



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

TUESDAY, MAY 7, 2024

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

CALL TO ORDER

- WS-1** Introduction of a homestead exemption and discussion
WS-2 Discussion of process to name the Recreation Center
WS-3 Discussion of the May 7, 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: Deacon Rick Griego, Good Shepherd Catholic Church
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-24-4933

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Presentation of art pieces donated by the Colleyville Public Library Foundation and Friends of the Colleyville Library in honor of former Colleyville Library Director Mary Rodne - Mayor Lindamood, Library Director Jack Pawlowski, Kay Newton, Friend of the Library, and Colleyville Library Foundation President Denise Light

Presentation of a donation to the Colleyville Public Library for the 2024 Summer Reading Program from the Robert J. & Helen H. Glaser Family Foundation in the amount of \$10,000 - Mayor Lindamood, Library Director Jack Pawlowski, and Colleyville Public Library Foundation President Denise Light

Proclamation in recognition of Building Safety Month - May 2024 - Mayor Bobby Lindamood and Community Development Director Ben Bryner and Building Inspector Richard Clark

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4934

- 4a** Approval of the minutes of the regular City Council meeting of April 16, 2024
- 4b** Approval of the purchase and installation of a Water & Play Expressions playground at Woodbriar Park, in an amount not to exceed \$192,821.15, and authorizing the City Manager to execute the documents
- 4c** Approval of a Construction Services Agreement with RCITX, LLC, for the Justice Center Pond Enhancement Project, in an amount not to exceed \$411,223.50, a contingency amount not to exceed \$40,000.00, and a materials testing amount not to exceed \$11,405.00; and authorizing the City Manager to execute the Agreement
- 4d** Approval to donate \$6,750 of the City of Colleyville's Opioid Settlement funds to the Grapevine-Colleyville Independent School District Drug Dog Program
- 4e** Appointing Matt Poston, Director of Finance, the designated City of Colleyville official authorized to administer and/or perform all duties required under Chapter 26 of the Texas Tax Code, and authorizing the Director of Finance to designate one or more persons as may be reasonably necessary to assist in the performance of the duties, subject to approval by the City Manager
- 4f** Approval of the purchase of two acres of land at 4315 Bedford Road, Colleyville, in an amount not to exceed \$10,000, plus closing costs, and authorizing the City Manager to execute the agreements

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-24-2278**

Consideration 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

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-24-4935**

Consideration of a request for a variance to front/street side side setback and street frontage for Lot 1, Block 1, Reddy Court Addition, at 6105 Waller Lane, Case VC24-006

7. CITIZEN COMMENTS**8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 7, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4936****9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, May 3, 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 5/7/2024

Type Worksession

Department Engineering

Title

Introduction of a homestead exemption and discussion

Explanation

This item will provide for a discussion of a homestead exemption.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 5/7/2024

Type Worksession

Department City Manager

Title

Discussion of process to name the Recreation Center

Explanation

This item will provide for a discussion with City Council regarding a process for naming the Recreation Center.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 5/7/2024

Type Worksession

Department City Secretary

Title

Discussion of the May 7, 2024, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1
Type Executive Session
Department City Secretary

Agenda Date 5/7/2024

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

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Attachments

RESOLUTION R-24-4933

A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF MAY 7, 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 7TH DAY OF MAY
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 3

Agenda Date 5/7/2024

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Presentation of art pieces donated by the Colleyville Public Library Foundation and Friends of the Colleyville Library in honor of former Colleyville Library Director Mary Rodne - Mayor Lindamood, Library Director Jack Pawlowski, Kay Newton, Friend of the Library, and Colleyville Library Foundation President Denise Light

Presentation of a donation to the Colleyville Public Library for the 2024 Summer Reading Program from the Robert J. & Helen H. Glaser Family Foundation in the amount of \$10,000 - Mayor Lindamood, Library Director Jack Pawlowski, and Colleyville Public Library Foundation President Denise Light

Proclamation in recognition of Building Safety Month - May 2024 - Mayor Bobby Lindamood and Community Development Director Ben Bryner and Building Inspector Richard Clark

RESOLUTION R-24-4934

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF MAY 7, 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 16, 2024
- b. Approval of the purchase and installation of a Water & Play Expressions playground at Woodbriar Park, in an amount not to exceed \$192,821.15, and authorizing the City Manager to execute the documents
- c. Approval of a Construction Services Agreement with RCITX, LLC, for the Justice Center Pond Enhancement Project, in an amount not to exceed \$411,223.50, a contingency amount not to exceed \$40,000.00, and a materials testing amount not to exceed \$11,405.00; and authorizing the City Manager to execute the Agreement
- d. Approval to donate \$6,750 of the City of Colleyville's Opioid Settlement funds to the Grapevine-Colleyville Independent School District Drug Dog Program
- e. Appointing Matt Poston, Director of Finance, the designated City of Colleyville official authorized to administer and/or perform all duties required under Chapter 26 of the Texas Tax Code, and authorizing the Director of Finance to designate one or more persons as may be reasonably necessary to assist in the performance of the duties, subject to approval by the City Manager
- f. Approval of the purchase of two acres of land at 4315 Bedford Road, Colleyville, in an amount not to exceed \$10,000, plus closing costs, and authorizing the City Manager to execute the agreements

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 7TH DAY OF MAY 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



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

TUESDAY, APRIL 16, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, April 16, 2024, at 5:30 p.m.

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

ABSENT: Mayor Pro Tem Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Parks and Recreation Director Lisa Escobedo, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Parks and Recreation Department Update

Parks and Recreation Director Lisa Escobedo reviewed the structure and staffing of the department, which includes the Senior Center, Recreation Center, Parks Maintenance, and City Beautification teams, which are comprised of 29 full time and six part time positions. Within the Parks and Recreation Department, there are more than 270 acres of parkland and public property, which includes roundabouts, medians, streets, and buildings. The Parks and Recreation Department maintains and services 14 parks, the Recreation Center, Senior Center, City Hall and Library, four Fire Stations, Public Works Service Center, Justice Center, and Colleyville Center. There are seven baseball fields, four softball fields, eight batting cages, 26 soccer fields, two and a half basketball courts, six tennis courts, eight pickleball courts, four sand volleyball courts, nine playgrounds, one splash pad, 20 miles of shared use trails, 14 ponds, ten pavilions, 11 restrooms, and two concessions, which are also serviced and maintained.

Director Escobedo explained the core services within each division and discussed the special events host by the department.

There was general discussion of the accomplishments of the department, keeping a scorecard for the status of the department, and the need for the recently purchased Recreation Center.

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

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 5:53 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

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There was no action taken and Mayor Lindamood adjourned Executive Session at 6:41 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:00 p.m. and called the roll.

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

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

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

Mayor Lindamood presented Parks and Recreation Director Lisa Escobedo a proclamation in recognition of Arbor Day and Earth Day. Director Escobedo encouraged the public to attend City sponsored weekend events focused on Arbor Day and Earth Day.

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

Mayor Lindamood read Resolution R-24-4929 in its entirety.

Public Works Director Amber Beard presented items 4b and 4c.

There was no discussion and Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Elder made a motion to approve Resolution R-24-4929, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - March 2024

Finance Director Matt Poston presented the March Financial Report, noting this is six months, or half the year of the FY24 budget. Director Poston reviewed the

performance of all City funds and stated the City is doing well. He also provided a benchmark for where the surrounding cities are in their sales tax collections and stated the City is in a good financial position, and right on track.

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

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.

Councilmember Graves noted during the Glade Road project, the residents lost some of their land and they have agreed to move the sprinkler system if necessary.

Mayor Lindamood opened the public hearing.

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

Mayor Lindamood closed the public hearing.

Mayor Pro Tem Rigney made a motion to approve Ordinance O-24-2276, seconded by Councilmember Bond.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

Councilmember Chuck Kelley presided for the reading and public hearing of Ordinance O-24-2277.

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

Councilmember Chuck Kelley 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 allowed in the CC-2 Shopping Center zoning district only 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 would install soundproof walls, new HVAC ventilation systems, and pet waste stations inside, 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.

Mayor Lindamood stated his questions regarding pet waste and ventilation were answered at the last meeting.

Applicant Sam Beckman, 1015 North Ridge Court, Keller, explained he and his wife own the “Scenthound” in Southlake and went on to explain the waste stations, parking, and services offered by the business.

Councilmember Kelley opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke in favor of the item.

Councilmember Kelley closed the public hearing.

Councilmember Richardson made a motion to approve Ordinance O-24-2277, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

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

Mayor Lindamood read Resolution R-24-4930 in its entirety.

Community Development Director Ben Bryner presented this request to allow a new house to be built at 36% lot coverage which requires a variance to the provisions of Ordinance O-19-2075, which allows for a maximum lot coverage of 30%.

Mayor Lindamood discussed the previous variances provided for fence location within the Legacy North Addition, but noted the variances were not for lot coverage and he believes Council has to keep with the 30%.

At the request of City Council, Jody Alumbaugh, Co-Founder and CFO, WillowTree Custom Homes, answered questions of the City Council. Mr. Alumbaugh explained he is present to request the variance not only for this client but also, for the evolving landscape of the housing preferences of the community. He noted the 30% coverage was approved in 2000. Mr. Alumbaugh stated the restriction is placing an unintended restraint on the development of single story homes, which have seen a surge in demand in recent years and asked City Council consider this now and in the future.

Mayor Lindamood opened the public hearing.

Jim Haddock, 803 Marie Drive, representing the Homeowners Association and himself as the neighbor, fully support the variance.

Mayor Lindamood closed the public hearing.

Councilmember Kelley made a motion to deny Resolution R-24-4930, seconded by Councilmember Richardson.

The motion to deny was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

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

Mayor Lindamood read Resolution R-24-4931 in its entirety.

Community Development Director Ben Bryner presented this request for a variance for the lot size (area and width) in the R-40 Single Family Residential district to allow a new accessory structure to be built on the property with an existing home.

Director Bryner and City Manager Jerry Ducay explained the current lot does not meet the size of the current zoning, but the City prefers not to downsize zoning. Both noted in these cases, the City attempts to provide for the reasonable use of the property.

Dean Lane, applicant, at the request of City Council, explained his desire to add an accessory building to the property and noted he was surprised to find he did not meet the zoning requirements for size.

Mayor Lindamood opened the public hearing, noted Kristi Lane, 5008 Rose Street did not wish to speak, but was in favor of this item. Mayor Lindamood then closed the public hearing.

Councilmember Graves made a motion to approve Resolution R-24-4931, seconded by Mayor Pro Tem Callie Rigney.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

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

Councilmember Elder made a motion to remove Resolution R-24-4926 from the table, seconded by Councilmember Graves.

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

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

Mayor Lindamood read Resolution R-24-4926 in its entirety.

Community Development Director Ben Bryner presented this variance request to lot size, lot coverage, side yard setback, and impervious coverage. He noted the request is being made to allow a new patio cover to be built within the required side yard setback and allow the site to exceed the maximum allowable lot and impervious coverage so additional concrete and turf may be added to the backyard.

There was discussion regarding the impervious coverage already being exceeded, and not being able to reorganize the plans in a manner which does not exceed the requirements further.

Isaac Garcia, Strong Rock Landscaping and Outdoors, 2008 Lake Village, McKinney, explained their client was attempting to enhance their backyard and pool area. He explained it is a small lot and the client wanted turf and a covered patio. Originally, the plan was going to be to construct a patio which was not connected to the house, which would require a SUP. After speaking with the City further, it was decided connecting the patio to the roof was the better option, and they would seek the variances. City Manager Ducay discussed what Mr. Garcia would have to provide to prove the absorption features of turf and the impact it would have to the impervious coverage.

Mayor Lindamood suggested tabling this item to allow time for Mr. Garcia to work with the City to provide a design which may meet City requirements. Mr. Garcia agreed.

Mayor Lindamood made a motion to table Resolution R-24-4926 to May 21, 2024, seconded by Councilmember Kelley.

The motion to table was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

9. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive N., discussed the number of semi-trucks and large vehicles utilizing Glade, Jackson, and Cheek-Sparger Roads. Suggested a roundabout at Woodland Hills, encouraged landscaping care at Jackson Road Bridge, stated Colleyville Boulevard is beautiful, and discussed flooding at her residence.

Richard Newton, 1208 Holly Lane, discussed the GCISD Bond Issue.

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

There was no discussion of this item.

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

This resolution was not needed.

12. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:39 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 7TH DAY OF MAY 2024.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 5/7/2024

Number Resolution R-24-4934

Type Resolution

Department Parks and Recreation

Title

Approval of the purchase and installation of a Water & Play Expressions playground at Woodbriar Park, in an amount not to exceed \$192,821.15, and authorizing the City Manager to execute the documents

Explanation

Reading and Public Hearing

This item seeks approval of the removal of outdated playground equipment and the purchase and installation of a new playground at Woodbriar Park. Staff recommends the playground proposal by Water & Play Expressions, a BuyBoard vendor, in the amount of \$192,821.15. If approved, Water & Play Expressions will install a Pour-In-Place rubber surface, shaded playground structure with spiral slides, bounce spring rider, and mini tree swing. The current playground equipment is very minimal and in need of replacement and expansion to serve the Woodbriar area citizens.

This project is provided for in the Colleyville Economic Development Corporation Five-Year plan, and was budgeted for \$200,000.

Financial Impact

Funding of the playground is provided for in the CEDC budget approved by City Council.

Recommendation

Approve

Attachments

1. Woodbriar Playground Presentation
2. Woodbriar Park Quote

4b. Woodbriar Park Playground

- Water & Play Expressions
- Approved vendor through BuyBoard purchasing program
- Shaded playground structure, bounce spring rider, mini tree swing
- Pour-In-Place rubber surfacing
- CEDC
- Cost: \$192,821.15



4b. Woodbriar Park Playground



Water & Play Expressions Inc.
P.O. Box 145, Argyle, TX 76226
Greg Hawkins - Owner - 940-735-0500
Kimberli Brackett - 325-668-2530
kimberli@waterplayexpressions.com



City of Colleyville, Texas
100 Main Street
Colleyville, TX 76034
Attn: Lisa Escobedo - 817-503-1183
lescobedo@colleyville.com
Woodbriar Park - Updated 3-19-2024

QUOTE

Quote # 02272024CVWP3

Quote Date 04/11/2024

Item	Description	Unit Price	Quantity	Amount
Product	Woodbriar Park: Shaded Playground Structure (spiral slide), Bounce Spring Rider, Mini Tree Swing	77876.08	1.00	77,876.08
Product	Poured In Place - Standard Color - 36' x 60' - Turn Key	54950.40	1.00	54,950.40
Product	Concrete Curb - 36 x 60' - Turn Key	13228.80	1.00	13,228.80
Expense	6ft Contoured Benches	1381.25	2.00	2,762.50
Expense	Freight - Playground & Benches	4611.00	1.00	4,611.00
Service	Install - Playground and Benches	31442.37	1.00	31,442.37
Service	Tear Out Existing PG, Surfacing and Concrete Border	7950.00	1.00	7,950.00
<u>NOTES:</u> Quote is valid for 30 days WPE Terms are 40/30/30. 40% deposit (\$77,128.46) - 30% at time of shipping PG equipment - (\$57,846.35) - 30% at completion (\$57,846.34). Quote approval signature: _____ Date: _____				
Subtotal				192,821.15
Total				192,821.15
Amount Paid				0.00
Quote				\$192,821.15



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c
Type Resolution
Department Engineering

Agenda Date 5/7/2024

Number Resolution R-24-4934

Title

Approval of a Construction Services Agreement with RCITX, LLC, for the Justice Center Pond Enhancement Project, in an amount not to exceed \$411,223.50, a contingency amount not to exceed \$40,000.00, and a materials testing amount not to exceed \$11,405.00; 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 \$400,000 for the Justice Center Pond Enhancement Project.

The project consists of enhancements to the pond at the Justice Center to include the installation of mossy sandstone boulders along the embankment and pond edge perimeter; stone veneer at headwall structures and bridge siding; grading of pond edges and slopes, and installation of turf.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March 10, 17, 24, 31, and April 7, 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 64 plan holders, of which 24 were general contractors, 20 sub-contractors, 9 suppliers, 4 plan rooms, 5 others, 1 manufacturer, and 1 non specified.

The City received two responsive sealed bids, which were opened and publicly read aloud on April 16, 2024. Staff is recommending awarding only the base bid.

Financial Impact

The funding sources for this project are the Drainage and Colleyville Tomorrow Funds.

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Bid Tabulation
3. Geotechnical Quote
4. Form 1295

CONSTRUCTION SERVICES AGREEMENT
JUSTICE CENTER POND ENHANCEMENTS
(Bid #PAR-2024-001)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **RCITX, 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 Justice Center Pond Enhancements (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 #PAR-2024-001;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed FOUR HUNDRED AND FIFTY-ONE THOUSAND, TWO HUNDRED AND TWENTY-THREE DOLLARS AND FIFTY CENTS (\$451,223.50) ("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 twenty (120) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred twenty (120) 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: RCITX, LLC By: _____ Brad Robinson 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> RCITX, LLC Attn: Brad Robinson, Manager P.O. Box 40 Colleyville, Texas 76034 E: bradr@rci-tx.com

GovDox Colleyville Contract ID:
CSA_ED_May 7, 2024_Rev20230112

Justice Center Pond Enhancements

PAR-2024-001

Bid Tabulation April 16, 2024

Item	Description	Unit	QTY	RCITX, LLC		J. B. & Co. LLC	
				Unit	Total	Unit	Total
1	Mobilization, Insurance, and Bonds	LS	1	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
2	Barricades, Signs and Traffic Control	MO	2	\$3,950.00	\$7,900.00	\$2,000.00	\$4,000.00
3	Erosion Control	LS	1	\$11,600.00	\$11,600.00	\$20,000.00	\$20,000.00
4	Excavation (Above Elev. 612.00')	CY	90	\$10.00	\$900.00	\$50.00	\$4,500.00
5	Specialized Excavation (Below Elev. 612.00')	CY	386	\$12.00	\$4,632.00	\$65.00	\$25,090.00
6	Backfill Material	CY	205	\$30.00	\$6,150.00	\$50.00	\$10,250.00
7	Furnishing and Placing Top Soil (4")	SY	1857	\$4.00	\$7,428.00	\$4.00	\$7,428.00
8	Hydromulch Seeding	SY	1857	\$2.50	\$4,642.50	\$2.00	\$3,714.00
9	Proof Rolling (Subgrade Testing)	HR	24	\$85.00	\$2,040.00	\$300.00	\$7,200.00
10	By- Pass Pumping (De-Watering)	LS	1	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00
11	Flowable Backfill	CY	205	\$225.00	\$46,125.00	\$500.00	\$102,500.00
12	Stone Masonry (<4.5'Hx 4.0'Wx 3.0'L) Sandstone Moss Boulders	Tons	30	\$200.00	\$6,000.00	\$400.00	\$12,000.00
13	Stone Masonry (4.5'Hx 4.0'Wx 3.0'L) Sandstone Moss Boulders	Tons	815	\$180.00	\$146,700.00	\$400.00	\$326,000.00
14	Stone Masonry (>4.5'Hx 4.0'Wx 3.0'L) Sandstone Moss Boulders	Tons	19	\$220.00	\$4,180.00	\$400.00	\$7,600.00
15	Labor (Boulder Installation)	LS	1	\$86,000.00	\$86,000.00	\$80,000.00	\$80,000.00
16	Turf Reinforcement Mat	SF	560	\$30.00	\$16,800.00	\$5.00	\$2,800.00
17	Filter Fabric	SF	3735	\$3.00	\$11,205.00	\$2.00	\$7,470.00
18	Stone Masonry (Façade) Sandstone Veneer	SY	47	\$243.00	\$11,421.00	\$180.00	\$8,460.00
Sub Total Base Bid					\$411,223.50		\$699,012.00
19	Owners Construction Contingency	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Grand Total Base Bid					\$451,223.50		\$739,012.00

Alternate 1

1	Excavation (Above Elev. 612.00')	CY	19	\$80.00	\$1,520.00	\$100.00	\$1,900.00
2	Specialized Excavation (Below Elev. 612.00')	CY	29	\$80.00	\$2,320.00	\$100.00	\$2,900.00
3	Flowable Backfill	CY	11	\$235.00	\$2,585.00	\$600.00	\$6,600.00
4	Stone Masonry (5.0'Hx 5.0'Wx 8.0'L) Sandstone Moss Accent Boulder	TONS	74	\$250.00	\$18,500.00	\$400.00	\$29,600.00

5	Labor (Boulder Installation)	LS	1	\$7,400.00	\$7,400.00	\$15,000.00	\$15,000.00
6	Filter Fabric	SF	462	\$3.00	\$1,386.00	\$5.00	\$2,310.00
7	Proof Rolling (Subgrade Testing)	HR	8	\$85.00	\$680.00	\$300.00	\$2,400.00
Total Alternative 1					\$34,391.00		\$60,710.00
Grand Total					\$485,614.50		\$799,722.00



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

May 1, 2024
Proposal No.: P24-0506C

Mr. Elijah Dorminy
Capital Projects Program Manager
City of Colleyville
100 Main Street
Colleyville, Texas 76034

**Subject: Construction Materials Testing Services
Colleyville Justice Center Pond
Colleyville, Texas**

Dear Mr. Dorminy:

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 the Professional Services Procurement Act.

PROJECT INFORMATION

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

- ◆ Pond
 - ◆ Installation of Sandstone Boulder Pond Walls

SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated January 2024 and is limited to testing and 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 construction materials services below.

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



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3020 Wichita Court • Fort Worth, Texas 76140
Tel: 817-595-4565 • Fax: 817-595-1033 • www.aggenr.com





- 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, 1/75 linear feet for utilities, 1/100 linear feet for beam and footing areas, with a minimum of 2 tests per lift per area
- Perform probings of subgrade underneath boulders
- Verify rebar anchors into subgrade

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 \$11,405.00**. 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. 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 and the Alliance Geotechnical Group's General Conditions by signing below acceptance form and returning. Any modifications of 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

A handwritten signature in black ink, appearing to read 'Josh Davis', is written over a circular stamp or seal.

Josh Davis, S.E.T

Branch Manager

Attachments: Fee Schedule
Estimated Quantities
Acceptance Form
Remarks
Alliance Geotechnical Group General Conditions



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 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 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 on line via user log in at www.alliancerpts.com

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule call 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 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.

Alliance Geotechnical Group
PROJECT DATA SHEET - BUDGET
Justice Center Pond (P24-0506C)

Concrete

1100	Reinforcing Steel Inspection	24.00 @	\$70.00	\$1,680.00
Concrete Budget:				\$1,680.00

Misc

1303	Geotechnical Engineer	2.00 @	\$185.00	\$370.00
1304	Staff Engineer	24.00 @	\$135.00	\$3,240.00
1306	Senior Project Manager	10.00 @	\$150.00	\$1,500.00
1322	Vehicle Trip Charge	19.00 @	\$60.00	\$1,140.00
Misc Budget:				\$6,250.00

Soils

1400	Nuclear Gauge Certified Technician to Perform Soils Density Testing	24.00 @	\$70.00	\$1,680.00
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	18.00 @	\$25.00	\$450.00
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort	3.00 @	\$205.00	\$615.00
Soils Budget:				\$3,475.00
Total Budget:				\$11,405.00

Alliance Geotechnical Group, Inc.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Alliance Geotechnical Group, Inc., a Texas corporation, doing business as Alliance Geotechnical Group ("Alliance") shall include said company, its particular division, subsidiary or affiliate performing the work. "Work" means the specific engineering design, geotechnical, environmental, or other service(s) performed by Alliance for client as set forth in Alliance's proposal or at client's direction. "This agreement" consists of Alliance's proposal or work order, Alliance's Schedule of Fees, client's written acceptance thereof if accepted by Alliance, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Alliance. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by Alliance for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that Alliance is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client assumes, and agrees to indemnify Alliance from all third-party liabilities, and shall communicate these General Conditions to each and every third party to whom client transmits any part of Alliance's work product(s). Alliance shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from Alliance shall constitute acceptance of the terms of this agreement.

2. RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of work. Alliance's work or failure to perform same shall not in any way excuse client or any contractor, subcontractor or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.

3. OWNERSHIP OF DOCUMENTS: All documents including Drawings, Reports, and Specifications prepared or furnished by Alliance's independent professional associates and consultants are instruments of service and Alliance shall retain an ownership and property interest therein. Any reuse without written verification, is strictly forbidden and any adaptation by Alliance for the specific purpose intended will be at Client's sole risk.

4. OPINIONS OF COST: As Alliance has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Alliance.

5. HAZARDOUS MATERIALS: Alliance's work may include limited visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification, or identification of the extent, if any, of contamination of subsurface soils or ground water by "hazardous materials", defined elsewhere in this agreement, or being those materials defined as such by RCRA, 42 USC or those identified as such by a state or the Federal EPA, as more specifically stated in Alliance's proposal. Nothing contained within this agreement shall be construed or interpreted as requiring Alliance to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

6. SCHEDULING OF WORK: The work as set forth in Alliance's proposal will be accomplished in a timely and workmanlike manner by Alliance personnel. If Alliance is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of Alliance, additional charges may apply, which client agrees to pay.

7. SITE ACCESS, RESTORATION, & DUTY TO NOTIFY: Client will arrange and provide access to each site upon which it will be necessary for Alliance to perform its work. In the event work is required on any site not owned by client, client represents and warrants to Alliance that client has obtained all necessary permissions for Alliance to enter upon the site and conduct its work. Client shall, upon request, provide Alliance with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Alliance. Any work performed by Alliance to obtain permission to enter upon and do work on the lands of others as well as any work performed by Alliance pursuant to this agreement shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. Alliance shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, Alliance has not included in its fee the cost of restoration of damage which may occur. If client or the possessor of any interest in any site desires or requires Alliance to restore site to its former conditions, upon written request of client, Alliance will perform such additional work as is necessary and client agrees to pay Alliance the cost thereof plus Alliance normal mark-up for overhead and profit. Alliance shall be under no obligation to inform other parties of its activities or discoveries, but shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against client and/or others.

8. CLIENT'S DUTY TO NOTIFY ALLIANCE: Client represents and warrants that he has advised Alliance of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which Alliance is to do work hereunder, and unless Alliance has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ALLIANCE FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES, ("DAMAGES") INCLUDING REASONABLE ATTORNEYS FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO ALLIANCE'S PERFORMANCE OF ITS WORK AND RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS WHERE THE ACTUAL OR POTENTIAL PRESENCE AND LOCATION THEREOF WAS NOT REVEALED TO ALLIANCE BY CLIENT REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE THE RESULT OF ALLIANCE'S NEGLIGENCE IN WHOLE OR IN PART.

9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from observation, analysis and testing of sample materials shall be reported on boring logs or other test reports and may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgement and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, unless sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of Alliance's work on client's behalf, client agrees to assume these risks.

10. DISCOVERY OF UNANTICIPATED POLLUTANTS: The discovery of certain pollutants may make it necessary for Alliance to take immediate measures to protect health and safety. Client agrees to reimburse reasonable cost of implementing such measures under the circumstances. Alliance agrees to notify client as soon as practically possible should such pollutants be suspected or discovered.

11. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by client. Samples

removed by Alliance for laboratory testing will, upon completion of testing, be disposed by the laboratory in an approved manner or returned to the site for disposal by others.

12. WARRANTY: Alliance's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Alliance will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS IS IN LIEU OF ALL WARRANTIES OR OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN ALLIANCE REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

IF ALLIANCE OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ALLIANCE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE 100% OF THE FEE PAID TO ALLIANCE FOR ITS WORK PERFORMED HEREUNDER.

CLIENT HEREBY RELEASES ALLIANCE FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF ALLIANCE'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

13. INDEMNITY: Subject to the foregoing limitations, Alliance agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Alliance's negligence to the extent of Alliance's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against Alliance, the party initiating such action shall pay to Alliance the costs and expenses incurred by Alliance to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Alliance shall prevail in such suit. The general liability coverage's are on a primary and non-contributory basis.

14. PAYMENT: Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay Alliance's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Alliance shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Alliance waives any rights to a mechanic's lien, or any provision conditioning Alliance's right to receive payment for its work upon payment to client by any third party. These general conditions are notice as may be required pursuant to the Texas Property Code or otherwise, where required, that Alliance shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Alliance from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

15. TERMINATION: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, Alliance shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the Alliance Rate Schedule of Budget Schedule.

16. WITNESS FEES: Alliance's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Alliance at a rate two times Alliance's then current fee schedule plus all expenses incurred for any Alliance employee subpoenaed by any party as an occurrence witness as a result of Alliance's work.

17. ENTIRE AGREEMENT, TITLES, AND CONTROLLING LAW: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Dallas County, Texas.

18. MEDIATION: In an effort to resolve any conflicts that arise during the design or construction of the project, or following the completion of the project, or in any regard to the work Alliance provides, the Client and Alliance agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Alliance further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

19. CERTIFICATION STATEMENTS: Any "certification statement" as a result or conclusion of Alliance's services, as may be requested by the Client or third parties for legal, loan, real estate, and other purposes, will be provided upon request, at additional charge, at the sole discretion of Alliance, unless specifically agreed to otherwise in writing. In providing such a "certification", Alliance will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by Alliance, standardized language (if requested to be used by the Client, its agents, or third parties) will be modified by Alliance as necessary, at its sole discretion. Refusal by Alliance to use certain standardized language, words, and phrases in "certification statements" shall neither constitute incomplete services by Alliance, nor relieve Client of its obligation to compensate Alliance in full for services provided hereunder.

