



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

WEDNESDAY, NOVEMBER 6, 2024

**BLUE STAR MEMORIAL RE-DEDICATION
NORTHWEST CORNER OF JOHN MCCAIN ROAD AND SH26
4:30 P.M.**

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

CALL TO ORDER

- WS-1** CWD Annual Update
- WS-2** Review 2025 City Council Meeting Dates
- WS-3** Recreation Center Update
- WS-4** Discussion of the November 6, 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 551.071 - Legal - Consultation with the City Attorney regarding litigation matters

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: Rabbi Cantor Judy Greenfeld, Congregation Beth Israel

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-24-4981**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4982**
 - 4a** Approval of the minutes of the regular City Council meeting of October 15, 2024
 - 4b** Approval of the FY25 City of Colleyville and Colleyville Chamber of Commerce Agreement
 - 4c** Approval of the proposal by Digital Resources, Inc., a TIPS approved vendor, for the final phase of the Colleyville Center Technology Upgrades project, in an amount not to exceed \$107,333, which includes a \$4,000 contingency, and authorizing the City Manager to execute the contract
 - 4d** Approval to purchase a replacement Ditch Witch HX50A Vacuum Excavator from The Charles Machine Works, Inc., Ditch Witch Division, through the Sourcewell Purchasing Program in an amount not to exceed \$128,563.08, and authorizing the City Manager to execute the contract
 - 4e** Approval of a Professional Services Agreement with CSRS, LLC, in an amount not to exceed \$109,288.76, for the design of the Heritage Avenue Right Turn Lane Extension Project, and authorizing the City Manager to execute the agreement
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-24-2302**

Consideration of a Special Use Permit for a residential carport on Lot 27, Block 2, Woodbriar Estates West Addition, being located at 3412 San Bar Lane, Case ZC24-015

5b Ordinance O-24-2303

Consideration of a Special Use Permit to allow for Package Store Sales – Off-premises Consumption on Lot 1, Block 1, Towne Square Addition, being located at 5600 Colleyville Boulevard, Suite G, Case ZC24-016

5c Ordinance O-24-2304

Consideration of a Special Use Permit for a residential carport on Lot 2, Block 1, Arbor Estates II Addition, being located at 5503 Sycamore Drive, Case ZC24-018

5d Ordinance O-24-2305

Appeal of decision of denial of the Planning and Zoning Commission for a consideration of a Special Use Permit to allow for Massage Therapy on Lot 3R1, Block 1, Andy Felps Addition, being located at 3919 Colleyville Boulevard, Suite C, Case ZC24-017

5e Ordinance O-24-2306

Consideration of amendments to the Land Development Code, Section 3.27 - Accessory Buildings and Residential Carport Regulations, Case GC24-011

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-24-4983**

Consideration of a replat for Lots 1, 2, and 3, Block 1, Fegan Addition, being located at 6001 Pleasant Run Road, Case PC24-006

6b Resolution R-24-4984

Consideration of a replat for Lot 1R, Block 1, Village Court Addition, being located at 5201 and 5217 Pleasant Run Road, Case PC24-008

6c Resolution R-24-4985

Consideration of a resolution for the abandonment of right-of-way for Lot 1, Block 1, 5520 Colleyville Addition

6d Resolution R-24-4986

Consideration of a replat for Lot 1, Block 1, 5520 Colleyville Addition, being located at 5520 Colleyville Boulevard, Case PC24-009

6e Resolution R-24-4987

A resolution re-establishing the responsibilities, terms, and membership, of the Colleyville Tree Board as created and amended by Ordinance O-98-1130, Ordinance O-09-1707, and Ordinance O-19-2078, and appointing members

7. CITIZEN COMMENTS

8. REPORTS

Colleyville Library Board Minutes - August 12, 2024

Planning and Zoning Commission Minutes - September 9, 2024

Planning and Zoning Commission Worksession Minutes - September 23, 2024

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR WEDNESDAY, NOVEMBER 6, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4988**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, November 1, 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 11/6/2024

Type Worksession

Department City Manager

Title

CWD Annual Update

Explanation

This item provides for the annual Community Waste Disposal update.

Attachments

1. CWD Annual Review Presentation



Partners Since 2017



Council Meeting Presentation

November 6, 2024

Nicole Roemer

Municipal Coordinator

Paul Hansen

General Manager

Robert Medigovich

Municipal Coordinator

City of Colleyville

CWD 2023 Annual Review



Residential Services

Trash Collection



Partners Since 2017



Trash is collected twice a week. Household trash is placed in customer-owned cans or disposable bags or boxes.



Residential Services

Bulk & Brush Collection



Partners Since 2017



Bulky waste and brush are collected weekly. Residents can put out up to four (4) cubic yards of bulk waste and loose brush per collection. Unlimited tied and bundled brush will be picked up.



Residential Services

Additional Trash and Bulk Items



Partners Since 2017



Colleyville residents can dispose of additional trash and bulk items at the CWD Transfer Station Wednesday-Saturday between 8:00 a.m. and 1:00 p.m. A copy of a current utility bill is required.



Residential Services

Residential Recycling



Partners Since 2017



Recycling is picked up weekly.



Residential Services

Seasonal Leaf Recycling



Partners Since 2017



**Seasonal Leaf Recycling occurs many times per year.
Specific dates are determined annually.**

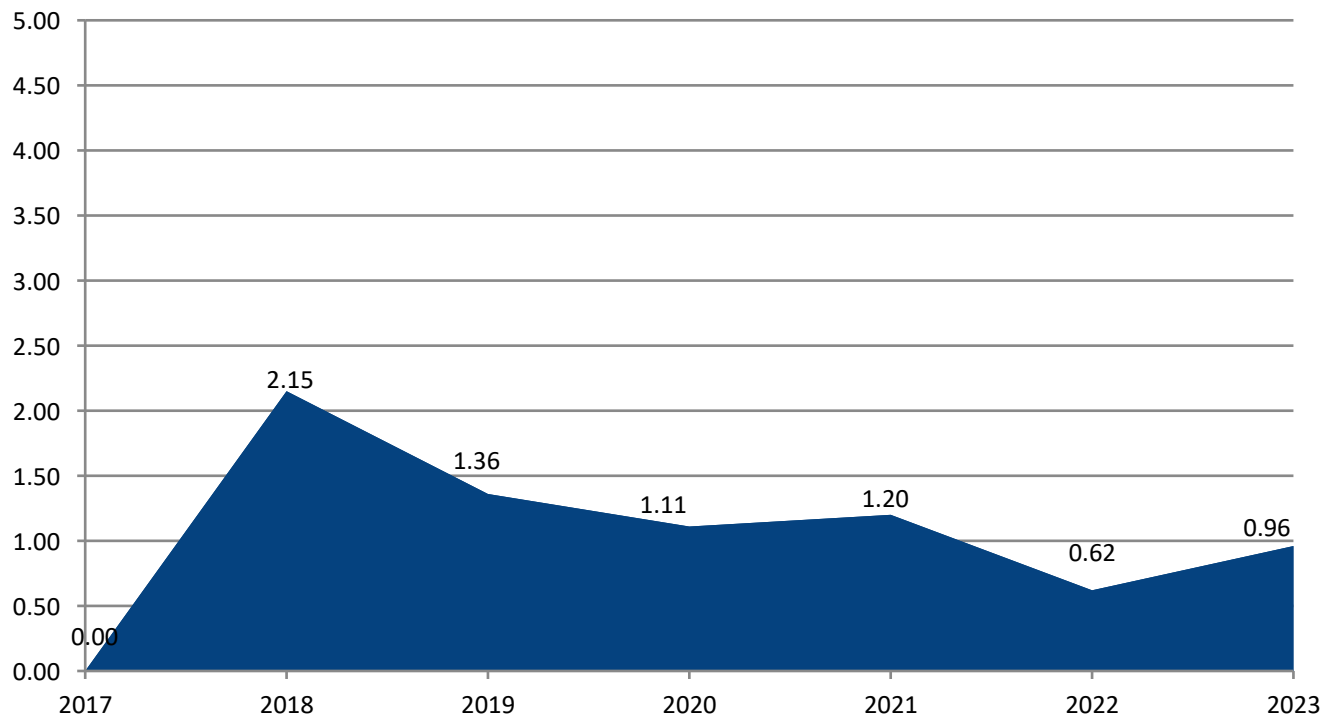


Residential Driver Incidents Per 100,000 Service Opportunities



Partners Since 2017

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



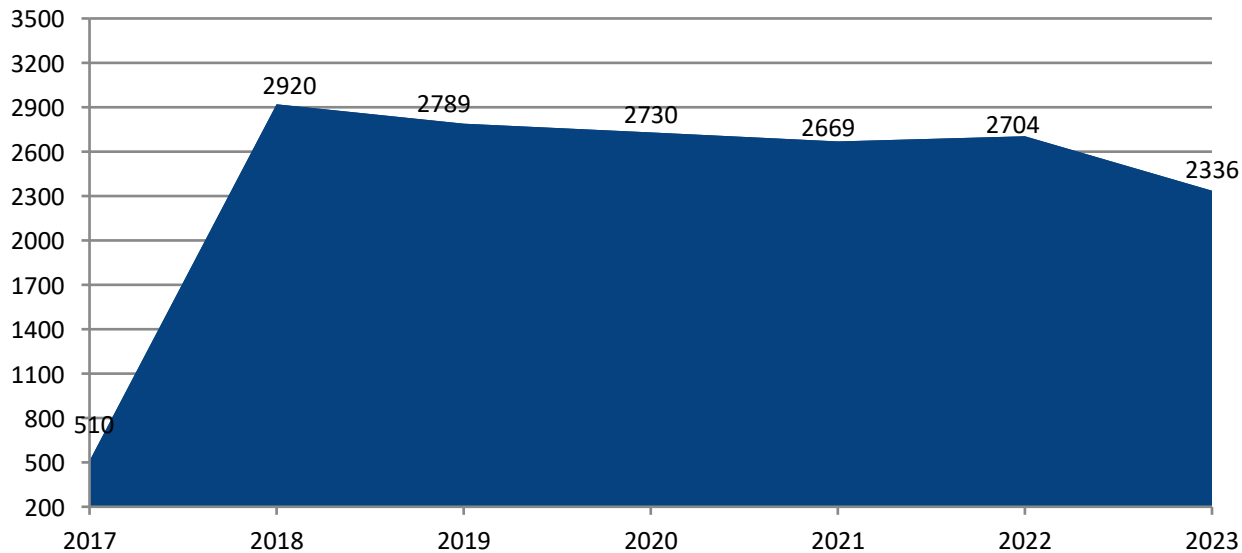
1,456,413 yearly service opportunities; 14 incidents



Residential Recycled Materials Tons Per Year



Partners Since 2017



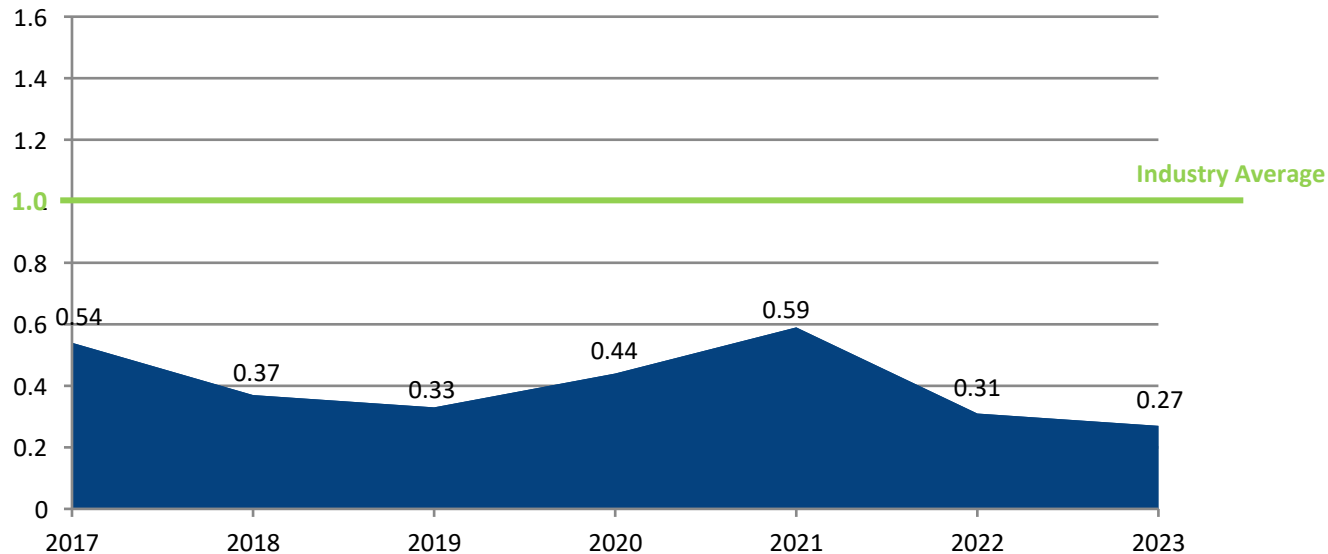
Residents recycled 2,336 tons of material in 2023.



Customer Service Inquiries Per 1,000 Service Opportunities



Partners Since 2017



1,456,413 yearly service opportunities; 386 inquiries



Door-side HHW & Used Electronics Collection

Colleyville Going Green from Home



Resident places HHW collection outside door.

Door-side HHW & Used Electronics Collection

Colleyville Going Green from Home



Partners Since 2017



A Door-side Collection driver makes pickups up to once a month.

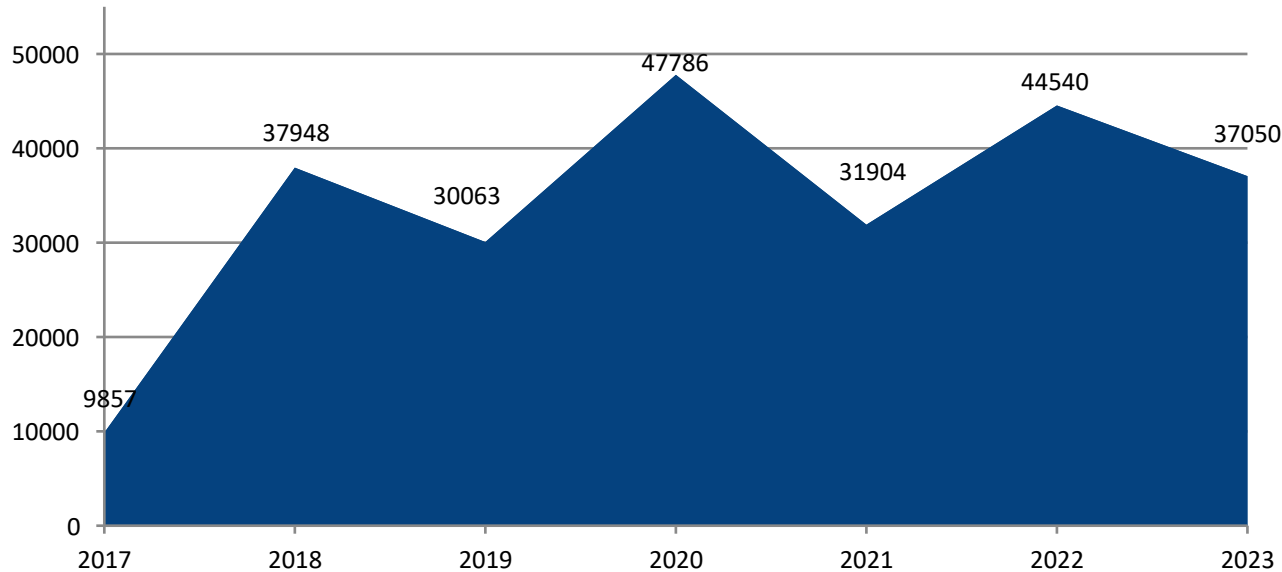


Door-side HHW & Used Electronics Collection

Colleyville Going Green from Home



Partners Since 2017



Colleyville residents properly diverted 37,050 pounds from the landfill in 2023.



Commercial Services

Cardboard Recycling Services



Commercial accounts recycled 139 tons in 2023.



Partners Since 2017



Community Partnership Green Events



Partners Since 1917



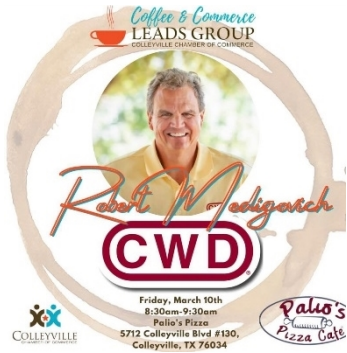
**An Evening with Friends: Where the Magic Happens
Colleyville Chamber Annual Awards Banquet**



Community Partnership Green Events



Partners Since 2017



**Coffee & Commerce
Colleyville Chamber of Commerce**



Community Partnership Green Events



Partners Since 2017



**Breakfast with Santa
Colleyville Lions Club**



Community Partnership Green Events



Partners Since 1917



**Christmas Luncheon/Toys for Tots
Colleyville Chamber of Commerce**



CWD Company Update

Equipment Purchases & Maintenance Shop

- CWD has 57 collection vehicles on order to arrive by end of 2025
 - All replacement, internal growth, and additional 12 chassis



Partners Since 2017



CWD Company Update

Back Office & Fleet Technology



Partners Since 2017

- Q4 2024, CWD will be signing an agreement with Soft-Pak to replace existing CRM new and increased functionality in:
 1. Route optimization (*new*)
 2. Back-office solution (*improved*)
 3. Customer portal (*new*)
 4. Mobile / In-cab routing (*new*)
 5. Fully integrated technology (*new*)
- Anticipated go live date – Q4 2025



Community Partnership Paint Reuse Program



Partners Since 2017



CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans, in various shades of beige. Since the program's introduction, CWD has distributed a total of 9,589 gallons of free paint.



Customer Service and Fleet Technology

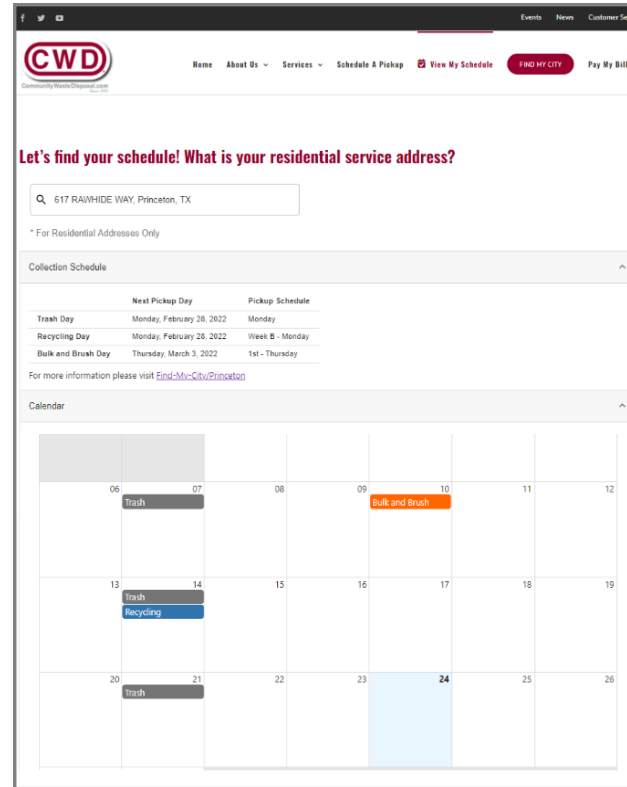
CWD Mobile App



Partners Since 2017



Easily manage trash and recycling accounts via CWD's mobile app!



Quickly search for address-specific service information via CWD's "View My Schedule" tool!



Saved Resources



Partners Since 2017

City of Colleyville
Recycled 2,336 Tons in 2023

SAVING:

39,712 Trees

887,680 Gallons of Oil

16,352,000 Gallons of Water

7,709 Yards of Landfill Space

9,577,600 Kilowatt Hours of Electricity



Greening a Generation

Thank You for Another Successful Year



**Your new outdoor trash can is made from
100% recycled materials.**



Partners Since 2017





Working Together to Bring You More



CommunityWasteDisposal.com
Since 1984



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 11/6/2024

Type Worksession

Department City Secretary

Title

Review 2025 City Council Meeting Dates

Explanation

This item will provide for discussion of the 2025 City Council regular meeting dates. Staff has reviewed 2025 for possible conflicts with regularly scheduled City Council Meeting dates which are provided below. All regular City Council Meeting dates are provided to accommodate discussion of conflicts with individual Councilmembers. A resolution with adjusted meeting dates will be brought forth at a future Council Meeting.

<u>SCHEDULED DATE</u>	<u>Proposed Date Change</u>
Tuesday, January 7, 2025	
Tuesday, January 21, 2025 <i>Jan 20 MLK Day – City Hall Closed</i>	<i>Tuesday, January 21, 2025 <u>or</u> Wednesday, January 22, 2025</i>
Tuesday, February 4, 2025	
Tuesday, February 18, 2025	
Tuesday, March 4, 2025	
Tuesday, March 18, 2025 <i>March 17–21 GCISD Spring Break</i>	
Tuesday, April 1, 2025	
Tuesday, April 15, 2025	
Tuesday, May 6, 2025	

Tuesday, May 20, 2025	
Tuesday, June 3, 2025	
Tuesday, June 17, 2025	
Tuesday, July 1, 2025	
Tuesday, July 15, 2025	
Tuesday, August 5, 2025	
Tuesday, August 19, 2025	
Tuesday, September 2, 2025 <i>Sept 1 Labor Day – City Hall Closed</i>	Tuesday, September 2, 2025 <u>or</u> Wednesday, September 3, 2025
Tuesday, September 16, 2025	
Tuesday, October 7, 2025 <i>October 7 National Night Out</i>	Wednesday, October 8, 2025
Tuesday, October 21, 2025	
Tuesday, November 4, 2025 <i>Nov 4 Election Day</i>	Wednesday, November 5, 2025
Tuesday, November 18, 2025	
Tuesday, December 2, 2025	
Tuesday, December 16, 2025	
Tuesday, January 6, 2026	

Additional dates which City Council may wish to review include:

G-CISD Spring Break - March 17-21, 2025 - City Council Meeting scheduled for March 18

ICSC 2025 - May 18-20 - May 3 election canvass during this time, on or before May 20

TML 2025 - October 29-31 - no meeting conflict

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 11/6/2024

Type Worksession

Department City Manager

Title

Recreation Center Update

Explanation

Staff will provide an update on the Colleyville Recreation Center.

Attachments

1. Colleyville Recreation Center Update



Recreation Center Expansion Update

City Council Worksession
November 6, 2024



» May 2024 Advisory Referendum Question A

Should the City of Colleyville place a proposition on a future election ballot asking the City's voters to authorize the issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center, which may include a fitness center, locker room, indoor track, and multi-use field?

Yes – 74%

No – 26%

Recreation Center Expansion



Recreation Center Expansion



Recreation Center Expansion



Description	Cost
Reno/Expansion	\$10,842,000
Site Improvements	\$2,719,470
Fitness Equipment	\$583,000
TOTAL	\$14,144,470

Est. \$17.57 per month for
average house

➤ Public Input Meeting

Those in attendance were in favor of the expansion

Adjacent property owners did not seem to want a masonry wall

Some made comments of making sure it is built big enough

➤ Next Steps

1. Prepare resolution to call a bond election for \$15 million for May 2025
2. Does the Council want to increase the bond amount and include Roberts Road improvements (\$1.4M), splash pad (\$1.35), playground (\$500K), multi-purpose building (\$1.75M) (total \$5 million) or keep those as separate CIP projects?

\$15M bond - \$17.57 per month

\$20M bond - \$22.11 per month

*includes bond and operating

3. Does the Council want to name the building? Colleyville Recreation Center?

Recreation Center Expansion



	Scenario 1	Scenario 2
Project Fund Deposit	\$15,000,000	\$20,000,000
Estimated Interest Rate (current rates +25 basis points)	3.99%	
Term	20 Years	
Estimated Maximum Annual Debt Service	\$1,120,000	\$1,485,900
Estimated Aggregate Net Debt Service	\$22,207,000	\$29,525,000
Estimated Required I&S Tax Rate increase *	\$0.023 Cents	\$0.031 Cents
Estimated I&S Monthly Impact of Average Single-Family Home**	\$13.04	\$17.57
Estimated Annual Operations Cost	\$400,000	
Estimated Required O&M Tax Rate Increase *	\$0.008 Cents	
Estimated O&M Monthly Impact of Average Single-Family Home**	\$4.53	
Total Impact (Monthly/Annual)	\$17.57/ \$210.87	\$22.11/ \$265.28



Recreation Center Expansion Update

City Council Worksession
November 6, 2024





CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number WS-4	Agenda Date 11/6/2024
Type Worksession	
Department City Secretary	

Title
Discussion of the November 6, 2024, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 11/6/2024

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 551.071 - Legal - Consultation with the City Attorney regarding litigation matters

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-24-4981

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF NOVEMBER 6, 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 6TH DAY OF NOVEMBER 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-24-4982

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 6, 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 15, 2024
 - b. Approval of the FY25 City of Colleyville and Colleyville Chamber of Commerce Agreement
 - c. Approval of the proposal by Digital Resources, Inc., a TIPS approved vendor, for the final phase of the Colleyville Center Technology Upgrades project, in an amount not to exceed \$107,333, which includes a \$4,000 contingency, and authorizing the City Manager to execute the contract
 - d. Approval to purchase a replacement Ditch Witch HX50A Vacuum Excavator from The Charles Machine Works, Inc., Ditch Witch Division, through the Sourcewell Purchasing Program in an amount not to exceed \$128,563.08, and authorizing the City Manager to execute the contract
 - e. Approval of a Professional Services Agreement with CSRS, LLC, in an amount not to exceed \$109,288.76, for the design of the Heritage Avenue Right Turn Lane Extension Project, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF NOVEMBER 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	Bobby Lindamood
City Secretary, TRMC	Mayor



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

TUESDAY, OCTOBER 15, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, October 15, 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: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Finance Director Matt Poston, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Attorney Sarah Ross, and City Secretary Christine Loven.

WS-1 Discussion of the Cheek-Sparger Road project

Assistant City Manager Mark Wood reviewed the history, scope, and funding of the Cheek-Sparger Road Project. He noted when a bond for this project passed in 2021, there were three entities, Colleyville, Bedford, and Tarrant County, sharing the estimated cost of \$26 million. Since the passage of the bond in 2021, Bedford has withdrawn most of their monetary support and will consider, but not commit to providing only five percent of the shared costs. Manager Wood noted federal funding of \$2.5 million has been awarded for this project; however, the 2024 cost estimate for the entire project has increased to \$33.8 million, which leaves a project funding shortfall of \$11.3 million. Manager Wood also noted Trinity River Authority has a project on Cheek-Sparger Road to upsize the current 27" water transmission line to a 36" line and is interested in an Interlocal Agreement for the design and construction of their project to work within the current Cheek-Sparger Road Project. There was general discussion of the project and the City Council thanked staff for the update.

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

There was no discussion of this item and Mayor Lindamood adjourned the Worksession at 5:45 p.m. and called the Executive Session to order.

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the

governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

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

Section 551.087 – 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 6:34 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:00 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: Mayor Bobby Lindamood

PLEDGE OF ALLEGIANCE: City Attorney Sarah Ross

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

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

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

Mayor Lindamood read Resolution R-24-4977 in its entirety.

Assistant City Manager Mark Wood presented item 4b, Capital Projects Program Manager Elijah Dorminy presented item 4c, and Public Works Director Amber Beard presented the remaining items 4d through 4h.

There was no discussion and Mayor Lindamood opened and closed the public hearing without any speakers.

Mayor Pro Tem Elder made a motion to approve Resolution R-24-4977, 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.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - September 2024

Finance Director Matt Poston began the review of the September financial report by noting September is the last month of reporting in the 2024 fiscal year. He noted sales tax is up again this month, due in part to an audit adjustment. Director Poston then reviewed the performance of all funds and stated it will take a couple more weeks to finalize the FY24 figures and noted auditors will begin their work soon.

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

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

Community Development Director Ben Bryner presented the Special Use Permit (SUP) for a Veterinary Clinic request. He noted veterinary services are only allowed in the ML Light Manufacturing zoning district with the approval of an SUP 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 regarding to the business model, and stated the veterinarian is concerned regarding the no drop off or pick up of animals, especially in emergency situations. He stated the highest number of drop offs and pickups would be four or five on a surgery day.

There was general discussion regarding the drop off/pick up not being allowed.

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

Councilmember Graves made a motion to approve Ordinance O-24-2299, removing c. (prohibiting drop off/pick-ups) from 1. General, seconded by Councilmember Gunderson.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Elder, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

Nays: 1 - Deputy Mayor Pro Tem Richardson.

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 no discussion and Mayor Lindamood opened and closed the public hearing without any speakers.

Deputy Mayor Pro Tem Richardson made a motion to approve Ordinance O-24-2300, seconded by Councilmember Raine.

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.

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.

There was discussion regarding the changes to allowable discharge amounts

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

Councilmember Graves made a motion to approve Ordinance O-24-2301, 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.

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

Mayor Lindamood read Resolution R-24-4978 in its entirety.

Community Development Director Ben Bryner presented variance request, noting the lot is irregularly shaped and backs to the railroad.

Rob Martin, representing applicant Couto Homes, answered questions of the City Council and noted the property owner is trying to meet the HOA covenants, which include having to increase the garage size to accommodate the three car garage regulations.

Derek Schurman, the property owner, also addressed his desire to work with both the City and the HOA, and expressed his appreciation to the City Council for their consideration.

There was general discussion of the lot size, location, and the square footage.

Mayor Lindamood opened the public hearing.

Sayed Syed, 6705 Sapphire Circle North, spoke regarding the distance from rail tracks, which should be considered due to vibration.

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

Mayor Lindamood made a motion to approve Resolution R-24-4978, 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.

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

Mayor Lindamood read Resolution R-24-4979 in its entirety.

Community Development Director Ben Bryner stated the zoning is R-10 and the variance request is lot size to allow for construction of an accessory building.

There was general discussion regarding the challenges of an R-10 lot.

The applicant was present to answer questions of the City Council.

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

Mayor Lindamood made a motion to approve Resolution R-24-4978, 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.

8. CITIZEN COMMENTS

There were no speakers.

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

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:25 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 6TH DAY OF NOVEMBER 2024.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 11/6/2024

Number Resolution R-24-4982

Type Resolution

Department City Manager

Title

Approval of the FY25 City of Colleyville and Colleyville Chamber of Commerce Agreement

Explanation

Reading and Public Hearing

This agenda item provides for approval of the annual agreement with the Colleyville Chamber of Commerce. Each year the City and the Chamber enter into an agreement whereby the City and the Chamber receive a variety of benefits from the other.

The City provides a combination of in-kind donations for use of the Colleyville Center, purchases a total value of \$9,545.00 in luncheons and sponsorships of Chamber events, and various IT equipment and services. This agreement does provide for the IT services to be suspended upon the Chamber's move to a new building in April 2025.

The City and the Chamber have a strong partnership, which economically benefits local business and the Colleyville community.

Financial Impact

The City's financial commitment is provided for in the FY25 budget.

Recommendation

Approve

Attachments

1. Chamber of Commerce Agency Agreement FY 2025

CONTRACTUAL AGREEMENT

CITY OF COLLEYVILLE AND COLLEYVILLE CHAMBER OF COMMERCE

This agreement is by and between the City of Colleyville (hereinafter referred to as the "City"), and the Colleyville Chamber of Commerce (hereinafter referred to as the "Chamber").

The City is a Charter municipality in the State of Texas.

The Chamber is a non-profit organization offering the resources, programs, and experience to promote and support local businesses and business owners in the city of Colleyville.

In consideration of the premises and the mutual promises contained in this agreement, the parties agree as follows:

Engagement: Upon and subject to the terms and conditions of this agreement, the City hereby engages the Chamber, and the Chamber agrees to be engaged by the City, to perform the services provided below.

Term: The term of this agreement shall begin on the date of execution by both parties and shall terminate September 30, 2025.

Termination: Either party may terminate this agreement by notice in writing to the other party in the event that the other party fails to perform its obligations and duties hereunder and the other party fails to cure such non-performance within ten (10) days from the date of receiving said notice.

Commitment by the Chamber of Commerce:

- Chamber Staffing/Management of Colleyville Business Center (Per CBC Lease Agreement)
- City Ribbon Cutting Spotlight & Diamond Sponsor Benefit
- Complimentary Email Blast of City marketing
- Complimentary Luncheon Display Table for City
- City Logo on Weekly Newsletter
- City Logo on Website

Commitment by the City of Colleyville (Financial):

One-year Chamber membership	\$ 495.00
Enroll Participant in Leadership Colleyville	\$ 650.00
Purchase of Six tickets for monthly membership luncheons	\$ 1,500.00
Lunch Event Announcement of Colleyville Center	\$ 5,400.00
Purchase Flag Sponsor for Golf Outing	\$ 3,500.00
Purchase Spotlight Sponsor at the Annual Awards Banquet	\$ 1,500.00
Purchase Sapphire and Spotlight Sponsorship at the WOW Event	<u>\$ 1,500.00</u>
TOTAL COST	\$14,545.00
Discount	<u>(\$ 5,000.00)</u>
ACTUAL COST TO CITY	\$ 9,545.00

Commitment by the City of Colleyville (In-Kind):

The City provided four surplus laptops to the Chamber of Commerce in October 2021. The assets tags are on file with the City Secretary. Use of the laptops by the Chamber will continue during the term of the contract.

IT support (valued at \$166 per employee monthly) including: 24X7 support onsite; Microsoft Office Plus Suite; on premise email w/webmail; managed print devices; virtual faxing; storage file services/back-up reporting; secure FTP services; email archive services; secure remote VPN for offsite hours; new employee onsite setups; video/editing promotional team marketing; and website hosting and management. This service will be suspended upon Chamber move to new building in April 2025.

The City agrees to provide an in-kind sponsorship for the use of the Colleyville Center for 12 monthly membership luncheons, as scheduled with the Colleyville Center staff. "No cost to the Chamber" will include A/V, facility rental, and catering fees, however, all other fees are applicable as outlined in the Colleyville Center rental agreement. Chamber understands all room set up and A/V requirements are due to Colleyville Center 48 hours prior to event date. Chamber will be charged a standard hourly rate of \$250 when resets/changes are requested day of event. A Colleyville-based sales tax generating business must be used to cater the luncheons in order to have the A/V and facility rental fees waived.

Amendments. This agreement may be modified by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Colleyville, Texas, this the ____ day of _____, 2024.

Colleyville Chamber of Commerce

City of Colleyville

Hannah Mack
Chamber President and CEO

Jerry Ducay
City Manager



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 11/6/2024

Number Resolution R-24-4982

Type Resolution

Department Colleyville Center

Title

Approval of the proposal by Digital Resources, Inc., a TIPS approved vendor, for the final phase of the Colleyville Center Technology Upgrades project, in an amount not to exceed \$107,333, which includes a \$4,000 contingency, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

Due to several systemic hardware failures, the Colleyville Center Technology Upgrades project was expedited in FY24, with the South Hall and Conference Room being completed first. This item seeks approval to move forward with the final phase of the project, which provides for the upgrades required in the North Hall, and uniting the systems throughout the Center, providing a seamless interface for staff and patrons of the facility.

All work has been performed by Digital Resources, Inc. on a TIPS (The Interlocal Purchasing System) contract. TIPS is a national purchasing cooperative which offers access to competitively procured purchasing contracts. If approved, the project will begin immediately and be completed in January 2025.

Financial Impact

Funding is provided in the FY25 budget.

Recommendation

Approve

Attachments

1. Colleyville Center Technology Upgrades Proposal

Presented By:

Digital Resources Inc

2107 Greenbriar Drive
Suite B
Southlake, TX 76092 US
(817) 481-9300
www.digitalresources.com



Leading AV Design and Integration

HUB / Woman Owned Business ID: 49129

Colleyville Center Technology Upgrades Grand Hall North & Rack

City of Colleyville

Patrick Stotts
PStotts@colleyville.com
100 S Main St
Colleyville, TX 76034
817-503-1011

Sales Rep: Nanette Cook
Valid For: 30 Days
Revision: 0
Date: 8/20/2024
Terms: Net 30

Co-Op

TIPS CONTRACT: 230105
Technology Solutions Products and Services
End Date: May-31-2028

Main Hall North

Projectors

1	Sony Professional	\$2,600.00	\$2,600.00
Short focus zoom lens 0.85-1.0:1 Throw Ratio			

Lens for projector

1	Sony Professional	\$7,537.00	\$7,537.00
WUXGA 7300 Lumen Laser 3LCD Projector - White			

Video Switching and Distribution

2	ZeeVee ZyPerUHD, HDMI 2.0 input Encoder Wall Plate Type	\$1,727.00	\$3,454.00
1	ZeeVee ZyperUHD60-2DA Dual lan decoder with Dante In/Out	\$1,493.00	\$1,493.00

Audio: Speakers

4	JBL 15" Two-Way Front of House Passive Speaker	\$347.00	\$1,388.00
6	QSC 6.5" Two-way ceiling speaker, 70/100V transformer with 8? bypass, 110° conical coverage, includes C-ring and rails for blind mount installation. Priced individually, sold only in pairs.	\$126.00	\$756.00

Video Conference Hardware/Software

1	QSC Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	\$1,532.00	\$1,532.00
----------	--	------------	------------

Racks-Equipment: Power

1	Middle Atlantic 1000VA 120V UPS RLNK BANK CONTROL	\$1,667.00	\$1,667.00
1	Middle Atlantic UPX RACKLINK NETWORK CARD	\$367.00	\$367.00

Lift Rental

1	DRI Lift Rental	\$1,200.00	\$1,200.00
----------	---------------------------	------------	------------

Main Equipment Rack

Video Switching and Distribution

3	ZeeVee ZyPerUHD, HDMI 2.0 input Encoder	\$1,120.00	\$3,360.00
1	ZeeVee ZyPerUHD, HDMI 2.0 input Encoder Wall Plate Type	\$1,727.00	\$1,727.00
1	ZeeVee ZyPerUHD60 Decoder, Dual LAN	\$1,213.00	\$1,213.00

Control System			
1	QSC Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$2,536.00	\$2,536.00
BYOD-Bring your own device			
1	Barco Commercial Wireless Conferencing Media Center - Medium Room	\$2,545.00	\$2,545.00
Audio: Amps			
2	QSC Processing Amplifier	\$3,188.00	\$6,376.00
Audio: Wireless			
2	Shure Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$529.00	\$1,058.00
3	Shure Handheld Transmitter with SM58® Microphone	\$568.00	\$1,704.00
1	Shure Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$3,011.00	\$3,011.00
1	Shure Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$6,023.00	\$6,023.00
2	Shure LAVALIER MICROPHONE, OMNI, BLACK	\$129.00	\$258.00
Racks-Equipment: Power			
1	Middle Atlantic SW 0U 16A 120V(24)5-20R L5-20P	\$1,107.00	\$1,107.00
Assisted Listing System			
4	Listen Technologies Advanced Neck Loop	\$81.00	\$324.00

1	Listen Technologies 1 x Hundred (100) Leave Behind Cards (3.5 in. X 2.0 in.) 2 x Window Clings (9 in. X 5 in.) 2 x Display Posters (18 in. X 24 in.) 2 x Table Tents (4 in. X 6 in.)	\$48.00	\$48.00
4	Listen Technologies EVERYWHERE Wi-Fi Audio Receiver	\$364.00	\$1,456.00
3	Listen Technologies 2 Channel Wi-Fi Systems,Dante audio inputs,High quality audio,Use existing wireless network,Up to 1000 users supported,Americans with Disabilities Act (ADA) compliant,Low latency,supports bluetooths hearing aid connectivity to headphones,telecoils with included Neck Loops(2) included Expandable	\$2,425.00	\$7,275.00

DRI Remote Support

1	DRI	\$1,333.00	\$1,333.00
1	Middle Atlantic KB W/LCD DIG DSPLY	\$2,992.00	\$2,992.00

Owner Furnished Equipment

1	Owner Furnished Owner Network Switch	\$0.00	\$0.00
----------	--	--------	--------

Main Hall South

Lens for projector

1	Sony Professional WUXGA 7300 Lumen Laser 3LCD Projector - White	\$7,537.00	\$7,537.00
1	Sony Professional Short focus zoom lens 0.85-1.0:1 Throw Ratio	\$2,600.00	\$2,600.00

Lobby

Video Switching and Distribution

1	ZeeVee ZyperUHD60-2DA Dual lan decoder with Dante In/Out	\$1,493.00	\$1,493.00
----------	--	------------	------------

Cables, Connectors and Hardware

Cables, Connectors and Installation Hardware

1	Cables, Connectors and Installation Hardware	\$2,319.00	\$2,319.00
	Cables, Connectors and Installation Hardware		

Professional Services

Professional Services

1	Engineering, Programming and Integration Services	\$12,644.00	\$12,644.00
	Engineering, Programming and Integration Services Required		

Project Management

1	DRI	\$3,200.00	\$3,200.00
	Project Management		

Programming

1	DRI	\$4,500.00	\$4,500.00
	Control Programming		
1	DRI	\$1,500.00	\$1,500.00
	Programming - Audio System		

Freight

1	DRI	\$1,200.00	\$1,200.00
	Shipping/Freight		

Contingency

Contingency

1	DRI	\$4,000.00	\$4,000.00
	Contingency		

Project Subtotal:	\$107,333.00
--------------------------	---------------------

QUOTE SUMMARY

Equipment:	\$94,689.00
Labor:	\$12,644.00
Grand Total:	\$107,333.00

Scope of Work:

COLLEYVILLE CENTER UPGRADES GRAND HALL NORTH

Work Delays:

This proposal for installation work has been estimated by working in a continuous manner, free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minimum \$500 per incident rescheduling fee will apply. DRI will make every effort to accomodate where applicable.

Warranty:

Digital Resources certified system installation work carries a 1 year on-site workmanship guarantee. All new equipment provided will have a 1 year minimum manufacturer warranty. DRI will provide free telephone support and will have a 48 hour response on service requests. Warranty service will cover the repair or replacement of equipment that is equal to or equivalent loaner equipment where applicable. Any product defects and or failures will be subject to the specific manufacturer's warranty repair or replacement policy, which may or may not include the cost of on-site service labor. If the field engineer/technician determines that the defect is not relative to failed physical workmanship of the installation provided by DRI, standard service rates may be applied and billed accordingly. On-site labor to inspect, trouble shoot, remove and install faulty equipment is not included under the warranty and is subject to standard DRI service rates. All freight charges to return warranty repairs and/or returns will be billed accordingly.

Digital Resources strives to offer excellent service and support. Please consult with our company representative for information on additional service level agreement options.

Reference Quote # DRI-5620 Client PO#: _____ Print Name: _____ Title: _____

Client: Patrick Stotts Date

Customer Approval:
Please sign above as an authorized agent, approving the products and services proposed. By signing OR emailing your approval, you agree to Digital Resources standard terms and conditions, along with the conditions set forth as written in this proposal. Partial shipments will be shipped and invoiced unless noted otherwise. Taxes and shipping charges will be invoiced separately. Final scope of work and engineering may provide for a change in fees or services which you agree to upon approving this order.

*** Purchase will be taxable according to state / local tax laws for point of delivery. Unless information is completed below.*
NO _____ Tax ID # _____ (A Sales Tax Exempt Form Must Be On File)
Email To: orders@digitalresources.com Thank you for your business!



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 11/6/2024

Number Resolution R-24-4982

Type Resolution

Department Engineering

Title

Approval to purchase a replacement Ditch Witch HX50A Vacuum Excavator from The Charles Machine Works, Inc., Ditch Witch Division, through the Sourcewell Purchasing Program in an amount not to exceed \$128,563.08, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

In order to maintain the City's fleet in an effective and efficient manner, vehicles and equipment are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition. Staff assessed the current 2016 Ditch Witch FX50 Vacuum Excavator and determined the heavy use of the equipment and maintenance record warrants replacement.

This item seeks approval to purchase a replacement Ditch Witch HX50A Vacuum Excavator from The Charles Machine Works, Inc., Ditch Witch Division, through the Sourcewell Purchasing Program, and if approved, the new vehicle would be delivered in early 2025. The existing Ditch Witch Vacuum Excavator will be utilized as a trade for up to a \$35,000 credit toward the new equipment.

Financial Impact

The funding source for this purchase is the Capital Utility Fund

Recommendation

Approve

Attachments

1. The Charles Machine Works, Inc. Contract
2. 1472 Witch Equip Authorized Dealer
3. Sourcewell Charles Machine Contract



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF COLLEYVILLE
SOURCEWELL MEMBER 68623
100 MAIN STREET
COLLEYVILLE TX 76034-2916

Quotation

Information

Quotation No. 20197030
Document Date 09/23/2024
Customer No. 514390
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote

Quote Valid until : 10/23/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** INCLUDES: TRADE-IN 2016 - DITCH WITCH FX50 CMWFX50XKG0000411 \$35,000 APPLIED TO SOURCEWELL CONTRACT PRICE ***** HX50A - HX50A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater No Options 6-4 Reducer Options Prospector Digging Lance			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

CITY OF COLLEYVILLE
SOURCEWELL MEMBER 68623
100 MAIN STREET
COLLEYVILLE TX 76034-2916

Quotation

Information

Quotation No. 20197030
Document Date 09/23/2024
Customer No. 514390
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote
Quote Valid until : 10/23/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Options Traffic Cone Storage			
	Options Trailer Tongue Tool Box			
	Options Water Air Gap			
	Quiet Option Yes			
	Prospector Digging Lance Yes			
	Water Air Gap Yes			
	Traffic Cone Storage Yes			
	Trailer Tongue Tool Box Yes			
	Hydraulic Oil Standard			
	Color Standard			
	Trailer Jack Hydraulic			
1EA	301-5571 - REDUCED FHC BODY (64F-96F)			
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			
1EA	NON CMW PART - REAR LIGHT BAR			
1EA	NON CMW PART - BLUE/AMBER LED LIGHTS			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

CITY OF COLLEYVILLE
SOURCEWELL MEMBER 68623
100 MAIN STREET
COLLEYVILLE TX 76034-2916

Quotation

Information

Quotation No. 20197030
Document Date 09/23/2024
Customer No. 514390
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote
Quote Valid until : 10/23/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		126,275.08
		Total Freight		1,048.00
		Customer Trade-In		35,000.00-
		Installation Charge		1,240.00
		Total Amount		\$ 93,563.08

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



October 7, 2024

City of Colleyville
100 Main St.
Colleyville, TX 76034

To Whom It May Concern:

As the manufacturer of Ditch Witch® underground construction equipment and Subsite® Electronics, The Charles Machine Works, Inc. sells products through our network of independent dealers worldwide.

Witch Equipment Company, Inc., located at 1901 East Loop 820 South, Fort Worth, TX 76112, is our authorized dealer for the sales and service of Ditch Witch equipment and Subsite electronic products in the following counties in the state of Texas: Archer, Baylor, Bell, Bosque, Brown, Clay, Coleman, Collin, Comanche, Cooke, Coryell, Dallas, Denton, Eastland, Ellis, Erath, Falls, Fannin, Freestone, Grayson, Hamilton, Hill, Hood, Hunt, Jack, Johnson, Kaufman, Leon, Limestone, McLennan, Milam, Montague, Navarro, Palo Pinto, Parker, Robertson, Rockwall, Somervell, Stephens, Tarrant, Throckmorton, Wichita, Wilbarger, Wise, and Young.

If we can be of further service to you, please do not hesitate to contact me.

Sincerely,

Scott Smith
Sr. Manager,
Dealer Development
580-572-2264
scsmith@ditchwitch.com

Ditch Witch®

P.O. Box 66 // 1959 W Fir Ave // Perry, OK 73077-0066
[580] 336-4402 // [800] 654-6481 // www.ditchwitch.com

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Charles Machine Works, Inc., 1959 West Fir Ave., Perry, OK 73077 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Supplier's written warranty for such item. Other than the warranties in this paragraph, and Supplier's express written warranties for its products, Supplier expressly disclaims all other warranties, express or implied. Supplier agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. A party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

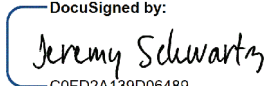
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

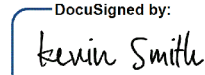
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

The Charles Machine Works, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/20/2021 | 2:14 PM CST

DocuSigned by:

By: FB68493E7FA542A...
Kevin Smith
Title: General Manager, Ditch Witch
Construction

Date: 1/11/2022 | 8:19 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 1/11/2022 | 8:23 AM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: The Charles Machine Works, Inc.

Does your company conduct business under any other name? If yes, please state: Ditch Witch

Address: 1959 W. Fir Ave.
Perry, OK 73077

Contact: Mike Spillars

Email: mike.spillars@ditchwitch.com

Phone: 580-572-2390

HST#: 73-0660844

Submission Details

Created On: Monday September 20, 2021 11:50:01

Submitted On: Wednesday November 03, 2021 13:03:54

Submitted By: Mike Spillars

Email: mike.spillars@ditchwitch.com

Transaction #: 3702aa94-7bb8-4d80-b5f8-bf3388129774

Submitter's IP Address: 205.142.232.18

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Charles Machine Works, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hammerhead Trenchless, American Augers, Subsite Electronics	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ditch Witch, Hammerhead Moles, Subsite.	*
4	Proposer Physical Address:	1959 West Fir Ave. Perry, OK 73077	*
5	Proposer website address (or addresses):	www.ditchwitch.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kevin Smith General Manager, Ditch Witch Construction 1959 West Fir Ave. Perry, OK 73077 ksmith@ditchwitch.com PH: 920 648 4820	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Spillars Corporate Accounts Manager 1959 West Fir Ave. Perry, OK 73077 mike.spillars@ditchwitch.com 580-572-2390	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Todd Miller Sr. Inside Sales Representative 1959 West Fir Ave. Perry, OK 73077 todd.miller@ditchwitch.com 580-572-3365	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Charles Machine Works (Ditch Witch) was a privately held company from 1949 until being acquired by The Toro Company in early 2019 and became the Ditch Witch division of Toro. Ditch Witch® is the premier manufacturer of Underground Construction Equipment that addresses needs in several markets like Utilities, Utility Contractors, Pipeline Contractors, Telcom Industry, Rental Industry, Government and Infrastructure, to name a few. The products offered are Trenchers, Vibratory Plows, Compact Utility Equipment, Directional Drills, Vacuum Excavation, HammerHead® Pneumatic Tools, as well as Subsite® Utility Locating/HDD Guidance Electronics. We invented the first compact utility line trencher 69 years ago and are partnered with a specialist Ditch Witch® dealer organization, which is the envy of the industry. Our vision is to provide the best solutions for success in the underground construction market worldwide by delivering a superior customer experience. Our Core Values are: Integrity above all things; Pride as individuals and a company; Care for our families, our fellow workers, our community, our customers, and the world in which we live; A Pioneering Spirit that drives our aggressiveness and innovation. Since its inception the Charles Machine Works has remained focused on the underground utility market while we worked to continuously expand and strengthen our support of this market by continuously leading the industry in underground equipment such as directional drills, underground moles and sub terrain electronics. All if the Ditch Witch products are manufactured and shipped from our manufacturing facilities in Perry Oklahoma. A large majority of the employees at Ditch Witch live in and around the community and therefore we take pride in the quality of the products that we produce. Our longevity in the market place is rooted in our ability to form a relationship between the factory and our customers by insuring that our Region Managers spend a minimum of two weeks per month in the field with our dealers talking and interacting with our end customers. Of course this schedule has been hampered with Covid-19 travel restriction in the last 18 month. We will however resume a similar schedule as Covid restrictions ease. Please note that where possible all answers are specific to The Charles Machine Works, Ditch Witch, Subsite and Hammerhead brands. However, certain answers must include The Toro Company. Examples of these answers are in questions which are in regards to but not limited to company financial statements, market share, sustainability awards, etc. We have tried to be as specific as possible in our answers.
10	What are your company's expectations in the event of an award?	To continue to grow our business with members of Sourcwell, as we have done with our current contract. We work with our network of Ditch Witch® dealers and their sales personnel to promote the Sourcwell contract to all Government, Education and Non-Profit organizations within their contracted areas of responsibility and to incrementally grow our sales of Ditch Witch and related products using the Sourcwell contract.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Charles Machine Works (Ditch Witch) is a wholly owned subsidiary of The Toro Company and as such attached is The Toro Company's Form 10-Q filing with the United States Security and Exchange Commission. The filing of the Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. The Form 10-Q is a 53 page public statement of finances and outlook of our company. A thorough review of the filing will reveal a company that has a history of strong financial performance. There is also a demonstrated history of growing our business both in terms of organic growth and through acquisition of complementary companies that will enhance our current product offerings.
12	What is your US market share for the solutions that you are proposing?	Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.
13	What is your Canadian market share for the solutions that you are proposing?	Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Charles Machine Works, Inc. (Ditch Witch) is best described as a Manufacturer. We have programs in place that are national in scope in which our specialist Ditch Witch® dealership organization preps and delivers the equipment to a customer who has purchased through the program. We invoice the Sourcwell customer from the manufacturer and fund our dealers for the sale of the equipment. Our dealers are private entities and as such local sales and service professionals are employed by the local dealers. That said, Ditch Witch has Region Sales Managers and Service Managers that work closely with the local dealer and customers in all areas of sales and service of our equipment.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ditch Witch family of products are designed and built in the United States and are built to comply with all applicable voluntary safety and environmental standards. This includes ISO, Construction Equipment, Exhaust and Evaporative standards set by the EPA (Environmental Protection Agency) and the California Air Resources Board (CARB). The Charles Machine Works has a manufacturer's license in our home state of Oklahoma as well as a license to sell used vehicles. We also hold licenses to sell vehicles in the following states. Arizona, California, Nebraska, Utah, Tennessee, Florida and Ohio. For our products that are sold with trailers we hold a new and used trailer dealer license in the State of Oklahoma. IN addition to the licenses owned by The Charles Machine Works the contracted Ditch Witch dealers all hold the appropriate licenses and certifications necessary to sell and service the Charles Machine works family of products in the States and Provinces for which they independently operate. Ditch Witch also requires its factory sales personnel and dealer sales personnel to complete a very robust sales and service schools via the Ditch Witch Certified Training Programs.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	The Charles Machine Works has not been under any suspension or debarment in the past 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
-----------	----------	------------

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Ditch Witch Awards, 2016-2021 2016 Innovative Iron Award, Compact Equipment: CX-Series walk-behind trencher - The CX-Series walk-behind trencher line was selected as a winner of Compact Equipment Magazine's Innovative Iron Award for its cutting-edge short track/long track design. 2016 Editor's Choice Award, Rental Magazine: CX-Series walk-behind trencher - The CX-Series walk-behind trencher line was selected for an Editor's Choice Award for its Magazine's Innovative Iron Award for its short track/long track design. 2016 Contractor's Top 50 New Products Award, Equipment Today: SK752 stand-on skid steer - The SK752 was selected as one of the top 50 new products for contractors of 2016 by Equipment Today, which cited the machine's construction-grade durability and high operating capacity compared to similar models. 2017 Innovative Iron Award, Compact Equipment: SK1550 stand-on skid steer - The SK1550 was selected as an Innovative Iron Award winner from Compact Equipment due to the machine's exceptional power compared to similar models. 2017 Abbot Most Innovative Product Award, NASTT: JT40 horizontal directional drill - The JT40 horizontal directional drill was selected by the NASTT as the most innovative new product of 2017. 2017 Editor's Choice Award, Rental Magazine: SK1550 stand-on skid steer - The SK1550 was selected by Rental Magazine as an editor's choice award winner for its best-in-class operating capacity and construction-grade durability. Twenty for 2017 Award Winner, Landscape Business: SK1550 stand-on skid steer - The SK1550 was selected as one of the 20 top new products of 2017 in the landscaping industry. 2018 Contractor's Top 50 New Products Award, Equipment Today: SK1550 stand-on skid steer - The SK1550 was selected as one of the top 50 new products for contractors of 2018 by Equipment Today due to its best-in-class operating capacity. 2018 Big Iron Dealer Award Finalist, Equipment World: Ditch Witch of Oklahoma, Arkansas and the Rockies - Ditch Witch of Oklahoma, Arkansas and the Rockies was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance. 2019 Innovative Iron Award, Innovative Iron Award: SK3000 full-size stand-on skid steer - The SK3000 full-size stand-on skid steer was named as an Innovative Iron Award winner from Compact Equipment, which cited the machines' best-in-class operating capacity. 2019 Big Iron Dealer Award Finalist, Equipment World: Orange Power Group, Ditch Witch Dealership - The Orange Power Group was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance. 2019 Editor's Choice Award, Green Industry Pros: Ditch Witch Family of SKs - The Ditch Witch line of stand-on skid steers was selected by Green Industry Pros for a 2019 Editor's Choice Award. Twenty for 2020 Award, Landscape Business: SK3000 full-size stand-on skid steer - The SK3000 was selected as one of the 20 top new products of 2020 in the landscaping industry. 2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer - The SK3000 was selected by Green Industry Pros for a 2019 Editor's Choice Award. 2021 Editor's Choice Award, Rental Magazine: SK3000 full-size stand-on skid steer - Rental Magazine selected the SK3000 as an editor's choice award winner for 2021, honoring the year's top products in the rental industry 2021 Abbot Most Innovative Product Award, NASTT: JT24 horizontal directional drill - The JT24 was selected by the NASTT as one of three finalists for the most innovative new product of 2021.
19	What percentage of your sales are to the governmental sector in the past three years	As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows. Net Sales by Segment: Professional 73% Residential 26% Other 1%
20	What percentage of your sales are to the education sector in the past three years	As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows. Net Sales by Segment: Professional 73% Residential 26% Other 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Public Utility Contract is the only Cooperative contract awarded to The Charles Machine Works. However, our products are sold though both an HGAC and Buy Board contract that is administered by a third party who handles the pricing, quoting, invoicing and any audits requested.. Sourcewell is our premier cooperative contract and is the only contract that Ditch Witch conducts dealer training and markets with our dealer network. Note: As a publicly traded company the detailed sales information for each contract is considered confidential.

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The Charles Machine Works does not hold a GSA contract but like HGAC and Buy Board our products are sold on a GSA contract that is administered through a third party. Note: As a publicly traded company the detailed sales information for each contract is considered confidential.	*
----	--	---	---

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Berthoud	Brandon Keegan	970-980-4410	*
City of Jeffersonville	John Walling	502-551-1305	*
Augusta County Service Authority	Chuck Butler	540-487-9440	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Texas - TX	Machines purchased for Utility Installations/Maintenance	3 Units	\$590,034	*
Confidential	Government	North Carolina - NC	Machines purchased for Utility Installations/Maintenance	4 Units	\$417,164	*
Confidential	Government	Tennessee - TN	Machines purchased for Utility Installations/Maintenance	2 Units	\$417,164	*
Confidential	Government	Alabama - AL	Machines purchased for Utility Installations/Maintenance and other misc. municipal work	6 Units	\$416,669	*
Confidential	Government	Washington - WA	Machines purchased for Utility Installations/Maintenance	3 Units	\$395,507	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	The Ditch Witch® Factory has 25 sales, product specialists and marketing personnel who work with our specialist dealership organization across the entire United States and Canada in all facets of the business. Dealers employ more than 250 professional salespersons in the local area markets across the US and Canada that are positioned to service all Sourcewell members.
26	Dealer network or other distribution methods.	We have an independent specialized Ditch Witch® dealer organization in North America whose focus is the sales, service and support of the Ditch Witch, HammerHead® and Subsite® product lines. There are 28 dealer owners with over 150 branch locations in North America. Within those locations, there are 250+ sales personnel and 250+ parts employees to provide sales, support and training to Ditch Witch customers. We have included a list of our dealers and their locations with this proposal.
27	Service force.	In addition to a team of Service Support and Parts Supports Managers located in the Perry Campus the dealership organization has well over 600 trained service personnel throughout North America to provide unmatched service support to our customers. The factory employees and the dealers employees work in tandem to make sure that our customers are fully satisfied with the productivity of their equipment.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our order process for Sourcewell is as follows: 1. Our dealership sales personnel work with the Sourcewell member to spec the equipment properly for their area. 2. the local DW dealer provides this information to our internal Global Account group to quote the unit with the Sourcewell pricing. 3. Once the Sourcewell customer decides to purchase, the Purchase Order is made out to The Charles Machine Works, Inc. 4. The Ditch Witch® dealer orders the equipment or delivers out of their inventory to the Sourcewell customer. 5. Upon delivery the Ditch Witch dealer sends in a delivery receipt to the factory. 6. The factory bills the Sourcewell member, and at the same time, funds our dealer for the sale. By having this type of system, all Sourcewell sales go through one entity, the factory, so we can track the sale and give the proper quarterly sales and fee to Sourcewell.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As indicated in questions 25-28 we have an extensive specialized Dealer Network with all dealer branch locations having full service shops with specialized tools and equipment to service and maintain our customers machines. Dealer technician follow a complete factory training certification program Dealer locations team with the factory to insure that our customers are repaired and back on the job site as quickly as possible. As with any service organization shop load is the determining factor on how rapidly a unit can be repaired and returned to the customer. That said, the dealership works closely with our factory service reps to insure that repairs are timely and more importantly, fixed correctly. Our years of industry success can be directly attributed to our world class service after the sale. One example of our world class service is our Pro Technician program. The Pro-Technician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money." With the complete dealer coverage throughout the United States (93 locations) we are more than able to provide products, and services to Sourcewell entities. Every dealer in the Ditch Witch network participates in the Sourcewell contract and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With the complete dealer coverage in Canada (46 locations across 9 provinces) we are more than able to provide products, and services to Sourcewell entities. Just like in the U.S. every dealer location in Canada network participates in the Sourcewell contract when the opportunity exists and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will fully service all geographic areas of the United States and Canada. With 150 plus dealer locations across North America we are able to reach every geographic sector.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We service all Sourcewell member sectors. As stated in question 32, with 150 plus dealer locations across North America we are able to reach every geographic sector and we are not limited by other cooperative contracts in our ability to service the Sourcewell contract and its members.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional freight will be charged on any equipment purchased in the areas mentioned. Quotes for machines being delivered to Alaska and Hawaii will have the freight charges indicated on the quote.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Ditch Witch® will promote the Sourcewell partnership on our dealer channel communications web site. The Ditch Witch Dealer Central intranet site provides dealers with all of the information and tools they need to work in concert with the factory on all products, ordering, quoting, product support and more. The Sourcewell program will be consistently communicated to our dealer channel throughout the year via this critical site. This will allow Ditch Witch dealers to inform their sales, parts and service teams to support Sourcewell members in the marketplace. - Ditch Witch is creating a sales flier that will showcase and explain the Sourcewell and Ditch Witch partnership program. This can be made available as a PDF for local printing at all Ditch Witch dealership locations. - Ditch Witch has created an informational PowerPoint presentation that provides all of the important information and details that Ditch Witch dealers need to effectively execute the Sourcewell partnership program. This information is also available 24/7 on the Dealer Central web site for all dealer and factory personnel. - The Ditch Witch factory will distribute the Sourcewell member list by Ditch Witch dealer APR (Area of Primary Responsibility) two times per year which will provide our dealer sales force with the exact members in each of their territories. - We will use the Sourcewell member list in conjunction with the local dealers to actively pursue current members business as well as use the member list to promote other local SLED agencies that may not be a Sourcewell member to become a member. We have found that the member lists are invaluable tool for "helping" an apprehensive entity to become comfortable with Sourcewell when they see their neighboring city is a Sourcewell member. - In addition, we will prepare a press release and then post in our Press Room: http://www.ditchwitch.com/press-room. Other ways we market partnerships are through our website
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We deploy a comprehensive range of digital marketing and media tools to enhance our customers' experience with our brands, to support our new product launches, to sustain existing product leadership and build stronger relationships. These tools include social media, smart display, paid search, marketing automation, social sentiment tracking and more. Facebook, Twitter, Linked In, You Tube and Instagram are examples of social media in which we are active. We also have a very comprehensive web site designed to be not only very informative and educational but, interactive with the customer. Our My Ditch Witch portal allows customers to track their machines and monitor the performance of their fleet.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to be a partner with The Charles Machine works in promoting our newly awarded contract by issuing an email blast to all current Sourcewell members which announces that the award was given to The Charles Machine Works (Ditch Witch). We would also like to see the announcement on all Sourcewell social media outlets. Thought out the course of the contract we would expect that Sourcewell be the leader in promoting the use of procurement contracts and include Ditch Witch in all publications/advertisements that promote Sourcewell available contract holders. We would expect that Sourcewell attend all industry government industry trade shows to promote Sourcewell vendors and processes. We have worked for years to promote Sourcewell in our sales processes with our dealer network and as a result Sourcewell is almost second nature to our dealer salespeople. The Sourcewell sales process is not only documented in our dealer portal but, also supported with new salesperson training and two power point presentations on how to use Sourcewell as a selling tool and the internal sales process. Additionally, all local Sourcewell training opportunities through Sourcewell University and Sourcewell Sales Accelerator are sent to the internal Region Sales Manager and also the local dealer locations encouraging them to enroll dealer salespeople that need such training. This includes both new salespeople and seasoned salespeople as a refresher course.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the unique and endless configurations of our products it is very difficult to develop an e procurement system for our products. Each model requires a custom quote. That said we are excited to see the new and upcoming Sourcewell market place which we are anxious to participate. We feel this could help with marketing and developing an e commerce solution to Sourcewell members. Our intent is to be very active in the Sourcewell Marketplace and make it as effective as possible.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operator and equipment training are performed at the time of delivery by our dealership organization. Maintenance training is performed on an as-needed basis from our authorized Ditch Witch® dealers or the Ditch Witch factory. This initial training is performed at no charge to the Sourcewell member. Additionally operator and safety training is available in the MY Ditch Witch tab at www.ditchwitch.com.
40	Describe any technological advances that your proposed products or services offer.	We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time Below is a list of technological advances we build into our machines. SK3000 Compact Utility Loader 3102 lbs rated operating capacity (ROC) 118-inch hinge pin height - Under CDL requirements - Integrated hydraulic controls

	- Self-leveling arms with ride control - Patented throttle control system linked to platform; more fuel efficient - 360-degree visibility - Easy on/off platform
	SK600, SK800, SK900, SK1050, SK1550 Compact Utility Loaders - Patented cruise control on ground drive - Patented hydraulic control system with integrated platform switch - Patented hydraulic auxiliary manifold for dual aux - 360-degree visibility - Easy on/off platform - Up to 1978 lbs rated operating capacity (ROC) - Up to 94.5-inch hinge pin height Zahn - Stand-on Articulating Tool Carrier - Patented stand-on articulation - Patented quick change front end - 360-degree visibility - Easy on/off platform
	410SX Vibratory Plow - 49.6-hp Gas engine, no exhaust cleaning or after treatment - Optional front attachment, such as a trencher - Easy to use, color coded controls, with operator presence system - Install cable and pipe up to 24" deep
	C12X, C14, C16X, C24X, C30X Pedestrian Trenchers - Patented sprocket w/ double mud relief - Patented non-symmetrical tracks for balance - Patented track and guide member - Up to 6" trench width, up to 48" dig depth
	Utiliguard Utility Locators - High-contrast LCD display is visible in all conditions, including direct sunlight. - Remotely control the transmitter with the receiver. - Wireless technology simplifies communication and data transfer to other communication devices. - UtiliGuard 2 locator is direction enabled, i.e., provides the direction of the current to help you identify the target line. - Ambient Interference Measurement (AIM) technology scans the surrounding area for noise and recommends the best frequencies for the fastest, most accurate locates.
	Marksman Plus HDD Guidance - Superior performance in high-noise environments with the industry's widest range of frequencies in a single beacon. - Scans the most-usable frequencies, selecting the best choice to avoid interference. - Stronger communication between tracker and beacon at extended depths (130+ feet) for more productive bores. - Intuitive user interfaces for ease of use; choose Classic View or the new Marksman View. - Advanced locating methods let you use your preferred method of locating. - Drill-To Mode: Extended range enables the drill operator to make real-time corrections further out, improving bore accuracy
	Utility Inspection - High-resolution video with a total zoom of 40:1 (10X optical and 4X digital). - Integrated pan/tilt head with built-in ultra-bright, fully adjustable LEDs. - Remote controlled with full camera head swing/rotation. - Programmable pan and rotate limits with on-screen instructions. - Internal pressure and humidity sensors and internal clock with startup counter. - Home function to return camera head to straight-ahead position. - LED lights with remote-controlled settings.
	JT5, JT10, JT20 Horizontal Directional Drills - JT5/JT10-Optional GPS for theft protection - JT20 -Wireless ground drive-ease of set up and mobiling - Dual stick operation-operator comfort - Drill and pipe loader automation- Ease of operation - Orange Intel-Telematics technology
	JT28 Horizontal Directional Drill - Wireless ground drive-ease of set up and mobiling - Dual stick operation-operator comfort - Drill and pipe loader automation- Ease of operation - Orange Intel-Telematics technology
	JT24 Horizontal Directional Drill - Operator uptime features, including manual overrides for key drilling operations. - Alternate joysticks for Ditch Witch or Vermeer style drill operations. - Ergonomic operator station for hours of comfortable operation. - Consistent user controls with other platform drill family. Helps operators go from one machine to another with seamless operation training. Also allows component sourcing and the use of more common components. - Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points. - Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning. - Wide stance undercarriage makes this the most side slope stable drill on the market! - Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill. - Patented open sided breakout
	JT32, JT40 Horizontal Directional Drills - Operator uptime features, including manual overrides for key drilling operations. - Alternate joysticks for Ditch Witch or Vermeer style drill operations. - Ergonomic operator station for hours of comfortable operation. - Consistent user controls with other platform drill family. Helps operators go from one machine to another

	with seamless operation training. Also allows component sourcing and the use of more common components. - Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points. - Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning. - Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill. - Orange Intel- Telematics Technology - Patented open sided breakout - Carriage Thrust Break - Patented Virtual carriage brake - Thrust and Rotation limiter - Patented slide cartridge- reduces downtime AT32, AT40 Horizontal Directional Drill - Patented Dual Pipe system-Production and serviceability - Patented Rockmaster housing- Switchback - All of the call outs in JT version above RT70 Riding Trencher - Centrifugal cooling fan - Single piece advanced composite hood with lift assist - Trench depth meter, providing display and logging of trench depth, distance, profile, and productivity. - Anti-stall technology - Advanced cruise control - Enhanced rear steer with active center, crab & coordinated steering modes - Tier 4 Final/Stage V engine and aftertreatment - 120 degree swivel seat - 3 speed shift-on-the-fly w/ autoshift software - Reconfigurable to tracks for tires as needed - Electric over hydraulic attachments - CAN BUS - Ergonomic operator station, designed for cool operation, comfort, and visibility of attachments & surroundings. - Center & offset trencher, plow, backhoe, reel carrier - Microtrenching Attachments - Optional GPS and Telematics with OrangeIntelTM RT80 Riding Trencher - Tier 4 Final or T4i offerings - Advanced cruise control - Reconfigurable to tracks for tires as needed - Swivel seat - Center & offset trencher, combo, saw, plow, backhoe, reel carrier - Microtrenching Attachments - Optional GPS and Telematics with OrangeIntelTM- RT120, RT120Q Riding Trencher - Advanced cruise control - Swivel seat - Center & offset trencher, combo, saw, plow, backhoe, reel carrier - Optional GPS with OrangeIntelTM RT125, RT125Q Riding Trencher - Tier 4 Final engine and aftertreatment - Advanced cruise control - 3 speed shift-on-the-fly w/ autoshift software - 120 degree swivel seat - Electric over hydraulic attachments - CAN BUS - Center & offset trencher, combo, saw, plow, backhoe, reel carrier - Microtrenching Attachments - Enclosed cab (optional) with heat, A/C & pressurization - OrangeIntelTM Telematics standard M200/300 Reclaimers - Derrick Technology MV Hydrovacs - 31 HP Vanguard Engine - Reverse Flow - Jib Boom - Purpose built vac trailer - 15" Hg lift - 500 CFM - Water system HX Hydrovacs - Reverse Flow - Remote control operation - Power Boom - Water System w/ 3000 PSI - 15" Hg lift - Prospector Digging Lance - 1315 CFM - Purpose built vac trailer Orange Intel Telematics - Standard feature of machine monitoring for larger HD drills and riding trenchers. - Geo-Fencing - Troubleshooting - Optional GPS kits for smaller compact equipment
--	--

