CITY OF COLLEYVILLE
CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, OCTOBER 15, 2024

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

WS-1 Discussion of the Cheek-Sparger Road project

WS-2 Discussion of the October 2, 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:

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-24-4976

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4977

4a Approval of the minutes of the regular City Council meeting of October 2, 2024

4b Approval of the economic development 2024 Winter Colleyville Christmas Gift Card, Colleyville Cares Gift Card, and the Colleyville Gives advertising grant program

4c Approval of a Construction Services Agreement with MGS Cortex Construction Inc., DBA Cortex Construction, for the Webb House Rehabilitation Project, in an amount not to exceed $72,500 and a contingency amount not to exceed $10,000, and authorizing the City Manager to execute the agreement

4d Approval of the Second Amendment to the Construction Services Agreement with Alderink Enterprises, Inc. dba CI Pavement, for the FY2025 Miscellaneous Concrete Repair Project, in an amount not to exceed $682,843.88, and authorizing the City Manager to execute the amendment

4e Approval of a Second Amendment to the Construction Services Agreement with The Lawn Firm, Inc., for the FY2025 Tree Trimming Contract, in an amount not to exceed $75,000, and authorizing the City Manager to execute the amendment

4f Approval of the third one-year renewal term with Stripe-A-Zone, LLC, for the FY2025 Miscellaneous Pavement Marking Construction Services Agreement in an amount not to exceed $150,000, and authorizing the City Manager to execute the renewal

4g Approval of an amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project to modify the drainage design for Phase 2, in an amount not to exceed $34,480.00, and authorizing the City Manager to execute the amendment

4h Approval of a Construction Services Agreement with 2R Construction, LLC, for the Tinker Road Water, Wastewater, Drainage, and Roadway Improvements Project, in an amount not to exceed $2,093,971.45 and a contingency amount not to exceed $200,000, and a materials testing amount not to exceed $44,335, and authorizing the City Manager to execute the agreement

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - September 2024

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

6a Ordinance O-24-2299

Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012

6b Ordinance O-24-2300

Consideration of comprehensive amendments to Chapter 5, Urban Forestry, of the Land Development Code, Case GC24-010

6c Ordinance O-24-2301

An ordinance amending and restating Chapter 98, Article V. - Publicly Owned Treatment Works, approving uniform requirements for users of the Publicly Owned Treatment Works (POWTS) for the City of Colleyville and providing for enforcement and compliance with all applicable state and federal laws

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-24-4978

Consideration of a variance to the required rear yard setback of the R-20 Single-Family Residential district on Lot 13, Block B, Preston Manor Addition, located at 5914 Preston Way, Case VC24-008

7b Resolution R-24-4979

Consideration of variances to the required lot area and lot width of the R-20 Single-Family Residential district on Lot 6, Block 6, Colleyville Estates Addition, located at 513 Field Street, Case VC24-009

8. CITIZEN COMMENTS

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, OCTOBER 15, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4980

10. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, October 11, 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 817.503.1130, and reasonable accommodations will be made to assist you.

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number WS-1 **Agenda Date** 10/15/2024
Type Worksession
Department Public Works

Title
Discussion of the Cheek-Sparger Road project

Explanation
Staff will present an update on the Cheek-Sparger Road project and seek direction from the City Council.

Attachments
1. Cheek Sparger Road Project Presentation

CHEEK-SPARGER ROAD PROJECT UPDATE

City Council Worksession

October 15, 2024

Cheek-Sparger Road Project Update

Tarrant County – November 2021 Bond Issue
Cheek-Sparger Road and Trail
(Heritage Ave. to Bedford Rd.)

Scope
Arterial road reconstruction and enhancement
36 feet, two lane design, turn lanes added at key intersections; pedestrian trail reconstruction and enhancement
*partner with Bedford

Funding Source	Funding Amount
Colleyville	$6,500,000
Bedford	$6,500,000
Tarrant County	$13,000,000
Total Estimated Cost (2021)	**$26,000,000**

Cheek-Sparger Road Project Update

City of Bedford

- Has not allocated funding in their FY25 CIP or in any future CIP for the project
- May be willing to participate in the project only for the portion in Bedford city limits estimated at 5%

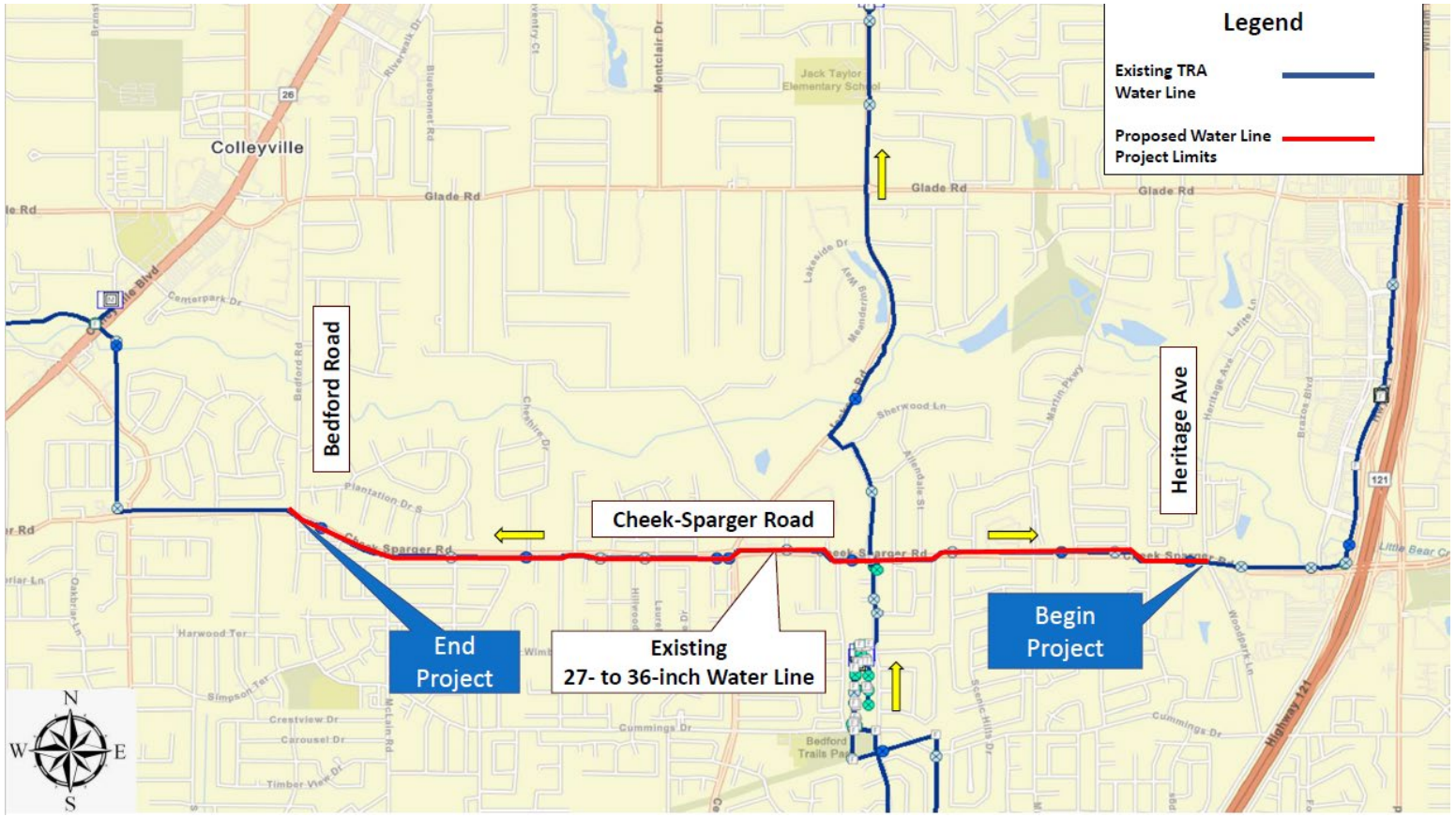
Funding Source	Funding Amount
Colleyville	$6,500,000
Bedford (5%)	$1,690,000
Tarrant County Bond	$13,000,000
Tarrant County Commissioner Fickes	$500,000
Federal Funding Rep. Van Duyne	$2,500,000
Total	$24,190,000
Grant amount needed	($9,610,000)
w/o Bedford	($11,300,000)
Total Estimated Cost (2024)	**$33,800,000**

Cheek-Sparger Road Project Update

Trinity River Authority (TRA)

- Upsizing 27” to 36” water transmission line
- Interested in an ILA for the design and construction of the project
- Scheduled to move forward on preliminary design in Spring 2025
- If City(s) do not move forward with the roadway project, TRA will reassess waterline project limits as they made adjustments to match the roadway project

Entity	Construction	Design Fee
TRA Waterline	$30,000,000	$1,500,000
Roadway	$33,800,000	$1,700,000
Total	**$63,800,000**	**$3,200,000**



CHEEK-SPARGER ROAD PROJECT UPDATE

City Council Worksession

October 15, 2024

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number WS-2 **Agenda Date** 10/15/2024
Type Worksession
Department City Secretary

Title
Discussion of the October 2, 2024, City Council regular agenda items

Explanation

Attachments

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 1 **Agenda Date** 10/15/2024
Type Executive Session
Department City Secretary

Title

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

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

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

Attachments

RESOLUTION R-24-4976

A RESOLUTION APPROVING COUNCIL ACTION REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 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 15TH DAY OF OCTOBER 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-24-4977

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 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 October 2, 2024

b. Approval of the economic development 2024 Winter Colleyville Christmas Gift Card, Colleyville Cares Gift Card, and the Colleyville Gives advertising grant program

c. Approval of a Construction Services Agreement with MGS Cortex Construction Inc., DBA Cortex Construction, for the Webb House Rehabilitation Project, in an amount not to exceed $72,500 and a contingency amount not to exceed $10,000, and authorizing the City Manager to execute the agreement

d. Approval of the Second Amendment to the Construction Services Agreement with Alderink Enterprises, Inc. dba CI Pavement, for the FY2025 Miscellaneous Concrete Repair Project, in an amount not to exceed $682,843.88, and authorizing the City Manager to execute the amendment

e. Approval of a Second Amendment to the Construction Services Agreement with The Lawn Firm, Inc., for the FY2025 Tree Trimming Contract, in an amount not to exceed $75,000, and authorizing the City Manager to execute the amendment

f. Approval of the third one-year renewal term with Stripe-A-Zone, LLC, for the FY2025 Miscellaneous Pavement Marking Construction Services Agreement in an amount not to exceed $150,000, and authorizing the City Manager to execute the renewal

g. Approval of an amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project to modify the drainage design for Phase 2, in an amount not to exceed $34,480.00, and authorizing the City Manager to execute the amendment

h. Approval of a Construction Services Agreement with 2R Construction, LLC, for the Tinker Road Water, Wastewater, Drainage, and Roadway Improvements Project, in an amount not to exceed $2,093,971.45 and a contingency amount not to exceed $200,000, and a materials testing amount not to exceed $44,335, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 15TH DAY OF OCTOBER 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

CITY OF COLLEYVILLE
CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

WEDNESDAY, OCTOBER 2, 2024

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

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

ALSO PRESENT: Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Parks and Recreation Director Lisa Escobedo, Community Engagement and Economic Development/Colleyville Center and Business Center Manager Chelsea Rose, Capital Projects Program Manager Elijah Dorminy, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Attorney Nicole Corr, and City Secretary Christine Loven.

WS-1 Economic Development Update

Chelsea Rose, Community Engagement and Economic Development Manager, provided a thorough presentation on the City's occupancy rate, current leasing rates and demands, incoming businesses, recruiting efforts, and City offered grants.

There was general discussion of the occupancy rate and the Mayor and City Council thanked Manager Rose for work with the business community.

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

Mayor Lindamood noted the Heroes Park contract will be on the agenda and the video will be played.

Mayor Lindamood adjourned the Worksession at 5:56 p.m. and called 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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Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:59 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:07 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

INVOCATION: Pastor Dale Molden, CrossCreek
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-24-4973

Mayor Lindamood read Resolution R-24-4973.

There were no questions and Mayor Lindamood opened and closed the public hearing without any speakers.

Councilmember Graves made a motion to approve Resolution R-24-4973, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and the City Council provided announcements regarding community news and upcoming events.

Proclamation presentation in recognition of Community Planning Month - Mayor Lindamood, Community Development Director Ben Bryner, Planning and Zoning Commissioners, and the Community Development Department staff

Community Development Department staff Ben Bryner, Jackie Reyff, Kristopher Potts, and Chris Pham, and Planning and Zoning Commissioners David Groves and Sayeda Syed joined Mayor Lindamood. Mrs. Reyff discussed the importance of community planning and Mayor Lindamood presented the proclamation announcing the month of October is Community Planning Month.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4974

4a Approval of the minutes of the regular City Council meeting of September 17, 2024

4b Approval of a Construction Services Agreement with J.B. & Co. LLC, for construction of Heroes Park, in an amount not to exceed $6,076,985, and a contingency amount not to exceed $500,000, a materials testing amount not to exceed $87,196, and authorizing the City Manager to execute the agreement

4c Approval to purchase a 2025 International truck with attenuator from Southwest International Trucks of Arlington, a BuyBoard approved vendor, in an amount not to exceed $157,478.49, and authorizing the City Manager to execute the purchase

4d Approval of a Construction Services Agreement with Legacy Signs of Texas for the Wayfinding Phase II Signage project, in an amount not to exceed $70,000, and authorizing the City Manager to execute the agreement

4e Approval of endorsing the implementation of a continuing pretreatment program as required by 40 CFR 403 for the Central Regional Wastewater System

4f Approval of a First Amendment to Contractor Services Agreement for janitorial services through Oriental Building Services, Inc., in an amount not to exceed $280,753.59, plus a five percent owner's contingency amount of $13,561.05, and authorizing the City Manager to execute the amendment

4g Nominating candidate(s) to the Tarrant Appraisal District (TAD) Board of Directors

Mayor Lindamood read Resolution R-24-4974 in its entirety.

Assistant City Manager Adrienne Lothery presented 4b by reviewing the history of the Heroes Park project and noted the City is now ready to move forward with a Construction Services Agreement. The video of the planning for the Heroes Park project was played, but due to technical issues was not fully available.

Capital Projects Program Manager Elijah Dorminy spoke to the bid tabulations and was available to answer questions of the City Council.

Heroes Park Committee member Ken Cozart spoke regarding the Committees views on the importance of Heroes Park and the diligence and commitment of the Committee members.

Parks and Recreation Director Lisa Escobedo presented item 4c seeking approval of a crash truck to be used by the Parks Beautification Crew.

Capital Projects Program Manager Elijah Dorminy presented item 4d.

Public Works Director Amber Beard presented items 4e and 4f.

City Secretary Christine Loven presented item 4g and asked the City Council to include a nomination in the motion, if they so chose to nominate.

Mayor Lindamood opened the public hearing.

Sayeda Syed, 6705 Sapphire Circle N., sought the support of City Council for her nomination to the TAD Board of Directors.

Mike Alfred, 6128 Theresa Lane, also sought the support of City Council for nomination to the TAD Board of Directors.

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

Mayor Pro Tem Elder made a motion to approve Resolution R-24-4974, adding a City Council nomination to the TAD Board of Directors for Mike Alfred and Sayeda Syed, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

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

5a Ordinance O-24-2298

Amending Chapter 62 (Offenses and Miscellaneous Provisions) of the City of Colleyville Code Of Ordinances by adding new Article V entitled "Sex Offender Residency Restrictions"; prohibiting certain registered sex offenders from residing within a certain distance where children commonly gather

Mayor Lindamood read the caption of Ordinance O-24-2298.

City Attorney Nicole Corr stated the ordinance provides for regulations, which have been tested by the courts, and noted the City does not currently have a registered sex offender ordinance. She recognized Chief Miller and Detective Garcia for recognizing the need of bringing this ordinance forward.

There was discussion regarding the timeline for registering, who is in the State's database, and other agencies involved.

Mayor Lindamood opened the public hearing.

Sayeda Syed, 6705 Sapphire Circle N., questioned how the ordinance would be enforced.

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

Councilmember Graves made a motion to approve Ordinance O-24-2298, seconded by Councilmember Holt Gunderson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

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

6a Ordinance O-24-2299

Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012

Mayor Lindamood read the caption of Ordinance O-24-2299.

Community Development Director Ben Bryner presented this request for a Special Use Permit (SUP) for a Veterinary Clinic. He noted veterinary services are only allowed in the ML Light Manufacturing zoning district with the approval of a Special Use Permit and this request is to allow for a pet surgery center and office building for an existing mobile veterinary business. Director Bryner noted a super-majority vote was originally required for this item, however, three of the adjacent property owners rescinded their opposition of the vet clinic use, making the new calculation approximately two-percent opposition.

Mike Masters, representing the applicant, spoke in regarding to the unique business model, stating vans go to the patients home, procedures not requiring a surgery are performed, and if the surgery is needed, the animals are picked up from the home, brought to the surgery center, and returned home after the procedure.

There was general discussion regarding supervision of pets at the facility, number of employees and understanding the vans will be parked inside the office.

Dr. Ashley Bellerand also discussed the business model and highlighted the operation of the facility.

Mayor Lindamood opened and closed the public hearing without any speakers.

This was a first reading and no action was taken.

6b Ordinance O-24-2300
Consideration of comprehensive amendments to Chapter 5, Urban Forestry, of the Land Development Code, Case GC24-010

Mayor Lindamood read the caption of Ordinance O-24-2300.

Community Development Director Ben Bryner presented the changes prepared for Chapter 5, Urban Forestry, of the Land Development Code. He noted changes include the addition of a purpose, which discourages clear-cutting tree removal, additional definitions, minor adjustments to the non-protected tree list, provides heritage tree sizes, and adds an appointment of a tree board.

There was general discussion regarding the name and size of trees, and the FY25 budget for new trees.

Mayor Lindamood opened and closed the public hearing without any speakers.

This was a first reading and no action was taken.

6c Ordinance O-24-2301

An ordinance amending and restating Chapter 98, Article V. - Publicly Owned Treatment Works, approving uniform requirements for users of the Publicly Owned Treatment Works (POWTS) for the City of Colleyville and providing for enforcement and compliance with all applicable state and federal laws

Mayor Lindamood read the caption of Ordinance O-24-2301.

Public Works Director Amber Beard stated this Ordinance is required due to TRA's most recent treated wastewater discharge permit. The City, as a contracting party of the Regional Wastewater System, must also comply with the rule.

Mayor Lindamood opened and closed the public hearing without any speakers.

This was a first reading and no action was taken.

7. CITIZEN COMMENTS

There were no citizens who spoke.

Mayor Lindamood announced he and Councilmembers would be attending the Texas Municipal League Conference and will be talking with everyone regarding the high-density bill trying to be pushed through legislation.

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR WEDNESDAY, OCTOBER 2, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4975

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:50 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 15TH DAY OF OCTOBER 2024.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4b **Agenda Date** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department City Secretary

Title
Approval of the economic development 2024 Winter Colleyville Christmas Gift Card, Colleyville Cares Gift Card, and the Colleyville Gives advertising grant program

Explanation
Reading and Public Hearing

Christmas Gift Cards
This agenda item provides for approval of another economic development gift card program for Winter 2024. The Colleyville Christmas Gift Cards ($35) and Colleyville Cares Cards, ($50) will be distributed in mid-November via mail and the Ministerial Alliance and must be used by January 12, 2025.

Colleyville Gives
In keeping with tradition from the last several years, the City will continue the popular Colleyville Gives advertising grant program. This program provides $1,000 advertising grants to local businesses. Businesses who donate $500 or more to a non-profit organization of their choice will double their advertising grant ($2,000).

Citizens and businesses look forward to this program, which has been a successful economic development tool.

Financial Impact
Funding for the program is available in the TIF.

Recommendation
Approve

Attachments

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4c **Agenda Date** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department Engineering

Title
Approval of a Construction Services Agreement with MGS Cortex Construction Inc., DBA Cortex Construction, for the Webb House Rehabilitation Project, in an amount not to exceed $72,500 and a contingency amount not to exceed $10,000, 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 $150,000 for the Webb House Siding Replacement.

The Webb House Rehabilitation Project will replace all of the siding on the facility with similar clapboard siding, the porch ceiling with similar wood sheeting, and porch decking with composite materials. The project also consists of repainting the facility and removal and reinstallation of the gutters.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on August 18, 25, and September 1, 8, 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 36 plan holders, of which 13 were general contractors, six sub-contractors, three suppliers, six others, four plan rooms, three manufacturers, and one student.

The City received three sealed bids, which were opened and publicly read aloud on September 17, 2024.

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

Recommendation
Approve

Attachments

1. MGS Cortex Construction, Inc. Construction Services Agreement
2. Bid Tabulation
3. Form 1295

CONSTRUCTION SERVICES AGREEMENT
WEBB HOUSE REHABILITATION
(Bid #BSV-2024-005)

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Webb House Rehabilitation (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 #BSV-2024-005;
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
(6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SEVENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS ($72,500.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is ninety (90) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before ninety (90) calendar days following the date of City's written notice to proceed to Contractor.

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

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

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to $1,000.00 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:	For Contractor:
CITY OF COLLEYVILLE, TEXAS By:_____ Jerry Ducay City Manager Date:_____	MGS CORTEX CONSTRUCTION, INC. DBA CORTEX CONSTRUCTION By:_____ Eric Robb President Date: _____
Notice Address: 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:_____	Notice Address: MGS Cortex Construction, Inc. DBA Cortex Construction Attn: Eric Robb, President 1418 W Pipeline Rd #150 Hurst, Texas 76053 E: eric@cortexconstruction.com

GovDox Colleyville Contract ID:
CSA_ED_October 15, 2024_Rev20230112

City of Colleyville Webb House Rehabilitation

ID: BSV-2024-005

Item	Description	Unit	Quantity	Cortex Constructon	Total	Renew Builds LLC	Total	MBC Services LLC	Total
Base Bid									
Base Bid									
1	Mobilization,	LS	1.00	$4,000.00	$4,000.00	$2,688.00	$2,688.00	$22,050.00	$22,050.00
2	Carefully	LS	1.00	$2,500.00	$2,500.00	$2,518.00	$2,518.00	$3,250.00	$3,250.00
3	Remove and	LS	1.00	$2,500.00	$2,500.00	$1,240.00	$1,240.00	$1,950.00	$1,950.00
4	Remove	LS	1.00	$4,000.00	$4,000.00	$3,465.00	$3,465.00	$5,000.00	$5,000.00
5	Remove	LS	1.00	$8,000.00	$8,000.00	$5,576.00	$5,576.00	$8,000.00	$8,000.00
6	Install *Tyvek*	LS	1.00	$1,500.00	$1,500.00	$1,887.00	$1,887.00	$1,625.00	$1,625.00
7	Install custom	LS	1.00	$18,000.00	$18,000.00	$28,402.00	$28,402.00	$71,333.60	$71,333.60
8	Install similar	LS	1.00	$8,000.00	$8,000.00	$7,789.00	$7,789.00	$8,450.00	$8,450.00
9	Install	LS	1.00	$12,000.00	$12,000.00	$21,533.00	$21,533.00	$27,092.00	$27,092.00
10	Prep and paint	LS	1.00	$12,000.00	$12,000.00	$17,185.00	$17,185.00	$20,800.00	$20,800.00
Sub Totals					$72,500.00		$92,283.00		$169,550.60
Grand Total					$72,500.00		$92,283.00		$169,550.60

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1224409

Date Filed:
10/08/2024

Date Acknowledged:

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

MGS Cortex Construction, Inc.
Hurst, 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.

BSV-2024-005
Exterior siding and painting

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. [X]

6 UNSWORN DECLARATION

My name is ERIC ROBB, and my date of birth is 2/2/68.

My address is 2813 Randcedar (street), NRH (city), TX (state), 76180 (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 5 day of OCT (month), 20 24 (year).

ANGELA LARSON
My Notary ID # 133961970
Expires September 15, 2026

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1224409

Date Filed:
10/08/2024

Date Acknowledged:
10/09/2024

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

MGS Cortex Construction, Inc.
Hurst, 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.

BSV-2024-005
Exterior siding and painting

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. [X]

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** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department Engineering

Title
Approval of the Second Amendment to the Construction Services Agreement with Alderink Enterprises, Inc. dba CI Pavement, for the FY2025 Miscellaneous Concrete Repair Project, in an amount not to exceed $682,843.88, and authorizing the City Manager to execute the amendment

Explanation
Reading and Public Hearing

On December 20, 2022, City Council approved Resolution R-22-4797, the On-Call Miscellaneous Concrete Repair Construction Services Agreement for concrete rehabilitation which included up to four additional one (1) year renewals. This will be the second contract renewal.

The FY2025 Capital Improvement Program allocates $1,000,000 for the rehabilitation of streets. Staff anticipates utilizing approximately $500,000 for asphalt street repairs and $500,000 for miscellaneous concrete repairs to include sidewalk, street panel, and ADA ramp replacements.

Financial Impact
Funding is allocated in the Capital Projects Fund

Recommendation
Approve

Attachments
1. Alderink Enterprises, Inc. dba CI Pavement Construction Services Agreement
2. CI Pavement Contract Amendment 2

CONTRACT SERVICES AGREEMENT
FY2023 On-Call Miscellaneous Concrete Repair
Request for Proposals # ENG-2022-007

This Contract Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **Alderink Enterprises, Inc. dba CI Pavement.** (**"**Contractor") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

On an as-needed basis upon notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment and supplies related to City Request for Proposals # ENG-2022-007 for on-call miscellaneous concrete repair services, such services in conformance with the Contract Documents (defined below). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

Section 2. Term of Agreement

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

Section 3. Contract Documents

This Agreement is a part of the "Contract Documents", which include:

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's Request for Proposals # ENG-2022-007;
(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 services.

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. If discrepancies are found that may impact the services, 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 services. 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 services, 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 services.

Section 4. Contractor's Obligations

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

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) Additional Services. 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.

(d) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and 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.

(e) 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 actions. 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.

(f) 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. 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.

(g) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor's performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(h) 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.

(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.

Section 5. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. Notwithstanding any other provision of the Contract Documents, upon City's issuance of a notice to proceed under this Agreement Contractor shall mobilize and begin performance within ten (10) calendar days from the date the notice is issued (unless expressly provided otherwise therein). In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others (including an event of Force Majeure), Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

Section 6. Payment.

(a) Compensation; Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with the fee schedule(s) established in the Contract Documents, subject to changes in the Scope of Services or additional services agreed upon in writing. Contractor acknowledges that the City's total budget for the services is as may be established by the City Council, including through the City's Capital Improvements Program (CIP), each fiscal year. Notwithstanding, Contractor acknowledges that the City's total anticipated budget for the services is an amount not to exceed $600,000.00 during the term hereof, inclusive of anticipated contingencies, including (i) a landscape restoration allowance of $10,000, (ii) an irrigation allowance of $10,000, and (iii) a general construction contingency allowance of $15,000. Contractor further acknowledges that City may select one or more additional contractors to provide the services under this Agreement and that Contractor shall not be entitled to a minimum amount of compensation during the term hereof. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services.

(b) Deductions. 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 other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of 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 City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no

obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 7. **Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within 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 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

(i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, 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. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or

(ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

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

Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 7. Termination; Suspension

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

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

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, 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 by Contractor prior to such termination date.

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

Section 8. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. 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 public works department.

Section 9. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF

INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF 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 FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. 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 SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 10. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page 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 personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

Section 11. Verifications by Contractor

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

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

(b) 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

(c) 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 12. **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, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

For City:

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

Date: 12/29/2022

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street
Colleyville, Texas 76034
E: jducay@colleyville.com

For Contractor:

ALDERINK ENTERPRISES, INC.
d/b/a CI Pavement

By: _____
Rob Alderink, Vice President

Date: 01 / 03 / 2023

Notice Address:

Alderink Enterprises, Inc. dba CI Pavement
Attn: Rob Alderink, Vice President
101 Josephine Ln.
Grand Prairie, Texas 75050
E: rob@cipavement.com

Approved by
Resolution R-22-4797
DEC 20 2022
Colleyville
City Council

SECOND AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

This Second Amendment to Construction Services Agreement ("Second Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **Alderink Enterprises, Inc. dba CI Pavement,** ("Contractor") as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for On-Call Miscellaneous Concrete Repair effective December 20, 2022, ("the Agreement"), and

WHEREAS, City and Contractor previously executed a First Amendment to Contractor Services Agreement effective October 1, 2023 (the "First Amendment"); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

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

1. In conformance with Section 2 of the Agreement, the parties agree to extend the term of the Agreement to include a second renewal term beginning on October 1, 2024 and ending on September 30, 2025.

2. Contractor's compensation during the second renewal term for work authorized by City's written notice(s) to proceed shall not exceed the amounts stated in Exhibit A to this Second Amendment without prior written consent of City, which may be withheld in City's sole discretion.

3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.

4. This Second Amendment shall be deemed effective on October 1, 2024 ("the Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

For City:

CITY OF COLLEYVILLE, TEXAS

By:_____
Jerry Ducay, City Manager

Date: _____

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street
Colleyville, Texas 76034
E: jducay@colleyville.com

For Contractor:

ALDERINK ENTERPRISES, INC.
d/b/a CI Pavement

By:_____
Rob Alderink, Vice President

Date: _____

Notice Address:

Alderink Enterprises, Inc. dba CI Pavement
Attn: Rob Alderink, Vice President
101 Josephine Ln.
Grand Prairie, Texas 75050
E: rob@cipavement.com

CI Pavement
Exhibit A
FY2025 On Call Miscellanous Concrete

				2024 Contract Pricing		2025 Contract Pricing CPI 2.5%	
Item No.	**Description of Work**	**UOM**	**Qty**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
1	Removal of Concrete Sidewalk, including all incidentals	SY	25.00	$35.00	$874.97	$35.87	$896.84
2	Removal of Sidewalk (Exposed Aggregate or Salt Finish), including all incidentals	SY	25.00	$35.00	$874.97	$35.87	$896.84
3	Removal and Replacement of Concrete Sidewalk, including all incidentals	SY	100.00	$11.93	$1,192.55	$12.22	$1,222.36
4	Removal and Replacement of Sidewalk (Exposed Aggregate or Salt Finish), including all incidental	SY	25.00	$135.33	$3,383.25	$138.71	$3,467.83
5	Install Concrete Sidewalk, including all incidentals	SY	1,000.00	$107.33	$107,330.00	$110.01	$110,013.25
6	Install Sidewalk (Exposed Aggregate or Salt Finish), including all incidentals	SY	50.00	$135.33	$6,766.43	$138.71	$6,935.59
7	Remove Ramps, including all incidentals	EA	5.00	$881.45	$4,407.25	$903.49	$4,517.43
8	Removal and Replacement of ADA compliant curb ramp per TXDOT's details and Specifications	EA	5.00	$1,711.05	$8,555.25	$1,753.83	$8,769.13
9	Install ADA compliant curb ramp per TXDOT's details and Specifications, including all incidentals	EA	15.00	$1,711.05	$25,665.75	$1,753.83	$26,307.39
10	Remove Structures: (inlet, headwall, junction box, safety end treatment 6:1), including all incidentals	EA	5.00	$1,037.00	$5,185.00	$1,062.93	$5,314.63
11	Removal and Replacement of Structures: (inlet, headwall, junction box, safety end treatment 6:1), including all incidentals	EA	5.00	$2,903.60	$14,518.00	$2,976.19	$14,880.95
12	Install Structures: (inlet, headwall, junction box, safety end treatment 6:1), including all incidentals	EA	5.00	$2,903.60	$14,518.00	$2,976.19	$14,880.95
13	Removal and Replacement of Concrete Paving, including 8" cement treated base material and all incidentals	SY	1,500.00	$139.81	$209,715.00	$143.31	$214,957.88
14	Removal and Replacement of Concrete Paving using high early concrete achieving at least 70 percent strength with 24 hours, including 8" cement treated base material and all incidentals	SY	100.00	$145.87	$14,587.48	$149.52	$14,952.17
15	Remove Drive Approach and all incidentals	SY	25.00	$35.00	$874.97	$35.87	$896.84
16	Removal and Replacement of Drive Approach, including 2" sand cushion material and all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	50.00	$126.00	$6,299.78	$129.15	$6,457.27
17	Removal and Replace Drive Approach (Exposed Aggregate or Salt Finish), including 2" sand cushion material and all incidentals	SY	10.00	$144.66	$1,446.62	$148.28	$1,482.78
18	Removal and Replace Drive Approach using high early concrete achieving at least 70 percent strength with 24 hours,, including 2" sand cushion material and all incidentals	SY	10.00	$135.33	$1,353.29	$138.71	$1,387.12
19	Removal and Replace Drive Approach (Exposed Aggregate or Salt Finish), using high early concrete achieving at least 70 percent strength with 24 hours, including 2" sand cushion material and all incidentals	SY	10.00	$153.99	$1,539.95	$157.84	$1,578.44
20	Install Drive Approach and including 2" sand cushion material and all incidentals	SY	25.00	$126.00	$3,149.89	$129.15	$3,228.63
21	Remove 6 inch thick Concrete Trail, (8' – 12') including all incidentals	SY	5.00	$35.00	$174.99	$35.87	$179.37
22	Removal and Replacement of 6 inch thick Concrete Trail, (8' – 12') including all incidentals	SY	5.00	$120.86	$604.31	$123.88	$619.42
23	Install 6 inch thick Concrete Trail, (8' – 12') including all incidentals	SY	5.00	$120.86	$604.31	$123.88	$619.42
24	Remove Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMAC transitions	LF	25.00	$11.67	$291.66	$11.96	$298.95
25	Removal and Replacement of Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMAC transitions	LF	500.00	$50.81	$25,406.50	$52.08	$26,041.66

CI Pavement
Exhibit A
FY2025 On Call Miscellanous Concrete

Item No.	Description of Work	UOM	Qty	Unit Price	Total Amount	Unit Price	Total Amount
26	Install Concrete Curb and Gutter with a minimum thickness of 6” reinforced concrete, including 6” of cement treated base material and all incidentals, includes the removal and replacement of HMAC transitions in accordance with City of Colleyville Standards and Specifications	LF	500.00	$61.18	$30,590.00	$62.71	$31,354.75
27	Removal and Replace of Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, including 8" cement treated base material and all incidentals, complete in place in accordance with City of Colleyville Standards and Specifications	SY	5.00	$139.81	$699.04	$143.30	$716.52
28	Install Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, including 8" cement treated base material and all incidentals, complete in place in accordance with City of Colleyville Standards and Specifications	SY	5.00	$139.81	$699.04	$143.30	$716.52
29	Removal and Replacement of Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, using high early concrete achieving at least 70 percent strength with 24 hours, including 8" cement treated base material and all incidentals, complete in place	SY	5.00	$149.14	$745.71	$152.87	$764.35
30	Install Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, using high early concrete achieving at least 70 percent strength with 24 hours, including 8" cement treated base material and all incidentals	SY	5.00	$149.14	$745.71	$152.87	$764.35
31	Removal and Replacement of miscellaneous concrete for Public Utilities Pads	SY	100.00	$135.33	$13,532.85	$138.71	$13,871.17
32	Install miscellaneous concrete for Public Utilities Pads	SY	50.00	$135.33	$6,766.43	$138.71	$6,935.59
33	Remove 18” RCP including all incidentals and backfill	LF	20.00	$181.48	$3,629.50	$186.01	$3,720.24
34	Removal and Replacement of 18” RCP including all incidentals and backfill, in accordance with City of Colleyville Standards and Specifications	LF	20.00	$492.58	$9,851.50	$504.89	$10,097.79
35	Install 18” RCP including all incidentals and backfill	LF	20.00	$492.58	$9,851.50	$504.89	$10,097.79
36	Remove 24” RCP including all incidentals and backfill, in accordance with City of Colleyville Standards and Specifications	LF	20.00	$191.85	$3,836.90	$196.64	$3,932.82
37	Removal and Replacement of 24” RCP including all incidentals and backfill	LF	20.00	$570.35	$11,407.00	$584.61	$11,692.18
38	Install 24” RCP including all incidentals and backfill	LF	20.00	$570.35	$11,407.00	$584.61	$11,692.18
39	Furnish and install matching sod and approved top soil on disturbed areas as needed and level with existing sod, complete and in place	SY	1,000.00	$56.00	$55,998.00	$57.40	$57,397.95
40	Traffic Control (Arterial and Collector)	EA	10.00	$1,296.25	$12,962.50	$1,328.66	$13,286.56
41	Landscape Restoration Allowance	LS	1.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
42	Irrigationn Allowance	LS	1.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
43	Owner's Contingency	LS	1.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
TOTAL							$682,843.88

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4e **Agenda Date** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department Engineering

Title
Approval of a Second Amendment to the Construction Services Agreement with The Lawn Firm, Inc., for the FY2025 Tree Trimming Contract, in an amount not to exceed $75,000, and authorizing the City Manager to execute the amendment

Explanation
Reading and Public Hearing

On December 19, 2023, City Council approved Resolution R-23-4904, the On-Call Tree Trimming Construction Services Agreement which included up to four additional one (1) year renewals. This will be the initial contract renewal.

The FY2025 Capital Improvement Program allocates $75,000 for parkway tree removal and replacement along creeks, arterial and collector roads. There are sufficient quantities of work items identified by staff for the contractor to perform tree trimming and stump grinding throughout the City.

Financial Impact
Funding is allocated in the Capital Projects Fund

Recommendation
Approve

Attachments
1. The Lawn Firm, Inc. Construction Services Agreement
2. First Renewal - Amendment 2

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

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

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Contract Documents

(a) This Agreement is a part of the "Contract Documents", which include:

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

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

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

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

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

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

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

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

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

Section 6. Performance Schedule

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

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

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

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

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

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

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

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

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

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

(1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

(2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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

Section 14. Miscellaneous

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

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

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

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

For City:	For Contractor:
CITY OF COLLEYVILLE, TEXAS By:_____ Jerry Ducay City Manager Date: 12/19/2023	THE LAWN FIRM, INC. By:_____ Thomas M. Monks Owner Date: 12.27.23
Notice Address: City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: Christine Loven Christine Loven City Secretary Date: 12/21/23	Notice Address: The Lawn Firm, INC. Attn: Thomas M. Monks, Owner 1603 Hall - Johnson Road, Colleyville, TX, USA Colleyville, Texas 76034 E: {notice.email}

GovDox Colleyville Contract ID:
CSA_ED_December 19, 2023_Rev20230112

Approved by
R-23-4904
DEC 19 2023
Colleyville
City Council

SECOND AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This Second Amendment to Construction Services Agreement ("Second Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **The Lawn Firm, Inc,** ("Contractor") as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for On-Call Tree Trimming Services effective December 20, 2023, ("the Agreement"), and

WHEREAS, City and Contractor previously executed a First Amendment to Contractor Services Agreement effective August 20, 2024 (the "First Amendment"); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

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

1. In conformance with Section 2 of the Agreement, the parties agree to extend the term of the Agreement to include an initial renewal term beginning on October 1, 2024 and ending on September 30, 2025.

2. Contractor's compensation during the first renewal term for work authorized by City's written notice(s) to proceed shall be awarded pursuant to the rates stated in Exhibit A to this Second Amendment and shall not exceed $75,000 for FY25, for a total not to exceed amount for the Agreement of One Hundred Sixty Thousand Dollars ($160,000.00), without prior written consent of City, which may be withheld in City's sole discretion.

3. The provisions of the Agreement remain in full force and effect, except as expressly amended herein.

4. This Second Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor ("the Effective Date").

[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:	For Contractor:
CITY OF COLLEYVILLE, TEXAS By:_____ Jerry Ducay City Manager Date:_____	THE LAWN FIRM, INC. By:_____ Thomas M. Monks Owner Date: _____
Notice Address: City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com	Notice Address: The Lawn Firm, Inc. Attn: Thomas M. Monks, Owner 1603 Hall - Johnson Road, Colleyville, TX, Colleyville, Texas 76034

FY2025 Tree Trimming Annual Contract

Exhibit A Unit Price

Item	Description	Unit	Qty	FY2024 Unit Price	FY2025 Unit Price
1	Tree removal along creeks	Per Hour	100	$170.00	$174.25
2	Tree trimming along creeks	Per Hour	100	$170.00	$174.25
3	Stump grinding	Per Hour	100	$75.00	$76.86
4	Tree removal along rights of way	Per Hour	100	$180.00	$184.50
5	Tree trimming along rights of way	Per Hour	100	$180.00	$184.50
6	Tree removal along the Cotton Belt Trail	Per Hour	100	$170.00	$174.25
7	Tree trimming along the Cotton Belt Trail	Per Hour	100	$170.00	$174.25
8	Tree removal within City Parks	Per Hour	100	$170.00	$174.25
9	Tree trimming within City Parks	Per Hour	100	$170.00	$174.25
10	Emergency response services	Per Hour	100	$250.00	$256.25

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4f **Agenda Date** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department Engineering

Title
Approval of the third one-year renewal term with Stripe-A-Zone, LLC, for the FY2025 Miscellaneous Pavement Marking Construction Services Agreement in an amount not to exceed $150,000, and authorizing the City Manager to execute the renewal

Explanation
Reading and Public Hearing

On March 22, 2022, City Council approved Resolution R-22-4705, a Construction Services Agreement with Stripe-A-Zone, LLC to provide pavement marking services which include up to four additional one-year renewals. This will be the third contract renewal.

The FY2025 Capital Improvement Program allocates $150,000 for miscellaneous pavement marking. The Pavement Marking Program targets the rehabilitation of existing pavement markings throughout the street system, such as lane lines, railroad crossings, crosswalks, school zones, and City-owned parking facilities.

Stripe-A-Zone, LLC has performed pavement marking services for Colleyville since 2013.

Financial Impact
The funding source for the project is the Capital Projects Fund.

Recommendation
Approve

Attachments
1. Stripe-A-Zone, LLC Construction Services Agreement
2. Costructions Services Agreement Amendment 3

CONSTRUCTION SERVICES AGREEMENT
FY2022 Miscellaneous Annual Pavement Marking

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Stripe-A-Zone, ~~Inc.~~** LLC, a Texas Corporation, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), 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 related to the Colleyville FY2022 Miscellaneous Annual Pavement Marking Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The initial term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until (i) September 30, 2022 ("Initial Term") or (ii) the date CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by CITY, unless sooner terminated as provided in Section 9, below. City and CONTRACTOR may, upon mutual written agreement, extend this Agreement for up to four (4) additional one year renewal terms (each a "Renewal Term" and collectively the "Term").

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 Specifications and Contract Documents for the Project contained in the City of Grand Prairie's Invitation for Bid # 21116 ("Bid Packet");
3) The current amendment to price agreement between CONTRACTOR and the City of Grand Prairie dated August 4, 2021, (the parties agree that the prices contained therein shall not be increased during the Term of this Agreement);
4) CITY'S written notice(s) to proceed to the CONTRACTOR;
5) Properly authorized change orders;
6) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
7) 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. If

discrepancies are found that may impact construction of 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. <u>Contractor Obligations</u>

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. 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.

B. 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.

C. 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 work covered by the Scope of Services. Unless otherwise specified, 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 words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings 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. Otherwise the term "extra work" 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 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 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. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. <u>Payment</u>

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed ONE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS ($150,000) ("Contract Price") during the Initial Term, subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. 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 other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of 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 or adjusted by CONTRACTOR.

C. 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 surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

D. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the CITY shall have no obligation or liability to pay any amount due under this Agreement unless the CITY appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the CITY will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to CONTRACTOR during the ensuing fiscal year. CITY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the CONTRACTOR. None of the CITY's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 6. Responsibilities

A. 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. 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.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and 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.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. <u>Time for Performance</u>

A. 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. CONTRACTOR shall complete all services in conformance with the schedule(s) set forth in CITY's written notice(s) to proceed issued to CONTRACTOR under this Agreement.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. 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.

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the time stated in CITY's written notice(s) to proceed for the completion of the work requested therein (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 $1,000 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.

Section 8. <u>Ownership of Project; Bill of Sale</u>

A. CONTRACTOR warrants that title to all work, 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 Work 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. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to 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.

Section 9. Default; Termination; Abandonment

A. Default by Contractor. 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 without prejudice to any other right or remedy:

(1) Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all services determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of 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 the expense of CONTRACTOR.

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 this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, 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 by CONTRACTOR 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. 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.

(1) In the event a surety fails to comply with CITY's written notice for completion provided for herein, within ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

a. 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 said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of 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 said 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 shall pay the amount of such excess to the CITY; or

b. 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 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 shall be credited therewith.

Section 10. **<u>Insurance</u>**

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $2,000,000.00 per occurrence and $4,000,000.00 aggregate for injury to persons (including death), and for property damage; and

(2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage; and

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00.

B. All insurance and certificate(s) of insurance shall:

(1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and

(2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. CONTRACTOR shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

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 OFFICERS, AGENTS AND EMPLOYEES (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 NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. 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 NEGLIGENT 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 FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, 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). 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. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising o 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. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws; Venue

CONTRACTOR shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. 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 court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 14. Agreement Amendments

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. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 15. Severability

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.

Section 16. Independent Contractor

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. 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.

Section 17. Right-Of-Access

CITY will obtain or furnish right-of-access to the Project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. 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.

Section 18. Counterparts

This Agreement may be executed by the parties hereto 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 hereto.

Section 19. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 20. Survival of Obligations.

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.

Section 21. Notice

All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by: (i) courier with signed receipt of delivery; (ii) overnight mail by reputable overnight delivery service; (iii), certified mail, postage prepaid, return receipt requested; (iv) confirmed electronic mail; or (v) by hand delivery with signed receipt of delivery:

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main Street Colleyville, Texas 76034
If to CONTRACTOR:	Stripe-A-Zone, ~~Inc.~~ LLC. Attn: John Johnson VP of Finance 2714 Sherman Street Grand Prairie, Texas -750511082

Section 22. 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 23. Texas Government Code Verifications

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

(1) 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;

(2) 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

(3) 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.

[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 date of last execution hereof (the "Effective Date").

FOR CITY:

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

Date: March 22, 2022

FOR CONTRACTOR:

Stripe-A-Zone, Inc.

By: _____
John Johnson, VP of Finance

Date: 03/25/2022

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

Approved by
MAR 22 2022
Colleyville
City Council
R-22-4705

THIRD AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This Third Amendment to Contractor Services Agreement for pavement marking services ("Third Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **Stripe-A-Zone, LLC,** ("Contractor") as of the Effective Date.

WHEREAS, the parties desire to further amend that Certain Contractor Services Agreement for pavement marking services, effective March 22, 2022, ("the Agreement"); as previously amended on October 1, 2022 ("First Amendment"); and October 17, 2023 ("Second Amendment"); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

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

1. The parties agree to extend the term of the Agreement to include a third renewal term beginning on October 1, 2024 and ending on September 30, 2025.

2. **Exhibit C** of the Agreement is hereby amended and restated to incorporate the payment schedule for the third renewal term, effective as of October 1, 2024, a true and correct copy of which is attached hereto and incorporated herein as **Exhibit A** to this Third Amendment.

3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.

4. This Third Amendment shall be deemed effective as of October 1, 2024 ("the Effective Date").

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

For City:

CITY OF COLLEYVILLE, TEXAS

By:_____
Jerry Ducay
City Manager

Date: _____

Notice Address:

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

For Contractor:

STRIPE-A-ZONE INC.

By:_____
John Johnson
VP of Finance

Date: _____

Notice Address:

Stripe-A-Zone, Inc.
Attn: John Johnson, VP of Finance
2714 Sherman Street
Grand Prairie, TX 75051-1082
E: jjohnson@stripe-a-zone.com

ATTEST:

By:_____
Christine Loven
City Secretary

EXHIBIT A

Third Amendment to Professional Services Agreement
Amended and Restated Exhibit C (Payment Schedule)

(attached)

Exhibit C

CITY OF GRAND PRAIRIE ANNUAL CONTRACT RFB 21116

			Contract Term thru 7/31/22		Renewal #1 thru 7/31/23		Renewal #2 thru 7/31/24		Renewal #3 thru 7/31/25	
ITEM ID	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended price	Unit Price	Extended price	Unit Price	Extended price
666 2003--REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	30000	LF	$ 0.55	$16,500.00	$ 0.60	$ 18,000.00	$ 0.65	$ 19,500.00	$ 0.65	$ 19,500.00
666 2012--REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	30000	LF	$ 0.55	$16,500.00	$ 0.60	$ 18,000.00	$ 0.65	$ 19,500.00	$ 0.65	$ 19,500.00
666 6018--REFL PAV MRK TY I (W)6"(DOT)(100MIL)	30000	LF	$ 0.69	$20,700.00	$ 0.75	$ 22,500.00	$ 0.82	$ 24,600.00	$ 0.82	$ 24,600.00
666 2021--TY I W 6" LNDP	30000	LF	$ 0.69	$20,700.00	$ 0.75	$ 22,500.00	$ 0.82	$ 24,600.00	$ 0.82	$ 24,600.00
666 6027--REFL PAV MRK TY I (W)8"(BRK)(100MIL)	15000	LF	$ 0.71	$10,650.00	$ 0.77	$ 11,550.00	$ 0.84	$ 12,600.00	$ 0.84	$ 12,600.00
666 6036--REFL PAV MRK TY I (W)8"(SLD)(100MIL)	15000	LF	$ 1.00	$15,000.00	$ 1.09	$ 16,350.00	$ 1.19	$ 17,850.00	$ 1.19	$ 17,850.00
666 6039--REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	15000	LF	$ 1.11	$16,650.00	$ 1.21	$ 18,150.00	$ 1.32	$ 19,800.00	$ 1.32	$ 19,800.00
666 6042--REFL PAV MRK TY I (W)12"(SLD)(100MIL)	7500	LF	$ 5.00	$37,500.00	$ 5.45	$ 40,875.00	$ 5.94	$ 44,550.00	$ 5.94	$ 44,550.00
666 6048--REFL PAV MRK TY I (W)24"(SLD)(100MIL)	7500	LF	$ 6.00	$45,000.00	$ 6.54	$ 49,050.00	$ 7.13	$ 53,475.00	$ 7.13	$ 53,475.00
666 6054--REFL PAV MRK TY I (W)(ARROW)(100MIL)	108	EACH	$ 110.00	$11,880.00	$ 119.90	$ 12,949.20	$ 130.69	$ 14,114.52	$ 130.69	$ 14,114.52
666 6057--REFL PAV MRK TY I(W)(DBL ARROW)(100MIL	30	EACH	$ 110.00	$3,300.00	$ 119.90	$ 3,597.00	$ 130.69	$ 3,920.70	$ 130.69	$ 3,920.00
666 6078--REFL PAV MRK TY I (W)(WORD)(100MIL)	30	EACH	$ 110.00	$3,300.00	$ 119.90	$ 3,597.00	$ 130.69	$ 3,920.70	$ 130.69	$ 3,920.00
666 6093--REFL PAV MRK TY I (W)(RR XING)(100MIL)	30	EACH	$ 310.00	$9,300.00	$ 337.90	$ 10,137.00	$ 368.31	$ 11,049.30	$ 368.31	$ 11,049.30
666 2111--REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	60000	LF	$ 0.55	$33,000.00	$ 0.60	$ 36,000.00	$ 0.65	$ 39,000.00	$ 0.65	$ 39,000.00
666 6167--REFL PAV MRK TY II (W) 4" (BRK)	30000	LF	$ 0.25	$7,500.00	$ 0.27	$ 8,100.00	$ 0.30	$ 9,000.00	$ 0.30	$ 9,000.00
666 6170--REFL PAV MRK TY II (W) 4" (SLD)	15000	LF	$ 0.25	$3,750.00	$ 0.27	$ 4,050.00	$ 0.30	$ 4,500.00	$ 0.30	$ 4,500.00
666 6171--REFL PAV MRK TY II (W) 6" (BRK)	30000	LF	$ 0.29	$8,700.00	$ 0.32	$ 9,600.00	$ 0.34	$ 10,200.00	$ 0.34	$ 10,200.00
666 6174--REFL PAV MRK TY II (W) 6" (SLD)	15000	LF	$ 0.29	$4,350.00	$ 0.32	$ 4,800.00	$ 0.34	$ 5,100.00	$ 0.34	$ 5,100.00
666 6175--REFL PAV MRK TY II (W) 8" (BRK)	15000	LF	$ 0.29	$4,350.00	$ 0.32	$ 4,800.00	$ 0.34	$ 5,100.00	$ 0.34	$ 5,100.00
666 6178--REFL PAV MRK TY II (W) 8" (SLD)	15000	LF	$ 1.00	$15,000.00	$ 1.09	$ 16,350.00	$ 1.19	$ 17,850.00	$ 1.19	$ 17,850.00
666 6180--REFL PAV MRK TY II (W) 12" (SLD)	7500	LF	$ 0.72	$5,400.00	$ 0.78	$ 5,850.00	$ 0.86	$ 6,450.00	$ 0.86	$ 6,450.00
666 6182--REFL PAV MRK TY II (W) 24" (SLD)	7500	LF	$ 1.01	$7,575.00	$ 1.10	$ 8,250.00	$ 1.20	$ 9,000.00	$ 1.20	$ 9,000.00
666 6184--REFL PAV MRK TY II (W) (ARROW)	108	EACH	$ 36.00	$3,888.00	$ 39.24	$ 4,237.92	$ 42.77	$ 4,619.16	$ 42.77	$ 4,619.16
666 6185--REFL PAV MRK TY II (W) (DBL ARROW)	30	EACH	$ 36.00	$1,080.00	$ 39.24	$ 1,177.20	$ 42.77	$ 1,283.10	$ 42.77	$ 1,283.10
666 6192--REFL PAV MRK TY II (W) (WORD)	30	EACH	$ 36.00	$1,080.00	$ 39.24	$ 1,177.20	$ 42.77	$ 1,283.10	$ 42.77	$ 1,283.10
666 6196--REFL PAV MRK TY II (W) (RR XING)	30	EACH	$ 36.00	$1,080.00	$ 39.24	$ 1,177.20	$ 42.77	$ 1,283.10	$ 42.77	$ 1,283.10
666 6207--REFL PAV MRK TY II (Y) 4" (SLD)	60000	LF	$ 0.25	$15,000.00	$ 0.27	$ 16,200.00	$ 0.29	$ 17,400.00	$ 0.29	$ 17,400.00
672 6006--REFL PAV MRKR TY I-A	3000	EACH	$ 2.50	$7,500.00	$ 2.73	$ 8,190.00	$ 2.98	$ 8,940.00	$ 2.98	$ 8,940.00
672 6007--REFL PAV MRKR TY I-C	3000	EACH	$ 2.50	$7,500.00	$ 2.73	$ 8,190.00	$ 2.98	$ 8,940.00	$ 2.98	$ 8,940.00
672 6009--REFL PAV MRKR TY II-A-A	3000	EACH	$ 6.00	$18,000.00	$ 6.54	$ 8,190.00	$ 7.13	$ 21,390.00	$ 7.13	$ 21,390.00
672 6010--REFL PAV MRKR TY II-C-R	3000	EACH	$ 6.00	$18,000.00	$ 6.54	$ 19,620.00	$ 7.13	$ 21,390.00	$ 7.13	$ 21,390.00
677 6001--ELIM EXT PAV MRK & MRKS (4")	30000	LF	$ 0.49	$14,700.00	$ 0.53	$ 15,900.00	$ 0.58	$ 17,400.00	$ 0.58	$ 17,400.00
677 6002--ELIM EXT PAV MRK & MRKS (6")	30000	LF	$ 0.49	$14,700.00	$ 0.53	$ 15,900.00	$ 0.58	$ 17,400.00	$ 0.58	$ 17,400.00
677 6003--ELIM EXT PAV MRK & MRKS (8")	15000	LF	$ 0.54	$8,100.00	$ 0.59	$ 8,850.00	$ 0.64	$ 9,600.00	$ 0.64	$ 9,600.00
677 6005--ELIM EXT PAV MRK & MRKS (12")	7500	LF	$ 0.84	$6,300.00	$ 0.92	$ 6,900.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00
677 6007--ELIM EXT PAV MRK & MRKS (24")	7500	LF	$ 1.70	$12,750.00	$ 1.85	$ 13,875.00	$ 2.02	$ 15,150.00	$ 2.02	$ 15,150.00
677 6008--ELIM EXT PAV MRK & MRKS (ARROW)	108	EACH	$ 23.00	$2,484.00	$ 25.07	$ 2,707.56	$ 27.33	$ 2,951.64	$ 27.33	$ 2,951.64
677 6012--ELIM EXT PAV MRK & MRKS (WORD)	30	EACH	$ 27.00	$810.00	$ 29.43	$ 882.90	$ 32.08	$ 962.40	$ 32.08	$ 962.40
677 6016--ELIM EXT PAV MRK & MRKS (RR XING)	30	EACH	$ 40.00	$1,200.00	$ 43.60	$ 1,308.00	$ 47.52	$ 1,425.60	$ 47.52	$ 1,425.60
677 2021--ELIM EXT (RAISED PAVEMENT MARKERS)	6000	EACH	$ 1.00	$6,000.00	$ 1.09	$ 6,540.00	$ 1.19	$ 7,140.00	$ 1.19	$ 7,140.00
678 6001--PAV SURF PREP FOR MRK (4")	30000	LF	$ 0.30	$9,000.00	$ 0.33	$ 9,900.00	$ 0.36	$ 10,800.00	$ 0.36	$ 10,800.00
678 6002--PAV SURF PREP FOR MRK (6")	30000	LF	$ 0.30	$9,000.00	$ 0.33	$ 9,900.00	$ 0.36	$ 10,800.00	$ 0.36	$ 10,800.00
678 6004--PAV SURF PREP FOR MRK (8")	15000	LF	$ 0.30	$4,500.00	$ 0.33	$ 4,950.00	$ 0.36	$ 5,400.00	$ 0.36	$ 5,400.00
678 6006--PAV SURF PREP FOR MRK (12")	15000	LF	$ 0.30	$4,500.00	$ 0.33	$ 4,950.00	$ 0.36	$ 5,400.00	$ 0.36	$ 5,400.00
678 6008--PAV SURF PREP FOR MRK (24")	7500	LF	$ 0.30	$2,250.00	$ 0.33	$ 2,475.00	$ 0.36	$ 2,700.00	$ 0.36	$ 2,700.00
678 6009--PAV SURF PREP FOR MRK (ARROW)	108	EACH	$ 16.00	$1,728.00	$ 17.44	$ 1,883.52	$ 19.01	$ 2,053.08	$ 19.01	$ 2,053.08
678 6010--PAV SURF PREP FOR MRK (DBL ARROW)	30	EACH	$ 16.00	$480.00	$ 17.44	$ 523.20	$ 19.01	$ 570.30	$ 19.01	$ 570.30
678 6016--PAV SURF PREP FOR MRK (WORD)	30	EACH	$ 19.00	$570.00	$ 20.71	$ 621.30	$ 22.57	$ 677.10	$ 22.57	$ 677.10
678 6020--PAV SURF PREP FOR MRK (RR XING)	30	EACH	$ 36.00	$1,080.00	$ 39.24	$ 1,177.20	$ 42.77	$ 1,283.10	$ 42.77	$ 1,283.10
TOTAL				**$489,885.00**		**$ 533,888.40**		**$ 584,307.96**		**$ 584,307.96**

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4g **Agenda Date** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department Engineering

Title
Approval of an amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project to modify the drainage design for Phase 2, in an amount not to exceed $34,480.00, and authorizing the City Manager to execute the amendment

Explanation
Reading and Public Hearing

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with MAS Consulting Engineers, by $34,480.00, for the purpose of modifying the drainage design for Phase 2.

Financial Impact
The Capital Drainage Fund is the designated funding source for this project. Prior to this amendment, the cost for the design of Water Project 18: Pecan Park Water and Drainage Improvements Project was $236,750.00. If approved, this would increase the design contract by $34,480.00, for a total not to exceed design cost of $271,230.00

Recommendation
Approve

Attachments
1. 1 - MAS Consulting Engineers Professional Services Agreement
2. 2 - Contract Amendment 1 (1)
3. 3 - Contract Amendment 2
4. 4 - Contract Amendment 3 (1)

PROFESSIONAL SERVICES AGREEMENT
Water Project No. 18: Pecan Park Water and Drainage Improvements

This Professional Services Agreement ("Agreement") is made by and between the City of Colleyville ("City"), and MAS Consulting Engineers ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by City, Professional agrees to provide to City the professional services for the Water Project No. 18: Pecan Park Water and Drainage Improvements ("Project"), as set forth in the Scope of Services and drawings attached hereto as Exhibits "A" and "C", respectively, which are incorporated herein by reference (the "Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional 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 Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. <u>Payment</u>

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "B," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "B", which shall not exceed ONE HUNDRED AND SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS ($168,000). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. <u>Responsibilities</u>

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. <u>Time for Performance</u>

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. <u>Documents</u>

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other

data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

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

C. Termination for Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. 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 Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. 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 the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City ("the Effective Date").

Section 18. Agreement Amendments

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. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability.

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.

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City:	Jerry Ducay, City Manager City of Colleyville 100 Main Street Colleyville, Texas 75077
With copy to:	Whitt L. Wyatt City Attorney's Office 100 Main Street, 3rd Floor Colleyville, Texas 76034
If to Professional:	Angel Sanchez, P.E. President MAS Consulting Engineers 2702 SE Loop 820 Fort Worth, Texas 76140

Section 23. Counterparts.

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.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

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.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

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.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

(Signature page to follow)

EXECUTED on November 1, 2021.

Approved by

NOV 01 2021

Colleyville
City Council

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Duggay, City Manager

APPROVED AS TO FORM:

By: _____
Whitt L. Wyatt, City Attorney
Staff:LFG:Date:09/23/2021

EXECUTED on November 3, 2021.

MAS CONSULTING ENGINEERS

By: _____
Angel Sanchez, P.E.
President

EXHIBIT "A"
Water Project No. 18: Pecan Park Water and Drainage Improvements
SCOPE OF SERVICES

(attached)

May 13, 2021

Mr. Ray Silva-Reyes
City of Colleyville
100 Main Street
Colleyville, TX 76034

REFERENCE: Ponderosa Area Water Line and Drainage Improvements

Dear Mr. Silva-Reyes:

MAS Consulting Engineers (MAS) is pleased to offer Professional Engineering Services for the above referenced project. The attached Professional Engineering Services Contract includes the Scope of Services as presented in Exhibit A and is based on our recent conversations and includes compensation for said work in Exhibit B.

We appreciate the opportunity to provide the described services to the City of Colleyville and look forward to working with you and your staff. If you have any questions or if we may be of further assistance, feel free to call me at **817.708.2422.**

Respectfully Submitted,

M. Angel Sanchez, P.E.
Principal

Exhibit A
Scope of Services
City of Colleyville, Texas
Ponderosa Area
Water Line and Drainage Improvements

Exhibit B to Agreement between the City of Colleyville (*Client*) and *MAS* Consulting Engineers, LLC (Consultant)

The City of Colleyville desires to improve water lines serving the Pecan Estates Addition as well as to alleviate drainage problems in the neighborhood. The City of Colleyville Water and Wastewater Master Plan recommends replacing the subject existing and 6-Inch water lines with 8-inch diameter water lines. In addition, the residences in the area have experienced flooding along the drainage route from Park Court to State Highway 26. This proposal includes improvements to the drainage appurtenances and roadways to alleviate flooding in the area. Refer to table below for a schedule of proposed improvements included in this scope of services.

Street Name/Location	Start	End	Length (ft)	Existing Pipe Size (in)	Proposed Pipe Size (in)
Water Line Improvements					
Ponderosa Street	Hardage Lane	Tinker Road	3300	6	8
Park Court	Ponderosa Street	Cul-De-Sac	580	6	8
Ronna Court	Ponderosa Street	Cul-De-Sac	310	6	8
Ponderosa Court	Ponderosa Street	Cul-De-Sac	130	6	8
Hardage Lane	Grapevine Highway	1313 Hardage Lane	1190	6	8
Drainage Improvements					
Existing 10' Drainage Easement (Unimproved)	6004 Park Court	6009 Ronna Court	430	---	---
Ronna Court	6009 Ronna Court	Ponderosa Street	200	---	---
Ponderosa Street	Ronna Court	Down Stream Drainage Easement	250	---	---
Partially Improved 10' Drainage Easement	Ponderosa Street	Grapevine Highway	530	---	---

Existing Conditions:

Existing water lines serving the area are typically located in the parkway, approximately 4 feet behind the back of curb, on the south or west sides of the roadway. Located over or near the existing water line alignments are many masonry mailboxes, landscaping, retaining walls, large established trees, driveway approaches and sidewalks.

Based on resent conversations and a preliminary **drainage** analysis, MAS understands that capacity of the roadway and drainage appurtenances serving the area are not adequate to convey stormwater for intense storm events. Drainage analysis and design are included in this scope of services.

Proposed Improvements:

Water Lines: The proposed improvements include upsizing of existing water lines to 8-inches in diameter. The proposed water lines will be located beneath the roadway pavement, abandoning the existing water lines in place for all asphalt streets. Existing water lines in the Right-of-Way adjacent to concrete roadways will be removed and replaced in the same trench, typically 4 feet behind the back of curb.

Drainage: Based on conversations with city staff, residents in the subject area, and a preliminary drainage analysis prepared for this scope of services, MAS understands that existing drainage appurtenances and roadways do not have the capacity to convey runoff for rainfall events greater that the 1-year storm event. MAS prepared a preliminary drainage area map with computations to better understand the severity of the drainage issues impacting this neighborhood. The proposed drainage improvements include the installation of a storm sewer in combination with various surface drainage improvements from State Highway 26 to Park Court. Refer to exhibit C2 for the preliminary drainage plan depicting the proposed drainage improvements required to bring the drainage capacity to current city standards.

The Preliminary Opinion of Probable Construction Cost is $ 2,550,000.

TASK 1: BASIC SERVICES: SURVEY

A. TOPOGRAPHIC SURVEY

- **Surface features including:** Driveway approaches, mailboxes, landscaping features, sidewalks, swales etc.
- **Incremental pavement sections** showing back of curb, gutter lines, edge of pavement, top of pavement, and parkway grades, etc.
- Elevations of **accessible subsurface utilities**, (i.e., manholes, inlets, junction boxes, water valves, etc.) within the existing Right-of-Way.
- **Locating existing trees** 4" and larger within the Right-of-Way and trees larger than 6" in diameter within 5' of apparent Right-of-Way.
- Topographic data referenced to **NAD 83, Texas North Central Zone, NAVD 88**
- **Contours** of the topography within the area described above.
- Apparent **Right-of-Way limits** based on property pins found and available boundary information.
- Preparation of **Right of Entry** documents.

Not included in this item:

- Location of irrigation control valves, heads, or appurtenances.

TASK 2 BASIC SERVICES: ENGINEERING

A. PROJECT MANAGEMENT, COORDINATION & DATA COLLECTION:

1. Manage the Team:

- **Lead, manage and direct design team activities**
- Ensure **quality control** is practiced in performance of the work
- **Allocate team resources**

2. Communications and Reporting:

- **Attend a project kickoff meeting with the *CLIENT*'s staff** to confirm and clarify scope, understand the *CLIENT's* objectives, and ensure economical and functional conceptual designs will meet the *CLIENT's* requirements
- **Conduct review meetings** with the *CLIENT* with each submittal
- **Prepare and submit monthly invoices** in the format acceptable to the *CLIENT*
- **Prepare and submit monthly progress reports**
- **Attend constructability review meeting** with *CLIENT's* staff after the preliminary submittal.

3. Data Collection:

- **CONSULTANT will perform field visits** to observe and analyze existing conditions
- ***CLIENT* to provide** the City of Colleyville **available "as-built"** plats, easements, GIS information, and related studies
- In addition to data obtained from the *CLIENT*, **CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the *CLIENT* that may influence the project**
- **The CONSULTANT will identify and seek to obtain data for existing conditions that may impact the project including but not limited to: utilities, Master Plans, and property ownership as available from the Tax Assessor's office**

B. Construction Plans for Water Line Improvements: MAS will prepare and submit Preliminary (30%) and Pre-Final (90%) for review by the CLIENT followed by Final Construction Plans for Bidding Purposes:

- Cover sheet (one)
- Site Locations Map with Horizontal and Vertical Control Plan (one)
- General Notes Sheets (one)
- Quantities Sheet (one)
- Water plan sheets (eight)
    - Water crossing profiles (two)

- Storm Drain Improvements
  - Drainage Area Map Existing and Proposed (two)
  - Drainage Computations(one)
  - Storm Drain Improvements (four)
- Phasing Plan (one)
- Erosion Control Plan (two)
- Project Specific special detail sheets (as required)

Construction Specifications and Project Coordination

1. Specifications and special provisions
2. Submit 30%, 90% and Final Construction drawings
3. Submit Engineer's Opinion of Probable Construction Cost with the 90% and Final Construction Plan Submittals to *CLIENT* for review
4. Attend one meeting per submittal with *CLIENT* to discuss comments
5. Revise plans and specifications as appropriate
6. Finalize construction documents and Opinion of Probable Construction Cost
7. Submit a PDF copy of final drawings and specifications with Opinion of Probable Construction Cost to *CLIENT* for review
8. Attend meeting with *CLIENT* to discuss comments
9. Revise drawings and specifications as appropriate
10. Supply construction plans to the *CLIENT* for franchise utility coordination.