20. CONTINUITY OF SERVICES: Alliance shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during construction.

Revised February 17, 2016 – Alliance Geotechnical Group, Inc., a Texas corporation

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

Certificate Number:
2024-1155160

Date Filed:
05/01/2024

Date Acknowledged:

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

RCITX, LLC
Colleyville, TX United States

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

City of Colleyville

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

PAR-2024-010
Provide landscaping and excavation work

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.



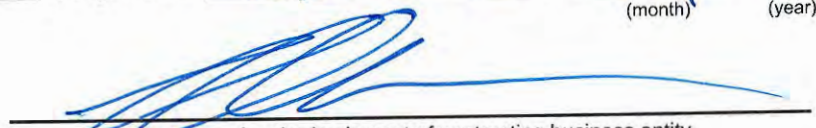
6 UNSWORN DECLARATION

My name is Marty DeKes, and my date of birth is 10-15-73.

My address is 601 W Main St, Arlington, TX, 76010, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 1st day of May, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

RCITX, LLC
Colleyville, TX United States

Certificate Number:
2024-1155160

Date Filed:
05/01/2024

Date Acknowledged:
05/02/2024

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.

PAR-2024-010
Provide landscaping and excavation work

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 5/7/2024

Number Resolution R-24-4934

Type Resolution

Department Communications and Marketing

Title

Approval to donate \$6,750 of the City of Colleyville's Opioid Settlement funds to the Grapevine-Colleyville Independent School District Drug Dog Program

Explanation

Reading and Public Hearing

The City of Colleyville has received a portion of money from the State of Texas related to the nation-wide opioid lawsuits against pharmaceutical companies. When considering how those funds could be best used to address the opioid crisis, partnering with the school district was identified as an impactful way to provide benefit to the entire community.

City staff and GCISD met last year to explore ways the funding could be used to support GCISD's efforts to keep opioids off campuses, to respond to overdoses should they occur, and to educate families about the issue. In May 2023 the City provided 48 doses of Narcan to replace GCISD's Narcan that would soon expire. In June 2023 the City Council also authorized a \$6,500 donation for GCISD's drug dog program for the 2023-2024 school year.

This agenda item provides for formal approval of a donation of \$6,750 for another year of GCISD's drug dog program. The contract between GCISD and Interquest Detection Canines provides for ten full day visits during the 2024-2025 school year at a total cost of \$6,750.

A letter was sent to GCISD expressing the City's intent to utilize \$6,750 of our opioid funding for the GCISD drug dog program. The donation approval will go before the GCISD school board at their next meeting.

Financial Impact

The funding is pass-through per the opioid settlement.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 5/7/2024

Number Resolution R-24-4934

Type Resolution

Department City Secretary

Title

Appointing Matt Poston, Director of Finance, the designated City of Colleyville official authorized to administer and/or perform all duties required under Chapter 26 of the Texas Tax Code, and authorizing the Director of Finance to designate one or more persons as may be reasonably necessary to assist in the performance of the duties, subject to approval by the City Manager

Explanation

Reading and Public Hearing

The 86th Texas Legislature amended Tax Code § 26.04 which requires each governing body, as part of the tax rate adoption process to designate an officer or employee to do certain tasks, including, but not limited to, the calculation of the relevant tax rates and the posting of information to the web. Approval of this item is housekeeping, providing for the new Director of Finance, Matt Poston, to be appointed.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 5/7/2024

Number Resolution R-24-4934

Type Resolution

Department City Manager

Title

Approval of the purchase of two acres of land at 4315 Bedford Road, Colleyville, in an amount not to exceed \$10,000, plus closing costs, and authorizing the City Manager to execute the agreements

Explanation

Reading and Public Hearing

This item seeks approval of the purchase of two acres of land located at 4315 Bedford Road. The subject property is adjacent to the City's Sparger Park, along Little Bear Creek. If approved, the City will preserve the land as open space.

Financial Impact

Funding of the purchase is available in the FY24 budget.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 5/7/2024

Number Ordinance O-24-2278

Type Ordinance

Department Community Development

Title

Consideration 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

Explanation

First Reading and Public Hearing

Ruth Nokes, the applicant, has submitted a request for a Special Use Permit (SUP) for Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption at 3855 Glade Road, Suite 165. Alcoholic beverage sales for off-premise consumption is allowed for the PUD-R Unit Development – Residential district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned PUD-R District and generally located on the southeast side of the intersection of Glade Road and Heritage Parkway. The property is a platted lot and developed with a retail shopping center. The property will operate as a business known as New York Butcher Shoppe.

SUP Request: The applicant is requesting approval of an SUP to allow for Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption in conjunction with the opening of the butcher shop to be known as New York Butcher Shoppe.

Section 3.25 of the Land Development Code states that an SUP is to “allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood.” Language is typically added for SUPs to automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.

Analysis: The proposed business, New York Butcher Shoppe, is a butcher shop that will also sell beer and wine for off-premise consumption. There will be occasional on-site tastings of alcoholic beverages, but no alcohol will be sold for on-site consumption. They will sell cuts of fresh meats, assorted wines and craft beers, prepared foods, and specialty items. According to the applicant, wine and malt beverage sales make up 15 to 20 percent of total business sales.

Plat Status: The property is platted as Lot 2, Block A, 170 Players Addition.

DRC Review: The DRC reviewed the request during their March 18, 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 are zoned PUD-R Planned Unit Development – Residential, CC-1 Village Retail and are improved with single-family homes and retail uses. The property to the east is located in the City of Euless and is improved with a Target store. The property to the west is zoned PUD-R Planned Unit Development – Residential and is improved with retail commercial development. The properties to the south are zoned PUD-R Planned Unit Development – Residential and are improved with single-family homes.

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.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their April 8, 2024, meeting by a vote of 5-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Architectural Plan Exhibits
5. Business Plan
6. Elevations Exhibit
7. Notification Letter
8. Notification Map
9. Notification List
10. Ordinance O-24-2278

Aerial Map

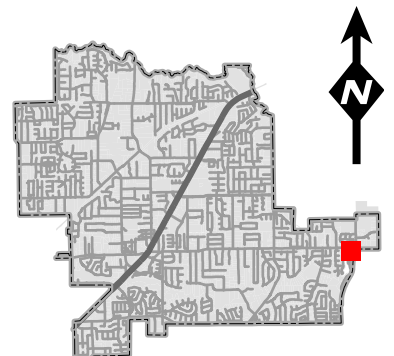


ZC24-004

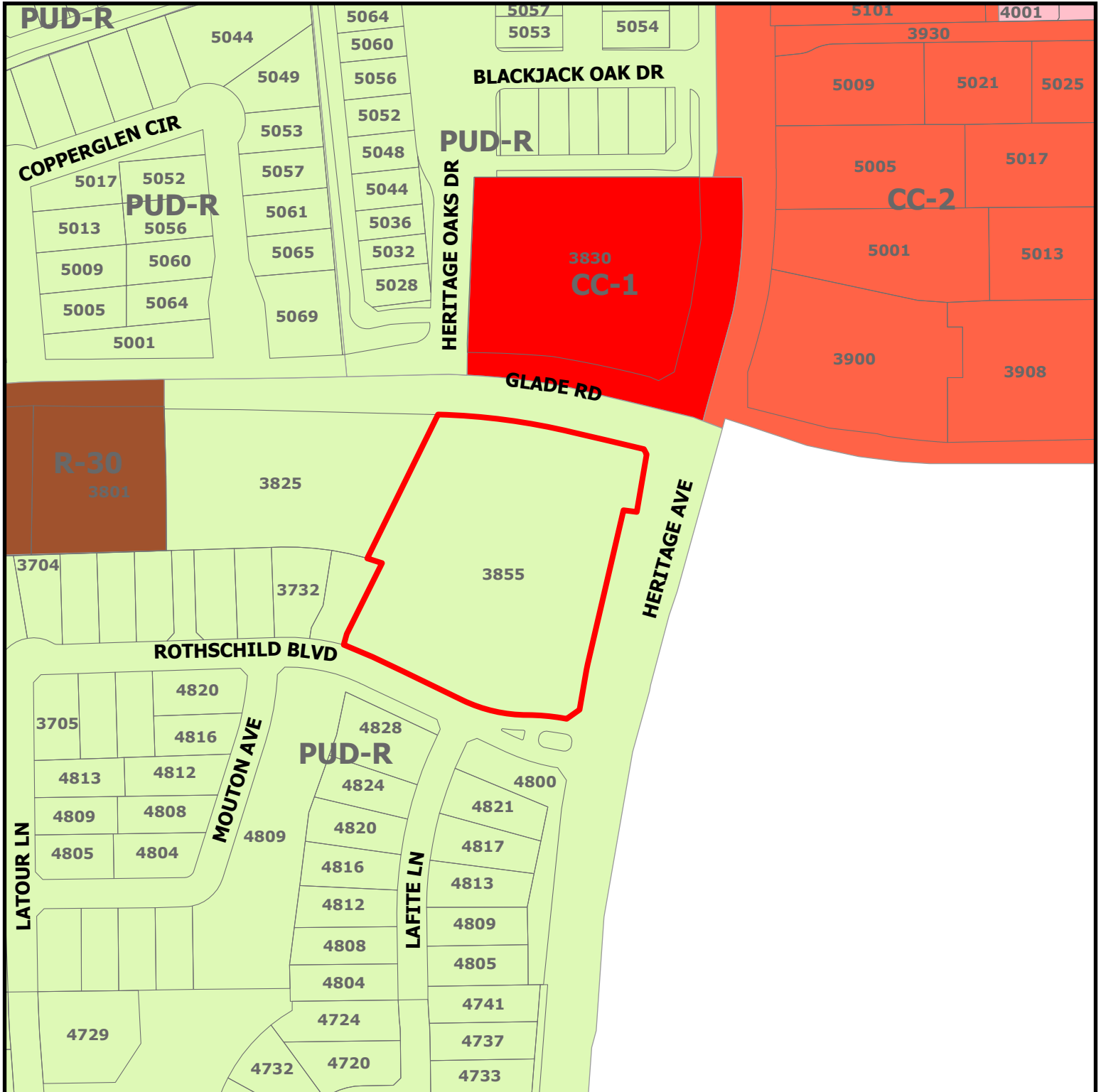
3855 Glade Rd Suite 165

DISCLAIMER:
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 Subject Property



Zoning Map

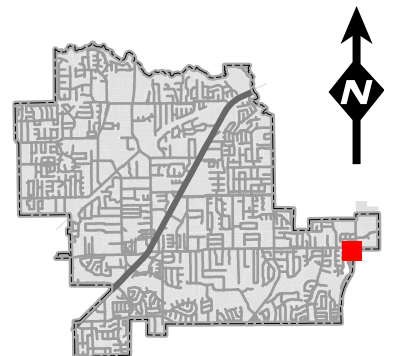


ZC24-004

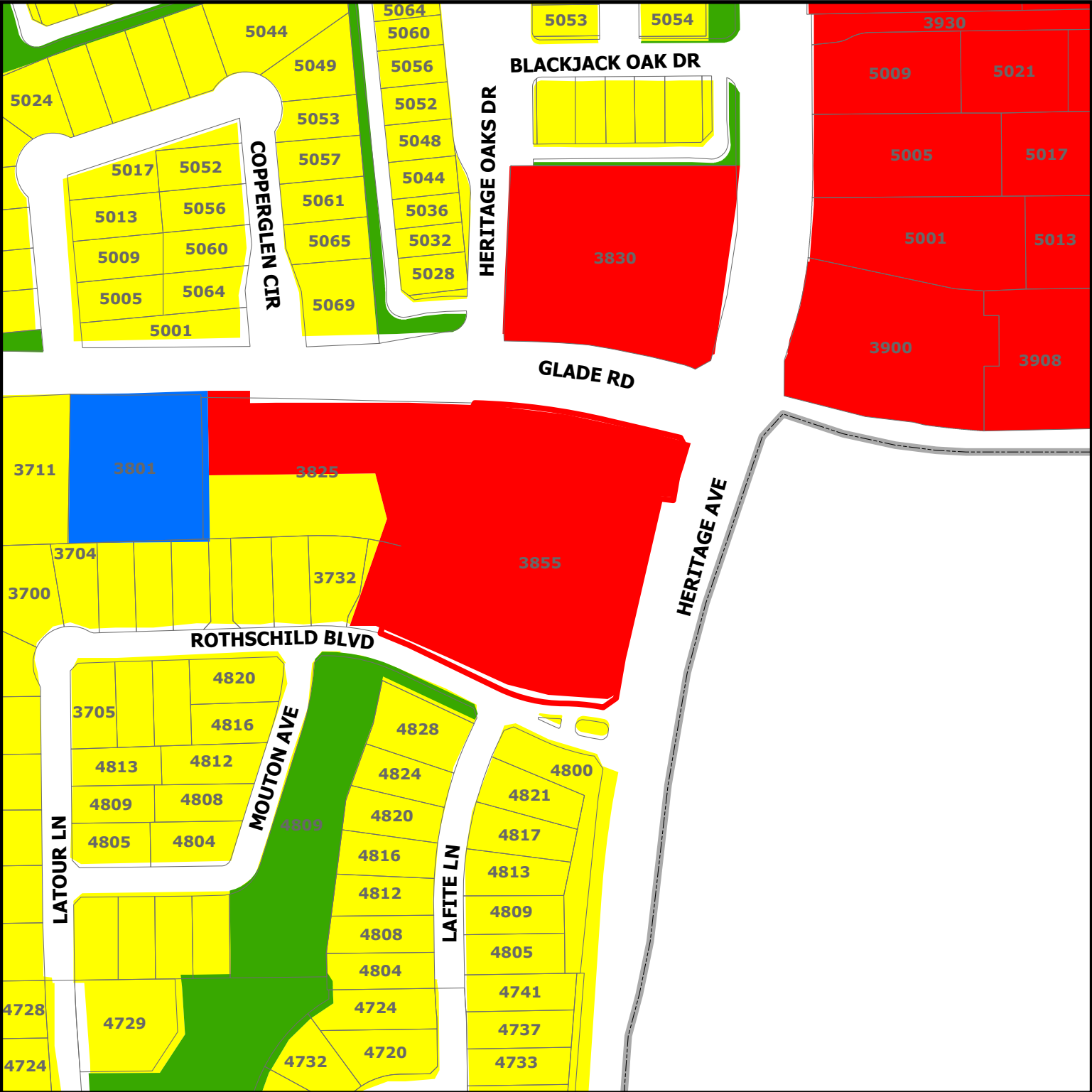
3855 Glade Rd Suite 165

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Subject Property



Future Land Use Map



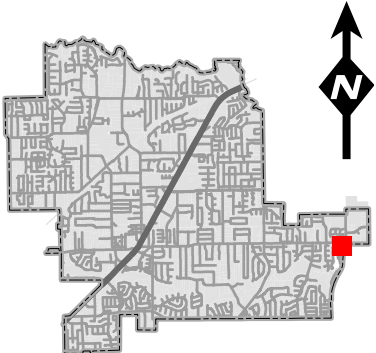
ZC24-004

3855 Glade Rd Suite 165



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



NEW YORK BUTCHER SHOPPE

3855 GLADE RD
COLLEYVILLE TX 76034 USA

PROJECT AREAS

PROJECT DATA

SITE VICINITY MAP

DRAWING SYMBOLS

SHEET INDEX

PROJECT TEAM

DESIGNER PRINCIPAL: JOHN CARROLL - RENOVIS DESIGN
DESIGNER JUNIOR: JESSICA BALDERRAMA - RENOVIS DESIGN
MECHANICAL ENGINEER: ODAY HATEM P.E. - OHH CONSULTING ENGINEERS LLC
BUILDER CONTACT: RACHAEL PALMER - TEXAS BUILT CONSTRUCTION

PROJECT DESCRIPTION:

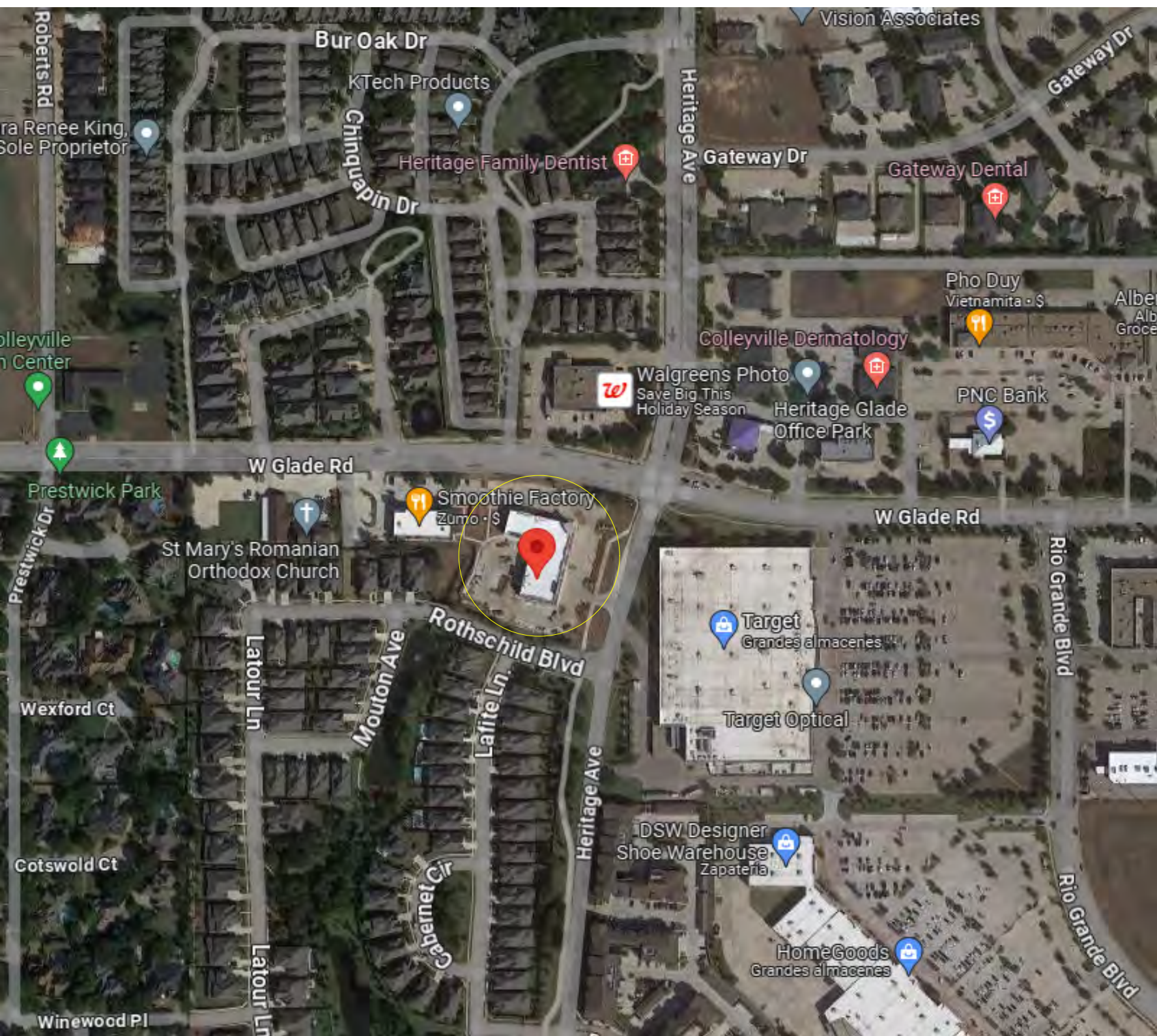
COMMERCIAL FINISH OUT

JURISDICTION INFORMATION

PROJECT AHJ: CITY OF COLLEYVILLE
FIRE DISTRICT: CITY OF COLLEYVILLE FIRE DEPARTMENT
ELECTRICITY PROVIDER: ONCOR
GAS UTILITY PROVIDER: ATMOS ENERGY
WATER JURISDICTION: TARRANT COUNTY WATER SUPPLY
TRASH SERVICE: CITY OF COLLEYVILLE - CWD

APPLICABLE CODES:

BUILDING CODE: 2018 INTL. RESIDENTIAL CODE
ENERGY CONSERVATION CODE: 2018 INTL. ENERGY CONSERVATION CODE
MECHANICAL CODE: 2018 INTL. MECHANICAL CODE
ELECTRICAL CODE: 2018 NATL. ELECTRICAL CODE
PLUMBING CODE: 2018 INTL. PLUMBING CODE
FUEL & GAS CODE: 2018 INTL. FUEL & GAS CODE
FIRE CODE: 2018 INTL. FIRE CODE



ABBREVIATIONS

A/C - AIR CONDITIONING	LUM - LUMINAIRE (LIGHT FIXTURE)
A.F.F. - ABOVE FINISHED FLOOR	M.O.C. - MIDDLE OF CORRIDOR
ADJ. - ADJUSTABLE	M.U.A. - MAKE-UP AIR
ALUM - ALUMINUM	N.T.S. - NOT TO SCALE
B.L. - BUILDING LINE	O.C. - ON CENTER
BM - BEAM	PLAM - PLASTIC LAMINATE
BRKT - BRACKET	R.O. - ROUGH OPENING
C.F.M. - CUBIC FEET PER MINUTE	R.T.U. - ROOF TOP UNIT
CL - CENTER LINE	REC - RECEPTACLE
COL - COLUMN	REINF - REINFORCED
CONC - CONCRETE	R.O. - ROUGH OPENING
DET - DETAIL	SW - SWITCH
DIA - DIAMETER	STL - STEEL
D/W - DRAIN, WASTE, VENT	T.O. - TOP OF
E - ELECTRICAL	TYP - TYPICAL
ELEV - ELEVATION	U.N.O. - UNLESS NOTED OTHERWISE
EM - EMERGENCY	V.A.V. - VARIABLE AIR VOLUME
EQ - EQUAL	W.C. - WATER CLOSET
EXT - EXTERIOR	WD - WOOD
F.D. - FLOOR DRAIN	W.H. - WATER HEATER
F.F. - FINISHED FLOOR	
F.O.C. - FACE OF CONCRETE	
F.O.F. - FACE OF FINISH	
F.O.S. - FACE OF STUD	
FDN - FOUNDATION	
GFI OR GFCI - GROUND FAULT CIRCUIT INTERRUPTER	
GL - GLASS	
H.M. - HOLLOW METAL	
H.V.A.C. - HEATING, VENTILATION, AND AIR CONDITIONING	
INT - INTERIOR	
JST - JOIST	
LAM - LAMINATE	

1

SD.9

EXTERIOR ELEVATION
REFER TO DRAWINGS X.65 AND X.19

5

A102

6

A102

BUILDING SECTION
REFER TO DRAWINGS A4.1...

1

X.31

WALL SECTION

1

A5.1

2

3

4

INTERIOR ELEVATION
REFER TO I.E. DRAWINGS A5.1...

ZONE

52.75 sq ft

ZONE STAMP / ROOM
REFER TO AREA ANALYSIS A1.2

Drill

Layout

DETAIL MARKERS
REFER TO A6.1...

1

A

N

GRID LINES
REFER TO FLOOR PLANS FOR GRID SPACING
(IF APPLICABLE) AND WALL FRAMING

N

NORTH ARROW
REFER TO CIVIL DRAWINGS FOR PROJECT
ORIENTATION

B1

WALL TYPES
REFER TO FLOOR PLAN FOR WALL TYPES
A: FOUNDATION B: EXTERIOR C: INTERIOR

D-04

DOOR TYPES
REFER TO SHEET A7.2 FOR DOOR DETAILS
REFER TO SHEET A7.2 FOR DOOR SCHEDULE

W01

W01

9' x 5'

Sil 2

WINDOW TYPES
REFER TO SHEET A7.1 FOR WINDOW DETAILS
REFER TO SHEET A7.1 FOR WINDOW SCH.

CAB-W-24-2D

CAB-B-24-4DR

CABINET TYPES
REFER TO CASEWORK SCHEDULE SHEET A7.1
(IF APPLICABLE)

PL-06

PL-09

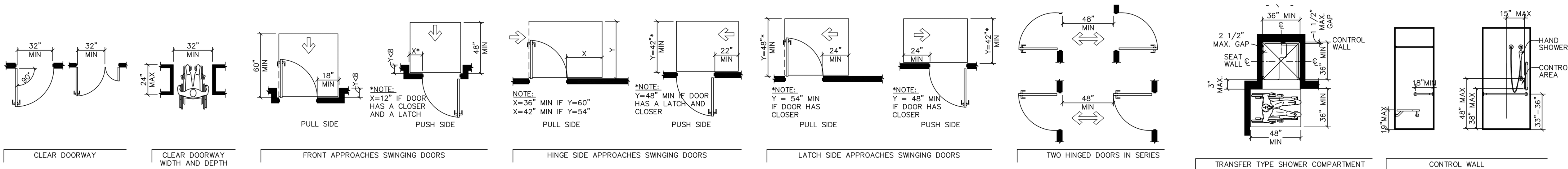
PLUMBING FIXTURE
REFER TO FIXTURE SCHEDULE A7.#
(IF APPLICABLE)

FURNITURE

FURNITURE
REFER TO FIXTURE SCHEDULE A7.#
(IF APPLICABLE)

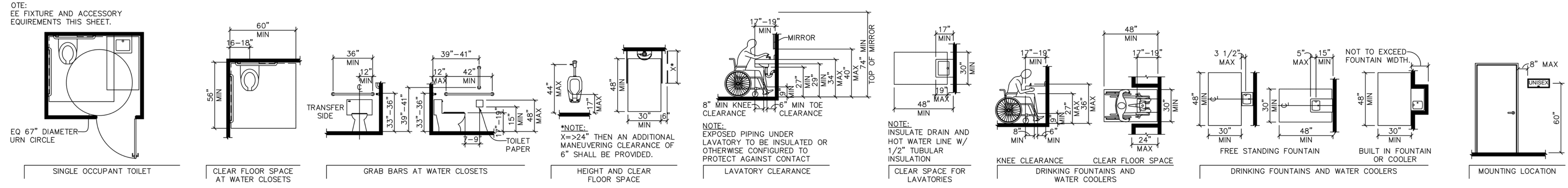
DESIGN CONSTRUCTION DOCUMENT SET

A ARCHITECTURAL PLANS (DD/CD)	
CS	COVER SHEET
G GENERAL	
G.001	ADA STANDARD DETAILS
AD REMODEL PLANS	
AD101	DEMO 1ST FLOOR PLAN
A0 SITE	
A001	LIFE SAFETY PLAN
A1 PLANS	
A101	LEVEL 1 FLOOR PLAN
A102	LEVEL 1 REFLECTED CEILING PL...
A103	F&E
A7 INTERIORS	
A701	INTERIOR ELEVATIONS
A702	RESTROOM ELEVATIONS
P PLUMBING	
P101	LEVEL 1 PLUMBING
E ELECTRICAL CONDENSED	
E101	LEVEL 1 ELECTRICAL
M MECHANICAL	
M101	LEVEL 1 HVAC



DOORS

SHOWERS



TOILET ROOMS

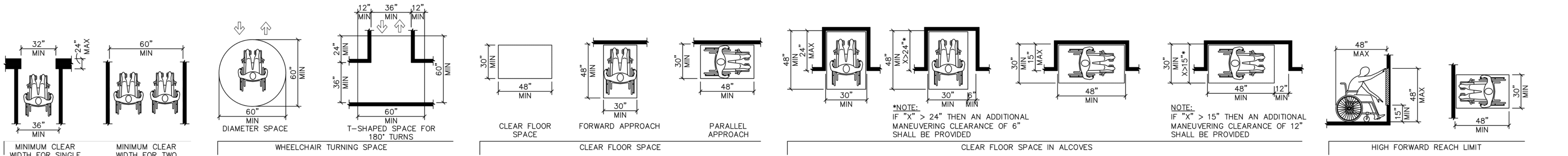
WATER CLOSETS

URINALS

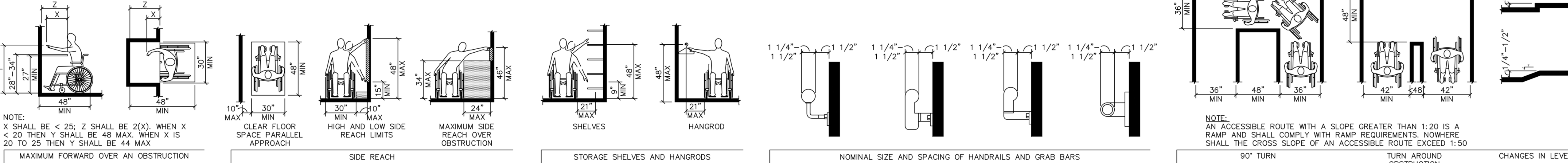
LAVATORIES AND MIRRORS

DRINKING FOUNTAIN AND WATER COOLERS

SIGNAGE



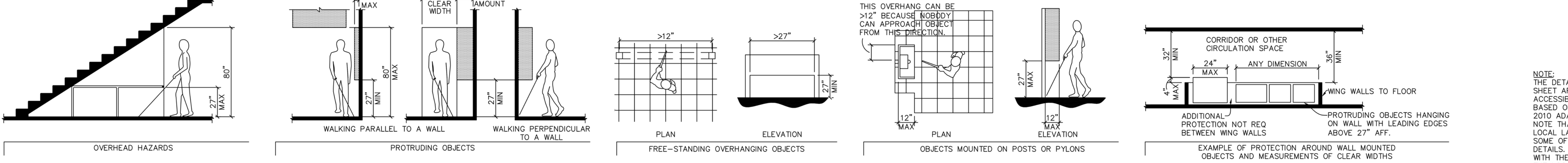
SPACE ALLOWANCES AND REACH RANGES



SPACE ALLOWANCES AND REACH RANGES CONTINUED

HANDRAILS AND GRAB BARS

ACCESSIBLE ROUTE



PROTRUDING OBJECTS

NOT FOR CONSTRUCTION

RENOVIS
DESIGN

JOHN CARROLL
john@renovisdesign.com
214-556-1191
www.renovisdesign.com

TEXAS BUILT CONSTRUCTION

972-219-0729
RACHAEL PALMER

PROJECT:
NEW YORK BUTCHER SHOPPE

BUSINESS OWNER INFORMATION
Bryson Noltes

NOTES:

NORTH

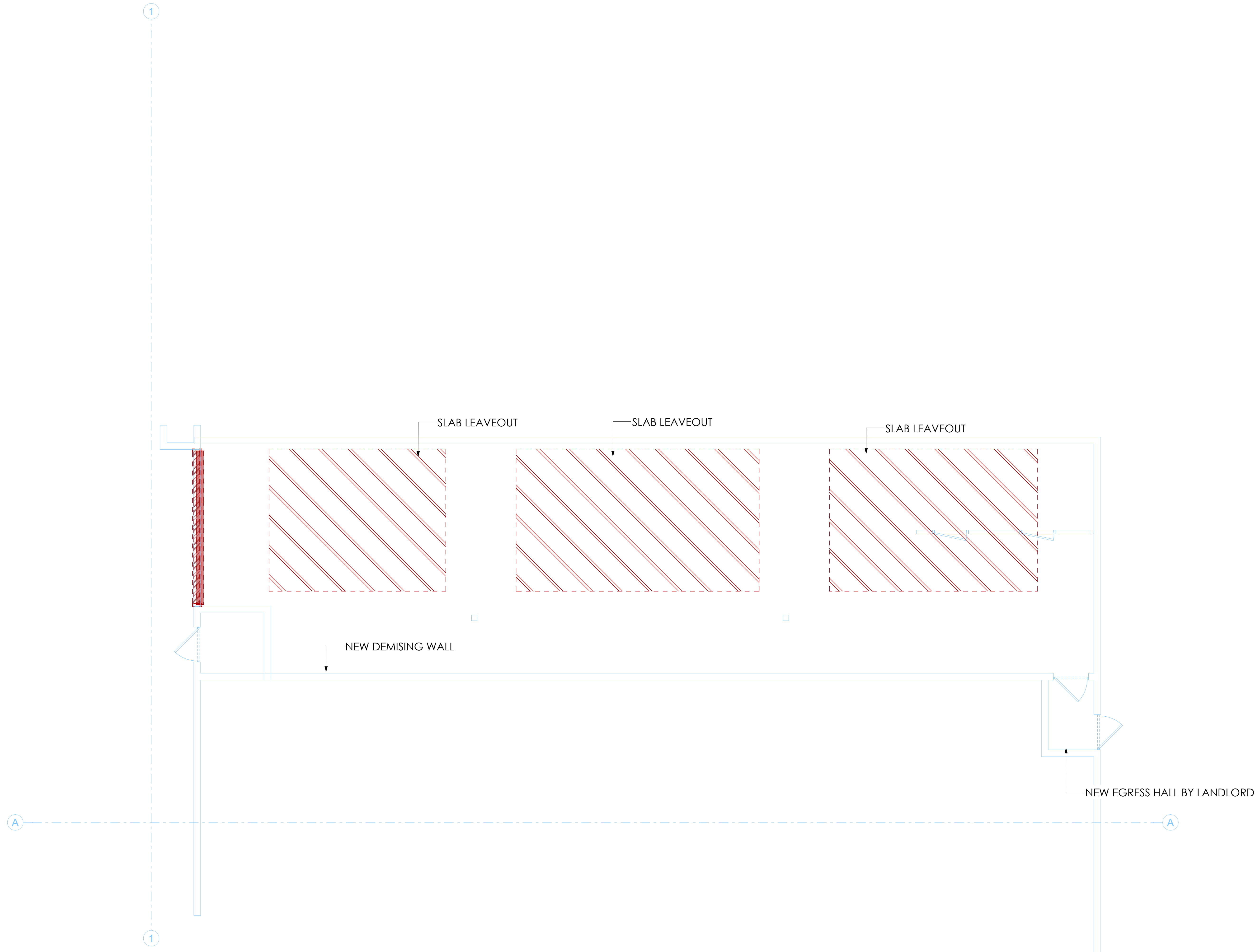
ADA STANDARD
DETAILS

G.001

SHEET

DATE: 12/18/2023 3:10 PM

3855 GLADE RD
COLLEVILLE, TX
76034



1. Level 1 Demolition
SCALE: 1/4" = 1'-0"



JOHN CARROLL
john@renovisdesign.com
214-556-1151
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TEXAS BUILT CONSTRUCTION
972-219-0729
RACHAEL PALMER

PROJECT:
NEW YORK BUTCHER SHOPPE
3855 GLADE RD
COLLEYVILLE, TX
76034

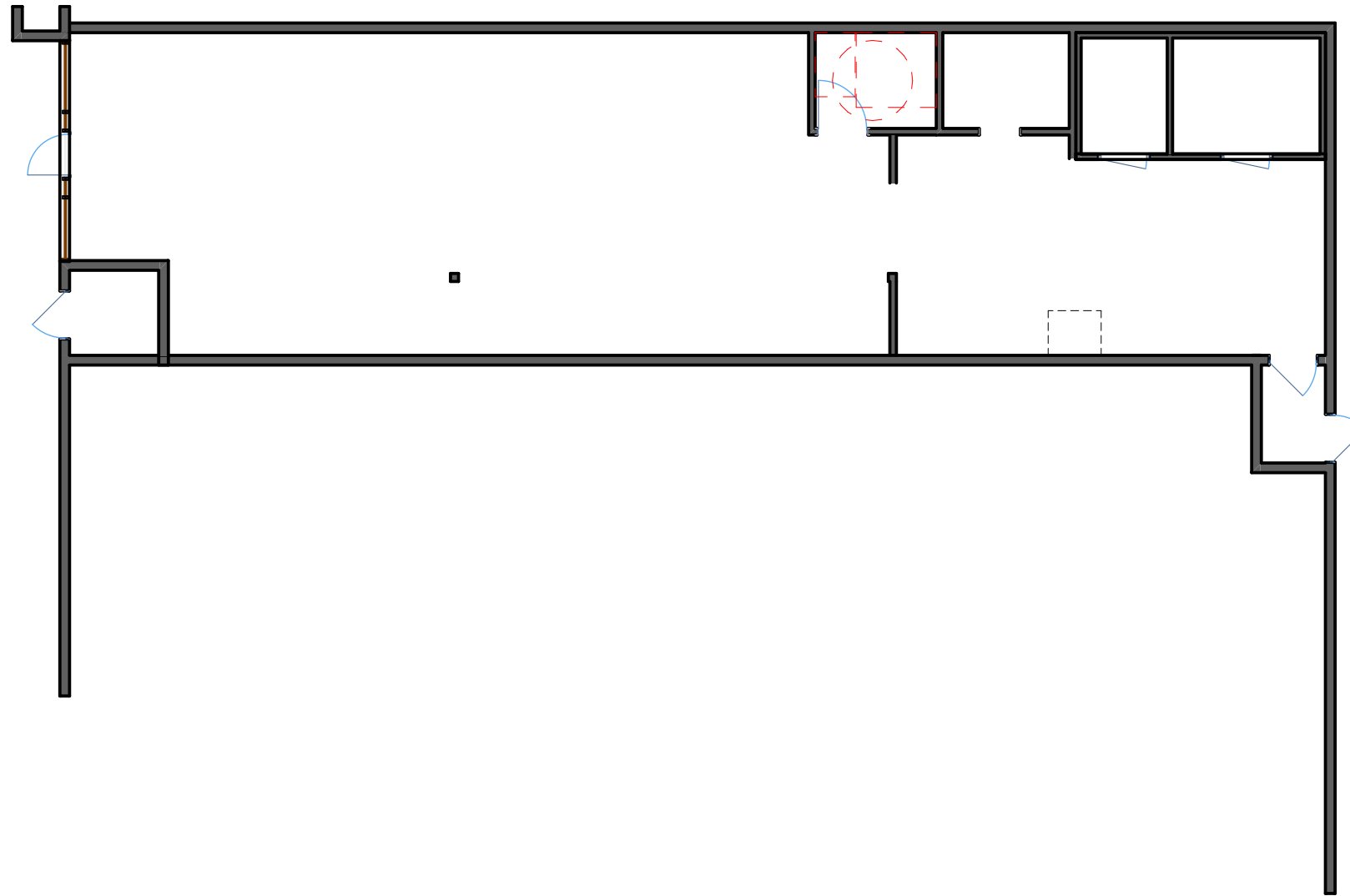
BUSINESS OWNER INFORMATION
Bryson Noltes

NOTES:

NORTH


DEMO 1ST FLOOR PLAN

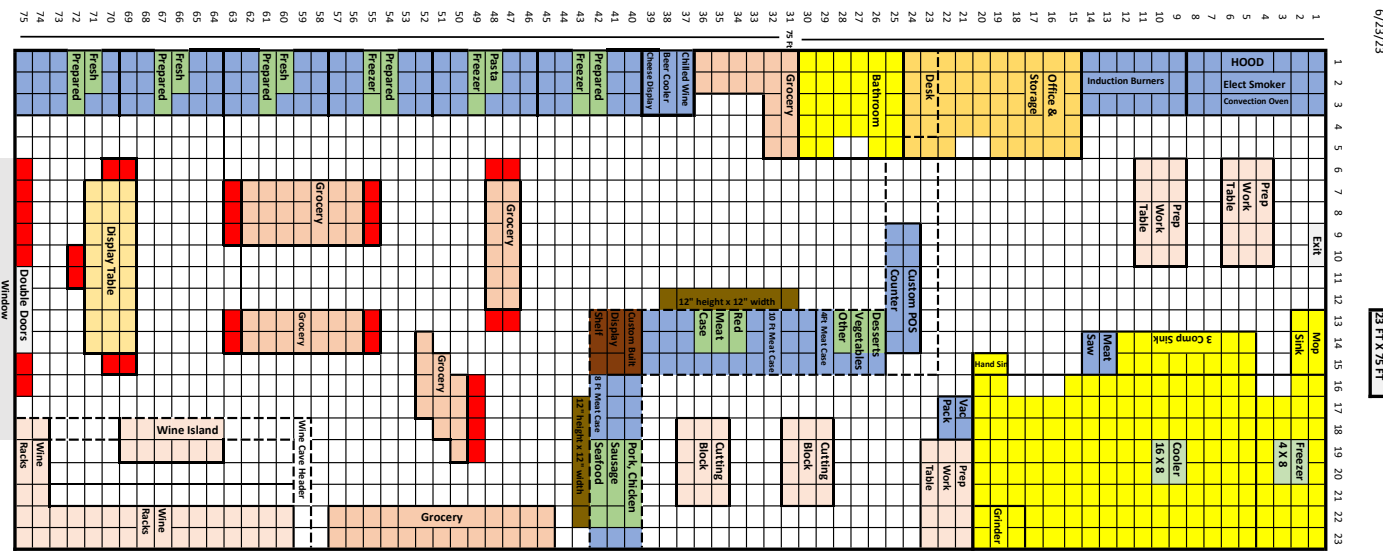
AD101
SHEET
DATE: 12/18/2023 3:10 PM



ROOM FINISH SCHEDULE									
NO.	SPACE	FLOOR		WALLS				CEILING	COMMENTS
		BASE	TOP	RIGHT	BOTTOM	LEFT	EXPOSED STRUCTURE - PAINT BLACK		
101	SALES	LVT	VINYL COVE	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED M.R. C/P. BD.	AC1-1	SEE NOTES
102	BUTCHER	LVT	VINYL COVE	PAINTED M.R. C/P. BD.	PAINTED M.R. C/P. BD.	PAINTED M.R. C/P. BD.	PAINTED M.R. C/P. BD.	AC1-2	
103	UNFED RESTROOM	LVT	VINYL COVE	PAINTED M.R. C/P. BD.	PAINTED M.R. C/P. BD.	PAINTED M.R. C/P. BD.	PAINTED M.R. C/P. BD.	AC1-2	
104	OFF STORAGE/STORAGE	LVT	VINYL COVE	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	AC1-2	
105	COOLER	ENR	CONCRETE	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	AC1-2	
106	FREEZER	ENR	CONCRETE	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	AC1-2	
107	OFFICE	LVT	VINYL COVE	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	PAINTED C/P. BD.	AC1-1	

COOLER (WITH FLOOR PANELS)

FREEZER (WITH FLOOR FN)



NOTES:
1. ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.
2. ELEVATIONS ARE BASED ON THE MEAN SEA LEVEL DATUM.
3. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
4. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
5. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
6. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
7. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
8. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
9. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.
10. ELEVATIONS ARE TO THE TOP OF THE BUILDING OR THE TOP OF THE ROAD.

SITE NOTES

SITE PLAN NOTES

GENERAL:
REFER TO GENERAL NOTES

SITE PREPARATION:
CLEAR THE SITE OF ALL DEBRIS, VEGETATION, AND OBSTRUCTIONS UNLESS OTHERWISE NOTED.
PROTECT EXISTING TREES AND VEGETATION TO REMAIN, AS INDICATED ON THE PLAN.
ENSURE PROPER EROSION AND SEDIMENT CONTROL MEASURES ARE IN PLACE BEFORE STARTING EXCAVATION OR GRADING.

GRADING & DRAINAGE:
ALL GRADING SHALL ENSURE PROPER DRAINAGE AWAY FROM STRUCTURES AND PREVENT PONDING.
FOLLOW THE CONTOURS AND ELEVATIONS AS INDICATED ON THE GRADING PLAN.
INSTALL STORMWATER MANAGEMENT SYSTEMS AS SPECIFIED, ENSURING THEY ARE FREE FROM DEBRIS AND OPERATIONAL.

UTILITIES:
VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE EXCAVATION. COORDINATE WITH LOCAL UTILITY COMPANIES FOR ANY REQUIRED RELOCATIONS OR CONNECTIONS.
ENSURE ALL NEW UTILITY INSTALLATIONS ARE INSPECTED AND APPROVED BY THE RESPECTIVE UTILITY COMPANY.

LANDSCAPING:
INSTALL ALL LANDSCAPING ELEMENTS AS PER THE LANDSCAPING PLAN. ENSURE PROPER SOIL PREPARATION AND PLANTING TECHNIQUES ARE USED. PROVIDE ADEQUATE IRRIGATION TO ALL NEWLY PLANTED AREAS.

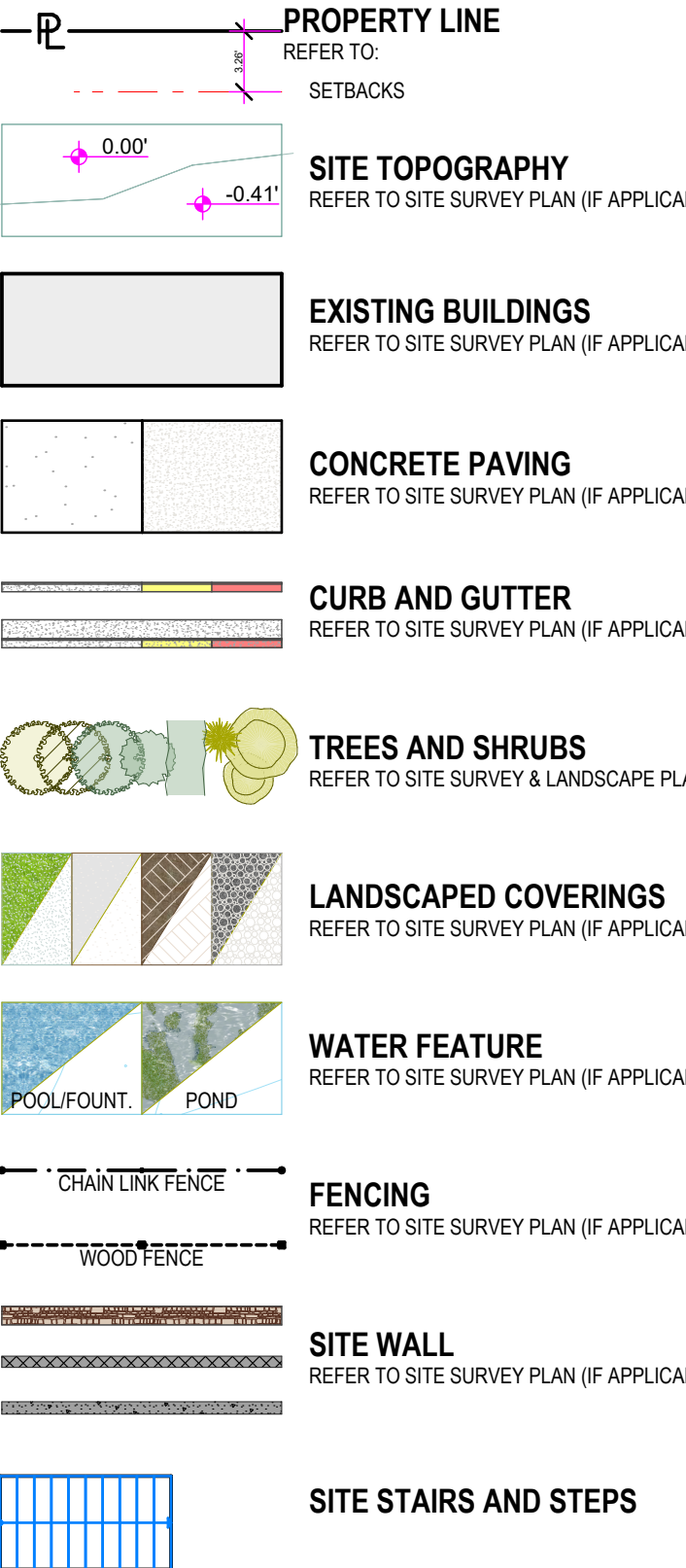
PAVING & PATHWAYS:
PREPARE THE SUBGRADE AS SPECIFIED BEFORE PAVING.
ENSURE ALL PAVED AREAS HAVE THE PROPER SLOPE FOR DRAINAGE. INSTALL PATHWAYS AND DRIVEWAYS AS INDICATED, ENSURING A SMOOTH AND EVEN SURFACE.

STRUCTURES & AMENITIES:
LOCATE ALL STRUCTURES, INCLUDING BUILDINGS, FENCES, WALLS, AND OTHER AMENITIES, AS INDICATED ON THE PLAN.

INSPECTIONS:
OBTAIN NECESSARY APPROVALS BEFORE PROCEEDING TO SUBSEQUENT PHASES OF WORK.

FINAL CONSIDERATIONS:
UPON COMPLETION, CLEAN AND REMOVE ALL DEBRIS FROM THE SITE. RESTORE ANY PUBLIC OR NEIGHBORING PROPERTIES AFFECTED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER.
PROVIDE THE OWNER WITH ALL WARRANTIES, MANUALS, AND INSTRUCTIONS FOR INSTALLED AMENITIES AND SYSTEMS.

SITE LEGEND



NEW YORK BUTCHER SHOPPE

PROJECT:

3855 GLADE RD
COLLEYVILLE, TX
76034

BUSINESS OWNER INFORMATION

Bryson Nokes

NOTES:

NORTH

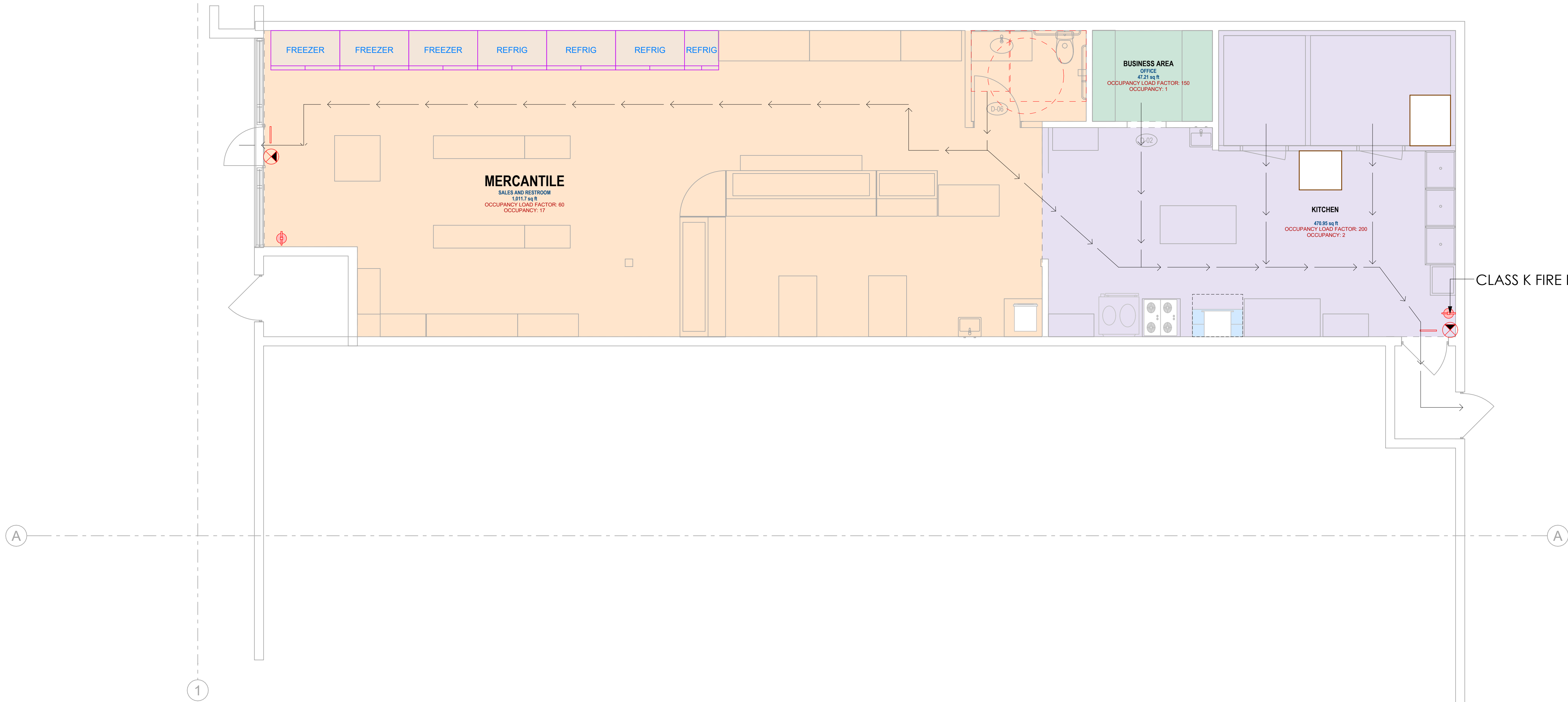
ARCHITECTURAL SITE PLAN

02.1

SHEET

DATE: 12/18/2023 3:11 PM

NOT FOR CONSTRUCTION



1. Level 1
SCALE: 1/4" = 1'-0"

ADOPTED CODES
THIS PLAN WAS DESIGNED IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE

EGRESS REQUIREMENTS
OCCUPANCY LOAD: 20
EGRESS WIDTH REQUIRED: 20 PERSONS X 2" = 4" (SUBMIT TO MIN. DOORWAY REQ.)
EGRESS WIDTH PROVIDED: ~36" (FRONT DOOR) + ~36" (DOOR TO INTERIOR BUILDING HALLWAY EXIT)

PLUMBING REQUIREMENTS
LAVATORIES: 1 PER 100
1 PROVIDED
WATER CLOSETS: 1 PER 100
1 PROVIDED
SERVICE SINK: 1 TOTAL
1 PROVIDED

FIRE EXTINGUISHER ANALYSIS
REFER TO 2018 IBC - SECTION 906
TOTAL SQ FOOTAGE: 1,529.86 sq ft

INTENDED AREA USE: MERCANTILE
HAZARD: LIGHT (LOW HAZARD)
MIN. RATED EXINGUISHER: 2-A
MAX. FLOOR AREA PER UNIT OF A: 3,000 SF
MAX. FLOOR AREA FOR ONE EXTINGUISHER: 6,000 SF
MAX. TRAVEL DISTANCE TO EXTINGUISHER: 75 FT

EXTINGUISHERS PROVIDED: 1
EXTINGUISHER TYPE SPECIFIED
CLASS: K
SIZE: 5 LB
ULINE #S-9873 - AMEREX C262

INTENDED AREA USE: KITCHEN
HAZARD: ORDINARY HAZARD (GROUP 1)
MAX. TRAVEL DISTANCE TO EXTINGUISHER: 30 FT

EXTINGUISHERS PROVIDED: 1
EXTINGUISHER TYPE SPECIFIED
MODEL NUMBER: C262
UL RATING: 2A-K
CAPACITY: 2.5 GALLON
WEIGHT: 33.5 LBS
SIZE: 5 LB
<https://fireextinguisherdepot.com/amerex-model-C262-class-k-kitchen-fire-extinguisher-2-5-gallon>

RENOVIS
DESIGN

JOHN CARROLL
john@renovisdesign.com
214.556.1191
www.renovisdesign.com

TEXAS BUILT CONSTRUCTION
972-219-0729
RACHAEL PALMER

PROJECT:
NEW YORK BUTCHER SHOPPE
3855 GLADE RD
COLLEYVILLE, TX
76034

BUSINESS OWNER INFORMATION
Bryson Noltes

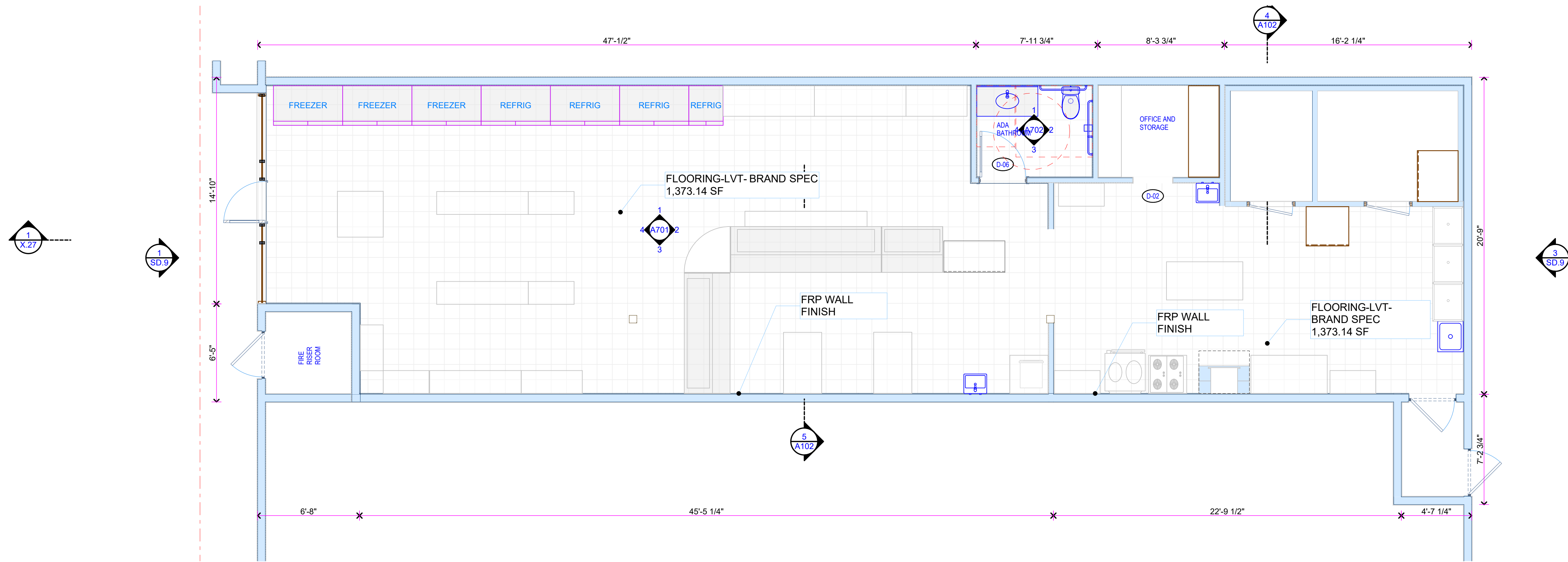
NOTES:

NORTH

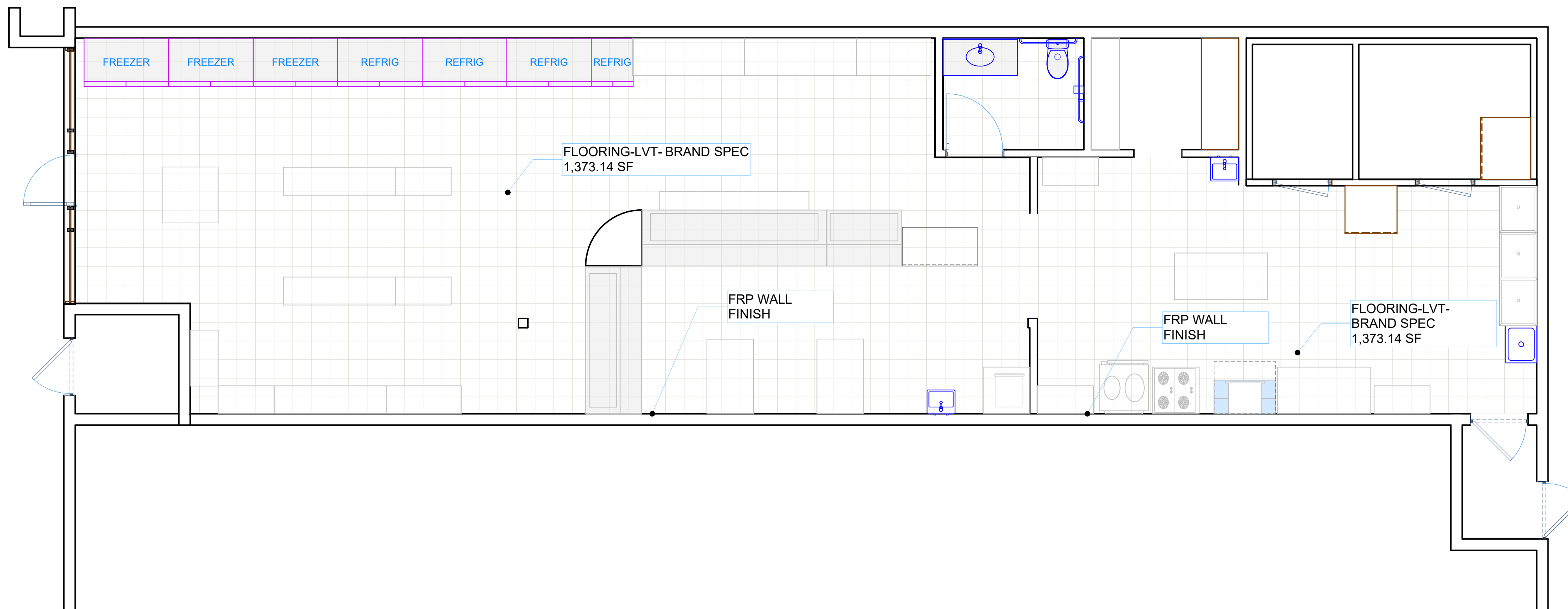
LIFE SAFETY PLAN

A001
SHEET
DATE: 12/18/2023 3:11 PM

NOT FOR CONSTRUCTION



1 LEVEL 1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



5 FINISH PLAN
SCALE: 1/4" = 1'-0"

FLOOR PLAN NOTES

GENERAL:
REFER TO GENERAL NOTES

DIMENSIONS:
ALL DIMENSIONS ARE TO FACE OF STUD, BRICK, OR CONCRETE U.N.O.

