinity River Authority Budget Summary



Tarrant County Water Supply Project

	2023	2024	% Inc
Debt Service	\$18,922,028	\$23,704,469	25.3%
Raw Water	\$14,165,739	\$15,893,741	12.2%
Other Services	\$6,026,173	\$6,451,583	7.1%
Chemicals	\$2,656,254	\$4,063,921	53.0%
Salaries/Benefits	\$3,035,929	\$3,252,856	7.1%
Other Supplies	\$239,963	\$262,486	9.4%
Capital Outlays	\$148,132	\$56,998	-61.5%
Transfers/Misc	\$12,720	\$12,270	-3.5%
Total Budget	\$45,206,938	\$53,698,324	18.8%

Central Regional Wastewater System

	2023	2024	% Inc
Debt Service	\$103,761,772	\$120,261,429	15.9%
Other Services	\$26,966,344	\$31,988,350	18.6%
Salaries/Benefits	\$16,650,858	\$17,834,019	7.1%
Chemicals	\$12,265,349	\$12,586,281	2.6%
Biosolid Disposal	\$6,481,215	\$6,451,256	-0.5%
Other Supplies	\$1,564,923	\$1,725,662	10.3%
Capital Outlays	\$721,780	\$1,136,455	57.5%
Transfers/Misc	\$126,260	\$46,660	-63.0%
Total Budget	\$168,538,501	\$192,030,112	13.9%

Wastewater Usage Calculation



- Commercial/Industrial customers are metered (actual usage)
- Residential customers are based on average water use for December, January, February (winter averaging)
 - Industry standard practice; effectively factors out irrigation usage
 - If no preceding winter average is available, a volume of 9,000 gallons is used

Water Conservation Tips



- Turn off irrigation system during winter months
- Use garbage disposal sparingly (compost)
- Be aware of water levels in laundry
 - If buying new machine, research models for energy conservation
- Use a pool cover (prevent water loss through evaporation)
- Monitor water bill monthly to discover any leaks



Utility Fund – Adopted Base Rates

FY 2024

Moderate increases to water/wastewater base rates
CIP rate increases to originally projected rate

					+\$0.79 to +\$7.94	+\$0.37	+/- \$0	+\$1.17 to +\$8.32	
Water Meter Size	FY 2022 Water	FY 2022 Wastewater	FY 2022 CIP	FY 2023 Total	Water Meter Size	FY 2023 Water	FY 2023 Wastewater	FY 2023 CIP	FY 2024 Total
1" Meter	\$14.83	\$13.30	\$5.83	\$33.96	1" Meter	\$15.62	\$13.67	\$5.83	\$35.13
1.5" Meter	\$29.65	\$13.30	\$10.79	\$53.74	1.5" Meter	\$31.24	\$13.67	\$10.79	\$55.71
2" Meter	\$47.45	\$13.30	\$16.75	\$77.50	2" Meter	\$49.99	\$13.67	\$16.75	\$80.41
3" Meter	\$88.96	\$13.30	\$30.65	\$132.91	3" Meter	\$93.73	\$13.67	\$30.65	\$138.05
4" Meter	\$148.27	\$13.30	\$50.49	\$212.06	4" Meter	\$156.21	\$13.67	\$50.49	\$220.38

Questions and Discussion

ORDINANCE O-23-2274

AMENDING SECTION 3 – SERVICE CHARGES OF THE WATER AND SEWER POLICY AND PROCEDURE MANUAL OF THE CITY OF COLLEYVILLE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, water and wastewater base rates are set to recover the City’s annual operating costs for the utility system; and

WHEREAS, the Fiscal Year 2024 Utility Fund operating budget has been proposed and the required base rates to fund said budget have been calculated; and

WHEREAS, the FY24 – FY28 capital improvement plan has been proposed and the required capital improvement rates to fund said plan have been calculated.

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

Sec. 1. THAT Section 3 – Service Charges of the Water and Sewer Policy and Procedure Manual of Colleyville, Texas, which is “Appendix A” of the Colleyville Code be replaced in its entirety to read as follows:

Sec. A. - Water rates.

The following base and volumetric charges shall apply to residential and non-residential water customers. Base charges for out-of-city customers shall be \$4.00 higher than the charge for in-city customers.

