



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, APRIL 16, 2024

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

CALL TO ORDER

WS-1 Parks and Recreation Department Update

WS-2 Discussion of the April 16, 2024, City Council regular agenda items

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

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

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

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

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

INVOCATION: Pastor Mike Dawson, First United Methodist 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-24-4928

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation in recognition of Arbor Day and Earth Day in Colleyville - Parks and Recreation Director Lisa Escobedo and Mayor Bobby Lindamood

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4929

- 4a** Approval of the minutes of the regular City Council meeting of April 2, 2024
- 4b** Approval of a Construction Services Agreement with FM Utilities, LLC for the Pecan Park Drainage Improvements Project, in an amount not to exceed \$613,589.81, a contingency amount not to exceed \$106,300.00, a materials testing amount not to exceed \$16,525.00, and authorizing the City Manager to execute the Agreement
- 4c** Approval of a Construction Services Agreement with Tellus Consulting, for the Preston Manor Project, in an amount not to exceed \$95,886.77, a contingency amount not to exceed \$20,000.00, and a materials testing amount not to exceed \$5,750.00, and authorizing the City Manager to execute the Agreement

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - March 2024

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**6a Ordinance O-24-2276**

Consideration of a Special Use Permit to allow for a fence on Lot 1, Block 1, Vankawala Residence Addition, located at 4910 Behrens Court, Case ZC24-002

6b Ordinance O-24-2277

Consideration of a Special Use Permit to allow for dog grooming on Lot 1RA, Block 1, Kroger Addition, located at 4906 Colleyville Boulevard, Suite 202, Case ZC24-003

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-24-4930**

Consideration of a variance to the maximum lot coverage provisions of Ordinance O-19-2075 on Lot 4, Block B, of the Legacy North Addition, being located at 803 Marie Drive, Case VC24-004

7b Resolution R-24-4931

Consideration of a variance to lot size, lot area and lot width, on Lot 15 of the Community Home Addition, located at 5008 Rose Street, Case VC24-005

8a Resolution R-24-4926

Consideration of a variance to lot size, side yard setback, maximum lot coverage, and maximum impervious coverage on Lot 3, Block 19, of Woodland Hills at Colleyville, located at 3401 Middleton Way, Case VC24-003

9. CITIZEN COMMENTS**10. REPORTS**

Colleyville Library Board Minutes - December 11, 2023

Planning and Zoning Commission Minutes - March 11, 2024

Planning and Zoning Commission Worksession Minutes - March 25, 2024

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, APRIL 16, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4932**12. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, April 12, 2024* 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 4/16/2024

Type Worksession

Department Parks and Recreation

Title

Parks and Recreation Department Update

Explanation

Parks and Recreation Director Lisa Escobedo, will provide a department update.

Attachments

1. Parks and Recreation Update 2024

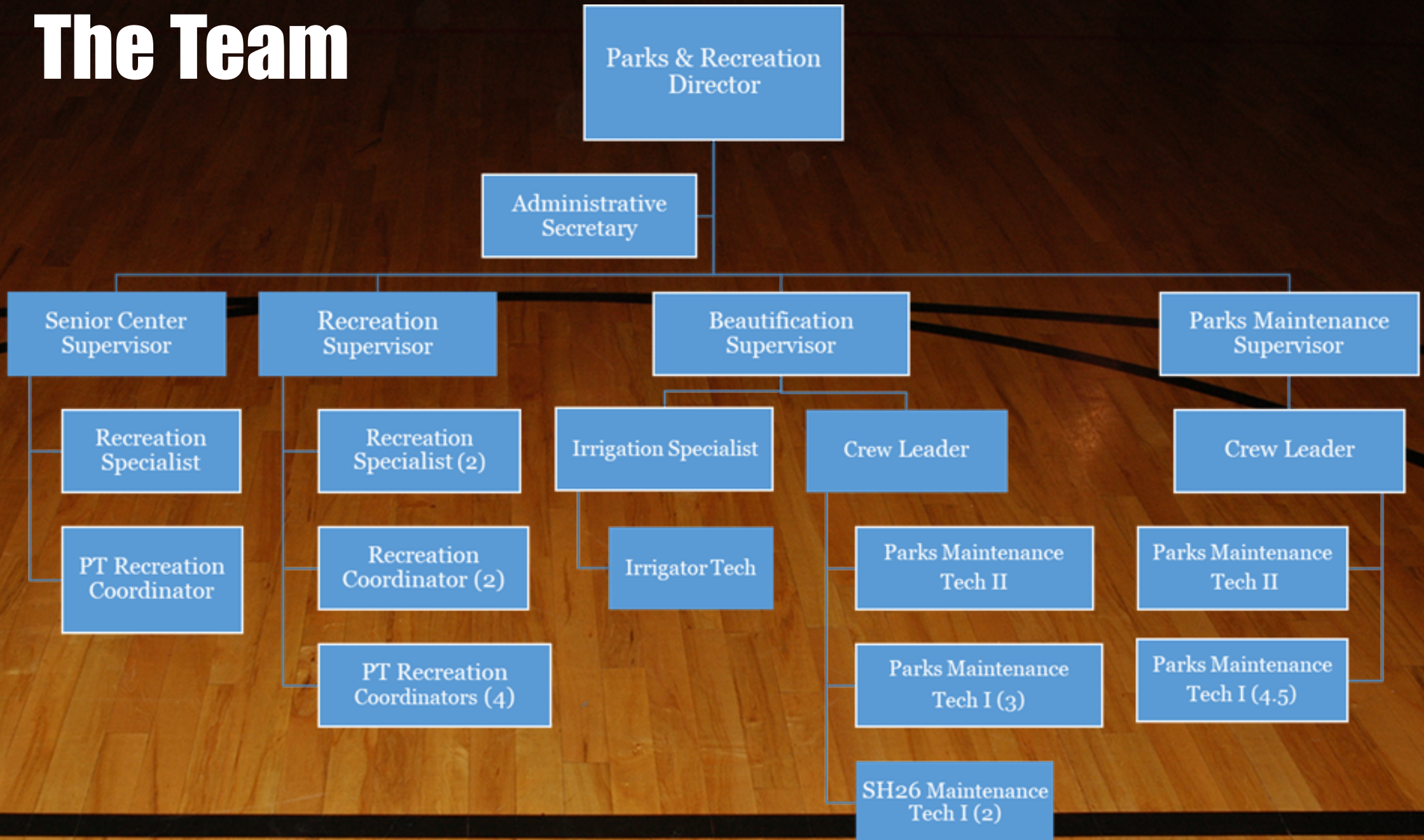
Parks & Recreation Update

April 16, 2024

Council Worksession



The Team



Colleyville Parks & Rec Facts & Figures

- Over 270 acres of parkland and public property
- 14 parks
- 1 recreation center
- 1 senior center
- 7 baseball fields and 4 softball fields
- 8 batting cages
- 26 soccer fields
- 2.5 basketball courts
- 6 tennis courts
- 8 pickleball courts
- 4 sand volleyball courts
- 9 playgrounds
- 1 splash pad
- 20 miles of shared use trails
- 14 ponds
- 10 pavilions
- 11 restrooms
- 2 concessions



Core Services

1. Park and Facility Maintenance
2. Athletic Field Maintenance
3. Youth Sports Association Management
4. Trail System Management
5. Public Property Management
6. Provide Unique & Innovative Recreation Programming for all ages
7. Provide Special Events that promote a sense of community in a safe and fun environment
8. Coordinate and maintain the reservations of park & recreation facilities



Parks Maintenance

Community Parks	Neighborhood Parks	Special Purpose Parks	Open Space/ Nature Areas
City Park (40.13)	Kimzey Park (20.45)	Pleasant Glade Tract (8.0)	Colleyville Nature Center (46.0)
Pleasant Run Park (33.47)	Sparger Park (8.47)	Reagan Park (5.0)	Little Bear Creek Floodplain (21.2)
McPherson Park (27.5)	Woodbriar Park (1.94)	L.D. Lockett Park (4.46)	Recreation Center Open Space (15 acres)
	Overland Park (.5)	Bransford Park (1.77)	
		McCain Park (.1)	



Beautification

- City Hall & Library
- Colleyville Center
- Justice Center
- Senior Center
- (4) Fire Stations
- Colleyville Business Center
- Public Works Service Center
- Recreation Center & Annex
- SH26 Medians & Parkways
- Main Street Medians
- Plaza and South Lot

- Church Street Medians
- Hall-Johnson / SH26 Median
- (3) Corners of Cheek-Sparger / SH26
- (6) Roundabouts
- Glade Road Medians
- Webb House
- Entry Signs



Senior Center

The Senior Center encourages individuals and groups to connect with one another to create a diverse and fun environment by providing a wide range of health, wellness, enrichment, education, special events, and travel opportunities.

- Health and wellness programs include Mind Fit and Matter of Balance
- Classes include Yoga, Jazzercise Lo-Impact, and Tai Chi
- Lunch and learn programs include a variety of groups providing information from health to assisted living options while providing lunch
- Meals on Wheels
- Travel opportunities include festivals, museums, Winstar, etc.



Recreation

Recreation provides youth, adult and athletic programs, creating a safe, fun environment and a sense of community.

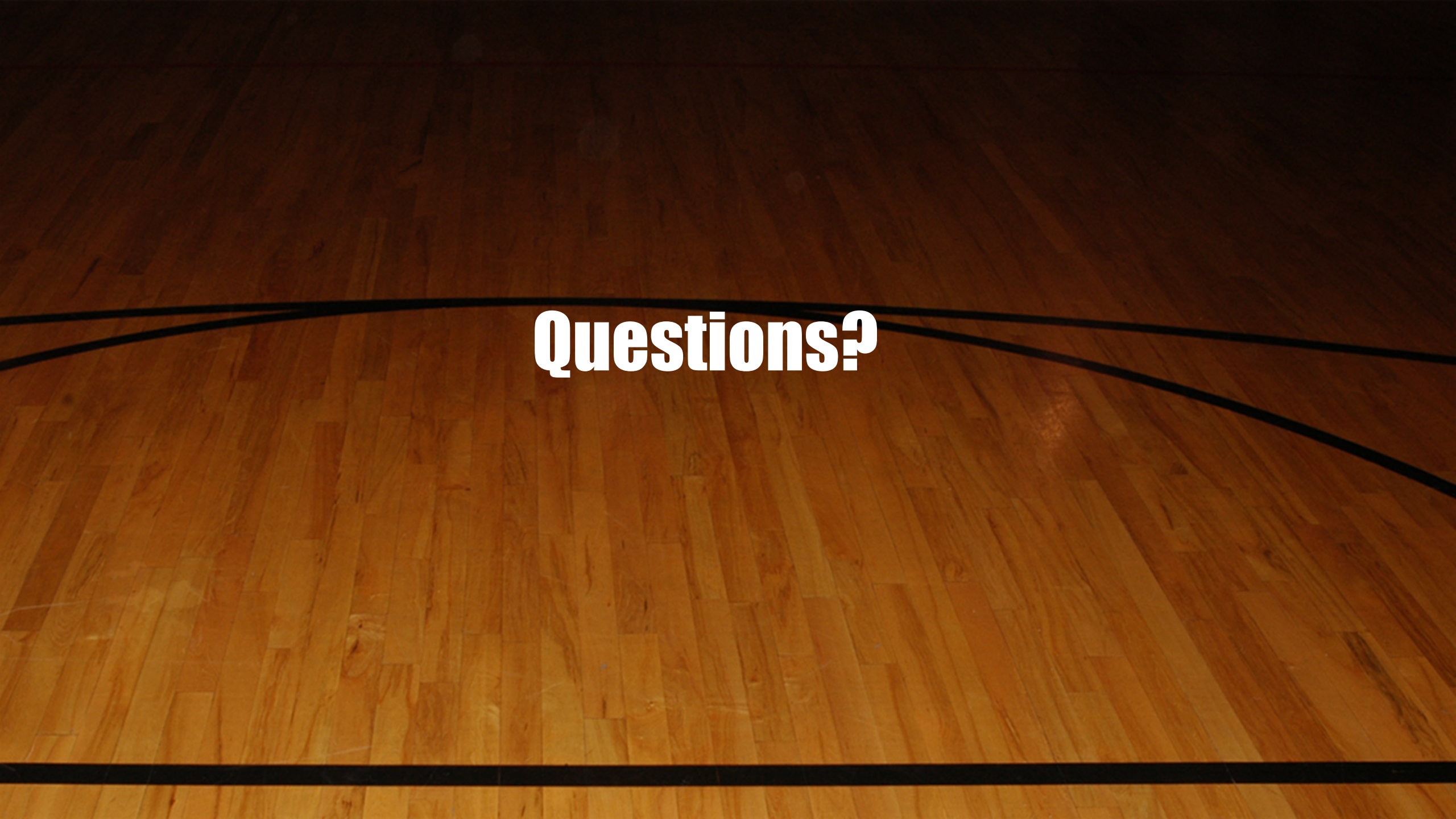
- Youth programs include dance, martial arts, sports and camps
- Adult programs include yoga, zumba, boot camps, tennis, and pickleball
- Assist Youth Sports Associations in securing City and GCISD practice and game facilities



Special Events

- Winter Ball
- Bunny Brunch and Bunny Lunch
- Texas Junior Anglers
- Arbor Day Celebration
- Senior Health Fair
- Senior Holiday Party



A photograph of a wooden basketball court floor. A thick, curved black line, likely a free-throw line, arcs across the middle of the frame. The word "Questions?" is written in a bold, white, sans-serif font, centered on the floor between the two black lines. The wood planks are light brown and run vertically, showing some wear and grain patterns.

Questions?



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 4/16/2024

Type Worksession

Department City Secretary

Title

Discussion of the April 16, 2024, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 4/16/2024

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 551.072 - 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-24-4928

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF APRIL 16, 2024**

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 16TH DAY OF APRIL 2024.

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**Agenda Date** 4/16/2024**Type** Announcements, Proclamations, and Presentations**Department** City Secretary

Title

Proclamation in recognition of Arbor Day and Earth Day in Colleyville - Parks and Recreation Director Lisa Escobedo and Mayor Bobby Lindamood

Attachments

RESOLUTION R-24-4929

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2024

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 April 2, 2024
- b. Approval of a construction contract with FM Utilities, LLC for the Pecan Park Drainage Improvements Project, in an amount not to exceed \$613,589.81, a contingency amount not to exceed \$106,300.00, a materials testing amount not to exceed \$16,525.00, and authorizing the City Manager to execute the contract
- c. Approval of a Construction Services Agreement with Tellus Consulting, for the Preston Manor Project, in an amount not to exceed \$95,886.77, a contingency amount not to exceed \$20,000.00, and a materials testing amount not to exceed \$5,750.00, and authorizing the City Manager to execute the Agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 16TH DAY OF APRIL 2024.

Mayor Bobby Lindamood _____
Brandi Elder, Place 1 _____
Scotty Richardson, Place 3 _____
Chuck Kelley, Place 5 _____

Mayor Pro Tem Callie Rigney _____
George Bond, Place 2 _____
Ben Graves, Place 4 _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



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

TUESDAY, APRIL 2, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, April 2, 2024, at 5:30 p.m.

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

ABSENT: Councilmember Chuck Kelley.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Director of Finance Matt Poston, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, City Engineer Larry Wright, City Manager's Office Intern Caleb Cantrell, City Attorney Nicole Corr, and City Secretary Christine Loven.

WS-1 Heroes Park 60% Design Update

Assistant City Manager Adrienne Lothery provided an overview of the Heroes Park project and timeline and stated Freese and Nichols representatives are present and will review the 60% plans and answer questions.

Freese and Nichols Project Manager Shery Cheng reviewed the project updates, timeline, and design development. She reviewed the site plans, and renderings, which included the stage pavilion, tall memorial walls, low seating and heroes remembrance walls, water features, flagpoles, bronze statues, eternal flame sculpture, landscaping, and irrigation. Ms. Cheng also reviewed the cost figures, providing for a fall 2024 and fall 2025 construction and completion date.

Architect Gaylen Laing, GHLA, Inc. reviewed the design and elements of the stage pavilion, shade structures, entry portal, and materials.

Chris Frison, Senior Project Designer, D/G Studios, Inc. reviewed the art, language, and quotes to be placed on the conflict walls, memorial panels, and quote walls, and history panels.

Mayor Lindamood and the City Council expressed their appreciation for the work on this project and noted they are very proud this Heroes Park is moving forward.

WS-2 Review of the FY25 Budget Calendar

Finance Director Matt Poston reviewed the FY25 Budget Calendar with the City Council.

WS-3 Discussion of the April 2, 2024, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:24 p.m. and called the Executive Session to order.

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

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

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

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

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

There was no action taken and Mayor Lindamood adjourned Executive Session at 7:03 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:10 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: Mayor Bobby Lindamood

PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4923

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation in recognition of April Child Abuse Prevention Month - Kristin Lockwood, Alliance for Children and Mayor Bobby Lindamood

Mayor Lindamood and Councilmembers made announcements regarding City and community events.

Mayor Lindamood was joined by Police Chief Michael Miller to present Kristin Lockwood, Alliance for Children, with a proclamation recognizing April as Child Abuse Prevention Month. Ms. Lockwood thanked Chief Miller for the department's cooperative work with the Alliance for Children and thanked the Mayor and Council for helping bring awareness to child abuse and the support provided to her organization.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4924

4a Approval of the minutes of the regular City Council meeting of March 19, 2024

Mayor Lindamood read Resolution R-24-4924 in its entirety.

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

Councilmember Graves made a motion to approve Resolution R-24-4924, 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: 2 - Mayor Pro Tem Callie Rigney and Councilmember Chuck Kelley.

Mayor Pro Tem Callie Rigney arrived at 7:27 p.m.

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

5a Ordinance O-24-2276

Consideration of a Special Use Permit to allow for a fence on Lot 1, Block 1, Vankawala Residence Addition, located at 4910 Behrens Court, Case ZC24-002

Mayor Lindamood read the caption of Ordinance O-24-2276.

Community Development Director presented this SUP request to allow a 6-foot wrought iron fence with 7-foot masonry columns to be placed on the property line along Glade Road within the required street side yard setback. The property is located at the intersection of Glade Road and Behrens Court and has R-40 Single Family Residential zoning. Director Bryner noted there is an exception for lots containing a minimum of 40,000 square feet allowing construction of a perimeter fence within the front yard setback. However, the size of this lot is 37,458 square feet in size, just under the threshold to qualify for the exemption. Director Bryner stated the applicant is making the request to add more privacy to their home and to be in line with the fence line along their neighbor's front yard.

The applicant, Rajendra Vankawala, in answer to questions from the City Council, stated if the fence is approved and falls along his irrigation line, he would relocate the irrigation. Mr. Vankawala stated he will not be able to attend the next meeting and was hopeful it would not interfere with the Council's decision.

Mayor Lindamood stated he believed all will be fine and congratulated the Vankawala family who will welcome a grandchild soon.

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

This was a first reading and no further action was taken.

5b Ordinance O-24-2277

Consideration of a Special Use Permit to allow for dog grooming on Lot 1RA, Block 1, Kroger Addition, located at 4906 Colleyville Boulevard, Suite 202, Case ZC24-003

Mayor Lindamood read the caption of Ordinance O-24-2277.

Community Development Director Ben Bryner presented this SUP request to allow a dog grooming business at 4906 Colleyville Boulevard, Suite 202, which is zoned CC-2 Shopping Center. Director Bryner stated a dog-grooming salon is only allowed in the CC-2 Shopping Center zoning district with the approval of an SUP. The proposed name of the business is "Scenthound" and is a dog health and

grooming salon with no veterinary, vacation boarding services, and no pet daycare services. Director Bryner stated the applicant will install soundproof walls, new HVAC ventilation systems, and pet waste stations inside and outside the property and in the adjacent parking areas. According to the statement of planning objectives, the hours of operation of the business will be 8:30 a.m. to 5:30 p.m. Monday-Saturday; closed on Sundays.

There was general discussion of the pet waste stations and ventilation.

Applicant Ana Hinojosa explained the waste stations, parking, and services offered by the business. He noted in addition to the sound barrier and HVAC, they have considered the safety of the animals when entering or leaving the facility.

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

This was a first reading and no further action was taken.

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-24-4925

Consideration of a variance to lot size, maximum lot coverage, maximum impervious coverage, and street side yard and rear yard setbacks on Lot 9, Block 2, of the Crossing at Colleyville, located at 5004 Shadowood Road, Case VC24-002

Mayor Lindamood read Resolution R-24-4925 in its entirety.

Community Development Director Ben Bryner stated the applicant is requesting a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code, for the lot size (area, width, and depth), lot coverage, street side and rear yard setback, and impervious coverage in the R-MF Multi-Family Residential zoning district. He stated the property has RMF zoning and developed with a single-family residence built in 1992. Properties developed for a single-family use in the R-MF zoning district must conform to R-20 Single Family Residential standards. The applicant is requesting all the noted variances to allow for an existing patio cover to be replaced and expanded. Director Bryner stated the existing patio cover is placed in the required street side yard setback at 15 feet, rather than the required 30 feet. The proposed cover would expand the cover to be 8 feet away from the property line, and the cover would be made integral to the home and connect to the existing roofline of the house. The proposed rear setback is 10 feet, rather than the 15 feet allowed for open structures. The patio cover would increase the lot coverage from approximately 30% to 35%. The construction of the patio cover would not increase the lot's impervious coverage, which is at approximately 75%.

There was discussion of the appropriateness of the request as this is not a new build, but rather a repair and property improvement however, there was concern with the side yard setback.

Kevin Charnicky, the applicant, advised Council the new patio would not exceed the current 8-foot setback and he provided another rendering of the patio to be constructed. He stated the current patio is deteriorating and too small. Mayor Lindamood asked Mr. Charnicky if he minded the 8-foot setback requirement being written into the resolution as a condition. Mr. Charnicky stated he was happy with the request.

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

Mayor Lindamood made a motion to approve Resolution R-24-4925 with the amendment "and to allow a street side yard setback of 8 feet which is an existing non-conforming setback that shall be maintained", seconded by Mayor Pro Tem Rigney.

The motion with the amendment was approved by the following vote:

Ayes: 6 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Absent: 1 - Councilmember Chuck Kelley.

6b Resolution R-24-4926

Consideration of a variance to lot size, side yard setback, maximum lot coverage, and maximum impervious coverage on Lot 3, Block 19, of Woodland Hills at Colleyville, located at 3401 Middleton Way, Case VC24-003 THE APPLICANT HAS REQUESTED TO TABLE THE ITEM TO THE APRIL 16, 2024 CITY COUNCIL MEETING

Mayor Lindamood stated the applicant has requested to table this item therefore it will be passed over without any action.

7. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive N, discussed pavement markings on Cheek-Sparger Road and standing water on her personal property.

8. REPORTS

Planning and Zoning Commission Minutes - February 12, 2024

Planning and Zoning Commission Worksession Minutes - February 26, 2024

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, APRIL 2, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4927

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:07 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 16TH DAY OF APRIL 2024.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 4/16/2024

Number Resolution R-24-4929

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with FM Utilities, LLC for the Pecan Park Drainage Improvements Project, in an amount not to exceed \$613,589.81, a contingency amount not to exceed \$106,300.00, a materials testing amount not to exceed \$16,525.00, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

On September 19, 2023, the City Council approved Resolution R-23-4876, adopting the Capital Improvement Program (CIP) Fiscal Year 2024-2028. The CIP includes \$600,000 for Phase I of Water Project 18: Pecan Park.

The project consists of the installation of a storm drain system by open cut including components such as concrete flume removal and replacement, high density polyethylene pipe, curb inlets, junction boxes and drop inlets. Roadway and miscellaneous repairs will be to the existing conditions or better.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on February 18, 25, March 3, 10, and 17 2024. 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 97 plan holders, of which 35 were general contractors, 25 sub-contractors, 19 suppliers, 4 plan rooms, 6 others, 3 manufacturers, 4 engineers, and 1 government agency.

The City received nine responsive sealed bids, which were opened and publicly read aloud on March 19, 2024.

Financial Impact

The funding source for this project is the drainage fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. MAS Recommendation of Award
3. Pecan Park Bid Tabulation
4. Form 1295
5. Material Testing Quote

CONSTRUCTION SERVICES AGREEMENT
PECAN PARK DRAINAGE IMPROVEMENTS PHASE 1
(Bid #ENG-2024-009)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **FM Utilities LLC**, a Texas Limited Liability Company, hereinafter called “Contractor”, and the **City of Colleyville, Texas**, hereinafter called “City”.

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, 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 Pecan Park Drainage Improvements Phase 1 (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-2024-009;
 - (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 SEVEN HUNDRED AND NINETEEN THOUSAND, EIGHT HUNDRED AND EIGHTY-NINE DOLLARS AND EIGHTY-ONE CENTS (\$719,899.49) ("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 one hundred eighty (180) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred eighty (180) 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 \$2,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend,

but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

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

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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: FM UTILITIES LLC By: _____ Francisco Mata President 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> FM Utilities LLC Attn: Francisco Mata, President 4911 Redbird Trail Midlothian, Texas 76065 E: francisco@fm-utilities.com

GovDox Colleyville Contract ID:
CSA_ED_April 16, 2024_Rev20230112

March 26, 2024
Project No.: 41-03-001

Larry Wright, P.E.
City Engineer
City of Colleyville
100 Main Street, 2nd Floor
Colleyville, Texas 76034

RE: Pecan Park Estates Drainage Improvements – Bid Results
(Bid # ENG-2024-009)

Dear Mr. Wright,

The Pecan Park Estates Drainage Improvements Project bid opening, conducted on March 19, 2024, included a total of nine bid proposals for consideration. The table below includes the bidder's names, bids for water and drainage improvements, and total based bid amounts received in this bid opening. MAS Consulting Engineers has reviewed the bids, prepared a bid tabulation, and contacted the low bidder's references.

COMPANY	UNIT I - DRAINAGE IMPROVEMENTS	UNIT II - WATER IMPROVEMENTS	TOTAL
FM Utilities LLC	\$ 676,557.10	\$ 43,332.71	\$ 719,889.82
JR West Texas Concrete LLC	\$ 713,592.15	\$ 54,910.50	\$ 768,502.65
David-Tehoungue Ltd Co	\$ 726,544.00	\$ 92,035.00	\$ 818,579.00
GRod construction, LLC.	\$ 768,973.04	\$ 65,830.00	\$ 834,803.04
KG Traffic Solutions	\$ 731,476.85	\$ 127,093.59	\$ 858,570.44
RNO Construction	\$ 830,636.20	\$ 42,030.00	\$ 872,666.20
MX Construction Services, INC	\$ 985,659.20	\$ 54,690.89	\$ 1,040,350.09
Cole Construction Inc.	\$ 997,929.92	\$ 84,054.36	\$ 1,081,984.27
Atkins Bros.	\$ 2,460,587.40	\$ 41,880.00	\$ 2,502,467.40

Based on our recent conversations, bids received, and the feedback received from the contractor's references, the low bidder and contractor we recommended for this is the "FM Utilities LLC" with a total bid of \$719,889.82. A summary table showing all bids received is included in the table above. Upon reviewing the bid proposals, a minor discrepancy due to roundoff error was found. FM Utilities was contacted and the correction on the written total was corrected to reflect the total shown above. Refer to Attachment B for the email correspondence from the contractor correcting the \$ 6.68, in the City's favor. A detailed bid tabulation is included in Attachment A.

In general, the contractor's references provided positive feedback on the performance of FM Utilities LLC. Our understanding is that FM Utilities LLC has completed similar projects in the area and has the required experience for drainage and water improvements and utility installation for this project.

If you have any questions or concerns, feel free to contact me via phone number 817-708-2422 or email at asanchez@mas-civil.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angel Sanchez', is positioned above the printed name.

Angel Sanchez, P.E.
Project Manager

Attachment A – Bid Tabulation

Attachment B – Correction to Bid – FM Utilities, LLC

ATTACHMENT A

Item	Description	Unit	Quantity (Base Bid)	MAS EOPCC		FM Utilities, LLC.		JR West Texas Concrete LLC		David-Tehoungue Ltd Co		GRod construction, LLC.		KG Traffic Solutions		RNO construction		MX Construction Services, INC		Cole Construction Inc.		ATKINS BROS.	
				Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)
Base Bid																							
UNIT I - DRAINAGE IMPROVEMENTS																							
1-1	Owner's Construction Contingency	LS	1	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	
1-2	Mobilization, Bonds, and Insurance	LS	1	60,000.00	\$60,000.00	\$27,744.98	\$27,744.98	\$66,400.00	\$66,400.00	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00	\$38,000.00	\$38,000.00	\$75,000.00	\$75,000.00	\$87,000.00	\$87,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00
1-3	Traffic Control Plan Design & Installation	LS	1	15,000.00	\$15,000.00	\$18,587.18	\$18,587.18	\$4,500.00	\$4,500.00	\$85,000.00	\$85,000.00	\$20,000.00	\$20,000.00	\$5,250.00	\$5,250.00	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$20,611.55	\$20,611.55	\$5,000.00	\$5,000.00
1-4	Right of Way Preparation (including Clearing and Grubbing)	LS	1	35,000.00	\$35,000.00	\$15,480.18	\$15,480.18	\$8,500.00	\$8,500.00	\$45,000.00	\$45,000.00	\$9,500.00	\$9,500.00	\$21,061.59	\$21,061.59	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00	\$20,813.17	\$20,813.17	\$20,000.00	\$20,000.00
1-5	Stormwater Pollution Prevention Plan Design and Install	LS	1	3,500.00	\$3,500.00	\$3,833.34	\$3,833.34	\$6,300.00	\$6,300.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$1,653.64	\$1,653.64	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$2,720.70	\$2,720.70	\$5,000.00	\$5,000.00
1-6	Connect to Existing Curb Inlet (Including inlet modifications)	EA	1	3,000.00	\$3,000.00	\$6,049.53	\$6,049.53	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,842.17	\$5,842.17	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,101.62	\$4,101.62	\$2,000.00	\$2,000.00
1-7	Connect to Existing 18" RCP (Including Pipe Collar)	EA	1	3,000.00	\$3,000.00	\$1,952.10	\$1,952.10	\$2,100.00	\$2,100.00	\$17,500.00	\$17,500.00	\$1,500.00	\$1,500.00	\$5,842.17	\$5,842.17	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$4,424.34	\$4,424.34	\$1,000.00	\$1,000.00
1-8	60" CL III RCP	LF	39	540.00	\$21,060.00	\$570.17	\$22,236.63	\$520.00	\$20,280.00	\$140.00	\$5,460.00	\$565.00	\$22,035.00	\$594.73	\$23,194.47	\$900.00	\$35,100.00	\$700.00	\$27,300.00	\$1,090.76	\$42,539.64	\$800.00	\$31,200.00
1-9	36" CL III RCP	LF	39	235.00	\$9,165.00	\$362.13	\$14,123.07	\$440.00	\$17,160.00	\$105.00	\$4,095.00	\$375.00	\$14,625.00	\$274.74	\$10,714.86	\$250.00	\$9,750.00	\$250.00	\$9,750.00	\$447.87	\$17,466.93	\$650.00	\$25,350.00
1-10	24" CL III RCP	LF	98	180.00	\$17,640.00	\$162.60	\$15,934.80	\$135.00	\$13,230.00	\$95.00	\$9,310.00	\$200.00	\$19,600.00	\$192.43	\$18,858.14	\$170.00	\$16,660.00	\$185.00	\$18,130.00	\$316.45	\$31,012.10	\$299.00	\$29,302.00
1-11	60" HDPE (Including Pipe Collar)	LF	541	360.00	\$194,760.00	\$262.24	\$141,871.84	\$364.00	\$196,924.00	\$120.00	\$64,920.00	\$300.00	\$162,300.00	\$305.30	\$165,167.30	\$500.00	\$270,500.00	\$400.00	\$216,400.00	\$504.34	\$272,847.94	\$1,900.00	\$1,027,900.00
1-12	36" HDPE	LF	13	250.00	\$3,250.00	\$191.54	\$2,490.02	\$240.00	\$3,120.00	\$90.00	\$1,170.00	\$250.00	\$3,250.00	\$185.07	\$2,405.91	\$400.00	\$5,200.00	\$175.00	\$2,275.00	\$201.13	\$2,614.69	\$850.00	\$11,050.00
1-13	18" HDPE	LF	24	200.00	\$4,800.00	\$103.99	\$2,495.76	\$80.00	\$1,920.00	\$80.00	\$1,920.00	\$145.00	\$3,480.00	\$101.38	\$2,433.12	\$250.00	\$6,000.00	\$100.00	\$2,400.00	\$111.21	\$2,669.04	\$750.00	\$18,000.00
1-14	7x7' Junction Box W/ Frame and 50" x 50" Grate Inlet	EA	1	18,000.00	\$18,000.00	\$14,698.40	\$14,698.40	\$18,750.00	\$18,750.00	\$10,500.00	\$10,500.00	\$23,000.00	\$23,000.00	\$31,212.11	\$31,212.11	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$34,301.27	\$34,301.27	\$75,000.00	\$75,000.00
1-15	4'x4' Type "Y" Drop Inlet	EA	1	7,200.00	\$7,200.00	\$9,529.94	\$9,529.94	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$12,600.00	\$12,600.00	\$9,879.79	\$9,879.79	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$15,569.88	\$15,569.88	\$15,000.00	\$15,000.00
1-16	20' Curb Inlet	EA	3	12,000.00	\$36,000.00	\$16,628.67	\$49,886.01	\$17,300.00	\$51,900.00	\$3,000.00	\$9,000.00	\$15,200.00	\$45,600.00	\$15,177.73	\$45,533.19	\$12,500.00	\$37,500.00	\$13,500.00	\$40,500.00	\$16,157.11	\$48,471.33	\$25,000.00	\$75,000.00
1-17	Plug on 60" RCP	EA	1	1,000.00	\$1,000.00	\$1,081.14	\$1,081.14	\$1,800.00	\$1,800.00	\$300.00	\$300.00	\$2,750.00	\$2,750.00	\$7,111.86	\$7,111.86	\$3,500.00	\$3,500.00	\$1,350.00	\$1,350.00	\$1,503.93	\$1,503.93	\$2,000.00	\$2,000.00
1-18	Plug Opening of Existing Inlet	LS	1	1,200.00	\$1,200.00	\$796.73	\$796.73	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,161.46	\$5,161.46	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00	\$1,603.92	\$1,603.92	\$1,000.00	\$1,000.00
1-19	Site Grading	LS	1	12,000.00	\$12,000.00	\$18,012.93	\$18,012.93	\$18,700.00	\$18,700.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$27,904.09	\$27,904.09	\$5,000.00	\$5,000.00	\$16,500.00	\$16,500.00	\$63,689.62	\$63,689.62	\$15,000.00	\$15,000.00
1-20	Embankment	CY	60	15.00	\$900.00	\$151.25	\$9,075.00	\$100.00	\$6,000.00	\$120.00	\$7,200.00	\$50.00	\$3,000.00	\$29.00	\$1,740.00	\$100.00	\$6,000.00	\$75.00	\$4,500.00	\$209.22	\$12,553.20	\$200.00	\$12,000.00
1-21	Unclassified Excavation	CY	205	35.00	\$7,175.00	\$48.04	\$9,848.20	\$50.00	\$10,250.00	\$20.00	\$4,100.00	\$60.00	\$12,300.00	\$22.00	\$4,510.00	\$50.00	\$10,250.00	\$35.00	\$7,175.00	\$77.67	\$15,922.35	\$60.00	\$12,300.00
1-22	Non Destructive Utility Locate(s)	EA	1	1,000.00	\$1,000.00	\$3,508.02	\$3,508.02	\$7,500.00	\$7,500.00	\$750.00	\$750.00	\$7,500.00	\$7,500.00	\$4,683.50	\$4,683.50	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$6,121.58	\$6,121.58	\$15,000.00	\$15,000.00
1-23	Concrete Flume	SY	211	180.00	\$37,980.00	\$153.97	\$32,487.67	\$90.00	\$18,990.00	\$120.00	\$25,320.00	\$200.00	\$42,200.00	\$75.00	\$15,825.00	\$100.00	\$21,100.00	\$185.00	\$39,035.00	\$101.57	\$21,431.27	\$300.00	\$63,300.00
1-24	Concrete Curb Wall at Flume	CY	13	1,600.00	\$20,800.00	\$1,403.73	\$18,248.49	\$1,600.00	\$20,800.00	\$300.00	\$3,900.00	\$1,100.00	\$14,300.00	\$484.25	\$6,295.25	\$500.00	\$6,500.00	\$450.00	\$5,850.00	\$998.06	\$12,974.78	\$490.00	\$6,370.00
1-25	Standard 6" Concrete Curb at Flume	LF	70	40.00	\$2,800.00	\$55.94	\$3,915.80	\$15.00	\$1,050.00	\$90.00	\$6,300.00	\$30.00	\$2,100.00	\$101.76	\$7,123.20	\$100.00	\$7,000.00	\$110.00	\$7,700.00	\$51.93	\$3,635.10	\$70.00	\$4,900.00
1-26	Concrete Apron	SY	7	150.00	\$1,050.00	\$223.74	\$1,566.18	\$125.00	\$875.00	\$160.00	\$1,120.00	\$200.00	\$1,400.00	\$240.68	\$1,684.76	\$300.00	\$2,100.00	\$650.00	\$4,550.00	\$270.03	\$1,890.21	\$350.00	\$2,450.00
1-27	Post Guard 4" Removable Pipe Bollards	EA	2	700.00	\$1,400.00	\$1,634.87	\$3,269.74	\$450.00	\$900.00	\$500.00	\$1,000.00	\$1,750.00	\$3,500.00	\$2,115.05	\$4,230.10	\$1,500.00	\$3,000.00	\$2,250.00	\$4,500.00	\$1,136.18	\$2,272.36	\$700.00	\$1,400.00
1-28	Abandon 30" RCP Culverts	LF	192	200.00	\$38,400.00	\$75.68	\$14,530.56	\$28.00	\$5,376.00	\$45.00	\$8,640.00	\$50.00	\$9,600.00	\$50.36	\$9,669.12	\$50.00	\$9,600.00	\$65.00	\$12,480.00	\$44.29	\$8,503.68	\$40.00	\$7,680.00
1-29	Remove 30" RCP Culvert	LF	48	25.00	\$1,200.00	\$36.73	\$1,763.04	\$25.00	\$1,200.00	\$45.00	\$2,160.00	\$30.00	\$1,440.00	\$50.36	\$2,417.28	\$65.00	\$3,120.00	\$50.00	\$2,400.00	\$117.28	\$5,629.44	\$200.00	\$9,600.00
1-30																							

Attachment B

Angel Sanchez

From: Alejandro Sosa <Alejandro@fm-utilities.com>
Sent: Monday, March 25, 2024 1:49 PM
To: Cesar Rodriguez
Cc: Maraitzel Cabello Ponce; Angel Sanchez; Luis Rodriguez; Francisco
Subject: RE: City of Colleyville Pecan Park Estates Drainage Project: Bid total discrepancy
Attachments: Bid Tab.xlsx

You don't often get email from alejandro@fm-utilities.com. [Learn why this is important](#)

Good afternoon Caesar,

After a thorough review, I was able to find that the difference is due to the fact that in the bid tab published by the City in Civ-cast (Attached), on bid item # 1-45 "Sodding", the quantity used has 4 decimal digits after the point: "303.556", and we calculated that bid item with the integer amount: "304", so our result in that bid item was: \$4,176.96 instead of: \$4,170.91 (hence the difference of the \$6) :

Bid Item #	Description	Units	Quantity		Unit price	Total
1-45	Sodding	SY	303.5556		\$13.74	\$4,170.91

However, we do not have any problem to use the numbers shown in the attached bid tab, that is, we can use the total amount of: \$719,889.81

Please don't hesitate to contact us if you have any other questions.