C. ***BID PHASE SERVICES:*** During the Bid Phase, **MAS** will be available to provide coordination as required with prospective bidders. After the bid opening, Bid Tabulation of the bids received will be provided to the *CLIENT*. A written letter **showing bid results** and a **feedback summary** of the lowest bidder's references will be provided to the *CLIENT*.

***MAS* will:**

- Provide a PDF set of drawings and specifications for bidding and construction
- Attend **pre-bid conference**
- Attend bid opening, prepare bid tabulation, verify the contractor's references and provide letter of findings
- Provide a **letter identifying the lowest bidder**, and if appropriate, identify best value contractor
- Attend pre-construction conference

D. ***CONSTRUCTION ADMINISTRATION:*** Construction administration (not daily representation) is included. This includes responding to submittals and requests for information (RFI's), reviewing pay requests and producing record drawings in AutoCAD, DWG and PDF formats). Throughout the project, periodic e-mail progress reports and updates will be submitted.

***MAS* will:**

- **Respond to material submittals and requests for information (RFI's)**
- Attend **Substantial Completion Walk-Through**
- Attend and **document final inspection**
- **Produce record drawings** in DWG and PDF formats (based on *CLIENT* Inspector and/or Contractor Redlines).

This shall not be construed as performing continuous construction inspection. *MAS* will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- ***MAS* shall not** at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall ***MAS*** have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- ***MAS* neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure** to furnish and perform the Work in accordance with the Contract Documents.
- ***MAS* shall not provide or have any responsibility for surety bonding or insurance-related advice**, recommendations, counseling, nor research, or enforcement of construction insurance or surety bonding requirements.
- ***MAS* shall not be responsible for the errors or omissions of the Contractor** or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site**, *MAS's* employees and representatives shall comply with the specific applicable requirements of the Contractor's and *CLIENT's* safety programs of which *MAS* has been informed in writing.**

Special Services:

- **Easement Preparation:** The consultant will prepare exhibits for proposed easements.
- **Subsurface Utility Engineering Services (Level A):** The consultant will obtain SUE Level A and observed using GPS equipment.

The Client will provide the following:

- Right of entry letter template
- Electronic samples of Notice to Bidders, Instructions to Bidders, Proposal, Contract, General Provisions, Special Provisions, Wage Rates, Maintenance Bond, Performance Bond, Payment Bond, and other items typically used by *CLIENT* for bidding
- Electronic samples of City standard details for paving, drainage, water, and sewer
- Advertisement

- Bidding, except as included above

The following items, if needed, will be considered extra work:

- Parcel acquisition services (survey, exhibits, negotiation, appraisals, condemnation, etc.)
- Additional meetings not identified above.
- Public Hearing or Town Council/Commission Meetings
- Reset Property corner monumentation disturbed or removed during or after construction

End of Exhibit A

Exhibit B
Compensation and Method of Payment
City of Colleyville, Texas
Ponderosa Area
Water Line and Drainage Improvements

Exhibit B to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

COMPENSATION:

For all professional services included in EXHIBIT A, Scope of Services, the *CONSULTANT* shall be compensated in accordance to work completed, as summarized below. The fees below shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Task 1: Basic Services - Survey	
A. Topographic Survey	$ 40,000
Task 2: Basic Services – Engineering	
A. Project Management, Coordination and Data Collection	$ 8,000
B. Construction Plans, Conceptual 30% Complete	$ 38,000
C. Construction Plans, Pre-Final 90% Complete	$ 50,000
D. Construction Plans, Final 100% Complete	$ 16,000
E. Construction Specifications Booklet	$ 4,000
F. Bid Phase Services	$ 4,000
G. Construction Administration	$ 4,500
H. Record Drawings	$ 3,500
SUBTOTAL: Basic Services	**$ 168,000**
Task 3: Special Services	
A. Drainage Easement Exhibits ($1,500 per each, if required)	*$ 1,500
B. Subsurface Utility Engineering – Level A (per each)	*$ 5,500
Expenses	$ 2,500
SUBTOTAL Special Services	**$ TBD**

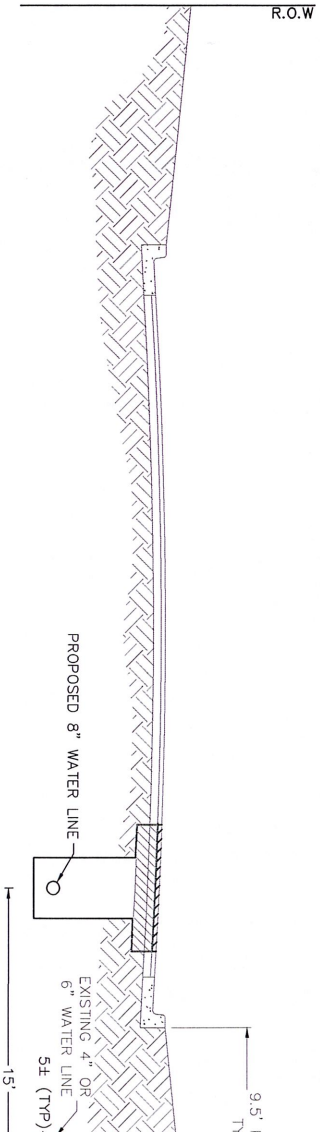
*Estimated fees may vary depending on the amount of effort required to complete the work. Subcontracted fees will be invoiced to the client with a 10% mark-up.

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the Agreement for Professional Consulting Services. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

END OF EXHIBIT B

J:\41-City of Colleyville\03 - Ponderosa W SD Pvmt\CADD\Sheets\P-Water Imrpovements V2 Minimal overlay.dwg
PLOTTED BY: ANGEL SANCHEZ PLOT DATE: 5/19/2021 5:57 PM



WATER LINE REPLACEMENT SECTION

N.T.S.

J:\41-City of Colleyville\03 - Ponderosa W SD Pvmt\CADD\Sheets\P-Existing DA Map 1.dwg
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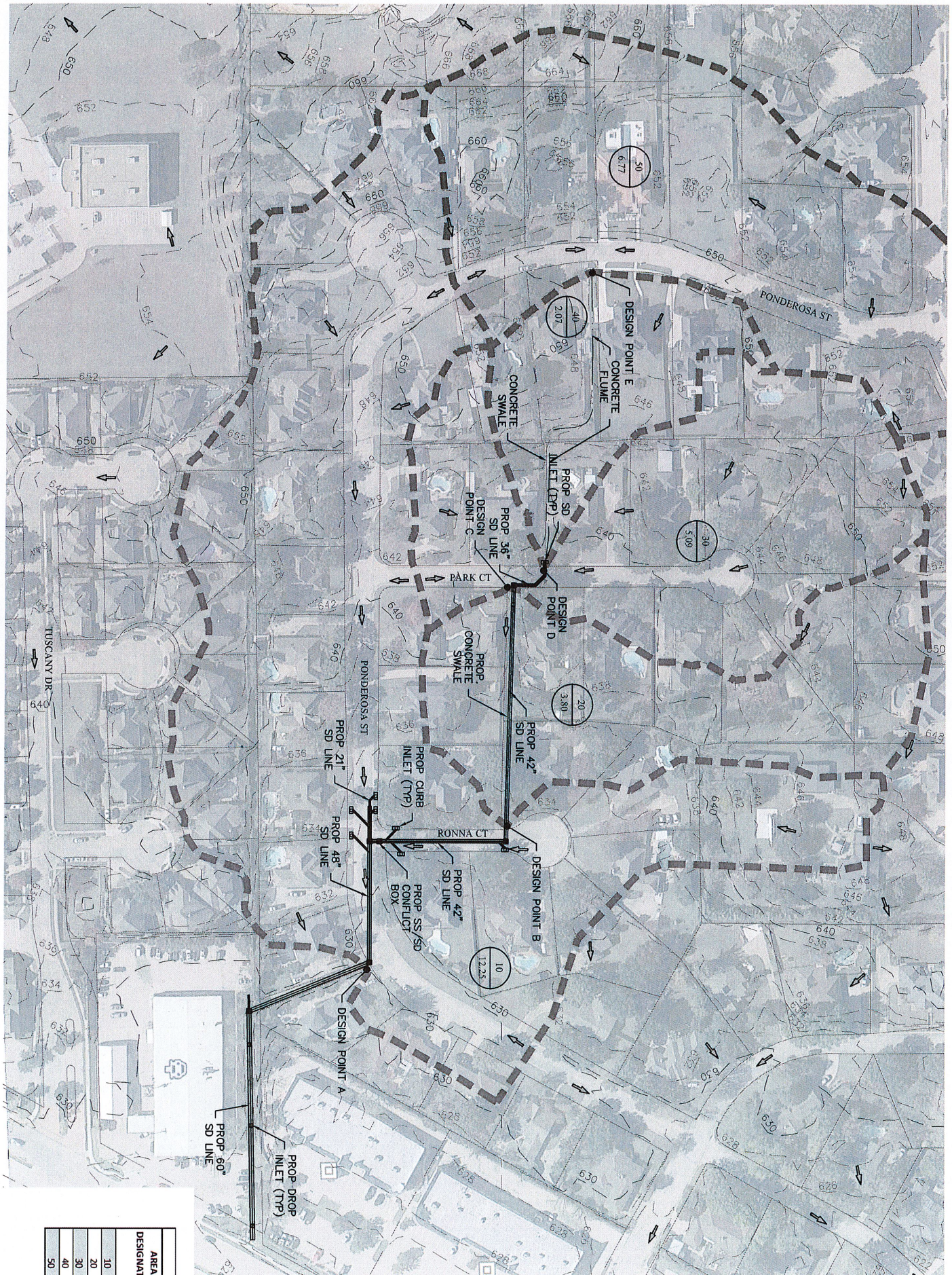

AREA DESIGNATION	
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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement ("First Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **MAS Consulting Engineers** ("Professional") as of the Effective Date.

WHEREAS, the parties entered into that certain Professional Services Agreement for Water Project 18, dated May 13, 2021, (the "Agreement"), and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

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

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Amendment 1 attached hereto and incorporated herein as Exhibit A to this this First Amendment.

2. The total compensation amount stated in Section 4(C) of the Agreement (entitled "Payment") is hereby amended to provide for additional fees in the amount of $35,750 in conformance with the fee scheduled contained in Amendment 1 attached hereto.

3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.

4. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional ("the Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this First Amendment as of the Effective Date.

For City:

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay
City Manager

Date: 10/23-2023

For Professional:

MAS CONSULTING ENGINEERS

By: _____

Name: Angel Sanchez

Title: President

Date: 11/20/2023

Approved by

OCT 17 2023

Colleyville
City Council
RESOLUTION 10/17/23
R-23-4887

EXHIBIT A
Amendment #1

(attached)

August 30, 2023

Mr. Larry Wright, P.E.
City of Colleyville
100 Main Street
Colleyville, TX 76034

REFERENCE: Ponderosa Area Water Line and Drainage Improvements Amendment 1

Dear Mr. Larry Wright:

This is a Letter Agreement, being Amendment 1 to the agreement dated May 13, 2021 professional services between MAS Consulting Engineers and the City of Colleyville, is for additional services for the above referenced project. Said additional services include the phasing of drainage improvements, drainage design changes, and additional bid and construction services. A description of the services proposed under this amendment can be found on Exhibit E of this agreement. Amendment 1 includes the Scope of Services as presented in Exhibit E and is based on our recent conversations and includes compensation for said work in Exhibit F.

The original agreement dated May 13, 2021, this cover letter and Exhibit E consisting of three (3) pages; and Exhibit F, consisting of one (1) page, and the City of Colleyville's Professional Services Agreement, together represent the entire agreement between ***MAS Consulting Engineers*** and the **City of Colleyville**. This Amendment and said attachments may only be modified or amended through a duly executed written document**. If the terms and conditions of this Amendment are acceptable**, this document shall be included into the agreement.

We appreciate the opportunity to provide the described services to the City of Colleyville and look forward to working with you and your staff. If you have any questions or if we may be of further assistance, feel free to call me at **817.708.2422.**

Respectfully Submitted,
MAS Consulting Engineers

M. Angel Sanchez, P.E.
Principal

Attachments:
Exhibit E: Scope of Services
Exhibit F: Compensation

Amendment 1
Exhibit E
Scope of Services
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements

Exhibit E to Agreement between the City of Colleyville (*Client*) and *MAS* Consulting Engineers, LLC (Consultant)

Based on conversations with city staff, the drainage improvements initially designed under the agreement dated May 13, 2021, will be split into two phases. This amendment is to re-analyze the proposed improvements from SH 26 to Ponderosa Street, design the proposed improvements for the first phase, provide bid phase and construction phase services.

TASK 4: BASIC SERVICES - ENGINEERING

A. ***CONCEPTUAL 30% CONSTRUCTION PLANS***: MAS will analyze the effects of the changes to the drainage plan, prepare an interim drainage area map with computations, proposed drainage area map for future storm drain, adjust and include additional inlets at the upstream limits of the first phase, adjust storm drain and surface drainage improvements. Conceptual improvements plan for the phase 1 drainage improvements and engineer's opinion of probable construction cost (EPOCC) will be prepared for the city to review.

The construction documents will include the following items:

- Construction Plans
  - Cover sheet (one)
  - Site Locations Map with Horizontal and Vertical Control Plan (one)
  - General Notes Sheets (one)
  - Quantities Sheet (one)
  - Drainage Improvements
    - Drainage Area Map Existing and Proposed (two)
    - Drainage Computations(one)
    - Storm Drain Improvements Plan Sheets (three)

B. ***FINAL CONSTRUCTION DOCUMENTS:*** *MAS* will prepare and submit Pre-Final Plans (90%) for review by the CLIENT followed by Final Construction Plans and a specifications manual for bidding purposes. The construction documents will include the following items:

- Construction Plans
  - Cover sheet (one)
  - Site Locations Map with Horizontal and Vertical Control Plan (one)

- General Notes Sheets (one)
- Quantities Sheet (one)
- Drainage Improvements
  - Drainage Area Map Existing and Proposed (two)
  - Drainage Computations(one)
  - Storm Drain Improvements Plan and Profile Sheets (three)
- Erosion Control Plan (two)
- Project Specific special detail sheets (as required)

- Specifications Manual

Construction Specifications and Project Coordination

1. Specifications and special provisions
2. Submit 90% and Final Construction drawings
3. Submit Engineer's Opinion of Probable Construction Cost with the 90% and Final Construction Plan Submittals to *CLIENT* for review
4. Attend one meeting per submittal with *CLIENT* to discuss comments
5. Revise plans and specifications as appropriate
6. Finalize construction documents and Opinion of Probable Construction Cost
7. Submit a PDF copy of final drawings and specifications with Opinion of Probable Construction Cost to *CLIENT* for review
8. Attend meeting with *CLIENT* to discuss comments
9. Revise drawings and specifications as appropriate
10. Supply construction plans to the *CLIENT* for franchise utility coordination.

C. ***BID PHASE SERVICES***: During the Bid Phase, *MAS* will be available to provide coordination as required with prospective bidders. After the bid opening, Bid Tabulation of the bids received will be provided to the *CLIENT*. A written letter showing bid results and a feedback summary of the lowest bidder's references will be provided to the *CLIENT*.

MAS will:

- Provide a PDF set of drawings and specifications for bidding and construction
- Attend pre-bid conference
- Attend bid opening, prepare bid tabulation, verify the contractor's references and provide letter of findings
- Provide a letter identifying the lowest bidder, and if appropriate, identify best value contractor
- Attend pre-construction conference

D. ***CONSTRUCTION PHASE SERVICES AND RECORD DRAWINGS***: MAS will provide limited construction phase services. Construction administration (not daily representation) is included. This includes responding to submittals and requests for information (RFI's),

reviewing pay requests and producing record drawings in AutoCAD, DWG and PDF formats). Throughout the project, periodic e-mail progress reports and updates will be submitted.

MAS will:

- Respond to material submittals and requests for information (RFI's)
- Attend Substantial Completion Walk-Through
- Attend and document final inspection
- Produce record drawings in DWG and PDF formats (based on *CLIENT* Inspector and/or Contractor Redlines).

This shall not be construed as performing continuous construction inspection. *MAS* will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- *MAS* shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall *MAS* have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- *MAS* neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- *MAS* shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, nor research, or enforcement of construction insurance or surety bonding requirements.
- *MAS* shall not be responsible for the errors or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, *MAS's* employees and representatives shall comply with the specific applicable requirements of the Contractor's and *CLIENT's* safety programs of which *MAS* has been informed in writing.

End of Exhibit E

Exhibit F
Compensation and Method of Payment
City of Colleyville, Texas
Ponderosa Area
Water Line and Drainage Improvements

Exhibit F to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

COMPENSATION:

For all professional services included in EXHIBIT A, Scope of Services, the *CONSULTANT* shall be compensated in accordance to work completed, as summarized below. The fees below shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Task 4: Basic Services – Engineering

A.	Conceptual 30% Construction Plans	$ 5,900
B.	Final Construction Documents	$ 18,800
C.	Bid Phase Services	$ 5,800
D.	Construction Phase Services & Record Drawings	$ 3,500
E.	Expenses	$ 1,750
TOTAL: Basic Services		**$ 35,750**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the Agreement for Professional Consulting Services. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

END OF EXHIBIT F

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement ("Second Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **MAS Consulting Engineers** ("Professional") as of the Effective Date.

WHEREAS, the parties entered into that certain Professional Services Agreement for Water Project 18, effective May 13, 2021, (the "Agreement"), as amended on October 17, 2023, ("First Amendment"); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

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

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Amendment #2 attached hereto and incorporated herein as Exhibit A to this this Second Amendment.

2. The total compensation amount stated in Section 4(C) of the Agreement (entitled "Payment") is hereby amended to provide for a total not to exceed amount of $224,750.00.

3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.

4. This Second Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional ("the Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Second Amendment as of the Effective Date.

For City:

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay
City Manager

Date: 2-7-2024

For Professional:

MAS Consulting Engineers

By: _____
Angel Sanchez
President

Date: 2/7/2024

Approved by

FEB 06 2024

Colleyville
City Council

Resolution R-24-4911

EXHIBIT A

Amendment #2

Revised Scope of Services

(attached)

January 19, 2024

Mr. Larry Wright, P.E.
City of Colleyville
100 Main Street
Colleyville, TX 76034

REFERENCE: Ponderosa Area Water Line and Drainage Improvements Amendment 2

Dear Mr. Larry Wright:

This is a Letter Agreement, being Amendment 2 to the agreement dated May 13, 2021 professional services between MAS Consulting Engineers and the City of Colleyville, is for additional services for the above referenced project. Said additional services include modifications to the Phase 1 Drainage Improvements and updating Phase 2 Water and Drainage Construction Plans. Amendment 2 includes the Scope of Services as presented in Exhibit G and is based on our recent conversations and includes compensation for said work in Exhibit H.

The original Agreement dated May 13, 2021, Amendment 1 dated August 30, 2023 this cover letter and Exhibit G consisting of two (2) pages; and Exhibit H, consisting of one (1) page, and the City of Colleyville's Professional Services Agreement, together represent the entire agreement between ***MAS Consulting Engineers*** and the **City of Colleyville**. This Amendment and said attachments may only be modified or amended through a duly executed written document**. If the terms and conditions of this Amendment are acceptable**, this document shall be included in the agreement.

We appreciate the opportunity to provide the described services to the City of Colleyville and look forward to continuing working with you and your staff. If you have any questions or if we may be of further assistance, feel free to call me at **817.708.2422.**

Respectfully Submitted,
MAS Consulting Engineers

M. Angel Sanchez, P.E.
Principal

Attachments:
Exhibit E: Scope of Services
Exhibit F: Compensation

Amendment 2
Exhibit G
Scope of Services
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements

Exhibit E to Agreement between the City of Colleyville (*Client*) and *MAS* Consulting Engineers, LLC (Consultant)

Based on conversations with city staff, the drainage improvements designed under the original agreement and amendment 1, will require additional changes to optimize the construction budget for both the Phase 1 Drainage Improvements and Phase 2 Water and Drainage Improvements. This amendment is to re-analyze the proposed improvements from SH 26 to Ponderosa Street and a portion of the Phase 2 drainage improvements. In addition, this scope includes the modifications to the water line design at the upstream end of the phase 1 drainage improvements, and updates to bidding documents.

TASK 5: BASIC SERVICES

A. ***PHASE 1 CONSTRUCTION DOCUMENT UPDATES***: *MAS* will re-analyze the phase 1 drainage improvements, propose value engineering for the proposed phase 1 improvements, update drainage computations, update drainage plans, and the project manual. The Task A will include the following items:

- Analysis of Drainage Options and Value Engineering
- Construction Plan Updates
- Quantities and Project Manual Updates

B. ***PHASE 2 WATER AND DRAINAGE CONSTRUCTION DOCUMENT UPDATES:*** This scope of services assumes no major modifications to the water line design beyond the downstream limits of phase 2 drainage improvements. *MAS* will prepare and submit updated Pre-Final Construction Plans and a Specifications Manual for review to CLIENT, followed by Final Construction Plans and a specifications manual for bidding purposes. The Task B will include the following items:

- Project Management
  - Two project Meetings
  - One Site Visit
- Construction Plans updates
- Quantities and Probable Construction Cost
- Specifications Manual

Construction Specifications and Project Coordination

1. Project Management
   a. Two project Meetings

   b. One Site Visit
2. Submit Pre-Final and Final Construction drawings.
3. Submit Pre-Final and Final Engineer's Opinion of Probable Construction Cost Construction Documents to the *CLIENT* for review.
4. Attend one meeting per submittal with *CLIENT* to discuss comments after the Pre-Final Review.
5. Revise plans and specifications as appropriate.
6. Finalize construction documents and Opinion of Probable Construction Cost.
7. Submit a PDF copy of final drawings and specifications with Opinion of Probable Construction Cost to *CLIENT* for review.
8. Supply construction plans to the *CLIENT* for franchise utility coordination.

End of Exhibit G

Amendment 2
Exhibit H
Compensation and Method of Payment
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements

Exhibit F to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

COMPENSATION:

For all professional services included in EXHIBIT G, Scope of Services, the *CONSULTANT* shall be compensated in accordance with work completed, as summarized below. The fees below shall be considered full compensation for the services described in EXHIBIT G, including all labor materials, supplies, and equipment necessary to deliver the services.

Task 5: Basic Services

A.	Phase 1 Construction Document Updates	$ 4,800
B.	Phase 2 Water and Drainage Construction Document Updates	$ 15,800
C.	Expenses	$ 400
TOTAL: Basic Services		**$ 21,000**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the Agreement for Professional Consulting Services. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

END OF EXHIBIT H

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Professional Services Agreement ("Second Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **MAS Consulting Engineers** ("Professional") as of the Effective Date.

WHEREAS, the parties entered into that certain Professional Services Agreement for Water Project 18, effective May 13, 2021, (the "Agreement"), as amended on October 17, 2023, ("First Amendment"); and February 6, 2024 ("Second Amendment"); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

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

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Amendment 3 attached hereto and incorporated herein as Exhibit A to this this Third Amendment.

2. The total compensation amount stated in Section 4(C) of the Agreement (entitled "Payment") is hereby amended to provide for a total not to exceed amount of $271,230.00.

3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.

4. This Third Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional ("the Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Third Amendment as of the Effective Date.

For City:	For Professional:
CITY OF COLLEYVILLE, TEXAS	MAS Consulting Engineers
By:_____	By:_____
Jerry Ducay City Manager	Angel Sanchez President
Date: _____	Date: _____

EXHIBIT A

Amendment #3

Revised Scope of Services

(attached)

September 19, 2024

Mr. Larry Wright, P.E.
City of Colleyville
100 Main Street
Colleyville, TX 76034

REFERENCE: Ponderosa Area Water Line Drainage Improvements Amendment 3

Dear Mr. Larry Wright:

This is a Letter Agreement and attachments, being Amendment 3 to the agreement dated May 13, 2021, are to amend the professional services between MAS Consulting Engineers and the City of Colleyville for the referenced project. Amendment 3 is for additional services to modify the Phase 2 Drainage design. Amendment 3 includes the Scope of Services presented in Exhibit I, based on our recent conversations, and the compensation for this work as outlined in Exhibit J.

The original Agreement dated May 13, 2021; Amendment 1 dated October 17, 2023; Amendment 2 dated February 7, 2024; and this Amendment dated September 19, 2024, including this cover letter, Exhibit I consisting of one (1) page, and Exhibit J consisting of one (1) page, together with the City of Colleyville's Professional Services Agreement, represent the entire agreement between MAS Consulting Engineers and the City of Colleyville. This Amendment and said attachments may only be modified or amended through a duly executed written document**.** If the terms and conditions of this Amendment are acceptable, this document shall be included in the agreement.

We appreciate the opportunity to provide the described services to the City of Colleyville and look forward to continuing working with you and your staff. If you have any questions or if we may be of further assistance, feel free to call me at **817.708.2422.**

Respectfully Submitted,
MAS Consulting Engineers

M. Angel Sanchez, P.E.
Principal

Attachments:
Exhibit I: Scope of Services
Exhibit J: Compensation

Amendment 3
Exhibit I
Scope of Services
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements

Exhibit I to Agreement between the City of Colleyville (*Client*) and *MAS* Consulting Engineers, LLC (Consultant)

Based on conversations with city staff, the drainage improvements designed under the original agreement, Amendment 1, and Amendment 2 will require additional changes to the Phase 2 Drainage Improvements. This amendment serves to modify the drainage design for the Pecan Park Phase 2 Drainage Improvements. Updates include revised inlet locations, alignment changes and storm drain materials. Also included in this amendment are two additional City reviews, review meetings, and updates to the project's quantities and specification manual.

TASK 6: BASIC SERVICES

A. ***WATER AND PHASE 2 DRAINAGE CONSTRUCTION DOCUMENT UPDATES:***

Task A: MAS will prepare and submit updated Preliminary and Final Construction documents for review by the CLIENT. Task A will include the following items:

- Project Management
  - Two Project Meetings
- Value Engineering Design Alternatives
- Drainage Design Updates
  - Preliminary and Final Construction Plans
- Opinion of Probable Construction Cost (OPCC)
- Specifications Manual

Construction Specifications and Project Coordination

1. Project Management
2. Submit Conceptual 60% Construction Plans
3. Submit Final Construction Plans
4. Submit Preliminary and Final Engineer's OPCC Construction Documents
5. Attend one meeting per submittal with *CLIENT* to discuss review comments
6. Revise plans and specifications
7. Finalize Construction Documents and OPCC.
8. Submit a PDF copy of final drawings and specifications with OPCC

End of Exhibit I

Amendment 3
Exhibit J
Compensation and Method of Payment
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements

Exhibit J to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

COMPENSATION:

For all professional services included in EXHIBIT I, Scope of Services, the *CONSULTANT* shall be compensated in accordance with work completed, as summarized below. The fees below shall be considered full compensation for the services described in EXHIBIT I, including all labor, materials, supplies, and equipment necessary to deliver the services.

Task 6: Basic Services

A.	Project Management	$ 2,500
B.	Value Engineering and Design Alternatives	$ 6,500
C.	Drainage Design Updates	$ 23,500
D.	Quantities and Construction Document Updates	$ 1,820
E.	Expenses	$ 160
TOTAL: Basic Services		**$ 34,480**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the Agreement for Professional Consulting Services. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

END OF EXHIBIT J

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4h **Agenda Date** 10/15/2024 **Number** Resolution R-24-4977
Type Resolution
Department Public Works

Title
Approval of a Construction Services Agreement with 2R Construction, LLC, for the Tinker Road Water, Wastewater, Drainage, and Roadway Improvements Project, in an amount not to exceed $2,093,971.45 and a contingency amount not to exceed $200,000, and a materials testing amount not to exceed $44,335, 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 $2,125,000 for the Tinker Road Water, Wastewater, Drainage, and Roadway Improvement Project.

The Tinker Road improvements include a new storm sewer system that ties into the Colleyville Boulevard storm sewer system, replacement of water and wastewater lines, installation of a concrete sidewalk, curb ramps, and a mill and overlay along Tinker Road from Emerald Drive to Ponderosa Street.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on August 4, 22, 18, and 25, 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 113 plan holders, of which 37 were general contractors, 26 sub-contractors, 32 suppliers, 8 others, 4 plan rooms, 5 engineers, 8 manufacturers, and 1 student.

The City received nine sealed bids, which were opened and publicly read aloud on September 17, 2024.

Financial Impact
The funding sources for this project are the Capital Projects, Drainage, TIF, and Wastewater and Water Impact fees.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

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

CONSTRUCTION SERVICES AGREEMENT
TINKER ROAD IMPROVEMENTS
(Bid #ENG-2024-011)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **2R Construction Services, LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Contract Documents

(a) This Agreement is a part of the "Contract Documents", which include:

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #ENG-2024-011;
(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 TWO MILLION, NINETY-THREE THOUSAND, NINE HUNDRED AND SEVENTY-ONE DOLLARS AND FOURTY-FIVE CENTS ($2,093,971.45) ("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 subcontactors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is one hundred eighty (180) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred eighty (180) calendar days following the date of City's written notice to proceed to Contractor.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to 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 $2,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

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

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

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

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

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

(1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

(2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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

Section 14. Miscellaneous

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

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

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

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

For City:	For Contractor:
CITY OF COLLEYVILLE, TEXAS By:_____ Jerry Ducay City Manager Date:_____	2R CONSTRUCTION SERVICES, LLC By:_____ Raul Canales Member Date: _____
Notice Address: 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:_____	Notice Address: 2R Construction Services, LLC Attn: Raul Canales, Member 3009 Nathan Dr Wylie, Texas 75098 E: rcanales@2rcstx.com

GovDox Colleyville Contract ID:
CSA_ED_October 15, 2024_Rev20230112

City of Colleyville Tinker Road Improvements
ID: ENG-2024-011

Item	Description	Unit	Quantity	2R Construction Services	Total	Tellus Services	Total	Apple Pavement Services	Total	GRod construction, LLC.	Total	Boardwalk Paving & Construction	Total	Quality Excavation	Total	Ratliff Hardscape	Total	J&L Construction, LLC	Total	Canary Construction, Inc.	Total
Base Bid																					
PAVING																					
101	MOBILIZATION AND BONDS	LS	1.00	$165,000.00	$165,000.00	$105,355.50	$105,355.50	$100,000.00	$100,000.00	$105,000.00	$105,000.00	$104,834.05	$104,834.05	$126,817.00	$126,817.00	$86,520.00	$86,520.00	$108,634.00	$108,634.00	$135,000.00	$135,000.00
102	RIGHT-OF-WAY PREPARATION	STA	27.00	$1,000.00	$27,000.00	$1,250.00	$33,750.00	$2,000.00	$54,000.00	$850.00	$22,950.00	$1,345.20	$36,320.40	$2,924.00	$78,948.00	$960.00	$25,920.00	$1,183.59	$31,956.93	$2,000.00	$54,000.00
103	REMOVE AND DISPOSE OF EXISTING DRIVEWAY AND PAVEMENT (ALL DEPTHS, ASPHALT OR CONCRETE)	SY	324.00	$18.00	$5,832.00	$35.93	$11,641.32	$25.00	$8,100.00	$35.00	$11,340.00	$24.75	$8,019.00	$63.00	$20,412.00	$33.00	$10,692.00	$50.09	$16,229.16	$100.00	$32,400.00
104	REMOVE, TEMPORARILY RELOCATE AND REINSTALL EXISTING BRICK MAILBOXES	EA	1.00	$4,000.00	$4,000.00	$350.00	$350.00	$2,000.00	$2,000.00	$1,200.00	$1,200.00	$1,770.00	$1,770.00	$1,215.00	$1,215.00	$1,686.00	$1,686.00	$7,387.00	$7,387.00	$450.00	$450.00
105	REMOVE, TEMPORARILY RELOCATE AND REINSTALL EXISTING WOODEN MAILBOXES	EA	5.00	$600.00	$3,000.00	$250.00	$1,250.00	$1,250.00	$6,250.00	$375.00	$1,875.00	$206.50	$1,032.50	$454.00	$2,270.00	$1,020.00	$5,100.00	$3,077.80	$15,389.00	$350.00	$1,750.00
106	REMOVE AND REINSTALL EXISTING WROUGHT IRON FENCE	LF	40.00	$85.00	$3,400.00	$19.75	$790.00	$25.00	$1,000.00	$150.00	$6,000.00	$94.40	$3,776.00	$103.00	$4,120.00	$114.00	$4,560.00	$207.53	$8,301.20	$65.00	$2,600.00
107	1.5" MILL AND HMAC OVERLAY, TYPE D	SY	6,980.00	$29.00	$202,420.00	$31.57	$220,358.60	$30.00	$209,400.00	$22.00	$153,560.00	$24.47	$170,800.60	$30.00	$209,400.00	$32.00	$223,360.00	$118.29	$825,664.20	$100.00	$698,000.00
108	6" CONCRETE DRIVEWAY	SY	267.00	$134.00	$35,778.00	$125.00	$33,375.00	$120.00	$32,040.00	$132.00	$35,244.00	$108.00	$28,836.00	$90.00	$24,030.00	$78.00	$20,826.00	$108.69	$29,020.23	$100.00	$26,700.00
109	ASPHALT DRIVEWAY (2" HMAC TYPE D, 6" BASE)	SY	20.00	$175.00	$3,500.00	$685.00	$13,700.00	$180.00	$3,600.00	$150.00	$3,000.00	$126.00	$2,520.00	$442.00	$8,840.00	$280.00	$5,600.00	$248.40	$4,968.00	$200.00	$4,000.00
110	REMOVE AND REPLACE CONCRETE ROADWAY	SY	6.00	$200.00	$1,200.00	$750.00	$4,500.00	$550.00	$3,300.00	$450.00	$2,700.00	$144.00	$864.00	$736.00	$4,416.00	$153.00	$918.00	$373.67	$2,242.02	$260.00	$1,560.00
111	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	LF	226.00	$45.00	$10,170.00	$123.00	$27,798.00	$50.00	$11,300.00	$94.00	$21,244.00	$46.00	$10,396.00	$38.00	$8,588.00	$54.00	$12,204.00	$81.23	$18,357.98	$150.00	$33,900.00
112	RELOCATE RESIDENTIAL IRRIGATION	LS	1.00	$10,000.00	$10,000.00	$2,450.00	$2,450.00	$10,000.00	$10,000.00	$45,000.00	$45,000.00	$11,800.00	$11,800.00	$19,697.00	$19,697.00	$18,000.00	$18,000.00	$14,211.00	$14,211.00	$2,000.00	$2,000.00
113	SODDING OF PARKWAY	SY	3,340.00	$10.00	$33,400.00	$11.50	$38,410.00	$20.00	$66,800.00	$7.00	$23,380.00	$5.61	$18,737.40	$7.00	$23,380.00	$14.40	$48,096.00	$20.44	$68,269.60	$10.00	$33,400.00
114	GRADING OF PARKWAY	LF	2,240.00	$5.00	$11,200.00	$21.75	$48,720.00	$10.00	$22,400.00	$15.00	$33,600.00	$3.54	$7,929.60	$10.00	$22,400.00	$16.80	$37,632.00	$6.12	$13,708.80	$40.00	$89,600.00
115	5" CONCRETE SIDEWALK	SY	1,050.00	$133.50	$140,175.00	$88.50	$92,925.00	$95.00	$99,750.00	$88.00	$92,400.00	$108.00	$113,400.00	$61.00	$64,050.00	$68.00	$71,400.00	$97.76	$102,648.00	$165.00	$173,250.00
116	INSTALL CURB RAMP	EA	6.00	$2,150.00	$12,900.00	$5,990.00	$35,940.00	$3,000.00	$18,000.00	$2,000.00	$12,000.00	$1,000.00	$6,000.00	$3,310.00	$19,860.00	$2,700.00	$16,200.00	$6,204.83	$37,228.98	$1,650.00	$9,900.00
117	INSTALL PEDESTRIAN RAILING (TXDOT TYPE F OR CITY APPROVED EQUAL)	LF	76.00	$205.00	$15,580.00	$230.00	$17,480.00	$400.00	$30,400.00	$350.00	$26,600.00	$214.80	$16,324.80	$144.00	$10,944.00	$201.00	$15,276.00	$370.84	$28,183.84	$125.00	$9,500.00
118	INSTALL RETAINING WALL	CY	24.00	$1,400.00	$33,600.00	$2,275.00	$54,600.00	$450.00	$10,800.00	$1,800.00	$43,200.00	$1,130.83	$27,139.92	$697.00	$16,728.00	$960.00	$23,040.00	$2,349.83	$56,395.92	$1,200.00	$28,800.00
119	STORM WATER POLLUTION PREVENTION PLAN	LS	1.00	$27,000.00	$27,000.00	$6,200.00	$6,200.00	$15,000.00	$15,000.00	$6,500.00	$6,500.00	$4,130.00	$4,130.00	$8,163.00	$8,163.00	$6,186.00	$6,186.00	$14,430.00	$14,430.00	$9,500.00	$9,500.00
120	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1.00	$25,000.00	$25,000.00	$31,575.00	$31,575.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$49,002.99	$49,002.99	$34,980.00	$34,980.00	$25,200.00	$25,200.00	$36,109.00	$36,109.00	$9,600.00	$9,600.00
121	PROJECT SIGNS	EA	4.00	$500.00	$2,000.00	$1,075.00	$4,300.00	$1,500.00	$6,000.00	$685.00	$2,740.00	$1,685.03	$6,740.12	$453.00	$1,812.00	$1,320.00	$5,280.00	$2,222.00	$8,888.00	$1,500.00	$6,000.00
122	REMOVE AND RELOCATE SIGN	EA	3.00	$1,000.00	$3,000.00	$675.00	$2,025.00	$800.00	$2,400.00	$450.00	$1,350.00	$472.00	$1,416.00	$728.00	$2,184.00	$1,200.00	$3,600.00	$1,081.67	$3,245.01	$1,500.00	$4,500.00
123	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" WHITE/SOLID - FURNISHED AND APPLIED	LF	4,500.00	$2.00	$9,000.00	$6.00	$27,000.00	$1.50	$6,750.00	$2.10	$9,450.00	$2.63	$11,835.00	$1.75	$7,875.00	$1.80	$8,100.00	$5.54	$24,930.00	$2.00	$9,000.00
124	REFLECTORIZED PAVEMENT MARKINGS TYPE I (THERMOPLASTIC) 4" YELLOW/SOLID - FURNISHED AND APPLIED	LF	4,500.00	$2.00	$9,000.00	$6.00	$27,000.00	$1.50	$6,750.00	$2.10	$9,450.00	$2.63	$11,835.00	$1.75	$7,875.00	$1.80	$8,100.00	$5.54	$24,930.00	$2.00	$9,000.00
125	ADJUST EXISTING VALVES OR MANHOLES TO GRADE	EA	5.00	$1,150.00	$5,750.00	$1,500.00	$7,500.00	$750.00	$3,750.00	$1,900.00	$9,500.00	$826.00	$4,130.00	$1,763.00	$8,815.00	$600.00	$3,000.00	$702.40	$3,512.00	$900.00	$4,500.00
Sub Tol					$798,905.00		$848,993.42		$744,790.00		$704,283.00		$659,589.38		$737,819.00		$686,496.00		$1,504,839.87		$1,388,910.00
STORM SEWER																					
201	SAWCUT AND REMOVE ASPHALT PAVEMENT	SY	110.00	$18.00	$1,980.00	$36.00	$3,960.00	$30.00	$3,300.00	$22.00	$2,420.00	$27.50	$3,025.00	$65.00	$7,150.00	$60.00	$6,600.00	$71.39	$7,852.90	$100.00	$11,000.00
202	REMOVE AND DISPOSE SAFETY END TREATMENT	EA	18.00	$700.00	$12,600.00	$550.00	$9,900.00	$1,000.00	$18,000.00	$750.00	$13,500.00	$1,416.00	$25,488.00	$863.00	$15,534.00	$480.00	$8,640.00	$419.11	$7,543.98	$550.00	$9,900.00
203	REMOVE AND DISPOSE CULVERT (ALL SIZES AND TYPES)	LF	24.00	$45.00	$1,080.00	$46.00	$1,104.00	$125.00	$3,000.00	$35.00	$840.00	$106.20	$2,548.80	$58.00	$1,392.00	$60.00	$1,440.00	$66.83	$1,603.92	$100.00	$2,400.00
204	PLUG AND ABANDON CULVERT WITH FLOWABLE FILL (ALL SIZES)	LF	635.00	$35.00	$22,225.00	$106.00	$67,310.00	$37.50	$23,812.50	$112.00	$71,120.00	$57.82	$36,715.70	$50.00	$31,750.00	$36.00	$22,860.00	$73.88	$46,913.80	$45.00	$28,575.00
205	SAFETY END TREATMENT (ALL SIZES)	EA	3.00	$2,500.00	$7,500.00	$3,150.00	$9,450.00	$3,125.00	$9,375.00	$2,900.00	$8,700.00	$10,030.00	$30,090.00	$2,070.00	$6,210.00	$3,000.00	$9,000.00	$13,529.67	$40,589.01	$4,000.00	$12,000.00
206	RESET EXISTING 18" CULVERT AND SAFETY END TREATMENTS	LS	1.00	$5,000.00	$5,000.00	$11,000.00	$11,000.00	$12,500.00	$12,500.00	$9,500.00	$9,500.00	$8,260.00	$8,260.00	$3,970.00	$3,970.00	$6,000.00	$6,000.00	$64,949.00	$64,949.00	$2,000.00	$2,000.00
207	18" RCP (CL III) STORM SEWER	LF	428.00	$114.60	$49,048.80	$105.00	$44,940.00	$124.00	$53,072.00	$153.00	$65,484.00	$118.00	$50,504.00	$151.00	$64,628.00	$180.00	$77,040.00	$86.86	$37,176.08	$250.00	$107,000.00
208	18" RCP (CL IV) STORM SEWER	LF	47.00	$116.00	$5,452.00	$270.00	$12,690.00	$138.00	$6,486.00	$173.00	$8,131.00	$141.60	$6,655.20	$193.00	$9,071.00	$180.00	$8,460.00	$119.51	$5,616.97	$280.00	$13,160.00
209	24" RCP (CL III) STORM SEWER	LF	849.00	$130.70	$110,964.30	$120.00	$101,880.00	$146.00	$123,954.00	$160.00	$135,840.00	$145.14	$123,223.86	$151.00	$128,199.00	$198.00	$168,102.00	$117.19	$99,494.31	$275.00	$233,475.00
210	24" RCP (CL IV) STORM SEWER	LF	123.00	$139.25	$17,127.75	$145.00	$17,835.00	$156.00	$19,188.00	$172.00	$21,156.00	$162.84	$20,029.32	$169.00	$20,787.00	$210.00	$25,830.00	$132.72	$16,324.56	$298.00	$36,654.00
211	SD DROP INLET (2'X2')	EA	6.00	$5,200.00	$31,200.00	$3,635.00	$21,810.00	$3,375.00	$20,250.00	$2,450.00	$14,700.00	$8,260.00	$49,560.00	$5,354.00	$32,124.00	$9,000.00	$54,000.00	$4,773.50	$28,641.00	$4,000.00	$24,000.00
212	SD DROP INLET (4'X4')	EA	1.00	$7,150.00	$7,150.00	$4,900.00	$4,900.00	$8,125.00	$8,125.00	$4,500.00	$4,500.00	$10,620.00	$10,620.00	$8,033.00	$8,033.00	$11,400.00	$11,400.00	$6,453.00	$6,453.00	$6,000.00	$6,000.00
213	SD JUNCTION BOX (4'X4')	EA	1.00	$7,750.00	$7,750.00	$5,125.00	$5,125.00	$7,500.00	$7,500.00	$5,500.00	$5,500.00	$13,570.00	$13,570.00	$9,290.00	$9,290.00	$1,200.00	$1,200.00	$7,138.00	$7,138.00	$6,000.00	$6,000.00
214	TRENCH SAFETY FOR STORM SEWER	LF	1,277.00	$3.00	$3,831.00	$3.25	$4,150.25	$3.00	$3,831.00	$7.00	$8,939.00	$1.18	$1,506.86	$2.00	$2,554.00	$12.00	$15,324.00	$8.01	$10,228.77	$6.00	$7,662.00
215	FURNISH AND INSTALL 8" FLEX BASE, TYPE A	SY	110.00	$57.00	$6,270.00	$22.50	$2,475.00	$35.00	$3,850.00	$60.00	$6,600.00	$25.96	$2,855.60	$35.00	$3,850.00	$24.00	$2,640.00	$52.46	$5,770.60	$65.00	$7,150.00
216	FURNISH AND INSTALL 3" TEMPORARY HMAC, TYPE B	SY	110.00	$29.00	$3,190.00	$35.00	$3,850.00	$45.00	$4,950.00	$60.00	$6,600.00	$75.00	$8,250.00	$31.00	$3,410.00	$48.00	$5,280.00	$66.55	$7,320.50	$95.00	$10,450.00
217	CONNECT TO EXISTING 24" RCP AT HWY 26	LS	1.00	$3,500.00	$3,500.00	$3,700.00	$3,700.00	$3,125.00	$3,125.00	$6,500.00	$6,500.00	$1,180.00	$1,180.00	$2,227.00	$2,227.00	$4,200.00	$4,200.00	$2,461.00	$2,461.00	$4,000.00	$4,000.00
218	BOTTOMLESS 10' CURB INLET	EA	1.00	$7,800.00	$7,800.00	$9,655.00	$9,655.00	$8,125.00	$8,125.00	$12,000.00	$12,000.00	$21,240.00	$21,240.00	$6,951.00	$6,951.00	$13,200.00	$13,200.00	$2,629.00	$2,629.00	$9,000.00	$9,000.00
Sub Totals					$303,668.85		$335,734.25		$332,443.50		$402,030.00		$415,322.34		$357,130.00		$441,216.00		$398,706.40		$530,426.00
WATER																					
301	REMOVE AND SALVAGE FIRE HYDRANT	EA	4.00	$1,000.00	$4,000.00	$660.00	$2,640.00	$1,250.00	$5,000.00	$1,500.00	$6,000.00	$3,540.00	$14,160.00	$1,339.00	$5,356.00	$1,200.00	$4,800.00	$304.25	$1,217.00	$1,000.00	$4,000.00
302	SAWCUT AND REMOVE ASPHALT PAVEMENT	SY	1,299.00	$18.00	$23,382.00	$15.50	$20,134.50	$22.50	$29,227.50	$20.00	$25,980.00	$36.90	$47,933.10	$30.00	$38,970.00	$33.00	$42,867.00	$22.86	$29,695.14	$100.00	$129,900.00
303	CUT AND PLUG EXISTING WATER LINE (ALL SIZES)	EA	7.00	$1,500.00	$10,500.00	$2,050.00	$14,350.00	$1,875.00	$13,125.00	$3,500.00	$24,500.00	$3,540.00	$24,780.00	$1,026.00	$7,182.00	$2,400.00	$16,800.00	$781.71	$5,471.97	$4,000.00	$28,000.00
304	TRENCH SAFETY FOR WATER LINE	LF	2,922.00	$2.00	$5,844.00	$2.25	$6,574.50	$3.00	$8,766.00	$4.00	$11,688.00	$1.18	$3,447.96	$3.00	$8,766.00	$6.00	$17,532.00	$3.07	$8,970.54	$6.00	$17,532.00
305	FURNISH AND INSTALL 6" GATE VALVE	EA	6.00	$1,815.00	$10,890.00	$2,575.00	$15,450.00	$1,500.00	$9,000.00	$2,450.00	$14,700.00	$2,478.00	$14,868.00	$2,826.00	$16,956.00	$2,640.00	$15,840.00	$2,354.17	$14,125.02	$2,500.00	$15,000.00
306	FURNISH AND INSTALL 8" GATE VALVE	EA	3.00	$2,500.00	$7,500.00	$3,715.00	$11,145.00	$2,000.00	$6,000.00	$2,975.00	$8,925.00	$2,950.00	$8,850.00	$3,463.00	$10,389.00	$3,600.00	$10,800.00	$3,924.33	$11,772.99	$2,900.00	$8,700.00
307	FURNISH AND INSTALL 10" GATE VALVE	EA	7.00	$3,750.00	$26,250.00	$4,850.00	$33,950.00	$4,375.00	$30,625.00	$4,150.00	$29,050.00	$4,720.00	$33,040.00	$4,900.00	$34,300.00	$4,800.00	$33,600.00	$5,004.86	$35,034.02	$4,500.00	$31,500.00
308	FURNISH AND INSTALL 6" C900 (DR18) PVC WATER LINE BY OPEN CUT	LF	92.00	$93.00	$8,556.00	$130.00	$11,960.00	$56.00	$5,152.00	$130.00	$11,960.00	$88.50	$8,142.00	$97.00	$8,924.00	$120.00	$11,040.00	$80.49	$7,405.08	$109.00	$10,028.00
309	FURNISH AND INSTALL 8" C900 (DR18) PVC WATER LINE BY OPEN CUT	LF	146.00	$103.00	$15,038.00	$89.00	$12,994.00	$75.00	$10,950.00	$145.00	$21,170.00	$106.20	$15,505.20	$100.00	$14,600.00	$144.00	$21,024.00	$100.99	$14,744.54	$125.00	$18,250.00
310	FURNISH AND INSTALL 10" C900 (DR18) PVC WATER LINE BY OPEN CUT	LF	2,408.00	$91.85	$221,174.80	$92.54	$222,836.32	$125.00	$301,000.00	$85.00	$204,680.00	$106.20	$255,729.60	$113.00	$272,104.00	$120.00	$288,960.00	$140.04	$337,216.32	$145.00	$349,160.00
311	INSTALL FIRE HYDRANT ASSEMBLY, PAINTED RED	EA	5.00	$5,300.00	$26,500.00	$8,600.00	$43,000.00	$8,500.00	$42,500.00	$5,600.00	$28,000.00	$6,254.00	$31,270.00	$8,207.00	$41,035.00	$9,600.00	$48,000.00	$9,771.40	$48,857.00	$12,000.00	$60,000.00
312	FURNISH AND INSTALL 1" CTS "ENDOTRACE" POLY PIPE WITH PLASTIC STIFFENER WATER SERVICE LINE BY OPEN CUT	EA	23.00	$2,050.00	$47,150.00	$2,675.00	$61,525.00	$2,190.00	$50,370.00	$1,750.00	$40,250.00	$2,006.00	$46,138.00	$2,315.00	$53,245.00	$2,400.00	$55,200.00	$1,878.30	$43,200.90	$4,200.00	$96,600.00
313	FURNISH AND INSTALL 2" CTS "ENDOTRACE" POLY PIPE WITH STAINLESS STEEL STIFFENER WATER SERVICE LINE BY OPEN CUT	EA	1.00	$4,050.00	$4,050.00	$4,760.00	$4,760.00	$5,625.00	$5,625.00	$4,000.00	$4,000.00	$3,186.00	$3,186.00	$5,548.00	$5,548.00	$6,000.00	$6,000.00	$3,805.00	$3,805.00	$7,500.00	$7,500.00
314	INSTALL NEW WATER METER W/NEW METER BOX (CITY TO FURNISH METERS)	EA	24.00	$610.00	$14,640.00	$780.00	$18,720.00	$625.00	$15,000.00	$750.00	$18,000.00	$1,392.40	$33,417.60	$1,004.00	$24,096.00	$480.00	$11,520.00	$532.54	$12,780.96	$2,000.00	$48,000.00
315	DUCTILE IRON FITTINGS	TN	2.00	$9,000.00	$18,000.00	$8,425.00	$16,850.00	$10,625.00	$21,250.00	$11,100.00	$22,200.00	$18,880.00	$37,760.00	$8,172.00	$16,344.00	$10,800.00	$21,600.00	$24,428.50	$48,857.00	$15,000.00	$30,000.00
316	FURNISH AND INSTALL 8" FLEX BASE, TYPE A	SY	1,299.00	$57.00	$74,043.00	$22.50	$29,227.50	$30.00	$38,970.00	$42.00	$54,558.00	$25.96	$33,722.04	$32.00	$41,568.00	$24.00	$31,176.00	$66.38	$86,227.62	$65.00	$84,435.00
317	FURNISH AND INSTALL 3" TEMPORARY HMAC, TYPE B	SY	1,299.00	$29.00	$37,671.00	$35.00	$45,465.00	$36.00	$46,764.00	$60.00	$77,940.00	$44.10	$57,285.90	$24.00	$31,176.00	$48.00	$62,352.00	$44.76	$58,143.24	$100.00	$129,900.00
318	CONNECT TO EXISTING WATER LINE (ALL SIZES)	EA	8.00	$3,500.00	$28,000.00	$2,115.00	$16,920.00	$4,375.00	$35,000.00	$5,800.00	$46,400.00	$2,360.00	$18,880.00	$5,306.00	$42,448.00	$5,400.00	$43,200.00	$1,429.63	$11,437.04	$5,500.00	$44,000.00
319	REFLECTIVE PAVEMENT MARKER TYPE II, BLUE (LOCATED AT FIRE HYDRANTS)	EA	5.00	$80.00	$400.00	$330.00	$1,650.00	$62.00	$310.00	$125.00	$625.00	$12.84	$64.20	$57.00	$285.00	$120.00	$600.00	$1,243.60	$6,218.00	$120.00	$600.00
Sub Totals					$583,588.80		$590,151.82		$674,634.50		$650,626.00		$688,179.60		$673,292.00		$742,911.00		$785,179.38		$1,113,105.00
WASTEWATER																					
401	SAWCUT AND REMOVE ASPHALT PAVEMENT	SY	580.00	$18.00	$10,440.00	$25.40	$14,732.00	$22.50	$13,050.00	$20.00	$11,600.00	$36.90	$21,402.00	$45.00	$26,100.00	$36.00	$20,880.00	$18.17	$10,538.60	$100.00	$58,000.00
402	PLUG AND ABANDON EXISTING WASTEWATER LINE AND SERVICES	LS	1.00	$10,000.00	$10,000.00	$14,500.00	$14,500.00	$12,500.00	$12,500.00	$24,000.00	$24,000.00	$1,416.00	$1,416.00	$7,491.00	$7,491.00	$3,000.00	$3,000.00	$5,752.00	$5,752.00	$12,000.00	$12,000.00
403	REMOVE EXISTING WASTEWATER MANHOLE	EA	4.00	$1,000.00	$4,000.00	$1,400.00	$5,600.00	$3,125.00	$12,500.00	$2,960.00	$11,840.00	$4,130.00	$16,520.00	$4,106.00	$16,424.00	$4,000.00	$16,000.00	$1,627.25	$6,509.00	$2,000.00	$8,000.00
404	ABANDON EXISTING WASTEWATER MANHOLE WITH FLOWABLE FILL	EA	3.00	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$4,375.00	$13,125.00	$2,800.00	$8,400.00	$4,130.00	$12,390.00	$4,917.00	$14,751.00	$4,200.00	$12,600.00	$4,777.67	$14,333.01	$1,500.00	$4,500.00
405	TRENCH SAFETY FOR WASTEWATER LINE	LF	1,169.00	$3.00	$3,507.00	$4.50	$5,260.50	$3.00	$3,507.00	$9.00	$10,521.00	$1.18	$1,379.42	$3.00	$3,507.00	$12.00	$14,028.00	$21.04	$24,595.76	$6.00	$7,014.00
406	FURNISH AND INSTALL 8" PVC SDR 26 WASTEWATER LINE BY OPEN CUT	LF	1,169.00	$101.05	$118,127.45	$89.00	$104,041.00	$78.00	$91,182.00	$110.00	$128,590.00	$86.14	$100,697.66	$116.00	$135,604.00	$156.00	$182,364.00	$125.12	$146,265.28	$145.00	$169,505.00

Item	Description	Unit	Quantity	2R Construction Services	Total	Tellus Services	Total	Apple Pavement Services	Total	GRod construction, LLC.	Total	Boardwalk Paving & Construction	Total	Quality Excavation	Total	Ratliff Hardscape	Total	J&L Construction, LLC	Total	Canary Construction, Inc.	Total
407	FURNISH AND INSTALL 5' DIAMETER WASTEWATER MANHOLE (UP TO 6' DEPTH)	EA	7.00	$7,800.00	$54,600.00	$9,150.00	$64,050.00	$9,375.00	$65,625.00	$13,500.00	$94,500.00	$16,756.00	$117,292.00	$14,873.00	$104,111.00	$12,000.00	$84,000.00	$7,648.14	$53,536.98	$22,000.00	$154,000.00
408	EXTRA DEPTH FOR WASTEWATER MANHOLE	LF	38.00	$750.00	$28,500.00	$650.00	$24,700.00	$1,875.00	$71,250.00	$1,450.00	$55,100.00	$590.00	$22,420.00	$536.00	$20,368.00	$540.00	$20,520.00	$484.29	$18,403.02	$600.00	$22,800.00
409	FURNISH AND INSTALL 4" WASTEWATER SERVICE CONNECTION, SDR 35 PVC	EA	6.00	$1,800.00	$10,800.00	$3,430.00	$20,580.00	$3,125.00	$18,750.00	$1,700.00	$10,200.00	$7,080.00	$42,480.00	$2,988.00	$17,928.00	$2,400.00	$14,400.00	$2,626.50	$15,759.00	$4,500.00	$27,000.00
410	FURNISH AND INSTALL 4" WASTEWATER SERVICES, EXTRA DEPTH, SDR 26 PVC	EA	14.00	$2,300.00	$32,200.00	$4,700.00	$65,800.00	$4,000.00	$56,000.00	$2,050.00	$28,700.00	$7,233.40	$101,267.60	$2,965.00	$41,510.00	$3,600.00	$50,400.00	$1,408.73	$19,722.22	$5,500.00	$77,000.00
411	FURNISH AND INSTALL WASTEWATER CLEANOUTS	EA	20.00	$600.00	$12,000.00	$650.00	$13,000.00	$3,500.00	$70,000.00	$1,600.00	$32,000.00	$861.40	$17,228.00	$1,580.00	$31,600.00	$480.00	$9,600.00	$634.05	$12,681.00	$2,000.00	$40,000.00
412	FURNISH AND INSTALL 8" FLEX BASE, TYPE A	SY	580.00	$57.00	$33,060.00	$22.50	$13,050.00	$35.00	$20,300.00	$44.00	$25,520.00	$25.96	$15,056.80	$31.00	$17,980.00	$24.00	$13,920.00	$91.06	$52,814.80	$65.00	$37,700.00
413	FURNISH AND INSTALL 3" TEMPORARY HMAC, TYPE B	SY	580.00	$29.00	$16,820.00	$35.00	$20,300.00	$40.00	$23,200.00	$60.00	$34,800.00	$44.10	$25,578.00	$26.00	$15,080.00	$48.00	$27,840.00	$76.80	$44,544.00	$100.00	$58,000.00
414	FURNISH AND INSTALL 8" HDPE IPS (DR-17), ASTM 714, ASTM D3350 WASTEWATER LINE BY PIPE BURST	LF	435.00	$153.00	$66,555.00	$150.00	$65,250.00	$115.00	$50,025.00	$135.00	$58,725.00	$218.30	$94,960.50	$291.00	$126,585.00	$240.00	$104,400.00	$251.53	$109,415.55	$185.00	$80,475.00
415	BYPASS PUMPING	LS	1.00	$12,000.00	$12,000.00	$9,700.00	$9,700.00	$10,000.00	$10,000.00	$24,000.00	$24,000.00	$10,030.00	$10,030.00	$37,895.00	$37,895.00	$21,000.00	$21,000.00	$14,712.00	$14,712.00	$15,000.00	$15,000.00
416	REMOVE EXISTING 6" WASTEWATER LINE	LF	829.00	$9.00	$7,461.00	$33.00	$27,357.00	$50.00	$41,450.00	$30.00	$24,870.00	$53.10	$44,019.90	$47.00	$38,963.00	$6.00	$4,974.00	$7.31	$6,059.99	$45.00	$37,305.00
Sub Totals					$424,570.45		$472,420.50		$572,464.00		$583,366.00		$644,137.88		$655,897.00		$599,926.00		$555,642.21		$808,299.00
Grand Total					$2,110,733.10		$2,247,299.99		$2,324,332.00		$2,340,305.00		$2,407,229.20		$2,424,138.00		$2,470,549.00		$3,244,367.86		$3,840,740.00
Alternate 1																					
ALTERNATIVE BID 1																					
501	18" POLYPROPYLENE PIPE FOR STORM SEWER	LF	428.00	$98.15	$42,008.20	$92.75	$39,697.00	$75.00	$32,100.00	$146.00	$62,488.00	$96.76	$41,413.28	$109.00	$46,652.00	$108.00	$46,224.00	$72.30	$30,944.40	$120.00	$51,360.00
502	24" POLYPROPYLENE PIPE FOR STORM SEWER	LF	849.00	$119.25	$101,243.25	$105.00	$89,145.00	$80.00	$67,920.00	$150.00	$127,350.00	$139.24	$118,214.76	$137.00	$116,313.00	$132.00	$112,068.00	$91.43	$77,624.07	$150.00	$127,350.00
Sub Totals					$143,251.45		$128,842.00		$100,020.00		$189,838.00		$159,628.04		$162,965.00		$158,292.00		$108,568.47		$178,710.00
Grand Total with Alternate					$2,093,971.45		$2,229,321.99		$2,247,326.00		$2,328,819.00		$2,393,129.38		$2,394,276.00		$2,383,699.00		$3,216,265.94		$3,678,975.00

ALLIANCE GEOTECHNICAL GROUP

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

October 7, 2024
Proposal No.: P24-1007C

Mr. Elijah Dorminy
City of Colleyville
101 Main Street
Colleyville, Texas 76034

Subject: Construction Materials Testing Services
Tinker Road Improvements
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:

- Paving and Earthwork:
  - Mill and Overlay on Tinker Road
  - New Sidewalks
  - New Utilities

SCOPE OF SERVICES

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

ALLIANCE GEOTECHNICAL GROUP

Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/ 10,000 square feet for paving areas, 1/2,500 square feet for building areas, 1/ 2,500 square feet for select fill, 1/75 linear feet for utilities, 1/100 linear feet for beam and footing areas, with a minimum of 2 tests per lift per area

Inspections and Testing for Concrete Construction

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

Inspections and Testing for Asphalt Construction

- Sample materials per Tex-221-F to be used for HMAC Placements. Prepare and test the samples for;
    - Item 340/341 testing is performed by TxDot-certified level 1A and Level 1B technicians
    - Tex-227-F (Theoretical Maximum Specific Gravity of Bituminous Mixtures) 1/Day

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 $44,335.00.** The invoicing for this project will use the attached Fee Schedule **and *the actual quantity of work performed*.** The estimated budget will not be exceeded without prior approval. The City of Colleyville and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered

under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area in which 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 the acceptance form below and returning it. Any modifications to the attached language must be accepted by both parties.

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

Sincerely,
Alliance Geotechnical Group

Jeffrey Diener C.E.T.
Project Manager

Josh Davis, M.Eng., S.E.T
Branch Manager

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

Alliance Geotechnical Group
PROJECT DATA SHEET - BUDGET
Tinker Road (P24-1007C)

Concrete				
1000	Concrete Technician	60.00 @	$60.00	$3,600.00
1001	Concrete Technician Overtime		$90.00	$0.00
1008	Concrete Cylinder Pick Up	15.00 @	$225.00	$3,375.00
1009	Concrete Cylinder Pick Up Overtime		$337.50	$0.00
ASTM C39	Compressive Strength of Cylindrical Concrete Specimens	60.00 @	$35.00	$2,100.00
			Concrete Budget:	$9,075.00
Asphalt				
1600	HMAC Inspection, Roadway Level 1B	32.00 @	$85.00	$2,720.00
1601	HMAC Inspection Overtime, Roadway Level 1B	8.00 @	$127.50	$1,020.00
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	4.00 @	$95.00	$380.00
			Asphalt Budget:	$4,120.00
Misc				
1307	Project Manager	40.00 @	$105.00	$4,200.00
1322	Vehicle Trip Charge	55.00 @	$60.00	$3,300.00
			Misc Budget:	$7,500.00
Soils				
1400	Earthwork Inspection and Testing	208.00 @	$70.00	$14,560.00
1401	Earthwork Inspection and Testing Overtime		$105.00	$0.00
ASTM D1140	Material in Soils Finer than No. 200 Sieve	4.00 @	$75.00	$300.00
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils	4.00 @	$75.00	$300.00
ASTM D6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	308.00 @	$25.00	$7,700.00
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort	4.00 @	$195.00	$780.00
			Soils Budget:	$23,640.00
			Total Budget:	**$44,335.00**

ALLIANCE GEOTECHNICAL GROUP

CME
ACCEPTANCE FORM

Date:	October 7, 2024	AGG Cost Estimate No:	P24-1007C
Project Name:	Tinker Road Improvements	CME Estimate: $	44,335.00
Project City:	Colleyville, Texas		

Highlighted Areas Must Be Filled Out

CLIENT: _____ ATTN: _____
ADDRESS: _____ EMAIL: _____
CITY/STATE/ZIP: _____ PHONE/FAX: _____
OWNER OF PROPERTY: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____
PROJECT COUNTY: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.
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 $1,000.00, written authorization must be received prior to the start of work and payments must be received before reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: _____
Signature Title Date

Accounts Payable Contact:
Name: _____ Phone: _____ Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technician's time ticket upon completion of our daily work:_____
If no names are provided it will be understood no authorized field representative signature was required.

REPORT DISTRIBUTION

FIRM	CONTACT NAME	EMAIL

ALLIANCE GEOTECHNICAL GROUP

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. Field density testing will be charged at a minimum of 3 tests per trip.

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 ferroscan 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, 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 CONROLLING 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

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:
2024-1222509

Date Filed:
10/03/2024

Date Acknowledged:

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

2R Construction Services
Wylie, 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.

Bid #ENG-2024-011
Underground Utilities and Street Rehabilitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
City of Colleyville	Colleyville, TX United States		X

RICHARD JOHNSON
NOTARY PUBLIC
STATE OF TEXAS
ID 133535593
EXP. 01-14-2026

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Raul A Canales Jr, and my date of birth is 01-28-82.

My address is 6428 Alexandria Meadows, Fort Worth, TX, 76131, U.S.
(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 TX, on the 3 day of Oct (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1222509

Date Filed:
10/03/2024

Date Acknowledged:
10/03/2024

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

2R Construction Services
Wylie, 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.

Bid #ENG-2024-011
Underground Utilities and Street Rehabilitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
City of Colleyville	Colleyville, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 5 **Agenda Date** 10/15/2024
Type Report
Department Finance

Title
Monthly Financial Report - September 2024

Explanation
Finance Director Matt Poston will present the September 2024 Financial Report.