Base charge per month for in-city customers:	
Water meters 1 inch or less	\$15.62
Water meters of 1.5 inches	\$31.24
Water meters of 2 inches	\$49.99
Water meters of 3 inches	\$93.73
Water meters of 4 inches	\$156.21
Base charge per month for out-of-city customers:	
Water meters 1 inch or less	\$19.62
Water meters of 1.5 inches	\$35.24
Water meters of 2 inches	\$53.99
Water meters of 3 inches	\$97.73

Water meters of 4 inches	\$160.21
Volumetric charge per 1,000 gallons	\$5.5969

Rates for fire hydrant meters:

The use of fire hydrant meters shall only be allowed within the Colleyville city limits. The use of the fire hydrant meters shall be limited to a period of no more than 90 cumulative calendar days. Under special conditions, a customer may submit a written request to the public works department for use of a fire hydrant meter for a period longer than 90 cumulative calendar days, subject to public works director approval. In considering special condition(s), the public works director shall not consider requests which are necessary to relieve a self-created or personal hardship, failure of performance by a contractor, nor for financial reasons. In considering the customer request, the public works director shall solicit the recommendation of the fire chief and fire marshal in consideration of the request. Further, the public works director shall consider alternative means available to the customer. If special condition(s) are approved by the public works director, in no case shall the meter be used for more than an additional 30 calendar days. The public works director may provide a written ruling within 15 working days of receipt of the customer's written request.

In the event a request for special condition(s) is denied by the public works director, customer shall, within 14 calendar days, make written appeal to the city manager of the public works director's decision. The city manager shall render a written decision within 30 working days of receipt of the customer's appeal. Such decision by the city manager shall be final and not appealable to the City Council.

For purposes of this section, written communication shall be considered communication, which is deposited with the United States Postal Service for delivery.

The user must submit in writing, the location of where the meter will be used, and such meter shall be used exclusively at the location on record with the city. For purposes of this section, the use of a meter shall be allowed cumulatively for only one location within an individual subdivision and/or development.

For a period of 90 cumulative calendar days after a meter is returned and read by the city, a user shall not be permitted to check out another meter for use at the same designated location, as defined herein.

The monthly base charge for a fire hydrant meter shall be \$50.00. Water usage for a fire hydrant meter shall be charged at a rate of \$4.17 per 1,000 gallons of water used.

The customer shall be in possession of and responsible for the meter. The customer will be responsible for bringing the meter to the public works service center by the 20th of each month for reading. The customer is required to use a proper fire hydrant wrench for operation of the fire hydrant. The customer shall be responsible for any damage and repair, as reasonably determined by the city, to the fire hydrant or the fire hydrant meter by the use of a temporary water meter.

The customer will be required to provide for any backflow device necessary to meet the current city ordinance for protection of the city's drinking water supply.

The City of Colleyville, Tarrant County, and Texas Department of Transportation (TxDOT) shall be exempt from the provisions of this policy.

Sec. B. - Sewer rates.

This schedule of rates per month or fraction thereof shall be the basis for determining charges to all customers for rendering sanitary sewage service, where the sewage produced by such customer is a normal strength wastewater (170 mg/l BOD and 260 mg/l suspended solids) and where such customer is located within the City of Colleyville. The base charge for non-residential customers shall be \$6.00 higher than the charge for residential customers.

A base charge per month shall be charged as follows:	
Residential customers	\$13.67
Non-residential customers	\$19.67

A monthly sewer volume charge shall also be charged to all customers as set forth hereinafter. The sewer volume charge for residential customers will be based upon the individual customer's average monthly water use during the months of December, January and February. Where no preceding winter quarter average is available from records, a volume of 9,000 gallons shall be used for this volume charge.

The monthly sewer volume charges to commercial and industrial class customers will be based on total water use each month as measured by appropriate meters, with the provision that if a customer can show to the satisfaction of the public works director that a significant portion of the

metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the director of public works.

Volumetric rate per 1,000 gallons:	\$3.7371
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Sec. C. – Capital Projects rates.

The following base charges shall apply to residential and non-residential customers to provide funding for utility capital projects necessary to maintain the utility system:

Base charge per month for in-city and out-of-city customers:	
Water meters 1 inch or less	\$5.83
Water meters of 1.5 inches	\$10.78
Water meters of 2 inches	\$16.74
Water meters of 3 inches	\$30.63
Water meters of 4 inches	\$50.46

Sec. D. – Billing; delinquent penalty.