DOORS & WINDOWS:
REFER TO THE DOOR AND WINDOW SCHEDULES FOR SIZES, TYPES, AND OTHER DETAILS.
FOLLOW MANUFACTURER INSTRUCTIONS FOR INSTALLATION.
ENSURE PROPER FLASHING AND SEALING AROUND ALL WINDOW AND DOOR OPENINGS TO PREVENT WATER INFILTRATION.

WALLS:
WALL TYPES, MATERIALS, AND FINISHES SHALL BE AS SPECIFIED IN THE RESPECTIVE SECTIONS OF THE DRAWINGS OR SPECIFICATIONS.
ENSURE WALLS ARE STRAIGHT, PLUMB, AND FREE FROM ANY DEFECTS BEFORE FINISHING.

FLOORING:
REFER TO THE FINISHES SCHEDULE FOR SPECIFIC FLOORING MATERIALS IN EACH ROOM OR AREA.
ENSURE THE SUBFLOOR IS CLEAN, LEVEL, AND FREE FROM DEFECTS BEFORE INSTALLING FINISH FLOORING.

FIXTURES & FITTINGS:
ALL FIXTURES AND FITTINGS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.
ENSURE LOCATIONS OF FIXTURES DO NOT INTERFERE WITH DOORS, WINDOWS, OR OTHER BUILDING COMPONENTS.

WALL TYPES (3/4" VIEW)

A - FOUNDATION & BASEMENT WALLS
A - TYPE REFERS TO STRUCTURAL FOUNDATION AND BASEMENT WALLS.
REFER TO FOUNDATION STORY FOR PLACEMENT.
B - EXTERIOR WALLS
B - TYPE REFERS TO EXTERIOR WALLS.
C - INTERIOR WALLS
C - TYPE REFERS TO INTERIOR PARTITIONS AND FINISHED WALLS
D - SHAFT AND MEP WALLS
D - TYPE REFERS TO MECHANICAL SHAFTS
E - SPECIALTY PARTITIONS
E - REFER TO SPECIAL FURNISHED WALLS
G - SITE WALLS
G - TYPE REFERS TO SITE WALLS. SEE ARCHITECTURAL SITE PLAN.

RENOVIS
DESIGN

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TEXAS BUILT CONSTRUCTION

972.219.0729
RACHAEL PALMER

NEW YORK BUTCHER SHOPPE

PROJECT:

BUSINESS OWNER INFORMATION
Bryson Nokes

NOTES:

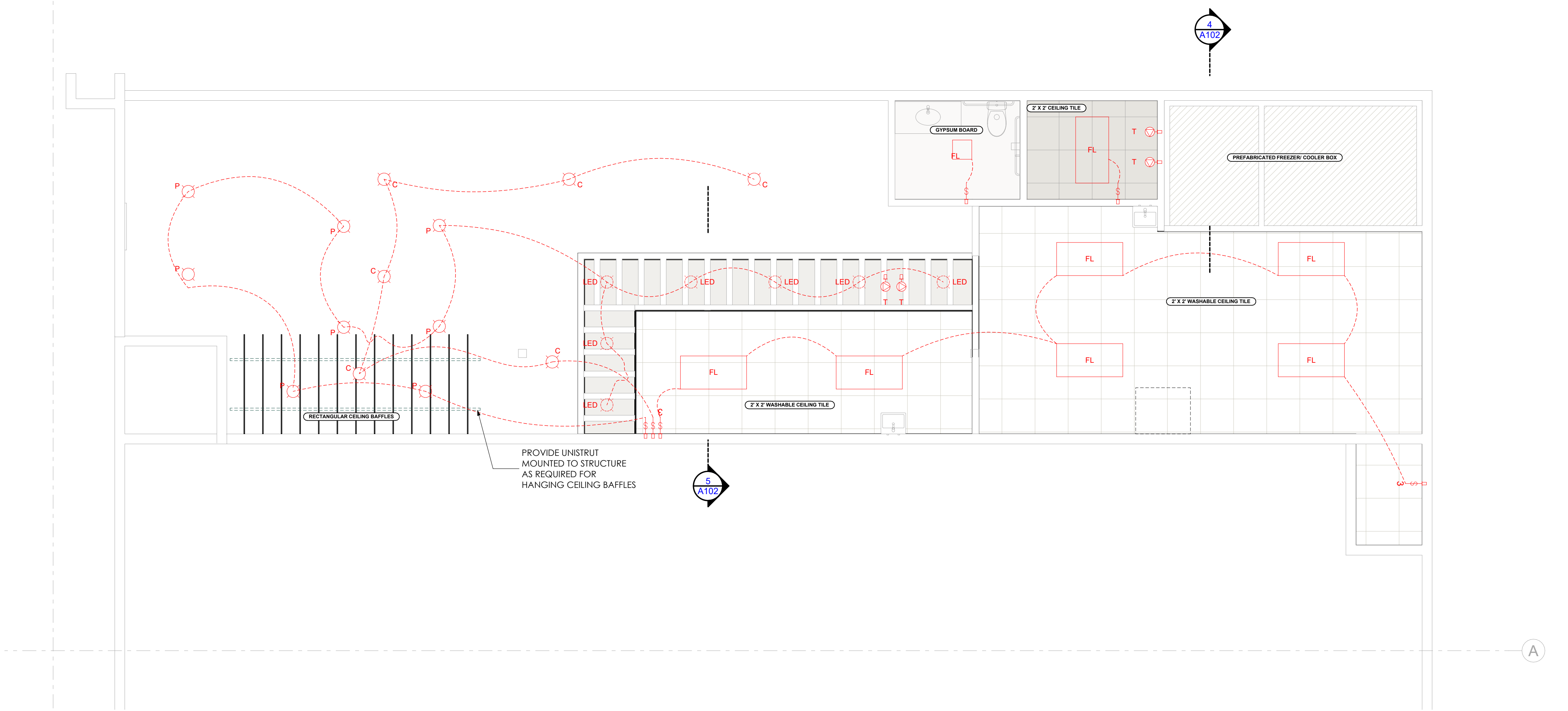
NORTH

LEVEL 1 FLOOR PLAN

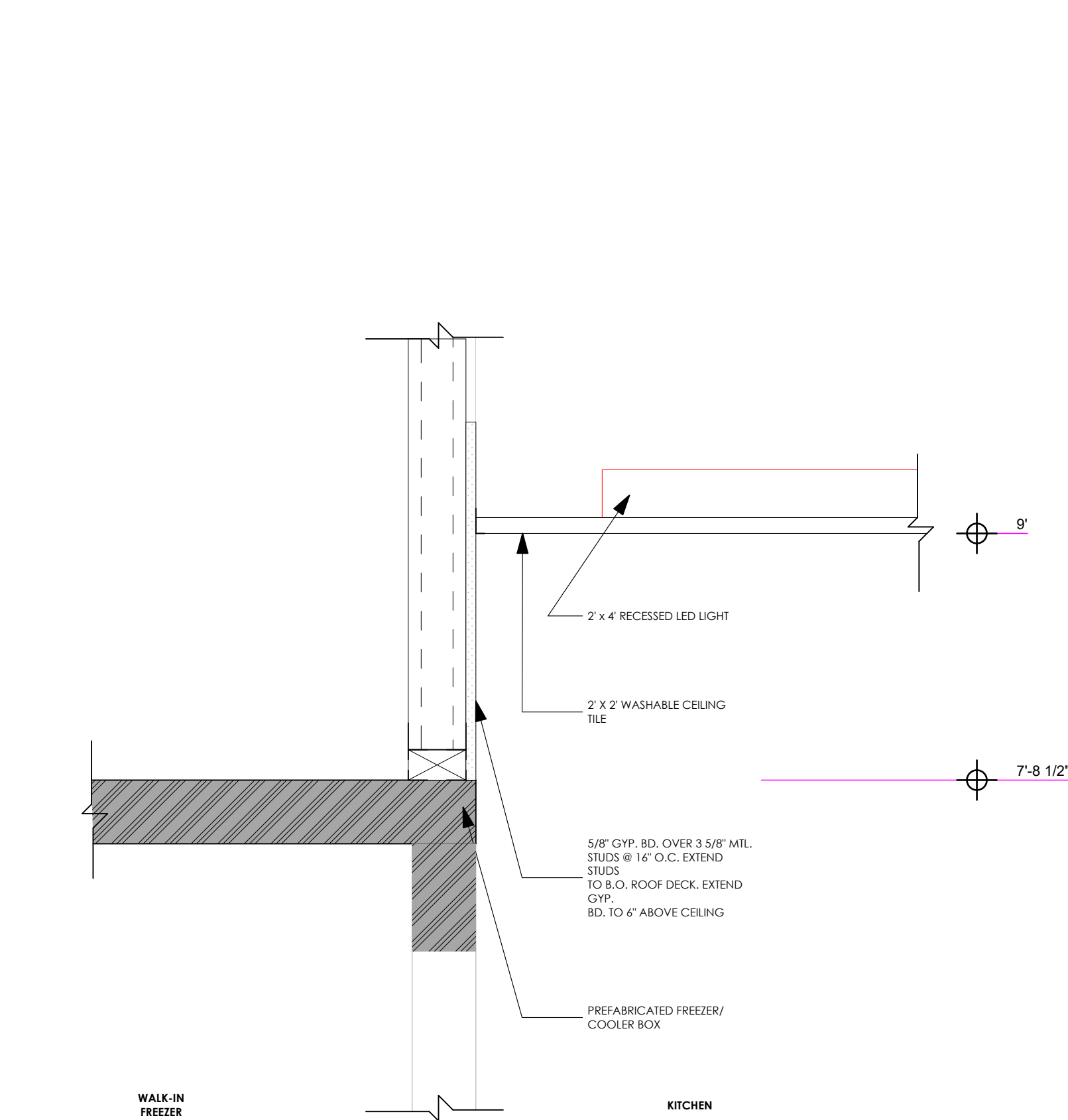
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SHEET

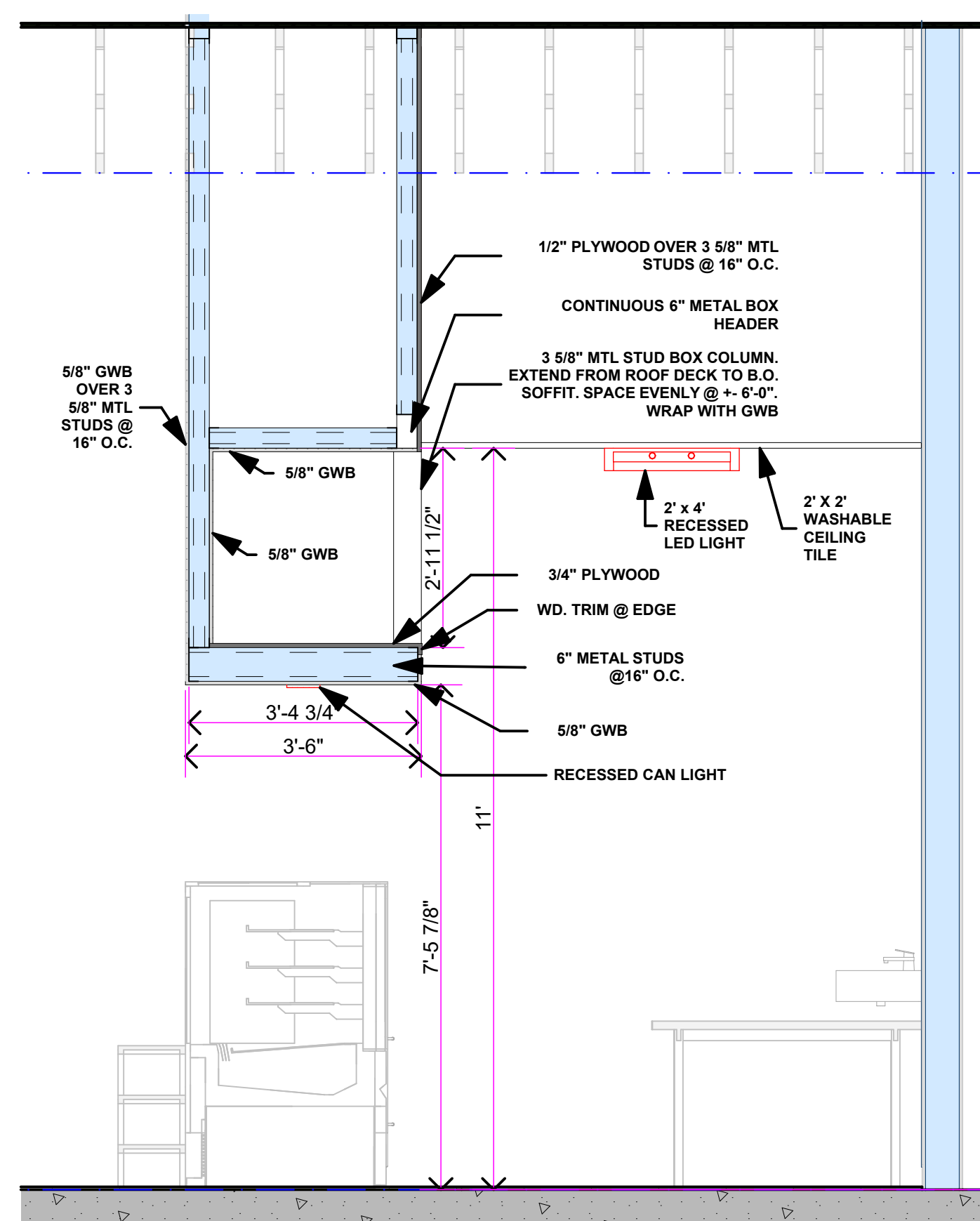
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1 LEVEL 1 CEILING PLAN
SCALE: 1/4" = 1'-0"



4 DET2 DETAIL WALL ABOVE COOLER/FREEZER
SCALE: 1 1/2" = 1'-0"



5 DET1 SOFFIT DETAIL ABOVE COUNTERS
SCALE: 1/2" = 1'-0"

NOTE:
Verify the details of the connection to the ceiling with a Licensed Structural Engineer

CEILING PLAN NOTES

1. REFER TO SHEET X.XX FOR GENERAL NOTES
2. EXTERIOR WALL FACE OF STUD PLACED ON GRID LINES, UNLESS NOTED OTHERWISE
3. CEILING FINISH IS 5/8" GYPSUM BOARD U.N.O.

CEILING LEGEND

	GYPSUM BOARD TEXTURED AND FINISHED - 5/8" G.B.
	2' X 2' ACOUSTICAL TILE
	2' X 2' WASHABLE ACOUSTICAL TILE
	EXPOSED METAL DECKING PAINTED FLAT BLACK ALL DECKING, TRUSSES, CONDUIT
	RECTANGULAR CEILING BAFFLES
	PREFABRICATED FREEZER/ COOLER BOX

2 NOTES & LEGEND
SCALE: 1/4" = 1'-0"

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TEXAS BUILT CONSTRUCTION

972-219-0729
RACHAEL PALMER

NEW YORK BUTCHER SHOPPE

PROJECT:
3855 GLADE RD
COLLEYVILLE, TX
76034

BUSINESS OWNER INFORMATION
Bryson Noltes

NOTES:

NORTH

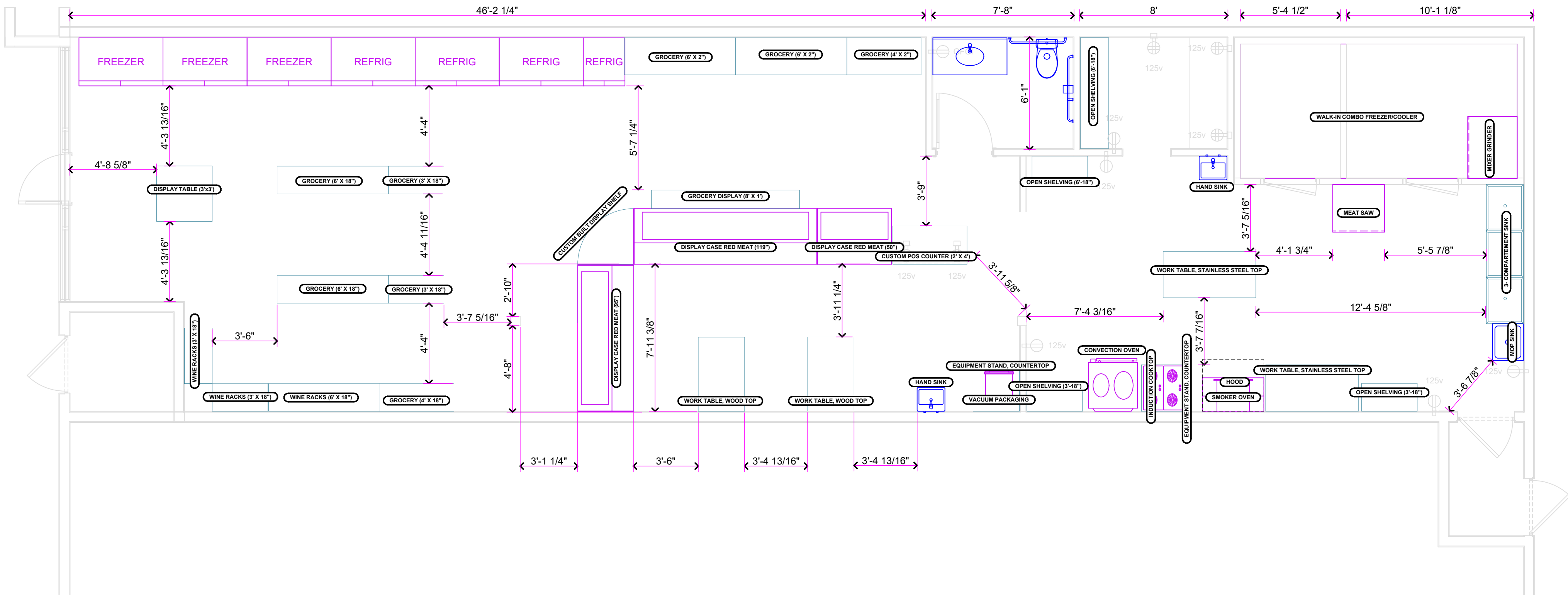
LEVEL 1 REFLECTED
CEILING PLAN

A102

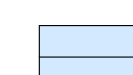
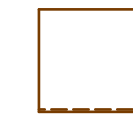
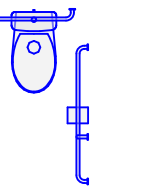
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NOT FOR CONSTRUCTION



1. Level 1
SCALE: 1/4" = 1'-0"

SCHEDULE Furniture						SCHEDULE Furniture						SCHEDULE Furniture						SCHEDULE Furniture					
#	Description	2D Plan Preview	Manufacturer	Model	Description	#	Description	2D Plan Preview	Manufacturer	Model	Description	#	Description	2D Plan Preview	Manufacturer	Model	Description	#	Description	2D Plan Preview	Manufacturer	Model	Description
1	3-COMPARTEMENT SINK		SKIBEE DISTRIBUTING, INC	SKISSC3T18181418RL		1	HOOD		COOKSHACK	PA003		2	EQUIPMENT STAND, COUNTERTOP		SKIBEE DISTRIBUTING, INC	SKIWT3060EBS		2	OPEN SHELVING (6'-18")				
1	CONVECTION OVEN		CADCO	BLS-4FLD-1H		1	MIXER GRINDER		BIRO	MINI-22		2	GROCERY (3' X 18")					2	WINE RACKS (3' X 18")				
1	CUSTOM BUILT DISPLAY SHELF					1	MOP SINK					2	GROCERY (6' X 2")					2	WORK TABLE, STAINLESS STEEL TOP		SKIBEE DISTRIBUTING, INC	SKIWT3060EBS	
1	CUSTOM POS COUNTER (2' X 4')					1	REFRIGERATOR 1-DOOR		PADELA	PDG-1R-HC		2	GROCERY (6' X 18")					2	WORK TABLE, WOOD TOP		JOHN BOOS	SNS08-X	
1	DISPLAY TABLE (3'x3')					1	SMOKER OVEN		COOKSHACK	SM160		2	HAND SINK		SKIBEE DISTRIBUTING, INC	SKIHS17SS		3	FREEZER		PADELA	PDG-2F-ES	
1	GROCERY (4' X 2')					1	VACUUM PACKAGING		SAMMIC	SE-416		2	INDUCTION COOKTOP		WARING	WIH800		3	REFRIGERATOR		PADELA	PDG-2R-HC	
1	GROCERY (4' X 18")					1	WALK-IN COMBO FREEZER/ COOLER		ARCTIC INDUSTRIES	BL 168-COMBO-CF-R		2	MEAT SAW		OMCAN	10271		PL-06	Toilet ADA				
1	GROCERY DISPLAY (8' X 1')					1	WINE RACKS (6' X 18")					2	OPEN SHELVING (3'-18")					PL-09	Vanity ADA Lavatory 48				

2 SCHEDULE Furniture & Equipment
SCALE: 1:1.25

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TEXAS BUILT CONSTRUCTION

972-219-0729
RACHAEL PALMER

NEW YORK BUTCHER SHOPPE

PROJECT:

3855 GLADE RD
COLLEYVILLE, TX
76034

BUSINESS OWNER INFORMATION

Bryson Noltes

NOTES:

NORTH

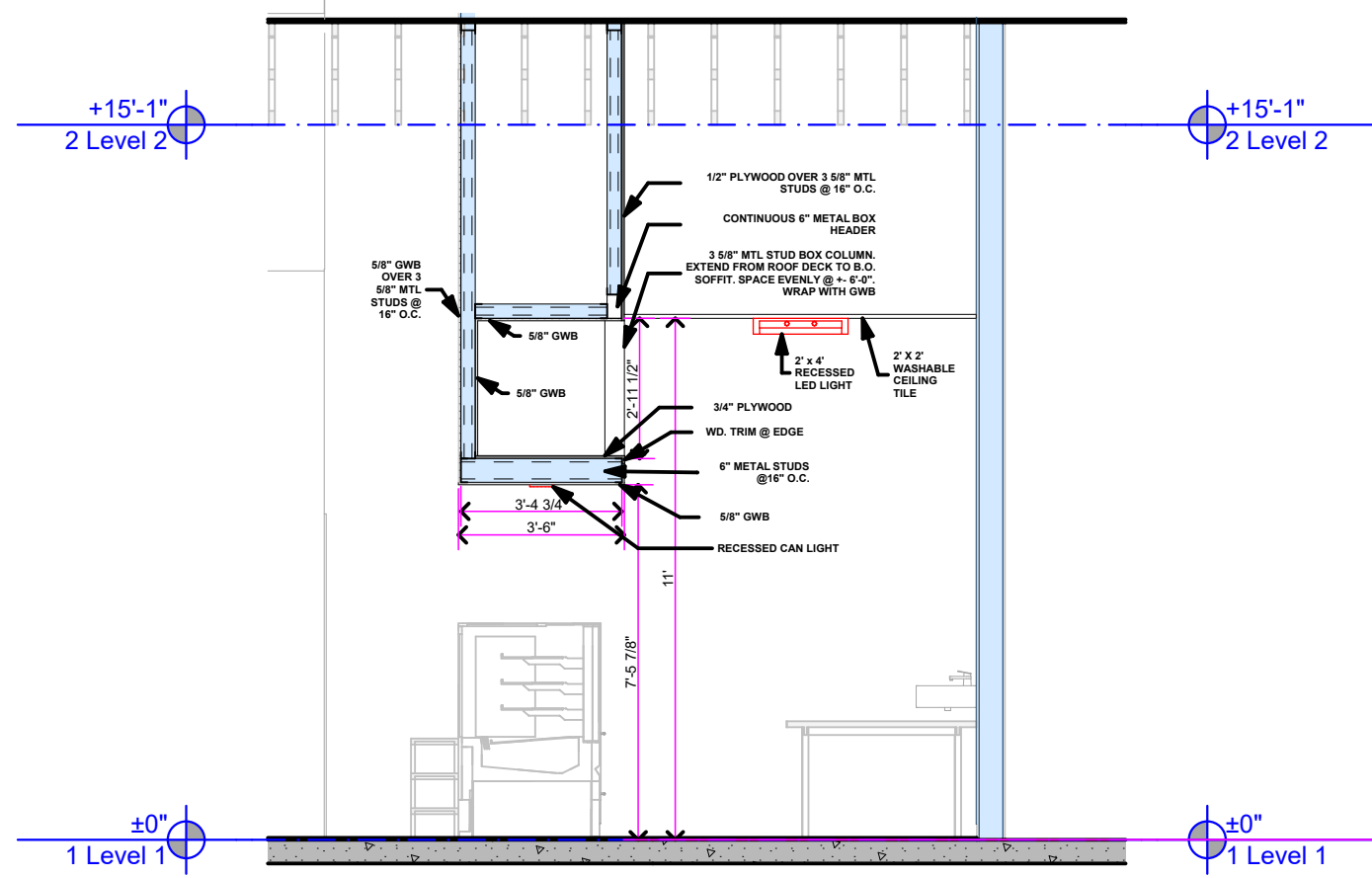
F&E

A103

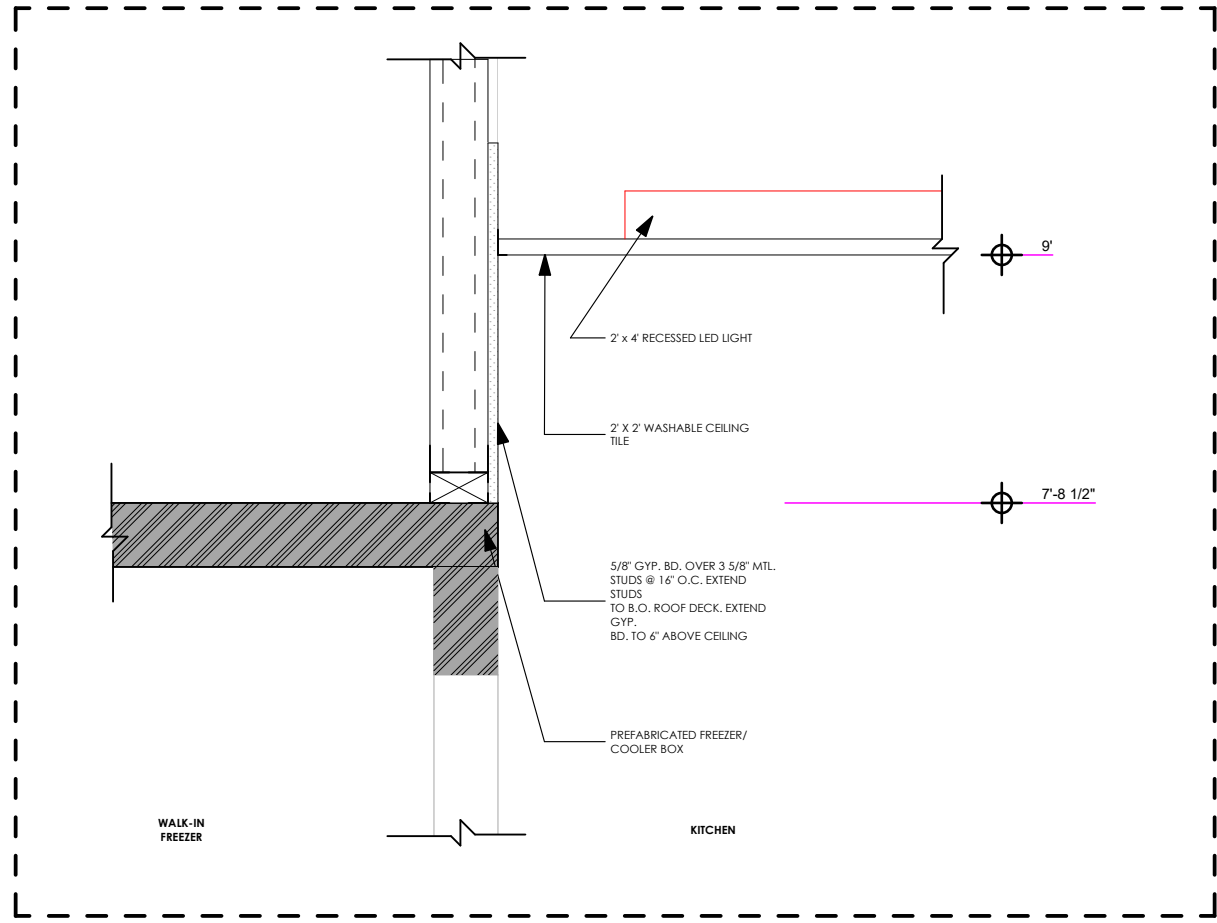
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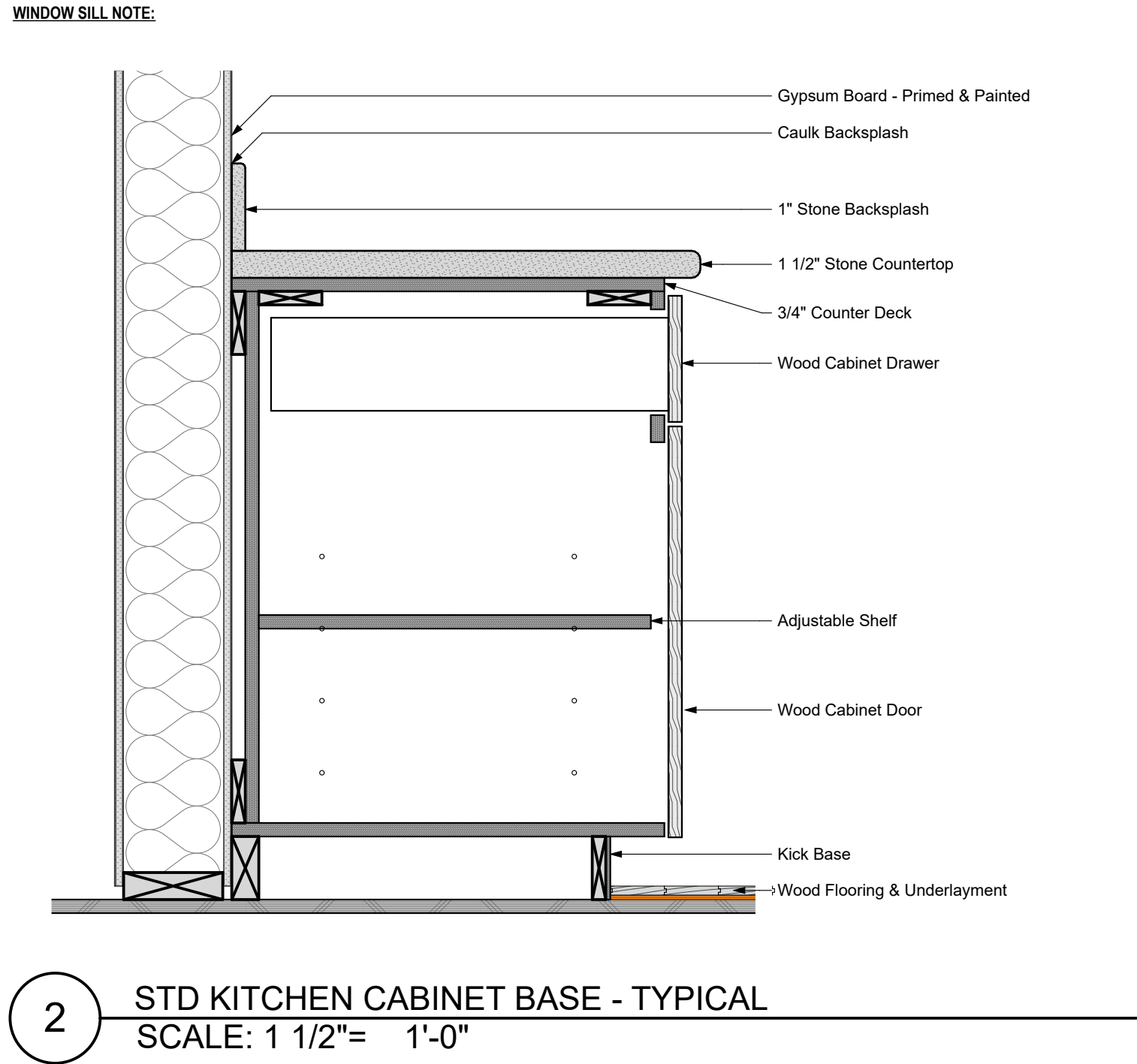
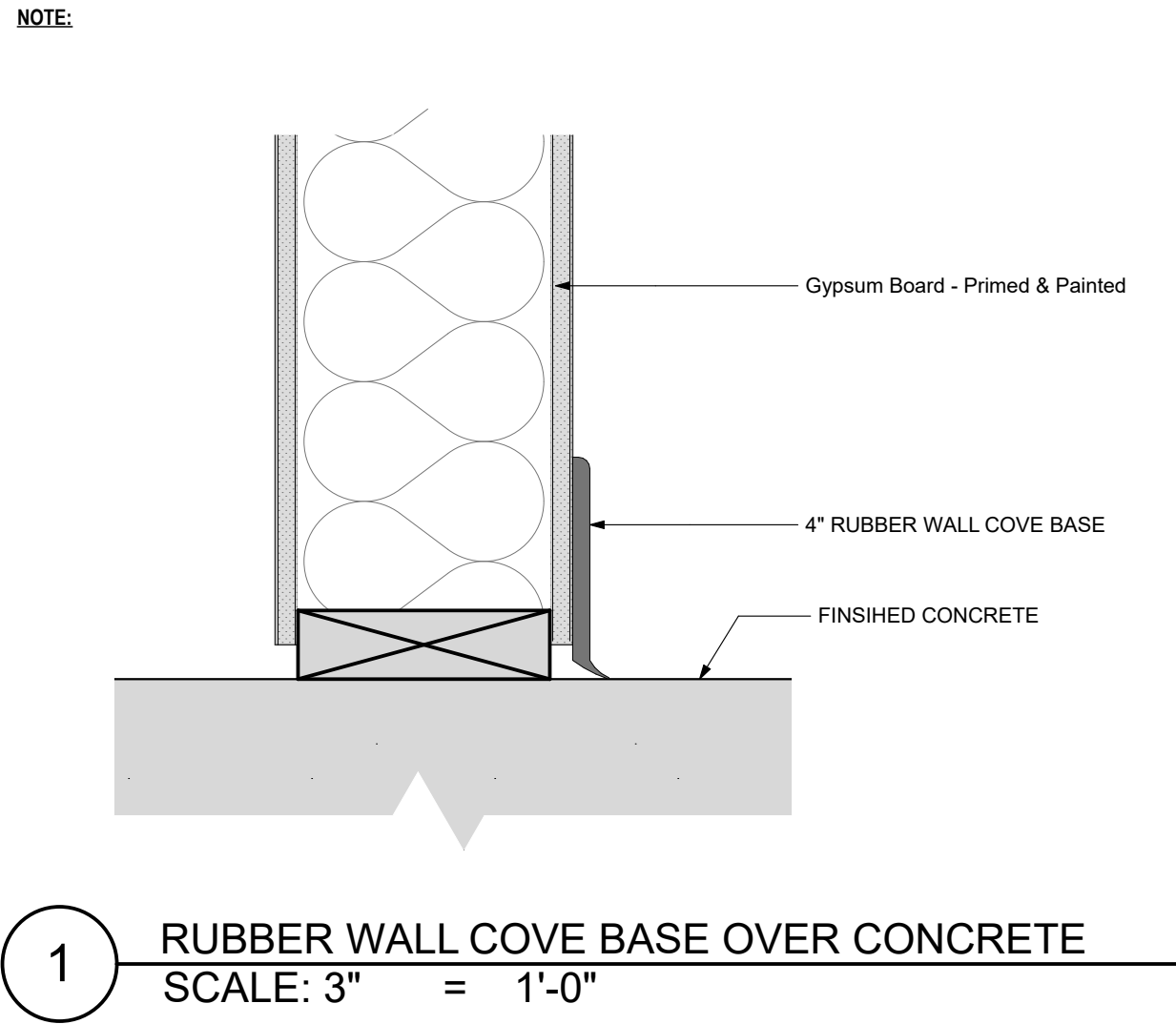
NOT FOR CONSTRUCTION



3 DET1 SOFFIT DETAIL ABOVE COUNTERS
SCALE: 1/4" = 1'-0"



4 DET2 DETAIL WALL ABOVE COOLER/FREEZER
SCALE: 1" = 1'-0"



NOT FOR CONSTRUCTION

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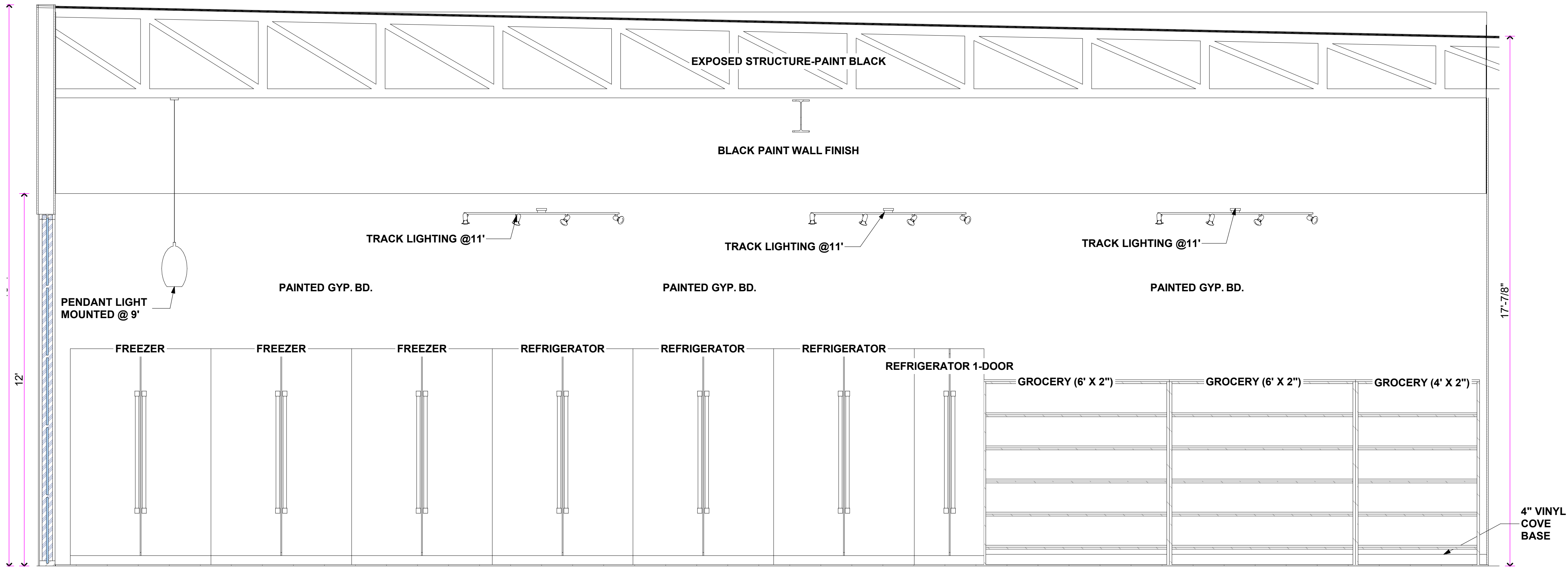
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NORTH

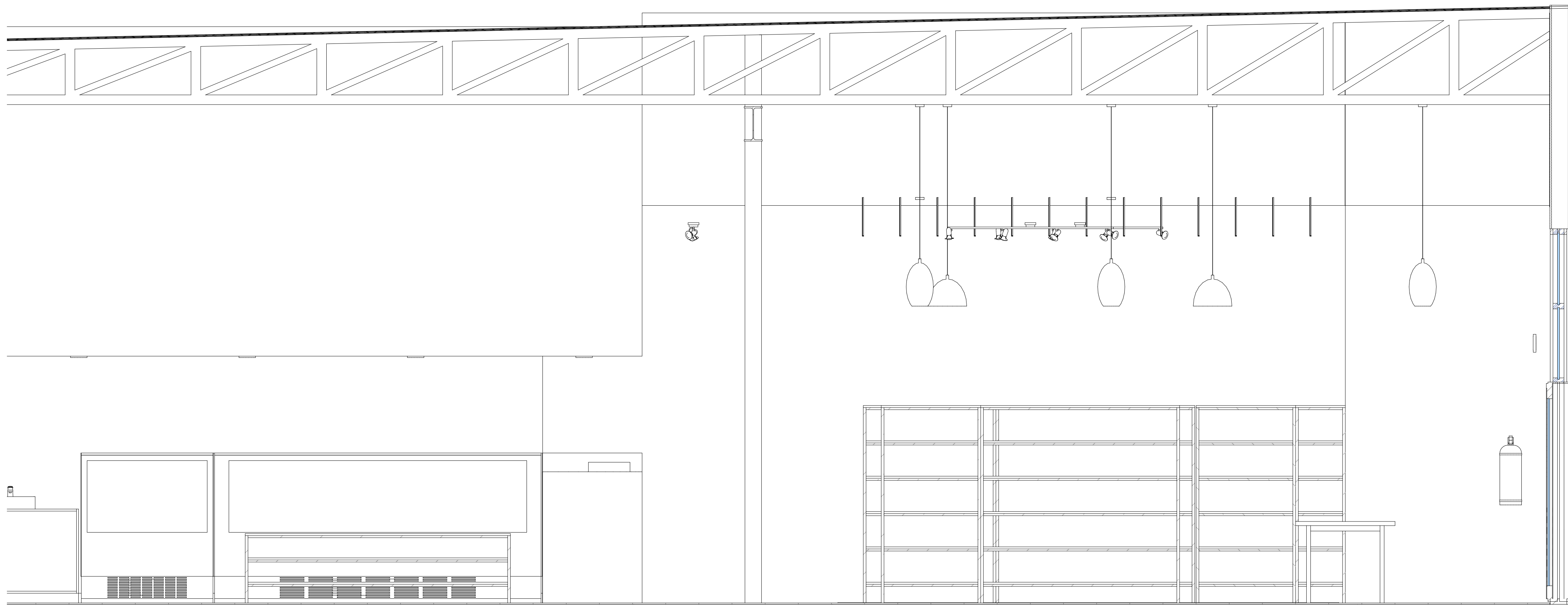
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PLAN DETAILS

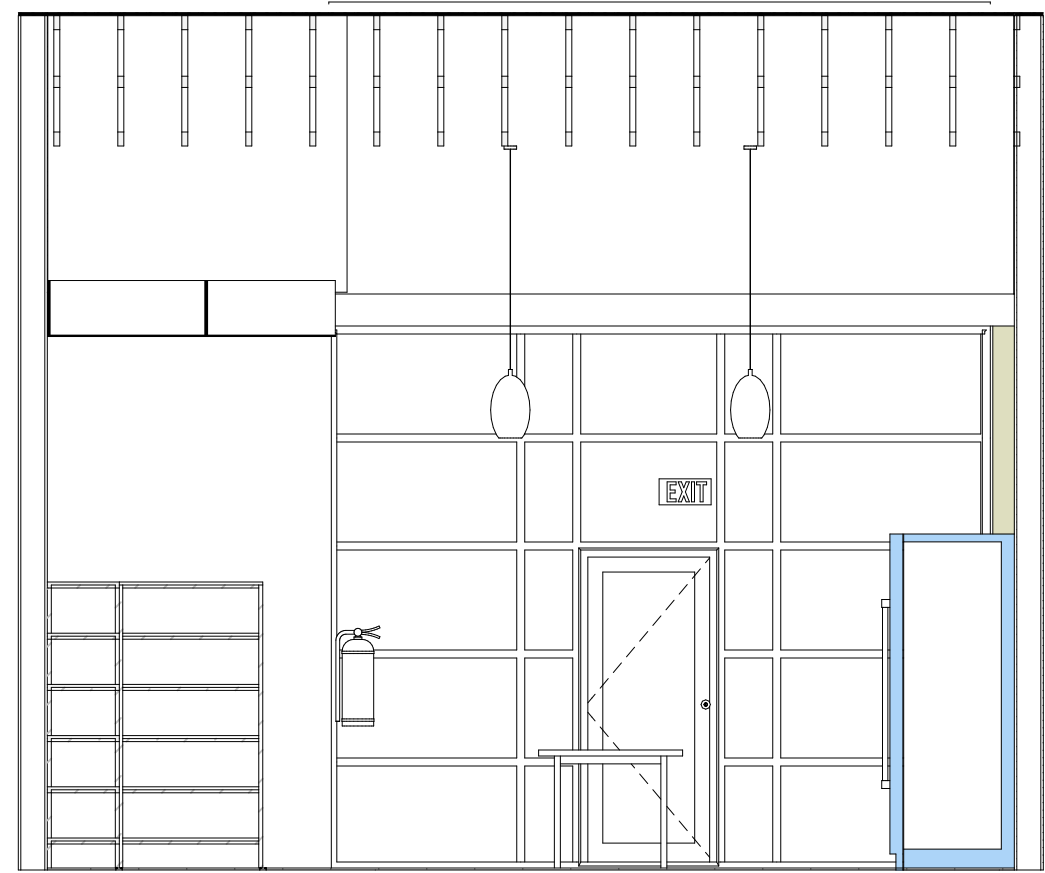
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SHEET
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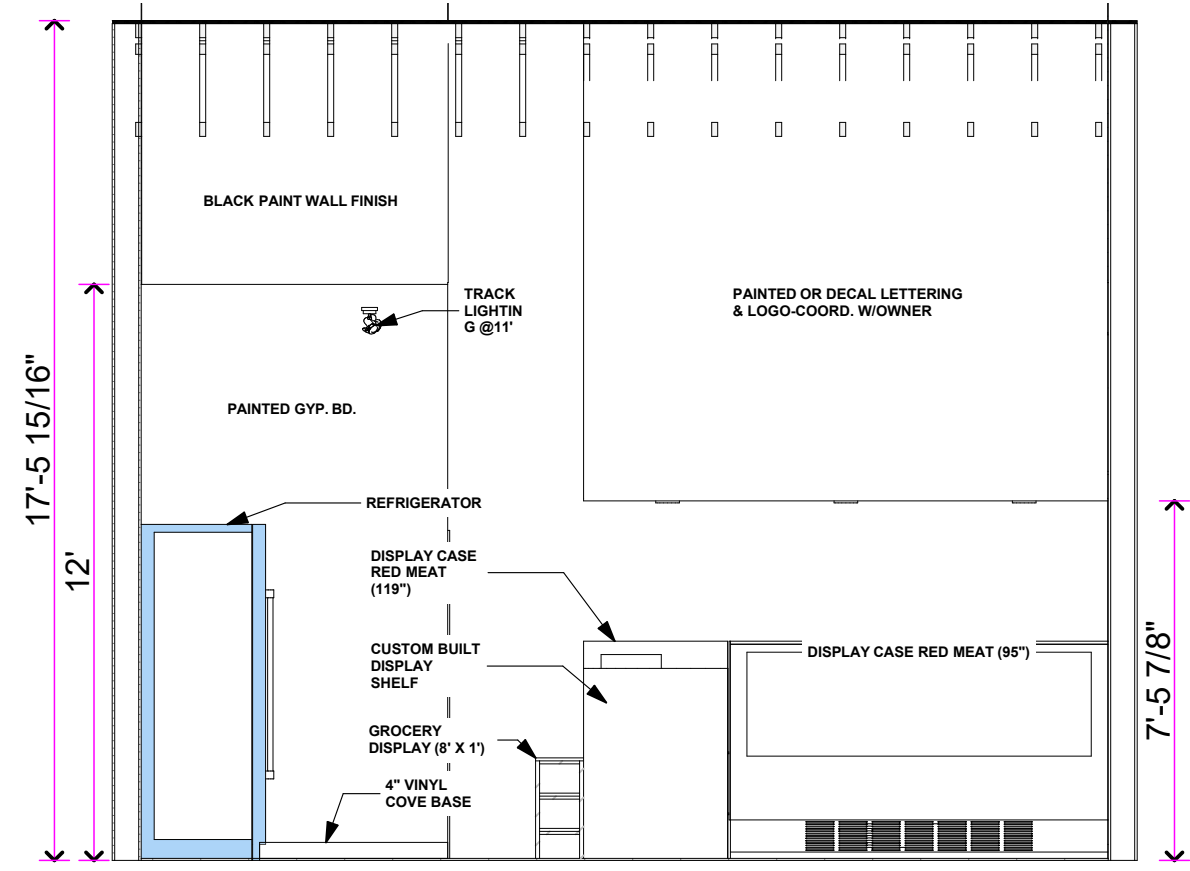
1 01 RETAIL
SCALE: 1/2" = 1'-0"



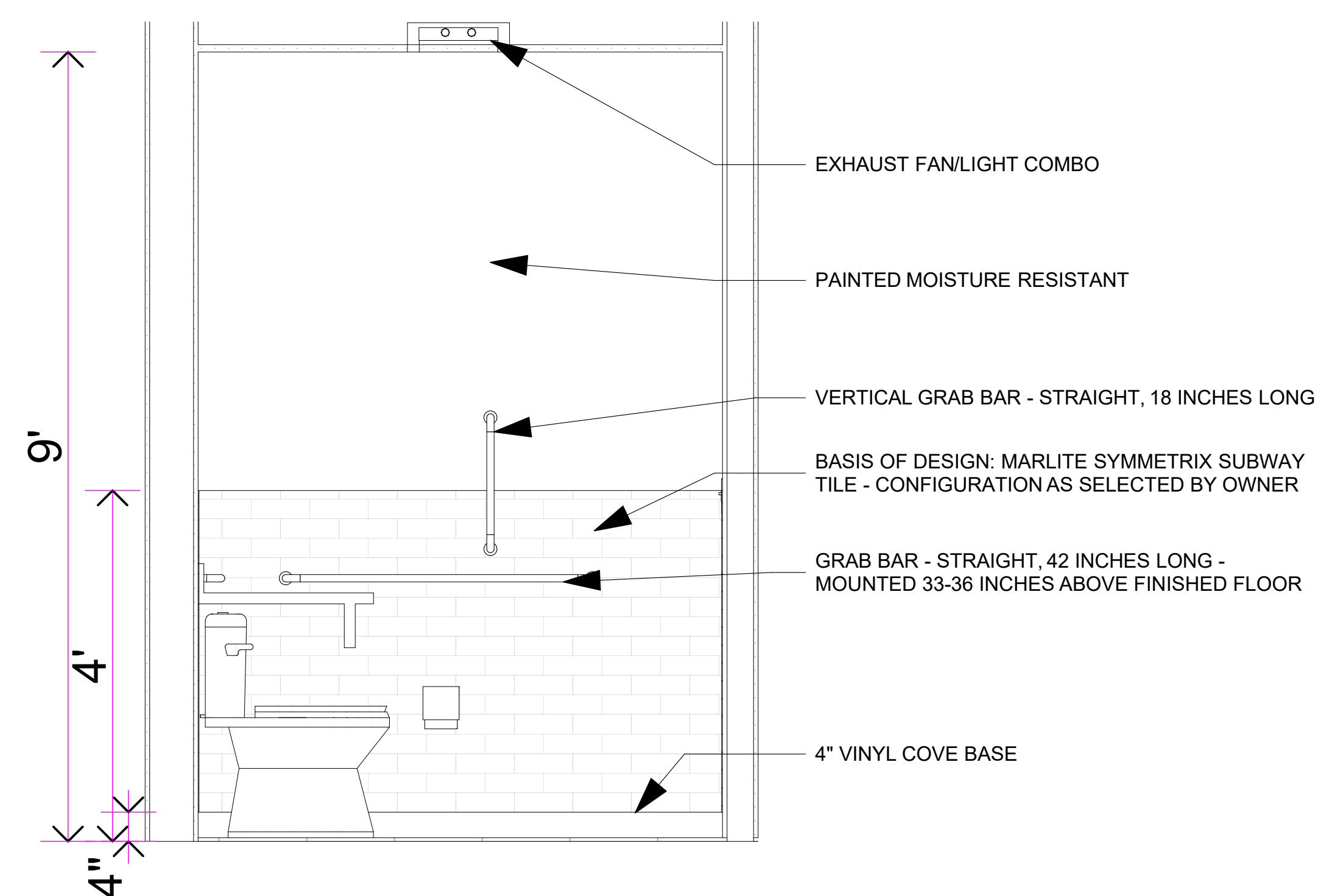
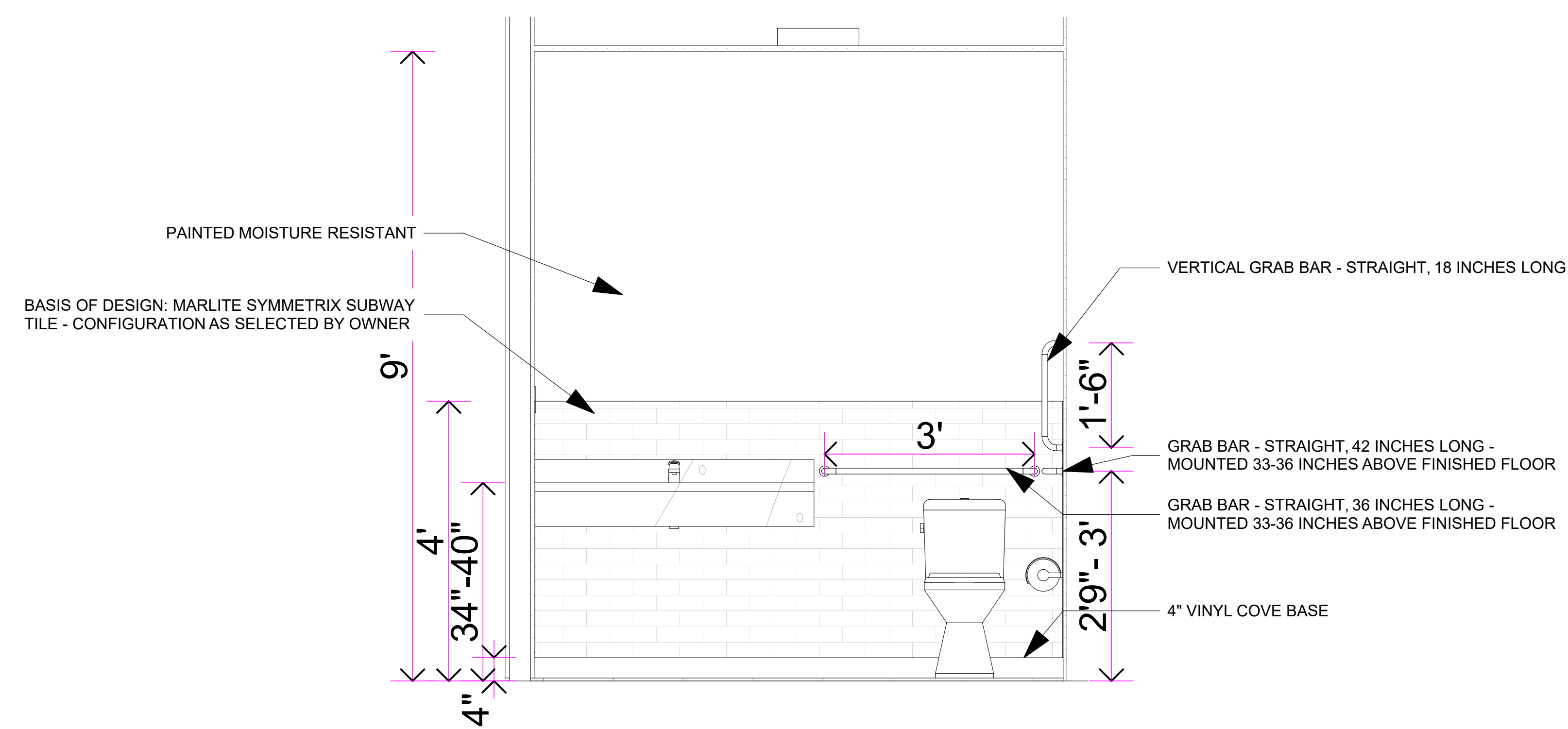
3 03 RETAIL
SCALE: 1/2" = 1'-0"



4 04 RETAIL
SCALE: 1/4" = 1'-0"

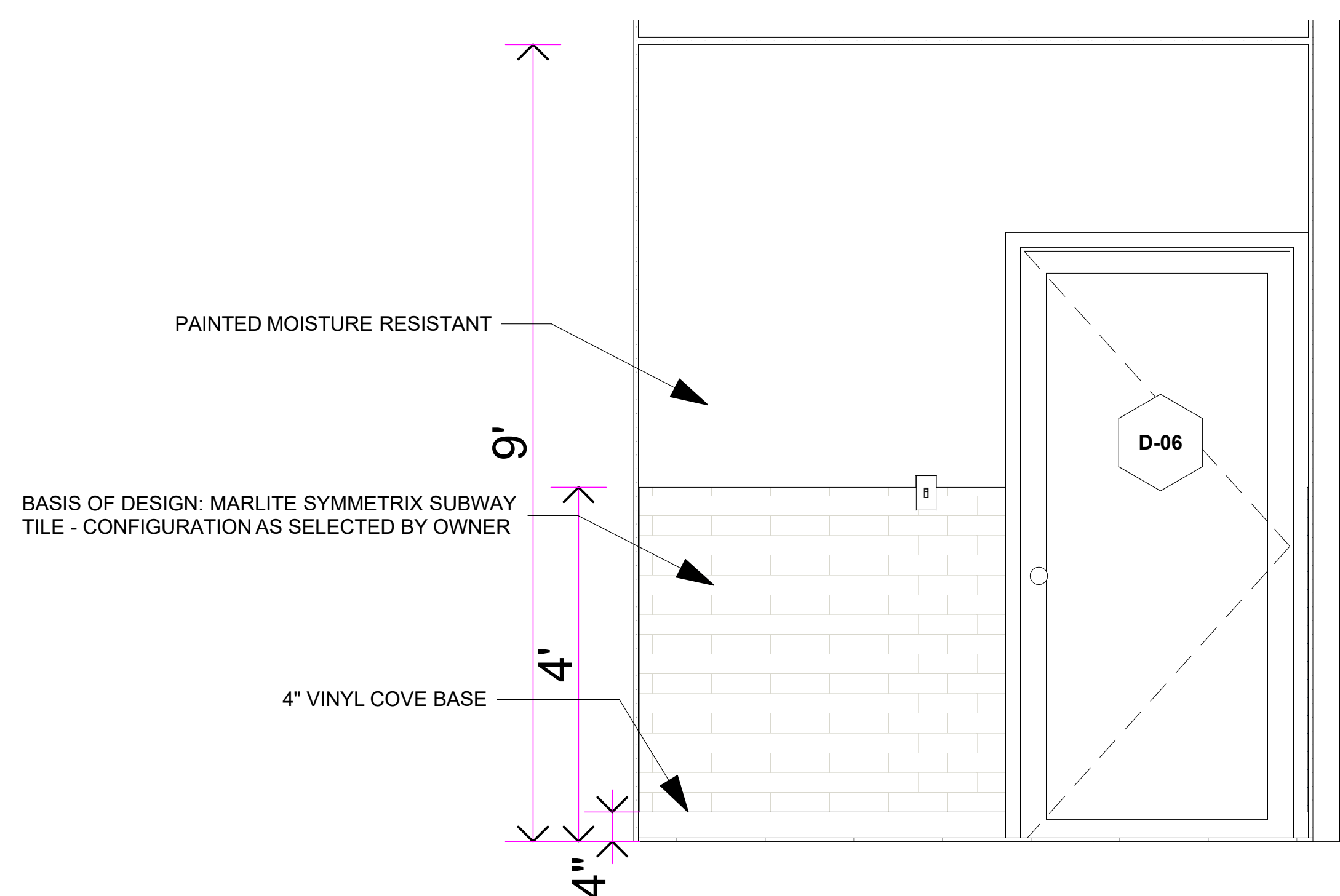


2 02 RETAIL
SCALE: 1/4" = 1'-0"

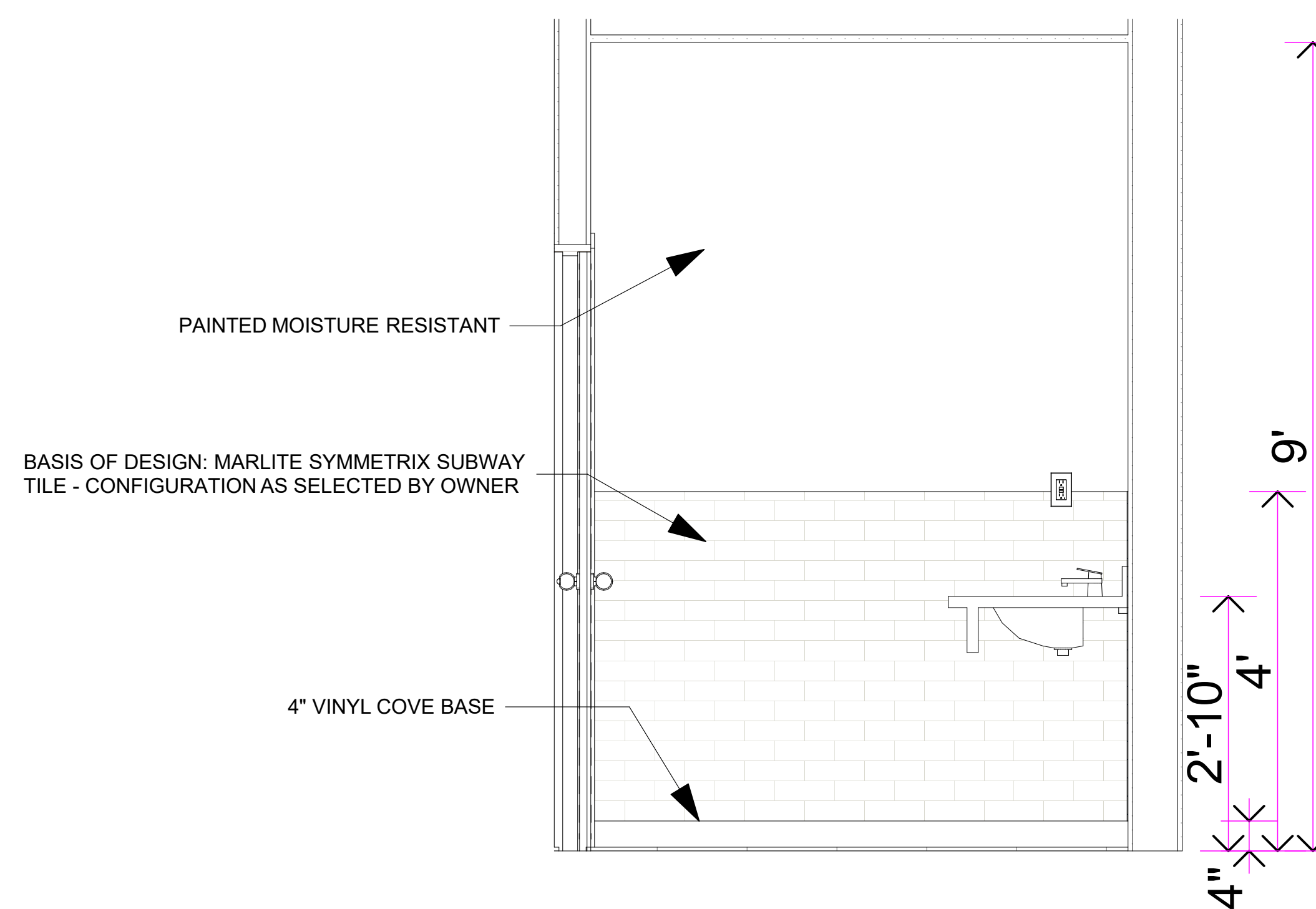


1 01 RESTROOM
SCALE: 3/4" = 1'-0"

2 02 RESTROOM
SCALE: 3/4" = 1'-0"

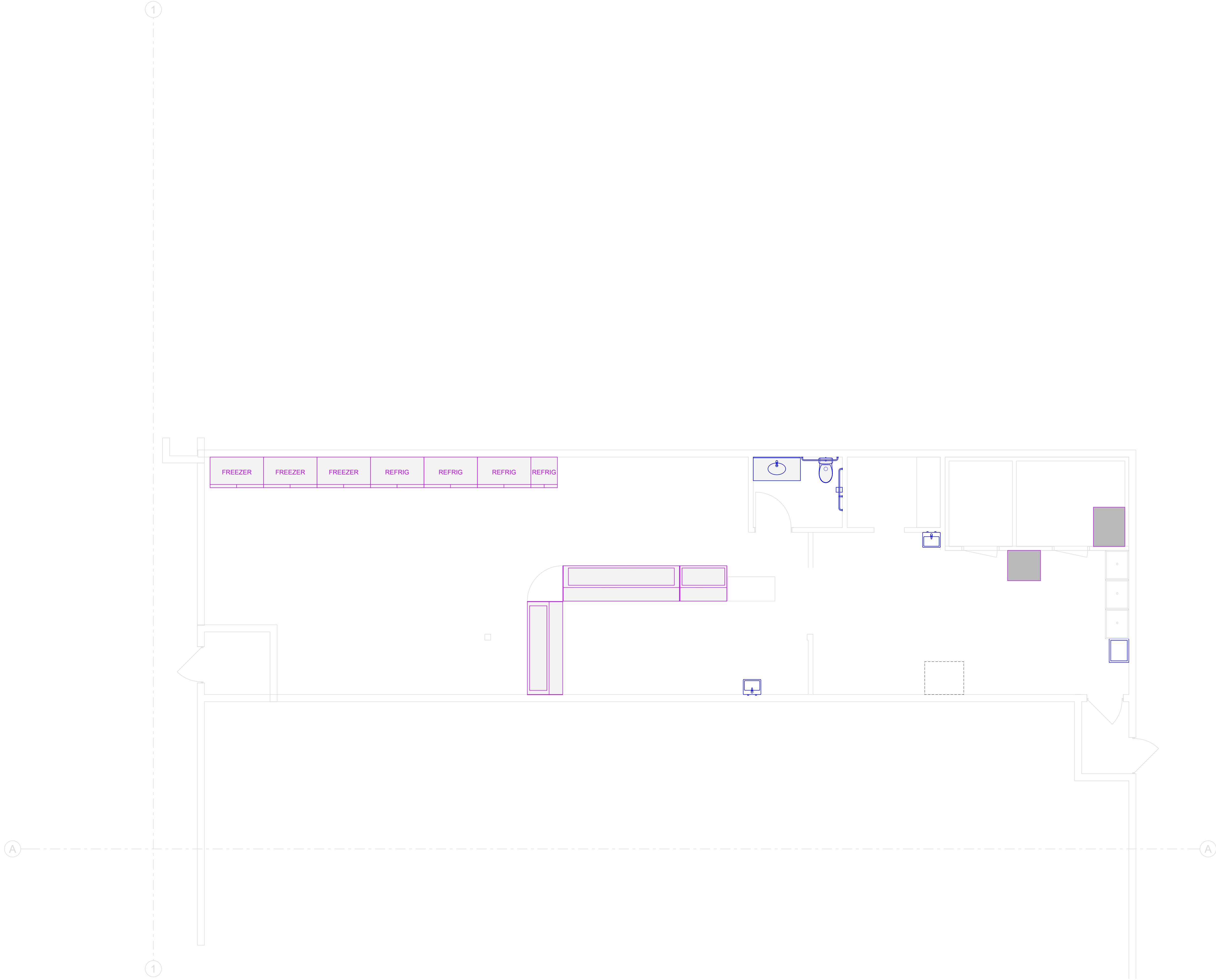


3 03 RESTROOM
SCALE: 3/4" = 1'-0"



4 04 RESTROOM
SCALE: 3/4" = 1'-0"

NOT FOR CONSTRUCTION



PLUMBING NOTES

GENERAL:
ALL PLUMBING WORK SHALL COMPLY WITH THE LATEST EDITION OF THE IPC OR UPC AND ANY OTHER APPLICABLE LOCAL REGULATIONS.
BEFORE COMMENCING ANY WORK, VERIFY ALL DIMENSIONS AND CONDITIONS ON-SITE.
ANY DISCREPANCIES FOUND BETWEEN THE PLUMBING PLAN AND SITE CONDITIONS MUST BE REPORTED TO THE ARCHITECT OR PLUMBING ENGINEER BEFORE PROCEEDING.
OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY BEFORE STARTING ANY PLUMBING WORK.

MATERIALS:
USE ONLY APPROVED PLUMBING MATERIALS AND FIXTURES, BEARING THE MARK OF A RECOGNIZED TESTING AGENCY.
ALL PIPING SHALL BE FREE FROM DEFECTS, DAMAGES, AND FOREIGN MATERIALS BEFORE INSTALLATION.

WATER SUPPLY:
ENSURE THAT ALL WATER SUPPLY LINES ARE FLUSHED TO REMOVE DEBRIS BEFORE CONNECTING TO FIXTURES.
INSTALL SHUT-OFF VALVES AT EACH FIXTURE LOCATION.
TEST WATER PRESSURE TO ENSURE IT MEETS LOCAL CODE REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS FOR FIXTURES.

DRAINAGE, WASTE & VENT (DWV):
ENSURE ALL DRAIN LINES HAVE THE PROPER SLOPE TOWARDS THE POINT OF DISPOSAL AS PER CODE REQUIREMENTS.
VENT ALL FIXTURES TRAPS TO THE OUTSIDE ATMOSPHERE.
PROVIDE CLEANOUTS AT REQUIRED INTERVALS AND LOCATIONS AS PER CODE.

FIXTURES:
INSTALL ALL FIXTURES AS PER MANUFACTURER'S RECOMMENDATIONS.
ENSURE FIXTURES ARE LEVEL AND SECURELY FASTENED IN PLACE.
TEST ALL FIXTURES FOR LEAKS AND PROPER OPERATION UPON COMPLETION.

GAS PIPING:
IF APPLICABLE, GAS PIPING SHALL BE INSTALLED BY A LICENSED PROFESSIONAL AND IN ACCORDANCE WITH LOCAL GAS CODES.
TEST ALL GAS LINES FOR LEAKS BEFORE CONNECTING TO APPLIANCES.
PROVIDE SHUT-OFF VALVES AT EACH APPLIANCE LOCATION.

HOT WATER SYSTEM:
INSTALL WATER HEATERS IN WELL-VENTILATED AREAS AND AS PER MANUFACTURER'S RECOMMENDATIONS.
ENSURE TEMPERATURE AND PRESSURE RELIEF VALVES ARE CORRECTLY INSTALLED AND DIRECTED TO A SAFE LOCATION.

SAFETY:
FOLLOW ALL SAFETY GUIDELINES AND WEAR APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT DURING INSTALLATION.
ENSURE THE WORK AREA IS KEPT CLEAN AND FREE FROM DEBRIS TO PREVENT ACCIDENTS.

INSPECTIONS:
ALL PLUMBING INSTALLATIONS SHALL BE INSPECTED AND TESTED BY A QUALIFIED INSPECTOR FOR COMPLIANCE WITH THE PLANS AND LOCAL CODES.
ENSURE ALL WORK IS INSPECTED FOR LEAKS AND PROPER OPERATION BEFORE COVERING OR PUTTING INTO USE.

FINAL CONSIDERATIONS:
UPON COMPLETION, CLEAN AND REMOVE ALL DEBRIS FROM THE SITE.
PROVIDE THE HOMEOWNER WITH ALL WARRANTIES, MANUALS, AND INSTRUCTIONS FOR INSTALLED FIXTURES AND EQUIPMENT.



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TEXAS BUILT CONSTRUCTION

972-219-0729
RACHAEL PALMER

PROJECT: NEW YORK BUTCHER SHOPPE

3855 GLADE RD
COLLEYVILLE, TX
76034

BUSINESS OWNER INFORMATION

Bryson Nokes

NOTES:

NORTH



LEVEL 1 PLUMBING

PL Plumbing Notes and Worksheet
SCALE: 1/4" = 1'-0"

P101

SHEET

DATE: 12/18/2023 3:11 PM

NOT FOR CONSTRUCTION

2' x 4'
RECESSED
LED LIGHT

7

EXHAUST FAN/
LIGHT COMBO

1

HANGING
PENDANT/
CHANDELIER

2

PENDANT
LIGHT
MOUNTED

5

PENDANT
LIGHT
MOUNTED @ 9'

1

RECESSED
CAN LIGHT

7

TRACK
LIGHTING

3

TRACK
LIGHTING @11'

3

LEGEND - Electrical

UniFormat - II (E1557-97)	Element ID	2D Plan Preview	Quantity
D5021 Branch Wiring Devices			
125v Duplex Outlet			5
125v GFCI Duplex Outlet			1
125V Quad Outlet			5
Single Pole Light Switch			4
Three-Way Light Switch			2
D5033 Telephone Systems			
TELECOM JACK			4

			21
--	--	--	----

GENERAL:
ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE AND ANY OTHER APPLICABLE LOCAL REGULATIONS.
BEFORE COMMENCING WORK, OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
VERIFY ALL DIMENSIONS AND LOCATIONS ON-SITE BEFORE STARTING ELECTRICAL INSTALLATIONS.
REPORT ANY DISCREPANCIES OR CONFLICTS TO THE ARCHITECT OR ELECTRICAL ENGINEER BEFORE PROCEEDING.

MATERIALS & EQUIPMENT:
USE ONLY APPROVED MATERIALS AND EQUIPMENT, BEARING THE MARK OF A RECOGNIZED TESTING AGENCY.
ALL WIRING SHALL BE COPPER UNLESS OTHERWISE SPECIFIED.
USE MOISTURE-RESISTANT OUTLETS IN AREAS EXPOSED TO DAMPNESS OR WET CONDITIONS.

CIRCUITRY & PANELS:
EACH CIRCUIT SHALL BE CLEARLY LABELED IN THE ELECTRICAL PANEL.
DO NOT OVERLOAD CIRCUITS. ADHERE TO THE SPECIFIED MAXIMUM AMPERAGE FOR EACH CIRCUIT.
INSTALL GROUND FAULT CIRCUIT INTERRUPTERS (GFCIS) IN BATHROOMS, KITCHENS, GARAGES, AND OUTDOOR LOCATIONS.
INSTALL ARC FAULT CIRCUIT INTERRUPTERS (AFCIS) IN BEDROOMS AND LIVING AREAS AS PER CODE REQUIREMENTS.

OUTLETS & SWITCHES:
INSTALL OUTLETS AT A MINIMUM HEIGHT OF [SPECIFY HEIGHT, E.G., "12 INCHES"] ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
SWITCHES SHALL BE INSTALLED AT [SPECIFY HEIGHT, E.G., "48 INCHES"] ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED.
PROVIDE TAMPER-RESISTANT OUTLETS IN AREAS ACCESSIBLE TO CHILDREN.

LIGHTING:
ENSURE ALL ROOMS HAVE ADEQUATE LIGHTING AS PER CODE REQUIREMENTS.
USE ENERGY-EFFICIENT LED BULBS WHERE POSSIBLE.
INSTALL EXTERIOR LIGHTING AT ALL ENTRANCES AND EXITS.

SPECIAL SYSTEMS:
INSTALL SMOKE AND CARBON MONOXIDE DETECTORS AS PER CODE REQUIREMENTS, ENSURING THEY ARE INTERCONNECTED.
ENSURE PROPER INSTALLATION OF ANY SECURITY SYSTEMS, DOORBELLS, OR OTHER SPECIALTY ELECTRICAL SYSTEMS.

SAFETY & PRECAUTIONS:
TURN OFF POWER WHEN WORKING ON ANY ELECTRICAL SYSTEMS.
USE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT.
ENSURE ALL ELECTRICAL BOXES ARE PROPERLY GROUNDED.
TEST ALL CIRCUITS, OUTLETS, AND FIXTURES UPON COMPLETION.

INSPECTIONS:
ALL ELECTRICAL INSTALLATIONS SHALL BE INSPECTED AND TESTED BY A QUALIFIED INSPECTOR BEFORE THEY ARE COVERED OR PUT INTO USE.
ENSURE ALL WORK IS INSPECTED FOR COMPLIANCE WITH THE ELECTRICAL CODE AND OBTAIN A CERTIFICATE OF INSPECTION.

FINAL CONSIDERATIONS:
PROVIDE THE HOMEOWNER WITH ALL WARRANTIES, MANUALS, AND INSTRUCTIONS FOR INSTALLED EQUIPMENT.
EDUCATE THE HOMEOWNER ON THE LOCATIONS AND OPERATIONS OF THE MAIN SHUT-OFF, CIRCUIT BREAKERS, AND ANY OTHER CRITICAL ELECTRICAL COMPONENTS.

3

1. Level 1
SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

LEVEL 1 ELECTRICAL

E101

SHEET

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PROJECT:

BUSINESS OWNER INFORMATION
Bryson Nokes

NOTES:

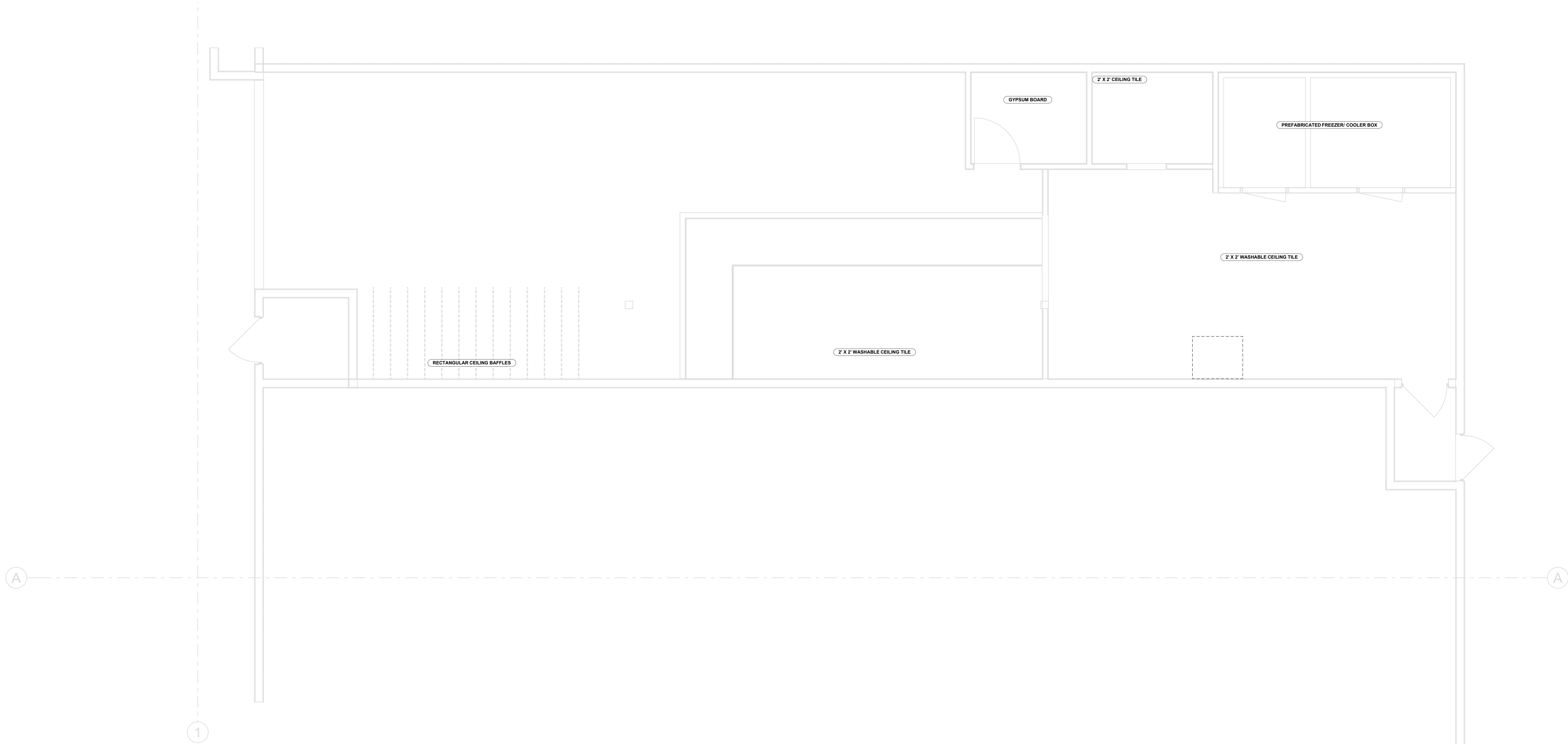
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LEVEL 1 ELECTRICAL

E101

SHEET

DATE: 12/18/2023 3:11 PM



1. Level 1
SCALE: 1/4" = 1'-0"

HVAC NOTES

1. REFER TO SHEET X.XX FOR SITE UTILITIES
2. PIPING DIMENSION NOTES.
3. NOTES
4. NOTES
5. SEE

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Bryson Nokes

NOTES:

NORTH



LEVEL 1 HVAC

M101

SHEET

DATE: 12/18/2023 3:11 PM



DESIGN & ART INSPIRATION

Rare Quality. Well Done Service.



DESIGN IDEAS

Rare Quality. Well Done Service.



Design “Winks” - Texture Behind Counters



Rare Quality. Well Done Service.



Design “Winks” - Texture Behind Counters



Rare Quality. Well Done Service.



Design “Winks” – Texture Enhancing Wine Racks

*Texture behind or
surrounding wine racks*



Rare Quality. Well Done Service.



Design “Winks” – Texture Enhancing Wine Racks



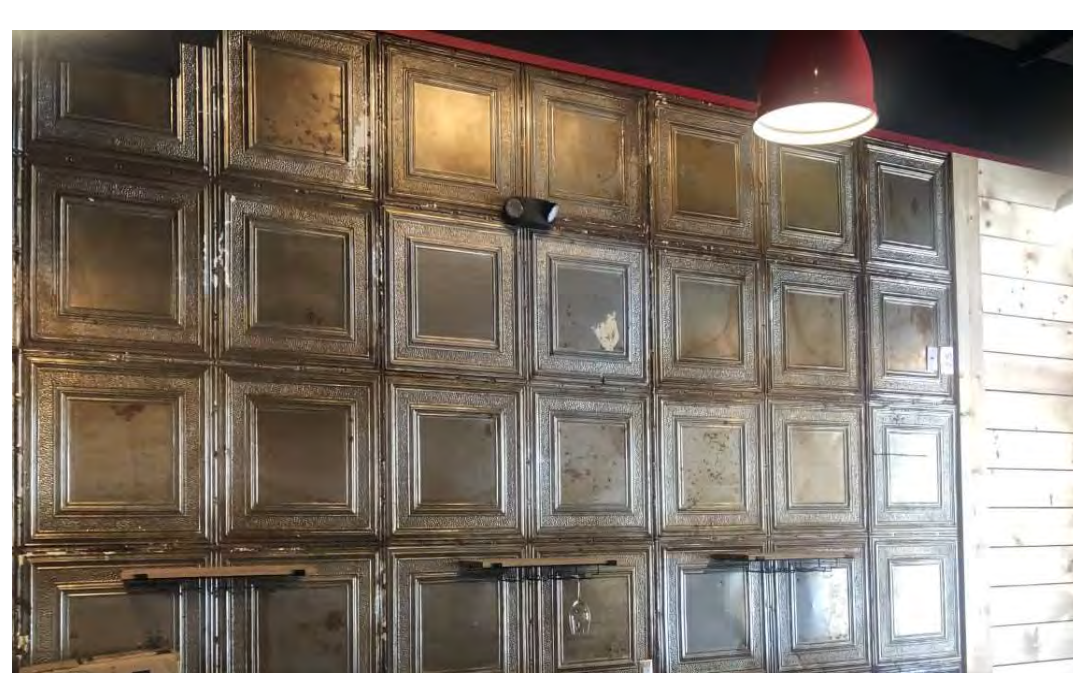
*Texture
behind or
surrounding
wine racks*



Rare Quality. Well Done Service.



Design “Winks” – Texture on Walls



Rare Quality. Well Done Service.



Design “Winks” – Quality Que

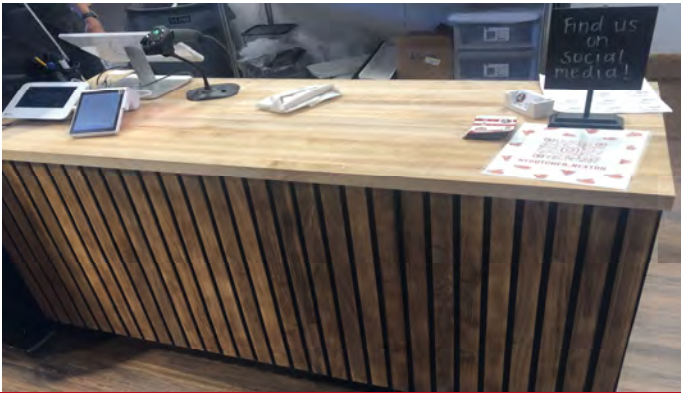
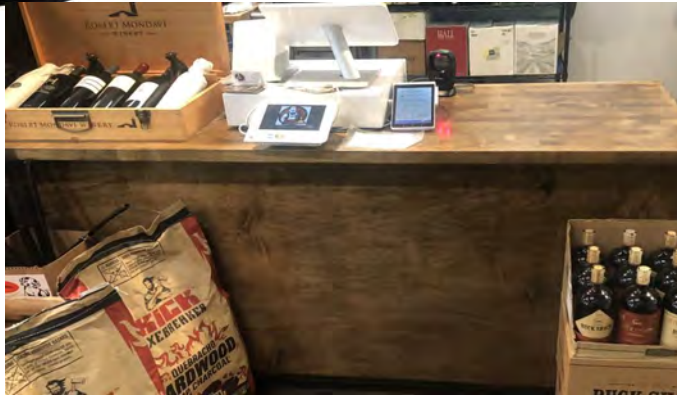


***“Red Crown Board”
separating ceiling black
paint from wall paint or
texture. It is a subtle que
that provides Impact***

Rare Quality. Well Done Service.



Design “Winks” - Texture on POS Counter



Rare Quality. Well Done Service.



Design “Winks” – Indoor Signage



*Unique Indoor
Signage*





Design “Winks”



Rare Quality. Well Done Service.



Design “Winks”



Rare Quality. Well Done Service.



Design “Winks” – Window Cling Examples



Rare Quality. Well Done Service.