Attachments
1. September Monthly Financial Report Presentation
2. September 2024 - Monthly Budget vs Actual Report

Monthly Financial Report September 2024

City Council Meeting
October 15, 2024

Note: *The financial figures presented are unaudited and subject to change pending final audit adjustments and transfers.*

General Fund Performance

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	$ 28,554,942	$ 29,159,019	102.1%	$ 28,314,989	108.0%
Expenditures	27,263,762	26,661,018	97.8%	28,285,710	111.8%
Total	$ 1,291,180	$ 2,498,001		$ 29,279	

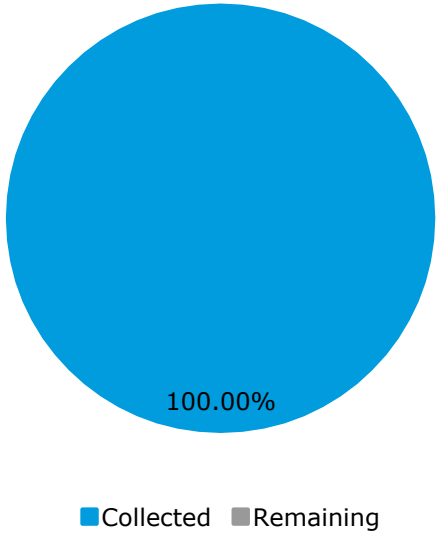
% of year Completed: 100.0%

% of Budget Spent: 97.8%

Note: *The financial figures presented are unaudited and subject to change pending final audit adjustments and year-end transfer to capital.*

Property Tax Collections

Cummulative Collections vs. Budget



FY 23/24 Rate:
- M&O – $0.251399
- I&S – $0.009593

Total Rate – $0.260991/$100

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Current Taxes	$ 17,032,634	$ 17,101,227	100.40%	$ 15,793,100	100.10%

Sales Tax: Ten-Year History

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

10-year Change: $1,924,271

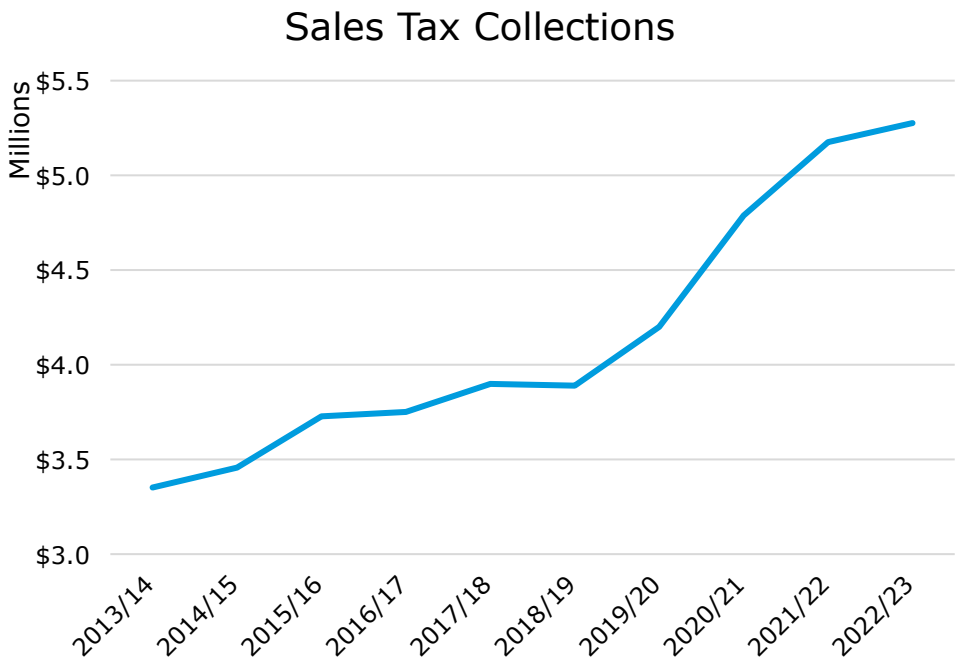
Compound Annual Growth Rate 5.17%

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

Sales Tax Rate:
- State – 6.25%
- City – 1.00%
- CCCPD – 0.50%
- CEDC – 0.50%

Total Rate – 8.25%

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



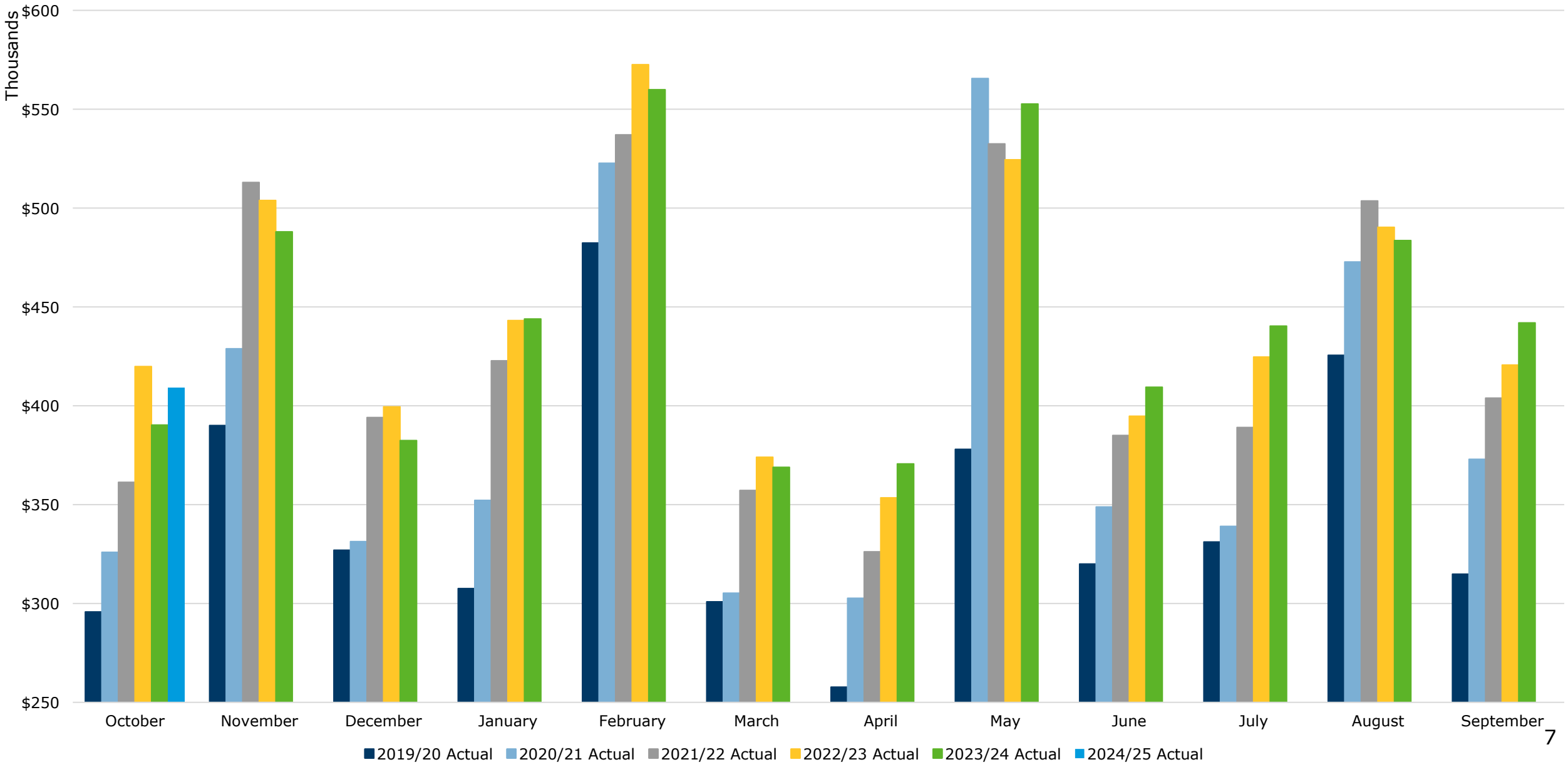
Sales Tax: FY24 Year Collections

Collections Month	Sales Month	2022/23 Actual	2023/24 Actual	Increase/ (Decrease)	% Change
October	August	$ 419,885	$ 390,305	$ (29,580)	-7.04%
November	September	503,899	488,030	(15,869)	-3.15%
December	October	399,505	382,458	(17,047)	-4.27%
January	November	443,160	443,954	794	0.18%
February	December	572,573	559,919	(12,654)	-2.21%
March	January	374,024	368,924	(5,100)	-1.36%
April	February	353,491	370,650	17,159	4.85%
May	March	524,468	552,675	28,207	5.38%
June	April	394,774	409,431	14,657	3.71%
July	May	424,700	440,355	15,655	3.69%
August	June	490,319	483,624	(6,695)	-1.37%
September	July	420,650	441,974	21,324	5.07%
Total		**$ 5,321,448**	**$ 5,332,299**	**$ 10,851**	**0.20%**

Sales Tax: Current Year Collections

Collections Month	Sales Month	2023/24 Actual	2024/25 Actual	Increase/ (Decrease)	% Change
October	August	$ 390,305	$ 409,261	$ 18,956	4.86%
Total		**$ 390,305**	**$ 409,261**	**$ 18,956**	**4.86%**

Sales Tax: Comparative Collections



Sales Tax: Regional Benchmark

	Net Payment This Period	Comparable Payment PY	% Change	Payment YTD	PY Payment YTD	% Change
Colleyville	613,584	585,165	4.86%	6,717,791	6,579,407	2.10%
North Richland Hills	1,778,968	1,706,796	4.23%	17,468,405	17,082,091	2.26%
Bedford	$ 1,458,310	$ 1,414,785	3.08%	$ 13,681,819	$ 13,234,748	3.38%
Grapevine	4,906,039	4,800,639	2.20%	53,351,972	49,566,701	7.64%
Keller	1,335,467	1,312,668	1.74%	13,954,723	13,679,384	2.01%
Hurst	1,346,766	1,528,375	-11.88%	15,384,600	15,563,127	-1.15%
Euless	2,134,281	2,479,522	-13.92%	21,352,724	21,395,001	-0.20%
Southlake	3,227,135	4,939,884	-34.67%	33,203,770	35,180,632	-5.62%

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

Utilities Fund Performance

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	$ 24,102,616	$ 23,429,350	97.2%	$ 22,927,765	118.9%
Expenditures	24,102,616	20,010,921	83.0%	23,072,007	119.0%
Total	**$ -**	**$ 3,418,429**		**$ (144,242)**	

% of year Completed: 100.0%

% of Budget Spent: 83.0%

TRA			City		
	FY 23/24 Budget	FY 23/24 YTD		FY 23/24 Budget	FY 23/24 YTD
Revenues	$ 19,889,768	$ 17,332,328	Revenues	$ 4,212,848	$6,097,021
Expenditures	19,889,768	15,519,280	Expenditures	$ 4,212,848	4,491,641
Total	**$ -**	**$ 1,813,048**		**$ -**	**$1,605,380**

Drainage Fund Performance

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	$ 1,482,143	$ 1,494,327	100.8%	$ 1,075,984	103.0%
Expenditures	738,386	732,192	99.2%	1,108,270	153.6%
Total	$ 743,757	$ 762,136		$ (32,286)	

% of year Completed: 100.0%

% of Budget Spent: 99.2%

Hotel Tax (HOT) Fund Performance

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	$ 202,000	$ 173,368	85.8%	$ 212,460	77.3%
Expenditures	188,532	237,291	125.9%	257,642	94.2%
Total	$ 13,468	$ (63,923)		$ (45,181)	

% of year Completed: 100.0%

% of Budget Spent: 125.9%

Debt Service Fund Performance

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	$ 1,238,871	$ 1,216,252	98.2%	$ 630,006	103.5%
Expenditures	1,235,460	1,245,535	100.8%	1,059,034	137.7%
Total	$ 3,411	$ (29,283)		$ (429,028)	

% of year Completed: 100.0%
% of Budget Spent: 100.8%

Questions & Discussion

?

MEMO

To: **Mayor and City Council**

From: **Matthew Poston, Director of Finance**

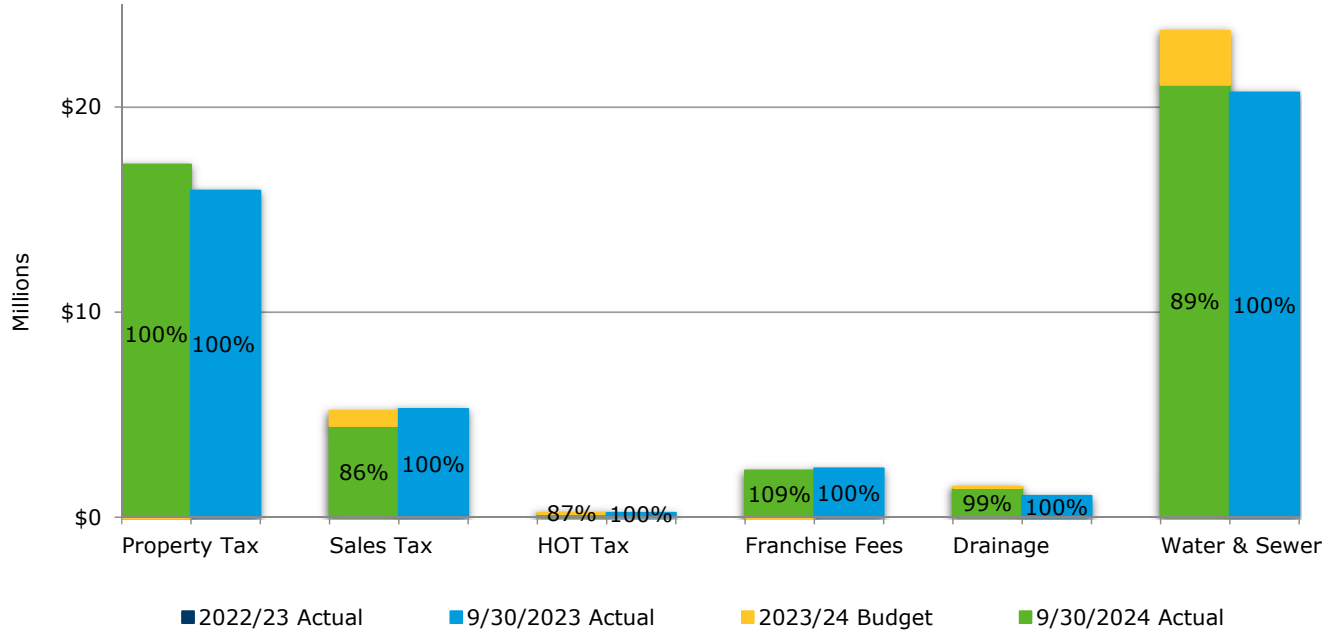
Date: **October 9, 2024**

Subject: **Monthly Budget vs. Actual as of 9/30/24**

Below is a summary of the budget vs. actual for the City of Colleyville for fiscal year 2023/24 through September. Please note the financial figures presented are unaudited and subject to change pending final audit adjustments and transfers.

Major Revenue Outlines:

- Property taxes – Collected 100.4% of the fiscal year's budget, amounting to $17.2 million.
- Sales tax – Collections for October (reflecting August purchases) increased by 4.86% year-over-year.
- Hotel Occupancy tax – Achieved 86.7% of the fiscal year's budget, totaling $173 thousand.
- Franchise fees – Garnered 108.6% of the fiscal year's budget, equaling $2.3 million.
- Water and Sewer sales –Collections stand at 88.9% of the fiscal year's budget, reaching $21.1 million.
- Drainage fees – Achieved 99.1% of the fiscal year's budget, with total collections at $1.4 million.



Expenditure Updates:

- General Fund – Expenditures total $26.7 million, or 97.8% of the annual budget. This aligns with the 100% progression of the fiscal year, indicating spending is on target.
- Utilities Fund – Expenditures total $20.0 million, or 83.0% of the annual budget. This marks spending below expectations given the fiscal year's progression.
- Drainage Fund – Expenditures are at $732 thousand, or 99.2% of the annual budget, aligning closely with the fiscal timeline.

A detailed monthly report is enclosed for your review. Please feel free to reach out should you have any questions or require further information.

City of Colleyville
Monthly Budget vs Actual Report
September 30, 2024

	FY 2023/24				FY 2022/23				
	Annual Budget	Actual Thru Mth	Variance Annual	% of Annual Bdg	Annual Actual	Actual Thru Mth	Variance Annual	% of Annual Act	% chg from PY
General Fund									
Current Taxes	17,032,634	17,101,227	(68,593)	100.4%	15,793,100	15,793,100	-	100.0%	8.3%
Delinquent	30,000	8,004	21,996	26.7%	48,969	48,969	-	100.0%	-83.7%
P&I	60,000	85,231	(25,231)	142.1%	79,873	79,873	-	100.0%	6.7%
Property Tax Total	17,122,634	17,194,462	(71,828)	100.4%	15,921,942	15,921,942	-	100.0%	8.0%
Sales Tax	5,180,876	4,453,964	726,912	86.0%	5,275,999	5,275,999	-	100.0%	-15.6%
Oncor Electric	900,000	915,334	(15,334)	101.7%	932,573	932,573	-	100.0%	-1.8%
Tri-County Electric	140,000	191,546	(51,546)	136.8%	182,874	182,874	-	100.0%	4.7%
Atmos Gas	455,000	629,385	(174,385)	138.3%	678,419	678,419	-	100.0%	-7.2%
AT&T	15,000	11,582	3,418	77.2%	13,461	13,461	-	100.0%	-14.0%
Verizon/Others	12,000	9,655	2,345	80.5%	10,235	10,235	-	100.0%	-5.7%
Refuse/Recycling	250,000	294,155	(44,155)	117.7%	303,788	303,788	-	100.0%	-3.2%
Cable TV	325,000	224,807	100,193	69.2%	261,357	261,357	-	100.0%	-14.0%
Network Nodes	-	250	(250)	0.0%	250	250	-	100.0%	0.0%
Franchise Fees	2,097,000	2,276,714	(179,714)	108.6%	2,382,957	2,382,957	-	100.0%	-4.5%
GF Revenues	28,554,942	29,159,019	(604,077)	102.1%	28,314,989	28,314,989	-	100.0%	3.0%
GF Expenditures	27,263,762	26,661,018	602,745	97.8%	28,285,710	28,285,710	-	100.0%	-5.7%
Utilities Fund									
Water - Base Rate	2,190,683	2,111,607	79,077	96.4%	2,171,138	2,171,138	-	100.0%	-2.7%
Sewer - Base Rate	1,628,164	1,640,279	(12,115)	100.7%	1,566,422	1,566,422	-	100.0%	4.7%
Water - Volumetric Rate	16,027,206	13,333,796	2,693,410	83.2%	13,114,292	13,114,292	-	100.0%	1.7%
Sewer - Volumetric Rate	3,862,562	3,998,532	(135,969)	103.5%	3,854,630	3,854,630	-	100.0%	3.7%
Water & Sewer	23,708,616	21,084,214	2,624,402	88.9%	20,706,483	20,706,483	-	100.0%	1.8%
Utilities Revenues	24,102,616	23,429,350	673,266	97.2%	22,927,765	22,927,765	-	100.0%	2.2%
Utilities Expenditures	24,102,616	20,010,921	4,091,695	83.0%	23,072,007	23,072,007	-	100.0%	-13.3%
Debt Service Fund									
Current Taxes	1,209,871	652,489	557,382	53.9%	591,268	591,268	-	100.0%	10.4%
Delinquent	2,000	434	1,566	21.7%	2,172	2,172	-	100.0%	-80.0%
P&I	2,000	3,330	(1,330)	166.5%	3,171	3,171	-	100.0%	5.0%
Property Tax Total	1,213,871	656,252	557,619	54.1%	596,611	596,611	-	100.0%	10.0%
DS Revenues	1,238,871	1,216,252	22,619	98.2%	630,006	630,006	-	100.0%	93.1%
DS Expenditures	1,235,460	1,245,535	(10,075)	100.8%	1,059,034	1,059,034	-	100.0%	17.6%
Drainage Fund									
Drainage Fee	1,457,143	1,444,455	12,688	99.1%	1,035,867	1,035,867	-	100.0%	39.4%
Drain Revenues	1,482,143	1,494,327	(12,185)	100.8%	1,075,984	1,075,984	-	100.0%	38.9%
Drain Expenditures	738,386	732,192	6,194	99.2%	1,108,270	1,108,270	-	100.0%	-33.9%
Hotel Occupancy Tax (HOT) Fund									
HOT Tax	200,000	173,368	26,632	86.7%	211,461	211,461	-	100.0%	-18.0%
HOT Revenues	202,000	173,368	28,632	85.8%	212,460	212,460	-	100.0%	-18.4%
HOT Expenditures	188,532	237,291	(48,759)	125.9%	257,642	257,642	-	100.0%	-7.9%

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 6a **Agenda Date** 10/15/2024 **Number** Ordinance O-24-2299
Type Ordinance
Department Community Development

Title
Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012

Explanation
Second Reading and Public Hearing

The applicant presented the request and answered questions. The business owners were present and described the business activity. No one came forward to speak during the public hearing.

First Reading and Public Hearing

A super-majority vote was originally required for this item. No change of zoning where exists a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. The opposition was originally calculated at approximately 38%. However, three of the adjacent property owners have rescinded their opposition of the vet clinic use. The new calculation is approximately 2%.

Reece Flanagan, the applicant, has submitted a request for a Special Use Permit (SUP) for a Veterinary Clinic on Lot 2, Block 1, Chandler Addition, being approximately 1.10 acres, and zoned ML Light Manufacturing. Veterinary services are only allowed in the ML Light Manufacturing zoning district with the approval of a Special Use Permit (SUP). The request is to allow for a pet surgery center and office building for an existing mobile veterinary business, The Vet Gal and Guys.

Existing Conditions/Background: The subject property, 1721 John McCain Road, is zoned ML Light Manufacturing and is located on the south side of the intersection of John McCain Road and Majestic Manor. The property is a platted lot and is currently undeveloped.

SUP Request: The applicant is requesting approval of an SUP to allow for a veterinary clinic. The property is zoned ML Light Manufacturing, which allows for a veterinary clinic with approval of an SUP.

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

Analysis: Per the attached Statement of Planning Objectives, the proposed development will include four buildings, one of which will include a veterinary surgery center that will also act as office space for an existing mobile veterinary clinic. The buildings have gone through staff site plan review, and have been deemed to comply with the standards found in the Land Development Code. They will install measures to reduce pet noise, odor, and minimize traffic to the site.

The SUP is to allow for one of the buildings, Building #1, to operate as a pet surgery center and a garage for a mobile vet clinic. The primary business model involves mobile vet clinic vans going to the houses of pet parents and performing clinical operations on-site, such as examinations, in-home euthanasia, and vaccinations. The building would act as an office space for employees, a garage for the vet clinic vans, and a surgery center. The hours of operation would be from 8am-5pm, and the number of employees is projected to be around 10. Surgery operations would be done each week on Thursdays, and no overnight stays for pets or employees would be allowed. The clinic will perform small-scale surgeries, and any intensive surgeries which would require 24-hour care for pets would be transferred to a 24-hour care hospital which The Vet Gal and Guys are contracted with.

Plat Status: The property is platted as Lot 2, Block 1, Chandler Addition.

DRC Review: The DRC reviewed the request and offered the following comments.

1. On the Site Plan provide the following: dimension setback of buildings from John McCain; dimension fire lane; provide in a table calculation of off-street parking and impervious and pervious calculations; and identify existing sidewalk and ROW easements along John McCain Road; label the outdoor pet relief and play area
2. A variance request for the landscaping does not present a hardship, hardship is self-made due to multiple buildings being proposed. Add the missing required shrubs in the street ROW. The shrubs need to be 18” in height or five gallon plant shall be planted on-site for each five (5) feet of public street ROWs.
3. Fencing on the West side of property adjacent to residential will be required to be 8 foot masonry wall due to residential adjacency. Provide an elevation of the wall and its materials.
4. The site will require 24,416 sq. ft. of additional tree canopy to be planted: proposed landscape plan shows 32,200 sq. ft. to be planted if approved. Site will meet Urban Forestry preservation and canopy requirements.
5. A tree removal permit will be required prior to the removal of any trees on the property. Six trees proposed to be removed, $50 base fee + $25 per tree for permit costs.
6. The building articulation for all four buildings does not meet the required vertical and horizontal articulation of Chapter 6 of the Land Development Code. In

addition, adding stone elements may help the overall design, especially where stucco is proposed.

7. Building one: front façade requires three or more roof panes for vertical articulation standards. Only showing two roof panes currently. Parapets should be equal to at least 15% of the wall height. Wall height = 24', should be a minimum of 3.6' height parapet. Parapet looks to be 2'. Required to have a minimum of three architectural changes on side and rear facades.
8. Building two: required to have a minimum of three architectural changes on side and rear facades.
9. Buildings three and four: required to add another roof pane to satisfy the front façade requirements.
10. Provide a low solid wall constructed of clay-fired brick, native stone, cast stone, or a combination of these materials, not less than thirty (30) inches in height adjacent to the John McCain ROW and placed in the required landscaped area.

The applicant has provided multiple submittals to staff after reviews and the exhibits have been modified to meet requirements.

Drainage: The drainage will be directed to the south of the property to a proposed detention pond.

Surrounding Development: The properties to the north are zoned PUD-R Planned Unit Development – Residential and are improved with single-family homes. The property to the east is zoned ML Light Manufacturing and improved with commercial uses. The property to the west is zoned PUD-C Planned Unit Development – Commercial and improved with a commercial office building, and PUD-R and improved with single-family homes. The property to the south is the TEXRail line.

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 with the stipulation that transportation is only allowed by the business and there shall be no drop off or pick up by the client at their September 9, 2024 meeting by a vote of 5-1.

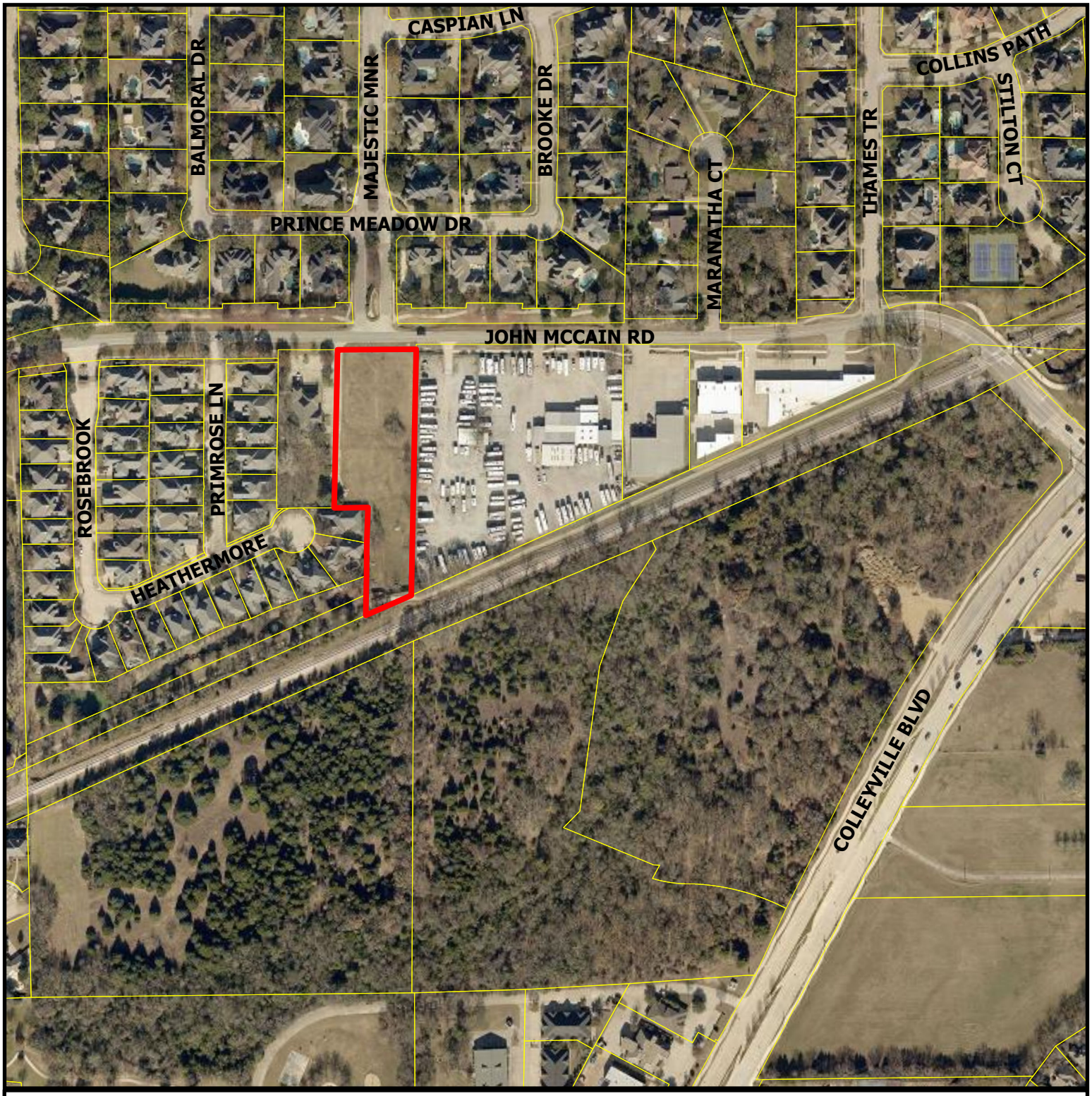
Financial Impact

There is no financial impact to the City.

Recommendation
None
Staff is neutral on this request.

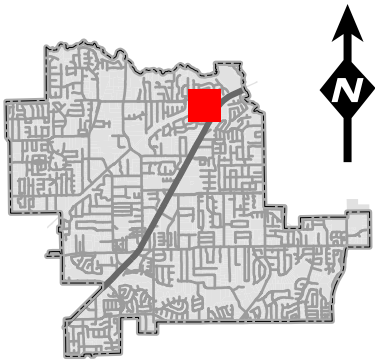
Attachments
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Applicant's City Council October 2, 2024 Presentation
6. Site Plan Exhibit
7. Floor Plan Exhibits
8. Elevations Exhibits
9. Drainage Exhibits
10. Utility Plan Exhibit
11. Urban Forestry Plan
12. Landscaping Plan
13. Dumpster Enclosure Exhibit
14. Photos Provided by Applicant
15. Notification Map
16. Notification Letter
17. Notification List
18. Letters Received
19. Letters to Rescind Opposition September 2024
20. Opposition Map
21. Opposition Report
22. Ordinance O-24-2299

Aerial Map



ZC24-012

1721 John McCain Rd



Subject Property

DISCLAIMER:
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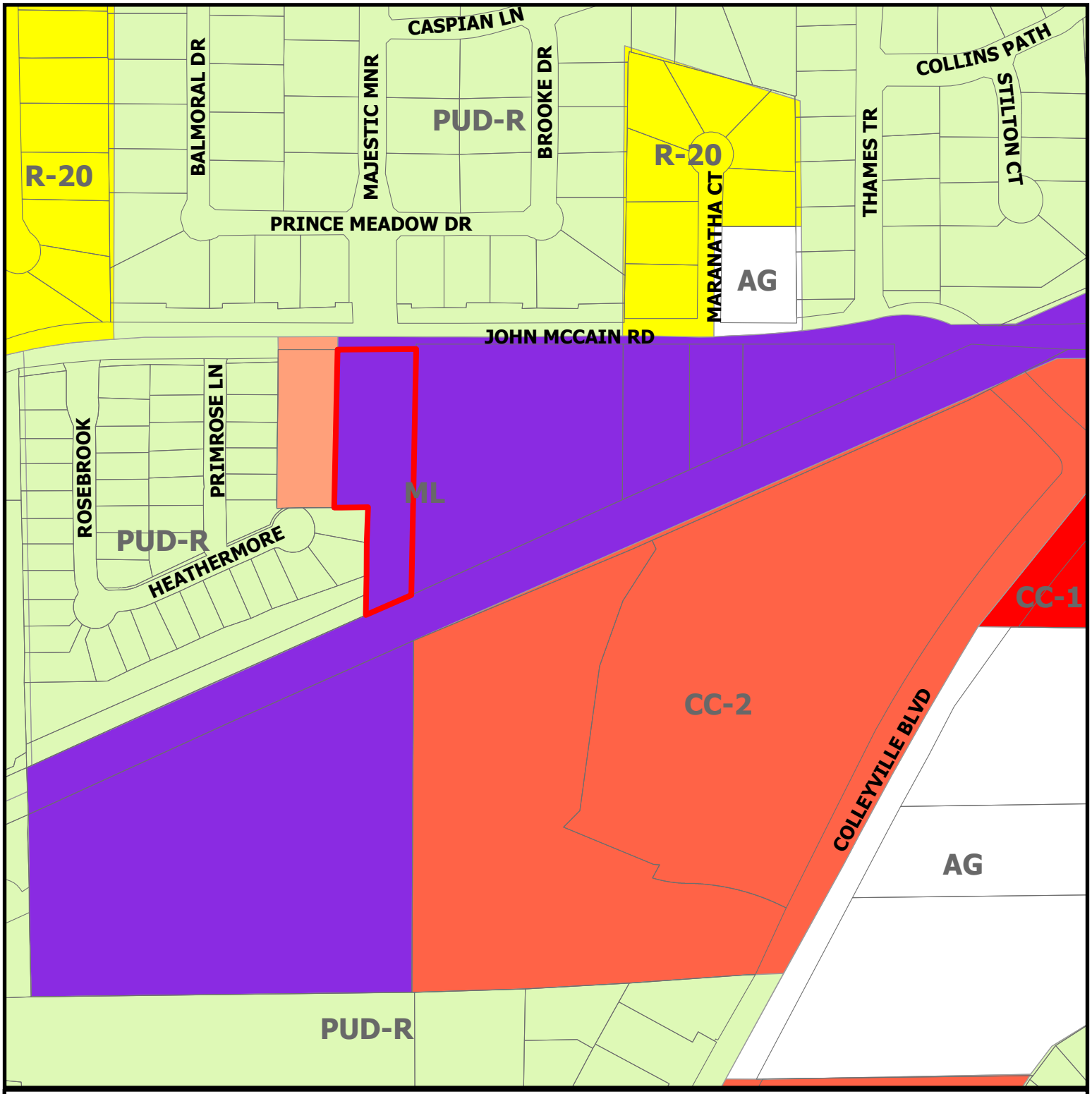
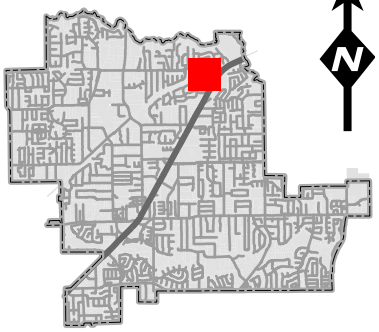
Zoning Map



CITY OF COLLEYVILLE TEXAS

ZC24-012

1721 John McCain Rd



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Subject Property

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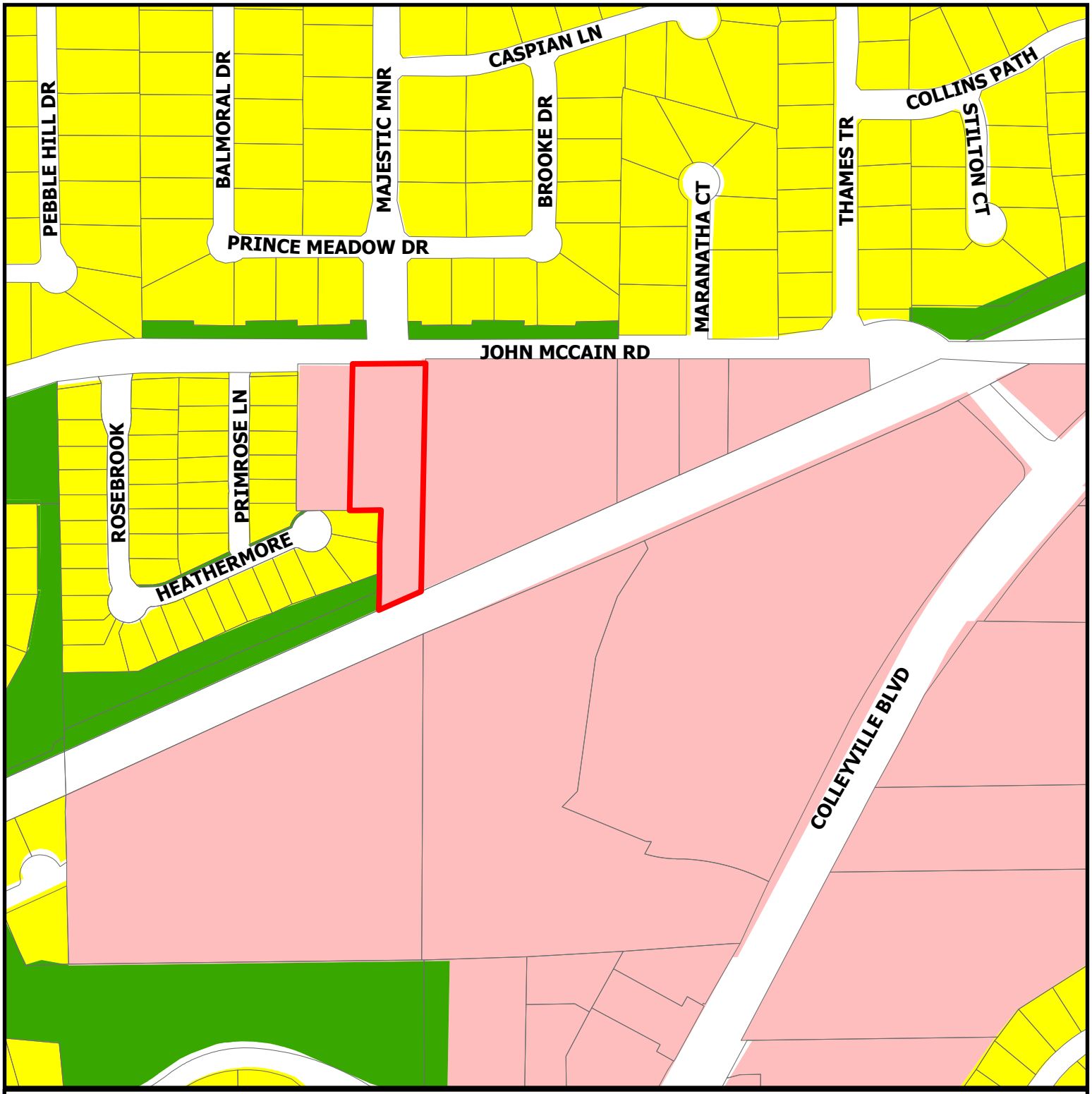
Future Land Use Map

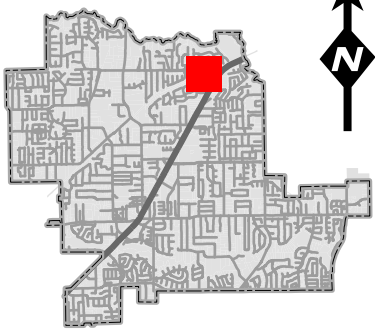


CITY OF COLLEYVILLE TEXAS

ZC24-012

1721 John McCain Rd

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



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COLEYVILLE TECHNICAL CENTER

RE: 1721 John McCain Road Colleyville, TX 76034

Proposal for New Veterinary Surgery Center and Boarding Facility in Colleyville

We are excited to propose a new development that we believe will greatly benefit The City and residents of Colleyville. Our veterinary clinic will be a surgery center and office for an existing Mobil vet clinic operating out of Southlake. The boarding facility will be state of the art and provide essential services to the community, generate substantial revenue, and offer a visually appealing commercial space.

Community Benefits:

- Essential Services: Our facility will cater to the health and well-being of pets in the area, ensuring residents have access to high-quality veterinary care and boarding services. This includes an existing business currently based in Southlake and providing services to clients in Southlake, Colleyville and the surrounding area.

- Economic Impact: The business will contribute to the local economy through job creation and increased revenue.

- Aesthetic Appeal: We have invested heavily in the design to ensure the development is visually pleasing and enhances the overall look of the area.

Addressing Concerns:

- Noise, Odor, and Traffic: We are committed to minimizing any potential negative impacts. Our design and construction plan meticulously address these concerns.

- Expertise: We have retained Al Locker from Houston, an expert who has designed and built over 110 boarding facilities. His expertise ensures that our facility will be built to the highest standards.

Flexibility in Design:

- Since we are building the facility from the ground up, we have the flexibility to incorporate solutions for key issues from the outset.

- Our goal is to create a positive contribution to the community with virtually no negative impact on the surrounding area.

Passion for Pets:

Our commitment to the animals is paramount. We will ensure their care and comfort through the TEAM concept, which focuses on investing in our employees. By providing continuous training and support, we empower our staff to deliver the highest level of care.

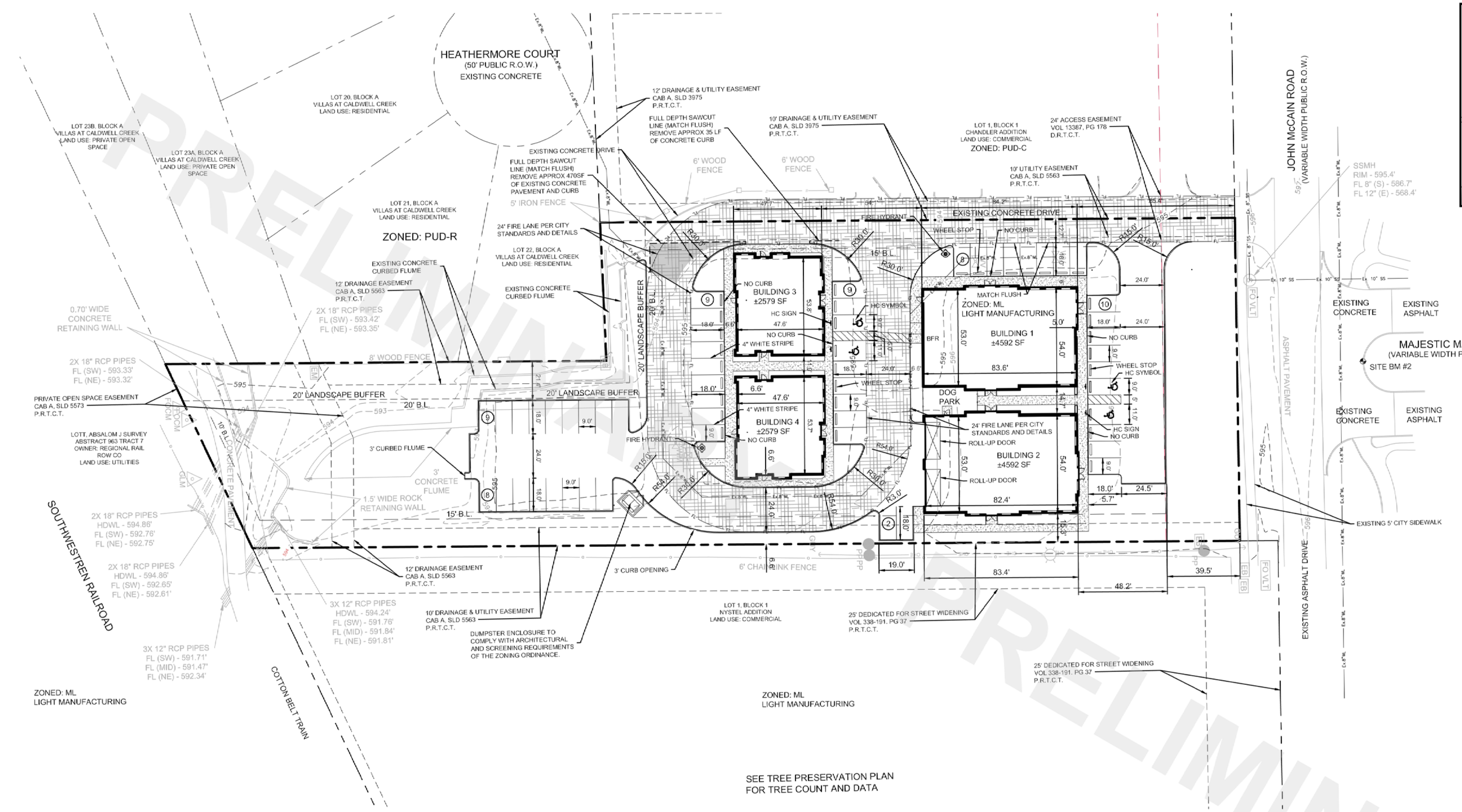
We have already developed a top-notch team through years of dedicated veterinary service. Our experienced veterinarians, skilled technicians, and compassionate support staff work tirelessly to provide exceptional care. Each team member brings a wealth of knowledge and a shared passion for animal welfare.

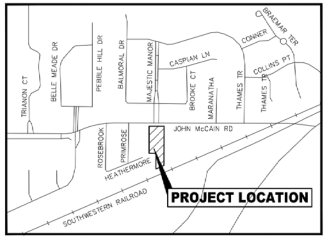
Building on this strong foundation, we are excited to expand our services with state-of-the-art boarding facilities. These new facilities will offer a safe, comfortable, and engaging environment for pets while their owners are away. From spacious, climate-controlled kennels to stimulating play areas and attentive supervision, every aspect of our boarding services is designed with the well-being of the animals in mind.

By integrating our veterinary expertise with our boarding services, we ensure a seamless experience for pets and their owners. Our team will monitor the health and behavior of each animal closely, providing personalized care and addressing any needs promptly.

Our goal is to create a home-away-from-home where pets feel loved, secure, and happy. Through our commitment to the TEAM concept and our continuous investment in our employees, we are confident in our ability to provide unparalleled care and comfort for every animal entrusted to us.

We look forward to the opportunity to bring this project to life and contribute to the vibrancy and well-being of Colleyville.





VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

LEGEND

	PROPERTY LINE
	EASEMENT / SETBACK LINE
FL	FIRE LANE STRIPING
	FIRE LANE EXTENTS
	SIDEWALK/FLATWORK
	ACCESSIBLE PARKING SPACE
BFR	BARRIER FREE RAMP

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. BUILDING DIMENSIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY.
3. CONTRACTOR SHALL REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL PROJECT INFORMATION APPLICABLE TO THIS SHEET.
4. ALL SIDEWALKS TO BE CONSTRUCTED WITH A MAXIMUM CROSS SLOPE OF 2.0%.

SITE DATA SUMMARY

SITE AREA	(81,471.48 SF) or 1.87 ACRES
CURRENT ZONING	ML - LIGHT MANUFACTURING
TOTAL BUILDINGS	4 BUILDINGS
BUILDING 1	4572 TOTAL GROSS SF
BUILDING 2	4572 TOTAL GROSS SF
BUILDING 3	2579 TOTAL GROSS SF
BUILDING 4	2579 TOTAL GROSS SF
TOTAL PARKING PROVIDED	*55 SPACES
PARKING AND BUILDINGS (IMPERVIOUS AREA)	40,003 SF (49%)
TOTAL LANDSCAPE AREA (PERVIOUS AREA)	41,468 SF (51%)
**STREET YARD LANDSCAPING	8,160 SF (10%)
FLOOR TO AREA RATIO (FAR)	17.6% OF SITE

*REQUIRED PARKING FOR OFFICE SHOWROOM LAND USE, PER TABLE 3.29 IN THE LAND DEVELOPMENT CODE, IS DETERMINED BY THE BUILDING OFFICIAL USING ACCEPTABLE INDUSTRY COMPARABLES.

**CHAPTER 4 IN THE LAND DEVELOPMENT CODE REQUIRES 20% OF THE LOT AREA TO BE LANDSCAPED. 50% OF THE LANDSCAPING MUST OCCUR WITHIN THE STREET YARD

REQUIRED STREET YARD LANDSCAPING =
TOTAL LOT AREA x (20%) X (50%) =
10% TOTAL LOT AREA

BENCHMARKS

PROJECT BM (SITE BM #1)
2" BRASS DISC LOCATED IN CONC APRON AT THE INTERSECTION OF CONC WALK IN THE NORTH R.O.W. OF PRINCE MEADOW DRIVE, IT IS ALSO LOCATED 47 FEET NORTHWEST OF THE CL INTERSECTION WITH MAJESTIC MANOR.
NAD83 (GRID)
N: 7017617.8
E: 2385658.8
PUBLISHED ELEV: 590.01

SITE BM #2
MAG NAIL SET IN THE SOUTH NOSE OF A MEDIAN AT THE INTERSECTION OF MAJESTIC MANOR AND JOHN MCCAIN ROAD, APPROX. 76 FEET NORTHEAST OF A SANITARY SEWER MANHOLE IN THE SOUTH LINE OF JOHN MCCAIN ROAD AND APPROX. 134 FEET NORTHWEST OF A POWER POLE.
NAD83 (GRID)
N: 7017376.8
E: 2385697.9
ELEV: 596.10'

ENGINEER / SURVEYOR:
FLANAGAN
5049 EDWARDS RANCH ROAD, SUITE 300
FORT WORTH, TEXAS 75205
CONTACT: REESE FLANAGAN
PHONE: (817) 704-0480
FIRM #: 22910

OWNER/DEVELOPER:
MICHAEL MASTERS
TEL: 817-988-1430
EMAIL: mikemfloors@aol.com

Texas811
Know what's below. Call before you dig.
(@ least 48 hours prior to digging)

FLANAGAN
Fort Worth, Texas | P: 817.704.0480 | flanagan-ls.com | TBPE Firm No. 22910
Contact: Reece Flanagan, P.E.

THIS SHEET IS INTEGRAL TO THE DESIGN DOCUMENTS AND SHALL NOT BE SEPARATED FROM THE PLAN SET

1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS
SITE PLAN

No.	Date	Revision Description

PROJECT NO.: 2022-90-02

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:

M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 7, 2024

SHEET NUMBER
C-2.1

the
VET Gal
and GUYS
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VETERINARIAN
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TheVetGal.com
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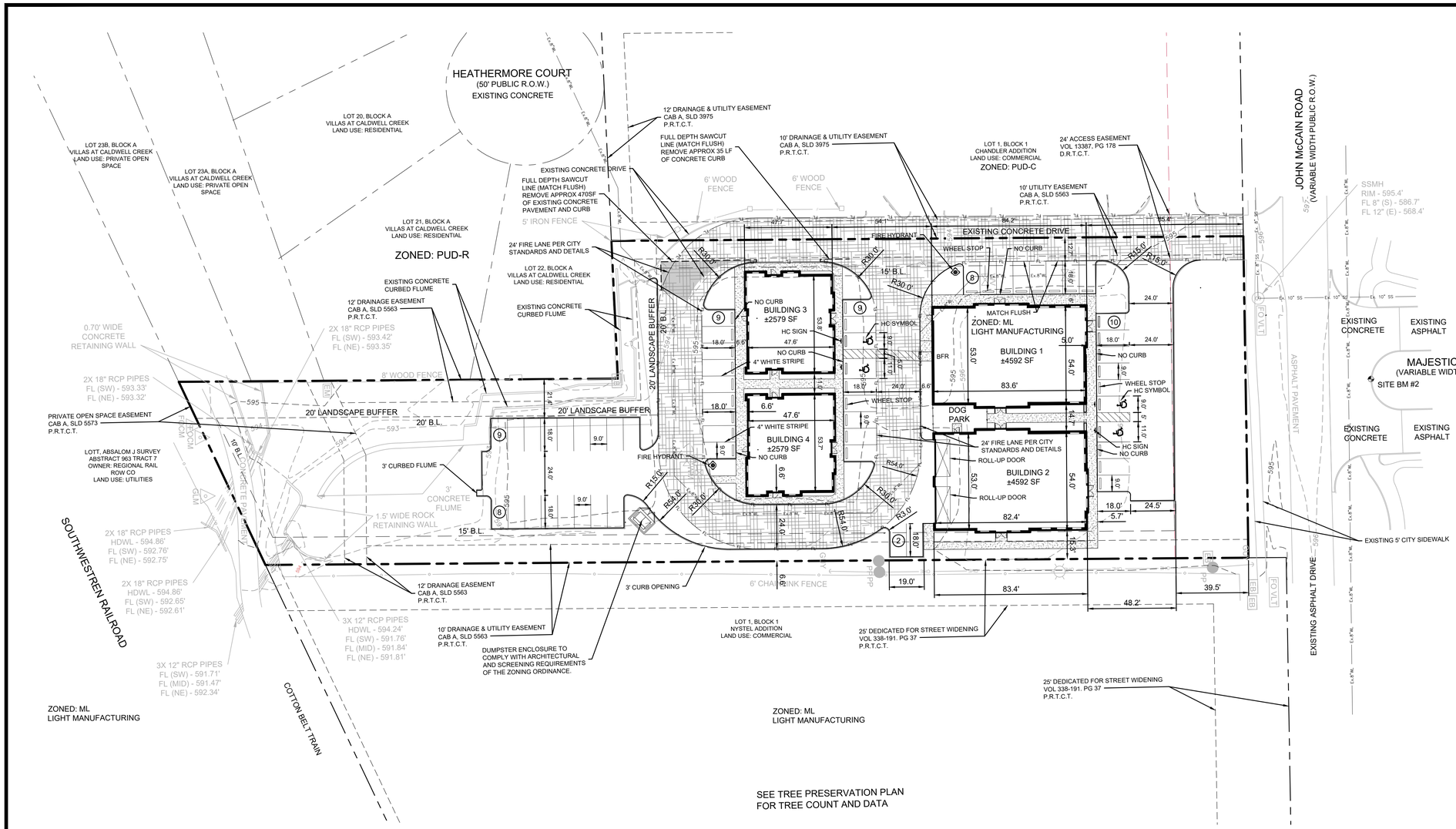

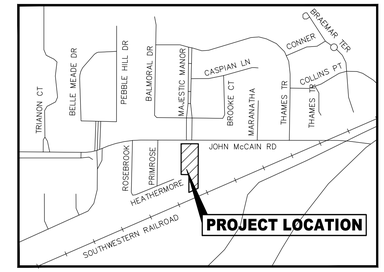

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
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1 inch = 30 ft.

LEGEND

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SEE TREE PRESERVATION PLAN
FOR TREE COUNT AND DATA

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1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS
SITE PLAN

No.	Date	Revision Description

PROJECT NO.: 2022-90-02

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M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 1, 2024

SHEET NUMBER
C-2.1

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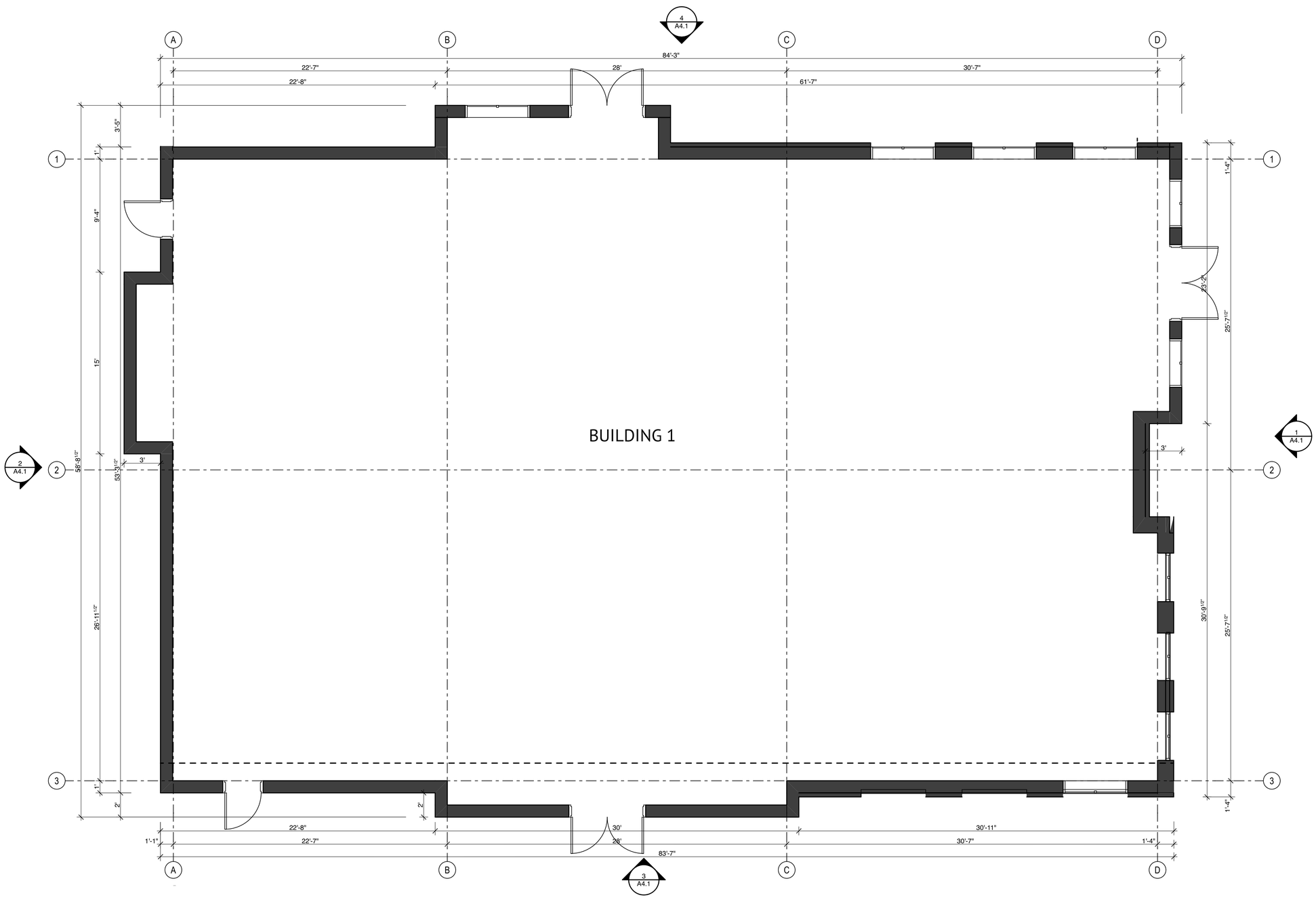

1 BUILDING 1 FLOOR PLAN

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

shelton
ARCHITECTURE

LINDSAY SHELTON
#25068

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7.23.24

COLLEYVILLE COMMERCIAL
1721 JOHN MCCAIN ROAD
CIOLLEYVILLE, TX 76034

A2.1

FLOOR PLAN - BUILDING 1

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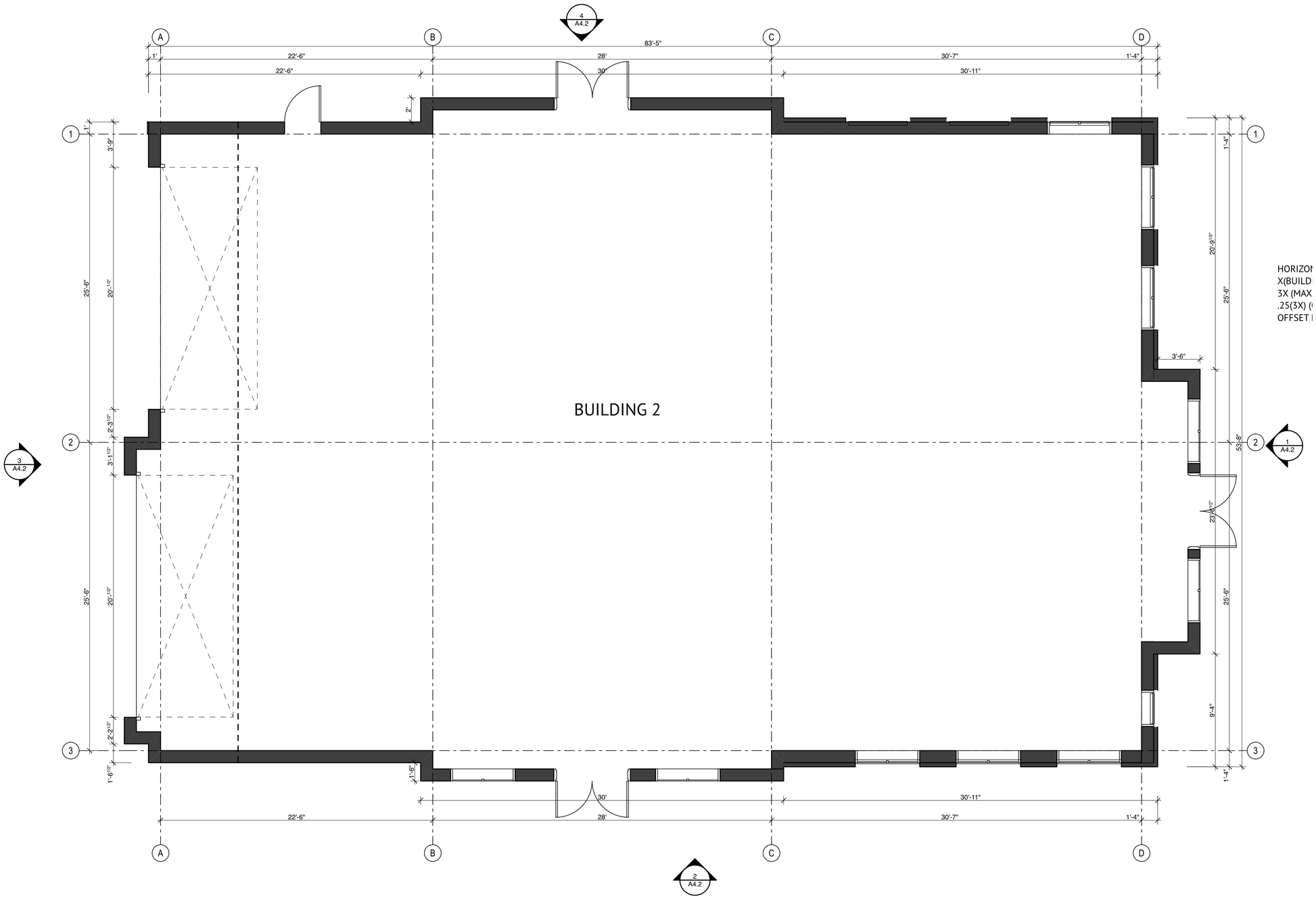

1 BUILDING 2 FLOOR PLAN
SCALE: 1/4" = 1'-0"

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7.23.24

HORIZOI
X(BUILD
3X (MAX
.25(3X) (
OFFSET

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1721 JOHN MCCAIN ROAD
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A2.2

FLOOR PLAN - BUILDING 2

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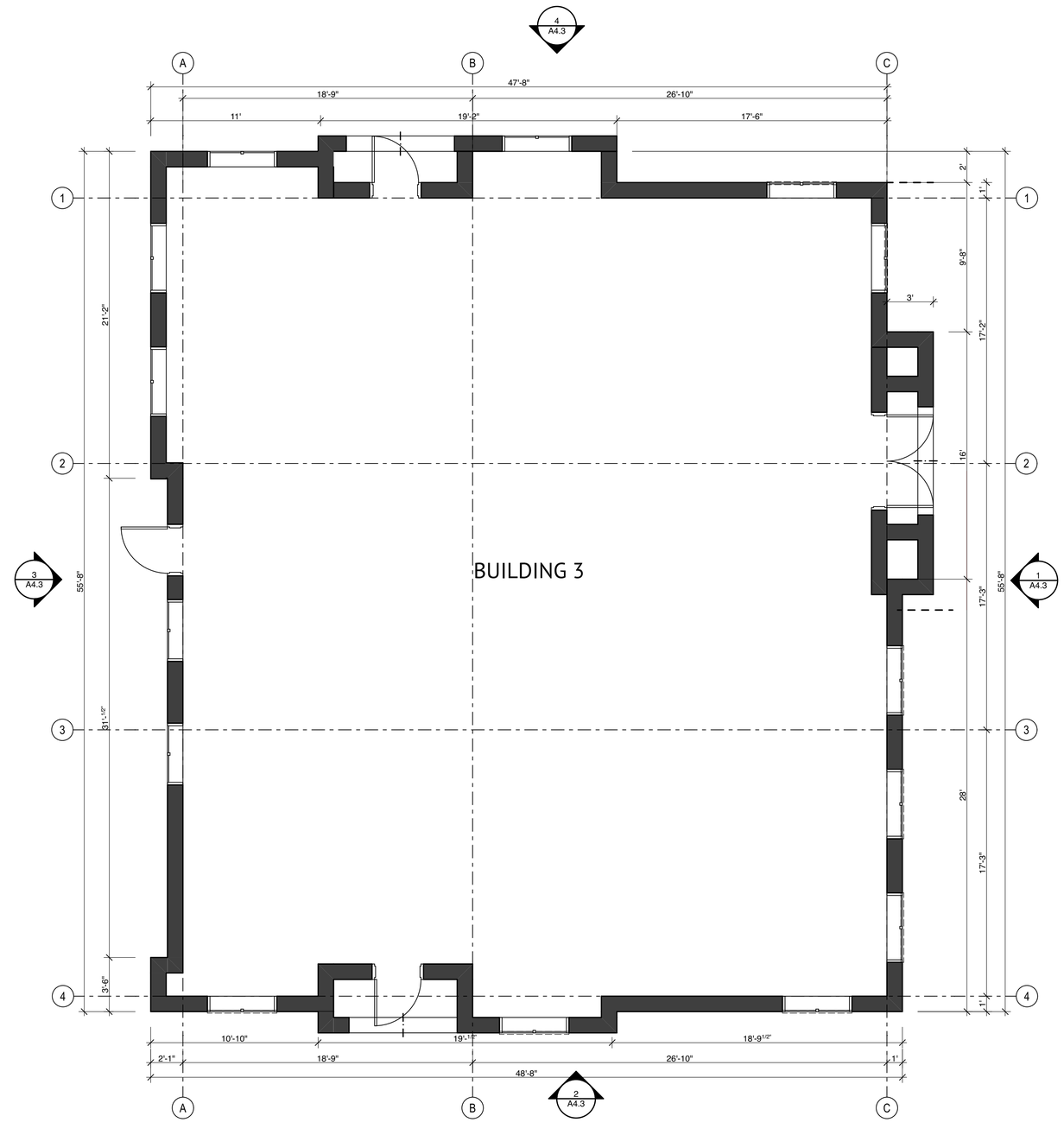

1 BUILDING 3 - FLOOR PLAN

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

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A2.3

FLOOR PLAN - BUILDING 3

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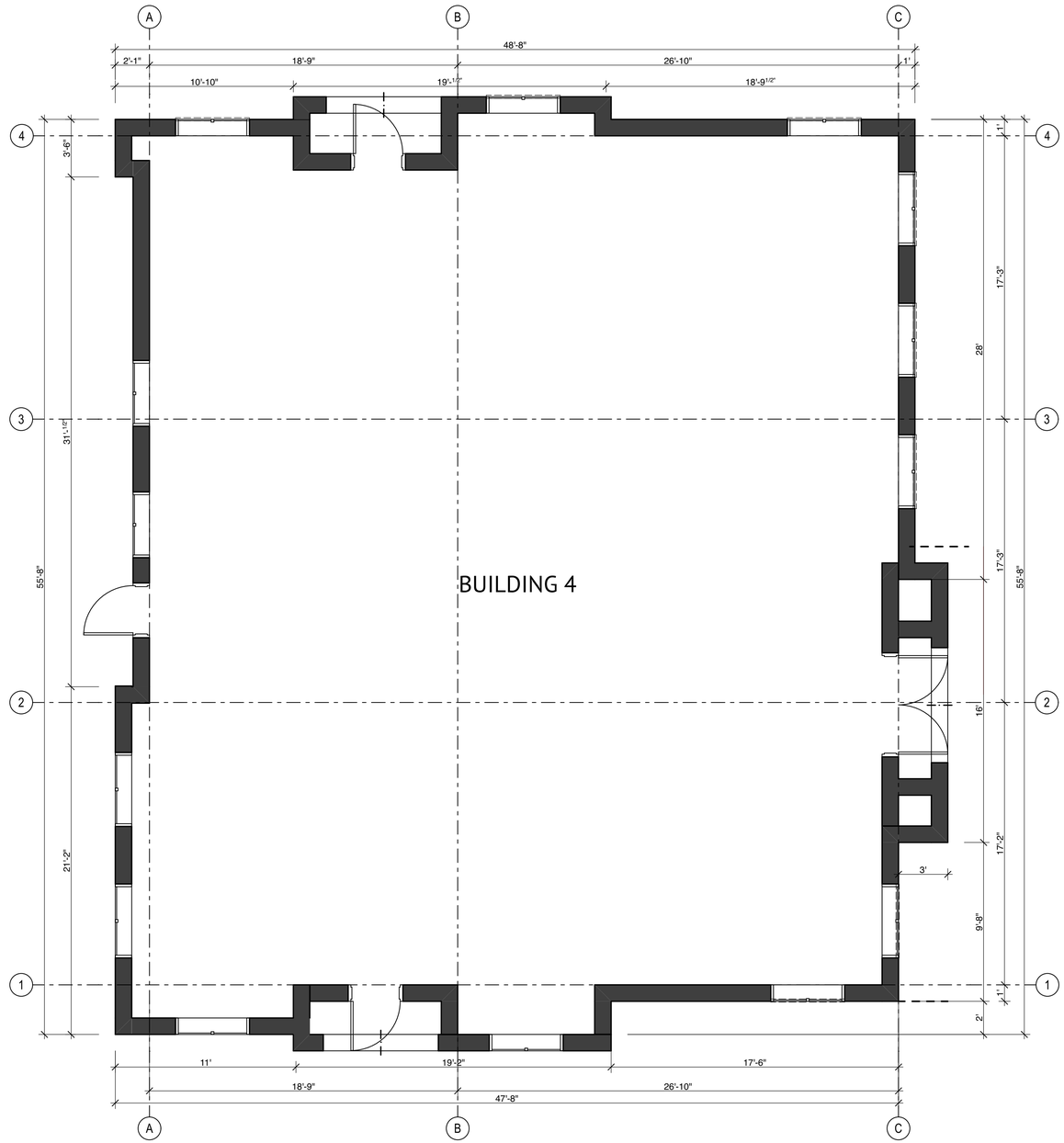