All charges for services furnished or rendered by the City of Colleyville Utility Department are due and payable on the date bill is received. If payment is not received within sixteen days of the billing date a (10%) penalty will be imposed for failure to pay by the due date of the bill.

In the event the meter is not delivered to the city for reading, a penalty fee would be imposed as follows:

\$100.00	1 st missed reading
\$200.00	2 nd missed reading
\$300.00	3 rd missed reading

After the third missed reading, the security deposit will be forfeited and the City of Colleyville will revoke the use of the fire hydrant meter.

Sec. E. – Discontinuance of service, notice; reconnection fee.

1. In the event that any month's charges remain delinquent and unpaid at the time of a subsequent billing's due date, the user or customer shall receive a cut-off notice which will be mailed no later than two working days after the subsequent billing's due date. Services will be

disconnected if any arrearages over 30 days are not paid within six working days of the cut-off notice. Where service has been discontinued for failure to pay for service rendered, a charge of \$25.00 shall be made for each meter disconnected before said service shall be restored. In the event the customer requests reconnection at hours other than 8:00 a.m. to 4:30 p.m., said reconnect fee shall be increased to \$75.00.

Sec. 2. THAT the effective date of this ordinance shall be for the bills sent out starting January 1, 2024.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of December 2023.

The second reading and public hearing being conducted on the 19th day of December 2023.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 19TH DAY OF DECEMBER 2022.

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 L. Wyatt
City Attorney



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8

Agenda Date 12/19/2023

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - October 9, 2023

Sign Board of Appeals Minutes - October 10, 2023

Planning and Zoning Commission Minutes - November 13, 2023

Planning and Zoning Commission Worksession Minutes - November 27, 2023

Attachments

1. Colleyville Library Board Minutes - October 9, 2023
2. Sign Board of Appeals Minutes - October 10, 2023
3. Planning and Zoning Commission Minutes - November 13, 2023
4. Planning and Zoning Commission Worksession Minutes - November 27, 2023



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY , OCTOBER 9, 2023 - 6:00 PM

1. CALL TO ORDER

Chair Molly Skinner called the meeting of the Colleyville Library Board to order at 6:05 p.m.

Present: Chair Molly Skinner, Vice Chair Joan Roberts, and Board members: Wanda Cotter, Pat Jones, Gary McPherson, Merry Graves and Joseph Stout. City staff: Library Director Mary Rodne and Library Community Events Coordinator Maria Hoefke.

Absent: Kay Newton, Joy Lee Fulton, Denise Light

2. APPROVAL OF MINUTES

August 14, 2023

A motion was made by Pat Jones and seconded by Joan Roberts to approve the August 14, 2023 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Library Board Appointments update

Library Director Rodne reported that there were several Library Board positions up for renewal in November 2023. Rodne said those interested in re-applying to the Library Board will need to submit their application by November 1 to the City Secretary's office. Those members up for renewal included: Kay Newton, Pat Jones, Wanda Cotter and alternate 1 member Joseph Stout.

3b City of Colleyville Fiscal Year 2024 (FY24) budget update

Director Rodne reported that the City of Colleyville Fiscal Year 2024 (FY24) budget was approved at the September 19, 2023 City Council meeting and took effect on October 1, 2023. Rodne confirmed that City Council also

approved the Library Board's recommended expenditure amount of the Voluntary Library Fund not to exceed \$190,000, for library materials, library processing supplies, and library programs, at this City Council meeting. Rodne added that the Library requests in the general fund budget were approved as well as those items in the CEDC (Colleyville Economic Development Fund). Additionally, Rodne stated that funding, for the purchase of the new remote locker system and the new automated materials handling systems, was moved from the FY23 CEDC budget to the FY24 CEDC budget, as these projects will be completed in FY24.

3c Automated Materials Handling (AMH) Systems Update

Director Rodne provided an update on the Library's AMH System project. The current units had been dismantled by the vendor and were awaiting pick-up for disposal. Rodne said the Library's drive-up window would be unavailable to the public due to construction through October 18. Signs had been posted for Library users to return their Library items inside the building. Rodne added that the contractor was scheduled to begin construction the week of October 16th with the new units up and running by October 19.