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Ditch Witch has always been very diligent in making sure that we are good stewards of the environment. Those efforts have been ratcheted up to an even greater degree now that we are part of the Toro family. Part of the Toro purpose is "to help our customers enrich the beauty, productivity and sustainability of the land." the full details of our sustainability initiative can be found at https://thetorocompany.com/sustainability/sustainability-endures. The "green" initiatives at our manufacturing facility include the following: - Recycling of cardboard, glass, plastic and scrap metal. -We also capture waste oil and any ethylene glycol for recycling. -Wooden pallets are taken to our city recycling location to be shredded. -Janitorial supplies used for cleaning in our facility are all green products. - Machine coolant in our NC machines and lathes in our machine shop are green. -No petroleum-based products are used for coolant. -Lighting in the plant has been changed over to low consumption florescent lights which save energy. -Our parking lot lights are all LED lights, again to save energy. -We also heat and cool three of our buildings at our manufacturing facility with ground source heat pumps designed to save energy. -Since being purchased by Toro they have implemented a new energy management system to monitor energy consumption and resource efficiency at production facilities. - We have replaced paper manuals with on line digital manuals to reduce paper usage. - Our Hammerhead brand introduced "cure in place pipes" whereby aging and or ruptured pipes are repaired with a revolutionary Blue Light LED system. This system extends the life of existing pipe networks and reduces landfill waste.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	- 2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer - The SK3000 was selected by Green Industry Pros for a 2019 • Editor's Choice Award. - The Toro Company (parent company) was pleased to be recognized as a 2020 Recycling Demand Champion by The Association of Plastic Recyclers (APR). -In 2020, the U.S. Environmental Protection Agency recognized The Toro Company (parent company) with a WaterSense® Excellence Award for the fifth consecutive year. This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste through education and developing products that are independently certified to use less water.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we do not have any dealers that we are aware of with certifications in these categories we do have two dealers that have a female majority ownership and several others with non-majority female ownership. We also have other dealers that are veterans but are not certified as Veteran owned corporations.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money." We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time frame. We feel that using the approach described above gives us the ability to offer a better quality product, as the components are designed for use in a particular unit, as opposed to a purchased component off the shelf. We have competitors in all of the products that we manufacture at Ditch Witch. What makes a difference is how we manufacture our products vs. our competition. Manufacturing a large portion of our products ourselves gives us advantages that are not the same as our competition. A good example is the fact that we design and manufacture our Directional Drills, the drill pipe that goes with that particular model, and the electronics that go with the drill to track its progress and give accurate location information. Our competitors don't make their own drill pipe or electronics as they depend on other manufacturers to supply them. We have better control and can make necessary changes faster by not having to depend on other companies. We also manufacture our own tanks and trailers for our vac systems. Again, our competitors rely on other manufacturers for these products. Our factory trained technicians make Ditch Witch service stand out in the industry. The Ditch Witch ProTechnician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry. For all of these reasons Ditch Witch has become synonymous with the underground trenching industry. Much like Kleenex is to facial tissue Ditch Witch is to underground trenching machines. There is a lot of value to a customer to purchase from such a highly recognized manufacturer.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, our standard factory warranty covers all products for failures in material and workmanship. (Excluding wear items.) All parts and labor for warrantable failures are covered by the standard warranty. The Sourcewell member is responsible for all required maintenance and adjustments as stated in the operating manual for each model. Failure to perform required maintenance may be grounds for denial of warranty for a component negatively affected by failure to perform maintenance. Exclusions from Product Warranty •All incidental or consequential damages. •All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended. •All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations. •All engines and engine accessories (these are covered by original manufacturer's warranty). •Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser) A copy of our limited warranty can be found in the Attached Owners Manual. Each machine purchased will come with a copy of the owners manual which contains a copy of our manufacturers limited warranty.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. (see section 45 for any exclusions)
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. For any unit that is over 50hp we pay our dealerships a fee for up to 400 miles if a service truck is dispatched, plus pay for parts and labor for the repairs. Other travel time may be approved on a case by case basis as deemed necessary.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Our dealer network encompasses the entirety of the United States and Canada. We have 150+ brick and mortar locations with service trucks and over 600 technicians for service and warranty repairs.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, excluding the following: Engines, tires, batteries or VanAir Systems which are covered by their respective manufacturers warranties.
50	What are your proposed exchange and return programs and policies?	New, unused, uninstalled parts in their original containers are eligible for return within 90 days of purchase. Return shipment to Ditch Witch will be the responsibility of the customer. All sales of wholegoods are final and not eligible for return. We reserve the right to make good faith customer satisfaction decisions on all customer purchases up to and including returns/exchanges.
51	Describe any service contract options for the items included in your proposal.	The Ditch Witch dealership offers up to a 2000 hour service contract that can be purchased locally from the servicing dealer. If a customer chooses a service contract the price will be included on the Sourcewell quote.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are Net 30. We accept check, and or payment via ACH transfer.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Ditch Witch® Financial Services, our in-house finance group, offers a complete package of leasing and conditional sales programs to meet the needs of our customers. Lease terms and rates are as follows: The 24, 36 & 48 month lease Index rate is determined based on the 3 year, 4 year and 5 year published swap rates on the Board of Governors of the Federal Reserve System and is adjusted quarterly. The Ditch Witch® Financial Services (DWFS) standard lease is a purchase option lease and not considered a fair market value lease. Residuals are determined before contract agreement has been signed. Lease terms are 24,36,48 and 60 months. Ditch Witch® Financial Services (DWFS) is a private label group under Bank of the West, which is a subsidiary bank of BNP Paribas.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will provide the customer with an authorized Sourcewell price quote from Ditch Witch for any product a Sourcewell member wishes to have quoted. We will accept a standard Purchase Order from the customer. Once the unit is delivered by the local servicing dealer the customer will need to sign a delivery receipt. Ditch Witch will then invoice the member on our standard invoice. Sample copies are attached.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, not at this time. We reserve the right to initiate the acceptance of P-Cards at a future date of our choosing should we decide to pursue a P-Card payment method.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is a discount from the Manufactures Stated Retail Price MSRP on each product. Attached to the RFP is a list of all products and their MSRP prices. Discounts to Canada will be 2% less than the discounts offered in the US. This will account for all customs fees and other associated costs associated with shipping from the U.S. to Canada. Attached are price lists by model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ditch Witch is offering discounts up to 10% from our manufacturers stated retail prices on all Ditch Witch, Hammerhead, and Subsite equipment. See attached pricing sheets for specific discounts on each model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Since we consider the Sourcwell Contract, and therefore their members, to corporately qualify for high volume discounts or rebates we offer a very attractive discount up front on all machines. Our pricing is best pricing up front and therefore additional volume discounts or rebates are not necessary and therefore not offered in our proposal. Local dealers may, from time to time, may offer special pricing to compete in their local markets. Such pricing will be at dealer discretion and will always be below the Sourcwell contract price.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products will be provided locally through the delivering dealer. The delivering dealer will provide a quote for the non Ditch Witch "sourced" product and the quote will be added onto the quote for the Sourcwell customer. The customer will have the option to accept the quoted price or reject the price and choose to only purchase the approved Sourcwell product from Ditch Witch or its sister companies. Then the customer would be free to purchase a "Sourced" item from the brand of their choosing.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are installation charges associated with certain optional features that may need to be installed on the Ditch Witch machines. Installation charges for those items will be clearly listed on the quote for the Sourcwell customer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are shipped from our factory in Perry, OK to the local Ditch Witch dealer that will be making the final delivery of the product to the Sourcwell member. We have attached a freight matrix that details current shipping rates to each geographic area of the country including rates to ship into Canada. The local dealer does not charge freight or a delivery charge for final delivery from the dealer to the local Sourcwell member. Other freight charges per item are included in the pricing lists. In certain instances Sourcwell members may take delivery from dealer inventory however, such inventory will be subject to the same freight charges as new production orders from the factory. Freight to Hawaii and Alaska will be quoted separately as needed. All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada rates are listed in the freight matrix as indicated in question #61. Freight to Hawaii and Alaska will be quoted separately as needed. Note: Shipping rates to Alaska and Hawaii have varied drastically over the last 18 months and will continue to vary for the foreseeable future. All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All of the equipment in this proposal will receive a Pre-Delivery Inspection (PDI) from the Ditch Witch dealer that includes a multi-point inspection of key components to insure everything complies with the Ditch Witch standard operations of the machines. A delivery checklist is reviewed with the customer to insure that key are covered by the dealer. This includes the provision of an operators manual for each machine, explanation of the standard limited warranty and phone numbers and contact information of the dealer service and parts personnel in the event that they would need to be contacted by the member This may also include operator training at time of delivery as needed.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Soucwell is our premier conduit to deliver our product to Government customers and as such we offer premium pricing to Sourcwell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	1. All Sourcewell quotes will be generated by the Ditch Witch factory and not from the independent dealer network. All quotes will be on an official Ditch Witch Quote (Sample attached) 2. All purchase orders for the purchase of machines on the Sourcewell program will be issued to The Charles Machine Works and not the servicing dealer. This will ensure the PO matches the official quote. 3. Invoicing to the customer will be directly from the Charles Machine Works. 4. Payment will be made to The Charles Machine Works. With this process we remove the dealer from all pricing and guarantees that the Sourcewell contract pricing is compliant. In addition since all invoicing is provided by The Charles Machine Works we track each sale in our system by customer member number in our sales systems. We then run quarterly reports directly from our sales accounting system to insure every sale on the Sourcewell contract is not only priced correctly but also reported to Sourcewell correctly so that the administrative fee will be correct.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We provide monthly sales reports on the Sourcewell contract to our internal stakeholders and executive management. Example attached.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Charles Machine Works, Inc. will propose to pay Sourcewell a fee of 2% of the contract sales price of the machine less any freight and set up for all products in our proposal.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering the complete line of Ditch Witch® pedestrian and ride on trenchers, vibratory plows, compact utility products, stand on track loaders and attachments, directional drills, vacuum excavation products, micro trenching products Subsite® pipe and cable locators, tracking electronics, as well as the complete line of HammerHead® pneumatic piercing tools.. All of these products are offered and available through our extensive dealer network. See attached for a list of current models. Ditch Witch Model Summary Pedestrian Trencher line up offer Engines from 12-31 hp and dig depths of 24-48 inches. Ride on Trenchers line up offers Engines from 130hp and trencher dig depths to 97" Stand On Skid Steers have operating capacities from 600lbs to 3,100lbs. Vacuum Excavators Range from 150-gallon to 800-gallon Vacuum tanks. Ditch Witch Directional Drills range from 4,100 lbs. and 70,000 lbs. of Thrust Force. Subsite Electronics offers several models of HDD Guidance locators including Marksman, TK Recan, TK Recon repeater, Commander 7, Field Scout, Scoutview, HDD Beacons, TMS Plus and TSR Mobile. Subsite HDD Guidance systems and our exclusive Green Ops™ process give you a clear plan, more control, and faster reporting for safer, more productive jobs. Subsite Electronics also offers a complete line of utility locators including Utiliguard 2, 830R/T, Locating beacons and 2550GR ground penetrating radars system. Before you dig, trench or bore, you need a clear understanding of the hazards below your jobsite. Without it, you're working blind. Hammerhead offers a complete line of mole piercing tools. Including the Active head, Catamount and Standard tools moles as well as the Moletrac locating kit. HammerHead Mole® piercing tools are some of the most reliable in the industry today. With more than 24 models ranging from 2" to 8" (50 to 200 mm). HammerHead Mole piercing tools feature an industry-leading design that uses the heaviest one-piece striker in the industry. Our body housing design provides better durability and tool life than competitive models.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Ditch Witch Utility trailers purpose built for the transportation of Ditch Witch branded equipment.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☐ Yes ☒ No	We do not manufacture these products as we specialize in the underground utility market.	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☐ Yes ☒ No	We do not participate in this category.	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	The Charles Machine Works, Inc., is a family of companies that offers an entire range of fully integrated products that address the installation of pipe and cable underground. That is the singular purpose of our business. Our family of companies complement and complete each other so that we can be the sole source provider from the beginning to the end of every HDD bore. Subsite® Electronics locate existing pipe and cable underground and track the installation of new pipe and cable being installed so that the HDD equipment operator virtually has "eyes that see underground." Ditch Witch® equipment offers a broad line of equipment ranging from mini skid steer units to trenchers to HDD machines to vacuum excavators. American Augers® and Trencor® offer HDD machines in sizes that exceed Ditch Witch models to accommodate the largest of jobs. DWTXS® offers an HDD line of equipment specifically designed for various segments of the international market. The HammerHead® line of equipment ranges from moles to pipe bursters. The Radius® line of HDD tooling complements those manufactured by Ditch Witch and HammerHead for the most complete line of HDD tooling offered by any manufacturer in the underground construction market today. When pre-owned equipment is the answer, MTI® is the one-stop shop for those needs. The synergy created by The Charles Machine Works, Inc., family of companies is intended to give any contractor assurance that we have the product to complete the most difficult of installations of pipe and cable underground and that we do so with maximum productivity and cost efficiencies in mind.	*
73	Utility locating equipment	☒ Yes ☐ No	Our Subsite products are industry leading in the area of utility locating equipment.	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	We offer all of our branded attachments purchased in conjunction with a whole good machine. We are not offering replacement parts or service as a part of this bid. Replacement parts and service will be provided by the local dealer but, not as a part of this RFP.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Tuesday November 02, 2021 08:11:59
- [Financial Strength and Stability](#) - Financial Statement Info and Dealer List.zip - Tuesday November 02, 2021 08:11:09
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday October 2, 2021 15:12:33
- MBE/MBE/SBE or related Certificates (optional)
- [Warranty Information](#) - Ditch Witch Limited Warranty Policy.pdf - Wednesday October 2, 2021 15:01:14
- [Standard Transaction Document Samples](#) - Transaction Documents.zip - Wednesday October 2, 2021 15:01:3
- [Upload Additional Document](#) - Dealer List-Training -Product Technology - Product Lit.zip - Tuesday November 02, 2021 08:11:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Spillars, Corporate Accounts Manager, The Charles Machine Works

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 11/6/2024

Number Resolution R-24-4982

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with CSRS, LLC, in an amount not to exceed \$109,288.76, for the design of the Heritage Avenue Right Turn Lane Extension Project, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

In September of 2024, City Council approved the 2025-2029 Capital Improvement Program (CIP) by Resolution R-24-4970, which includes the Heritage Avenue Bridge Culvert Expansion and Right Turn Lane Extension.

The project consists of extending the Heritage Avenue southbound right turn lane at Cheek-Sparger Road and expanding the existing bridge culvert as needed to accommodate the right turn lane improvements.

The engineering design proposal is comprised of basic services in the amount of \$109,288.76, which include topographic survey, utility coordination, wetlands delineation and permitting, bidding and contracting, and construction administration assistance.

Financial Impact

The funding source for the project is the Capital Projects Fund and \$375,000 from the Tarrant County 2006 Transportation Bond Program Precinct 3 discretionary funds.

Recommendation

Approve

Attachments

1. CSRS Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
HERITAGE AVENUE CULVERT AND TURN LANES

This Professional Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **CSRS, LLC** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional 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, Professional 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

Upon written notice to proceed by City, Professional agrees to provide to City Heritage Avenue Culvert and Turn Lanes ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such 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 and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional's Obligations

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

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. 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 A**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) 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 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.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under 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.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) 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 Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional'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. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

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

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the City.

Section 4. Performance Schedule

(a) Time for Performance. 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. 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 in conformance with this Section 4 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 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 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional") for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component 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 any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; 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 any other documents prepared by Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional 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

Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional 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 Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional 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 if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional 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 as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional 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. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed ONE HUNDRED AND NINE THOUSAND, TWO HUNDRED AND EIGHTY-EIGHT DOLLARS AND SEVENTY-SIX CENTS (\$109,288.76).

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed 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 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 Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. 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 reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

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 fifteen (15) 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 written 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 Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional'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 Professional 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 Professional 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 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; 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 Professional.

(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 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 party's 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: (1) how and why their performance was so prevented, (2) 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 (3) 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 8. 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 Professional.

(c) Termination Following Request for Modification. 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.

(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 Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional 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 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to 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 for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. 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 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, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, 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 PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES 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).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

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. Verifications by Professional

Professional'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 Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional'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 Professional'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 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional 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 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 INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

CSRS, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Jimmy Stathatos
DFW Market Leader

Date: _____

Date: _____

Notice Address:

Notice Address:

City of Colleyville
Attn: City Manager
100 Main Street, 3rd Floor
City of Colleyville, Texas 76034
E: jducay@colleyville.com

CSRS, LLC
Attn: Jimmy Stathatos, DFW Market Leader
15950 Dallas Pkwy Suite 210
Dallas, Texas 75248
E: jimmy.stathatos@csrsinc.com

Colleyville Contract ID:
PSA_ED_October 22, 2024_v1.20220714

EXHIBIT “A”
SCOPE OF SERVICES

(attached)

October 14, 2024

Ms. Amber Beard
Director of Public Works
City of Colleyville
100 Main Street
Colleyville, Texas 76034

**RE: Heritage Avenue Right Turn Lane Extension
CSRS Project No P24243.00.000**

Dear Ms. Beard:

Pursuant to our recent discussions regarding Heritage Avenue, we are pleased to present our proposal for engineering, survey, and other services associated with the construction of a right turn lane improvement. The attached Exhibit A outlines our services to complete the project.

Should you have any questions, please contact us. Our proposal is valid for sixty (60) days from the date of this letter. Your signature below will serve as your general acceptance of the scope items and fees.

Thank you for the opportunity to assist the City of Colleyville.

Respectfully,

CSRS, LLC

City of Colleyville



Jimmy Stalatos
DFW Market Leader

by: Amber Beard
Director of Public Works

Date

Enclosures

- *Exhibit A – Scope and Fee Outline*
- *Exhibit B – Survey and Environmental Limits*
- *Exhibit C – CSRS Rate Table*
- *Exhibit D – Brittain & Crawford, LLC Survey Proposal*

Exhibit A

HERITAGE AVENUE RIGHT TURN LANE EXTENSION

Colleyville, TX

Background and Overview

The City of Colleyville would like to improve the Heritage Avenue southbound right turn lane at Cheek-Sparger Road, address scour issues at the existing culvert crossing, and to extend the existing culvert as needed to accommodate the right turn lane improvements.

The CSRS team proposes to provide the following engineering and related services required to perform the design of the proposed improvement including:

Engineering Basic Services:

I. Final Design

30% Design Submittal

The 30% Final submittal shall be prepared in general accordance with the project design guidelines.

30% Design Plans

The 30% Preliminary Design submittal shall consist of the following items in general compliance with client requirements and design guidelines.

- Title Sheet
- Typical Section Sheets
- Existing ROW lines
- Plan View
- Geometric Layouts
- Cross Sections at Critical Design Locations
- Concepts of Proposed Culvert Crossing Improvement

30% Design Deliverables

- Electronic copy of 30% design drawings
- Hydraulic Calculations

As part of the 30% Hydraulic Calculations Submittal CSRS will perform Hydraulic Analysis and shall consist of the following:

- Cross drain design - Analyze and document the hydraulic design and performance of proposed cross drains.

60% Design Submittal

The 60% Final submittal shall be prepared in general accordance with the project design guidelines and shall also include incorporated comments from the previous submittal.

60% Final Plans

The 60% Final Plans submittal shall consist of the following items:

- Title Sheet
- General Notes
- Typical Section Sheets
- Summary Sheets
- Summary of Estimated Quantities
- Plan & Profile (1" = 30' Scale)
- Temporary Benchmarks and Reference Points
- Existing Drainage Map
- Design Drainage Map
- Geometric Layout
- Erosion Control
- Pavement Markings and Permanent Signage
- Conceptual Sequence of Construction and Construction Signing Layout
- Cross Sections
- Details

60% Final Design Deliverables

- Electronic copy of 60% Final design drawings (11"x17")
- 60% Final Construction Cost Estimate
- Hydraulic Calculations

100% Final Design Submittal

The 100% final design shall be complete with all special provisions, details, and drawings fully coordinated, and shall be ready for bidding. CSRS will develop and coordinate the schedule of unit price work with the standard specifications and requirements of the project.

CSRS shall prepare final estimates of construction quantities for all aspects of the project and will prepare an updated construction cost.

CSRS will prepare the required documents to obtain approval of applicable governmental authorities having jurisdiction over the design and/or operation of the project and public and private utilities affected by this project.

100% Final Plans Submittal

The 100% Final Design submittal shall consist of the following items in general compliance with the project design guidelines:

-
- Title Sheet
 - General Notes
 - Typical Section Sheets
 - Summary Sheets
 - Summary of Estimated Quantities
 - Plan & Profile (1" = 30' Scale)
 - Temporary Benchmarks and Reference Points
 - Existing Drainage Map
 - Design Drainage Map
 - Geometric Layout
 - Erosion Control
 - Pavement Markings and Permanent Signage
 - Sequence of Construction and Construction Signing Layout
 - Cross Sections
 - Details

100% Final Design Deliverables

- Electronic copy of the specification and special provisions table of contents, and draft special provisions and specifications in Microsoft Word format
- Electronic copy of the construction pay items and quantities in Excel format
- Electronic copy of 100% drawings in pdf format
- 100% Final Opinion of Probable Construction Cost
- Hydraulic Calculations
- Specs/Special Provisions/Bid Forms/Etc.
- Response to Comments from the 60% Final Plans Submittal

Items Not Included:

- Pavement design – CSRS will prepare the construction documents assuming that the pavement widening will match the existing pavement section.

II. Bidding and Contracting

CSRS shall provide bidding and contracting assistance to answer RFI's and clarify any questions that the contractors may have with the construction documents. We will provide an opinion of the probable cost prior to bidding.

III. Construction Administration

CSRS will perform construction administration to assist in guiding the civil work to ensure compliance with the design and ensure quality control. The basic construction administration will include:

1. One project Pre-construction kickoff meeting at the start of construction

-
2. Reviewing daily compaction testing or concrete testing to determine compliance with project specifications
 3. Reviewing and responding to all contractor submittals
 4. Reviewing and responding to all project RFI's
 5. Reviewing and responding to all contractor change requests
 6. Perform final site inspection and generate punch list

Not Included: This task does not include the following items:

- (1) Daily resident construction materials testing and inspection services. Owner is required to contract with a third-party construction testing firm for these services.
- (2) Any as-built field surveying to determine actual on-the-ground quantities for any individual project element (i.e., earthwork, asphalt, piping, etc.)

IV. Project Management and Coordination

CSRS will provide project management and coordination services as required for proper prosecution of the work and in general compliance with the project design guidelines. Project management and coordination activities will include (but not limited to) the following:

Work Planning and Coordination

CSRS will work with and coordinate with the authorities that have jurisdiction and subconsultants (Geotechnical, Traffic, Survey, Environmental, etc.) to properly solicit and execute the required services to properly support the design of the project.

Project Schedule and Progress Reports

CSRS will develop and maintain a schedule in conjunction with and acceptable to the City of Colleyville. CSRS will update the schedule accordingly at each of the design milestones and submit a revised schedule to the owner with each design milestone submittal.

Project Meetings

The anticipated project progress meetings to be conducted with the City of Colleyville are provided below. CSRS will be responsible for preparing and delivering a record of memorandum of decision and action items to the meeting attendees within three (3) days after each progress meeting. Comments from the meeting participants will be addressed in a final record memorandum and distributed to all meeting participants within one week after the draft memorandum submittal.

Design Kick-Off Meeting - CSRS shall attend a kick-off meeting to identify key personnel, define responsibilities and discuss procedures, standards, schedules, and program guidelines to be followed for:

- Review of existing project site and/or community context specific issues
- Review of project-specific technical issues
- Review of project-specific land acquisition, permitting and utility conflict issues, and permit application requirements

Design Coordination Meetings - Following a typical two-week review period by the jurisdictional agencies and CSRS, 30% Preliminary, 60% Final and 100% Final deliverables, design milestone meetings may be held, if necessary, between CSRS and the City of Colleyville to discuss the design packages and receive and resolve comments.

Design Progress Meetings – CSRS will participate in coordination meetings as necessary with the City of Colleyville, and possibly other jurisdictional agencies to discuss and coordinate technical elements of the design and scope of services, design criteria, design alternatives, site issues and other relevant topics.

Plan-in-Hand (PIH) Meeting – CSRS will participate in a plan-in-hand at 60% Design submittal meeting to review the current design in the field with the City of Colleyville, and utility companies to discuss the project design, access, and constructability

Additional Services

I. Topographic Survey

See Exhibit D for the proposal from Brittain & Crawford, LLC regarding providing the necessary topographic survey for design.

II. Property Boundary and Right of Way Retracement

See Exhibit D for the proposal from Brittain & Crawford, LLC regarding providing the necessary topographic survey for design.

III. Utility Coordination

CSRS will coordinate with utility companies to provide location markings, previous surveys showing utilities and utility field representative meetings. All collected utility information as observed in the field and provided by the client will be incorporated into our site survey deliverables. Utility markings in response to Texas 811.

IV. Wetlands Delineation and Permitting

CSRS or its subcontractor will conduct a routine field Wetland Delineation for each site in accordance with the 1987 USACE Wetlands Delineation Manual and the 2010 Regional Supplement.

CSRS will make field observations and collect data on the diagnostic characteristics of wetlands by completing Wetland Determination Data Forms and preparing associated figures of wetlands/other waters of the U.S. on the site. CSRS will prepare a draft Wetland Delineation report for submittal to Arbor Energy for review. The report will contain a description of field activities, figures, Routine Wetland Determination Data Forms, and site photographs. Once Arbor Energy has reviewed and approved the draft Wetland Delineation report, CSRS will submit the final Wetland Delineation report to the USACE with a request for a Preliminary

Jurisdictional Determination (PJD). This report is required for the USACE to determine the limits of their jurisdiction of any wetlands and/or other waters of the U.S. within each site.

- Based on the approximate construction limits and proposed roadway improvements, a permit through the U.S. Army Corps of Engineers (USACE) – Forth Worth District will likely be required. To complete this USACE permitting process, CSRS proposes the following steps.
 1. Wetlands Delineation Report: CSRS or its preferred subcontractor will conduct a routine wetlands delineation report in accordance with USACE guidelines for the subject property. The report will outline potential jurisdictional features such as wetlands and non-wetlands waters with supporting data forms, photographic documentation, and other USACE required information. Upon completion of the report and following approval from the Client, CSRS will submit the report to the USACE – Forth Worth District to receive a Jurisdictional Determination (JD). CSRS will consult with USACE to determine if a JD is required or if a simple wetlands concurrent letter can be issued instead to support the following permit requirements.
 2. Once the wetlands delineation report is completed, CSRS will prepare the applicable USACE permit application and technical drawings for the proposed project. At this time, CSRS assumes the project will qualify for a Nation-Wide Permit (NWP) which allows for jurisdictional wetlands and water impact totaling less than 0.5 acres. As part of the NWP permit application, CSRS will prepare a Pre-Construction Notification (PCN) 6082 form and associated technical drawings. The technical drawings will include pre and post development conditions, plan and profiles and typical cross section for the project. CSRS will submit the permit application to the USACE – Fort Worth District for review and approval.
 - a. Due to the pre-developed nature of the project area and limited proposed roadway improvements, additional agency coordination and permitting requirements such as a cultural survey or threatened or endangered species survey are not anticipated. Depending on the type of NWP the project qualifies for, a Section 401 Water Quality Certification (WQC) through Texas Commission of Environmental Quality (TCEQ) could be required. If additional agency coordination or a TCEQ WQC is required, CSRS will prepare a separate scope and fee to complete those tasks.
 - b. Once the permit application is submitted, CSRS will coordinate with the assigned USACE permit reviewer to receive final permit issuance.

Assumptions

- Wetlands delineation will only be completed for 2-acre area outlined within the Approximate Limits in Exhibit B
- Permit fee is based on the project qualifying for an NWP permit. Cost is subject to change should other agency permits or another type of USACE permit be required.
- Hourly permit fee does not include obtaining a TCEQ WQC, formal or informal consultation with other state, federal, or local agencies outside of USACE.
- Costs do not include purchase of compensatory wetlands mitigation credits.
- Costs do not include USACE site visits during JD review or USACE pre-application meetings for permit process.

Fee Summary

Engineering Basic Services

Phase	Fee Type	Fee	Comments
Final Design	Hourly (NTE)	\$28,000.00	
Bidding and Contracting	Hourly (NTE)	\$5,000.00	
Construction Administration	Hourly (NTE)	\$24,000.00	
Project Management and Coordination	Hourly (NTE)	\$8,000.00	

Additional Services

Phase	Fee Type	Fee	Comments
Topographic Survey	Lump Sum	\$15,000.00	See Exhibit D for the proposal from the Survey Subconsultant.
Property Boundary and Right of Way Retracement	Lump Sum	\$3,788.76	See Exhibit D for the proposal from the Survey Subconsultant.
Utility Coordination	Hourly (NTE)	\$3,000.00	
Wetlands Delineation and Permitting	Hourly (NTE)	\$22,500.00	

Fee Summary	
Basic Services	\$65,000.00
Additional Services	\$44,288.76 (\$25,500 Hourly NTE, \$18,788.76 Lump)
Grand Total	\$109,288.76 (\$90,500 Hourly NTE, \$18,788.76 Lump)

Exhibit B

Survey and Environmental Limits



Exhibit C

CSRS Rate Table

Labor Category	Hourly Rate
Administrative Coordinator	\$ 85.00
Architect I	\$ 150.00
Architect II	\$ 165.00
Architect Intern I	\$ 115.00
Architect Intern II	\$ 130.00
CAD Draftsman I	\$ 75.00
CAD Draftsman II	\$ 90.00
CAD Technician I	\$ 100.00
CAD Technician II	\$ 115.00
Engineer I	\$ 150.00
Engineer II	\$ 165.00
Engineer Intern I	\$ 115.00
Engineer Intern II	\$ 130.00
Engineering Designer I	\$ 80.00
Engineering Designer II	\$ 100.00
GIS Specialist I	\$ 110.00
GIS Specialist II	\$ 125.00
Land Surveyor Intern	\$ 105.00
Landscape Architect	\$ 150.00
Principal	\$ 325.00
Program Manager I	\$ 250.00
Program Manager II	\$ 275.00
Project Coordinator I	\$ 100.00
Project Coordinator II	\$ 115.00
Project Engineer I	\$ 185.00
Project Engineer II	\$ 200.00
Project Manager I	\$ 185.00
Project Manager II	\$ 225.00
Right of Way Agent I	\$ 110.00
Right of Way Agent II	\$ 125.00
Right of Way Manager	\$ 155.00
Senior Professional Land Surveyor	\$ 250.00
Senior Survey CAD Draftsman	\$ 130.00
Site Planner	\$ 150.00
Student Intern	\$ 55.00

Exhibit D

BRITTAIN & CRAWFORD, LLC
LAND SURVEYING & TOPOGRAPHIC MAPPING

Celebrating 50 years of providing quality professional land surveys

October 9, 2024

CSRS, Inc.
15950 Dallas Parkway, Suite 210
Dallas, Texas 75248
Cell (817) 239-4404
Jimmy.stathatos@csrsinc.com

Attention: Mr. Jimmy Stathatos, DFW Market Leader

Re: **HERITAGE AVENUE CULVERT
AND TURN LANES**
Colleyville, Texas

Dear Mr. Stathatos,

Pursuant to your request and our review of the project site, we hereby submit our proposal to provide survey services. Our understanding of the desired scope of services is as follows:

Item No. 1

Survey and prepare a detail/design topographic survey map of the above referenced Project (approximately 560 linear feet) along Heritage Avenue and along Cheeks Sparger Road (approximately 250 linear feet) and also the additional drainage and outlined areas as shown on your request for proposal. The survey will indicate all surface features, spot elevations, one-foot contours, lot lines, right-of-way lines, fences, building, drainage structures, large trees, visible utilities and utilities marked by Texas 811 and will be delivered to you in electronic (AutoCAD) format based upon the Texas Coordinate System NAD83 and NAVD88 vertical control.

Item No. 2

Survey and prepare up to two right-of-way documents.

The forgoing **Item No. 1** will be accomplished for a fee not to exceed **\$15,000.00** and **Item No. 2** will be accomplished for a fee not to exceed **\$1,750.00** plus State Sales Tax **\$144.38** per document, for a total per document fee of **\$1,894.38**, and a combined total fee of **\$18,788.76**.

We sincerely appreciate being considered for this project and look forward to working with you.

Respectfully Submitted,



Stuart F. Smith, R.P.L.S.

Firm Certification #10019000

Complaints or Questions should be addressed to the Texas Board of Professional Engineers & Land Surveyors: 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723, <http://pels.texas.gov>

Approved: _____

Date: _____

James L. Brittain, R.P.L.S., Stuart F. Smith, R.P.L.S., Chris L. Blevins, R.P.L.S., Krystian Golebiewski, R.P.L.S.
Jack M. Crawford, R.P.L.S. (1949-2006)
P.O. Box 11374 * 3908 South Freeway * Fort Worth, Texas 76110 * (817) 926-0211 * Fax (817) 926-9347
Email – admin@brittain-crawford.com



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 11/6/2024

Number Ordinance O-24-2302

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a residential carport on Lot 27, Block 2, Woodbriar Estates West Addition, being located at 3412 San Bar Lane, Case ZC24-015

Explanation

First Reading and Public Hearing

Tarrant Roofing, the applicant, has submitted a request for a Special Use Permit to allow for a residential carport on Lot 27, Block 2, of the Woodbriar Estates West Addition, being approximately 0.45 acres, and zoned R-15 Single Family Residential.

Existing Conditions/Background: The subject property, 3412 San Bar Lane, is zoned R-15 Single Family Residential. It is located on the west side of San Bar Lane and south of the intersection with Quail Run Road. The property is a platted lot and is developed with a single family home. A detached carport was recently built over the home's driveway.

SUP Request: The applicant is requesting approval of an SUP to allow for a carport.

C. Residential Carport Regulations – Carports located in zoning districts, which permit single-family residential dwellings, shall comply with the regulations contained in this section.

1. Approval by Special Use Permit Only: In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings.

2. Carport Standards: A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.

a. Size: A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

b. Height: A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.

c. Setbacks:

i. A carport located within ten (10) feet of the principal building shall comply with the front, side and rear yard setbacks of the zoning district. The distance shall be measured between the two closest points of the carport and principal building.

ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:

- (1) Every part of such carport is unenclosed except for necessary structural supports;
- (2) No part of the carport is less than five (5) feet from a side or rear lot line, and
- (3) The carport is located completely within the rear yard area as defined in these zoning regulations

f. Design Criteria:

i. Roof - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.

ii. Posts - Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

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

Analysis: The request is to allow for a 414 square foot carport that was built without a building permit or the required SUP, to remain. The carport is 23 feet in length, 9 feet tall, and is located 6 feet from the side property line. The structure does not currently comply with the material standards outlined in the Land Development Code. However, the applicant has committed to bringing the carport into compliance and has provided updated plans showing the required masonry and cedar posts.

Plat Status: The property is platted as Lot 2, Block 27, Woodbriar Estates.

DRC Review: The DRC reviewed the request during their September 23, 2024 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north, south, and west are zoned R-15 Single Family Residential and improved with single family homes. The property to the east is zoned R-30 Single Family Residential and improved with a single family home.

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

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their October 14, 2024 meeting by a vote of 4-3.

Financial Impact

There is no financial impact to the City.

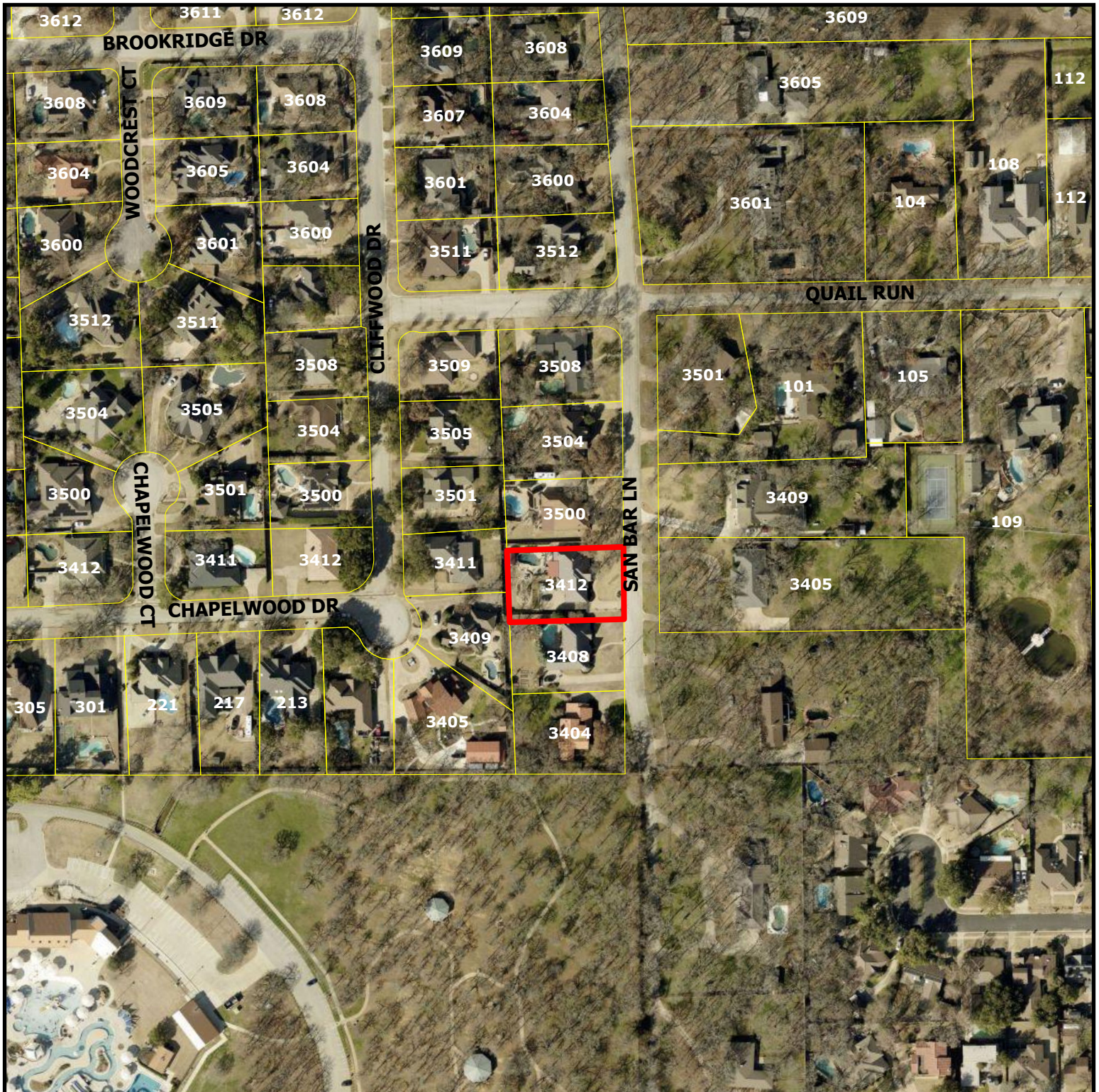
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan Exhibit
5. Elevation Exhibits
6. Notification Map
7. Notification Letter
8. Notification List
9. Ordinance O-24-2302

Aerial Map

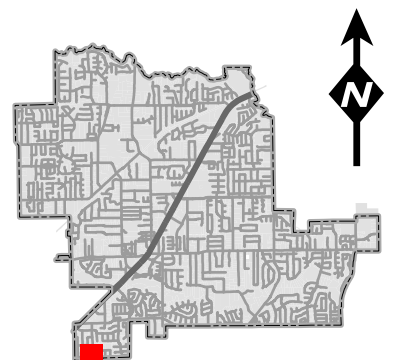


ZC24-015

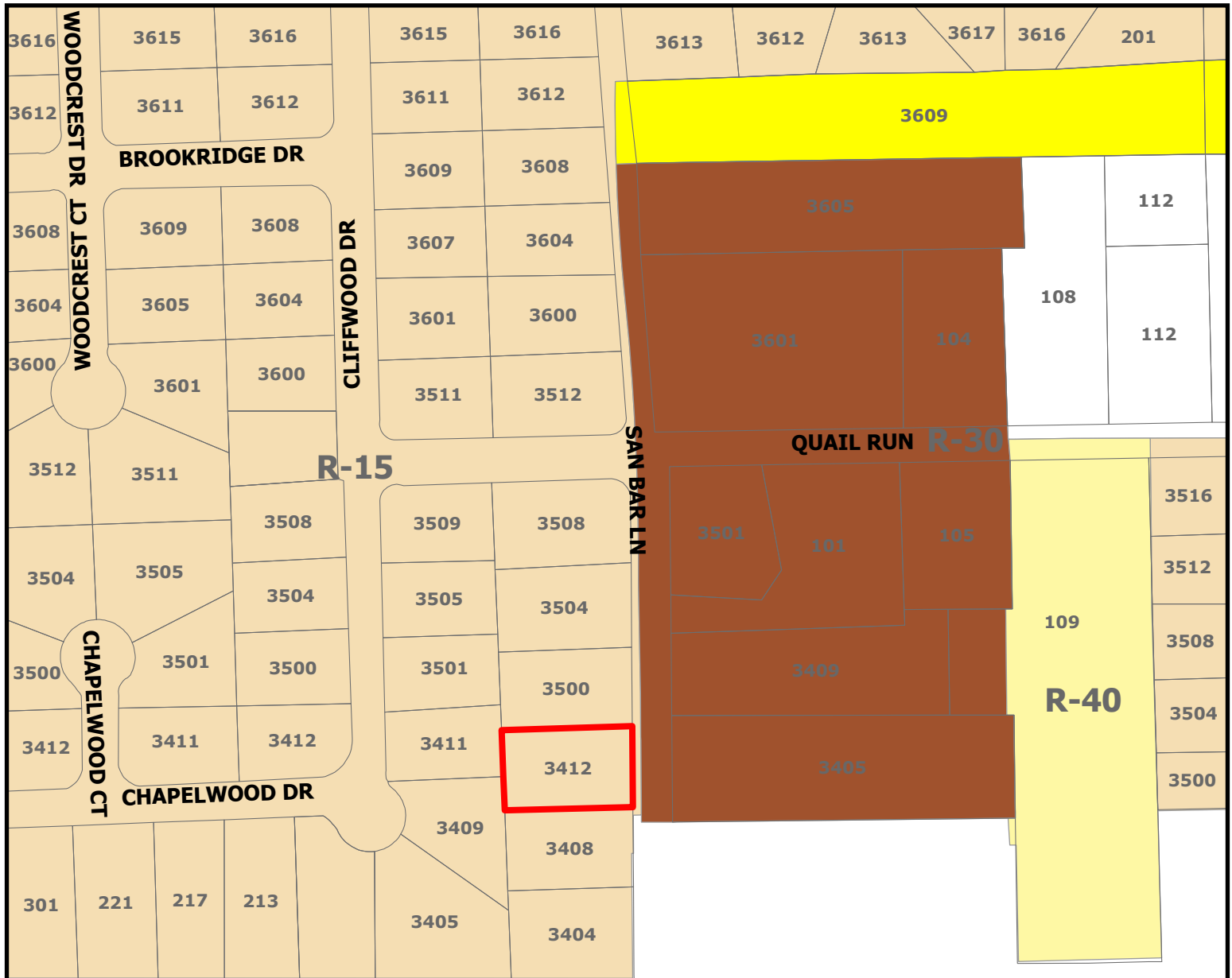
3412 San Bar Ln

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

 Subject Property



Zoning Map

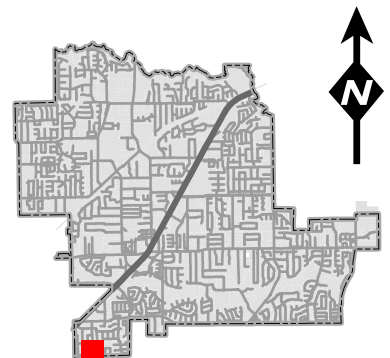


ZC24-015

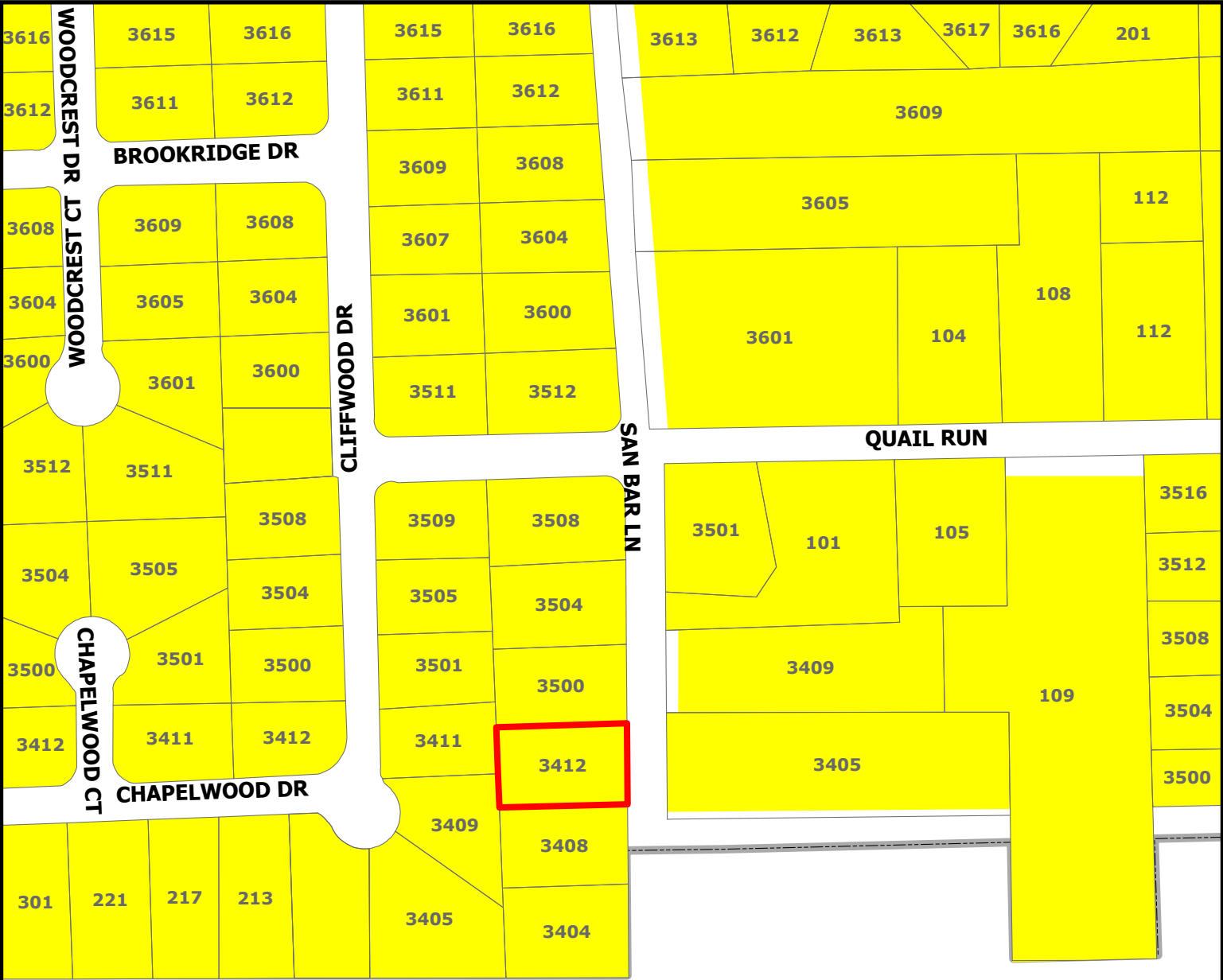
3412 San Bar Ln

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

Subject Property



Future Land Use Map

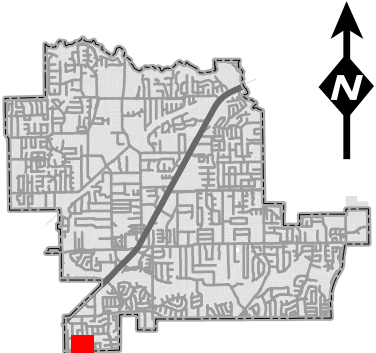


ZC24-015

3412 San Bar Ln

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.

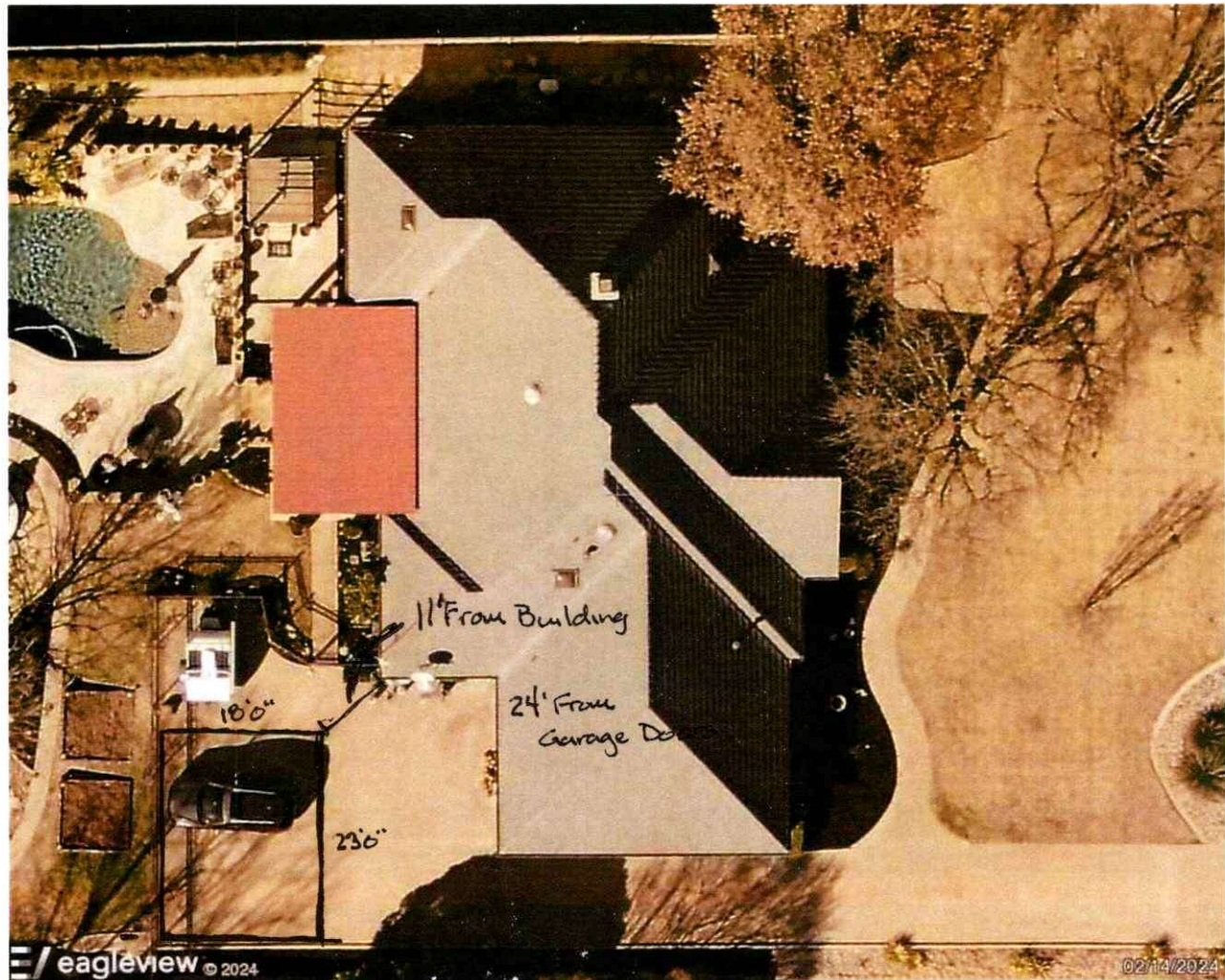
-  Residential
-  Subject Property



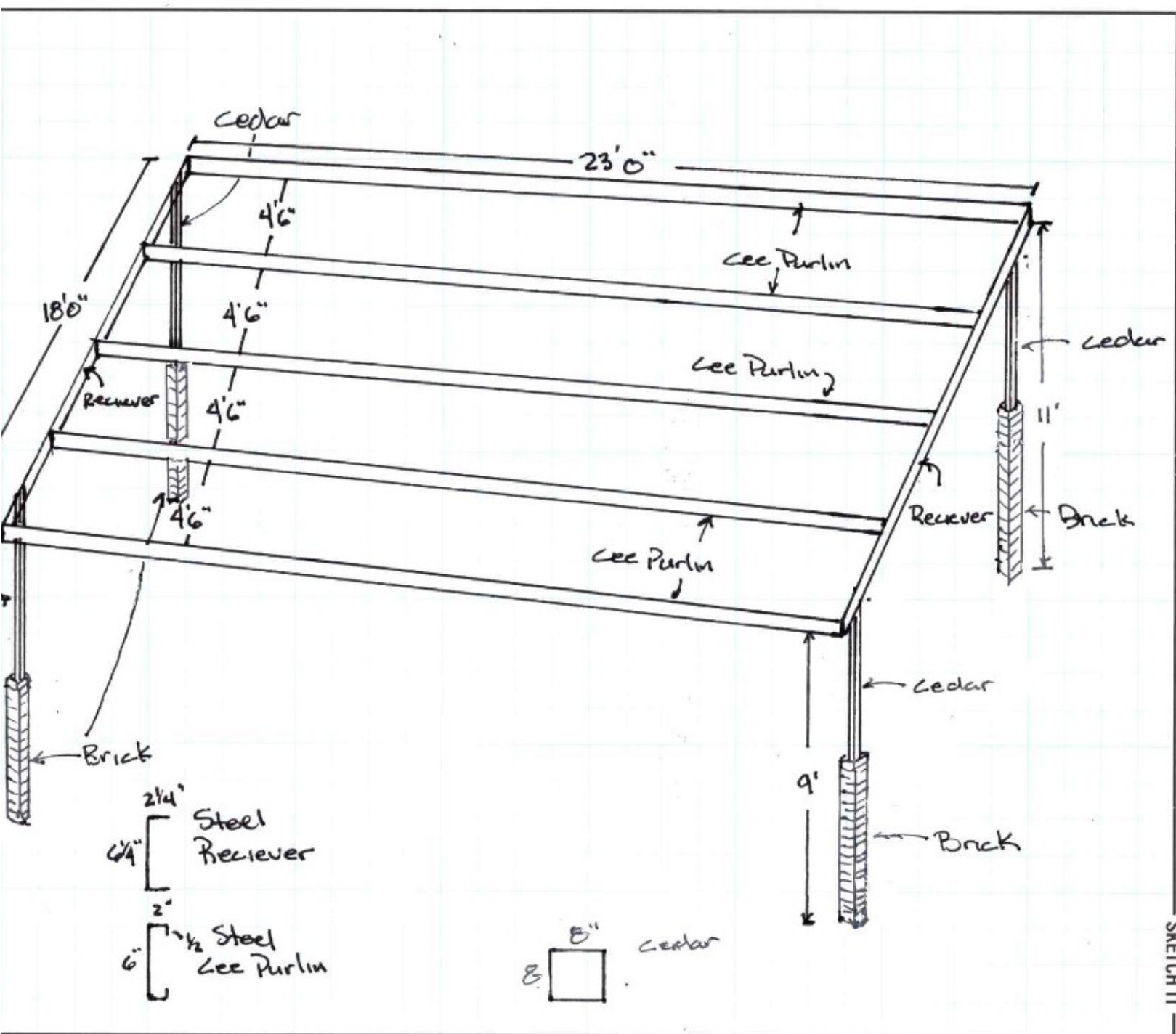
IMAGES

The following aerial images show different angles of this structure for your reference.

Top View



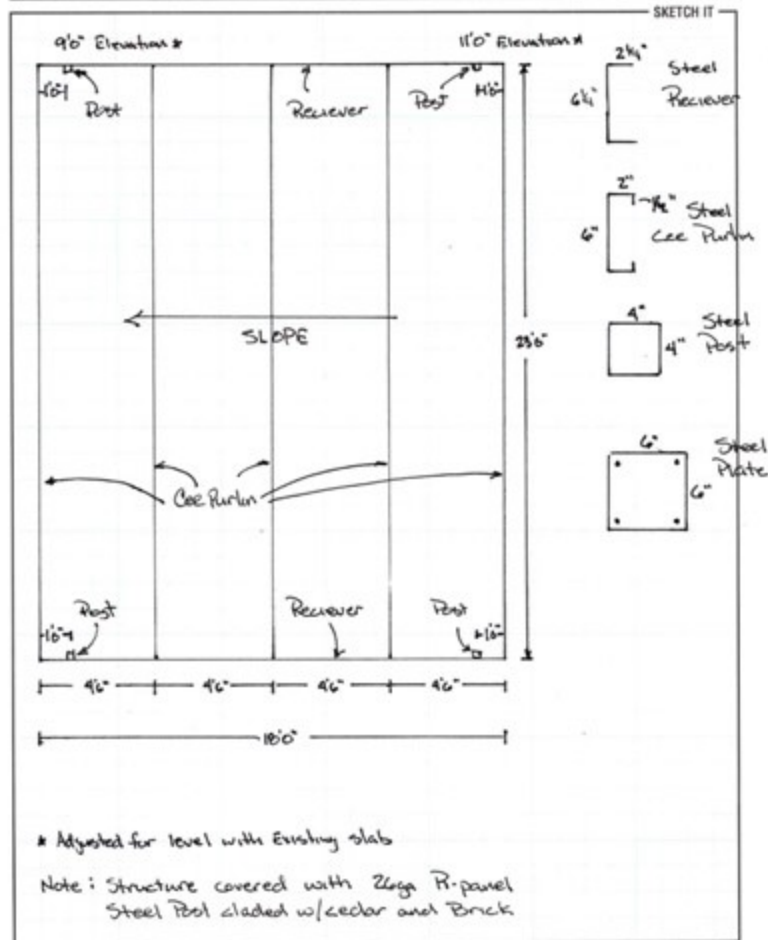
6'0" From Fence





1500 Hamilton Rd.
Bossier City, LA 71111
www.mcelroymetal.com
info@mcelroymetal.com

CUSTOMER: 9412 San Bar Ln
JOB NO: 9412
PAGE: OF DATE:
BY:



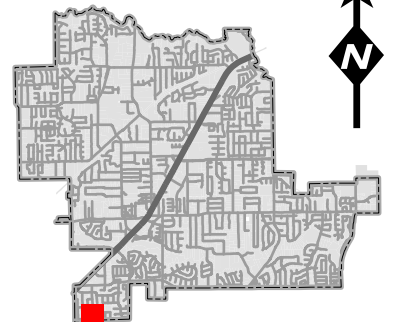
Notification Map



ZC24-015

3412 San Bar Ln

-  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, October 14, 2024 at 7:00 p.m.
City Council Meetings: Wednesday, November 6, 2024 & Tuesday November 19, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a residential carport on Lot 27, Block 2, Woodbriar Estates West Addition.

Zoning Case: ZC24-015

Applicant: Tarrant Roofing

Owner: Maximum Oasis Living Trust

Location: 3412 San Bar Ln.

Property Description: Lot 27, Block 2, of the Woodbriar Estates West Addition.

Present Zoning: R-15, 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 below:

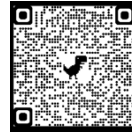
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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.

Kris Potts

Kris Potts
Planner – Urban Forester

Owner_Name	Situs_Addr
CHIBLI, EDUARDO	101 QUAIL RUN
KIRKPATRICK, SEAN M	3512 SAN BAR LN
LEDGERWOOD FAMILY LIVING TRUST	3511 CLIFFWOOD DR
ALDERMAN, JAMES E	221 CHAPELWOOD DR
BOSTON, TOBY	217 CHAPELWOOD DR
ORMON, RICHARD H	213 CHAPELWOOD DR
CASSADY, NANCY	209 CHAPELWOOD DR
SPRINGS, DONNA	209 CHAPELWOOD DR
EVANS, ARLEN	3405 CLIFFWOOD DR
MORGAN, EVAN B	3409 CLIFFWOOD DR
SMITH, TROY	3411 CLIFFWOOD DR
BENSEN, ANDREA	3501 CLIFFWOOD DR
ANDERSON, CHER	3505 CLIFFWOOD DR
ENGHOLM, HAYES	3509 CLIFFWOOD DR
MOLINA, ARTURO J	3508 SAN BAR LN
BUKY, BRAD L	3504 SAN BAR LN
NORENBERG, PAMELA	3500 SAN BAR LN
MAXIMUS OASIS LIVING TRUST	3412 SAN BAR LN
BULL, AMANDA	3408 SAN BAR LN
WEST, DONNA JEAN	3404 SAN BAR LN
LEGENDRE, EMILY	3511 WOODCREST CT
FLORES, EDUARDO	3600 CLIFFWOOD DR
STANTON, JAMES TERRY	3512 CLIFFWOOD DR
RUECK, ELAINE	3512 CLIFFWOOD DR
SHAFFER, SCOTT	3508 CLIFFWOOD DR
GLEAVES, TONYA	3504 CLIFFWOOD DR
SANSONE, DOMINIC	3500 CLIFFWOOD DR
LENZIE, WILLIAM W	3412 CLIFFWOOD DR
NELSON, BRUCE J	3411 CHAPELWOOD CT
OTTEN, RICHARD	3501 CHAPELWOOD CT
PHILLIPS, GARY L	3505 CHAPELWOOD CT
TAGGART, KENT	3409 SAN BAR LN
TBNR PROPERTIES LLC	109 QUAIL RUN
WHITTEBERRY, ELIZABETH L	105 QUAIL RUN
DULGAR, STAN P	3501 SAN BAR LN
PACKER, JAMES E	3405 SAN BAR LN
HENLEY, CANDACE	3601 SAN BAR LN
WOODBRIAR ESTATES ADDITION	COURTESY NOTICE
WOODBRIAR ESTATES WEST ADDN	COURTESY NOTICE
QUAIL CREST ESTATES	COURTESY NOTICE
HURST EULESS BEDFORD ISD	STATE REQUIRED

ORDINANCE O-24-2302

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.45 ACRES, BEING LOT 27, BLOCK 2, WOODBRIAR ESTATES WEST ADDITION, LOCATED AT 3412 SAN BAR LANE, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR A CARPORT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit to allow for a Carport under Case No. ZC24-015; 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 Carport on 0.45 acres, being Lot 27, Block 2, Woodbriar Estates West Addition, located at 3412 San Bar Lane, as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall allow a carport being 23 feet in length and 414 square feet in area.

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

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

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

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

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

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of November 2024.

The second reading and public hearing being conducted on the 19th day of November 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 19TH DAY OF NOVEMBER 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	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

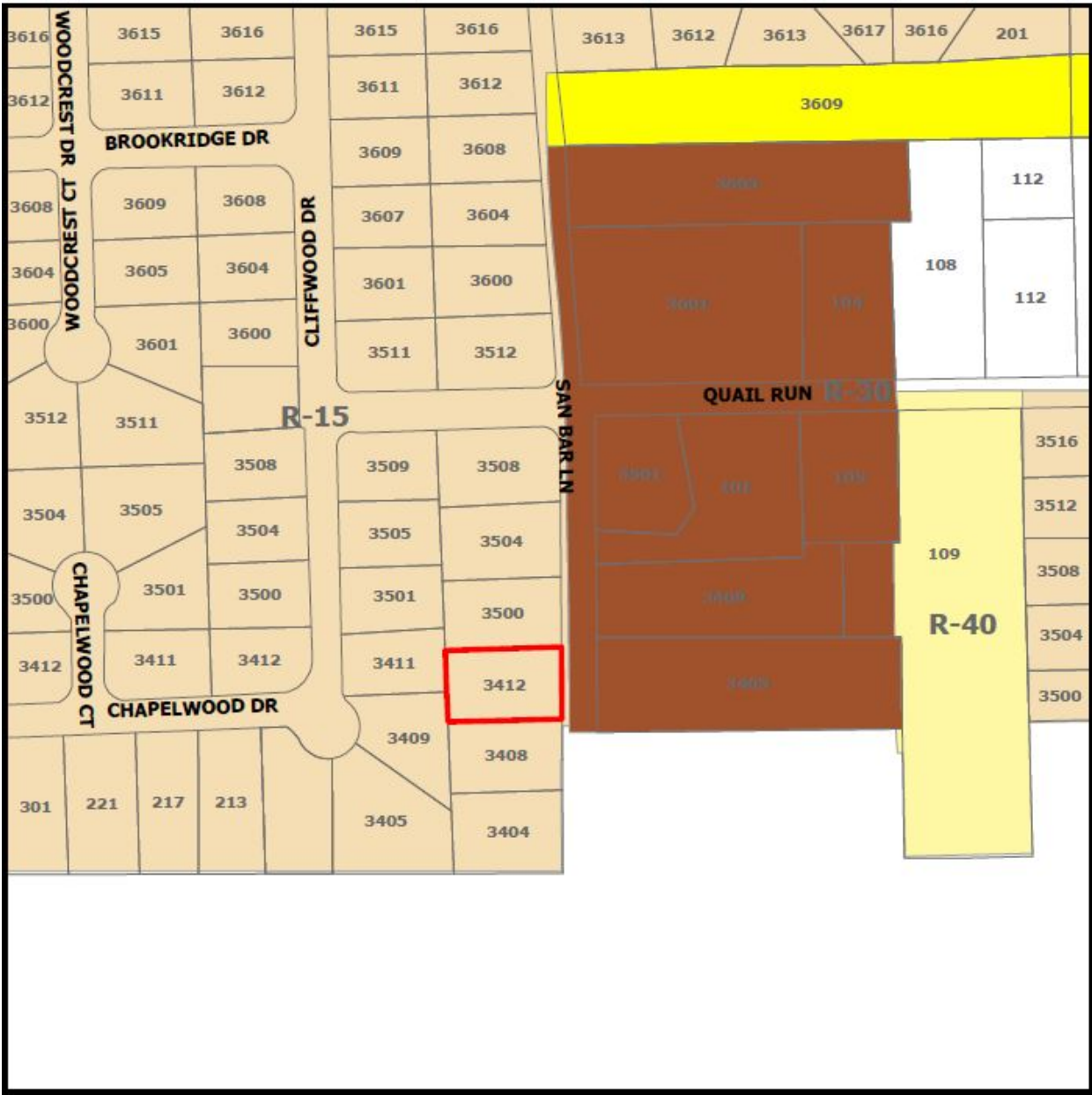
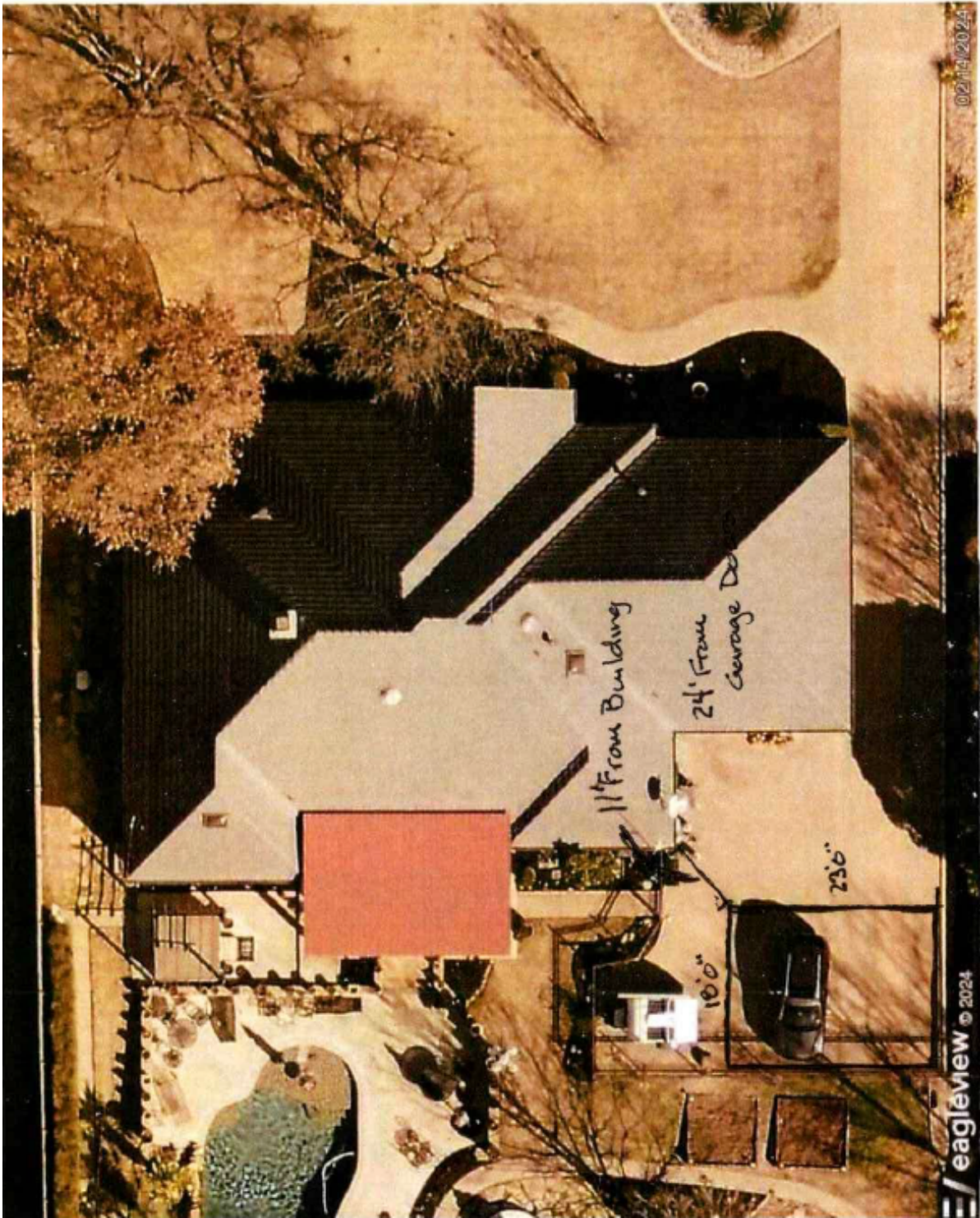


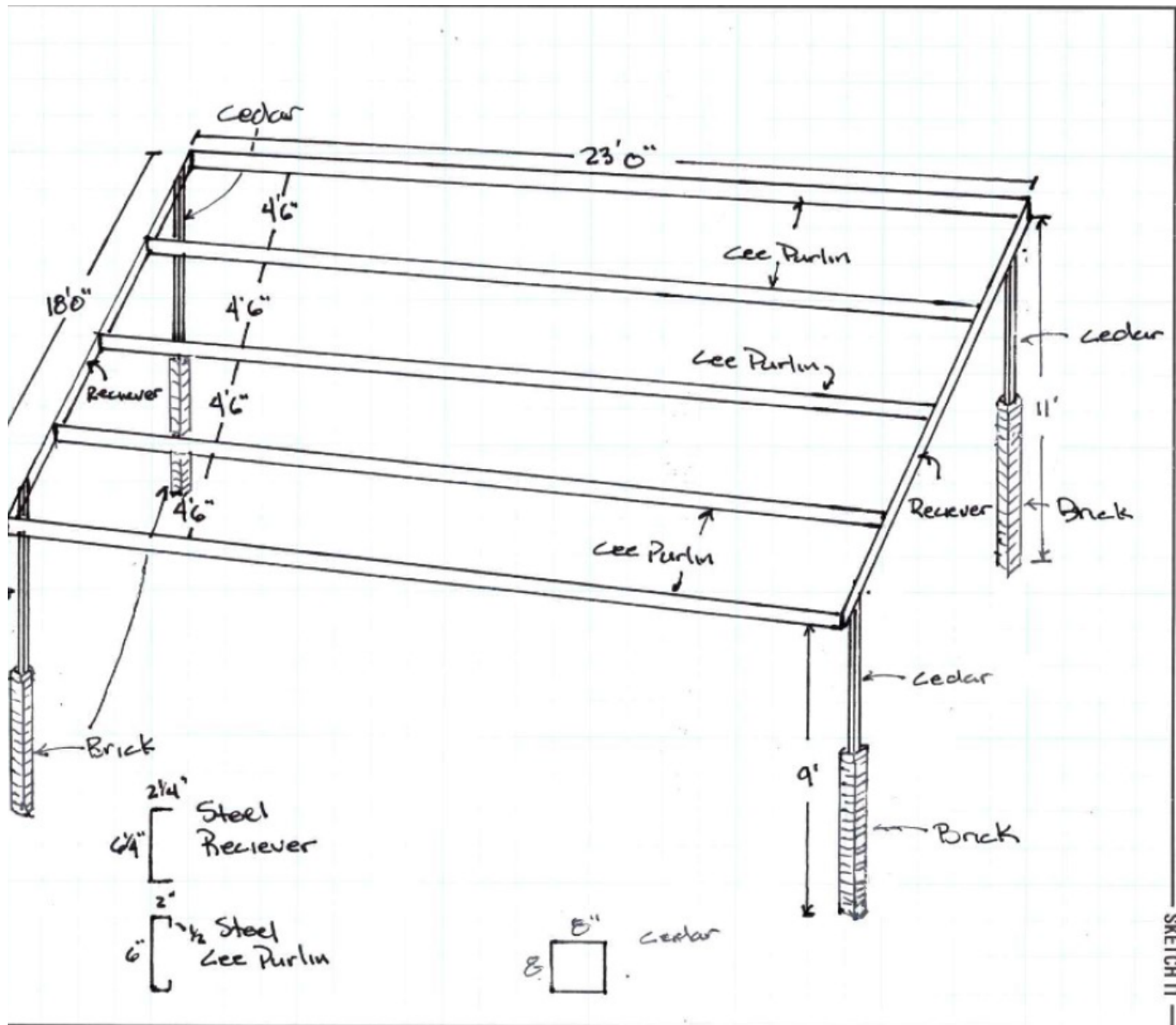
Exhibit "B" – Carport Exhibit



(~ Fence)
6'0" From Fence

02/14/2024

eagleview © 2024



Note: Roof with 26ga R-Panel



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5b

Agenda Date 11/6/2024

Number Ordinance O-24-2303

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit to allow for Package Store Sales – Off-premises Consumption on Lot 1, Block 1, Towne Square Addition, being located at 5600 Colleyville Boulevard, Suite G, Case ZC24-016

Explanation

First Reading and Public Hearing

Andrew Sissney, the applicant, has submitted a request for a Special Use Permit (SUP) for Package Store Sales – Off-premises Consumption on Lot 1, Block 1, Towne Square Addition, being approximately 3.18 acres, and zoned CC-2 Shopping Center.