1 BUILDING 4 - FLOOR PLAN
SCALE: 1/4" = 1'-0"

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A2.4

FLOOR PLAN - BUILDING 4

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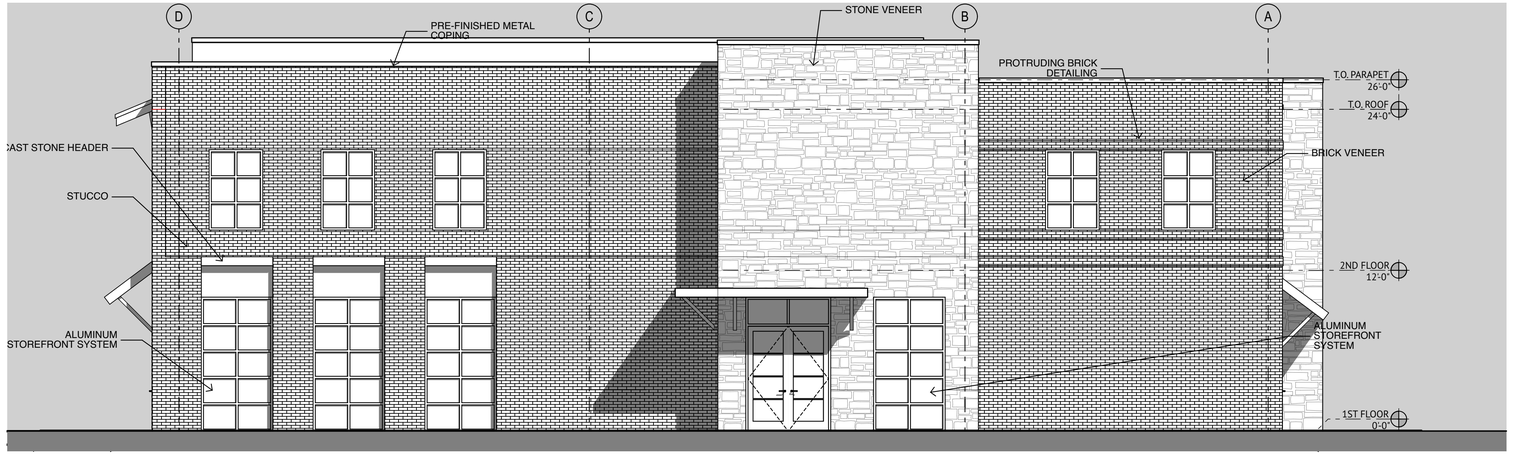
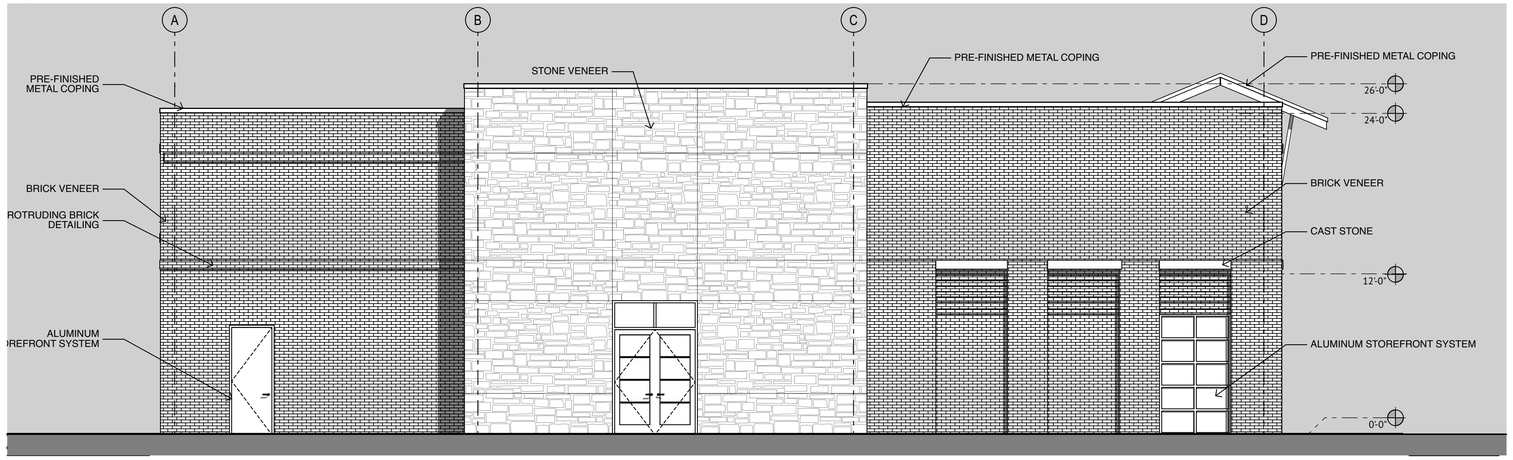


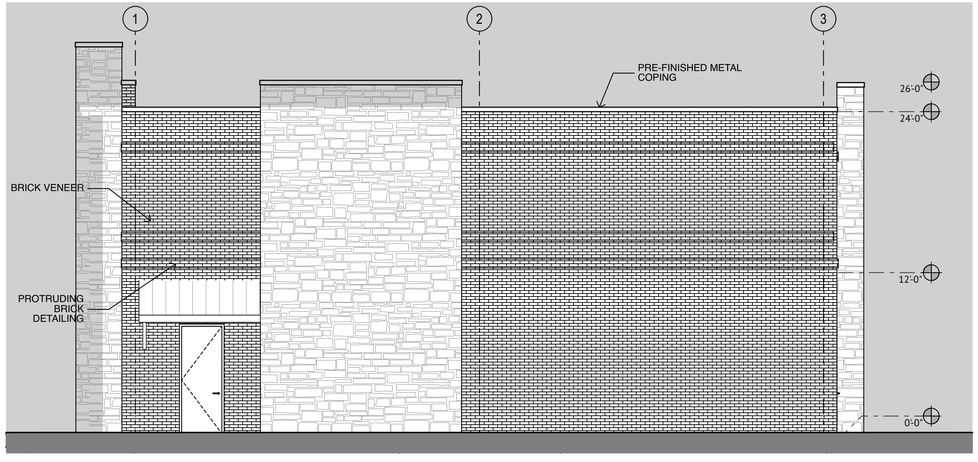
4 BUILDING 1 - WEST ELEVATION

SCALE: 3/16" = 1'-0"



3 BUILDING 1 - EAST ELEVATION

SCALE: 3/16" = 1'-0"



2 BUILDING 1 - SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

1 BUILDING 1 - NORTH ELEVATION

SCALE: 3/16" = 1'-0"

EXTERIOR ELEVATIONS

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LINDSAY SHELTON
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COLLEYVILLE COMMERCIAL

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CIOLLEYVILLE, TX 76034

A4.1

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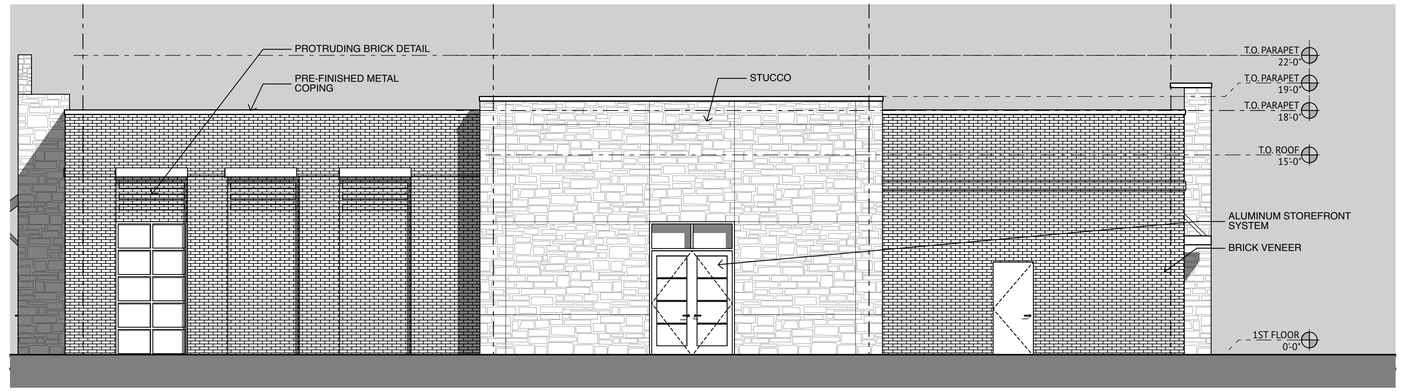
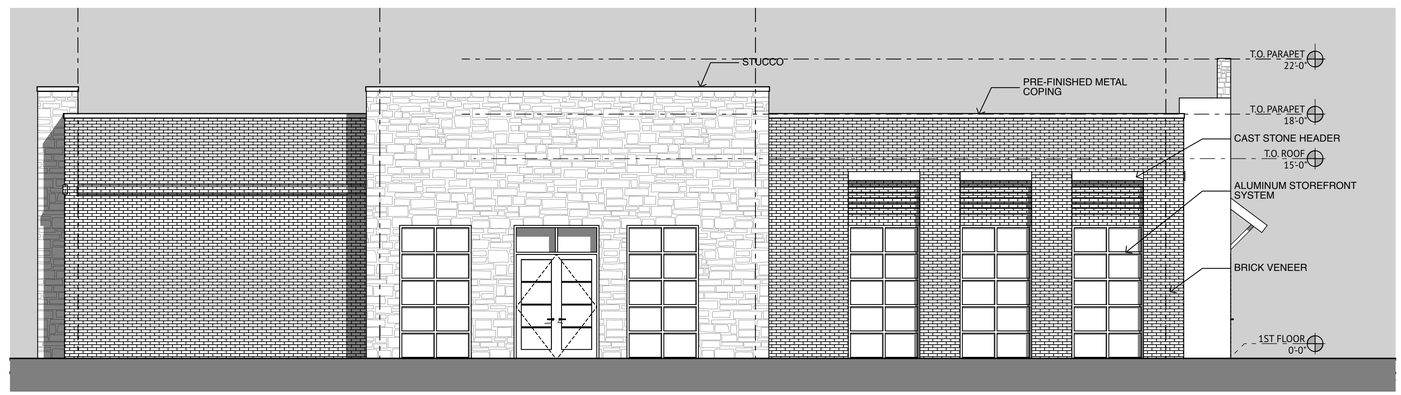
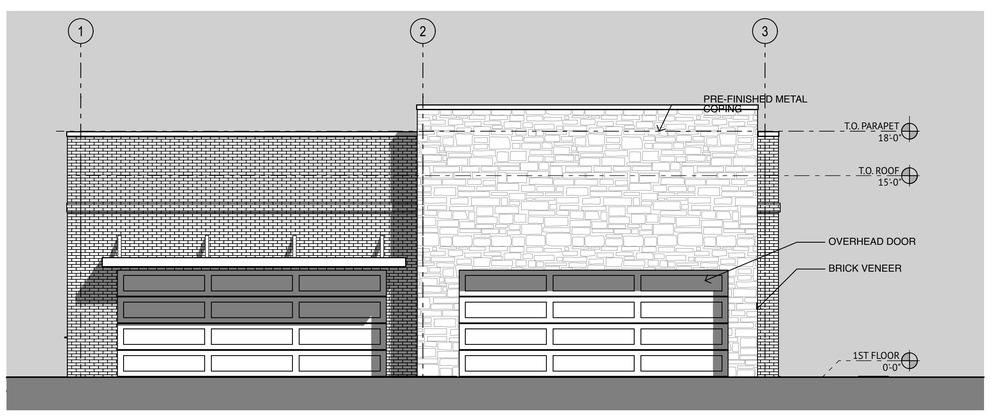


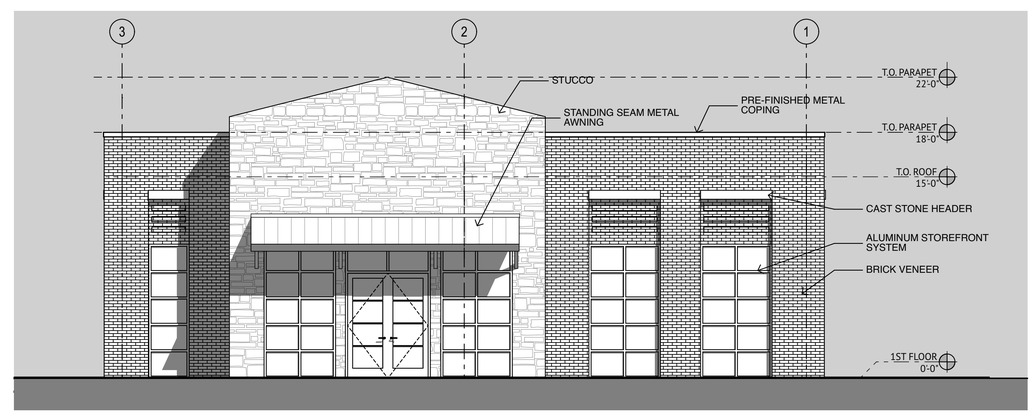
4 BUILDING 2 - WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING 2 - EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 BUILDING 2 - SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



1 BUILDING 2 - NORTH ELEVATION
SCALE: 3/16" = 1'-0"

EXTERIOR ELEVATIONS

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ARCHITECTURE

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COLLEYVILLE COMMERCIAL
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A4.2

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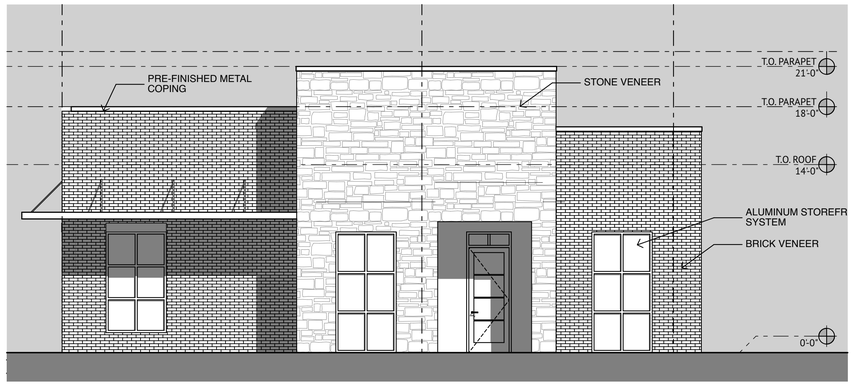
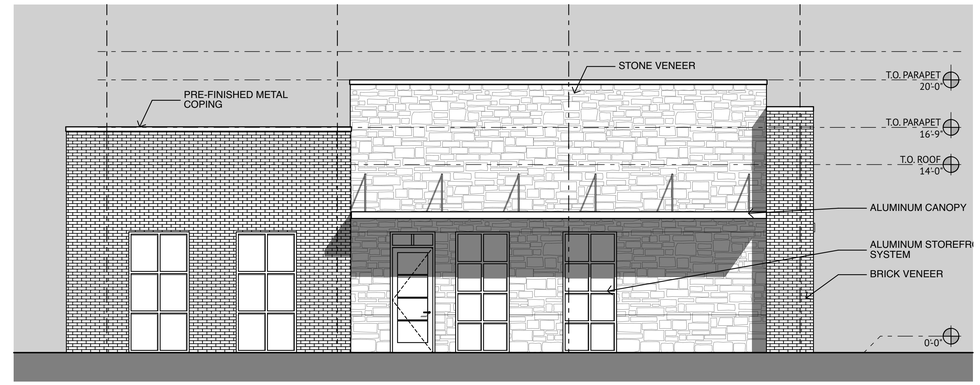
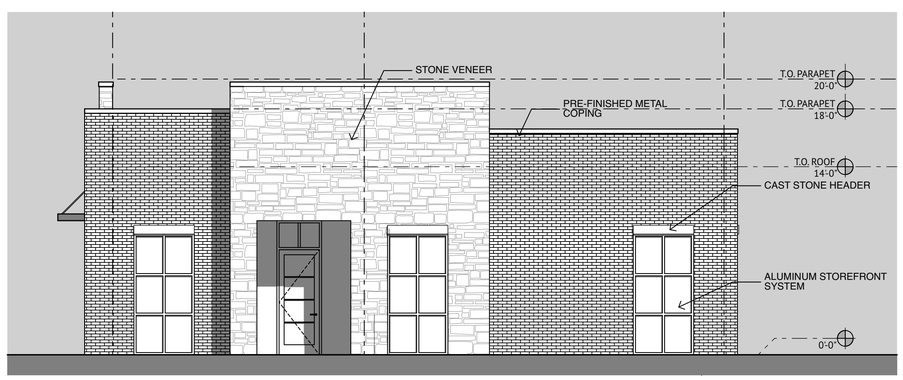


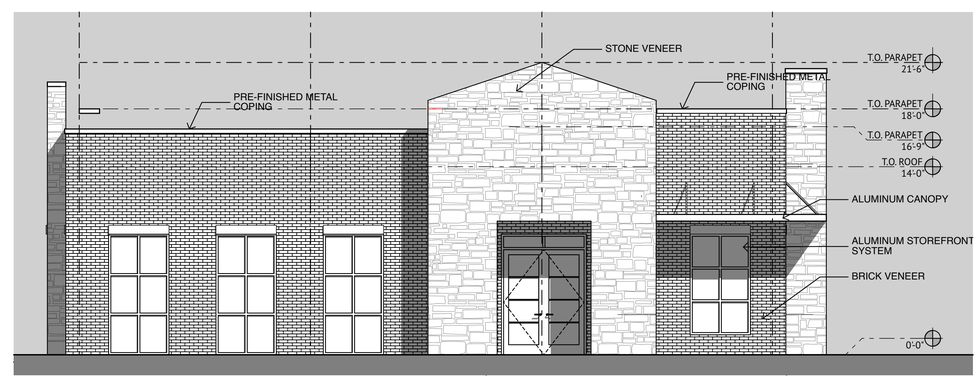
4 BUILDINGS 3&4 ELEVATION
SCALE: 3/16" = 1'-0"



3 BUILDINGS 3&4 BACK ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDINGS 3&4 SIDE ELEVATION
SCALE: 3/16" = 1'-0"



1 BUILDINGS 3&4 FRONT ELEVATION
SCALE: 3/16" = 1'-0"

COLLEYVILLE COMMERCIAL
1721 JOHN MCCAIN ROAD
CIOLLEYVILLE, TX 76034

A4.3

EXTERIOR ELEVATIONS

/Users/lindsayshelton/Library/Mobile Documents/com~apple~CloudDocs/Documents/Projects/1721 John McCain - Retail/1721 JOHN MCCAIN 4.pln

PROPOSED HYDROLOGIC COMPUTATIONS

Rainfall intensity calculations are based on NWS Technical Paper No. 40 "Rainfall Frequency Atlas of the United States". The coefficients used are for Tarrant County, Texas.

Area No.	Total Area	Runoff "C"	Total "C'A"	Time of Concentration Min	2yr Intensity calculations i=b/(tc+d)^e b= 51 d= 8 e= 0.755 Storm Intensity iph	Discharge cfs	5yr Intensity calculations i=b/(tc+d)^e b= 66 d= 8.5 e= 0.775 Storm Intensity iph	Discharge cfs	10yr Intensity calculations i=b/(tc+d)^e b= 77 d= 8.5 e= 0.777 Storm Intensity iph	Discharge cfs	25yr Intensity calculations i=b/(tc+d)^e b= 88 d= 8.5 e= 0.774 Storm Intensity iph	Discharge cfs	50yr Intensity calculations i=b/(tc+d)^e b= 101 d= 8.5 e= 0.775 Storm Intensity iph	Discharge cfs	100yr Intensity calculations i=b/(tc+d)^e b= 106 d= 8 e= 0.767 Storm Intensity iph	Discharge cfs	Notes
A Onsite Drainage	1.64	0.85	1.39	10.00	5.23	7.29	6.82	9.50	7.98	11.12	9.20	12.82	10.53	14.67	11.55	16.10	Onsite runoff which drains to proposed detention basin.
B Onsite Drainage	0.26	0.85	0.22	10.00	5.23	1.16	6.82	1.51	7.98	1.76	9.20	2.03	10.53	2.33	11.55	2.55	Drains easterly in the south side John McCain Road bar-ditch
X Offsite Drainage	1.44	0.70	1.01	10.00	5.23	5.27	6.82	6.87	7.98	8.04	9.20	9.27	10.53	10.61	11.55	11.64	Offsite runoff which drains to proposed detention basin.
Y Offsite Drainage	52.12	0.30	15.64	38.50	2.48	38.70	3.30	51.62	3.87	60.45	4.47	69.89	5.11	79.90	5.58	87.20	Offsite & Onsite runoff which drains easterly in the existing Dallas Area Rapid Transit swale located south of the site.

TIME OF CONCENTRATION FOR OFFSITE DRAINAGE AREA 'Y'

1) SHEET FLOW FOR 200 LF @ 5% AVG. GRADE SLOPE. (12.6 MIN)
2) SHALLOW CONCENTRATED FLOW FOR 100 LF @ 4% AVG. GRADE SLOPE (0.53 MIN)
3) SHALLOW CONCENTRATED FLOW FOR 2,000 LF @ 0.75% AVG. GRADE SLOPE (21.85 MIN)
4) CHANNEL FLOW FOR 950 LF @ 1.4% AVG. GRADE SLOPE; VELOCITY = 4.82 FT/S (3.22 MIN)

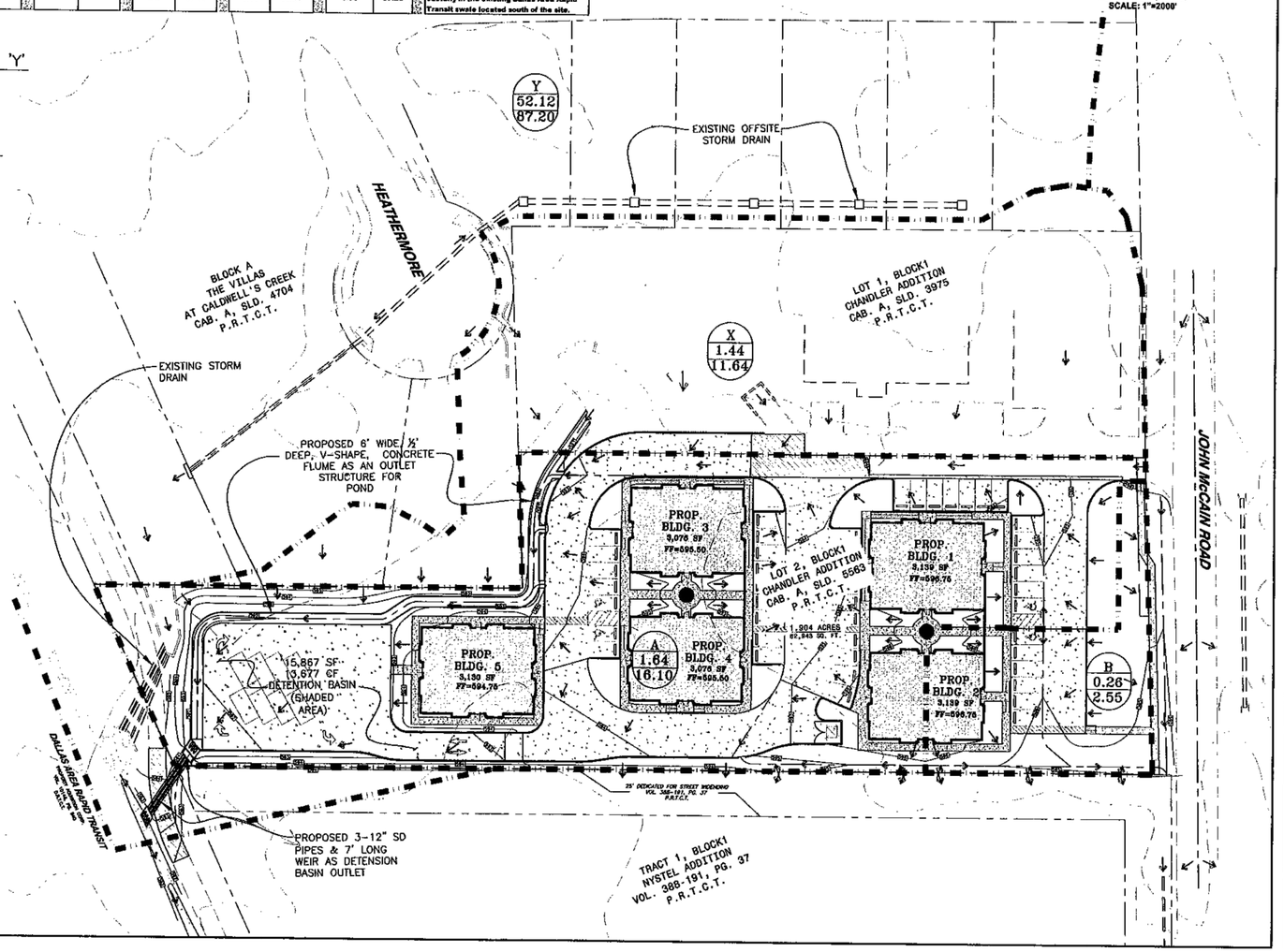
TOTAL TIME OF CONCENTRATION FOR D. A. 'Y' (38.50 MIN)

LEGEND

- DRAINAGE DIVIDE
- EX STORM DRAIN
- PROP STORM DRAIN
- REFERENCE DRAINAGE AREA
- AREA (ACRE)
- 100 YR STORM RUNOFF (CFS)
- FLOW ARROW
- DETENTION BASIN HATCH

DETENTION BASIN STAGE/STORAGE TABLE

ELEVATION (FT)	AREA (SF)	Δ ELEVATION (FT)	STORAGE (CF)	TOTAL STORAGE (CF)
593.50	15,867			
		0.25	3,792	13,677
593.25	14,465			
		0.25	3,331	9,886
593.00	12,180			
		0.25	2,762	6,555
592.75	9,918			
		0.25	2,052	3,793
592.50	6,500			
		0.25	1,099	1,740
592.25	2,292			
		0.25	434	641
592.00	1,183			
		0.35	207	207
591.65	0			



N

30' 0' 30'
Scale: Horiz. 1" = 30'

VICINITY MAP
COLLEYVILLE, TEXAS
SCALE: 1"=2000'

IRACO DEVELOPMENT, LLC.
PROPERTY DEVELOPERS
PLANNERS AND BUILDERS
Location: 2319 Nell Johnson Rd. Suite C, Coleyville, Tx. 76034
Mailing: P.O. Box 1788 Colleyville, Tx. 76034
Office: (817)685-7138 Fax: (817)685-7139
Contacts: Chris Chandler @ (817)975-5588 or Bill Chandler @ (817)291-9220
Email: CHRISRACO@CHARTER.NET

Baird, Hampton & Brown, Inc.
Engineering & Surveying
405 SH 360, Suite 100, Grapevine, Tx 76051 817(481)-2831 Fax(817)481-2833 www.bhbinc.com Firm #4

NO.	REVISIONS	DATE
1	REVISION TO SIZE OF DRAINAGE AREA 'Y'	6/27/08

DESIGNED: GC | DRAWN: GC | CHECKED: KB | DATE: FEB. 2008

DRAINAGE AREA MAP

IL GARDINI
COLLEYVILLE, TEXAS

STATE OF TEXAS
KONSTANTINE BARONTAS
67022
REGISTERED PROFESSIONAL ENGINEER

BHB PROJECT NO: 2007.704.000
SHEET: C3

BENCHMARKS

PROJECT BM (SITE BM #1)
2" BRASS DISC LOCATED IN CONC APRON AT THE INTERSECTION OF CONC WALK IN THE NORTH R.O.W. OF PRINCE MEADOW DRIVE, IT IS ALSO LOCATED 47 FEET NORTHWEST OF THE CL INTERSECTION WITH MAJESTIC MANOR.
NAD83 (GRID)
N: 7017617.8
E: 2385658.8
PUBLISHED ELEV: 590.01

SITE BM #2
MAG NAIL SET IN THE SOUTH NOSE OF A MEDIAN AT THE INTERSECTION OF MAJESTIC MANOR AND JOHN MCCAIN ROAD, APPROX. 76 FEET NORTHEAST OF A SANITARY SEWER MANHOLE IN THE SOUTH LINE OF JOHN MCCAIN ROAD AND APPROX. 134 FEET NORTHWEST OF A POWER POLE.
NAD83 (GRID)
N: 7017376.8
E: 2385697.9
ELEV: 596.10'

Texas811
Know what's below. Call before you dig.
(@ least 48 hours prior to digging)

FOR REFERENCE ONLY

FLANAGAN
Fort Worth, Texas | P: 817.704.0480 | flanagan-is.com | TBPE Firm No. 22910
Contact: Reece Flanagan, P.E.

THIS SHEET IS INTEGRAL TO THE DESIGN DOCUMENTS AND SHALL NOT BE SEPARATED FROM THE PLAN SET.

1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS
DRAINAGE AREA MAP (FOR REFERENCE ONLY)

No.	Date	Revision Description

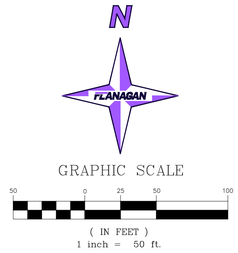
PROJECT NO: 2022-90-02

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:

M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 1, 2024

SHEET NUMBER
C-4.1

File: F:\2022-90 Mike Floors\2022-90-02 1721 John McCain (Colleyville)\Civil\Plan Sheets\C-4.1 DRAINAGE AREA MAP.dwg || Date Plotted: 8/12/2024 2:10 PM || Plotted By: Rick



LEGEND

- - - 118 - - -	EXISTING CONTOURS ROCKIN B SURVEYING, LLC, 10-18-2023
—— 118 ——	PROPOSED CONTOURS
→	DIRECTION OF FLOW
▬ ▬	AREA DIVIDE
AREA C / ACRES 0.51	DRAINAGE AREA LABEL

NOTES

1. CONTRACTOR SHALL REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION. INFORMATION ON THE GENERAL NOTES SHEET IS PART OF A UNIFIED DESIGN AND IS PERTINENT TO THIS PLAN SHEET.

BENCHMARKS

PROJECT BM (SITE BM #1)
2" BRASS DISC LOCATED IN CONC APRON AT THE INTERSECTION OF CONC WALK IN THE NORTH R.O.W. OF PRINCE MEADOW DRIVE. IT IS ALSO LOCATED 47 FEET NORTHWEST OF THE CL INTERSECTION WITH MAJESTIC MANOR.
NAD83 (GRID)
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E: 2385658.8
PUBLISHED ELEV: 590.01

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MAG NAIL SET IN THE SOUTH NOSE OF A MEDIAN AT THE INTERSECTION OF MAJESTIC MANOR AND JOHN MCCAIN ROAD, APPROX. 76 FEET NORTHEAST OF A SANITARY SEWER MANHOLE IN THE SOUTH LINE OF JOHN MCCAIN ROAD AND APPROX. 134 FEET NORTHWEST OF A POWER POLE.
NAD83 (GRID)
N: 7017376.8
E: 2385697.9
ELEV: 596.10'

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(@ least 48 hours prior to digging)

EXISTING RUNOFF

DRAINAGE AREA	AREA (ACRES)	C	Tc (MIN)	i2 (in/hr)	i5 (in/hr)	i10 (in/hr)	i25 (in/hr)	i50 (in/hr)	i100 (in/hr)	Q2 (CFS)	Q5 (CFS)	Q10 (CFS)	Q25 (CFS)	Q50 (CFS)	Q100 (CFS)	COMMENTS
OS-1	1.28	0.70	10	4.54	5.62	6.51	7.75	8.70	9.66	4.07	5.03	5.83	6.94	7.79	8.65	Sheet Flow onto Existing Concrete West Drive to 3-12" SD Lines
A	1.88	0.30	10	4.54	5.62	6.51	7.75	8.70	9.66	2.56	3.17	3.67	4.37	4.91	5.45	To Proposed Detension Pond

FLANAGAN
Fort Worth, Texas | P: 817.704.0480 | flanagan-is.com | TBPE Firm No. 22910
Contact: Reece Flanagan, P.E.

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1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS

EXISTING DRAINAGE AREA MAP

No.	Date	Revision Description

PROJECT NO.: 2022-90-02

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:

M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 1, 2024

SHEET NUMBER
C-4.2

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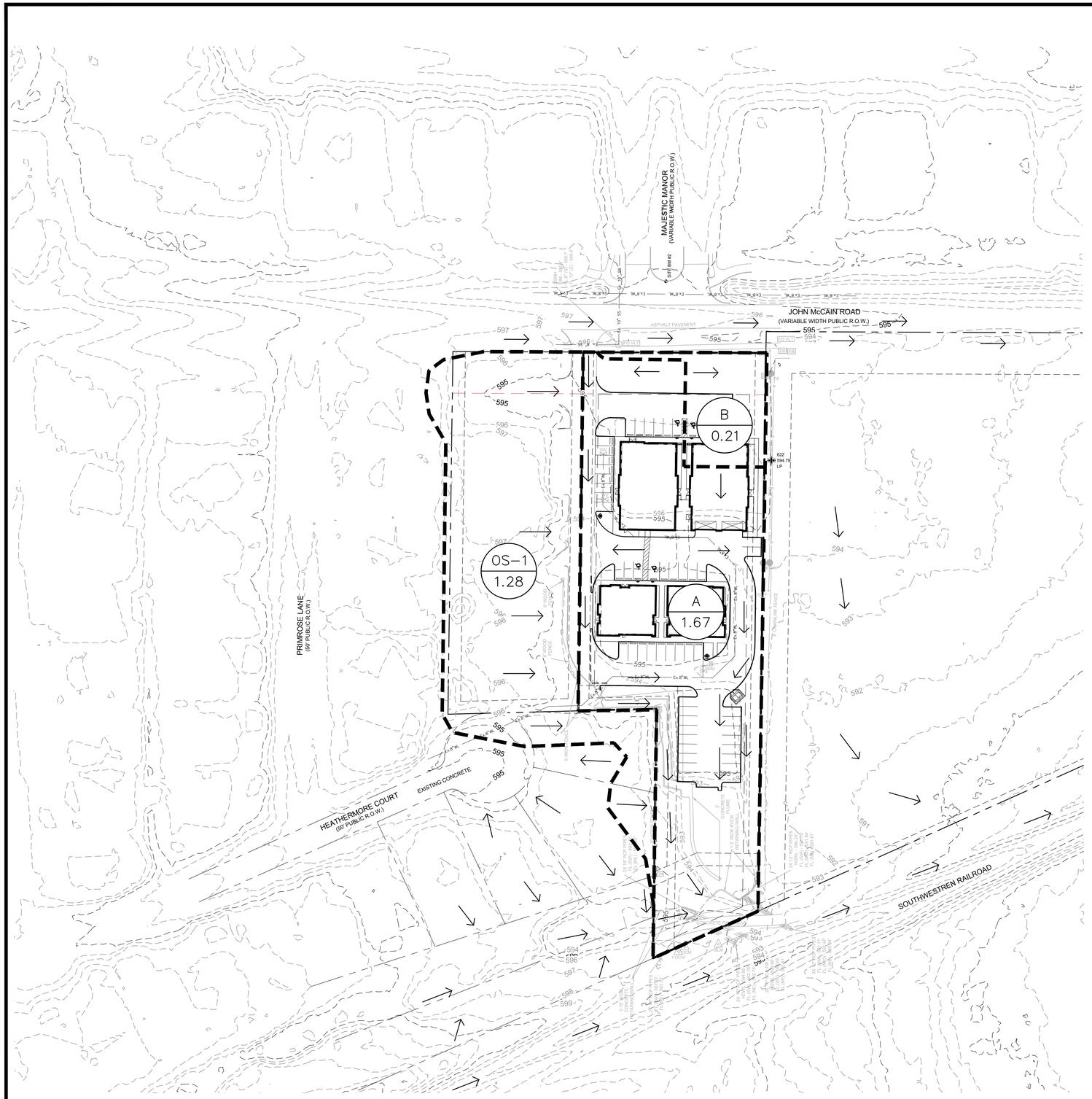

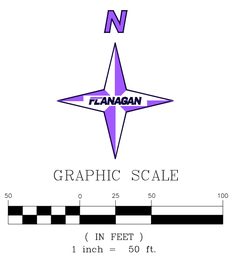

LEGEND

118	EXISTING CONTOURS ROCKIN B SURVEYING, LLC, 10-18-2023
118	PROPOSED CONTOURS
	DIRECTION OF FLOW
	AREA DIVIDE
AREA C / ACRES 0.51	DRAINAGE AREA LABEL

NOTES

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BENCHMARKS

PROJECT BM (SITE BM #1)
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E: 2385658.8
PUBLISHED ELEV: 590.01

SITE BM #2
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NAD83 (GRID)
N: 7017376.8
E: 2385697.9
ELEV: 596.10'

PROPOSED RUNOFF																
DRAINAGE AREA	AREA (ACRES)	C	Tc (MIN)	i2 (in/hr)	i5 (in/hr)	i10 (in/hr)	i25 (in/hr)	i50 (in/hr)	i100 (in/hr)	Q2 (CFS)	Q5 (CFS)	Q10 (CFS)	Q25 (CFS)	Q50 (CFS)	Q100 (CFS)	COMMENTS
OS-1	1.28	0.70	10	4.54	5.62	6.51	7.75	8.70	9.66	4.07	5.03	5.83	6.94	7.79	8.65	Sheet Flow onto Existing Concrete West Drive to 3-12" SD Lines
A	1.67	0.70	10	4.54	5.62	6.51	7.75	8.70	9.66	5.31	6.57	7.61	9.06	10.17	11.29	To Proposed Detension Pond
B	0.21	0.70	10	4.54	5.62	6.51	7.75	8.70	9.66	0.67	0.83	0.96	1.14	1.28	1.42	To John McCain Road

Texas 811
Know what's below. Call before you dig.
(@ least 48 hours prior to digging)

FLANAGAN
Fort Worth, Texas | P: 817.704.0480 | flanagan-ls.com | TBPE Firm No. 22910
Contact: Reece Flanagan, P.E.

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1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS

PROPOSED DRAINAGE AREA MAP

No.	Date	Revision Description

PROJECT NO.: 2022-90-02

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M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 1, 2024

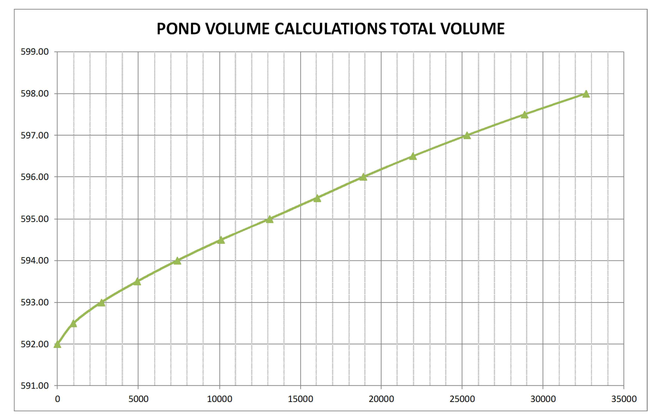
SHEET NUMBER
C-4.3

File: F:\2022-90 Mike Floors\2022-90-02 1721 John McCain (Colleyville)\Civil\Plan Sheets\C-4.1 DRAINAGE AREA MAP.dwg || Date Plotted: 8/1/2024 2:12 PM || Plotted By: Rick

REQUIRED STORAGE = 7,127 CU. FT
PROVIDED STORAGE = 7,393 CU. FT
100-YR WSE = 594
Q (ALLOWABLE) = 14.10 CFS
TOP OF BERM = 595
FREEBOARD = 1 FT

POND VOLUME CALCULATIONS

ELEVATION	AREA	VOLUME	TOTAL VOLUME
(ft)	(sf)	(cu.ft.)	(cu.ft.)
592.00	265.1	0	0
592.50	3,682	987	987
593.00	4,183	2,710	2,710
593.50	4,680	2,216	4,926
594.00	5,189	2,467	7,393
594.50	5,712	2,725	10,119
595.00	6,250	2,991	13,109



N

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10 ft.

LEGEND

– – – 118 – – –	EXISTING CONTOURS ROCKIN B SURVEYING, LLC, 10-18-2023
—— 118 ——	PROPOSED CONTOURS

NOTES

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100-YEAR STORM WATER DETENTION CALCULATIONS
Modified Rational Method

Required Detention Summary
7,127 cubic feet required
0.164 acre feet required

Developed Areas Routed Through Pond	
Area*	1.67 acres
Time (Tc)	10 minutes
C value	0.850
I-100yr	9.66 in/hr
Q100yr	**13.71 cfs peak discharge**

* Includes OS-1 & A

Off-Site Areas Routed Through Pond	
Area	1.28 acres
Time (Tc)	10 minutes
C value	0.70
I-100yr	9.66 in/hr
Q100yr	**8.65 cfs peak discharge**

Calculation for allowable release rate from detention pond

5.45 (cfs) Existing release rate from on-site drainage areas (A)
0.00 (cfs) Subtract proposed runoff release rate from drainage areas that bypass the detention pond ()
8.65 (cfs) Allowable Off-site 100-yr flow through
14.10 (cfs) Allowable release rate

Runoff from Storm Event - Developed Onsite Areas

Time (min.)	I-100yr	C value	Area (ac)	Runoff (cfs)
10	9.66	0.85	1.67	13.71
15	8.18	0.85	1.67	11.61
20	7.13	0.85	1.67	10.12
30	5.74	0.85	1.67	8.15
40	4.85	0.85	1.67	6.89
50	4.23	0.85	1.67	6.00
60	3.76	0.85	1.67	5.34
70	3.40	0.85	1.67	4.83
80	3.11	0.85	1.67	4.41
90	2.87	0.85	1.67	4.07
100	2.67	0.85	1.67	3.79
110	2.50	0.85	1.67	3.55
120	2.35	0.85	1.67	3.34
130	2.22	0.85	1.67	3.15
140	2.11	0.85	1.67	2.99

Runoff from Storm Event - Off-Site Areas

Time (min.)	I-100yr	C value	Area (ac)	Runoff (cfs)
10	9.66	0.70	1.28	8.65
15	8.18	0.70	1.28	7.33
20	7.13	0.70	1.28	6.39
30	5.74	0.70	1.28	5.15
40	4.85	0.70	1.28	4.35
50	4.23	0.70	1.28	3.79
60	3.76	0.70	1.28	3.37
70	3.40	0.70	1.28	3.05
80	3.11	0.70	1.28	2.79
90	2.87	0.70	1.28	2.57
100	2.67	0.70	1.28	2.39
110	2.50	0.70	1.28	2.24
120	2.35	0.70	1.28	2.11
130	2.22	0.70	1.28	1.99
140	2.11	0.70	1.28	1.89

Total

Runoff (cfs)
22.37
18.93
16.52
13.30
11.24
9.79
8.71
7.87
7.20
6.64
6.18
5.78
5.44
5.14
4.88

Inflow During Storm Event

Time (min.)	Runoff (cfs)	Inflow (ft^3)
10	22.37	13,419
15	18.93	17,041
20	16.52	19,819
30	13.30	23,941
40	11.24	26,972
50	9.79	29,369
60	8.71	31,356
70	7.87	33,057
80	7.20	34,547
90	6.64	35,875
100	6.18	37,074
110	5.78	38,170
120	5.44	39,179
130	5.14	40,116
140	4.88	40,991

Outflow During Storm Event

Time (min.)	Time	Allowable Release	Outflow (ft^3)
10	20	14.10	8,461
15	25	14.10	10,576
20	30	14.10	12,692
30	40	14.10	16,922
40	50	14.10	21,153
50	60	14.10	25,384
60	70	14.10	29,614
70	80	14.10	33,845
80	90	14.10	38,075
90	100	14.10	42,306
100	110	14.10	46,537
110	120	14.10	50,767
120	130	14.10	54,998
130	140	14.10	59,228
140	150	14.10	63,459

Detention Volume

Time (min.)	Inflow	Outflow	Storage (ft^3)	Storage (acre-ft)	
10	13,419	8,461	4,958	0.114	
15	17,041	10,576	6,464	0.148	
20	19,819	12,692	7,127	0.164	**<<=Detention Volume Required**
30	23,941	16,922	7,019	0.161	
40	26,972	21,153	5,819	0.134	
50	29,369	25,384	3,985	0.091	
60	31,356	29,614	1,742	0.040	
70	33,057	33,845	(787)	-0.018	
80	34,547	38,075	(3,528)	-0.081	
90	35,875	42,306	(6,431)	-0.148	
100	37,074	46,537	(9,462)	-0.217	
110	38,170	50,767	(12,597)	-0.289	
120	39,179	54,998	(15,818)	-0.363	
130	40,116	59,228	(19,112)	-0.439	
140	40,991	63,459	(22,468)	-0.516	

BENCHMARKS

PROJECT BM (SITE BM #1)
2" BRASS DISC LOCATED IN CONC APRON AT THE INTERSECTION OF CONC WALK IN THE NORTH R.O.W. OF PRINCE MEADOW DRIVE, IT IS ALSO LOCATED 47 FEET NORTHWEST OF THE CL INTERSECTION WITH MAJESTIC MANOR.
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PUBLISHED ELEV: 590.01

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NAD83 (GRID)
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(@ least 48 hours prior to digging)

FLANAGAN
Fort Worth, Texas | P 817.704.0480 | flanagan-ls.com | TBPE Firm No. 22910
Contact: Reece Flanagan, P.E.

THIS SHEET IS INTEGRAL TO THE DESIGN DOCUMENTS AND SHALL NOT BE SEPARATED FROM THE PLAN SET.

1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS
DETENTION POND AND CALCULATIONS

No.	Date	Revision Description

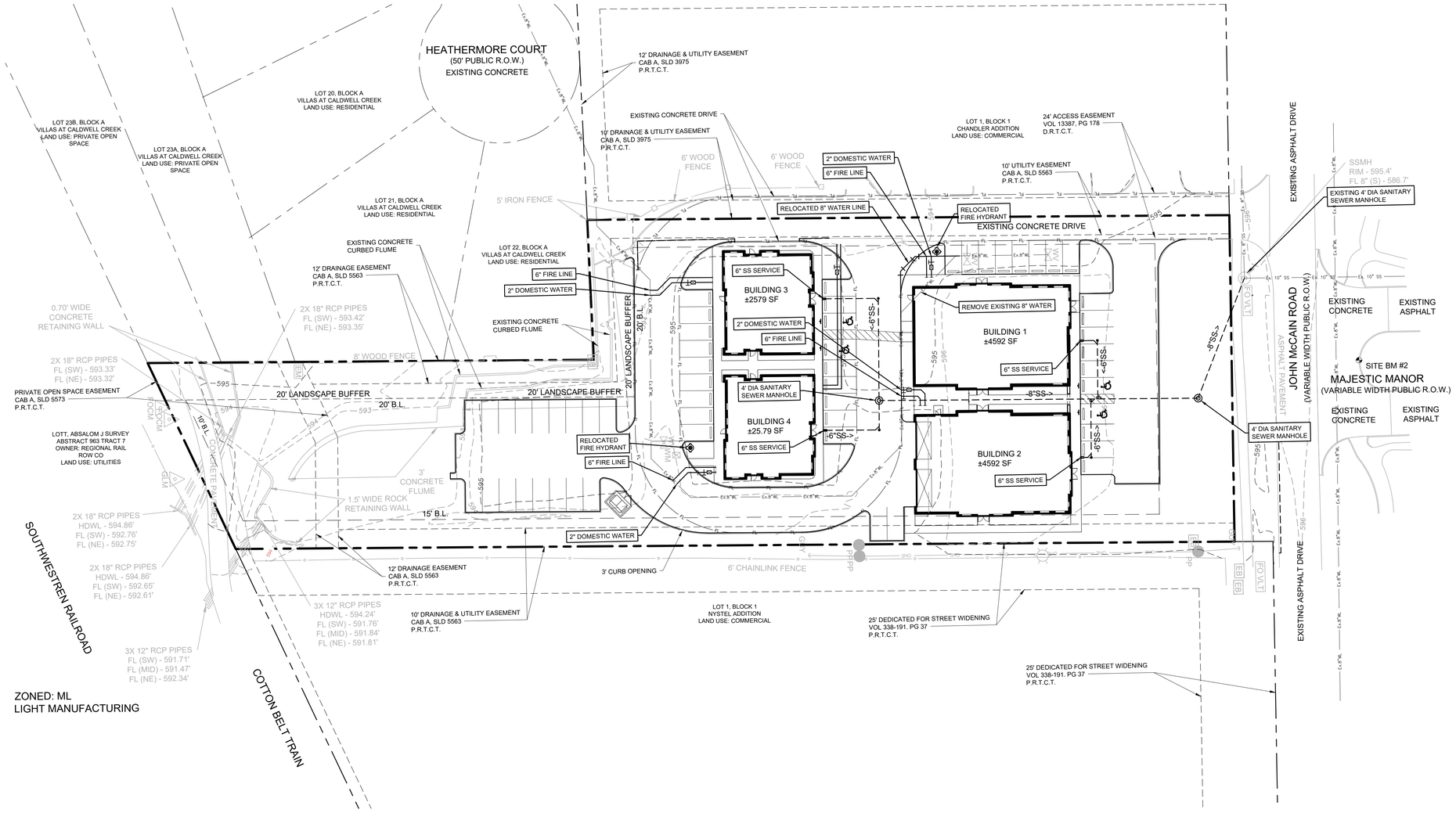
PROJECT NO.: 2022-90-02

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:

M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 1, 2024

SHEET NUMBER
C-4.4

File: F:\2022-90 Mike Floors\2022-90-02 1721 John McCain (Colleyville)\Civil\Plan Sheets\C-4.1 DRAINAGE AREA MAP.dwg || Date Plotted: 8/1/2024 2:13 PM || Plotted By: Rick



LEGEND

	PROPERTY LINE
	EASEMENT LINE
EX 6"W	EXISTING WATER LINE
EX 6"SS	EXISTING SAN. SEWER LINE
GAS	EXISTING GAS LINE
OHE	EXISTING OVERHEAD ELECTRIC
8"SS	PROPOSED SAN. SEWER LINE
	PROPOSED WATER LINE
24" RCP	PROPOSED STORM SEWER LINE

WATER NOTES

1. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE DEVELOPER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.
2. CONTRACTOR IS TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING FACILITIES DAMAGED BY CONTRACTOR'S ACTIVITIES.
3. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND TO ASSURE PROPER DEPTHS ARE ACHIEVED, CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF THE CITY AND SHALL COORDINATE WITH THE CITY PRIOR TO CONNECTING TO EXISTING PUBLIC UTILITIES.
4. THE CONTRACTOR SHALL, ON ALL UTILITIES COORDINATE INSPECTION AND TESTING WITH THE APPROPRIATE AUTHORITIES PRIOR TO BACKFILLING TRENCHES.
5. ALL WATER AND SANITARY SEWER SHALL CONFORM TO APPLICABLE CITY OF COLLEYVILLE PLUMBING CODES, TCEQ GUIDELINES, THE CITY OF COLLEYVILLE STANDARDS AND SPECIFICATIONS AND SHALL BE PERFORMED UNDER A PERMIT ISSUED BY THE CITY OF COLLEYVILLE.
6. WHERE PROPOSED WATER LINE CROSSES A PROPOSED SANITARY SEWER LINE, CONTRACTOR SHALL CENTER ONE JOINT OF DUCTILE IRON OR CAST IRON SEWER PIPE ON THE WATER LINE AND PROVIDE A MINIMUM OF 1.5' SEPARATION BETWEEN THE LINES.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING COMPACTION TO 95% STANDARD PROCTOR IN AREAS EXCAVATED AT THE BUILDING FOOTINGS FOR UTILITY SERVICE ENTRIES PER CITY STANDARD DETAILS.
8. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, IMPACT AND INSPECTION FEES, ANY CITY FEES AND LICENSES, AND ALL OTHER COSTS INCURRED IN THE INSTALLATION OF UTILITIES.
9. TRENCH SAFETY:
IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO PROVIDE AND MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT TIMES DURING CONSTRUCTION ACTIVITIES - PER TEXAS HOUSE BILL 1569. THE CONTRACTOR IS DIRECTED TO BECOME KNOWLEDGEABLE AND FAMILIAR WITH THE STANDARDS AS SET BY THE OCCUPATIONS SAFETY AND HEALTH ADMINISTRATIONS'S (OSHA) FOR TRENCH SAFETY THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.

BENCHMARKS

PROJECT BM (SITE BM #1)
2" BRASS DISC LOCATED IN CONC APRON AT THE INTERSECTION OF CONC WALK IN THE NORTH R.O.W. OF PRINCE MEADOW DRIVE, IT IS ALSO LOCATED 47 FEET NORTHWEST OF THE CL INTERSECTION WITH MAJESTIC MANOR.
NAD83 (GRID)
N: 7017617.8
E: 2385658.8
PUBLISHED ELEV: 590.01

SITE BM #2
MAG NAIL SET IN THE SOUTH NOSE OF A MEDIAN AT THE INTERSECTION OF MAJESTIC MANOR AND JOHN MCCAIN ROAD, APPROX. 76 FEET NORTHEAST OF A SANITARY SEWER MANHOLE IN THE SOUTH LINE OF JOHN MCCAIN ROAD AND APPROX. 134 FEET NORTHWEST OF A POWER POLE.
NAD83 (GRID)
N: 7017376.8
E: 2385697.9
ELEV: 596.10'

Texas811
Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

FLANAGAN
Fort Worth, Texas | P: 817.704.0480 | flanagan-ls.com | TBPE Firm No. 22910
Contact: Reece Flanagan, P.E.

THIS SHEET IS INTEGRAL TO THE DESIGN DOCUMENTS AND SHALL NOT BE SEPARATED FROM THE PLAN SET.

1721 JOHN MCCAIN ROAD
COLLEYVILLE, TEXAS

UTILITY PLAN

No.	Date	Revision Description

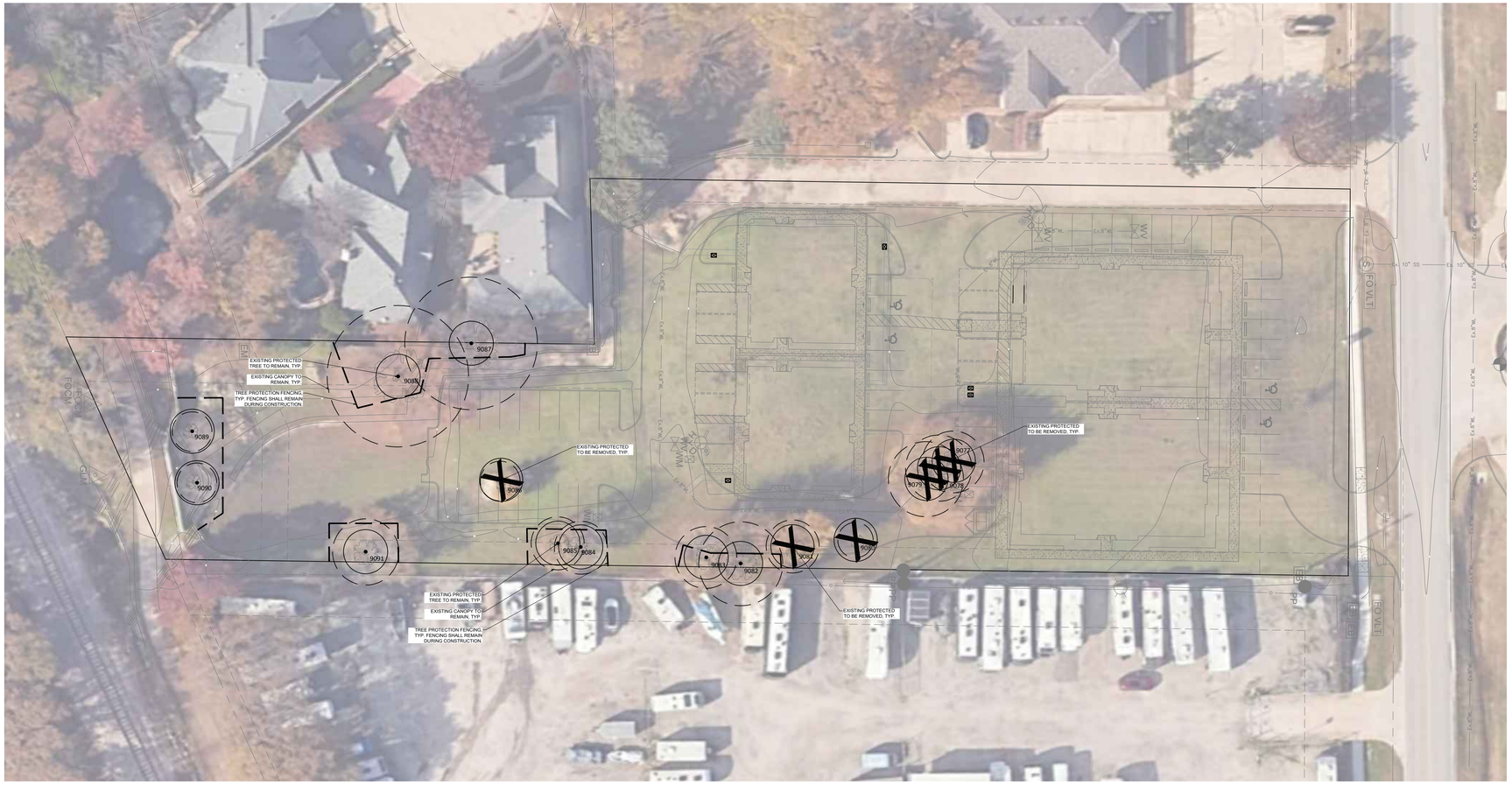
PROJECT NO.: 2022-90-02

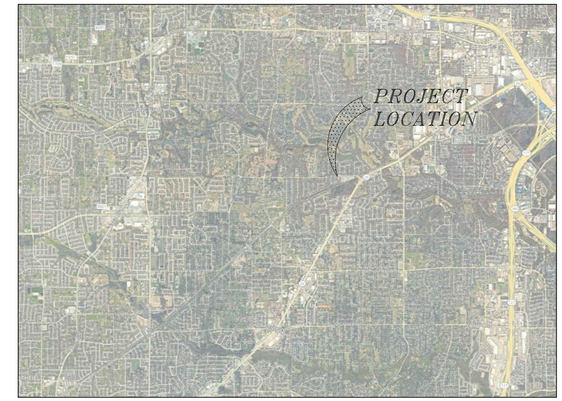
THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:

M. REECE FLANAGAN, P.E.
TEXAS REGISTRATION NO. 129781
August 1, 2024

SHEET NUMBER
C-5.1

File: F:\2022-90 Mike Floors\2022-90-02 1721 John McCain (Colleyville)\Civil\Plan Sheets\C-5.1 WATER PLAN.dwg || Date Plotted: 8/1/2024 3:38 PM || Plotted By: Rick





VICINITY MAP

NTS

PLANT SCHEDULE	
TREES	BOTANICAL / COMMON NAME
⊗	EXISTING TREE TO BE REMOVED
⊙	EXISTING TREE TO REMAIN

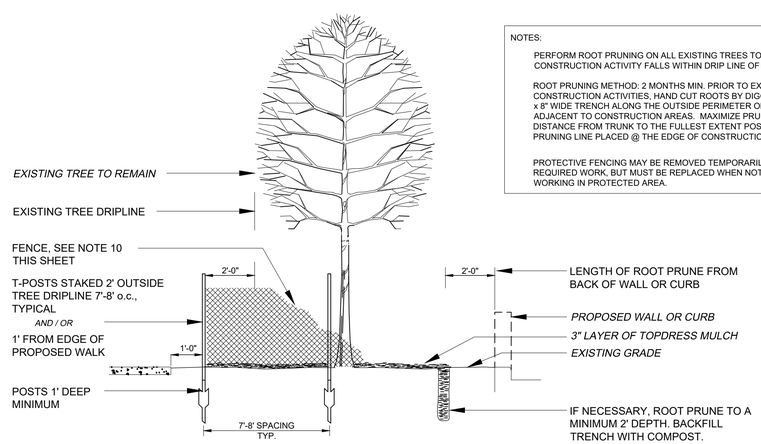
TREE PROTECTION, REFER TO DETAIL

TREE SURVEY DATA

TREES #	COMMON NAME OR SPECIES	DBH (in)	CANOPY AREA (sf)	PRESERVED/ REMOVED	SIGNIFICANT (Y or No)	NOTES
9077	AMERICAN ELM	14	616	REMOVED	NO	
9078	AMERICAN ELM	15	707	REMOVED	NO	
9079	AMERICAN ELM	17	908	REMOVED	NO	
9080	PECAN	8	201	REMOVED	NO	
9081	AMERICAN ELM	12	452	REMOVED	NO	
9082	AMERICAN ELM	19	1134	P	NO	
9083	AMERICAN ELM	14	616	P	NO	
9084	PECAN	12	452	P	NO	
9085	PECAN	12	452	P	NO	
9086	AMERICAN ELM	9	254	REMOVED	NO	
9087	AMERICAN ELM	30	2827	P	NO	
9088	AMERICAN ELM	32	3217	P	NO	
9089	PECAN	9	254	P	NO	
9090	PECAN	9	254	P	NO	
9091	PECAN	15	707	P	NO	

TREE PRESERVATION NOTES:

1. EXISTING TREES TO REMAIN SHALL BE PRESERVED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND TREE DRIPLINE (CANOPY).
2. IF ANY PART OF THE ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION AND/OR CONSTRUCTION ACTIVITY, NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY. IF A MAJOR ROOT OR GROUP OF ROOTS IS ENCOUNTERED DURING EXCAVATION, A CERTIFIED ARBORIST SHALL BE CONSULTED/SECURED FOR RECOMMENDATIONS CONCERNING PRUNING AND/OR BRIDGING THE ROOTS (ETC.)
3. GRADES/ELEVATIONS UNDER EXISTING TREES SHALL REMAIN UNDISTURBED. DO NOT PLACE FILL MATERIAL UNDER THE DRIPLINE FOR ANY LENGTH OF TIME. MAKE SURE THE CHANGES IN ADJACENT GRADES HAVE PROVISIONS TO CARRY MOISTURE AWAY FROM THE TREE.
4. NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE TREE DRIPLINE.
5. TOXIC SOLUTIONS OR OTHER LIQUID CHEMICALS SHALL NOT BE DEPOSITED NEAR OR WITHIN THE LIMITS OF A TREE DRIPLINE. THIS WOULD INCLUDE, BUT NOT BE LIMITED TO; PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
6. NO SIGNS, WIRES, OR OTHER ATTACHMENTS, OTHER THAN THOSE OR A PROTECTIVE NATURE SHALL BE ATTACHED TO ANY TREE.
7. NO VEHICULAR AND/OR CONSTRUCTION EQUIPMENT, TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE TREE DRIPLINE. NO VEHICLE AND/OR CONSTRUCTION EQUIPMENT SHOULD BE CLEANED NEAR A TREE.
8. BORING OF UTILITIES MAY BE PERMITTED UNDER PRESERVED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE AT A MINIMUM DEPTH OF THIRTY-SIX INCHES (36 IN.).
9. THE UTILITY AND IRRIGATION CONTRACTOR SHALL EXERCISE CAUTION WHEN TRENCHING AROUND EXISTING TREES. HAND-DIG ALL TRENCHES WITHIN THE TREE DRIPLINE.
10. ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR FOOT (4') APPROXIMATE HEIGHT. THE PROTECTIVE FENCING WILL BE LOCATED AS INDICATED ON THE LANDSCAPE PLANS(S) TREE PRESERVATION DETAIL.



TREE PRESERVATION DETAIL

NOTES:

PERFORM ROOT PRUNING ON ALL EXISTING TREES TO REMAIN WHERE CONSTRUCTION ACTIVITY FALLS WITHIN DRIP LINE OF EXISTING TREES.

ROOT PRUNING METHOD: 2 MONTHS MIN. PRIOR TO EXCAVATION & CONSTRUCTION ACTIVITIES, HAND CUT ROOTS BY DIGGING A 18"-24" DEEP x 8" WIDE TRENCH ALONG THE OUTSIDE PERIMETER OF EXISTING TREE(S) ADJACENT TO CONSTRUCTION AREAS. MAXIMIZE PRUNING TRENCH DISTANCE FROM TRUNK TO THE FULLEST EXTENT POSSIBLE, W/ THE ROOT PRUNING LINE PLACED @ THE EDGE OF CONSTRUCTION LIMITS.

PROTECTIVE FENCING MAY BE REMOVED TEMPORARILY TO PERFORM REQUIRED WORK, BUT MUST BE REPLACED WHEN NOT ACTIVELY WORKING IN PROTECTED AREA.

TREE PRESERVATION REQUIREMENT:

- NON-RESIDENTIAL LOT - 50% CANOPY RETENTION
- EXEMPT AREA - BUILDING ENVELOPE + 5' BUFFER
- NON-RESIDENTIAL LOT - 50% CANOPY COVERAGE ON LOT OUTSIDE OF THE COMMERCIAL BUILDING ENVELOPE + 5' BUFFER

COMMERCIAL LOT =	81,471 SF
BUILDING ENVELOPE + 5' BUFFER =	19,846 SF
TOTAL URBAN FORESTRY AREA =	61,625 SF
REQUIRED CANOPY COVERAGE =	**30,813 SF**
EXISTING CANOPY =	13,051 SF
CANOPY TO BE REMOVED =	3,138 SF
CANOPY TO REMAIN =	9,913 SF (76%)
CANOPY PROPOSED IN LS PLAN =	38,200 SF
TOTAL CANOPY PROVIDED =	**48,113 SF (156%)**
ADDITIONAL CANOPY OVER REQUIRED =	+ 17,300 SF

COMPLIANT URBAN FORESTRY

N

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

DEVELOPER

MICHAEL MASTERS
PHONE: 817.988.1430
EMAIL: MIKEMFLOORS@AOL.COM

CASE# XX–XX

Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

C:\TEMPUS\TX24-0143 - 1721 McCain - Colleyville\Design\Urban Forestry.dwg Jul 25,2024 - 10:39AM tempu

No.	Date	Revision Description

PROJECT NO.24–0143

URBAN FORESTRY PLAN

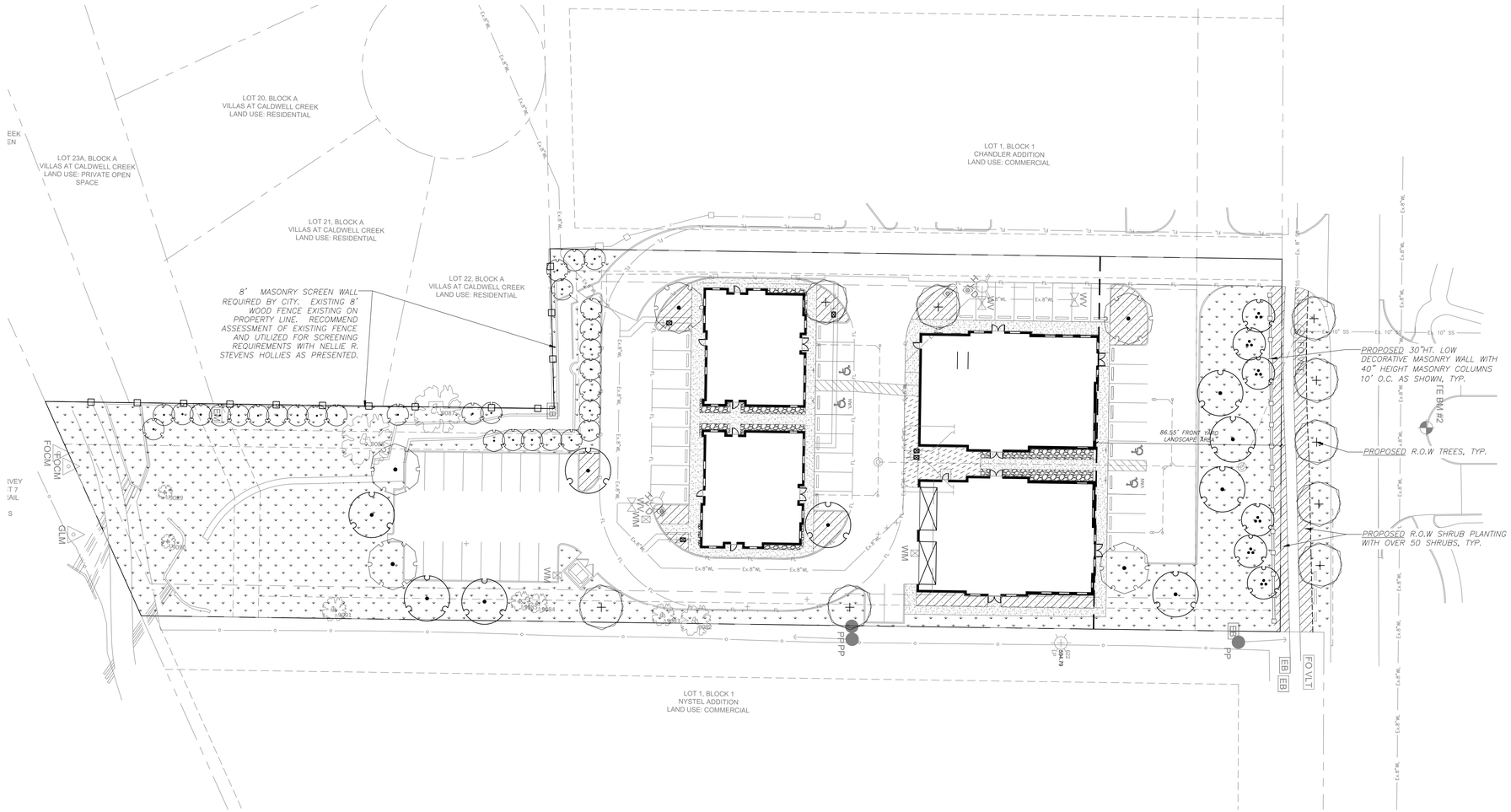
OFFICE PARK
1721 JOHN McCAIN ROAD
COLLEYVILLE, TEXAS

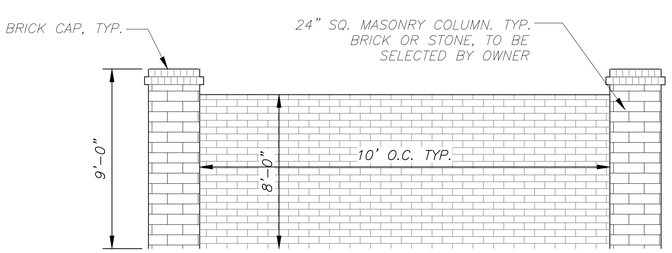
PRELIMINARY
FOR REVIEW ONLY
These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:
Michael G. Martin
L.A.#2836
7/25/2024

TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus–ls.com

SHEET NO.