3d Discussion of Items for Future Agendas

Library Board alternate member Joe Stout offered a potential course on media literacy, focusing on what is true and not true regarding news sources. Board members also suggested a class offering on family history and genealogy.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics

Director Rodne stated that the fiscal year ended on September 30 and overall, the Library was very pleased with the year's performance results. Most statistics showed increases including people visiting the Library, attending Library programs as well as a seven percent increase in circulation. Additionally, Rodne said cloudLibrary usage was always high and that saw a two percent increase as well. The Library had 2,987 total number of volunteer hours with 821 volunteers.

B. Donations

Rodne said there were no donations in August and September.

Rodne reported that the Library had received a \$1,293 grant for their participation in the State Interlibrary Loan Program. The Library was reimbursed for the Library materials loaned to other libraries mostly in Texas. This year the Library had 186 lends to other libraries. Rodne stated that loans are expected to increase this year. The previous year saw very little lending and it was determined that not all of the Library's records were uploaded to the WorldCat database during a software upgrade, so the database did not show all Colleyville's items that were available to other libraries.

C. Library Programs

Rodne reported that the Library's Fall Program registration had started on September 5 with programs beginning September 11. In August, Adult Services presented 12 programs and which were attended by 47 people. In September, Adult Services presented 15 programs, attended by 54 people. Rodne went on to state almost all the Youth Services story time programs were full, many with wait-lists.

In September, the Library hosted Library Card Sign-up Month. This year featured a zip line theme. Patrons were encouraged to show their Library card, renew their Library card or sign up for a Library card. They were then eligible to submit an entry for a prize. Additionally, with any five check-outs, patrons were able to enter into a drawing for one of six gift cards to Colleyville restaurants.

Rodne also stated the Library would be ordering a remote locker system to be placed at the new Colleyville Rec Center. Rodne said the unit would encompass several lockers including one with a solid doors. Patrons would be able to place materials on hold, and access them with a code to one of the lockers. The other locker, called Lucky Day, would feature glass door lockers that would hold best sellers or new arrivals that patrons may access with their Library card. Additionally, Rodne said the Library would be able to wrap the unit in specially designed graphics. It is anticipated the new remote locker system will be in place sometime in the spring of 2024.

Rodne added the Fall StoryWalk® started in October. The Youth Services department hosted a Movie Monday on October 9 as it was a non-school day with 44 people attending. Also, an upcoming Tween's Spot program would feature a Halloween themed class in October.

Rodne also reported that early voting would begin in the Library on October 23 and would continue through November 3. It was noted that the Library would also be a voting site on Election Day, November 7. Rodne concluded

that the Library would have its annual Check and Treat on October 31, as well as other Halloween activities in the Library. Additionally, in November during Thanksgiving week, the Library would be hosting a special story time and movie. Rodne also said that week was the Library's 20th anniversary, which falls on the day after Thanksgiving and will commemorate the date with refreshments on the Wednesday before Thanksgiving.

4b Friends of the Colleyville Public Library Report

Friends of the Library President Merry Graves reported that the organization's annual meeting would be held on October 17 and would feature local author Paul Vigilette.

Additionally, Graves said the group had suspended book donations but was currently receiving books again. The Friends had been busy re-stocking the Used Book Shelf in the Library as well as sending donated books to Better World Books and Half-Price Books.

Graves concluded that when room space was available, the Friends were looking to have a Christmas book sale in the Colleyville Room.

4c Colleyville Public Library Foundation Report

Colleyville Public Library Foundation Board member Gary McPherson reported the group was hoping for 150-200 attendees for the October 19 fundraising celebration. The event will be held from 6:00 – 8:00 pm in the Library. McPherson said the tickets were \$75 per person and that the event would feature a raffle of gift cards to area restaurants. McPherson added the evening would include Just Jazz, a three-piece jazz trio; author Erica Bauermeister speaking for about 30 minutes, hors d'oeuvres provided by Market Street, and drinks. Dallas Morning News columnist Dave Lieber was going to be the emcee for the evening. McPherson added, to date, \$10,000 had already been raised.

5. ADJOURNMENT

A motion was made by Joan Roberts and seconded by Wanda Cotter to adjourn the meeting of the Colleyville Library Board at 6:30 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 5 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 11th DAY OF DECEMBER.

Minutes taken and prepared by:

A handwritten signature in black ink, appearing to read "Maria Hoefke". The script is cursive and fluid.