Thanks in advance!



Alejandro Sosa
FM Utilities LLC
4911 Redbird TRL
Midlothian, TX 76065
469-612-5081
alejandro@fm-utilities.com
www.fmutilitiesllc.com

Item	Description	Unit	Quantity (Base Bid)	MAS EOPCC		FM Utilities, LLC.		JR West Texas Concrete LLC		David-Tehoungue Ltd Co		GRod construction, LLC.		KG Traffic Solutions		RNO construction		MX Construction Services, INC		Cole Construction Inc.		ATKINS BROS.	
				Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)	Unit Cost	Total (Base Bid)
Base Bid																							
UNIT I - DRAINAGE IMPROVEMENTS																							
1-1	Owner's Construction Contingency	LS	1	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	\$106,300.00	
1-2	Mobilization, Bonds, and Insurance	LS	1	60,000.00	\$60,000.00	\$27,744.98	\$27,744.98	\$66,400.00	\$66,400.00	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00	\$38,000.00	\$38,000.00	\$75,000.00	\$75,000.00	\$87,000.00	\$87,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00
1-3	Traffic Control Plan Design & Installation	LS	1	15,000.00	\$15,000.00	\$18,587.18	\$18,587.18	\$4,500.00	\$4,500.00	\$85,000.00	\$85,000.00	\$20,000.00	\$20,000.00	\$5,250.00	\$5,250.00	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$20,611.55	\$20,611.55	\$5,000.00	\$5,000.00
1-4	Right of Way Preparation (including Clearing and Grubbing)	LS	1	35,000.00	\$35,000.00	\$15,480.18	\$15,480.18	\$8,500.00	\$8,500.00	\$45,000.00	\$45,000.00	\$9,500.00	\$9,500.00	\$21,061.59	\$21,061.59	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00	\$20,813.17	\$20,813.17	\$20,000.00	\$20,000.00
1-5	Stormwater Pollution Prevention Plan Design and Install	LS	1	3,500.00	\$3,500.00	\$3,833.34	\$3,833.34	\$6,300.00	\$6,300.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$1,653.64	\$1,653.64	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$2,720.70	\$2,720.70	\$5,000.00	\$5,000.00
1-6	Connect to Existing Curb Inlet (Including inlet modifications)	EA	1	3,000.00	\$3,000.00	\$6,049.53	\$6,049.53	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,842.17	\$5,842.17	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,101.62	\$4,101.62	\$2,000.00	\$2,000.00
1-7	Connect to Existing 18" RCP (Including Pipe Collar)	EA	1	3,000.00	\$3,000.00	\$1,952.10	\$1,952.10	\$2,100.00	\$2,100.00	\$17,500.00	\$17,500.00	\$1,500.00	\$1,500.00	\$5,842.17	\$5,842.17	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$4,424.34	\$4,424.34	\$1,000.00	\$1,000.00
1-8	60" CL III RCP	LF	39	540.00	\$21,060.00	\$570.17	\$22,236.63	\$520.00	\$20,280.00	\$140.00	\$5,460.00	\$565.00	\$22,035.00	\$594.73	\$23,194.47	\$900.00	\$35,100.00	\$700.00	\$27,300.00	\$1,090.76	\$42,539.64	\$800.00	\$31,200.00
1-9	36" CL III RCP	LF	39	235.00	\$9,165.00	\$362.13	\$14,123.07	\$440.00	\$17,160.00	\$105.00	\$4,095.00	\$375.00	\$14,625.00	\$274.74	\$10,714.86	\$250.00	\$9,750.00	\$250.00	\$9,750.00	\$447.87	\$17,466.93	\$650.00	\$25,350.00
1-10	24" CL III RCP	LF	98	180.00	\$17,640.00	\$162.60	\$15,934.80	\$135.00	\$13,230.00	\$95.00	\$9,310.00	\$200.00	\$19,600.00	\$192.43	\$18,858.14	\$170.00	\$16,660.00	\$185.00	\$18,130.00	\$316.45	\$31,012.10	\$299.00	\$29,302.00
1-11	60" HDPE (Including Pipe Collar)	LF	541	360.00	\$194,760.00	\$262.24	\$141,871.84	\$364.00	\$196,924.00	\$120.00	\$64,920.00	\$300.00	\$162,300.00	\$305.30	\$165,167.30	\$500.00	\$270,500.00	\$400.00	\$216,400.00	\$504.34	\$272,847.94	\$1,900.00	\$1,027,900.00
1-12	36" HDPE	LF	13	250.00	\$3,250.00	\$191.54	\$2,490.02	\$240.00	\$3,120.00	\$90.00	\$1,170.00	\$250.00	\$3,250.00	\$185.07	\$2,405.91	\$400.00	\$5,200.00	\$175.00	\$2,275.00	\$201.13	\$2,614.69	\$850.00	\$11,050.00
1-13	18" HDPE	LF	24	200.00	\$4,800.00	\$103.99	\$2,495.76	\$80.00	\$1,920.00	\$80.00	\$1,920.00	\$145.00	\$3,480.00	\$101.38	\$2,433.12	\$250.00	\$6,000.00	\$100.00	\$2,400.00	\$111.21	\$2,669.04	\$750.00	\$18,000.00
1-14	7x7' Junction Box W/ Frame and 50" x 50" Grate Inlet	EA	1	18,000.00	\$18,000.00	\$14,698.40	\$14,698.40	\$18,750.00	\$18,750.00	\$10,500.00	\$10,500.00	\$23,000.00	\$23,000.00	\$31,212.11	\$31,212.11	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$34,301.27	\$34,301.27	\$75,000.00	\$75,000.00
1-15	4'x4' Type "Y" Drop Inlet	EA	1	7,200.00	\$7,200.00	\$9,529.94	\$9,529.94	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$12,600.00	\$12,600.00	\$9,879.79	\$9,879.79	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$15,569.88	\$15,569.88	\$15,000.00	\$15,000.00
1-16	20' Curb Inlet	EA	3	12,000.00	\$36,000.00	\$16,628.67	\$49,886.01	\$17,300.00	\$51,900.00	\$3,000.00	\$9,000.00	\$15,200.00	\$45,600.00	\$15,177.73	\$45,533.19	\$12,500.00	\$37,500.00	\$13,500.00	\$40,500.00	\$16,157.11	\$48,471.33	\$25,000.00	\$75,000.00
1-17	Plug on 60" RCP	EA	1	1,000.00	\$1,000.00	\$1,081.14	\$1,081.14	\$1,800.00	\$1,800.00	\$300.00	\$300.00	\$2,750.00	\$2,750.00	\$7,111.86	\$7,111.86	\$3,500.00	\$3,500.00	\$1,350.00	\$1,350.00	\$1,503.93	\$1,503.93	\$2,000.00	\$2,000.00
1-18	Plug Opening of Existing Inlet	LS	1	1,200.00	\$1,200.00	\$796.73	\$796.73	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,161.46	\$5,161.46	\$2,000.00	\$2,000.00	\$1,550.00	\$1,550.00	\$1,603.92	\$1,603.92	\$1,000.00	\$1,000.00
1-19	Site Grading	LS	1	12,000.00	\$12,000.00	\$18,012.93	\$18,012.93	\$18,700.00	\$18,700.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$27,904.09	\$27,904.09	\$5,000.00	\$5,000.00	\$16,500.00	\$16,500.00	\$63,689.62	\$63,689.62	\$15,000.00	\$15,000.00
1-20	Embankment	CY	60	15.00	\$900.00	\$151.25	\$9,075.00	\$100.00	\$6,000.00	\$120.00	\$7,200.00	\$50.00	\$3,000.00	\$29.00	\$1,740.00	\$100.00	\$6,000.00	\$75.00	\$4,500.00	\$209.22	\$12,553.20	\$200.00	\$12,000.00
1-21	Unclassified Excavation	CY	205	35.00	\$7,175.00	\$48.04	\$9,848.20	\$50.00	\$10,250.00	\$20.00	\$4,100.00	\$60.00	\$12,300.00	\$22.00	\$4,510.00	\$50.00	\$10,250.00	\$35.00	\$7,175.00	\$77.67	\$15,922.35	\$60.00	\$12,300.00
1-22	Non Destructive Utility Locate(s)	EA	1	1,000.00	\$1,000.00	\$3,508.02	\$3,508.02	\$7,500.00	\$7,500.00	\$750.00	\$750.00	\$7,500.00	\$7,500.00	\$4,683.50	\$4,683.50	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$6,121.58	\$6,121.58	\$15,000.00	\$15,000.00
1-23	Concrete Flume	SY	211	180.00	\$37,980.00	\$153.97	\$32,487.67	\$90.00	\$18,990.00	\$120.00	\$25,320.00	\$200.00	\$42,200.00	\$75.00	\$15,825.00	\$100.00	\$21,100.00	\$185.00	\$39,035.00	\$101.57	\$21,431.27	\$300.00	\$63,300.00
1-24	Concrete Curb Wall at Flume	CY	13	1,600.00	\$20,800.00	\$1,403.73	\$18,248.49	\$1,600.00	\$20,800.00	\$300.00	\$3,900.00	\$1,100.00	\$14,300.00	\$484.25	\$6,295.25	\$500.00	\$6,500.00	\$450.00	\$5,850.00	\$998.06	\$12,974.78	\$490.00	\$6,370.00
1-25	Standard 6" Concrete Curb at Flume	LF	70	40.00	\$2,800.00	\$55.94	\$3,915.80	\$15.00	\$1,050.00	\$90.00	\$6,300.00	\$30.00	\$2,100.00	\$101.76	\$7,123.20	\$100.00	\$7,000.00	\$110.00	\$7,700.00	\$51.93	\$3,635.10	\$70.00	\$4,900.00
1-26	Concrete Apron	SY	7	150.00	\$1,050.00	\$223.74	\$1,566.18	\$125.00	\$875.00	\$160.00	\$1,120.00	\$200.00	\$1,400.00	\$240.68	\$1,684.76	\$300.00	\$2,100.00	\$650.00	\$4,550.00	\$270.03	\$1,890.21	\$350.00	\$2,450.00
1-27	Post Guard 4" Removable Pipe																						

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.

FM Utilities, LLC
Midlothian, TX United States

Certificate Number:
2024-1143906

Date Filed:
04/09/2024

Date Acknowledged:
04/09/2024

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

City of Colleyville

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

ENG-2024-009
Drainage improvements project.

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

1 of 1



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

March 6, 2024
Proposal No.: P24-0310C

Mr. Earl A. Escobar, P.E.
Public Works Project Engineer
City of Colleyville
100 Main Street
Colleyville, Texas 76034

**Subject: Construction Materials Testing Services
Drainage Improvements for Pecan Park Estates
Colleyville, Texas**

Dear Mr. Escobar:

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above referenced project. We understand we have been selected based on qualifications in accordance with the Professional Services Procurement Act.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Earthwork:
 - ◆ Storm Drain Open Cut Backfill
 - ◆ Waterline Relocation Open Cut Backfill
- ◆ Concrete:
 - ◆ Inlets and Aprons
 - ◆ Curb and Gutter
 - ◆ Curb Walls
 - ◆ Flumes
 - ◆ Paving Panel Replacement
- ◆ Asphalt:
 - ◆ Pavement Cut Out Patches



Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
3020 Wichita Court • Fort Worth, Texas 76140
Tel: 817-595-4565 • Fax: 817-595-1033 • www.aggengr.com



SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated February 6, 2024, and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/ 10,000 square feet for paving areas, 1/2,500 square feet for building areas, 1/ 2,500 square feet for select fill, 1/300 linear feet for utilities, 1/100 linear feet for beam and footing areas, with a minimum of 2 tests per lift per area

Inspections and Testing for Concrete Construction

- Perform reinforcing steel inspection prior to concrete placement (generally the same day unless scope of pour deemed too large by AGG) for conformance with project plans and reviewed shop drawings
- During concrete pours, for each intended use, AGG shall sample concrete from the first concrete truck on each day of concrete pouring and a minimum of one truck every 150 cubic yards thereafter.
- Perform testing and inspections during concrete placements, which will include:
 - collect a copy of the batch ticket and verify mix design matches reviewed submittal
 - collect a sample in accordance with ASTM C172
 - perform slump test in accordance with ASTM C143
 - perform air content test in accordance with ASTM C231 or ASTM C173
 - perform unit weight test in accordance with ASTM C138
 - record concrete temperature in accordance with ASTM C1064
 - fabricate cylinders molded and standard-cured in accordance with ASTM C31; either four 6" x 12" or five 4" x 8"
 - perform compression testing in accordance with ASTM C39

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$16,525.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The City of Colleyville and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.



Please indicate your approval of the proposal by signing below acceptance form and returning. Any modifications to the attached language must be accepted by both parties.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,
Alliance Geotechnical Group

Alex Cionca

Alex C. Cionca, CET
Project Manager

A stylized, handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

Michael T. Anthony, E.I.T.
Project Manager

Attachments: Fee Schedule
Estimated Quantities
Acceptance Form
Remarks

Alliance Geotechnical Group
PROJECT DATA SHEET - BUDGET
Pecan Park Estates (P24-0310C)

Concrete

1000	Concrete Technician	48.00 @	\$60.00	\$2,880.00
1008	Concrete Test Cylinder Pick Up Charge	10.00 @	\$225.00	\$2,250.00
ASTM C39	Compressive Strength of Cylindrical Concrete Specimens	48.00 @	\$30.00	\$1,440.00

Concrete Budget: \$6,570.00

Asphalt

1600	HMAC Inspection, Roadway Level 1B	8.00 @	\$85.00	\$680.00
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Asphalt Budget: \$680.00

Misc

1306	Senior Project Manager	15.00 @	\$150.00	\$2,250.00
1322	Vehicle Trip Charge	22.00 @	\$60.00	\$1,320.00

Misc Budget: \$3,570.00

Soils

1400	Nuclear Gauge Certified Technician to Perform Soils Density Testing	48.00 @	\$70.00	\$3,360.00
1408	Material Sampling for In-Lab Testing	4.00 @	\$70.00	\$280.00
ASTM D1140	Material in Soils Finer than No. 200 Sieve	3.00 @	\$75.00	\$225.00
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils	3.00 @	\$75.00	\$225.00
ASTM D6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	40.00 @	\$25.00	\$1,000.00
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort	3.00 @	\$205.00	\$615.00

Soils Budget: \$5,705.00

Total Budget: \$16,525.00



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of the invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for "RUSH" Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with the client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O.

All reports are available online via user login at www.alliancerpts.com

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule calls made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on-site at the desired time. Dispatch phone number is 817-595-4565. Note: You must reference Alliance's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of the contract price plus \$50.00, whichever is greater.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications, or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.

Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 4/16/2024

Number Resolution R-24-4929

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with Tellus Consulting, for the Preston Manor Project, in an amount not to exceed \$95,886.77, a contingency amount not to exceed \$20,000.00, and a materials testing amount not to exceed \$5,750.00, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

On September 19, 2023, the City Council approved Resolution R-23-4876, adopting the Capital Improvement Program (CIP) Fiscal Year 2024-2028. The CIP includes \$95,000 for the Preston Manor Project.

Low water pressure is being experienced throughout the Preston Manor Subdivision. The project includes switching the primary water feed to a higher pressure plane. The check valve installation associated with this item will provide for two feeds during an emergency.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March 3, 10, 17, 24, and 31, 2024. 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 55 plan holders, of which 20 were general contractors, 8 sub-contractors, 14 suppliers, 4 plan rooms, 6 others, 2 manufacturers, and 1 engineer.

The City received five responsive sealed bids, which were opened and publicly read aloud on April 2, 2024.

Financial Impact

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

Recommendation

Approve

Attachments

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

CONSTRUCTION SERVICES AGREEMENT
PRESTON MANOR VALVE VAULT
(Bid #ENG-2024-010)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Tellus Services, LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, 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 Preston Manor Valve Vault (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-2024-010;
 - (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 FIFTEEN THOUSAND, EIGHT HUNDRED AND EIGHTY-SIX DOLLARS AND SEVENTY-SEVEN CENTS (\$115,886.77) ("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 ninety (90) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before ninety (90) calendar days following the date of City's written notice to proceed to Contractor.

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

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

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500.00 per day, 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: TELLUS SERVICES, LLC By: _____ Joshua Coonrod Area Manager 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> Tellus Services, LLC Attn: Joshua Coonrod, Area Manager P.O. Box 53136 Midland, Texas 79710 E: joshua@tellusservices.com

GovDox Colleyville Contract ID:
CSA_ED_April 16, 2024_Rev20230112

City of Colleyville Preston Manor Check Valve

ID: ENG-2024-010

Bid Tabulation April 2, 2024

Item	Description	Unit	QTY	Tellus Consulting		Willco Underground LLC.		Rey-Mar Construction		Acadia Services LLC		Canary Construction, Inc.	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	Mobilization	LS	1.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
2	Demolition, excavation, and subgrade preparation as required for construction of the auto flusher assembly and the check valve vault, for the lump sum of:	LS	1.00	\$14,481.13	\$14,481.13	\$25,000.00	\$25,000.00	\$9,500.00	\$9,500.00	\$22,000.00	\$22,000.00	\$15,600.00	\$15,600.00
3	Furnish and install flowable backfill, complete in place, for the cost per cubic yard of:	CY	20.00	\$318.60	\$6,372.00	\$650.00	\$13,000.00	\$200.00	\$4,000.00	\$375.00	\$7,500.00	\$300.00	\$6,000.00
4	Furnish and install the auto flusher assembly, complete in place, for the cost per each of:	EA	1.00	\$8,616.81	\$8,616.81	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00	\$23,000.00	\$23,000.00	\$70,000.00	\$70,000.00
5	Furnish and install the 2" Endotrace HDPE piping including service saddle, valve box, 2" angle valve, meter box, bends, fittings, joint restraints, thrust blocking, embedment, backfill, and all necessary appurtenances, complete in place, for the cost per linear foot of:	LF	20.00	\$50.00	\$1,000.00	\$650.00	\$13,000.00	\$550.00	\$11,000.00	\$1,295.00	\$25,900.00	\$320.00	\$6,400.00
6	Furnish and install the precast check valve vault and hatch, backfill, and all necessary appurtenances, complete in place, for the cost per each of:	EA	1.00	\$14,579.51	\$14,579.51	\$21,500.00	\$21,500.00	\$51,400.00	\$51,400.00	\$29,000.00	\$29,000.00	\$25,000.00	\$25,000.00
7	Furnish and install the 8" swing check valve, complete in place, for the cost per each of:	EA	1.00	\$5,543.00	\$5,543.00	\$12,500.00	\$12,500.00	\$6,207.00	\$6,207.00	\$23,000.00	\$23,000.00	\$70,000.00	\$70,000.00

Item	Description	Unit	QTY	Tellus Consulting		Willco Underground LLC.		Rey-Mar Construction		Acadia Services LLC		Canary Construction, Inc.	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
8	Furnish and install the 8" gate valves, complete in place, for the cost per each of:	EA	2.00	\$3,268.08	\$6,536.16	\$3,000.00	\$6,000.00	\$3,300.00	\$6,600.00	\$8,100.00	\$16,200.00	\$6,000.00	\$12,000.00
9	Furnish and install the 8" restrained unions, complete in place, for the cost per each of:	EA	2.00	\$3,618.08	\$7,236.16	\$2,250.00	\$4,500.00	\$1,250.00	\$2,500.00	\$6,800.00	\$13,600.00	\$4,000.00	\$8,000.00
10	Furnish and install the 8" ductile iron piping including pressure gauge assemblies with ball valves, bends, fittings, joint restraints, thrust blocking, embedment, backfill, and all necessary appurtenances, complete in place, for the cost per linear foot of:	LF	20.00	\$400.00	\$8,000.00	\$180.00	\$3,600.00	\$930.00	\$18,600.00	\$220.00	\$4,400.00	\$256.00	\$5,120.00
11	Pavement and sidewalk repair, including backfill and compaction, complete in place, for the cost per square foot of:	SF	200.00	\$45.11	\$9,022.00	\$35.00	\$7,000.00	\$45.00	\$9,000.00	\$93.00	\$18,600.00	\$30.00	\$6,000.00
12	Furnish and install grass seed, sod, and mulch, complete in place, for the cost per square foot of:	SF	4,000.00	\$0.20	\$800.00	\$5.00	\$20,000.00	\$5.00	\$20,000.00	\$4.00	\$16,000.00	\$4.00	\$16,000.00
13	Traffic control, for the lump sum of:	LS	1.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$7,700.00	\$7,700.00	\$9,500.00	\$9,500.00	\$1,500.00	\$1,500.00
14	Erosion control, for the lump sum of:	LS	1.00	\$950.00	\$950.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
15	Trench safety system, design and implementation as required by the Occupational Safety and Health Administration, for the cost per linear foot of:	LF	250.00	\$1.00	\$250.00	\$10.00	\$2,500.00	\$7.00	\$1,750.00	\$2.00	\$500.00	\$2.00	\$500.00
Sub Totals					\$95,886.77		\$169,600.00		\$171,757.00		\$221,000.00		\$251,620.00
16	Owner's Contingency	LS	20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
Grand Total Including Contingency					\$115,886.77		\$189,600.00		\$191,757.00		\$241,000.00		\$271,620.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Tellus Services
Midland, TX United States

Certificate Number:
2024-1143076

Date Filed:
04/05/2024

Date Acknowledged:
04/09/2024

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

City of Colleyville

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

ENG-2024-010
Utility Construction

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

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City of Colleyville

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ENG-2024-010
Utility Construction

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.



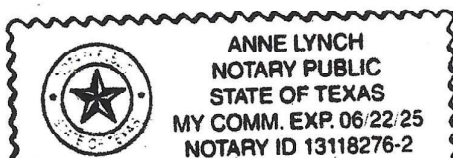
6 UNSWORN DECLARATION

My name is Joshua Coonrod, and my date of birth is 11/15/1987.

My address is 1117 Reata Dr (street), Weatherford (city), TX (state), 76087 (zip code), US (country).

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

Executed in Midland County, State of Texas, on the 5th day of April, 20 24.
(month) (year)



Anne Lynch

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number

Agenda Date 4/16/2024

Type Report

Department Finance

Title

Monthly Financial Report - March 2024

Explanation

Finance Director Matt Poston will present the monthly financial report for March 2024.

Attachments

1. Monthly Financial Report March 2024 Presentation
2. March 2024 Monthly Budget vs Actual Report

Monthly Financial Report March 2024

City Council Meeting
April 16, 2024

General Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 28,554,942	\$ 22,945,142	80.4%	\$ 22,443,227	85.6%
Expenditures	27,263,762	13,584,505	49.8%	11,822,296	46.7%
Total	\$ 1,291,180	\$ 9,360,637		\$ 10,620,931	

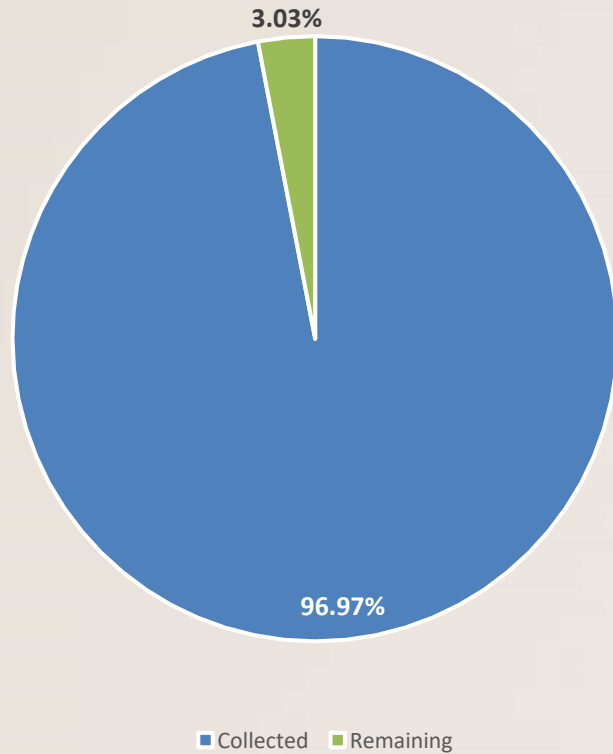
% of year Completed: 50.0%

% of Budget Spent: 49.8%

Property Tax Collections



Cummulative Collections vs. Budget



FY 23/24 Rate:

- M&O – \$0.251399
- I&S – \$0.009593

Total Rate –
\$0.260991/\$100

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Current Taxes	\$ 17,032,634	\$ 16,516,880	97.0%	\$ 15,205,673	96.4%

Sales Tax: Ten-Year History



Fiscal Year	City Collections	% Change
2013/14	\$3,351,728	9.04%
2014/15	3,456,800	3.13%
2015/16	3,727,508	7.83%
2016/17	3,750,749	0.62%
2017/18	3,898,740	3.95%
2018/19	3,889,583	-0.23%
2019/20	4,200,061	7.98%
2020/21	4,787,850	13.99%
2021/22	5,175,384	8.09%
2022/23	5,275,999	1.94%

10-year Change: \$1,924,271
Compound Annual Growth Rate: 5.17%

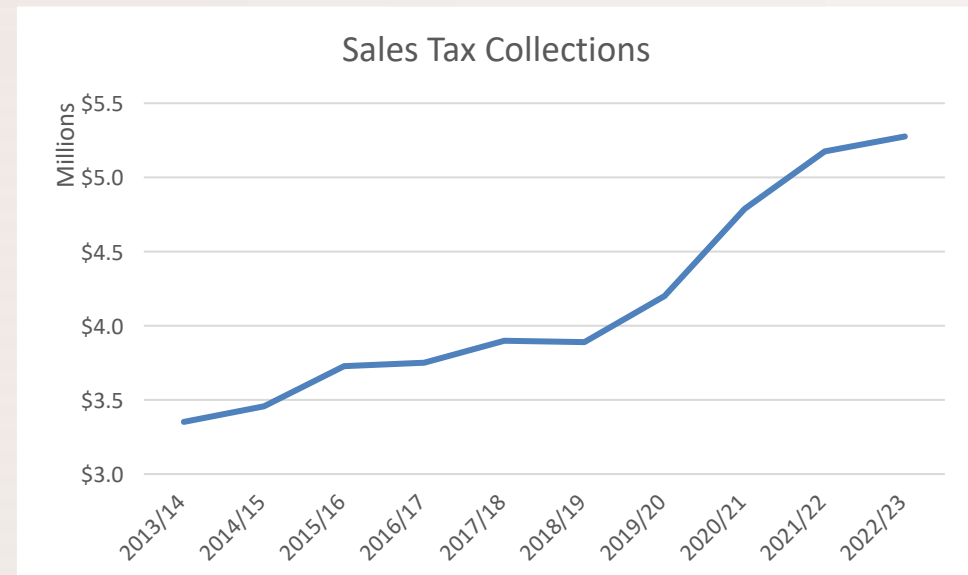
City collections (1.00%) only, includes year-end audit adjustment for accrual

Sales Tax Rate:

- State – 6.25%
- City – 1.00%
- CCCPD – 0.50%
- CEDC – 0.50%

Total Rate – 8.25%

The total local portion of sales tax cannot exceed 2.00%.

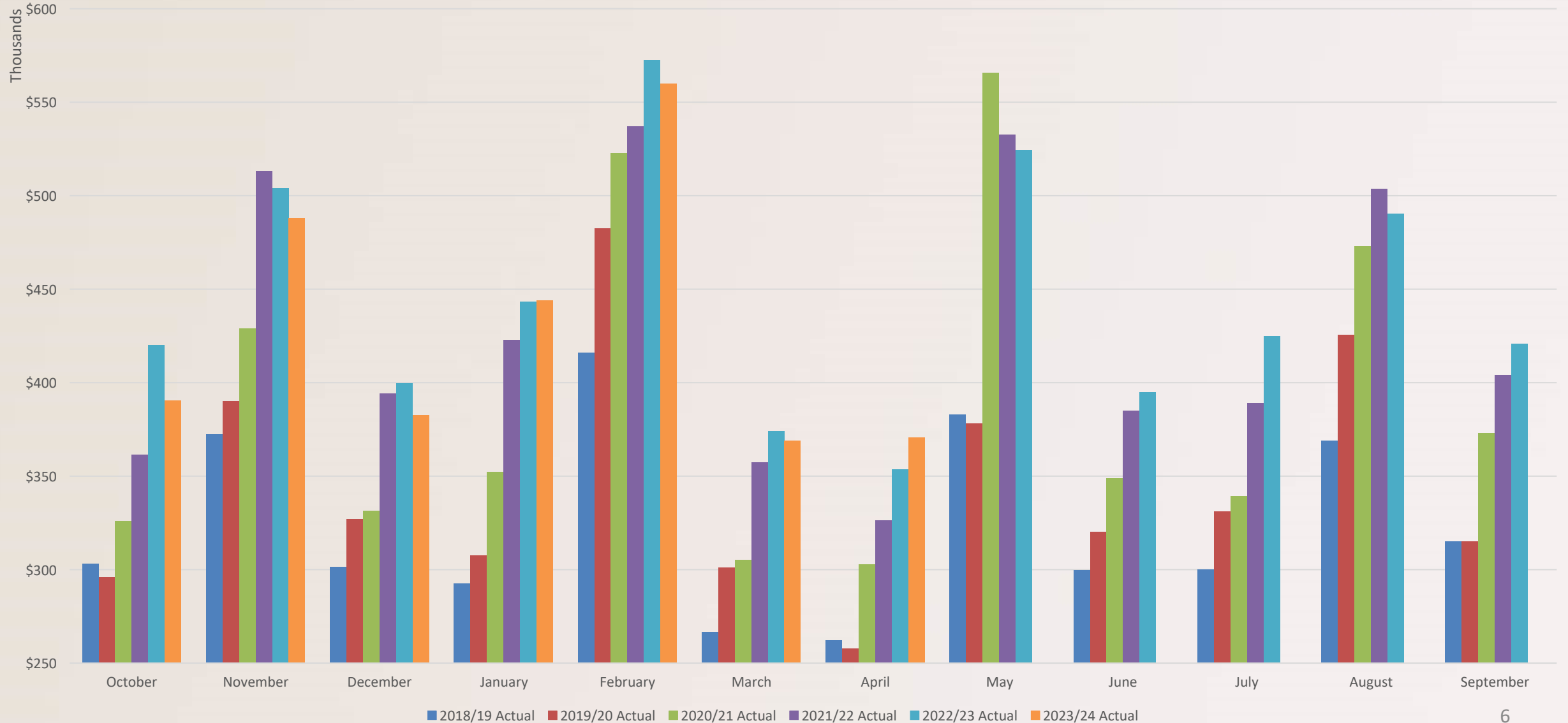


Sales Tax: Current Year Collections



Collections Month	Sales Month	2022/23 Actual	2023/24 Actual	Increase/ (Decrease)	% Change
October	August	\$ 419,885	\$ 390,305	\$ (29,580)	-7.0%
November	September	503,899	488,030	(15,869)	-3.1%
December	October	399,505	382,458	(17,047)	-4.3%
January	November	443,160	443,954	794	0.2%
February	December	572,573	559,919	(12,654)	-2.2%
March	January	374,024	368,924	(5,100)	-1.4%
April	February	353,491	370,650	17,159	4.9%
Total		\$ 3,066,538	\$ 3,004,240	\$ (62,298)	-2.0%

Sales Tax: Comparative Collections



Sales Tax: Benchmark (April Collections)



	Net Payment This Period		Comparable Payment PY		% Change	Payment YTD		PY Payment YTD	% Change	
Bedford	\$	1,286,341	\$	1,141,989	12.64%	\$	5,340,245	\$	5,178,382	3.13%
Colleyville		555,697		529,972	4.85%		2,613,864		2,613,566	0.01%
Eules		1,754,604		1,732,074	1.30%		7,850,493		8,179,036	-4.02%
Grapevine		4,751,068		4,145,803	14.60%		21,507,696		19,624,880	9.59%
Hurst		1,324,233		1,395,576	-5.11%		6,402,287		6,536,455	-2.05%
Keller		1,167,652		1,120,363	4.22%		5,265,117		5,190,264	1.44%
North Richland Hills		1,453,085		1,406,841	3.29%		6,744,181		6,577,962	2.53%
Southlake		2,752,819		2,710,605	1.56%		13,560,985		13,767,940	-1.50%

Note: Colleyville Collections above include both City General Fund and CEDC collections

Utilities Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 24,102,616	\$ 9,033,051	37.5%	\$ 8,262,678	42.9%
Expenditures	24,102,616	9,047,287	37.5%	7,504,286	38.7%
Total	\$ -	\$ (14,236)		\$ 758,392	

% of year Completed: 50.0%

% of Budget Spent: 37.5%

TRA			City		
	FY 23/24 Budget	FY 23/24 YTD		FY 23/24 Budget	FY 23/24 YTD
Revenues	\$ 19,889,768	\$ 6,730,861	Revenues	\$ 4,212,848	\$ 2,302,190
Expenditures	19,889,768	6,551,545	Expenditures	\$ 4,212,848	2,495,742
Total	\$ -	\$ 179,316		\$ -	\$ (193,553)

Drainage Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 1,482,143	\$ 747,641	50.4%	\$ 522,791	50.0%
Expenditures	738,386	358,451	48.5%	307,081	42.6%
Total	\$ 743,757	\$ 389,190		\$ 215,710	

% of year Completed: 50.0%
 % of Budget Spent: 48.5%

Hotel Tax (HOT) Fund Performance



	FY 23/24 Budget		FY 23/24 YTD		% of Budget	FY 22/23 YTD		FY 22/23 % of Budget
Revenues	\$	202,000	\$	56,654	28.0%	\$	44,833	16.3%
Expenditures		188,532		103,466	54.9%		139,018	50.8%
Total	\$	13,468	\$	(46,812)		\$	(94,186)	

% of year Completed: 50.0%

% of Budget Spent: 54.9%

Debt Service Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 1,238,871	\$ 1,191,488	96.2%	\$ 589,157	96.8%
Expenditures	1,235,460	899,535	72.8%	628,410	81.7%
Total	\$ 3,411	\$ 291,954		\$ (39,253)	

% of year Completed: 50.0%

% of Budget Spent: 72.8%

Questions?



- For questions or comments regarding this presentation, please contact:

Matthew Poston

Director of Finance

City of Colleyville, TX

mposton@Colleyville.com

817-503-1014

MEMO



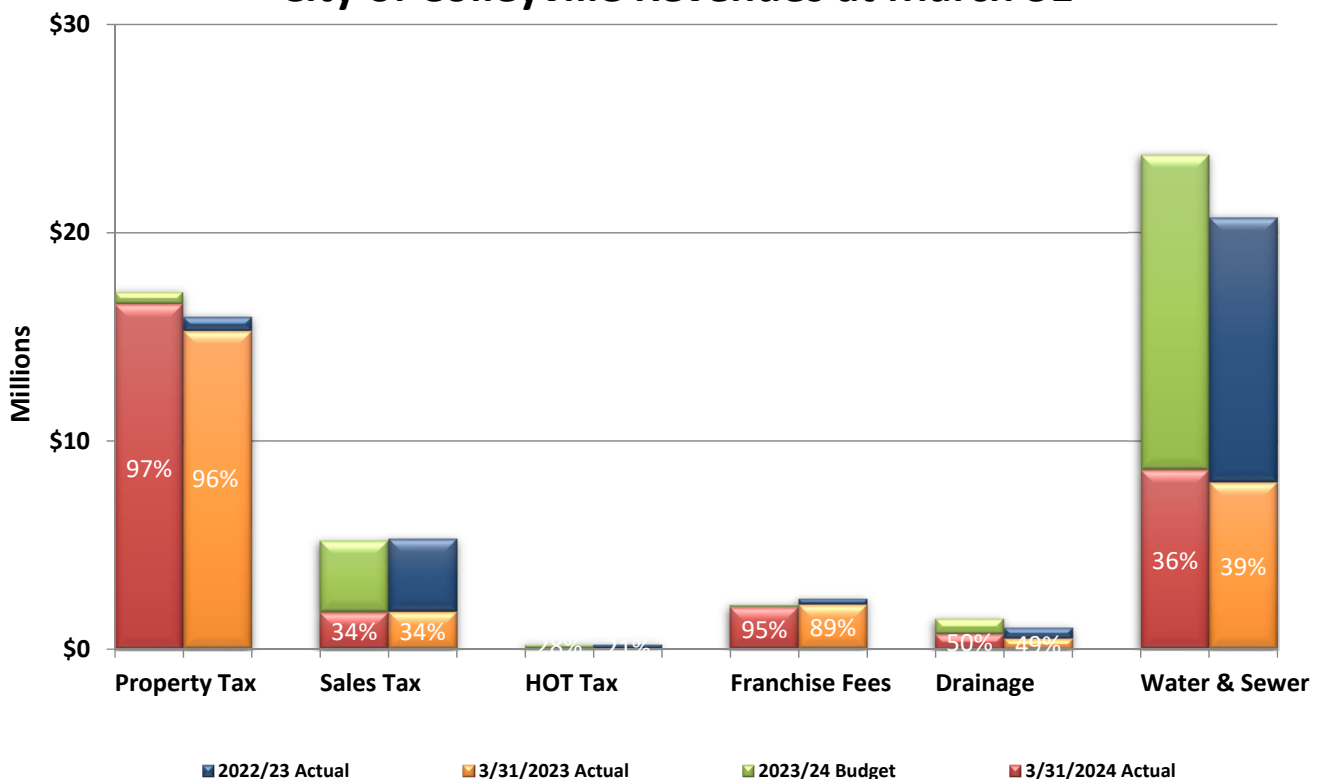
To: Mayor and City Council
From: Matthew Poston, Director of Finance
Date: April 10, 2024
Subject: Monthly Budget vs. Actual as of 3/31/24

Below is a summary of the budget vs. actual for the City of Colleyville for fiscal year 2023/24 through March.