UF -1.0





8' MASONRY SCREEN WALL DETAIL

PLANT SCHEDULE

LARGE TREES	CODE	QTY	COMMON / BOTANICAL NAME	CAL.	CONTAINER	HEIGHT	SPREAD
	CO	9	LIVE OAK QUERCUS VIRGINIANA NURSERY GROWN	3" CAL.	B&B OR CONTAINER	11'-12' HT.	MIN. 8' SPREAD
	SO	9	CHINESE PISTACHE PISTACIA CHINENSIS NURSERY GROWN	3" CAL.	B&B OR CONTAINER	11'-12' HT.	MIN. 8' SPREAD
	CE	5	CEDAR ELM ULMUS CRASSIFOLIA NURSERY GROWN	3" CAL.	B&B OR CONTAINER	11'-12' HT.	MIN. 8' SPREAD
ORNAMENTAL TREES	CODE		COMMON / BOTANICAL NAME	CAL.	CONTAINER	HEIGHT	SPREAD
	CT	6	CHASTE TREE - VITEX (Pollinator Plant) VITEX AGNUS-CASTUS MULTI-TRUNK	3" CAL.	B&B OR CONTAINER	8'-9' HT.	MIN. 6' SPREAD
SHRUBS	CODE		COMMON / BOTANICAL NAME	CONTAINER			
	NR	30	NELLIE R. STEVENS HOLLY ILEX X NELLIE R. STEVENS	5-7 GAL		3' MIN.	3' MIN.
	SA	60+	SHRUB BED PLANTING AREA	3 GAL.		18"-24" HT	18"-24" SPREAD
GROUND COVERS	CODE		COMMON / BOTANICAL NAME	CONTAINER			
	SL		SYN-LAWN PET TURF WITH ANTI-MICROBIAL INFILL				
	RR		4"-6" ARIZONA COBBLE LARGE - 4" DEPTH MINIMUM WHIZ-Q-STONE - 817.429.0822 OR APPROVED EQUAL				
	CD		COMMON BERMUDA GRASS - SOLID SOD OR HYDRO-MULCH CYNODON DACTYLON				
	SE		3/16" THICK STEEL EDGING - BLACK IN COLOR				

CITY OF COLLEYVILLE - LANDSCAPE REQUIREMENTS

	DATA OR REQUIREMENT	REQUIRED	PROVIDED
PROPOSED USE	OFFICE PARK		
CURRENT ZONING	ML - LIGHT MANUFACTURING		
SITE AREA	1.87 ACRES (81,471 SF)		
BUILDING	(4) BUILDING @ 14,302 SF GROSS		
TOTAL LANDSCAPE AREA	20% OF THE TOTAL LAND AREA	81,471SF x 20% = 16,294 SF	41,468 SF (51%)
FRONT YARD AREA	50% OF REQUIRED AREA IN FRONT YARD	16,294 SF X 50% = 8,147 SF	8,160 SF (50%)
STREET YARD SHRUBS	(1) 18" SHRUB PER 5 LF OF STREET FRONTAGE	175' LF / 5 = 35 SHRUBS	50+ SHRUBS
STREET YARD TREES	(1) STREET TREE PER 40 LF OF STREET FRONTAGE	175 LF / 40 = 4 TREES	5 TREES
PARKING LOT LANDSCAPE	(1) 140SF LANDSCAPE ISLAND PER 18 PARKING SPACES OR (1) TREE WITHIN 90 LF OF EACH PARKING SPACE	55 PARKING SPACES / 18 = 3 ISLANDS OR EACH PARKING STALL LOCATED WITHIN 90 FEET OF A TREE	12 LS ISLANDS
RESIDENTIAL SCREENING - SOUTH PROPERY LINE	20' WIDE GREEN BELT WITH A LIVE SCREENING OF EVERGREEN SHRUBS PLANTED 6' O.C.	20' WIDE GREEN BELT WITH A LIVE SCREENING OF EVERGREEN SHRUBS PLANTED 6' O.C.	20' BUFFER + 30 EVERGREEN SHRUBS

N

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

DEVELOPER
MICHAEL MASTERS
PHONE: 817.988.1430
EMAIL: MIKEMFLOORS@AOL.COM

CASE# XX-XX

No.	Date	Revision Description

PROJECT NO.24-0143

SUP LANDSCAPE PLAN

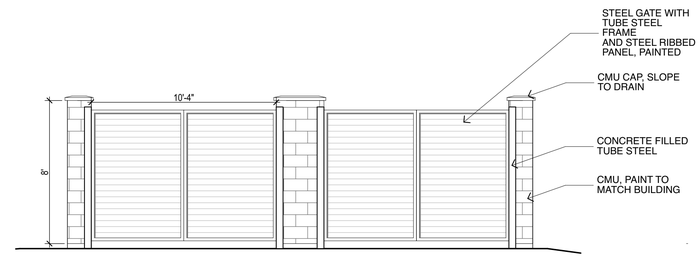
OFFICE PARK
1721 JOHN McCAIN ROAD
COLLEYVILLE, TEXAS

PRELIMINARY
FOR REVIEW ONLY
These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:
Michael G. Martin
L.A.#2636
8/2/2024

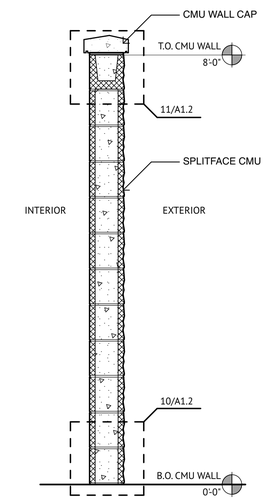
TEMPUS LAND SOLUTIONS
EST. 2021
TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus-ls.com

SHEET NO.
LS - 1.1

C:\TEMPUSTX\24-0143 - 1721 McCain - Colleyville\Design\LS 1.0 Landscape Plan.dwg Aug 02,2024 - 10:33AM tempu



12 DUMPSTER ENCLOSURE ELEVATION
SCALE: 1/4" = 1'-0"



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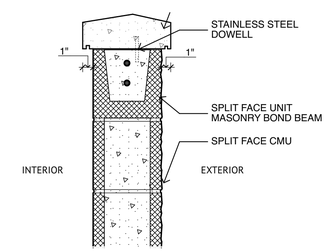
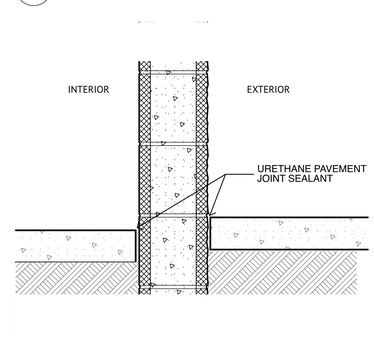
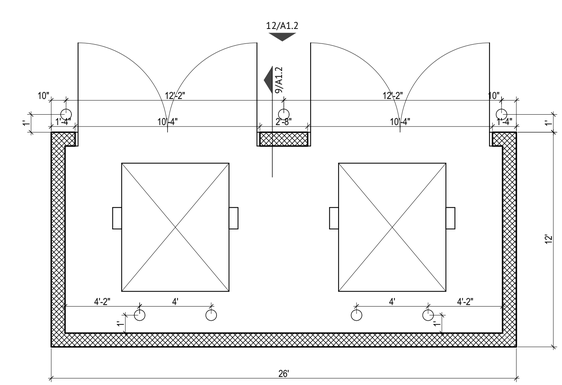


11 SECTION DETAIL
SCALE: 1 1/2"= 1'-0"



10 SECTION DETAIL
SCALE: 1 1/2"= 1'-0"



8 DUMPSTER ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

shelton
ARCHITECTURE

LINDSAY SHELTON
#25068

THIS DOCUMENT IS NOT INTENDED FOR BIDDING, REGULATORY APPROVAL, OR CONSTRUCTION

7.23.24

COLLEYVILLE COMMERCIAL
1721 JOHN MCCAIN ROAD
CIOLLEYVILLE, TX 76034

A1.2

TRASH ENCLOSURE

/Users/lbshelton/Documents/Projects/1721 John McCain - Retail/1721 JOHN MCCAIN 4.pln

LOVE starts with a wet nose &
ends with a wagging tail.
100% GUEST READY
GUARENTEED BY
ON

GOLDEN PAWS
Pet Resort & Spa
WELCOME
Grooming Salon

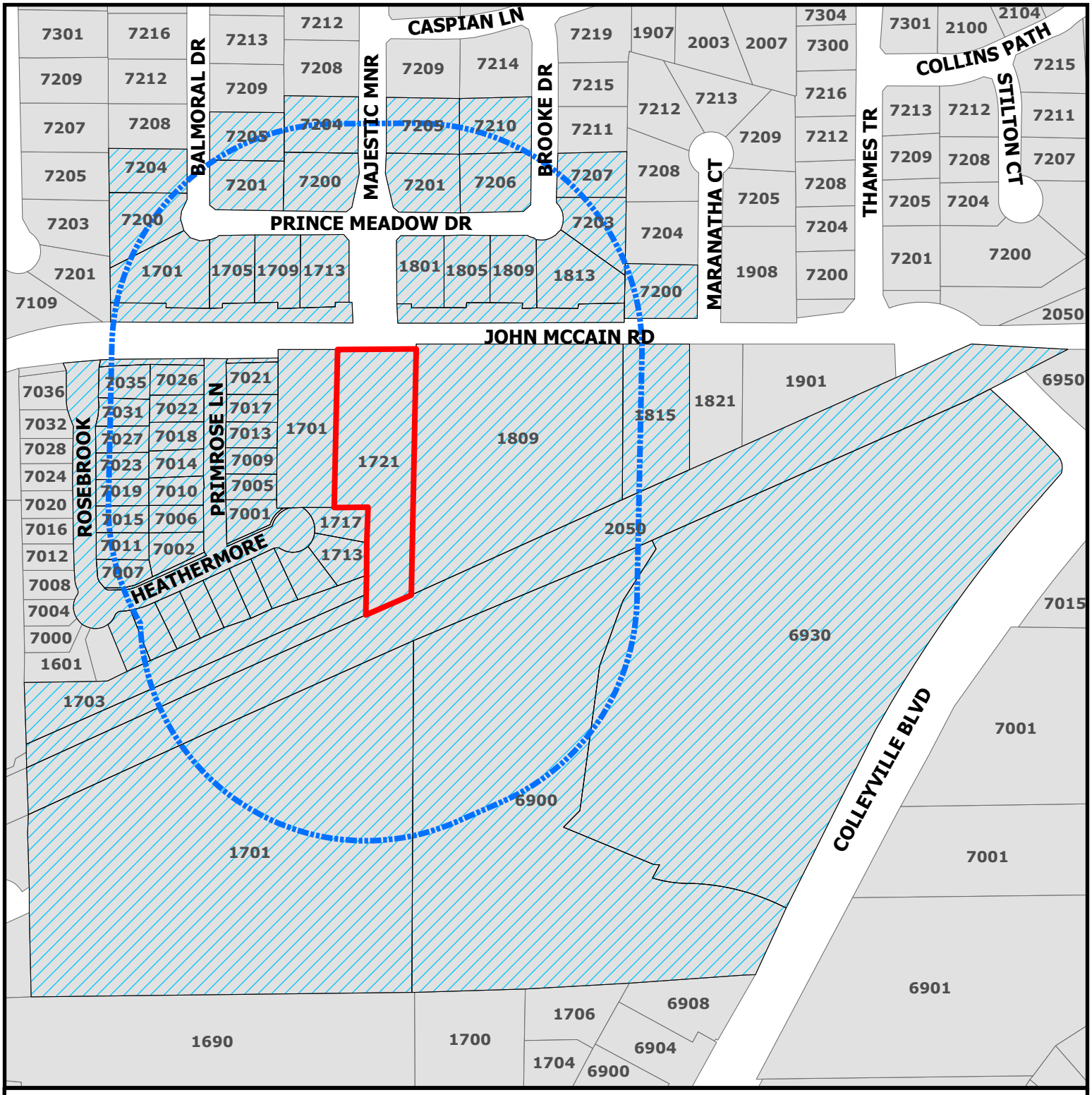
13
14

RINSE
SANITIZE

100% GUEST READY
GUARANTEED BY
ON

ABC
Pet
Resort
& Spa

Notification Map



CITY OF COLLEYVILLE TEXAS

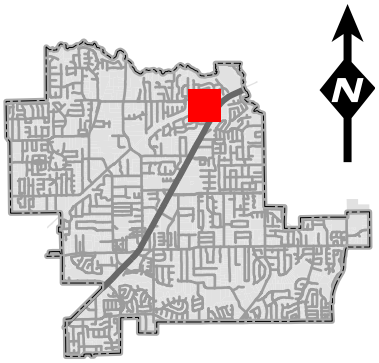
ZC24-012

1721 John McCain Rd

Parcels to be notified

Buffer

Subject Property



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

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

Planning and Zoning Commission Meeting: Monday, August 12, 2024 at 7:00 p.m.
City Council Meetings: Wednesday, September 4, 2024 & Tuesday, September 17, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

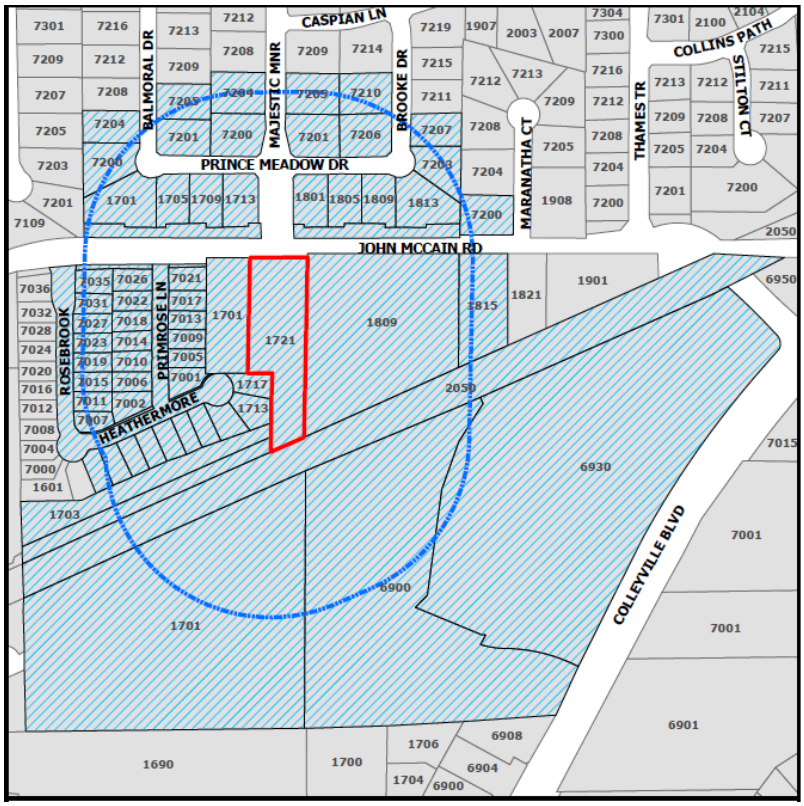
Request:	Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block 1, Chandler Addition. The request is to allow for a mobile veterinary business.
Zoning Case:	ZC24-012
Applicant:	Reece Flanagan
Owner:	Northeast Properties INC
Location:	1721 John McCain Road
Property Description:	Lot 2, Block 1, Chandler Addition
Present Zoning:	ML Light Manufacturing

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

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

Owner Name	Situs Address
NORONA, ERIC	7207 BROOKE DR
YEARGIN LIVING TRUST	7015 ROSEBROOK
SALAMY FONTENOT JOINT TRUST	7010 PRIMROSE LN
BOONE, ROBERT G	7019 ROSEBROOK
WOLTER, WILLIAM	1713 PRINCE MEADOW DR
CAPELLO, MELISSA A	7023 ROSEBROOK
GOLD DUST ONE LLC	1701 JOHN MCCAIN RD
SHEILA HELBING DARDEN LIVING TR	7027 ROSEBROOK
EVANS, STEVE	7002 PRIMROSE LN
YAFFA, LARRY	1613 HEATHERMORE
MILLER, DEBBIE	7014 PRIMROSE LN
WHITE, HOWARD R	7013 PRIMROSE LN
JAMIESON, JENNIFER D	7005 PRIMROSE LN
SAWYERS, NORMA ANN	1617 HEATHERMORE
KIRK, KENDALL	7201 MAJESTIC MNR
LILLEY, GENE T	1717 HEATHERMORE
CASTILLO, ROGER	7011 ROSEBROOK
GLASENER FAMILY LIVING TRIST	7205 BALMORAL DR
PIERCE, ROBERT	7210 BROOKE DR
RADCLIFFE, LAWRENCE	7018 PRIMROSE LN
KLOTZ, STEPHEN	7203 BROOKE DR
MCCORMICK, BRIAN W	7035 ROSEBROOK
SPAHR, AARON C	7201 BALMORAL DR
ELDRIDGE, MICHELLE	1625 HEATHERMORE
CORDER, MARK	7009 PRIMROSE LN
WARNER, LINDA	1621 HEATHERMORE
MAYO, ROBERT D	1709 PRINCE MEADOW DR
KOUZES, STEPHEN	1713 HEATHERMORE
GRIFFITH, ADRON N	7007 ROSEBROOK
STORY, TREVOR	1705 PRINCE MEADOW DR
BORKOWSKI, RICHARD	7026 PRIMROSE LN
CIKOTA, LEON D	1805 PRINCE MEADOW DR
GALE, JANICE SHEILA	7021 PRIMROSE LN
MCCUTCHEN, KEVIN	7206 BROOKE DR
VILLAS AT CALDWELL CREEK HOA	7030 PRIMROSE LN
WROBLE, MICHAEL J	7204 BALMORAL DR
PATEL, KETAN V	1701 PRINCE MEADOW DR
FAUSAK, ANDREW	7200 MAJESTIC MNR
TENNERY, PATRICIA A	1701 HEATHERMORE
BALSER, ROGER H	7205 MAJESTIC MNR
KANE, MICHAEL B	1705 HEATHERMORE
AVARY, CODY	7200 BALMORAL DR
A & L IMPORTS INC	1815 JOHN MCCAIN RD
JUETTEN, CHRISTOPHER M	7204 MAJESTIC MNR
SCHULTZ, ERIC	1801 PRINCE MEADOW DR
DEES, JOHN	7200 MARANATHA CT
DRAUTZ, EUGENE D	7006 PRIMROSE LN
DUVALL, SANDRA C	7022 PRIMROSE LN
NORTHEAST PROPERTIES INC	1721 JOHN MCCAIN RD
WINTERBERG, FERRIS	7017 PRIMROSE LN
NEL'S DREAM LLC	1809 JOHN MCCAIN RD
ANDERSON, DAVID	1813 PRINCE MEADOW DR
MARTENS, ROBERT E	7031 ROSEBROOK
BAUM, JASON	1809 PRINCE MEADOW DR
STAGGS, GARY M	1709 HEATHERMORE
LANKFORD, CHARLES	7001 PRIMROSE LN
PRUITT, DENNIS P	1609 HEATHERMORE
REGIONAL RAIL ROW CO	2050 JOHN MCCAIN RD
RAMAN CHANDLER PROPERTIES	7030 ROSEBROOK
CALDWELL'S CREEK ADDITION	COURTESY NOTICE
PEBBLE HILL PLANTATION ESTATES	COURTESY NOTICE
TIMARRON-CASCADES AT TIMARRON	COURTESY NOTICE
MONTERRA ADDITION	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
FLANNAGAN, REECE	APPLICANT

From: [redacted]
To: Citizen Letters
Cc: [redacted]
Subject: Public Meeting - Consideration - Dog Grooming and Boarding - Chandler Addition
Date: Monday, July 29, 2024 11:37:08 PM

Dear City of Colleyville -

The homeowners at 1717 Heathermore, Colleyville, Tx have been notified of meeting on this consideration, and are unable to attend meeting.

Pam Rawlings and Gene Lilley, the homeowners, want to object to this type/kind of business being approved for this location, which borders our home and neighborhood.

Our homes property borders the majority of the wooden fence line that butts up to the Chandler addition.

I would anticipate, dogs barking at all hours and other business noises that just don't fit in with our now quit surroundings.

As a homeowner, too close to this type of business, if approved, will effect my personal life in addition, affect my home value.

This is NOT a business that belongs in close proximity to family homes.

I look forward to this NOT being approved for consideration.

Thank you,
Pam Rawlings [redacted]
Gene Lilley - [redacted]
1717 Heathermore
Colleyville, Tx 76034

Sent from my iPad

From: [redacted]
To: Citizen Letters
Cc: [redacted]
Subject: Zoning - ZC24-012 & 013
Date: Tuesday, July 30, 2024 11:53:39 AM

Dear City of Colleyville -

I'm aware of the Vet-Grommer and Kennel business being proposed for 1721 John McCain.

Upon receiving notice in mail yesterday, I immediately sent objection to you.

In addition to noise concerns, I am voicing additional concerns below.

The Villas of Caldwell Creeks wooden perimeter fencing, which my home sits directly behind, borders this property.

In addition to noise, there is also additional night lighting concerns. At this time, the very bright lights from the RV Park business shine in all windows that side of my home. With an additional business requiring night lighting, I will have even more obtrusive lighting.

The proposed kennel will probably sit deep into property so that puts that right out my master bathroom and bedroom, and guest bedrooms. Dog barks are heard for blocks so it really doesn't matter where the kennel is placed within the lot. It will be noisy.

What perimeter barriers around kennels will be built to mitigate noise?

A kennel is a very lucrative business and will probably makeup the bulk of their business. How many dogs are allowed at any given time, to be kept at kennel?

I anticipate this being a very busy in and out, all hours of the day business.
Where is the entrance going to be to this business?

What about any drainage issues?

I know these matters don't affect you unless you live it, and I hope you visit the property being proposed and see how it is not a good use of this land, so close to family homes.

My husband and I are retired, as are most in my neighborhood. My husband is enduring cancer treatments at this time. We now enjoy the peaceful atmosphere our home provides. We have endured the negatives of the train, and other growth in the City, and a kennel in my backyard is the last business I want, or would think the City would approve.

I always hoped the City would buy this land and put in a pocket park…..how lovely that would be.

Please visit our neighborhood and put yourself in our position. It will no doubt affect me personally (noise,lighting and traffic) in addition my homes value (who buys a home next to a kennel?)

Maybe a better fit for this business would be directly on Hwy 26 where the gas station was proposed and not approved, some years ago.

Thank you to the City for your good works and improvements to our City. You do a great job.

Looking forward to being notified this was not approved.

Pam Rawlings - [redacted]
Gene Lilley - [redacted]
1717 Heathermore
Colleyville, TX 76034

Sent from my iPad

From: [redacted]
To: Citizen Letters
Subject: Zoning ZC24-012 & ZC24-013
Date: Tuesday, July 30, 2024 9:27:17 PM

Dear City Zoning Committee,

I am writing to express my strong opposition to the proposed pet clinic, groomer, and boarding facility near our neighborhood on John McCain. While I recognize the value of such services, I have serious concerns about the impact this business would have on our residential area.

The potential for noise pollution from barking dogs is a major issue. Despite claims that sound barriers and building design can mitigate this, real-world experiences suggest otherwise.

Property values are another significant concern. The presence of a pet boarding facility could make it difficult for nearby homeowners to sell their properties in the future. Even if actual impacts are minimal, the perception of potential issues can negatively affect home values and neighborhood desirability.

Additionally, there are worries about odors and waste management. While the facility may promise odor control measures, the risk of unpleasant smells affecting nearby homes remains a concern.

I urge the committee to carefully consider the long-term effects on our community. I believe this proposal is not appropriate for a residential area and should be denied or relocated to a more suitable commercial zone.

Thank you for your consideration of these concerns.

Sincerely,
Alison Pauli
7405 Braemar Ter
Colleyville TX 76034

Sent from my iPhone

From: [redacted]
To: Citizen Letters; ckbevill@hotmail.com; David.groves11@gmail.com
Subject: P&Z Case ZC24-013
Date: Wednesday, July 31, 2024 10:03:30 AM

I want to express my concern for the proposed zoning change at 1721 John McCain Rd. I oppose the requested change. As a resident of Cascades (across John McCain) I believe a pet boarding business, vet clinic, mobile vet and grooming salon are poor choices for a residential area due to their potential to create various issues that detract from my neighborhood's appeal. These establishments can be unsightly, with frequent traffic from pet owners and delivery vehicles disrupting the tranquility of our area. Over time, the buildings housing such businesses are prone to becoming run down, as they are subject to high wear and tear, including noise and mess from the animals they service. The constant use of these facilities can lead to deterioration and a decline in property values. Additionally, I believe these types of buildings will not be maintained to the same standards as residential homes, leading to a general degradation in the quality of the surrounding environment. I see this around Colleyville, Grapevine and Southlake for other businesses of this type. Please do not approve this request.

Thank you for your consideration.

Susan & Jason Baum
1809 Prince Meadow Dr.
Colleyville

[redacted]

From: [redacted]
To: Citizen Letters; ckbevill@hotmail.com; David.groves11@gmail.com
Cc: [redacted]
Subject: Proposed zoning change 1721 John McCain Rd.
Date: Friday, August 2, 2024 12:15:52 PM

Good Afternoon,

We want to express my concern for the proposed zoning change at 1721 John McCain Rd. We oppose the requested change. We have lived in Colleyville for only two months now and really enjoy it. As a resident of Cascades (across John McCain) we believe a pet boarding business, vet clinic, mobile vet and grooming salon are poor choices for a residential area due to their potential to create various issues that detract from my neighborhood's appeal. These establishments can be unsightly, with frequent traffic from pet owners and delivery vehicles disrupting the tranquility of our area. Over time, the buildings housing such businesses are prone to becoming run down, as they are subject to high wear and tear, including noise and mess from the animals they service. The constant use of these facilities can lead to deterioration and a decline in property values. Additionally, we believe these types of buildings will not be maintained to the same standards as residential homes, leading to a general degradation in the quality of the surrounding environment. We see this around Colleyville, Grapevine and Southlake for other businesses of this type. Please do not approve this.

Thank you for your time.
Bill and Amy Valentas
1813 Prince Meadow Dr
Colleyville, TX 76034

From: [redacted]
To: Citizen Letters
Subject: City of Colleyville Land Development
Date: Monday, August 5, 2024 10:50:12 AM

City of Colleyville
I will not be able to attend the meeting tomorrow evening (unless it runs late) but I am very concerned about the development of land in Colleyville. Why destroy trees when they are so necessary for our environment? Why build more businesses when we have open unused buildings? And, when there is development, why create an eyesore plus a falling-into-a-creek scenario? Colleyville is such a wonderful place to live peacefully. Remember the train station some 20+ years ago. I fought that battle along with others and I will continue to fight for Colleyville to remain safe, secure, and a family-oriented lifestyle community.
Sue Drautz

From: [redacted]
To: Citizen Letters
Subject: Mobile Veterinarian Clinic
Date: Tuesday, August 6, 2024 7:39:51 AM

My wife and I live at 7017 Primrose Ln in Colleyville. Our back fence borders with the business behind us and then faces the proposed property under consideration for this zoning change.

We are opposed to this change if there will be any animals kept on the property. If allowed, there will be noise heard both day and night even if they are kept inside. Presently, we have a quiet, peaceful neighborhood and we would like to keep it that way. If this property is allowed to become a kennel, it will adversely affect the values of our homes.

Your Notice of a Public Hearing indicates that the proposed business will be a mobile veterinary business which implies that no animals will be seen or kept on the property. If that is the case, it needs to be so stated in the zoning change.

However, if this change is approved, I fear that the next step in the future will be to allow animals to be boarded there too. Once they get their foot in the door, it will be easier for the owners to request another change allowing animals to be kept on the property.

We therefore oppose this zoning change

Ferris & Sue Winterberg
7017 Primrose Ln, Colleyville, TX
[redacted]

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

WRITTEN PROTEST OF APPLICATION

Re: Zoning Case ZC24-012
Location: 1721 John McCain Road

Please be advised the undersigned is the owner of real property within 500 feet of 1721 John McCain Road where a Special Use Permit has been requested to allow a Veterinarian Clinic/Mobile Veterinary Business. In response to the Notice of Hearing, please accept this Written Protest to the Application. The undersigned respectfully requests these written comments be made part of the public records and further requests the Application be Denied.

Specifically, the undersigned opposes the application based on the noise of the animals as well as the odors from the waste the animals create. It is also worth noting the Applicant's address backs to the Cottonbelt Trail, a widely used trail for walking, running and biking. Not only would the noise and odor affect the undersigned as a homeowner with 500 feet it would also affect the homeowners use of the trail. The section of Cottonbelt between John McCain and Pleasant Run is a beautiful tree lined section of trail which would be best served remaining free of the noise and odor Veterinarian Clinic/Mobile Veterinary Business.

Aaron Spahr
7201 Balmoral Drive
Colleyville Texas 7034

From: [redacted]
To: Citizen Letters
Cc: [redacted]
Subject: Opposition to Zoning Case ZC24-012
Date: Tuesday, August 6, 2024 3:45:49 PM

Gold Dust One LLC
2242 S McClintock Drive, Suite 1
Tempe, AZ 85282

August 6, 2024

City of Colleyville
Attn: Community Development Department
100 Main Street
Colleyville, TX 76034
Via email to: citizenletters@colleyville.com

Subject: Opposition to Zoning Case ZC24-012

City of Colleyville Councilmembers and Zoning and Development Commissioners:

We are the owners of 1701 John McCain Road known as the Mastery Campus operating a dental continuing education continuum, Clinical Mastery Series. Our location hosts dentists from across the country in exceptional continuing education with a strong reputation in our industry. Today, we write to you in opposition to Zoning Case ZC24-012.

We are opposed to this zoning case due to the impact a dog boarding facility will have to the neighborhood. We believe the addition of a proposed dog boarding facility will negatively impact the neighborhood with (1) excessive noise and (2) odor and flies generated from multiple animals using outdoor relief areas.

Our facility has a strong reputation for excellence and is known for our premier Colleyville location where dentists obtain high-quality continuing education at a peaceful and beautiful location. We join our neighbors in opposition to this use permit request and the potential negative impact to this community if approved.

We appreciate your consideration. If you have any questions, please contact me at [redacted]

Sincerely,

Jenn Janicki
Gold Dust One LLC

From:	[redacted]
To:	Citizen Letters
Subject:	Zoning Case ZC24-012
Date:	Tuesday, August 6, 2024 3:47:17 PM
Importance:	High

We are the owners of the property located at 1809 John McCain. We are opposed to Zoning Case: ZC24-012 which proposes to place a veterinary clinic and boarding facility next door to our business Pro RV.
Please feel free to contact Kim at the number below if you have any questions or require further input.

Sincerely,

Nels' Dream LLC
Co-owners:

- Kim Schweikert
- Neal Nelson
- Dean Nelson
- Dawn K Cass

Kim Schweikert
PRO RV
1809 John McCain Road
Colleyville, Texas 76034
[redacted]

From: [redacted]
To: Citizen Letters
Subject: Re: Opposition
Date: Tuesday, August 6, 2024 5:36:55 PM

I am oppposed of any commercial added to John Mc Cain Road Dog Grooming or Vet.
Sent from my iPhone

> On Aug 6, 2024, at 5:15 PM, Debbie Miller [redacted] wrote:
>
> Please note that I oppose the commercial building of a Dog Grooming service on John McCain. I live on Primrose Lane and that commercial building will devalue my home. I am disgusted that this is being considered since no one is considering us home owners in Villas at Caldwell Creek. Ask the owners of the proposed business if they would like this directly behind their home with noise and traffic in and out along with dogs etc. I am asking for u to stop this from happening please.
> Sent from my iPhone

From: [redacted]
To: Citizen Letters
Subject: Comments to Zoning Case ZC24-012
Date: Thursday, August 8, 2024 4:30:42 PM

Community Development Department

Zoning Case ZC24-012 Comments

The proposed location for this "mobile veterinary business" backs right up to our residential area that along with zoning case ZC24-013 puts a noisy (dogs barking) boarding and grooming facility right next to peoples' homes.

We love dogs and currently have one but do not want a full time facility within earshot of our house. The applicants can say all they want on keeping noise levels down but dogs do bark, sometimes excessively.

Looking at the building floor plans it appears there will be four buildings each with no interior walls for grooming area, boarding section, nothing. Didn't see any outside play yard for the boarded dogs which you would think would be appropriate.

Bottom line is we do not want another non-residential facility built next our development.

Lawrence & Michele Radcliffe

7018 Primrose Lane
Colleyville, TX 76034

From:	Ben Bryner
To:	Jackie Reyff
Subject:	FW: 1721 John McCain special use permit
Date:	Friday, August 9, 2024 10:56:11 AM

From: Walter Kilroy [redacted]
Sent: Friday, August 9, 2024 10:47 AM
To: Ben Bryner <BBryner@colleyville.com>; Gary Staggs [redacted]; Sue Drautz [redacted]
Subject: 1721 John McCain special use permit

Ben,

Per our conversation this morning, I am including some questions I have about the proposed new project on the above property. I understand this will be emailed to the appropriate city officials today too. I do speak for our HOA.

I have taken a little time to read the owner's description of the business and facility he has petitioned the City of Colleyville for a Special Use Permit to build and operate. It states, "our veterinary clinic ***which will be a surgery center*** and office for a mobile vet clinic." He goes on to explain that "The boarding facility will be state of the art and provide essential services". He does not address the traffic impact that the facility, if allowed, will certainly bring to existing neighborhoods, not to say anything about the preventable cut thru traffic that currently exists.

- He explains the Community Benefits this project brings as having an *Economic Impact thru job creation and increased revenue*. If this facility, a surgery center and boarding facility, will result in increased revenue, is it not a business providing a service not a Light Manufacturing Center which produces a product?

- How many employees will there be at the facility every day? What is the number of employee and company cars and trucks will be parked on site during the day and those parked overnight?

- He addresses Noise, Odor and Traffic by stating "We are committed to ***minimizing*** any potential negative impacts." How will that be addressed?

- How will the daily water and cleaning fluids from the Mobile Clinic sanitizing be captured and disposed of?

- How many dogs are expected be housed for surgery and recovery and how many will be housed for boarding?

- Please explain which Building, number 1 or number 2 will house the indoor kennels and which will be the surgery center.

- How will the bodies of the dogs that do not survive the surgery be disposed of?

- How many dogs will be walked several times a day and where? Along the sidewalk beside John McCain? Will they be walked along the Bike and Jogging paths parallel to the RR Tracks?

- How can we be sure that all poop is picked up and where will it be between regular pick up and disposals.

- How are the dogs boarded at this facility separated from the neighborhood dogs on the few walking paths that are used by the residents of this community. Neighborhood dogs are less excited by being in a new and strange place.

- How can we be guaranteed that the use of Buildings 3 and 4 are not just expansion space for the Owner described “New Veterinary Surgery Center and Boarding Facility”?

- Where is the “office for the ***existing*** Mobile vet clinic? Or will this intended facility and the service trucks be incorporate the new space?

- Will the maximum allowable sound level be established and enforced from this property to the adjacent Homeowner’s? Will it be established by an Acoustician be monitored by an independent company?

- Will the trees indicated on the site plan have a warrantee, possibility a year like the buildings?

- Will a doggy day care center be allowed in buildings 3 and 4 now or even considered?

Thank You,

Walter Kilroy, AIA

August 9, 2024

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

Re: Request: Special Use Permits for Veterinarian Clinic, Dog Boarding & Dog Grooming
Zoning Cases: ZC24-012 and ZC24-013
Location: 1721 John McCain Road
Property Description: Lot 2, Block 1, Chandler Addition

Dear Community Development Department Representatives,

Please accept this letter in opposition to the above-referenced zoning change requests. Our family resides at **7301 Majestic Manor** in Timarron Cascades, the neighborhood directly across from the location in question.

While we are pet lovers and owners, we do not believe this location is appropriate for a veterinary clinic, pet boarding and grooming business. We have concerns that this will negatively impact the peace and tranquility of our neighborhood, cause a decline in home values, and add to traffic safety concerns.

Frequent traffic from pet owners and delivery vehicles is disruptive to the peace and tranquility of the neighborhood and residential streets. Additionally, there will be increased noise from the animals served.

Veterinary clinics and pet boarding and grooming services are not always maintained to the same standards as residential homes and are prone to rapid deterioration since they are exposed to high wear and tear, including messes from the animals they serve. This can cause a decline in the property values of nearby residential homes.

This location sits on a 2-lane road that has already seen increased traffic due to new residential developments. Allowing a business with frequent traffic across from our neighborhood will increase the number of vehicles on an already congested roadway. Additionally, adding another entrance/exit to John McCain Road across from our neighborhood entrance/exit will undoubtedly lead to additional safety concerns. Traffic during the morning and evening commuting hours is heavy and often backs up beyond the neighborhood entrances, which makes exiting and entering the neighborhood difficult. A new entrance/exit to the roadway with high traffic across from our neighborhood entrance will raise the danger of entering and exiting John McCain Road, and thus make entering and exiting our neighborhood more dangerous.

Veterinary, boarding, and grooming businesses are not good choices for a residential area due to their potential to create the issues described above that will detract from our neighborhood's appeal.

We appreciate the opportunity to express our concerns and hope that you will give this sincere consideration and deny the above-referenced proposed zoning changes.

Sincerely,

Michael Nixon | Nicole Nixon | Zachary Nixon

From: [redacted]
To: Citizen Letters
Subject: Opposition to Zoning Cases ZC24-012 and ZC24-013
Date: Friday, August 9, 2024 3:11:53 PM

This letter represents my opposition to the consideration of use permit for the vet clinic and dog boarding and dog grooming buildings proposed for construction at 1721 John McCain Road. These are Zoning cases ZC24-012 and ZC24-013.

My home is located at 7013 Primrose Lane, near where the proposed buildings would be built.

These businesses would increase traffic on a high-traffic two-lane road that affects several residential areas, especially during rush hours.

Additionally, our neighborhood, the Villas at Caldwell Creek, which would be steps away from the proposed buildings, is a community of older residents/empty nesters who are home during the day. Many of us are not in the best health, and the noise of dogs barking would be extremely disruptive to our otherwise quiet neighborhood.

Thank for your consideration.

Howard Randall White
7013 Primrose Lane
Colleyville, TX 76034
[redacted]

From: [redacted]
To: Citizen Letters
Cc: Bobby Lindamood; Brandi Elder; Scotty Richardson; Mark Alphonso; Ben Graves; Kimberly Gunderson; Tim Raine
Subject: ZC24-012 & ZC24-013
Date: Sunday, August 11, 2024 9:02:17 PM

Dear Mayor & City Council and Planning & Zoning Committee,

I have sent two objections, this is my third, as I continue to have many concerns.

My husband and I may not be able to attend upcoming meetings, and appreciate your reading this Objection.

From my homes view, and the area, the applicants proposed business offers nothing that enhances either the area and certainly not my homes value.

The applicants brick fencing will stop 3/4 of the way down my houses property line, so the existing HOA wooden fence will be joined by applicants Brick fence. Not very attractive. The HOA wooden fence is 4 ft from my house. My house brick color is neutral tones. What color will applicant use? That could also be very unattractive.

Bldgs 3&4 are office space? It seems odd the square footage for what is being proposed. Will they be allowed to lease space? I noticed there's a bldg 5 on one of the layouts but no mention of it. Did they decide against having 5 buildings at this time? But may build it in future - more Boarding possibly.

Our utmost concern is the Boarding of dogs. We love animals, but don't want any.

How many dogs are allowed to be Kenneled at one time?

Does the applicant also offer dog daycare services?

How many times a day do the dogs go outside and for how long?

What is applicants operating days and hours?

Are employee(s) at boarding facility 24 hrs?

I am not opposed to this land being developed.

I do oppose dog boarding within 150 feet from my home.

The City of Colleyville has Ordinances to protect its citizens from Nuissance, Ordinance 42-27.

In order to allow this SUP, you're allowing half the distance from residential, and probably 4 times the number of dogs than that Ordinance states, as being allowed.

This will pose a hardship for citizens this Ordinance was suppose to protect.

I realize this property carries a light industrial zoning, allowing noise. If the City approves this applicant, it's like you threw gasoline on what was already bad zoning.

Our little neighborhood, of 43 homes, is a jewel box, of mostly retired people. It is extremely quiet within the neighborhood and beyond.

Both Gold Dust and RV businesses are great neighbors and don't make any types of noise.

Any noise from boarding facility is going to seem magnified, as we are accustomed to ultra quiet surroundings.

That is a great selling point. Having a Kennel 150 ft from my home is an awful selling feature. This business creates a hardship for me in both my selling my home, and its value.

“Luxury” boarding may be all the rage, but in these turbulent times, most don’t seek luxury for their animals in vet services, surgery or boarding. How many yrs will this business be, in business?

I hope the weight of your decision , is the neighborhoods, and the people, that will always be here.

This business does not enhance our area, nor provide services, that we don’t already have, just within a few miles.

Thank you for your time considering my concerns.

Pam Rawlings and Gene Lilley
1717 Heathermore

Sent from my iPad

From: [redacted]
To: Citizen Letters
Cc: [redacted]
Subject: Colleyville Zoning Cases ZC24-012 and ZC24-013
Date: Sunday, August 11, 2024 9:03:49 PM

Planning and Zoning Commission,

I am a homeowner at 7205 Balmoral, Colleyville, Texas. 76034

I am writing to express concern for the issuance of a Special Use Permit for the proposed Veterinarian Clinic and Dog Boarding/Bog Grooming Facility.

The address of the proposed facility is 1721 John McCain. This property is directly opposite the entrance/exit to The Cascades of Timarron.

John McCain is a major East/West road through Colleyville and has a very high level of traffic. So much traffic, in fact, that it often backs up from Highway 26 past our entrance/exit making exiting our neighborhood very slow and potentially dangerous at times.

I am concerned that this business will increase traffic flow on John McCain making exiting the neighborhood even worse.

In addition, the proposed facility is in direct line of sight with Majestic Manor. I have not seen any proposed architectural drawing but would want to insure that the quality and design of the facility would not detract from the quality and style of our neighborhood.

I would ask that the Planning and Zoning Commission **deny the request for a Special Use Permit** until these concerns are resolved favorably.

I would be happy to address any questions.

Thank you.

Cletus Glasener
7205 Balmoral
Colleyville, Texas 76034
[redacted]

From: [redacted]
To: Citizen Letters
Subject: Proposed commercial operation on John McCain
Date: Monday, August 12, 2024 8:32:12 AM

I object to the proposed pet boarding business on John McCain due to concerns about increased traffic on our residential road, which is not designed to handle such an uptick. At times currently traffic will back up from Colleyville Blvd. past Majestic Manor creating difficulty in exiting from the neighborhood. There is still large blocks of undeveloped land to the west on John McCain that will only increase the traffic on John McCain. Adding in necessary traffic with what some consider a retail establishment will inflame the traffic issue.. This added congestion could compromise safety for residents and children. Additionally, the presence of a commercial enterprise in our neighborhood might lead to a decline in property values, negatively impacting homeowners' investments. Our community's infrastructure and residential nature should be preserved to maintain the quality of life for all residents.

Donald Crowley
7209 Balmoral Dr.

From: [redacted]
To: Citizen Letters
Subject: Proposed dog kennel on John McCain Rd
Date: Monday, August 12, 2024 9:18:26 AM

I am totally opposed to the dog Kennel and grooming proposed on John McCain rd. It will be far too close to surrounding homes!

George Dodson
7309 Balmoral Dr.
Colleyville, TX 76034

Sent from my iPhone

From: [redacted]
To: Citizen Letters
Subject: Colleyville Planning & Zoning - Special Use Permit - ZC24-012 - Citizen response (8/12/24, 11am)
Date: Monday, August 12, 2024 10:55:35 AM
Attachments: Colleyville Planning and Zoning 8-12-24.pdf

To Whom this may concern

I would like to better understand traffic patterns for this type of business and whether a traffic study has been commissioned.

Also, assuming the main time for dog drop off is 8am to 9am and pickup is 5pm to 6pm as well as the traffic already on John McCain at these

times that back up to Majestic Manor Street (The Cascades entrance off John McCain) from Hwy 26 this possible development is going to create

additional traffic challenges for the Cascades neighborhood as well as other neighborhoods along this corridor. Pulling onto John McCain at

this time is already dangerous and frustrating with this possible development compounding the problem at hand since the proposed development's

intersection is directly across the street from The Cascades entrance. If this project goes through the safety need for a right turn into the property

as well as a center turn lane left into the property will be needed. For those dropping off / picking up pets I don't see where the applicant has proposed

an outside pet zone for dogs to use prior to entering and existing the buildings. The landscape area up against John McCain is probably not an appropriate

or good option for this area nor the detention pond in the rear of the property.

At this time, I'm not in favor of the proposed project until traffic safety has been addressed.

Thanks

Jerry Crenshaw
[redacted]

August 12, 2024

City of Colleyville Community Development Department
100 Main Steet
Colleyville, TX 76034

Re: Request for Special Use Permit for Veterinarian Cling, Dog Boarding & Dog Grooming
Zoning Cases: ZC24-012 and ZC240-013
Location: 1721 John McCain Road

Dear Community Development Department Members,

I am writing to urge you NOT to make the zoning change requested that would allow the construction of this type of business on the property directly across from the entrance to the Timarron Cascades neighborhood. My husband and I live at 7209 Balmoral Drive in Cascades and have been residents here since 2006 and residents of Colleyville since 1984.

While I love dogs and have used services similar to those being proposed, I believe that such structures should be located where there is the proper infrastructure to handle the needs of the business. John McCain is a two-lane road in a primarily residential area. There are numerous communities the road services – many of which have been here for decades and others which are still being constructed (i.e., Oak Alley.) I don't believe that John McCain is equipped to handle the additional traffic that would be created by the existence of this business. The addition of the Trinity Express train which crosses four times per hour for approximately 20 hours each day only adds to the traffic pressure for the area.

As school get ready to start back, I am reminded of the many school busses that use John McCain to transport students to the local schools. Frequent stops are made to pick up and drop off children on this two-lane road. It would seem to me to exacerbate the safety issues for the children by adding a business where pet owners are dropping off pets and making vet visits during heavy traffic periods.

As you know, there is a bike/ walking path that crosses John McCain very close to the proposed construction path that accommodates a great deal of pedestrian and bicycle traffic. As a daily jogger, I find that it is already challenging to cross the street and adding more traffic to the situation seems contrary to Colleyville's desire to promote the use of the trails that Colleyville has proudly invested in and further puts the safety of the community at risk.

I happily support local businesses but believe that they should be located in areas that have the proper infrastructure to support the traffic that is generated by those businesses. I appreciate your considering the concerns expressed. Colleyville is a wonderful place to live and zoning restrictions are there for a reason.

Sincerely,

Elaine Daly Crowley

From: [redacted]
To: Citizen Letters; [redacted] Jerry Ducay
Subject: Opposition to Zoning Case ZC24-012
Date: Monday, August 12, 2024 4:45:31 PM
Importance: High

Stacey Pierce
7210 Brooke Dr.
Colleyville, TX 76034
[redacted]
August 12, 2024

Colleyville City Council

RE: ZC24-012 opposition

Dear Council Members,

I am writing to express my concerns regarding the proposed establishment of a veterinary clinic and pet boarding business in our residential neighborhood located at 1721 John McCain Rd. As a resident of the Cascades of Timarron, I am deeply concerned about the potential impact this development could have on our community.

1. Zoning and Land Use Concerns
The primary concern is that a veterinary clinic and pet boarding business may not be compatible with the current zoning regulations for our residential area. Residential zones are typically designated to ensure that the neighborhood remains a peaceful and quiet environment for families. The introduction of a business with high traffic, noise, and potential disruptions could alter the character of our community.

2. Traffic and Parking Issues
A veterinary clinic and pet boarding business are likely to increase traffic and demand for parking in an area that was not designed to accommodate such activities. This could lead to congestion, safety hazards, and inconvenience for local residents.

3. Noise and Disturbance
Veterinary clinics and pet boarding facilities often generate significant noise from both animals and their activities. This can disturb the tranquility of our residential area and negatively impact the quality of life for neighborhood residents,

4. Health and Sanitation Concerns

The presence of a veterinary clinic and pet boarding business could raise issues related to sanitation and health. There is a potential risk of increased waste and odors that could affect the cleanliness of our neighborhood. Proper waste management and sanitation procedures are critical, and any lapses could lead to unsanitary conditions.

5. Property Values
The establishment of a commercial business in a residential area could potentially affect property values. Prospective buyers may be deterred by the presence of a business that could

introduce noise, traffic, and other disruptions. Maintaining the residential nature of our neighborhood is important for preserving property values and the overall appeal of our community.

6. Alternative Locations
I believe that there are more suitable locations for such businesses that would not conflict with residential zoning and would be better equipped to handle the demands of a veterinary clinic and pet boarding facility. Commercial or mixed-use zones may provide a more appropriate setting that can accommodate these types of businesses without impacting residential neighborhoods.

I kindly request that the City Council consider these concerns carefully and evaluate whether the proposed business aligns with the zoning regulations and the best interests of the community. I appreciate your attention to this matter and look forward to your response.

Thank you for your consideration.

Sincerely,

Stacey Pierce

Robert C. Pierce
7210 Brooke Dr.
Colleyville, TX 76034

August 12, 2024

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

Subject: Opposition to Zoning Cases ZC24-012 and ZC24-013

Dear Planning and Zoning Commission

I am writing to express my strong opposition to the proposed establishment of a veterinarian clinic and pet boarding business and pet grooming business at 1721 John McCain Road, Colleyville, Texas 76034, and also identified as Lot 2, Block 1, of the Chandler Addition. This location is in very close proximity to a residential area. As a resident of the Cascades of Timarron, I have significant concerns regarding the potential impacts this business could have on our community.

1. Traffic Congestion: Such a business is expected to attract a high volume of traffic, including pet owners, delivery vehicles, and emergency vehicles. This increased traffic could lead to congestion, safety concerns, and difficulty for residents in navigating our streets. I would also note that it appears that the proposed entrance is directly across from the entrance to the neighborhood at Majestic Manor. There is already considerable traffic congestion on John McCain, it is already difficult to turn left out of the neighborhood at various times of the day due to the existing amount of residential traffic on John McCain. I think that an additional volume of traffic and vehicles turning in and out of that proposed location poses additional safety risk for vehicle accidents on an already busy thoroughfare.

2. Noise Pollution: The operations of a veterinary clinic and pet boarding facility are likely to generate substantial noise, including barking dogs and medical equipment sounds. This noise pollution would adversely affect the quality of life for residents, especially those with young children or elderly family members.

3. Odor Concerns: The accumulation of animal waste and the need for regular cleaning can result in unpleasant odors. These smells could permeate our neighborhood, detracting from our living environment and potentially affecting property values.

4. Impact on Property Values: The presence of a commercial enterprise in a predominantly residential area may negatively impact property values. Many residents chose this neighborhood for its quiet, residential character, and the introduction of a business could alter the area's appeal.

5. Quality of Life: The introduction of a veterinary clinic and pet boarding business could disrupt the peaceful nature of our neighborhood. The combination of noise, traffic, and potential odors may diminish the quality of life for current and future residents.

Given these concerns, I respectfully request that the planning committee deny the application for a special use permit. I believe that it would be more appropriate for such a business to be located in a commercial zone, where its impact on residential areas would be minimized. I would also note that there are already a number similar business in Colleyville in addition to numerous mobile pet grooming services that operate in the area.

Thank you for considering my views on this matter. I hope that the committee will take into account the potential negative effects on our community and take appropriate action to protect the residential character of our neighborhood.

Sincerely,

Robert C. Pierce

From:	Ben Bryner
To:	Jackie Reyff; Kristopher Potts; Christopher Pham
Subject:	FW: Special Use Permit - ZC24-012 & ZC24-013
Date:	Friday, August 16, 2024 4:28:49 PM

From: KLS-AOL[redacted]
Sent: Friday, August 16, 2024 4:26 PM
To: Ben Bryner <BBryner@colleyville.com>
Subject: Special Use Permit - ZC24-012 & ZC24-013

Hello again Mr Bryner,
I hope that it is not too late to register my comments NOT in Support of the proposed Special Use Permits ZC24-012 & ZC24-013.

This area of John McCain road seems to continually encroach upon the established residential areas. We do not need more traffic and congestion on John McCain Rd. As a primary east/west cut-through for traffic, and the backup to/from the Pleasant Run traffic circle to Colleyville Blvd, more business related traffic on this road will become more untenable for residents travelling the road and the additional maintenance & upkeep needed to maintain the and the heavy traffic it receives.

As I recall, and I may be mistaken, this building received a number of complaints due to not following the noise code enforcement. In addition, it continues to appear that the car sales dealership does not continually adhere to the restrictions on the number of vehicles to be displayed. This may have changed with a subsequent zoning change, but I'm not sure.

However, my point is that the city of Colleyville has a number of areas/lots open for commercial development available along Colleyville Blvd. Some of the current businesses continue to be an "eyesore" even as the city offered grants to improve building facades along the boulevard.

As part of the city Economic Development Plan, I would see it more appropriate to focus on the respective areas in need of development, currently zoned for commercial use.

Thank you for your attention to my comments and I hope they will be registered with the Zoning Commission and City Council at the appropriate time.

Ken Moon
[redacted]

ZC24-012*
Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012

ZC24-013*
Consideration of a Special Use Permit to allow for Dog Boarding & Dog Grooming on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-013

From: [redacted]
To: Citizen Letters
Subject: John McClain proposed Vet Center/Dog Grooming
Date: Sunday, August 25, 2024 5:22:17 PM

I live at 7209 Balmoral Dr and have previously written in my opposition to the Special Use Permit. I continue to oppose such permit. Below are some additional concerns that I have heard my neighbors express and I believe they are valid concerns that you should consider.

1. The funnel nature of entering and exiting the Cascades development on Majestic Manor results in approximately 40 to 50 homeowners to be significantly impacted by the traffic that will be caused if the Special Use Permit is issued. Most of these homeowners live outside your 500 foot radius zone that you use to weight opposition/approval of your proposed actions. I live 20 foot outside this 500 foot zone and my neighbor to the south lives within the zone. His opinion counts more than mine but we both use the Majestic Manor entrance and will both be equally impacted. I believe that anyone that uses the Majestic Manor entrance to Cascades should be given equal weight. I further believe that notices should be sent to all such homeowners so they can express their opinion.

2. The property owner to the east of the property being considered for a SUP is in large part a long term storage lot for RV's, trucks and other vehicles. This property has little to no in and out traffic, so any impact caused by the increased traffic of the proposed Vet and dog grooming operation will be minimal, yet because this property is such a significant amount of the space within 500 feet, the property owner's opinion or lack of opposition is given too significant a weight in my opinion.

3. I believe there are 55 parking spaces provided for in the plans submitted. This along with the operation including grooming and short term boarding leads me to believe there will be an additional up to 250 additional car trips added to the traffic already on John MCain. Oak Alley has if I remember correctly 34 lots and I believe that only 6 homes are occupied currently. Full development would then add about 56 car trips if only one occupant came and went daily. If two occupants come and go the car trips exceed 100. There is undeveloped land west on John McCain that once developed, such homes will add a significant number of trips on John McCain.

4. John McCain is not a safe road currently - this is a reality that must be considered when proposing to allow additional traffic. Drivers exceed the speed limit day in and day out. When I drive at the 30 mph speed limit from Pleasant Run toward Majestic Manor, before I turn onto Majestic Manor, I generally have 5 or more cars tightly bunched behind me. The City of Colleyville seems to have permanently placed a speed sensor in front of the property being considered for this SUP. Such action would not be done if the City did not realize the reality of drivers speeding. Additionally drivers don't not observe the cross walk signals that are present at the 3 crosswalks currently on John McClain. I know this for a fact because I use these signals when I go on my daily walks for exercise. Additional traffic caused by the proposed SUP will make matters worse. Safety must be considered.

5. The Planning and Zoning write up states the following " They will install measures to reduce pet noise, odor, and minimize traffic to the site." It is impossible to minimize traffic to the site. Their business of dog grooming depends on traffic. Their business of boarding depends on traffic. Occupants of buildings 3 and 4 (as yet undefined) will most likely also depend on traffic to sustain a business.

6. Many days the morning traffic backs up eastbound from Colleyville Blvd. past the Majestic Manor entrance. This is with the current level of traffic. In the evenings the westbound traffic is incredibly heavy. At times, it is difficult to exit the Cascades neighborhood. The nature of this east and west bound traffic on John McCain prompted the City to spend many 100's of thousands of dollars to install 2 traffic circles on John McCain.

Do not approve this Special Use Permit.

Donald Crowley
7209 Balmoral Dr
[redacted]

From: [redacted]
To: Citizen Letters
Subject: ZC24-012 & ZC24-013 (1721 john McCain)
Date: Saturday, September 7, 2024 3:08:19 PM

The developer, Mike Masters, has been very nice and understanding for all our concerns, and I appreciate him asking for SUP ZC24-013, for Boarding and Grooming, be dropped for consideration. I am and will always remain in objection of Boarding.

I have no issues at all with ZC24-012, SUP for Vet Clinic.

Mike Meyers and I have exchanged emails over the past few days, and I appreciate him acting upon my and the neighborhoods concerns regarding Boarding.

I look forward to welcoming Vet Clinic to our neighborhood and Mr. Masters developing this land.

Please note your records accordingly.

Pam Rawlings & Gene Lilley
1717 Heathermore
Colleyville

Sent from my iPad

From: [redacted]
To: Citizen Letters
Subject: John McCain Zoning
Date: Sunday, September 8, 2024 1:55:23 PM

City of Colleyville Planning and Zoning Commission

Please do **not** approve of the planned construction on John McCain Road: ZC24-012 and ZC24-013

My husband and I moved to Colleyville more than twenty years ago and we own the property at 7006 Primrose Lane, Colleyville, TX. We both are retired and brag about Colleyville all the time. The planned construction (listed above) is not needed, and not wanted, and not a sound business situation. Common sense comes into play when you realize that this area has changed, and the zoning no longer fits the neighborhood.

That's exactly why the Vet Clinic is moving from where they are now located. According to one of the owners who spoke at the Devlopment Meeting sponsored by Mike Masters on last Thursday evening. They presently own a Mobile Clinic as well as Boarding location in their home in Southlake, TX. Neighbors there are not happy. And, when asked about why they wouldn't find a new location in Southlake, the Mobile Vet Clinic owner said that they **would prefer** that, but property would be more expensive. Excuse me, but does that mean Colleyville is "on the other side of the tracks?" And, when asked about the number of dogs housed in their present location, the Office Manager willingly added that one time she had taken **12 dogs'** home with her because their Southlake facility was just too crowded. Does that break a Southlake law by any chance. **What are we dealing with?**

This deal does not make common sense. I have continued to repeat those words. Look at the neighborhood and all the homes of people who pay enormous property taxes plus spend their hard-earned money here in Colleyville. Please do **not** approve ZC24-012. Please do **not** approve ZC24-013.

Sue Drautz

From: [redacted]
To: Citizen Letters
Subject: 1721 John McCain
Date: Monday, September 9, 2024 1:06:09 PM

I represent the ownership of 1701 John McCain Rd in Colleyville.

We continue to be opposed to Case ZC24-013 Consideration of a Special Use Permit to allow for Dog Boarding & Dog Grooming on Lot 2, Block1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-013.

Upon discussion about usage for the mobile vet clinic that would not be permitted for onsite kenneling of pets overnight, we are not in opposition of ZC24-012 – Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012.

Thank you for your consideration,

Jenn Janicki
Clinical Mastery Series

9/9/2024

To: Members of the Colleyville City Planning and Zoning Commission

Subject: Misrepresentations cited at the September 5 meeting between residents of the Villas at Caldwell's Creek, the Cascades, and the principals who requested the Special Use Permit to build a veterinary clinic and dog kennel at 1721 John McCain Road.

As concerned residents of the Villas at Caldwell's Creek, we would like to address the misrepresentations made during the meeting held on September 5.

Misrepresentation #1
At the meeting, one of the principal owners/veterinarians cited an example of a kennel on Brumlow in Southlake, implying that it successfully coexists with a residential development. However, it is essential to clarify that the kennel predated the residential development, making the comparison irrelevant to the SUP request for 1721 John McCain Road. This historical context undermines the relevance of their example and raises concerns about the implications of allowing a new veterinary clinic and kennel adjacent to our community. Additionally, a Villas resident added that Colleyville and Southlake have nineteen combination veterinary clinics and/or dog boarding facilities. Only one is adjacent to a residential community, which is the Brumlow kennel referenced above.
This calls into question the trustworthiness and integrity of future representations from the clinic owners. Despite the inaccuracy being pointed out, the principals did not address or clarify their statement.

Misrepresentation #2
During the discussion, a resident of the Villas expressed concern about the handling and disposal of hazardous biological animal waste at veterinary clinics. They were worried about the potential for contamination and infection by pathogens due to accidental exposure to infected animal blood. The resident noted that despite being regulated by state and federal agencies, veterinary clinics are rarely audited on-site for compliance, essentially being self-regulating in terms of their operations. They also highlighted that published information about any accidents involving bio-hazard animal waste could impact the community's quality-of-life and home values. A potential homebuyer's perception of a possible health risk in the area becomes their reality. The owner/veterinarian of the clinic denied the claim regarding on-site audits, stating that the Texas Board of Veterinary Medical Examiners conducts audits. However, a Villas resident corrected the owner, explaining that the Texas Board of Veterinary Medical Examiners only audits the clinic's compliance with licensing, standards of care, and ethical practices and does not regulate operational practices such as those published by OSHA. The owner did not respond, acknowledge, or refute this correction. Once again, we highlight and question the trust and integrity of future representations from this clinic owner.

Misrepresentation #3
A third misrepresentation occurred when the business partner and spouse of the owner/veterinarian commented on the possibility of employee contamination with

pathogens from the blood of a diseased animal, dismissing any risk by saying, "There is no risk of that happening." It was said three times with emphatic emphasis. (See the page six addendum to this letter for the Villas' residents' response.)

The following information is relevant to the residents' contentions regarding potential health risks.

The following information is the result of an AI POE internet search. When citations were requested for the declarations, the service provided this response:

> Poe: "I can't provide direct citations or access external databases for specific legal cases or news events."

1. Philadelphia Vet/clinic (Pennsylvania):
    a. In 2016, the Philadelphia Vet/clinic faced criticism and potential legal action from environmental groups over its waste management practices.
    b. Concerns were raised about the vet/clinic's handling and disposal of animal waste, with allegations that it was contributing to water pollution in the Schuylkill River.

2. Bronx Vet/clinic (New York):
    a. In 2020, the Bronx Vet/clinic was sued by environmental groups for allegedly failing to properly dispose of animal waste and other hazardous materials.
    b. The lawsuit claimed that the vet/clinic's waste management practices led to the contamination of local waterways and posed health risks to nearby communities.
    c. The case is still ongoing, with the vet/clinic denying the allegations and asserting that it complies with all relevant environmental regulations.

3. Columbus Vet/clinic (Ohio):
    a. In 2019, the Columbus Vet/clinic was cited by the local air pollution control authority for exceeding permitted limits on the release of volatile organic compounds (VOCs).
    b. The violation was related to the use of animal anesthetics and other chemicals at the vet/clinic's animal hospital and veterinary facilities.
    c. The vet/clinic reached a settlement with the regulatory agency, agreeing to implement additional pollution control measures and pay a fine.

Following is a look at what a vet clinic requires in handling and disposing of biohazardous waste and the instruments used in the surgical process, and some insight into what the business principal contends as: "There is no risk...".

The basic definition of biohazard or hazardous waste is anything that can potentially cause harm, infection, or contamination of a dangerous agent to humans.

1. Biohazard waste types include:
    a. Anatomical Waste: From surgical specimens to body parts
        i. This includes specimens or tissues removed during autopsy or surgical procedures that are also suspected of contamination by any infectious agent that may pose a danger to human health. This category is often also referred to as pathological waste or biological waste.
        ii. Examples of anatomical waste (or pathological waste/biological waste) include:
            a. Body parts, organs, and tissues (skin, muscle, and so forth).
    b. Animal Waste: Managing carcasses, tissues, and fluids
        i. This includes animal tissues, any animal body, or bodily fluids that, like anatomical waste, can potentially contain infectious agents that may pose a risk to humans.
    c. Laboratory Waste: Dealing with infectious microorganisms
        i. Laboratory waste is defined as specimen cultures, bacteria, parasites, viruses, or other microorganisms that increase the risk of contamination, morbidity, or mortality.
    d. Infectious Waste: Blood-related waste and excreta
        i. This is any type of waste that contains human or animal blood, fluids from blood products or components, or objects used in the treatment of animals or humans that may be contaminated with infectious materials. Examples include: Swabs, animal or human tissue waste, and excreta.
    e. Sharps Waste: Needles, scalpels, and more
        i. Sharps waste doesn't just refer to needles, but scalpels, knives, infusion sets, razor blades, broken glass, and syringes—anything with a sharp edge that has the potential to puncture skin and become contaminated with biological material.
    f. Solid Waste: Contaminated bandages and dressings
        i. Solid wastes can include examples such as bandages and dressings—contaminated waste that has come into contact with blood or other body fluids. This can also include casts contaminated with sweat or fluids such as blood.
2. Liquid Waste vs Solid Biohazardous Waste
    a. Biohazardous waste is also divided into two primary categories: solid and liquid biohazardous waste.
        i. The difference between liquid waste and solid biohazardous waste is thus defined: liquid waste comprises any type of liquid drained or generated from an infected area of the body (animal or human), including cell culture media, supernatant, blood and other bodily fluids.
3. Federal guidelines and state regulations
    a. The Centers for Disease Control and Prevention (CDC) provides basic information regarding federal guidelines for segregation, collection, and disposal procedures for regulated medical waste - in addition to resources

for state regulations. However, all states must follow federal guidelines regarding transportation and disposal.

4. The Challenge of Sharps in Biohazardous Waste
    a. Why sharps are considered biohazardous
        i. As sharps can fit under the description of potentially causing harm to humans, especially regarding contaminants and exposure to body fluids, animal or human blood, and pathogens.
    b. Proper disposal in sharps containers
        i. Sharps of any kind should be properly disposed of in a sharps container placed in convenient and adequate locations to reduce needlestick injury. Any metal sharps waste should not ever be placed in a regular trash can or dumpster. [1]

[1] https://www.danielshealth.com/knowledge-center/examples-biohazardous-waste-0#1

Other issues relative to the placement of dog kennels near residential neighborhoods:

CODE OF ORDINANCES CITY OF COLLEYVILLE, TEXAS

Sec. 42-27. – Acts declared nuisances.