Maria Hoefke
Library Community Events Coordinator



CITY OF COLLEYVILLE SIGN BOARD OF APPEALS MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, OCTOBER 10, 2023

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Sign Board of Appeals Meeting was called to order by Chair Kamerman on October 10, 2023, at 7:00 p.m.

Roll Call

Present: Dee Kamerman, Dan Shadle, Richard Vallario, and Mic Deakin

Absent: Eric Holland and Frank Carroll

Staff Present: Jacquelyn Reyff and Kris Potts

Also Present: N/A

1. APPROVAL OF MINUTES

1a February 15, 2023

Board Member Deakin made a motion to approve the February 15, 2023 minutes. Board Member Shadle seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Vallario, Kamerman, Shadle, and Deakin

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a Variance to Section 7-150, Permanent Freestanding Signs - Sign Classifications & Regulations, specifically for a new monument sign, on Lot 2A, Block 1, Centerpark Addition, located at 4605 Colleyville Boulevard, Case SC23-002

Jacquelyn Reyff presented the case and briefed the Sign Board.

The applicant was unable to attend the meeting due to illness.

The public hearing was opened at 7:07 p.m.

With no one else wishing to speak, the public hearing was closed at 7:07 p.m.

Board Member Shadle made a motion to approve case SC23-002. Board Member Deakin seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Vallario, Kamerman, Shadle, and Deakin

Nay: 0

- 2b** Consideration of a Variance to Section 7-215, Prohibited Signs for a non-defined sign on Lot 3, Block 1, Tara Addition, located at 1009 Cheek-Sparger Road, Case SC23-003

Jacquelyn Reyff presented the case and briefed the Sign Board.

The applicant, Ryan Brown, spoke on the case and answered the boards' questions regarding the proposed sign, and existing signage.

The public hearing was opened at 7:15 p.m.

With no one wishing to speak, the public hearing was closed at 7:15 p.m.

Board Member Deakin made a motion to approve Case SC23-003. Board Member Vallario seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Vallario, Kamerman, Shadle, and Deakin

Nay: 0

3. CITIZEN COMMENTS

The public forum opened at 7:15 p.m. and with no one wishing to speak closed at 7:15 p.m.

4. ADJOURNMENT

The meeting adjourned at 7:16 p.m.

The minutes were written and prepared by:

Kris Potts

Kristopher Potts
Planner

The meeting minutes were approved on December 12, 2023 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, NOVEMBER 13, 2023

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on November 13, 2023 at 6:15 p.m.

Roll Call

Present: David Groves, Tim Raine, Mark Alphonso, Sayeda Syed, Claudia Bevill, and Jerome Obinabo

Absent: Jim Linn

Staff Present: Ben Bryner, Jacquelyn Reyff, and Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshall, Rob Mckeown

There was discussion amongst staff and the Commission regarding updated items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:35 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on November 13, 2023, at 7:02 p.m.

Roll Call

Present: David Groves, Tim Raine, Mark Alphonso, Sayeda Syed, Claudia Bevill, and Jerome Obinabo

Absent: Jim Linn

Staff Present: Ben Bryner, Jacquelyn Reyff, and Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshall Rob Mckeown

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes – October 9, 2023
Planning and Zoning Commission Worksession Minutes – October 23, 2023
Planning and Zoning Commission Special Meeting Minutes – October 23, 2023

Commissioner Alphonso made a motion to approve the October 9, 2023 Planning and Zoning Commission Meeting Minutes, the October 23, 2023 Planning and Zoning Commission Worksession Minutes, and the October 23, 2023 Planning and Zoning Commission Special Meeting Minutes. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Raine, Alphonso, Bevill, and Obinabo
Nay: 0

2. PUBLIC HEARING AGENDA ITMES

- 2a** Tabled from the October 23rd special meeting - Consideration of a Special Use Permit to allow for a fence for Lot 1, Block B, Legacy North, located at 812 Sawyer Drive, Case ZC23-024.

Commissioner Syed made a motion to remove Case ZC23-024 from the table. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Syed, Raine, Bevill, Obinabo
Nay: 0

Jacquelyn Reyff presented the case and briefed the commission.

Travis Franks, 680 N. Carroll Ave 100, Southlake, TX presented his case for the proposed fence. He answered the Commission's questions regarding the ability to move the setback from 10 feet to 15 feet and the design of the proposed fence.

The public hearing was opened at 7:16 p.m.