Major Revenue Outlines:

- Property taxes – Collected 96.6% of the fiscal year's total budget, amounting to \$16.5 million.
- Sales tax – Collections for April (reflecting February purchases) are up 4.85% year-over-year.
- Hotel Occupancy tax – Achieved 28.3% of the fiscal year's budget, totaling \$57 thousand.
- Franchise fees – Garnered 95.2% of the fiscal year's total budget, equaling \$2.0 million.
- Water and Sewer sales – Collections stand at 36.3% of the fiscal year's budget, reaching \$8.6 million.
- Drainage fees – Achieved 49.6% of the fiscal year's budget, with total collections at \$722 thousand.

City of Colleyville Revenues at March 31



Expenditure Updates:

- General Fund – Expenditures amount to \$13.6 million or 49.8% of the annual budget. This is in line with the 50% progression of the fiscal year, indicating on-target spending.
- Utilities Fund – Expenditures total \$9.0 million or 37.5% of the annual budget, marking spending below expectations given the fiscal year's progression.
- Drainage Fund – Expenditures are at \$358 thousand or 48.5% of the annual budget, aligning closely with the fiscal timeline.

Enclosed for your review is a copy of the monthly report. Please feel free to reach out should you have any questions or require further information.

City of Colleyville
Monthly Budget vs Actual Report
March 31, 2024

	FY 2023/24				FY 2022/23				
	Annual Budget	Actual Thru Mth	Variance Annual	% of Annual Bdg	Annual Actual	Actual Thru Mth	Variance Annual	% of Annual Act	% chg from PY
General Fund									
Current Taxes	17,032,634	16,516,880	515,754	97.0%	15,801,000	15,205,673	595,327	96.2%	8.6%
Delinquent	30,000	(217)	30,217	-0.7%	48,969	18,953	30,016	38.7%	-101.1%
P&I	60,000	31,785	28,215	53.0%	79,873	26,115	53,758	32.7%	21.7%
Property Tax Total	17,122,634	16,548,448	574,186	96.6%	15,929,842	15,250,741	679,101	95.7%	8.5%
Sales Tax	5,180,876	1,755,255	3,425,622	33.9%	5,275,999	1,789,262	3,486,737	33.9%	-1.9%
Oncor Electric	900,000	913,190	(13,190)	101.5%	932,573	929,827	2,746	99.7%	-1.8%
Tri-County Electric	140,000	191,546	(51,546)	136.8%	182,874	182,874	-	100.0%	4.7%
Atmos Gas	455,000	629,385	(174,385)	138.3%	678,419	678,419	-	100.0%	-7.2%
AT&T	15,000	6,065	8,935	40.4%	13,461	7,067	6,394	52.5%	-14.2%
Verizon/Others	12,000	5,289	6,711	44.1%	10,235	4,798	5,437	46.9%	10.2%
Refuse/Recycling	250,000	133,248	116,752	53.3%	303,788	126,737	177,050	41.7%	5.1%
Cable TV	325,000	116,746	208,254	35.9%	261,357	181,583	79,774	69.5%	-35.7%
Network Nodes	-	250	(250)	0.0%	250	250	-	100.0%	0.0%
Franchise Fees	2,097,000	1,995,719	101,281	95.2%	2,382,957	2,111,555	271,402	88.6%	-5.5%
GF Revenues	28,554,942	22,945,142	5,609,800	80.4%	28,188,285	22,443,227	5,745,057	79.6%	2.2%
GF Expenditures	27,263,762	13,584,505	13,679,257	49.8%	28,188,285	11,822,296	16,365,988	41.9%	14.9%
Utilities Fund									
Water - Base Rate	2,190,683	1,055,364	1,135,319	48.2%	2,171,138	997,111	1,174,028	45.9%	5.8%
Sewer - Base Rate	1,628,164	819,690	808,474	50.3%	1,566,422	795,230	771,192	50.8%	3.1%
Water - Volumetric Rate	16,027,206	4,813,205	11,214,001	30.0%	13,114,292	4,169,265	8,945,026	31.8%	15.4%
Sewer - Volumetric Rate	3,862,562	1,917,656	1,944,907	49.6%	3,854,630	2,041,663	1,812,967	53.0%	-6.1%
Water & Sewer	23,708,616	8,605,916	15,102,700	36.3%	20,706,483	8,003,269	12,703,214	38.7%	7.5%
Utilities Revenues	24,102,616	9,033,051	15,069,565	37.5%	22,927,765	8,262,678	14,665,087	36.0%	9.3%
Utilities Expenditures	24,102,616	9,047,287	15,055,329	37.5%	22,927,765	7,504,286	15,423,479	32.7%	20.6%
Debt Service Fund									
Current Taxes	1,209,871	630,193	579,678	52.1%	591,984	569,680	22,304	96.2%	10.6%
Delinquent	2,000	49	1,951	2.4%	2,172	987	1,185	45.4%	-95.1%
P&I	2,000	1,247	753	62.3%	3,171	1,145	2,027	36.1%	8.9%
Property Tax Total	1,213,871	631,488	582,383	52.0%	597,327	571,811	25,515	95.7%	10.4%
DS Revenues	1,238,871	1,191,488	47,383	96.2%	630,722	589,157	41,565	93.4%	102.2%
DS Expenditures	1,235,460	899,535	335,925	72.8%	1,059,034	628,410	430,624	59.3%	43.1%
Drainage Fund									
Drainage Fee	1,457,143	722,276	734,867	49.6%	1,035,867	504,197	531,670	48.7%	43.3%
Drain Revenues	1,482,143	747,641	734,502	50.4%	1,075,984	522,791	553,193	48.6%	43.0%
Drain Expenditures	738,386	358,451	379,935	48.5%	1,075,984	307,081	768,903	28.5%	16.7%
Hotel Occupancy Tax (HOT) Fund									
HOT Tax	200,000	56,654	143,346	28.3%	211,461	43,833	167,628	20.7%	29.2%
HOT Revenues	202,000	56,654	145,346	28.0%	212,460	44,833	167,628	21.1%	26.4%
HOT Expenditures	188,532	103,466	85,066	54.9%	257,642	139,018	118,623	54.0%	-25.6%



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 4/16/2024

Number Ordinance O-24-2276

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit to allow for a fence on Lot 1, Block 1, Vankawala Residence Addition, located at 4910 Behrens Court, Case ZC24-002

Explanation

Second Reading and Public Hearing

The applicant was present and spoke in favor of the request. No one came forward during the public hearing to speak about the item.

First Reading and Public Hearing

Rajendra Vankawala, the applicant, has submitted a request for a Special Use Permit on Lot 1, Block 1, Vankawala Residence Addition, being approximately 0.86 acres, and zoned R-40 Single Family Residential. The SUP request is to allow a 6-foot wrought iron fence with masonry columns to be placed on the property line along Glade Road within the required street side yard setback.

Existing Conditions/Background: The subject property, 4910 Behrens Court, resides at the intersection of Glade Road and Behrens Court and has R-40 Single Family Residential zoning. The property currently has a single family home constructed in 2019.

SUP Request: The applicant is requesting approval of an SUP to allow for a wrought iron fence 6-feet in height with masonry columns 7-feet in height to be placed within the street side yard setbacks along Glade Road.

Ordinance – Section 3.26 Fences, Free Standing Walls, and Screening Materials Regulations of the Land Development Code establishes the maximum size and location of fencing to be permitted by staff on a residential lot:

"E. Fence and Free-Standing Wall Setback Requirement:

1. Front Yards: No fence or free standing wall greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction shall be located beyond the front façade of the primary residential structure.

d. Exceptions to front yard requirement: Lots containing a minimum of 40,000 square

feet, and subdivisions, shall be allowed to construct a perimeter fence within the front yard setback. Said fencing shall be no greater than eight (8) feet in height and shall have no greater than twenty-five (25) percent opaque construction within the front yard. Allowed construction materials shall be the same as paragraph '1.a' above. This exception shall not apply to properties zoned as a PUD district.

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 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."

Special Use Permit Provision: Any request for a building permit for a fence/wall which does not meet the criteria in this section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

Analysis: The applicant is making the request to add more privacy to their home and to be in line with the fence line along their neighbor's front yard. The fence being proposed would be a 6-foot tall iron fence with 7-foot tall masonry columns placed every 40-feet, and it would encroach in the street side yard setback. The fencing would be placed on the property line along Glade Road. The lot is 37,458 square feet in size, just under the threshold to qualify for the exemption that would allow a fence in this location.

Plat Status: The property is platted as Lot 1, Block 1, Vankawala Residence Addition.

DRC Review: The DRC met on February 12, 2024 and determined the case would be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north are zoned R-20 Single Family Residential and improved with single family homes. The properties to the east, west, and south are zoned R-40 Single Family Residential and improved with single family homes.

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

Staff Recommendation: Staff recommends denial of the requested SUP as it does not meet the technical requirements of the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their March 11, 2024 meeting by a vote of 6-0.

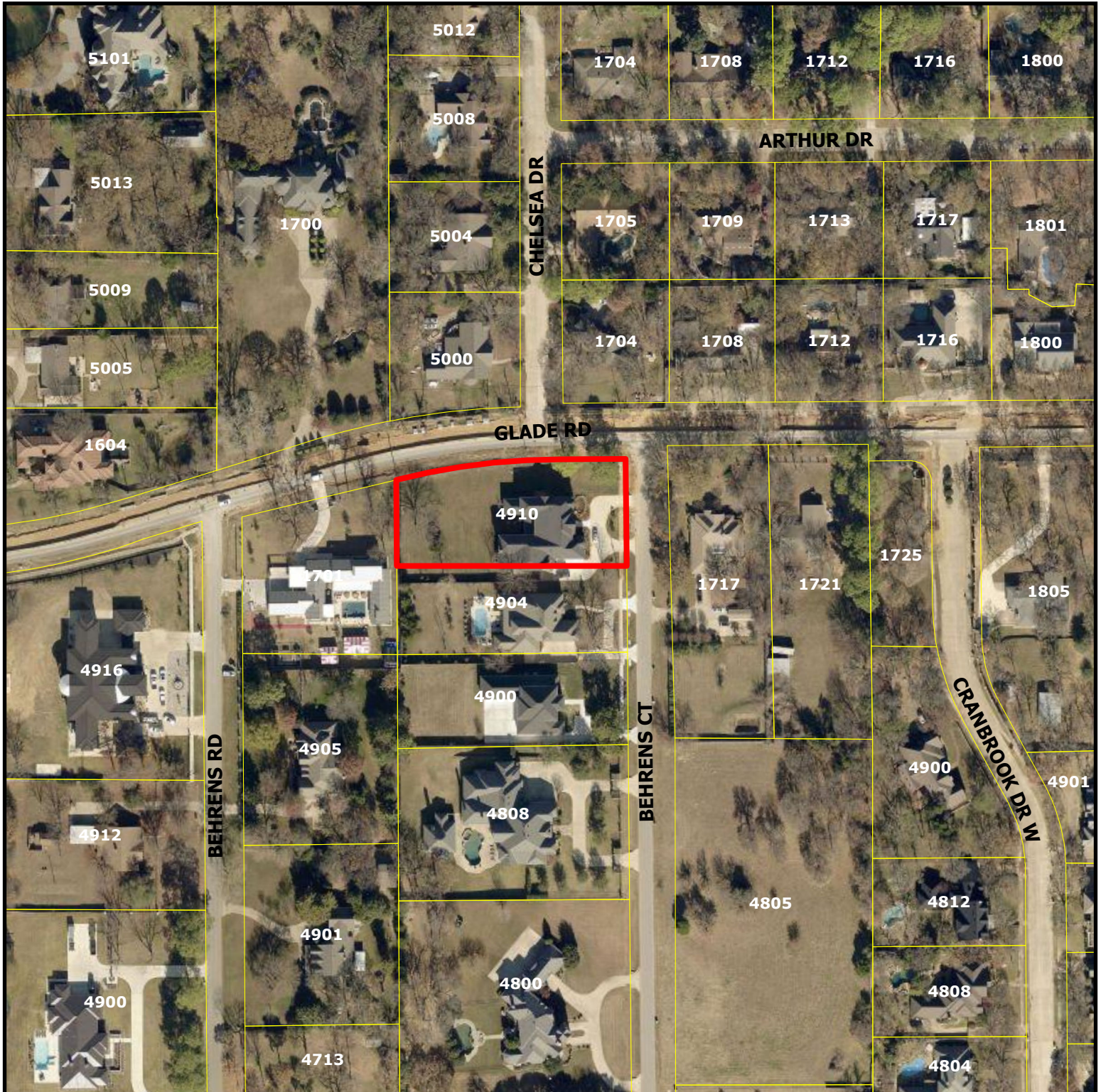
Recommendation

Denial

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Fence Exhibit
6. Notification Map
7. Notification List
8. Notification Letter
9. Ordinance O-24-2276

Aerial Map

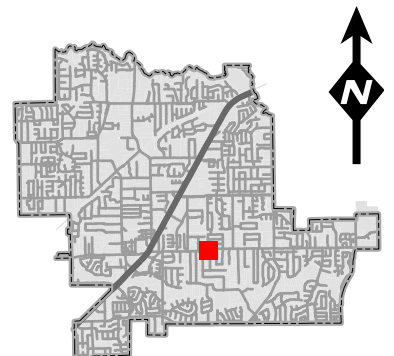


ZC24-002

4910 Behrens Ct

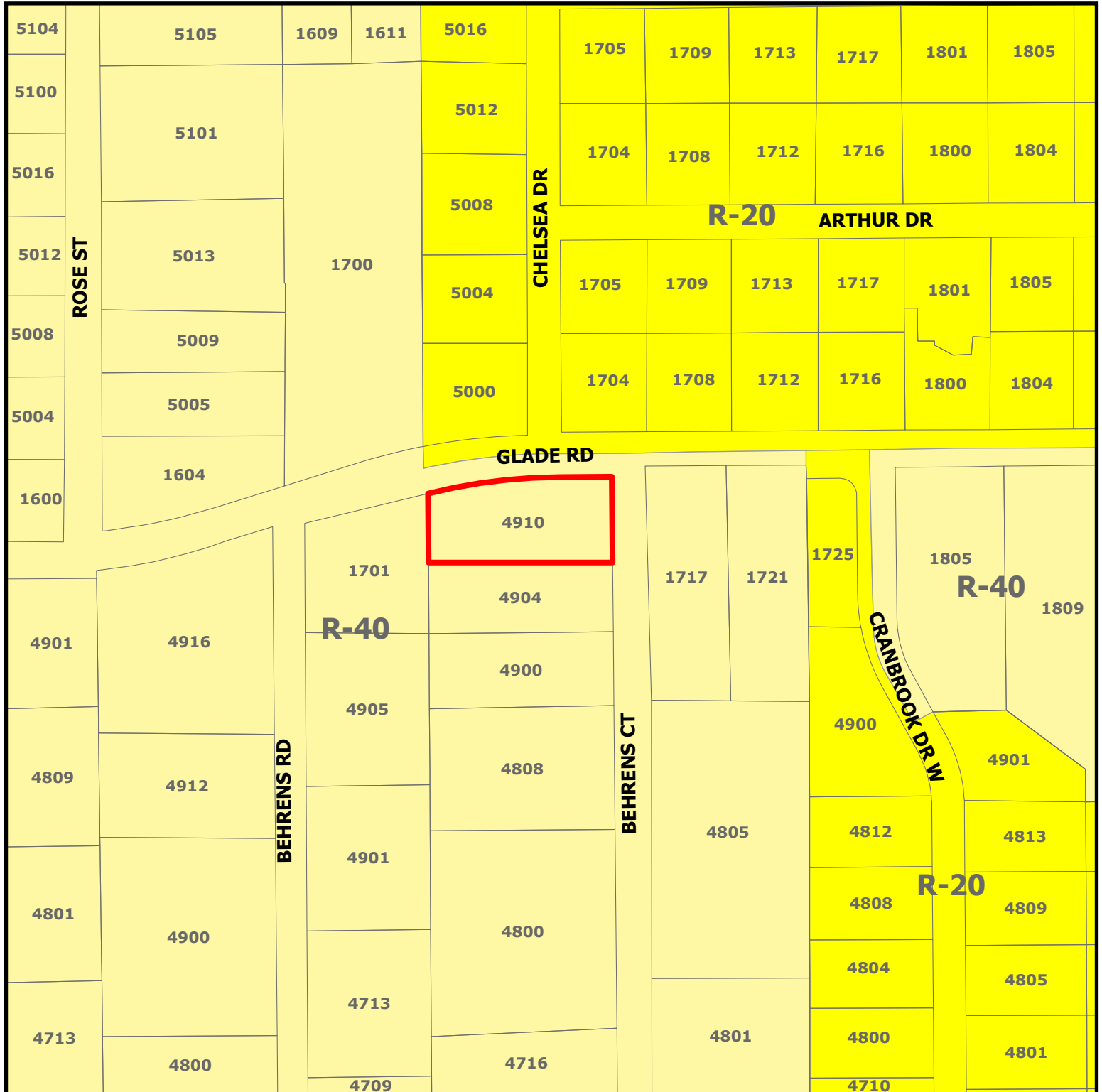


Subject Property



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.

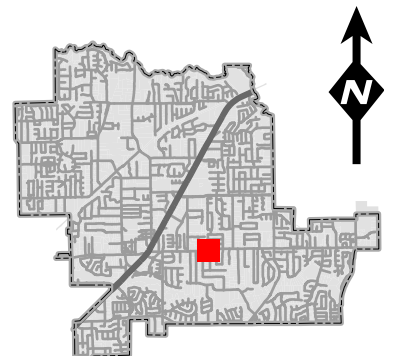
Zoning Map



ZC24-002

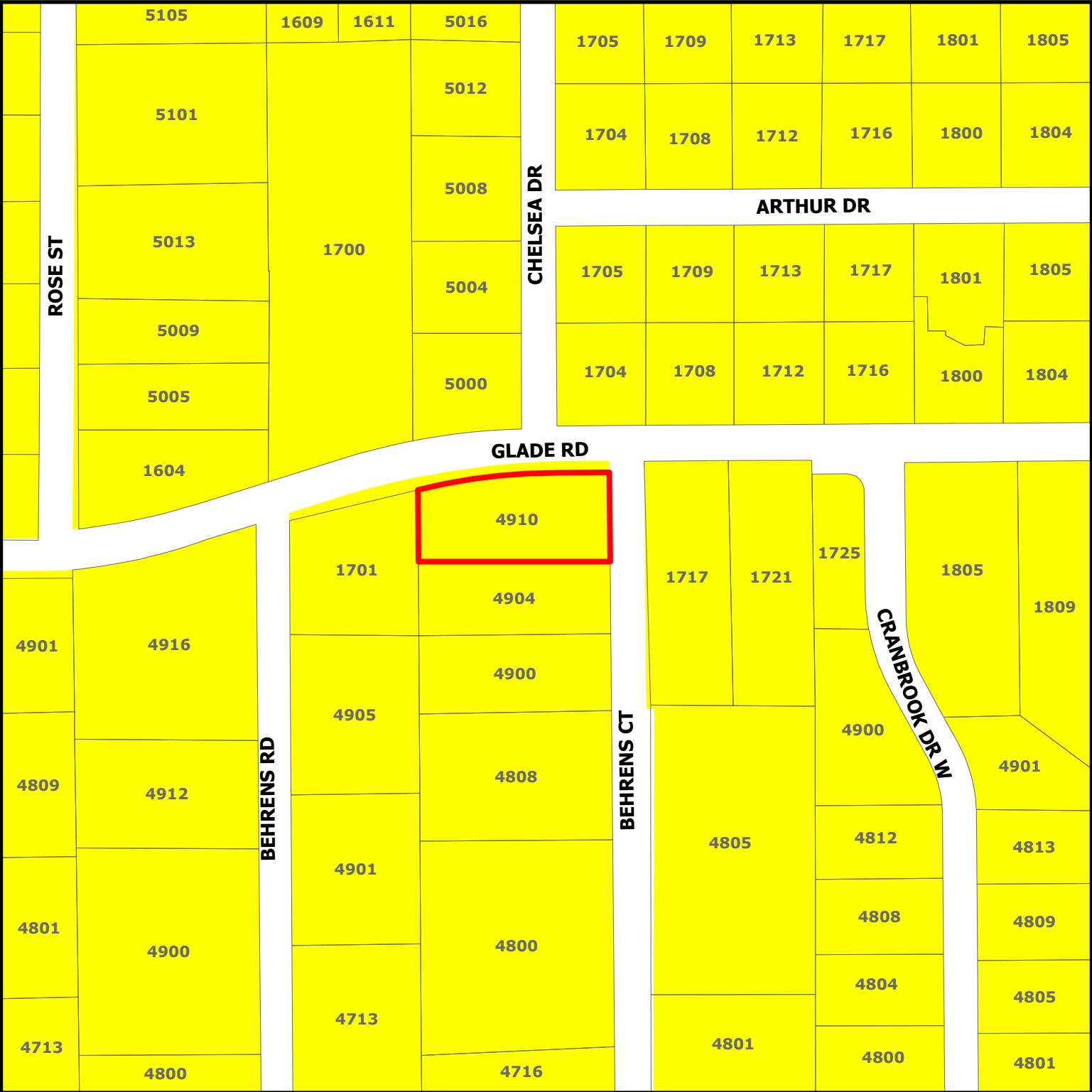
4910 Behrens Ct

Subject Property



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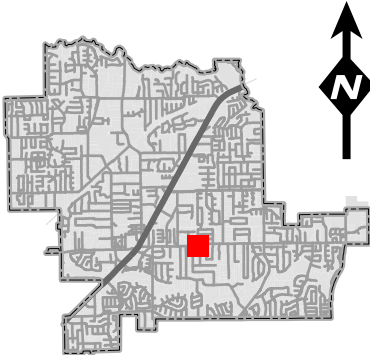
Future Land Use Map



ZC24-002
4910 Behrens Ct

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-  Residential
-  Subject Property



Reasons for fence on property line:

- Privacy
- Using the fence as a noise barrier from Glade Road is only effective from a further distance as it bounces sound away from home
- Do not want to lose more space on lot as we have already lost property to the Glade road expansion
- Majority of properties on Glade road have the fence on the property line
- Back neighbor's fence is on the property line therefore, it will disrupt the continuity of the fence line moving it in 20-30 ft
- Loss of property value if we can't install on property line because we would be exposing the remaining portion of the yard to Glade Road

[illegible]

CASTONE CAP



7'
STONE
COLUMNS

≈ 40' ON CENTER

6' W/ FENCE

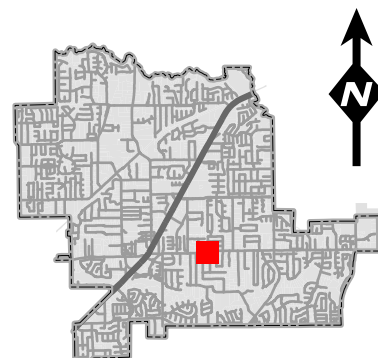
Notification Map



ZC24-002

4910 Behrens Ct

-  Parcels to be notified
-  Buffer
-  Subject Property



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Owner Name	Owner City	Owner Zip	Situs Address
PEAK, CAROLYN J	COLLEYVILLE, TX	76034	1708 GLADE RD
HARRINGTON, D NEAL	COLLEYVILLE, TX	76034	5012 CHELSEA DR
HUBBARD, MATTHEW	COLLEYVILLE, TX	76034	4808 BEHRENS CT
WINTERS, DAN L	COLLEYVILLE, TX	76034	5013 ROSE ST
BROWN, KATHARINE M	COLLEYVILLE, TX	76034	1709 ARTHUR DR
WORD, RAMIE	COLLEYVILLE, TX	76034	4900 BEHRENS RD
TANG, YUAN	COLLEYVILLE, TX	76034	1717 GLADE RD
LY, DUY	COLLEYVILLE, TX	76034	4900 BEHRENS CT
BANTA, STEVEN M	COLLEYVILLE, TX	76034	4904 BEHRENS CT
DICKINSON, SPENCER	COLLEYVILLE, TX	76034	1717 ARTHUR DR
OLENGUE, INNOCENT	COLLEYVILLE, TX	76034	5000 CHELSEA DR
DIDIER, RICHARD	COLLEYVILLE, TX	76034	1712 GLADE RD
VOLOSEN, MIRCEA	COLLEYVILLE, TX	76034	1721 GLADE RD
STEWART, LARRY R	COLLEYVILLE, TX	76034	5009 ROSE ST
DUFFY CARINA	COLLEYVILLE, TX	76034	4900 CRANBROOK DR W
COX LIVING TRUST	COLLEYVILLE, TX	76034	4901 BEHRENS RD
MILNER, WALTER J	COLLEYVILLE, TX	76034	1705 ARTHUR DR
HANSON, ANNE F	COLLEYVILLE, TX	76034	1713 ARTHUR DR
VANKAWALA, RAJENDRA C	COLLEYVILLE, TX	76034	4910 BEHRENS CT
SPENCER, DANIEL	COLLEYVILLE, TX	76034	1708 ARTHUR DR
CHAPPELL, LARRY W	COLLEYVILLE, TX	76034	1716 GLADE RD
HOOKS, DURAN	COLLEYVILLE, TX	76034	5004 CHELSEA DR
COPLON, MAHLON	COLLEYVILLE, TX	76034	4905 BEHRENS RD
NGUYEN, HAI	COLLEYVILLE, TX	76034	4916 BEHRENS RD
DAVID BAUM FAMILY REVOCABLE TRU	COLLEYVILLE, TX	76034	4800 BEHRENS CT
DAVID AND KECIA MALDONADO REVOC	COLLEYVILLE, TX	76034	1701 GLADE RD
REINHARDT LIVING TRUST	COLLEYVILLE, TX	76034	4805 BEHRENS CT
BACA, CHAD	COLLEYVILLE, TX	76034	5005 ROSE ST
ABBOTT, LARRY	COLLEYVILLE, TX	76034	1712 ARTHUR DR
CRESPER, KEVIN	COLLEYVILLE, TX	76034	4812 CRANBROOK DR W
BAUM, DANIEL	COLLEYVILLE, TX	76034	1604 GLADE RD
HARRIS ANDREW J TRUST	COLLEYVILLE, TX	76034	1800 GLADE RD
DUCIC, YADRANKO	COLLEYVILLE, TX	76034	1700 GLADE RD
CRANBROOK HOMEOWNERS ASSOCIATIO	COLLEYVILLE, TX	76034	1725 GLADE RD
BUI, KEVIN	COLLEYVILLE, TX	76034	1805 GLADE RD
MCCOLLOUGH JOYCE B	COLLEYVILLE, TX	76034	4912 BEHRENS RD
MANGHAM, WEBSTER M	COLLEYVILLE, TX	76034	5008 CHELSEA DR
STANLEY, REBECCA S	COLLEYVILLE, TX	76034	1704 GLADE RD
PARKER, TIMOTHY	COLLEYVILLE, TX	76034	1704 ARTHUR DR
CHELSEA PARK ADDITION	COLLEYVILLE ,TX	76034	COURTESY NOTICE
CRANBROOK ESTATES	COLLEYVILLE ,TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	GRAPEVINE, TX	76051	STATE REQUIRED



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, March 11, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, April 2, 2024 & Tuesday, April 16, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit to allow for a fence on Lot 1, Block 1, Vankawala Residence Addition. The purpose of the request is to allow for a 6 foot wrought iron fence with masonry columns to be placed along the perimeter of the property along Glade Road in the street side yard setback.

Zoning Case: ZC24-002

Applicant: Rajendra Vankawala

Owner: Rajendra Vankawala

Location: 4910 Behrens Ct

Property Description: Lot 1, Block 1, Vankawala Residence Addition

Present Zoning: R-40 Single Family Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved 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 or email below:

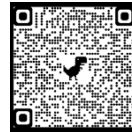
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

ORDINANCE O-24-2276

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.86 ACRES, BEING LOT 1, BLOCK 1, VANKAWALA RESIDENCE ADDITION BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR A FENCE TO EXTEND INTO THE STREET SIDE YARD SETBACK; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit to allow for a fence to extend into the street side yard setback, Case No. ZC24-002; and

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

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

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

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

- Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit to allow for a fence on 0.86 acres, being Lot 1, Block 1, of the Vankawala Residence Addition, located at 4910 Behrens Court, 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. GENERAL

a. The Special Use Permit shall allow a fence to extend into the street side yard setback on the property line.

b. It shall be generally consistent with the site plan and as depicted on the attached Exhibit "B".

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

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

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

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

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of April 2024.

The second reading and public hearing being conducted on the 16th day of April 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF APRIL 2024.

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	_____		

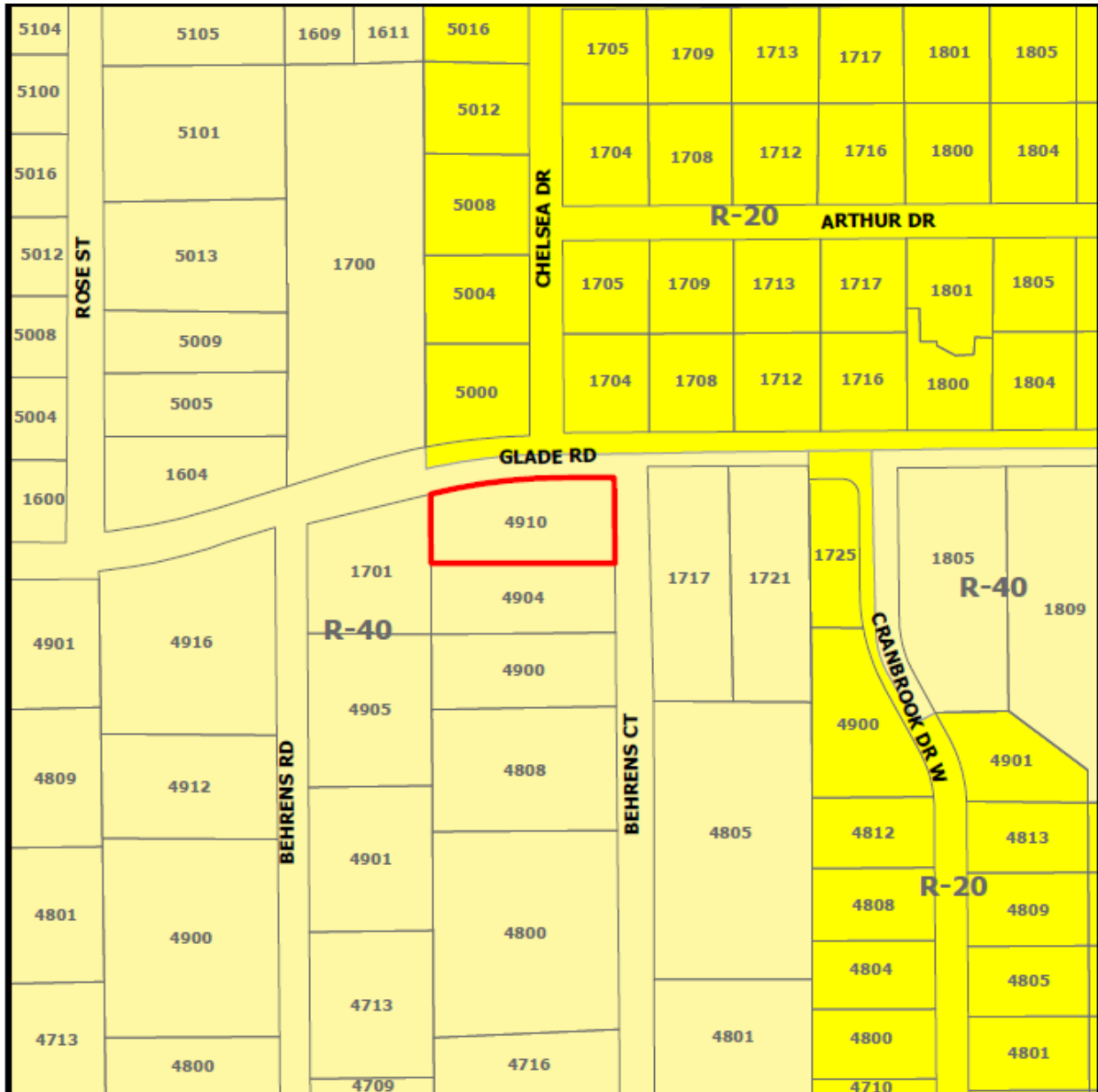
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



SCALE 1" = 10'-0"



COSTONE CAP



7'
STONE
COLUMNS
≈ 40' ON CENTER

6' W/ FENCE



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b

Agenda Date 4/16/2024

Number Ordinance O-24-2277

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit to allow for dog grooming on Lot 1RA, Block 1, Kroger Addition, located at 4906 Colleyville Boulevard, Suite 202, Case ZC24-003

Explanation

Second Reading and Public Hearing

The applicant's husband was present and spoke in favor of the item. He answered questions regarding noise attenuation and waste management. No one came forward during the public hearing to speak about the item.

First Reading and Public Hearing

Ana Hinojosa, the applicant, has submitted a request for a Special Use Permit (SUP) for dog grooming on Lot 1RA, Block 1, Kroger Addition, being approximately 1.89 acres, and zoned CC-2 Shopping Center. A dog grooming salon is only allowed in the CC-2 Shopping Center zoning district with the approval of an SUP.

Existing Conditions/Background: The subject property, 4906 Colleyville Boulevard, Suite 202, is zoned CC-2 Shopping Center and is generally located northwest of the intersection of Colleyville Boulevard and Glade Road in the Walmart Shopping Center. The property is a platted lot and is developed with a retail shopping center. The property will operate as a business known as Scenthound.

SUP Request: The applicant is requesting approval of an SUP to allow for a dog grooming salon. The property is zoned CC-2, Shopping Center, which allows for dog grooming with approval of an SUP.

Special Use Permit Provision: Any request for dog grooming shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

Analysis: Per the attached Statement of Planning Objectives, the proposed name of the business is "Scenthound" and it is a dog grooming salon. There will be no veterinary, no vacation boarding services, and no pet daycare services. They will offer spa-style pet grooming services. They will also install sound-proof walls and new HVAC ventilation systems. Pet waste stations will be installed inside and outside the property and in the adjacent parking areas. According to the statement of planning objectives, the hours of

operation of the business will be: 8:30 am to 5:30 pm Monday-Saturday; Closed on Sundays.

Plat Status: The property is platted as Lot 1, Block 1RA, Kroger Addition.

DRC Review: The DRC reviewed the request during their February 19, 2024 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north and east are zoned PUD-C Planned Unit Development – Commercial and are improved mixed-use development. The properties to the west are zoned PUD-R Planned Unit Development - Residential and are improved with single-family homes. The properties to the south are zoned CC-2 Shopping Center and are improved with commercial retail shops.