Existing Conditions/Background: The subject property, 5600 Colleyville Boulevard, Suite G, is zoned CC-2 Shopping Center. It is located southwest of the intersection of Colleyville Boulevard and Hall-Johnson Road. The property is a platted lot and is developed with a retail shopping center. The SUP is to allow for a new business called Liquor Mart.

SUP Request: The applicant is requesting approval of an SUP to allow for Package Store Sales – Off-premises Consumption.

Special Use Permit Provision: Any request for Package Store Sales – Off-premises Consumption shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in the Land Development Code.

Analysis: Per the attached Statement of Planning Objectives, the proposed name of the business is "Liquor Mart" and it is a liquor store which will sell various spirits, beer, and wine. No alcohol will be sold for on-site consumption, and no tobacco products will be sold.

Plat Status: The property is platted as Lot 1, Block 1, Towne Square Addition.

DRC Review: The DRC reviewed the request during their September 23, 2024 meeting and provided the following comment:

1. Remove Tobacco as a product being sold.

The applicant provided an update stating tobacco would not be sold on September 24, 2024.

Drainage: NA

Surrounding Development: The property to the north is zoned CN Neighborhood Commercial and is improved with a medical office building. The property to the east is Colleyville Boulevard. The property to the west is zoned R-20 Single Family Residential. The property to the south is zoned PUD-C Planned Unit Development – Commercial and improved with a bank.

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

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their October 14, 2024 meeting by a vote of 6-1.

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. Business Plan Exhibit
5. Floor Plan
6. Photos provided by Applicant
7. Notification Map
8. Notification Letter
9. Notification List
10. Ordinance O-24-2303

Aerial Map

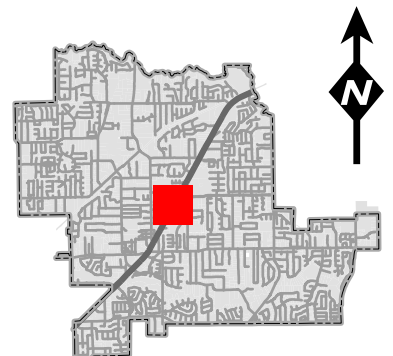


ZC24-016

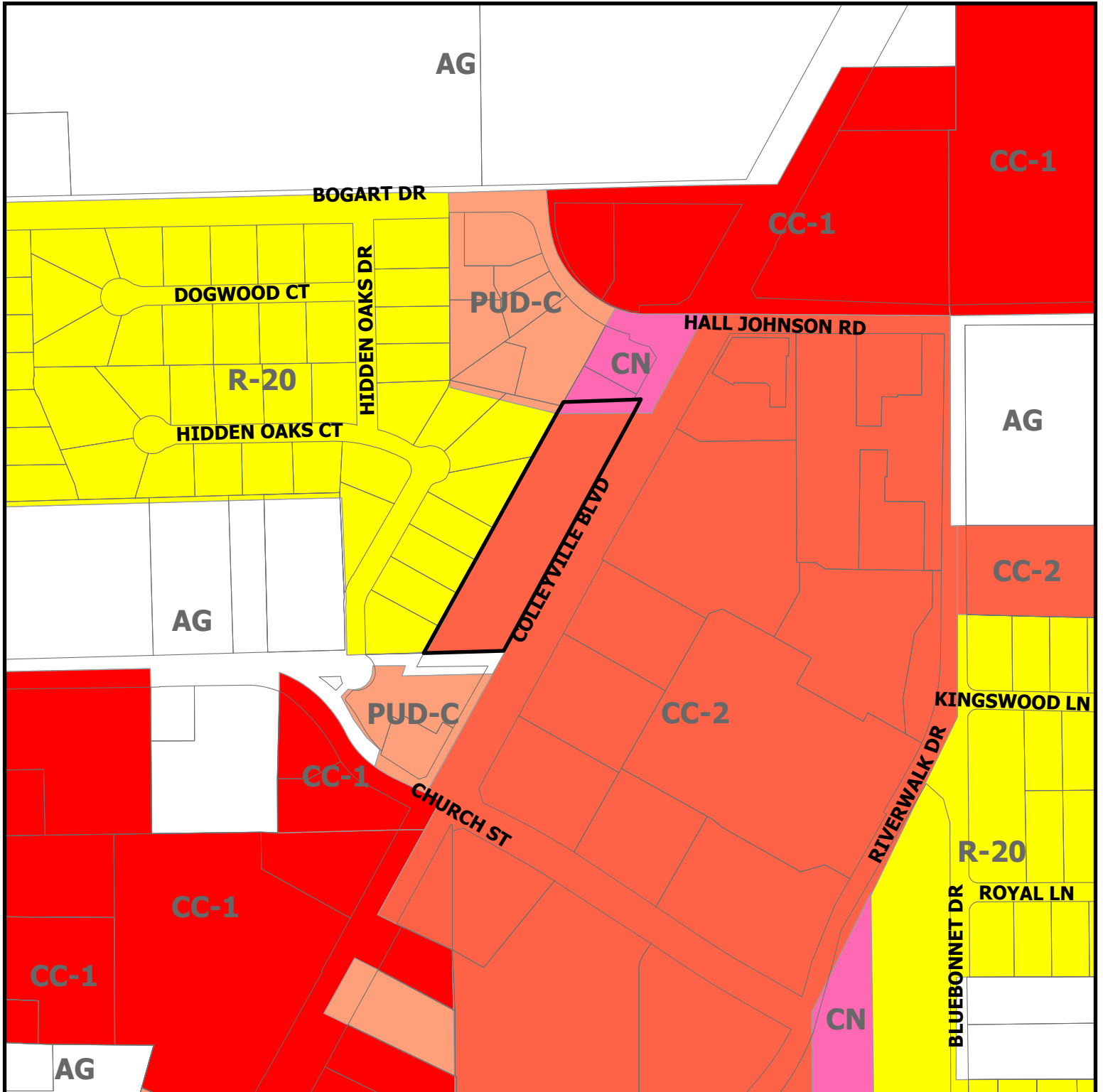
5600 Colleyville Blvd

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

 Subject Property



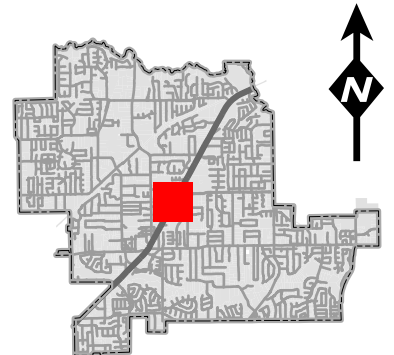
Zoning Map



ZC24-016

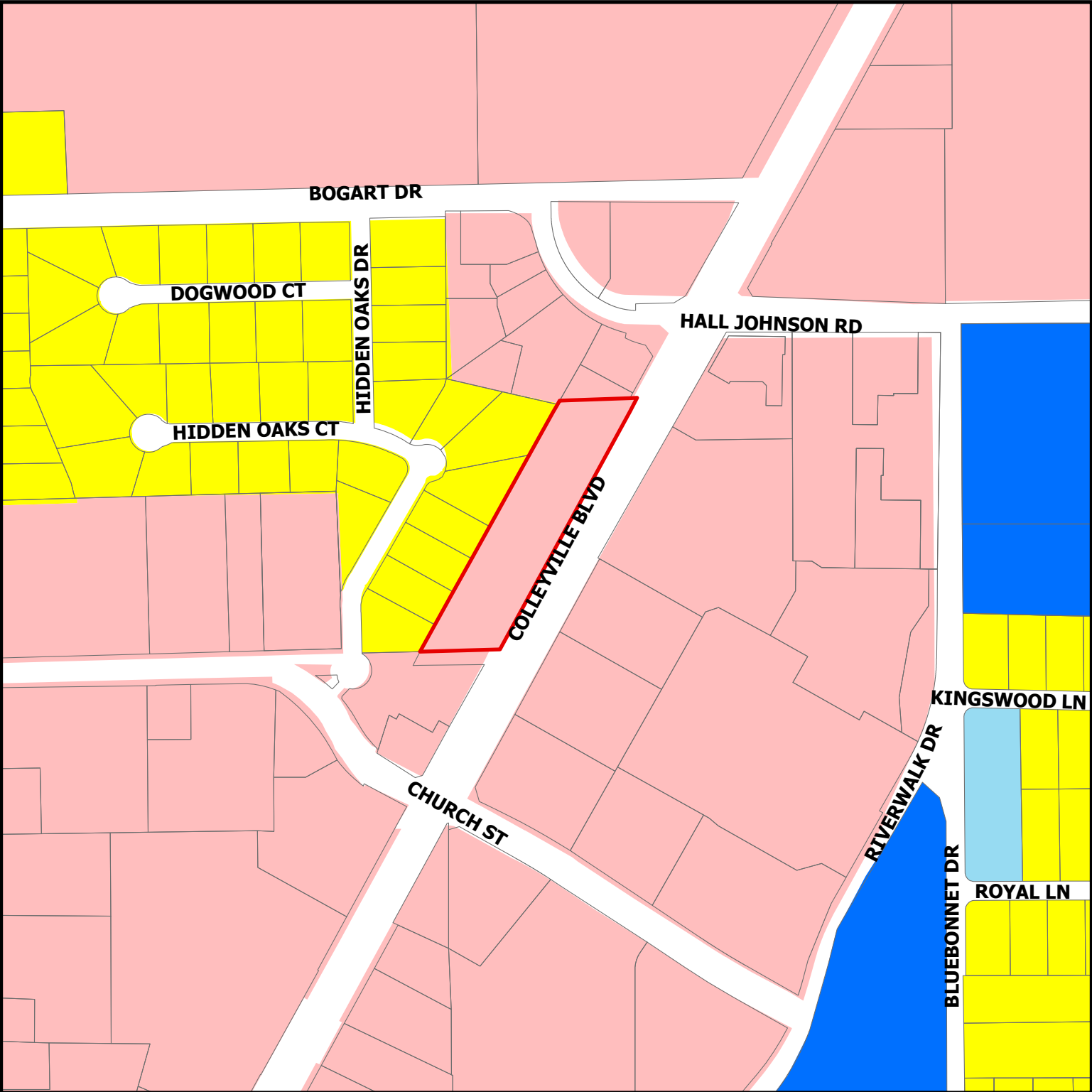
5600 Colleyville Blvd

 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.

Future Land Use Map

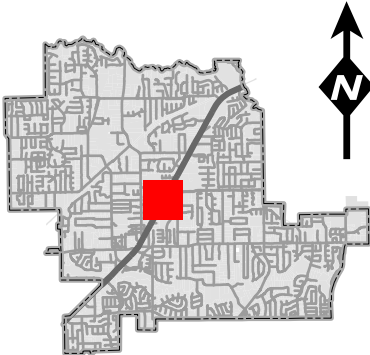


DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

ZC24-016

5600 Colleyville Blvd

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Water Body
-  Subject Property



Business Plan

L Mart Beverages LLC **Db a LIQUOR MART**

Location

Colleyville Town Square
5600 Colleyville Boulevard Suite G Colleyville Texas 76034

Managing Members

Dhaval Solanki
Yuvrajsinh Vaghela

AUG 30, 2024

Table of Contents

Notice of Confidentiality and Disclaimer	3
Purpose of Report	4
Executive Summary:.....	5
Business Overview	5
Products and Services	5
Population and Demographics.....	5
Demographics	10
Management Team.....	12
Success Factors	13
Financial Highlights	14
Company Overview	16
LIQUOR MART History.....	16
Liquor Mart's Products	17
Store Design	17
Industry Analysis	18
Industry Statistics & Trends	18
Customer Analysis.....	18
Customer Segmentation	20
Competitive Analysis.....	20
Direct & Indirect Competitors.....	20
Competitive Advantage	21
Marketing Plan.....	21
Operations Plan.....	22
Functional Roles.....	22
Management Team.....	23
Management Team Members	23
Staffing Plan	23
Litigation	23
Financial Plan	23
Revenue and Cost Drivers	23
Capital Requirements and Use of Funds.....	24
Financial Statement Disclaimer	24

Notice of Confidentiality and Disclaimer

This Confidential Business Plan Review contains proprietary and confidential information regarding L MART BEVERAGES LLC. d/b/a LIQUOR MART, COLLEYVILLE, TX and its business operations. It is based on information provided L MART BEVERAGES LLC. d/b/a LIQUOR MART, COLLEYVILLE, TX and by other sources deemed to be reliable. This report has been prepared specifically for presentation only to those to whom it has been conveyed by L MART BEVERAGES LLC. Receipt of this report is an acknowledgment that the information contained in it will be maintained in confidence and not disclosed to any third party without the express written consent of L MART BEVERAGES LLC.

Purpose of Report

This document is only to be reviewed by those parties who have:

- Provided information on the prospective purchaser's competency and financial qualifications to undertake a transaction of the size and nature contemplated, and,
- Specifically requested information on the subject company for the specific purpose of forming a decision.
- LIQUOR MART already have 3 locations in DFW areas.
- 4TH Location is in construction. Opening will be Nov 2024.

Executive Summary:

Business Overview

We are pleased to present the specific detail for your review of L MART BEVERAGES LLC located at **5600 Colleyville Boulevard Suite G Colleyville Texas 76034, TX** will be a community and quality focused liquor store brand based out of Little Elm Town. LIQUOR MART will strive to offer customers a unique alcohol-buying experience along with the widest variety of product offerings available anywhere in the area. The company flagship store will foster a friendly, warm, and consultative environment while keeping both prices checkout time low. LIQUOR MART already has 3 locations across DFW area. Liquor Mart is in business from 2017.

1. Name of Business: LIQUOR MART
2. Business Address: 5600 Colleyville Boulevard Suite G
3. Business City, State Zip: Colleyville Texas 76034
4. Business Email/Website: In progress
5. Date Business Began: 01 SEP 2017
6. How long has the current owner owned this business? 3 Locations
7. Business Categories: Comprehensive range of Whiskey, Cognac, Vodka, Tequila, Rums, Champagnes, Wines, Beers and tobacco products.
8. SIC Code: 5921
9. NAICS Code: 445310
10. How long has the company been at this location? NA
11. Hours of Operation: 10 am – 9 pm Mon-Sat.
12. Total Employees (F/T & P/T) – 10

Products and Services

LIQUOR MART'S product offerings will include a comprehensive range of whiskey, cognac, vodka, tequila, rums, Champagnes, wines beers and tobacco products. The company will provide customers unprecedented access to both luxury and mainstream brands, at fair and affordable prices. While wines and liquor will be the Company's primary product offering, L MART BEVERAGES LLC d/b/a LIQUOR MART.

Population and Demographics

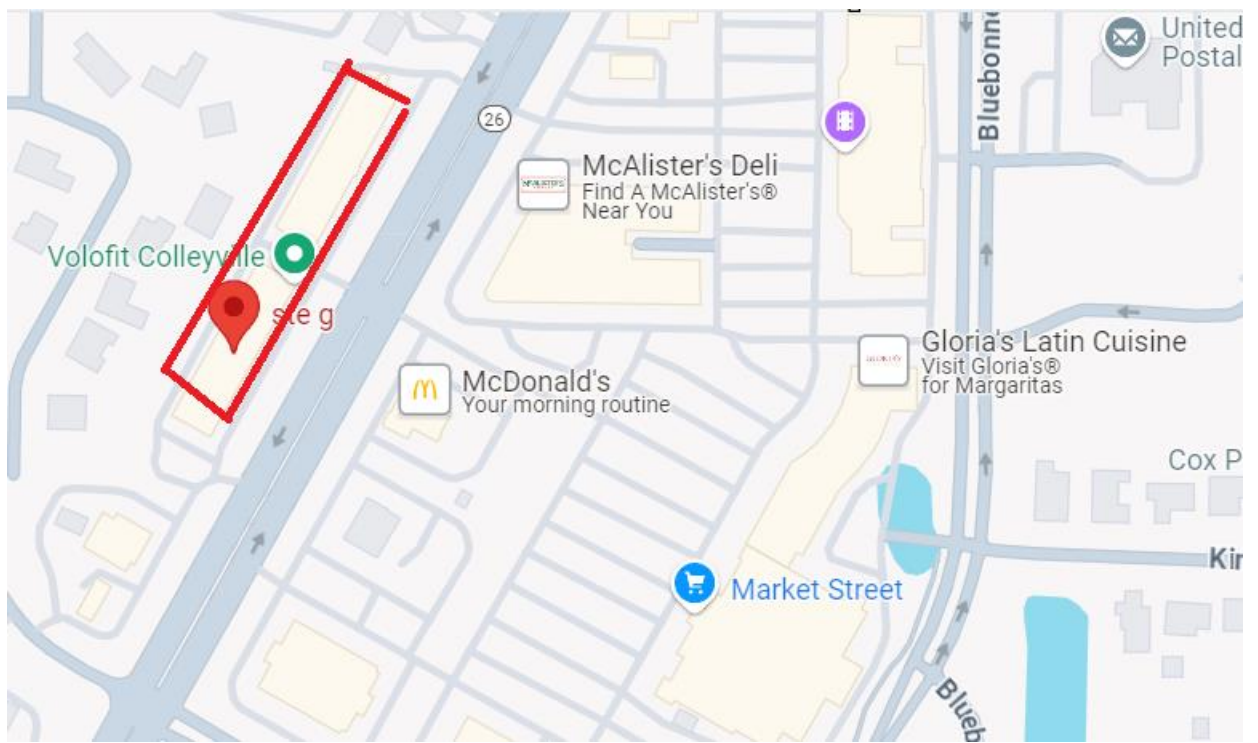
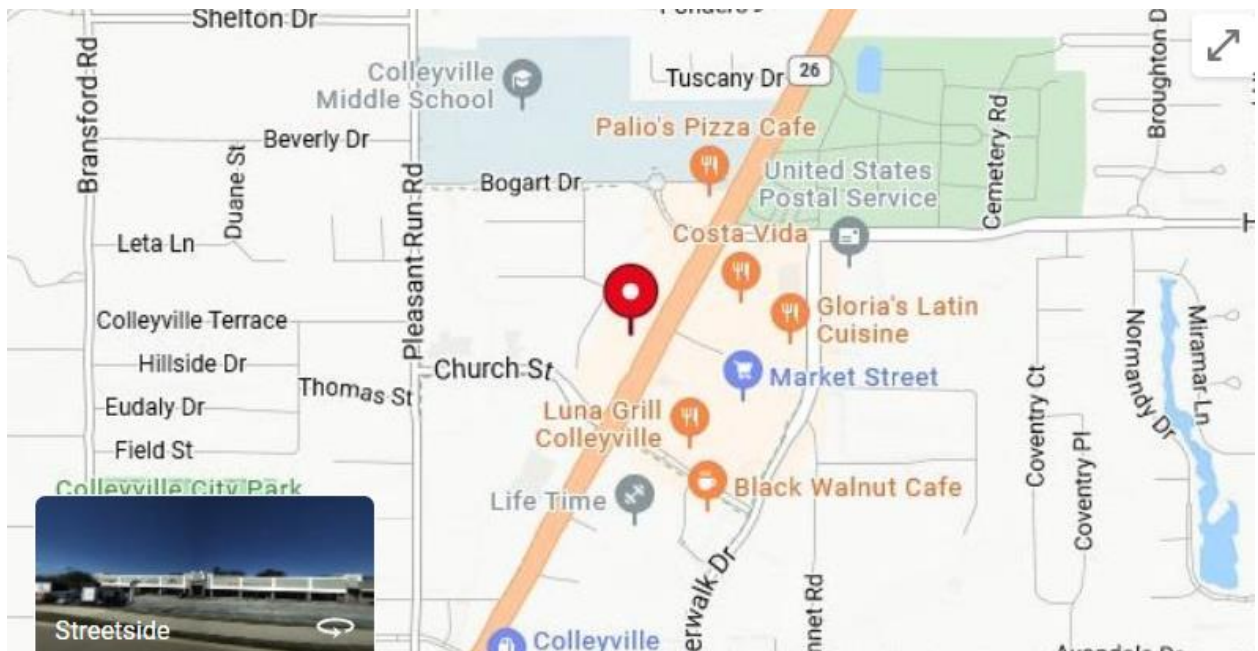
Colleyville is an affluent city in Tarrant County located in the Dallas–Fort Worth metroplex. With a 2022 population of 25,876. Colleyville, Texas is a unique community in the heart of the D/FW Metroplex. Residents say they move here for

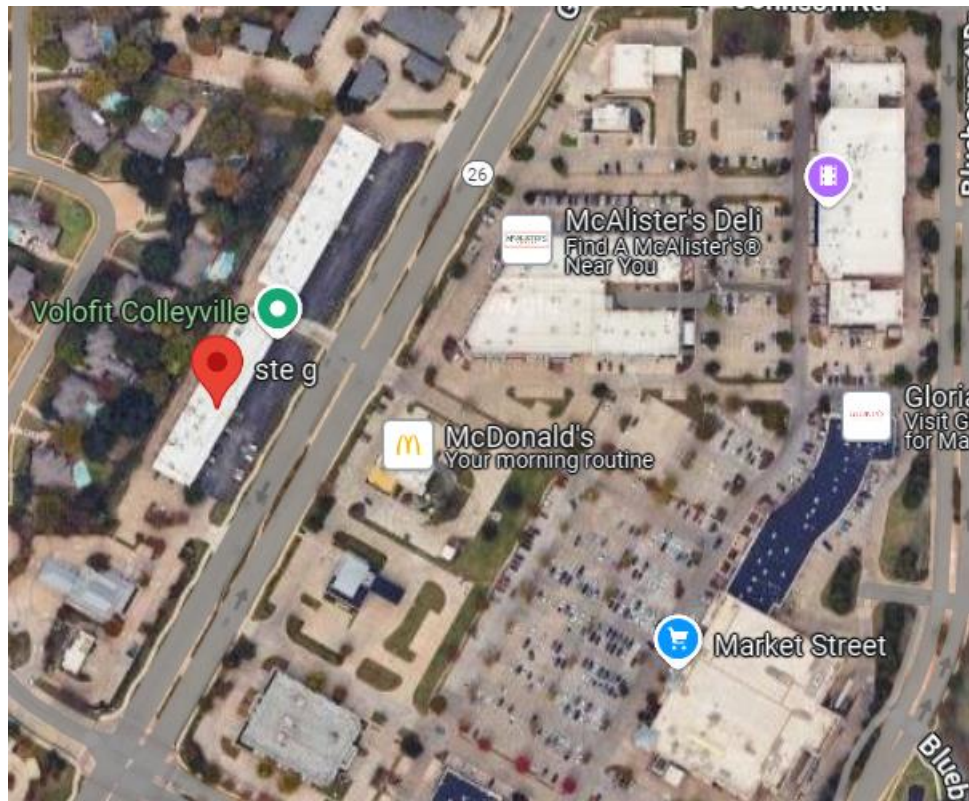
its rural feel and the proximity to modern luxuries including a variety of shops, restaurants and service.

Colleyville started as a community of neighborhoods and continues that quiet, friendly, and charming atmosphere as a municipality, despite being just minutes away from D/FW Airport. In 2022, Colleyville, TX had a population of 25.9k people with a median age of 47.3 and a median household income of \$196,298. Between 2021 and 2022 the population of Colleyville, TX grew from 25,827 to 25,876, a 0.19% increase and its median household income grew from \$180,698 to \$196,298, a 8.63% increase. LIQUOR MART Location will be primarily serving the residents, aged 21 and older who live within a 5- mile radius of our store. The demographics of these customers are as follows:

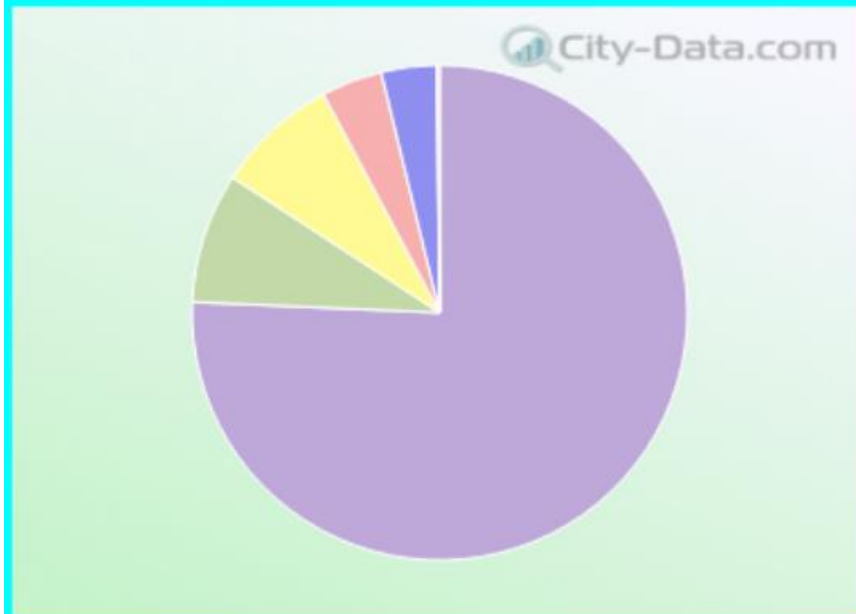
- ❖ 25,876 residents
- ❖ 1,750 workers (who do not live the neighborhood)
- ❖ Average income of \$196,298
- ❖ 73.26% married
- ❖ 66.6% in Mgt./Professional occupations
- ❖ Median age: 35.5 years







Races in Colleyville, TX (2022)



White (73.8%)	Hispanic (8.3%)
Asian (7.8%)	Black (3.9%)
2+ races (3.5%)	American Indian (0.2%)

Demographics

Population

1990	2000	2010	2021	2022	2023	2024 ESTIMATE**
12,724	19,936	22,807	25,827	25,850	25,747	25,800

Households

2010	2022	2023 ESTIMATE**	2024 ESTIMATE**
8,114	9,258		

* 2022 U.S. Census

***Annual *Population Estimates*, North Central Texas Council of Governments

2022* Average Household Income: \$196,298

2022* Median Household Income: \$180,698

2022* Average Household Size: 2.79

2022* Per Capita Income: \$92,557

2022* Median Age: 47.3

PROFESSIONAL SUPPORT, PERSONAL TOUCH FROM COLLEYVILLE

In a metroplex full of suits and deals, Colleyville stands apart as a City with both professional expertise and the personal interactions more often found in a small town. City is very responsive, returning calls quickly and often available to meet on-site the same day if desired. It is common to share information with personal visits and hand-delivered letters, in addition to the traditional website, newsletter, and social media platforms. During the pandemic, the City's Business Outreach Team went door-to-door ensuring that business owners had the latest information about re-opening regulations and programs available to support them.

When brainstorming new ways to support local businesses, feedback from those businesses is included. From a recent survey, we learned that businesses are most in need of customers and that the City's gift card program has been the most helpful support program offered. This feedback directly led to a new edition of our gift card program for the month of February ("Cupid Cash") that is expanded to also bring some new customers to town. Gift cards were mailed to all households as usual, with additional cards shared with local schools and teachers, first responders in our surrounding cities that provide mutual aid, and healthcare workers. Town always able to "show some love" to Colleyville businesses AND appreciate those who also serve our community, ultimately bringing new customers to those businesses just as requested in the survey. In Colleyville, team works to limit the red tape, allowing us to act quickly when appropriate. We wear our creative hats daily, understanding that each business has unique circumstances and needs. The combination of support that is personal, adapted to the need, and accomplished quickly creates strong partnerships with local businesses. On more than one occasion, a business has decided to come to Colleyville because of this exact responsiveness.

COLLEYVILLE

SMALL TOWN CHARM BIG CITY CONVENIENCES



Award Winning Community
Police, Fire, Library,
Parks and Recreation,
Finance, Economic Development
Community Development, Public Works



26,057 People



9,311 Households



48.6
Median Age



13.1
Square Miles



\$163,509
Median Household
Income



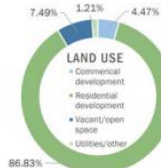
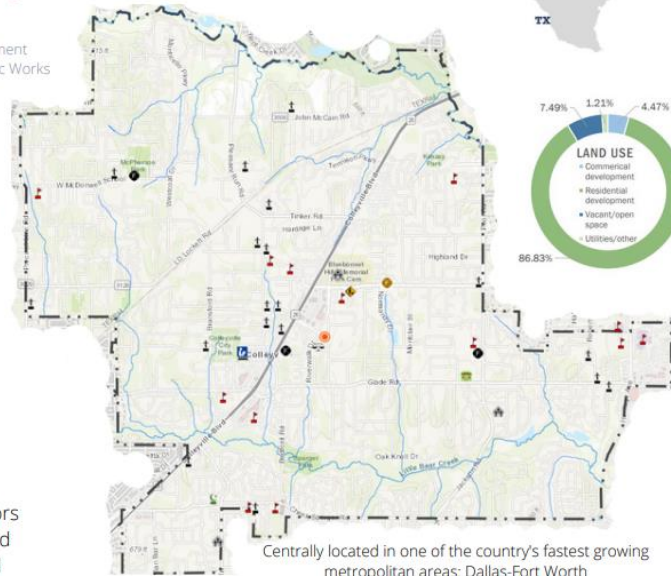
69% Hold Bachelors
Degree or Beyond
Highly Educated
Population



**GRAPEVINE
COLLEYVILLE**
INDEPENDENT SCHOOL DISTRICT
#2 Best School District in
Dallas Fort Worth Area
#4 Best School District in Texas



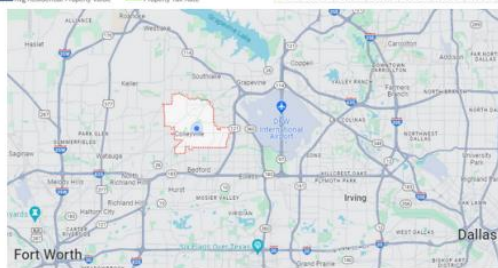
City Grant Programs for Businesses
Gift Card Program for Residents
Promotional Programs for Local Businesses



PROPERTY TAX RATE + PROPERTY VALUE



OCCUPANCY RATES BY FISCAL YEAR



Management Team

LIQUOR MART is led by Dhaval Solanki and Yuvrajsinh Vaghela has management and day to day operations experience in Liquor. Both has an in-depth knowledge of the liquor business including the operations side (e.g., running day-to-day operations) and the business management side (e.g., staffing, marketing, etc.).

Success Factors

LIQUOR MART uniquely qualified to succeed for the following reasons:

- There are few quality liquor stores in the community we are entering. In addition, we have surveyed the local population and received extremely positive feedback saying that they explicitly want to frequent our business when launched.
- Our location is in a mid-value-volume area with direct and foot traffic, and will thus be highly convenient to significant numbers of passersby each day.
- The management team has a track record of success in managing and owning business from last few years.
- The liquor store business is a proven business and has succeeded in communities throughout the United States.

Financial Highlights

Top line projections over the next three years are as follows:

Balance Sheet Forecast

	Projected 12/31/25	Projected 12/31/2026	Projected 12/31/2027	Projected 12/31/2028
Assets				
<u>Current Assets</u>				
Cash in bank	\$100,000	\$140,000	\$150,000	\$150,000
Accounts receivable				
Inventory	267,964			
Prepaid expenses		-	-	-
Other current assets	100,000	401,000	453,000	505,000
Total Current Assets	<u>\$467,964</u>	<u>\$541,000</u>	<u>\$603,000</u>	<u>\$655,000</u>
<u>Fixed Assets</u>				
Furniture & fixtures	\$9,000	\$10,000	\$11,500	\$12,500
Leasehold Improvement	4,602	5,000	6,000	6,500
computer related equipment	11,333	11,500	12,000	12,500
Signs	3,951			
Security Deposit	3,726	3,726	3,726	3,726
(LESS accumulated depreciation on all fixed assets)	<u>(3,726)</u>	<u>3,726</u>	<u>3,726</u>	<u>3,726</u>
Total Fixed Assets (net of depreciation)	<u>\$28,886</u>	<u>\$33,952</u>	<u>\$36,952</u>	<u>\$38,952</u>
<u>Other Assets</u>				
Intangibles	\$-	\$-	\$-	\$-
Deposits		-	-	-
Goodwill		-	-	-
Other		-	-	-
Total Other Assets	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>
TOTAL Assets	<u>\$496,850</u>	<u>\$574,952</u>	<u>\$- \$639,952</u>	<u>\$- \$693,952</u>
Liabilities and Equity				
<u>Current Liabilities</u>				
Total Accounts payable	\$25,000	\$25,400	\$26,100	\$26,900
Interest payable	-	-	-	-

Taxes payable							
Notes, short-term (due within 12 months)	-	-	-	-	-	-	-
Current part, long-term debt	-	-	-	-	-	-	-
Other current liabilities	5,400	5,600	5,900	6,200			
Total Current Liabilities	<u>\$30,400</u>	<u>\$31,000</u>	<u>\$32,000</u>	<u>\$33,100</u>			
<u>Long-term Debt</u>							
Bank loans payable	\$-	\$108,408	\$108,408	\$108,408			
Notes payable to LLC members	155,000	172,000	176,000	181,000			
LESS: Short-term portion	-	-	-	-			
Other long term debt	-	-	-	-			
Total Long-term Debt	<u>\$155,000</u>	<u>\$280,408</u>	<u>\$284,408</u>	<u>\$289,408</u>			
Total Liabilities	<u><u>\$185,400</u></u>	<u><u>\$311,408</u></u>	<u><u>\$316,408</u></u>	<u><u>\$322,508</u></u>			
Total Liabilities & Equity	<u><u>\$185,400</u></u>	<u><u>\$311,408</u></u>	<u><u>\$316,408</u></u>	<u><u>\$322,508</u></u>			

Company Overview

LIQUOR MART, located at 5600 Colleyville Boulevard Suite G Colleyville Texas 76034, TX 75068 will be a community and quality focused liquor stores brand based out of COLLEYVILLE, TX. LIQUOR MART will strive to offer customers a unique alcohol-buying experience along with the widest variety of product offerings available anywhere in the area. The company flagship store will foster a friendly, warm and consultative environment while keeping both prices checkout time low. Through improved merchandising and an upgraded sampling, handling and delivery process, the company will strive to transform the in-store alcohol buying experience for consumers while creating a unique and distinctive brand identity, differentiation and brand recall for itself.

Liquor Mart's product offerings will include Comprehensive range of Whiskey, Cognac, Vodka, Tequila, Rums, Champagnes, Wines, Beers and tobacco products. The company will provide customers unprecedented access to both luxury and mainstream brands, at fair and affordable prices. While wines and liquor will be the Company's primary product offering.

Liquor Mart is founded by Yuvrajsinh Vaghela and Dhaval Solanki. It was in Dec 22nd that they decided to buy Liquor stores in DFW area, and making their own brand Liquor Mart. Specifically, during this time, Yuvrajsinh Vaghela, and Dhaval Solanki, took a visit to COLLEYVILLE Town. After several discussions Yuvrajsinh Vaghela, and Dhaval Solanki clearly understood that business would enjoy significant success of their own.

Specifically, the customer demographics and competitive situations in the area were so similar that we knew it would work. Furthermore, after surveying the local population, this theory was proven.

LIQUOR MART History

- First location bought in 2017 in Allen Texas. LIQUOR MART - ALLEN
- Second location bought in 2021 in Little Elm Town Texas LIQUOR MART- LITTLE ELM
- Third location bought in 2022 in Plano Texas Area LIQUOR MART- PLANO
- FORTH location under construction in 2024 in Plano Texas

Liquor Mart's Products

Below is Liquor Mart List or product categories:

- Beer
- Wine
- Whiskey
- Cognac
- Vodka
- Tequila
- Rum
- Champagnes
- Tobacco products

Besides the largest and most varied inventory in the county, the company will promise that the store either carries the customer's alcohol of choice or can source it from an external third-party. This offer will successfully establish the company as the ultimate and final source for high quality, niche and rare alcohols in the entire area.

Store Design

Liquor Mart Store include the following:

- Main store
- Storage Room
- Coolers
- Tasting area
- Wine Racks
- Liquor Displays
- Check-Out Counter
- Restroom
- Water Source

The retail location has 10 direct parking spots including 30+ shared parking spots with other business which should suffice even in peak hours. Liquor Mart will be open 6 days a week, from 10 AM to 9 PM.

Industry Analysis

Liquor Mart directly or indirectly competes with all liquor stores nearby our store. Competition will come from other liquor stores.

Industry Statistics & Trends

The following industry size facts and statistics bode well for Liquor Mart.

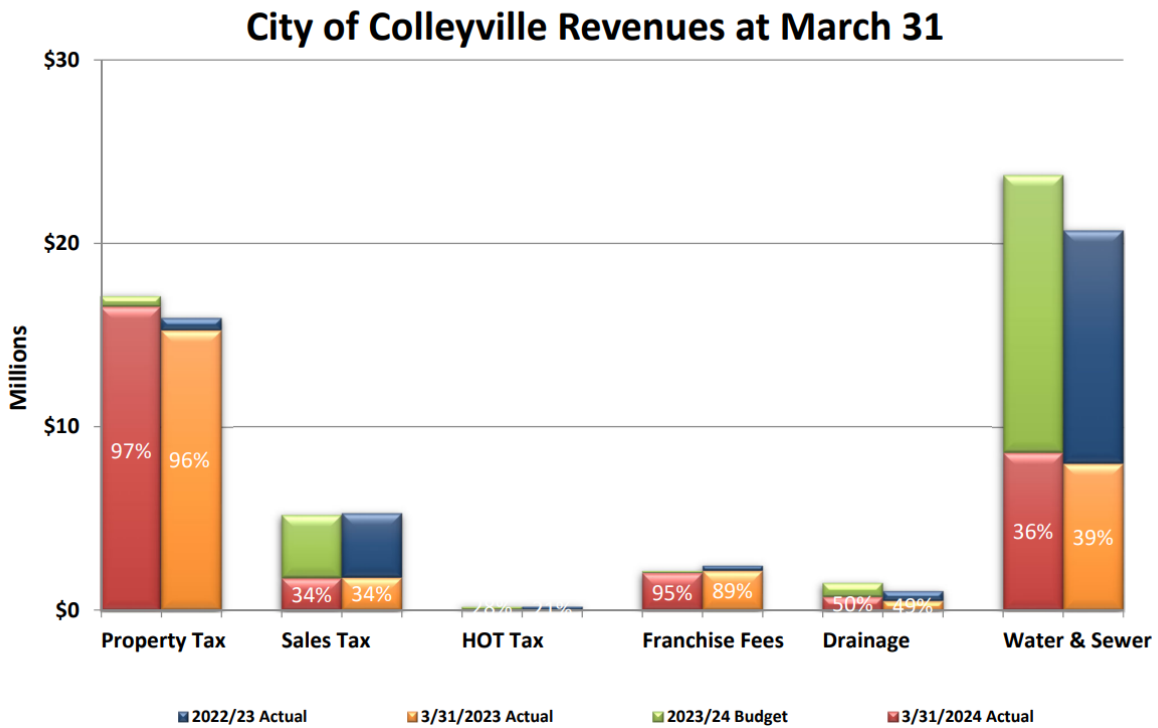
- Total US revenue for Beer, Wine & Liquor Stores stood at \$25.2 billion last year with total industry net income of \$3.8 billion. Projected annual growth is forecast to be 2.9% over the next five years.
- A sustained consumer shift away from drinking at restaurants, bars and nightclubs, towards drinking at home. Sales of alcoholic beverages at bars and restaurants fell 4.6% in 2010, while sales at liquor stores, supermarkets and other retailers for “at home” drinking rose 9.3%. Americans are consuming 10 drinks on average each month at home, compared with only 5.7 drinks in bars and restaurants.
- Per capita consumption of alcohol is growing across the United States, today 67% of Americans are active drinkers, the highest since 1985.
- Despite the worst recession in nearly 80 years, alcohol stores have proven to be largely recession proof with liquor store revenues expanding 9% in 2008, 1% in 2009 and 9.3%. Industry experts are forecasting sustained revenue growth for liquor manufacturers and stores across the United States.
- Deregulation of state-run liquor stores, coupled with revitalization in consumer demand, bolstered industry revenue. In particular, many consumers switched to low-cost liquor in economical packaging, which kept industry revenue afloat.

Customer Analysis

Demographic Profile of Target Market. Liquor Mart will serve the residents of 5600 Colleyville Boulevard Suite G Colleyville Texas 76034, TX 75068 and the immediately surrounding areas. The area residents we serve are affluent and are expected spend more on beer, liquor and wine per capita than the national averages.

Major Revenue Outlines:

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



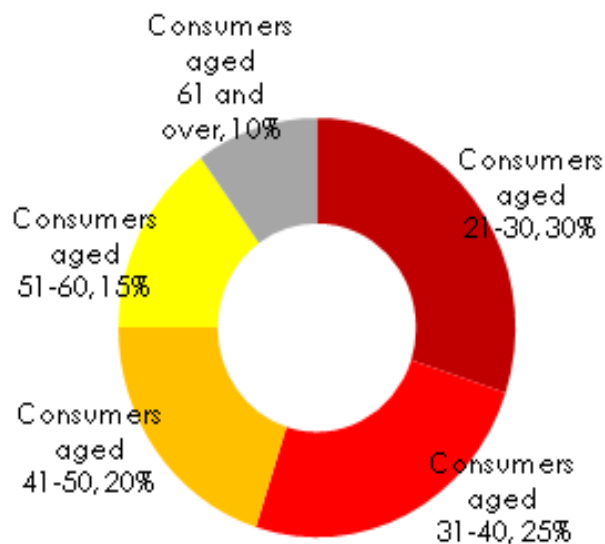
Property and Sales Taxes

- Colleyville real and personal property for 2022-2023 is \$0.629900 per \$100 in value.
- Colleyville sales tax is 8.25% which includes 6.25% Texas sales tax

Customer Segmentation

In the United States, there are a total of 313 million people with over 222 million of the total population over the age of 21 years. The major age demographic for consumers who purchase liquor is between the age of 21 and 30 years, followed by consumers aged 31 to 40 years. We will primarily target the following customer segments:

Alcoholic Beverage Consumer Demographics



Competitive Analysis

Direct & Indirect Competitors

The following liquor stores are located within a 5-mile radius of Liquor Mart thus providing either direct or indirect competition for customers:

- Goody Goody
- Bear Creek Spirits and Wine
- Fossil Creek Liquor
- Mirage Fine Spirits

Competitive Advantage

Liquor Mart enjoys several advantages over its competitors. These advantages include:

- **Mid-End Focus:** Liquor Mart will focus solely on Mid-end beer, wine and liquor lovers, which is a fast-growing market segment by revenue. By focusing on mid-end customers, vs. the mass market, we can provide a personalized, meaningful shopping experience.
- **Management:** Our management team has years of management experience that allows us to sell to and serve customers in a much more sophisticated manner than our competitors.

Marketing Plan

The Marketing Plan describes the type of brand Liquor Mart seeks to create and the Company's planned promotions and pricing strategies.

The Liquor Mart brand will focus on the Company's unique value proposition:

- Offering personalized, curated beer, wine and liquor selections in an intimate environment
- Rotating products to always offer the latest selections
- Providing excellent customer service

Promotions Strategy

Liquor Mart expects its target market to be individuals living within a 5-mile radius of its store. The Company's promotions strategy to reach these individuals includes:

Direct Mail

Liquor Mart will blanket neighborhoods surrounding its locations with direct mail pieces. These pieces will offer discounts and/or provide other inducements for people to visit the store.

Online/ Offline Advertising

Liquor Mart will promote extensively through Google, Google maps, Yelp, Facebook and Instagram also sponsor community events to gain public presence.

Ongoing Customer Communications

Liquor Mart will maintain a website to tell customers about new events, products, and more.

Pricing Strategy

Liquor Mart pricing will be appropriate for the high quality and level of service associated with the store.

Operations Plan

Functional Roles

To execute on Liquor Mart's business model, the Company needs to perform many functions including the following:

Administrative Functions

- General & administrative functions including legal, marketing, bookkeeping, etc.
- Sourcing suppliers and managing supplier relations
- Hiring and training staff
- Use reference "Operating agreement" for detail info

Retail Functions

- Customer service and check-out
- Gift wrapping
- Display stock, rotation and design
- Janitor/maintenance personnel to keep the store clean

Management Team

Management Team Members

Liquor Mart is led by Yuvrajsinh Vaghela, and Dhaval Solanki who has management experience in the business for several years and has an in-depth knowledge of the liquor business including:

- Store operations and management
- Floor sales
- Display design
- Retail marketing
- Hiring and training workers
- Liquor trends

Yuvrajsinh Vaghela, and Dhaval Solanki graduated from the University of Findlay where they have majored in Master in Business Administration.

Staffing Plan

Yuvrajsinh Vaghela, and Dhaval Solanki will serve as the store manager and will have several employees working at the same time:

- Assistant Manager (Will handle much of store operations and manage store)
- Check-out and Floor Staff
- Part-Time Bookkeeper (will manage accounts payable, create statements, and execute other administrative functions)

Litigation

There is no current or pending litigation against the owners.

Financial Plan

Revenue and Cost Drivers

The major costs for the company will be cost of goods sold (supplier costs), staff salaries, and rent for a prime location. In the initial years, the company's marketing spend will be high, as it establishes itself in the market.

Capital Requirements and Use of Funds

Liquor Mart will be spending almost \$500,000 for furniture fixtures and inventory.

Financial Statement Disclaimer

Since privately owned companies tend to keep reported profits (and, therefore, taxes) as low as possible, financial recasting is an important step in understanding the earnings capacity of a business. Recasting allows meaningful comparisons with other business opportunities by eliminating excessive and discretionary expenses and non-recurring revenues and expenses, among other things.

Below please find the key assumptions that went into the financial forecast and a summary of the financial projections over the next three years.

Product Type	Percentage
Wine	4%
Liquor	91%
Beer	4%
Food / Soft drinks	1%
Tobacco / Other	1%

3 Year Projected Annual Income Statement

LIQUOR MART, Collyville, TX

		2025	%
Revenue (Sales)			
TAXABLE SALES OF LIQUOR		1,331,072	88.3
TAXABLE SALES OF BEER		62,634	4.2
TAXABLE SALES OF TOBACCO PRODUCTS		20,368	1.4
TAXABLE SALES OF WINE		76,502	5.1
TAXABLE SALES OF GROCERY		16,049	1.1
Other Income		119	0.0
		0	0.0
Total Revenue (Sales)		1,506,744	100.0

Cost of Good Sales			
General Business	/other Income	1,132,592	75.2

Gross Profit		374,152	24.8
---------------------	--	----------------	-------------

Expenses

WAGES AND SALARY EXPENSE		72,924	4.8
PAYROLL TAXES EXPENSES		7,428	0.5
FINTECH SERVICE FEE		240	0.0
CASH SHORT		96	0.0
INSURANCE-PROPERTY		1,662	0.1
LICENSES & PERMITS		168	0.0
DONATION		252	0.0
PRINTING AND COPYING		60	0.0
RENT OCCUPANCY		60,636	4.0
PROFESSIONAL FEES		7,800	0.5
REPAIRS & MAINTENANCE		27,048	1.8
SECURITY		348	0.0
CREDIT CARD- OTHERS		43,374	2.9
TELEPHONE		1,368	0.1
UTILITY EXPENSES		5,076	0.3
Royalties		0	0.0
National Advertising Fund		0	0.0
Misc. (unspecified)		0	0.0
Total Expenses		228,480	15.2

Net Profit Before Taxes

Income Taxes

0.0

Net Operating Income**145,672****9.7**

		2026	%
Revenue (Sales)			
TAXABLE SALES OF LIQUOR		1,427,536	91.9
TAXABLE SALES OF BEER		49,765	3.2
TAXABLE SALES OF TOBACCO PRODUCTS		8,291	0.5
TAXABLE SALES OF WINE		54,762	3.5
TAXABLE SALES OF GROCERY		12,850	0.8
Other Income		0	0.0
		0	0.0
Total Revenue (Sales)		1,553,204	100.0

Cost of Good Sales**General Business****/other Income****1,148,492****73.9****Gross Profit****404,712****26.1****Expenses**

WAGES AND SALARY EXPENSE		75,468	4.9
PAYROLL TAXES EXPENSES		8,988	0.6
FINTECH SERVICE FEE		300	0.0
CASH SHORT		96	0.0
INSURANCE-PROPERTY		1,662	0.1
LICENSES & PERMITS		168	0.0
DONATION		252	0.0
PRINTING AND COPYING		60	0.0
RENT OCCUPANCY		64,236	4.1
PROFESSIONAL FEES		9,000	0.6
REPAIRS & MAINTENANCE		39,474	2.5
SECURITY		348	0.0
CREDIT CARD- OTHERS		38,544	2.5
TELEPHONE		1,368	0.1
UTILITY EXPENSES		5,076	0.3
Royalties		0	0.0
National Advertising Fund		0	0.0
Misc. (unspecified)		0	0.0
Total Expenses		245,040	15.8

Net Profit Before Taxes

Income Taxes

0.0

Net Operating Income

159,672

10.3

		2027	%
Revenue (Sales)			
TAXABLE SALES OF LIQUOR		1,448,563	91.5
TAXABLE SALES OF BEER		46,663	2.9
TAXABLE SALES OF TOBACCO PRODUCTS		9,778	0.6
TAXABLE SALES OF WINE		56,257	3.6
TAXABLE SALES OF GROCERY		22,551	1.4
Other Income		0	0.0
		0	0.0
Total Revenue (Sales)		1,583,813	100.0

Cost of Good Sales

General Business

/other Income

1,182,392

74.7

Gross Profit

401,421

25.3

Expenses

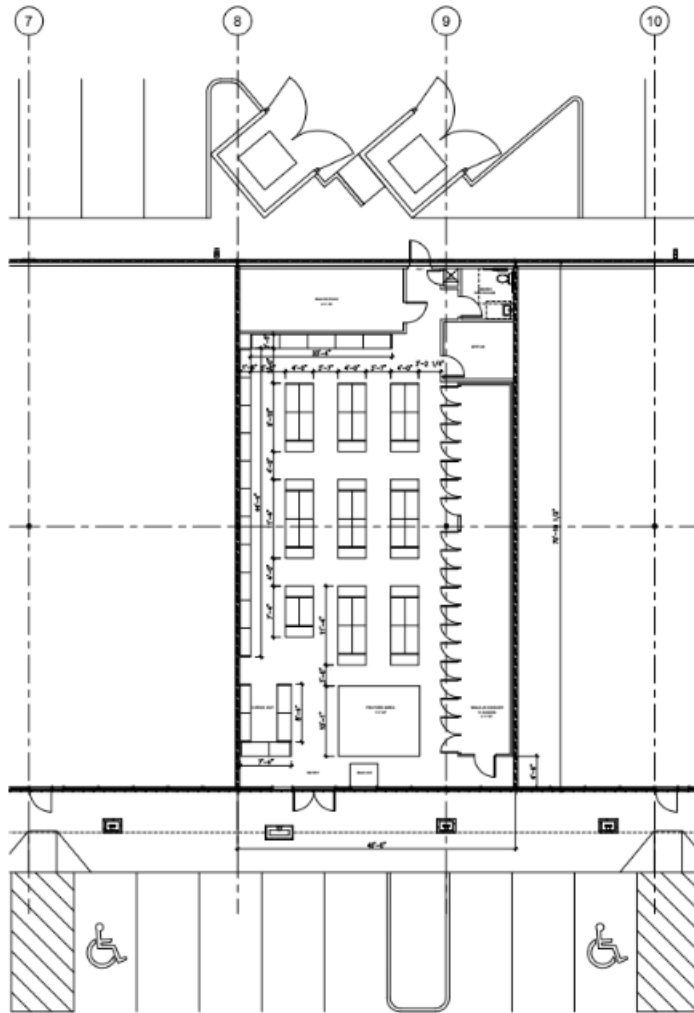
WAGES AND SALARY EXPENSE		76,068	4.8
PAYROLL TAXES EXPENSES		9,324	0.6
FINTECH SERVICE FEE		300	0.0
CASH SHORT		96	0.0
INSURANCE-PROPERTY		1,662	0.1
LICENSES & PERMITS		168	0.0
DONATION		252	0.0
PRINTING AND COPYING		60	0.0
RENT OCCUPANCY		66,636	4.2
PROFESSIONAL FEES		9,000	0.6
REPAIRS & MAINTENANCE		28,848	1.8
SECURITY		348	0.0
CREDIT CARD- OTHERS		38,544	2.4
TELEPHONE		1,368	0.1
UTILITY EXPENSES		5,076	0.3
Royalties		0	0.0
National Advertising Fund		0	0.0
Misc. (unspecified)		0	0.0
Total Expenses		237,750	15.0

Net Profit Before Taxes

Income Taxes
Net Operating Income

	0.0
163,671	10.3

Best,
LIQUOR MART TEAM.



LIQUOR STORE ADDRESS

Colleyville Town Square
5600 Colleyville Boulevard Suite G Colleyville Texas 76034

Store Sign

**LIQUOR
MART**

Sample floor Plan



Liquor Mart Future site – Colleyville – Floor layout



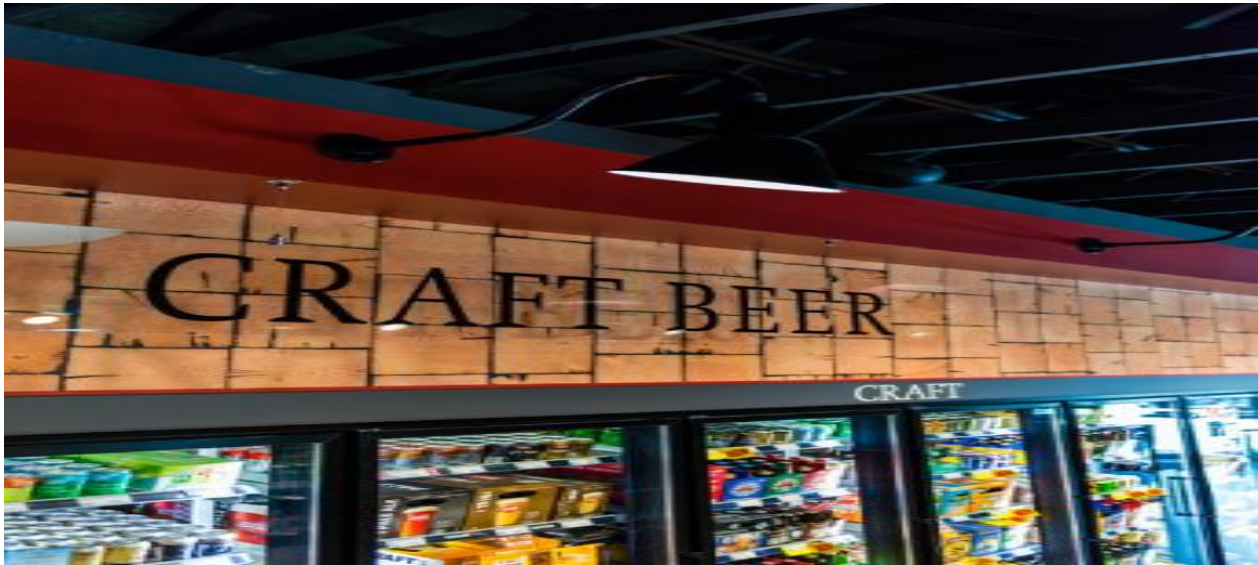
Liquor Mart Future site – Colleyville – Inside shelves layout



Liquor Mart Future site – Colleyville -Store Checkout counter



Liquor Mart Future site – Colleyville – Outside cooler layout



Liquor Mart Future site – Little Elm – Inside cooler layout

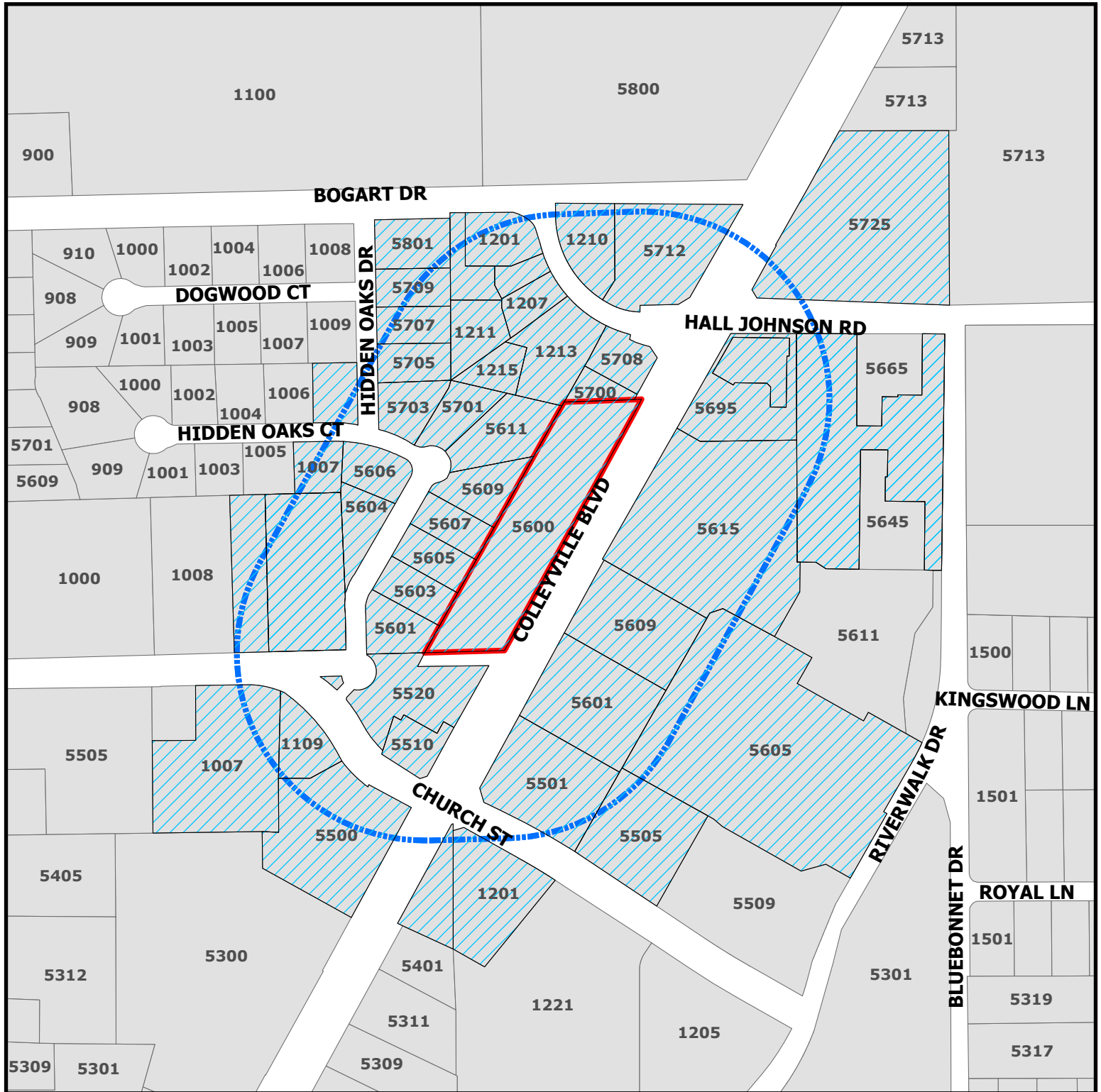


Liquor Mart Future site – Colleyville

Below Wood + Metal Shelves and wooden shelves will be used inside the store.



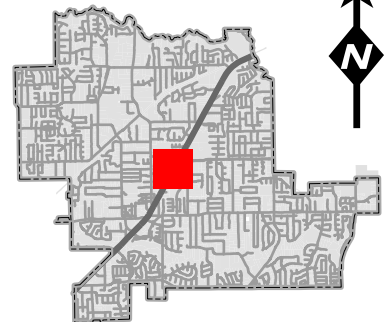
Notification Map



ZC24-016

5600 Colleyville Blvd

-  Parcels to be notified
-  Buffer
-  Subject Property
-  Buffer



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, October 14, 2024 at 7:00 p.m.
City Council Meetings: Wednesday, November 6, 2024 & Tuesday November 19, 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 Package Store Sales – Off-premises Consumption on Lot 1, Block 1, Towne Square Addition. The Special Use Permit request is to allow for a new liquor store to locate within the existing building.

Zoning Case: ZC24-016

Applicant: Andrew Sissney

Owner: Eagle-Colleyville Towne Square

Location: 5600 Colleyville Blvd Unit: G

Property Description: Lot 1, Block 1, of the Towne Center Addition

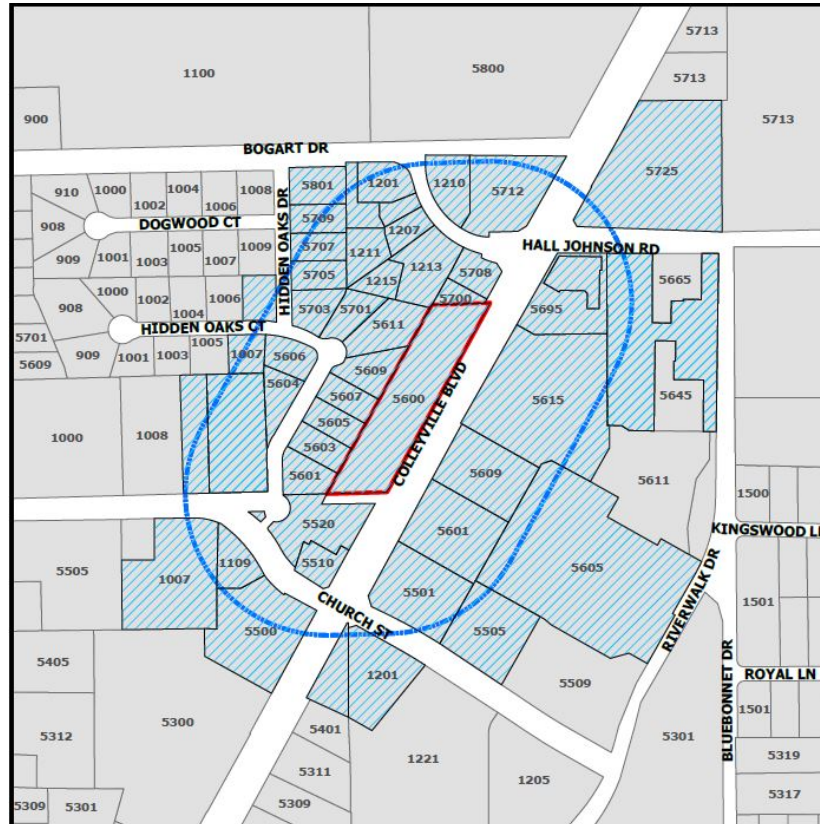
Present Zoning: CC-2 – Shopping Center

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

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

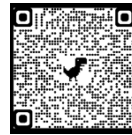
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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.

Kris Potts

Kris Potts
Planner – Urban Forester

Owner_Name	Situs_Addr
FIRST BAPTIST CH COLLEYVILLE	1007 CHURCH ST
PEGASUS LIVING TRUST	1008 HIDDEN OAKS CT
GOODING, JOHN	1007 HIDDEN OAKS CT
LILLIS, JAMES	5606 HIDDEN OAKS DR
CORE-FULMER, SARAH ELIZABETH	5604 HIDDEN OAKS DR
UMLOR, STEVEN H	5801 HIDDEN OAKS DR
LEACH, TERRY	5605 HIDDEN OAKS DR
CORGAN, KYLE D	5603 HIDDEN OAKS DR
CHIVAKULA, LAKSHMI	5601 HIDDEN OAKS DR
HOCH, JEANNE M	5709 HIDDEN OAKS DR
MARSHALL, D MICHAEL	5707 HIDDEN OAKS DR
CUMMINGS, JOHN A	5705 HIDDEN OAKS DR
NYQUIST, JOHN	5703 HIDDEN OAKS DR
ANTONETTI, ROBERT	5701 HIDDEN OAKS DR
GALINDO, LORENA	5611 HIDDEN OAKS DR
FAUCHER, WILLIAM	5609 HIDDEN OAKS DR
RICHMOND, FREDRIC D	5607 HIDDEN OAKS DR
GII SHP EBSW DFW LLC	5500 COLLEYVILLE BLVD
JD JUDD REALTY HOLDINGS LLC	1109 CHURCH ST
2727 PN SPE LLC	5520 COLLEYVILLE BLVD
BLUEBONNET HILLS MEMORIAL PK	5725 COLLEYVILLE BLVD
BEALL LEGACY PARTNERS LP	5712 COLLEYVILLE BLVD
DEDIEGO FAMILY TRUST	5510 COLLEYVILLE BLVD
SVAP III TC COLLEYVILLE LLC	5615 COLLEYVILLE BLVD
CAVALIER INVESTMENT COMPANY INC	5501 COLLEYVILLE BLVD
CHARLES & ROB LTD	5601 COLLEYVILLE BLVD
HJ ROAD 26 LTD	5609 COLLEYVILLE BLVD
JERI & HOLLY LTD	5695 COLLEYVILLE BLVD
MOVIE GRILL CONCEPTS XXVIII LLC	5655 COLLEYVILLE BLVD
BRANCH BANKING & TRUST CO	1201 CHURCH ST
EAGLE-COLLEYVILLE TOWNE SQUARE	5600 COLLEYVILLE BLVD
LA SUSCRITA LLC	5700 COLLEYVILLE BLVD
G W J COMPANY	5708 COLLEYVILLE BLVD
TOGETHER PSYCHOLOGY LLC	1215 HALL JOHNSON RD
BAYOUPEAK INVESTMENTS LLC	1207 HALL JOHNSON RD
M SQUARED T ROOT LLC	1205 HALL JOHNSON RD
JNS LIVING TRUST	1201 HALL JOHNSON RD
ROHANI REAL PROPERTIES LLC	1209 HALL JOHNSON RD
GLTM INVESTMENTS LLC	1211 HALL JOHNSON RD
R P GANTOS VENTURES LLC	5413 COLLEYVILLE BLVD
DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITE	1008 CHURCH ST
HIDDEN OAKS ESTATES	COURTESY NOTICE
KINGSWOOD ESTATES-COLLEYVILLE	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED

ORDINANCE O-24-2303

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 3.18 ACRES, BEING LOT 1, BLOCK 1, TOWNE SQUARE ADDITION, LOCATED AT 5600 COLLEYVILLE BOULEVARD, SUITE G, BY AUTHORIZING A SPECIAL USE PERMIT FOR PACKAGE STORE SALES – OFF-PREMISES CONSUMPTION FOR THE BUSINESS KNOWN AS LIQUOR MART; 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 Package Store Sales – Off-premises Consumption Case No. ZC24-016; 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 Package Store Sales – Off-premise Consumption on 3.18 acres, being Lot 1, Block 1, of the Towne Square Addition, located at 5600 Colleyville

Boulevard, Suite G, for the business known as Liquor Mart, 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 Liquor Mart business only.
- b. The name of the business authorized for Package Store Sales – Off-premises Consumption by this Special Use Permit shall be called "Liquor Mart".
- c. 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.
- d. 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 6th day of November 2024.

The second reading and public hearing being conducted on the 19th day of November 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 19TH DAY OF NOVEMBER 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	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

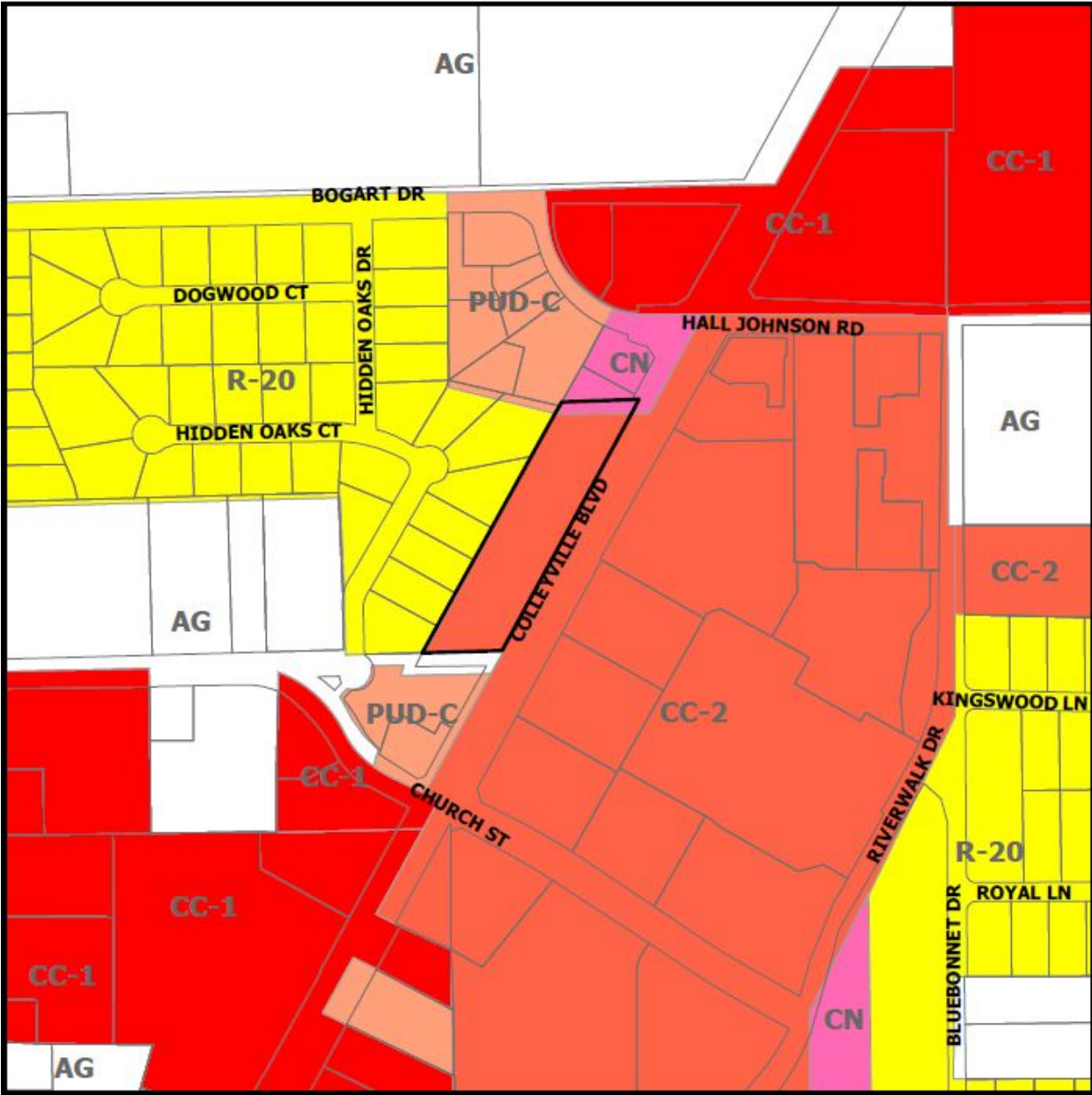


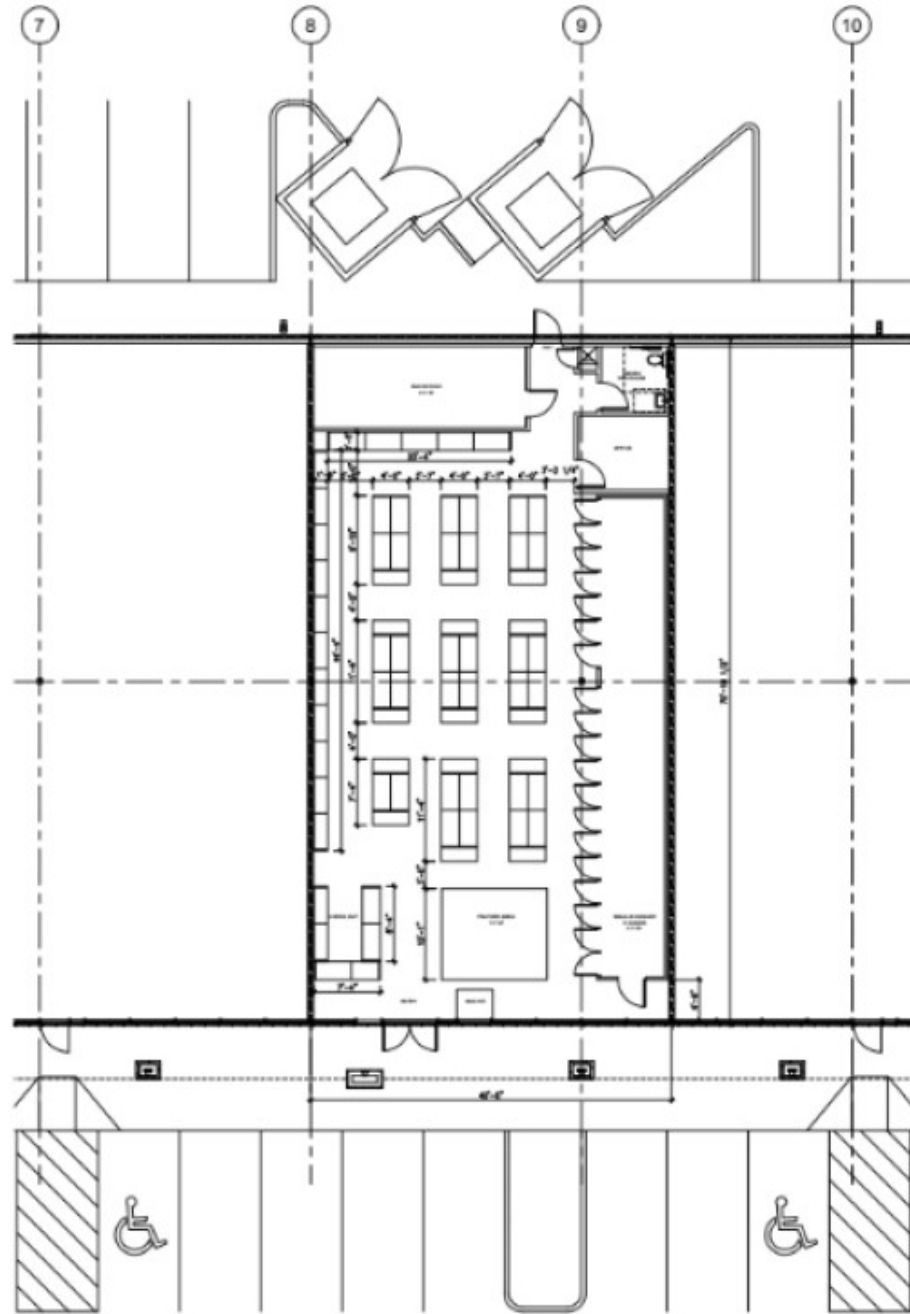
Exhibit "B" – Store Exhibit

Sample floor Plan



Store Sign

**LIQUOR
MART**





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5c

Agenda Date 11/6/2024

Number Ordinance O-24-2304

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a residential carport on Lot 2, Block 1, Arbor Estates II Addition, being located at 5503 Sycamore Drive, Case ZC24-018

Explanation

First Reading and Public Hearing

No change of zoning where exists a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or 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 calculated opposition of the adjacent property is approximately 33%.

Tommy's Carports & Patio Covers, the applicant, has submitted a request for a Special Use Permit to allow for a residential carport on Lot 2, Block 1, of the Arbor Estates II Addition, being approximately 0.47 acres, and zoned R-20 Single Family Residential.

Existing Conditions/Background: The subject property, 5503 Sycamore Drive, is zoned R-20 Single Family Residential. It is located on the east side of Sycamore Drive, north of the intersection with Poplar Lane. The property is a platted lot and is developed with a single family home.

SUP Request: The applicant is requesting approval of an SUP to allow for a carport.

C. Residential Carport Regulations – Carports located in zoning districts, which permit single-family residential dwellings, shall comply with the regulations contained in this section.

1. Approval by Special Use Permit Only: In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings.

2. Carport Standards: A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.

a. Size: A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

b. Height: A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.

c. Setbacks:

i. A carport located within ten (10) feet of the principal building shall comply with the front, side and rear yard setbacks of the zoning district. The distance shall be measured between the two closest points of the carport and principal building.

ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:

(1) Every part of such carport is unenclosed except for necessary structural supports;

(2) No part of the carport is less than five (5) feet from a side or rear lot line, and

(3) The carport is located completely within the rear yard area as defined in these zoning regulations

f. Design Criteria:

i. Roof - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.

ii. Posts - Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

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

Analysis: The request is to allow for a detached carport. The carport is 20 feet in length, 10 feet in width, and 200 square feet in area. The carport is located 10 feet away from the primary structure and is 6 feet from the side property line. The structure will be composed of cedar and masonry material in conformance with the design criteria of the Land Development Code.

Plat Status: The property is platted as Lot 2, Block 1, Arbor Estates II Addition.

DRC Review: The DRC reviewed the request during their September 23, 2024 meeting and provided the following comments:

1. Please provide an updated site plan with dimensions and showing more clearly where the carport will be placed on the lot. Will additional concrete base be poured or will it be over the existing driveway?
2. Provide updated elevations drawings with all dimensions, including the height from base grade elevation to start of roof line, as well as the overall height. Updated drawings can be hand drawn, but should have dimensions and be drawn to scale.
3. Provide side elevation drawing so rear posts are visible.

Drainage: NA

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

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

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their October 14, 2024 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

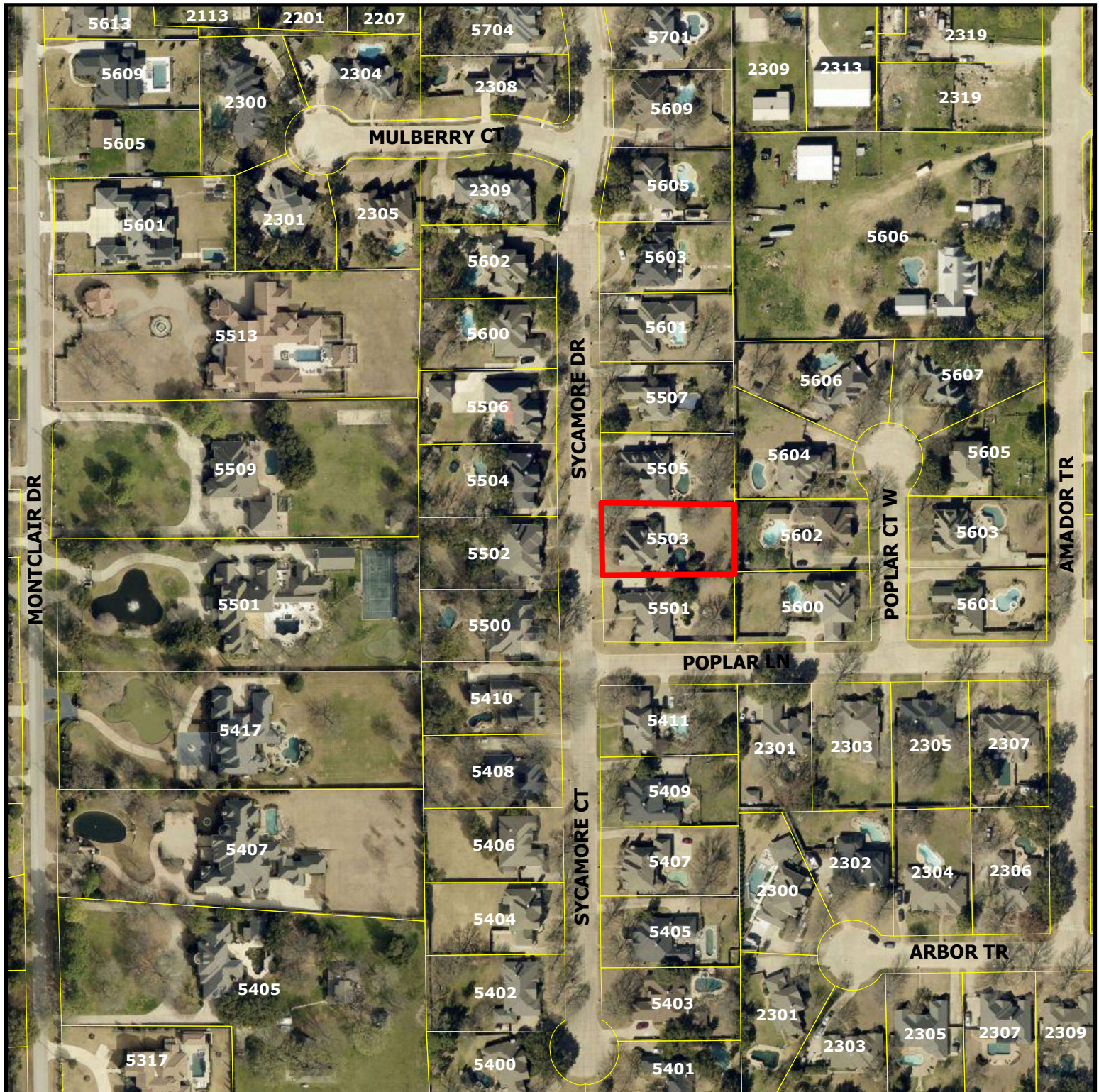
None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map

4. Site Plan Exhibit
5. Elevation Exhibits
6. Notification Map
7. Notification Letter
8. Notification List
9. Letter Received
10. Opposition Map
11. Opposition Report
12. Ordinance O-24-2304

Aerial Map

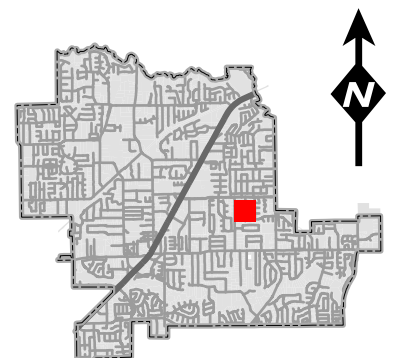


ZC24-018

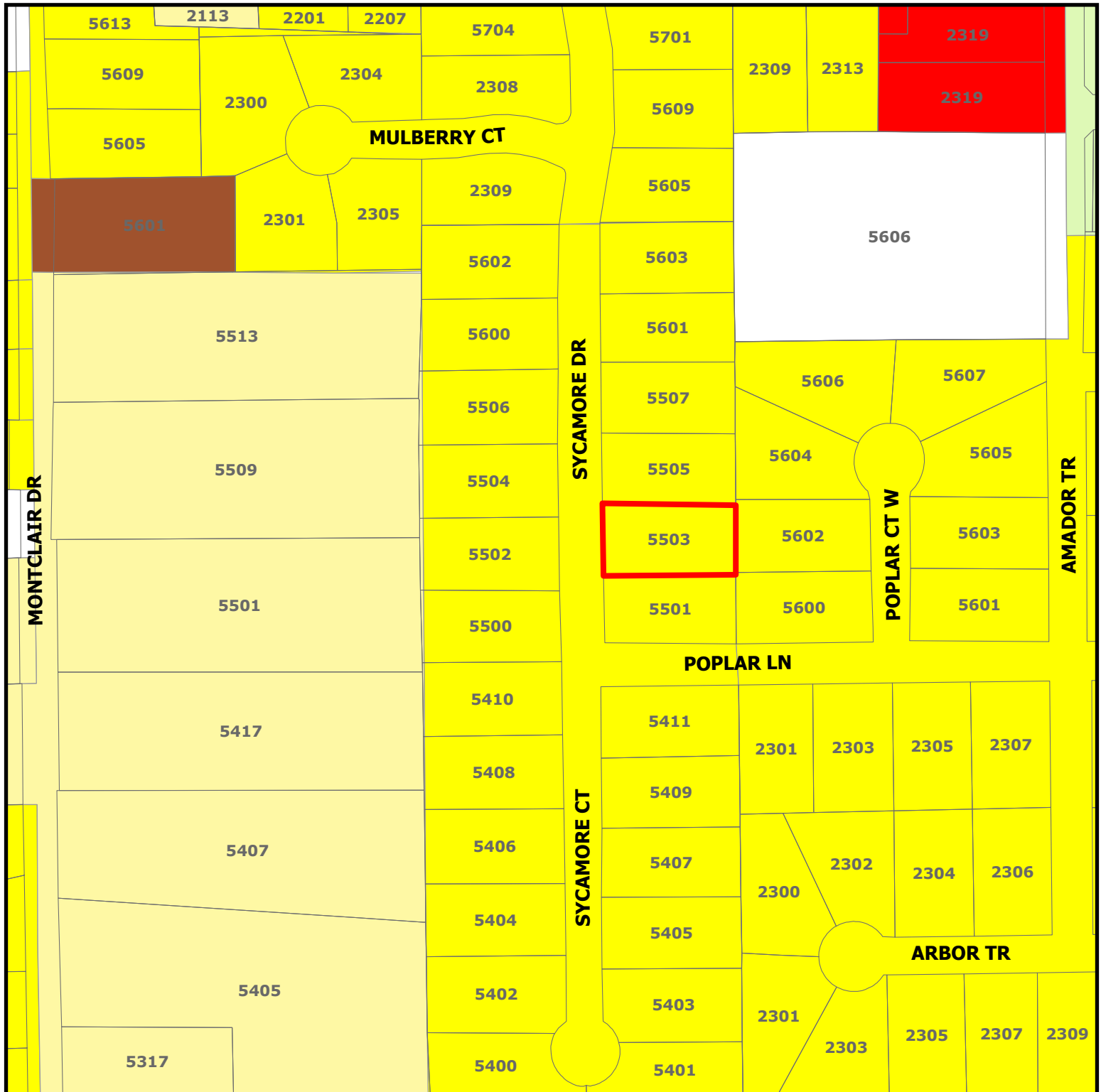
5503 Sycamore Drive

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

 Subject Property



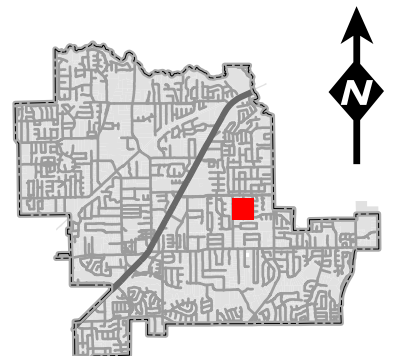
Zoning Map



ZC24-018

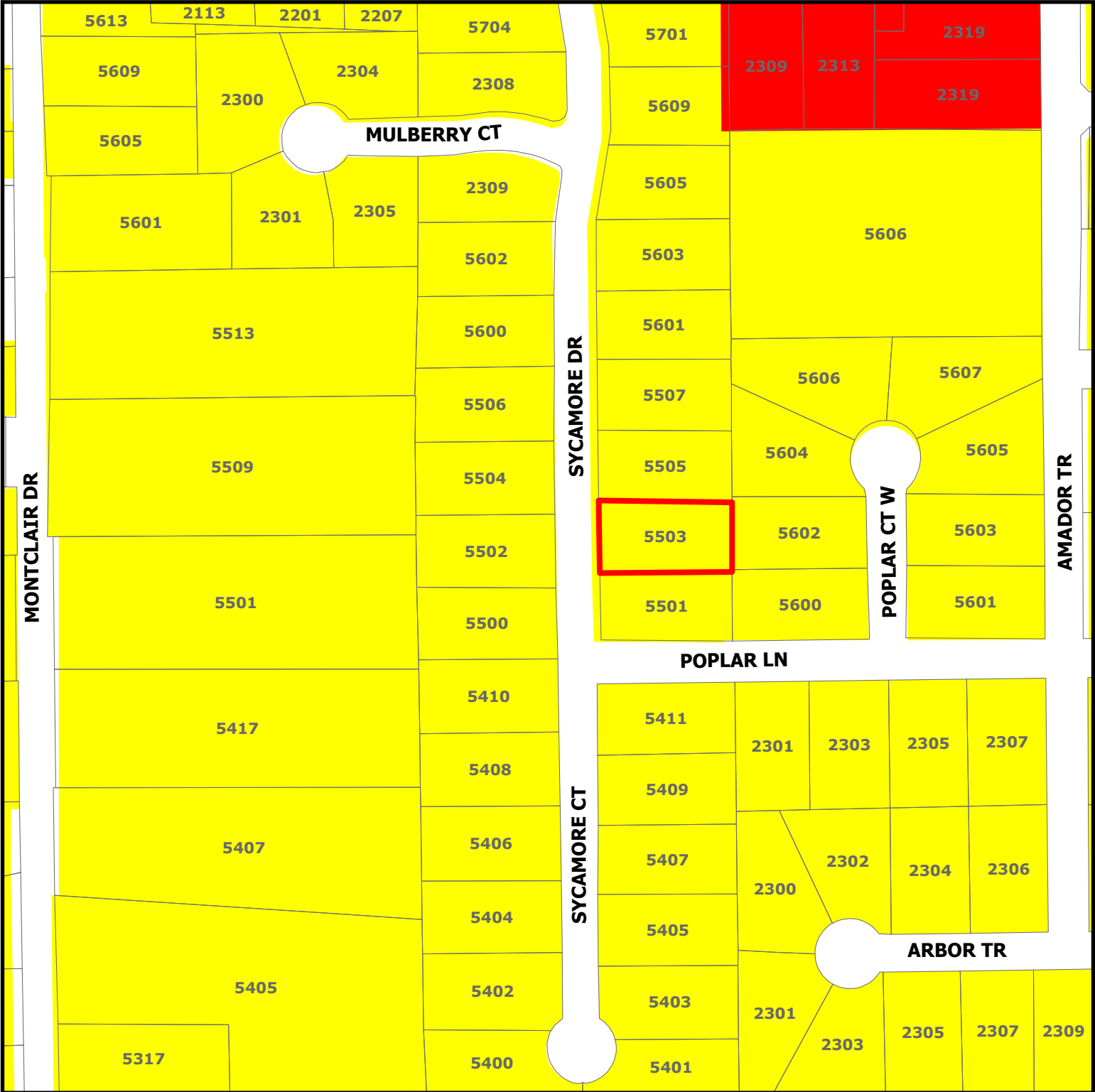
5503 Sycamore Drive

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.

Future Land Use Map

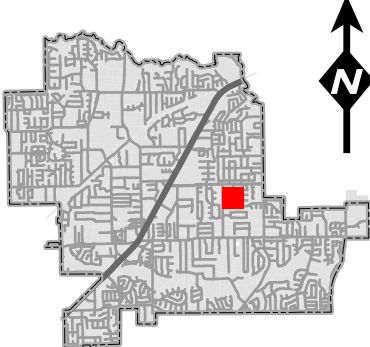


ZC24-018

5503 Sycamore Drive

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.

- Residential
- Commercial
- Subject Property





5503 SYCAMORE DRIVE

20 ft 10 ft

26 gauge
Steel Roof

2x12 Joist 1 1/2 Decking

2x6 Joist

2x6 Joist

2x12 Joist

Warranted

2x6 Joist

2x6 Joist

2x12 Joist

8x8

50%
State

Aluminum

Canopy

Aluminum

Aluminum

Canopy

Aluminum

Aluminum

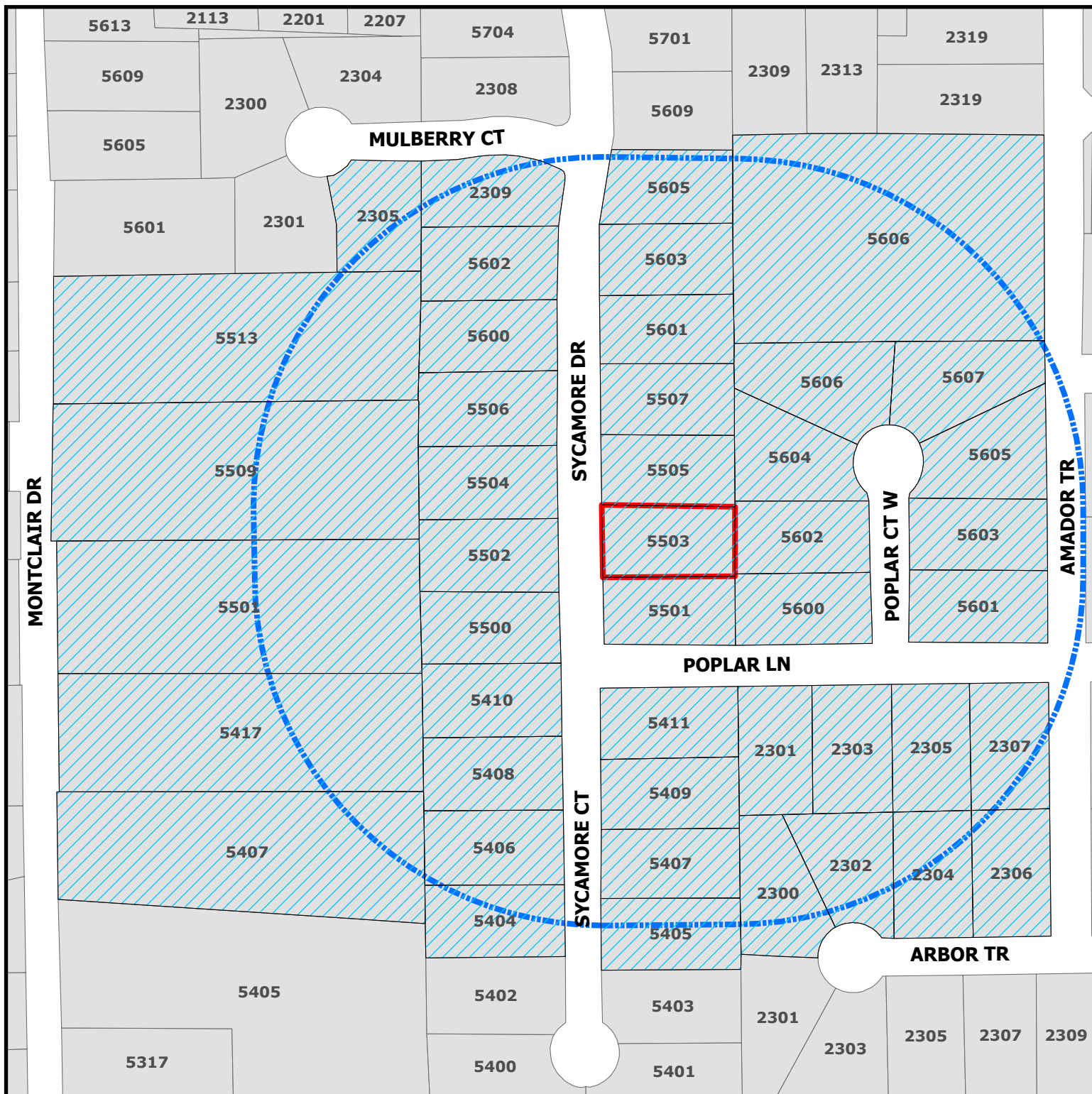
Canopy

Aluminum





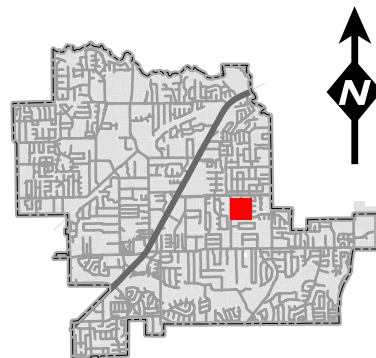
Notification Map



ZC24-018

5503 Sycamore Drive

-  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, October 14, 2024 at 7:00 p.m.
City Council Meetings: Wednesday, November 6, 2024 & Tuesday November 19, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a residential carport on Lot 2, Block 1, Arbor Estates II Addition.

Zoning Case: ZC24-018

Applicant: Tommy's Carports & Patio Covers

Owner: Hall Family Trust

Location: 5503 Sycamore Dr

Property Description: Lot 2, Block 1, Arbor Estates II Addition

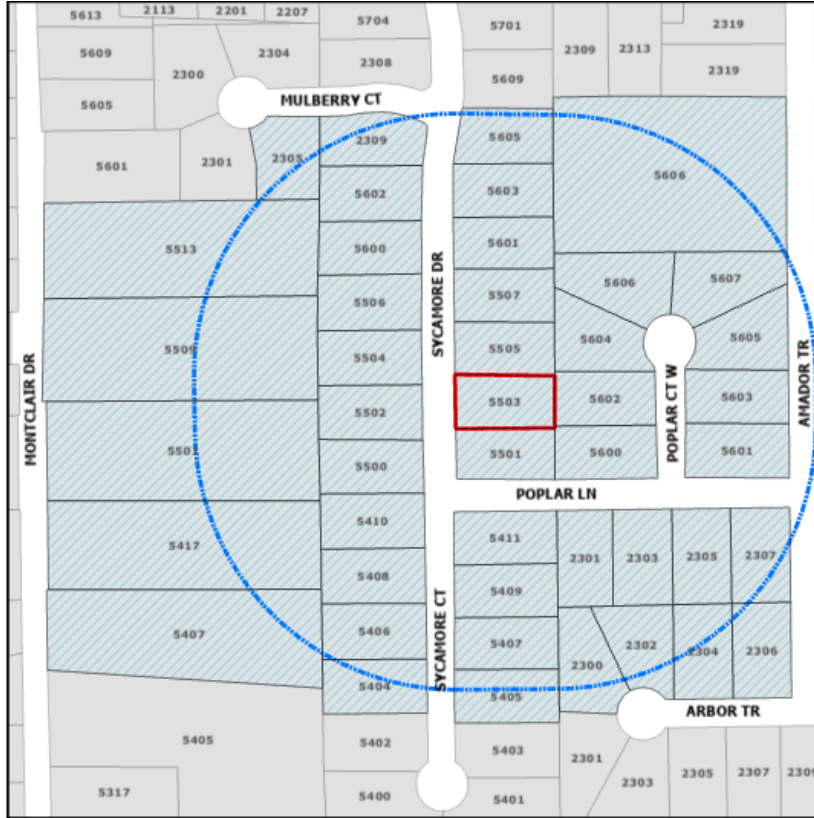
Present Zoning: R-20, Single Family Residential

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 below:

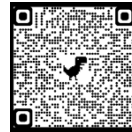
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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.

Kris Potts

Kris Potts
Planner – Urban Forester

Owner_Name	Situs_Addr
DIESEL HOME TRUST	5513 MONTCLAIR DR
BHATTARAI REVOCABLE TRUST	5509 MONTCLAIR DR
HALL, CHARLIE W	5606 AMADOR TR
HU, GANG	5407 MONTCLAIR DR
ZACHARIAS, ANDREW	5501 MONTCLAIR DR
LAMB, MARCUS D	5417 MONTCLAIR DR
TOOKEY LIVING TRUST	5601 POPLAR CT W
TOOKEY, RICHARD	2303 POPLAR LN
HALLMARK, SANDRA	2305 POPLAR LN
SCHNEIDER, RONALD	2307 POPLAR LN
THE ARINGTON FAMILY TRUST	2306 ARBOR TR
BOLTON, JEFFREY M	2304 ARBOR TR
JACH, ANTHONY	2302 ARBOR TR
CLARK, CHRISTOPHER G	2300 ARBOR TR
WYLIE, C TODD	5603 POPLAR CT W
TIAN, YOUQIN	5605 POPLAR CT W
CASE, GARY	5607 POPLAR CT W
NAJA, NICOLE	5606 POPLAR CT W
FARISS ROBERT AND LESLIE FARISS REVOCABLE LIVING TRUST	5604 POPLAR CT W
YATES, CLINT	5602 POPLAR CT W
WALLACE, MATTHEW	5600 POPLAR CT W
TAYLOR, THOMAS P	2301 POPLAR LN
JORDON, CHARLES	5501 SYCAMORE DR
HALL FAMILY TRUST	5503 SYCAMORE DR
COBURN, KEITH BARON	5505 SYCAMORE DR
HILL, MARK	5507 SYCAMORE DR
EMPKEY, PAULA	5601 SYCAMORE DR
BROWN, CHERYL	5603 SYCAMORE DR
JAMES, JESSIE	5605 SYCAMORE DR
TURNER, DAVID	5411 SYCAMORE CT
SETSER, DALLAS	5406 SYCAMORE CT
PURIFOY LIVING TRUST	5408 SYCAMORE CT
MACCAMMOND, JAMES	5410 SYCAMORE CT
HOLLAND, ERIC	5500 SYCAMORE DR
TYLER, THOMAS G	5502 SYCAMORE DR
CELINSKI, TODD	5504 SYCAMORE DR
HAUSMAN, STEVEN	5506 SYCAMORE DR
BURROUGHS, CHARLES	5600 SYCAMORE DR
KIM, SUZANNE	5602 SYCAMORE DR
ROBERT AND CARLA STITES FAMILY TRUST	2309 MULBERRY CT
LANG, JOEL R	5409 SYCAMORE CT
LEMMON, S CRAIG	2305 MULBERRY CT
DITMARS, FREDERICK	5407 SYCAMORE CT
COURTNEY, SHAWN	5405 SYCAMORE CT
SPENCE, RYLAN	5404 SYCAMORE CT
LEYTON GROVE ADDITION	COURTESY NOTICE
ARBOR ESTATES	COURTESY NOTICE
ARBOR ESTATES II	COURTESY NOTICE
ENCLAVE AT ARBOR ESTATES, THE	COURTESY NOTICE
HIGHLAND MEADOWS ADDN	COURTESY NOTICE
MONTCLAIR PARC ADDITION	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED

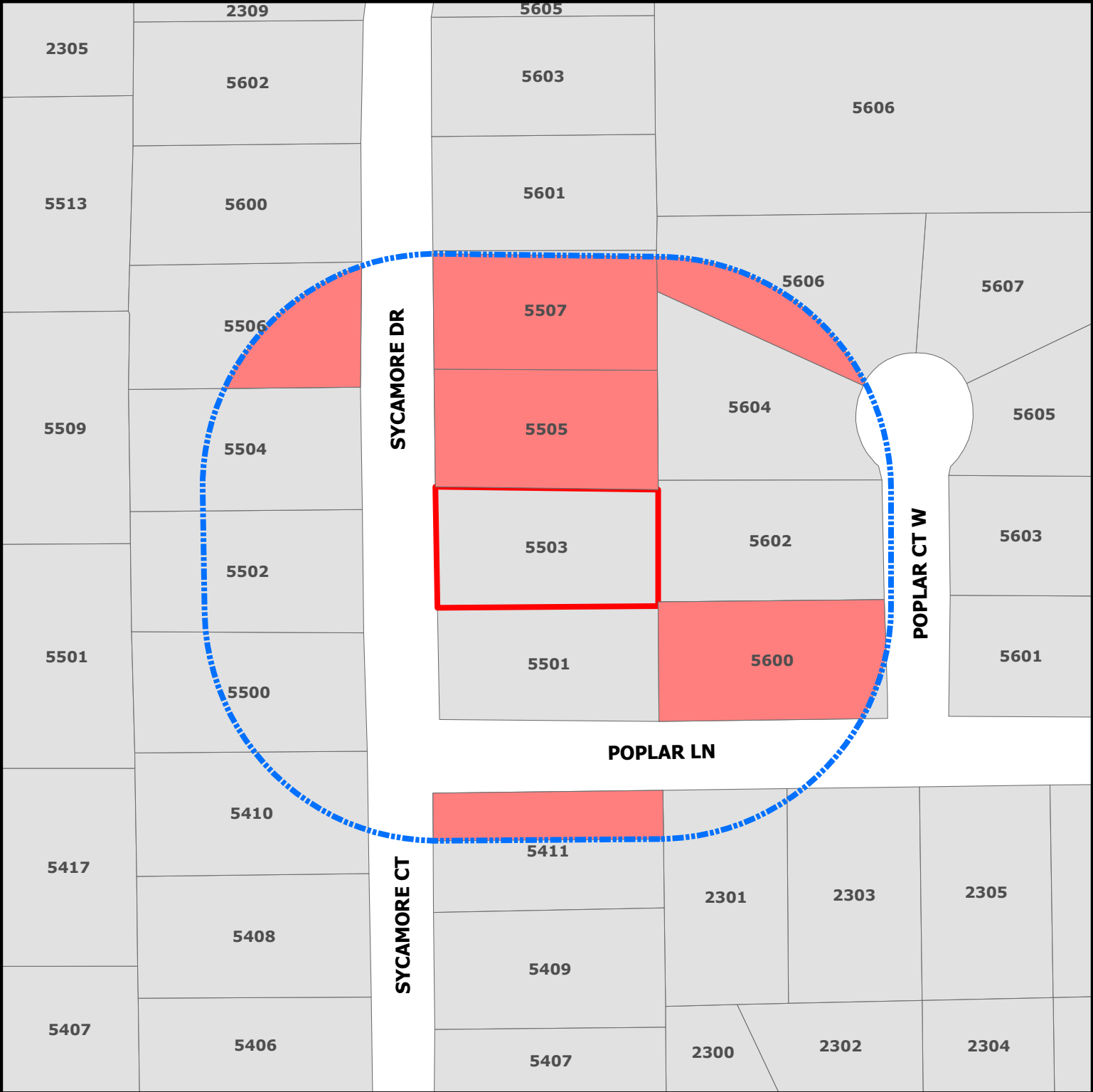
We the undersigned do not wish to have the standards of our neighborhood changed by allowing carports.

We are against the proposed Special Use Permit for a residential carport on Lot 2, Block 1, Arbor Estates II Addition. Zoning Case ZC 24-018

This will be sent to the Community Development Department, City of Colleyville, 100 Main Street Colleyville, Tx 76034

Name	Address
1. S CRAIG GEMMUN	2365 Mulberry Ct
2. Diana Lee	5602 Sycamore Dr
3. Ray EmKey	5601 SYCAMORE DR
4. CM Burrell	5606 SYCAMORE DR
5. Sabrina Turner	5411 SYCAMORE CT
6. Fred Adams	5407 Sycamore Ct
7. Karla Setser	5406 SYCAMORE CT.
8. Paula Stites	2309 Mulberry Ct.
9. Angela Wallace	5600 Poplar CT W
10. Mike Napp	5606 Poplar CT W
11. Stu Hansen	5506 SYCAMORE DR.
12. Reba Hansen	5506 Sycamore Dr.
13. Keith Cole	5505 SYCAMORE DR
14. Mark Hall	5507 Sycamore Dr.
15.	
16.	
17.	

Opposition Map

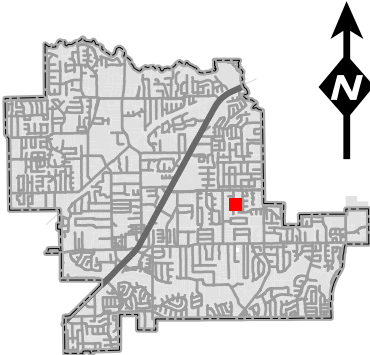


ZC24-018

5503 Sycamore Drive

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

-  Subject Property
-  Opposing
-  Buffer_Protest



List of Opposing Properties

Address	Owner's Name	Percentage
5505 SYCAMORE DR	COBURN, KEITH BARON	8.04%
5600 POPLAR CT W	WALLACE, MATTHEW	8.03%
5507 SYCAMORE DR	HILL, MARK	7.79%
5411 SYCAMORE CT	TURNER, DAVID	3.37%
5506 SYCAMORE DR	HAUSMAN, STEVEN	3.22%
5606 POPLAR CT W	NAJA, NICOLE	2.92%
Address Count : 6		Total Percentage: 33.37%

ORDINANCE O-24-2304

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.47 ACRES, BEING LOT 2, BLOCK 1, ARBOR ESTATES II ADDITION, LOCATED AT 5503 SYCAMORE DRIVE, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR A CARPORT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit to allow for a Carport under Case No. ZC24-018; 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 Carport on 0.47 acres, being Lot 2, Block 1, Arbor Estates II Addition, located at 5503 Sycamore Drive, as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall allow a carport being 20 feet in length and 200 square feet in area.

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

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

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

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

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

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of November 2024.

The second reading and public hearing being conducted on the 19th day of November 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 19TH DAY OF NOVEMBER 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	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

The map displays a residential neighborhood with the following streets and lot details:

- Streets:** MONTCLAIR DR, MULBERRY CT, SYCAMORE DR, SYCAMORE CT, POPLAR LN, POPLAR CT W, ARBOR TR, AMADOR TR.
- Highlighted Lot:** 5503 (Red outline).
- Other Lots:** 5613, 5609, 5605, 5601, 2300, 2304, 5704, 2308, 5701, 2309, 2313, 2319, 5606, 5607, 5605, 5603, 5601, 5507, 5505, 5604, 5602, 5600, 5509, 5501, 5417, 5407, 5405, 5317, 5513, 5506, 5504, 5502, 5500, 5410, 5408, 5406, 5404, 5402, 5400, 5411, 5409, 5407, 5405, 5403, 5401, 2301, 2303, 2305, 2307, 2302, 2304, 2306, 2300, 2301, 2303, 2305, 2307, 2309.

Exhibit "B" – Carport Exhibit



20 ft 10 ft

26 gauge
Steel Roof

2. Interpretation 1 1/2 Octing

200 2008

Washed

2000

2812 Double

8x8

50%
54040

Ex 5/10/99

Carney

alive

24 to 30 in ground



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5d

Agenda Date 11/6/2024

Number Ordinance O-24-2305

Type

Department Community Development

Title

Appeal of decision of denial of the Planning and Zoning Commission for a consideration of a Special Use Permit to allow for Massage Therapy on Lot 3R1, Block 1, Andy Felps Addition, being located at 3919 Colleyville Boulevard, Suite C, Case ZC24-017

Explanation

First Reading and Public Hearing

The Planning and Zoning Commission made a motion to approve the request at their October 14, 2024 meeting. However, the motion failed by a vote of 2-5. A failed motion is considered a recommendation for denial. When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Shufeng Yang, the applicant, has submitted a Special Use Permit request to allow for Massage Therapy on Lot 3R1, Block 1, Andy Felps Addition, being approximately 0.47 acres, and zoned CC-2 Shopping Center. Massage Therapy is only allowed in the CC-2 Shopping Center zoning district with the approval of a Special Use Permit.

Existing Conditions/Background: The subject property, 3919 Colleyville Boulevard, Suite C, is zoned CC-2 Shopping Center. It is located northeast of the intersection of Colleyville Boulevard and Cheek-Sparger Road. The property is a platted lot and is developed with a commercial retail building.

SUP Request: The applicant is requesting approval of an SUP to allow for Massage Therapy for the business known as May Massage.

16. Massage Therapy – Any building, room, place, or establishment with a Massage Therapy use shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a Massage Therapy use has imposed other requirements necessary in the particular case to protect the public interests:

- a. Shall be located not less than 300 feet from another Massage Therapy establishment.
- b. Approval of an application to locate a Massage Therapy establishment shall be deemed a temporary permit. Said permit shall be in effect as long as the current tenant, at the time the approval was granted, operates within the location and may

operate in perpetuity until such time as a new Certificate of Occupancy (C/O) is required. A new C/O is required for a change in the existing occupancy classification or use or occupant or business name or business owner.

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

Analysis: Per the attached Statement of Planning Objectives, the applicant is requesting a Special Use Permit for Massage Therapy to open a new business known as May Massage. The massage spa will include four single rooms, one couples' room, one bathroom, a foot spa, a head care room, a shower room, a breakroom, a reception area, and a laundry room. The hours of operation will be from 9:00 a.m. - 8:00 p.m. Monday-Sunday.

Plat Status: The property is platted as Lot 3R1, Block 1, Andy Felps Addition.

DRC Review: The DRC reviewed the request during their September 23, 2024 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the east, south, and west are zoned CC-3 Highway Commercial and are improved with commercial development. The property located to the north is Colleyville Boulevard.

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 made a motion to approve the request. However, the motion failed by a vote of 2-5. A failed motion is considered a recommendation for denial.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Request To Appeal
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Business Plan
6. Floor Plan
7. TDLR License
8. Notification Map
9. Notification Letter
10. Notification List
11. Ordinance O-24-2305

From:
To: [Jackie Reyff](#)
Subject: Massage Spa
Date: Tuesday, October 15, 2024 6:03:02 PM

Jackie, We would like to appeal the Building and Planning decision at the board meeting on October 14, 2024 denying us a Massage Therapy Spa in Colleyville.

Thank you, Keith Blomberg.

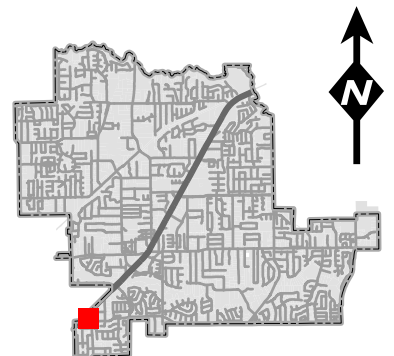
Aerial Map



ZC24-017

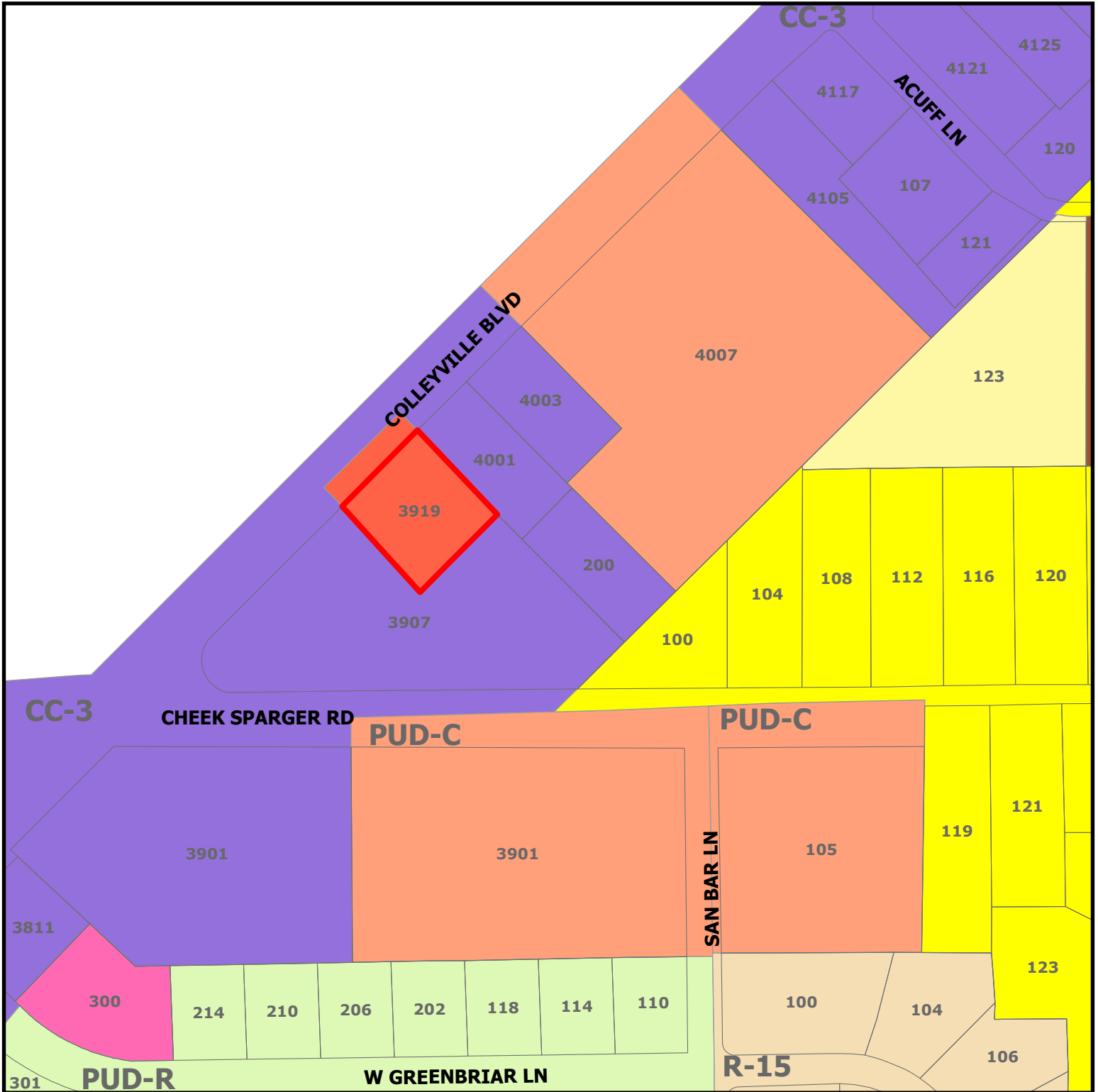
3919 Colleyville Boulevard,

 Subject Property



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

Zoning Map

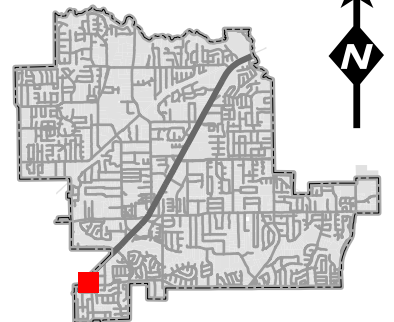


ZC24-017

3919 Colleyville Boulevard,

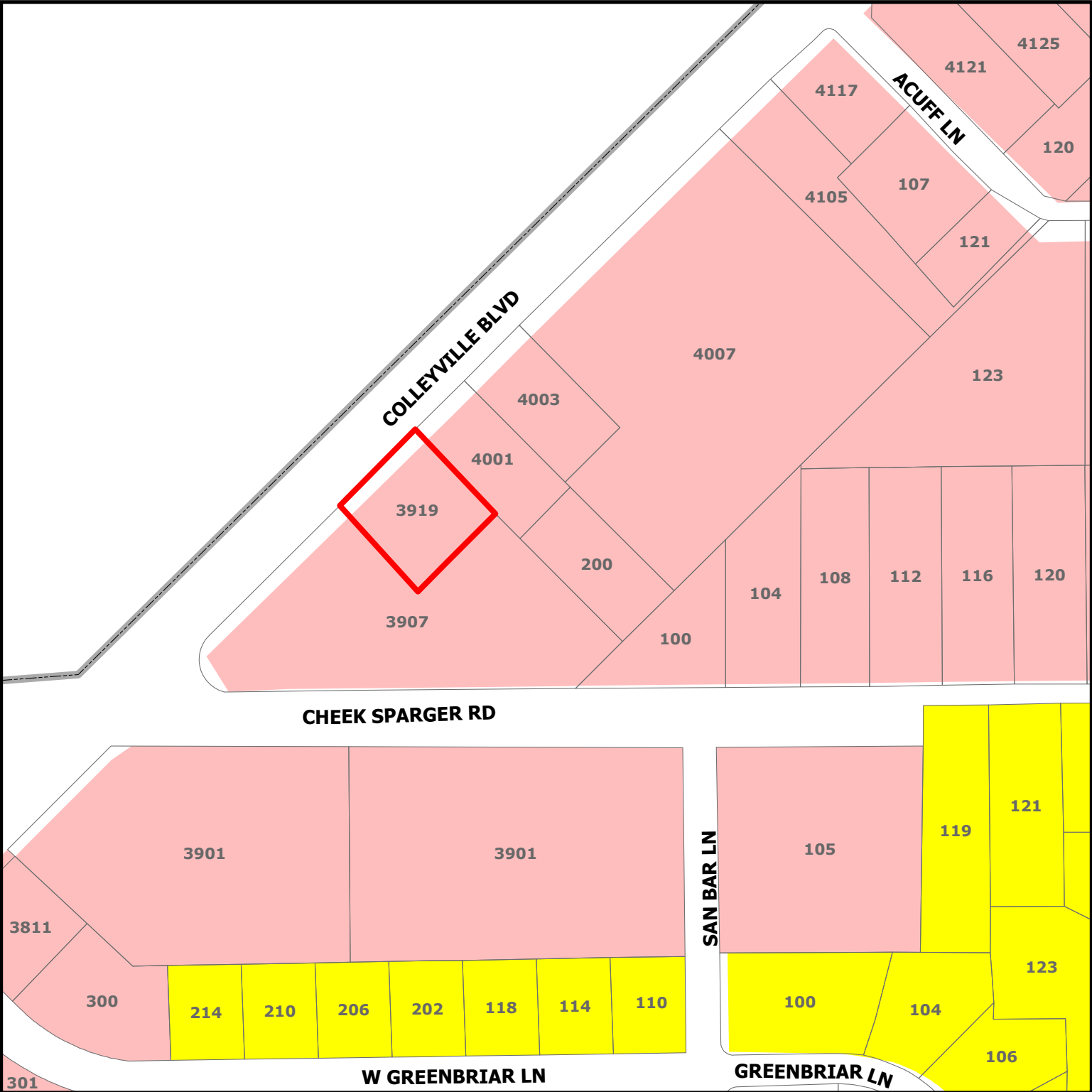


Subject Property



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.

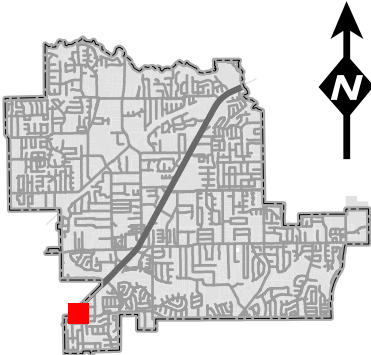
Future Land Use Map



ZC24-017

3919 Colleyville Boulevard,

- Residential
- Colleyville Blvd Corridor
- 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.

Business Plan: Colleyville Massage Spa

1. Overview:

Nestled in the heart of the Dallas-Fort Worth Metroplex, Colleyville is a beautiful and burgeoning city. Its residents are industrious and kind-hearted, dedicating their efforts to the city's development and crafting a splendid history and future with their lives. It is their contribution that allows us to enjoy today's prosperity and growth. As vital resources and treasures of the city, they rightly deserve professional health maintenance and better care. Hence, we have decided to establish a high-quality massage spa here to serve the local populace.

2. Market Analysis:

(1) Location:

3919-c Colleyville BLVD, colleyville, TX 76034, located in the western part of Colleyville city and at the junction of several cities, boasts convenient transportation. Surrounded by large supermarkets, restaurants, and gyms, it is an ideal spot for residents' leisure and shopping, thus expecting a substantial customer flow.

(2) Customer Spending Capacity:

Colleyville, along with its neighboring communities of Keller and Southlake, are high-income areas in the DFW region, indicating that nearby residents have a high spending capacity.

(3) Competition:

After working part-time and surveying three local massage spas – one in Hurst and another in North Richland, which share characteristics such as small-sized massage beds and the absence of shower facilities; one lacking a washer and dryer, and the other with a non-functional dryer, often using damp sheets and towels, detrimental to customer health. The third, located in Keller, suffers from the owner's lack of respect for staff, leading to team instability.

From these observations, we aim to center our business on customer experience and health. Our equipment purchases will cater to client needs, including standard massage beds, all-cotton linens promptly washed and dried, high-quality massage oils and lotions, and providing shower facilities to meet post-exercise and manual labor needs.

3. Target Customers:

Our target customers are broad, including office workers seated for long periods, sports and fitness enthusiasts, the elderly experiencing physical decline, tired mothers, individuals with sleep disorders, and those dealing with anxiety and depression.

4. Marketing Strategy:

(1) Leverage online advantages by creating detailed business listings on Google My Business for ease of access by customers, optimizing local SEO to ensure a high ranking in local search engines.

(2) Regularly post about the massage spa's services, promotions, and customer reviews on Google and Facebook, establishing connections with the local community.

(3) Produce professional storefront marketing materials, including flyers, posters, and noticeable outdoor signs.

(4) Launch various promotional activities, such as first-time experience discounts, membership reward programs, holiday promotions, and discounts for couples, families, and the elderly to attract more customers.

(5) Form alliances with nearby gyms, banks, shopping malls, beauty salons, and restaurants to refer customers to each other, promoting mutual business growth.

5. Operation Plan:

(1) Location:

The 3919-c Colleyville BLVD, with its prime location, convenient transportation, and mature commercial circle without high-quality competitors, provides a differentiated operating space. Therefore, 3919-c Colleyville BLVD, Colleyville, is our first choice.

(2) Decoration and Facilities:

Aiming for a boutique massage spa, we will choose a qualified construction team for meticulous design, material selection, and creation. Our plan includes four single rooms, two couple rooms, two bathrooms, a shower room, a lounge, a café, a reception hall, and a laundry room.

(3) Indoor Environment and Equipment:

Strive to optimize the environment and provide a quality customer experience with custom high-standard massage beds, all-cotton linens, soothing music, warm and soft lighting, and training staff in speech speed, tone, and volume to be friendly, gentle, and soothing. Offer bottled water, coffee, and tea to meet diverse customer needs and enhance customer satisfaction.

(4) Establish a Professional Team:

Hire professionally certified and licensed masseurs with rich experience and solid skills. Provide uniform training before they start, covering dress code, demeanor, customer reception, to service procedures, to ensure kindness, professionalism, standardization, and efficiency.

(5) Customer Feedback and Improvement:

Encourage customers to leave reviews and suggestions on Google accounts, helping us continuously improve service quality, increase customer loyalty, and enhance word-of-mouth.

6. Financial Planning:

(1) Budget and Funding Sources:

An estimated investment of USD 60,000 is projected for everything from renovation to opening, including construction costs, material costs, rent, utilities, massage equipment, and consumables.

(2) Funding Sources: Personal investment of USD 20,000, seeking partners to invest another USD 20,000, and a bank loan of USD 20,000.

(3) Cost Control: Ensuring careful and rational control of expenses.

(4) Profit Targets: Aim to recoup the initial investment in the first year and achieve profitability by the second year.

(5) Tax Planning: Seek advice from professional tax consultants to strategize tax planning effectively, ensuring compliance and optimal tax payment.

(6) Cash Flow Management:

(I) Ensure sufficient cash flow to cover rent, utilities, staff salaries, and reserve for emergency expenses.

(II) Establish an emergency fund to mitigate unforeseen impacts on operations.

(7) Optimize Return on Investment:

Regularly assess the return on investment, continuously introduce high-yield projects, expand service offerings, and adjust investment strategies to optimize returns.

7. Risk Management:

(1) Ensure that the facilities and equipment of the massage spa meet safety standards, with regular checks and maintenance to prevent accidents.

(2) Ensure that staff possess legal qualifications, understand environmental sanitation requirements, perform strict environmental disinfection, and undergo regular health examinations.

(3) Be aware of and comply with local laws and regulations, especially those related to massage services and health, to operate legally and avoid legal risks and liabilities.

(4) Employ staff legally and organize training sessions on industry laws and regulations to reduce labor disputes and staff-related issues.

(5) Insurance Coverage: Purchase appropriate commercial insurance, including property insurance, liability insurance, and employer's liability insurance, to address losses or liabilities caused by unforeseen events.

(6) Develop emergency plans, including procedures for handling sudden events such as fires, earthquakes, storms, etc., and conduct regular drills to enhance the emergency response capabilities of our staff.

This concludes the entirety of our business plan. We welcome any corrections.

Reported by: Shufeng Yang

September 10, 2024

Room Usage Plan

Cleaning and housekeeping	Employees take breaks and have meals	
shower room	Head care	
bathroom	hallway	single room
Single room		
Double room		single room
		single room
Reception hall		Foot spa

TEXAS DEPARTMENT OF LICENSING
AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov



MASSAGE THERAPIST
SHUFENG YANG

License Number: MT138555

License Expires: July 26, 2025

If you cut around the border of the license it will fit in
a standard 5" x 7" frame.

NOTE: *You may wish to laminate the pocket identification
card to preserve it.*

www.tdlr.texas.gov
1-800-803-9202 (512) 463-6599
Austin, Texas 78711-2157
P.O. Box 12157
AS DEPARTMENT OF LICENSING AND REGULATION
the person named on the reverse is licensed by the

SHUFENG YANG
6513 JERRY CT
NORTH RICHLAND HILLS TX 76182-4228

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Nora Castañeda
Sujeeth Draksharam
Lori High, R.N., N.P., Retired
Gar

Licensed Massage Therapist

SHUFENG YANG

License Number: MT138555

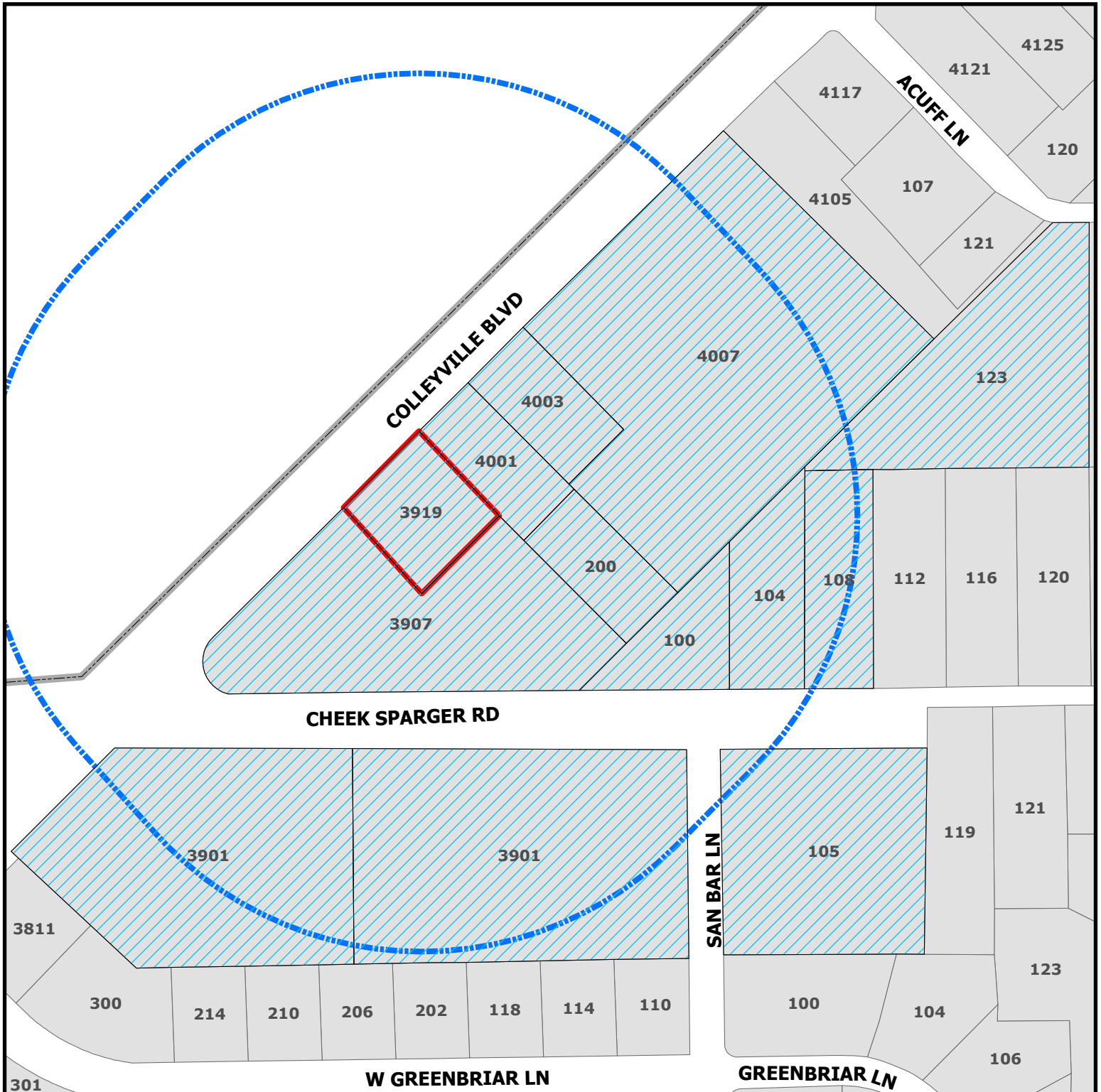
The person named above is licensed by the Texas Department of Licensing

License Expires: July 26, 2025



Mike Arismendez, Jr.
Executive Director

Notification Map

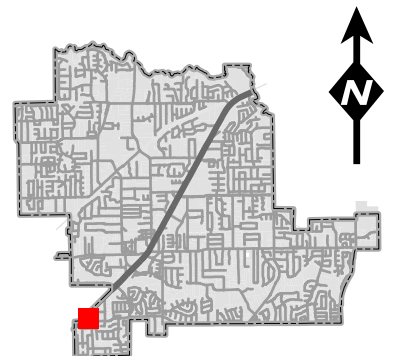


ZC24-017

3919 Colleyville Boulevard,

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.

-  Parcels to be notified
-  Buffer
-  Subject Property





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, October 14, 2024 at 7:00 p.m.
City Council Meetings: Wednesday, November 6, 2024 & Tuesday November 19, 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 Massage Therapy on Lot 3R1, Block 1, Andy Felps Addition. The Special Use Permit request is to allow for a new Massage Therapy Establishment to locate within the existing building.

Zoning Case: ZC24-017

Applicant: Shufeng Yang

Owner: A & S Colleyville LLC

Location: 3919 Colleyville Blvd, Suite: C

Property Description: Lot 3R1, Block 1, of the Andy Felps Addition.

Present Zoning: CC-2 – Shopping Center

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

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

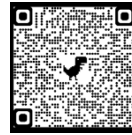
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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.

Kris Potts

Kris Potts
Planner – Urban Forester

Owner_Name	Situs_Addr
BLESSING, LANE GRANER	123 ACUFF LN
J-W 777 REVOCABLE FAMILY TRUST	108 CHEEK SPARGER RD
HOWELL, DEAN G	104 CHEEK SPARGER RD
100-102 CHEEK SPARGER RD LLC	100 CHEEK SPARGER RD
A & S COLLEYVILLE LLC	3919 COLLEYVILLE BLVD
VELASQUEZ, DAISY	200 CHEEK SPARGER RD
EPCM REALTY INC	4001 COLLEYVILLE BLVD
FIRST CV LLC	4003 COLLEYVILLE BLVD
AAYUSH REAL ESTATE LLC	105 CHEEK SPARGER RD
COLLEYVILLE, CITY OF	4007 COLLEYVILLE BLVD
99 CENTS ONLY STORES TX INC	3901 COLLEYVILLE BLVD
STAR SELF STOR OF COLLEYVILLE	3901 COLLEYVILLE BLVD
HIBERNIA NATIONAL BANK	3907 COLLEYVILLE BLVD
WOODBRIAR ESTATES ADDITION	COURTESY NOTICE
WOODBRIAR ESTATES WEST ADDN	COURTESY NOTICE
WOODBRIAR NORTH ADDITION	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED

ORDINANCE O-24-2305

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.47 ACRES, BEING LOT 3R1, BLOCK 1, ANDY FELPS ADDITION, LOCATED AT 3919 COLLEYVILLE BOULEVARD, SUITE C, BY AUTHORIZING A SPECIAL USE PERMIT FOR MASSAGE THERAPY FOR THE BUSINESS KNOWN AS MAY MESSAGE; 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 Massage Therapy under Case No. ZC24-017; 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 Massage Therapy on 0.47 acres, being Lot 3R1, Block 1, of the Andy Felps Addition, located at 3919 Colleyville Boulevard, Suite C, 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 business May Massage only.
- b. 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.
- c. All requirements of the Land Development Code shall be met, except where amended herein.

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

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

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

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of November 2024.