With no one else wishing to speak, the public hearing was closed at 7:17 p.m.

The Commissioners discussed with the applicant moving the proposed fence setback from 10 feet to 15 feet to match another approved fence SUP in the neighborhood.

Commissioner Raine made a motion to approve case ZC23-024 with the request that the setback be set at 15 feet rather than 10 feet. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Alphonso, Raine, Bevill, and Obinabo

Nay: 1 - Syed

- 2b** Tabled from the October 9th Planning and Zoning Commission meeting - Consideration of a Rezoning from AG Agricultural to R-30 Single Family Residential and R-40 Single Family Residential for Lots 1 and 2R1, Block 1, Davis Place Addition, located at 6400 and 6316 Pleasant Run Road, Case ZC23-025.

Commissioner Syed made a motion to remove Case ZC23-025 from the table. Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6– Groves, Alphonso, Syed, Raine, Bevill, and Obinabo

Nay: 0

Jacquelyn Reyff presented the case and briefed the Commission.

Matthew Lee, the applicant, presented his case for the proposed subdivision. He answered the Commission's questions regarding the setbacks and screening of the lots in relation to the railing adjacent to it.

The public hearing was opened at 7:29 p.m.

Todd & Lisa Pipes, 6117 Hunter Ln, spoke in opposition of the case, specifically regarding drainage concerns.

C.L. Madden, 6112 Hunter Ln, spoke in opposition to the case, specifically regarding drainage concerns.

Kaushal Lapsiwala, 6212 Pleasant Run Rd, spoke in opposition of the case, specifically with concerns regarding drainage, tree impact, and lot size.

With no one else wishing to speak, the public hearing was closed at 7:36 p.m.

The applicant answered the Commission's questions related to the drainage plan and developer discussion with the neighbors. The Commission discussed with the applicant the need for more finalized and detailed drainage plans, the possibility of rezoning to a different zoning district, and the ability to relocate the road or rework the lots to move the detention pond area.

Commissioner Syed made a motion to table Case ZC23-025 to the December 11, 2023 Planning and Zoning Commission Meeting. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 6– Groves, Alphonso, Syed, Raine, Bevill, and Obinabo

Nay: 0

- 2c** Tabled from the October 9th Planning and Zoning Commission meeting. Tabled from the September 11th meeting - Consideration of a Special Use Permit for a contractor office with storage yard on Tract 2K, Abstract 963, Absalom J Lott Survey, located at 6516 Colleyville Boulevard, Case ZC23-029

THE APPLICANT IS REQUESTING TO TABLE TO THE DECEMBER 11, 2023 PLANNING AND ZONING COMMISSION MEETING

Commissioner Syed made a motion to remove Case ZC23-029 from the table. Commissioner Raine seconded the motion.

The motion was carried by the following vote:

**Aye: 6– Groves, Alphonso, Syed, Raine, Bevill, and Obinabo
Nay: 0**

Commissioner Groves made a motion to table Case ZC23-029 to the December 11, 2023 Planning and Zoning Commission meeting. Commissioner Bevill seconded the motion.

The motion was carried by the following vote:

**Aye: 6– Groves, Alphonso, Syed, Raine, Bevill, and Obinabo
Nay: 0**

- 2d** Consideration of a Minor Plat with a Waiver for Lot Width on Lot 1, Block 1, MCM Addition, located at 309 Glade Road, Case PC23-010

Jacquelyn Reyff presented the case and briefed the Commission.

The public hearing was opened at 7:52 p.m.

With no one wishing to speak, the public hearing was closed at 7:52 p.m.

Commissioner Syed made a motion to approve Case PC23-010. Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Raine, Bevill, and Obinabo
Nay: 0**

- 2e** Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, Fred C. Rice Addition, located at 6103 Hunter Lane, Case ZC23-032

Jacquelyn Reyff presented the case and briefed the Commission.

Sam Noel, 6105 Bettinger Dr, Colleyville TX, let the Commission know he was available if questions arose.

The public hearing was opened at 7:56 p.m.

With no one else wishing to speak, the public hearing was closed at 7:56 p.m.

Commissioner Alphonso made a motion to approve Case ZC23-032. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Syed, Raine, Bevill, and Obinabo

Nay: 0

- 2f** Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential for Tracts 1B1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-033

Jacquelyn Reyff presented the case and briefed the Commission.