The following acts or conditions are specifically declared to be nuisances.

(1) Keeping of animals under certain conditions.
    c. Dog kennels within 300 feet of residences. Allowing more than four dogs to be housed, kept, raised, or boarded at one time within 300 feet of any residence other than the residence of the owner of the dogs, is hereby declared to be a nuisance.

(13) Noise nuisances
    c. The following acts, among others, are declared to be nuisances, but such enumerations shall not be deemed to be exclusive:
        9. Near schools and hospitals. The creation of any excessive noise on any street adjacent to any school or institution of learning while such school or institution of learning is in session, or adjacent to any hospital, which unreasonably interferes with the working of such institutions, provided conspicuous signs are displayed in such manner indicating that the street is a school or hospital street.

Note: The property at 1701 John McCain is directly adjacent to 1721 and is a private school (Dental).

The following citation was taken from the following:
https://www.mymotherlode.com/community/blogs/dog-kennel-impacts-on-property-values

"The day after the board approved allowing a dog kennel in a residential zone, a house down the street fell out of escrow with an offer reduction of $180K directly due to the FOAC conditional use permit (CUP) approval."

Thank you for your consideration and continued support of the residents of Colleyville.

Sincerely,

Paul Aksamit

Kathy Kilroy

Kayla Kilroy

Eugene Brantz

Ann Martens

Addendum to the letter of 9/9/2024 - Re: Misrepresentations cited at the September 5 meeting between residents of the Villas at Caldwell's Creek, the Cascades, and the principals who requested the Special Use Permit to build a veterinary clinic and dog kennel at 1721 John McCain Road

In response to the veterinary clinic principal's claim of "no risk" in handling biohazardous animal waste, we are providing the following information provided by Al Poe regarding the most common health risks linked to biohazardous waste in veterinary settings:

1. Infections

Pathogen Exposure: Improper handling and disposal of waste can expose staff and the public to infectious agents, such as bacteria (e.g., Salmonella, E. coli), viruses (e.g., parvovirus), and fungi that can cause illnesses.

2. Needlestick Injuries

Sharps Injuries: Accidental injuries from improperly disposed sharps (needles, scalpels) can lead to serious infections, including bloodborne pathogens like HIV, hepatitis B, and hepatitis C.

3. Allergic Reactions

Chemical Exposure: Exposure to chemicals in veterinary waste can cause allergic reactions or respiratory issues, particularly in individuals with sensitivities.

4. Zoonotic Diseases

Diseases Transmitted from Animals to Humans: Certain pathogens in animal waste can cause zoonotic diseases, leading to illness in humans if proper precautions are not taken.

5. Environmental Contamination

Water and Soil Pollution: Improper disposal can lead to contamination of local waterways and soil, potentially resulting in long-term health risks for the community, such as exposure to contaminated drinking water.

6. Psychological Stress

Workplace Stress: Staff working in environments with poor waste management practices may experience increased stress and anxiety related to health risks and safety concerns.

7. Increased Pest Activity

Attraction of Vermin: Biohazardous waste can attract pests, such as rodents and insects, which can carry diseases and further complicate health risks in the area.

From: Pam Rawlings
To: Citizen Letters
Subject: ZC24-012 & ZC24-013 (1721 john McCain)
Date: Saturday, September 7, 2024 3:08:19 PM

The developer, Mike Masters, has been very nice and understanding for all our concerns, and I appreciate him asking for SUP ZC24-013, for Boarding and Grooming, be dropped for consideration. I am and will always remain in objection of Boarding.

I have no issues at all with ZC24-012, SUP for Vet Clinic.

Mike Meyers and I have exchanged emails over the past few days, and I appreciate him acting upon my and the neighborhoods concerns regarding Boarding.

I look forward to welcoming Vet Clinic to our neighborhood and Mr. Masters developing this land.

Please note your records accordingly.

Pam Rawlings & Gene Lilley
1717 Heathermore
Colleyville

Sent from my iPad

From: [redacted]
To: Citizen Letters
Subject: 1721 John McCain
Date: Monday, September 9, 2024 1:06:09 PM

I represent the ownership of 1701 John McCain Rd in Colleyville.

We continue to be opposed to Case ZC24-013 Consideration of a Special Use Permit to allow for Dog Boarding & Dog Grooming on Lot 2, Block1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-013.

Upon discussion about usage for the mobile vet clinic that would not be permitted for onsite kenneling of pets overnight, we are not in opposition of ZC24-012 – Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012.

Thank you for your consideration,

Jenn Janicki
Clinical Mastery Series

COLLEYVILLE TECH CENTER LLC

1721 John McCain Road
Colleyville, TX 76034
817-988-1430

September 24, 2024

Nel's Dream LLC
Business Owners
1809 John McCain Road
Colleyville TX, 76034

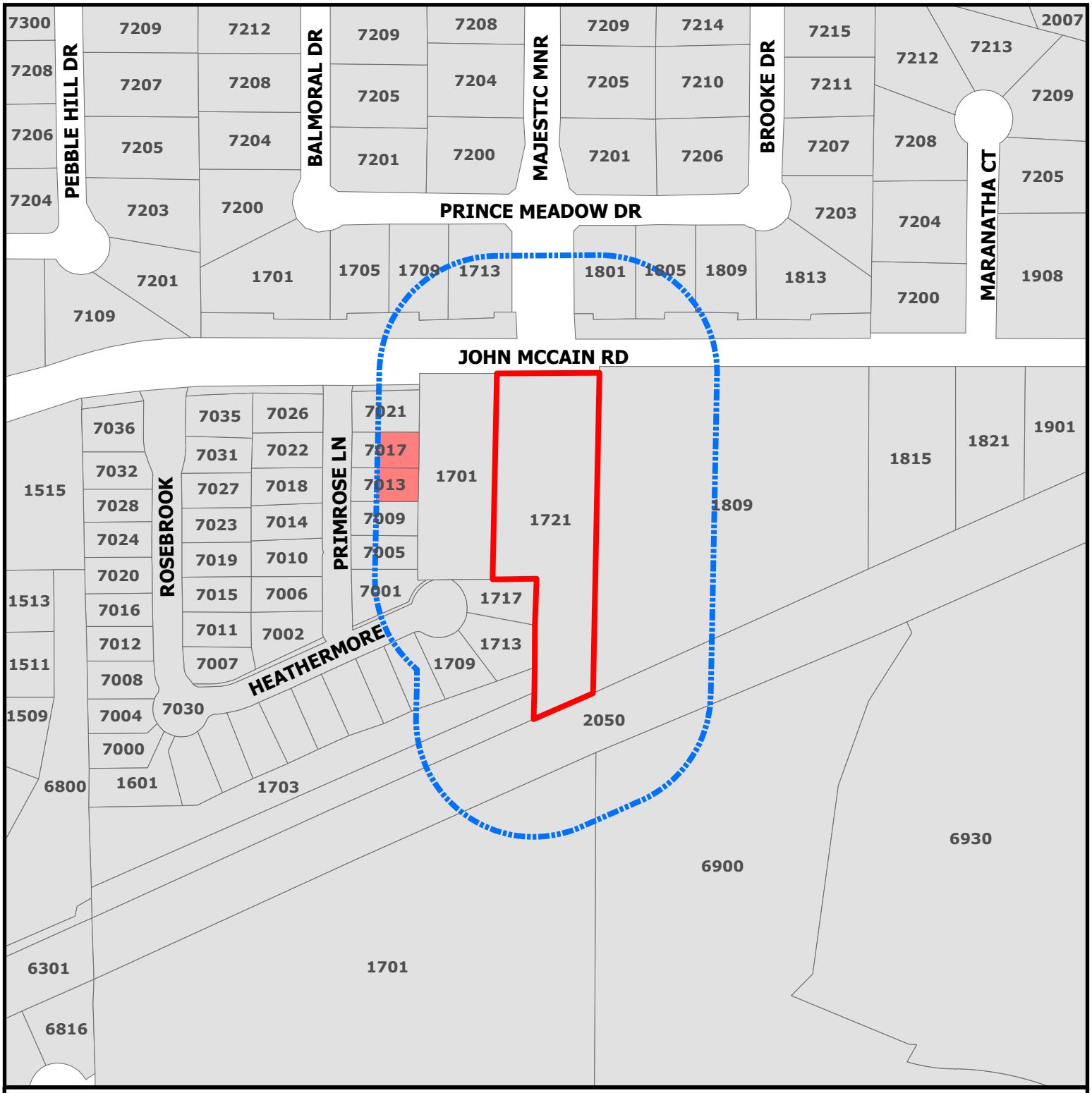
RE: Special Use Permit Application Withdrawal

This is to confirm that Nel's Dream LLC has agreed to drop their opposition to: *Consideration of a Special Use Permit to allow for a Veterinarian Clinic on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-012* In exchange for Colleyville Tech Center LLC dropping its application for: Consideration of a Special Use Permit to allow for Dog Boarding & Dog Grooming on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-013 which has already occurred on September 9th, 2024. In addition, Colleyville Tech Center LLC hereby agrees that it has not and will not apply for this Consideration of a Special Use Permit to allow for Dog Boarding & Dog Grooming in the future anywhere on this development.

Mike Masters
Colleyville Tech Center LLC
Managing Partner

Neal Nelson
Nel's Dream
Co-Owner

Opposition Map



CITY OF COLLEYVILLE TEXAS

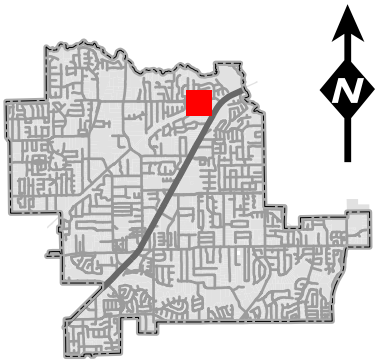
ZC24-012

1721 John McCain Rd

Subject Property

Opposing

Buffer_Protest



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.

List of Opposing Properties

Address	Owner's Name	Percentage
7017 PRIMROSE LN	WINTERBERG, FERRIS	1.03%
7013 PRIMROSE LN	WHITE, HOWARD R	0.97%
1809 PRINCE MEADOW DR	BAUM, JASON	0.01%

Address Count : 3 **Total Percentage:** 2.01%

Date : 9/24/2024 3:52 PM

ORDINANCE O-24-2299

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.10 ACRES, BEING LOT 2, BLOCK 1, CHANDLER ADDITION, LOCATED AT 1721 JOHN MCCAIN ROAD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A VETERINARY CLINIC; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a Veterinary Clinic Case No. ZC24-012; 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 a Veterinary Clinic on 1.10 acres, being Lot 2, Block 1, of the Chandler Addition, located at 1721 John McCain Road, 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 Veterinary Clinic business only in proposed Building #1, to operate as a pet surgery center and a garage for a mobile vet clinic. *{added after the Planning & Zoning Commission meeting}*

b. The entire business located within Building #1 must be a soundproofed building. Noise and odors created by activities within the building shall not be discernible beyond the property line.

c. Building #1 transportation is only allowed by the business and there shall be no drop off or pick up by the client. *{Planning & Zoning Commission recommendation}*

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 2nd day of October 2024.

The second reading and public hearing being conducted on the 15th day of October 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF OCTOBER 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

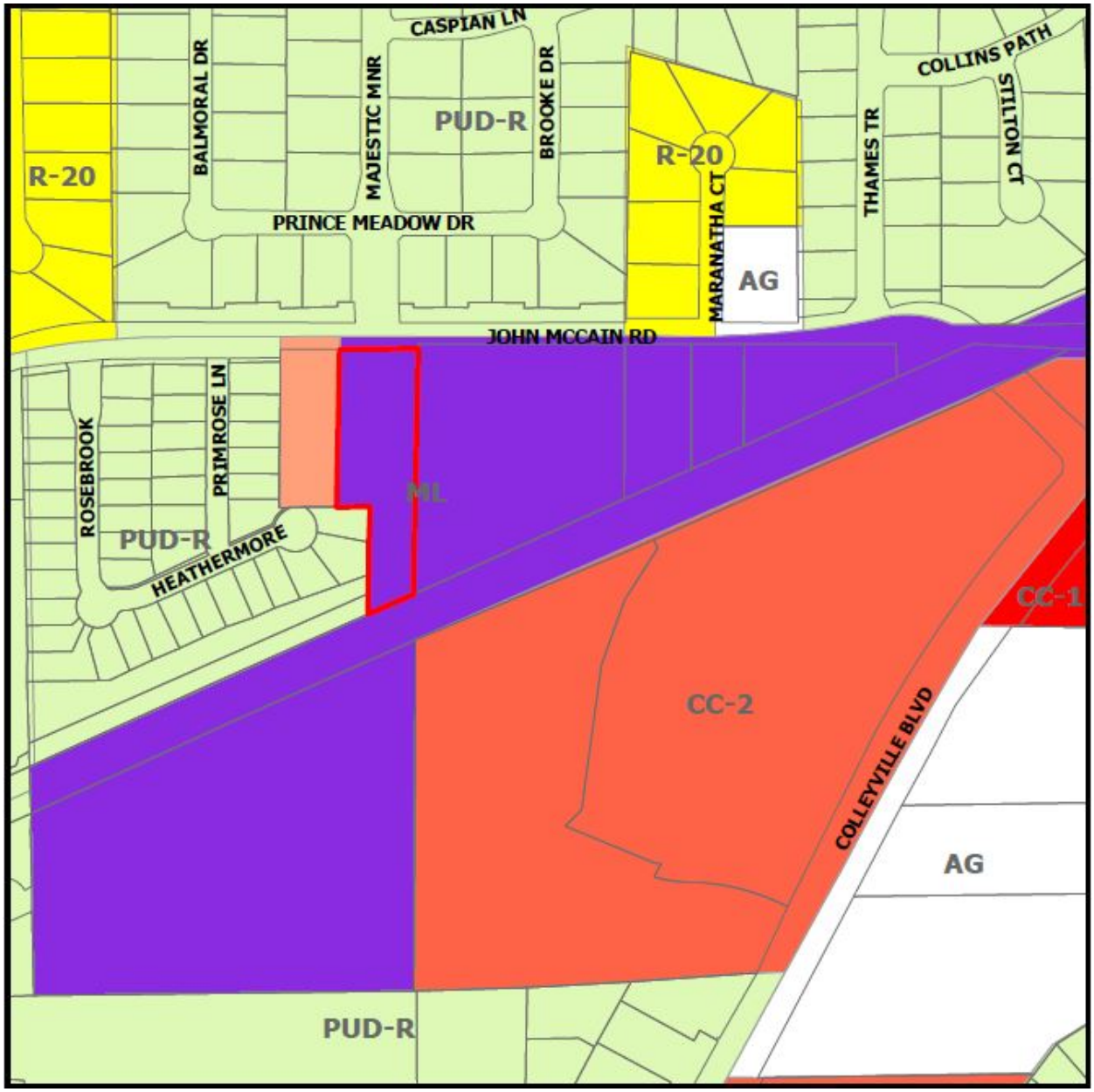
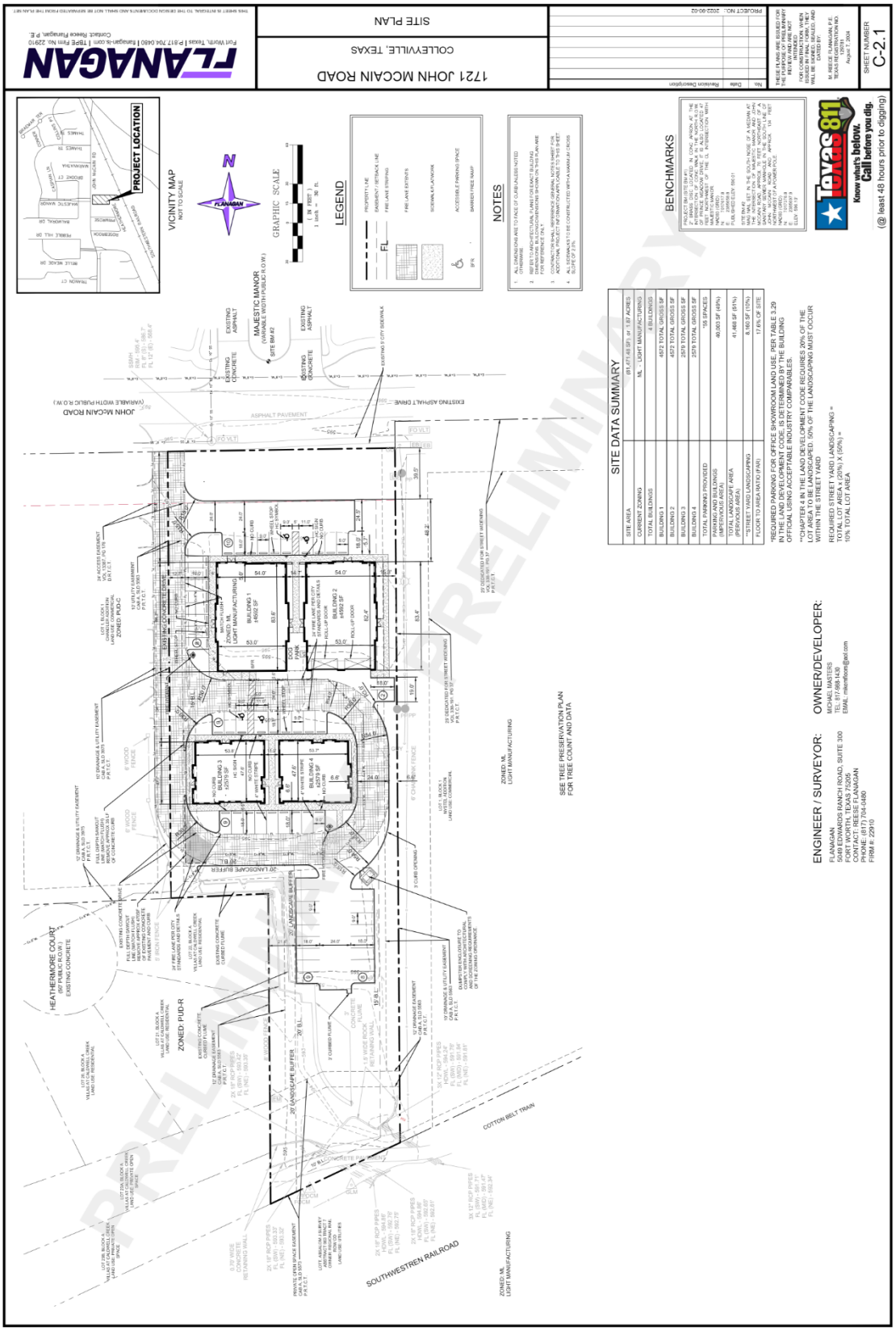
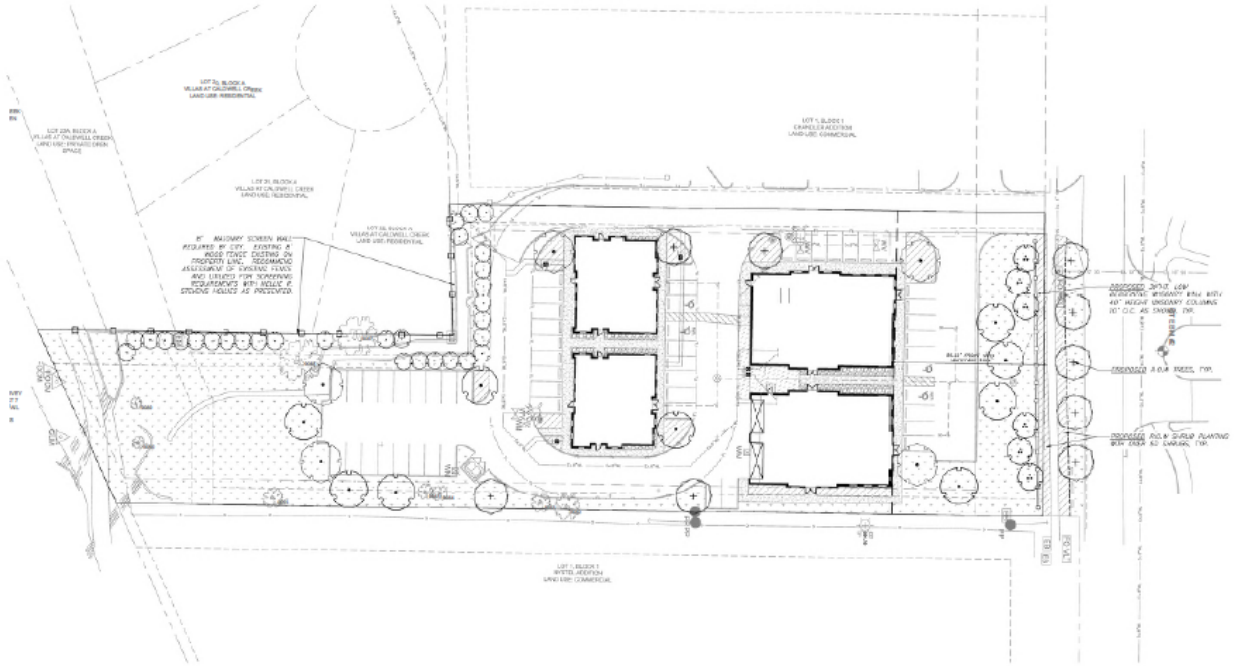
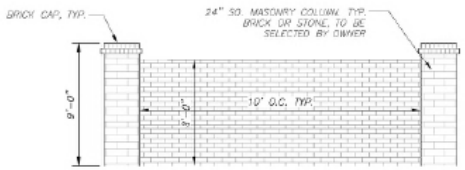


Exhibit "B" – Site Plan Exhibits







8' MASONRY SCREEN WALL DETAIL

PLANT SCHEDULE

LARGE TREES	CODE	QTY	COMMON / BOTANICAL NAME	CAL.	CONTAINER	HEIGHT	SPREAD
	QS	9	LIVE OAK QUERCUS VIRGINIANA NURSERY GROWN	3" CAL.	B&B OR CONTAINER	11'-12' HT.	MIN. 8' SPREAD
	SB	9	CHINESE PISTACHE PISTACIA CHINENSIS NURSERY GROWN	3" CAL.	B&B OR CONTAINER	11'-12' HT.	MIN. 8' SPREAD
	CE	5	CEDAR ELM ULMUS CRASSIFOLIA NURSERY GROWN	3" CAL.	B&B OR CONTAINER	11'-12' HT.	MIN. 8' SPREAD
ORNAMENTAL TREES	CODE		COMMON / BOTANICAL NAME	CAL.	CONTAINER	HEIGHT	SPREAD
	CT	5	CHASTE TREE – VITEX (Refinedor Plant) VITEX AGNUS-CASTUS MULTI-TRUNK	3" CAL.	B&B OR CONTAINER	6'-8' HT.	MIN. 6' SPREAD
SHRUBS	CODE		COMMON / BOTANICAL NAME	CONTAINER			
	NR	39	NELLIE R. STEVENS HOLLY ILEX X NELLIE R. STEVENS	5-7 GAL		5' MIN.	5' MIN.
	SA	63+/-	SHRUB SEED PLANTING AREA	5 GAL.		18"-24" HT	18"-24" SPREAD
GROUND COVERS	CODE		COMMON / BOTANICAL NAME	CONTAINER			
	SL		SOD–LAWN, PET TURF WITH AMO-MICROBIAL INFILL				
	RR		4"-6" ARIZONA COBBLE LARGE – 4" DEPTH MINIMUM RIVER-O-STONE – 817.429.0532 OR APPROVED EQUAL				
	GB		COMMON BERMUDA GRASS – SOLID SOD OR HYDRO-MULCH CYNODON DACTYLON				
	SE		5" EDGE STEEL EDGING – BLACK IN COLOR				

CITY OF COLLEYVILLE – LANDSCAPE REQUIREMENTS

	DATA OR REQUIREMENT	REQUIRED	PROVIDED
PROPOSED USE	OFFICE PARK		
CURRENT ZONING	M. – LIGHT MANUFACTURING		
SITE AREA	1.87 ACRES (81,471 SF)		
BUILDING	(4) BUILDING @ 14,352 SF GROSS		
TOTAL LANDSCAPE AREA	25% OF THE TOTAL LAND AREA	81,471SF x 25% = 20,294 SF	41,468 SF (51%)
FRONT YARD AREA	50% OF REQUIRED AREA IN FRONT YARD	10,234 SF X 50% = 5,147 SF	8,199 SF (79%)
STREET YARD SHRUBS	(1) 30" SHRUB PER 5 LF OF STREET FRONTAGE	165' LF / 5 = 33 SHRUBS	36+ SHRUBS
STREET YARD TREES	(1) STREET TREE PER 50 LF OF STREET FRONTAGE	165 LF / 50 = 4 TREES	5 TREES
PARKING LOT LANDSCAPE	(1) TREE LANDSCAPE ISLAND FOR 10 PARKING SPACES IN 10 ROWS WITHIN 50 FEET OF EACH PARKING SPACE	33 PARKING SPACES / 10 = 3 ISLANDS OF EACH PARKING STALL LOCATED WITHIN 50 FEET OF A TREE	10 (5 ISLANDS)
RESIDENTIAL SCREENING – SOUTH PROPERTY LINE	20' WIDE GREEN BELT WITH A LINE SCREENING OF EVERGREEN SHRUBS PLANTED 6' O.C.	20' WIDE GREEN BELT WITH A LINE SCREENING OF EVERGREEN SHRUBS PLANTED 6' O.C.	20' BUFFER + 36 EVERGREEN SHRUBS

N

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

DEVELOPER
MICHAEL MASTERS
PHONE: 817.988.7430
EMAIL: MIKEMPLCOMS@AOL.COM

CASE# XX–XX

No.	Date	Revision Description

PROJECT #:24-0143

SUP LANDSCAPE PLAN

OFFICE PARK
1721 JOHN McCAIN ROAD
COLLEYVILLE, TEXAS

PRELIMINARY
FOR REVIEW ONLY
These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:
Michael G. Mann
L.A.#2836
8/2/2024

TEMPUS LAND SOLUTIONS
EST. 2021

TEMPUS LAND SOLUTIONS, LLC
DFW AND GREATER TEXAS
817.223.8489
michael@tempus-ls.com

SHEET NO.
LS - 1.1

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 6b **Agenda Date** 10/15/2024 **Number** Ordinance O-24-2300
Type Ordinance
Department Community Development

Title
Consideration of comprehensive amendments to Chapter 5, Urban Forestry, of the Land Development Code, Case GC24-010

Explanation
Second Reading and Public Hearing

Staff presented the proposed amendments to Chapter 5. No one came forward to speak during the public hearing.

First Reading and Public Hearing

City Council has directed staff to prepare changes to the Land Development Code specific to Chapter 5, Urban Forestry. Included in the changes are amendments to the regulations pertaining to homestead exemptions and heritage tree designations.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendments at their September 9, 2024 meeting by a vote of 6-0.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Draft LDC Regulations
2. Ordinance O-24-2300

Chapter 5
Urban Forestry

Final Draft 7/24/24
Amended Ordinance

Section 5.1 Purpose of This Chapter

The purpose of this chapter is to promote, conserve, and enhance the City's Urban Forest by:

- Discourag~~e~~ing clear-cutting tree removal within the City of Colleyville
- Recognizing the historical and cultural importance of the Eastern Cross Timbers and its impact on Colleyville
- Recognizing the environmental, economic, social, and aesthetic benefits of trees
- Encouraging and facilitating site planning and design which preserves trees and natural areas
- Preserv~~e~~ing and ~~P~~protecting trees during construction
- Limiting the removal of trees
- Providing for the establishment of a diversity of native and adapted trees.

It is the further intent of this chapter to:

- Compliment *Destination Colleyville*, the City of Colleyville Comprehensive Master Plan
- Compliment The City of Colleyville Parks Master Plan
- Maintain and enhance Colleyville's identity as a Tree City USA.

Section 5.2 Authorization for Adoption of This Chapter

The regulations contained in this chapter have been adopted under the authority of *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality. This chapter is also adopted under the authority of *the Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 5.3 Variances and Appeals

Except where provided in this chapter, any person seeking approval of a development as required by this Land Development Code may request a variance from a requirement contained in this chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 5.4 Definitions

Definitions applicable to this chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Diameter at Breast Height (DBH) - standard form of ~~measurement which~~ measurement that measures a tree's diameter at a height of 4.5 feet above ground level.

Homestead Property – any ~~residentially zoned~~ property that is used exclusively as a dwelling by the property owner for no less than 6 months. Property owner may include immediate relatives not paying rent.

Non-Homestead Property – any non-homestead property or property proposed for development, redevelopment or expansion of existing structure by more than 50% of square footage.

Protected Tree – ~~any tree with a 10" or greater DBH on homestead property or~~ any tree with a 6" or greater DBH on non-homestead property within the City of Colleyville.

Heritage Tree – trees of exceptional size or species as identified in Exhibit ~~—~~"A" attached to this Chapter.

Section 5.5 Tree Removal and Damage

No person directly or indirectly shall cut down, destroy, remove, move, damage, or effectively destroy through damaging the roots, trunk or canopy, any tree without first obtaining the required approvals or permits as outlined in this chapter, unless otherwise exempted by the provisions of this chapter.

Section 5.6 Applicability & Exemptions

A. Prior to the following activities, review and approval of that activity's compliance with this chapter (Urban Forestry Review) shall be completed by the Administrative Official unless subject to the exemptions in Paragraph B:
   1. Removal, damage, or adverse impact of any Protected Tree.
   2. Construction or expansion of structures for which a building permit is required.
   3. Demolition of structures.
   4. Clearing, grading, excavation, filling, or paving on any site or property that has existing Protected Trees.
   5. Subdivision of land into lots by Preliminary Plat, Final Plat, Minor Plat, or Replat.
   6. Required site and landscape plan submittals for commercial or institutional uses as well as any site plans for a PUD, SUP, or other Zoning Case.

B. Exemptions to Urban Forestry Review:
   1. Authorized City employees or contractors and authorized Franchise Utility employees or contractors may, in the course of official business, remove, damage, or adversely impact Protected Trees or portions thereof which exist in a dedicated public street right-of-way or a public utility easement which the City or Franchise Utility has an interest in. The removal, damage, or adverse impact shall be limited to the extent reasonably necessary to install, maintain, or replace utilities or infrastructure. If a Tree Preservation Plan is approved showing to preserve trees in public utility easement or street right-of-way dedicated for new or expanding streets, then those trees shall be preserved and protected per the approved plans. The City of Colleyville is exempt from any and all provisions of this Ordinance for property owned, leased or managed by the City. ~~Ordinance O-98-1130 shall govern management and control of all trees within City street right-of-ways, City public parks, and City owned facilities.~~
   ~~1.~~
   2. Any ~~of the above~~ activity ~~ies may be done~~undertaken on residentially zoned homestead property, or homestead AG-zoned property less than 5 acres, resulting in the removal of a tree ~~less than 10" DBH or~~ excluding any tree preservation easement depicted on plat. Trees within "tree preservation easements" shall be subject to regulation terms regardless of homestead status.

      ~~without Urban Forestry Review on properties with an active single-family use that are zoned RE, R-40, R-30, R-20, & R-15 (add PUD-R? AG?) and where a habitable single-family home exists and is occupied as the primary residence of the landowner.~~ State law allows for the removal of any tree less than 10" DBH on property deemed "homestead" at the time of removal. This does not preclude

the requirement to provide a permit application documenting trees greater than 6" DBH.

~~2.~~

~~f the landowner owns contiguous individual lots or tracts, the sum of all land shall be used to determine the size restriction of this exemption.~~

3. All landscape nurserymen shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the nursery premises which are planted and grown for the sale or intended sale to the general public.

Section 5.7 Tree Preservation and Canopy Cover

~~Non-Homestead~~Non exempt property, including ~~All~~ new development~~ and~~ , redevelopment, ~~to include~~ and residential or commercial structure additions beyond 50% of existing square footage, shall provide a minimum site tree canopy coverage per this Section through preservation of existing trees on the same site and establishment of new trees on the same site.

A. Calculation of Tree Canopy:
   1. The canopy area for each existing Protected Tree shall be assumed as a circle having a radius in feet equal to the DBH (Diameter at Breast Height) in inches of that tree. Example: A 10 inch DBH tree would have a canopy diameter of 20 feet and a canopy area of 314 square feet.
   2. *Protected Tree*. A Protected Tree is defined as a woody perennial plant which has attained a DBH of six (6) inches or more~~ and has an overall height of at least fifteen (15) feet~~. Mesquite (*Prosopis glandulosa*), Hackberry/Sugarberry (*Celtis laevigata*), Chinese Tallow (*Triadica sebifera*), Hercules' Club (*Zanthoxylum clava-herculis*), Honeylocust (*Gleditsia triacanthos*), Osage Orange (*Maclura pomifera*), Callery Pear (*Pyrus calleryana*), Chinaberry (*Melia azedarach*), Eastern Cottonwood (*Populus deltoides*)~~ less than 18 inches DBH~~, and Eastern Redcedar (*Juniperus virginiana*) ~~less than 13 inches DBH~~ are excluded from this category and are considered Non-Protected Trees. Any Non-Protected tree used as a replacement (mitigation) tree or as a required tree on a commercial landscape plan shall require replacement (if removed) with a tree or trees that meet the caliper or canopy requirements for that lot, land use, or district.
   3. The canopy area for each new tree shall be credited based on the categories of large, medium, and small canopy trees: Large – 2,000 sq. ft.; Medium – 1,000 sq. ft.; Small – 100 sq. ft. The Administrative Official shall develop, update, and maintain on file a list of tree species and their associated size category and canopy credit.

B. Non-single-family residential uses:
   1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Commercial Building Envelope (building footprint plus a five (5) foot buffer) shall be required.
   2. In addition to the minimum tree preservation as required in #1, provision of a minimum of 50% site tree canopy coverage on the lot outside the Commercial Building Envelope (building footprint plus a five (5) foot buffer) shall be required. This is accomplished through the preservation of existing trees and/or the supplemental planting of new trees per the tree planting credit in Paragraph 'A' above. See appendix 'A' for examples.

C. Development or redevelopment of single-family residential uses on individual lots or tracts:
   1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Residential Building Envelope (building footprint plus a ten (10) foot buffer) shall be required.
   2. In addition to the minimum tree preservation as required in #1, provision of a minimum of 50% site tree canopy coverage on the lot outside the Residential

Building Envelope (building footprint plus a ten (10) foot buffer) shall be required. This is accomplished through preservation of existing trees and/or the supplemental planting of new trees per the tree planting credit in Paragraph 'A' above. See appendix "A" for examples.

D. Additions and expansions to existing single-family residential uses on individual lots or tracts:
   1. When an addition or expansion to the footprint of a single-family residence equals 50% or more of the existing footprint, the regulations per Paragraph 'C' above shall apply.

E. Development of new single-family residential subdivisions:
   1. Preservation of a minimum of 50% of the Protected Tree Canopy on the entire subdivision shall be required. The calculation shall include Protected trees located in newly dedicated streets (public or private), public water, sanitary sewer, gas, electric, telecommunication, drainage and general utility easements. The calculation shall exclude trees located in existing public utility easements containing existing in-service water, sanitary sewer, gas, electric, or telecommunication installations as well as additional public street right-of-way dedicated adjacent to an existing public or private street. The purpose of not excluding trees in new streets and easements is to promote subdivision design and layout that prioritize preservation of trees.
   2. Within the required primary building setback areas (non-buildable areas for primary structure), a minimum of 75% of the Protected Tree Canopy shall be preserved. This is a separate calculation from that in Paragraph E.1.
   3. Once the subdivision is constructed, all improvements are accepted by the City, the Administrative Official has inspected and verified compliance with required tree preservation, and Community Development has issued a letter of acceptance allowing submittal of new single-family building permits, then the preservation requirements of Paragraph C shall apply and each lot will be reviewed separately for tree preservation and planting based on that lots remaining trees and proposed location of single-family home.

F. Artificial Lots:
   1. When more than 50% of a lot or tract being developed or redeveloped is to remain untouched by tree removal, grading, excavation, filling, paving, or building, then an artificial lot may be delineated around the portion being developed and serve as the basis for calculation of tree canopy preservation and coverage. The delineation should not leave small strips or gaps adjacent to property lines and should generally only leave out one side of a property. Review and pre-approval of delineation for artificial lots shall be required.

G. Dead, Declining, and Hazardous Trees:
   1. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from inclusion in the review of tree preservation and canopy cover calculation.

Section 5.8 Heritage Trees

A. Heritage Trees are those specimens that have attained a significant age and are the heritage of earlier residents of Colleyville or simply pre-date the community. ~~All post oaks and blackjack oaks 15 inches DBH (Diameter at Breast Height) and larger, cottonwood, water oak, green and white ash 35 inches DBH and larger, and all other Protected Tree species 25 inches DBH and~~

~~larger are hereby considered Heritage Trees.~~Heritage tree sizes are on the City's recommended tree list in Exhibit "A" attached to this Chapter.

B. Removal of any Heritage Tree in any location shall require mitigation by one of the following options:

1. Plant trees with a total canopy credit of five (5) times the canopy area of the removed tree. Trees shall be planted on the same property that the Heritage Trees are removed unless an alternative location within the City is approved by the Administrative Official. The tree planting standards of Section 5.10 shall apply.

2. Pay into the City of Colleyville Tree Fund at a rate of $~~1~~1100 ~~(keep at $100?)~~ per DBH inch.

Section 5.9 Tree Protection Standards

The following procedures shall be followed for all construction projects which involve activity that requires Urban Forestry Review, unless an alternative is deemed appropriate by the Administrative Official.

A. Pre-Construction: The ensuing procedures shall be followed prior to construction.

1. All Preserved Trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height.

2. Lumber shall be wrapped vertically around the tree trunk and held in place with wire or any other non-damaging method if a tree is within ten (10) feet of the construction of a building or any other situation determined by the Administrative Official that would pose a physical risk to the tree trunk.

3. In order to prevent damage to low hanging limbs, anything that may be impacted by equipment shall be pruned according to ANSI A300 standards.

4. Each area of tree protection shall require temporary signage that indicates the area is a "Tree Protection Area" and to "Keep Out". A wording standard will be developed, updated, and maintained by the Administrative Official. The wording shall be in English and Spanish and include the appropriate contact phone number with the City to report violations.

B. During Construction: The following procedures shall be followed within the limits of the Critical Root Zone (CRZ) of any Preserved Tree for any activity that is subject to the requirements of this chapter.

1. No placement of materials intended for use in construction or waste materials accumulated due to excavation or demolition.

2. No equipment may be cleaned or other liquids deposited. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.

3. No signs, wires or other attachments, other than those of a protective nature shall be attached to the trees.

4. No vehicular and construction equipment traffic or parking.

5. Underground utilities shall be bored underneath trees' CRZ unless pre-approved by the Administrative Official.

6. Irrigation systems shall be designed to NOT require trenching across the critical root zone of any tree unless otherwise approved by the Administrative Official.

7. No digging, building, paving, or elevation changes.

. Section 5.10Tree Planting Standards

All new trees required to be planted under this chapter shall meet the following standards.

A. Minimum size shall be three (3) inch caliper for large and medium canopy trees and one and one-half (1.5) inches for small canopy trees, measured at six (6) inches above the root flare.
B. Minimum spacing between trees is thirty (30) feet for large, fifteen (15) feet for medium, and eight (8) feet for small trees. Adjacent trees of different sizes shall meet the spacing requirement of the smaller tree.
C. Trees shall be free from severe bark, cambium, or limb damage due to handling and planting.
D. Trees shall be healthy and have minimal branch dieback.
E. Trees shall have a single trunk or stem unless they are a small canopy tree whose ornamental value is attributed to having multiple stems.
F. Trees shall not have co-dominant terminal leaders.
G. Trees shall not be planted with the root collar bellow the soil and mulch shall not be piled up against the trunk.
H. Newly planted trees shall be kept healthy and in good condition for a minimum of thirty-six (36) months, or three (3) years. If a newly planted tree does not survive, it shall be replaced with the same or similar tree type (large, medium, or small tree).
I. Trees shall be selected from the City of Colleyville Preferred Tree Planting List, to be developed, updated, and maintained on file. Trees outside of the list require pre-approval by the Administrative Official.
J. Trees shall not be planted in public utility easements or public street right-of-way without approval of the Administrative Official.

. Section 5.11Permits

A. Tree Removal Permit

1. An application for tree removal permit must be submitted, reviewed for compliance with this chapter, and approved prior to the removal of any tree.

B. For trees that have become an immediate high hazard to persons or property, the hazard can be mitigated to a safe condition prior to permitting, but the tree parts and evidence of the damage should not be removed from the site unless sufficient photo evidence is taken in advance. An after-the-fact tree removal permit will be required within 30 days of the event and no fees or mitigation will be required as long as sufficient evidence of the hazard can be provided. If trees are removed prior to review or approval of a tree removal permit and no evidence can corroborate the hazard then the City may enforce the penalties of this chapter.

C. Fees: All tree removal permits shall be accompanied by a check made payable to the City of Colleyville per the following schedule:

1. A person that owns and has primary residence of a single-family home on a lot or combination of contiguous adjacent lots or tracts that total more than one (1) acre will not be charged a permit fee.

2. All others will require a $50 base fee plus an additional $25 per Protected Tree that is to be removed.

3. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from fees under this Section 5.11(C).

Section 5.12 Plan Submittals

All activity that requires Urban Forestry Review shall have the following plans submitted for review. The Administrative Official shall maintain and keep on file an outline for all specific items required on the following plans as well as any permit applications or additional documents required for review of each activity.

A. Tree Survey: shall include, but is no limited to, an inventory of all Protected Trees on the property, property boundaries, property easements, existing structures and paving, tree trunk location, a unique tree identification number, common name or species, trunk Diameter at Breast Height (DBH), and an outline of the Critical Root Zone (CRZ). If there are no Protected Trees on the property the Administrative Official may waive this submittal.

B. Urban Forestry Plan shall include, but is not limited to: property boundaries and easements; building setbacks; all Protected Trees; identify trees to be removed or preserved; outline the preserved trees' CRZ; show grade changes; show all new improvements such as structures, paving, major utilities; show locations, types, and sizes of new trees.

Section 5.13 Penalties and Violations

A. Civil Penalty: The Administrative Official shall have the authority to impose a civil tree mitigation penalty on any person, firm, or corporation who causes any Protected Tree to be cut down, destroyed, removed, moved, damaged, or effectively destroyed through damaging the roots, trunk or canopy without first obtaining the required approvals or permits as outlined in this chapter. The violator shall choose one, or a combination of, the violation remedy options contained in this section. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed. Where the DBH size of any tree cannot be measured due to that part of the tree being removed from the site or destroyed, the City shall have the authority to estimate the tree's DBH size based on any remaining physical evidence, photos, and documents.

1. Option 1. Tree Planting: The violator shall plant new trees with a canopy credit equal to five (5) times the canopy area of the removed trees. If the tree is a Heritage Tree, then the violator shall plant new trees with a canopy credit equal to ten (10) times the canopy area of the removed tree. All tree plantings shall meet the standards of Section 5.10. Trees shall be planted on the same property that the violation occurred unless an alternative location within the City is approved by the Administrative Official. A tree planting plan and timeline for installation of the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted prior to final inspections. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.

2. Option 2. Tree Fund: The violator shall pay into the City of Colleyville Tree Fund at a rate of $250 per DBH inch of tree removed. If the tree is a Heritage Tree, then the

violator shall pay $500 per DBH inch of tree removed. Payment must be provided no later than 30 days after the Offense. In the event that the fees are not paid within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the fess are paid.

B. Criminal Penalty: In addition to the civil penalties of this chapter, where any person, firm, or corporation violates or fails to comply with any provision or requirement of this chapter, the Administrative Official shall have the authority to issue a citation for a misdemeanor to any and all such persons, firms, or corporations, who upon conviction shall be fined not more than two thousand dollars ($2,000.00) per violation. When the violation involves the cutting down, destruction, removal, or damage to a Protected Tree, each tree shall be considered a separate offense. Additionally, a separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.

Section 5.14 Appeals

Any appeal to the provisions of this chapter and/or any appeal to a decision of the Administrative Official relative to the provisions of this chapter shall be heard by the City Council. ~~(after review and recommendation by the Tree Board?).~~

Section 5.15 Tree Board

The Colleyville City Council shall appoint the Colleyville Tree Board. The Tree Board shall be advisory in nature and include one member from the City Council, Park Board City Staff (arborist) and Colleyville citizenry. Areas of focus for the Tree Board shall include:

1. Develop Five Year Tree Placement Plan
2. Parkway Tree Placement Program Administration
3. Publish Tree Installation and Maintenance Standard

Section 5.16~~6~~ Amendments

Reserved for listing of amendments to this chapter.

Ord. Number	Date	Subject
O-00-1214	04/18/2000	Adoption of Tree Preservation in Land Development Code
O-09-1734	11/04/2009	Amendments to Chapter 5 based on recommendations of consultant
O-14-1933	10/06/2014	Comprehensive amendments including incentives for preserving native tree stands, addition of fees, changes to penalties and other modifications
O-19-2073	01/22/2019	Substantial amendment to the chapter as part of a total LDC review

Exhibit "A"

Large Canopy Trees:		**credit/spacing = 2000 ft²/30 ft**
Common Name	**Species**	**Heritage Requirement (DBH)**

Large Canopy Trees:

credit/spacing = 2000 ft^2/30ft

Common Name	Heritage Requirements
green ash	30 Inches
American elm	30 Inches
cedar elm	25 Inches
lacebark elm	20 Inches
deodar cedar	25 Inches
Eastern cottonwood	30 Inches
'Skyline' thornless honeylocust	20 Inches
Southern magnolia	30 Inches
bur oak	25 Inches
chinquapin oak	25 Inches
live oak	25 Inches
post oak	20 Inches
Shumard oak	25 Inches
Texas red oak	25 Inches
pecan	*20 Inches*
London planetree	25 Inches
Mexican sycamore	25 Inches
American sycamore	25 Inches
black walnut	25 Inches

Medium Canopy Trees:

credit/spacing =1000 ft^2/15ft

Common Name	Heritage Requirements
Texas ash	15 Inches
Kentucky coffeetree	15 Inches
pond cypress	15 Inches
bald cypress	20 Inches
Montezuma cypress	20 Inches
ginkgo	15 Inches
bigtooth maple	15 Inches
Caddo maple	*15 Inches*
chalk maple	15 Inches
'Jeffersred' Freeman's maple	15 Inches
Shantung maple	*15 Inches*
common persimmon	20 Inches
golden raintree	*15 Inches*
Eastern redcedar	30 Inches
Texas walnut	25 Inches
'Bracken's Brown Beauty' Southern magnolia	20 Inches
'Bracken's Claudia Wannamaker' magnolia	20 Inches
'DD Blanchard' Southern magnolia	*20 Inches*
blackjack oak	20 Inches
Monterrey oak	20 Inches
'Aristocrat' Callery pear	15 Inches
'Autumn Blaze' Callery pear	15 Inches
'Chanticleer' Callery pear	15 Inches
Eldarica (Afghan) pine	25 Inches

Green Ash	Fraxinus pennsylvanica	25 Inches

Italian stone pine	*20 Inches*
Chinese pistache	20 Inches
Lacey oak	20 Inches
Western soapberry	15 Inches

Small Canopy Trees:

credit/spacing =100 ft^2/8ft

Common Name	Heritage Requirements
fragrant ash	10 Inches
rusty blackhaw	15 Inches
common button-bush	15 Inches
Mexican buckeye	10 Inches
Carolina buckthorn	10 Inches
vitex, Chase tree	20 Inches
rough-leaf dogwood	*20 Inches*
possumhaw (deciduous holly)	10 Inches
'Savannah' holly	10 Inches
yaupon holly	*15 Inches*
ash juniper	20 Inches
'Torulosa' juniper	15 Inches
Texas mountian laurel	*15 Inches*
'Little Gem' Southern magnolia	15 Inches
Japanese maple	15 Inches
crape myrtle	20 Inches
Eve's necklace	20 Inches
Bigelow oak (white shin oak)	25 Inches
Texas persimmon	20 Inches
Mexican plum	20 Inches
eastern redbud (inlc. Texas & Mexican varieties)	20 Inches
American smoke tree	15 Inches
prairie sumac, flameleaf sumac	15 Inches
desert willow	20 Inches

American elm	Ulmus americana	25 Inches
cedar elm	Ulmus crassifolia	25 Inches
lacebark elm	Ulmus parvifolia	25 Inches
deodar cedar	Cedrus deodara	25 Inches
Black walnut	Juglans nigra	25 Inches
'Skyline' thornless honeylocust	Gleditsia triacanthos ‘ Skyline’	25 Inches
Southern magnolia	Magnolia grandiflora	25 Inches
bur oak	Quercus macrocarpa	25 Inches
chinquapin oak	Quercus muhlenbergii	25 Inches
live oak	Quercus virginiana	25 Inches
post oak	Quercus stellata	20 Inches
Shumard oak	Quercus shumardii	25 Inches
Texas red oak	Quercus buckleyi	25 Inches
pecan	Carya illinoinensis	25 Inches
London planetree	Platanus x acerifolia	25 Inches
Mexican sycamore	Platanus mexicana	25 Inches

American sycamore	Platanus occidentalis	25 Inches

Medium Canopy Trees:

credit/spacing = 1000 ft²/15ft

Common Name	Species	Heritage Requirement (DBH)
Texas ash	Fraxinus texensis	25 Inches
Kentucky coffeetree	Gymnocladus dioicus	25 Inches
pond cypress	Taxodium ascendens	25 Inches
bald cypress	Taxodium distichum	25 Inches
Montezuma cypress	Taxodium mucronatum	25 Inches
ginkgo	Ginkgo biloba	25 Inches
bigtooth maple	Acer grandidentatum	25 Inches
Caddo maple	Acer barbatum var. caddo	25 Inches
chalk maple	Acer leucoderme	25 Inches
'Jeffersred' Freeman's maple	Acer x freemanii 'Jeffersred'	25 Inches
Shantung maple	Acer truncatum	25 Inches
common persimmon	Diospyros virginiana	25 Inches
golden raintree	Koelreuteria paniculata	25 Inches
Eastern redcedar	Juniperus virginiana var. vir.	25 Inches
Texas walnut	Juglans microcarpa	25 Inches
'Bracken's Brown Beauty' So mag	Magnolia grandiflora	25 Inches
'Bracken's Claudia Wannamaker'	Magnolia grandiflora	25 Inches
'DD Blanchard' So magnolia	Magnolia grandiflora	25 Inches
blackjack oak	Quercus marilandica	20 Inches
Italian stone pine	Pinus pinea	25 Inches
Chinese pistache	Pistacia chinensis	25 Inches
Loblolly Pine	Pinus taeda	25 Inches
Western soapberry	Sapindus drummondii	25 Inches
Monterrey oak	Quercus polymorpha	25 Inches
'Aristocrat' Callery pear	Pyrus calleryana 'Aristocrat'	30 Inches
'Autumn Blaze' Callery pear	Pyrus calleryana 'Autumn Blaze'	30 Inches
'Chanticleer' Callery pear	Pyrus calleryana ' Chanticleer'	30 Inches
Eldarica (Afghan) pine	Pinus eldarica	25 Inches

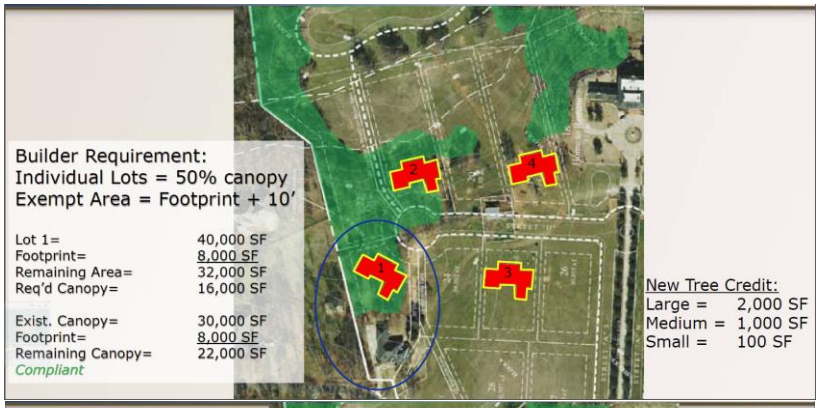
Small Canopy Trees:

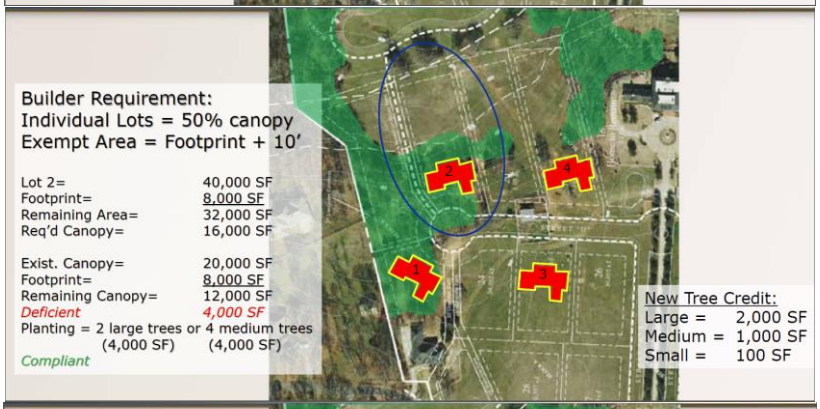
credit/spacing = 100 ft²/8ft

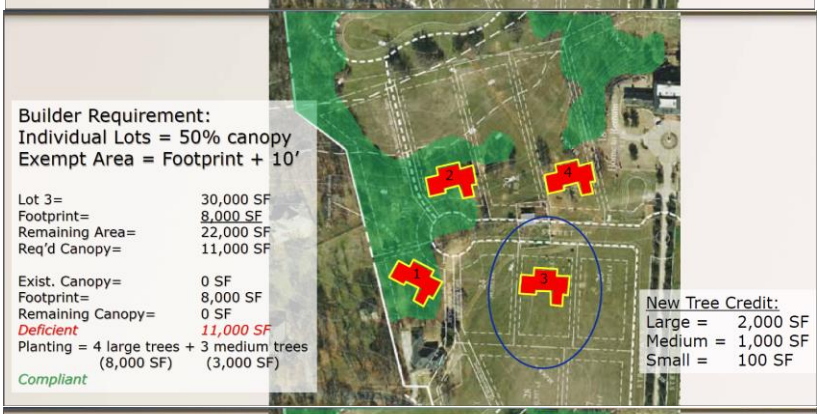
Common Name	Species	Heritage Requirement
Fragrant ash	Fraxinus cuspidate	
Rusty balckhaw	Viburnum rufidulum	
Common button-bush	Cephalanthus occidentalis	
Mexican buckeye	Ungnadia speciosa	
Carolina buckthorn	Frangula caroliniana	
Vitex, Chase tree	Vitex agnus-castus	
Rough-leaf dogwood	Cornus drummondii	
Possumhaw (deciduous holly)	Ilex decidua	
'Savannah' holly	Illex x attenuata 'Savannah'	
yaupon holly	Ilex vomitoria	
Ash juniper	Juniperus ashei	

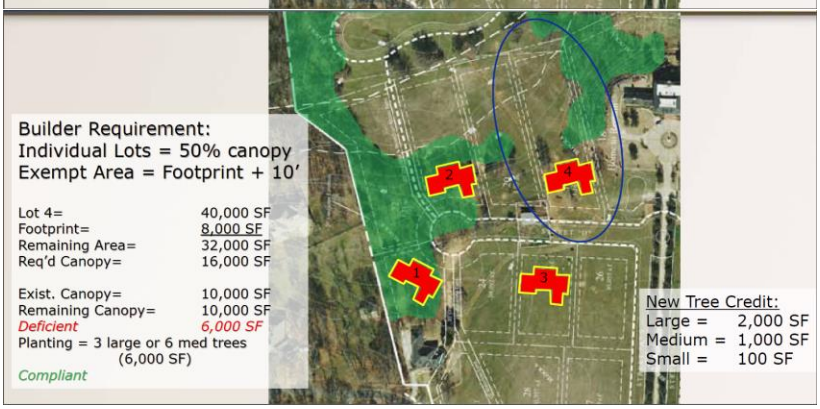
Mexican plum	Prunus mexicana
Eastern redbud (Tex & Mex)	Cercis canadensis
American smoke tree	Cotinus obovatus
Prairie sumac, flameleaf sumac	Rhus lanceolata
Desert willow	Chilopsis linearis
'Torulosa' juniper	Juniperus chinensis 'Torulosa'
Texas mountian laurel	Sophora secundiflora
'Little Gem' Southern magnolia	Magnolia grandiflora 'Little Gem'
Japanese maple	Acer palmatum
Crepe myrtle	Lagerstroemia indica
Eve's necklace	Sophora affinis
Bigelow oak (white shin oak)	Quercus sinuata var. breviloba
Texas persimmon	Diospyros texana

Appendix "A"


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 1= 40,000 SF
Footprint= 8,000 SF
Remaining Area= 32,000 SF
Req'd Canopy= 16,000 SF
Exist. Canopy= 30,000 SF
Footprint= 8,000 SF
Remaining Canopy= 22,000 SF
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 2= 40,000 SF
Footprint= 8,000 SF
Remaining Area= 32,000 SF
Req'd Canopy= 16,000 SF
Exist. Canopy= 20,000 SF
Footprint= 8,000 SF
Remaining Canopy= 12,000 SF
Deficient 4,000 SF
Planting = 2 large trees or 4 medium trees
(4,000 SF) (4,000 SF)
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 3= 30,000 SF
Footprint= 8,000 SF
Remaining Area= 22,000 SF
Req'd Canopy= 11,000 SF
Exist. Canopy= 0 SF
Footprint= 8,000 SF
Remaining Canopy= 0 SF
Deficient 11,000 SF
Planting = 4 large trees + 3 medium trees
(8,000 SF) (3,000 SF)
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 4= 40,000 SF
Footprint= 8,000 SF
Remaining Area= 32,000 SF
Req'd Canopy= 16,000 SF
Exist. Canopy= 10,000 SF
Remaining Canopy= 10,000 SF
Deficient 6,000 SF
Planting = 3 large or 6 med trees
(6,000 SF)
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF

ORDINANCE O-24-2300

AMENDING CHAPTER 5, URBAN FORESTRY OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Colleyville desires to amend Chapter 5, Urban Forestry of the Land Development Code; and

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

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

Sec. 1. THAT *Chapter 5, Urban Forestry* of the Land Development Code is hereby amended to read as depicted in the attached Exhibit "A".

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

Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

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

The second reading and public hearing being conducted on the 15th day of October 2024.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, ON THIS THE 15TH DAY OF OCTOBER 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit "A"

Chapter 5 Urban Forestry	Final Draft 7/24/24 Amended Ordinance

Section 5.1 Purpose of This Chapter

The purpose of this chapter is to promote, conserve, and enhance the City's Urban Forest by:

- Discourag~~e~~ing clear-cutting tree removal within the City of Colleyville
- Recognizing the historical and cultural importance of the Eastern Cross Timbers and its impact on Colleyville
- Recognizing the environmental, economic, social, and aesthetic benefits of trees
- Encouraging and facilitating site planning and design which preserves trees and natural areas
- Preserv~~e~~ing and ~~P~~protecting trees during construction
- Limiting the removal of trees
- Providing for the establishment of a diversity of native and adapted trees.

It is the further intent of this chapter to:

- Compliment *Destination Colleyville*, the City of Colleyville Comprehensive Master Plan
- Compliment The City of Colleyville Parks Master Plan
- Maintain and enhance Colleyville's identity as a Tree City USA.

Section 5.2 Authorization for Adoption of This Chapter

The regulations contained in this chapter have been adopted under the authority of *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality. This chapter is also adopted under the authority of *the Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 5.3 Variances and Appeals

Except where provided in this chapter, any person seeking approval of a development as required by this Land Development Code may request a variance from a requirement contained in this chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 5.4 Definitions

Definitions applicable to this chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Diameter at Breast Height (DBH) - standard form of ~~measurement which~~measurement that measures a tree's diameter at a height of 4.5 feet above ground level.

Homestead Property – any ~~residentially zoned~~ property that is used exclusively as a dwelling by the property owner for no less than 6 months. Property owner may include immediate relatives not paying rent.

Non-Homestead Property – any non-homestead property or property proposed for development, redevelopment or expansion of existing structure by more than 50% of square footage.

Protected Tree – ~~any tree with a 10" or greater DBH on homestead property or~~ any tree with a 6" or greater DBH on non-homestead property within the City of Colleyville.

Heritage Tree – trees of exceptional size or species as identified in Exhibit ~~___~~ "A" attached to this Chapter.

Section 5.5 Tree Removal and Damage

No person directly or indirectly shall cut down, destroy, remove, move, damage, or effectively destroy through damaging the roots, trunk or canopy, any tree without first obtaining the required approvals or permits as outlined in this chapter, unless otherwise exempted by the provisions of this chapter.

Section 5.6 Applicability & Exemptions

A. Prior to the following activities, review and approval of that activity's compliance with this chapter (Urban Forestry Review) shall be completed by the Administrative Official unless subject to the exemptions in Paragraph B:
   1. Removal, damage, or adverse impact of any Protected Tree.
   2. Construction or expansion of structures for which a building permit is required.
   3. Demolition of structures.
   4. Clearing, grading, excavation, filling, or paving on any site or property that has existing Protected Trees.
   5. Subdivision of land into lots by Preliminary Plat, Final Plat, Minor Plat, or Replat.
   6. Required site and landscape plan submittals for commercial or institutional uses as well as any site plans for a PUD, SUP, or other Zoning Case.

B. Exemptions to Urban Forestry Review:
   1. Authorized City employees or contractors and authorized Franchise Utility employees or contractors may, in the course of official business, remove, damage, or adversely impact Protected Trees or portions thereof which exist in a dedicated public street right-of-way or a public utility easement which the City or Franchise Utility has an interest in. The removal, damage, or adverse impact shall be limited to the extent reasonably necessary to install, maintain, or replace utilities or infrastructure. If a Tree Preservation Plan is approved showing to preserve trees in public utility easement or street right-of-way dedicated for new or expanding streets, then those trees shall be preserved and protected per the approved plans. The City of Colleyville is exempt from any and all provisions of this Ordinance for property owned, leased or managed by the City. ~~Ordinance O-98-1130 shall govern management and control of all trees within City street right-of-ways, City public parks, and City owned facilities.~~
   ~~1.~~
   2. Any ~~of the above~~ activity ~~ies may be done~~ undertaken on residentially zoned homestead property, or homestead AG-zoned property less than 5 acres, resulting in the removal of a tree ~~less than 10" DBH or~~ excluding any tree preservation easement depicted on plat. Trees within "tree preservation easements" shall be subject to regulation terms regardless of homestead status.

   ~~without Urban Forestry Review on properties with an active single-family use that are zoned RE, R-40, R-30, R-20, & R-15 (add PUD-R? AG?) and where a habitable single-family home exists and is occupied as the primary residence of the landowner.~~ State law allows for the removal of any tree less than 10" DBH on property deemed "homestead" at the time of removal. This does not preclude

the requirement to provide a permit application documenting trees greater than 6" DBH.

2.

f the landowner owns contiguous individual lots or tracts, the sum of all land shall be used to determine the size restriction of this exemption.

3. All landscape nurserymen shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the nursery premises which are planted and grown for the sale or intended sale to the general public.

Section 5.7 Tree Preservation and Canopy Cover

Non Homestead Non exempt property, including All new development and , redevelopment, to include, and residential or commercial structure additions beyond 50% of existing square footage, shall provide a minimum site tree canopy coverage per this Section through preservation of existing trees on the same site and establishment of new trees on the same site.

A. Calculation of Tree Canopy:
   1. The canopy area for each existing Protected Tree shall be assumed as a circle having a radius in feet equal to the DBH (Diameter at Breast Height) in inches of that tree. Example: A 10 inch DBH tree would have a canopy diameter of 20 feet and a canopy area of 314 square feet.
   2. *Protected Tree*. A Protected Tree is defined as a woody perennial plant which has attained a DBH of six (6) inches or more and has an overall height of at least fifteen (15) feet. Mesquite (*Prosopis glandulosa*), Hackberry/Sugarberry (*Celtis laevigata*), Chinese Tallow (*Triadica sebifera*), Hercules' Club (*Zanthoxylum clava-herculis*), Honeylocust (*Gleditsia triacanthos*), Osage Orange (*Maclura pomifera*), Callery Pear (*Pyrus calleryana*), Chinaberry (*Melia azedarach*), Eastern Cottonwood (*Populus deltoides*) less than 18 inches DBH, and Eastern Redcedar (*Juniperus virginiana*) less than 13 inches DBH are excluded from this category and are considered Non-Protected Trees. Any Non-Protected tree used as a replacement (mitigation) tree or as a required tree on a commercial landscape plan shall require replacement (if removed) with a tree or trees that meet the caliper or canopy requirements for that lot, land use, or district.
   3. The canopy area for each new tree shall be credited based on the categories of large, medium, and small canopy trees: Large – 2,000 sq. ft.; Medium – 1,000 sq. ft.; Small – 100 sq. ft. The Administrative Official shall develop, update, and maintain on file a list of tree species and their associated size category and canopy credit.

B. Non-single-family residential uses:
   1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Commercial Building Envelope (building footprint plus a five (5) foot buffer) shall be required.
   2. In addition to the minimum tree preservation as required in #1, provision of a minimum of 50% site tree canopy coverage on the lot outside the Commercial Building Envelope (building footprint plus a five (5) foot buffer) shall be required. This is accomplished through the preservation of existing trees and/or the supplemental planting of new trees per the tree planting credit in Paragraph 'A' above. See appendix 'A' for examples.

C. Development or redevelopment of single-family residential uses on individual lots or tracts:
   1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Residential Building Envelope (building footprint plus a ten (10) foot buffer) shall be required.
   2. In addition to the minimum tree preservation as required in #1, provision of a minimum of 50% site tree canopy coverage on the lot outside the Residential

Building Envelope (building footprint plus a ten (10) foot buffer) shall be required. This is accomplished through preservation of existing trees and/or the supplemental planting of new trees per the tree planting credit in Paragraph 'A' above. See appendix "A" for examples.

D. Additions and expansions to existing single-family residential uses on individual lots or tracts:
   1. When an addition or expansion to the footprint of a single-family residence equals 50% or more of the existing footprint, the regulations per Paragraph 'C' above shall apply.

E. Development of new single-family residential subdivisions:
   1. Preservation of a minimum of 50% of the Protected Tree Canopy on the entire subdivision shall be required. The calculation shall include Protected trees located in newly dedicated streets (public or private), public water, sanitary sewer, gas, electric, telecommunication, drainage and general utility easements. The calculation shall exclude trees located in existing public utility easements containing existing in-service water, sanitary sewer, gas, electric, or telecommunication installations as well as additional public street right-of-way dedicated adjacent to an existing public or private street. The purpose of not excluding trees in new streets and easements is to promote subdivision design and layout that prioritize preservation of trees.
   2. Within the required primary building setback areas (non-buildable areas for primary structure), a minimum of 75% of the Protected Tree Canopy shall be preserved. This is a separate calculation from that in Paragraph E.1.
   3. Once the subdivision is constructed, all improvements are accepted by the City, the Administrative Official has inspected and verified compliance with required tree preservation, and Community Development has issued a letter of acceptance allowing submittal of new single-family building permits, then the preservation requirements of Paragraph C shall apply and each lot will be reviewed separately for tree preservation and planting based on that lots remaining trees and proposed location of single-family home.

F. Artificial Lots:
   1. When more than 50% of a lot or tract being developed or redeveloped is to remain untouched by tree removal, grading, excavation, filling, paving, or building, then an artificial lot may be delineated around the portion being developed and serve as the basis for calculation of tree canopy preservation and coverage. The delineation should not leave small strips or gaps adjacent to property lines and should generally only leave out one side of a property. Review and pre-approval of delineation for artificial lots shall be required.

G. Dead, Declining, and Hazardous Trees:
   1. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from inclusion in the review of tree preservation and canopy cover calculation.

Section 5.8 Heritage Trees

A. Heritage Trees are those specimens that have attained a significant age and are the heritage of earlier residents of Colleyville or simply pre-date the community. ~~All post oaks and blackjack oaks 15 inches DBH (Diameter at Breast Height) and larger, cottonwood, water oak, green and white ash 35 inches DBH and larger, and all other Protected Tree species 25 inches DBH and~~

~~larger are hereby considered Heritage Trees.~~Heritage tree sizes are on the City's recommended tree list in Exhibit "A" attached to this Chapter.