The second reading and public hearing being conducted on the 19th day of November 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 19TH DAY OF NOVEMBER 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

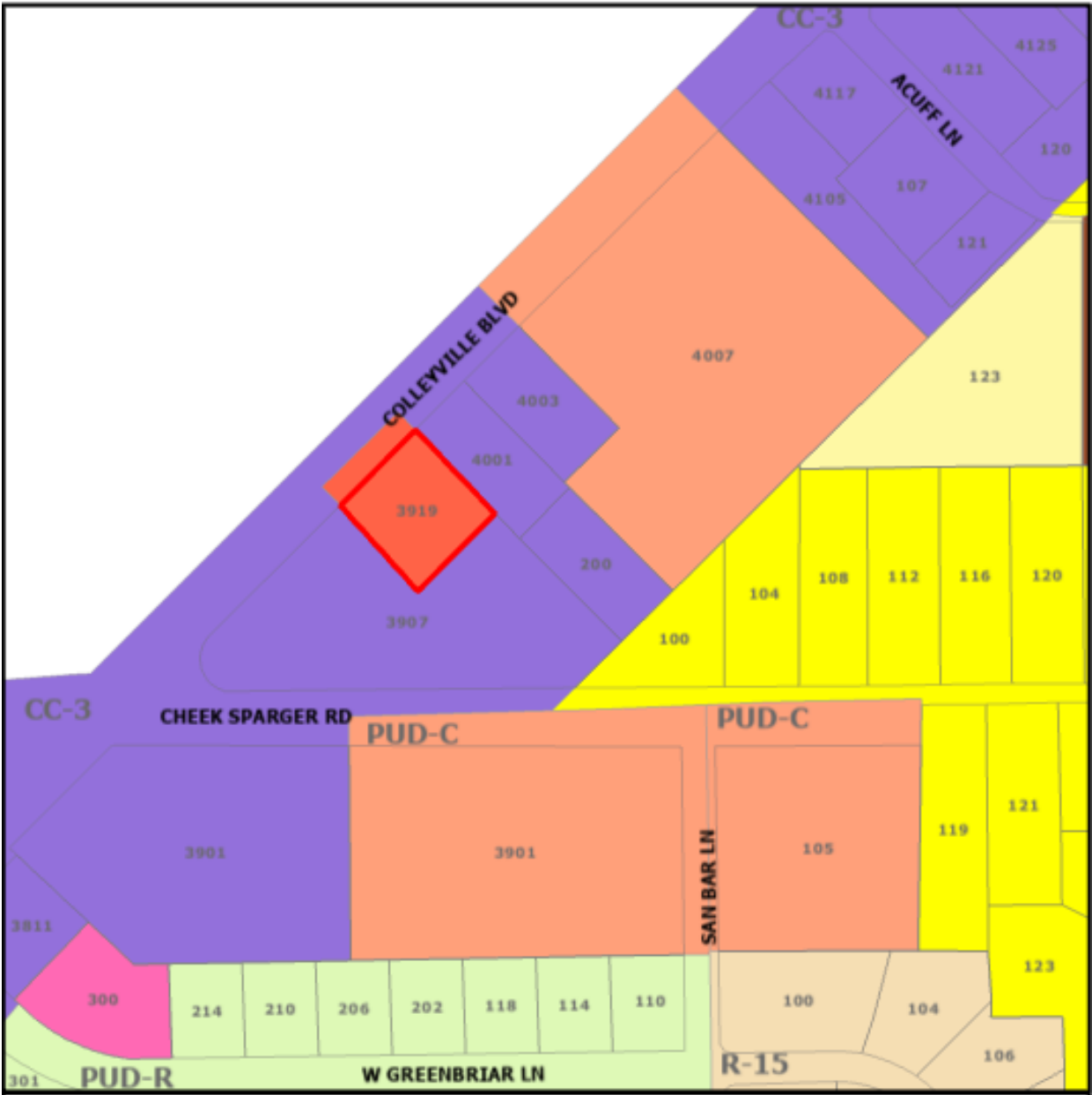
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5e

Agenda Date 11/6/2024

Number Ordinance O-24-2306

Type Ordinance

Department Community Development

Title

Consideration of amendments to the Land Development Code, Section 3.27 - Accessory Buildings and Residential Carport Regulations, Case GC24-011

Explanation

First Reading and Public Hearing

City Council has directed staff to prepare changes to the Land Development Code specific to Section 3.27 - Accessory Building Regulations and Residential Carport Regulations. Included in the changes are amendments to the regulations which would allow for a residential carport that is completely to the rear of the house, not visible from the street, and meets all carport standards to be built without requiring a Special Use Permit.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the LDC amendment at their October 14, 2024 meeting by a vote of 6-1.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Land Development Code Amended Language
2. Ordinance O-24-2306

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

A. Accessory Buildings Located in Residential Zoning Districts (O-00-1223 / 07/18/00)

1. *Permit Required:*

- a. A building permit shall be required for any accessory building which exceeds one hundred and twenty (120) square feet. However, all accessory buildings containing 120 square feet or less shall comply with the height and setback requirements of this Section. An accessory building shall only be allowed as an incidental structure to a principle building unless the accessory building is located in the Agricultural District.
- b. For the purpose of this Section, the term accessory building shall include detached residential garages, pool houses, accessory dwellings, gazebos, cabanas, or other shade structures. **Exception:** structures for specific use as playground assemblies and/or playhouses shall be exempt provided that minimum five (5) feet setbacks from property lines are maintained.

2. *Maximum Size and Number of Buildings:*

- a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.
- b. Accessory dwellings allowed by the Land Development Code shall be limited in size to be no more than the most restrictive of the following:
 1. Fifty percent (50%) of the primary structure;
 2. The maximum allowed square footage for accessory buildings on the lot; or
 3. No more than twelve hundred (1,200) square feet
- c. For the purpose of this Section, the size of an accessory building shall be the square footage of each floor, mezzanine, covered porch, or shade structure.
- d. An application to exceed the total square footage authorized above may be approved as a Special Use Permit (SUP).
- e. An existing accessory building may be remodeled or expanded provided the combined square footage of all accessory buildings does not exceed the maximum square footage allowed. However, a legally-existing accessory building which exceeds the maximum square footage allowed may be remodeled or replaced with a new accessory building, but not expanded or increased in height.
- f. There shall be no physical connection between accessory buildings and a minimum separation of three (3) feet between accessory buildings.

3. *Setbacks:*

- a. No accessory building shall be allowed, erected, or located forward of the front façade of the primary dwelling. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from this requirement.
- b. No accessory building shall be erected in any required yard, as defined in *Chapter 2 – Definitions*, except as set forth herein.
- c. Attached accessory buildings – Accessory buildings erected ten (10) feet or closer to the principal building shall be considered attached, and shall comply with the setback lines established for the

applicable zoning district. For the purpose of this regulation, the distance between buildings shall be measured between the nearest wall surfaces. **Exception:** Open structures (open on at least 2 ¾ sides), such as patio covers, shall be allowed to extend into the required rear yard setback a maximum of 10 feet.

- d. Detached accessory buildings – A detached accessory building shall comply with the setback lines established for the applicable zoning district, unless the accessory building is located totally behind the rear of the principal building, then it shall not be placed closer than five (5) feet to any side or rear lot line.
4. *Maximum Height:* No accessory building shall penetrate a vertical height envelope defined as being a point five feet from a side or rear lot line and extending vertically 8 feet to a point, then extending at a 45° angle to the allowed height of the zoning district. For clarification, structures shall be measured at grade and shall not exceed the maximum height of the zoning district.
5. *Permitted Uses:* The use of an accessory building shall be consistent with the permitted uses of the applicable zoning district. No accessory building shall be used for dwelling purposes (the act of occupying a structure – with or without a kitchen) other than for an accessory dwelling, where permitted by the district regulations or Special Use Permit. No accessory building or accessory dwelling shall be rented.
6. *Special Use Permit Provision:* Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

B. For Accessory Buildings Located in Non-residential Zoning Districts

1. No accessory building shall be erected in any required yard area except as set forth by this section.
2. No accessory building shall be erected within ten (10) feet of any other building unless such accessory building is used as a commercial kiosk, in which case such commercial kiosk cannot be located within fifty (50) feet of another building.
3. Commercial kiosks as accessory uses and/or buildings may be located within approved nonresidential districts subject to the following conditions:
 - a. Maximum size of two hundred-fifty (250) square feet.
 - b. No inside sales or service or drive in sales or service; walk-up and/or drive-up service permitted.
 - c. Exterior walls shall be of at least seventy-five percent (75%) masonry, glass, or other equivalent material, provided metal material does not exceed twenty-five percent (25%) of the exterior walls.
 - d. Located within required setbacks and in conformance with this section.
 - e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property where the kiosk is located and for vehicular traffic ingressing from and egressing to public rights-of-way.
 - f. Submission of an acceptable site plan shall be required for consideration of the issuance of a building permit unless a current valid Certificate of Occupancy exists.
 - g. Limited to one (1) kiosk per platted plot.

C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.

1. ~~*Approval by Special Use Permit Only:* In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval~~

~~by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings.~~ *Special Use Permit Provision:* Any request for a building permit for a carport which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code. If all criteria is met then a Special Use Permit is not required.

2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.

a. *Size:* A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

b. *Height:* A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.

c. *Setbacks:*

i. A carport located within ten (10) feet of the principal building shall comply with the ~~front~~, side and rear yard setbacks of the zoning district, *be located completely to the rear of the house, and not visible from the street.* The distance shall be measured between the two closest points of the carport and principal building.

ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:

(1) every part of such carport is unenclosed except for necessary structural supports;

(2) no part of the carport is less than five (5) feet from a side or rear lot line;

(3) the carport is located completely within the rear yard area as defined in these zoning regulations; *and*

(4) the carport shall not be visible from the street.

d. *Maximum Number Per Lot:* one

e. *Paving and Street Access:*

The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.

f. *Design Criteria:*

i. *Roof -* Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.

ii. *Posts -* Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

g. *Adequacy of Plans and Specifications:*

The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these

regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

ORDINANCE O-24-2306

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 3, SECTION 3.27 ACCESSORY BUILDINGS AND RESIDENTIAL CARPORT REGULATIONS 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 3, Section 3.27 Accessory Building and Residential Carport Regulations 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 3, Section 3.27 Accessory Building and Residential Carport Regulations* 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 6th day of November 2024.

The second reading and public hearing being conducted on the 19th day of November 2024.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 19TH DAY OF NOVEMBER 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 3 – Land Use

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.

1. ~~Approval by Special Use Permit Only:~~ In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings. *Special Use Permit Provision: Any request for a building permit for a carport which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code. If all criteria is met then a Special Use Permit is not required.*
2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.
 - a. *Size:* A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.
 - b. *Height:* A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.
 - c. *Setbacks:*
 - i. A carport located within ten (10) feet of the principal building shall comply with the ~~front~~, side and rear yard setbacks of the zoning district, *be located completely to the rear of the house, and not visible from the street.* The distance shall be measured between the two closest points of the carport and principal building.
 - ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:
 - (1) every part of such carport is unenclosed except for necessary structural supports;
 - (2) no part of the carport is less than five (5) feet from a side or rear lot line;
 - (3) the carport is located completely within the rear yard area as defined in these zoning regulations; *and,*
 - (4) *the carport shall not be visible from the street.*
 - d. *Maximum Number Per Lot:* one
 - e. *Paving and Street Access:*

The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.
 - f. *Design Criteria:*

- i.* Roof - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.
- ii.* Posts - Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

g. Adequacy of Plans and Specifications:

The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

**Number** Resolution R-24-4983

Department Community Development

Consideration of a replat for Lots 1, 2, and 3, Block 1, Fegan Addition, being located at 6001 Pleasant Run Road, Case PC24-006

Reading and Public Hearing

Existing Conditions/Background: The subject property, 6001 Pleasant Run Road, resides east of the intersection of Pleasant Run Road and Shelton Drive and has R-40 Single Family Residential zoning. The property currently has a former church building and a former parsonage on the property. The parsonage will be removed.

Lot Dimensions and Setbacks: Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the R-40 zoning regulations require the following standards:

Minimum Lot Size	40,000 s.f.
Minimum Lot Width	150 feet
Minimum Lot Depth	150 feet
Front Building Line	40 feet
Side Building Line	15 feet
Rear Building Line	25 feet
Max. Lot Coverage	20%
Max. Impervious Coverage	50%

As submitted, the lots shown on the proposed plat meet the requirements of the R-40 zoning as described in the Land Development Code.

Analysis: The proposed plat creates two new single-family residential lots with a remaining lot for church use. All the proposed lots meet the requirements of the R-40 zoning.

Plat Status: The property is currently platted as Lot 1, Block 1, Pleasant Run Baptist Church.

DRC Review: The DRC met on September 23rd and determined the replat may be scheduled for the next Planning and Zoning Commission meeting.

Drainage: The drainage meets the requirements of the Land Development Code.

Surrounding Development: The properties to the north are zoned AG Agricultural and R-20 Single Family Residential and are residential in nature. The property to the south is zoned AG Agricultural and is Colleyville Elementary school. The property to the east is zoned R-40 Single Family Residential and is improved with a single-family residential home. The properties to the west are zoned AG Agricultural and R-40 Single-Family residential and are improved with single-family homes.

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

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations 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.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the plat at their October 14, 2024 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit

5. Drainage and Grading Plans
6. Notification Map
7. Notification Letter
8. Notification List
9. Letter Received
10. Resolution R-24-4983

Aerial Map

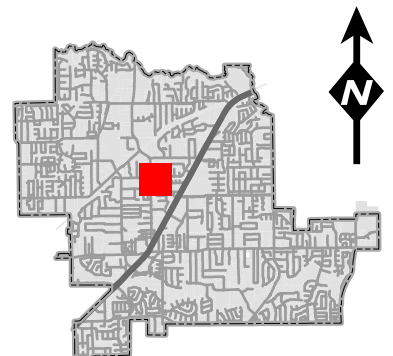


PC24-006

6001 Pleasant Run Rd



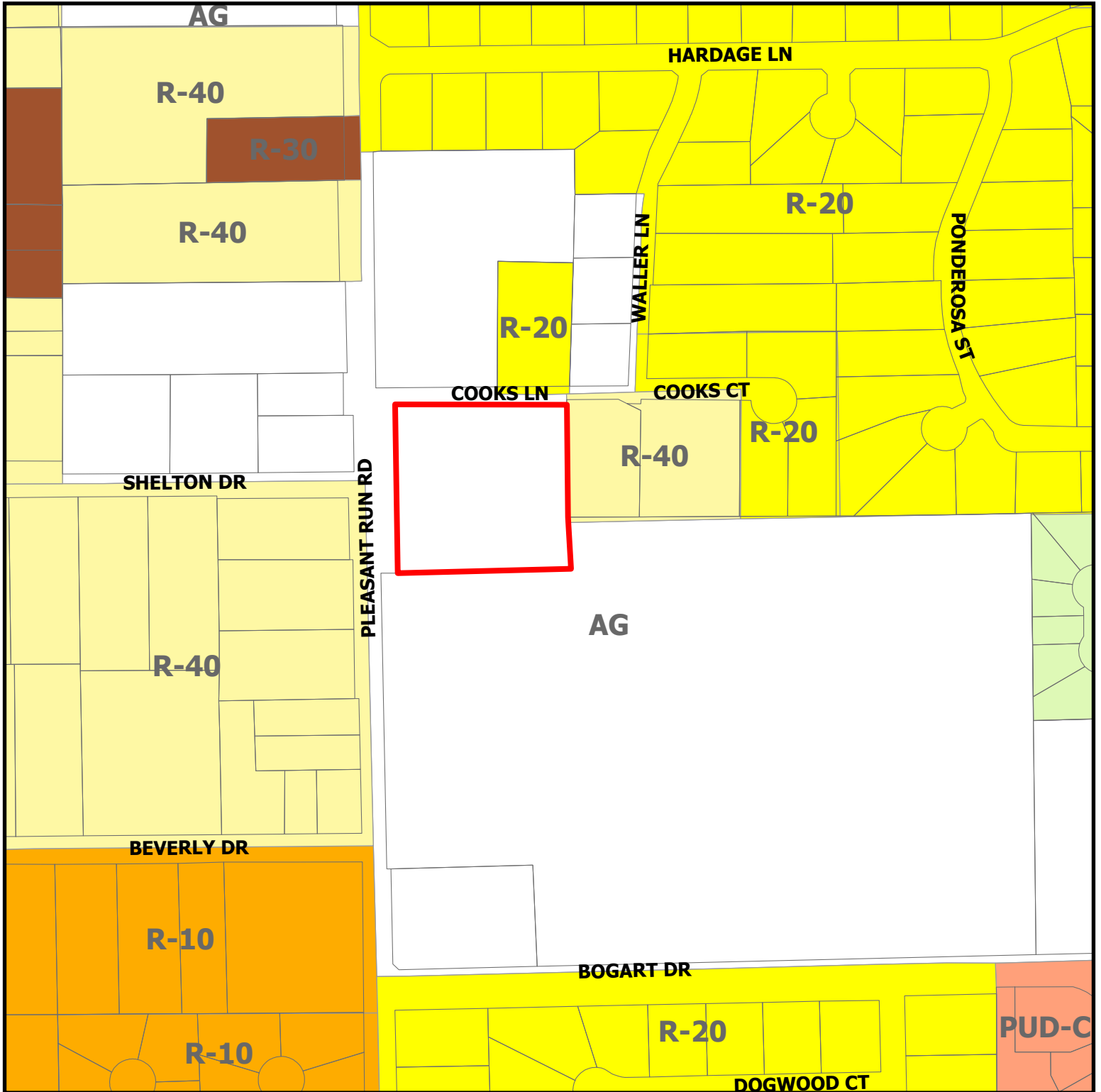
Subject Property



DISCLAIMER:

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

Zoning Map

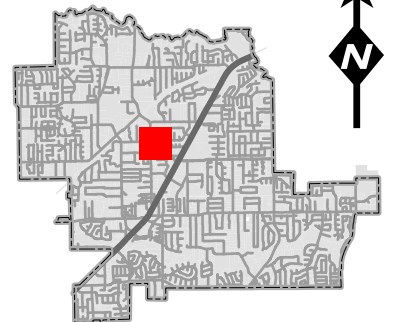


PC24-006

6001 Pleasant Run Rd

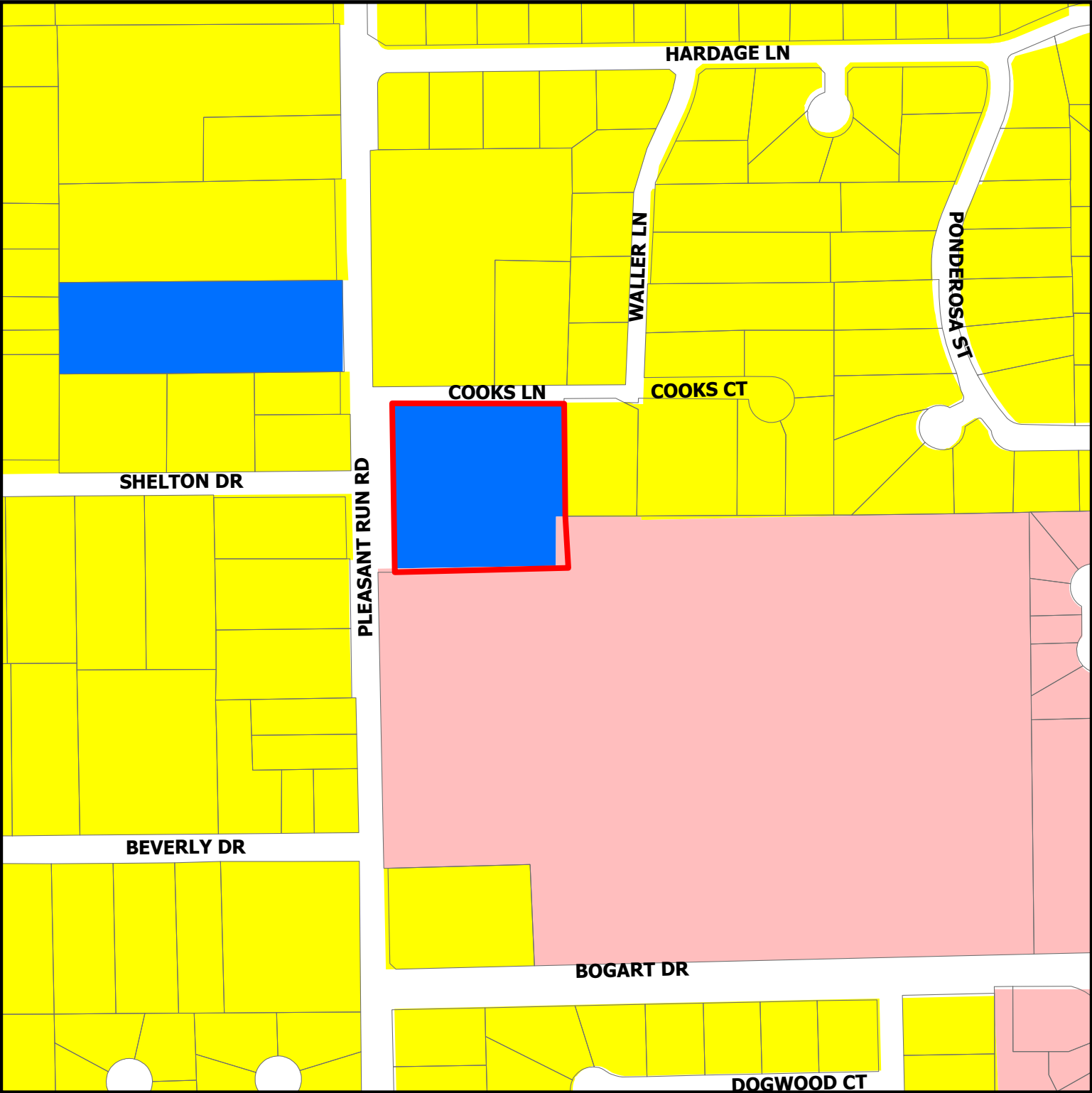


Subject Property



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.

Future Land Use Map

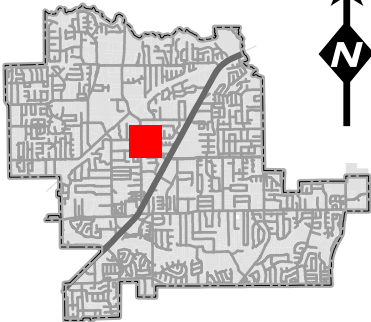


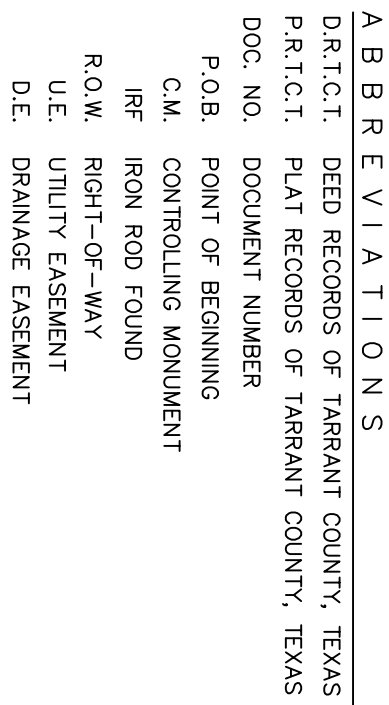
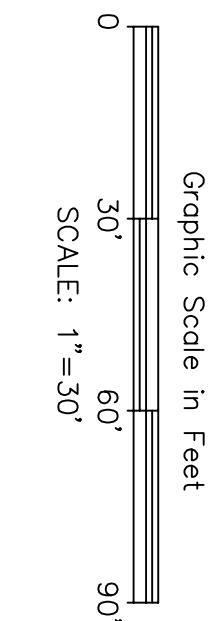
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

PC24-006

6001 Pleasant Run Rd

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Subject Property





D.R.T.C.T. DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T. PLAT RECORDS OF TARRANT COUNTY, TEXAS

DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
C.M.	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

PAMELA M. SLINNEY
DOC. NO. D208282516

BENJAMIN D. HEDGES
BRANDY M. HEDGES
DOC. NO. D20809346
D.R.T.C.T.

COOKS LANE
(R.O.W. VARIES)

WALLER LANE
(R.O.W. VARIES)

1. This Plot is in conjunction with the Commitment for The Insurance, pledged by First American Title Guaranty Company, C.F. No. 2804308-DTWO, effective date: February 21, 2014. The Land Title Survey reflects the Surveyor in Schedule "B" of said Commitment for The Insurance. Surveyor has performed no additional research for documented restrictions to the land.
2. All bearings shown herein are based on the Texas Coordinate System of 1983, North Central Zone.
3. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.
4. Selling a portion of this addition by means and bounds is a violation of the City Subdivision Ordinance and State Planning statutes and is subject to fines and withholding of utilities and building permits.
5. According to the Flood Insurance Rate Map No. 44303C0095K, published by the Federal Emergency Management Agency, dated September 4th, 2009, the surveyed property shown herein does not lie within any special flood hazard area indicated by the 100-year flood.
6. Unless otherwise noted, all boundary and/or lot corners for the subject property shown herein are 1/2" from the pins set with a cap stamped "SPRY 5647".

**OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF TARRANT**

WHEREAS, Compess Realty, L.P., is the owner of all that certain 3,200 acres of land, by virtue of the deed recorded in Document Number B224809098 in the Deed Records of Tarrant County, Texas (D.R.C.T.), which said lot 1, Block 1, Pleasant Run Ranch District Addition, recorded in Document Number D20132342, in the Plat Records of Tarrant County, Texas (P.R.T.), in the A. J. Caldwell Survey, A-351 and the Mary Lou Survey, A-967, City of Coleville, Tarrant County, Texas and more particularly described by metes and bounds as follows:

(A) bearings shown hereon are based on the Texas Coordinate System of 1983, North Caroli (Zone)

BEGINNING at a 1/2ⁿ acre roa found for the southeast corner of said lot 1, Block 1, Pleasant Run Church Independent School District, recorded in Volume 4856, Page 47 D.R.C.T.;

Addition, common to an interior angle corner of 29.1736 acre tract,

then S 89° 44' 24" West - 379.24' along a northwist line of said 29.1736 acre tract, to a 1/2ⁿ acre roa with a right-of-way line of Pleasant Run Road (R.O.W. Varner), which is also 37.5' east of the centerline of said Pleasant Run Road;

THENCE North 07° 57' 13" West - 565.52' (called 369.49') along the east-right-of-way line of said Pleasant Run Road to a 1/2ⁿ acre roa with a capped stream -S89° 56.47' found for the northwest corner of the herein

THENCE North 07° 55' 53" West - 356.55' (called 336.49') along the east right-of-way line of said Pleasant Run Road, to a 1/2" iron rod with a cap stamped "SPR, 564.7" found for the northwest corner of the herein described tract, at the intersection of the east right-of-way line of said Pleasant Run Road, and the south right-of-way line of Cooks Lane (R.O.W. Voreles), which is approximately 11.7' south of the center of the asphalt paving of said Cooks Lane;

THENCE South 89° 55' 55" East - 385.75' (called 375.92') along the south right-of-way line of said Cooks Lane, to a 1/2" iron rod with a cap stamped "SPR, 564.7" found for the northeast corner of the herein described tract, common to the northwest corner of the 1/4 acre tract, described in the deed to Jody Beretta, Mckennas and Voreles Leigh Mckennas, recorded in Volume 11923, Page 798 D.B.S.T., from which an "x" in concrete was found for the most northerly northeast corner of said 1/4 acre tract, bears S. 89° 55' 55" East - 1520.07'.

THENCE South 07° 04' 05" West - 353.50' (called 358.85') along the west line said 1/4 acre tract, and a west line of said 29.1756 acre tract, to the POINT OF BEGINNING and containing 3,200 acres of land.

WE HEREBY THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

KNOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS

_____ of _____, Texas, do hereby dedicate free to the public use forever any streets, rights-of-way, and alleys shown thereon, and any other public utility, and any other public utility shall have the right to remove and keep removed or out of any buildings, fences, trees, shrubs or other improvements or grounds in which any such dedicated or public utility right of all times have the right of ingress and egress to and from and upon the said time of procuring the permission of anyone. This plat approved subject to all plotting regulations, rules, ordinances, and resolutions of the City of Colville, Texas.

_____ day of _____, 2024.

Witness our hands this _____ day of _____, 2024

Signature – John Fegan,
For Compass Realty, L.P.

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT

personality appropriate again, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2024

Notary Signature

Notary Stamp

SURVEYOR CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

David Carlton Lewis
R.P.L.S. No. 5647
Date: October 1, 2024

North Richland Hills, TX 76182

NOTARY CERTIFICATE

COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared DAVID CARLTON LEWIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2024

Notary Signature _____ Notary Stamp: _____

Notary Stamps:

PURPOSE OF REPLAT

A FINAL PLAT OF
LOTS 1, 2, & 3, BLOCK 1

FEGAN ADDITION

IN THE A.J. CHADWELL SURVEY, A - 331 AND
IN THE NANCY LOONEY SURVEY, A - 987
CITY OF COLLEYSVILLE, TARRANT COUNTY, TEXAS
3,200 ACRES

CASE NO: PC24-006

CASE NO: PC24-
OCTOBER 2024

SITE CONSTRUCTION PLANS FOR
FEGAN ADDITION
LOTS 1, 2 & 3, BLOCK 1
IN THE CITY OF
COLLEYVILLE, TEXAS



LOCATION MAP
(N.T.S.)

AUGUST, 2024

INDEX OF SHEETS	
SHEET	DESCRIPTIONS
CIVIL ENGINEERING PLANS	
	PLAT
C1.00	CITY GENERAL NOTES
C1.01	DEMOLITION PLAN
C1.10	PRE DEVELOPED DRAINAGE AREA MAP
C1.11	POST DEVELOPED DRAINAGE AREA MAP
C1.12	DETENTION POND DETAILS
C1.20	GRADING PLAN
C1.30	RESERVED
C1.40	WATER AND SANITARY SEWER PLAN
C1.50	EROSION CONTROL PLAN
C1.60	STANDARD CITY DETAILS
C1.61	STANDARD CITY DETAILS
C1.62	STANDARD CITY DETAILS
C1.63	STANDARD CITY DETAILS

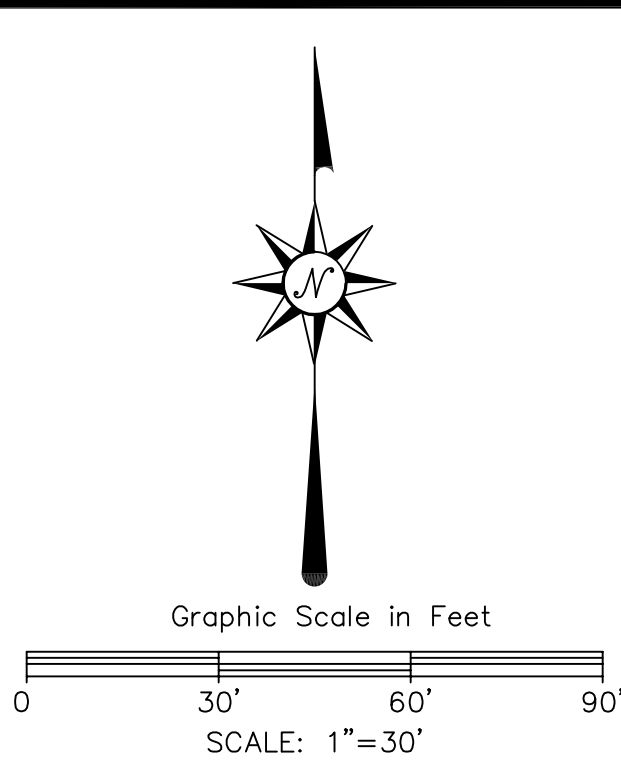
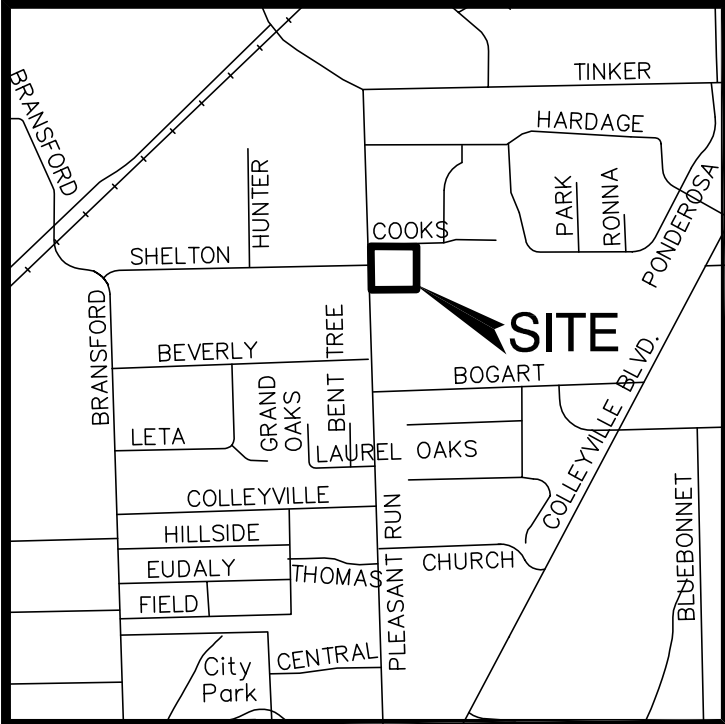
DEVELOPER:
COMPASS REALTY, L.P.
P.O. BOX 126
COLLEYVILLE, TX 76034
817-966-6626
John Fegan

ENGINEER:

**HAMILTON
DUFFY, PC**
CONSULTING
TEXAS FIRM REG. NO. F-5260

CIVIL & ENVIRONMENTAL ENGINEERS - PLANNERS - CONSTRUCTION MANAGERS
8241 MID-CITIES BLVD. - NORTH RICHLAND HILLS, TEXAS 76182-4712
PHONE (817) 268-0408 WWW.HAMILTONDUFFY.COM

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 SUPERVISION OF:
KEITH M. HAMILTON 87384
PE NO. DATE



ABBREVIATIONS
D.R.T.C.T. DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T. PLAT RECORDS OF TARRANT COUNTY, TEXAS
DOC. NO. DOCUMENT NUMBER
P.O.B. POINT OF BEGINNING
C.M. CONTROLLING MONUMENT
IRF IRON ROD FOUND
R.O.W. RIGHT-OF-WAY
U.E. UTILITY EASEMENT

NOTES
1. This Plat is issued in conjunction with the Commitment for Title Insurance, prepared by First American Title Guaranty Company, G.F. No. 2860498-DFW60, effective date: February 21, 2014. This Land Title Survey reflects the easements and building lines along with other documented restrictions, of record which have been reported to this Surveyor in Schedule "B" of said Commitment for Title Insurance. Surveyor has performed no additional research for documented restrictions to the land.
2. All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone.
3. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.
4. Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
5. According to the Flood Insurance Rate Map No. 48439C095K, published by the Federal Emergency Management Agency, dated: September 25, 2009, the surveyed property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.
6. Unless otherwise noted, all boundary and/or lot corners for the subject property shown hereon are 1/2" iron rods set with a cap stamped "SPRY 5647".

OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF TARRANT
WHEREAS, Compass Realty, L.P., is the owners of all that certain 3,200 acres of land, by virtue of the deed recorded in Document Number D224090998 in the Deed Records of Tarrant County, Texas (D.R.T.C.T., which is Lot 1, Block 1, Pleasant Run Baptist Church Addition, recorded in Document Number D204132342, in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the A. J. Caldwell Survey, A-331 and the Nancy Looney Survey, A-987, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)
BEGINNING at a 1/2" iron rod found for the southeast corner of said Lot 1, Block 1, Pleasant Run Church Addition, common to an interior angle corner of 29.1736 acre tract, described in the deed to Grapevine Independent School District, recorded in Volume 4896, Page 47 D.R.T.C.T.
THENCE South 89° 44' 24" West - 379.24' along a north line of said 29.1736 acre tract, to a 1/2" iron rod with a cap stamped "SPRY 5647" found for the southwest corner of the herein described tract, in the east right-of-way line of Pleasant Run Road (R.O.W. Varies), which is also 37.5' east of the centerline of said Pleasant Run Road;
THENCE South 89° 55' 55" East - 385.75' (called 375.95') along the south right-of-way line of said Cooks Lane, to a 1/2" iron rod with a cap stamped "SPRY 5647" found for the northeast corner of the herein described tract, common to the northwest corner of the 1.04 acre tract, described in the deed to Jay Bartley McMeans and Vonna Leigh McMeans, recorded in Volume 11923, Page 796 D.R.T.C.T., from which an "X" in concrete found for the most northerly northeast corner of said 1.04 acre tract, bears South 89° 55' 55" East - 130.20';
THENCE South 00° 04' 05" West - 363.30' (called 358.85') along the west line said 1.04 acre tract, and a west line of said 29.1736 acre tract, to the POINT OF BEGINNING and containing 3,200 acres of land.
anOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That Compass Realty, L.P., the Owner, do hereby adopt this plat designating the herein before described property as LOTS 1, 2, AND 3, BLOCK 1, FEGAN ADDITION, an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever any streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 2024.

Signature - John Fegan,
For Compass Realty, L.P.

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared John Fegan,, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Signature _____ Notary Stamp: _____

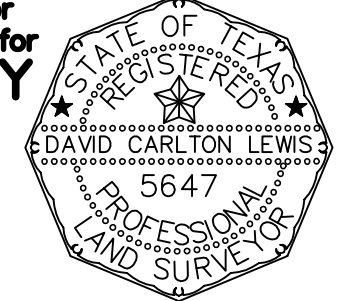
SURVEYOR CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

This document shall not be recorded for
any purpose. This drawing shall be used for
REVIEW PURPOSES ONLY

David Carlton Lewis
R.P.L.S. No. 5647
Date: August 20, 2024



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

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared DAVID CARLTON LEWIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Signature _____ Notary Stamp: _____

PLANNING AND ZONING COMMISSION APPROVAL
WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2024, to approve this Plat.

Chairman, Planning and Zoning Commission
Attest: Secretary, Planning and Zoning Commission _____

CITY COUNCIL APPROVAL
WHEREAS the City Council of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2024, to approve this Plat.

Mayor, City of Colleyville
Attest: City Secretary _____

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000
Spry Project No. 066-062-30
ENGINEER: Hamilton Duffy, P.C.
E.S.&C.M., Inc.
8241 Mid-Cities Blvd., Ste.100
North Richland Hills, TX 76182
Phone: 817-268-0408
OWNER: Compass Realty, L.P.
1303 Bellefonte Lane
Colleyville, TX 76034

PURPOSE OF REPLAT
The Purpose of this replat is to dedication right-of-way along Cooks Lane, and subdivide existing Lot 1, Block 1, Pleasant Run Baptist Church into three residential lots.

A FINAL PLAT OF
LOTS 1, 2, & 3, BLOCK 1
FEGAN ADDITION

AN ADDITION TO THE CITY OF COLLEYVILLE, WHICH IS
AN A REPLAT OF LOT 1, BLOCK 1, PLEASANT RUN CHURCH ADDITION WEST, TARRANT COUNTY, TEXAS, 3,200 ACRES
IN THE A.J. CHADWELL SURVEY, A - 331 AND
IN THE NANCY LOONEY SURVEY, A - 987
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

PLAT-xxxxxx-2024
AUGUST 2024



GENERAL NOTES

1. All construction shall be in strict accordance with the standards of the City of Colleyville and governed by the City of Colleyville Infrastructure Construction Provisions and Details (July 2014), Texas Department of Transportation State Standard Specification 1993 Edition, and the North Central Texas Council of Government's Standard Specifications for Public Works Construction latest edition.
 2. A copy of the Colleyville Infrastructure Construction Provisions and Details (July 2014) can be obtained from the following city website:
www.colleyville.com/publicworks/engineeringdivision/ConstructionStandardsandDetails
 3. All materials and workmanship shall conform to the City of Colleyville Standards where they differ from NCTCOG standards.
 4. Work performed in the state highway right-of-way. An application and appropriate plans must be submitted directly to TxDOT for review.
 5. A permit is required to cut a city street or work within the right-of-way. The permit is issued by the Public Works Department. Contact number 817-503-1366.
 6. The location of underground facilities indicated on the plans is taken from public records. It is the contractor's responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm their exact location and to determine whether any additional facilities other than those shown on the plans may be present. The contractor shall preserve and protect all underground facilities. If existing underground utilities are damaged, the contractor will be responsible for the cost of repairing the utility.
- | UNDERGROUND FACILITY OWNER | 811 (214) 869-8352 |
|----------------------------|--------------------|
| AT&T | (214) 745-2964 |
| AT&T Texas (call DIGTESS) | (800) 344-8377 |
| Atmos Energy | (817) 359-1313 |
| Charter Communications | (817) 822-8745 |
| City of Colleyville | (817) 748-8082 |
| DIGTESS (Line Locates) | (800) 344-8377 |
| 8Level (3) Communications | (877) 366-8344 |
| Oncor Electric Delivery | (817) 215-6688 |
| One Source Communications | (817) 692-6042 |
| TRI County Electric | (817) 431-1541 |
| Verizon Engineering | (972) 578-3354 |
7. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, unless otherwise shown or noted on the plans, at his own cost and expense. The Contractor shall immediately notify the Inspector at once of any conflicts in grades as

Last updated: 5/2017

GENERAL NOTES - PAVING IMPROVEMENTS

1. All fill shall be compacted to a density of at least ninety-five (95%) percent standard proctor as per ASTM D 698 at or above optimum moisture content. Lifes shall be as specified per the soils lab recommendation and as approved by the City. All fill shall be tested as installed and certified by an approved soils laboratory.
2. All streets, unless alternative design is submitted by bid, designed by the triaxial method as specified in the Highway Department design requirements and approved by the City of Colleyville, and shall be constructed on a minimum of (8") inches of stabilized subgrade (time and/or cement) as soil tests indicate. Compaction shall be ninety-five (95%) percent density as per AASHTO designation T150. Density tests shall be taken every 1,000 square yards or less, as required by City Inspector.

Plasticity Index (PI)	Assumed Unit Dry Weight (pcf)	% Lime	Quantity of Lime (lbs./sy)	% Cement	Quantity of Cement (lbs./sy)
0 – 15	120	0	0	5	36*
16 – 25	116	3	21	5	35
26 – 35	112	4	27	5	34
36 – 45	100	5	30	6	36

3. The sub-grade shall be proof rolled and observed by the construction inspector prior to and after sub-grade stabilization.
4. Curb and gutter shall consist of steel reinforced concrete and shall be six (6") inches high and thirty (30") inches wide.
5. The parkways and streets shall be rough cut to a plus or minus one-tenth (0.1') feet of their respective final grades.
6. Construction of wheel chair ramps will be the responsibility of the paving Contractor at the time of public Improvements.
7. Individual water and sewer services and water valves shall have a suitable marker ("W") for water, "S" for sanitary sewer and "V" for valves) stamped on the face of the curb, or if no curb is constructed, on the top of the pavement. The marks shall be a minimum of two (2") inches in height and width. Water services shall be located 10' upstream from the sanitary sewer service, with the sewer service at the center of the front of the lot.
8. The Contractor shall proceed with paving no more than seventy-two (72) hours after density / moisture tests have been taken and passed by the City's testing firm. In the event paving operations have not commenced within the seventy-two (72) hour limit, a retest shall be required at the Contractor's expense.
9. Manhole rim elevations, clean-outs, valve boxes, fire hydrants, etc. shall be adjusted to finished grade by the paving contractor at the time of paving. No block outs allowed
10. The paving contractor shall be responsible for all "Permanent Survey Reference Monuments" as described in the subdivision ordinance including concrete monuments at all boundary corners. The paving

alignment.

8. All excavations, trenching and shoring operations shall comply with the requirements of the U.S. Department of Labor, OSHA, "Construction Safety and Health Regulations," Vol. 29, Subpart P, pg. 128 - 137, and any amendments thereto.
9. This item shall govern the control measures necessary to prevent and control soil erosion, sedimentation, and water pollution which may degrade receiving waters including rivers, streams, lakes, reservoirs, ground water, and wetlands. The control measures contained herein shall be installed and maintained throughout the construction contract and coordinated with any permanent or temporary pollution control features specified elsewhere on the plans and in the specifications to assure effective and continuous water pollution control throughout the construction and post construction periods. These control measures shall not be used as a substitute for the permanent pollution control measures unless otherwise directed by the City in writing. The controls may include silt fences, straw bale dikes, rock barriers, diversion ditches, interceptor swales, sediment traps, and basins, pipe slope drains, inlet protection, stabilized construction entrances, seeding, sodding, mulching, soil retention blankets or other structural or non-structural storm water pollution control.
10. The Contractor shall restore all areas disturbed by construction to original condition or better. Restored areas include, but are not limited to trench backfill, side slopes, sprinkler systems, fences, culvert pipes, drainage ditches, driveways, private yards and roadways.
11. Any changes needed after construction plans have been released, shall be approved by the City Engineer. These changes must be received in writing from the design engineer. The Director of Public Works shall approve any deviations from state regulations.
12. Record Drawings: The Contractor shall keep one (1) record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These drawings shall be available to the Engineer and the City and shall be delivered to the City upon completion of the project and prior to the release of final payment and/or initial acceptance letter.
13. The contractor shall provide "Red lined" marked prints to the Engineer prior to final inspection indicating all construction which deviated from the plans or was constructed in addition to that indicated on the plans.
14. The contractor must field verify existing service locations prior to installing new services. When installing a new water line, all existing services must be connected to the new line or as directed by the City Engineer.
15. The contractor shall keep records for Record Drawings and shall submit markups to the city inspector prior to scheduling a final walkthrough inspection.
16. Prior to construction, a pre-construction meeting shall be held with representatives from the general contractor, sub-contractors, the design Engineer, and the City of Colville staff.
17. All construction must adhere to the City of Colville Tree Preservation Ordinance

Last updated: 5/2017

contractor shall install a blue reflector in the street centerline at the location on each fire hydrant.

11. HMAC Paving- Binder shall have no more than 15% RAP, all Surface mix shall be virgin. No RAS is allowed. Mix design shall be submitted to City prior for approval.
12. Concrete Paving- No manufactured sand is allowed.
13. All re-enforcing still shall be domestic and meet the TxDot steel mill guide lines.

GENERAL NOTES - WATER IMPROVEMENTS

1. The contractor must field verify existing service locations prior to installing new services.
2. When installing a new water line, all existing services must be connected to the new line.
3. All water meters up to 2" in diameter shall be installed by City Personnel. All water meters exceeding 2" diameter shall be inspected and accepted by City of Colleyville representative.
4. Fire hydrants shall be located three to eight feet behind the back of curb as shown in the details. This will also include splash pads which are considered subsidiary to the fire hydrant placement.
5. All water lines 4" thru 12" shall be Class 150(DR18) and conform to AWWA C-900 DR-18 minimum, with NSF seal, pressure tested and disinfected in accordance with NCTCOG STD. SPECS. (see C1.7) Water mains to have a minimum of 42" cover to the top of pipe.
6. Service line connectors, under 2" shall be Class K soft copper and connected with compression fittings. All taps and services shall be constructed as 1" or larger. ¾" taps and service lines are prohibited
7. Water services shall be backfilled in granular sand as per details.
8. Water services should be located at the property line. Each location is to be stamped on the curb with 2" high letter "W".
9. Water meter boxes will be installed after paving activities have been completed.
10. Curb stops should be tested for leakage and full flow when system is pressure tested.
11. All fire hydrant assemblies to be equipped with a 6" gate valve and box shall be installed as per details. Hydrants will be shall be painted Kemulster Red prior to acceptance by the City. The contractor shall put 2 coats of paint or until approved by the City.
12. Any water valves located within pavement areas shall be adjusted to final grade by the paving Contractor. The paving Contractor shall adjust water valve assembly to final grade and place a monolithically (concrete pad in HMAC) No block out will be allowed.
13. Fire hydrants shall be equipped with 4-1/2" Storz adapter for connection with 5" hose.
14. When a water line is bored, the casing shall be capped and valves added on either side.
15. All fittings and bends shall have Mega Lug retainer glands in addition to standard thrust blocking as required by Standard Details.
16. For valves with operating nuts 6' below ground shall be installed with a 1and1/4" solid stem extension (Detail W-1).

Last updated: 1/2009

GENERAL NOTES - STORM DRAINAGE IMPROVEMENTS

1. All storm sewer and culvert pipe and fittings shall be ASTM C776, Class III, IV, V reinforced concrete pipe (RCP), installed with a bell and a spigot and jointed with man rock.
2. Backfill shall be $\frac{3}{4}$ to 1" rock, 6" minimum for the bedding (more if ground water is Encountered), and rock placed up to the center or spring line of the pipe. Trench shall be excavated wide enough to get a mechanical tamper beside the pipe to achieve 95% density.
3. After completion of all storm sewer installation, the contractor shall perform a television inspection and provide a videotape to the Public Works Department Inspections.
4. Install a benchmark on a drainage structure within or near the site. A letter including the location of the benchmark and the benchmark shall be submitted to Public Works prior to the final acceptance of the project as well as in the GIS Assets form.
5. All storm sewer pipes larger than 36" must be wiped with non-shrink grout after inspection and approval.
6. No pre-cast inlets are allowed.

GENERAL NOTES - SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer PVC pipe shall be SDR 35 if depth of line is 10' or less and SDR 26 if depth of line is greater than 10'.
2. Pipe shall have C.I. B (S-8) embedment, or better. Backfill shall be select material compacted to 95% standard proctor density.
3. After completion of all testing (i.e. mandrel & air) Contractor shall perform a Television inspection and provide video record to PW Inspections.
4. A "P" high letter "35" shall be stamped on the bottom of each lot, to mark the location of the sewer services. The service should be located in the center of each lot.
5. Contractor to place a 3/4" plywood false bottom in all sanitary sewer manholes before paving. Contractor begins work.
6. Rim elevations of the proposed sanitary sewer manholes in streets are to be constructed by utility contractor and adjusted by paving Contractor to finished grade at time of paving. Block cuts are not allowed.
7. Manholes 10' in depth or less shall be 4ft in diameter. 10 ft. plus or drop manholes shall be 5ft. in diameter
8. All Drop Manholes shall be inside drops as per detail S-4.
9. All trenches shall be compaction tested at the rate of one test per 300 L.F. of trench per lift. Lifts shall be no greater than 12" loose. Tests shall be staggered so that tests of adjacent lifts are not directed by the previous lift. If the distance between manholes exceeds 300 L.F. a minimum of 2 tests per lift shall be taken or as directed by the City. The paving contractor shall not begin work until the City of Colleyville has approved all trench work.
10. All manholes shall be vacuumed tested.
11. Any service tie-in to an existing manhole must be cored.
12. Clean-outs to be provided on all services and located at the property/ROW line.

Last updated: 1/2009

SITE CONSTRUCTION PLANS

FEGAN ADDITION
 LOTS 1, 2 AND 3, BLOCK 1
 CITY OF COLLEYVILLE, TEXAS

CITY GENERAL NOTES

PRELIMINARY
FOR REVIEW ONLY

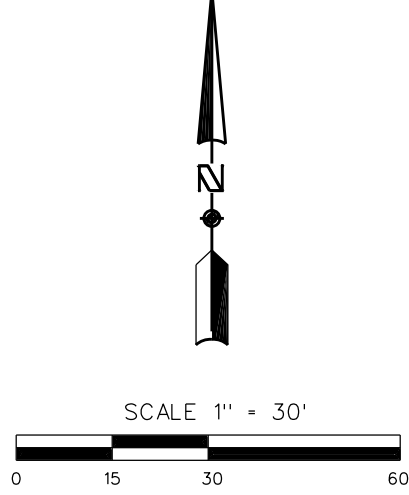
THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:

KEITH M. HAMILTON	87384	\$DATES
DE	NO	DATE

NO.	REVISION	BY	DATE	JOB
				026-008
			DATE	8/21/2024
				DESIGNED
				K. M. H.
				DRAWN
				K. M. H.
				CHECKED
				K. M. H.
				TEXAS REGISTERED ENGINEERING FIRM NUMBER T-5260

SHEET

C1.00



!!! CRITICAL !!!

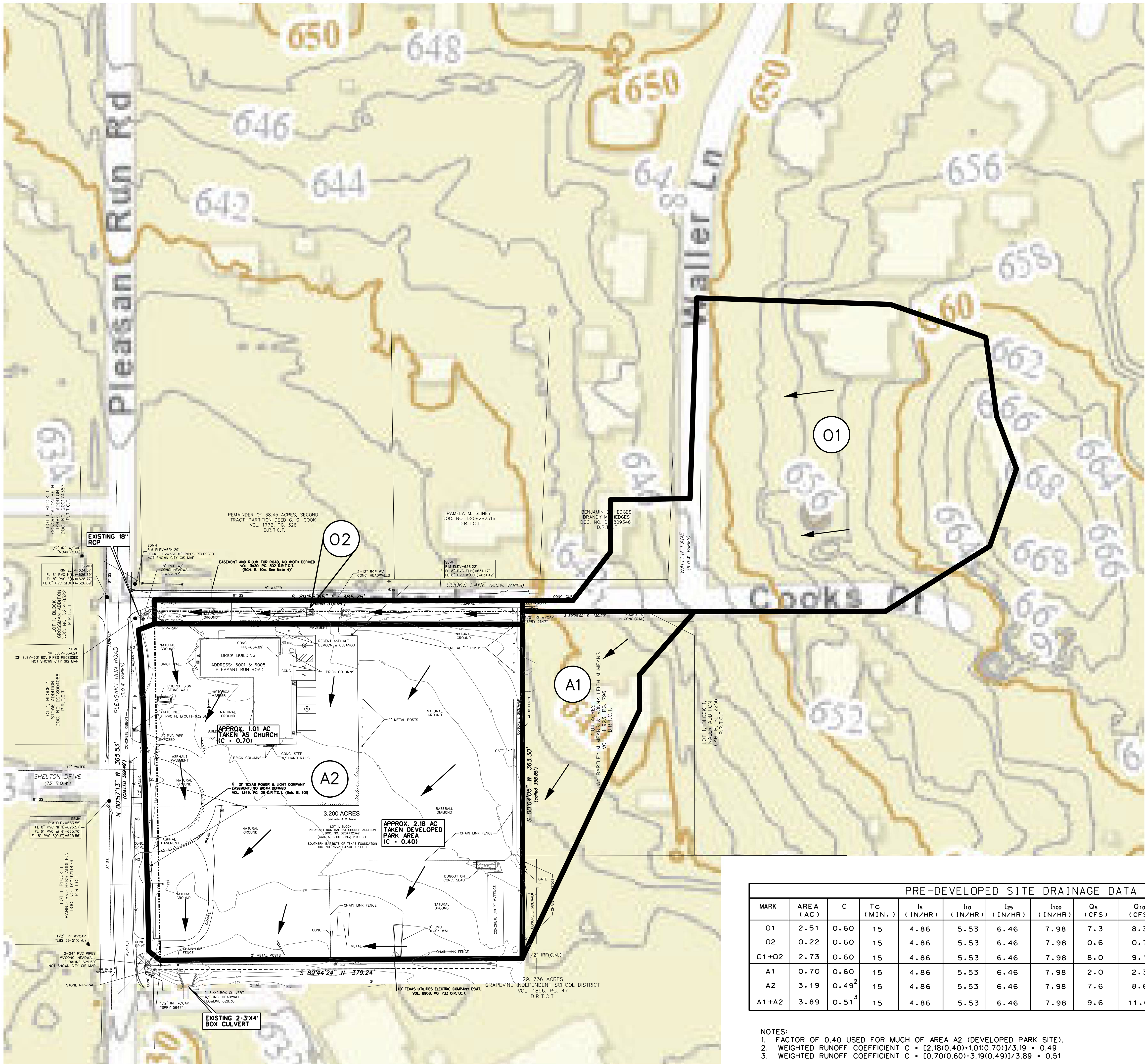
LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON PUBLIC RECORDS. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

NOTE:
ALL SITES WHERE DEMOLITION WILL OCCUR AT OR NEAR A PUBLIC STREET, THE CONTRACTOR SHALL SCHEDULE CONSTRUCTION RESTORATION ACTIVITIES AS SOON AS POSSIBLE SO THAT THE EDGES OF THE PAVEMENT WILL NOT BE LEFT UNPROTECTED LONGER THAN NECESSARY.

DEMOLITION NOTE:
EXISTING IMPROVEMENTS WITHIN THE HATCHED AREA SHALL BE DEMOLISHED, REMOVED, DISPOSED OF, CLEARED AND GRUBBED AS SPECIFIED. ITEMS TO BE REMOVED, BUT NOT LIMITED TO, ARE SPRINKLER SYSTEMS, FLUMES, INLET BOXES, CONCRETE PAVING AND WALKS, UNDERGROUND STORM DRAIN LINES, TREES AND PLANTS, ETC.

ITEMS TO REMAIN:
SANTARY SEWER LINES, MANHOLES, CLEANOUTS, WATER VALVES, AND WATER SERVICES ARE TO REMAIN IN SERVICE AND ARE NOT TO BE REMOVED UNLESS NOTED OTHERWISE. ALL WATER VALVES, SEWER MANHOLES AND CLEANOUTS SHALL BE ADJUSTED TO MATCH THE PROPOSED FINISHED SURFACE AND SITE GRADING. ALL CONCRETE SHALL BE SAW CUT FULL DEPTH OF PAVEMENT PRIOR TO REMOVAL.

NOTE:
THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO: TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. ALL AREAS DISTURBED BY CONSTRUCTION WILL BE HYDROMULCHED UNLESS OTHERWISE NOTED.



LEGEND

OS1 DRAINAGE AREA

DRAINAGE DIVIDE

FLOW DIRECTION ARROW

DRAINAGE NOTES:

1. ALL DRAINAGE DESIGN TO BE IN ACCORDANCE WITH CITY OF COLLEYVILLE STANDARDS.

DRAINAGE AREA COMPUTATIONS

BASIS:

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

RUNOFF COEFFICIENT:

- C • 0.40 Developed Park Site
- C • 0.60 Single Family Residential
- C • 0.70 Church

STORM FREQUENCY:

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

TIME OF CONCENTRATION:

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

MINIMUM INLET TIME OF CONCENTRATION:

- Parks and Open Areas 20 minutes
- Residential, Single Family 15 minutes
- Industrial, Business 10 minutes

I, Keith Hamilton, a Professional Engineer, registered and licensed in the State of Texas, have prepared this drainage study and/or plan in compliance with the latest published requirements and criteria of the City of Colleyville, and have verified that the topographic information used in this study and/or plan is in compliance with said requirements and is otherwise suitable for developing this workable plan of drainage which can be implemented through proper subsequent detailed construction planning.

Signed this _____ day of _____, 2024

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 SUPERVISION OF:

KEITH M. HAMILTON 87384 \$DATE\$

PE NO. DATE

PRE-DEVELOPED SITE DRAINAGE DATA												
MARK	AREA (AC)	C	T _C (MIN.)	I ₅ (IN/HR)	I ₁₀ (IN/HR)	I ₂₅ (IN/HR)	I ₁₀₀ (IN/HR)	Q ₅ (CFS)	Q ₁₀ (CFS)	Q ₂₅ (CFS)	Q ₁₀₀ (CFS)	COMMENTS
O1	2.51	0.60	15	4.86	5.53	6.46	7.98	7.3	8.3	9.7	12.0	TO COOKS LN (SOUTH BAR DITCH)
O2	0.22	0.60	15	4.86	5.53	6.46	7.98	0.6	0.7	0.9	1.1	TO 18" RCP (SOUTH BAR DITCH)
O1+O2	2.73	0.60	15	4.86	5.53	6.46	7.98	8.0	9.1	10.6	13.1	TOTAL TO 18" RCP (WALLER LN)
A1	0.70	0.60	15	4.86	5.53	6.46	7.98	2.0	2.3	2.7	3.4	SHEETFLOW TO A2
A2	3.19	0.49 ²	15	4.86	5.53	6.46	7.98	7.6	8.6	10.1	12.5	TO BOX CULVERT
A1+A2	3.89	0.51 ³	15	4.86	5.53	6.46	7.98	9.6	11.0	12.8	15.8	TOTAL TO BOX CULVERT

- NOTES:
1. FACTOR OF 0.40 USED FOR MUCH OF AREA A2 (DEVELOPED PARK SITE).
 2. WEIGHTED RUNOFF COEFFICIENT C = [2.18(0.40)+1.01(0.70)]/3.19 = 0.49
 3. WEIGHTED RUNOFF COEFFICIENT C = [0.70(0.60)+3.19(0.49)]/3.89 = 0.51

KEITH M. HAMILTON

DUFFEY, PC

CONSULTING

CIVIL & ENVIRONMENTAL ENGINEERS - PLANNERS - CONSTRUCTION MANAGERS
8241 MID-CITIES BLVD., SUITE 100 - NORTH RICHLAND HILLS, TEXAS 76182
PHONE (817) 268-0408 WWW.HAMILTONDUFFEY.COM

SITE CONSTRUCTION PLANS

FEGAN ADDITION
LOTS 1, 2 AND 3, BLOCK 1
CITY OF COLLEYVILLE, TEXAS

PRE-DEVELOPED
DRAINAGE AREA MAP

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 SUPERVISION OF:

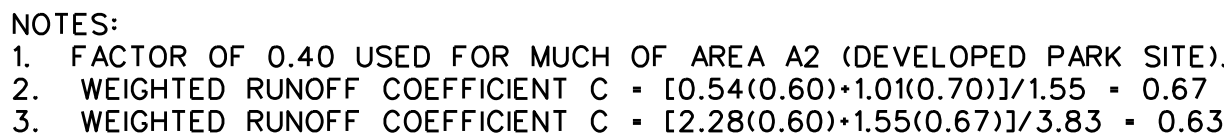
KEITH M. HAMILTON 87384 \$DATE\$

PE NO. DATE

NO.	REVISION	DATE	BY	JOB	DATE	DESIGNED	DRAWN	CHECKED	TEXAS REGISTERED ENGINEERING FIRM NUMBER F-5260
				026-008	8/21/2024	K.M.H.	K.M.H.	K.M.H.	

SHEET

C1.10



C1.11

DETENTION POND A DESIGN

Q100(PRE) = 15.8 CFS
Q100(BYPASS) = 0.2 CFS
Q100(ALLOWABLE) = QPRE - QBYPASS = 15.6 CFS

FLOW TO DETENTION:

AREA = 3.83 ACRES
C = 0.63
TC = 15 MIN.
Q100 = 19.3 CFS

DETENTION POND ELEVATION VS. VOLUME	
ELEVATION ABOVE DATUM (F.T.)	VOLUME CU. FT.
629.00 (POND BOTTOM)	0
630.00	878
631.00	4016
632.00	12523
631-630 X-630 4016-878 4000-878 ----- X = 630.99	
HEAD IN POND 630.99 - 629.00 = 1.99'	

OUTFALL DESIGN

MAX RELEASE RATE = 15.6 CFS
STORAGE REQUIRED = 4,000 CF

NOTE: STARTING WATER SURFACE FOR POND IS 629.00 FEET

OUTFALL IS 2-12" DIA. PVC ORIFICE:

ORIFICE FLOW

$Q = CA\sqrt{2GH}$
C = 0.60
A = 0.79 SQ. FT.
G = 32.2
H = (1.99') - 0.5(1.00') = 1.49'
Q = 4.6 X 3 = 13.8 CFS < 15.6 CFS OK

STORMWATER DETENTION WORKSHEET

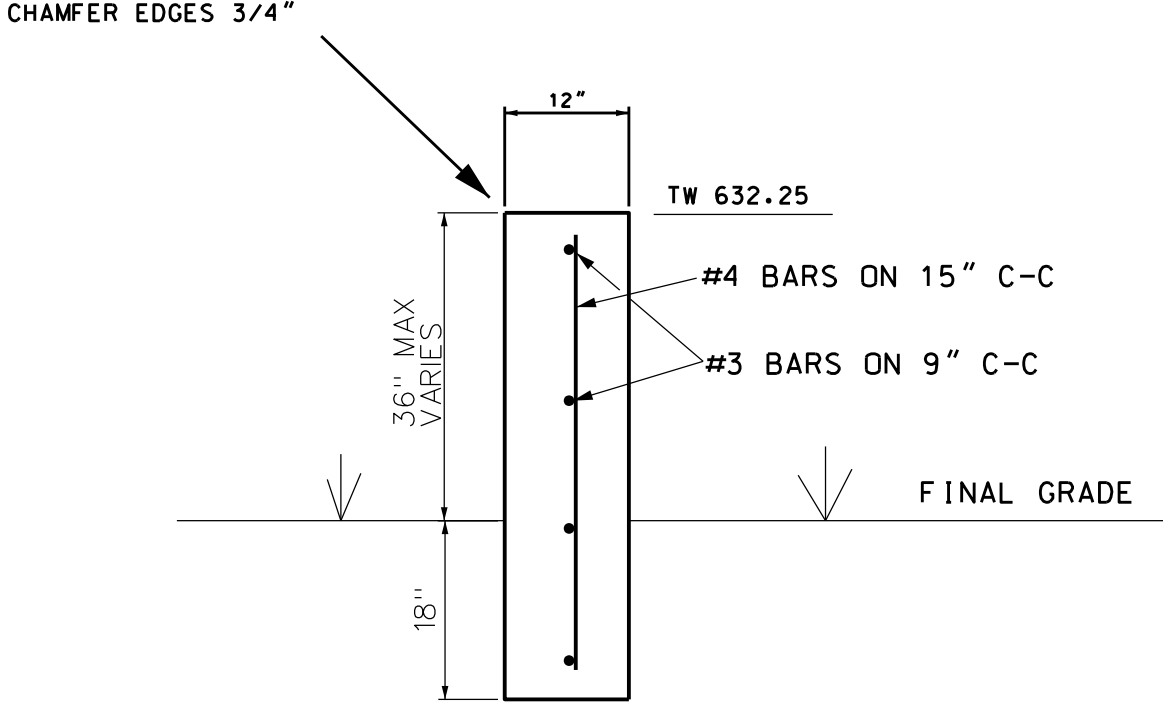
HAMILTON DUFFY, PC

PROJECT NAME: FEGAN ADDITION
SUB AREAS TOTAL AREA COMBINED FLOW

TOTAL VOLUME CALCULATIONS

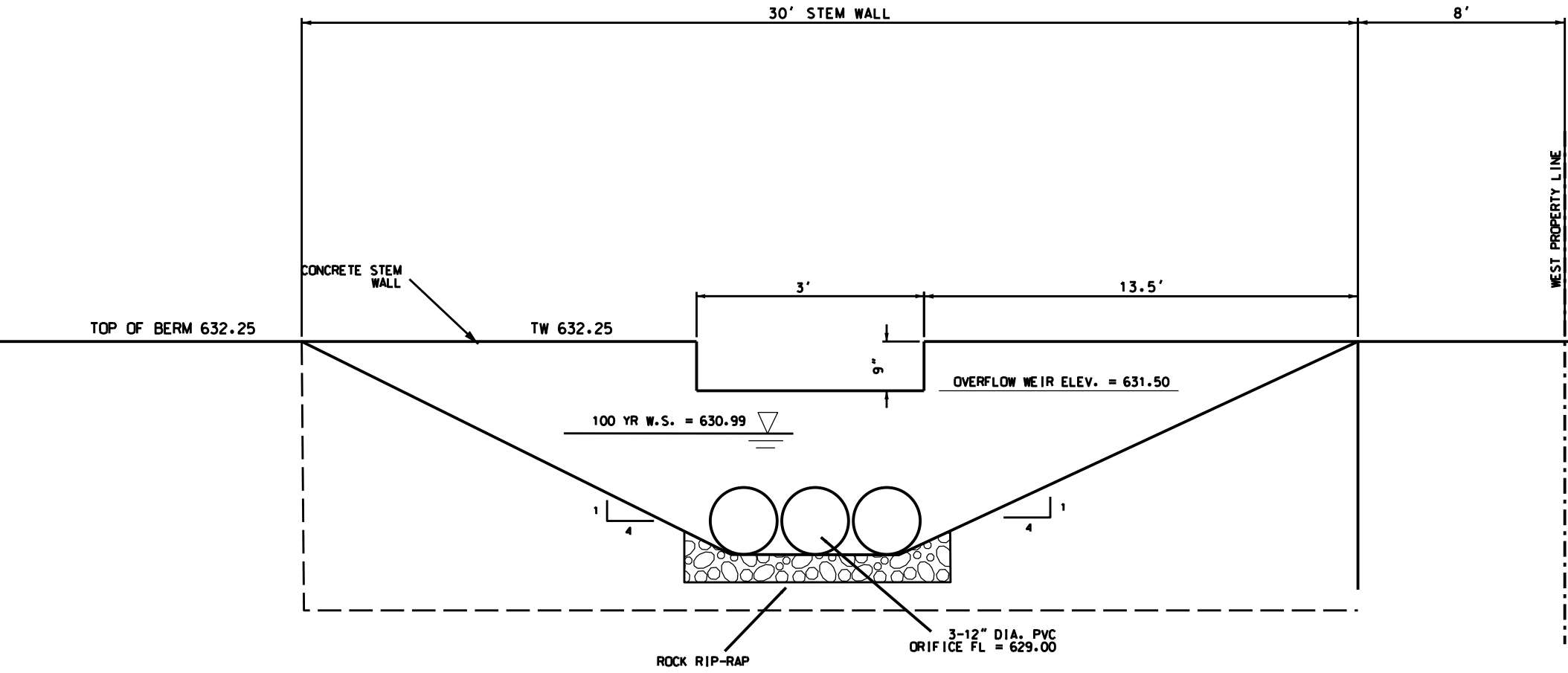
EXISTING CONDITIONS: (100 YR)				PROPOSED CONDITIONS: (100 YR)			
RUNOFF COEFFICIENT (c)	0.51			RUNOFF COEFFICIENT (c)	0.63		
TIME OF CONCENTRATION (t/c)	15 mins			TIME OF CONCENTRATION (t/c)	15 mins		
RAINFALL INTENSITY (i)	7.98 in/hr			RAINFALL INTENSITY (i)	7.98 in/hr		
AREA (A acres)	3.89 acres			AREA (A acres)	3.83 acres		
DISCHARGE (Q)	15.8 cfs			DISCHARGE (Q)	19.3 cfs		
MAXIMUM PERMISSIBLE RELEASE RATE (Qp = Q existing):				15.8	-	0.2	=
MAX RUNOFF RATE LESS FREE RELEASE (IF APPLICABLE)							15.6 cfs
FREE RELEASE CALCULATION = 0.2 cfs							15.6 cfs
REQUIRED STORMWATER VOLUME						MAX	
Rainfall Duration T	Rainfall Intensity I	Peak Runoff Rate Q	Storm Runoff Volume V	Release Rate Volume Qr	Storage Volume Sv		
5	11.09	26.8	8028	9379	-1351		
10	9.24	22.3	13377	11724	1653		
15	7.98	19.3	17329	14068	3261		
20	7.05	17.0	20413	16413	4000		
30	5.75	13.9	24974	21103	3871		
40	4.91	11.8	28434	25792	2642		
50	4.30	10.4	31126	30481	845		
60	3.84	9.3	33356	35171	-1815		
120	2.42	5.8	42042	63308	-21265		

REQUIRED STORAGE VOLUME (MAX. Sv): Rsv = 4000 Cu. Ft.

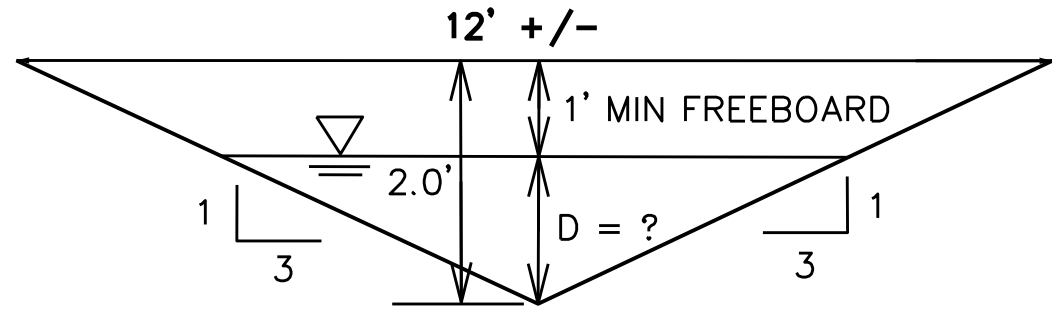


CONCRETE STEM WALL
N.T.S.

CONCRETE WILL BE 3,000 PSI @ 28 DAYS



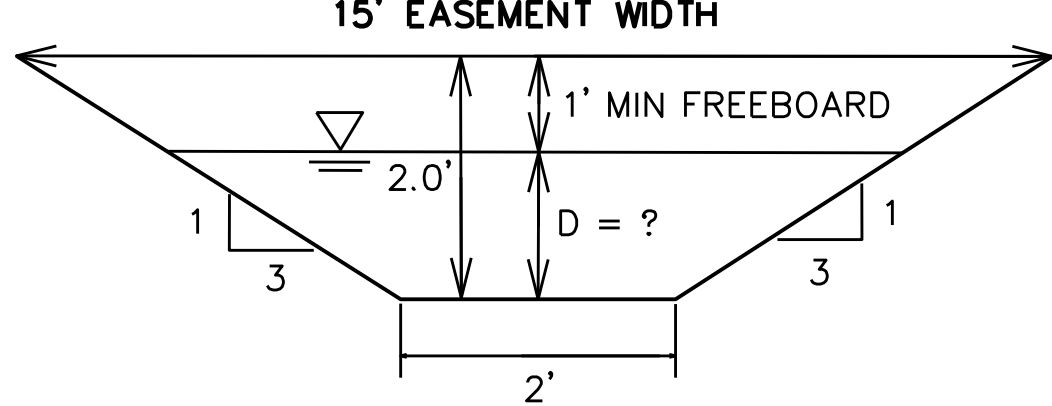
OUTFALL STRUCTURE DETAIL LOOKING SOUTH
N.T.S.



CHANNEL SECTION A-A
(N.T.S.)

CHANNEL HYDRAULICS:

Q100 = 12.0 CFS
N = 0.30
S = 2.0%
D = 0.98'
V = 4.2 FPS
QCAP = 12.8 CFS (1.0' DEPTH)



CHANNEL SECTION B-B
(N.T.S.)

CHANNEL HYDRAULICS:

Q100 = 3.4 CFS
N = 0.30
S = 1.0%
D = 0.46'
V = 2.3 FPS
QCAP = 17.6 CFS (1.0' DEPTH)

HAMILTON
DUFFY, PC
CONSULTING
CIVIL & ENVIRONMENTAL ENGINEERS - PLANNERS - CONSTRUCTION MANAGERS
8241 MID-CITIES BLVD., SUITE 100 - NORTH RICHLAND HILLS, TEXAS 76182
PHONE (817) 268-0408 WWW.HAMILTONDUFFY.COM

SITE CONSTRUCTION PLANS

FEGAN ADDITION
LOTS 1-2 AND 3 BLOCK 1
CITY OF COLLEYVILLE, TEXAS

DETENTION POND DETAILS

PRELIMINARY
FOR REVIEW ONLY

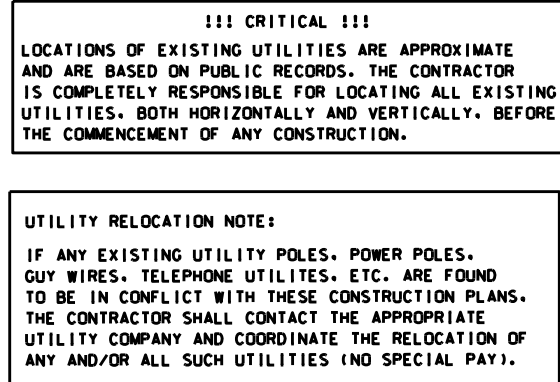
THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:

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

NO.	REVISION	BY	DATE	JOB	026-008
				DATE	8/21/2024
				DESIGNED	K.M.H.
				DRAWN	K.M.H.
				CHECKED	K.M.H.
				TEXAS REGISTERED ENGINEERING FIRM NUMBER P-2560	

SHEET

C1.12



**HAMILTON
DUFFY, PC**
CONSULTING

CIVIL & ENVIRONMENTAL ENGINEERS • PLANNERS • CONSTRUCTION MANAGERS
8241 MID-CITIES BLVD., SUITE 100 • NORTH RICH AND HILLS, TEXAS 75182
PHONE (817) 268-0408 WWW.HAMILTONDUFFY.COM

SITE CONSTRUCTION PLANS

MEGAN ADDITION
LOTS 1, 2 AND 3, BLOCK 1
CITY OF COLLEYVILLE, TEXAS

WATER AND SANITARY SEWER

PRELIMINARY
FOR REVIEW ONLY

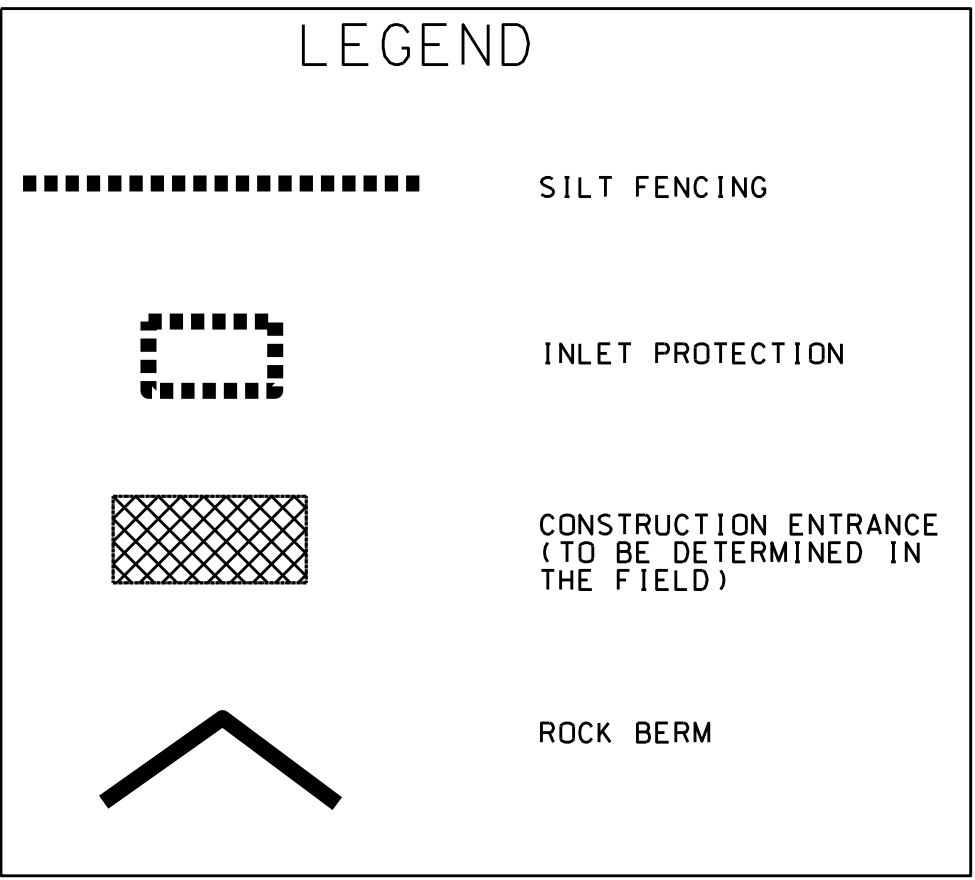
THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:

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

NO.	REVISION	BY	DATE	JOB	026-008
				DATE	B/21/2024
				DESIGNED	K. M. H.
				DRAWN	K. M. H.
				CHECKED	K. M. H.
				TEXAS REGISTERED	

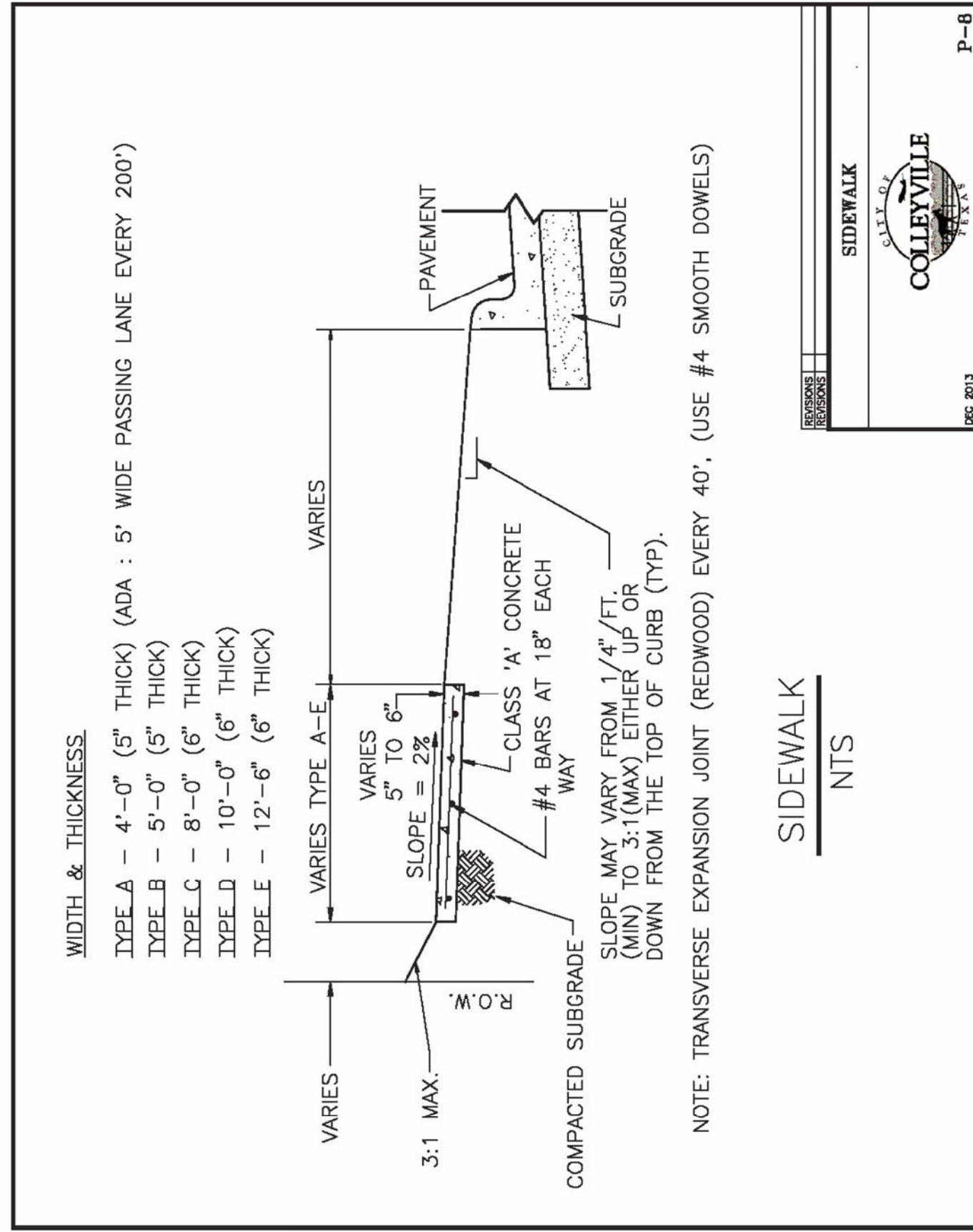
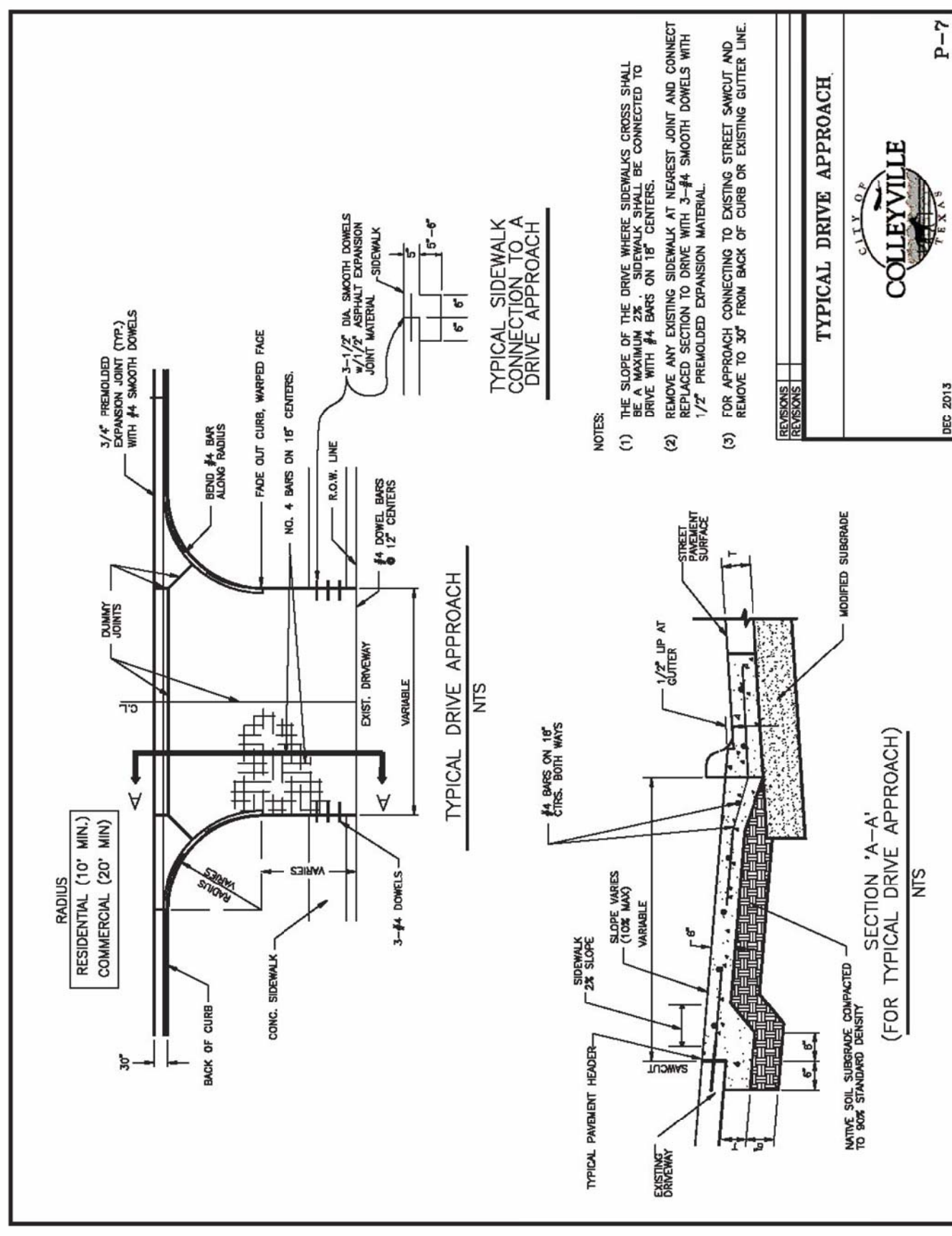
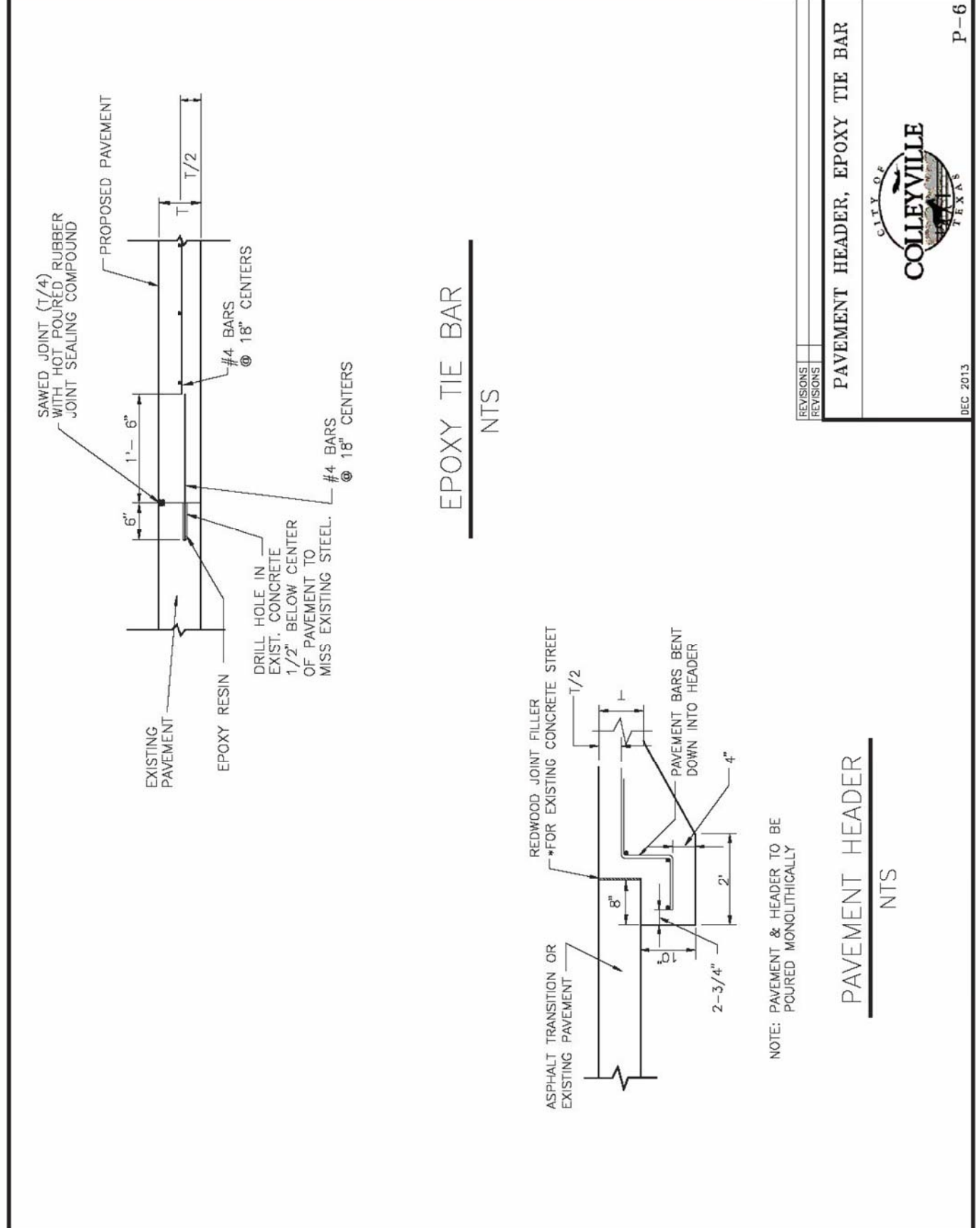
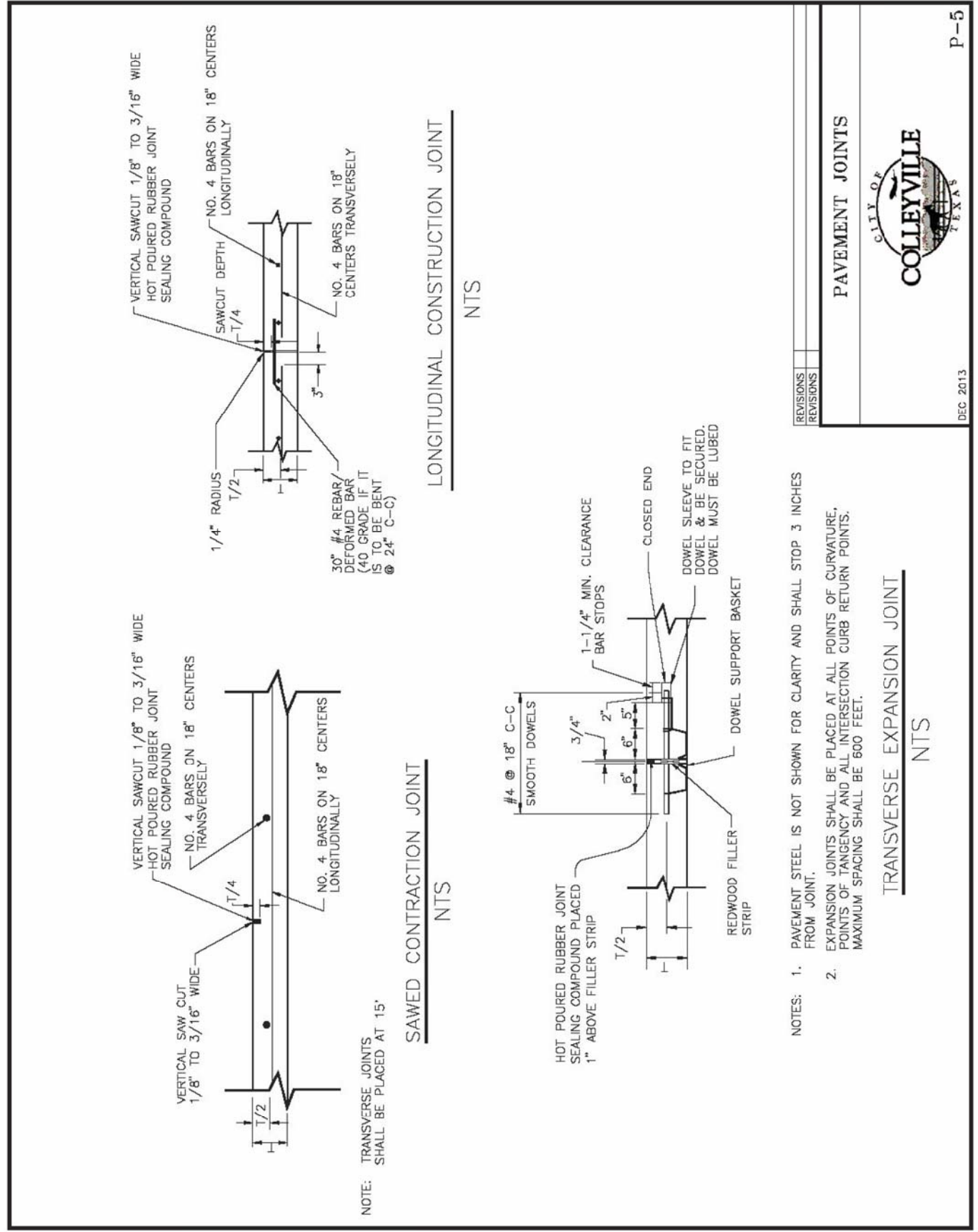
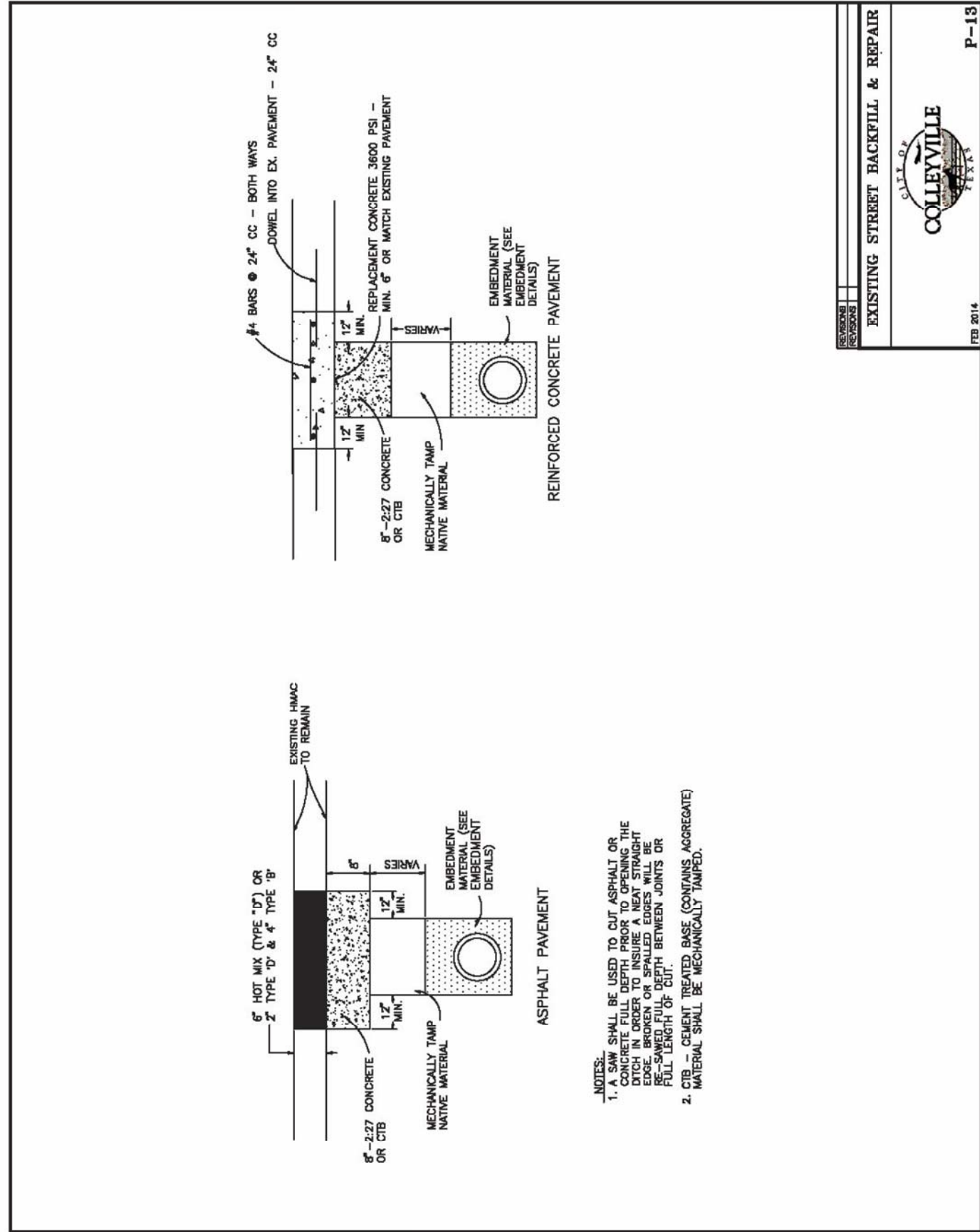
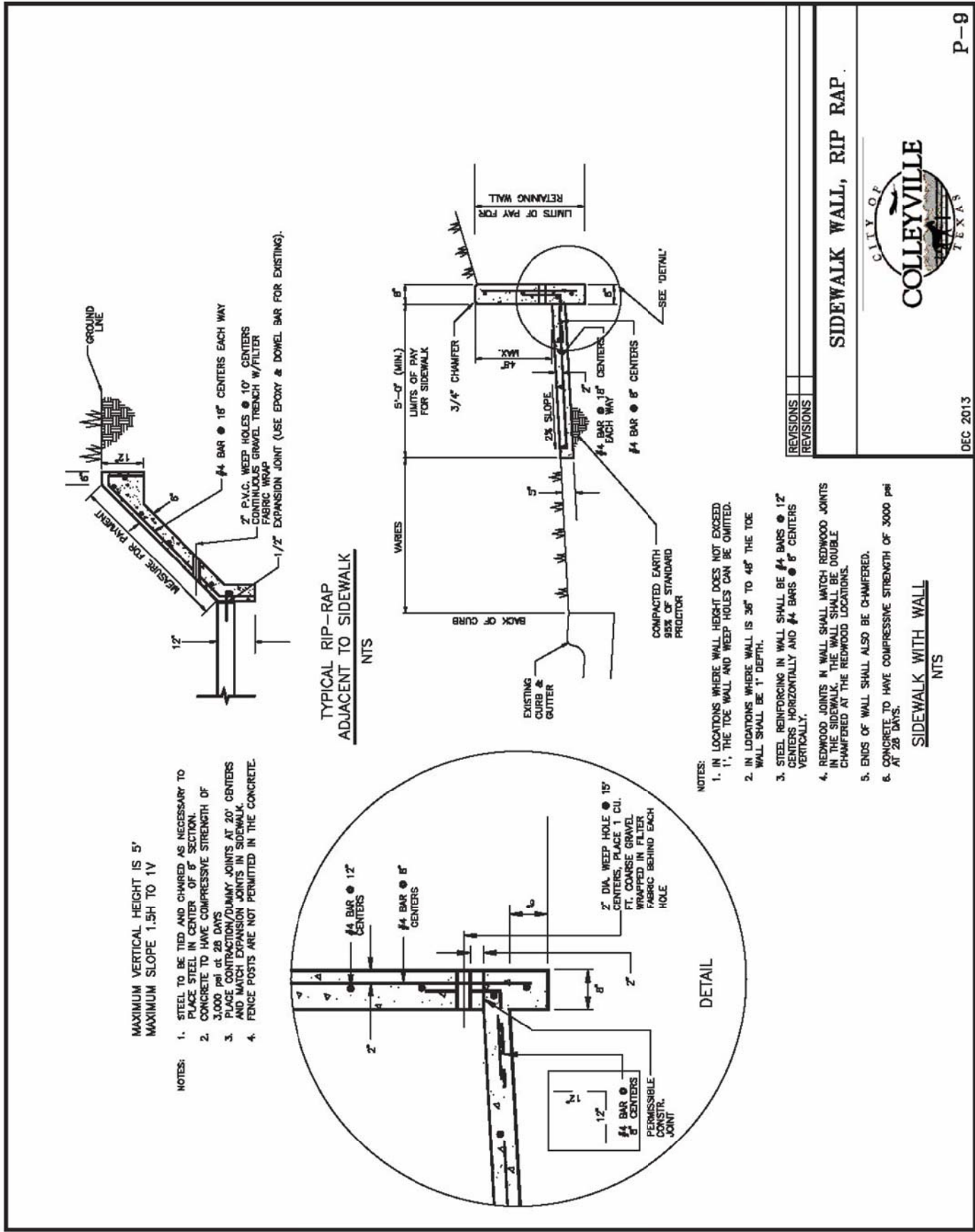
SHEET

C1.40



3. ALL SITES GREATER THAN 1 ACRE MUST HAVE A VALID TEXAS POLLUTION PREVENTION ELIMINATION SYSTEM (TPDES) PERMIT ISSUED BY THE TCEQ AS DEFINED IN TPDES GENERAL PERMIT NO. TXR150000.
4. FOR SITES OF 5 ACRES OR GREATER, A TPDES NOTICE OF INTENT (NOI) FORM MUST BE SUBMITTED TO THE TCEQ AT LEAST TWO (2) DAYS PRIOR TO COMMENCING WORK. FOR SITES GREATER THAN ONE (1) ACRES BUT LESS THAN FIVE (5) ACRES, A TCEQ CONSTRUCTION SITE NOTICE MUST BE COMPLETED. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE COMPLETED PRIOR TO SUBMITTAL OF THE NOI OR SITE NOTICE. THE SIGNED AND COMPLETED SWPPP MUST BE MAINTAINED AT THE JOB SITE AT ALL TIMES.
5. EACH PRIME CONTRACTOR SHALL OBTAIN AND SUBMIT TO OWNER/ENGINEER A POLLUTION PREVENTION CERTIFICATION FROM EACH SUBCONTRACTOR WHOSE WORK IMPACTS THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PRIOR TO THE PERFORMANCE OF ANY WORK BY SAID SUBCONTRACTOR. THESE CERTIFICATIONS SHALL BECOME A PART OF THE STORM WATER POLLUTION PREVENTION PLAN.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL EROSION CONTROL MEASURES SHOWN IMMEDIATELY UPON ENTERING SITE. REPAIRS OR MODIFICATIONS TO THE MEASURES WILL BE MADE BY THE CONTRACTOR IF THE CONTROL MEASURES PROVE INEFFECTIVE OR IF ADDITIONAL CONTROL MEASURES ARE NECESSARY.
7. AT A MINIMUM, PERIMETER CONTROLS SUCH AS SILT FENCE OR STRAW BALES SHALL BE INSTALLED AT ALL DOWN SLOPE BOUNDARIES AND AS WARRANTED WHERE PAVEMENT REMOVAL, UTILITY CONSTRUCTION, GRADING, OR OTHER CONSTRUCTION ACTIVITIES ARE TO BE PERFORMED. CONTRACTOR SHALL AT ALL TIMES TAKE SUCH MEASURES AS NECESSARY TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY SILT DEPOSITS OR TRACKING BEYOND THE LIMITS OF CONSTRUCTION CAUSED BY HIS OPERATIONS AND/OR FAILURE OF THE EROSION CONTROL MEASURES.
10. CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SILT AND SEDIMENT FROM EROSION CONTROL MEASURES WHEN IT REACHES A DEPTH OF SIX (6) INCHES OR IMPAIRS THE EFFECTIVENESS OF THE MEASURES.
11. THE OWNER'S REPRESENTATIVE WILL INSPECT THE PROJECT AT A MINIMUM OF EVERY SEVEN DAYS AND AFTER EVERY RAINFALL OF 0.5 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. WRITTEN INSPECTION REPORT WILL BE FILED WITH THE POLLUTION PREVENTION PLAN. THIS INSPECTION DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR INSPECTION AND MAINTENANCE OF THE EROSION CONTROL MEASURES OR HIS DUTY TO COMPLY WITH THE INTENT AND CONDITIONS OF THE NPDES GENERAL PERMIT.
12. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION OF STORM DRAIN INLETS USING STRAW BALE CHECKS OR OTHER MEASURES AS SPECIFIED. WHERE INLETS ARE BEING REMOVED OR INSTALLED, THE CONTRACTOR SHALL PREVENT MATERIAL FROM ENTERING THE STORM DRAIN SYSTEM.
13. ALL OFF-SITE STOCKPILES OF SOILS WILL BE SURROUNDED BY A STRAW BALE DIKE, SILT FENCE, SEDIMENT CONTROL WALE, OR EQUIVALENT MEASURE, AS APPROVED BY ENGINEER, TO PROPERLY CONTROL SEDIMENT RUNOFF.
14. THE CONTRACTOR SHALL STABILIZE ANY AREA WHERE CONSTRUCTION ACTIVITY IS TEMPORARILY OR PERMANENTLY CEASED FOR MORE THAN 14 DAYS.

NO.	REVISION	BY	DATE	JOB	026-008
				DATE	8/21/2024
				DESIGNED	K. M. H.
				DRAWN	K. M. H.
				CHECKED	K. M. H.
				THIS REGISTERED ENGINEERING FIRM NUMBER F-5260	



SITE CONSTRUCTION PLANS

FEGAN ADDITION
LOTS 1, 2 AND 3, BLOCK 1
CITY OF COLLEVILLE, TEXAS

CITY STANDARD DETAILS

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 SUPERVISION OF:

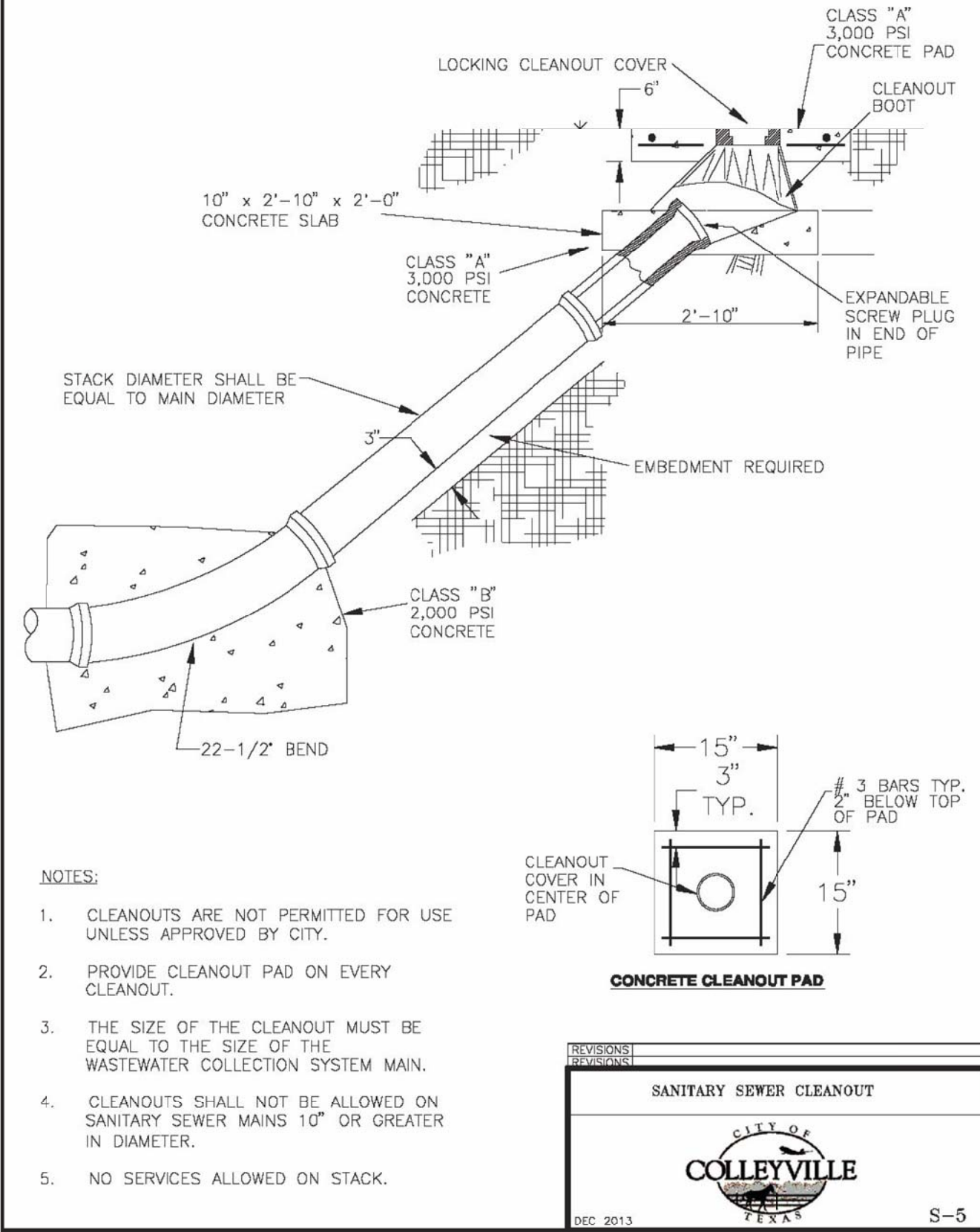
KEITH M. HAMILTON 87384 \$DATE\$
PE NO. DATE

NO.	REVISION	BY	DATE	JOB	025-008
				DATE	8/21/2024
				DESIGNED	K.M.H.
				DRAWN	K.M.H.
				CHECKED	K.M.H.
				TEXAS REGISTERED ENGINEERING FIRM NUMBER F-2560	

SHEET



CITY STANDARD DETAILS



- NOTES:
- CLEANOUTS ARE NOT PERMITTED FOR USE UNLESS APPROVED BY CITY.
 - PROVIDE CLEANOUT PAD ON EVERY CLEANOUT.
 - THE SIZE OF THE CLEANOUT MUST BE EQUAL TO THE SIZE OF THE WASTEWATER COLLECTION SYSTEM MAIN.
 - CLEANOUTS SHALL NOT BE ALLOWED ON SANITARY SEWER MAINS 10" OR GREATER IN DIAMETER.
 - NO SERVICES ALLOWED ON STACK.

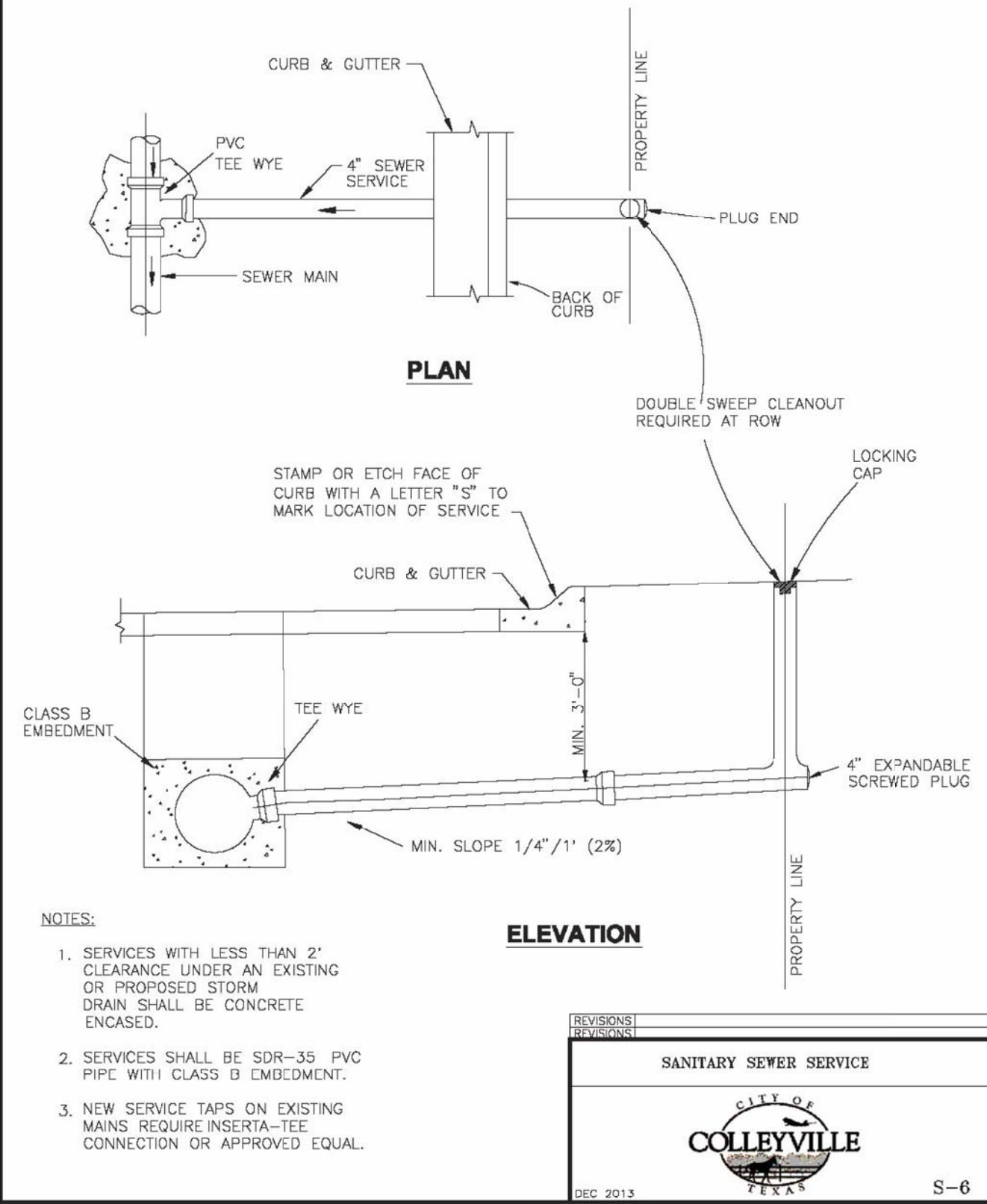
REVISIONS:
REVISION
DATE
BY

SANITARY SEWER CLEANOUT

DEC 2013

CITY OF COLLEYVILLE TEXAS

S-5



- NOTES:
- SERVICES WITH LESS THAN 2' CLEARANCE UNDER AN EXISTING OR PROPOSED STORM DRAIN SHALL BE CONCRETE ENCASED.
 - SERVICES SHALL BE SDR-35 PVC PIPE WITH CLASS B EMBEDMENT.
 - NEW SERVICE TAPS ON EXISTING MAINS REQUIRE INSERTA-TEE CONNECTION OR APPROVED EQUAL.

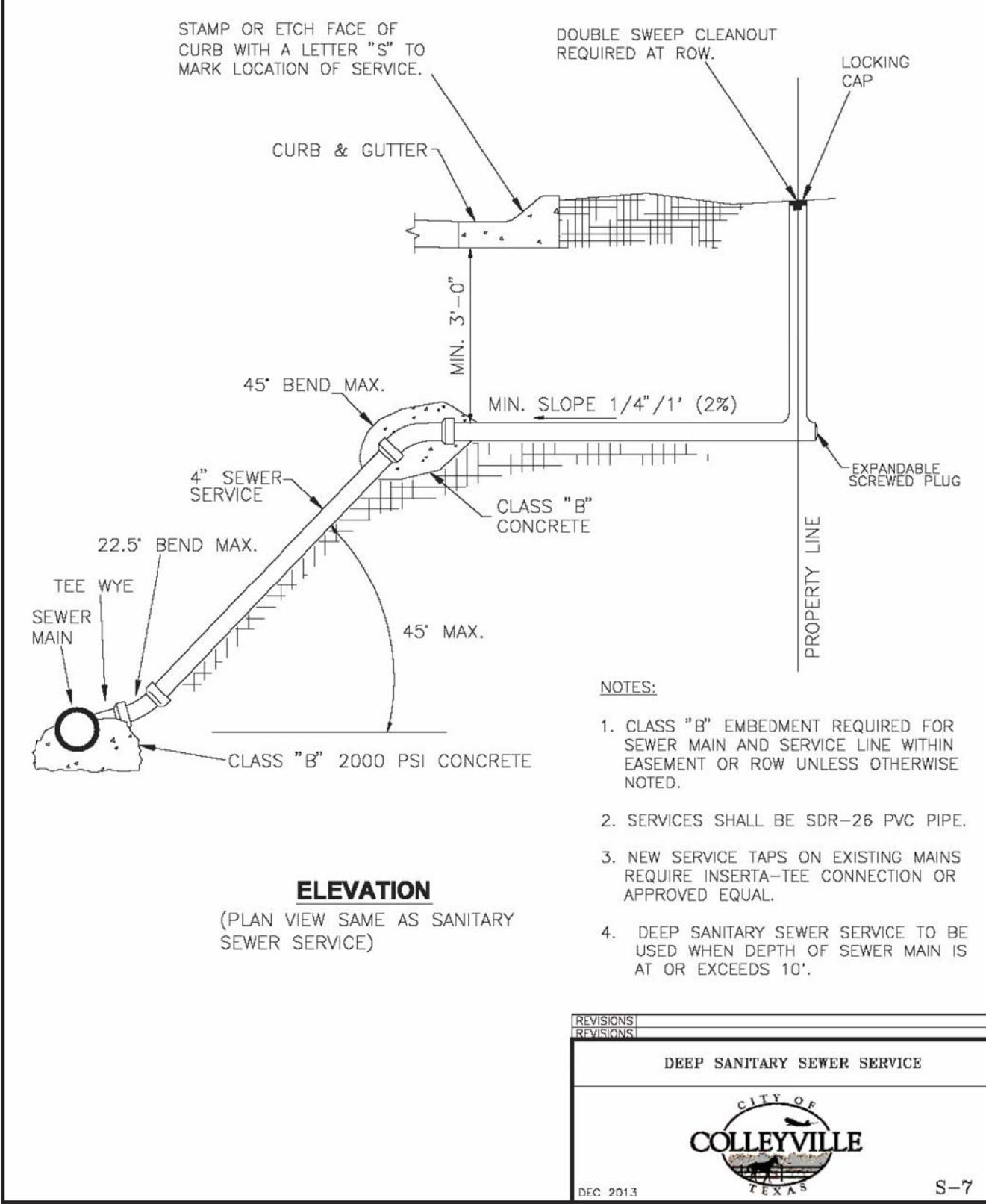
REVISIONS:
REVISION
DATE
BY

SANITARY SEWER SERVICE

DEC 2013

CITY OF COLLEYVILLE TEXAS

S-6



- NOTES:
- CLASS "B" EMBEDMENT REQUIRED FOR SEWER MAIN AND SERVICE LINE WITHIN EASEMENT OR ROW UNLESS OTHERWISE NOTED.
 - SERVICES SHALL BE SDR-26 PVC PIPE.
 - NEW SERVICE TAPS ON EXISTING MAINS REQUIRE INSERTA-TEE CONNECTION OR APPROVED EQUAL.
 - DEEP SANITARY SEWER SERVICE TO BE USED WHEN DEPTH OF SEWER MAIN IS AT OR EXCEEDS 10'.

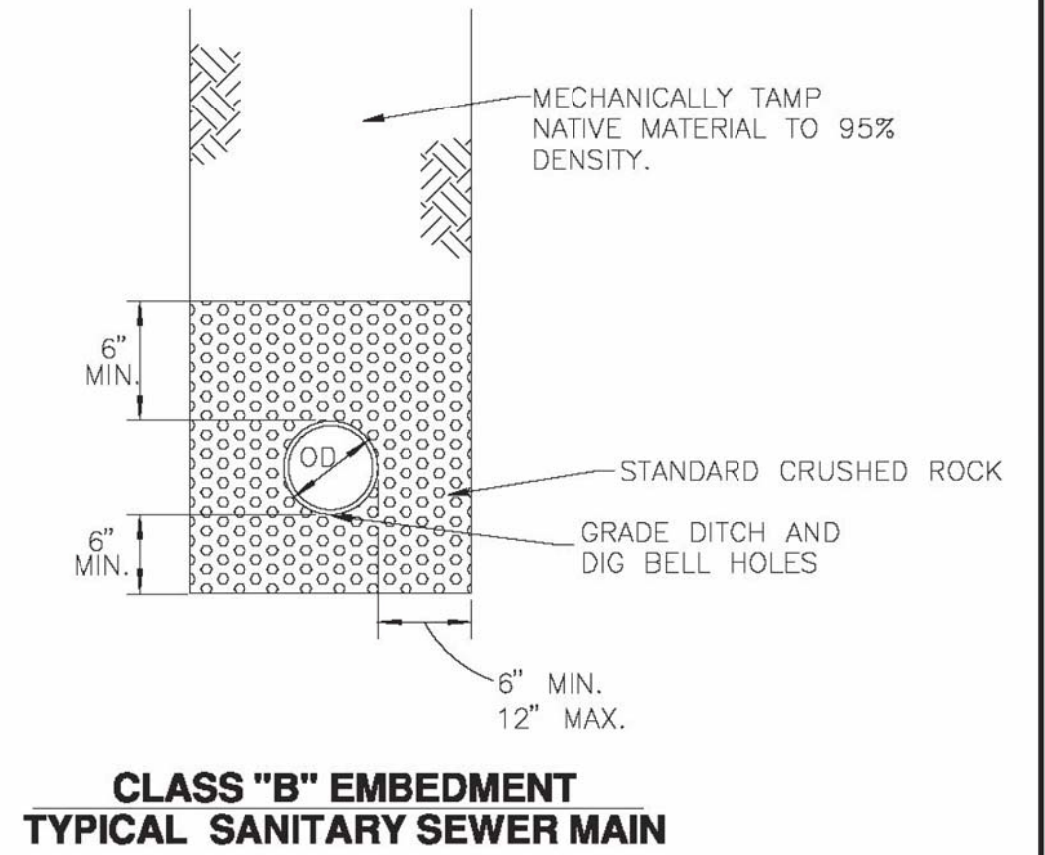
REVISIONS:
REVISION
DATE
BY

DEEP SANITARY SEWER SERVICE

DEC 2013

CITY OF COLLEYVILLE TEXAS

S-7



CLASS "B" EMBEDMENT
TYPICAL SANITARY SEWER MAIN

REVISIONS:
REVISION
DATE
BY

CLASS "B" SEWER EMBEDMENT

DEC 2013

CITY OF COLLEYVILLE TEXAS

S-8

SITE CONSTRUCTION PLANS

FEGAN ADDITION
LOTS 1, 2 AND 3, BLOCK 1
CITY OF COLLEYVILLE, TEXAS

CITY STANDARD DETAILS

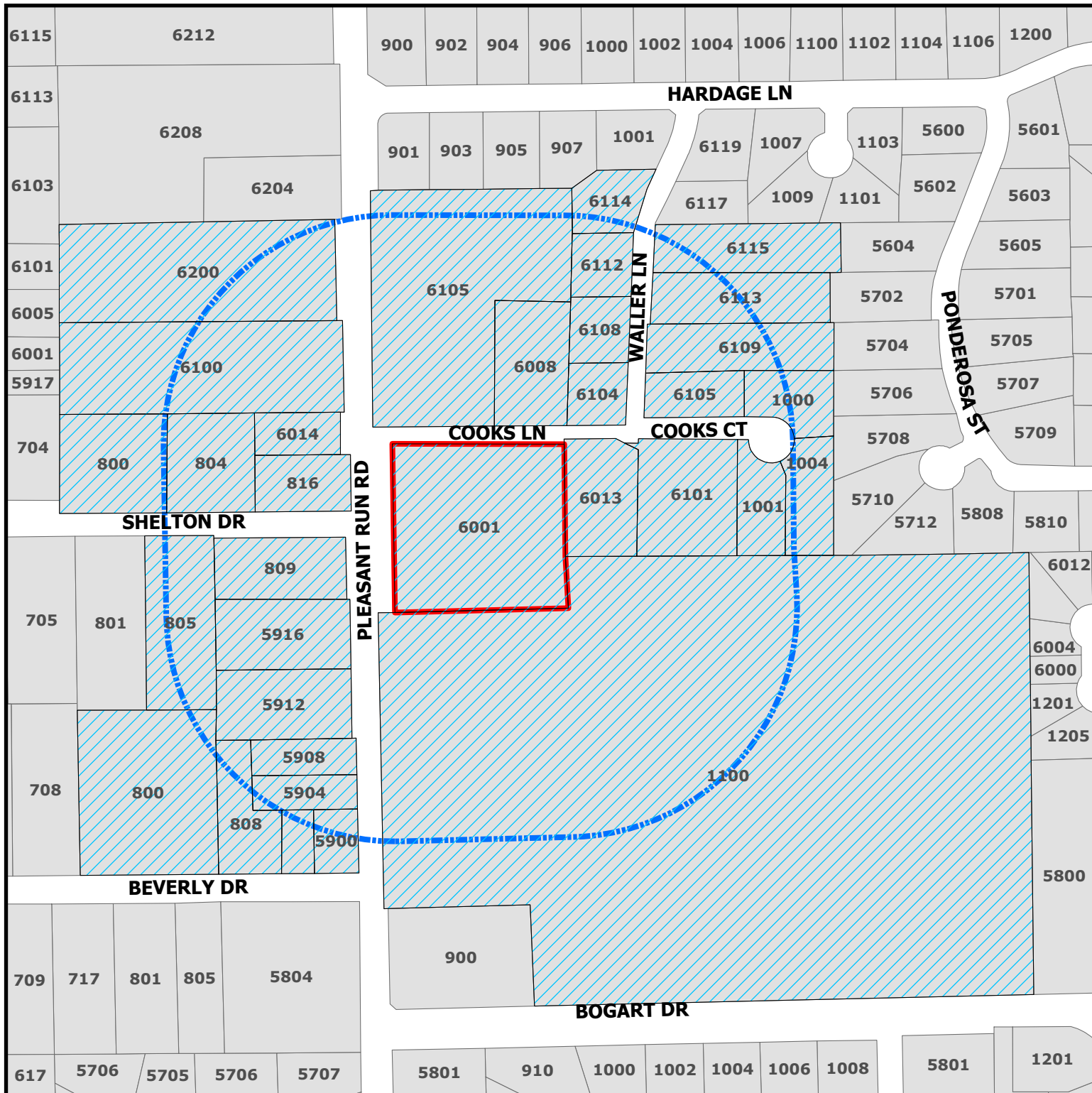
PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:

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

NO.	REVISION	BY	DATE	JOB	026-008
				DATE	8/21/2024
				DESIGNED	K.M.H.
				DRAWN	K.M.H.
				CHECKED	K.M.H.
				TEXAS REGISTERED ENGINEERING FIRM NUMBER F-2560	

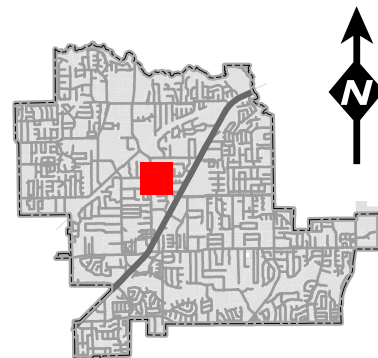
Notification Map



PC24-006

6001 Pleasant Run 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, October 14, 2024 at 7:00 p.m.

City Council Meetings: Wednesday, November 6, 2024 at 7:00 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lots, 1, 2, & 3 Block 1, of the Fegan Addition. The purpose of this plat is to subdivide the land to allow the construction of 2 new single family homes.

Zoning Case: PC24-006

Applicant: Trevor Truss

Owner: Compass Realty LP

Location: 6001 Pleasant Run Rd

Property Description: Lot 1, Block 1, Pleasant Run Church addition

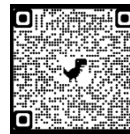
Present Zoning: R-40, Single Family Residential

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

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

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

Citizenletters@Colleyville.com



Kris Potts

Kristopher Potts
Planner

Owner_Name	Situs_Addr
ARMOR CAPITAL LLC	6200 PLEASANT RUN RD
GROSSMAN, LISA	6014 PLEASANT RUN RD
ENGLERT, EVELYN H	6114 WALLER LN
ZIOBER, ALVIN	6109 WALLER LN
NALER, DEE ANN	6101 WALLER LN
GUNNIP, MATTHEW	809 SHELTON DR
PANNO, RYAN	808 BEVERLY DR
WAI, ROBERT	6115 WALLER LN
MILLER, TODD	6113 WALLER LN
DAY, JAMES B	805 SHELTON DR
MCCLURE, RICK	800 BEVERLY DR
PENNINGTON, DAVID F	812 BEVERLY DR
ROBBINS, JANICE W	5900 PLEASANT RUN RD
KAUL, SONIA	5908 PLEASANT RUN RD
MENON, SUNEEL	5904 PLEASANT RUN RD
CRUSON, GLEN A	5916 PLEASANT RUN RD
ABDULLAH, HASSAN	5912 PLEASANT RUN RD
SOUTHERN BAPTISTS OF TEXAS FOUNDATION	6001 PLEASANT RUN RD
MURARI FAMILY REVOCABLE LIVING TRUST DATED MAY	6105 WALLER LN
JUSTICE, ANTHONY	1000 COOKS CT
SHIPP, JORDAN	1004 COOKS CT
HENDRIX, NOELANI	1001 COOKS CT
RICKS, JEROME	816 SHELTON DR
KERLEE, TWYLA	800 SHELTON DR
WALKER, DONNA	804 SHELTON DR
CONGREGATION BETH ISRAEL	6100 PLEASANT RUN RD
COULTER, MONA COOK	6105 PLEASANT RUN RD
MCMEANS, JAY B	6013 COOKS LN
HEDGES, B D	6104 WALLER LN
SRP SUB LLC	6108 WALLER LN
BROOKS, MARCELA	6112 WALLER LN
SLINEY, PAMELA M	6008 COOKS LN
GRAPEVINE, ISD	1100 BOGART DR
HIDDEN OAKS ESTATES	COURTESY NOTICE
LAUREL OAKS ESTATES	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED

From: [REDACTED]
To: [Citizen Letters](#)
Subject: Citizen Letter for Zoning Case PC24-006 - Oct 14th Meeting
Date: Friday, October 11, 2024 10:54:58 AM
Attachments: [image.png](#)
[image.png](#)

Re: Zoning Case PC24-006 (6001 Pleasant Run Rd - Lot 1, Block 1, Pleasant Run Church addition)

Good Morning,

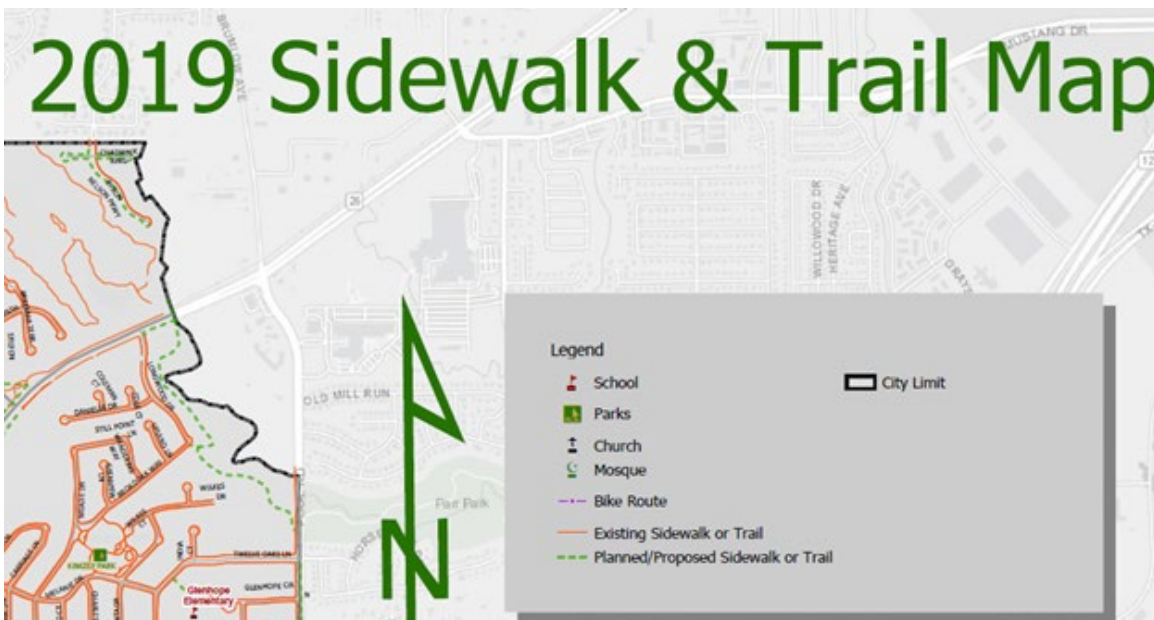
In reviewing the documentation for the above Zoning case and briefly speaking with City personnel, I understand there is still some uncertainty with the addition of sidewalks to all lots (including the church lot). I believe it is an important safety measure for sidewalks to be implemented at all lots along Cooks Ln, especially the Church lot, as it is a very common walking path for children commuting every day to and from Colleyville elementary.

Currently, without sidewalks, the children walk in the road of a skinny Cooks Ln (which can barely fit 2 cars). This is particularly dangerous at the corner intersection of Cooks Ln and Pleasant Run (where the Church is located), as Pleasant Run is very busy with morning traffic and has many cars turning to and from Cooks Ln.

Finally, these applicable sidewalks are already approved, planned, and included on the official Master Colleyville Sidewalk and Trail Plan, being delineated as "planned/proposed" (see images below).

Thank you for your consideration.

Jordan Shipp
1004 Cooks Ct. Colleyville, TX 76034





RESOLUTION R-24-4983

**A RESOLUTION APPROVING A REPLAT FOR LOTS 1, 2, AND 3,
BLOCK 1, FEGAN ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lots 1, 2, and 3, Block 1, Fegan Addition on October 14, 2024.

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

Sec. 1. THAT the Replat for Lots 1, 2, and 3, Block 1, Fegan Addition on approximately 3.08 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 6TH DAY OF NOVEMBER 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



CITY OF COLLEYVILLE

CITY COUNCIL BRIEFING

Agenda Number 6b	Agenda Date 11/6/2024	Number Resolution R-24-4984
Type Resolution		
Department Community Development		

Title

Consideration of a replat for Lot 1R, Block 1, Village Court Addition, being located at 5201 and 5217 Pleasant Run Road, Case PC24-008

Explanation

Reading and Public Hearing

Ethan Hicks, the applicant, has submitted a request for a replat for Lot 1R, Block 1, Village Court, being Lots 1A and 2A, Block 1, Village Court; being approximately 1.93 acres; and zoned RE Single-Family 'Estate' Residential. The purpose is to combine the two lots into one single residential lot and allow for the development of a new single-family home.

Existing Conditions/Background: The subject property is located along Pleasant Run Road on the east side of the street and north of Veranda Lane. The proposed combination of the two lots would conform to the RE district standards. The lots are currently not improved, but have flood plain located within their eastern portions.

Lot Dimensions and Setbacks: The applicant requests to replat the properties into one lot within the RE Residential 'Estate' district. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 s.f.	84,148 s.f.
Minimum Lot Width	200 feet	219.95 feet
Minimum Lot Depth	300 feet	346 feet
Front Building Line	40 feet	
Side Building Line	25 feet	
Rear Building Line	40 feet	
Max. Lot Coverage	20%	
Max. Impervious Coverage	50%	

Surrounding Development: The property to the north is zoned AG Agricultural and is improved with a single-family home and accessory buildings. The properties located to the south and east are located in The Village and are improved with commercial and residential uses in a mixed-use setting. Properties to the west are located in The Village and improved with single-family attached uses. There is also a lot zoned AG Agricultural improved with a metal building.

Analysis: The replat was previously approved by City Council in 2021, but was never recorded with Tarrant County and has expired. The proposed lot is compatible with the RE zoning district and meets the intent of the City's Comprehensive Master Plan.

Plat Status: The property is identified as Lots 1A and 2A, Block1, Village Court.

DRC Review: The DRC met on September 23rd and determined the replat maybe scheduled for the next Planning and Zoning Commission meeting.

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

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations 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.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the plat at their October 14, 2024 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

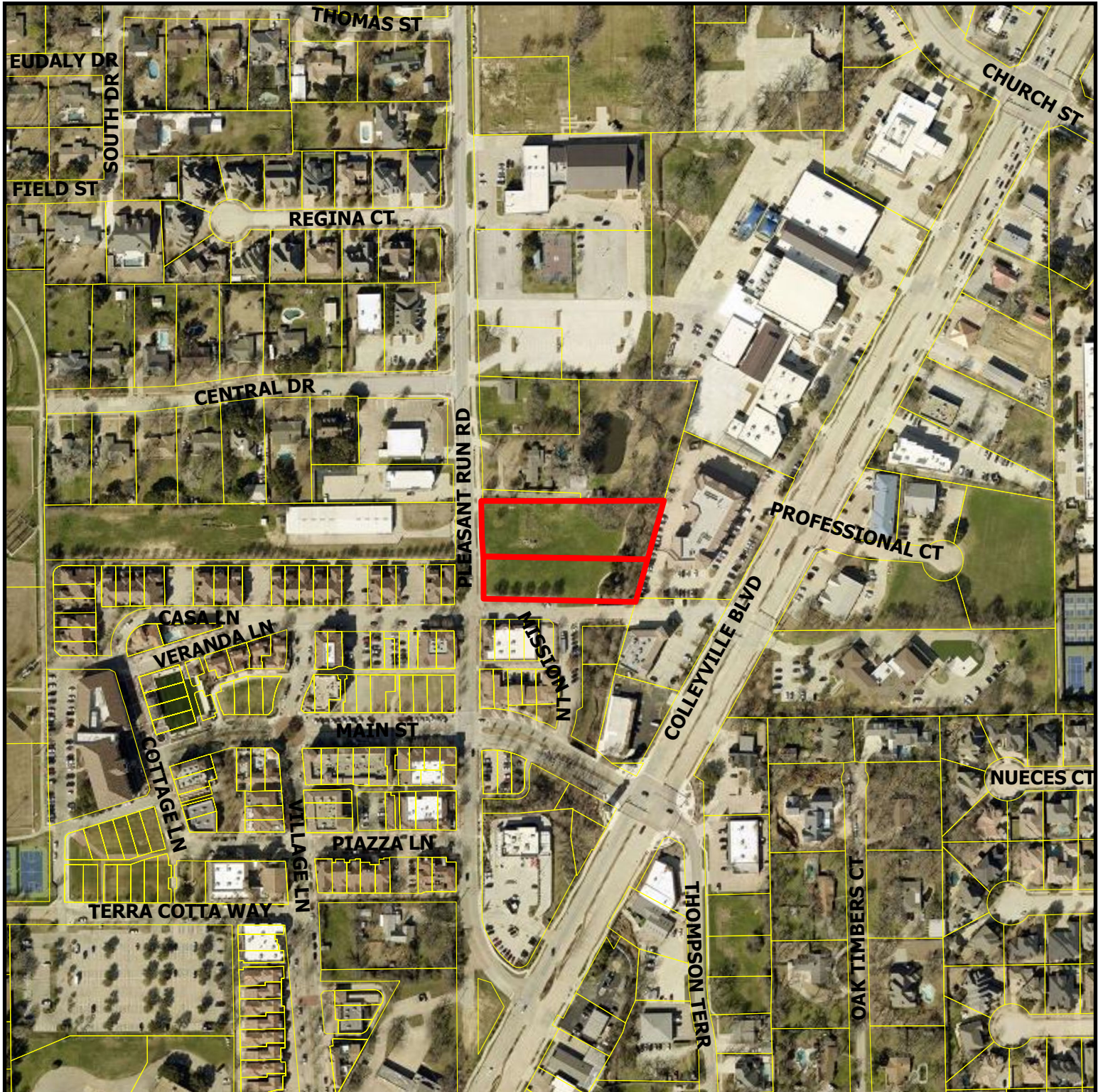
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Topographic Exhibit
6. Notification Map
7. Notification Letter
8. Notification List
9. Resolution R-24-4984

Aerial Map

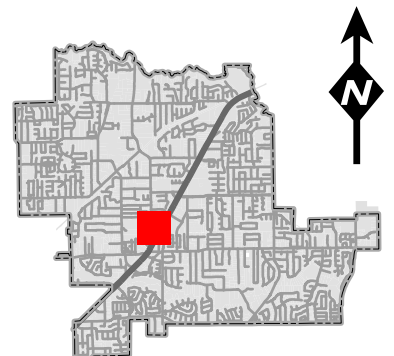


PC24-008

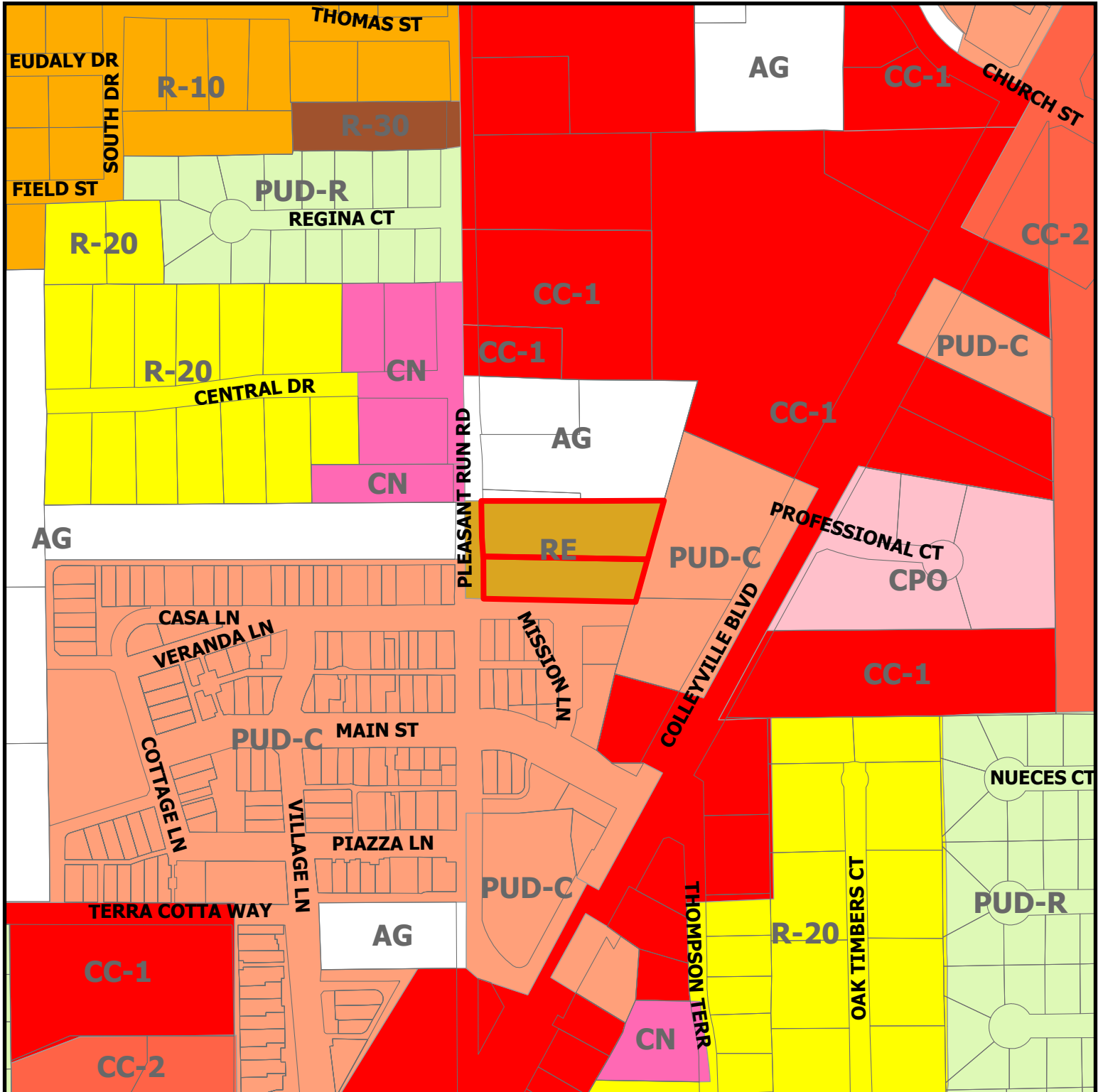
5201 & 5217 Pleasant Run

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

 Subject Property



Zoning Map

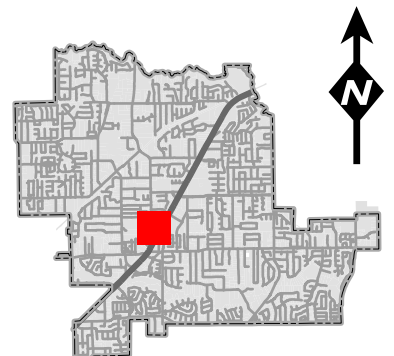


PC24-008

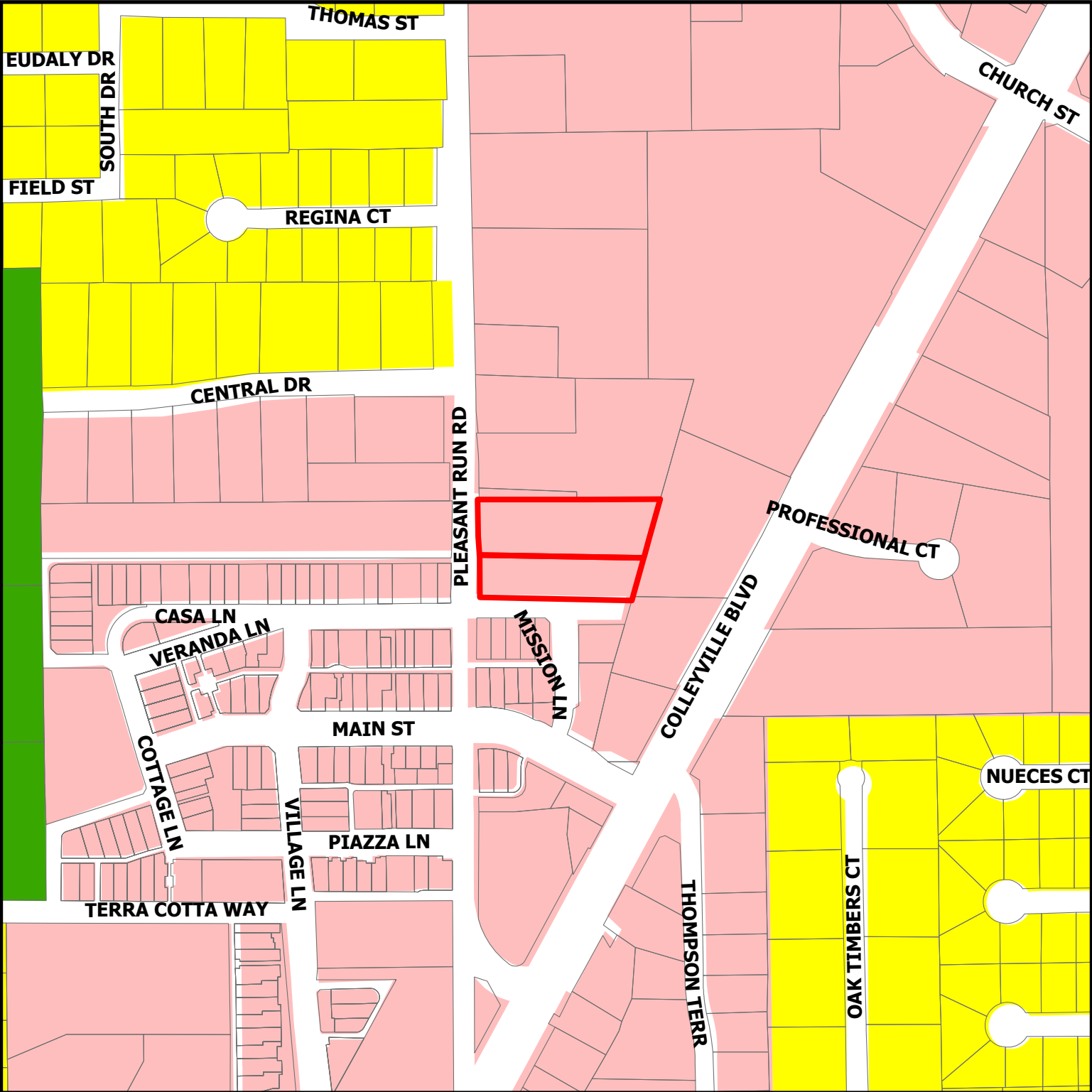
5201 & 5217 Pleasant Run

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

 Subject Property



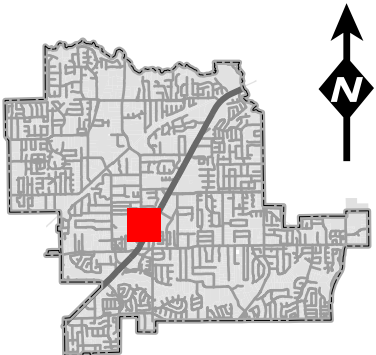
Future Land Use Map



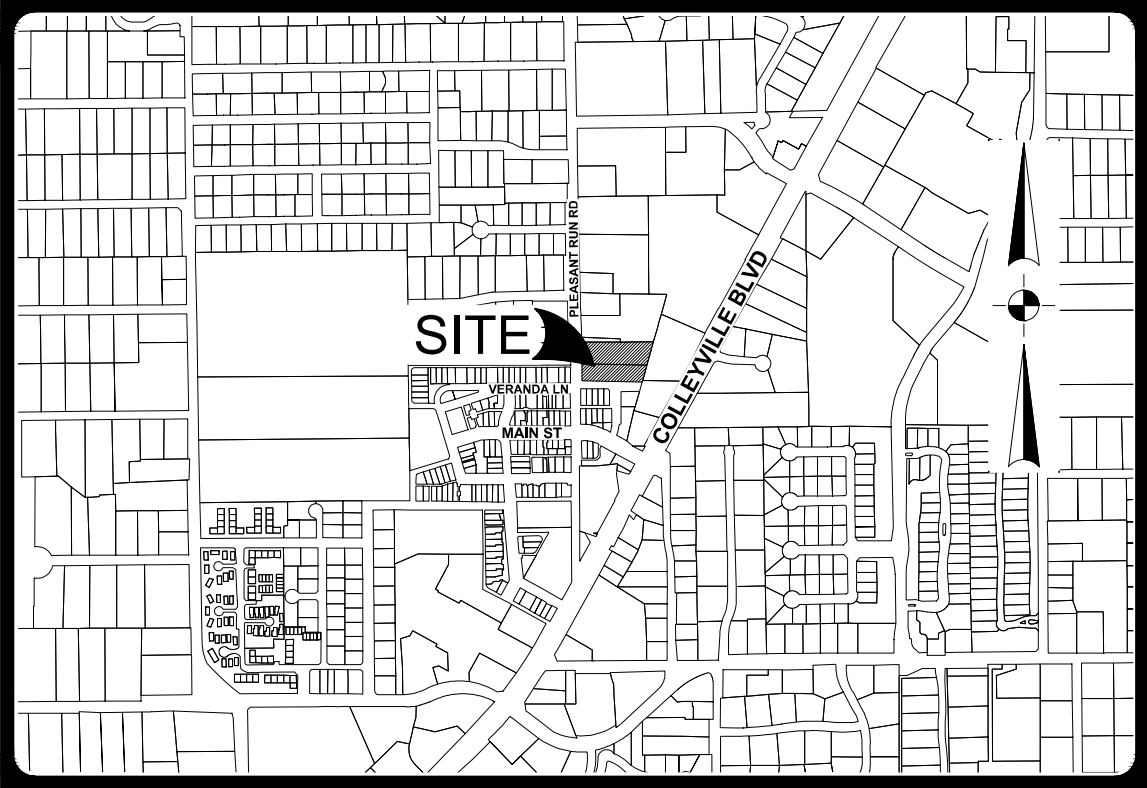
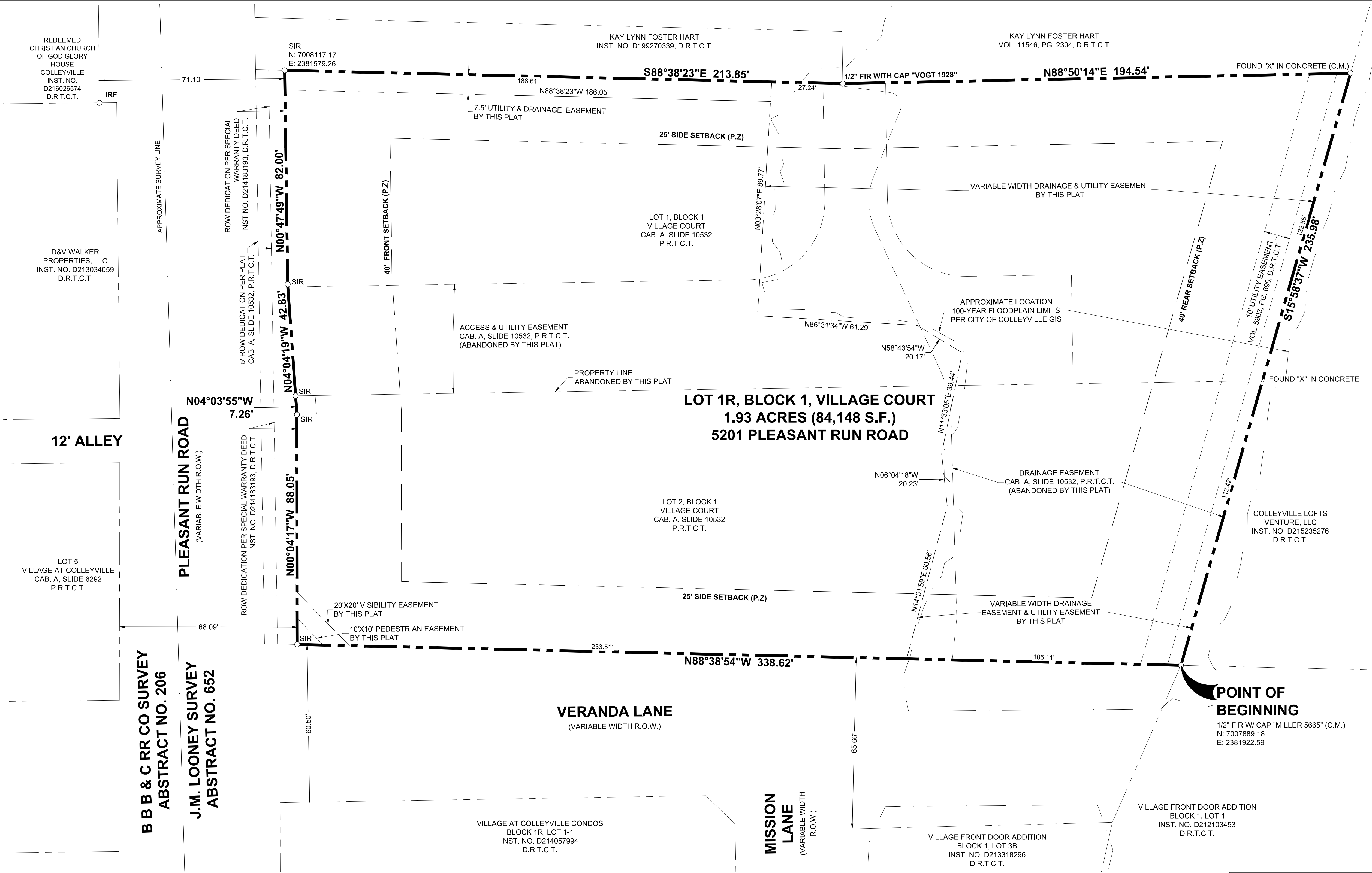
PC24-008

5201 & 5217 Pleasant Run

-  Residential
-  Colleyville Blvd Corridor
-  Open Space; Parks
-  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.



VICINITY MAP
NOT TO SCALE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, WESLEY K. BETTERTON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BELLS, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 9/25/2024

WESLEY K. BETTERTON, R.P.L.S.
NO. 6699

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED WESLEY K. BETTERTON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

NOTES:

- ALL CORNERS ARE SET 1/2 INCH IRON ROD WITH CAP STAMPED "STRAND" OR "X" IN CONCRETE, UNLESS OTHERWISE SHOWN.
- THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM 1983, ADJUSTMENT REALIZATION 2011.
- THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 1 & 2 AND ABANDON AN ACCESS AND UTILITY EASEMENT.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.
- 20'X20' TRIANGLE VISIBILITY EASEMENTS AND 10'X10' TRIANGLE PEDESTRIAN EASEMENTS ARE DEDICATED AT EACH ROW INTERSECTION CORNER AS SHOW. NO TREES, BUSHES, WALLS, SIGNS OR ANYTHING OVER 2 FEET IS ALLOWED WITHIN THE VISIBILITY EASEMENTS.
- ACCORDING TO A GRAPHICAL PLOTTING OF THE FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS, PANEL 95 OF 495, MAP NUMBER 48439C0095K, MAP REVISED DATE: SEPTEMBER 25, 2009, THE SUBJECT TRACT IS SITUATED IN ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS STATEMENT DOES NOT REFLECT ANY TYPE OF FLOOD STUDY BY THIS FIRM. MAP NUMBER 48439C0095K IS THE MOST CURRENT FEMA FIRM AVAILABLE AT THE TIME THIS SURVEY WAS ISSUED.

LEGEND

P.R.T.C.T. - OFFICIAL RECORDS, TARRANT COUNTY, TEXAS
P.A.E. - 10'X10' TRIANGLE PEDESTRIAN ACCESS EASEMENT
D.R.T.C.T. - DEED RECORDS, TARRANT COUNTY, TEXAS
V.E. - 20'X20' TRIANGLE VISIBILITY EASEMENT
CM - CONTROLLING MONUMENT
P.Z. - PER CURRENT ZONING
FIR - FOUND IRON ROD
ROW - RIGHT-OF-WAY

DEDICATION CERTIFICATE

Whereas, Tamara Spicer, is the owner of Lots 1 and 2, Block 1, Village Court, as recorded in Instrument Number D221231047, Deed Records, Tarrant County, Texas, and recorded in Cabinet A, Slide 10532 in the Plat Records, Tarrant County, Texas, out of the J.M. Looney Survey, A-652, in the City of Colleyville, Tarrant County, Texas and being more particularly described as follows:

Beginning at a found 1/2-inch iron rod with cap stamped "Miller 5665", being in the southeast corner of Lot 2, Block 1, being on the north right-of-way line of Veranda Lane (having a variable width public right-of-way), and being in the southwest corner of a tract of land described as in the deed to Colleyville Lofts Venture, LLC, recorded in Instrument Number D215235276, Deed Records, Tarrant County, Texas;

THENCE North 88°38'54" West, with said north right-of-way line, a distance of 338.62 feet, to a set 1/2 inch iron rod with cap stamped "STRAND", being in the intersection of said north right-of-way line and the east right-of-way line of Pleasant Run Road (having a variable width right-of-way);

THENCE North 00°04'17" West, with said east right-of-way line, a distance of 88.05 feet, to a set 1/2 inch iron rod with "STRAND" cap;

THENCE North 04°03'55" West, continuing with said east right-of-way line, a distance of 7.26 feet, to a set 1/2 inch iron rod with "STRAND" cap;

THENCE North 04°04'19" West, a distance of 42.83 feet, to a set 1/2 inch iron rod with "STRAND" cap;

THENCE North 00°47'49" West, a distance of 82.00 feet, to a set 1/2 inch iron rod with "STRAND" cap, being in the north line of Lot 1, Block 1;

THENCE South 88°38'23" East, leaving said east right-of-way line, with said north line, a distance of 213.85 feet, to a found 1/2-inch iron rod with cap stamped "VOGT 1928", being in the southeast corner of a tract of land described as Redeemed Christian Church of God Glory House Colleyville, recorded in Instrument Number D216026574, Deed Records, Tarrant County, Texas;

THENCE North 88°50'14" East, continuing with said north line, a distance of 194.54 feet, to a found "X" in concrete, being in the southeast corner of a tract of land described as Hart Kay Lynn Foster, recorded in Volume 11546, Page 2304, Deed Records, Tarrant County, Texas;

THENCE South 15°58'37" West, leaving said north line, with west line of said Colleyville Lofts Venture, a distance of 235.98 feet, to the POINT OF BEGINNING and containing 84,148 square feet, 1.93 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That **TAMARA SPICER**, the Owner, does hereby adopt this plat designating the herein before described property as **LOT 1R, BLOCK 1, VILLAGE COURT**, and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever any street, right-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness by our hands this _____ day of _____, 20____.

By: _____
TAMARA SPICER - Owner

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TAMARA SPICER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My commission expires: _____

PLANNING AND ZONING COMMISSION APPROVAL:

WHEREAS, The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 20____, to approve this plat

Chairman, Planning and Zoning Commission

Attest Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL:

WHEREAS, The City Council of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 20____, to approve this plat

Chairman, Planning and Zoning Commission

Attest Secretary, Planning and Zoning Commission

DEVELOPER / OWNER:

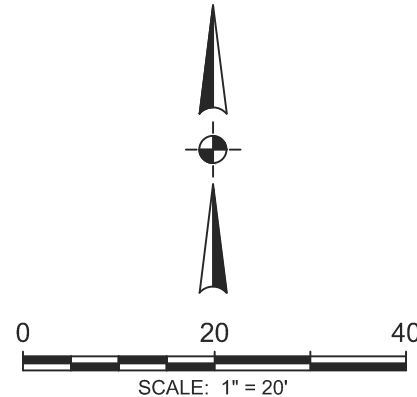
TAMARA SPICER
90 CASA LANE
COLLEYVILLE, TX 76034

ENGINEER/SURVEYOR

STRAND
10003 WEST TECHNOLOGY BLVD.
DALLAS, TEXAS, 75220
972-620-8204
WESLEY.BETTERTON@STRANDAE.COM



10003 WEST TECHNOLOGY
BLVD. WEST
DALLAS, TX 75220
972-620-8204
TBPELS FIRM NO: 10194076
DATE: 9/25/2024



**REPLAT
VILLAGE COURT
LOT 1R, BLOCK 1**

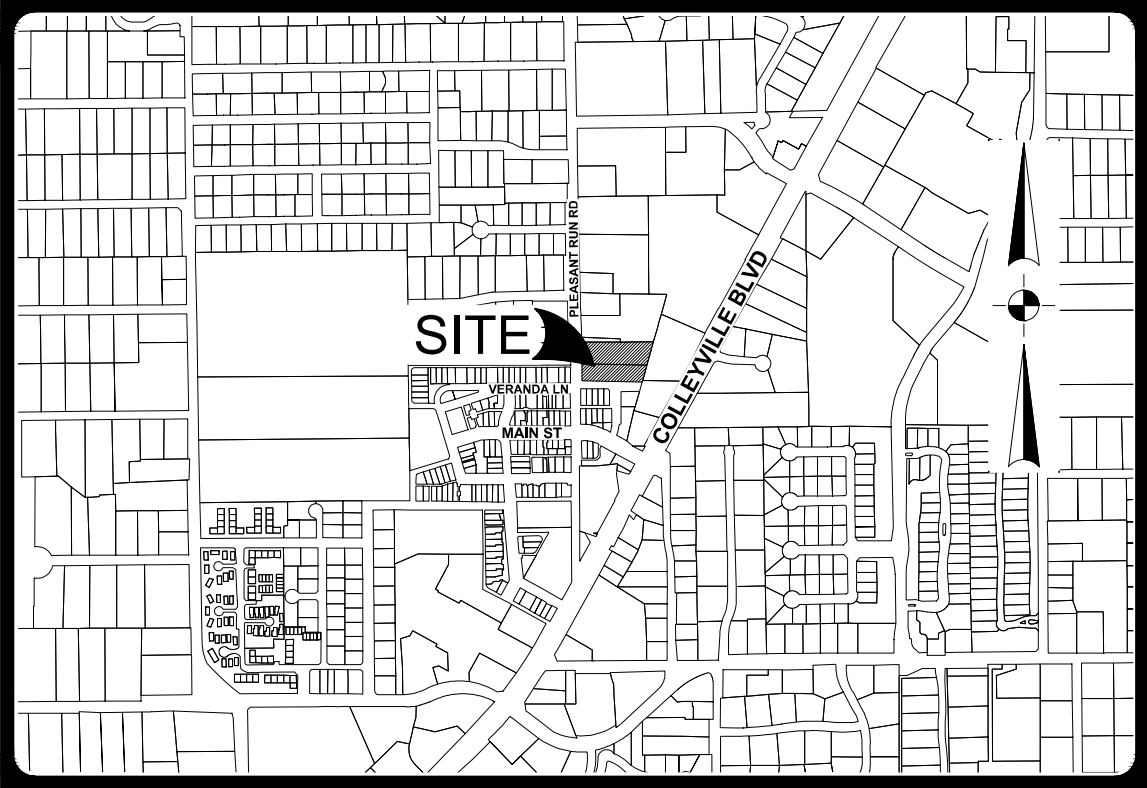
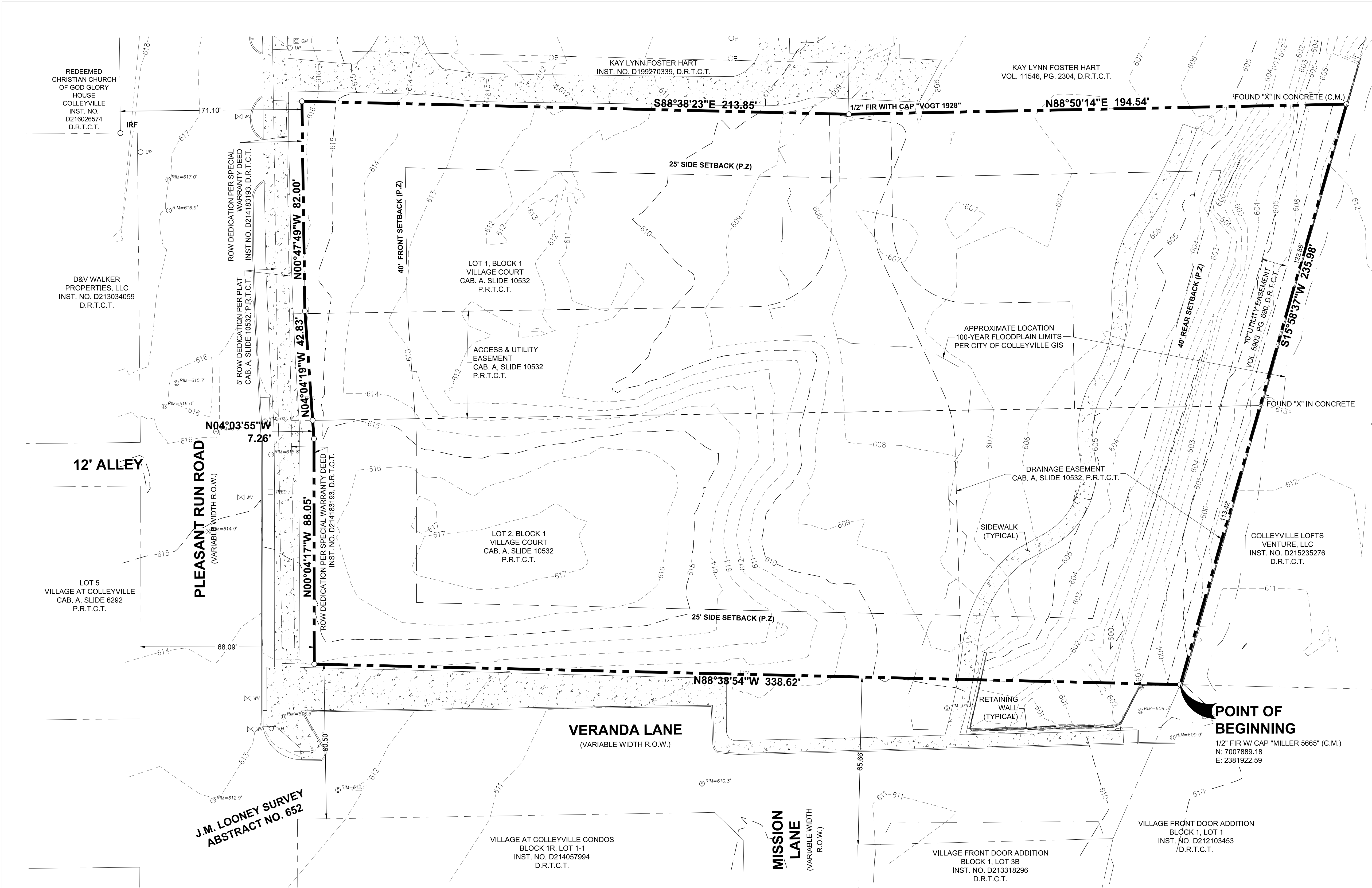
A REPLAT OF LOTS 1 AND 2, BLOCK 1, VILLAGE COURT

AS RECORDED IN CABINET A, SLIDE 10532
PLAT RECORDS, TARRANT COUNTY, TEXAS
SITUATED IN THE J.M. LOONEY SURVEY, A-652
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

1 LOT

JOB NO.: 2110522

SHEET 1 OF 1



VICINITY MAP
NOT TO SCALE

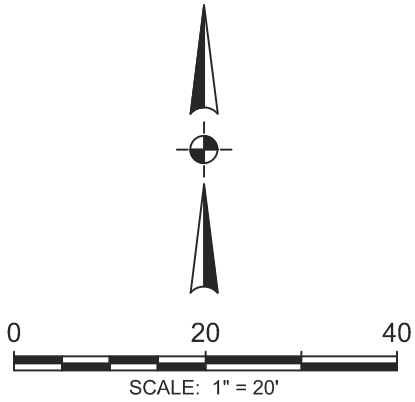
LEGEND	
—	FENCE
⊕	FIRE HYDRANT
⊕	GAS VALVE
⊕	SANITARY SEWER MANHOLE
⊕	STORM WATER MANHOLE
⊕	TELEPHONE PEDESTAL
⊕	TRANSFORMER
⊕	WATER VALVE
⊕	WATER MANHOLE
⊕	WATER METER
⊕	A/C UNIT

ABBREVIATION LEGEND
P.R.T.C.T. - OFFICIAL RECORDS, TARRANT COUNTY, TEXAS
P.A.E. - 10'X10' TRIANGLE PEDESTRIAN ACCESS EASEMENT
D.R.T.C.T. - DEED RECORDS, TARRANT COUNTY, TEXAS
V.E. - 20'X20' TRIANGLE VISIBILITY EASEMENT
CM - CONTROLLING MONUMENT
P.Z. - PER CURRENT ZONING
FIR - FOUND IRON ROD
ROW - RIGHT-OF-WAY

- NOTES:
- ACCORDING TO A GRAPHICAL PLOTTING OF THE FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS, PANEL 95 OF 495, MAP NUMBER 48439C0095K, MAP REVISED DATE: SEPTEMBER 25, 2009, THE SUBJECT TRACT IS SITUATED IN ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS STATEMENT DOES NOT REFLECT ANY TYPE OF FLOOD STUDY BY THIS FIRM. MAP NUMBER 48439C0095K IS THE MOST CURRENT FEMA FIRM AVAILABLE AT THE TIME THIS SURVEY WAS ISSUED.
 - THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM 1983, ADJUSTMENT REALIZATION 2011.

LEGAL DESCRIPTION

Whereas, Tamara Spicer, is the owner of Lots 1 and 2, Block 1, Village Court, as recorded in Instrument Number D221231047, Deed Records, Tarrant County, Texas, and recorded in Cabinet A, Slide 10532 in the Plat Records, Tarrant County, Texas, out of the J.M. Looney Survey, A-652, in the City of Colleyville, Tarrant County, Texas.



TOPOGRAPHIC EXHIBIT
VILLAGE COURT

LOTS 1 AND 2, BLOCK 1, VILLAGE COURT
AS RECORDED IN CABINET A, SLIDE 10532
PLAT RECORDS, TARRANT COUNTY, TEXAS
SITUATED IN THE J.M. LOONEY SURVEY, A-652
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

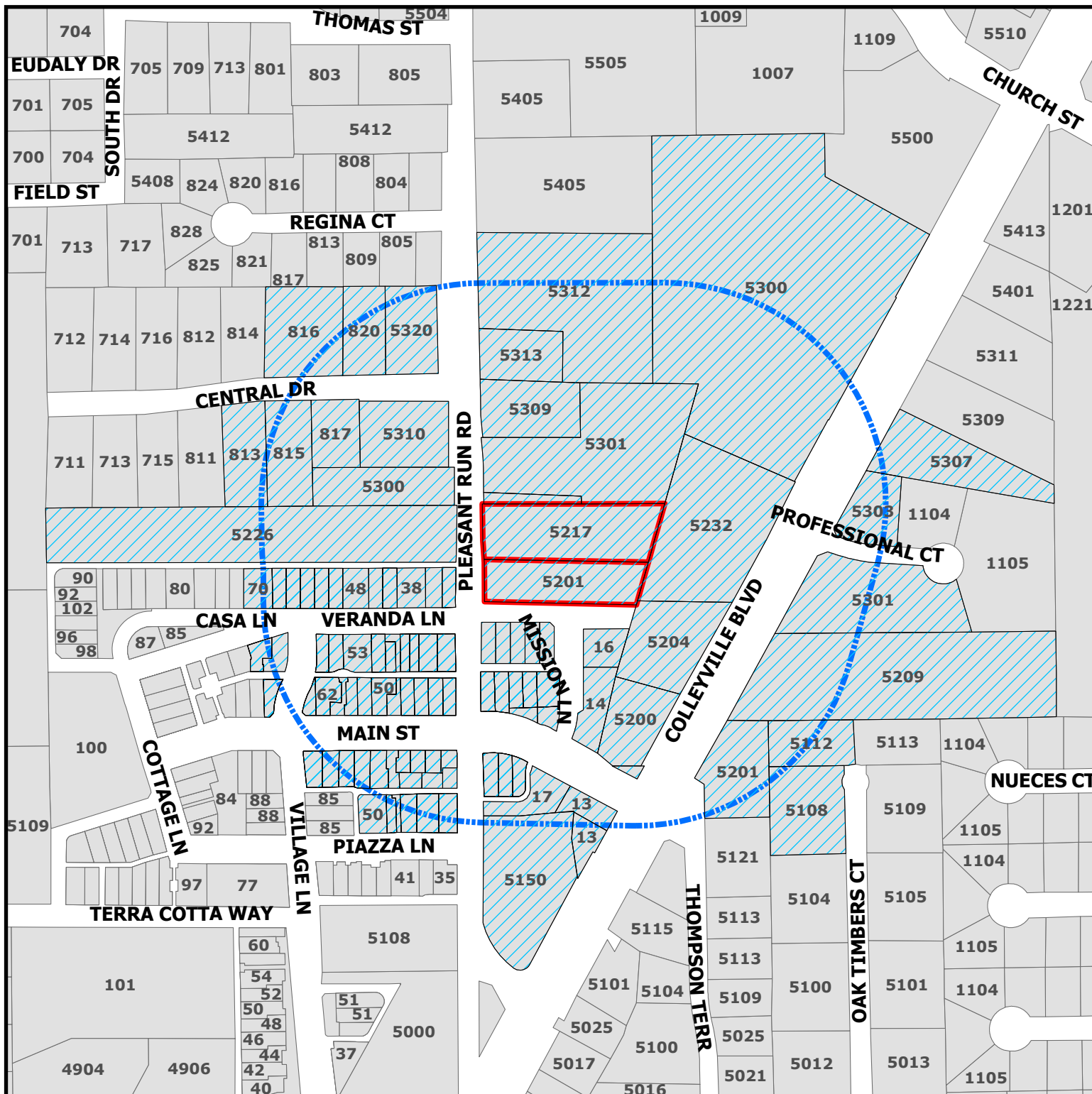
DEVELOPER / OWNER:
TAMARA SPICER
90 CASA LANE
COLLEYVILLE, TX 76034

ENGINEER/SURVEYOR
STRAND
10003 WEST TECHNOLOGY BLVD.
DALLAS, TEXAS, 75220
972-620-8204
WESLEY.BETTERTON@STRANDAE.COM



10003 WEST TECHNOLOGY
BLVD. WEST
DALLAS, TX 75220
972-620-8204
TBPELS FIRM NO: 10194076
DATE: 9/12/2024

Notification Map

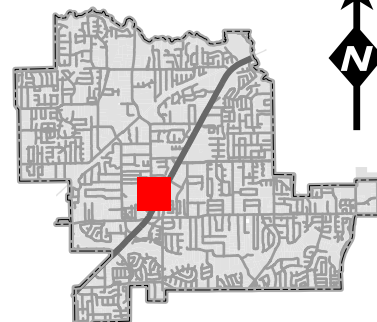


PC24-008

5201 & 5217 Pleasant Run

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.

-  Parcels to be notified
-  Buffer
-  Subject Property





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, October 14, 2024 at 7:00 p.m.

City Council Meetings: Wednesday, November 6, 2024 at 7:00 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lot 1R, Block 1, Village Court Addition, being located at 5201 and 5217 Pleasant Run Road. The purpose of the plat is to combine the property into a single lot.

Zoning Case: PC24-008

Applicant: Ethan Hicks

Owner: Tamara Spicer

Location: 5201 & 5217 Pleasant Run Rd

Property Description: Lot 1A & 2A, Block 1, Village Court addition

Present Zoning: RE – Single Family Estate Residential

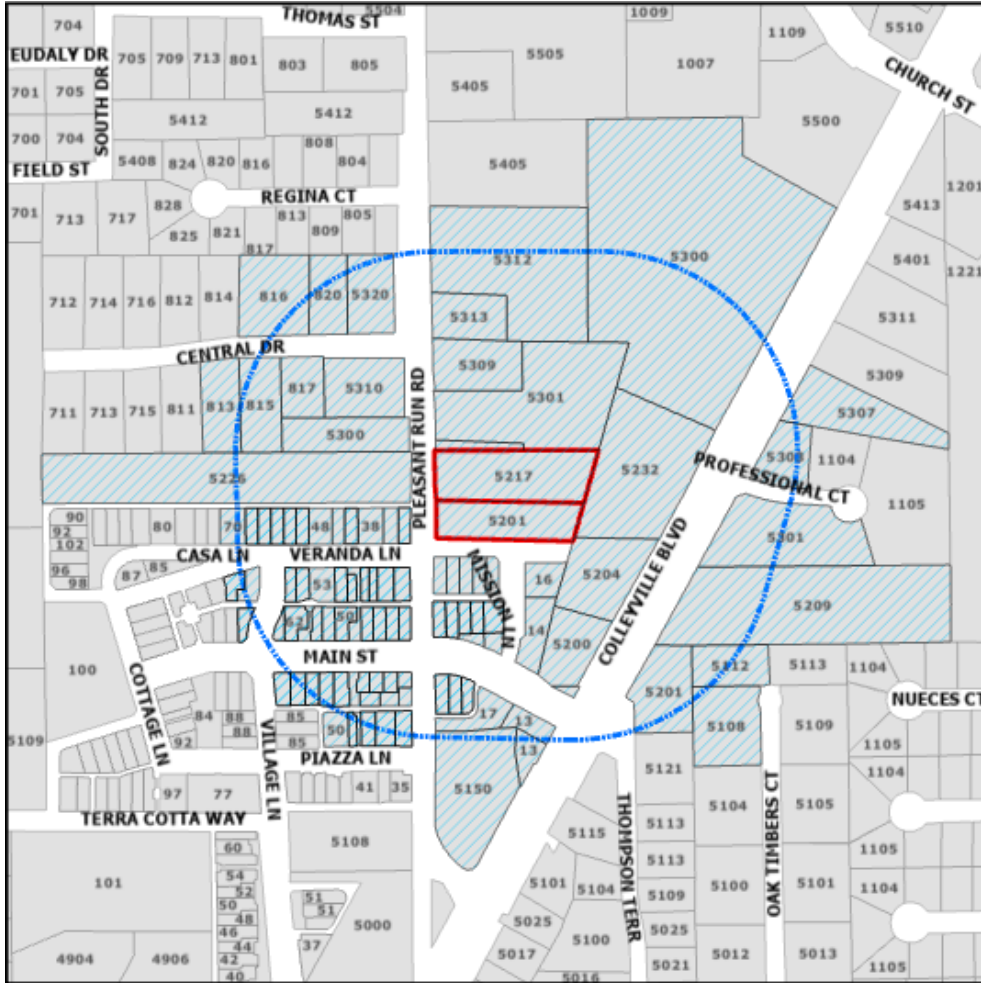
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

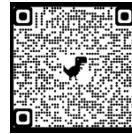
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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

Owner_Name	Situs_Addr
COLLEYVILLE LOFTS VENTURE LLC	5232 COLLEYVILLE BLVD
FIRST BAPTIST CH COLLEYVILLE	5300 COLLEYVILLE BLVD
BEAM REAL ESTATE LLC	5200 COLLEYVILLE BLVD
REDEEMED CHRISTIAN CHURCH OF GOD GLORY HOUSE	5300 PLEASANT RUN RD
NORTH, MARK	5108 OAK TIMBERS CT
BARNARD PARTNERS XIII LTD	5301 COLLEYVILLE BLVD
KIPTON ANDERSON INVESTMENTS LL	5303 COLLEYVILLE BLVD
ISBELL, STEVE E	5112 OAK TIMBERS CT
BETHEL METHODIST CHURCH OF NORTH TEXAS	5310 PLEASANT RUN RD
FIGUEROA FAMILY REVOCABLE TRUST	817 CENTRAL DR
GROFFMAN, STEVEN	815 CENTRAL DR
GABLE, MICHAEL	813 CENTRAL DR
DS & RS PROPERTIES LLC	5320 Pleasant Run RD
EARTH TO MOON REALTY LLC	820 CENTRAL DR
LALA FAMILY TRUST	816 CENTRAL DR
C & S SKY BLUE CORPORATION	5307 COLLEYVILLE BLVD
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD
FEGAN, DENNIS JOHN	5309 PLEASANT RUN RD
SUNDER HOLDINGS LLC	5201 COLLEYVILLE BLVD
BURDETTE, DONNA E	77 VERANDA LN
KREIDER, LORRAINE	79 VERANDA LN
PREWITT LEASING INC	97 VILLAGE LN
TAP REALTY LLC	23 MISSION LN
SALA LIFE TRUST	35 VERANDA LN
SC VILLAGE MAIN STREET LLC	50 MAIN ST
BOCALEON TEXAS LLC	62 MAIN ST
62 MAIN STREET LLC	62 MAIN ST
FERGUSON & ASSOCIATES LLC	62 MAIN ST
LFA PROPERTIES LLC	62 MAIN ST
VILLAGE MANAGEMENT LTD	76 MAIN ST
EQUITY TRUST COMPANY CUSTODIAN FBO GARY PANN	76 MAIN ST
HESLAND LLC	26 MAIN ST
TMAAC LLC	33 MAIN ST
REED, JANET LEE	33 MAIN ST
CARDINI, ANTOINETTE	33 MAIN ST
XU, SHENG	33 MAIN ST
BROWN FABIO, RITA	33 MAIN ST
WADLEY FAMILY HOLDING INC	33 MAIN ST
NGUYEN, DIEM THUY	33 MAIN ST
FARRAR, NANCY KAREN	33 MAIN ST
PILGRIM, DEBBIE K	33 MAIN ST
CASEY, CONNOR	33 MAIN ST
GILLILAND, DOUGLAS H	55 MAIN ST
JORDAN FAMILY TRUST	55 MAIN ST
BROOKS, FRANCES B	55 MAIN ST
PETERSDORF, SANDRA	55 MAIN ST
HARTIGAN FAMILY TRUST	55 MAIN ST
55 MAIN HOLDINGS LLC	55 MAIN ST
MATYAS, YIRI	55 MAIN ST
PARKER, JAMES	46 PIAZZA LN
NEWLIN, TAMRA	46 PIAZZA LN
ROGERS, J ANDREW	30 PIAZZA LN
PETERSON, ANNE	34 PIAZZA LN
NIEWOLNY, DEAN	38 PIAZZA LN
SHEMAKER, SIMON	32 VERANDA LN
SHEWMAKER, SIMON	32 VERANDA LN
JOHN MCNEEL & SYLVIE MCNEEL REVOCABLE LIVING TR	34 VERANDA LN
GIUSTINIANO CHERYL ANNE	42 VERANDA LN
RUDOLPH, CHRIS	44 VERANDA LN
BELL, WILLIAM M	60 VERANDA LN
ZRB CAPITAL PARTNERS LLC - SERIES 2 VERANDA	62 VERANDA LN
ANDREW LIVING TRUST	64 VERANDA LN
REX AND MELANIE PITTS REVOCABLE TRUST	66 VERANDA LN
PITTS, REX A	66 VERANDA LN
NORWOOD, TODD	68 VERANDA LN
VILLAGE OWNERS ASSOCIATION INC	42 PIAZZA LN
SPICER, TAMARA	5201 PLEASANT RUN RD
DDK REAL ESTATE INV LLC	5204 COLLEYVILLE BLVD
VILLAGE MONTICELLO PRNTS LTD	14 MAIN ST
BAJRAM & RUZDI INVESTMENTS LLC	5150 COLLEYVILLE BLVD
D & V WALKER PROPERTIES LLC	5226 PLEASANT RUN RD
RIVERWALK AT COLLEYVILLE	COURTESY NOTICE
COLLEYVILLE HEIGHTS	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED

RESOLUTION R-24-4984

**A RESOLUTION APPROVING A REPLAT FOR LOT 1R, BLOCK 1,
VILLAGE COURT**

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lot 1R, Block 1, Village Court, on October 14, 2024.

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

Sec. 1. THAT the replat, for Lot 1R, Block 1, Village Court on approximately 1.93 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 6TH DAY OF NOVEMBER 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	_____		

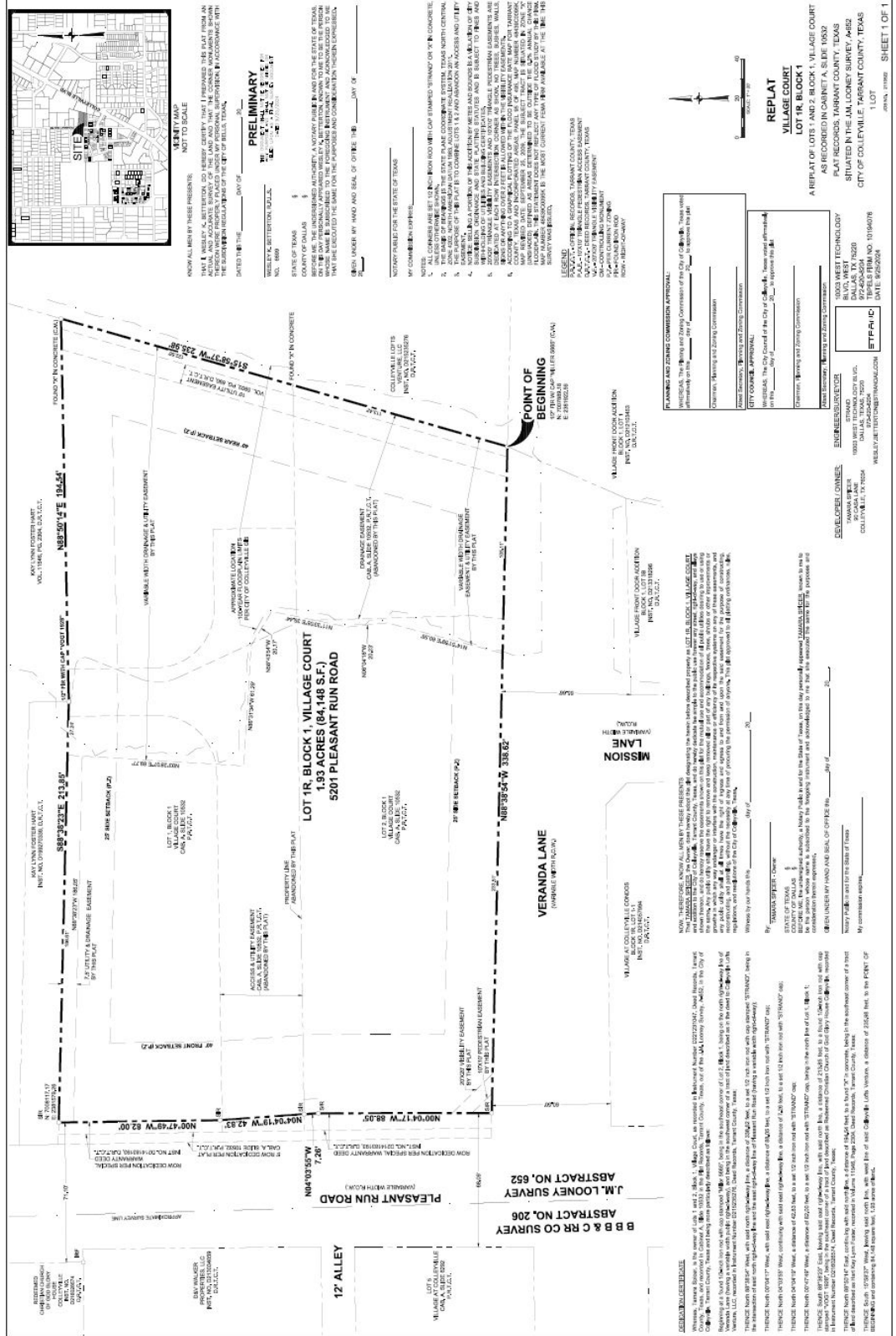
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A" - Plat Exhibit



REPLAT
VILLAGE COURT
LOT 1R, BLOCK 1, VILLAGE COURT
AS RECORDED IN TARRANT COUNTY, TEXAS
PLAT RECORDS, TARRANT COUNTY, TEXAS
SITUATED IN THE ALMOY SURVEY, A252
CITY OF COLLEUM, TARRANT COUNTY, TEXAS
1 LOT

PLANNING AND ZONING COMMISSION APPROVAL:
This plat has been reviewed and approved by the Planning and Zoning Commission of the City of Dallas, Texas, on this _____ day of _____, 2018.
Commissioner, Planning and Zoning Commission
City of Dallas, Texas

CITY COUNCIL APPROVAL:
This plat has been reviewed and approved by the City Council of the City of Dallas, Texas, on this _____ day of _____, 2018.
City Council, City of Dallas, Texas

ENGINEER'S CERTIFICATE:
I, the undersigned, being a duly licensed Professional Engineer in the State of Texas, do hereby certify that the foregoing plat is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

NOTARIAL PUBLIC:
I, _____, Notary Public in and for the State of Texas, do hereby certify that the foregoing plat is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

WITNESSES:
We, the undersigned, being duly qualified witnesses, do hereby certify that the foregoing plat is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

DEED:
This deed is made this _____ day of _____, 2018, between _____ of the County of _____, State of _____, and _____ of the County of _____, State of _____, for and in consideration of the sum of _____ Dollars, to _____ of the County of _____, State of _____, the receipt of which is hereby acknowledged.

WITNESSES:
We, the undersigned, being duly qualified witnesses, do hereby certify that the foregoing deed is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

NOTARIAL PUBLIC:
I, _____, Notary Public in and for the State of Texas, do hereby certify that the foregoing deed is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

WITNESSES:
We, the undersigned, being duly qualified witnesses, do hereby certify that the foregoing deed is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

DEED:
This deed is made this _____ day of _____, 2018, between _____ of the County of _____, State of _____, and _____ of the County of _____, State of _____, for and in consideration of the sum of _____ Dollars, to _____ of the County of _____, State of _____, the receipt of which is hereby acknowledged.

WITNESSES:
We, the undersigned, being duly qualified witnesses, do hereby certify that the foregoing deed is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.

NOTARIAL PUBLIC:
I, _____, Notary Public in and for the State of Texas, do hereby certify that the foregoing deed is a true and correct representation of the land described therein, and that the same has been prepared in accordance with the laws of the State of Texas, and that the same has been prepared in accordance with the rules and regulations of the State Board of Engineering Examiners.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c

Agenda Date 11/6/2024

Number Resolution R-24-4985

Type Resolution

Department Community Development

Title

Consideration of a resolution for the abandonment of right-of-way for Lot 1, Block 1, 5520 Colleyville Addition

Explanation

Reading and Public Hearing

Benchmark Group of Texas, the applicant, has submitted a request for a right-of-way (ROW) abandonment at 5520 Colleyville Boulevard, known as Lot 1A, Block 1, N3 Development Addition, being a 25 foot right-of-way area being a portion of the old Church Street roadway.

Existing Conditions/Background: The subject property is generally located on the west side of Colleyville Boulevard and north of Church Street. The property is currently developed as part of the Wells Fargo Bank site. The 25 foot ROW area is a remnant of the old alignment of Church Street.

Analysis: The applicant has requested the entire ROW area be abandoned so they may replat the area into the existing bank lot (concurrently filed as PC24-009).

Background: This ROW existed as the old alignment of Church Street and is no longer needed for the street. Presently, there is a public water line and sanitary sewer line within the ROW. The area also provided common access and shared parking with the retail development to the north. The plat, if approved, dedicates both a utility easement and a common access/shared parking easement.

Authority: The City Council is responsible for any action to abandon the ROW pursuant to state law and the City's Charter. Accordingly, the City Council may approve or deny the applicant's request; or, alternatively, the City Council may condition the approval on the applicant relocating the ROW (if feasible) to an agreed location to preserve the City's public access across the property. Any action on this item requires a simple majority vote of the City Council and would not constitute action on the applicant's concurrent replat case.

Required Action: If the City Council desires to abandon the ROW, the method for doing so would be by resolution or ordinance, which must contain a legal description of the ROW to be abandoned and be filed in the real property records for Tarrant County. The applicant's replat will be required to reference the filed resolution or ordinance

abandoning the ROW. Conversely, action to deny applicant's request will result in the ROW remaining on the property.

Plat Status: The property is adjacent to the platted Lot 1A, Block 1, N3 Development Addition and is proposed to be added to the lot as part of the bank lot.

DRC Review: The DRC reviewed the request during their September 23, 2024, meeting and determined the application was complete and may be scheduled for the City Council meeting associated with the replat.

Drainage: NA

Surrounding Development: The properties to the north and east are zoned CC-2 Shopping Center and developed with retail uses. The property to the south is zoned PUD-C and is improved with a Starbuck's business.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property as part of the Colleyville Boulevard Corridor.

Financial Impact

There is no financial impact to the City.

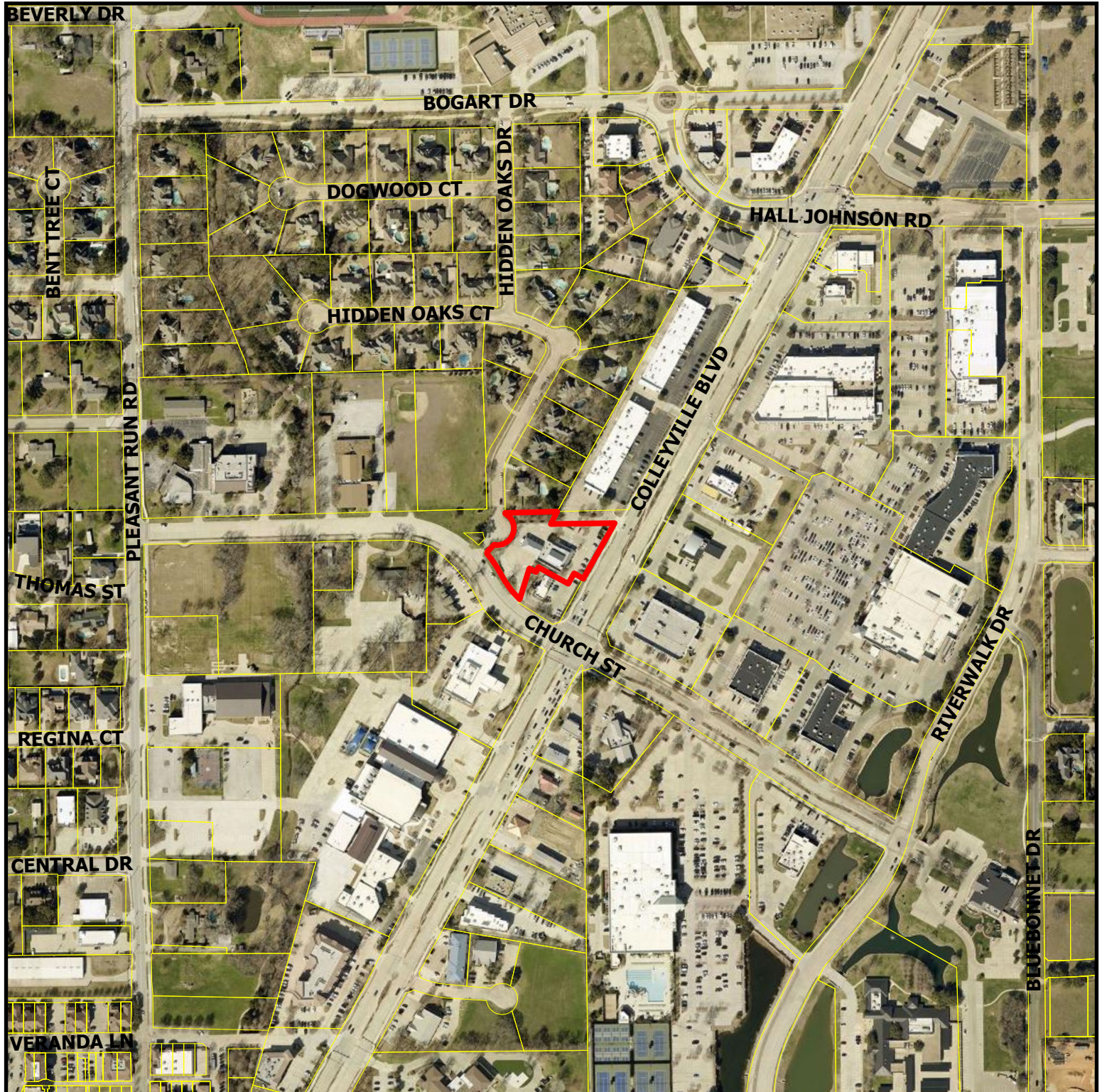
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. R.O.W. Abandonment Exhibit
6. Notification Map
7. Notification List
8. Notification Letter
9. Resolution R-24-4985

Aerial Map

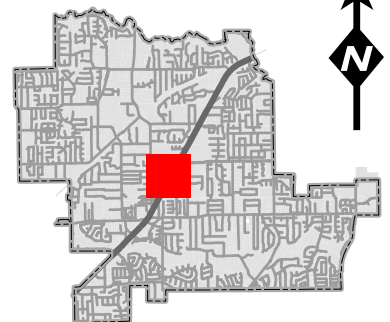


PC24-009

5520 Colleyville Blvd

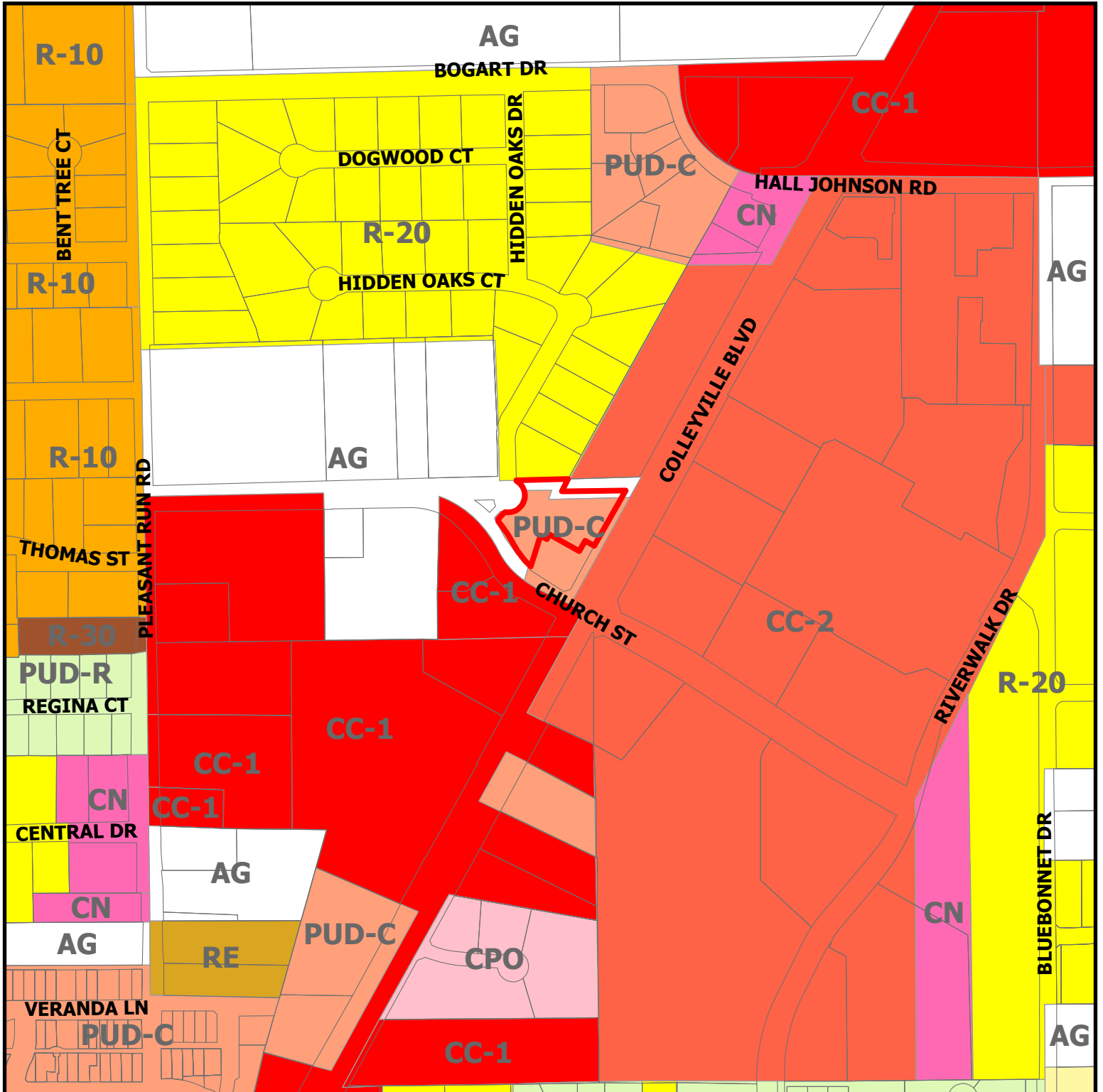


Subject Property



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

Zoning Map

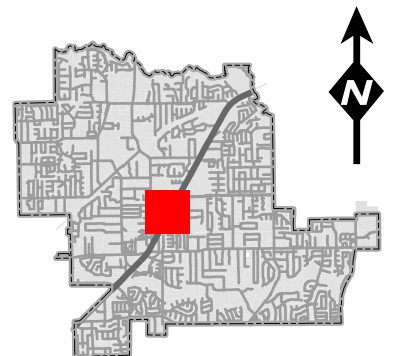


PC24-009

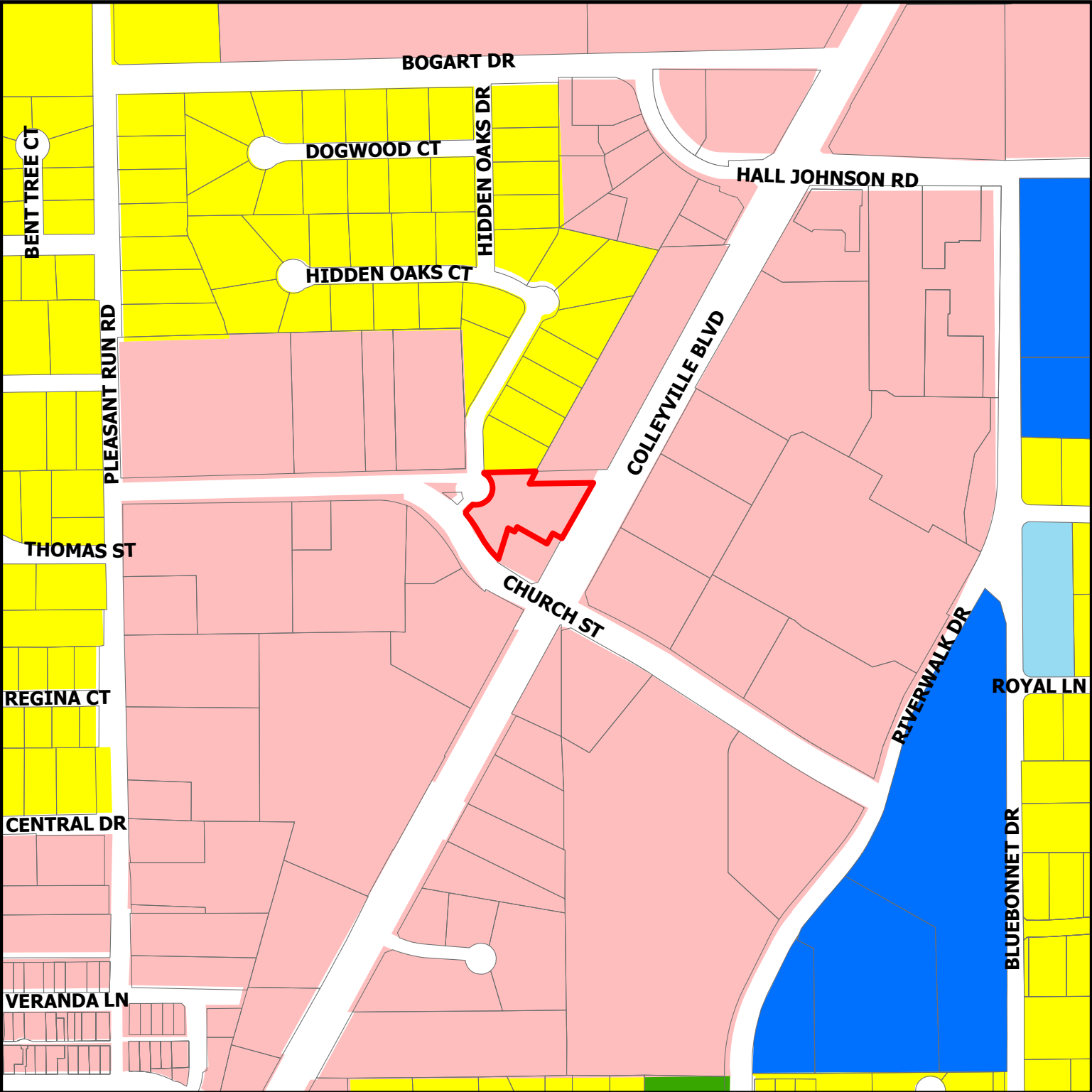
5520 Colleyville Blvd

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

 Subject Property



Future Land Use Map



PC24-009

5520 Colleyville Blvd

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

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

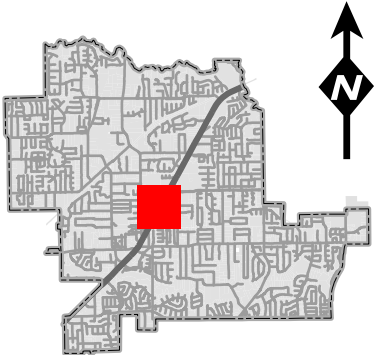


EXHIBIT "A"

DESCRIPTION OF TO BE ABANDONED RIGHT-OF-WAY

BEING 0.1003 ACRES OF LAND LOCATED IN THE NANCY B. LOONEY SURVEY ABSTRACT NO. 937, BEING ALL OF THE REMAINDER OF OLD CHURCH STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A TXDOT MONUMENT DISC IN CONCRETE FOUND FOR THE NORTHEAST CORNER OF THE REMAINDER OF LOT 1, BLOCK 1, OF THE N3 DEVELOPMENT ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TEXAS, AS RECORDED ON THE PLAT THEREOF IN CABINET A, SLIDE 12775, PLAT RECORDS, TARRANT COUNTY, TEXAS, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COLLEYVILLE BOULEVARD AND, BEING ALSO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE COMMON LINES OF THE AFOREMENTIONED LOT 1 OF THE N3 DEVELOPMENT ADDITION AND THE HEREIN DESCRIBED TRACT FOR THE FOLLOWING COURSES AND DISTANCES:

S 89°01'42"W FOR A DISTANCE OF 170.06 FEET TO A 5/8" FOUND IRON ROD WITH CAP STAMPED "WELLS";

N 29°21'38"E FOR A DISTANCE OF 27.85 FEET TO A POINT FOR CORNER FROM WHICH A 5/8" FOUND IRON ROD WITH CAP STAMPED "WELLS" BEARS N89°21'23"E AT A DISTANCE OF 1.0 FEET, SAID POINT FOR CORNER BEING THE SOUTHEAST CORNER OF LOT 12, THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, OF THE TOWNE SQUARE ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, AS RECORDED IN VOLUME 164, PAGE 93, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE N89°14'46"E ALONG THE COMMON LINE OF LOT 1 OF THE TOWN SQUARE ADDITION AND THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 183.53 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "BGT" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBE TRACT, BEING THE NORTHEASTERLY CORNER OF THE AFOREMENTIONED OLD CHURCH STREET, AND ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEYVILLE BOULEVARD;

THENCE S29°23'04"W ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND THE WESTERLY RIGHT- OF-WAY LINE OF COLLEYVILLE BOULEVARD FOR A DISTANCE OF 27.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.1003 (4,367.8 SQUARE FEET) OF LAND MORE OR LESS;

PRELIMINARY

THIS SURVEY IS FOR REVIEW PURPOSES ONLY,
NOT TO BE RECORDED FOR ANY PURPOSE.

David M. Henderson
Registered Professional Land Surveyor No. 4489
In the State of Texas



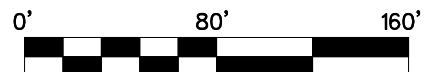
LAND SURVEYORS

Prepared By:

Benchmark Group
of Texas, Inc.

899 Presidential Drive, Suite 110, Richardson, Texas 75081
Phone (972) 680-3037 Fax (972) 680-3052
License No. 10120700

Drawn By: BD Checked By: MC
Scale: 1" = 80' Date: 07/31/24
BGT Project NO.: 2430040-ROW

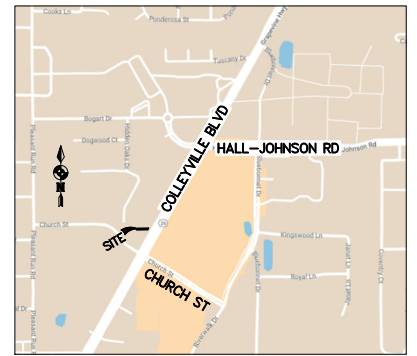
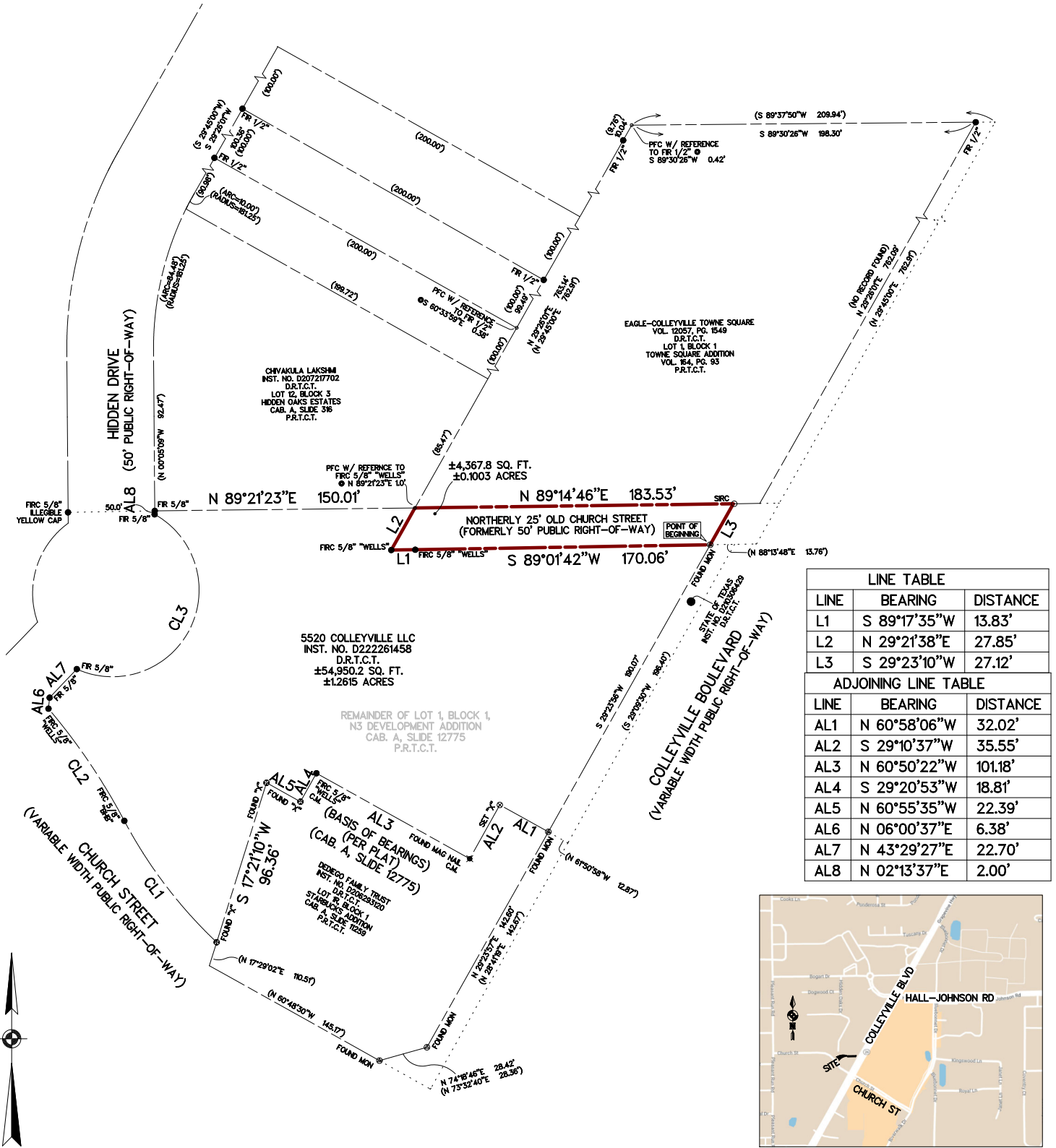


SCALE 1" = 80'

SHEET 1 OF 2

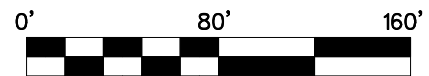
EXHIBIT "B"

MAP OF AREA



Prepared By:
Benchmark Group
of Texas, Inc.
899 Presidential Drive, Suite 110, Richardson, Texas 75081
Phone (972) 680-3037 Fax (972) 680-3052
License No. 10120700

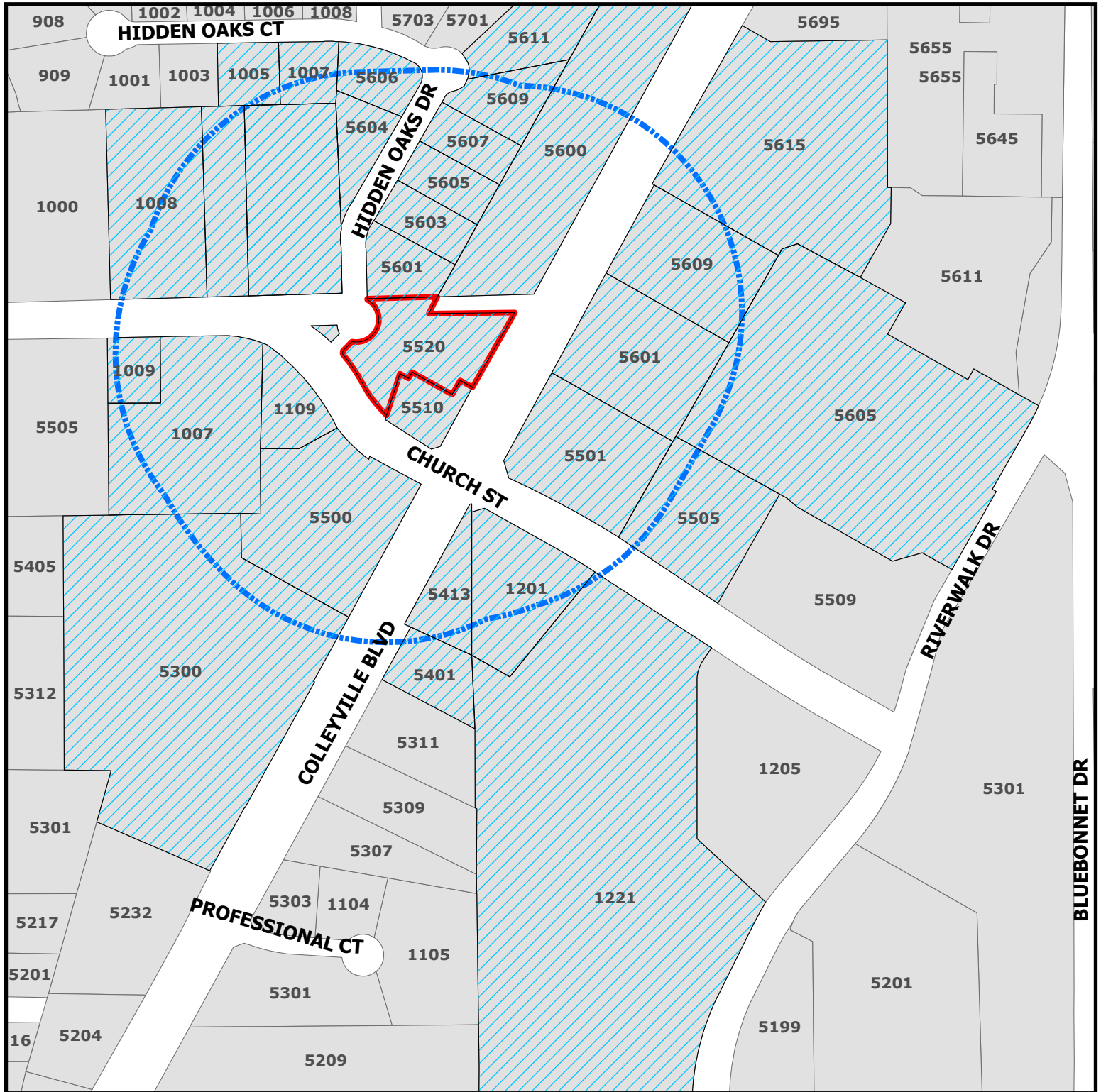
Drawn By: BD Checked By: MC
Scale: 1" = 80' Date: 07/31/24
BGT Project NO.: 2430040-ROW



SCALE 1" = 80'

SHEET 2 OF 2

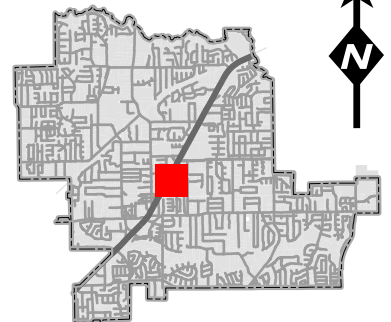
Notification Map



PC24-009

5520 Colleyville Blvd

-  Parcels to be notified
-  Buffer
-  Subject Property



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

Owner_Name	Situs_Addr
FIRST BAPTIST CH COLLEYVILLE	5300 COLLEYVILLE BLVD
BRADY, BLAKE	5401 COLLEYVILLE BLVD
JOHNSTON, DI ANN	1005 HIDDEN OAKS CT
GOODING, JOHN	1007 HIDDEN OAKS CT
LILLIS, JAMES	5606 HIDDEN OAKS DR
CORE-FULMER, SARAH ELIZABETH	5604 HIDDEN OAKS DR
LEACH, TERRY	5605 HIDDEN OAKS DR
CORGAN, KYLE D	5603 HIDDEN OAKS DR
CHIVAKULA, LAKSHMI	5601 HIDDEN OAKS DR
GALINDO, LORENA	5611 HIDDEN OAKS DR
FAUCHER, WILLIAM	5609 HIDDEN OAKS DR
RICHMOND, FREDRIC D	5607 HIDDEN OAKS DR
GII SHP EBSW DFW LLC	5500 COLLEYVILLE BLVD
JD JUDD REALTY HOLDINGS LLC	1109 CHURCH ST
2727 PN SPE LLC	5520 COLLEYVILLE BLVD
DEDIEGO FAMILY TRUST	5510 COLLEYVILLE BLVD
SVAP III TC COLLEYVILLE LLC	5615 COLLEYVILLE BLVD
CAVALIER INVESTMENT COMPANY INC	5501 COLLEYVILLE BLVD
CHARLES & ROB LTD	5601 COLLEYVILLE BLVD
HJ ROAD 26 LTD	5609 COLLEYVILLE BLVD
MDC COAST 7 LLC	1221 CHURCH ST
BRANCH BANKING & TRUST CO	1201 CHURCH ST
EAGLE-COLLEYVILLE TOWNE SQUARE	5600 COLLEYVILLE BLVD
LAHODA, BARTON G	1009 CHURCH ST
R P GANTOS VENTURES LLC	5413 COLLEYVILLE BLVD
COLLEYVILLE CHURCH OF CHRIST	1008 CHURCH ST
DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITE	1008 CHURCH ST
HIDDEN OAKS ESTATES	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, October 14, 2024 at 7:00 p.m.

City Council Meetings: Wednesday, November 6, 2024 at 7:00 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lot 1, Block 1, 5520 Colleyville Addition. The purpose of the plat is to abandon an old right-of-way easement and clean up property lot lines.

Zoning Case: PC24-009

Applicant: BGT Commercial

Owner: 2727 PN SPE LLC

Location: 5520 Colleyville Blvd

Property Description: Lot 1A, Block 1, N3 Development Addition and an old right-of-way area.

Present Zoning: PUD-C, Planned Unit Development Commercial

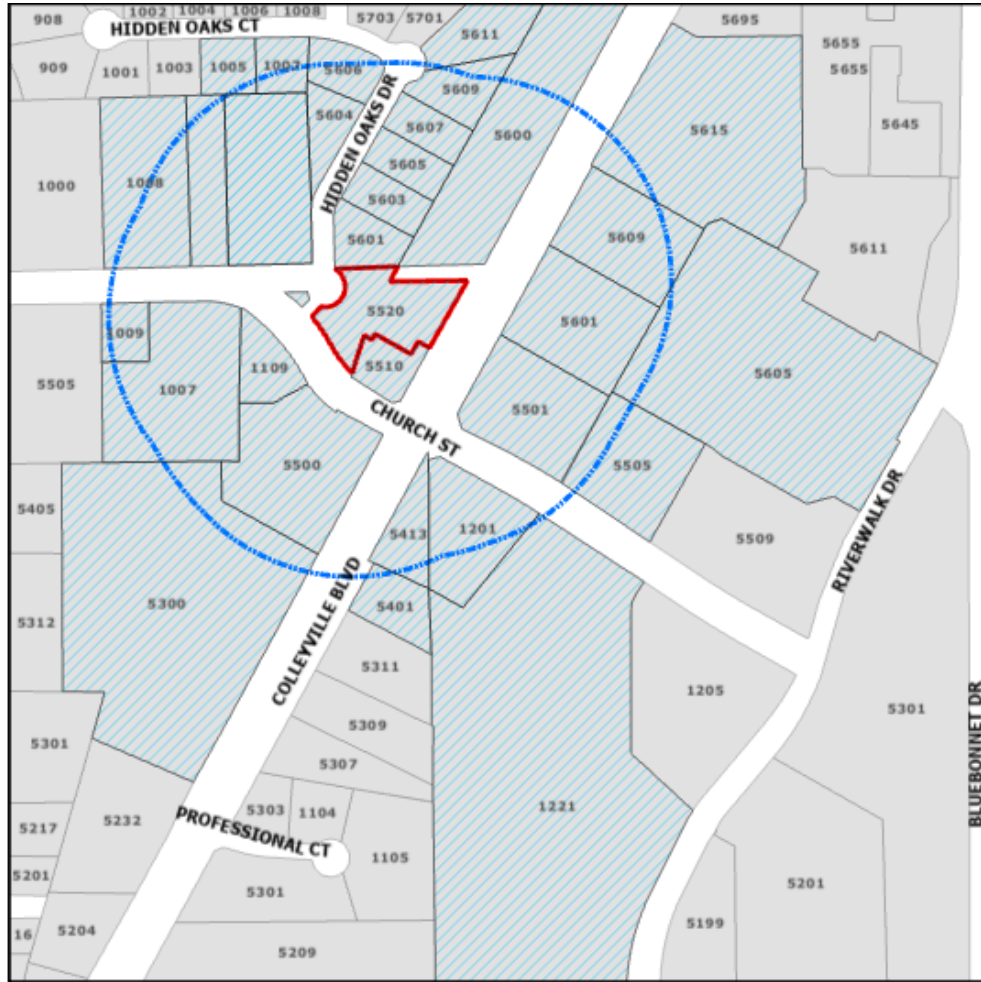
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

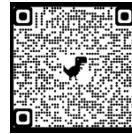
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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-24-4985

**A RESOLUTION APPROVING ABANDONMENT OF A
25-FOOT RIGHT-OF-WAY**

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

Sec. 1. THAT the abandonment of a 25 foot right-of-way adjacent to Lot 1A, Block 1, of the N3 Development Addition, and associated with a replat for Lot 1, Block 1, 5520 Colleyville Boulevard Addition, on approximately 1.26 acres as shown and described per the attached as Exhibit "A", is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF NOVEMBER 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	_____		

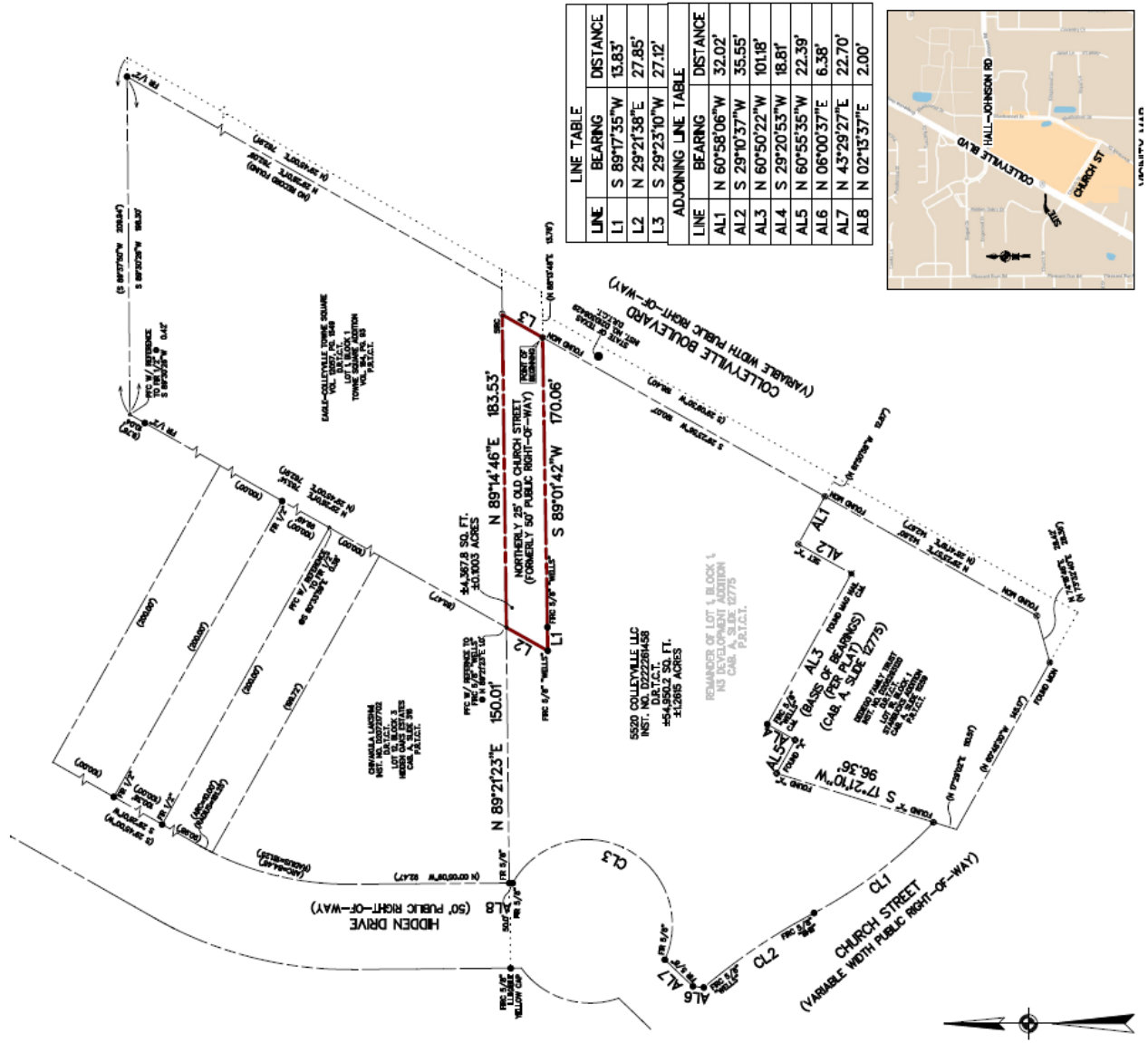
ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

Exhibit "A" – Plat Exhibit





**CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING**

Agenda Number 6d	Agenda Date 11/6/2024	Number Resolution R-24-4986
Type Resolution		
Department Community Development		

Title

Consideration of a replat for Lot 1, Block 1, 5520 Colleyville Addition, being located at 5520 Colleyville Boulevard, Case PC24-009

Explanation

Reading and Public Hearing

Benchmark Group of Texas, the applicant, has submitted a request for a replat to include a right-of-way abandonment for Lot 1, Block 1, 5520 Colleyville Addition, being approximately 1.26 acres, and zoned PUD-C Planned Unit Development - Commercial district. The purpose of the plat is to allow for the abandonment of 25’ of Old Church Street and combine the lot area into the property at 5520 Colleyville Boulevard.

Existing Conditions/Background: The subject property, 5520 Colleyville Boulevard, resides west of the intersection of Church Street and Colleyville Boulevard. Wells Fargo Bank is located on the property.

Lot Dimensions and Setbacks: Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the PUD-C district zoning regulations require the following standards:

Minimum Lot Size	None
Minimum Lot Width	150 feet
Minimum Lot Depth	120 feet
Front Building Line	40 feet
Side Building Line	None (25’ abutting residential)
Rear Building Line	None (25’ abutting residential)
Max. Lot Coverage	60%
Max. Impervious Coverage	80%

Analysis: The replat meets the requirements of the PUD-C zoning and the City’s Master Plan. The proposed replat will incorporate an abandoned 25’ right-of-way into the lot at 5520 Colleyville Boulevard. As a separate action, City Council will consider abandonment of the right-of-way.

Plat Status: The property is currently platted as Lot 1A, Block 1, N3 Development Addition.

DRC Review: The DRC reviewed the request during their September 23, 2024 meeting and determined the replat may be scheduled for the next Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north are zoned R-20 Single Family Residential and CC-2 Shopping Center and are improved with a single family home and commercial development. The property to the south is zoned PUD-C Planned Unit Development – Commercial and is improved with commercial development. The property to the east is zoned CC-2 Shopping Center and is improved with commercial development. Property to the west is zoned AG Agricultural and is improved as right-of-way area.

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

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations 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.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the plat at their October 14, 2024 meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

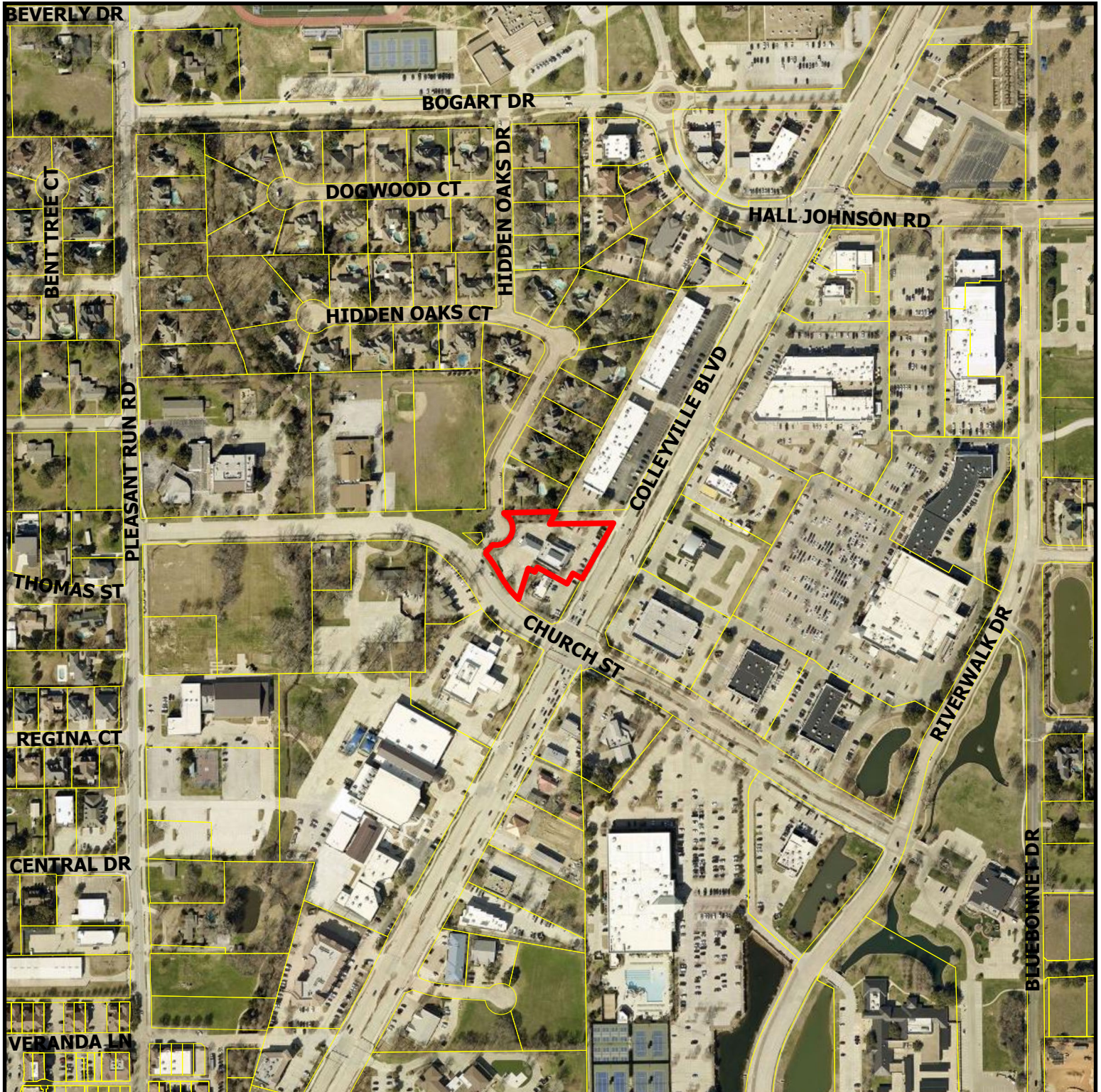
Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit

5. Right of Way Abandonment Exhibit
6. Notification Map
7. Notification Letter
8. Notification List
9. Resolution R-24-4986

Aerial Map

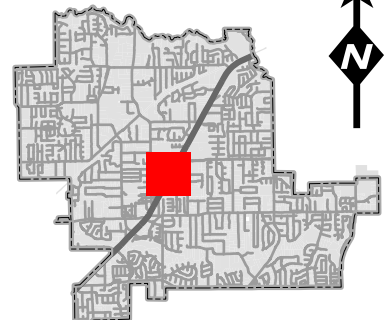


PC24-009

5520 Colleyville Blvd

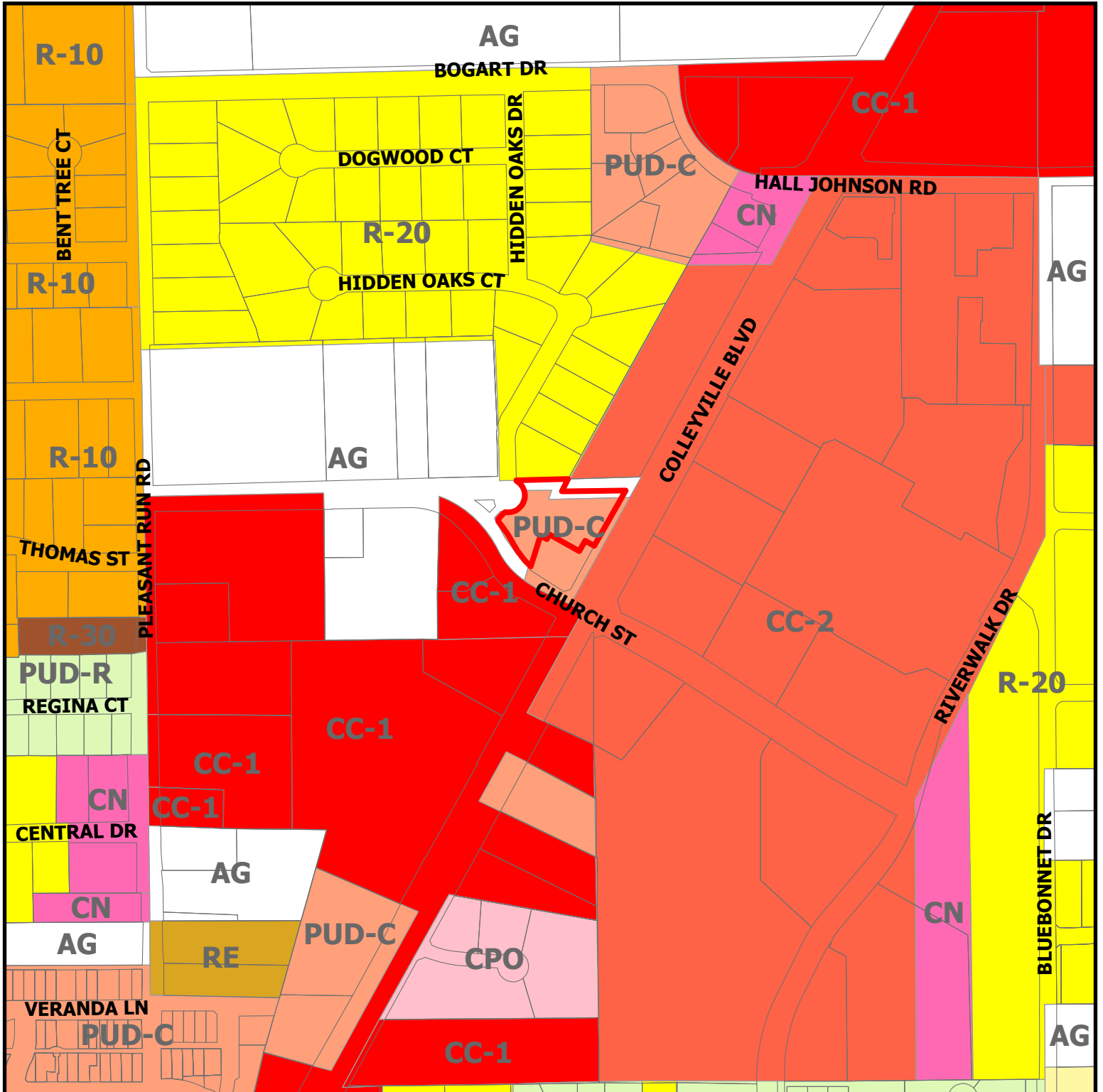


Subject Property



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

Zoning Map

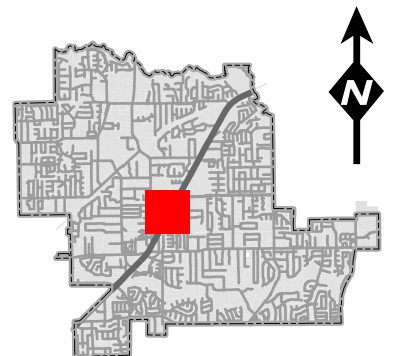


PC24-009

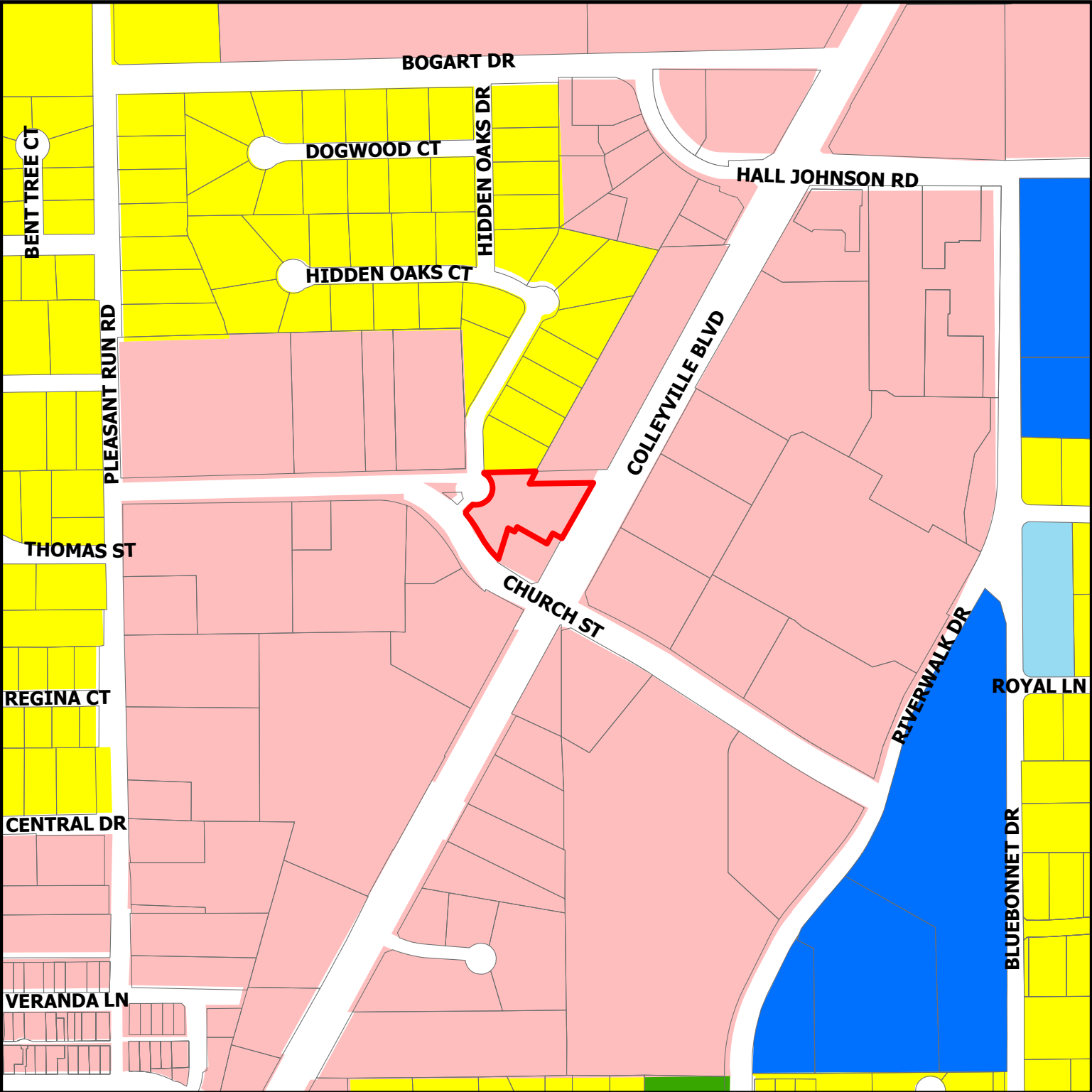
5520 Colleyville Blvd

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

 Subject Property



Future Land Use Map



PC24-009

5520 Colleyville Blvd

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

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

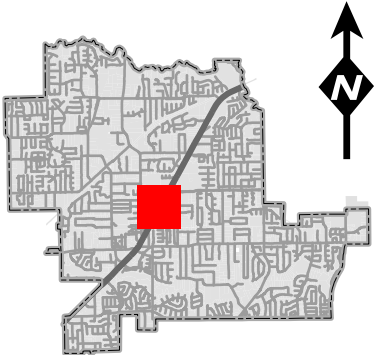


EXHIBIT "A"

DESCRIPTION OF TO BE ABANDONED RIGHT-OF-WAY

BEING 0.1003 ACRES OF LAND LOCATED IN THE NANCY B. LOONEY SURVEY ABSTRACT NO. 937, BEING ALL OF THE REMAINDER OF OLD CHURCH STREET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A TXDOT MONUMENT DISC IN CONCRETE FOUND FOR THE NORTHEAST CORNER OF THE REMAINDER OF LOT 1, BLOCK 1, OF THE N3 DEVELOPMENT ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TEXAS, AS RECORDED ON THE PLAT THEREOF IN CABINET A, SLIDE 12775, PLAT RECORDS, TARRANT COUNTY, TEXAS, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COLLEYVILLE BOULEVARD AND, BEING ALSO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE COMMON LINES OF THE AFOREMENTIONED LOT 1 OF THE N3 DEVELOPMENT ADDITION AND THE HEREIN DESCRIBED TRACT FOR THE FOLLOWING COURSES AND DISTANCES:

S 89°01'42"W FOR A DISTANCE OF 170.06 FEET TO A 5/8" FOUND IRON ROD WITH CAP STAMPED "WELLS";

N 29°21'38"E FOR A DISTANCE OF 27.85 FEET TO A POINT FOR CORNER FROM WHICH A 5/8" FOUND IRON ROD WITH CAP STAMPED "WELLS" BEARS N89°21'23"E AT A DISTANCE OF 1.0 FEET, SAID POINT FOR CORNER BEING THE SOUTHEAST CORNER OF LOT 12, THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, OF THE TOWNE SQUARE ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, AS RECORDED IN VOLUME 164, PAGE 93, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE N89°14'46"E ALONG THE COMMON LINE OF LOT 1 OF THE TOWN SQUARE ADDITION AND THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 183.53 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "BGT" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBE TRACT, BEING THE NORTHEASTERLY CORNER OF THE AFOREMENTIONED OLD CHURCH STREET, AND ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEYVILLE BOULEVARD;

THENCE S29°23'04"W ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND THE WESTERLY RIGHT- OF-WAY LINE OF COLLEYVILLE BOULEVARD FOR A DISTANCE OF 27.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.1003 (4,367.8 SQUARE FEET) OF LAND MORE OR LESS;

PRELIMINARY

THIS SURVEY IS FOR REVIEW PURPOSES ONLY,
NOT TO BE RECORDED FOR ANY PURPOSE.

David M. Henderson
Registered Professional Land Surveyor No. 4489
In the State of Texas



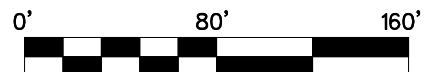
LAND SURVEYORS

Prepared By:

Benchmark Group
of Texas, Inc.

899 Presidential Drive, Suite 110, Richardson, Texas 75081
Phone (972) 680-3037 Fax (972) 680-3052
License No. 10120700

Drawn By: BD Checked By: MC
Scale: 1" = 80' Date: 07/31/24
BGT Project NO.: 2430040-ROW

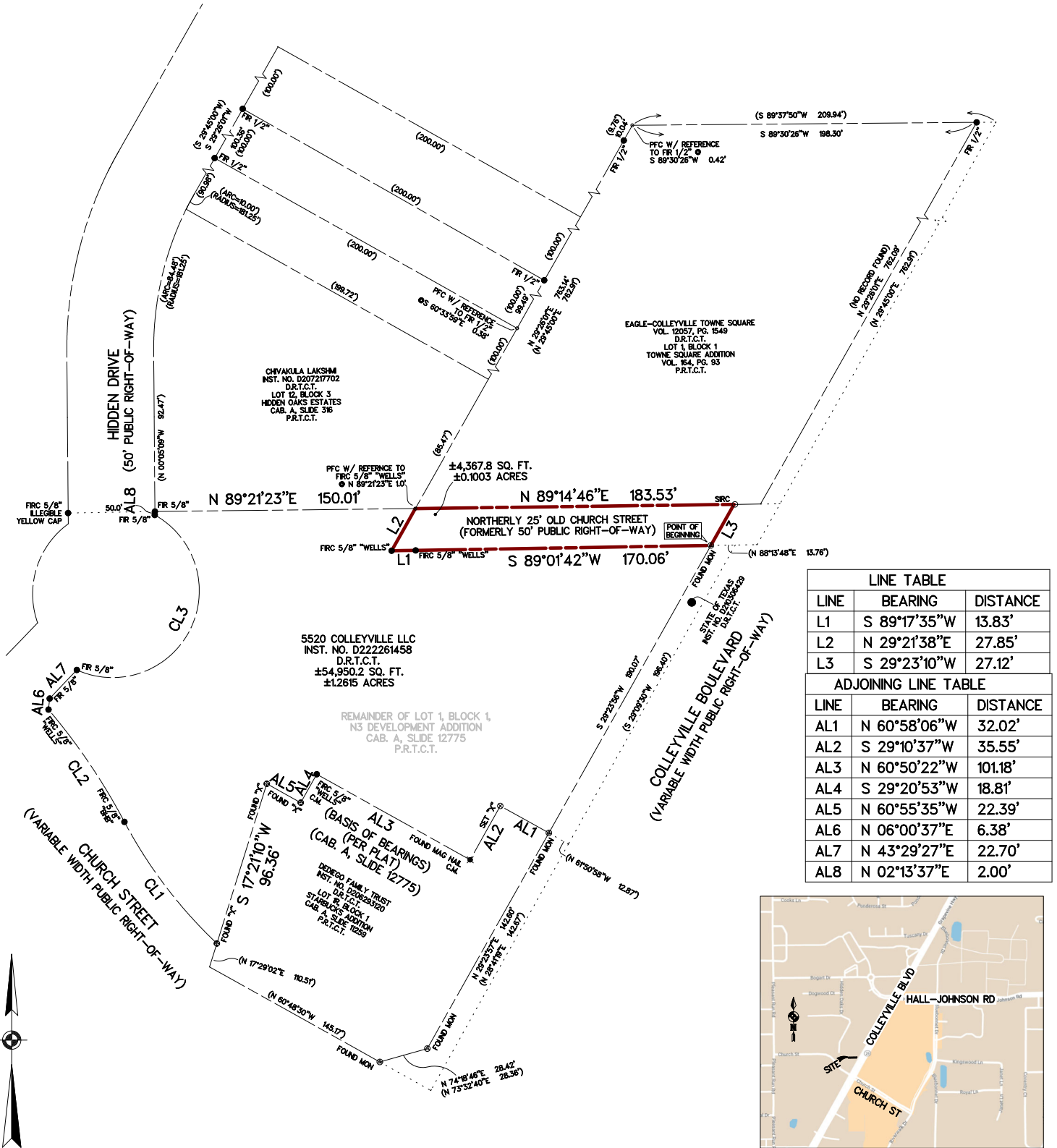


SCALE 1" = 80'

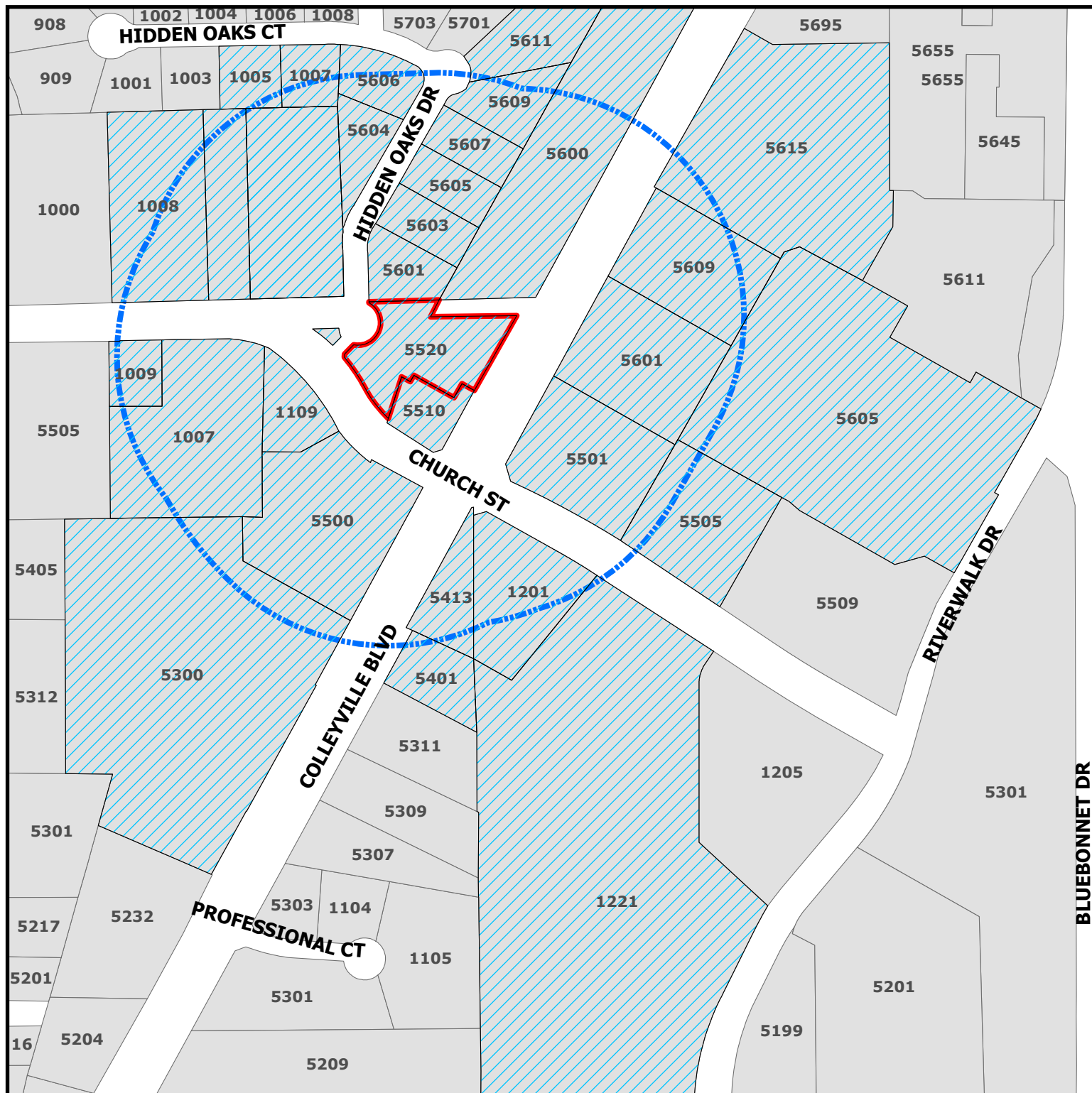
SHEET 1 OF 2

EXHIBIT "B"

MAP OF AREA



Notification Map

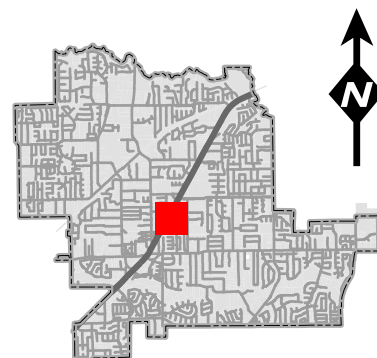


DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

PC24-009

5520 Colleyville Blvd

-  Parcels to be notified
 Buffer
 Subject Property





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, October 14, 2024 at 7:00 p.m.

City Council Meetings: Wednesday, November 6, 2024 at 7:00 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lot 1, Block 1, 5520 Colleyville Addition. The purpose of the plat is to abandon an old right-of-way easement and clean up property lot lines.

Zoning Case: PC24-009

Applicant: BGT Commercial

Owner: 2727 PN SPE LLC

Location: 5520 Colleyville Blvd

Property Description: Lot 1A, Block 1, N3 Development Addition and an old right-of-way area.

Present Zoning: PUD-C, Planned Unit Development Commercial

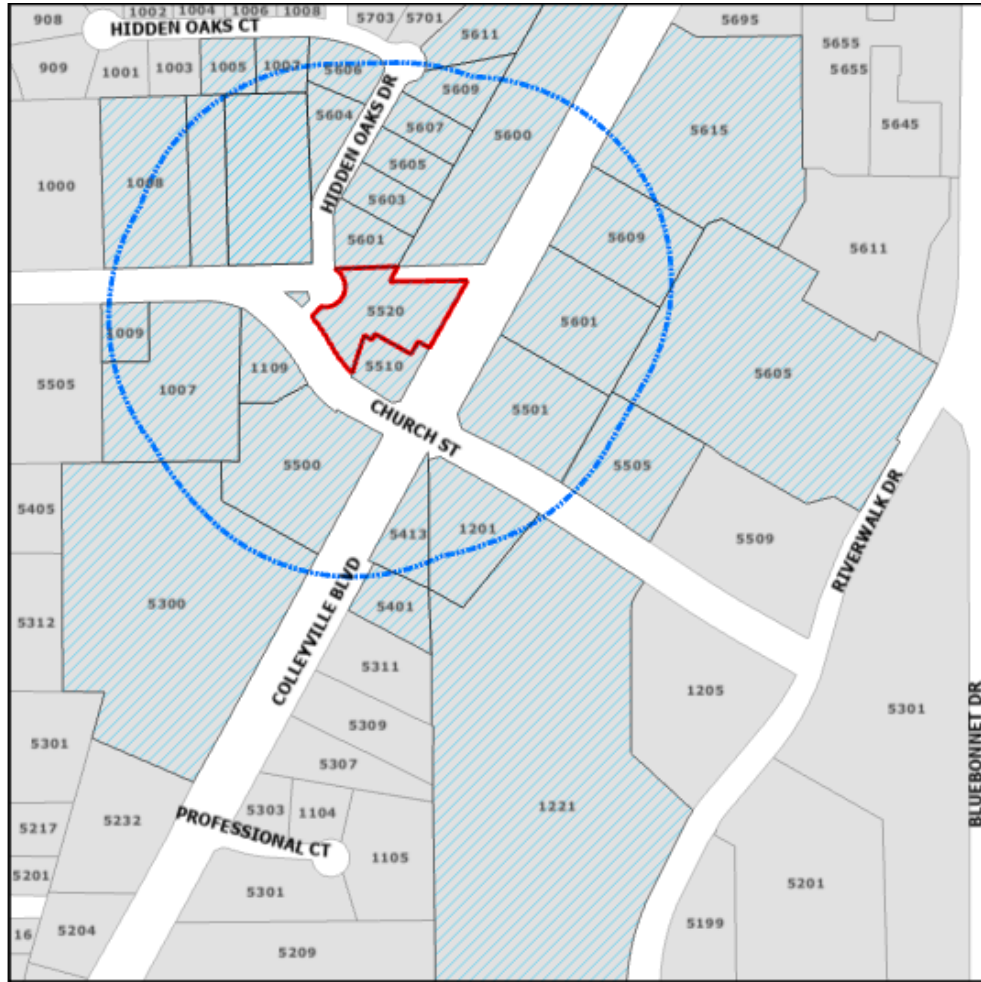
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

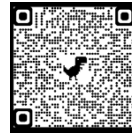
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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

Owner_Name	Situs_Addr
FIRST BAPTIST CH COLLEYVILLE	5300 COLLEYVILLE BLVD
BRADY, BLAKE	5401 COLLEYVILLE BLVD
JOHNSTON, DI ANN	1005 HIDDEN OAKS CT
GOODING, JOHN	1007 HIDDEN OAKS CT
LILLIS, JAMES	5606 HIDDEN OAKS DR
CORE-FULMER, SARAH ELIZABETH	5604 HIDDEN OAKS DR
LEACH, TERRY	5605 HIDDEN OAKS DR
CORGAN, KYLE D	5603 HIDDEN OAKS DR
CHIVAKULA, LAKSHMI	5601 HIDDEN OAKS DR
GALINDO, LORENA	5611 HIDDEN OAKS DR
FAUCHER, WILLIAM	5609 HIDDEN OAKS DR
RICHMOND, FREDRIC D	5607 HIDDEN OAKS DR
GII SHP EBSW DFW LLC	5500 COLLEYVILLE BLVD
JD JUDD REALTY HOLDINGS LLC	1109 CHURCH ST
2727 PN SPE LLC	5520 COLLEYVILLE BLVD
DEDIEGO FAMILY TRUST	5510 COLLEYVILLE BLVD
SVAP III TC COLLEYVILLE LLC	5615 COLLEYVILLE BLVD
CAVALIER INVESTMENT COMPANY INC	5501 COLLEYVILLE BLVD
CHARLES & ROB LTD	5601 COLLEYVILLE BLVD
HJ ROAD 26 LTD	5609 COLLEYVILLE BLVD
MDC COAST 7 LLC	1221 CHURCH ST
BRANCH BANKING & TRUST CO	1201 CHURCH ST
EAGLE-COLLEYVILLE TOWNE SQUARE	5600 COLLEYVILLE BLVD
LAHODA, BARTON G	1009 CHURCH ST
R P GANTOS VENTURES LLC	5413 COLLEYVILLE BLVD
COLLEYVILLE CHURCH OF CHRIST	1008 CHURCH ST
DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITE	1008 CHURCH ST
HIDDEN OAKS ESTATES	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED

RESOLUTION R-24-4986

**A RESOLUTION APPROVING A REPLAT FOR
LOT 1, BLOCK 1, 5520 COLLEYVILLE ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lot 1, Block 1, 5520 Colleyville Addition, and to include a right-of-way abandonment for Nancy B. Looney Survey Abstract No. 937, on October 14, 2024.

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

Sec. 1. THAT the Replat for Lot 1, Block 1, 5520 Colleyville Addition on approximately 1.26 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF NOVEMBER 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

[illegible]



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6e

Agenda Date 11/6/2024

Number Resolution R-24-4987

Type Resolution

Department City Manager

Title

A resolution re-establishing the responsibilities, terms, and membership, of the Colleyville Tree Board as created and amended by Ordinance O-98-1130, Ordinance O-09-1707, and Ordinance O-19-2078, and appointing members

Explanation

Reading and Public Hearing

A Colleyville Tree Board was established by City Council in 1998. Two subsequent ordinances, Ordinance O-09-1707, and Ordinance O-19-2078, changed the responsibilities and membership of the Tree Board. The last recorded date for which the Tree Board met is April 2018. On October 18, 2024, City Council approved Ordinance O-24-2300, which amends Chapter 5, Urban Forestry of the City of Colleyville Land Development Code. In part, Section 5.16 re-establishes a Colleyville Tree Board, and provides for the Board's responsibilities and membership.

Approval of this Resolution, re-establishes the Colleyville Tree Board, with new responsibilities, membership, and terms, and appointments the members.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-24-4987

RESOLUTION R-24-4987

A RESOLUTION RE-ESTABLISHING THE RESPONSIBILITIES, TERMS, AND MEMBERSHIP, OF THE COLLEYVILLE TREE BOARD AS CREATED AND AMENDED BY ORDINANCE O-98-1130, ORDINANCE O-09-1707, AND ORDINANCE O-19-2078, AND APPOINTING MEMBERS

WHEREAS, the citizens of Colleyville have long valued trees as a natural community resource and the Colleyville City Council desires to offer Colleyville citizens an opportunity to participate in setting standards for tree preservation, placement, and maintenance; and

WHEREAS, on October 15, 2024, City Council approved Ordinance O-24-2300, which amends Chapter 5, Urban Forestry of the City of Colleyville Land Development Code; and

WHEREAS, Ordinance O-24-2300 amended Section 5.16 Tree Board; and

WHEREAS, the City Council desires to re-establish the Colleyville Tree Board, in conformance with Section 5.16.

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

- Sec. 1. THAT this Resolution acknowledges the Colleyville Tree Board created and amended by Ordinance O-98-1130, Ordinance O-09-1707, and Ordinance O-19-2078, and seeks to re-establish the Colleyville Tree Board with a specific purpose and membership to comply with Ordinance O-24-2300.
- Sec. 2. THAT the Colleyville Tree Board will be advisory in nature and include one member from the Colleyville City Council, one member from the Parks and Recreation Advisory Board, a City staff arborist, and a Colleyville resident.
- Sec. 3. The terms of the appointed members will be staggered to provide for two, three-year terms, and two, two-year terms. The Tree Board, in an advisory capacity will operate at the will of the City Council, without standing bylaws, and may be decommissioned by the City Council, when in its opinion; the work of the Board is complete.
- Sec. 4. THAT the City Council hereby appoints the following to the Colleyville Tree Board:

For a term to November 2027:

- _____
- _____

For a term to November 2026:

- _____
- _____

Sec. 5. THAT additional members may be appointed by the City Council if the City Council deems necessary.

Sec. 6. The initial duties of the Tree Board will be:

- Develop a Five Year Tree Placement Plan
- Administration of the Parkway Tree Placement Program
- Publish a Tree Installation and Maintenance Standard

Sec. 7. The City Manager is hereby authorized to provide such City resources as may be reasonable and necessary to support the operations of the Tree Board and will appoint a Community Development staff member to take the official minutes of the Board.

Sec. 8. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF NOVEMBER 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 BRIEFING

Agenda Number 8

Agenda Date 11/6/2024

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - August 12, 2024

Planning and Zoning Commission Minutes - September 9, 2024

Planning and Zoning Commission Worksession Minutes - September 23, 2024

Attachments

1. Colleyville Library Board Minutes - August 12, 2024
2. Planning and Zoning Commission Minutes - September 9, 2024
3. Planning and Zoning Commission Worksession Minutes - September 23, 2024



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY , AUGUST 12, 2024 - 6:00 PM

1. CALL TO ORDER

Chair Molly Skinner called the meeting of the Colleyville Library Board to order at 6:05 p.m.

Present: Chair Molly Skinner, and Board members: Wanda Cotter, Kay Newton, Merry Graves, Joseph Stout, Susan Baum, Joy Fulton Lee, Joan Roberts. City staff: Library Director Jack Pawlowski and Library Outreach and Program Coordinator Dina Bayles.

Absent: Al Cain, Gary McPherson, Denise Light.

2. APPROVAL OF MINUTES

June 10, 2024

A motion was made by Kay Newton and seconded by Joseph Stout to approve the April 8, 2024 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Update on the 2024 Summer Reading Program

Director Pawlowski advised this year was the largest Summer Reading Challenge participation for the library. The total number of participation was 1,532 to include a smaller number of children participating this year, but an increase in teen and adult participation. Teen participation went up from 43 to 67, while adults went up from 168 to 316. Completion of the adult program was 184, which was more than all of the adult participation last year. There were 8,300 participating in programs, which is slightly down from last year due to less programs offered. Circulation numbers are on par from last year at 72,000, and the feedback on programs being positive.

3b Remote Locker System Update

Remote lockers were installed on July 15th inside the Rec Center Lobby. Currently testing operation of the system on the back end, getting staff trained within the next two weeks, and the goal is to go live on August 28th (day after Grand Opening). Demonstration material will be available at Grand Opening to show what it can do, and go live for patrons the next day. Chair Skinner asked about signage regarding how to use the locker. Director Pawlowski indicated that the usage screen will guide patron as well as user friendly information available on Facebook and Library website. The compartments of the locker were discussed, and Board Member Susan Baum suggested recording an instructional video for patrons to access via scanning a QR code. That suggestion of a video will be pursued. Board Member Merry Graves inquired about how to place holds on the locker, and Director Pawlowski indicated that there will be an option to choose the Rec Center Lockers location when placing the hold. There are 24 locker compartments available for holds in addition to non-reserved material that is readily available for checkout on-demand. Chair Skinner asked how staff will know that locker items are picked up, and Director Pawlowski explained that staff is able to see when those compartments are free due to items being retrieved. Delivery schedule is currently planned for 3 days per week, with the ability to go up to 5 days per week (M-F) based on demand. Board Member Joseph Stout suggested fitness and pickle ball books as on-demand items to tie into the fitness aspect of the Rec Center. Director Pawlowski indicated that items that are popular and readily available from the library will initially be placed in the on-demand locker compartments.

3c Book Vending Machine Partnership

Director Pawlowski explained the library will not be moving forward with the Book Vending Machine due to size and space constraints, and general functionality of the machine. Staff intervention requirements also led to location issues that would not be easily addressed. Chair Skinner investigated how the machines were being used in Grapevine Public Library and ran into the same issues Dina Bayles found with books falling over and the machine jamming. Skinner also noted that the librarians discussed how children were putting non-token items in the machine causing it to malfunction.

3d Discussion of Items for Future Agendas

Board Member Joseph Stout discussed a media literacy program recommended last October, addressing how to assess legitimate news resources. Director Pawlowski suggested community opportunities with the Police department regarding this issue as well as potential scams to be aware of. *Book a Librarian* was discussed as a resource for patrons to determine where to find reliable news sources as well. Board Member Wanda Cotter recommended that this be geared to adults as well as younger patrons.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics

Director Pawlowski noted the statistics were on track with previous years, with the exception of patron's visiting the library to get new cards. Gate count down due to no longer being a voting location, however statistics are similar to previous non-voting numbers. Chair Skinner inquired about ability to issue library cards at the new Rec Center. Director Pawlowski explained that the existing patron system and database restricts access to more than one computer since it is not cloud based. The current system does not allow shared access to other ID systems due to how it assigns library and ID numbers in conjunction with the patron's photo and signature. Other systems have been evaluated, however no changes can be made at this time. Dina Bayles indicated that library card applications are currently being brought to outreach events to help facilitate a quicker process for patrons to visit the library and quickly process their new card.

B. Donations

The Lions Club donated \$500 to purchase material that Kara Teeter is currently working on purchasing.

C. Library Programs

Director Pawlowski discussed the August Author luncheon with "The Turtle House" local author, Amanda Churchill. Kara Teeter currently has other wellness programs scheduled, while Teen Tuesday will kick off this fall with Clare Moore. Make and Take Crafts for teens will be introduced in addition to the regular Get Crafty classes. An October Story Walk® is scheduled as well as another one in the December/January time frame. Children's programs including Glow in the Dark Bingo, Halloween Party, Thanksgiving activities, and Noon Year's Eve parties are planned in addition to regular popular story times and classes.

4b Friends of the Colleyville Public Library Report

Friends of the Library President Merry Graves reported on the ice cream sales after the Thursday Summer Reading Program performers, profiting \$272.57, and popcorn and water sales at the finale totaled \$155. Summer book donations were suspended but material still coming in and being processed. Books continue to be sold to Better World Books and Half Price Books to generate income.

4c Colleyville Public Library Foundation Report

Kay Newton provided an updated that recognition plaques to coincide with the donated paintings are currently being made, and awaiting arrival.

Chair Skinner advised that the next meeting will be October 14, and concluded the agenda was complete and requested a motion to adjourn.

5. ADJOURNMENT

A motion was made by Joy Fulton Lee and seconded by Joan Roberts to adjourn the meeting of the Colleyville Library Board at 6:32 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 14 DAY OF October 2024.

Minutes taken and prepared by:



Dina Bayles

Library Outreach and Program Coordinator



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, SEPTEMBER 9, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on September 9, 2024 at 6:15 p.m.

Roll Call

Present: David Groves, Brandon Arnold, Richard Remley, Jerry Savoie, and Claudia Bevill

Absent: Sayeda Syed and Jerome Obinabo

Staff Present: Jacquelyn Reyff, Kristopher Potts, and Christopher Pham

Also Present: Attorney, Sarah Ross, Fire Marshal, Rob Mckeown

Jacquelyn Reyff briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion regarding the withdrawal of case ZC24-013 by the applicant, and the specifics of the vet clinic and surgery center use, including the number of trips generated, whether medical boarding of pets would occur, the hours of operation, and whether acute care was offered. The Commission discussed the definitions used in the amendments to Chapter 5, Urban Forestry of the Land Development Code, specifically regarding homestead property as used in the code and the homestead tax exemption.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:40 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on September 9, 2024, at 7:05 p.m.

Roll Call

Present: David Groves, Brandon Arnold, Richard Remley, Jerry Savoie, and Claudia Bevill

Absent: Sayeda Syed and Jerome Obinabo

Staff Present: Jacquelyn Reyff, Kristopher Potts, and Christopher Pham

Also Present: Attorney, Sarah Ross, Fire Marshal, Rob Mckeown

1. APPROVAL OF MINUTES

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

August 26, 2024 Planning and Zoning Commission Worksession Meeting Minutes

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

Vice-Chair Groves seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Remley, Arnold, Savoie, and Bevill

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

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

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

2b THIS REQUEST HAS BEEN WITHDRAWN BY THE APPLICANT.

Consideration of a Special Use Permit to allow for Dog Boarding and Dog Grooming on Lot 2, Block 1, Chandler Addition, located at 1721 John McCain Road, Case ZC24-013

Prior to the meeting, case ZC24-013 was withdrawn by the applicant.

Commissioner Savoie made a motion to remove case ZC24-012 from the table.

Commissioner Arnold seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Remley, Arnold, Savoie and Bevill

Nay: 0

Jacquelyn Reyff presented case ZC24-012 and briefed the Commission.

Mike Masters, 5049 Edwards Ranch Road, Fort Worth, TX came forward and presented his case to the Commission. He stated that the vet clinic would operate out of Building #1 of the development, which would be comprised of an office, surgery center, and a garage for the storage of the mobile vet clinic vans. The hours of operation would be from 8am-5pm, and the number of employees would be around 10. No overnight employees or pets would be allowed.

Chair Bevill inquired about the existing location of the business. Mark Hutcheson, 2602 South Quill Run Court, Southlake, TX, came forward as the business manager of the existing business, Vet Gals & Guys, and stated that the business was currently operating from their home in Southlake and that most work done would be done at client's homes in their mobile clinic vans.

The public hearing was opened at 7:26 p.m.

The following citizens did not wish to speak, but did want to record their support for case ZC24-012 and their opposition to case ZC24-013:

Teresa Anderson, 1601 Heathermore
Marietta Kane, 1705 Heathermore

The following citizens did not wish to speak, but did want to record their opposition:

Janice Gale, 7021 Primrose Lane
Dave Bump, 7021 Primrose Lane
Gene Drautz, 7006 Primrose Lane
Pat Borkowski, 7026 Primrose Lane
Kay White, 7013 Primrose Lane
Sue Drautz, 7006 Primrose Lane
Robert Martens, 7031 Rosebrook
Ann Martens, 7031 Rosebrook
Barbara Yeargin, 7015 Rosebrook
Cathy Polito, 7012 Rosebrook
Patsy Davis, 7304 Balmoral Drive
Greg Davis, 7304 Balmoral Drive
Rachel McCutchen, 7206 Brooke Drive
Elaine Crowley, 7209 Balmoral Drive
Julie Hodges, 2013 Collins Path
Yvette Adkins, 7301 Balmoral Drive
Phil Adkins, 7301 Balmoral Drive
Karyn Kilroy, 1625 Heathermore
Dorothy Klotz, 7203 Brooke Drive

The following citizens did not record whether they were opposed or in support:

Logan Searbroum, 7300 Balmoral Drive

Michael and Nicole Nixon, 7301 Majestic Manor, spoke in opposition, specifically regarding the traffic along John McCain Road during rush hour.

Mike Wroble, 7204 Balmoral Drive, spoke in opposition, specifically regarding traffic along John McCain Road.

Susan Baum, 1809 Prince Meadow, spoke in opposition, specifically regarding traffic.

Commissioner Syed joined the public meeting at 7:35 p.m.

Michael Kane, 1705 Heathermore, spoke in support, specifically regarding support of the vet clinic use.

Walter Kilroy, 1625 Heathermore, spoke neutrally on the item, specifically regarding the support of the vet clinic use, but against the traffic along John McCain Road and the zoning of the property as ML Light Industrial.

Paul Aksamit, 7036 Rosebrook, spoke in opposition, stating that there were misrepresentations and inaccuracies regarding the business model and business use.

Donald Crowley, 7209 Balmoral Drive, spoke in opposition, specifically regarding the traffic and speeding along John McCain Road.

Stephen Clotz, 7203 Brooke Drive, spoke in opposition, specifically regarding traffic.

With no one else wishing to speak, the public hearing was closed at 7:55 p.m.

Chair Bevill made the statement that Special Use Permits can be made to expire if a user or business owner leaves, and that requests for a traffic study could be sent to the City, rather than requiring one from a developer. Mark Hutcheson came forward to address some of the Chair's concerns regarding the specifics of the business. He stated that the vet clinic vans do not make regular trips throughout the day, and that the majority of the work would be done in one trip as the vans drove between client home addresses. Surgeries would be done each week on Thursdays, and be done at the surgery center in Building #1. Overnight stays would not be done, and any intensive surgeries and care would require a pet to be transferred to a 24 hour care hospital which The Vet Gal and Guys had contracted with. Animals that passed away during care would be placed in a freezer until a contracted company picked up the animal for cremation, as per industry standard.

Commissioner Savoie inquired about some statements made in a letter provided by a citizen, specifically regarding how biohazards, sharps, and waste would be handled. Mr. Hutcheson stated that they would be disposed of properly as per industry standards. There would be one (1) surgery suite in the building, all pets would require to be leashed at all times, and the dog relief area would remain but be used infrequently and intermittently.

Vice-Chair Groves inquired about the purchase of the land and whether the property would be phased or developed all at once. Mr. Masters stated that the land was under contract with the owner, and that buildings #2, #3, and #4 would be

developed as interested users came in.

Chair Bevill mentioned that the ML Light Industrial zoning came prior to any residential development, and that the development of the property was inevitable. Commissioner Remley made the statement that the overall traffic impact is marginally small compared to the existing traffic on John McCain Road.

Commissioner Savoie made a motion to approve Case ZC24-012 with the stipulation that transportation is only allowed by the business and there shall be no drop off or pick up by the client.

Vice-Chair Groves seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Remley, Arnold, Savoie and Bevill

Nay: 1 - Syed

2c Consideration of a comprehensive amendments to Chapter 5, Urban Forestry, of the Land Development Code, Case GC24-010

Jacquelyn Reyff presented the case and briefed the Commission.

Commissioner Syed complimented the work of Council and staff to put the amendments together.

The public hearing was opened at 8:34 p.m.

With no one wishing to speak, the public hearing was closed at 8:34 p.m.

Commissioner Syed made a motion to approve case GC24-010.

Commissioner Savoie seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Remley, Arnold, Savoie and Bevill

Nay: 0

4. CITIZEN COMMENTS

The public forum opened at 8:35 p.m.

Stephen Clotz, 7203 Brooke Drive, came forward to compliment the work of the Planning and Zoning Commission and Chair Bevill's running of the public meeting.

With no one else wishing to speak, the public forum closed at 8:35 p.m.

5. ADJOURNMENT

The meeting adjourned at 8:35 p.m.

The minutes were written and prepared by:

Christopher Pham

Christopher Pham
Planner

The meeting minutes were approved on October 14, 2024 by a vote of 7-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

SEPTEMBER 23, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on September 23, 2024, at 6:15 p.m.

Roll Call

Present: Claudia Bevill, David Groves, Richard Remley, Jerome Obinabo, Jerry Savoie, and Brandon Arnold

Absent: Sayeda Syed

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

Also Present: Attorney, Sarah Ross, Fire Marshal, Rob Mckeown

2. WORKSESSION AGENDA ITMES

- 2a** Presentation and discussion of a Replat for Lots 1, 2, and 3, Block 1, Fegan Addition, being located at 6001 Pleasant Run Road, Case PC24-006

Jacquelyn Reyff briefed the Commission on the proposed Replat, there was discussion regarding if the current Church would remain on the property. City Staff advised there was a demo permit pulled for the property but it has since been withdrawn.

- 2b** Presentation and discussion of a Replat for Lot 1R, Block 1, Village Court Addition, being located at 5201 and 5217 Pleasant Run Road, Case PC24-008

Jacquelyn Reyff briefed Commission on the proposed Replat. This Replat was previously approved by City Council but was never filed with the County. There was general discussion on the ownership of the property.

- 2c** Presentation and discussion of a Replat for Lot 1, Block 1, 5520 Colleyville Addition, being located at 5520 Colleyville Boulevard, Case PC24-009

Jacquelyn Reyff briefed the Commission on the proposed Replat. The purpose of this Replat is to abandon a right of way from old Church St and incorporate the land into the existing property.

- 2d** Presentation and discussion of a Special Use Permit for a residential carport on Lot 27, Block 2, Woodbriar Estates West Addition, being located at 3412 San Bar Lane, Case ZC24-015

Kris Potts briefed the Commission on the proposed Special Use Permit. There was discussion regarding the height and location of the proposed carport. Chair Bevill asked when the carport was built, staff advised it was recent and discovered to be built during a separate inspection on the property. There was additional discussion regarding maximum sizing, dimensions, and how the carport would be brought into compliance regarding design criteria.

- 2e** Presentation and discussion of a Special Use Permit to allow for Package Store Sales – Off-premises Consumption on Lot 1, Block 1, Towne Square Addition, being located at 5600 Colleyville Boulevard, Suite G, Case ZC24-016

Kris Potts briefed the Commission on the proposed Special Use Permit. There was discussion regarding if the city has a need for another liquor store as there are several within the city. The Commission had questions regarding if there was a maximum number of liquor stores allowed within Colleyville per the original ordinance that allowed alcohol sales. There was general discussion regarding the business and number of existing independent liquor stores.

- 2f** Presentation and discussion of a Special Use Permit to allow for Massage Therapy on Lot 3R1, Block 1, Andy Felps Addition, being located at 3919 Colleyville Boulevard, Suite C, Case ZC24-017

Chris Pham briefed the Commission on the proposed Special Use Permit. There was discussion regarding if the applicant has provided their certifications for massage practice in Texas. Chair Bevill had questions regarding if the business will lease spaces out to individual tenants or if there will be full-time employees. There was

additional discussion regarding the financials provided and the floor plan of the proposed business.

2g Presentation and discussion of a Special Use Permit for a residential carport on Lot 2, Block 1, Arbor Estates II Addition, being located at 5503 Sycamore Drive, Case ZC24-018

Chris Pham briefed the Commission on the proposed Special Use Permit. There was discussion regarding deed restrictions in certain neighborhoods. Chair Bevill stated that deed restrictions and HOA laws do not apply to the Commission decisions and that is up to the applicant to get additional approvals if needed. There was additional discussion regarding the proposed location of the carport due to potential accessibility to the garage.

2h Presentation and discussion of amendments to the Land Development Code, Section 3.27 - Accessory Building Regulations and Residential Carport Regulations, Case GC24-011

Ben Bryner briefed the Commission on the proposed changes to Chapter 3 of the Land Development Code. There was discussion regarding the proposed changes, chair Bevill stated that often time's carports are used for storage of things other than vehicles. There was discussion regarding the visibility of carports and potentially changing the wording to allow carports in the rear if the carport is not visible from the street.

3. ADJOURNMENT

The meeting adjourned at 6:53 p.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on October 14, 2024 by a vote of 7-0.

RESOLUTION R-24-4988

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
NOVEMBER 6, 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 6TH DAY OF
NOVEMBER 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