Curtis Young, 1130 N Carroll Ave, Southlake, TX presented his case for the proposed subdivision, specifically regarding the adjustments made to the design of the subdivision, renderings of proposed houses, and the addition of an open space lot. He answered questions from the Commission regarding the ownership of the open space lot.

The public hearing was opened at 8:14 p.m.

The following citizens did not wish to speak but did wish to record their opposition.

Steve Wasson, 2413 Wilkes Dr

Eric Weiler, 2011 Frances Dr

Stephen & Samita Jo Conover, 3043 Creekview Dr

The following citizens spoke at the public hearing:

Michael Farrell, 2504 Twelve Oaks Ln, spoke in opposition of the case, specifically regarding concerns with the grading of the subdivision and the slope.

Commissioner Groves inquired about the qualifications of Michael Farrell.

Robert Egan, 2410 Twelve Oaks Ln, spoke in opposition, specifically regarding

concerns with the grading and slope of the road impacting fire safety, retaining walls, and drainage impact on downstream properties.

Tim Waterworth, 6808 Rockbrook Ct, spoke in opposition, specifically regarding concerns with drainage impacts, topographic conditions, impact on the Cross Timbers Forest, and ability for the Trust for Public Land to purchase the land.

Marc Goodwin, 585 N Peytonville, Southlake, TX came forward to address the decision to not sell the land to the Trust for Public Land.

With no one wishing to speak, the public hearing was closed at 8:36 p.m.

The Commissioners discussed with the Fire Marshal, Rob McKeown, regarding the maximum grade that a fire safety vehicle can support and the fire sprinkler requirements of the proposed homes.

Curtis Young came forward to address the concerns related to slope and grading and drainage in the floodplain.

The Commission discussed with the applicant regarding the drainage impact on the floodplain and the preservation of trees.

Commissioner Raine made a motion to approve ZC23-033. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Groves, Alphonso, Raine, and Bevill

Nay: 2 – Syed and Obinabo

3. CITIZEN COMMENTS

The public forum opened at 9:01 p.m.

Tim Waterworth, 6808 Rockbrook Ct, came forward and provided information regarding the Trust for Public Land.

With no one else wishing to speak, the public forum closed at 9:03 p.m.

4. ADJOURNMENT

The meeting adjourned at 9:04 p.m.

The minutes were written and prepared by:

Christopher Pham

Christopher Pham
Planner

The meeting minutes were approved on December 11, 2023 by a vote of 7-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

NOVEMBER 27, 2023

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on November 27, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Tim Raine, Claudia Bevill, Sayeda Syed, Jim Linn, and Jerome Obinabo

Absent: None

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, and Chris Pham

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a Replat for Lot 3A and 3B, Block 4, Western Trails Addition, being located at 512 Bandit Trail, Case PC23-011

Jacquelyn Reyff presented item 2a and briefed the Commission. City staff addressed questions from the Commission regarding the setbacks, easements, sidewalks, and frontage of the corner property.

- 2b** Presentation and discussion of a Special Use Permit to allow a Heliport on Lot 1, Block 1, of the Ben and Elizabeth Addition and Lot 1, 2, and 3, Block 4, Stafford Heights Subdivision, located at 1407 through 1505 Oak Knoll Drive, Case ZC23-034

Jacquelyn Reyff presented item 2b and briefed the Commission. City staff addressed questions from the Commission regarding improvements made for a residential heliport site. There was general discussion among The Commission regarding the noise footprint the helicopter could cause, lighting, usage frequency

and hours of operation, and the type of helicopter that would be used. The Commission also discussed whether the heliport fulfilled a hardship requirement and if neighbor discussion had been done by the applicant.

- 2c** Presentation and discussion of a Special Use Permit to allow for a fence on Lot 1R-A, Block 4, Fairway Addition, located at 1020 McDonwell School Road West, Case ZC23-035

Jacquelyn Reyff presented item 2c and briefed the Commission. City staff addressed questions from the Commission regarding the zoning on the property. There was general discussion among the Commission regarding the setbacks of the property.

3. ADJOURNMENT

The meeting adjourned at 6:37 p.m.

The minutes were written and prepared by:

Chris Pham

Christopher Pham
Planner

The meeting minutes were approved on December 11, 2023 by a vote of 7-0.

RESOLUTION R-23-4905

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
DECEMBER 19, 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 19TH DAY OF
DECEMBER 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