Design “Winks” – Window Cling Examples



Rare Quality. Well Done Service.



Design “Winks” – Lighting & Ceiling Examples



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Design Examples



Rare Quality. Well Done Service.



Design Examples



Rare Quality. Well Done Service.



Design Examples



Rare Quality. Well Done Service.



ART INSPIRATION

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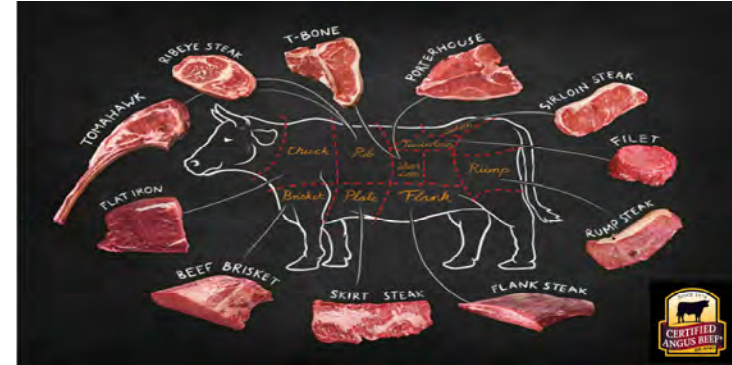
Art Examples



Rare Quality. Well Done Service.



Art Examples



Rare Quality. Well Done Service.



Art Examples



Rare Quality. Well Done Service.



Art Examples



Rare Quality. Well Done Service.



Rare Quality. Well Done Service.



Art Examples



Rare Quality. Well Done Service.



Art Examples





Art Examples



Rare Quality. Well Done Service.



**“COMING SOON”
&
“NOW OPEN”**

Rare Quality. Well Done Service.



“Coming Soon” & “Now Open” Signage



STRONGLY recommend the use of temporary “Coming Soon” and “Now Open” signage





Our Mantra

You **A**re **T**he **S**ource **A**pply **Y**our **C**reativity
YATSAYC!

Rare Quality. Well Done Service.

Main Elevation:

Ordinance Criteria: S.F. may not exceed 1.5 x lease width
Max Letter/Logo Height = 48"
Max Sign Height = 6'
Max Sign Width = 75% of facade
Calculations: 53.67 x 1.5 = **80.5 Max SF**
644 x .75 = **483" Max Sign Width**



Existing:

Proposed: A



Proposed: B



Proposed: C



Proposed: D



Z:\New York Butcher Shoppe\Colleyville\Proofs

New York Butcher Shoppe PROOF.ai



Client: New York Butcher Shoppe		Sales: Brooks	ORDER #:
Location: 3855 Glade Rd, Colleyville, TX 76034		Designer: Hallie	Date: 2/13/2024
This Section for Internal Company Use Only			
Fabricator:	Fabrication Type:	Scheduled:	Install:
Large Format / PSG Custom			



TSCL# 18741
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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:

Planning and Zoning Commission Meeting: Monday, April 8, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, May 7, 2024 & Tuesday, May 21, 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 Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption on Lot 2, Block A, 170 Players Addition. The purpose of the request is to allow for beer and wine sales at a new butcher shop.

Zoning Case: ZC24-004

Applicant: Ruth Nokes, New York Butcher Shoppe

Owner: Huntington Beach Properties

Location: 3855 Glade Rd, Suite 165

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

Present Zoning: PUD-R Planned Unit Development - Residential

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

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

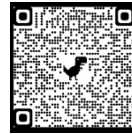
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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

Notification Map

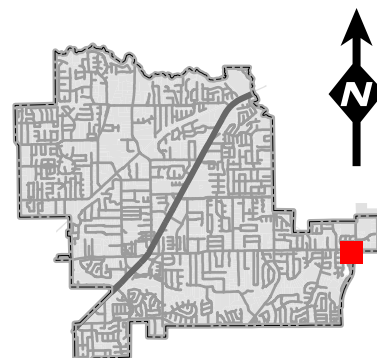
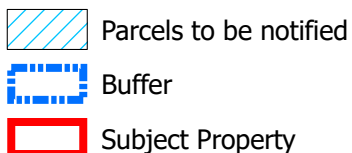


ZC24-004

3855 Glade Rd Suite 165

DISCLAIMER:

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Owner Name	Owner City	Owner Zip	Situs Address
ALLICK, SUZETTE	COLLEYVILLE, TX	76034	3913 BLACKJACK OAK DR
VOTAW, ROBERT B	COLLEYVILLE, TX	76034	5032 HERITAGE OAKS DR
FROST, HOWARD M	COLLEYVILLE, TX	76034	5009 COPPERGLEN CIR
BRADFORD TRUST	COLLEYVILLE, TX	76034	5005 COPPERGLEN CIR
SHA, CHANG	COLLEYVILLE, TX	76034	5056 HERITAGE OAKS DR
LUCAS, TAMA	COLLEYVILLE, TX	76034	5060 HERITAGE OAKS DR
GREENWAY GLADE PARTNERS LP	DALLAS, TX	75201	3900 GLADE RD
RECTOR, BEVERLY	COLLEYVILLE, TX	76034	5060 COPPERGLEN CIR
ALI, AHMED	COLLEYVILLE, TX	76034	3917 BLACKJACK OAK DR
BRYANT, ROSIE	COLLEYVILLE, TX	76034	5064 COPPERGLEN CIR
BIBEAU, GUY R	COLLEYVILLE, TX	76034	5052 COPPERGLEN CIR
MILLER, DEBRA	COLLEYVILLE, TX	76034	5028 HERITAGE OAKS DR
TUTTLE, TODD E	COLLEYVILLE, TX	76034	5044 HERITAGE OAKS DR
MINDIOLA, JUAN C	COLLEYVILLE, TX	76034	3925 BLACKJACK OAK DR
353-365 BROADWAY REALTY LLC	CHARLOTTE, NC	28255	3908 GLADE RD
NAGUBOINA, RAMESH	COLLEYVILLE, TX	76034	3929 BLACKJACK OAK DR
SANDOVAL, ALEXANDER	COLLEYVILLE, TX	76034	5036 HERITAGE OAKS DR
WANG, JULIE	COLLEYVILLE, TX	76034	5065 COPPERGLEN CIR
BHAIDANI, SALIM	COLLEYVILLE, TX	76034	5053 HERITAGE OAKS DR
ROSSO, PATRICK	COLLEYVILLE, TX	76034	3933 BLACKJACK OAK DR
POLAKALA, REKHA	COLLEYVILLE, TX	76034	5048 HERITAGE OAKS DR
SHARP, LINDA CAROLYN	COLLEYVILLE, TX	76034	5061 COPPERGLEN CIR
HOLDER, JAMES	COLLEYVILLE, TX	76034	5053 COPPERGLEN CIR
BHAT, PREVEEN KUMAR	COLLEYVILLE, TX	76034	5052 HERITAGE OAKS DR
PIRANI, SALIMA	COLLEYVILLE, TX	76034	5013 COPPERGLEN CIR
COMER, CLARENCE	COLLEYVILLE, TX	76034	5056 COPPERGLEN CIR
BRACEVILLE LLC	COLLEYVILLE, TX	76034	5001 HERITAGE AVE
BASU MODAK LLC	GRAND PRAIRIE, TX	75054	5009 HERITAGE AVE
WLO ENTERPRISES INC	COLLEYVILLE, TX	76034	5005 HERITAGE AVE
SCOTT, LARRY P	DEERFIELD, IL	60015	3830 GLADE RD
MDC-HERITAGE OAKS ESTATES LTD	IRVING, TX	75062	5050 HERITAGE AVE
JEANS, COURTNEY	COLLEYVILLE, TX	76034	5049 COPPERGLEN CIR
WARD, IRVING	COLLEYVILLE, TX	76034	5057 COPPERGLEN CIR
SAINT MARY'S ROMANIAN ORTH CH	COLLEYVILLE, TX	76034	3801 GLADE RD
HASAN, AARESH	COLLEYVILLE, TX	76034	3713 ROTHSCCHILD BLVD
MAGAN, KRISHAN	COLLEYVILLE, TX	76034	4817 LAFITE LN
ROY, MATHEW	COLLEYVILLE, TX	76034	4820 MOUTON AVE
JAYARAM, SHANKAR	COLLEYVILLE, TX	76034	4820 LAFITE LN
CHARANIA, AMEEN	COLLEYVILLE, TX	76034	4828 LAFITE LN
SIDDIQUI, IRMAN	COLLEYVILLE, TX	76034	3713 MOUTON AVE
NGUYEN, LISA HONG	COLLEYVILLE, TX	76034	4809 LATOUR LN
PURDY, JULIE	COLLEYVILLE, TX	76034	4808 LAFITE LN
KRUSH, ANDREW	COLLEYVILLE, TX	76034	4808 MOUTON AVE
PALMER, STACY	COLLEYVILLE, TX	76034	3712 ROTHSCCHILD BLVD
MALLICK, HIMANSU	COLLEYVILLE, TX	76034	4809 LAFITE LN
SAMANT, VIPUL	COLLEYVILLE, TX	76034	4805 LATOUR LN
NAGABHUSHAN, MEGHNA	COLLEYVILLE, TX	76034	3709 ROTHSCCHILD BLVD
PATEL, CHANDRAKALA	FORT WORTH, TX	76106	3700 ROTHSCCHILD BLVD
SHI, LILI	COLLEYVILLE, TX	76034	3732 ROTHSCCHILD BLVD
GUPTA, PRATEEK	COLLEYVILLE, TX	76034	4813 LAFITE LN
PATEL, PREMAL	COLLEYVILLE, TX	76034	4816 LATOUR LN
PRESSON, ERIC W	COLLEYVILLE, TX	76034	3717 MOUTON AVE
BAHA INVESTMENTS LLC	SAN DIEGO, CA	92131	3825 GLADE RD
HOUGHTON, JUSTIN	COLLEYVILLE, TX	76034	3728 ROTHSCCHILD BLVD
MARTINS VERAS FAMILY REVOCABLE	COLLEYVILLE, TX	76034	3705 ROTHSCCHILD BLVD
BESSE, DANIEL	COLLEYVILLE, TX	76034	4900 LATOUR LN
THAKUR, AJAY	COLLEYVILLE, TX	76034	4824 LAFITE LN
LIU, XIN	COLLEYVILLE, TX	76034	4804 LAFITE LN
BRUENNIG LIVING TRUST	COLLEYVILLE, TX	76034	4816 MOUTON AVE
THE MOHAMED FAMILY TRUST	COLLEYVILLE, TX	76034	3704 ROTHSCCHILD BLVD
RAMIREDDY, CHANDRASEKHAR	COLLEYVILLE, TX	76034	3709 MOUTON AVE
WINSTEAD, SCOTT	COLLEYVILLE, TX	76034	4812 LAFITE LN
HUNTINGTON BEACH PROPERTIES LLC	SOUTHLAKE, TX	76092	3855 GLADE RD
CORDELL, ELLEN A	COLLEYVILLE, TX	76034	4804 MOUTON AVE
JOSHI, ANUSHA	COLLEYVILLE, TX	76034	4805 LAFITE LN
GUO, JINGHUA	COLLEYVILLE, TX	76034	3708 ROTHSCCHILD BLVD
LAKHANI, SAHANAWAZ	COLLEYVILLE, TX	76034	4813 LATOUR LN
SAINT MARY'S ROMANIAN ORTH CH	COLLEYVILLE, TX	76034	3711 GLADE RD
COLLINS FAMILY TRUST	COLLEYVILLE, TX	76034	4820 LATOUR LN
RASHID, KARIM	COLLEYVILLE, TX	76034	4812 MOUTON AVE
BENAVIDES, GABRIEL	COLLEYVILLE, TX	76034	4816 LAFITE LN
THIRUVEEDULA, THIRUMALESWARA	COLLEYVILLE, TX	76034	3705 MOUTON AVE
ALAGARSAMY, LAKKUREDDI	COLLEYVILLE, TX	76034	3724 ROTHSCCHILD BLVD
ACOSTA, JOHNNY	COLLEYVILLE, TX	76034	3716 ROTHSCCHILD BLVD
PATEL, SAGAR	COLLEYVILLE, TX	76034	4821 LAFITE LN
PATEL, HIRENKUMAR	COLLEYVILLE, TX	76034	4737 LAFITE LN
VARGHESE, ALFRED	COLLEYVILLE, TX	76034	4741 LAFITE LN
KASTNER, CHRISTOPHER M	COLLEYVILLE, TX	76034	4724 LAFITE LN
XU, YAN	COLLEYVILLE, TX	76034	4720 LAFITE LN
HOVHANNISYAN, HAYK	COLLEYVILLE, TX	76034	4733 LAFITE LN
CREEKSIDE AT COLLEYVILLE HOA IN	COPPELL, TX	75019	4802 ROTHSCCHILD BLVD
COPPERGLEN ADDITION	COLLEYVILLE, TX	76034	COURTESY NOTICE
CREEKSIDE	COPPELL, TX	75019	COURTESY NOTICE
PRESTWICK PARK SOUTH	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	GRAPEVINE, TX	76051	STATE REQUIRED
NOKES, RUTH	FORT WORTH, TX	76179	APPLICANT

ORDINANCE O-24-2278

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 2.57 ACRES, BEING LOT 2, BLOCK A, 170 PLAYERS ADDITION, LOCATED AT 3855 GLADE ROAD, SUITE 165, BY AUTHORIZING A SPECIAL USE PERMIT FOR ALCOHOLIC BEVERAGE SALES – (BEER AND WINE ONLY) – OFF-PREMISE CONSUMPTION FOR THE BUSINESS KNOWN AS NEW YORK BUTCHER SHOPPE; 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 Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption Case No. ZC24-004; 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 Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption on 2.57 acres, being Lot 2, Block A, of the 170 Players Addition, located

at 3855 Glade Road, Suite 165, for the business known as New York Butcher Shoppe, 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 New York Butcher Shoppe business only.
- b. The name of the business authorized for Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premise Consumption by this Special Use Permit shall be called "New York Butcher Shoppe".
- c. The hours of operation are Monday – Saturday 11 a.m. – 7:00 p.m. and Sunday 12:00 p.m. – 6:00 p.m.
- d. 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.
- e. 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 7th day of May 2024.

The second reading and public hearing being conducted on the 21st day of May 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF MAY 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





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a	Agenda Date 5/7/2024	Number Resolution R-24-4935
Type Resolution		
Department Community Development		

Title

Consideration of a request for a variance to front/street side side setback and street frontage for Lot 1, Block 1, Reddy Court Addition, at 6105 Waller Lane, Case VC24-006

Explanation

Reading and Public Hearing

Ryan Panno Homes, Inc., the applicant, has submitted a request for variances to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code and the plat, specifically for the front/street side setback in the R-20 Single Family Residential district and for a street frontage plat requirement. The request is to allow for a new home to be built which would front Cooks Court rather than Waller Lane, as required by the plat, and to allow for the home to have a 20-foot front/street side yard setback rather than the 30-foot setback required by the R-20 zoning district.

Existing Conditions/Background: The subject property, 6105 Waller Lane, resides at the intersection of Cooks Court and Waller Lane, and has R-20 zoning. This is an existing platted lot that is currently undeveloped.

Requested Variance: The applicant is requesting a variance to the front/street side setback of the R-20 zoning district and to a street frontage provision identified on the plat. The R-20 zoning district requires a setback of 30 feet on the front and street sides for corner lots. The variance would allow for a 20-foot setback rather than the 30 feet required. Additionally, the plat notes state that any residential structure constructed on Lot 1 must front onto Waller Lane. This variance would allow for the structure to front on Cooks Court rather than Waller Lane.

Ordinance – Chapter 3 – Land Use – Section 3.24.G Schedule of District Regulations

The minimum standards for the R-40 zoning district are as follows:

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

Analysis: The plat and approved drainage plan call for a detention pond to be located in the west and northwest corner of the lot fronting Waller Lane. If the home fronts Waller Lane, the lead walkway to the home would have to cross the detention pond and area of protected trees. Additionally, allowing the home to front Cooks Court would allow for guests to park on the driveway of the property or curbed Cooks Court, rather than the narrower, uncurbed Waller Lane. The plat requires the driveway and garage to be accessed via Cooks Court.

The plat identifies a 20-foot setback on the south side of the property next to Cooks Court. The applicant is requesting the 20-foot front/street side setback identified on the plat to be maintained on Cooks Court so they have more flexible floorplan options that would accommodate the garage space.

Plat Status: The property is currently platted as Lot 1, Block 1, Reddy Court Addition.

DRC Review: The Development Review Committee (DRC) reviewed the request at their April 22, 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 and east are zoned R-20 Single Family Residential and are improved with single-family homes. The property to the south is zoned R-40 Single Family Residential district and is improved with a single-family residential home. The property to the west is zoned AG Agricultural and improved with a single-family residential home.

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.

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 Exhibit
6. Notification Map

7. Notification List
8. Notification Letter
9. Resolution R-24-4935

Aerial Map

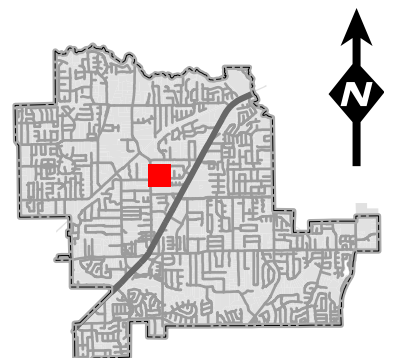


VC24-006

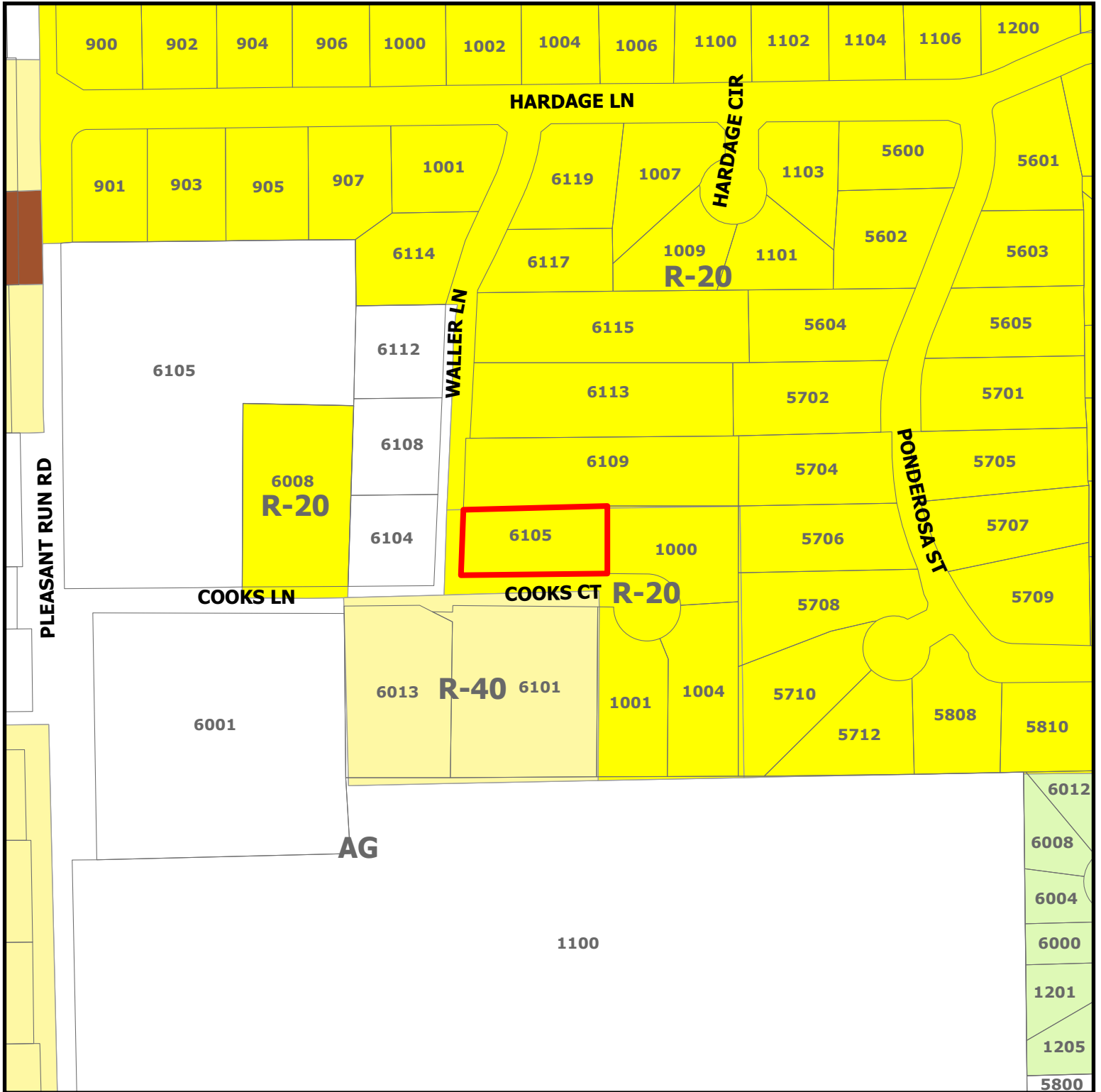
VC24-006

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 Subject Property



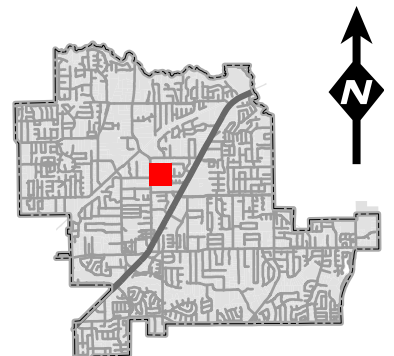
Zoning Map



VC24-006

VC24-006

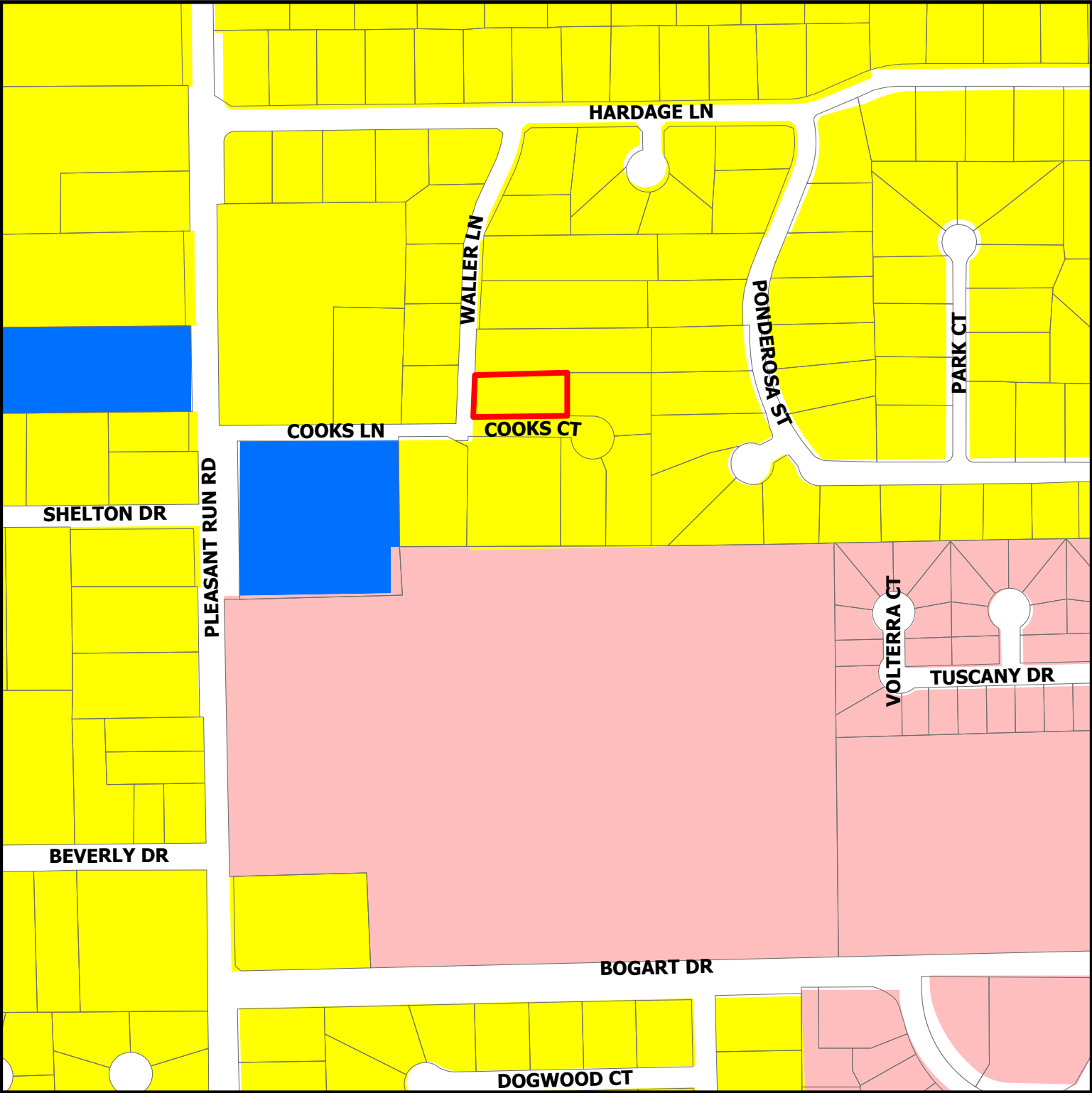
Subject Property



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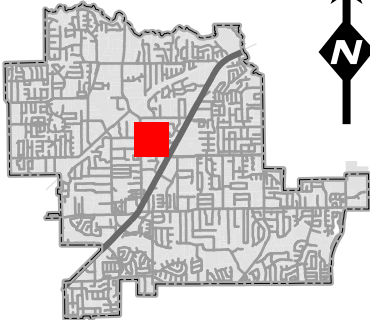
Future Land Use Map



VC24-006

VC24-006

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Subject Property



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Statement of Planning Objectives

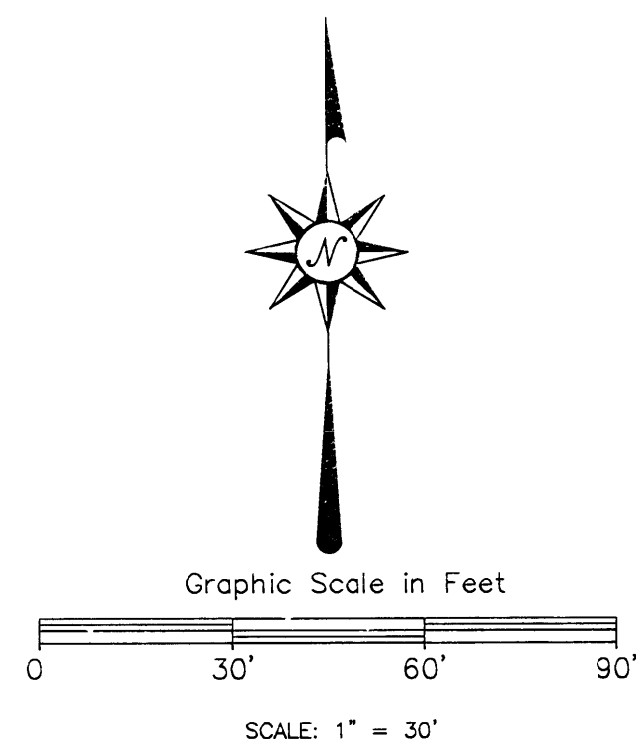
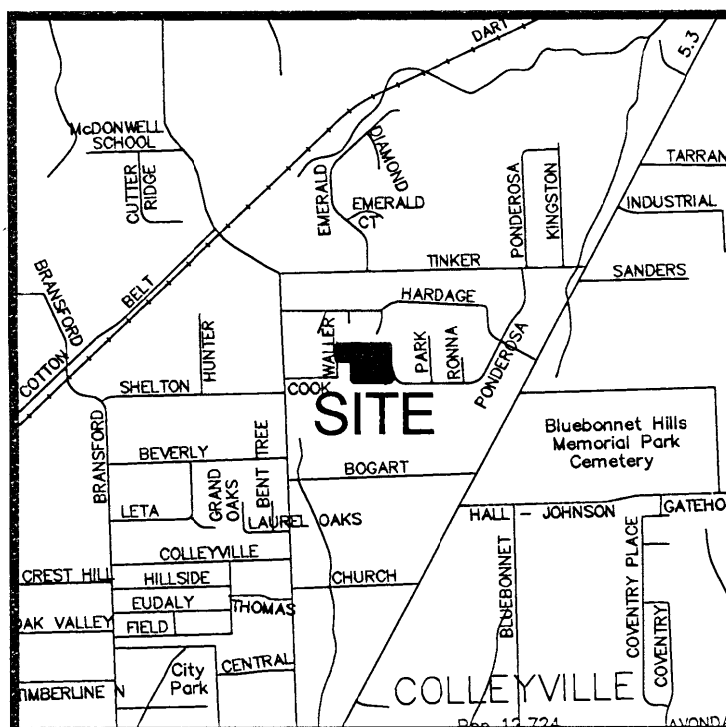
6105 Waller Lane
Colleyville, TX 76034

We are requesting a variance to the R20 zoning setbacks for a corner lot and additionally a plat waiver to allow the front door to face South, fronting Cooks Court instead of the plat note to face West, fronting Waller Lane.

	West facing (corner setback)	South facing (corner setback)	Front Door location
R20 Zoning standards	30'	30'	NA
Approved plat (2/12/16)	50'	20'	West (facing Waller Lane)
Requested variances	50'	20'	South (Facing Cooks Court)

The subject property barely meets the lot dimension minimums for the R20 zoning. The lot width only meets the minimum lot width on the West (Waller Lane) side if measured at the building setback of 50'. The plat and approved drainage plan call for a detention pond in the W and NW corner of the lot fronting Waller Lane and the SW corner has protected trees. The P&Z meeting that approved the minor plat had pre-meeting discussions detailing the requirement for the garage access to be made only on Cooks Court as the detention pond and protected trees preclude driveway access from the West via Waller Lane. Our request is to allow the front door on the South facing Cooks Court follows the same logic as guests can park on the driveway and curbed Cooks Court as opposed to the much narrower, uncurbed Waller Lane. Additionally, a lead walk to the front door from Waller Lane would have to cross the detention pond and area of protected trees. In our experience, homes that have front doors on the wider frontage allow for more flexibility in creating a livable space and allow for brighter homes with more natural light. The front door location will not adversely affect the aesthetics of the West or South elevation as this is a corner lot and both elevations will have architectural elements consistent with a street facing elevation.

The 20' setback requested fronting Cooks Court is in line with the approved plat and appears to have been a deliberate decision given the more stringent 50' setback fronting Waller Lane. The approved drainage plan calls for the detention pond and the property to the East and North both send drainage to the proposed detention pond. Given the more stringent setback facing Waller Lane, the relief granted on the approved plat allows for more plan flexibility and buildable home depth. The plat requires the driveway and garage to be accessed via Cooks Court. The 20' setback significantly improves the floorplan options that would better accommodate the garage space.



ABBREVIATIONS

D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
SAB.	CABINET
CL.	SLIDE
DOC. NO.	DOCUMENT NUMBER
IRF	IRON ROD FOUND
IRS	IRON ROD SET
P.O.B.	POINT OF BEGINNING
C.M.	CONTROLLING MONUMENT
IFF	IRON PIPE FOUND
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
P&U.E.	PEDESTRIAN & UTILITY EASEMENT

LEGEND NOT TO SCALE

☐ PROPERTY CORNER
☐ INTERIOR PROPERTY AND/OR EASEMENT CORNER

SURVEYOR CERTIFICATE

That I, David Carlton Lewis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Professional Land Surveying Practices Act.

David Carlton Lewis, R.P.L.S.
Texas Registration No. 5647
Spry Surveyors, LLC.
8241 Mid Cities Blvd Ste 102
N. Richland Hills, TX 76182



NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared David Carlton Lewis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21st day of January, 2016

Notary Signature

Notary Stamp:

Printed Name: James T. Hall

My Commission Expires: 2022-06-30

NOTES

1. Unless otherwise noted, all corners shown hereon are 1/2" iron rods set with a cap stamped "SPRY".
2. Selling a portion of this estate platting statutes and is a violation of the city Subdivision Ordinance and State platting statutes and is subject to review and withholding of utilities and building permits.
3. According to the Flood Insurance Rate Map No. 48439C0095 K, published by the Federal Emergency Management Agency dated: September 25, 2009, the surveyed property shown hereon does not lie within any special flood hazard areas inundated by the 100-year flood.
4. The basis of bearing for the property shown hereon is the East right-of-way of the line of Water Lane as described in the deed recorded in Document Number D215105963 D.R.T.C.T.
5. Drainage Easement Restriction: No construction or filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and any such construction or filling shall be subject to the following conditions: as a result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such constr. 'becoming a party to the request. Where construction is permitted, all final 1' floor elevations shall be a minimum of two feet above the 100-year flood elevation.
6. Any residential structure constructed on Lot 1 must front onto Water Lane and may only gain drive access from the south side of the lot. No time may a driveway be constructed on Lot 1 to provide access onto Water Lane.

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS Jayachandra Gajjalaipalli, is the owner of all that certain 2,682 acres of land, described in the deed to Jayachandra Gajjalaipalli, recorded in Document Number D215105963 in the Deed Records of Tarrant County, Texas (D.R.T.C.T.), in the A.J. Caldwell Survey, A-331, City of Colevilley, Tarrant County, Texas and more particularly described as follows: "All that certain 2,682 acres or thereabouts shown and bearing south along the east right-of-way line of Waller Lane(right-of-way varies) as described in said Gajjalaipalli deed);

BEGINNING at a "X" cut in concrete found for the northeast corner of the herein described tract, common to the southwest corner of Lot 1, Hilltop Addition, recorded in Volume 358-115, Page 2, in the Plat Records Tarrant County, Texas (P.R.T.C.T.) and

THENCE North 89° 56' 05" East - 42.00' (called East) to a 1/2" iron rod with a cap stamped "SPRY" set for the northeast corner of the herein described tract, common to the southeast corner of said Lot 1, Hilltop Addition and also common to the southeast corner of Block 2, Pecan Park Independent School District, recorded in Volume 358-216, Page 97, P.R.T.C.T., from which a 1/2" iron rod found for the common north corner of said Lot 1, Hilltop Addition, and Block 2, Pecan Park Independent School District, bears North 00° 27' 43" West - 100.00';

THENCE South 00° 27' 43" East - 0.41' to a 1/2" iron rod in a 1" pipe found for a point for corner of the herein described tract, common to the southeast corner of Block 2, Pecan Park Independent School District;

THENCE South 00° 07' 19" East - 404.25' (called South 405.00') to a 1/2" iron rod with a cap stamped "SPRY" set for the southeast corner of the herein described tract, common to the southwest corner of Lot 4, Block 2, of said Pecan Park II Addition, in the north line of a 29.1736 acre tract of land conveyed to Grapevine Independent School District, recorded in Volume 285-10, Page 10, P.R.T.C.T.;

THENCE South 89° 46' 42" West - 212.00' (called West) along the north line of said Grapevine Independent School District, tract, to a 1/2" iron rod with a cap stamped "SPRY" set for the southern most west corner of the herein described tract, common to the southeast corner of Lot 1, Block 1, Nailer Addition recorded in Cabinet B, Slide 2256, P.R.T.C.T.

THENCE North 00° 20' 36" East - 254.15 (called North 00° 21' 09" East) to a 1/2" iron rod found for a point for corner of the herein described tract, common to the northeast corner of said Lot 1, Block 1, Nailer Addition, and also common to the northeast corner of Block 2, Pecan Park II Addition; and

THENCE North 89° 46' 42" West - 212.00' (called West) along the north line of said Grapevine Independent School District, with a cap stamped "RPLS 3946" found for a point for corner of the herein described tract, in the east right-of-way line of said Waller Lane.

THENCE North 00° 02' 18" West - 48.92' along the east right-of-way line of said Waller Lane to the POINT OF BEGINNING and containing 2,682 acres of land.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That Jayachandra Gajjala, the Owner, does hereby adopt this plat designating the herein before described property as LOTS 1-4, BLOCK 1, REDDY COURT ADDITION, an addition to the City of Colleyville, Tarrant County, Texas, and does hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility desiring to use or using the same shall be permitted to install, maintain, repair, replace, or improve or to make any other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall not be liable for any damage to the property of the Owner or any other person caused by the use of the easements for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and orders of the City of Colleyville, Texas.

Witness our hands this 19th day of January, 2016

Signature

Owner
Title

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared James A. [Signature] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 29th day of January, 2016.

Notary Signature

Notary Stamp

Printed Name: Tyler T. Tink

My Commission Expires: 15/05/2027

Planning and Zoning Commission Approval
WHEREAS The Planning and Zoning Commission of the City of Colleyville,
Texas voted affirmatively on this 14th day of December
2015, to approve this Plat.

[Signature]
Chairman, Planning and Zoning Commission

[Signature]
Attest: Secretary, Planning and Zoning Commission

PURPOSE OF PLAT
The purpose of this plat is to develop the 2.682 acre tract into a 4 lot residential subdivision.

A PRELIMINARY/FINAL PLAT OF
LOTS 1-4, BLOCK 1
REDDY COURT ADDITION

AN ADDITION TO THE CITY OF COLLEYVILLE, BEING 2.682 GROSS
ACRES AND 2.222 NET ACRES AFTER RIGHT-OF-WAY DEDICATION
IN THE ANDREW J. CALDWELL SURVEY, A - 331
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

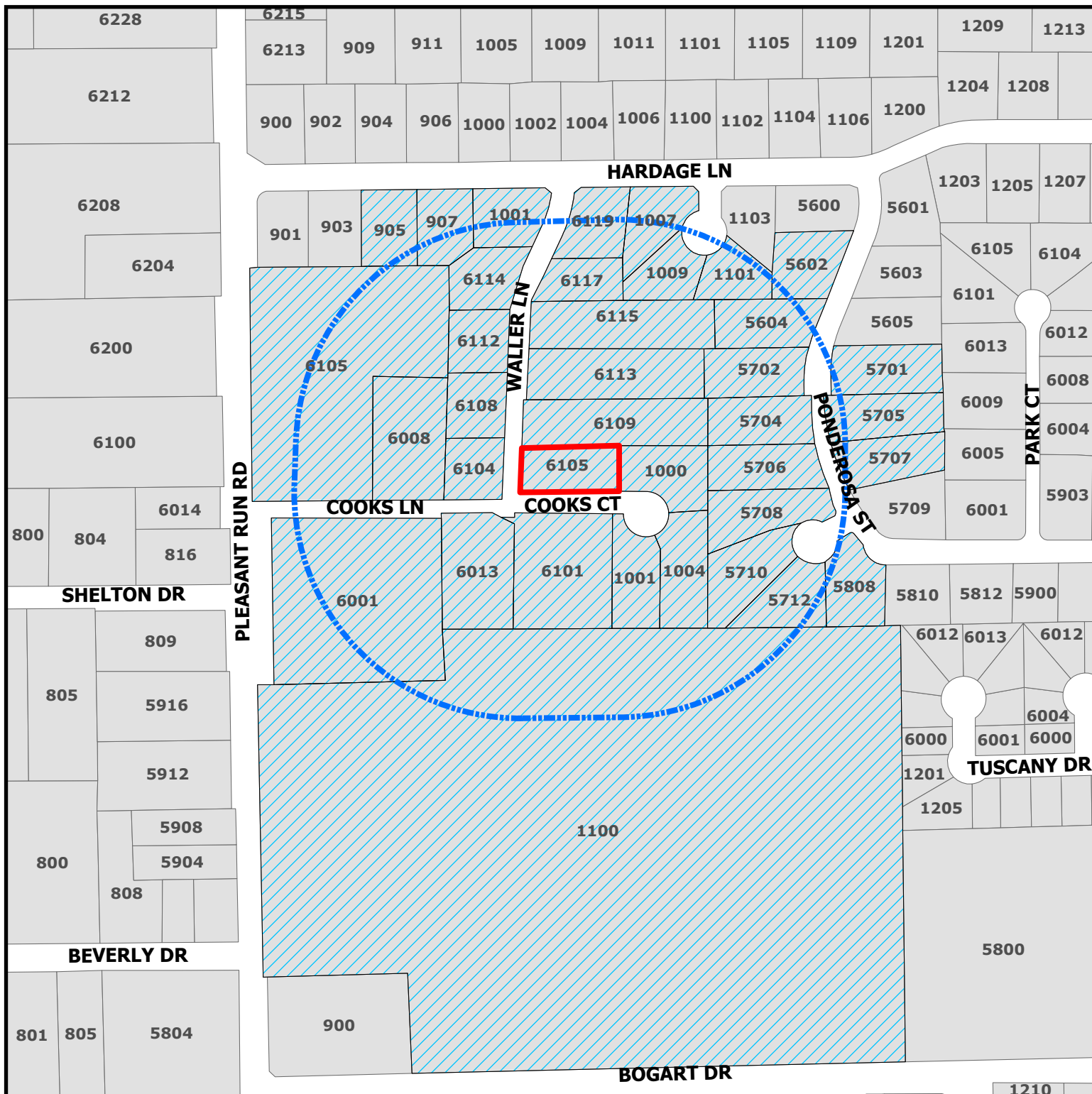
OWNER:	Jayachandra Gajulapalli 6706 Sapphire Cir, N Colleyville, TX 76034 Phone: 901-596-4144	ENGINEER: Hamilton Duffy, P.C. E.S.&M., Inc. 3241 Mid-Cities Blvd., Ste.100 North Richland Hills, TX 76182 Phone: 817-268-0408 Fax: 817-284-8408	SURVEYOR: Spry Surveyors 3241 Mid-Cities Blvd., Ste.102 North Richland Hills, TX 76182 Phone: 817-776-4049 Firm Reg. No. 10112000
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SPRY PROJECT NO. 034-155-30
DATE: JANUARY 2016

THIS PLAT WAS FILED IN DOCUMENT NO. **D216028977** ON DATE **2/12/16**

Jan 26, 2016 - 10:24am
Duff\034-155 Cooks Ct - Collewille\30-Plat\ spry-CooksCt-Plat.dwg

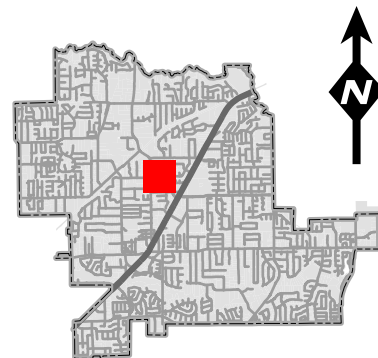
Notification Map



VC24-006

VC24-006

-  Parcels to be notified
-  Buffer
-  Subject Property



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

Owner Name	Owner Address	Owner City
ENGLERT, EVELYN H	6114 WALLER LN	COLLEYVILLE, TX
SHELLY BILLUPS FAMILY TRUST	5704 PONDEROSA ST	COLLEYVILLE, TX
SLINEY, PAMELA M	6008 COOKS LN	COLLEYVILLE, TX
JENKINS, STEWART A	905 HARDAGE LN	COLLEYVILLE, TX
MCMEANS, JAY B	6013 COOKS LN	COLLEYVILLE, TX
SHIPP, JORDAN	1004 COOKS CT	COLLEYVILLE, TX
NALER, DEE ANN	6101 WALLER LN	COLLEYVILLE, TX
BROOKS, MARCELA	6112 WALLER LN	COLLEYVILLE, TX
BLACK, JEFFREY	5707 PONDEROSA ST	COLLEYVILLE, TX
HEDGES, B D	6104 WALLER LN	COLLEYVILLE, TX
ZIOBER, ALVIN	6109 WALLER LN	COLLEYVILLE, TX
NICHOLS, TIMOTHY S	1007 HARDAGE CIR	COLLEYVILLE, TX
BANNON, MICHAEL	5602 PONDEROSA ST	COLLEYVILLE, TX
BARBER, JAMES T	1009 HARDAGE CIR	COLLEYVILLE, TX
MALIN, DAVID	6117 WALLER LN	COLLEYVILLE, TX
GAVLAK, KEVIN	925 S MAIN ST UNIT 3302	GRAPEVINE, TX
MILLER, TODD	6113 WALLER LN	COLLEYVILLE, TX
PLEASANT RUN BAPTIST CHURCH	6005 PLEASANT RUN RD	COLLEYVILLE, TX
STEENWYK, CHAD	5706 PONDEROSA ST	COLLEYVILLE, TX
RASTOK, KATY	5705 PONDEROSA ST	COLLEYVILLE, TX
SRP SUB LLC	1717 MAIN ST SUITE 2000	DALLAS, TX
WAI, ROBERT	6115 WALLER LN	COLLEYVILLE, TX
PHILLIPS, JAMES	5808 PONDEROSA ST	COLLEYVILLE, TX
WRAGE, H ALLEN	907 HARDAGE LN	COLLEYVILLE, TX
COULTER, MONA COOK	6105 PLEASANT RUN RD	COLLEYVILLE, TX
POOLE, JOHN	1001 HARDAGE LN	COLLEYVILLE, TX
GRAPEVINE, ISD	3051 IRA WOODS AVE E	GRAPEVINE, TX
BURAK, STEVEN T	6119 WALLER LN	COLLEYVILLE, TX
BANNING, TAMARA S	1101 HARDAGE CIR	COLLEYVILLE, TX
TREADWELL SCOTT JOSEPH	5701 PONDEROSA ST	COLLEYVILLE, TX
GROVES, DAVID	5702 PONDEROSA ST	COLLEYVILLE, TX
FISHER LIVING TRUST	5710 PONDEROSA CT	COLLEYVILLE, TX
SOUTHALL, RICHARD	5708 PONDEROSA CT	COLLEYVILLE, TX
MURARI FAMILY REVOCABLE LIVING	3819 ROOSEVELT DR	IRVING, TX
JUSTICE, ANTHONY	5975 INDIGO SKY DR	FRISCO, TX
HENDRIX, NOELANI	1001 COOKS CT	COLLEYVILLE, TX
TUSCANY-COLLEYVILLE	1217 Tuscany Drive	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
RYAN PANNO HOMES, INC.	PO BOX 217	COLLEYVILLE, TX

Owner Zip	Situs Address
76034	6114 WALLER LN
76034	5704 PONDEROSA ST
76034	6008 COOKS LN
76034	905 HARDAGE LN
76034	6013 COOKS LN
76034	1004 COOKS CT
76034	6101 WALLER LN
76034	6112 WALLER LN
76034	5707 PONDEROSA ST
76034	6104 WALLER LN
76034	6109 WALLER LN
76034	1007 HARDAGE CIR
76034	5602 PONDEROSA ST
76034	1009 HARDAGE CIR
76034	6117 WALLER LN
76051	5712 PONDEROSA CT
76034	6113 WALLER LN
76034	6001 PLEASANT RUN RD
76034	5706 PONDEROSA ST
76034	5705 PONDEROSA ST
75201	6108 WALLER LN
76034	6115 WALLER LN
76034	5808 PONDEROSA ST
76034	907 HARDAGE LN
76034	6105 PLEASANT RUN RD
76034	1001 HARDAGE LN
76051	1100 BOGART DR
76034	6119 WALLER LN
76034	1101 HARDAGE CIR
76034	5701 PONDEROSA ST
76034	5702 PONDEROSA ST
76034	5710 PONDEROSA CT
76034	5708 PONDEROSA CT
75063	6105 WALLER LN
75036	1000 COOKS CT
76034	1001 COOKS CT
76034	COURTESY NOTICE
76051	STATE REQUIRED
76034	APPLICANT



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, May 7, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a request for a variance to front / street ROW side setback and street frontage for Lot 1, Block 1, Reddy Court Addition. The variance request is to allow for a home to be built which fronts Cooks Court rather than Waller Lane as required by the plat and to allow for the home to have a 20' street side yard setback, rather than the 30' setback required by the R-20 zoning district.

Zoning Case: VC24-006

Applicant: Ryan Panno Homes

Owner: Murari Family Revocable Trust

Location: 6105 Waller Ln

Property Description: Lot1, Block 1, Reddy Court Addition

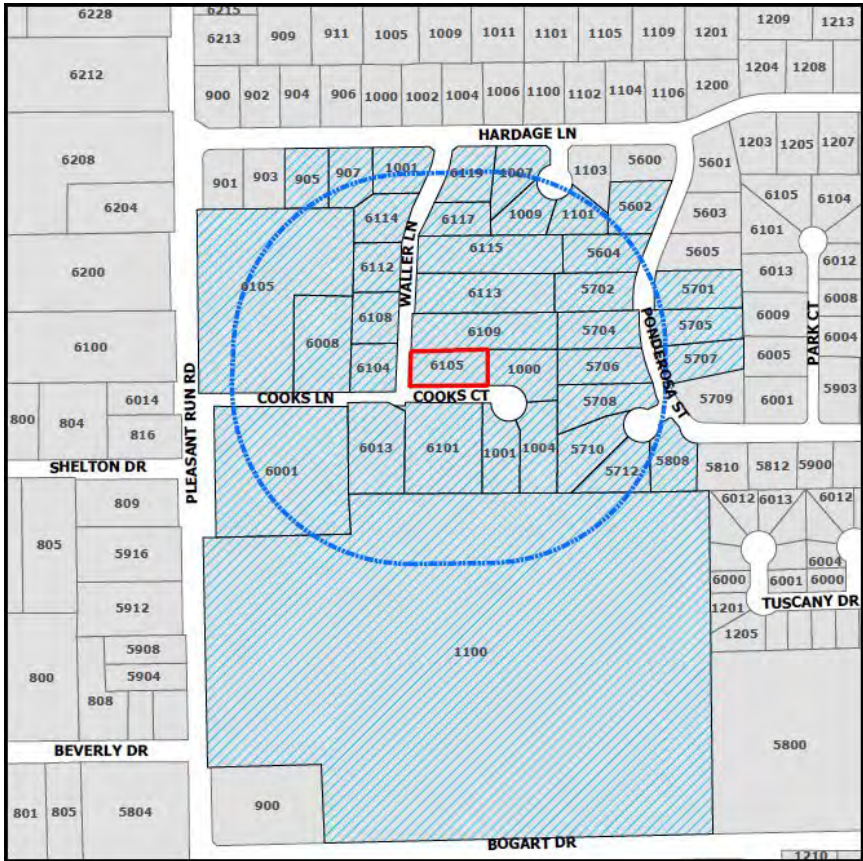
Present Zoning: R-20, Single Family Residential

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

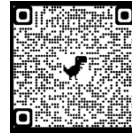
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

Kris Potts

Kris Potts
Planner

RESOLUTION R-24-4935

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 AND TO THE REGULATIONS OF THE FINAL PLAT FOR REDDY COURT ADDITION, SPECIFICALLY FOR FRONT /STREET SIDE SETBACK AND FOR STREET FRONTAGE, IN THE R-20 SINGLE FAMILY RESIDENTIAL DISTRICT, FOR LOT 1, BLOCK 1, REDDY COURT ADDITION, LOCATED AT 6105 WALLER LANE

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

- Sec. 1. THAT the variance to allow for the front/street side setback to be 20 feet in the R-20 Single Family Residential district and for the residential structure constructed to front Cooks Court rather than Waller Lane, located at 6105 Waller Lane (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 7TH DAY OF MAY 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	_____		

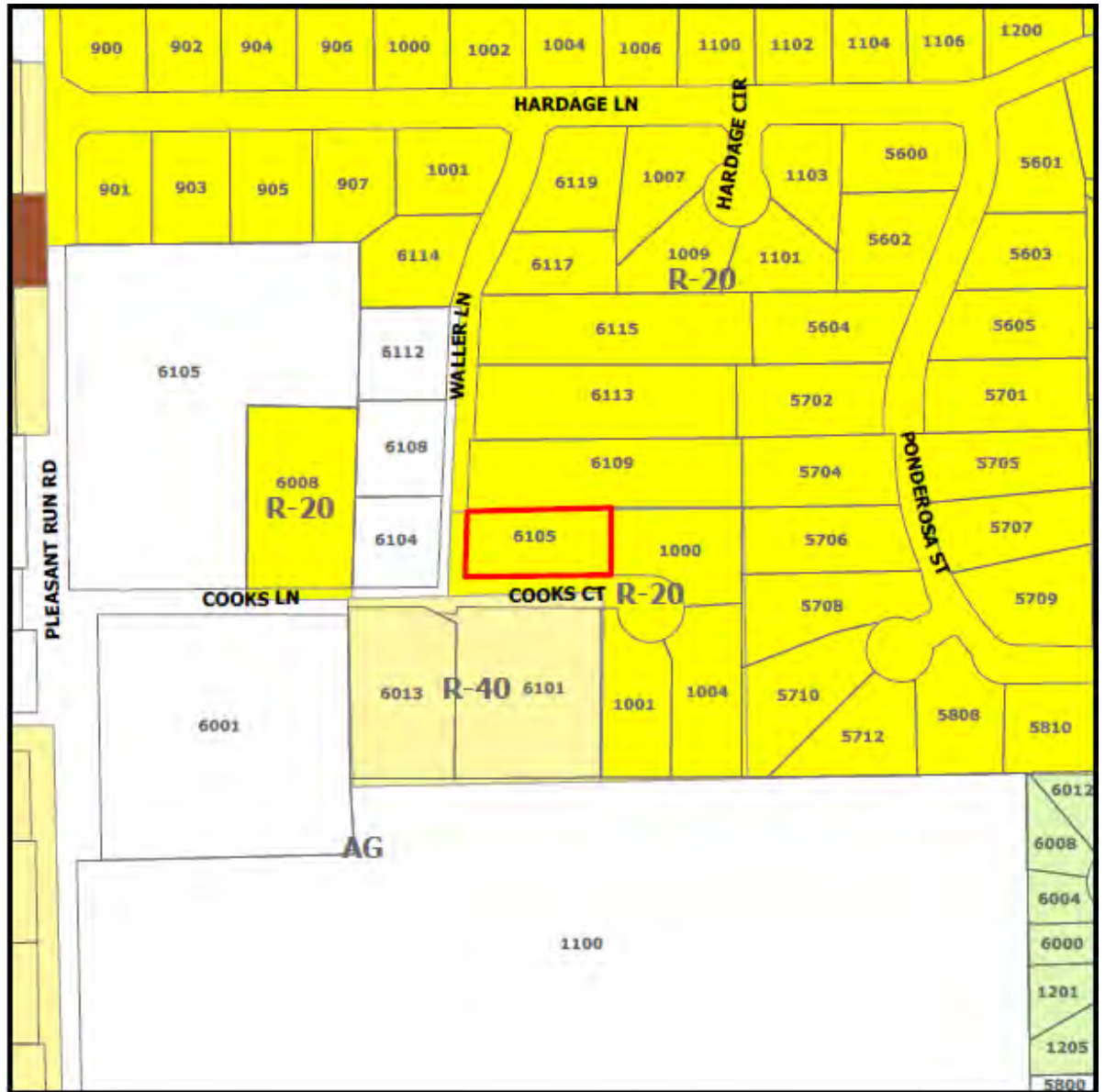
ATTEST:

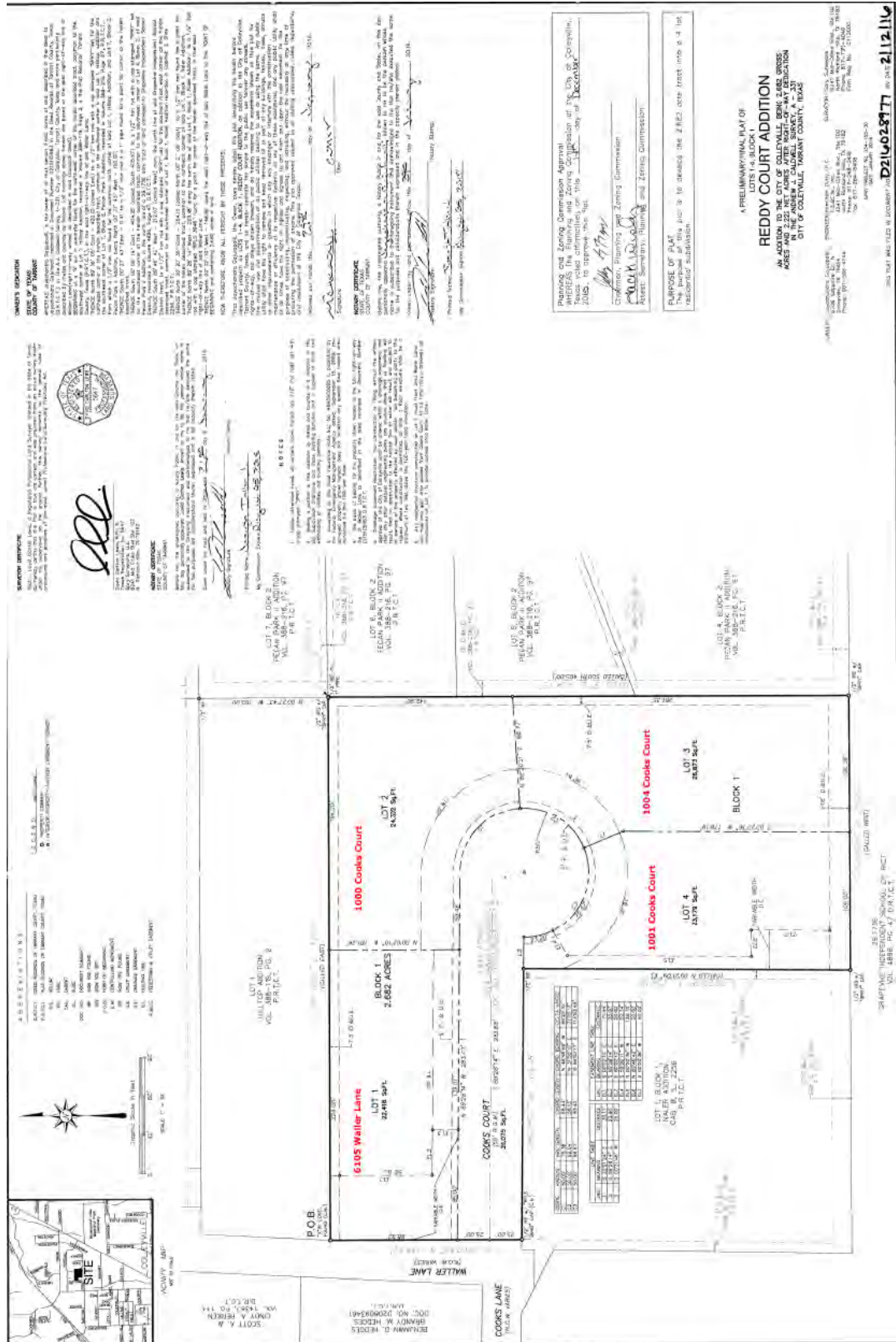
CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Attachment "A"





RESOLUTION R-24-4936

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MAY 7, 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 7TH DAY OF MAY
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