B. Removal of any Heritage Tree in any location shall require mitigation by one of the following options:

1. Plant trees with a total canopy credit of five (5) times the canopy area of the removed tree. Trees shall be planted on the same property that the Heritage Trees are removed unless an alternative location within the City is approved by the Administrative Official. The tree planting standards of Section 5.10 shall apply.

2. Pay into the City of Colleyville Tree Fund at a rate of $~~1~~100 ~~(keep at $100?)~~ per DBH inch.

Section 5.9 Tree Protection Standards

The following procedures shall be followed for all construction projects which involve activity that requires Urban Forestry Review, unless an alternative is deemed appropriate by the Administrative Official.

A. Pre-Construction: The ensuing procedures shall be followed prior to construction.

1. All Preserved Trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height.

2. Lumber shall be wrapped vertically around the tree trunk and held in place with wire or any other non-damaging method if a tree is within ten (10) feet of the construction of a building or any other situation determined by the Administrative Official that would pose a physical risk to the tree trunk.

3. In order to prevent damage to low hanging limbs, anything that may be impacted by equipment shall be pruned according to ANSI A300 standards.

4. Each area of tree protection shall require temporary signage that indicates the area is a "Tree Protection Area" and to "Keep Out". A wording standard will be developed, updated, and maintained by the Administrative Official. The wording shall be in English and Spanish and include the appropriate contact phone number with the City to report violations.

B. During Construction: The following procedures shall be followed within the limits of the Critical Root Zone (CRZ) of any Preserved Tree for any activity that is subject to the requirements of this chapter.

1. No placement of materials intended for use in construction or waste materials accumulated due to excavation or demolition.

2. No equipment may be cleaned or other liquids deposited. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.

3. No signs, wires or other attachments, other than those of a protective nature shall be attached to the trees.

4. No vehicular and construction equipment traffic or parking.

5. Underground utilities shall be bored underneath trees' CRZ unless pre-approved by the Administrative Official.

6. Irrigation systems shall be designed to NOT require trenching across the critical root zone of any tree unless otherwise approved by the Administrative Official.

7. No digging, building, paving, or elevation changes.

. Section 5.10Tree Planting Standards

All new trees required to be planted under this chapter shall meet the following standards.

A. Minimum size shall be three (3) inch caliper for large and medium canopy trees and one and one-half (1.5) inches for small canopy trees, measured at six (6) inches above the root flare.
B. Minimum spacing between trees is thirty (30) feet for large, fifteen (15) feet for medium, and eight (8) feet for small trees. Adjacent trees of different sizes shall meet the spacing requirement of the smaller tree.
C. Trees shall be free from severe bark, cambium, or limb damage due to handling and planting.
D. Trees shall be healthy and have minimal branch dieback.
E. Trees shall have a single trunk or stem unless they are a small canopy tree whose ornamental value is attributed to having multiple stems.
F. Trees shall not have co-dominant terminal leaders.
G. Trees shall not be planted with the root collar bellow the soil and mulch shall not be piled up against the trunk.
H. Newly planted trees shall be kept healthy and in good condition for a minimum of thirty-six (36) months, or three (3) years. If a newly planted tree does not survive, it shall be replaced with the same or similar tree type (large, medium, or small tree).
I. Trees shall be selected from the City of Colleyville Preferred Tree Planting List, to be developed, updated, and maintained on file. Trees outside of the list require pre-approval by the Administrative Official.
J. Trees shall not be planted in public utility easements or public street right-of-way without approval of the Administrative Official.

. Section 5.11Permits

A. Tree Removal Permit

1. An application for tree removal permit must be submitted, reviewed for compliance with this chapter, and approved prior to the removal of any tree.

B. For trees that have become an immediate high hazard to persons or property, the hazard can be mitigated to a safe condition prior to permitting, but the tree parts and evidence of the damage should not be removed from the site unless sufficient photo evidence is taken in advance. An after-the-fact tree removal permit will be required within 30 days of the event and no fees or mitigation will be required as long as sufficient evidence of the hazard can be provided. If trees are removed prior to review or approval of a tree removal permit and no evidence can corroborate the hazard then the City may enforce the penalties of this chapter.

C. Fees: All tree removal permits shall be accompanied by a check made payable to the City of Colleyville per the following schedule:

1. A person that owns and has primary residence of a single-family home on a lot or combination of contiguous adjacent lots or tracts that total more than one (1) acre will not be charged a permit fee.

2. All others will require a $50 base fee plus an additional $25 per Protected Tree that is to be removed.

3. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from fees under this Section 5.11(C).

Section 5.12 Plan Submittals

All activity that requires Urban Forestry Review shall have the following plans submitted for review. The Administrative Official shall maintain and keep on file an outline for all specific items required on the following plans as well as any permit applications or additional documents required for review of each activity.

A. Tree Survey: shall include, but is no limited to, an inventory of all Protected Trees on the property, property boundaries, property easements, existing structures and paving, tree trunk location, a unique tree identification number, common name or species, trunk Diameter at Breast Height (DBH), and an outline of the Critical Root Zone (CRZ). If there are no Protected Trees on the property the Administrative Official may waive this submittal.

B. Urban Forestry Plan shall include, but is not limited to: property boundaries and easements; building setbacks; all Protected Trees; identify trees to be removed or preserved; outline the preserved trees' CRZ; show grade changes; show all new improvements such as structures, paving, major utilities; show locations, types, and sizes of new trees.

Section 5.13 Penalties and Violations

A. Civil Penalty: The Administrative Official shall have the authority to impose a civil tree mitigation penalty on any person, firm, or corporation who causes any Protected Tree to be cut down, destroyed, removed, moved, damaged, or effectively destroyed through damaging the roots, trunk or canopy without first obtaining the required approvals or permits as outlined in this chapter. The violator shall choose one, or a combination of, the violation remedy options contained in this section. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed. Where the DBH size of any tree cannot be measured due to that part of the tree being removed from the site or destroyed, the City shall have the authority to estimate the tree's DBH size based on any remaining physical evidence, photos, and documents.

1. Option 1. Tree Planting: The violator shall plant new trees with a canopy credit equal to five (5) times the canopy area of the removed trees. If the tree is a Heritage Tree, then the violator shall plant new trees with a canopy credit equal to ten (10) times the canopy area of the removed tree. All tree plantings shall meet the standards of Section 5.10. Trees shall be planted on the same property that the violation occurred unless an alternative location within the City is approved by the Administrative Official. A tree planting plan and timeline for installation of the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted prior to final inspections. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.

2. Option 2. Tree Fund: The violator shall pay into the City of Colleyville Tree Fund at a rate of $250 per DBH inch of tree removed. If the tree is a Heritage Tree, then the

violator shall pay $500 per DBH inch of tree removed. Payment must be provided no later than 30 days after the Offense. In the event that the fees are not paid within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the fess are paid.

B. Criminal Penalty: In addition to the civil penalties of this chapter, where any person, firm, or corporation violates or fails to comply with any provision or requirement of this chapter, the Administrative Official shall have the authority to issue a citation for a misdemeanor to any and all such persons, firms, or corporations, who upon conviction shall be fined not more than two thousand dollars ($2,000.00) per violation. When the violation involves the cutting down, destruction, removal, or damage to a Protected Tree, each tree shall be considered a separate offense. Additionally, a separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.

Section 5.14 Appeals

Any appeal to the provisions of this chapter and/or any appeal to a decision of the Administrative Official relative to the provisions of this chapter shall be heard by the City Council. ~~(after review and recommendation by the Tree Board?)~~.

Section 5.15 Tree Board

The Colleyville City Council shall appoint the Colleyville Tree Board. The Tree Board shall be advisory in nature and include one member from the City Council, Park Board City Staff (arborist) and Colleyville citizenry. Areas of focus for the Tree Board shall include:

1. Develop Five Year Tree Placement Plan
2. Parkway Tree Placement Program Administration
3. Publish Tree Installation and Maintenance Standard

Section 5.16~~6~~ Amendments

Reserved for listing of amendments to this chapter.

Ord. Number	Date	Subject
O-00-1214	04/18/2000	Adoption of Tree Preservation in Land Development Code
O-09-1734	11/04/2009	Amendments to Chapter 5 based on recommendations of consultant
O-14-1933	10/06/2014	Comprehensive amendments including incentives for preserving native tree stands, addition of fees, changes to penalties and other modifications
O-19-2073	01/22/2019	Substantial amendment to the chapter as part of a total LDC review

Exhibit "A"

Large Canopy Trees:

credit/spacing = 2000 ft^2/30ft

Common Name	Species	Heritage Requirement (DBH)
Green Ash	Fraxinus pennsylvanica	25 Inches
American elm	Ulmus americana	25 Inches
cedar elm	Ulmus crassifolia	25 Inches
lacebark elm	Ulmus parvifolia	25 Inches
deodar cedar	Cedrus deodara	25 Inches
Black walnut	Juglans nigra	25 Inches
'Skyline' thornless honeylocust	Gleditsia triacanthos ' Skyline'	25 Inches
Southern magnolia	Magnolia grandiflora	25 Inches
bur oak	Quercus macrocarpa	25 Inches
chinquapin oak	Quercus muhlenbergii	25 Inches
live oak	Quercus virginiana	25 Inches
post oak	Quercus stellata	20 Inches
Shumard oak	Quercus shumardii	25 Inches
Texas red oak	Quercus buckleyi	25 Inches
pecan	Carya illinoinensis	25 Inches
London planetree	Platanus x acerifolia	25 Inches
Mexican sycamore	Platanus mexicana	25 Inches
American sycamore	Platanus occidentalis	25 Inches

Medium Canopy Trees:

credit/spacing = 1000 ft^2/15ft

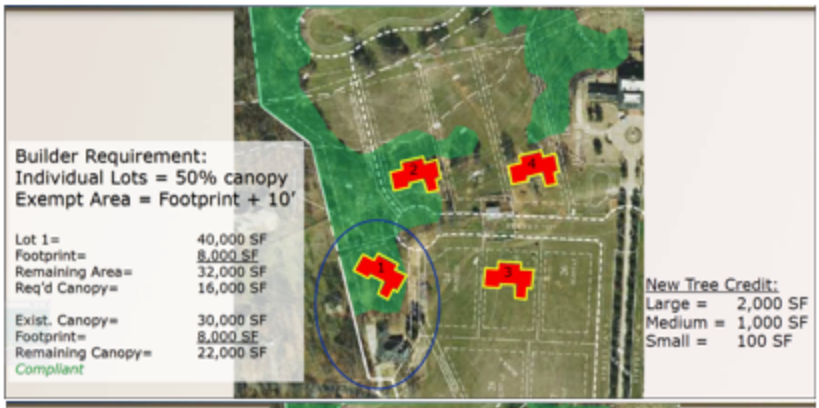
Common Name	Species	Heritage Requirement (DBH)
Texas ash	Fraxinus texensis	25 Inches
Kentucky coffeetree	Gymnocladus dioicus	25 Inches
pond cypress	Taxodium ascendens	25 Inches
bald cypress	Taxodium distichum	25 Inches
Montezuma cypress	Taxodium mucronatum	25 Inches
ginkgo	Ginkgo biloba	25 Inches
bigtooth maple	Acer grandidentatum	25 Inches
Caddo maple	Acer barbatum var. caddo	25 Inches
chalk maple	Acer leucoderme	25 Inches
'Jeffersred' Freeman's maple	Acer x freemanii 'Jeffersred'	25 Inches
Shantung maple	Acer truncatum	25 Inches
common persimmon	Diospyros virginiana	25 Inches
golden raintree	Koelreuteria paniculata	25 Inches
Eastern redcedar	Juniperus virginiana var. vir.	25 Inches
Texas walnut	Juglans microcarpa	25 Inches
'Bracken's Brown Beauty' So mag	Magnolia grandiflora	25 Inches
'Bracken's Claudia Wannamaker'	Magnolia grandiflora	25 Inches
'DD Blanchard' So magnolia	Magnolia grandiflora	25 Inches
blackjack oak	Quercus marilandica	20 Inches
Italian stone pine	Pinus pinea	25 Inches
Chinese pistache	Pistacia chinensis	25 Inches
Loblolly Pine	Pinus taeda	25 Inches
Western soapberry	Sapindus drummondii	25 Inches
Monterrey oak	Quercus polymorpha	25 Inches
'Aristocrat' Callery pear	Pyrus calleryana 'Aristocrat'	30 Inches
'Autumn Blaze' Callery pear	Pyrus calleryana 'Autumn Blaze'	30 Inches
'Chanticleer' Callery pear	Pyrus calleryana ' Chanticleer'	30 Inches
Eldarica (Afghan) pine	Pinus eldarica	25 Inches

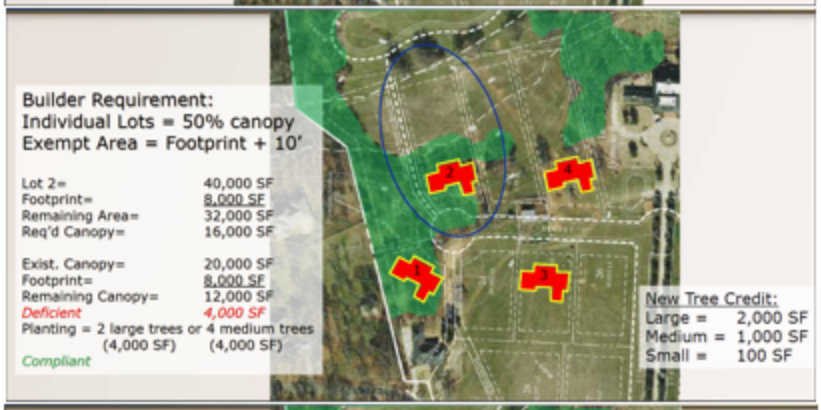
Small Canopy Trees:

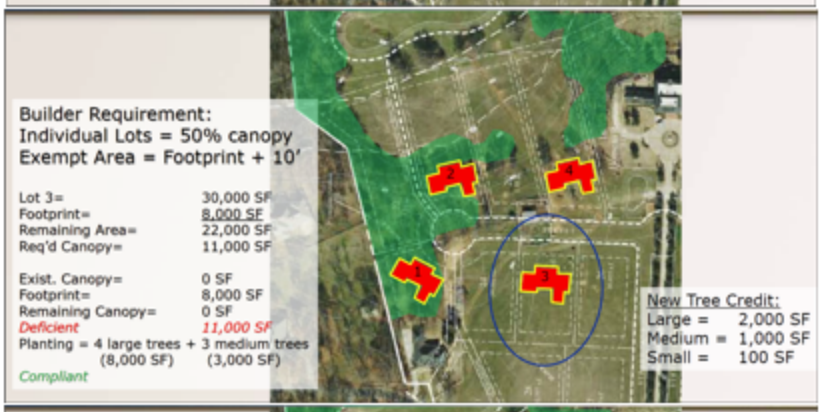
credit/spacing = 100 ft^2/8ft

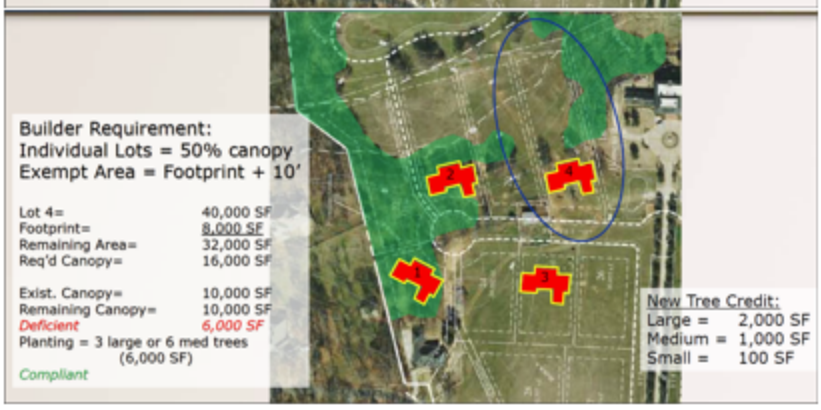
Common Name	Species	Heritage Requirement
Fragrant ash	Fraxinus cuspidate	
Rusty balckhaw	Viburnum rufidulum	
Common button-bush	Cephalanthus occidentalis	
Mexican buckeye	Ungnadia speciosa	
Carolina buckthorn	Frangula caroliniana	
Vitex, Chase tree	Vitex agnus-castus	
Rough-leaf dogwood	Cornus drummondii	
Possumhaw (deciduous holly)	Ilex decidua	
'Savannah' holly	Illex x attenuata 'Savannah'	
yaupon holly	Ilex vomitoria	
Ash juniper	Juniperus ashei	
Mexican plum	Prunus mexicana	
Eastern redbud (Tex & Mex)	Cercis canadensis	
American smoke tree	Cotinus obovatus	
Prairie sumac, flameleaf sumac	Rhus lanceolata	
Desert willow	Chilopsis linearis	
'Torulosa' juniper	Juniperus chinensis 'Torulosa'	
Texas mountian laurel	Sophora secundiflora	
'Little Gem' Southern magnolia	Magnolia grandiflora 'Little Gem'	
Japanese maple	Acer palmatum	
Crepe myrtle	Lagerstroemia indica	
Eve's necklace	Sophora affinis	
Bigelow oak (white shin oak)	Quercus sinuata var. breviloba	
Texas persimmon	Diospyros texana	

Appendix "A"


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 1= 40,000 SF
Footprint= 8,000 SF
Remaining Area= 32,000 SF
Req'd Canopy= 16,000 SF
Exist. Canopy= 30,000 SF
Footprint= 8,000 SF
Remaining Canopy= 22,000 SF
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 2= 40,000 SF
Footprint= 8,000 SF
Remaining Area= 32,000 SF
Req'd Canopy= 16,000 SF
Exist. Canopy= 20,000 SF
Footprint= 8,000 SF
Remaining Canopy= 12,000 SF
Deficient 4,000 SF
Planting = 2 large trees or 4 medium trees
(4,000 SF) (4,000 SF)
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 3= 30,000 SF
Footprint= 8,000 SF
Remaining Area= 22,000 SF
Req'd Canopy= 11,000 SF
Exist. Canopy= 0 SF
Footprint= 8,000 SF
Remaining Canopy= 0 SF
Deficient 11,000 SF
Planting = 4 large trees + 3 medium trees
(8,000 SF) (3,000 SF)
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF


Builder Requirement:
Individual Lots = 50% canopy
Exempt Area = Footprint + 10'
Lot 4= 40,000 SF
Footprint= 8,000 SF
Remaining Area= 32,000 SF
Req'd Canopy= 16,000 SF
Exist. Canopy= 10,000 SF
Remaining Canopy= 10,000 SF
Deficient 6,000 SF
Planting = 3 large or 6 med trees
(6,000 SF)
Compliant
New Tree Credit:
Large = 2,000 SF
Medium = 1,000 SF
Small = 100 SF

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 6c **Agenda Date** 10/15/2024 **Number** Ordinance O-24-2301
Type Ordinance
Department Engineering

Title
An ordinance amending and restating Chapter 98, Article V. - Publicly Owned Treatment Works, approving uniform requirements for users of the Publicly Owned Treatment Works (POWTS) for the City of Colleyville and providing for enforcement and compliance with all applicable state and federal laws

Explanation
Second Reading and Public Hearing

There was no one present wishing to speak regarding this item at the October 2, 2024 City Council meeting.

First Reading and Public Hearing

On June 26, 1978, the United States Environmental Protection Agency published a rule, which established mechanisms and procedures for enforcing National Pretreatment Standards controlling the introduction of wastes from no-domestic sources into Publicly Owned Treatment works (POTWs). The rule was amended in 1981 and 2003, and this rule, 40 CFR 403, requires that a Pretreatment Program be developed for all Regional Wastewater systems.

As the owner and operator of the Central Regional Wastewater System, The Trinity River Authority (TRA) must conform to this rule. As a contracting party of the Regional Wastewater System, The City of Colleyville must also comply with this rule.

The Trinity River Authority (TRA) prepared an ordinance for consideration and approval of its contracting parties. This ordinance will replace Ordinance O-03-1393 in the Code of Ordinances providing guidelines for future industrial growth. In addition to Ordinance O-24-2301, EPA, Rule 40, CFR 403.9 (b) requires a resolution reflecting the endorsement of approval of the local boards or council responsible for supervising and/or funding the Publicly Owned Treatment Works (POTWs) and an attorney's statement. This resolution was in the consent agenda presented for consideration. Upon City Council approval, the City Attorney will execute the attorney's statement.

The City Attorney has reviewed the proposed ordinance, resolution, and attorney's statement.

Financial Impact

The City of Colleyville does not currently have any known industrial users; therefore, the financial impact to the City of Colleyville would be minimal.

Recommendation

Approve

Attachments

1. Ordinance O-24-2301

ORDINANCE O-24-2299

AN ORDINANCE AMENDING AND RESTATING CHAPTER 98, ARTICLE V. - PUBLICLY OWNED TREATMENT WORKS, APPROVING UNIFORM REQUIREMENTS FOR USERS OF THE PUBLICLY OWNED TREATMENT WORKS (POWTs) FOR THE CITY OF COLLEYVILLE, AND PROVIDING FOR ENFORCEMENT AND COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS

WHEREAS, The City of Colleyville, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, The City Council of the City of Colleyville deems it necessary to adopt legislation approving uniform requirements for users of the Publicly Owned Treatment Works (POWTs) and provide for compliance and enforcement of all applicable state and federal laws.

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

Sec. 1. THAT the City of Colleyville hereby replaces in its entirety Ordinance O-03-1393, and approves by this Ordinance, uniform requirements for users of the publicly owned treatment works for the City of Colleyville, and provides for enforcement of, and compliance to, all stated and federal laws.

Sec. 2. THAT Chapter 98, Article V – Publicly Owned Treatment Works, is hereby amended and restated in its entirety to read as follows:

ARTICLE V. – PUBLICLY OWNED TREATMENT WORKS

DIVISION 1. – GENERAL PROVISIONS

Sec. 98-131. - Purpose and Policy

This article sets forth uniform requirements for users of the Publicly Owned Treatment Works for the City of Colleyville and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code §§ 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this article are:

(1) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;

(2) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;

(3) To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

(4) To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;

(5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and

(6) To enable the Control Authority to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This article shall apply to all users of the Publicly Owned Treatment Works. The article authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Sec. 98-132. - Administration

Except as otherwise provided herein, the Director of Public Works (the "Director") shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the Director may be delegated by the Director to other City personnel.

Sec. 98-133. - Abbreviations

The following abbreviations, when used in this article, shall have the designated meanings:

- BOD - Biochemical Oxygen Demand
- BMP - Best Management Practice
- BMR - Baseline Monitoring Report
- CFR - Code of Federal Regulations
- CIU - Categorical Industrial User
- COD - Chemical Oxygen Demand
- EPA - U.S. Environmental Protection Agency
- gpd - gallons per day
- IU - Industrial User
- mg/l - milligrams per liter
- NAICS- North American Industrial Classification System
- NPDES- National Pollutant Discharge Elimination System
- NSCIU- Non-Significant Categorical Industrial User
- POTW- Publicly Owned Treatment Works
- RCRA - Resource Conservation and Recovery Act
- SIC - Standard Industrial Classification
- SIU - Significant Industrial User
- SNC - Significant Noncompliance
- TCEQ - Texas Commission on Environmental Quality
- TPDES – Texas Pollutant Discharge Elimination System
- TRA - Trinity River Authority
- TSS - Total Suspended Solids
- TTO - Total Toxic Organics
- U.S.C. - United States Code

Sec. 98-134. - Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

Approval Authority. The Executive Director of the Texas Commission on Environmental Quality (TCEQ) where the state has been delegated NPDES permit authority and has an approved pretreatment program.

Authorized Representative of the User.

(1) If the user is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership, limited partnership, or sole proprietorship: a general partner, managing partner, or proprietor, respectively.

(3) If the user is a limited liability company: a managing member or any other person who performs similar policy or decision-making functions for the company.

(4) If the user is a Federal, State, or Local governmental facility: a Director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(5) The individuals described in paragraphs (1) through (4), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates, or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

Best Management Practices or BMPs. Means schedules of activities, prohibitions of practices, maintenance procedures, and other

management practices to implement the prohibitions listed in section 98-135 (A) and (B) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

Categorical Industrial User (CIU). An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405 - 471.

City. The City of Colleyville, including the City Council. Except as otherwise provided in this article, when notice to the City is required, notice shall be effective only when delivered to the Mayor, City Manager, or other person(s) as may be authorized in writing to receive notice by the Mayor or City Manager.

Composite Sample. A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a <u>time composite sample</u>: composed of discrete sample aliquots collected at constant time intervals providing a sample irrespective of stream flow; or as a <u>flow proportional composite sample</u>: collected either as a constant sample volume at time intervals proportional to flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

Control Authority. Trinity River Authority of Texas as holder of the TPDES permit.

Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are

expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Director of Public Works or the Director. The person designated by the City who is charged with certain duties and responsibilities by the article. The term also means a duly authorized representative of the Director.

Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by the EPA of proposed categorical pretreatment standards, which will be applicable to the source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Extrajurisdictional User. A User the City has determined requires a permit to discharge, other than a local government, which is located outside the jurisdiction of the City, and which discharges or plans to discharge to the POTW.

Grab Sample. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

Instantaneous Maximum Allowable Discharge Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal; and therefore is a cause of a violation of the Control Authority's NPDES or TPDES permit or of the prevention of sewage sludge use or

disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act, the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); 40 CFR pt. 503, sludge regulations; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act and 30 TAC 312; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monthly Average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Natural Outlet. Any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

New Source.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act, which will be applicable to the source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially

independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program:

1. Any placement, assembly, or installation of facilities or equipment; or

2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Normal Wastewater. Wastewater which the average concentration of suspended solids and five-day BOD does not exceed 250 mg/l each.

North American Industry Classification System (NAICS). A system used by the Federal Government for collecting and organizing industry-related statistics. The NAICS codes are updated every five years to stay current with industry developments.

Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Control Authority's NPDES or TPDES permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

PH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing the pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

Pretreatment Standards or Standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

Process Wastewater. Water that comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, waste product, or wastewater, and/or as defined in a National Pretreatment Standard.

Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 98-135.

Publicly Owned Treatment Works or POTW. A "treatment works", as defined by Section 212 of the Act (33 U.S.C. § 1292), which is owned by the City and/or the Control Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

Shall is mandatory; *May* is permissive (including lowercase usage of these terms).

Significant Industrial User.

(1) SIUs

(a) A user subject to categorical pretreatment standards; or

(b) A user that:

1. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

2. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

3. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(c) Upon a finding that a user meeting the criteria in Subsection (b) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that the user should not be considered a significant industrial user.

(2) NSCIUs

(a) The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User (NSCIU) rather than a Significant Industrial User (SIU) on a finding of any of the three criteria below:

1. The Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard);

2. The Industrial User is required by a categorical Pretreatment Standard to not discharge categorical wastewater. An Industrial User that meets this criteria shall continue to be prohibited from discharging categorical wastewater; or

3. The Industrial User is subject to numeric categorical Pretreatment Standard(s) and does not discharge categorical wastewater

(b) The following conditions must be met for an Industrial User classified as a NSCIU:

1. The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

2. The Industrial User annually submits the certification statement required in section 98-152 (b) of this article [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and

3. The Industrial User never discharges any untreated concentrated wastewater.

Slug Load or Slug Discharge. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in section 98-135 of this article. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any way violate the POTW's regulations, Local Limits or Permit conditions.

Standard Industrial Classification (SIC) Code. A classification pursuant to the *Standard Industrial Classification Manual* issued by the United States Office of Management and Budget.

Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

Total Toxic Organics or TTO. The sum of the masses or concentration of the toxic organic compounds listed in 40 CFR122 Appendix D, Table 2, excluding pesticides, found in an industrial user's discharge at a concentration greater than 0.01mg/ For categorical SIU's, with categorical TTO monitoring requirements, TTO parameter selection is specific to the federal category.

TPDES. Texas Pollutant Discharge Elimination System permit program of the Texas Commission on Environmental Quality with federal regulatory authority to act on an approved pretreatment program.

User or Industrial User (IU). A source of indirect discharge.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater Treatment Plant or Treatment Plant. The portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

DIVISION 2 - SEWER USE; INDUSTRIAL DISCHARGES

Sec. 98-135 - Prohibited Discharge Standards

(a) *General Prohibitions*. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

Storm water and all other unpolluted drainage shall be discharged to sewers that are specifically designated as storm sewers, or to a natural outlet approved by the Director. No liquid, semi-liquid, ready mixed concrete, mortar, asphalt material, or chemical waste shall be deposited in any area that will drain to the storm sewer or natural outlet.

(b) *Specific Prohibitions*. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

(2) Wastewater having a pH less than 5.5 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment;

(3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, blockage, or damage to the POTW;

(4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(5) Wastewater having a temperature greater than 150°F (65°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference and/or pass through, and in amounts specified in section 98-137.

(7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except at discharge points designated by the Director and in accordance with section 98-146 of this article;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the applicable NPDES or TPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, and unpolluted wastewater, unless specifically authorized by the Director;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;

(14) Medical wastes, except as specifically authorized by the Director, that do not cause or contribute to Pass Through and/or Interference;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

(17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than that specified in the applicable local limits in section 98-137;

(18) A discharge of water, normal domestic wastewater, or industrial waste which in quantity of flow exceeds, for a duration of longer than fifteen minutes, more than four times the average twenty-four hour flow during normal operations of the industry;

(19) Insecticides and herbicides in concentrations that are not amenable to treatment;

(20) Garbage that is not properly shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in wastewater mains, with no particle having greater than one-half (1/2) inch cross-sectional dimension;

(21) Wastewater or industrial waste generated or produced outside the City, unless approval in writing from the Director has been given to the person discharging the waste; or

(22) Without the approval of the Director, a substance or pollutant other than industrial waste, normal domestic wastewater, septic tank waste, or chemical toilet waste that is of a toxic or hazardous nature, regardless of whether or not it is amenable

to treatment, including but not limited to bulk or packaged chemical products.

(c) *Processing and Storage*. Pollutants, substances, or wastewater prohibited by this article shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 98-136. - National Categorical Pretreatment Standards

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

(1) Where a categorical pretreatment standard is expressed in terms of either the mass or the concentration of a pollutant in wastewater, the Director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c)(1).

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Director shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).

(3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the categorical pretreatment standard.

(4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

Sec. 98-137. - Local Discharge Limits

The following pollutant limits are established to protect against pass through and interference and apply at the point where the wastewater is discharged to the POTW. No person shall discharge, or cause or permit to be discharged, wastewater containing in excess of the following instantaneous maximum allowable discharge limits.

(1) Toxic Pollutants specified in the following table:

Toxic Pollutant	Instantaneous Maximum Allowable Discharge Limit (mg/L)
Arsenic	0.2
Cadmium	0.1
Chromium	2.1
Copper	1.8
Cyanide	0.4
Lead	1.2
Mercury	0.06
Molybdenum	0.5
Nickel	3.3
Selenium	0.2
Silver	0.8
Zinc	6.1
Oil and Grease	200
pH	5.5-11.0 S.U.

All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

Sec. 98-138. - City's Right of Revision

The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

Sec. 98-139. - Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

Sec. 98-140. - Plant Loading

No industry shall discharge wastewater containing a BOD or TSS loading that causes the City's prorata share of the total BOD or TSS loading to the POTW system to exceed the City's prorata share of the total flow to the POTW system. (Example: if the City contributes 25% of the total wastewater flow to the System, the City's cumulative BOD or TSS loading to the System, as measured at the City's points of entry to the System, shall not exceed 25% of the total BOD or TSS loading to the System.)

Any industry with a wastewater strength that will cause the City's cumulative wastewater loading, at the City's points of entry, to exceed the City's prorata share of the total wastewater loading based upon flow, shall be required to install pretreatment facilities to reduce its wastewater strength to an acceptable level.

DIVISION 3 – PRETREATMENT OF WASTEWATER

Sec. 98-141. - Pretreatment Facilities; Plans

Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in section 98-135 within the time limitations specified by EPA, the State, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before the facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this article.

Sec. 98-142. - Discharge Flow; Conditions

(a) Whenever deemed necessary, the Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and require such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this article.

(b) The Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

Sec. 98-143. - Grease, Oil, and Sand Interceptors

Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that these interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the Director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at the user's expense.

Sec. 98-144. - Gas Detection Meters and Other Control Devices

Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter or other control device as deemed necessary by the Director.

Sec. 98-145. - Slug Control Plans

(a) The Director shall evaluate whether each permitted significant industrial user needs a slug control plan or other action to control Slug Discharges no later than (1) one year of the SIU determination. The Director may require any user to develop, submit for approval, and implement such a plan. All the activities associated with Slug Control evaluation and results are to be kept in the Industrial User file.

(b) A slug control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the Director and Control Authority of any slug discharge, as required by section 98-167 of this article; and

(4) Procedures to prevent adverse impact from any slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Sec. 98-146. - Hauled Wastewater; Discharge; Permit

(a) Septage waste may be introduced into the POTW only at locations designated by the Director and Control Authority, and at such times as are established by the Director and Control Authority. Such waste shall not violate sections 98-135 – 98-137 or any other requirements established by the City. The Director and/or Control Authority may require septic tank waste haulers to obtain wastewater discharge permits.

(b) Septage waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of generator, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Sec. 98-147. - Best Management Practices

The Director may develop Best Management Practices (BMPs), and require Users to implement such BMPs if necessary to protect the POTW. Such BMPs would be supplemental and not used as a replacement for compliance with Local Limits listed in section 98-137 and Prohibited Discharge Standards in section 98-135.

DIVISION 4 - WASTEWATER DISCHARGE PERMIT

Sec. 98-148. - Wastewater Analysis Required Upon Request

When requested by the Director, a user must submit information on the nature and characteristics of its wastewater by the deadline stipulated. The

Director is authorized to prepare a form for this purpose and may periodically require users to update this information.

Sec. 98-149. - Permit Required

(a) No significant industrial user (SIU) or non-significant categorical industrial user (NSCIU) shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director, who may disallow any or all discharges until a wastewater discharge permit is issued, except that a SIU or a NSCIU that has filed a timely application pursuant to section 98-152 of this article may continue to discharge for the time period specified therein.

(b) The Director may require other users to submit a completed permit application or survey form, including monitoring data, and to obtain wastewater discharge permits as necessary to carry out the purposes of this article. To determine the status of a user in relation to this article, users may be required to perform sampling as specified by the Director.

(c) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions and penalties set out in sections 98-181 - 98-189 and 98-192 of this article. Obtaining a wastewater discharge permit does not relieve a permittee of the obligation to comply with all Federal and State pretreatment standards or requirements with any other requirements of Federal, State, and local law.

Sec. 98-150. - Existing Industrial Users; Permit

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within ninety (90) days after that date, apply to the Director for a wastewater discharge permit in accordance with section 98-152 (a) of this article, and shall not cause or allow discharges to the POTW to continue after ninety (90) days of the effective date of this article except in accordance with a wastewater discharge permit issued by the Director. If, in the Director’s judgment, the passing of the article does not significantly affect the Industrial User’s current permit, then the existing permit may continue through to the expiration date.

Sec. 98-151. - New Industrial Users; Permit

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain that permit prior to the beginning or recommencing of the discharge. An application for this wastewater discharge permit, in accordance with section 98-152 of this article, must be filed prior to the date upon which any discharge will begin or recommence.

Sec. 98-152. - Permit Application; Content; Signatories and Certification

Permit application. All users required to obtain a wastewater discharge permit must submit a permit application.

(a) The Director may require all users to submit as part of an application the following information:

(1) All information required by section 98-162 (b) of this article, including, without limitation, the legal entity name and registered agent's contact information for the proposed permit holder, owner and/or operator, as applicable;

(2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

(3) Number and type of employees, hours of operation, and proposed or actual hours of operation;

(4) Each product produced by type, amount, process or processes, and rate of production;

(5) Type and amount of raw materials processed (average and maximum per day);

(6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

(7) Time and duration of discharges; and

(8) Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(b) Signatories and certification.

(1) An authorized representative of the user must sign all wastewater discharge permit applications, user reports, and enforcement responses. Wastewater discharge permit applications and user reports as identified in 40 CFR §403.12(b), (d), (e), and (h), must contain the following certification statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(2) If the designation of an authorized representative of the user is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Director prior to or together with any reports to be signed by an authorized representative of the user.

(3) A facility determined to be a Non-Significant Categorical Industrial User (NSCIU) by the Director pursuant to section 98-134 of this article must annually submit the signed certification statement signed in accordance with the signatory requirements in section 98-134. This certification must accompany an alternative report required by the Director:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR § ____, I certify, to the best of my knowledge and belief, that during the period from _____, _____ to _____, _____ [months, days, year]:

a. The facility described as _____[facility name] met the definition of a Non-Significant Categorical Industrial as described in section 98-134 of this article; [Note: See 40 CFR § 403.3(v)(2)]

b. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

c. This compliance certification is based on the following information.
"_____"

Sec. 98-153. - Evaluation and Decision

The Director will evaluate the data furnished by the user and may require additional information. Within a reasonable time from receipt of a complete wastewater discharge permit application, the Director will determine whether to issue a wastewater discharge permit. The Director may deny any application for a wastewater discharge permit.

Sec. 98-154. - Permit Duration

A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

Sec. 98-155. - Permit Content; Conditions

(a) A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(b) Wastewater discharge permits must contain:

(1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;

(2) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with section 98-157 of this article, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

(3) Effluent limits including Best Management Practices based on applicable pretreatment standards;

(4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements including those for BMPs. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;

(5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law; and

(6) Requirements to control Slug Discharge, if determined by the Director to be necessary.

(c) Wastewater discharge permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit;

(8) Requirements to implement BMPs, if determined by the Director to be necessary; and

(9) Other conditions as deemed appropriate by the Director to ensure compliance with this article, and State and Federal laws, rules, and regulations.

Sec. 98-156. - Permit Modification

The Director may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(a) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

(b) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the wastewater discharge permit issuance;

(c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(d) Information indicating that the permitted discharge poses a threat to the POTW, POTW personnel, or the receiving waters;

(e) Violation of any terms or conditions of the wastewater discharge permit;

(f) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(g) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR § 403.13;

(h) To correct typographical or other errors in the wastewater discharge permit; or

(i) To reflect a transfer of the facility ownership or operation to a new owner or operator.

Sec. 98-157. - Permit Transfer; Notice and Approval

A. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives a minimum of sixty (60) days advance written notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

(1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

B. The Director may require any other information as may be deemed necessary by the Director to evaluate the wastewater discharge permit transfer.

C. Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Sec. 98-158 - Permit Revocation

(a). The Director may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Director of significant or material changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the Director of changed conditions pursuant to section 98-166 of this article;

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(4) Falsifying self-monitoring reports;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the Director timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility, including transfer to an affiliated business or entity; or

(13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

(b). Wastewater discharge permits shall be voidable upon cessation of operations (regardless of duration) or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

Sec. 98-159. - Permit Reissuance

A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with section 98-152 (A) of this article, a minimum of sixty (60) days prior to the expiration of the user's existing wastewater discharge permit.

Sec. 98-160. - Regulation of Waste Received from Other Jurisdictions

(a) A municipality which contributes wastewater to the POTW, shall enter into an interlocal agreement with the City prior to contributing such wastewater.

(b) Prior to the City entering into an interlocal agreement as provided in subsection A, the City may request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;

(2) An inventory of all users located within the contributing municipality that are discharging to the POTW; and

(3) Such other information as the City, including the Director, may deem necessary.

Sec. 98-161. - Extrajurisdictional Users

(a) An extrajurisdictional user shall apply for a permit in accordance with this article at least ninety (90) days prior to discharging to the POTW.

(b) This section does not apply to extrajurisdictional users in jurisdictions which have an agreement with the City pursuant to section 98-160 of this article.

(c) A wastewater discharge permit issued to an extrajurisdictional user shall be in the form of a contract, and must include, at a minimum, the components found in 40 CFR § 403.8(f)(1)(iii) and shall require the approval of the City Council. An extrajurisdictional user shall agree to all the terms of this article and the terms of its wastewater discharging contract in accordance with the procedures set forth in section 98-155 of this article prior to discharging into the POTW.

DIVISION 5 - COMPLIANCE MONITORING; REPORTING REQUIREMENTS

Sec. 98-162. - Baseline Monitoring Reports

(a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR § 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that will become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Director a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(b) Users described above shall submit the information set forth below.

(1) Identifying Information. The name, address, and contact information for the facility, including the full legal name of both the operator and owner.

(2) Environmental Permits. A list of any environmental control permits held by or for the facility.

(3) Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications and/or North American Industry Classifications

(NAICS) of the operation(s) carried out by the user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(4) Flow measurement. Information showing the measured or estimated average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR § 403.6(e).

(5) Measurement of Pollutants.

a. The categorical pretreatment standards applicable to each regulated process (and any new categorically regulated processes for Existing Sources.)

b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Director, of regulated pollutants in the discharge from each regulated process.

c. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.

d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 98-171 of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.

e. If discharge flow conditions are representative of daily operations, the User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this section. The Director may require additional representative sampling to be conducted.

f. Representative samples should be taken immediately downstream from pretreatment facilities if such exist or

immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR § 304.6(e) to evaluate compliance with Pretreatment Standards.

g. The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

h. The baseline report shall indicate the time, date and place of sampling and method of analysis, and shall certify that such sampling and analysis is representative of normal work cycle and expected pollutant discharges to the POTW.

i. Sampling must be performed in accordance with procedures set out in section 98-172 of this article.

(6) Certification. A statement, reviewed by the user's authorized representative of the user and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment are required to meet the pretreatment standards and requirements.

(7) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide the additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 98-163 of this article.

(8) Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with section 98-152 (b) of this article.

Sec. 98-163. - Compliance Schedule; Progress Reports

The following conditions shall apply to the compliance schedule required by section 98-162 (b)(7) of this article:

(a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(b) No increment referred to above shall exceed nine (9) months;

(c) The user shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, at a minimum, whether it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

(d) In no event shall more than nine (9) months elapse between the submission of progress reports to the Director.

Sec. 98-164. - Categorical Pretreatment Standards; Compliance Reports

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to those pretreatment standards and requirements shall submit to the Director a report containing the information described in section 98-162 (b)(4-6) of this article. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR § 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. In cases where the Categorical Pretreatment Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the applicable Categorical Pretreatment Standard necessary to determine the compliance status of the User. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge

per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 98-152 (b) of this article. All sampling will be done in conformance with section 98-172 of the article.

Sec. 98-165. - Periodic Compliance Reports

(a) All significant industrial users shall, at a frequency determined by the Director but in no case less than twice per year, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Categorical Pretreatment Standard or the Director requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Categorical Pretreatment Standard necessary to determine the compliance status of the User. All periodic compliance reports must be signed and certified in accordance with section 98-152 (b) of this article.

(b) All Non-significant Categorical Industrial Users (NSCIUs) shall submit a report annually in the month specified by the Director. The report shall be completed according to the City's current reporting requirements, including the submittal of the applicable certification statement found in section 98-152 (b)(3) of this article.

(c) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(d) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Director, using the procedures prescribed in section 98-172 of this article, the results of this monitoring shall be included in the report.

Sec. 98-166 - Changed Conditions; Notices

(a) Each user must notify the Director and the Control Authority of any planned significant or material changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater a minimum of thirty (30) days prior to the change.

(b) The Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 98-152 (a) of this article.

(c) The Director may issue a wastewater discharge permit under section 98-153 of this article or modify an existing wastewater discharge permit under section 98-156 of this article in response to changed conditions or anticipated changed conditions.

(d) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20% or greater, and the discharge of any previously unreported pollutants that are determined to be of concern.

Sec. 98-167. - Accidental Discharge or Potential Problems; Report; Liability

(a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the City and the Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(b) Within five (5) days following that discharge, the user shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall this notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.

(c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(d) Significant Industrial Users are required to notify the Director immediately of any changes at their facilities affecting the potential for a Slug Discharge.

Sec. 98-168. - Users Without Permit; Required Reports

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Director as the Director may require.

Sec. 98-169. - Notice of Violation; Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the user must notify the Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. The user is not required to resample if the Director monitors at the user's facility at least once a month, or if the Director samples between the user's initial sampling and when the user receives the results of this sampling or if the Director has performed the sampling and analysis in lieu of the user.

Sec. 98-170. - Hazardous Waste Discharge; Notification

(a) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR § 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR § 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and

concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this division need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under section 98-166 of this article. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of sections 98-162, 98-164, and 98-165 of this article.

(b) Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR §§ 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR §§ 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(c) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the Director, the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of that substance within ninety (90) days of the effective date of such regulations.

(d) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

Sec. 98-171. - Analytical and Sampling Standards

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR § 136, and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR § 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question sampling and analyses shall be performed by using validated analytical methods or any applicable sampling and analytical procedures, including procedures suggested by the Director, the EPA, TCEQ, or other parties approved by EPA.

Sec. 98-172. - Sample Collection Techniques

(a) Except as indicated in paragraphs B and C of this section, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(b) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(c) For sampling required in support of baseline monitoring and 90-day compliance reports required in sections 98-162 and 98-164 [40 CFR § 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling

data does not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by section 98-165 (40 CFR §§ 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

Sec. 98-173. - Submission Date

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec. 98-174. - Records Retention

Users subject to the reporting requirements of this chapter shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established in this article. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of the analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Director.

DIVISION 6 – ADMINISTRATION AND ENFORCEMENT

Sec. 98-175. - Right of Entry: Inspection and Sampling

(a) The Director and/or the Control Authority, TCEQ, or EPA or their designated representative(s) shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued hereunder. Users shall allow the inspecting or sampling person(s) ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(b) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, City, Control Authority, TCEQ, or EPA personnel will be permitted to enter without delay for the purposes of performing specific responsibilities.

(c) The Director and/or Control Authority shall have the right to set up on the user's property, or require installation of such devices as are necessary, to conduct sampling and metering of the user's operations. All sampling and analysis performed by the City and/or Control Authority to monitor compliance shall be at the expense of the industrial user.

(d) The Director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated, at a minimum, annually to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Director and shall not be replaced. The costs of clearing the access shall be borne by the user.

(f) Unreasonable delays in allowing an inspecting or sampling person access to the user's premises shall be a violation of this article.

(g) In accordance with 40 CFR § 403, the City shall inspect and monitor each Significant Industrial User a minimum of once per year. If the City elects to perform compliance monitoring for the Significant Industrial User then the City will monitor the industry a minimum of semiannually.

(h) The City shall inspect each NSCIU a minimum of once per year. If the City elects to perform compliance monitoring for the NSCIU then the City will monitor the industry a minimum of one time each permit cycle.

Sec. 98-176. - Search Warrants

If the Director and/or Control Authority has been refused or denied access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Director and/or Control Authority may seek issuance of a search warrant from an appropriate court or judicial officer.

Sec. 98-177. - Confidential Information

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the City or Control Authority, that the release of that information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that the information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall only be available pursuant to the requirements of the Texas Public Information Act, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES or TPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics, and other effluent data as defined by 40 CFR § 2.302, will not be recognized as confidential information and will be available to the public without restriction.

Sec. 98-178. - Publication of Users in Significant Noncompliance

(a) The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements.

(b) The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (3), (4), or (8) of this paragraph) and shall mean:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in sections 98-135 – 98-140;

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by sections 98-135 - 98-140 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by sections 98-135 – 98-140 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard

deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 98-179. - Notification of Violation; User Plan of Action

When the Director finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may serve upon that user a written Notice of Violation. Within the time frame specified in this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Director. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

Sec. 98-180. - Consent Order

The Director may enter into a Consent Order, assurance of compliance, or a similar document establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to sections 98-182 and 98-183 of this article and shall be judicially enforceable. Issuance of a consent order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 98-181. - Show Cause Hearing

The Director may order a user which has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Director and show cause why the proposed enforcement action

should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

Sec. 98-182. - Compliance Orders

When the Director finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement; nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

Sec. 98-183. - Cease-and-Desist Orders

(a) When the Director finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened

violation, including halting operations and/or terminating the discharge.

(b) Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

Sec. 98-184. - Emergency Suspension of Discharge

(a) The Director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in Section 98-185 of this article are initiated against the user.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director prior to the date of any show cause or termination hearing under Sections 98-181 or 98-185 of this article.

(b) Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Sec. 98-185. - Termination of Discharge

(a) In addition to the provisions in section 98-158 of this article, any user who violates the following conditions is subject to discharge termination:

(1) Violation of wastewater discharge permit conditions;

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

(3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

(4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the pretreatment standards in sections 98-135 – 98-140 of this article.

(b) Such users will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under section 98-181 of this article why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the user.

Sec. 98-186. - Injunctive Relief

When the Director finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Director may petition a court of competent jurisdiction through the City Attorney for the issuance of a temporary restraining order and temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the user. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Sec. 98-187. - Remedies Not Exclusive

The remedies provided for in this article are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Director may take other action against any user when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant user.

Sec. 98-188. - Applicability of More Stringent Regulations

(a) More Stringent Discharge Limits. If national pretreatment standards, categorical or otherwise, more stringent than the discharge limits prescribed in this article are promulgated by the United States Environmental Protection Agency for certain industries, the more stringent national pretreatment standards will apply to the affected industrial user. A violation of the more stringent national pretreatment standards will also be considered a violation of this article.

(b) Applicability of More Stringent Discharge Limits. An industrial user within the city who discharges industrial waste ultimately received and treated by another governmental entity pursuant to a wholesale wastewater contract or a reciprocal agreement with the city is subject to the following additional rules:

(1) If the governmental entity has more stringent discharge limits than those prescribed by this article, or by a discharge permit issued hereunder, because the United States Environmental Protection Agency requires the more stringent discharge limits as part of the governmental entity's wastewater pretreatment program, the more stringent discharge limits shall prevail.

(2) The Director is authorized to issue a discharge permit to an industrial user affected by Subsection (1), to ensure notice of and compliance with the more stringent discharge limits. If the industrial user already has a discharge permit, the Director may amend the permit to apply and enforce the more stringent discharge limits. An industrial user shall submit to the Director an expected compliance date and an installation schedule if the more stringent discharge limits necessitate technological or

mechanical adjustments to discharge facilities or plant processes.

(3) If the Director chooses not to issue or amend a permit under Subsection (2), the Director shall notify the affected industrial user in writing of the more stringent discharge limits and their effective date. Regardless of whether or not a permit is issued or amended, an industrial user shall be given a reasonable opportunity to comply with the more stringent discharge limits.

(4) The more stringent discharge limits cease to apply upon termination of the City's wholesale wastewater contract or reciprocal agreement with the governmental entity, or upon modification or elimination of the limits by the government entity or the United States Environmental Protection Agency. The Director shall take the appropriate action to notify the affected industrial user of an occurrence under this Subsection (4).

(c) Variances in Compliance Dates. The Director may grant a variance in compliance dates to an industry when, in the Director's opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the Director grant a variance in compliance dates to an industry affected by national categorical pretreatment standards beyond the compliance dates established by the United States Environmental Protection Agency.

(d) Authority to Regulate. The Director may establish regulations, not in conflict with this article or other laws, to control the disposal and discharge of industrial waste into the wastewater system and to ensure compliance with the City's pretreatment enforcement program with all applicable pretreatment regulations promulgated by the United States Environmental Protection Agency. The regulations established shall, where applicable, be made part of any discharge permit issued to an industrial user by the Director.

Sec. 98-189. - Affirmative Defenses to Discharge Violations

(a) Act of God provision

(1) An event that would otherwise be a violation that is caused solely by an act of God, war, strike, riot, or other catastrophe is not a violation.

(2) In an enforcement proceeding, the user seeking to establish the occurrence of an act of God, war, strike, riot, or other catastrophe shall have the burden of proof.

(3) In the event that an act of God, war, strike, riot, or other catastrophe has been established, the user shall control production of all discharges to the greatest extent possible until such time as the reduction, loss, or failure of its treatment facility is restored or an alternative method of treatment is provided. The user's obligations under this subsection (3) shall at all times include the duty to remedy and/or mitigate the reduction, loss, or failure to the greatest extent possible.

(b) Bypass

(1) For the purpose of this section:

a. "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.

b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (3) and (4) of this paragraph.

(3) Bypass Notifications

a. If a user knows in advance of the need for a bypass, it shall submit prior notice to the Director at least ten (10) days before the date of the bypass, if possible.

b. A user shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours

from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass

a. Bypass is prohibited, and the Director may take an enforcement action against a user for a bypass, unless:

1. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The user submitted notices as required under subsection (3) of this paragraph.

b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in subsection (4)(a) of this paragraph.

Sec. 98-190. - Pretreatment Charges and Fees; Surcharges

(a) The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's pretreatment program, which may include:

(1) Fees for wastewater discharge permit applications including the cost of processing the applications;

(2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;

(3) Fees for reviewing and responding to accidental discharge procedures and construction;

(4) Fees for filing appeals;

(5) Recovery of administrative and legal costs associated with enforcement activity taken by the Director to address industrial user noncompliance.

(6) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City;

(7) Fees for treating abnormal strength wastes; and

(8) Fees incurred from an upset, bypass, or unauthorized discharge.

(b) Surcharge

The City may surcharge industrial users for the treatment of abnormal strength wastes. Water or wastes having (1) a five-day biochemical oxygen demand greater than two hundred fifty (250) parts per million (ppm) by weight, or (2) containing more than two hundred fifty (250) parts per million by weight of total suspended solids, shall be subject to the review and approval of the Director. Where the Director has approved the admission of (1) and/or (2) above into the POTW, that discharge may be subject to a surcharge as determined by the Director. In no case shall a discharge be

accepted that will prevent the POTW from meeting its NPDES or TPDES limits.

(1) The surcharge will be assessed according to the following formula each month using the most current pollutant concentration data and the current month's wastewater flow:

Surcharge = __ Q x [a(BOD−x)+ b (TSS – y)][8.34]_ 1,000,000

Where:

Q = flow in gallons
8.34 = weight in pounds of one gallon of water
x = normal limits of BOD in domestic wastewater expressed in milligrams per liter
y = normal limits of TSS in domestic wastewater expressed in milligrams per liter
a = unit cost of treatment per pound of BOD
b = unit cost of treatment per pound of TSS

(2) A surcharge is an additional charge by the POTW for the increased cost of handling discharge of unusual strength and character and shall not serve as a variance to the requirements of this article. Exercise of this provision shall not be a bar to, or a prerequisite for, taking any other action against the user.

Sec. 98-191. - Severability

If any provision of this article is invalidated, by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Sec. 98-192. - Penalty

(a) Civil Penalties

(1) A user who has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, shall be liable to the City for a maximum civil penalty of One Thousand Dollars ($1,000) per violation, per day. In the case of a monthly or other long-term average discharge limit,

penalties shall accrue for each day during the period of the violation.

(2) The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Criminal Prosecution

(1) A user who violates intentionally, knowingly, recklessly, or negligently any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than Two Thousand Dollars ($2,000) per violation, per day.

(2) A user who intentionally, knowingly, recklessly, or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to the same penalties described in section 98-192 (b)(1) of this article. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

(3) A user who makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this

chapter shall, upon conviction, be subject to the same penalties described in division section 98-192 (b)(1) of this article.

(4) CRIMINAL RESPONSIBILITY. A person is criminally responsible for a violation of this article if that person intentionally, knowingly, recklessly, or negligently:

a. Commits or assists in the commission of a violation, or causes or permits another person to commit a violation, of this article; or

b. Owns or manages the property or facilities determined to be the cause of the illegal discharge under sections 98-135, 98-136, 98-137, 98-146, or 98-149.

Sec. 3. THAT Ordinance O-03-1993 is hereby repealed in its entirety, except that such repeal shall not affect, limit or excuse the violation or enforcement of a violation of Ordinance O-24-2299 arising prior to the effective date hereof.

THAT this ordinance shall be cumulative of all provisions of the ordinances of the City of Colleyville, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such, in which event the conflicting provisions of such ordinances or articles are hereby repealed.

Sec. 4. THAT it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section. It is not the intention of this ordinance to conflict in any way with the Plumbing License Law of Texas.

Sec. 5. THAT any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be

fined not more than Two Thousand Dollars ($2,000.00) for all violations involving zoning, fire safety or public health and sanitation, including dumping or refuse, and shall be fined not more than Five Hundred Dollars ($500.00) for all other violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

Sec. 6. THAT all rights and remedies of the City of Colleyville are expressly saved as to any and all violations of the provisions of any ordinances affecting the installation and maintenance of systems which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

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

The second reading and public hearing being conducted on the 15th day of October 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF OCTOBER 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 7a **Agenda Date** 10/15/2024 **Number** Resolution R-24-4978
Type Resolution
Department Community Development

Title
Consideration of a variance to the required rear yard setback of the R-20 Single-Family Residential district on Lot 13, Block B, Preston Manor Addition, located at 5914 Preston Way, Case VC24-008

Explanation
Reading and Public Hearing

Couto Homes, the applicant, has submitted a request for a variance to the provisions of Section 3.24. G Schedule of District Regulations of the Land Development Code, specifically to the rear yard setback in the R-20 Single-Family Residential zoning district. The request is to allow a new home to be built and encroach into the rear yard.

Existing Conditions/Background: The subject property, 5914 Preston Way, has R-20 zoning and is located west of the intersection of Bransford Road and Shelton Drive. The subject property is planned for a new single-family residence within the Preston Manor subdivision.

Requested Variance: The applicant is requesting a variance to the rear yard setback. The lot is irregularly shaped and backs to the railroad.

Section 3.12 R-20 Single-Family Residential District

F. Single-Family Residential Uses – When a property with R-10 zoning is developed with a single-family residential use, the property shall conform to the standards of the R-20 Single Family Residential zoning district.

Section 3.24.G Schedule of District Regulations: R-20 district standards

Minimum Lot Size	20,000 square feet	
Minimum Lot Width	100 feet	
Minimum Lot Depth	125 feet	
Front/Street Side Building Line	30 feet	
Side Building Line	10 feet	
Rear Building Line	25 feet	9 feet 3 Inches requested
Max. Lot Coverage	30%	
Max. Impervious Coverage	60%	

Analysis: The subject property is requesting to have a variance to the rear yard setback to allow for a new single-family home. The lot is irregularly shaped and backs to the railroad line. The request is to encroach into the required rear yard setback of 25 feet by 15’7”. The proposed rear setback is 9’3”.

Plat Status: The property is currently platted as Lot 13, Block B, of the Preston Manor Addition.

DRC Review: The Development Review Committee (DRC) reviewed the request at their September 23, 2024 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: NA

Surrounding Development: The properties to the east and south are zoned R-20 and contain single-family residential development. The property to the north and west is the railroad line.

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

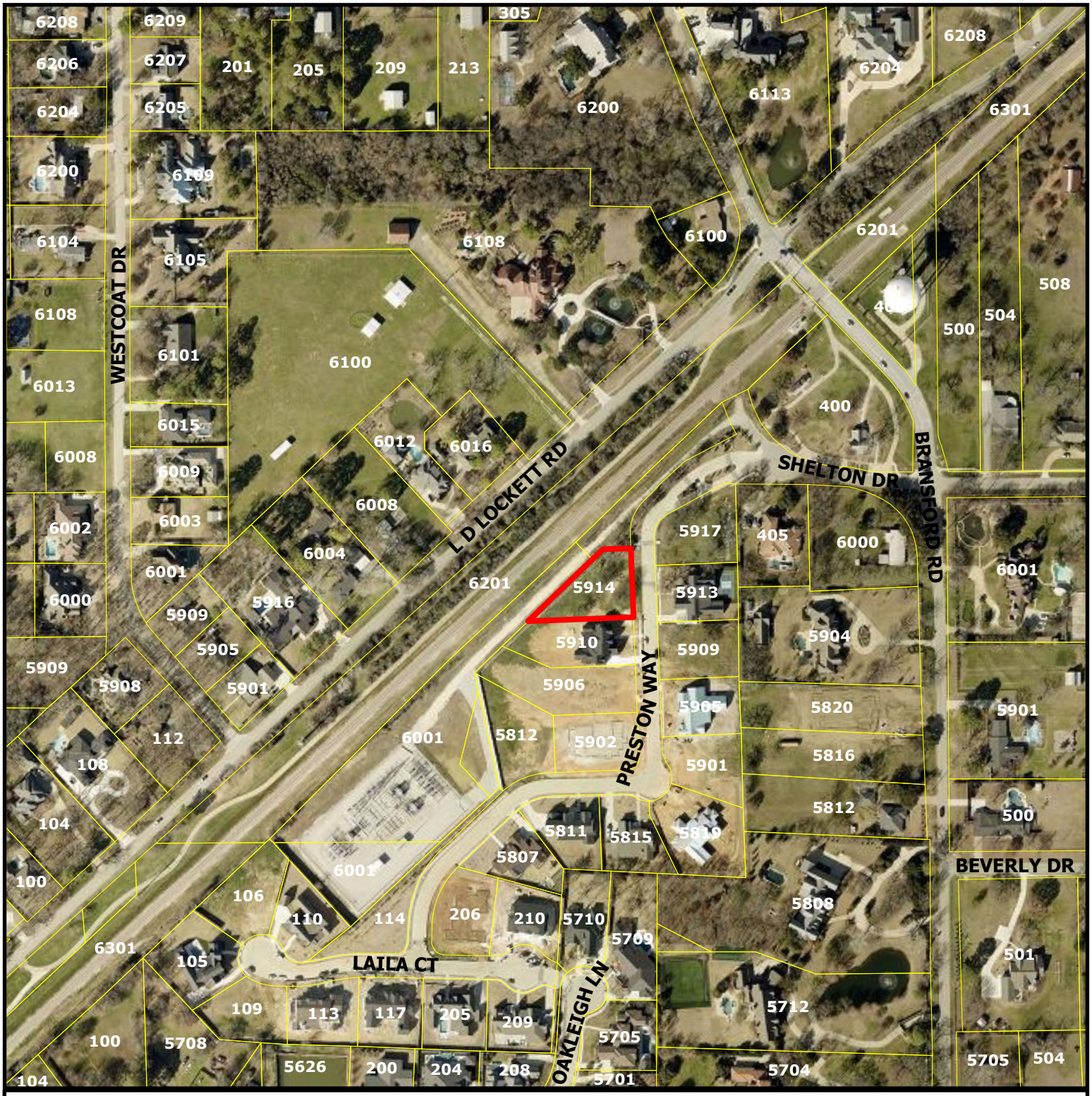
Staff Recommendation: Staff recommends denial due to technical non-compliance.

Financial Impact
There is no financial impact to the City.

Recommendation
Denial

Attachments
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Notification Map
7. Notification List
8. Notification Letter
9. Resolution R-24-4978

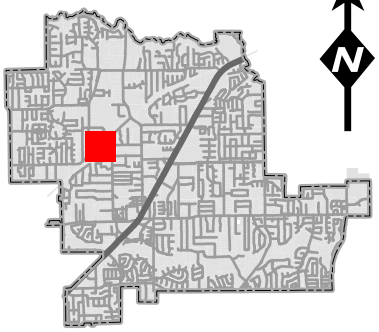
Aerial Map



CITY OF COLLEYVILLE TEXAS

VC24-008

5914 Preston Way



Subject Property

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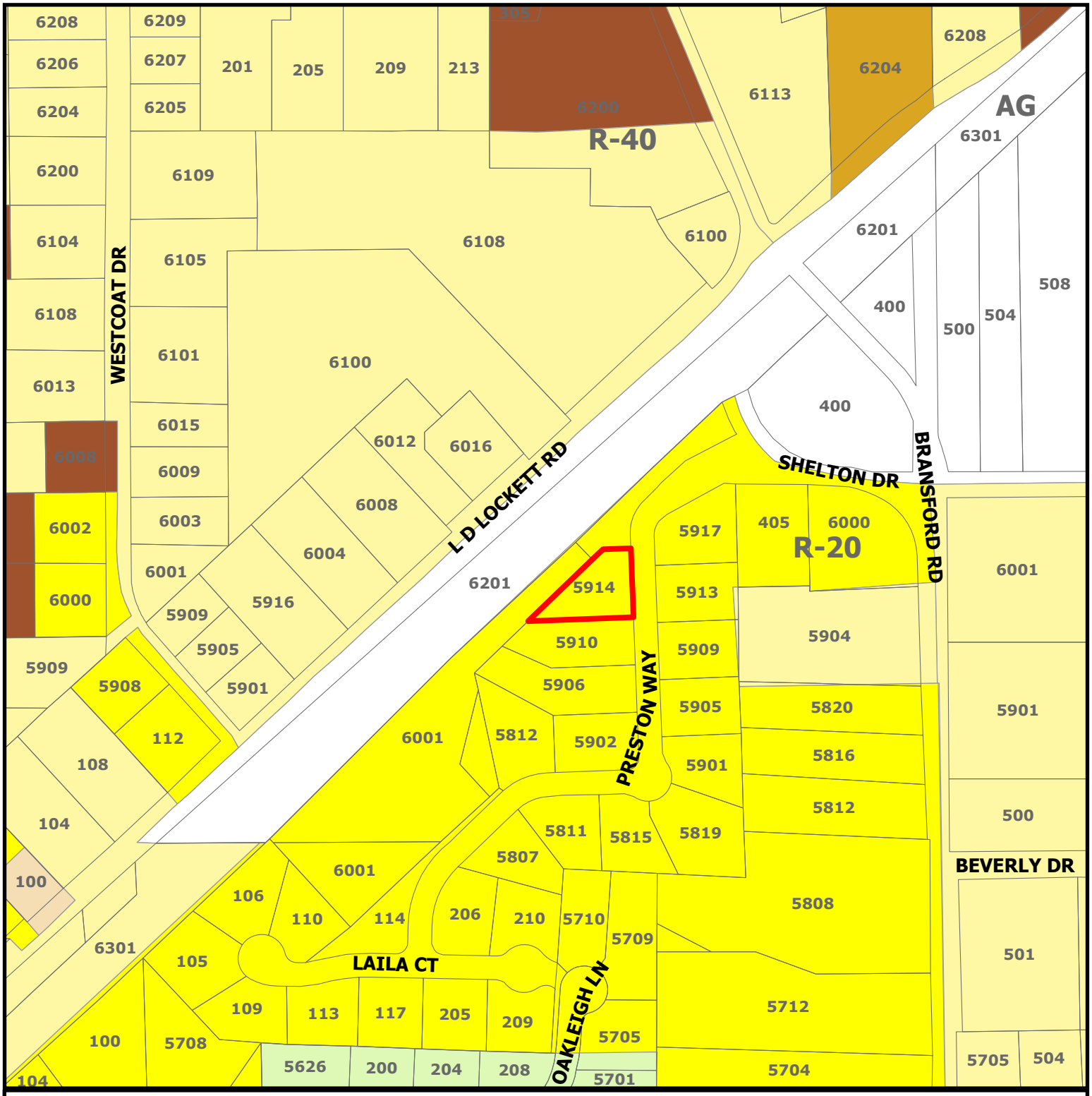
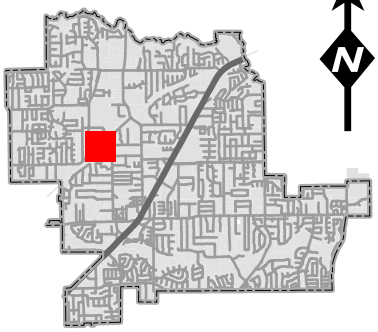
Zoning Map



CITY OF COLLEYVILLE TEXAS

VC24-008

5914 Preston Way



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Subject Property

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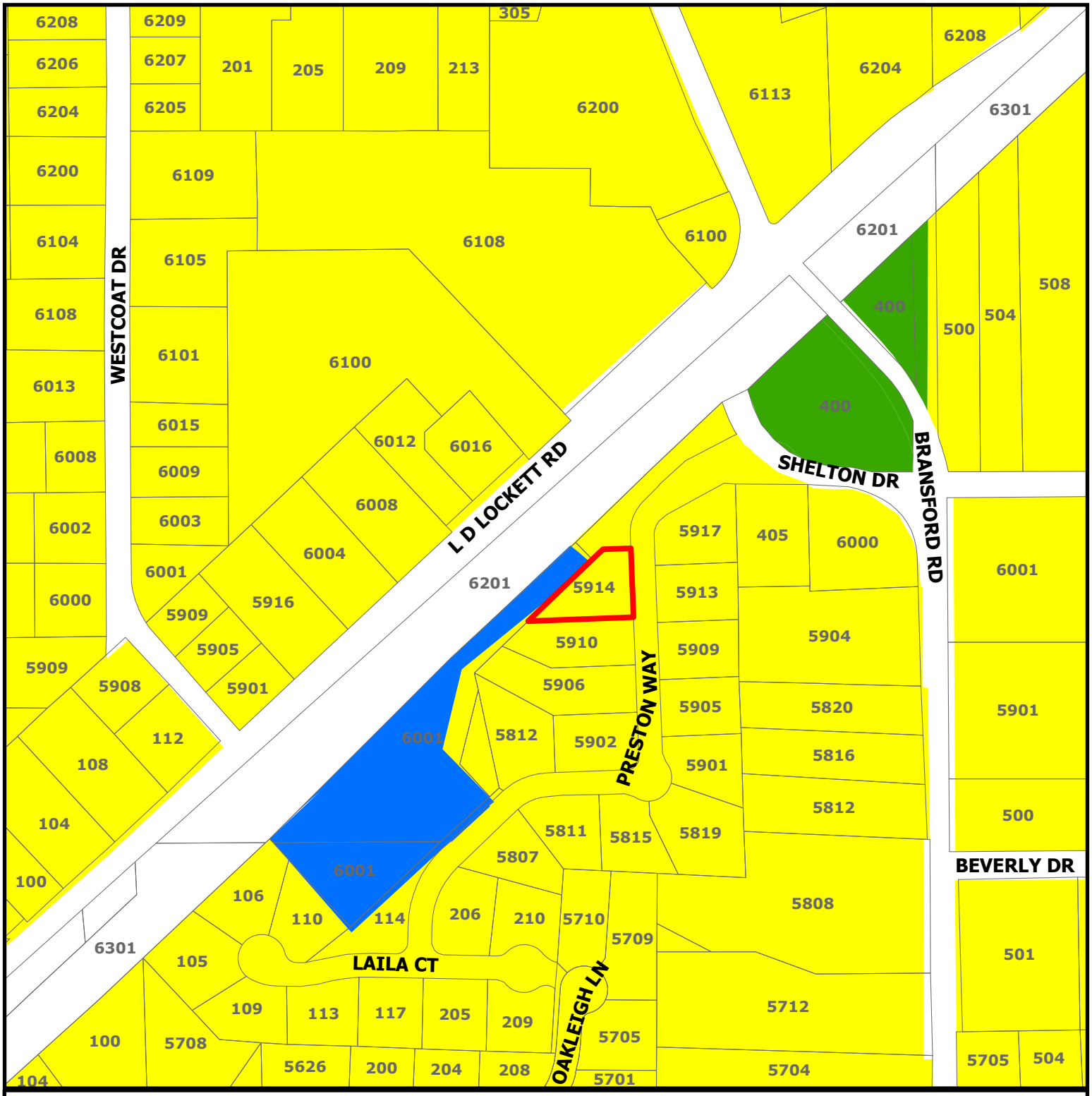
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

VC24-008

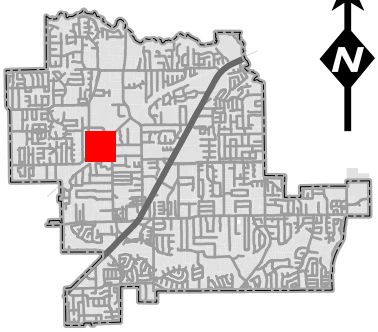
5914 Preston Way

Residential

Institutional

Open Space; Parks

Subject Property



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COUTO HOMES

LUXURY DESIGN. *Family* APPEAL.