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the Special Use Permit. The proposed zoning change is generally consistent with the City's comprehensive plan. Additionally, the request is consistent with the land uses located on the subject property and the governing zoning district.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their March 11, 2024 meeting by a vote of 6-0.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan Exhibit
6. Floor Plan Exhibit

7. Additional Photos Provided by Applicant
8. Notification Map
9. Notification List
10. Notification Letter
11. Ordinance O-24-2277

Aerial Map

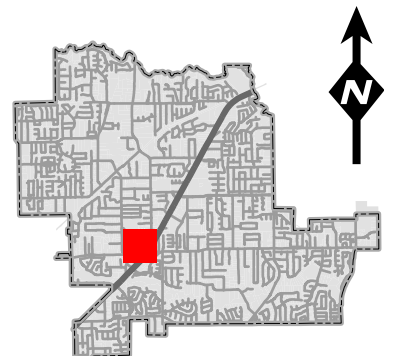


ZC24-003

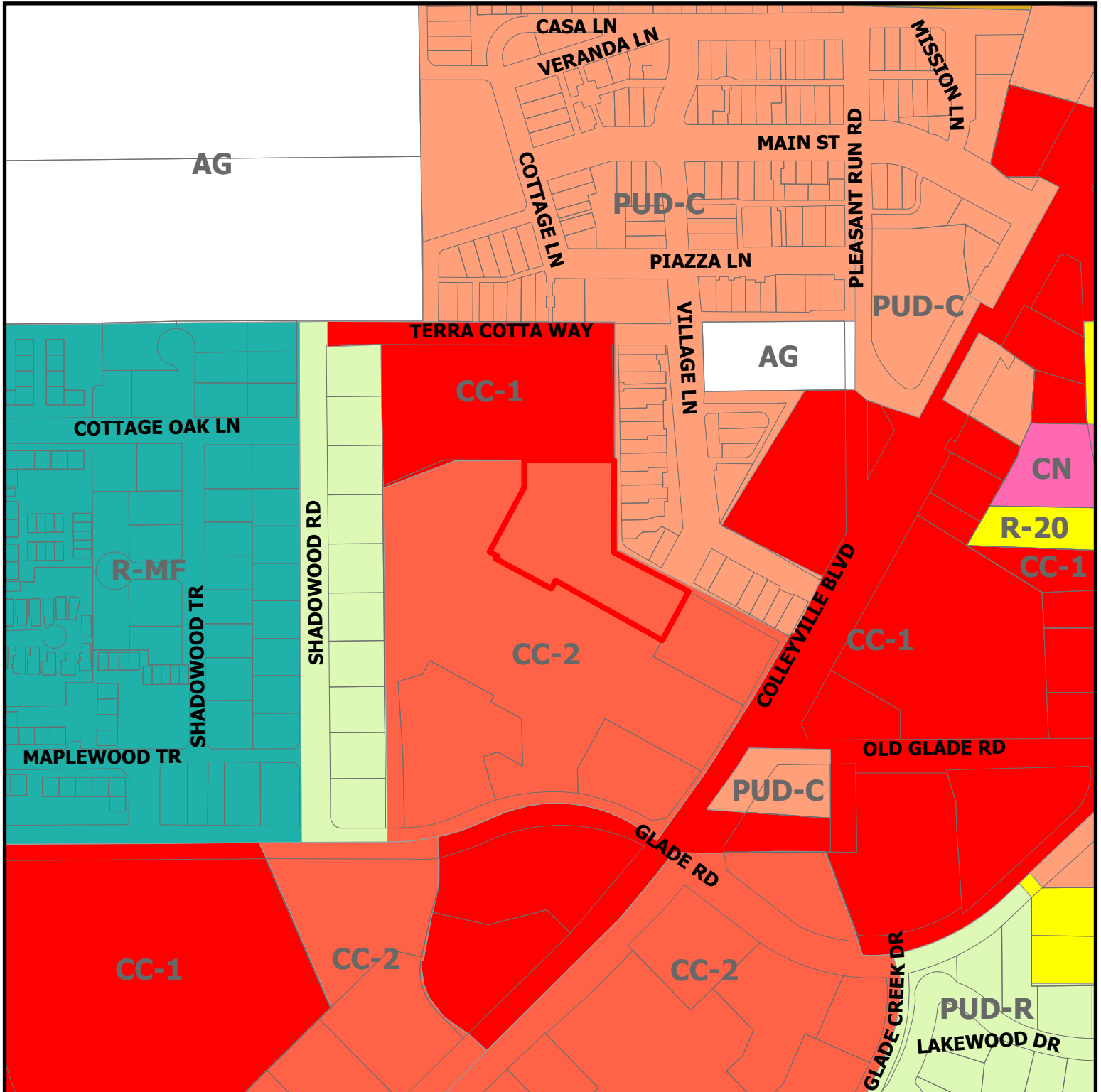
4906 Colleyville Blvd

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

 Subject Property



Zoning Map

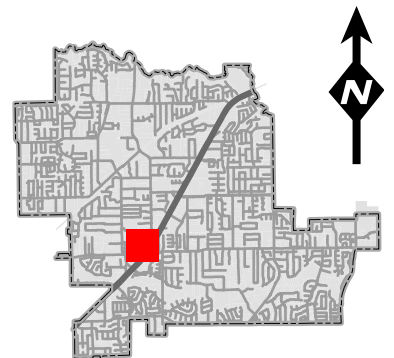


ZC24-003

4906 Colleyville Blvd



Subject Property



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Future Land Use Map

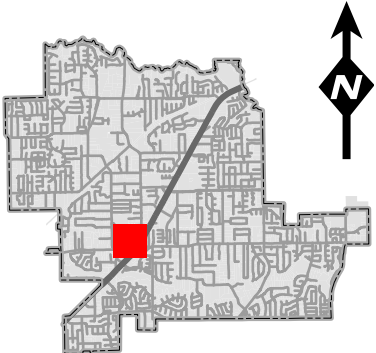


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ZC24-003

4906 Colleyville Blvd

-  Residential
-  Colleyville Blvd Corridor
-  Open Space; Parks
-  Water Body
-  Subject Property



City of Colleyville

Special Use Permit

Statement of Planning Objectives:

This statement is submitted on behalf of **NTX Hounds II LLC dba Scenthound**. NTX Hounds II LLC seeks to lease space at the Colleyville Plaza Shopping Center, which is owned/operated by:

Colleyville Plaza LP
580 Decker Drive, Suite 203
Irving, TX 75062
(972)650-4200

The specific unit is located at: **4906 Colleyville Blvd, Suite 202, Colleyville, TX 76034**.

The legal description of the property is:

Lot IR-A, Block 1, of the Kroger Addition to the City of Colleyville, Tarrant County, Texas according to the Plat records, Tarrant County, Texas, together with all improvements thereon.

Unit 202 of this Shopping Center is approximately 1750 square feet in building, and shown in the diagram found in Exhibit "A" attached. It is two doors down from the Walmart Neighborhood Market.

NTX Hounds II, LLC intends to operate a franchise by the name of **Scenthound**, which provides dog hygiene and wellness. There will be no veterinary or overnight boarding services offered.

Scenthound is a wellness-focused dog care concept — which means that our primary goal is to keep your pup clean and healthy.

Our basic hygiene packages include a bath, ear cleaning, nail trimming and teeth brushing. We will also offer additional services including brush out, blow out and grooming, to name a few. We offer service through a membership concept that generates predictable volumes of required services.

Our mission is to provide routine hygiene and wellness care so dogs live longer, happier lives. We are changing how dog parents think about caring for their dogs by educating them and providing an accessible and affordable way to get the basic hygiene and wellness care their dogs need.

The American Pet Products Association's State of the Industry data for 2022 reported \$136.8 billion spent on pets in the U.S. Our communities have a high concentration of dogs per household and disposable income.

Unlike other markets, which tend to fluctuate with a changing economy, the pet industry has

maintained consistent growth since the 1980s; this is due primarily to the steady increase in pet ownership. Far exceeding that growth is pet owner spending, particularly as it relates to matters of pet health and wellness.

It's also interesting to note that currently, in the U.S., Generation X and millennials make up the vast majority of pet owners (more than 65%).

As a result, the APPA (American Pet Products Association) is projecting that the pet industry is expected to see continued growth, with no signs of a slowdown; and pet grooming is reported to be one of the fastest-growing segments in the industry.

Industry Overview

In the United States, the pet service industry-hygiene and grooming industry presently generates more than \$8.3 billion dollars in annual sales.

According to Bloomberg, the analysis finds that the US is positioned to continue to remain the largest pet market, with sales approaching \$200 billion by the end of the decade. This growth is driven by an increase in spending on pet-related healthcare — including veterinary care, diagnostics, and pharmaceuticals — that has created longer pet lifespans that require more expensive elderly care. This advancement and prioritization of elderly care may in turn lead to an increase of the US pet population by 13%. Other emerging markets may see outsized growth due to the increase in nuclear families in urban areas, single-person households, and a rise in per capita disposable income.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:

- Value of the services
- Convenience of scheduling services
- Quality of the care and service provided to the dogs
- Reputation of the establishment
- Professionalism and courtesy of staff

The owners of NTX Hounds II LLC currently successfully operate their first Scenthound location in Southlake, TX at 500 W. Southlake Blvd. #129, Southlake, TX 76092. This location would be their 2nd location, although there are several other franchise partners developing franchise locations throughout the DFW Metroplex. NTX Hounds II LLC holds the franchise territory rights for the Colleyville/North Richland Hills, TX area.

There are plans for leasehold improvements in accordance with the Franchise Design and Construction Manual, which is a large document, but can be available upon request. **Exhibit “B”** shows a rendering of the current space and a draft proposed layout of the required leasehold improvements for Ste 202.

It is worth mentioning that the franchise has strict minimum requirements with regards to HVAC capability, due to the health requirements of dogs, and building material requirements to address any noise generated by dogs and dryer equipment. The design of the retail space is very sleek and clean. There is a small front desk space and lobby area that includes a “knowledge wall” with information on the dog anatomy and the services we offer, a sleek white tile wall behind the front desk with three white background signs with black letters hanging, and a white wall with three retail shelves for some of the products we sell. Exhibit “C” provides some sample pictures of what a store front looks like, what the front desk area looks like and what the retail shelves look like.

The construction will be done to the required permit standards and regulations. The all materials will be new, and they are outlined in the Design and Construction Manual, to be provided upon request.

Any additional information needed will be promptly provided. Your kind consideration of this Special Use Permit will be greatly appreciated.

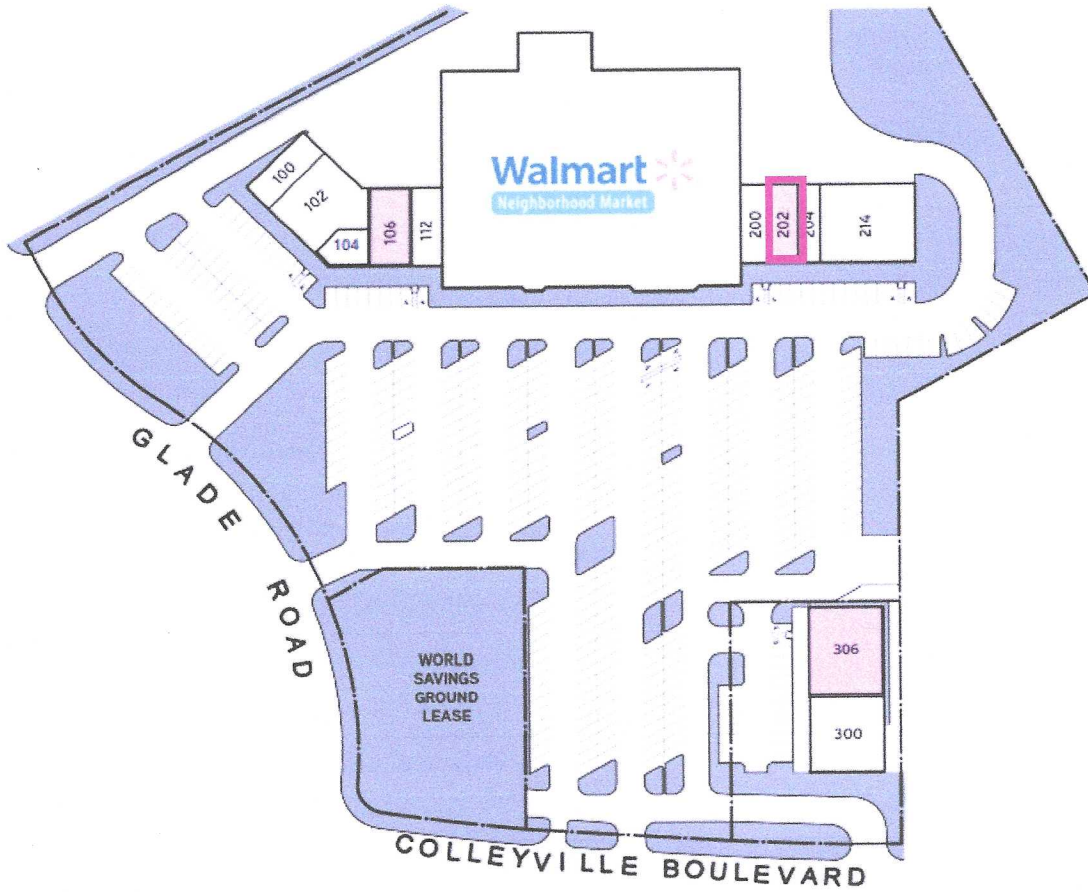
Sincerely,

Ana B. Hinojosa and Samuel H. Beckman
Scenthound Franchise Partners
www.scenthound.com
(817) 789-1111

Attached Exhibits (A-C)

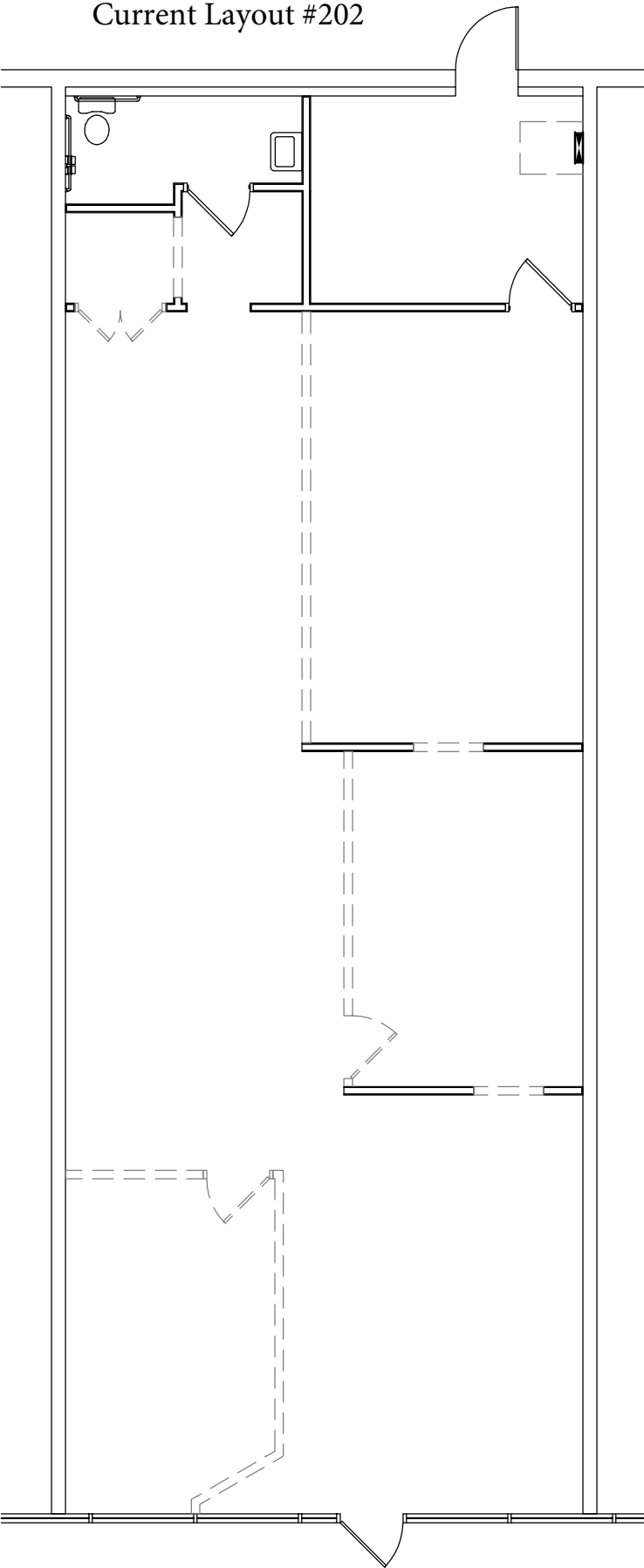
EXHIBIT "A"

SITE PLAN OF SHOPPING CENTER

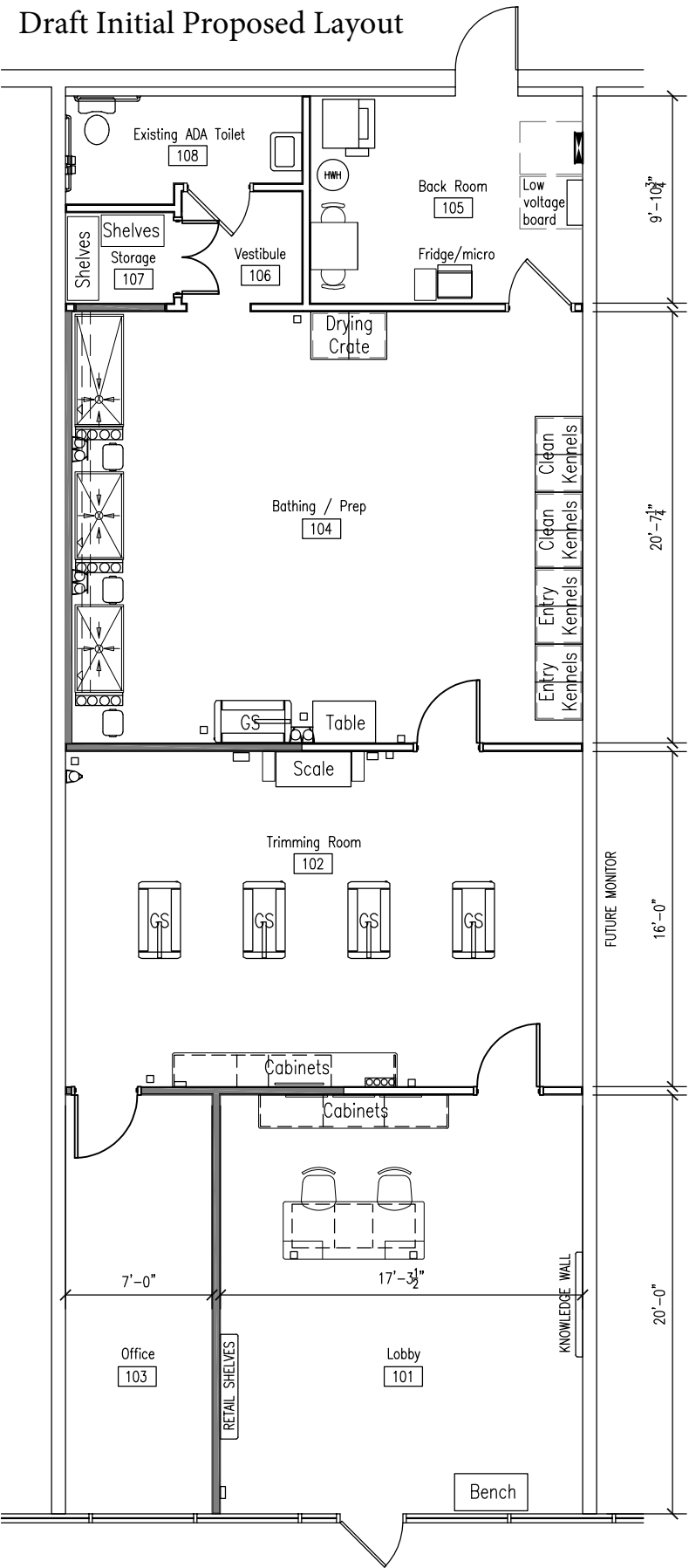


LANDLORD: _____

TENANT: _____

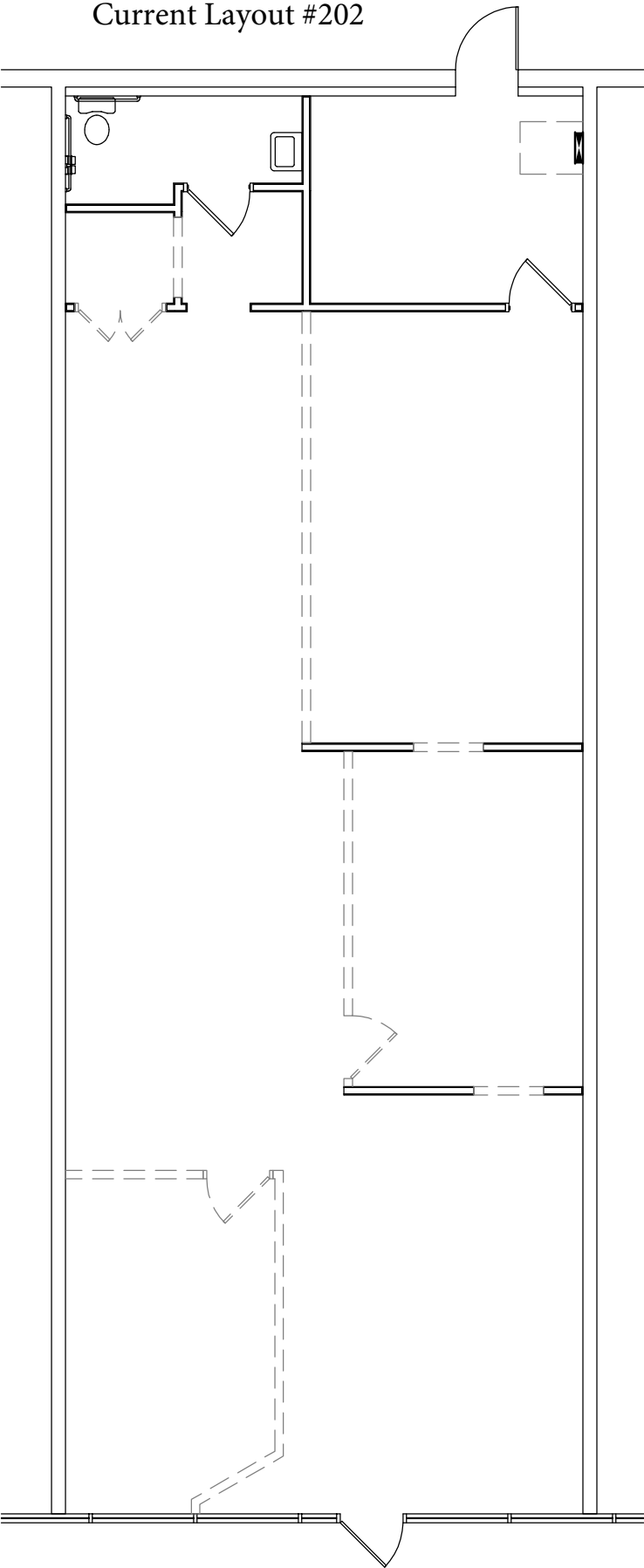


DEMO
PLAN

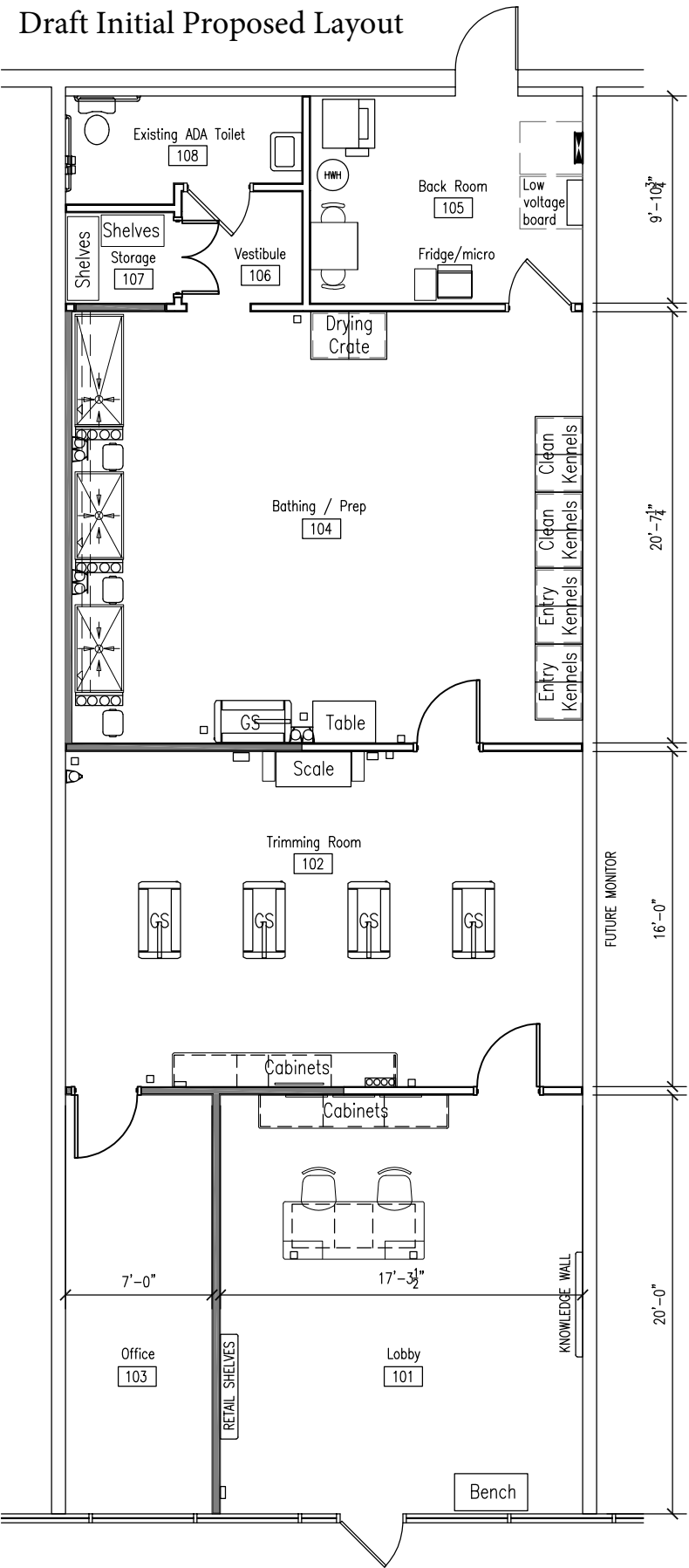


FLOOR
PLAN

Not for regulatory approval,permitting, or construction.
Lettie H. Harrell, Architect (Texas Registration #16897)



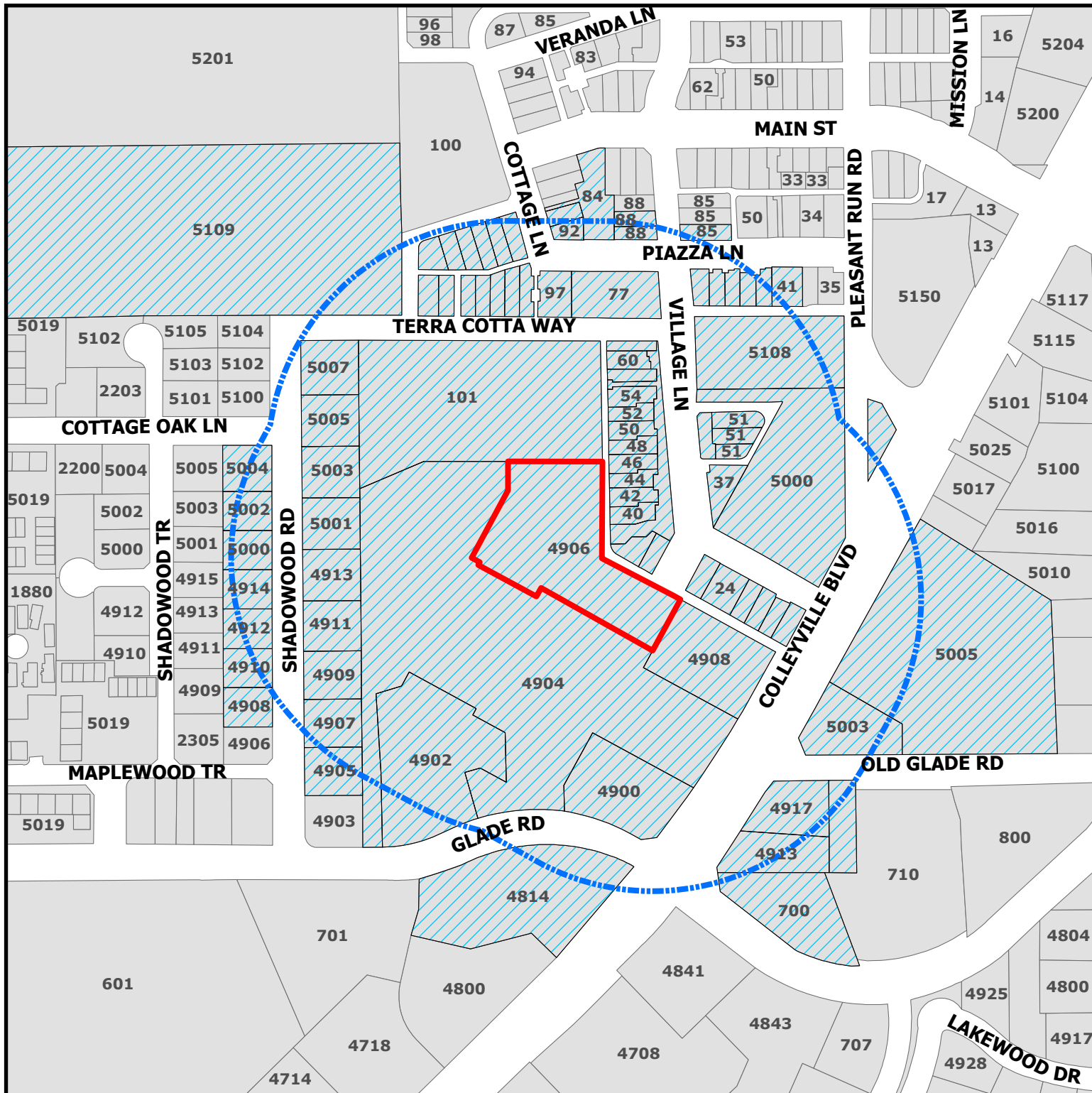
DEMO
PLAN



FLOOR
PLAN

Not for regulatory approval, permitting, or construction.
Lettie H. Harrell, Architect (Texas Registration #16897)

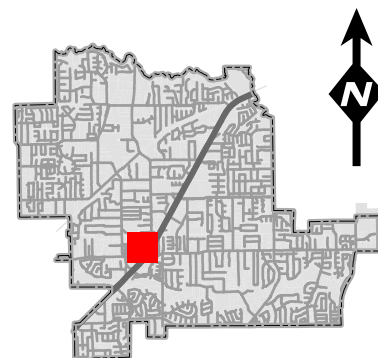
Notification Map



ZC24-003

4906 Colleyville Blvd

-  Parcels to be notified
-  Buffer
-  Subject Property



DISCLAIMER:
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Owner Name	Owner City	Owner Zip	Situs Address
LAKE, WILLIAM D	COLLEYVILLE, TX	76034	53 PIAZZA LN
COLLEYVILLE PLAZA LP	IRVING, TX	75062	4900 COLLEYVILLE BLVD
WHITTEN FAMILY TRUST	COLLEYVILLE, TX	76034	5002 SHADOWOOD RD
COLLEYVILLE REALTY HOLDINGS	COLLEYVILLE, TX	76034	92 PIAZZA LN
BOYD, PATRICIA	COLLEYVILLE, TX	76034	4913 SHADOWOOD RD
HANDLEY, RICHARD	COLLEYVILLE, TX	76034	88 VILLAGE LN
SORIAL, YOUSSEF W	COLLEYVILLE, TX	76034	4911 SHADOWOOD RD
IRVIN, RODNEY L	COLLEYVILLE, TX	76034	5001 SHADOWOOD RD
SPICER, TAMARA	COLLEYVILLE, TX	76034	61 PIAZZA LN
THE WISDOM CENTER INC	COLLEYVILLE, TX	76034	51 VILLAGE LN
JUST2CAN LLC	COLLEYVILLE, TX	76034	85 VILLAGE LN
ANTHONY & VIVIAN MCNOSKY REVOCA	COLLEYVILLE, TX	76034	5108 PLEASANT RUN RD
GROCE FAMILY TRUST	COLLEYVILLE, TX	76034	4907 SHADOWOOD RD
CHARLES, C A	COLLEYVILLE, TX	76034	4910 SHADOWOOD RD
Y2KITCHEN PROPERTIES LLC	COLLEYVILLE, TX	76034	5003 COLLEYVILLE BLVD
KEVIN AND DONNA ALLEN FAMILY TR	COLLEYVILLE, TX	76034	55 PIAZZA LN
JPMORGAN CHASE BANK	HOUSTON, TX	77252	5000 COLLEYVILLE BLVD
CHARNICKY, KEVIN	COLLEYVILLE, TX	76034	5004 SHADOWOOD RD
LEE, NELSON	COLLEYVILLE, TX	76034	5000 SHADOWOOD RD
HAVRAN, JOHN	COLLEYVILLE, TX	76034	4908 SHADOWOOD RD
DUNAGAN, KETRINA	COLLEYVILLE, TX	76034	57 PIAZZA LN
COCANOUGH ASSET NO 3 LTD	NORTH RICHLAND HILLS, TX	76180	5005 COLLEYVILLE BLVD
NGUYEN, HIEU V	SOUTHLAKE, TX	76092	4912 SHADOWOOD RD
VILLAGE OWNERS ASSOCIATION INC	DALLAS, TX	75265	47 VILLAGE LN
THOMPSON, JOHN E	COLLEYVILLE, TX	76034	905 OLD GLADE RD
NOBLIT, DON	FORT WORTH, TX	76182	4913 COLLEYVILLE BLVD
TRINITY COLLEVILLE RE LLC	COLLEYVILLE, TX	76034	88 VILLAGE LN
FAUGHT, SAMUEL	COLLEYVILLE, TX	76034	5003 SHADOWOOD RD
SC 16 VILLAGE LANE INVESTMENT L	FORT WORTH, TX	76102	16 VILLAGE LN
PELTON, JUDITH K	COLLEYVILLE, TX	76034	4909 SHADOWOOD RD
FADDEN, MARK	COLLEYVILLE, TX	76034	59 PIAZZA LN
SLANEY, RICHARD	COLLEYVILLE, TX	76034	37 VILLAGE LN
WAL-MART REAL ESTATE BUS TRUST	BENTONVILLE, AR	72716	4904 COLLEYVILLE BLVD
BROWN, RICHARD	COLLEYVILLE, TX	76034	5005 SHADOWOOD RD
PROPER TEA HOLDINGS LLC	FORT WORTH, TX	76126	4917 COLLEYVILLE BLVD
THE SNYDER FAMILY LIVING TRUST	COLLEYVILLE, TX	76034	4905 SHADOWOOD RD
MOZINGO FAMILY LIVING TRUST	COLLEYVILLE, TX	76034	5007 SHADOWOOD RD
HEA21 LLC	COLLEYVILLE, TX	76034	28 VILLAGE LN
ZELL THREE INC	DUNCANVILLE, TX	75137	700 GLADE RD
ANTHONY, GRAYDON	IRVING, TX	75062	4914 SHADOWOOD RD
WORTHINGTON NATIONAL BANK	FORT WORTH, TX	76102	4814 COLLEYVILLE BLVD
KSW HOLDING MANSFIELD LP	DENTON, TX	76210	77 PIAZZA LN
RP GROUP INVESTMENTS LLC	FRISCO, TX	75033	32 VILLAGE LN
52 VILLAGE LANE LLC	SOUTHLAKE, TX	76092	52 VILLAGE LN
SC COLLEYVILLE-60 VILLAGE LANE	KELLER, TX	76244	60 VILLAGE LN
ZIMMERMAN, THERESA	COLLEYVILLE, TX	76034	54 VILLAGE LN
JAMES, DUSTIN	COLLEYVILLE, TX	76034	40 VILLAGE LN
ATKINSON, ERIC	COLLEYVILLE, TX	76034	44 VILLAGE LN
STALEY, JENNIFER	COLLEYVILLE, TX	76034	46 VILLAGE LN
WEESE, DENNIS	HUNTSVILLE, AL	35802	50 VILLAGE LN
JORDAN, JENNIFER	COLLEYVILLE, TX	76034	48 VILLAGE LN
VADYSIRISACK, PANG	COLLEYVILLE, TX	76034	42 VILLAGE LN
LAKWOOD ESTATES	COLLEYVILLE, TX	76034	COURTESY NOTICE
SHADOWOOD TRAIL CONDOMINIUMS	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	GRAPEVINE, TX	76051	STATE REQUIRED



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, March 11, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, April 2, 2024 & Tuesday, April 16, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit to allow for dog grooming on Lot 1RA, Block 1, Kroger Addition. The purpose of the request is to allow for a dog grooming salon.

Zoning Case: ZC24-003

Applicant: Ana Hinojosa

Owner: Colleyville Plaza LP

Location: 4906 Colleyville Blvd Unit 202

Property Description: Lot 1RA, Block 1, Kroger Addition

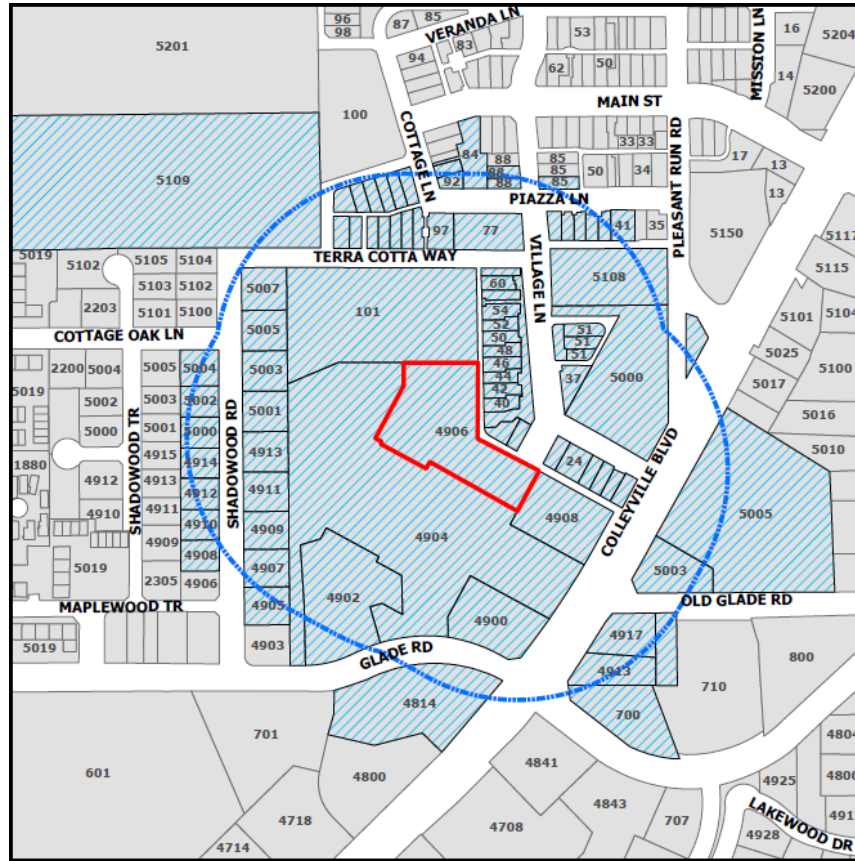
Present Zoning: CC-2 Shopping Center

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 or email below:

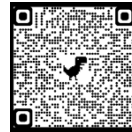
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

ORDINANCE O-24-2277

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.89 ACRES, BEING LOT 1RA, BLOCK 1, KROGER ADDITION, LOCATED AT 4906 COLLEYVILLE BOULEVARD, SUITE 202, BY AUTHORIZING A SPECIAL USE PERMIT FOR DOG GROOMING SERVICES FOR THE BUSINESS KNOWN AS SCENTHOUND; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a dog grooming services business Case No. ZC24-003; 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 Special Use Permit for Dog Grooming on 1.89 acres, being Lot 1RA, Block 1, of the Kroger Addition, located at 4906 Colleyville Boulevard Suite 202, for the business

known as Scenthound, 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. GENERAL

- a. The Special Use Permit shall apply to the dog grooming salon business only.
- b. The name of the business authorized for Dog Grooming by this Special Use Permit shall be called "Scenthound".
- c. The hours of operation are: Monday – Saturday 8:30 am – 5:30 pm; and closed on Sundays.
- d. The entire business must be conducted within a soundproofed building. Noise and odors created by activities within the building shall not be discernible beyond the property line.
- e. No animals shall be kept outside the building.
- f. No vacation boarding, overnight boarding, or veterinary services shall be allowed.
- g. The dog grooming salon shall be for outpatient services only.
- h. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- i. All requirements of the Land Development Code shall be met, except where amended herein.

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

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of April 2024.

The second reading and public hearing being conducted on the 16th day of April 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF APRIL 2024.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

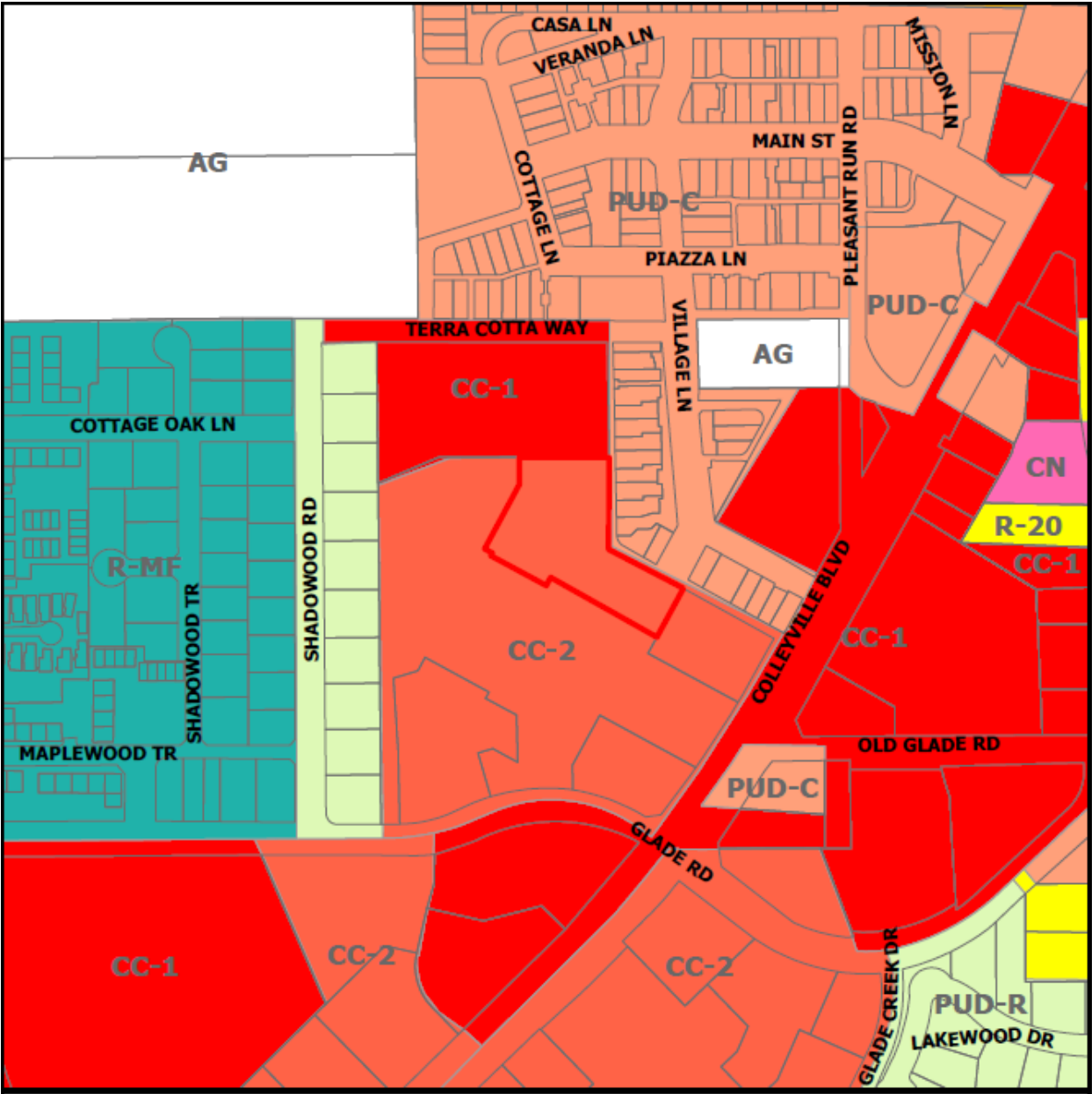
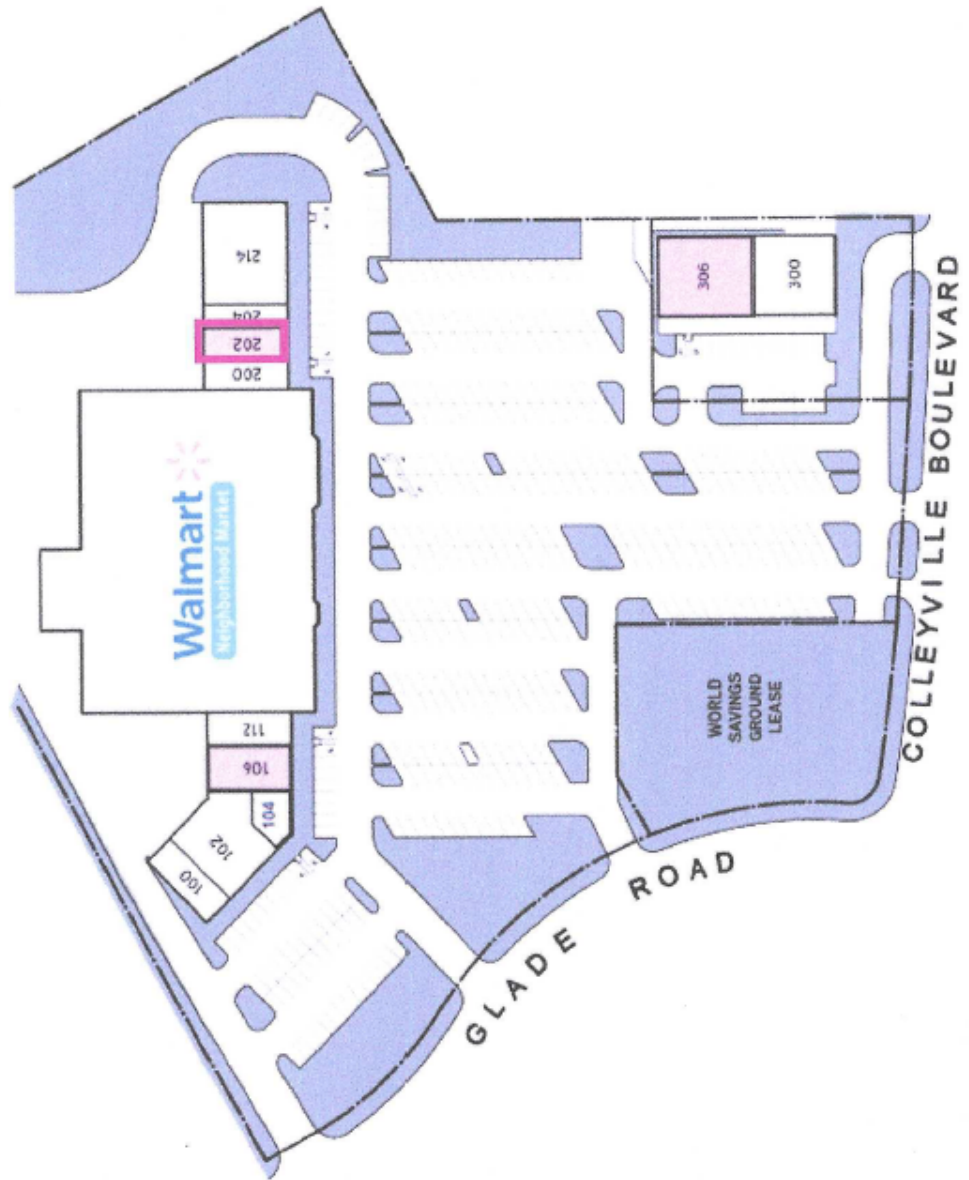


Exhibit "B" – Site Plan Exhibits

EXHIBIT "A"

SITE PLAN OF SHOPPING CENTER



**Number** Resolution R-24-4930

Department Community Development

Consideration of a variance to the maximum lot coverage provisions of Ordinance O-19-2075 on Lot 4, Block B, of the Legacy North Addition, being located at 803 Marie Drive, Case VC24-004

WillowTree Custom Homes, the applicant, has submitted a request for a variance to the provisions of Ordinance O-19-2075, specifically for the lot coverage maximum in the PUD-R Planned Unit Development – Residential district. The request is to allow for a new house to be built at 36% lot coverage. This would exceed the allowable maximum lot coverage of 30%.

Existing Conditions/Background: The subject property, 803 Marie Drive, has PUD-R zoning and is located on the south side of Marie Drive west of Marie Street. The subject property is currently undeveloped and will be developed for single-family residential use.

Requested Variance: The applicant is requesting a variance to the allowable maximum lot coverage to allow for a new house. The existing PUD-R zoning allows for a maximum lot coverage of 30%. The house is proposed to be built at 36%.

Single-family detached residential lot requirements and setbacks shall comply with the following provisions:

Minimum Lot Size	20,000 square feet
Minimum Lot Width	100 feet, except for cul-de-sac lot
Minimum Lot Depth	125 feet
Front/Street Side Building Line	30 feet
Side Building Line	10 feet
Rear Building Line	25 feet
Max. Lot Coverage	30%
Max. Impervious Coverage	60%

Plat Status: The property is currently platted as Lot 4, Block B, of the Legacy North Addition.

DRC Review: The Development Review Committee (DRC) reviewed the request at their March 18, 2024 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: NA

Surrounding Development: The properties to the north, south, east, and west are zoned PUD-R 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 denial due to technical non-compliance.

Financial Impact

There is no financial impact to the City.

Recommendation

Denial

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Notification Map
7. Notification Letter
8. Notification List
9. Resolution R-24-4930

Aerial Map

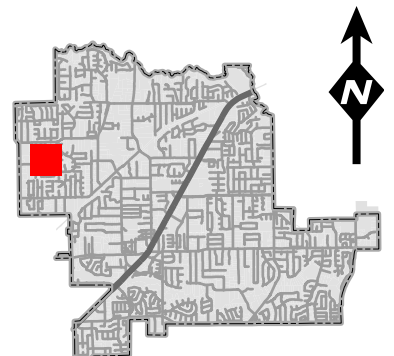


VC24-004

803 Marie Dr



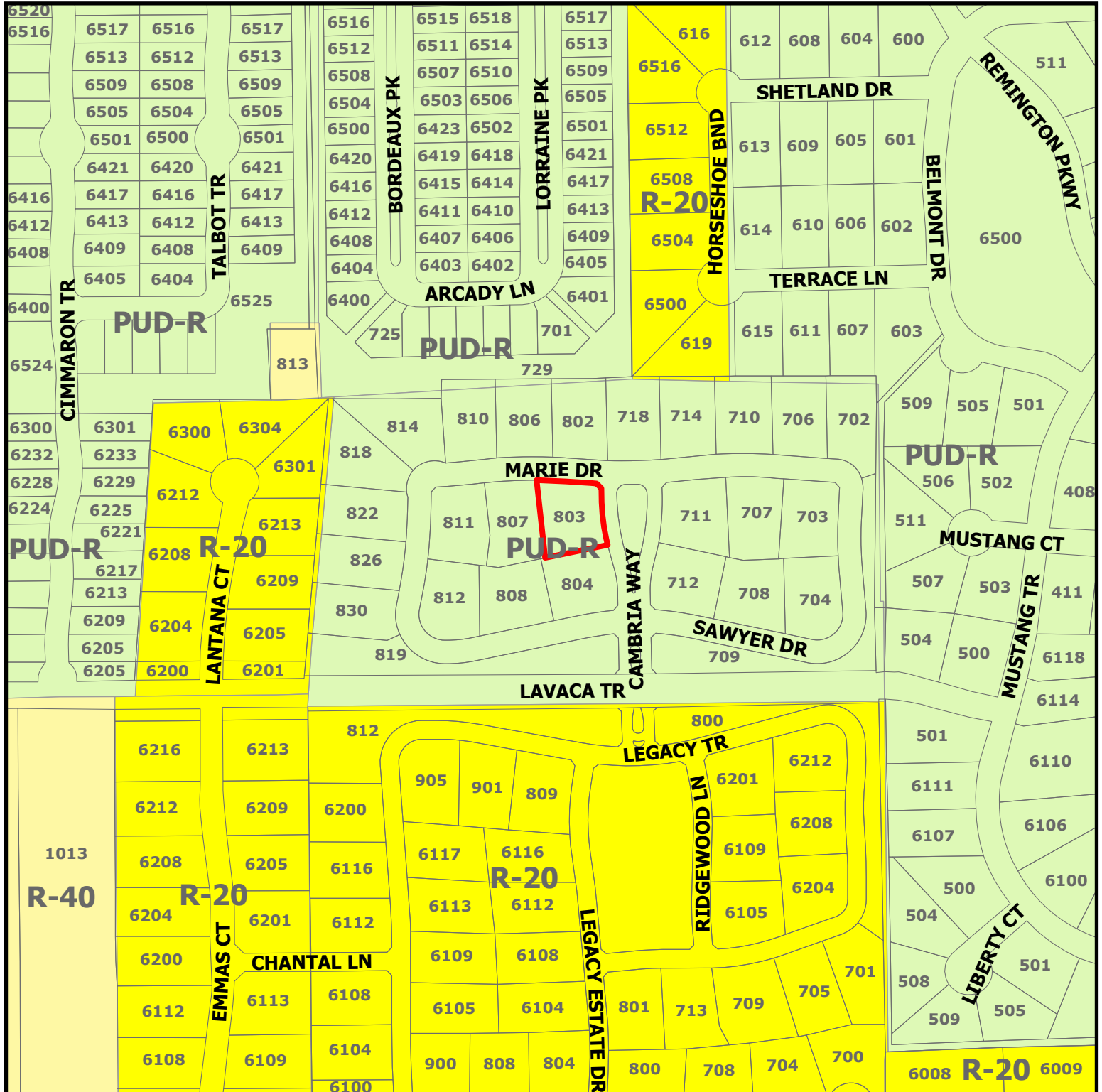
Subject Property



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Zoning Map

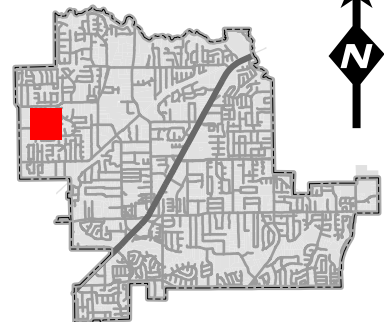


VC24-004

803 Marie Dr

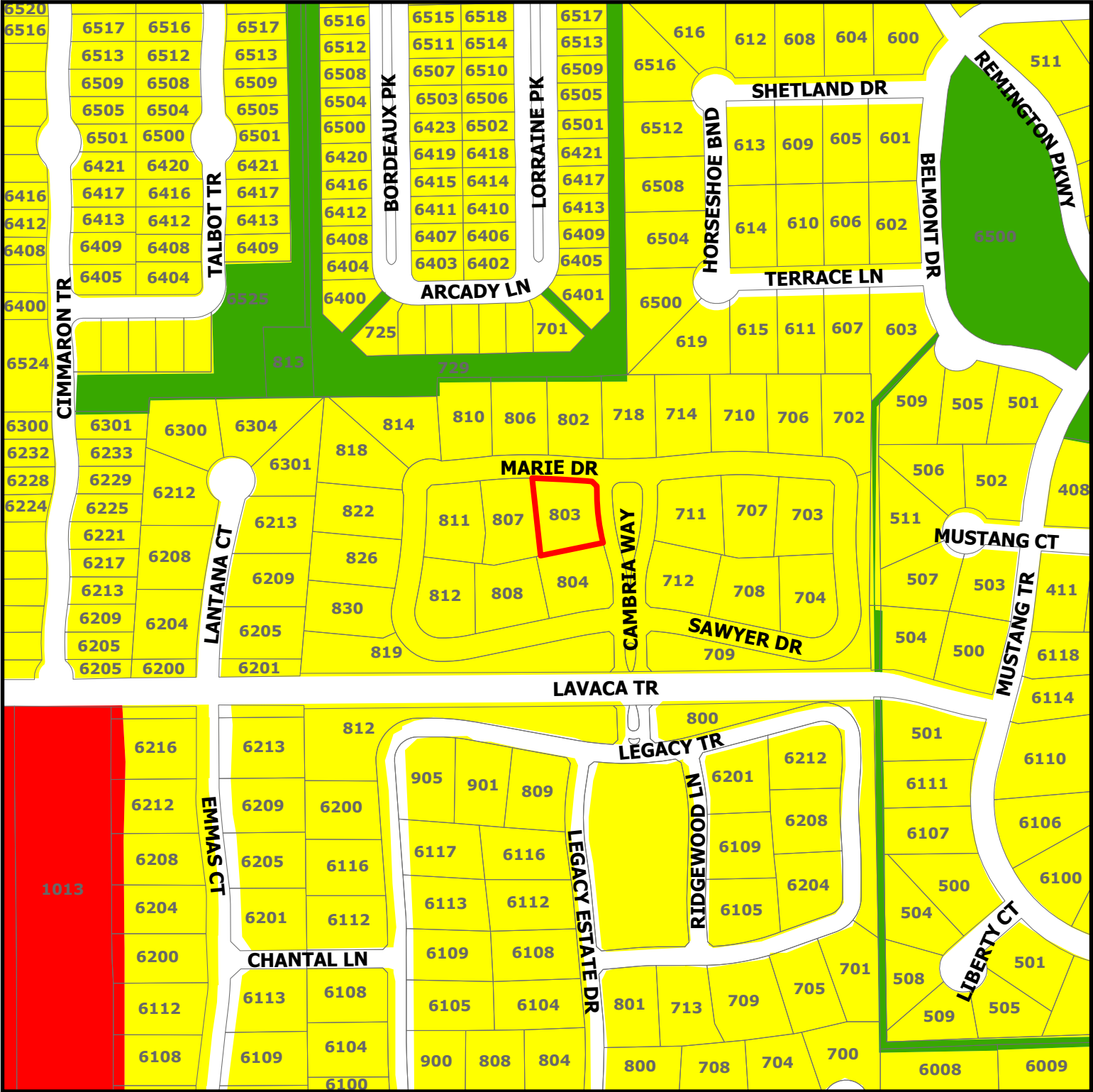


Subject Property



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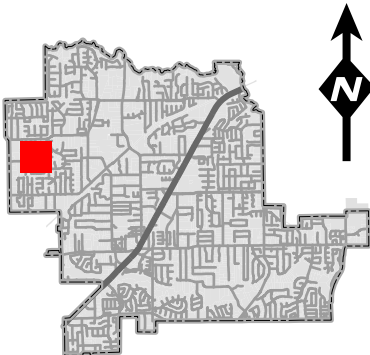
Future Land Use Map



VC24-004

803 Marie Dr

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



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March 13, 2024

Colleyville City Council
100 Main Street
Colleyville, TX 76034

Re: Variance Request Statement of Objectives – Lot 4 Block B Legacy North Addition - 803 Marie Dr.

Dear Mayor and City Council,

We are writing this letter on behalf of our clients Gary and Debbie Reynolds who purchased the lot last year and have spent the last eight months with an architect crafting the home of their dreams. While they acknowledged and understood the restrictions with building setbacks and impervious coverages, they did not become aware of the maximum lot coverage restrictions until the first building review was completed.

The following variance is requested for the referenced lot:

1. Variance to the current regulations to allow greater than 30% lot coverage for the house (slab area only). Current plans show lot coverage at 36.4%.

The basis for the variance request is detailed below:

- Having building setbacks along with a maximum lot coverage restricts residents on smaller lots.
- We are already restricted on this lot by having essentially two front yard setbacks due to being on a corner lot.
- Residents that purchase and desire to build on smaller lots may not want a two-story home which would be required to gain the necessary square footage for the living needs if restricted by the additional lot coverage requirement.
- The regulated building setbacks should define the maximum home size on a given lot.

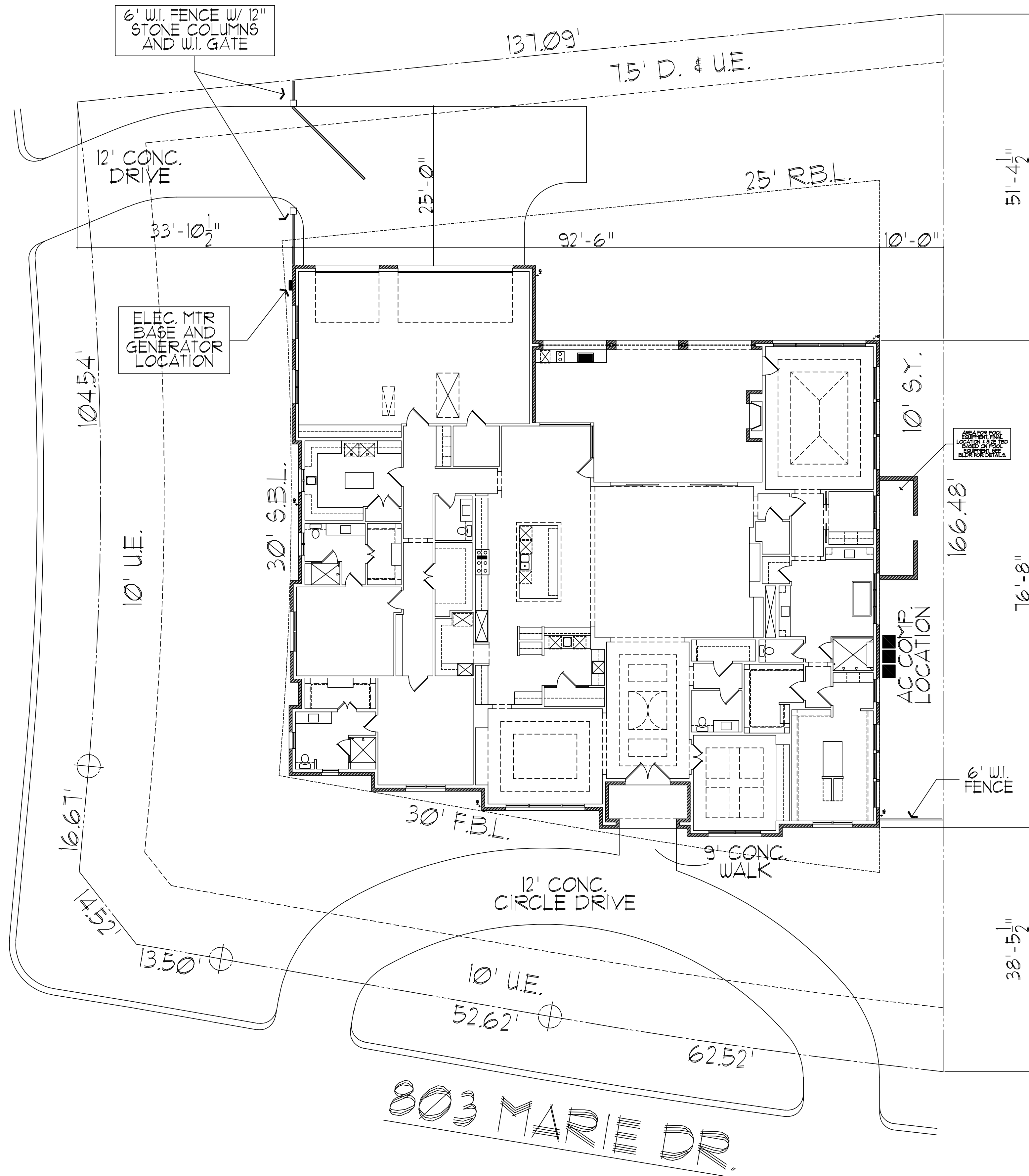
We ask that you please consider our requests of the variance items listed above.

Sincerely,

Jody Alumbaugh
President
WillowTree Custom Homes



CAMBRIA WAY



SITE PLAN

1" = 10'-0"

TOTAL LOT AREA: 20,034 #
TOTAL SLAB AREA: 7,307 #
COVERAGE PERCENTAGE: 36.4%
FLATWORK: 2,704 #
PERCENT. W/ FLATWORK: 49.9%



REV. FINALS 12-11-23

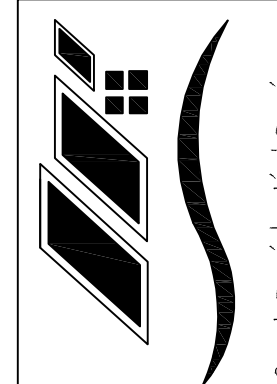
"WHEN ONLY THE BEST WILL DO"

CREST RESIDENTIAL DESIGN

RESIDENTIAL * COMMERCIAL * REMODEL

PHONE 1-833-PLAN 4 US

WWW.CRESTRESIDENTIALDESIGN.COM



PLAN #
5465

JOB # 2023-15

These plans are the property of Crest Residential Design; and are not to be reproduced or reused for construction without the written permission of Crest Residential Design. The purchase of these plans grants a license to build this structure one time only. Builder/Owner shall verify and check all aspects prior to any construction. Any jobsite changes will void Designer's liability. Designer's liability not to exceed fee paid for plans.

Copyright ©2018
Crest Residential Design

DRAWN BY: DMN
DATE: 05-03-23

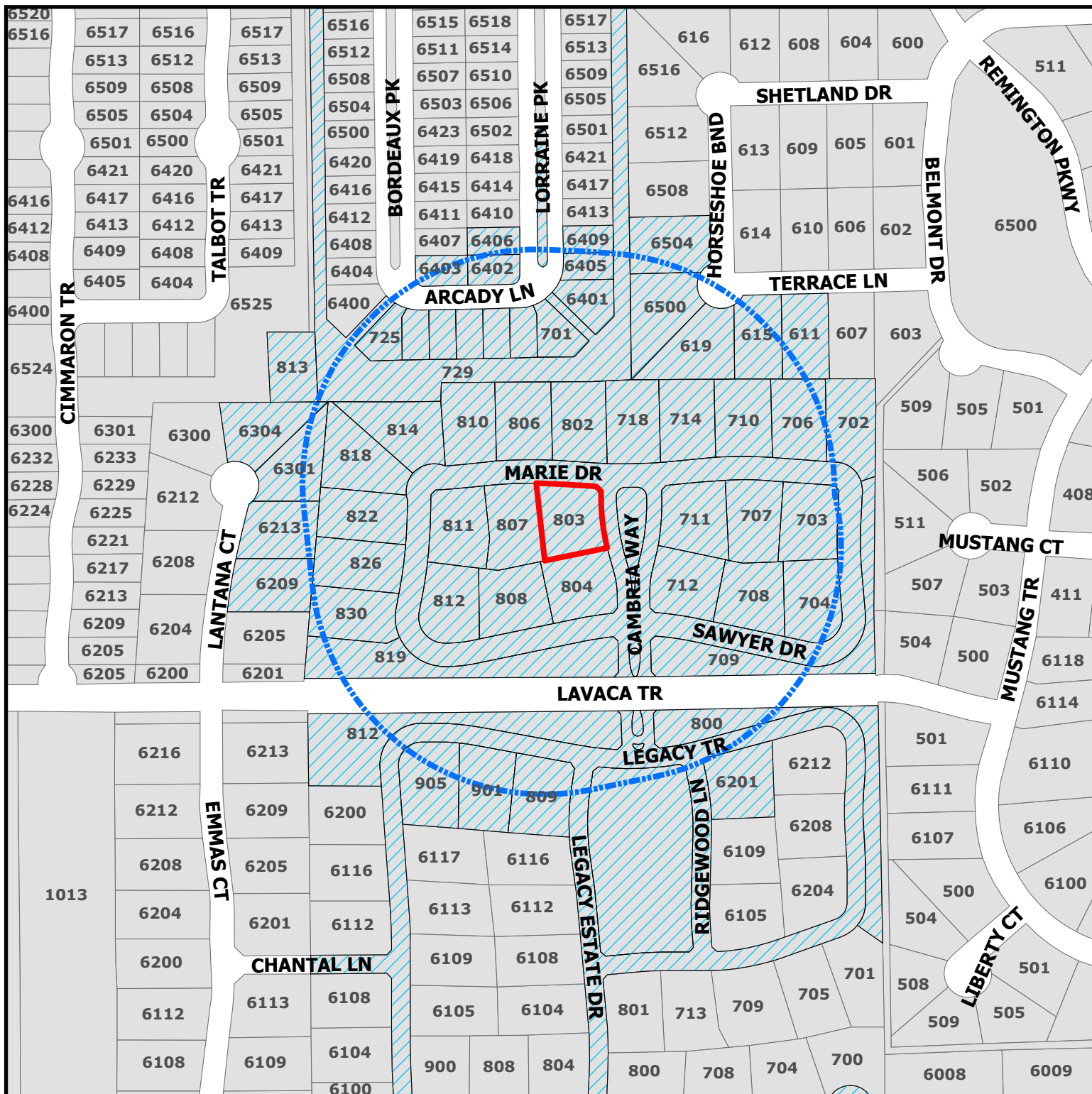
REVISION 1
DATE: ----

REVISION 2
BY: ----
DATE: ----

CHECKED BY
BY: ----
DATE: ----

REYNOLDS RESIDENCE
803 MARIE DR. COLLEYVILLE, TEXAS
WILLOWTREE CUSTOM HOMES
LOT 4 BLOCK B LEGACY NORTH

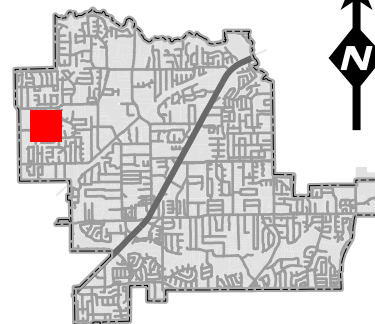
Notification Map



VC24-004

803 Marie Dr

-  Parcels to be notified
-  Buffer
-  Subject Property



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NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

**City Council Meeting: Tuesday, April 16, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a Variance to the maximum lot coverage provisions of Ordinance O-19-2075 on Lot 4, Block B, Legacy North Addition. The purpose of the variance is to allow for a new house to be built that would exceed the maximum lot coverage allowed of 30%. The house would be built with 36% lot coverage.

Zoning Case: VC24-004

Applicant: WillowTree Custom Homes

Owner: Gary Reynolds

Location: 803 Marie Dr

Property Description: Lot 4, Block B, Legacy North Addition

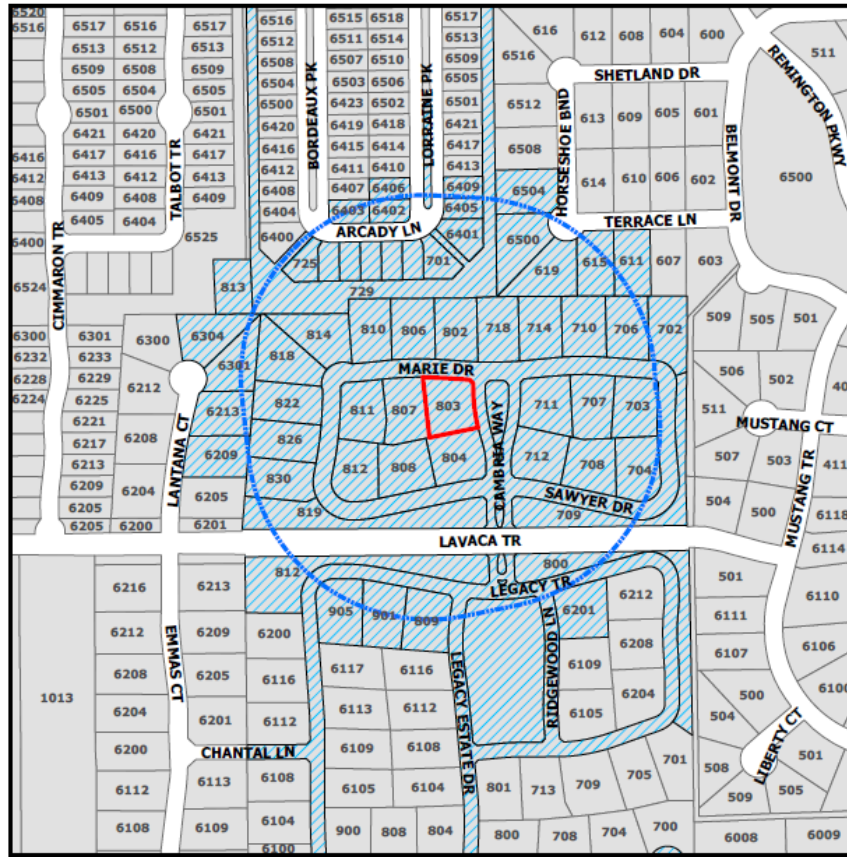
Present Zoning: PUD-R Planned Unit Development – Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Action by the City Council serves as a final action on the request.

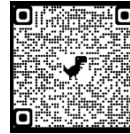
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com**

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 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

Owner Name	Owner City	Owner Zip	Situs Address
SCHEEF, CRAIG	COLLEYVILLE, TX	76034	701 ARCADY LN
KNIJNENBURG, COR	COLLEYVILLE, TX	76034	6402 LORRAINE PK
DYNIOWSKI, JOSH	COLLEYVILLE, TX	76034	6301 LANTANA CT
THOMPSON, HAROLD D	COLLEYVILLE, TX	76034	6401 LORRAINE PK
LEGACY NORTH COLLEYVILLE LLC	GRAPEVINE, TX	76051	
PRAKASH, ANA	COLLEYVILLE, TX	76034	6213 LANTANA CT
WILLIAMSON, DAVID	COLLEYVILLE, TX	76034	6403 BORDEAUX PK
NIXON, MARK	COLLEYVILLE, TX	76034	6209 LANTANA CT
HALLETT, CHARLES E	COLLEYVILLE, TX	76034	6504 HORSESHOE BEND
PALMER, AUBRA W	COLLEYVILLE, TX	76034	6406 LORRAINE PK
GTP ACQUISITION PARTNERS II	ATLANTA, GA	31139	813 MCDONWELL SCHOOL RD W
MATHEW, ARUN	COLLEYVILLE, TX	76034	6304 LANTANA CT
BOUTON, TERRY L	COLLEYVILLE, TX	76034	611 TERRACE LN
DURBIN, RICHARD G	COLLEYVILLE, TX	76034	725 ARCADY LN
ROUILLIER, NORMAN	COLLEYVILLE, TX	76034	713 ARCADY LN
BURCHETT-BAGBY LIVING TRUST	COLLEYVILLE, TX	76034	6405 LORRAINE PK
BURTON, BARRY L	COLLEYVILLE, TX	76034	615 TERRACE LN
WIRDZEK, TODD	COLLEYVILLE, TX	76034	6500 HORSESHOE BEND
WILLIAM J AND SHELLEY R CONN FA	COLLEYVILLE, TX	76034	619 TERRACE LN
DERGAN, CHRISTOPHER	COLLEYVILLE, TX	76034	705 ARCADY LN
KLEIN, DONALD W	COLLEYVILLE, TX	76034	721 ARCADY LN
EVANS, DAVID	COLLEYVILLE, TX	76034	717 ARCADY LN
ROBERTS, KAREN	COLLEYVILLE, TX	76034	6409 LORRAINE PK
GARRETT, COY E	ARLINGTON, TX	76013	709 ARCADY LN
SCHNIEGENBERG, GREGORY	COLLEYVILLE, TX	76034	901 LEGACY TR
COMMONWEALTH VICTORY TRUST	COLLEYVILLE, TX	76034	6201 RIDGEWOOD LN
LAINE, RURI	COLLEYVILLE, TX	76034	905 LEGACY TR
CHUNG, KRAMER	COLLEYVILLE, TX	76034	809 LEGACY TR
JBH IRREVOCABLE ASSET TRUST	ARLINGTON, TX	76003	807 MARIE DR
SOUTHERN PLACES LLC	SOUTHLAKE, TX	76092	707 MARIE DR
GENZER, STEPHEN	COLLEYVILLE, TX	76034	808 SAWYER DR
MENTAVLOS, MICHAEL	COLLEYVILLE, TX	76034	704 SAWYER DR
STOVALL, DANITA	COLLEYVILLE, TX	76034	812 SAWYER DR
ANAND, KAPIL	FORT WORTH, TX	76244	811 MARIE DR
PATEL, RUPAL	FREMONT, CA	94539	803 MARIE DR
CHIP ROOP IRREVOCABLE LIVING TR	PIKEVILLE, KY	41502	804 SAWYER DR
TRAINOR, KAREN	COLLEYVILLE, TX	76034	712 SAWYER DR
LAIRD, JOHN	NORTH RICHLAND HILLS, TX	76182	711 MARIE DR
MILLER, KENNETH	NORTH RICHLAND HILLS, TX	76182	703 MARIE DR
YUHAN, JOHN	HURST, TX	76054	708 SAWYER DR
STALLINGS FAMILY LIMITED PARTNE	SOUTHLAKE, TX	76092	830 MARIE DR
WINSTAR CONTRACTORS LP	FORT WORTH, TX	76116	826 MARIE DR
GATHWAL, KRISHNA	COLLEYVILLE, TX	76034	822 MARIE DR
OFF COURSE LLC	SOUTHLAKE, TX	76092	818 MARIE DR
KM PROPERTIES INCORPORATED	GRAPEVINE, TX	76051	814 MARIE DR
MORTON, JOHN	SOUTHLAKE, TX	76092	810 MARIE DR
GARFF, WHITNEY F	COLLEYVILLE, TX	76034	806 MARIE DR
AKINMURELE OLADOTUN	PORTALES, NM	88130	802 MARIE DR
JOAN C HUEY REVOCABLE LIVING TR	COLLEYVILLE, TX	76034	718 MARIE DR
GUERRA, ROBERT	COLLEYVILLE, TX	76034	714 MARIE DR
FRENCH BEARS REVOCABLE TRUST	COLLEYVILLE, TX	76034	710 MARIE DR
MOWDY, FLOYD DANIEL	COLLEYVILLE, TX	76034	706 MARIE DR
BROADWAY, CATHY	COLLEYVILLE, TX	76034	702 MARIE DR
REMINGTON PARK ADDITION	KELLER, TX	76244	COURTESY NOTICE
THE LEGACY	DENTON, TX	76206	COURTESY NOTICE
LAVACA TRAIL ESTATES	COLLEYVILLE, TX	76034	COURTESY NOTICE
ROSEWOOD VILLAS	COLLEYVILLE, TX	76034	COURTESY NOTICE
VILLAS OF COLLEYVILLE	NORTH RICHLAND HILLS, TX	76180	COURTESY NOTICE
KELLER ISD	KELLER, TX	76248	STATE REQUIRED
WILLOWTREE CUSTOM HOMES	SOUTHLAKE, TX	76092	APPLICANT

RESOLUTION R-24-4930

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF ORDINANCE O-19-2075, SPECIFICALLY FOR LOT COVERAGE, IN THE PUD-R PLANNED UNIT DEVELOPMENT - RESIDENTIAL DISTRICT, FOR LOT 4, BLOCK B, LEGACY NORTH ADDITION, LOCATED AT 803 MARIE DRIVE

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

- Sec. 1. THAT the variance to allow for the lot coverage to be 36.4 percent in the PUD-R Planned Unit Development – Residential district located at 803 Marie Drive (the “Property”), as depicted in Exhibit “A” hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF APRIL 2024.

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	_____		

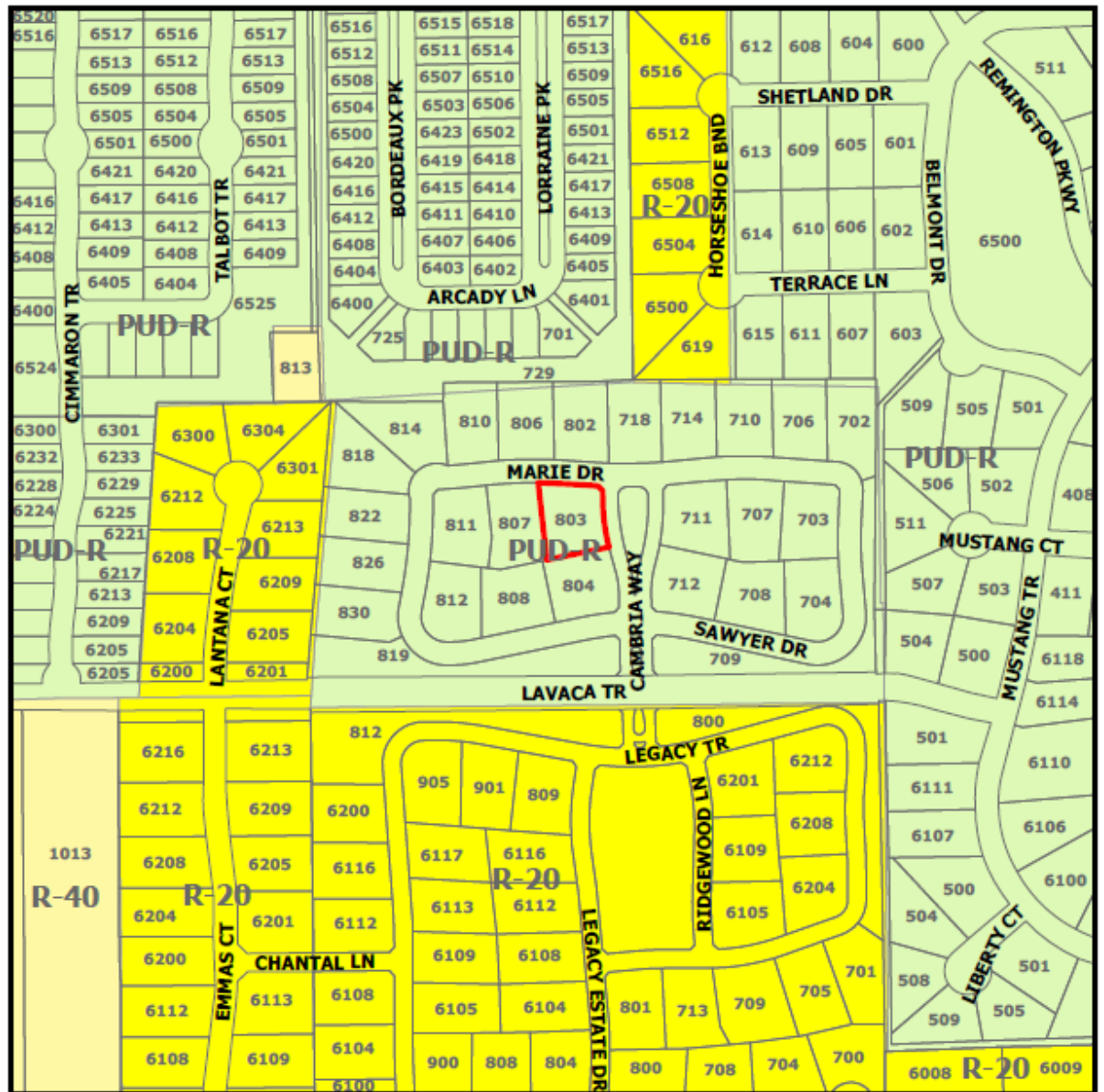
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Attachment "A"



[illegible]

CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

DRC Review: The Development Review Committee (DRC) reviewed the request at their March 18, 2024 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: N/A

Surrounding Development: The properties to the north, south, east, and west are zoned R-40 Single Family Residential district and are improved with single-family residential homes.

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

Staff Recommendation: Staff recommends denial due to technical non-compliance.

Financial Impact

There is no financial impact to the City.

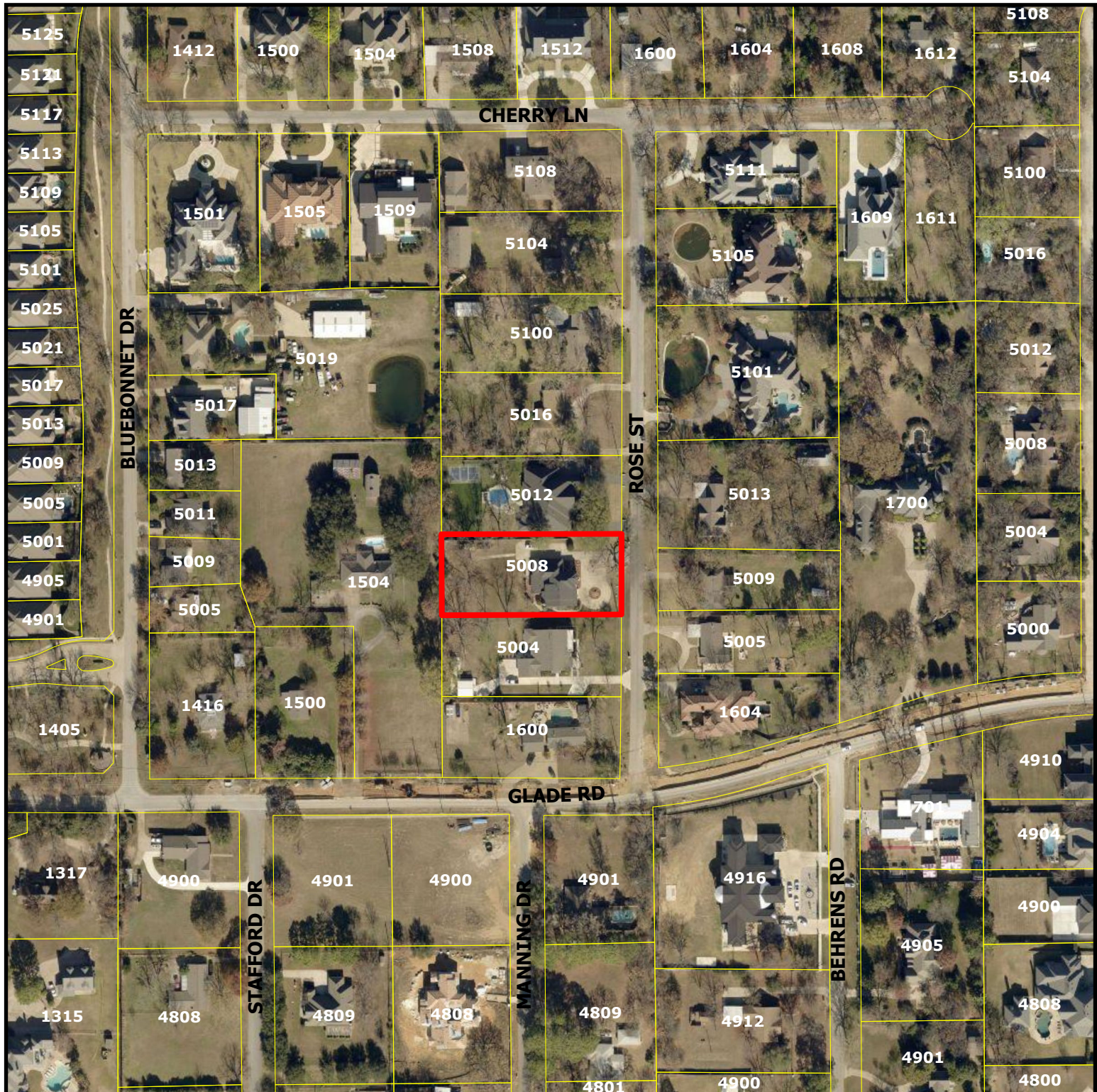
Recommendation

Denial

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Grading-Drainage Plan
7. Notification Map
8. Notification Letter
9. Notification List
10. Resolution R-24-4931

Aerial Map

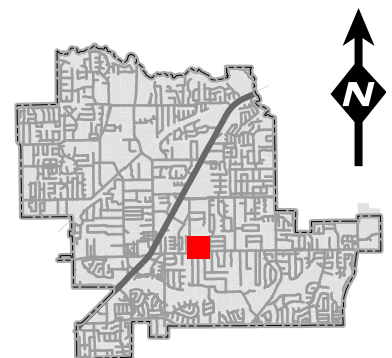


VC24-005

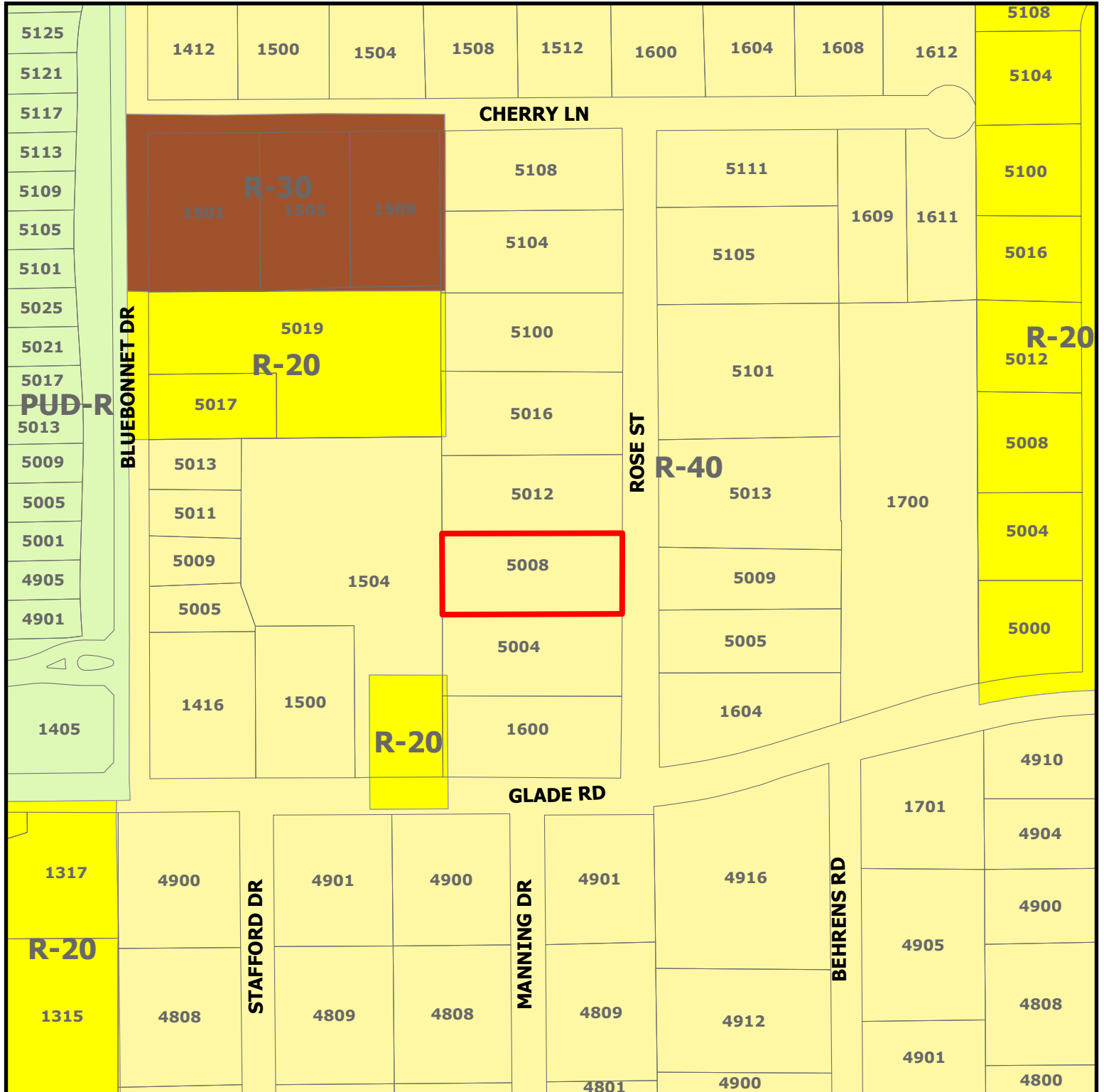
5008 Rose St

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 Subject Property



Zoning Map

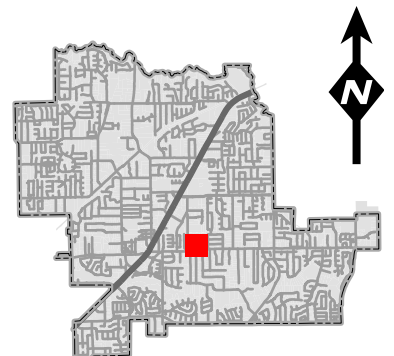


VC24-005

5008 Rose St

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 Subject Property



Future Land Use Map



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VC24-005

5008 Rose St

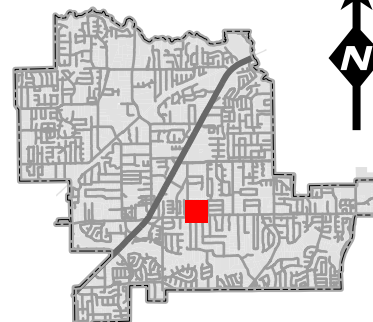
Residential



Open Space; Parks



Subject Property



Lane Property 5008 Rose St, Colleyville

Purpose for variance request.

Requesting variance to the lot size to allow 3for accessory building.

Reference No: 1702285008 G.F. No: 18002359SL
Title Co: TEXAS PREMIER TITLE
Purchaser: LANE

PROPERTY DESCRIPTION

Lot 15, Community Home Addition, an Addition to the City of Colleyville, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-R, Page 40, of the Plat Records of Tarrant County, Texas.

LOT 1
11402 / 577

DIRECTIONAL CONTROL LINE
RECORD - 125.00'
MEAS. DUE NORTH - 125.17'

FND. 1/2" IR

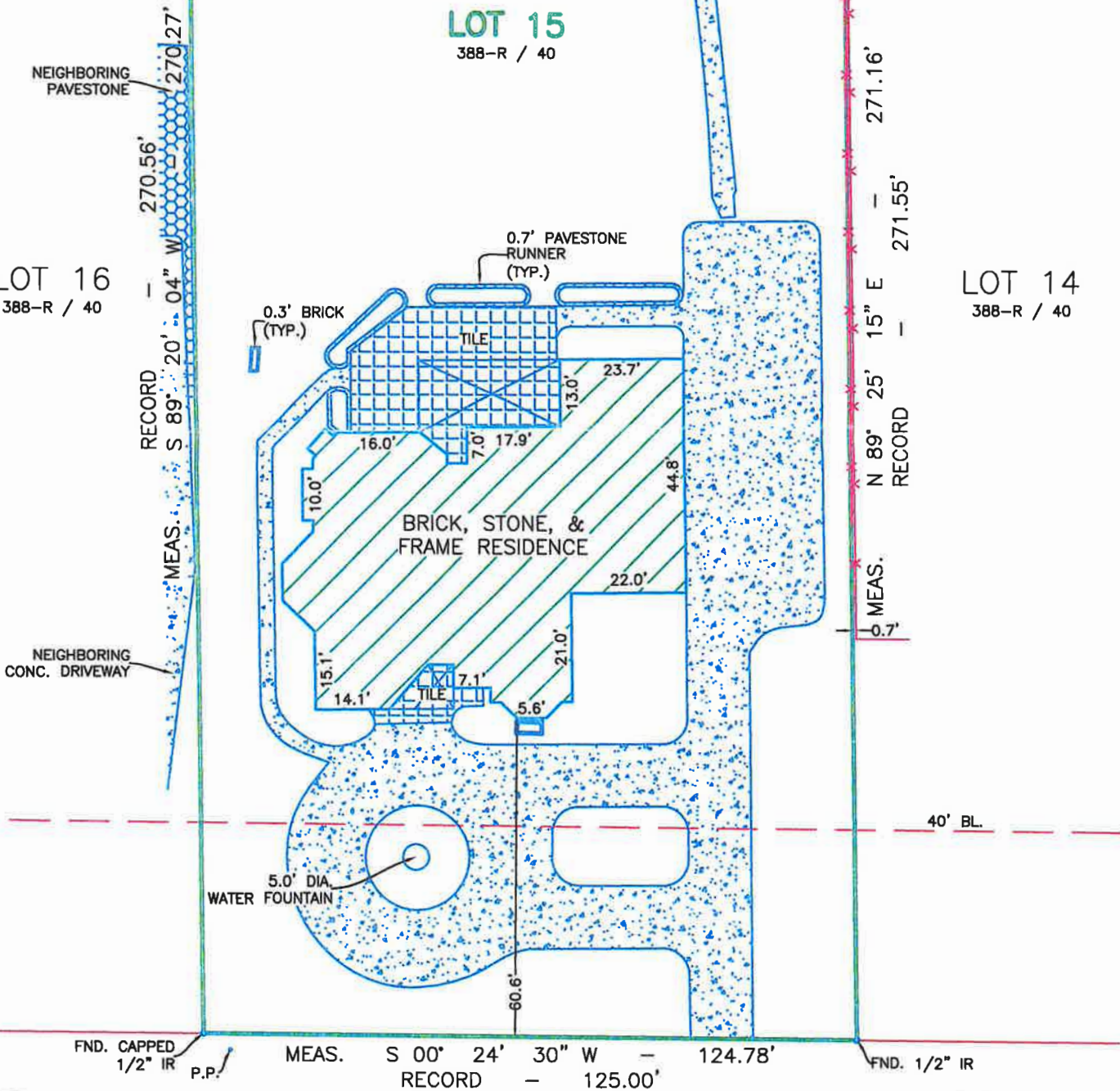
(CONTROL)
FND. 1/2" IR

6" UTILITY ESMT.
388-R / 40

LOT 15
388-R / 40

LOT 16
388-R / 40

LOT 14
388-R / 40



SCALE: 1" = 30'

5008 ROSE STREET

SURVEYORS CERTIFICATION

I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD, VISIBLE EASEMENTS AND THOSE OF WHICH THE SURVEYOR HAS BEEN GIVEN WRITTEN NOTICE FROM TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED FOR ONE SINGLE USE. THIS SURVEY WILL BE VOID IF USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.

PROLINE

SURVEYING LTD.

www.prolinesurveyors.com

Ph# 817-276-1148 info@prolinesurveyors.com

© Proline Surveying, LTD. 2017

SURVEY CAN BE UPDATED FOR DISCOUNTED PRICE



This survey is hereby
accepted and approved.

Ramon D. La
Purchaser
Kristi Lynne Lane
Purchaser
3-17-17
Date

—	BOUNDARY LINE
—	BUILDING
—	OVERHEAD UTILITIES
—	FENCE
—	BRICK
—	WOOD DECK
—	CONCRETE

LEGEND



STATE FIRM REGISTRATION NUMBER 10193797

DRAWN BY: DF

DATE: 3-1-17

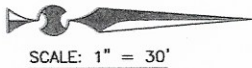
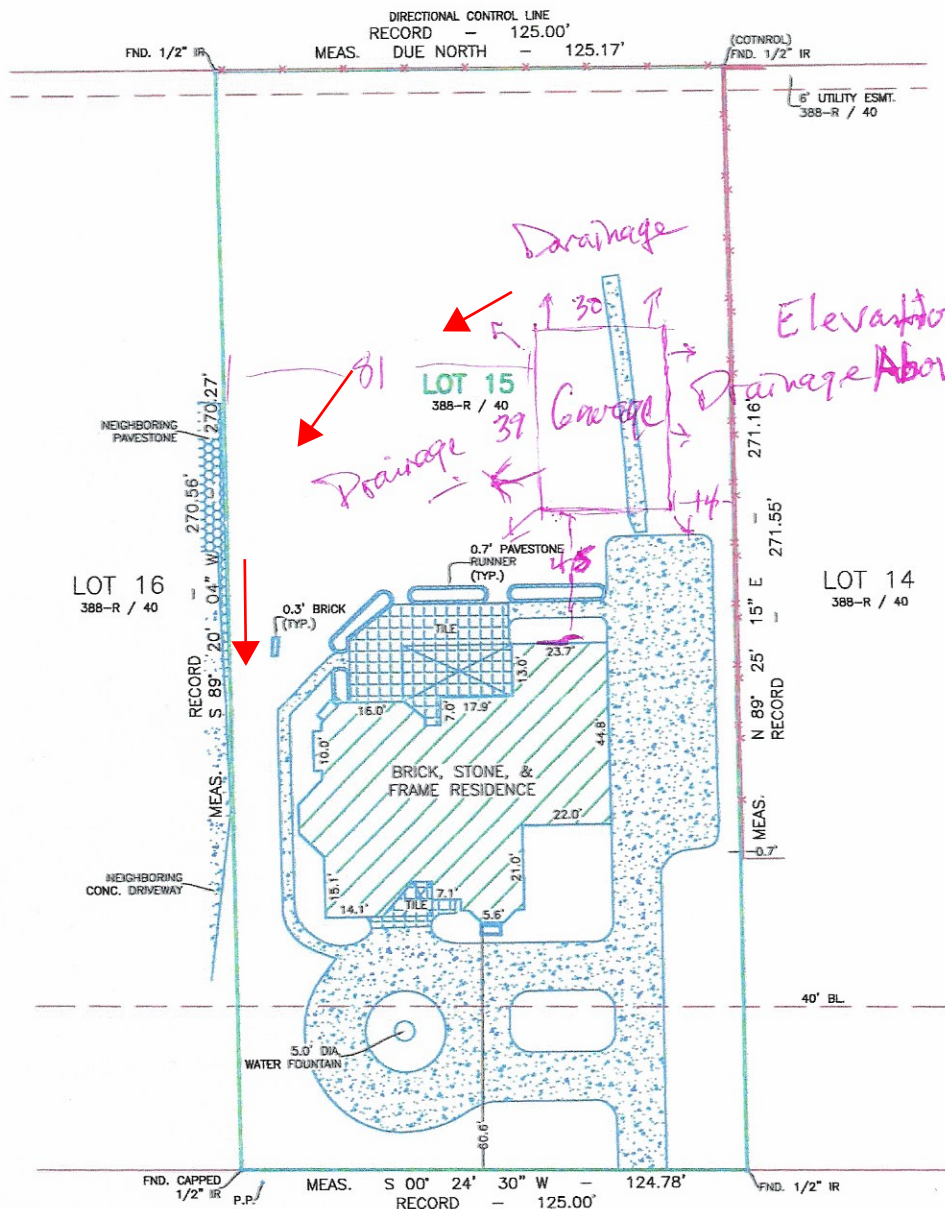
SURVEY ONLY VALID WITH ORIGINAL SIGNATURE

Reference No: 1702285008 G.F. No: 18002359SL
Title Co: TEXAS PREMIER TITLE
Purchaser: LANE

PROPERTY DESCRIPTION

Lot 15, Community Home Addition, an Addition to the City of Colleyville, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-R, Page 40, of the Plat Records of Tarrant County, Texas.

LOT 1
11402 / 577



SURVEYORS CERTIFICATION

I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD, VISIBLE EASEMENTS AND THOSE OF WHICH THE SURVEYOR HAS BEEN GIVEN WRITTEN NOTICE FROM TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED FOR ONE SINGLE USE. THIS SURVEY WILL BE VOID IF USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.

PROLINE
SURVEYING LTD.

www.prolinesurveyors.com

Ph# 817-276-1148 info@prolinesurveyors.com

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SURVEY CAN BE UPDATED FOR DISCOUNTED PRICE

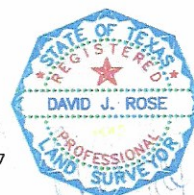


This survey is hereby
accepted and approved.

Rose
Purchaser
Epstein
Purchaser
3-17-17
Date

STATE FIRM REGISTRATION NUMBER 10193797

	BOUNDARY LINE
	BUILDING
	OVERHEAD UTILITIES
	FENCE
	BRICK
	WOOD DECK
	CONCRETE

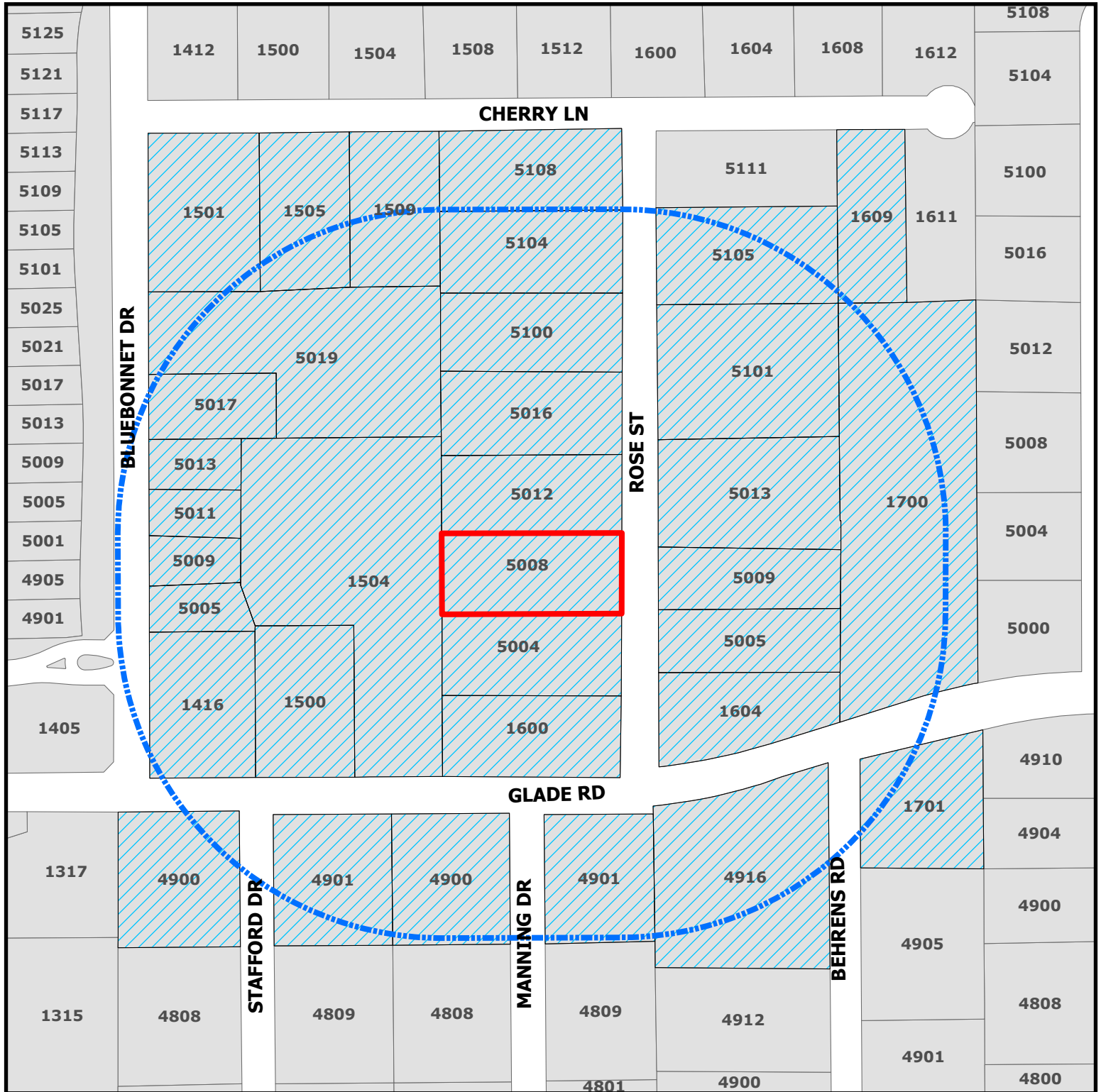


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DATE: 3-1-17

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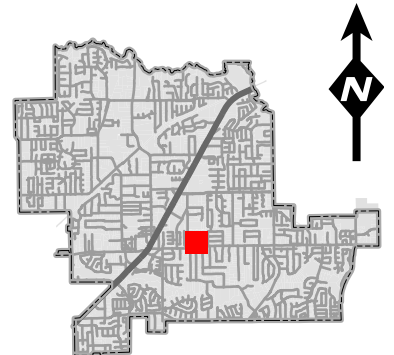
Notification Map



VC24-005

5008 Rose St

-  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.



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

**City Council Meeting: Tuesday, April 16, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a Variance to lot size on Lot 15 of the Community Home Addition. The purpose of the variance is to allow for an accessory building. The size of the lot does not comply with the minimum area or width regulations of the R-40 Single Family Residential zoning district.

Zoning Case: VC24-005

Applicant: Morton Buildings, Inc

Owner: Ronnie and Kristi Lane Revocable Trust

Location: 5008 Rose St

Property Description: Lot 15, of the Community Home Addition

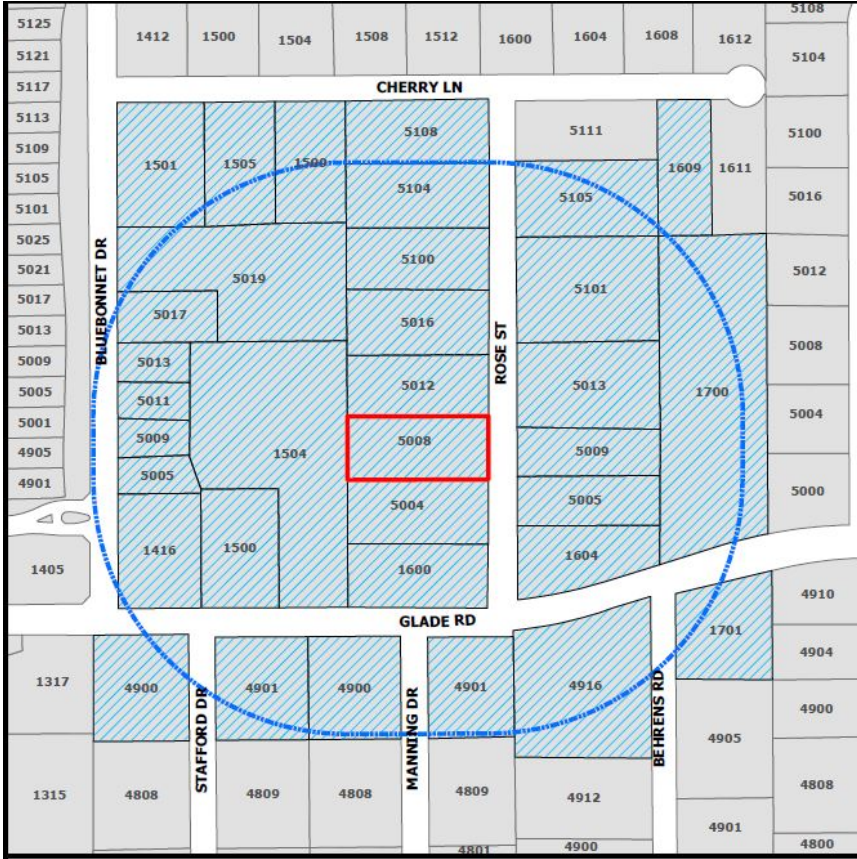
Present Zoning: R-40, Single Family Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Action by the City Council serves as a final action on the request.

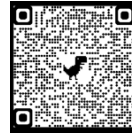
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com**

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 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

Owner Name	Owner City	Owner Zip	Situs Address
BABIN, CHRISTOPHER	COLLEYVILLE, TX	76034	1504 GLADE RD
BEDDOE, MATTHEW	COLLEYVILLE, TX	76034	5019 BLUEBONNET DR
COLLEYVILLE, CITY OF	COLLEYVILLE, TX	76034	1416 GLADE RD
WINTERS, DAN L	COLLEYVILLE, TX	76034	5013 ROSE ST
WINSWORTH, LLOYD A	SANTA ROSA, CA	95405	4900 STAFFORD DR
HERRON, DAVID	COLLEYVILLE, TX	76034	5105 ROSE ST
WILLIAMS, LACI	COLLEYVILLE, TX	76034	5012 ROSE ST
ALBERT, JOHN M	COLLEYVILLE, TX	76034	5004 ROSE ST
SMITH, RICHARD	COLLEYVILLE, TX	76034	4901 MANNING DR
GRIFFIN, JOHN	COLLEYVILLE, TX	76034	1500 GLADE RD
STEWART, LARRY R	COLLEYVILLE, TX	76034	5009 ROSE ST
MOORE, MELISSA	COLLEYVILLE, TX	76034	5013 BLUEBONNET DR
LUCKHORN CAPITAL LLC	COLLEYVILLE, TX	76034	4901 STAFFORD DR
STEWART, CONNIE	COLLEYVILLE, TX	76034	5100 ROSE ST
FORDYCE, MARK	COLLEYVILLE, TX	76034	5101 ROSE ST
BONNIE STANFIELD TRUST	MC KINNEY, TX	75069	5009 BLUEBONNET DR
HERRING, CANDY	COLLEYVILLE, TX	76034	1600 GLADE RD
GARDNER, JACKIE	COLLEYVILLE, TX	76034	5017 BLUEBONNET DR
NGUYEN, HAI	COLLEYVILLE, TX	76034	4916 BEHRENS RD
BONNIE STANFIELD TRUST	FORT WORTH, TX	76102	5005 BLUEBONNET DR
DAVID AND KECIA MALDONADO REVOC	COLLEYVILLE, TX	76034	1701 GLADE RD
BACA, CHAD	COLLEYVILLE, TX	76034	5005 ROSE ST
ROBERT SALTER FAMILY LP	FORT WORTH, TX	76102	5011 BLUEBONNET DR
STEWART, LARRY	COLLEYVILLE, TX	76034	5016 ROSE ST
BAUM, DANIEL	COLLEYVILLE, TX	76034	1604 GLADE RD
RONNIE AND KRISTI LANE REVOCABL	COLLEYVILLE, TX	76034	5008 ROSE ST
TRAVIS, COLIN	COLLEYVILLE, TX	76034	1609 CHERRY LN
DUCIC, YADRANKO	COLLEYVILLE, TX	76034	1700 GLADE RD
DONEPUDI, SREECHANDRA	COLLEYVILLE, TX	76034	1501 CHERRY LN
STEWART, LARRY	COLLEYVILLE, TX	76034	1509 CHERRY LN
MADAR, ALEXANDER	COLLEYVILLE, TX	76034	1505 CHERRY LN
WINSWORTH, LLOYD A	SANTA ROSA, CA	95405	4900 MANNING DR
COURON, SUSAN	COLLEYVILLE, TX	76034	5108 ROSE ST
CLARK, HARRY P	COLLEYVILLE, TX	76034	5104 ROSE ST
CHELSEA PARK ADDITION	COLLEYVILLE, TX	76034	COURTESY NOTICE
BRIDGES AT RIVERWALK ADDITION	COLLEYVILLE, TX	76034	COURTESY NOTICE
PRESERVATION	COPPELL, TX	75019	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	GRAPEVINE, TX	76051	STATE REQUIRED
MORTON BUILDERS, INC.	MORTON, IL	61550	APPLICANT

RESOLUTION R-24-4931

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 3.24.G SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA AND LOT WIDTH, IN THE R-40 SINGLE FAMILY RESIDENTIAL DISTRICT, FOR LOT 15, COMMUNITY HOME ADDITION, LOCATED AT 5008 ROSE STREET

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

- Sec. 1. THAT the variance to allow for the lot area to be 33,776 square feet and the lot width to be 125 feet in the R-40 Single Family Residential district located at 5008 Rose Street (the "Property"), as depicted in Exhibit "A" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF APRIL 2024.

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

Attachment "A"

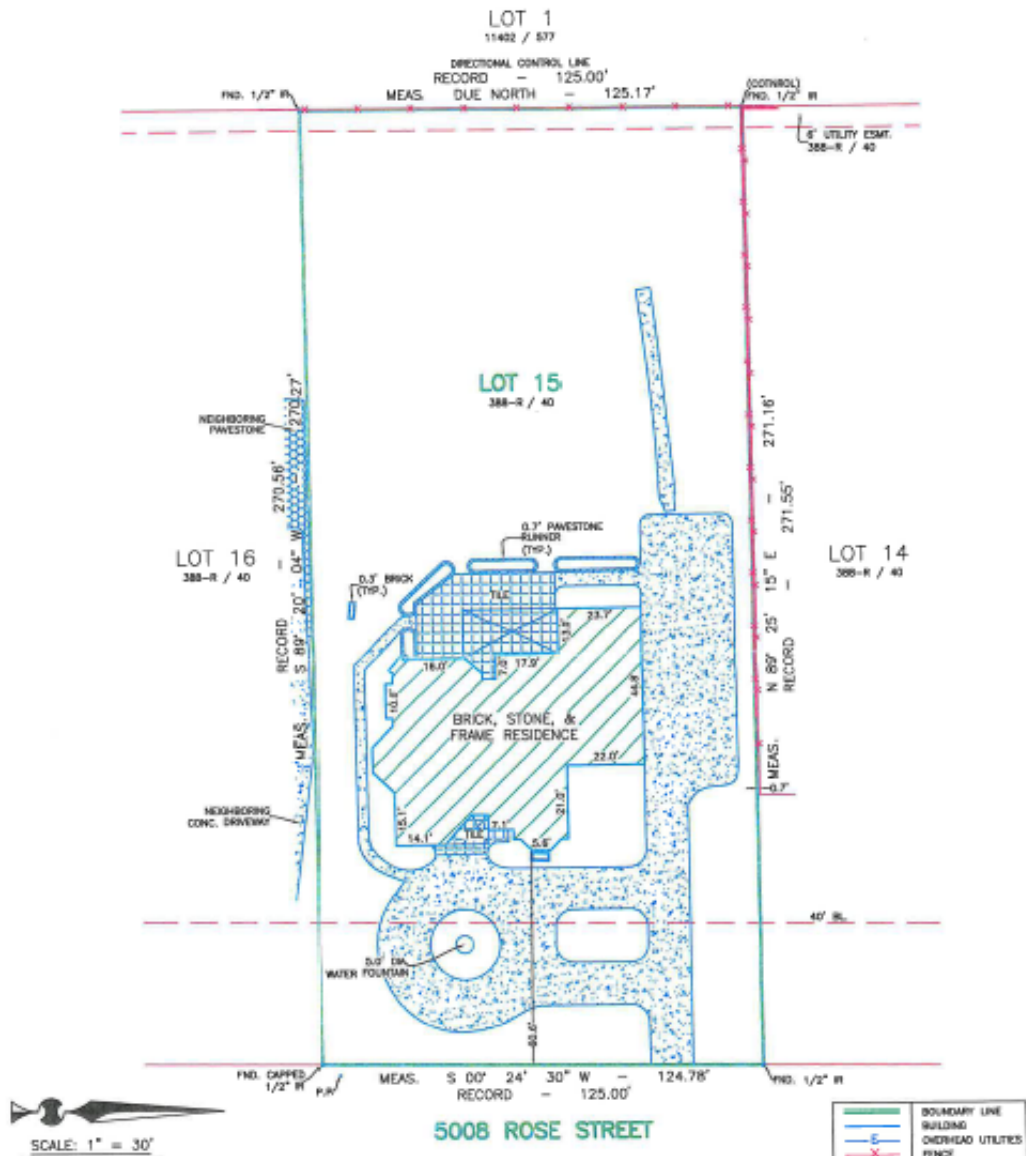


Attachment "B"

Reference No: 1702285006 G.F. No: 18002359SL
Title Co: TEXAS PREMIER TITLE
Purchaser: LANE

PROPERTY DESCRIPTION

Lot 15, Community Home Addition, an Addition to the City of Colleyville, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-R, Page 40, of the Plat Records of Tarrant County, Texas.



SURVEYOR'S CERTIFICATION

I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, AND PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD, VISIBLE EASEMENTS AND THOSE OF WHICH THE SURVEYOR HAS BEEN GIVEN WRITTEN NOTICE FROM TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED FOR ONE SINGLE USE. THIS SURVEY WILL BE VOID IF USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.

PROLINE
SURVEYING LTD.
www.prolinesurveyors.com

Ph: 817-276-1148 info@prolinesurveyors.com
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SURVEY CAN BE UPDATED FOR DISCOUNTED PRICE



This survey is hereby accepted and approved.

Russell D. Lane
Purchaser
Xiquita Lane
Purchaser
3-17-17
Date

STATE FIRM REGISTRATION NUMBER 10193797

DRAWN BY: DF

DATE: 3-1-17

SURVEY ONLY VALID WITH ORIGINAL SIGNATURE





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8a

Agenda Date 4/16/2024

Number Resolution R-24-4926

Type Resolution

Department City Council

Title

Consideration of a variance to lot size, side yard setback, maximum lot coverage, and maximum impervious coverage on Lot 3, Block 19, of Woodland Hills at Colleyville, located at 3401 Middleton Way, Case VC24-003

Explanation

Reading and Public Hearing

THE ITEM WAS TABLED FROM THE APRIL 2, 2024 MEETING.

Strong Rock Landscaping, the applicant, has submitted a request for a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code, specifically to lot size (area, width, and depth), lot coverage, side yard setback, and impervious coverage in the RD Two-Family Residential zoning district. The request is to allow for a new patio cover to be built within the required side yard setback and to allow for the site to exceed the maximum allowable lot and impervious coverage to allow for additional concrete and turf to be added in the backyard.

Existing Conditions/Background: The subject property, 3401 Middleton Way, has RD zoning and is located east of the intersection of Cheek-Sparger and Pembroke Road West. The subject property is generally located northeast of the intersection of Cheek-Sparger Road and Martin Parkway, and is developed with a single-family residence built in 1988.

Requested Variance: The applicant is requesting a variance to the lot size (area, width, and depth), allowable maximum lot coverage, side yard setback, and maximum impervious coverage to allow for a new patio cover to be built and to add additional turf and concrete in the backyard. The patio cover would be placed within the required 10 foot side yard setback. Additionally, the lot does not conform to the lot size, lot setback, and lot and impervious coverage requirements of the R-20 zoning district standards, and as such would require variances to permit new construction.

Section 3.14 RD - Two-Family Residential District

F. Single-Family Residential Uses – When a property with RD zoning is developed with a single-family residential use, the property shall conform to the standards of the R-20 Single Family Residential zoning district.

Minimum Lot Size	20,000 square feet	9,689 square feet
Minimum Lot Width	100 feet	85 feet
Minimum Lot Depth	125 feet	115 feet
Front/Street Side Building Line	30 feet	
Side Building Line	10 feet	6 feet
Rear Building Line	25 feet	
Max. Lot Coverage	30%	~41%
Max. Impervious Coverage	60%	~79%

Analysis: Properties developed for a single-family use in the RD zoning district must conform to R-20 Single Family Residential standards. The lot fails to meet the lot size requirements of R-20 and requires a variance to allow for new construction. The proposed cover would be attached to the house and made integral to the home. The cover would extend into the required side yard setback and be placed 6 feet away from the side property line. The lot is currently at 66.56% impervious coverage and the new patio cover, turf, and concrete would place the lot at approximately 79% impervious coverage.

Plat Status: The property is currently platted as Lot 3, Block 19, of the Woodland Hills Addition.

DRC Review: The Development Review Committee (DRC) reviewed the request at their March 18, 2024 meeting and offered the following comments to the applicant.

- 1. Encroachment agreement is required to encroach into existing 5' drainage and utility easement.
- 2. Typically, vertical improvements are not recommended for approval by staff, but final approval is determined by the Public Works Director.

Drainage: NA

Surrounding Development: The properties to the north, east, and west are zoned RD and contain single-family residential development. Cheek-Sparger Road is located to the south.

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

Staff Recommendation: Staff recommends denial due to technical non-compliance.

Financial Impact

There is no financial impact to the City.

Recommendation

Denial

Attachments

1. Request to Table
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Statement of Planning Objectives
6. Site Plan
7. Attached Patio Cover
8. Pergola Exhibits
9. Site Plan Concrete and turf
10. Notification Letter
11. Notification Map
12. Notification List
13. Resolution R-24-4926

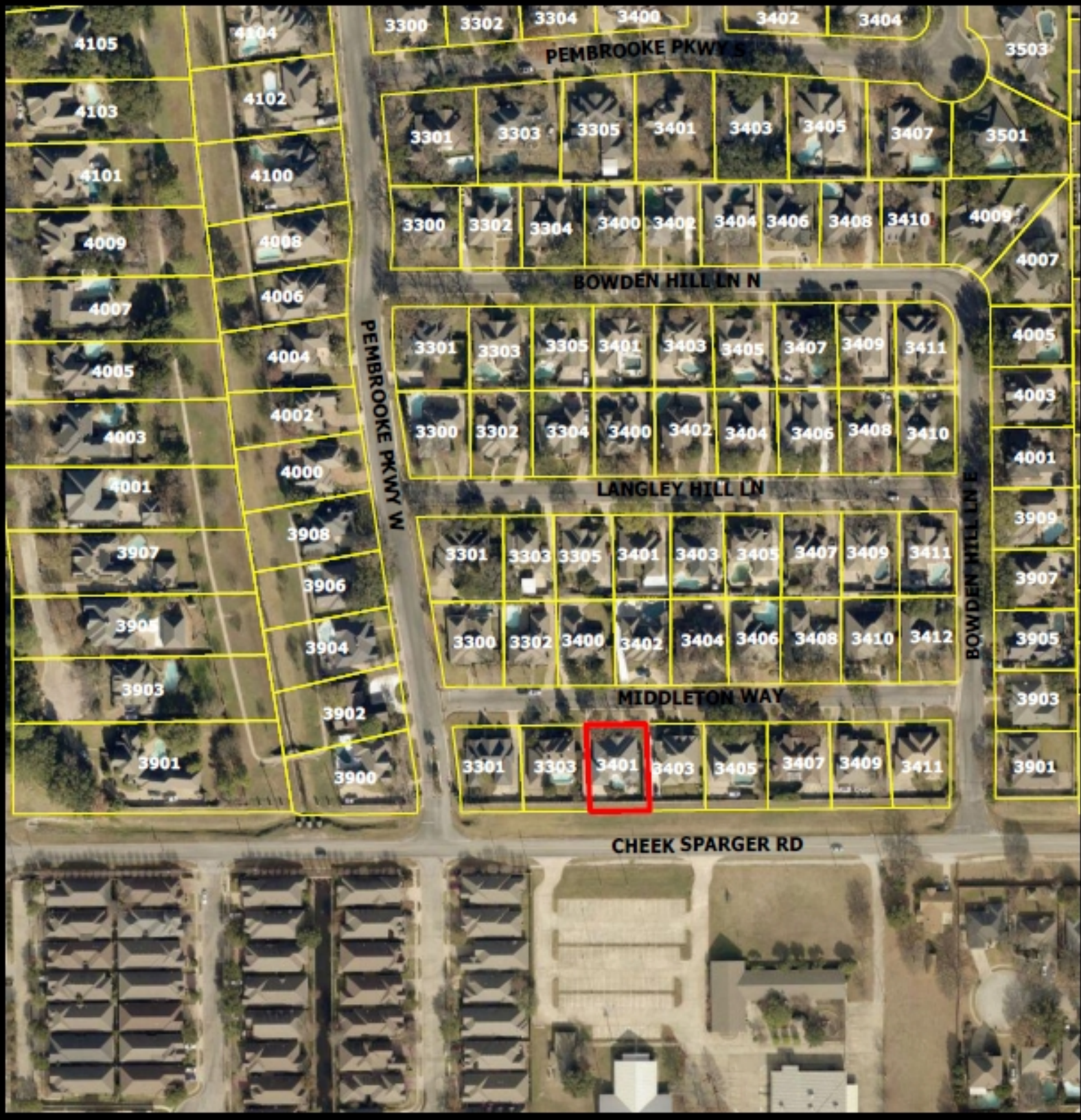
From: [Strong Rock Landscaping & Outdoors](#)
To: [Christopher Pham](#)
Subject: Re: 3401 Middleton Way Variance Requests
Date: Monday, March 25, 2024 1:31:29 PM
Attachments: [image001.png](#)

Hello Chris,

Can you please reschedule our variance request for the April 16th city council meeting please.

Thank you

Strong Rock Landscaping & Outdoors
Isaac Garcia (214) 684-6288



4105

4104

3300

3302

3304

3400

3402

3404

3503

4103

4102

PEMBROOKE PKWY S

3301

3303

3305

3401

3403

3405

3407

3501

4101

4100

3300

3302

3304

3400

3402

3404

3406

3408

3410

4009

4009

4008

4007

4007

4006

BOWDEN HILL LN N

3301

3303

3305

3401

3403

3405

3407

3409

3411

4005

4005

4004

4003

4003

4002

4001

4001

4000

LANGLEY HILL LN

3301

3303

3305

3401

3403

3405

3407

3409

3411

3909

3907

3908

3907

3905

3906

3905

3903

3904

3903

3901

3902

3901

3900

MIDDLETON WAY

3301

3303

3401

3403

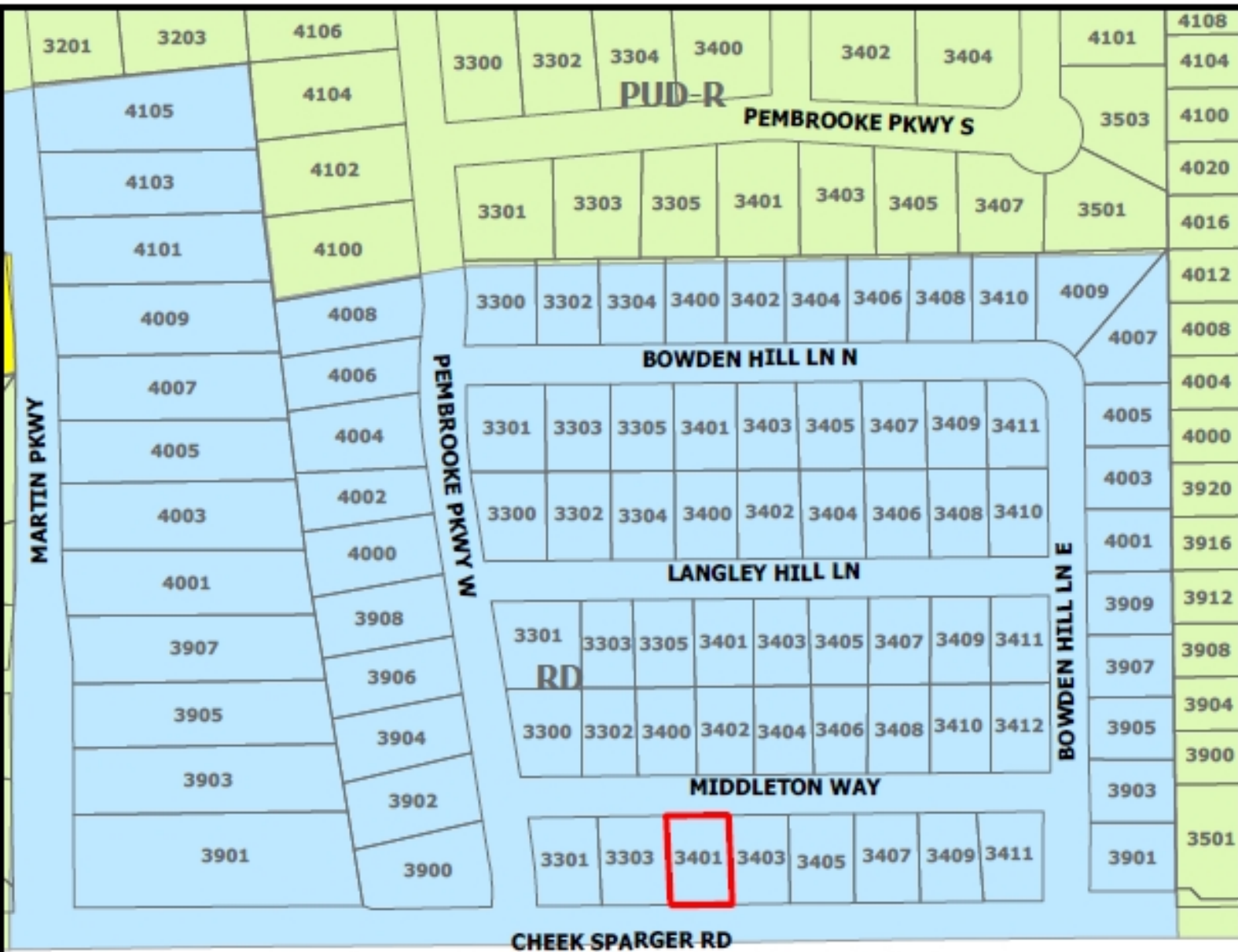
3405

3407

3409

3411

CHEEK SPARGER RD





3401 Middleton way Statement of Objectives

- Concrete will slab along the East side of the house but not attached to the foundation (1ft separation)
- Concrete slab under the new pergola area on the back of the house connected to the existing sidewalk around the pool
- Turf install along the back part of the yard closest to the brick fence (12x39)
All concrete will be sloped to properly to the drain
- All concrete will be sloped to properly to the the drains
- All drains will be upgraded to accommodate all the new upgrades

Several other houses in the vicinity also fully cover the backyard



Statement of Planning Objectives for 3401 Middleton way

- The pergola will be built more than 6ft from perimeter fences
- Pergola height 8ft tall at maximum point
- Similar pergola has been built on the same street
- Pergola will be built with natural cedar
- Pergola will not be attached to the house structurally

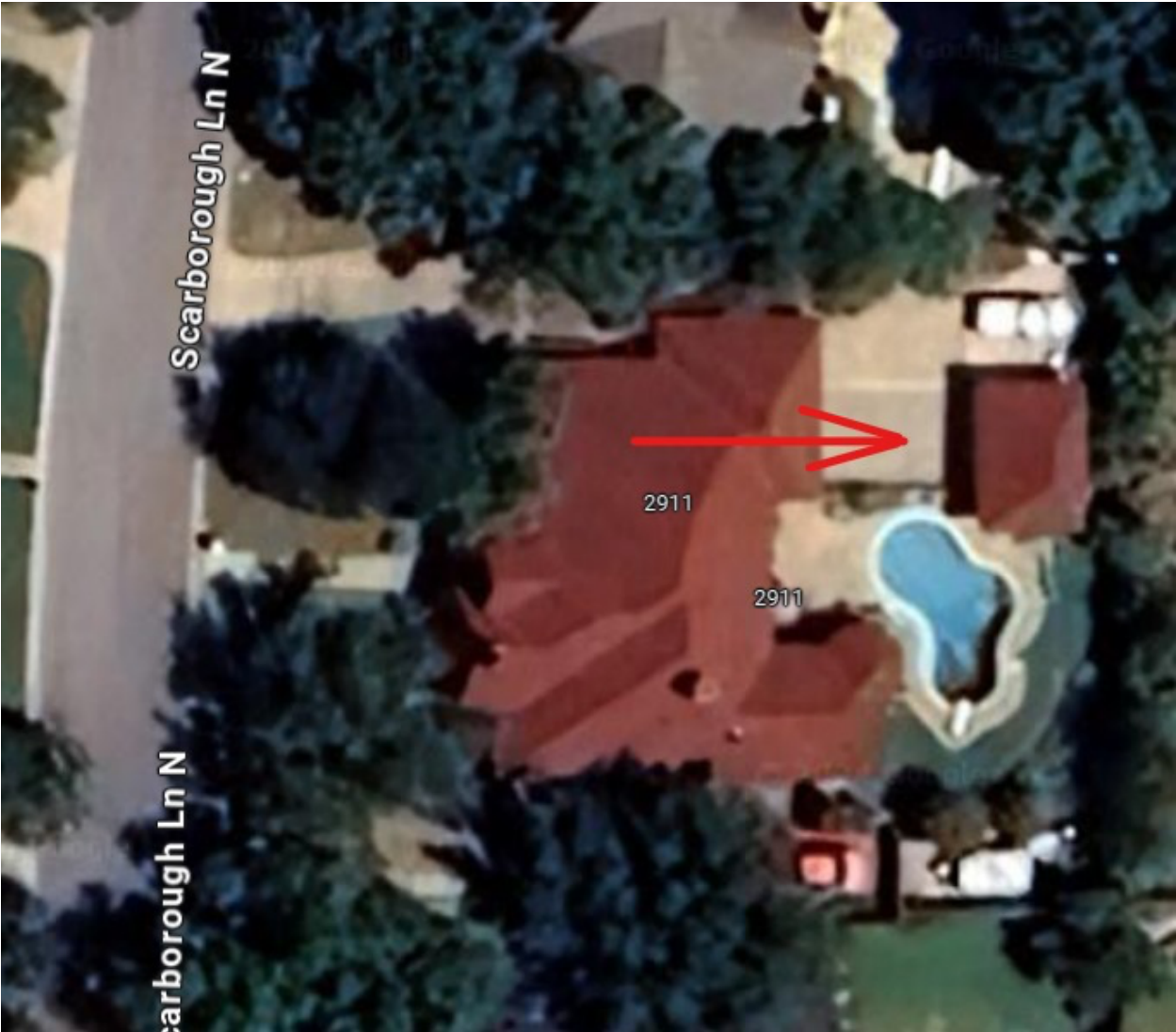
Houses in the neighborhood with pergolas:













3401 Middleton Way

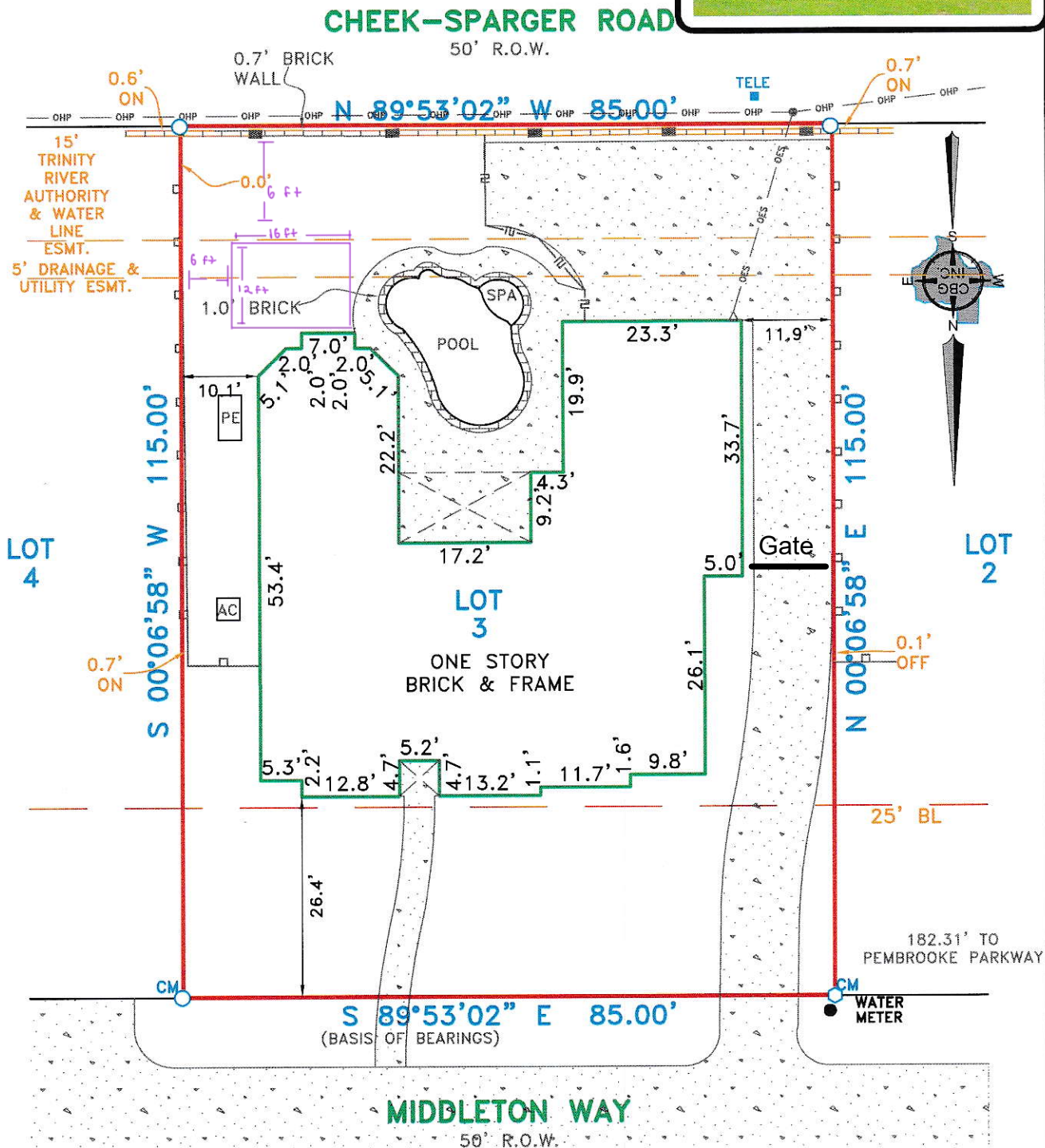
Being Lot 3, Block 19, AMENDING PLAT OF WOODLAND HILLS, SIXTH FILING, an Addition in Tarrant County, Texas, according to the Map or Plat thereof, recorded in Volume 388-181, Page 65, Plat Records, Tarrant County, Texas.

Independence Title
Explore www.independencetitle.com

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 3/8" ROD FOUND
- ⊗ "X" FOUND/SET
- ⊗ 5/8" ROD FOUND
- ◆ 60d NAIL FOUND
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- X— IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- //— EDGE OF ASPHALT
- ▲— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA

— Pergola 12 x 16
8ft tall



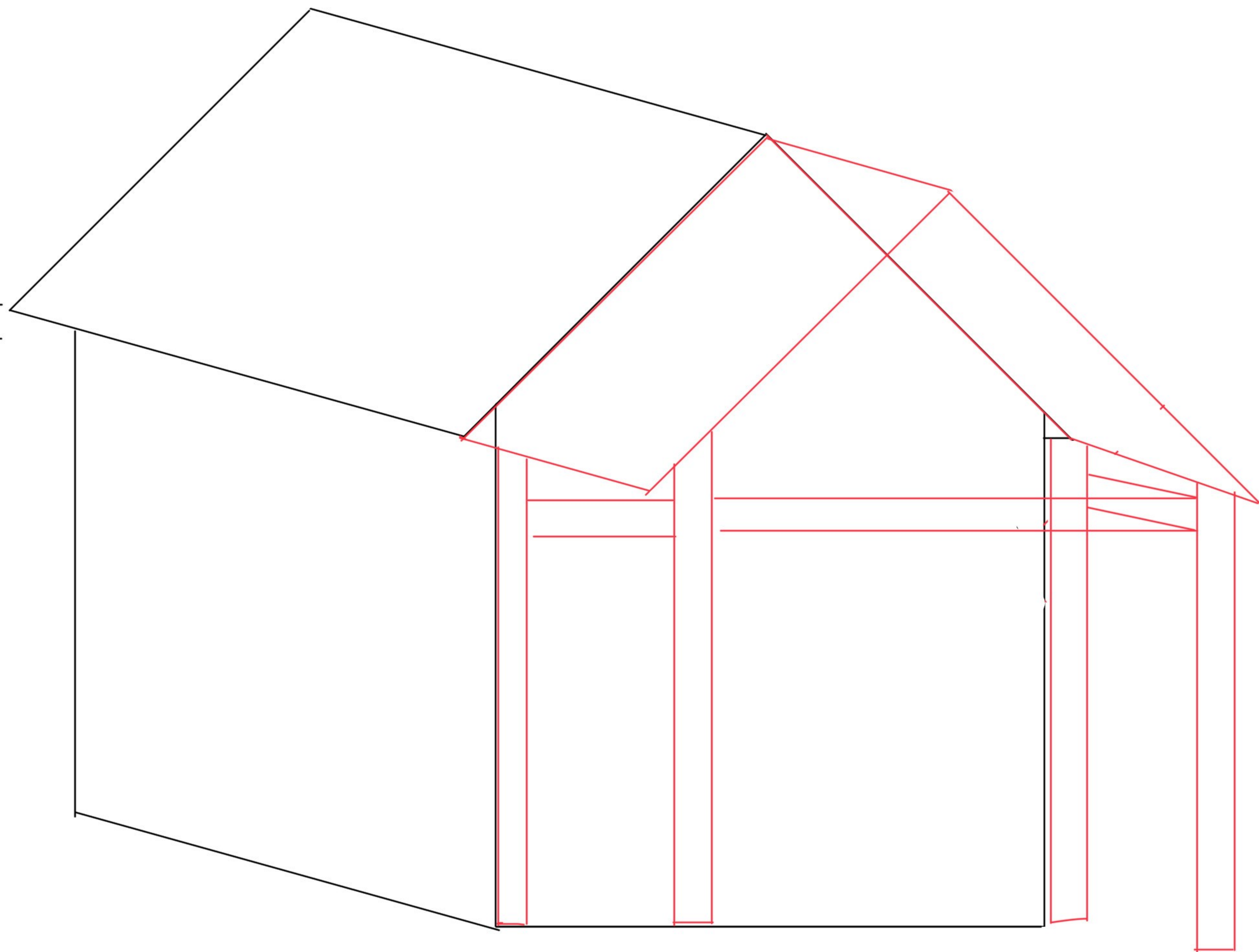
EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN

NOTES:

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48439C0230K, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.



12 ft

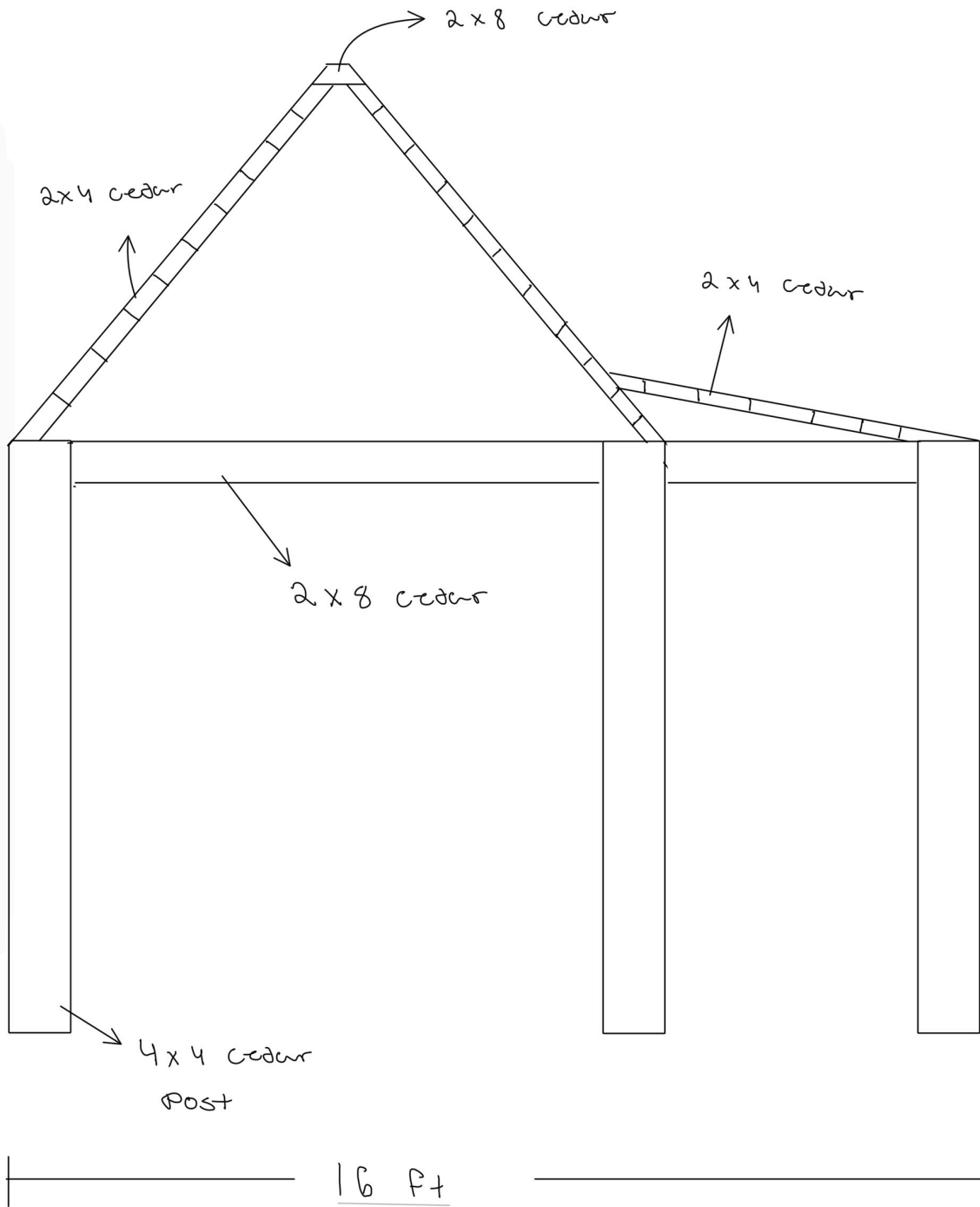
16 ft

3401 Middleton Way Pergola Exhibits

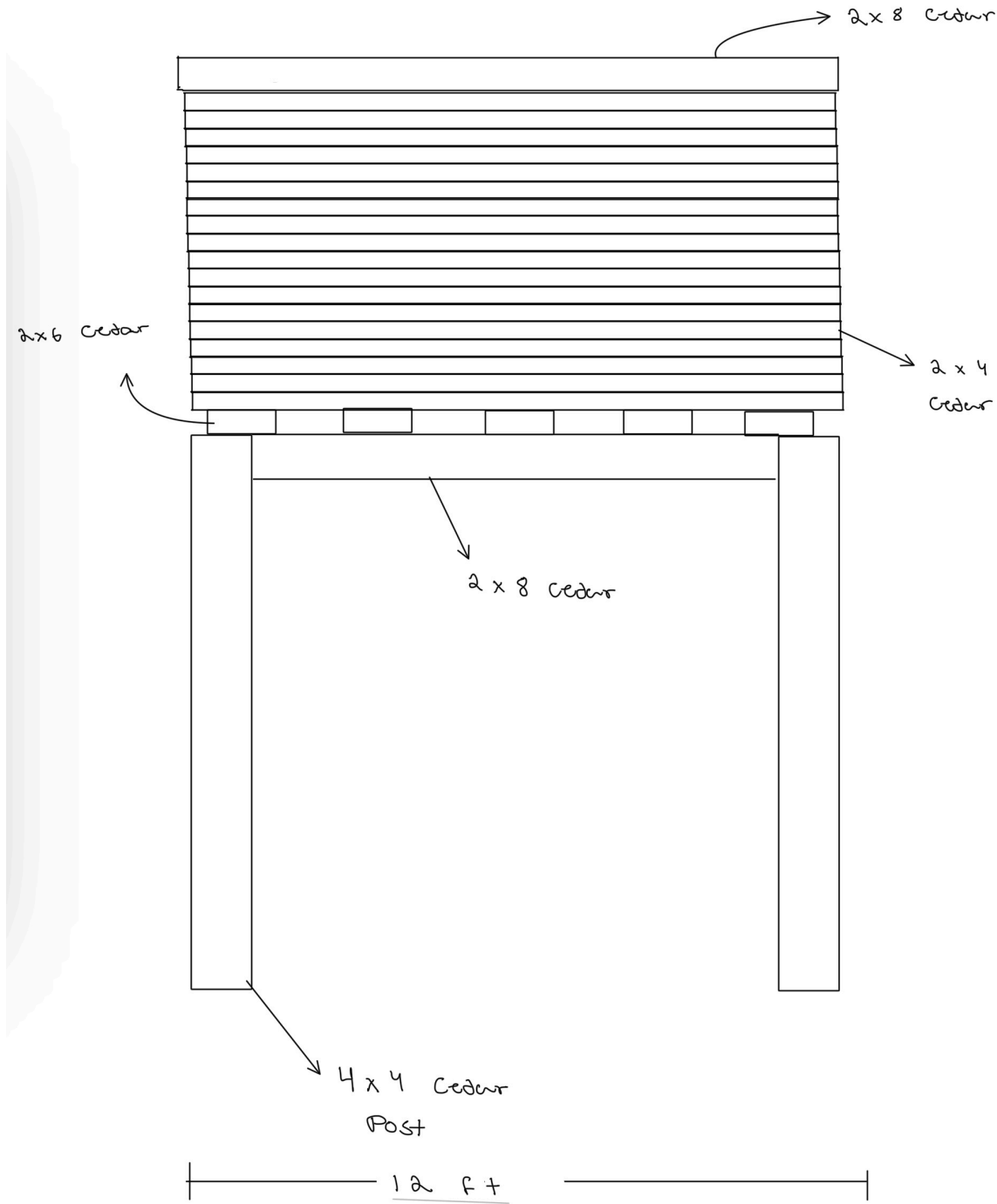


- The Red Line shows where the pergola will be attached to the house

Front Elevation



Side Elevation





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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Request: Consideration of a Variance to lot size, side yard setbacks, and maximum impervious coverage on Lot 3, Block 19, of Woodland Hills at Colleyville. The purpose of the variance is to allow for an attached patio cover to be built within the required side yard setback and concrete and turf to be added to the backyard which would exceed the allowable 60% impervious coverage. The size of the lot does not comply with the minimum area, width, or depth regulations.

Zoning Case: VC24-003

Applicant: Strong Rock Landscaping

Owner: Eleazar Mendoza

Location: 3401 Middleton Way

Property Description: Lot 3, Block 9, Woodland Hills at Colleyville

Present Zoning: RD Two-Family Residential

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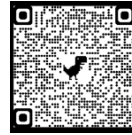
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Colleyville, TX 76034
Citizenletters@colleyville.com**

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For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner



Owner Name	Owner City	Owner Zip	Situs Address
EAST, DANNY GILBERT	COLLEYVILLE, TX	76034	4000 PEMBROOKE PKWY W
FISHER, GERALD	COLLEYVILLE, TX	76034	3401 LANGLEY HILL LN
SAVOIE, JOSEPH	COLLEYVILLE, TX	76034	3905 MARTIN PKWY
GRUMMER, ROGER H	COLLEYVILLE, TX	76034	3305 LANGLEY HILL LN
ORANGE SHARK 13 REVOCABLE TRUST	COLLEYVILLE, TX	75234	3300 MIDDLETON WAY
WALLACE, JOHN D	COLLEYVILLE, TX	76034	3304 LANGLEY HILL LN
HUBNIK, MELODY A	COLLEYVILLE, TX	76034	3302 LANGLEY HILL LN
MONTGOMERY, GREG	COLLEYVILLE, TX	76034	3302 MIDDLETON WAY
DO, KATHY	REDMOND, WA	98052	3404 MIDDLETON WAY
JONES, PATRICK F	COLLEYVILLE, TX	76034	3407 BOWDEN HILL LN N
GALANTE, WENDY	COLLEYVILLE, TX	76034	3406 MIDDLETON WAY
BEALS, ENELL	COLLEYVILLE, TX	76034	3405 BOWDEN HILL LN N
NOVAK, DAVID	COLLEYVILLE, TX	76034	3403 LANGLEY HILL LN
CANTU, GARY	COLLEYVILLE, TX	76034	3410 MIDDLETON WAY
MOSS, JAMES R	COLLEYVILLE, TX	76034	3901 MARTIN PKWY
JONES, PAUL	COLLEYVILLE, TX	76034	3303 BOWDEN HILL LN N
BURSON, BONNIE BETH	COLLEYVILLE, TX	76034	3407 LANGLEY HILL LN
BARSALLO, CESAR J	COLLEYVILLE, TX	76034	3403 MIDDLETON WAY
DEVITO, HELEN MARIE EST	COLLEYVILLE, TX	76034	3402 MIDDLETON WAY
BAILEY, MARY H	COLLEYVILLE, TX	76034	3303 LANGLEY HILL LN
FANNIN, WILLIAM P	COLLEYVILLE, TX	76034	3403 BOWDEN HILL LN N
SULAK, DEBORAH	COLLEYVILLE, TX	76034	3301 MIDDLETON WAY
JOHNSON, LARRY B	COLLEYVILLE, TX	76034	3408 LANGLEY HILL LN
GREER, BRADLEY	COLLEYVILLE, TX	76034	3404 LANGLEY HILL LN
MILLER, RONALD JAKE	COLLEYVILLE, TX	76034	3409 LANGLEY HILL LN
BRUTON, MELANIE M	COLLEYVILLE, TX	76034	3303 MIDDLETON WAY
PAZIK, CYNTHIA	COLLEYVILLE, TX	76034	3402 LANGLEY HILL LN
LEMERE, DEBORAH	COLLEYVILLE, TX	76034	3902 PEMBROOKE PKWY W
BILL AND MARY OTTO FAMILY TRUST	COLLEYVILLE, TX	76034	3412 MIDDLETON WAY
BALLARD, CHRISTOPHER L ETAL	COLLEYVILLE, TX	76034	3305 BOWDEN HILL LN N
HAKES, DANA	COLLEYVILLE, TX	76034	3904 PEMBROOKE PKWY W
BATES, STEPHEN	COLLEYVILLE, TX	76034	3411 LANGLEY HILL LN
SILVERMAN, DONALD	DALLAS, TX	75261	3411 MIDDLETON WAY
LETHCOE, CHERRY	COLLEYVILLE, TX	76034	3908 PEMBROOKE PKWY W
LEE, WEI JEN	COLLEYVILLE, TX	76034	3903 MARTIN PKWY
DAVIS, KELLY	COLLEYVILLE, TX	76034	3409 MIDDLETON WAY
SANCHEZ, MARIO A	COLLEYVILLE, TX	76034	3400 MIDDLETON WAY
IXANOV, RUSTEM	COLLEYVILLE, TX	76034	3301 LANGLEY HILL LN
MENDOZA, ELEAZAR	COLLEYVILLE, TX	76034	3401 MIDDLETON WAY
CABLE, RYAN	COLLEYVILLE, TX	76034	3405 LANGLEY HILL LN
BARNA, MARY ANN	COLLEYVILLE, TX	76034	3406 LANGLEY HILL LN
SHELTON, MELANIE	COLLEYVILLE, TX	76034	3400 LANGLEY HILL LN
BEVERS, KELLY	COLLEYVILLE, TX	76034	3300 LANGLEY HILL LN
HABAS, ANDREW	COLLEYVILLE, TX	76034	3907 MARTIN PKWY
BESSINGER, STANLEY	COLLEYVILLE, TX	76034	3407 MIDDLETON WAY
MCCARTNEY, CAMERON	COLLEYVILLE, TX	76034	3405 MIDDLETON WAY
AYERS, CRAIG W	COLLEYVILLE, TX	76034	3408 MIDDLETON WAY
CALDWELL, CARLA	COLLEYVILLE, TX	76034	3401 BOWDEN HILL LN N
ZIEGLER, DAVID C	COLLEYVILLE, TX	76034	3410 LANGLEY HILL LN
GRATZKE, MARY KATHRYN	COLLEYVILLE, TX	76034	3906 PEMBROOKE PKWY W
CARLISLE, ROBERT	COLLEYVILLE, TX	76034	3900 PEMBROOKE PKWY W
ROBERTSON, JULIE J	COLLEYVILLE, TX	76034	3301 BOWDEN HILL LN N
STOVALL, SCOTT	COLLEYVILLE, TX	76034	3905 BOWDEN HILL LN E
RICKS, BRITTNEY	COLLEYVILLE, TX	76034	3903 BOWDEN HILL LN E
YU, CHIAO-CHIN MARK	COLLEYVILLE, TX	76034	3901 BOWDEN HILL LN E
WOODLAND HILLS (COLLEYVILLE)	COLLEYVILLE ,TX	76034	COURTESY NOTICE
CREEKSIDE	COPPELL ,TX	75019	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	GRAPEVINE, TX	76051	STATE REQUIRED
Strongrock Landscaping	McKinney, TX	75071	

RESOLUTION R-24-4926

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO SECTION 3.24.G, SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA, LOT WIDTH, LOT DEPTH, LOT COVERAGE, SIDE YARD SETBACK, AND IMPERVIOUS COVERAGE IN THE RD TWO-FAMILY RESIDENTIAL DISTRICT, FOR LOT 3, BLOCK 19, WOODLAND HILLS ADDITION, LOCATED AT 3401 MIDDLETON WAY

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

- Sec. 1. THAT the variance to allow for the lot area to be approximately 9,689 square feet, the lot width to be 85 feet, the lot depth to be 115 feet, the impervious coverage to be 79 percent, the lot coverage to be 41 percent, and to allow for an attached patio cover with a side yard setback of 6 feet in the RD Two-Family Residential district located at 3401 Middleton Way (the "Property"), as depicted in Exhibit "A" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF APRIL 2024.

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	_____		

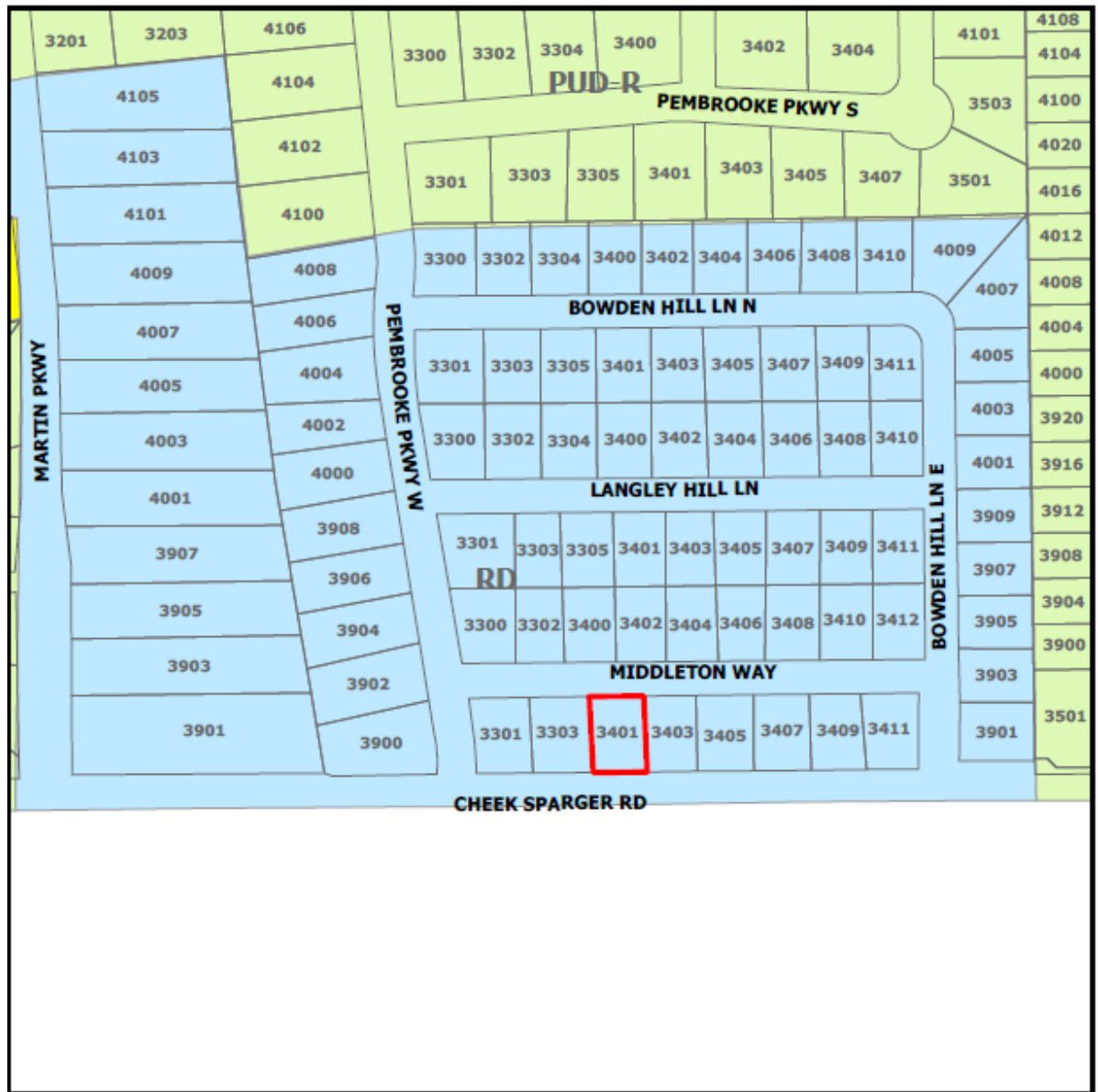
ATTEST:

CITY OF COLLEYVILLE

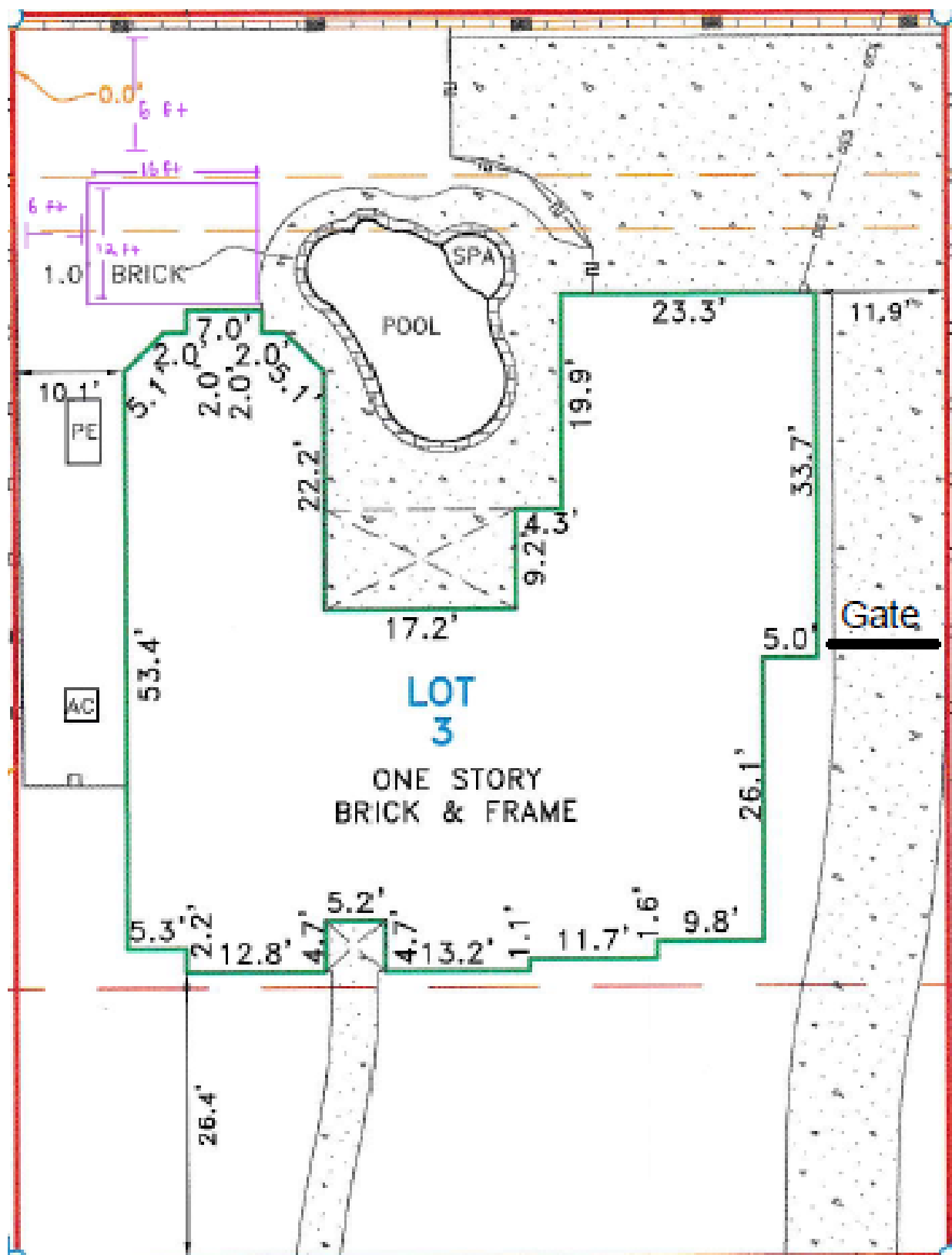
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

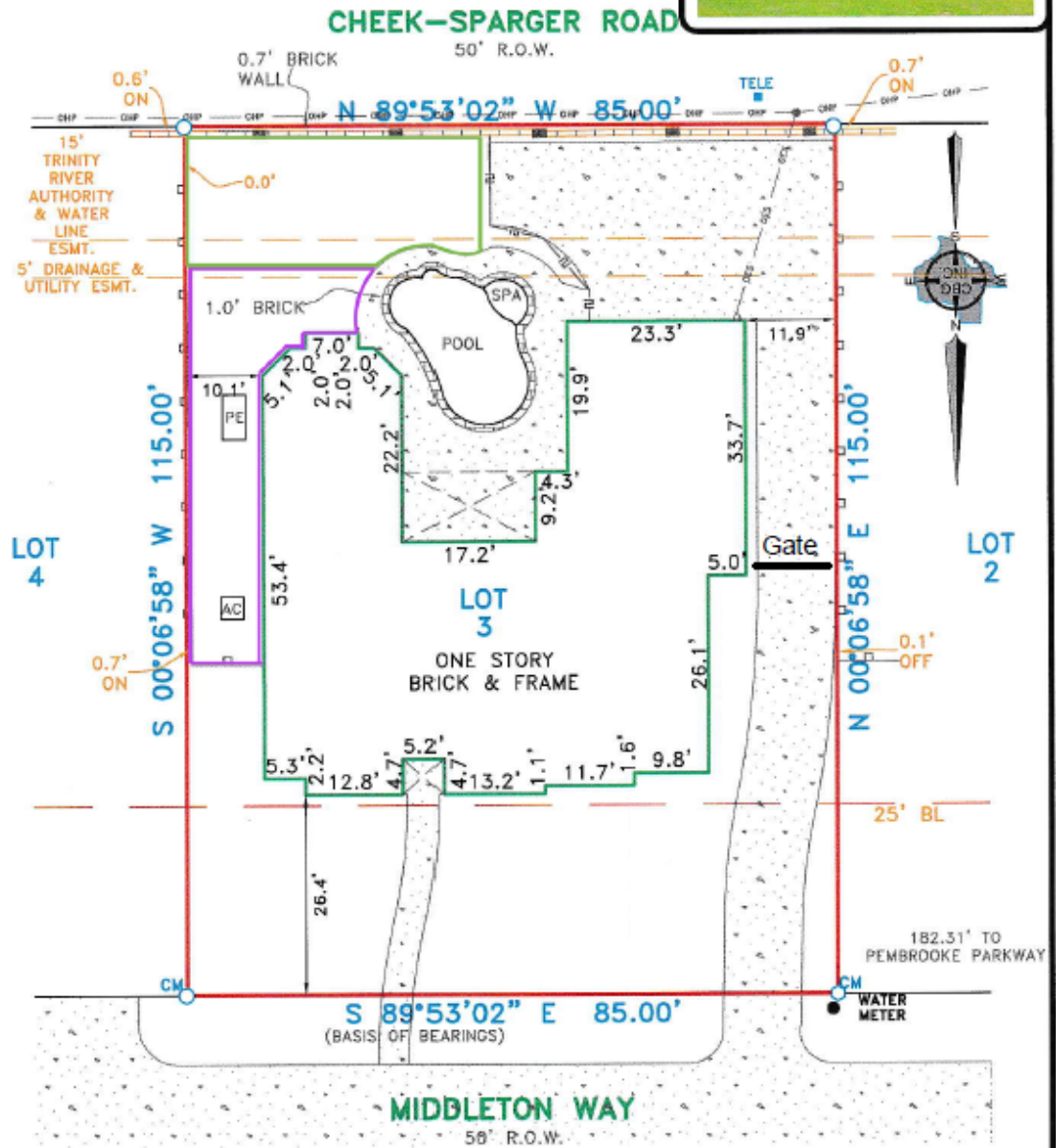
Attachment "A"



Attachment "B"



- - 763 SQ. ft. of new concrete
- - 468 SQ. ft. of turf

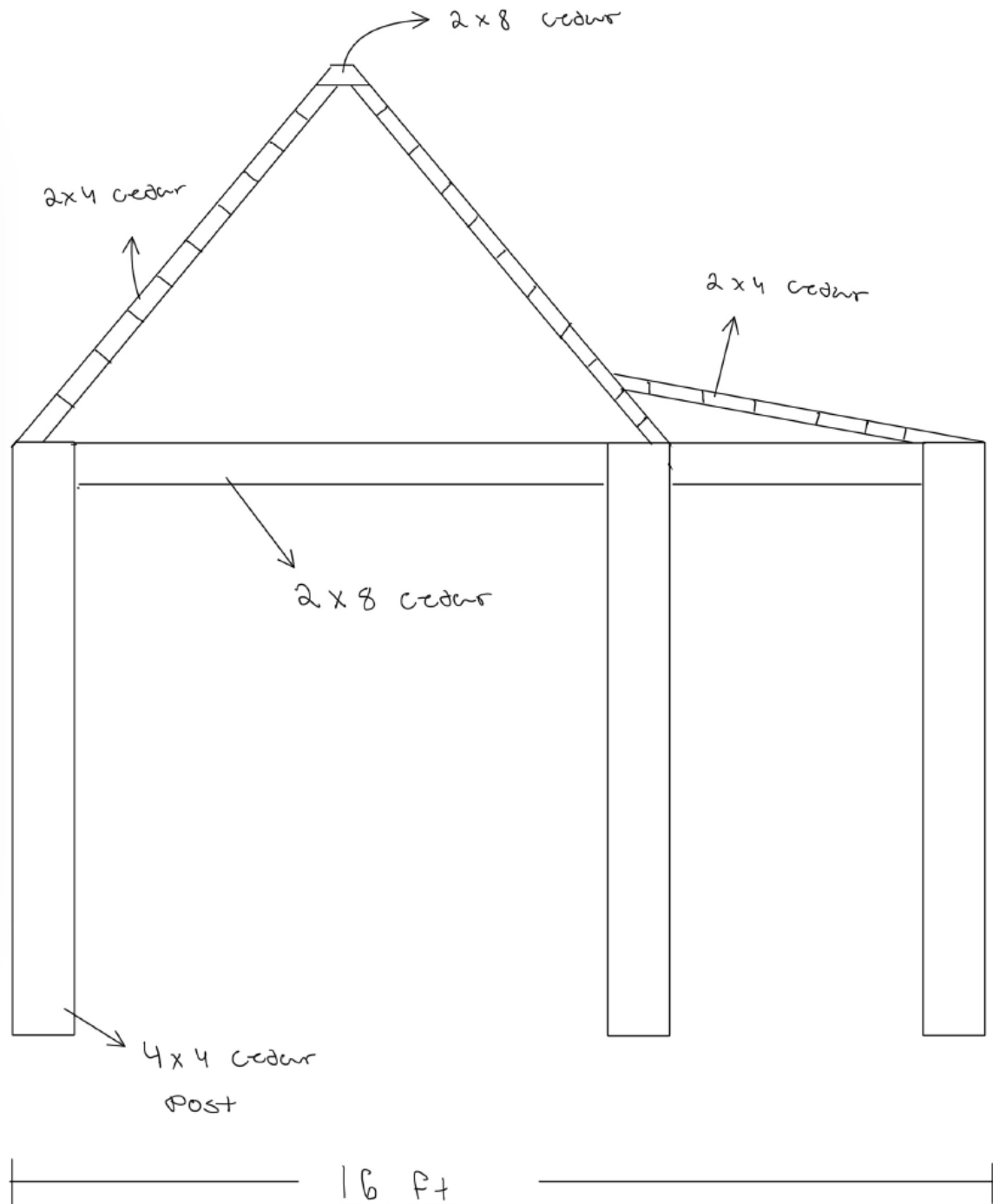


3401 Middleton Way Pergola Exhibits

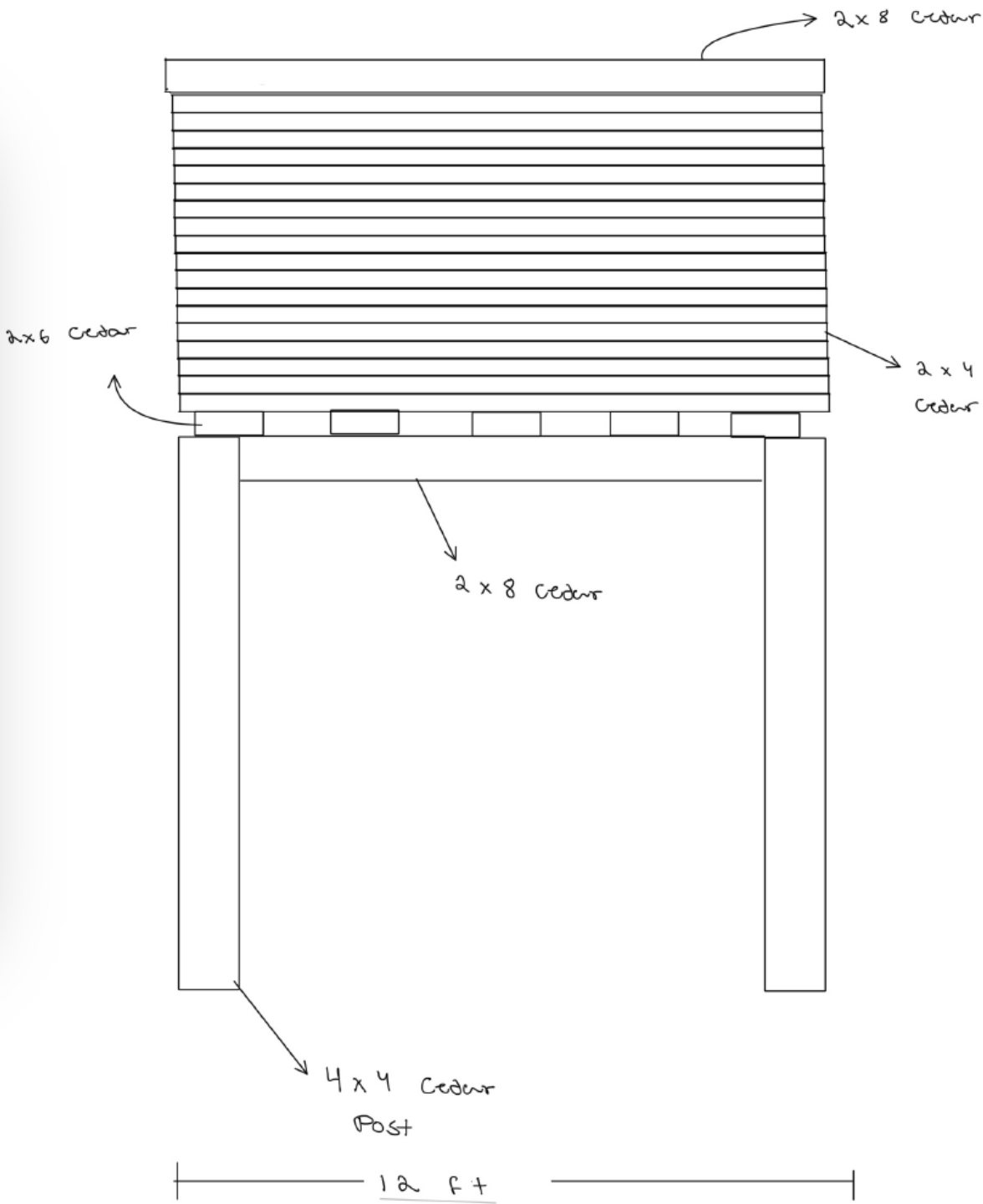


- The Red Line shows where the pergola will be attached to the house

Front Elevation



Side Elevation





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number	Agenda Date 4/16/2024
Type Report	
Department City Secretary	

Title

Colleyville Library Board Minutes - December 11, 2023
Planning and Zoning Commission Minutes - March 11, 2024
Planning and Zoning Commission Worksession Minutes - March 25, 2024

Attachments

- 1. Colleyville Library Board Minutes - December 11, 2023
- 2. Planning and Zoning Commission Minutes - March 11, 2024
- 3. Planning and Zoning Commission Worksession Minutes - March 25, 2024



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY, DECEMBER 11, 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, and Board members: Wanda Cotter, Kay Newton, Joy Fulton Lee, Al Cain, and Merry Graves. City staff: Library Director Mary Rodne and Library Community Events Coordinator Maria Hoefke.

Absent: Gary McPherson, Joseph Stout, Joan Roberts, Susan Baum, Denise Light.

2. APPROVAL OF MINUTES

October 9, 2023

A motion was made by Kay Newton and seconded by Al Cain to approve the October 9, 2023 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Introduction of new Colleyville Library Board Members

Board Chair Molly Skinner asked the members to introduce themselves as two new Board members were added to this year's roster, Al Cain and Susan Baum. The memberships of Board members Kay Newton, Wanda Cotter and Alternate 1 member Joseph Stout had been renewed.

3b Election of Chair and Vice Chair

Board members discussed nominations for the upcoming year. A motion was made by Wanda Cotter to have Molly Skinner continue as Chairman of the Colleyville Library Board. The motion was seconded by Kay Newton. Kay Newton nominated Joy Fulton Lee as Vice-Chair. The motion was seconded by Molly Skinner. The nominations were approved, as presented, with a unanimous vote.

3c Review Colleyville Library Board Bylaws

Director Rodne stated that Library Board Bylaws were included, annually, for member review. Rodne reminded the Board of the importance of adhering to meeting attendance guidelines and described the general frequency of Library Board meetings.

3d Discussion of Items for Future Agendas

Library Board member Wanda Cotter asked if something could be done to honor former Library Board member Pat Jones for her years of service to the Board and the Library. Director Rodne stated that Pat Jones had been a member almost from the start and was one of the original members of a community group to start the formation of a Library in Colleyville. Rodne said she would inquire with the City Secretary's Office as to what the Library Board could do to honor Pat Jones' service.

4. REPORTS**4a** Librarian's Report**A. Monthly Statistics**

Director Rodne stated that the Library is doing very well. Statistics were up in many areas, said Rodne, however people visiting the Library is less than last year due to high voter turnout last year. Additionally when voting is no longer at the Library it will take down the gate count. However, Rodne stated program attendance and computer usage are up. Library card sign-up fluctuates as some months are higher than others. Circulation numbers are up one percent overall and Rodne said the cloudlibrary usage is still strong with downloads up nine percent.

Board members stated they were impressed with cloudlibrary and the ability to read the Dallas newspaper and magazines digitally on a daily basis. Rodne said the Library has renewed PressReader and is considering supplementing the Library's magazine collection with Flipster, another online service. Also, Consumer Reports was previously provided by the State Library and has since been dropped and the Library is considering adding an online subscription for the publication. Board members also asked about the *Fort Worth Star Telegram*. Rodne stated it currently is provided by the Library through Newsbank, an online database which also carries many smaller newspapers around the country.

Additionally, Rodne said the Library volunteer hours are lower as compared to the summer without the National Charity League volunteers. However, the Library had 166 total number of volunteer hours with 49 volunteers.

B. Donations

Rodne said the Library received \$3,134.61 from the Friends of the Library. With those funds, the Library purchased eight additional iPads. Rodne said the Library had four iPads, and now with this purchase, there is enough for a class. Rodne added the Library also purchased seven Dash Bots, used for coding in STEAM programming and Library activities throughout the year.

Board member Cain asked if the Library had considered hosting a class on how to use eReaders or databases, specifically for seniors. Rodne said the Library currently holds a monthly class for that purpose. Additionally, any of the Librarians would be able to assist at any time with digital devices.

C. Library Programs

Rodne reported that the Library's adult services department hosted 15 programs in October with 48 in attendance. In November, adult services presented 13 programs and 64 attended. Those programs included volunteer training, Medicare seminars, Intro to eBooks, Teen Book Club, Books 'n Brunch, Late Edition, Keeping it Real, Get Crafty, Wild about Watercolor, and Craft and Chat.

In Youth Services, 56 programs were held with 1,519 people in attendance. Those programs include Preschool Pals, Budding Bookworms, Little Tweets as well as Homeschool and Bounce Time classes which continue to flourish.

In October, Rodne said the Library hosted a Fall StoryWalk®, *Meowl-o-Ween*, with 471 participants. In November, Youth Services hosted 39 programs with 744 in attendance. During Thanksgiving week, The Library hosted a special story time, family movie, and celebrated the Library's 20th anniversary with cupcakes, and displayed Library show boards in the Colleyville Room.

In December, Rodne said the Library launched its current StoryWalk®, *Snowmen's 12 Nights of Christmas*, on The Plaza, as well as a scavenger hunt to earn an additional plush prize. Additionally, elves Buddy and Holly will visit in Youth Services. The week of Christmas, the Library will host Story Time with Mrs. Claus, and a sweet celebration with a special magic show along with treats for children in attendance. A local children's author will be visiting and reading her book, *The Merry Christmas Mittens*, to children, as well as answer questions and have a book signing. Youth

Services will also host a family movie. Additionally, the adult and teen book clubs will host their holiday parties.

Rodne also said one of the youth services staff will be retiring on December 28th. She has been a member of the staff since 2011 when the Library expanded to the second floor for youth services. Additionally, one of the Library clerks has also left for a full-time position in the City of Arlington.

Rodne continued, on January 8th, the Library will launch its Winter Reading Program with regular programming beginning on January 16th. This year's theme is *Read Together*, and Rodne said the Library is awaiting permission from the illustrator to use the graphics. The graphic includes the books and likeness of the *Little Blue Truck* series.

4b Friends of the Colleyville Public Library Report

Friends of the Library President Merry Graves reported that the group is continuing to sort donated books and supply the Friends of the Library Book Sale shelves with replenished materials. Graves added the Library had asked for funds from the Friends to purchase additional Dash Bots and iPads for program use and the Friends were happy to be able to do so. Graves said the Friends had a small book sale in the Colleyville Room at the beginning of December and raised \$285 despite rain and the Library front doors blocked due to repairs to the fountain in the loggia. Visitors to the Library used the Staff door off the parking lot to enter and leave the building. Part of the funds raised were due to the donation by the City of a \$35 gift card which was used by the Friends in a raffle as an additional incentive for book buyers.

4c Colleyville Public Library Foundation Report

There was no member of the Library Foundation present. Director Rodne stated the group did well at its 20th Anniversary Celebration in October, receiving nearly \$30,000 in donations. Catering for the event was donated and provided by Market Street, Colleyville. Chair Molly Skinner was complimentary of the speaker, food, and event.

5. ADJOURNMENT

A motion was made by Kay Newton 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 8 AYES, 0 NAYS, ON THIS THE 8TH DAY OF APRIL 2024.

The minutes taken and prepared by:

Dina Bayles for Maria Hoefke

Maria Hoefke

Library Community Events Coordinator



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, MARCH 11, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Vice-Chair Groves on March 11, 2024 at 6:15 p.m.

Roll Call

Present: David Groves, Sayeda Syed, Jerry Savoie, Tim Raine, and Jerome Obinabo

Absent: Mark Alphonso and Claudia Bevill

Staff Present: Ben Bryner, Jacquelyn Reyff, Kris Potts, and Christopher Pham

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

Kristopher Potts briefed the Commission regarding cases ZC24-001 and ZC24-002. Tim Raine joined the Worksession meeting at 6:20 p.m. Christopher Pham briefed the Commission regarding case ZC24-003. The commission asked questions regarding smell concerns from pet waste and landlord agreements over waste disposal sites.

Vice-Chair Groves adjourned the Planning and Zoning Commission Worksession Meeting at 6:22 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 March 11, 2024, at 7:00 p.m.

Roll Call

Present: David Groves, Sayeda Syed, Mark Alphonso, Jerry Savoie, Claudia Bevill, and Jerome Obinabo

Absent: Mark Alphonso

Staff Present: Ben Bryner, Jacquelyn Reyff, Kris Potts, Christopher Pham

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

1. APPROVAL OF MINUTES

1a February 12, 2024 Planning and Zoning Commission Meeting Minutes

February 26, 2024 Planning and Zoning Commission Worksession Minutes

Commissioner Groves made a motion to approve the February 12, 2024 Planning and Zoning Commission Meeting Minutes and the February 26, 2024 Planning and Zoning Worksession minutes.

Commissioner Savoie seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Raine, Savoie, Bevill, and Obinabo

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

2a TABLED FROM THE FEBRUARY 12, 2024 PLANNING AND ZONING COMMISSION MEETING

Consideration of a Rezoning from PUD-C Planned Unit Development – Commercial to PUD-C Planned Unit Development - Commercial on Lots 1 and 2, Block A, Heritage Farms Addition, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC24-001

THE APPLICANT REQUESTED TO TABLE TO THE APRIL 8, 2024 PLANNING AND ZONING COMMISSION MEETING.

Commissioner Raine made a motion to remove Case ZC24-001 from the table.

Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Raine, Savoie, Bevill, and Obinabo

Nay: 0

Commissioner Syed made a motion to table Case ZC24-001 to the April 8, 2024 Planning and Zoning Commission meeting.

Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Raine, Savoie, Bevill, and Obinabo

Nay: 0

- 2b** Consideration of a Special Use Permit to allow for a fence on Lot 1, Block 1, Vankawala Residence Addition, being located at 4910 Behrens Court, Case ZC24-002

Kristopher Potts presented the case and briefed the Commission.

Rajendra Vankawala, 4910 Behrens Ct, presented his case for the proposed fence. He answered the Commission's questions over the reasoning for the fence, stating privacy concerns and the right-of-way expansion of Glade Road as primary reasons for the fence. Additional discussion regarding its design, and his intention to match the aesthetic appeal of his neighbor's fence, as well as other fences along Glade Road.

The public hearing was opened at 7:09 p.m.

Kathy Hadley, 204 Timberline Dr N, spoke in support of the case, specifically regarding its aesthetic appeal.

With no one else wishing to speak, the public hearing was closed at 7:11 p.m.

Commissioner Bevill made statements regarding the fence's aesthetic appeal and the intention of the applicant to match other fences along Glade Road. Commissioner Syed inquired about the right-of-way expansion along Glade Road, as well as the setbacks in R-40 zoning. Commissioner Groves supported Commissioner Bevill's statements, stating that fencing along Glade Road would add aesthetic appeal to the street.

Commissioner Syed made a motion to approve Case ZC24-002. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Raine, Savoie, Bevill, and Obinabo

Nay: 0

- 2c** Consideration of a Special Use Permit to allow for dog grooming on Lot 1RA, Block 1, Kroger Addition, being located at 4906 Colleyville Boulevard, Suite 202, Case ZC24-003

Christopher Pham presented the case and briefed the Commission.

Ana Hinojosa and Sam Beckman, 101 Belmont St, Saginaw, TX, presented their case for the proposed dog grooming and wellness salon, Scenthound. The applicants answered the Commission's regarding how long dogs would stay at the salon for grooming appointments, services offered, and the types of products that would be sold.

The public hearing was opened at 7:25 p.m.

Kathy Hadley, 204 Timberline Dr N, spoke in support of the case, citing the convenience of the location and benefit of services offered.

Bryan Atkinson, 44 Village Ln, came forward to inquire more about the specific locations of waste receptacles in the parking lot, the maintenance of pet waste throughout the day, and the competition of businesses that offer dog grooming in Colleyville.

With no one wishing to speak the public hearing was closed at 7:29 p.m.

The applicants, Ana Hinojosa and Sam Beckman, came forward to address Commissioner Bevill's and Mr. Atkinson's questions regarding the location of waste receptacles in the parking lot. Additional information regarding the business's leash protocol, improvements to the suite for noise control, the number of pets that would be in the suite at a time, and the addition of 15-minute parking spaces was provided as well. The applicants addressed the concern regarding business competition, citing the specialization of services and demand for dog grooming services.

Commissioner Groves made a statement in support of the dog grooming salon, citing support for small businesses in Colleyville.

Commissioner Syed made a motion to approve Case ZC24-003. Commissioner Obinabo seconded the motion.

Aye: 6 – Groves, Syed, Raine, Savoie, Bevill, and Obinabo

Nay: 0

4. CITIZEN COMMENTS

The public forum opened at 7:40 p.m.

Kathy Hadley, 204 Timberline Dr N, came forward to speak regarding drainage concerns on her property and her support of smaller houses on larger lots.

With no one else wishing to speak, the public forum closed at 7:46 p.m.

5. ADJOURNMENT

The meeting adjourned at 7:47 p.m.

The minutes were written and prepared by:

Christopher Pham

Christopher Pham
Planner

The meeting minutes were approved on April 8, 2024 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MARCH 25, 2024

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 March 25, 2024, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Claudia Bevill, and Jerry Savoie

Sayed Syed was also present and arrived at 6:28 p.m.

Absent: Jerome Obinabo, and Tim Raine

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

2. WORKSESSION AGENDA ITMES

- 2a** Presentation and discussion of a Rezoning from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial on Lots 1 and 2, Block A, Heritage Farms Addition, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC24-001

Ben Bryner presented item 2a and briefed the Commission, the applicant is wishing to table one last time to have sufficient materials for the May Planning and Zoning meeting.

- 2b** Presentation and discussion of a Special Use Permit to allow for Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road Suite 165, Case ZC24-004

Christopher Pham presented item 2b and briefed the Commission. City staff addressed questions from the Commission regarding the proposed plan. There was general discussion among the Commission regarding if there will be cooked food similar to a restaurant or if it will be a take home store. There was also brief discussion regarding the alcohol sales, this location will not have on site consumption of alcohol.

- 2c** Presentation and discussion of an Amendment to the Land Development Code, Chapter 3, Section 3.28 Supplementary District Regulations, specifically to prohibit the use of a vehicle as a dwelling or housekeeping unit when parked or stored on public property

Ben Bryner presented item 2c and briefed the Commission. City staff addressed questions from the Commission regarding the proposed Land Development Amendments, specifically if this will restrict citizens from bringing their large recreation vehicles into parks; and if this change would have any effect on private properties.

3. ADJOURMENT

The meeting adjourned at 6:37 p.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on April 8, 2024 by a vote of 5-0.

RESOLUTION R-24-4932

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
APRIL 16, 2024**

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 16TH DAY OF APRIL 2024.

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