Dear the City of Colleyville,

I am writing to formally request a variance for the construction of a home on 5914 Preston Way. Due to the unique dimensions and size of the lot, the proposed placement of the house slightly exceeds the established build line. Unfortunately, this is the only viable option for constructing the home on the property.

We have thoroughly reviewed all possible placement alternatives, but based on the lot's layout, this placement is necessary to ensure the home fits appropriately while maintaining compliance with other regulations and drainage concerns.

We greatly appreciate your consideration of this request and are happy to provide any additional information or documentation that may assist in the review process. We are looking forward to moving this project forward as quickly and smoothly as possible.

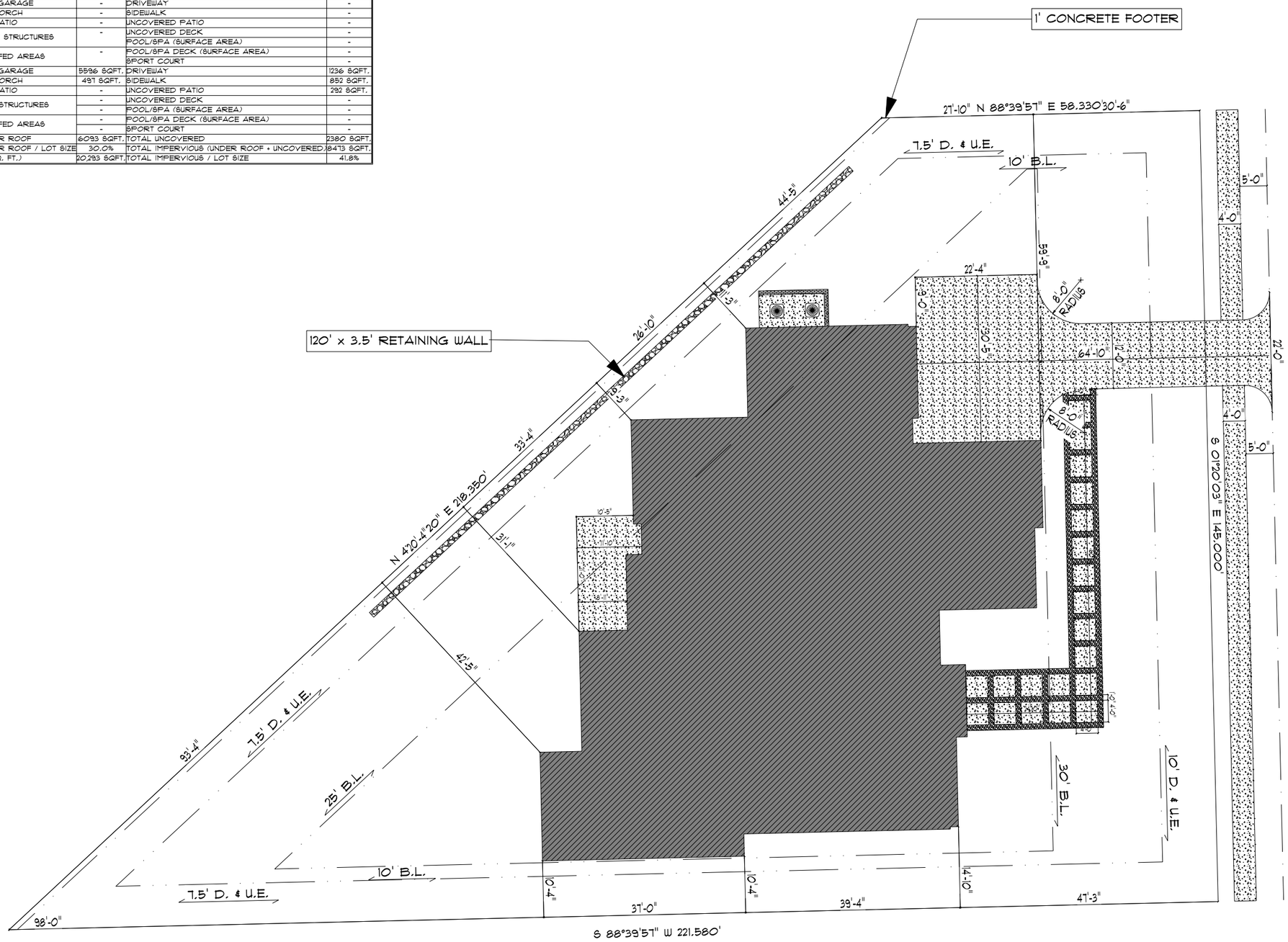
Thank you,

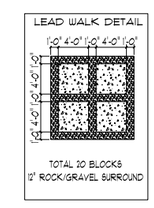
Stacey Whidden
Permitting Coordinator, Couto Homes, Inc.

3200 E. HWY 377 GRANBURY, TX 76049
(817) 579-6600
COUTOHOMES.COM

DocuSign Envelope ID: 991BA153-1C8C-45D7-89EA-04EB62C1335D

IMPERVIOUS COVERAGE				
	BUILDING SQUARE FOOT		PAVED + POOL/SPA SQUARE FOOT	
EXISTING	DWELLING + GARAGE	-	DRIVEWAY	-
	COVERED PORCH	-	SIDEWALK	-
	COVERED PATIO	-	UNCOVERED PATIO	-
	ACCESSORY STRUCTURES	-	UNCOVERED DECK	-
			POOL/SPA (SURFACE AREA)	-
	OTHER ROOFED AREAS	-	POOL/SPA DECK (SURFACE AREA)	-
			SPORT COURT	-
NEW	DWELLING + GARAGE	5596 SQFT.	DRIVEWAY	1236 SQFT.
	COVERED PORCH	491 SQFT.	SIDEWALK	852 SQFT.
	COVERED PATIO	-	UNCOVERED PATIO	292 SQFT.
	ACCESORY STRUCTURES	-	UNCOVERED DECK	-
		-	POOL/SPA (SURFACE AREA)	-
	OTHER ROOFED AREAS	-	POOL/SPA DECK (SURFACE AREA)	-
		-	SPORT COURT	-
TOTALS	TOTAL UNDER ROOF	6093 SQFT.	TOTAL UNCOVERED	2380 SQFT.
	TOTAL UNDER ROOF / LOT SIZE	30.0%	TOTAL IMPERVIOUS (UNDER ROOF + UNCOVERED)	8473 SQFT.
	LOT SIZE (SQ. FT.)	20,293 SQFT.	TOTAL IMPERVIOUS / LOT SIZE	41.8%





PRESTON WAY

PAGE: S-1

LEGAL:
LOT 13, BLOCK B
PRESTON MANOR ADDITION
TARRANT COUNTY

ADDRESS:
5914 PRESTON WAY
COLLEYVILLE, TX. 76034

SCHURMAN RESIDENCE

SCALE: 1" = 20'

REVISED BY: N.E.R.

DATE: 5 - 16 - 24

STRUCTURE TYPE:
SINGLE FAMILY HOME

TOTAL SLAB: 6093 SQFT.

FLATWORK: 2380 SQFT.

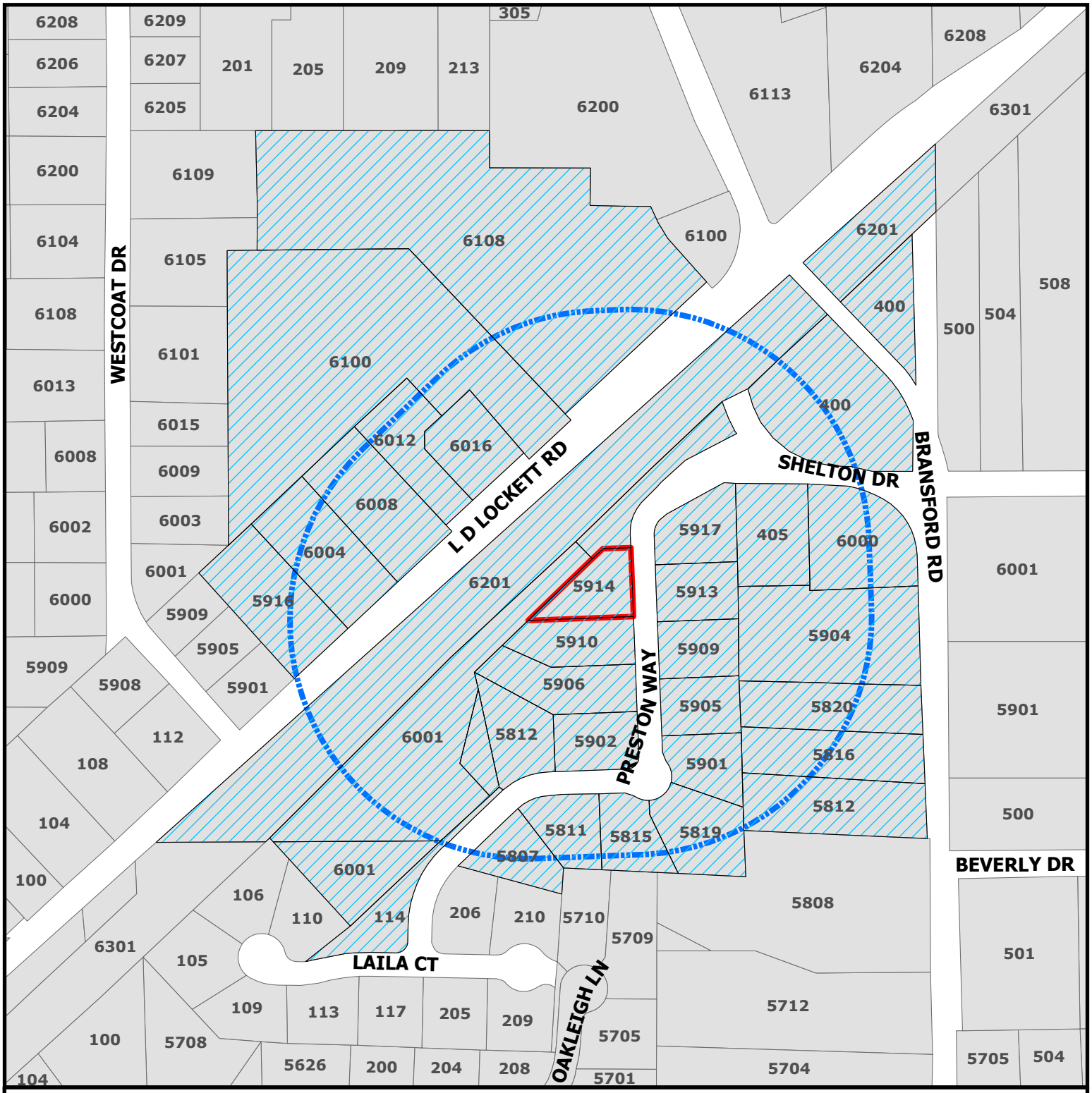
COUTO HOMES, INC.
3200 EAST HIGHWAY 377
GRANBURY, TX 76049

PHONE: (817) 579-6600
FAX: (817) 579-6604
INFO@COUTOHOMES.COM

DS kj

DS DS

Notification Map



CITY OF COLLEYVILLE TEXAS

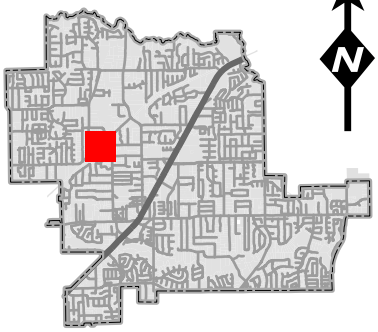
VC24-008

5914 Preston Way

Parcels to be notified

Buffer

Subject Property



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OBJECTID	Owner_Name	Owner_Addr	Owner_City
1	RANDY IS DANDY LLC	5318 BRANSFORD RD	COLLEYVILLE, TX
2	COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
3	DIQUINZIO, LORRAINE H	608 EUDALY DR	COLLEYVILLE, TX
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6	PUEBLO, VANGE L	516 EUDALY DR	COLLEYVILLE, TX
7	DALTON, JOEL W	512 EUDALY DR	COLLEYVILLE, TX
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46	GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX

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76034	504 EUDALY DR
76034	500 EUDALY DR
76513	509 HILLSIDE RD
76034	515 HILLSIDE RD
76034	517 HILLSIDE RD
76034	601 HILLSIDE RD
76034	605 EUDALY DR
76034	501 EUDALY DR
76034	613 EUDALY DR
76034	505 EUDALY DR
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76092	501 FIELD ST
76034	605 FIELD ST
76034	607 FIELD ST
76034	611 FIELD ST
76034	503 FIELD ST
76034	505 FIELD ST
76034	509 FIELD ST
76034	511 FIELD ST
76034	513 FIELD ST
76034	515 FIELD ST
76034	601 FIELD ST
89145	603 FIELD ST
76034	COURTESY NOTICE
76051	STATE REQUIRED

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

City Council Meeting: Tuesday October 15, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a variance to the required rear setback for Lot 13, Block B, Preston Manor Addition. The purpose of the variance is to allow for a new single family home to be built within the rear setback. The applicant requests to reduce the rear setback from 25 feet to approximately 9 feet.
Zoning Case:	VC24-008
Applicant:	Couto Home, INC
Owner:	Derek Schurman
Location:	5914 Preston Way
Property Description:	Lot 13, Block B, Preston Manor Addition
Present Zoning:	R-20, Single Family Residential

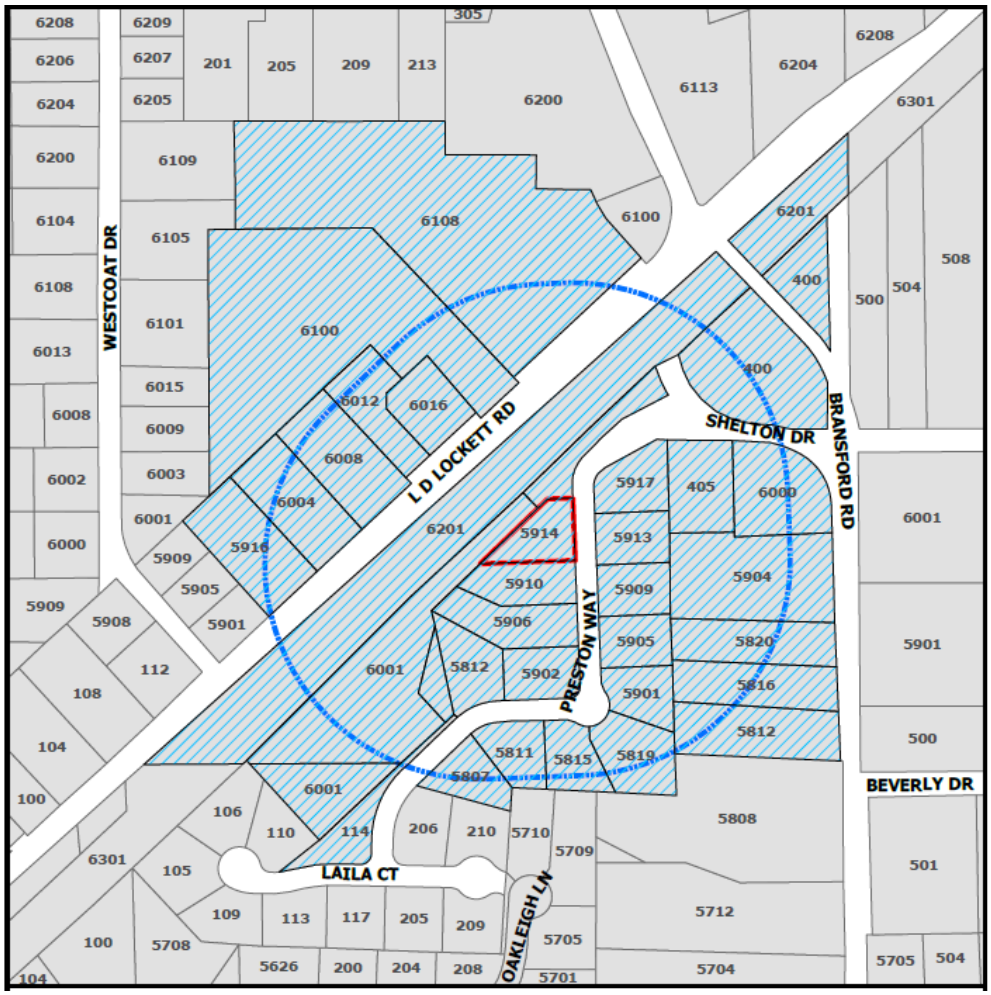
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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



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 case number when requesting information.

Kris Potts

Kristopher Potts
Planner

RESOLUTION R-24-4978

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO SECTION 3.24. G, SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR THE REAR YARD SETBACK, IN THE R-20 SINGLE-FAMILY RESIDENTIAL DISTRICT, FOR LOT 13, BLOCK B, PRESTON MANOR ADDITION, LOCATED AT 5914 PRESTON WAY

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

Sec. 1. THAT the variance to allow for the rear yard setback to be approximately 9'3" in the R-20 Single-Family Residential district located at 5914 Preston Way (the "Property"), as depicted in Exhibit "A" hereto, is approved.

Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, ON THIS THE 15TH DAY OF OCTOBER 2024.

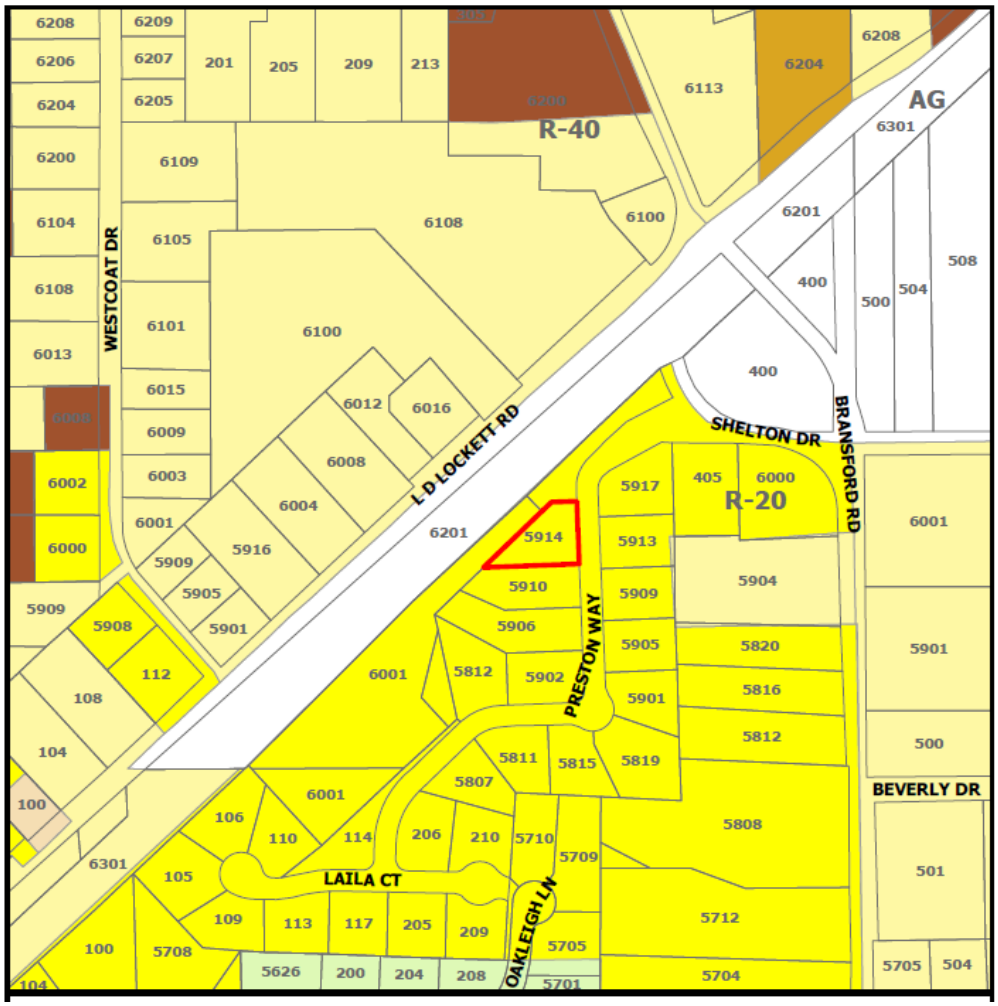
Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

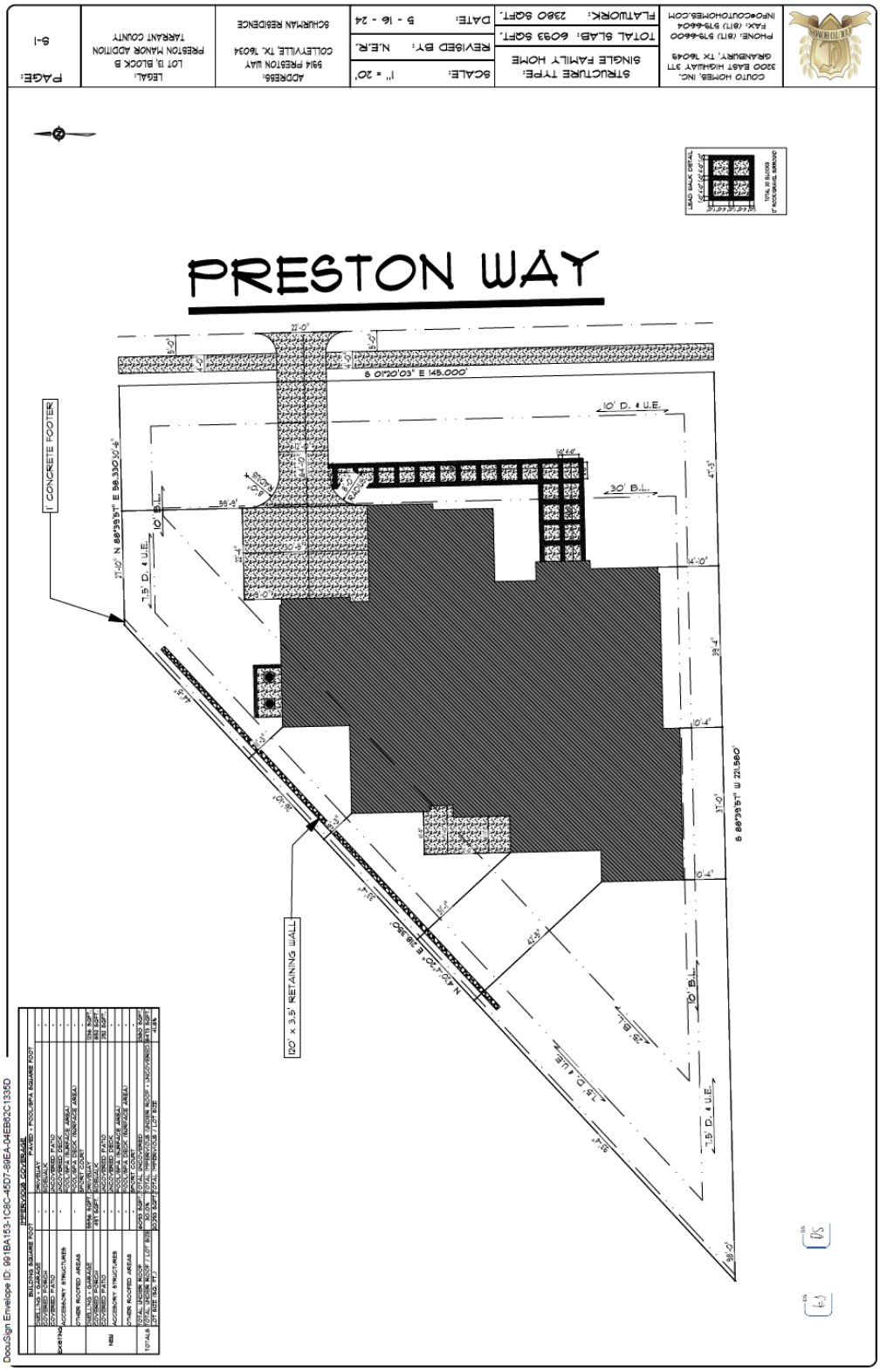
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Attachment "A"



Attachment "B"



CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 7b **Agenda Date** 10/15/2024 **Number** Resolution R-24-4979
Type Resolution
Department Community Development

Title
Consideration of variances to the required lot area and lot width of the R-20 Single-Family Residential district on Lot 6, Block 6, Colleyville Estates Addition, located at 513 Field Street, Case VC24-009

Explanation
Reading and Public Hearing

Paul Archer 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, specifically for the lot size (area and width), in the R-10 Single-Family Residential district. The request is to allow for an accessory building to be built. The lot is substandard with regard to minimum area and width.

Existing Conditions/Background: The subject property, 513 Field Street, resides on the south side of Field Street east of Bransford Road, and has R-10 Single-Family Residential zoning. This is an existing platted lot that has an existing home.

Requested Variance: The applicant is requesting variances to the lot size (area and width) of the R-10 zoning district to allow for a new accessory building to be built.

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

The minimum standards for the R-10 zoning district are as follows:

Minimum Lot Area	20,000 square feet	12,691 SF
Minimum Lot Width	100 feet	86 feet
Minimum Lot Depth	125 feet	153 feet
Front/Street Side Building Line	30 feet	
Side Building Line	10 feet	
Rear Building Line	25 feet	
Max. Lot Coverage	30%	
Max. Impervious Coverage	60%	

Analysis: The subject property was platted in 1959 and has been zoned as R-10 Single-Family Residential since incorporation into the City of Colleyville. The lot does not comply with the minimum size (area and width) requirements of the R-10 district. By bringing the lot's deficiencies into compliance, it would allow for the applicant to build a

new accessory building.

Plat Status: The property is currently platted as Lot 6, Block 6, Colleyville Estates.

DRC Review: The Development Review Committee (DRC) reviewed the request at their September 23, 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, east, and west are zoned R-10 Single-Family Residential and are improved with residences. The property to the south is the City of Colleyville's City Park.

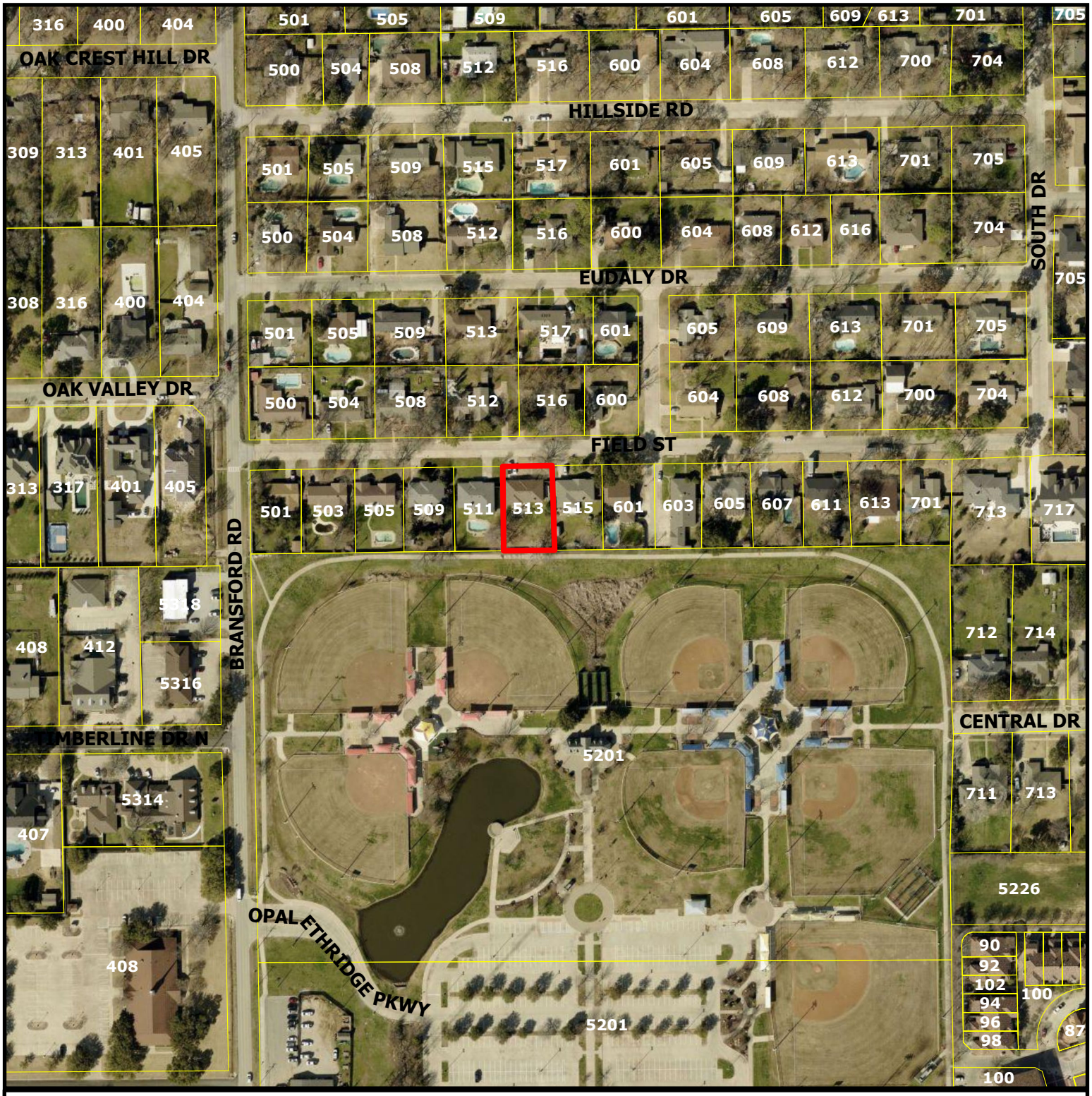
Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published 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
Approve

Attachments
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan Exhibit
6. Elevation Exhibit
7. Notification Map
8. Notification List
9. Notification Letter
10. Resolution R-24-4979

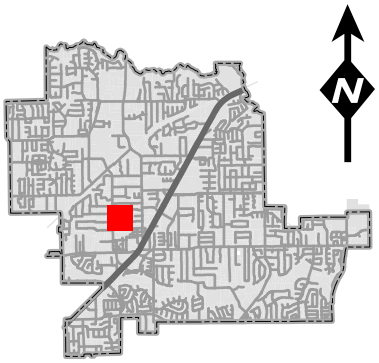
Aerial Map



VC24-009

513 Field St

Subject Property



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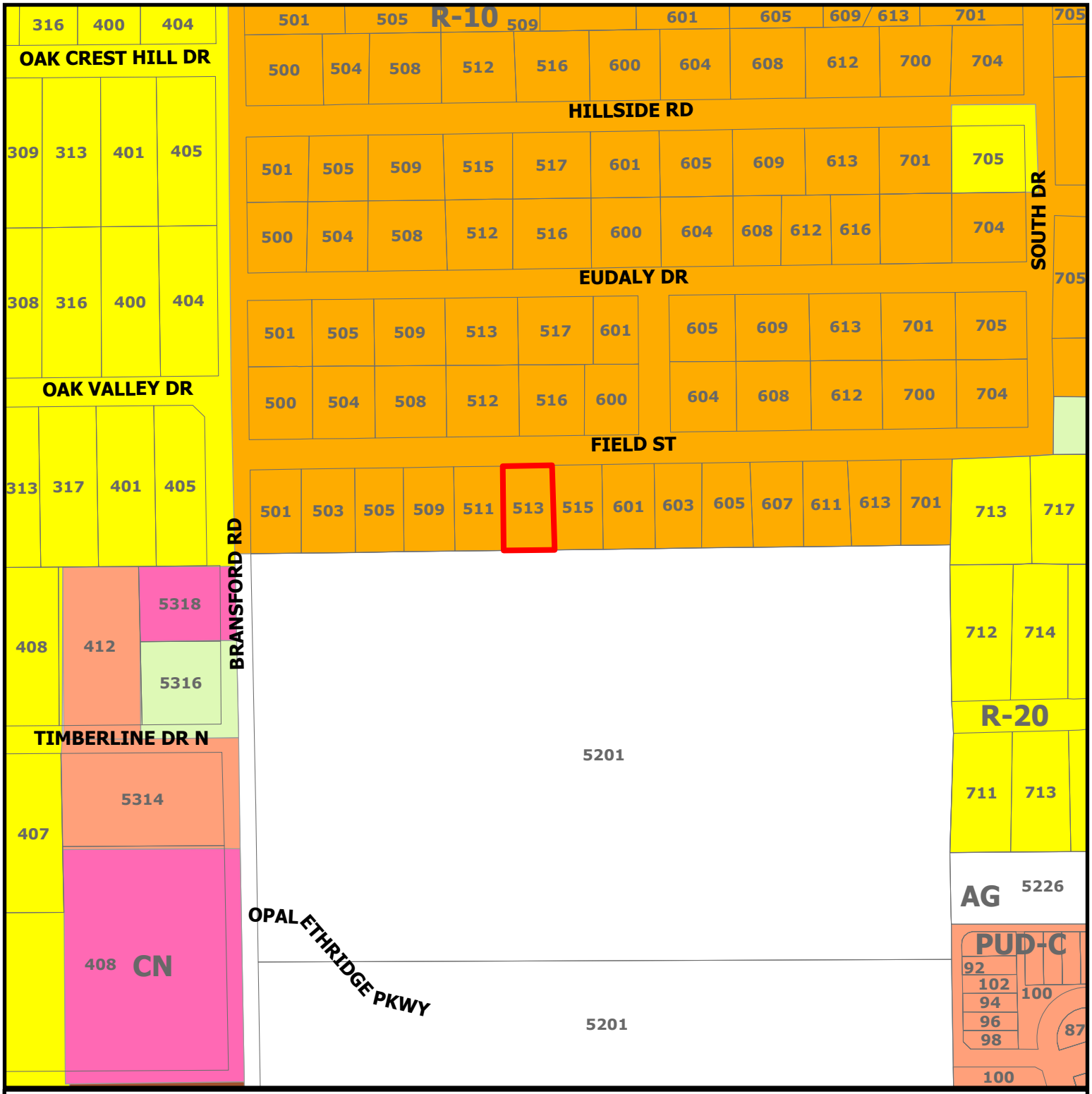
Zoning Map

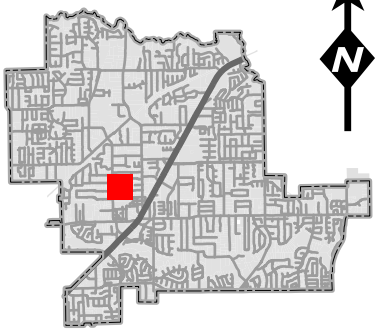


CITY OF COLLEYVILLE TEXAS

VC24-009

513 Field St

Subject Property



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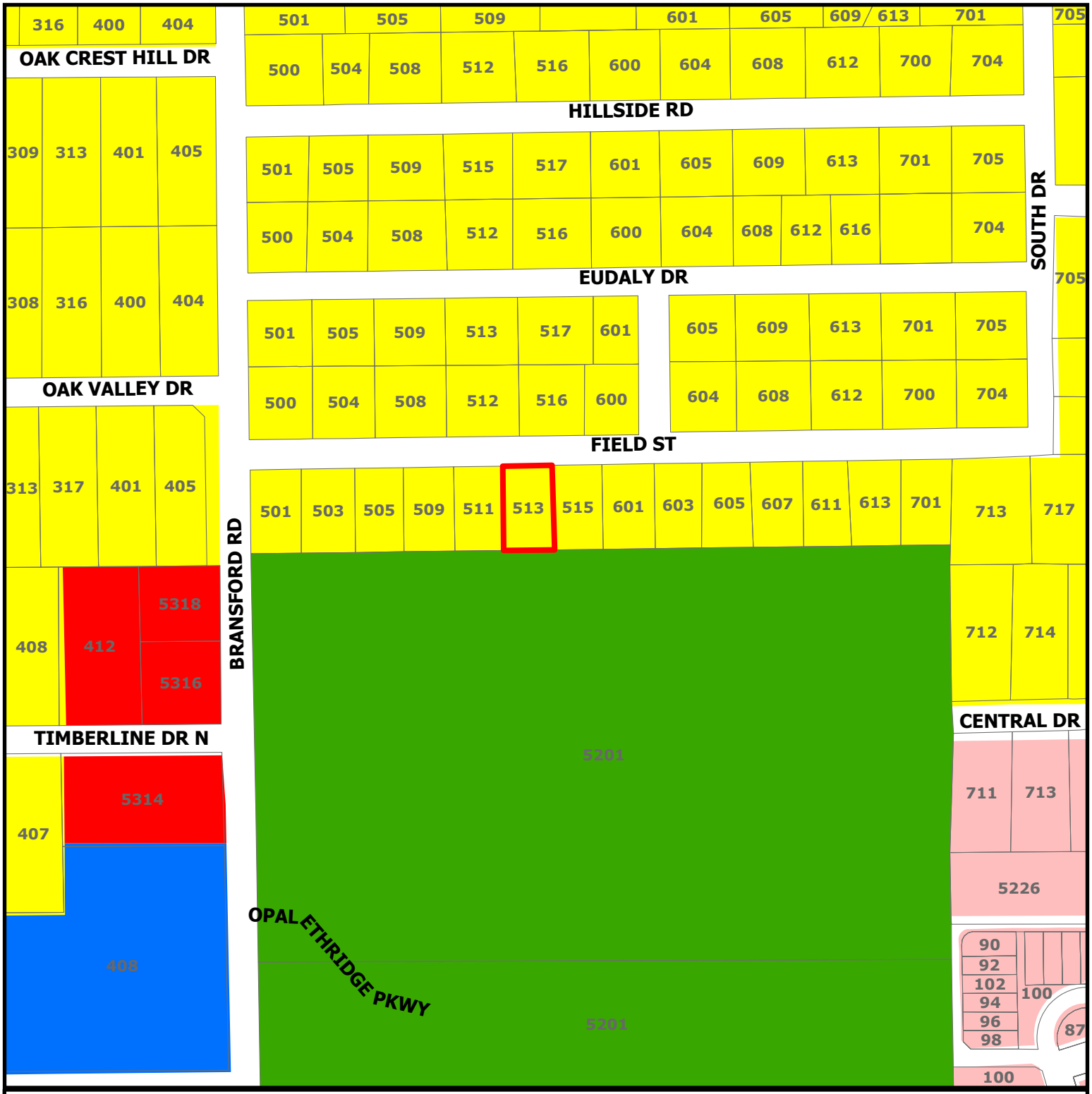
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

VC24-009

513 Field St

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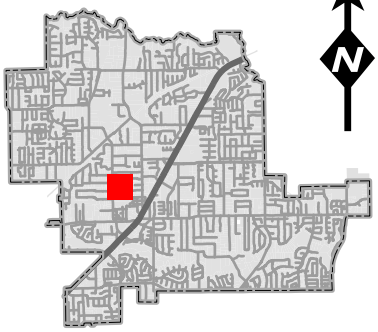
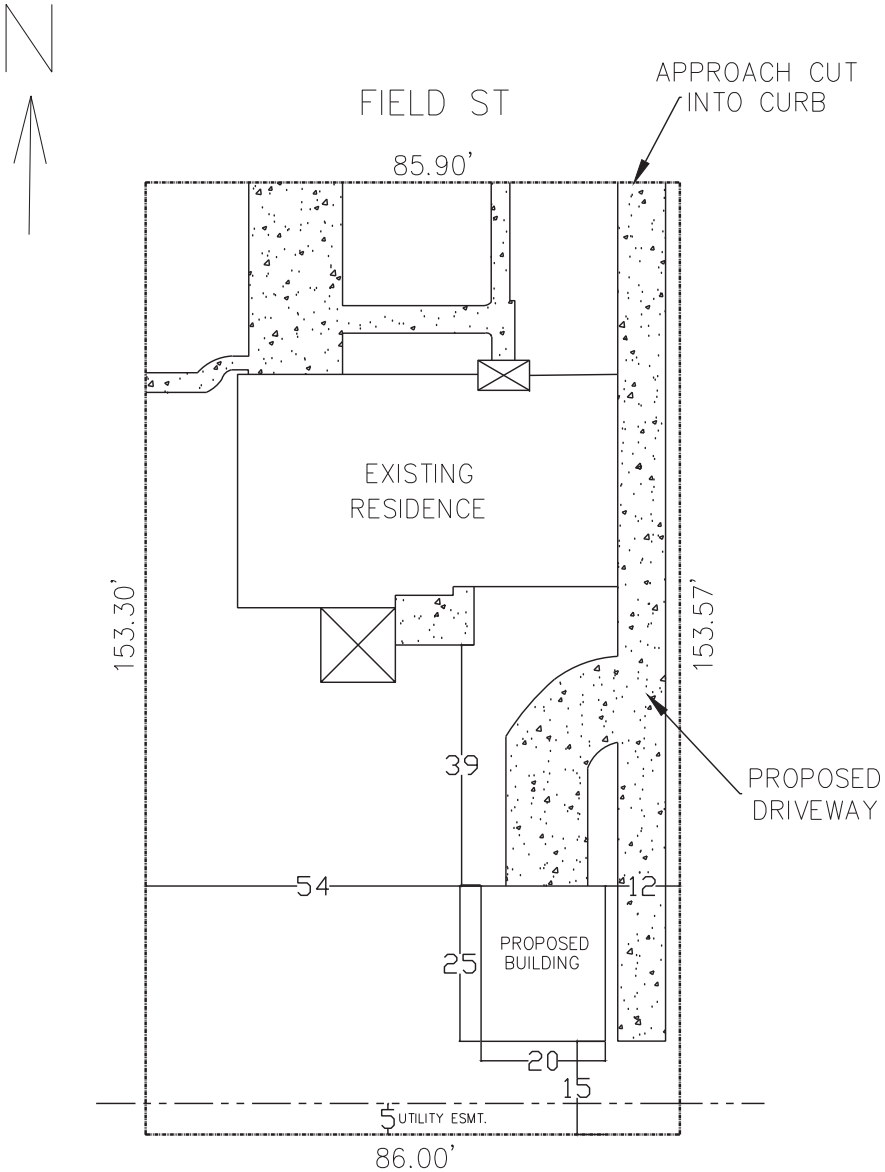
- Residential
- Commercial
- Institutional
- Colleyville Blvd Corridor
- Open Space; Parks
- Subject Property



N

Statement of Planning Objectives

The proposed permit is for the detached garage at 513 Field St. Upon review of the application, staff identified that the lot is substandard for lot area and lot width. The property is zoned R-10 which requires compliance with the R-20 district (20,000 SF lot area, 100 ft minimum width, & 100 ft minimum depth). The City Council amended the Land Development Code in 2022 requiring a variance to be approved prior to issuance of a building permit for properties that are substandard.



PROJECT DESCRIPTION :
DETACHED GARAGE
FOOTPRINT DIMENSIONS:
20'-0" X 25'-0"
500 SQ. FT.

PROPOSED FOR:
DONALD TAYLOR
513 FIELD ST
COLLEYVILLE, TX 76034

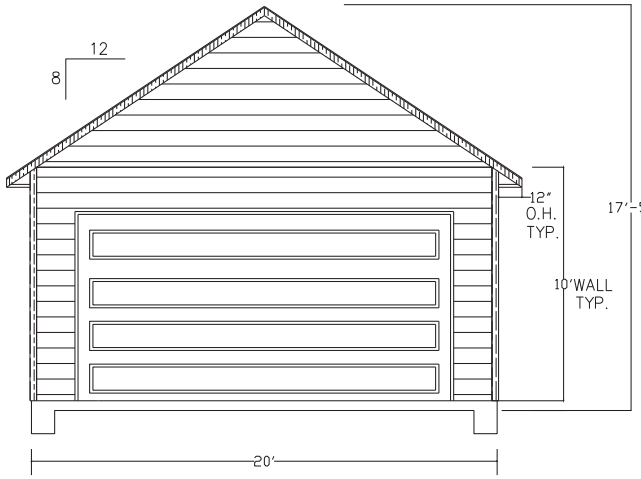
ULRICH
DREAM · RELAX · ENJOY

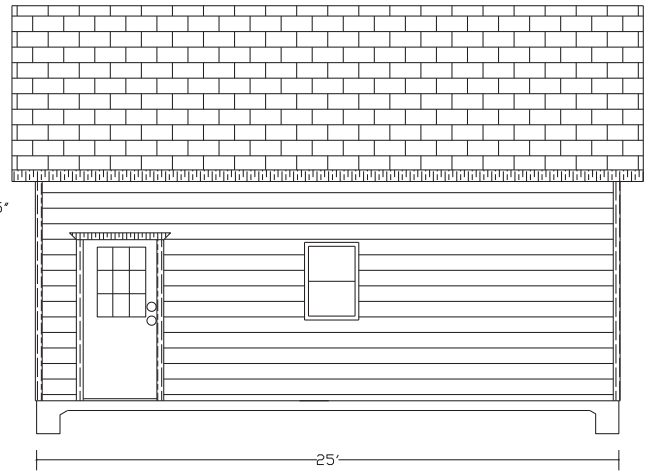
SITE PLAN
SCALE 1" = 20'

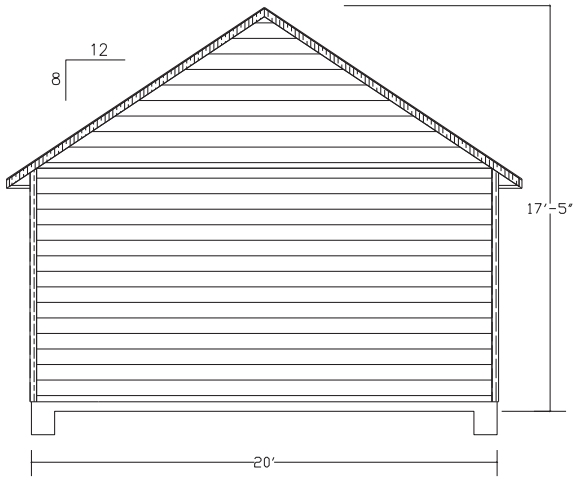
SITE NUMBER: 100576689

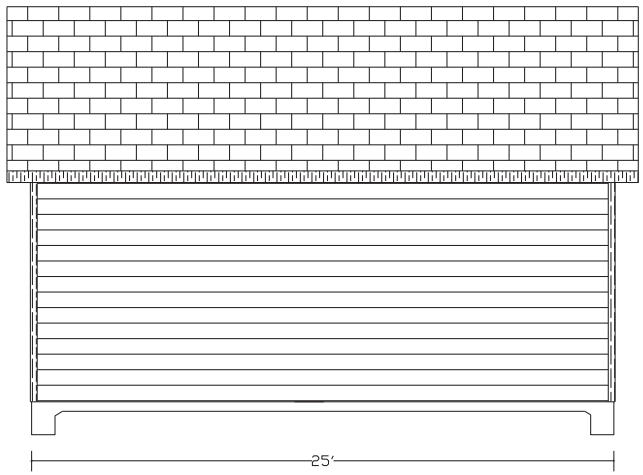
STATE OF TEXAS
PAUL M. ARCHER
140926
LICENSED
PROFESSIONAL ENGINEER

ARCHER Engineering









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500 SQ. FT.

PROPOSED FOR:
DONALD TAYLOR
513 FIELD ST
COLLEYVILLE, TX 76034

ULRICH
DREAM · RELAX · ENJOY

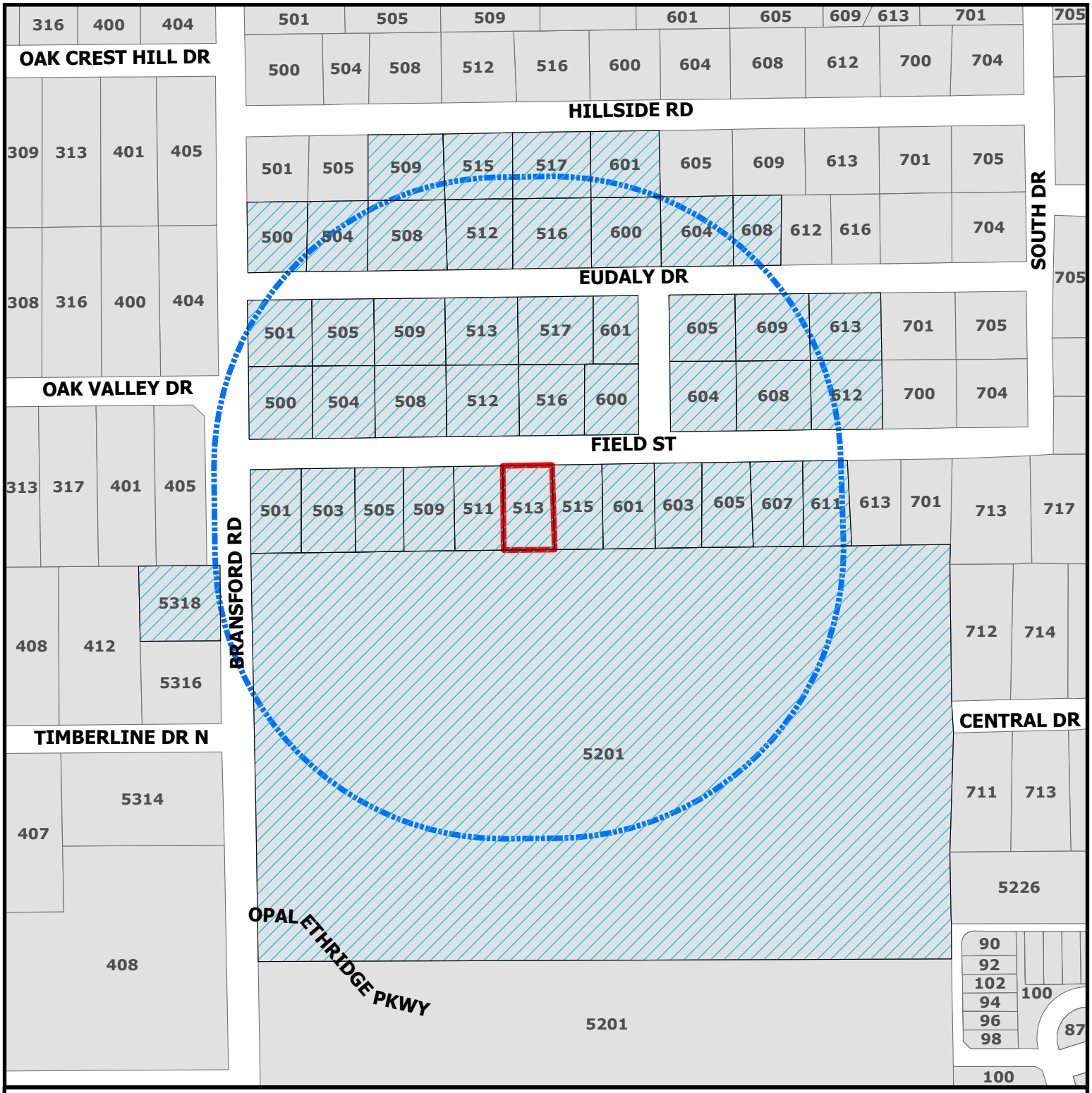
ELEVATION PLAN

SCALE: 3/16" = 1'

STATE OF TEXAS
PAUL M. ARCHER
140926
LICENSED
PROFESSIONAL ENGINEER

ARCHER
Engineering

Notification Map



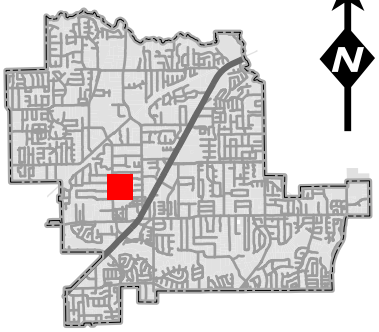
VC24-009

513 Field St

Parcels to be notified

Buffer

Subject Property



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76034	601 EUDALY DR
76092	501 FIELD ST
76034	605 FIELD ST
76034	607 FIELD ST
76034	611 FIELD ST
76034	503 FIELD ST
76034	505 FIELD ST
76034	509 FIELD ST
76034	511 FIELD ST
76034	513 FIELD ST
76034	515 FIELD ST
76034	601 FIELD ST
89145	603 FIELD ST
76034	COURTESY NOTICE
76051	STATE REQUIRED

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

City Council Meeting: Tuesday October 15, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a variance to the required lot area and lot width for Lot 6, Block 6, Colleyville Estates Addition. The purpose of the variance is to allow for a new accessory garage to be built. The zoning requires a lot area of 20,000 square feet and a lot width of 100 feet. The existing lot is approximately 13,200 square feet and 86 feet wide.
Zoning Case:	VC24-009
Applicant:	Paul Archer
Owner:	Donald Taylor
Location:	513 Field St
Property Description:	Lot 6, Block 6, of the Colleyville Estates Addition.
Present Zoning:	R-10, Single Family Residential

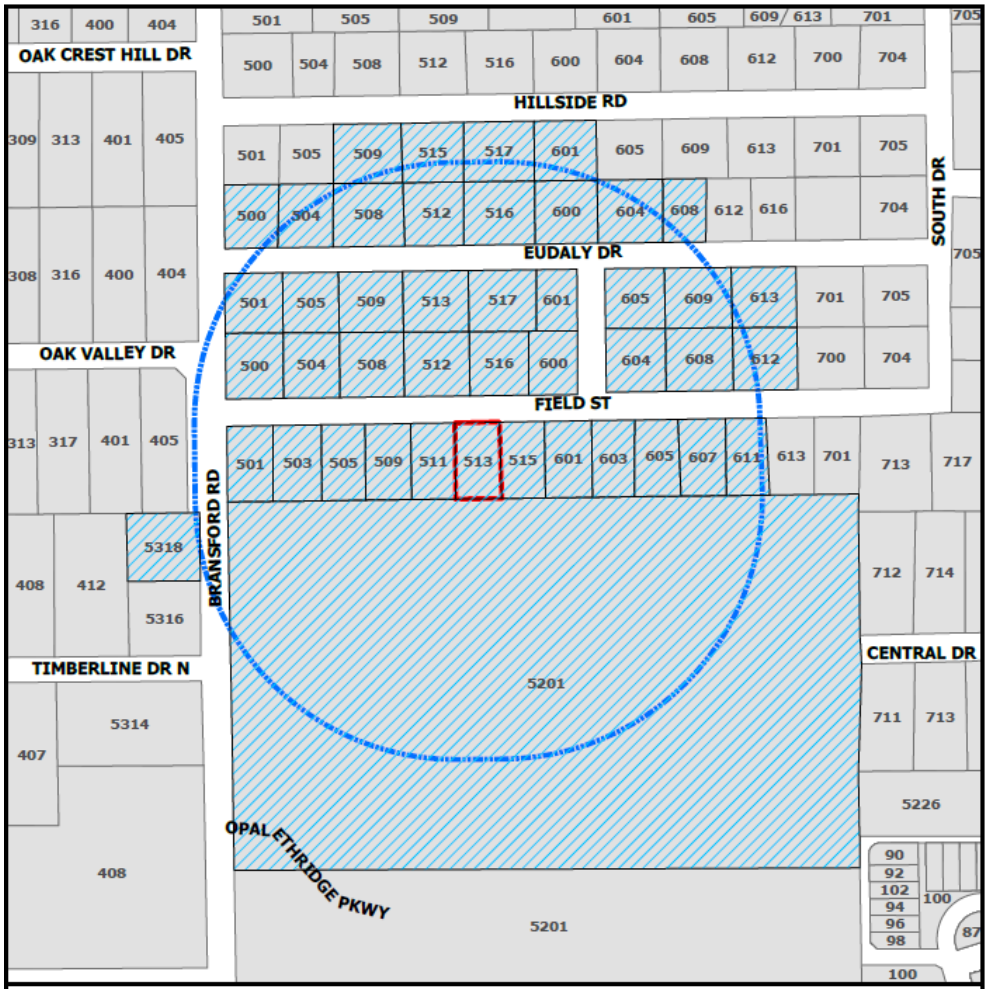
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

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

Citizenletters@Colleyville.com

NOTICE OF PUBLIC HEARING



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 case number when requesting information.

Kris Potts

Kristopher Potts
Planner

RESOLUTION R-24-4979

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 3.24. G SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA AND LOT WIDTH, IN THE R-10 SINGLE-FAMILY RESIDENTIAL DISTRICT, FOR LOT 6, BLOCK B, COLLEYVILLE ESTATES, LOCATED AT 513 FIELD STREET

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

Sec. 1. THAT the variance to allow for the lot area to be approximately 12,691 square feet and the lot width to be 85.90 feet, in the R-10 Single-Family Residential district, located at 513 Field Street (the "Property"), as depicted in Exhibit "A" hereto, is approved.

Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, ON THIS THE 15TH DAY OF OCTOBER 2024.

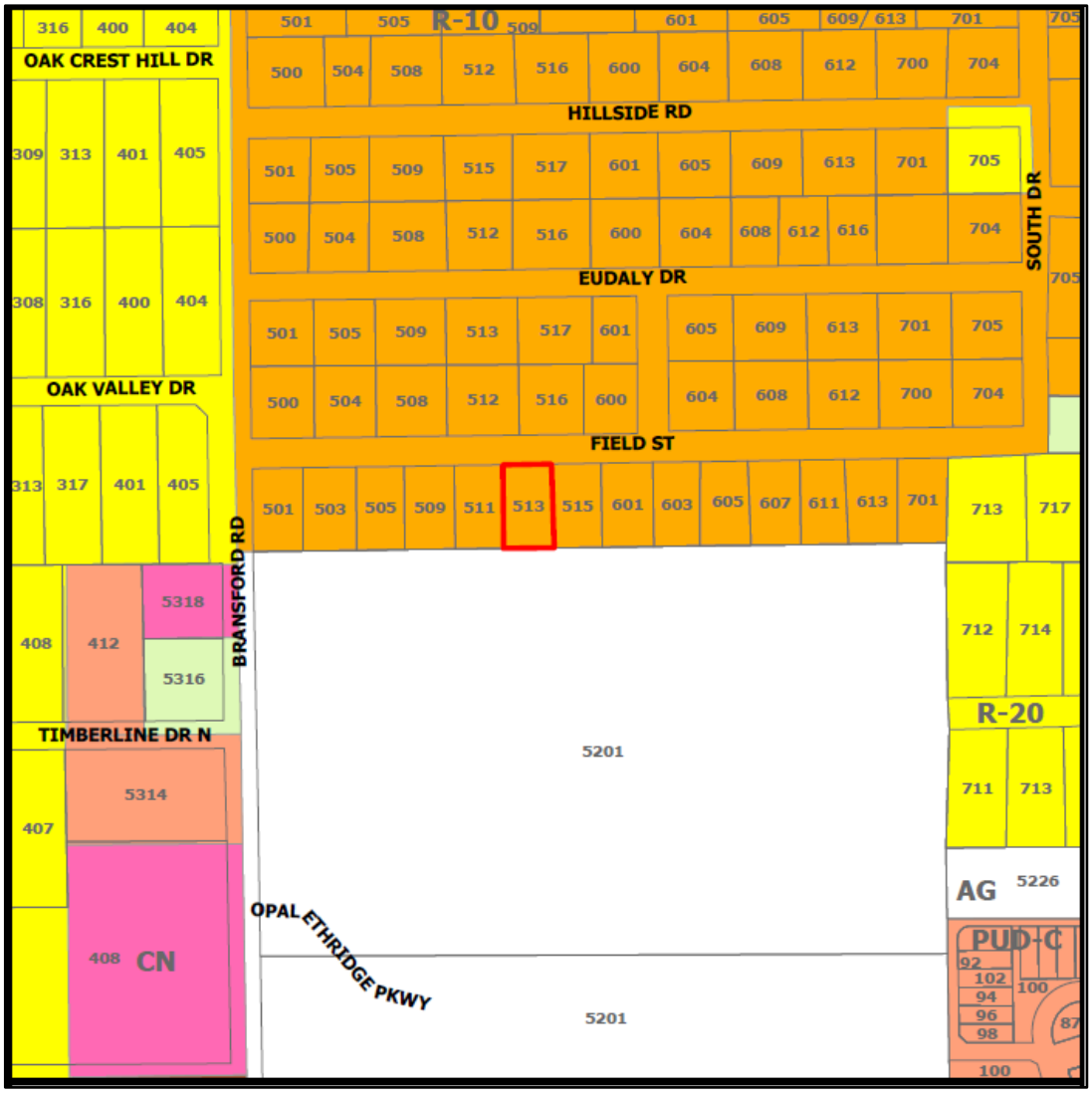
Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

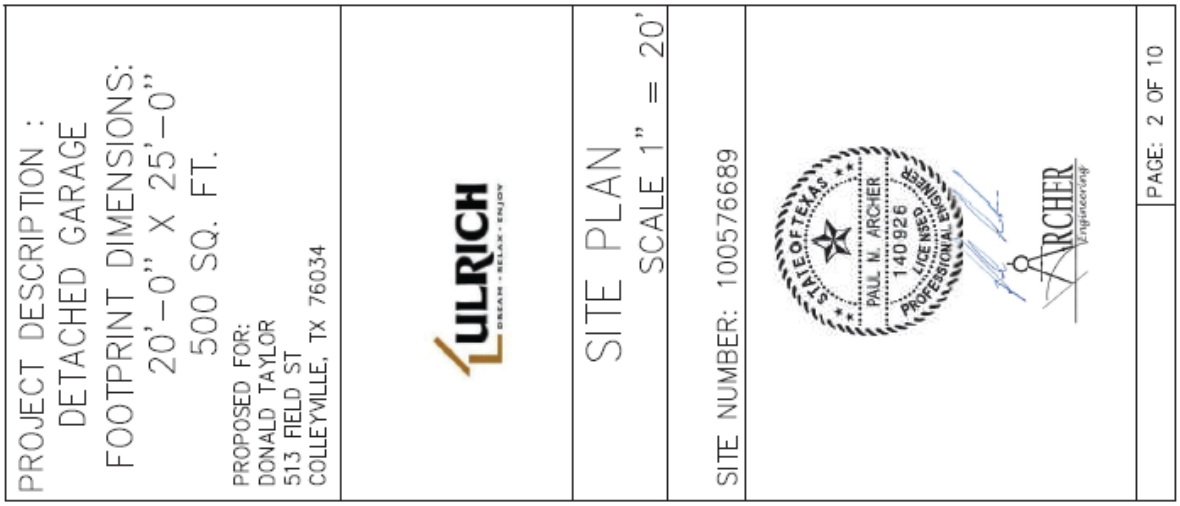
Christine Loven, TRMC
City Secretary

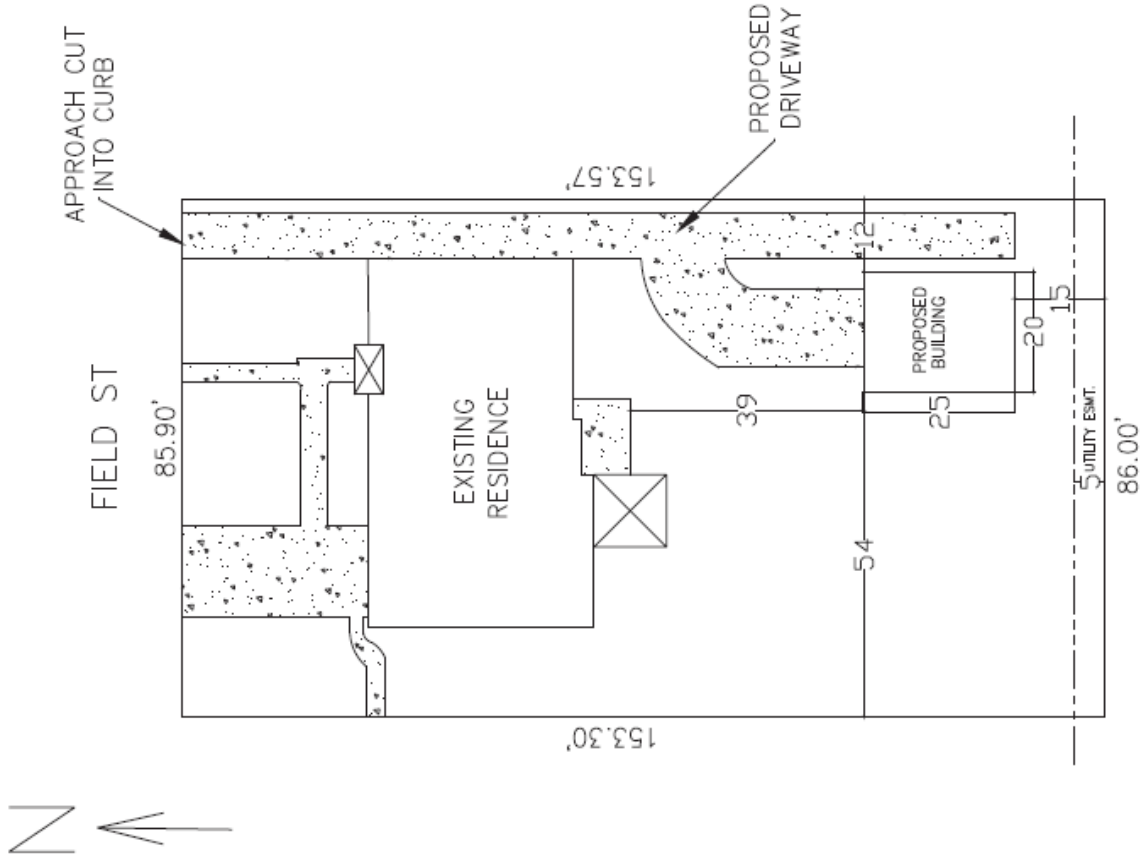
Bobby Lindamood
Mayor

Attachment "A"



Attachment "B"





RESOLUTION R-24-4980

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 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 15TH DAY OF OCTOBER 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor